
PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

April 20, 2020

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 April 6, 2020
- 7. Receiving of Communications
- 8. Mayor's Report
 - A. Census 2020 Update
- 9. City Clerk's Report
- 10. City Administrator's Report
- 11. Department Head Information/Questions
 - A. Police Department Monthly Report March 2020
 - B. Municipal Services
- 12. Treasurer's Report
 - A. Warrant Number 19-20-25
 - B. Monthly Report March 2020
- 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
- 17. New Business
 - A. Consideration of a Motion to Approve an Ordinance Approving the 2020-2021

 Budget
 - B. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Contract for the 2020 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Sebert Landscaping Company in an Amount not to Exceed \$65,848.00 and Authorize a Contingency in the Amount of \$5,500 for Replacement of Plant Materials and Plant Enhancements
 - C. Consideration of a Motion to Approve an Ordinance Authorizing the <u>Sale of Personal Property Owned by the City Of Darien</u>
 - D. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Christopher B. Burke Engineering, Ltd. for the Professional Design Services Related to the Construction Layout Services for the Geometrical Reconfiguration of 67th Street-Adjacent to the Western Leg of Clarendon Hills Road in an Amount not to Exceed \$10,000
 - E. Consideration of a Motion to Approve a Resolution Approving a Contract for the 2020 Concrete Sidewalk, Apron and Curb and Gutter Removal and Replacement Program with Suburban Concrete, Inc., in an Amount not to Exceed \$652,920.00 and to Waive the Residential \$75.00 Permit Fee Application for Concrete Work
 - F. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Contract Extension with Denler, Inc. in an Amount not to Exceed \$189,238.63 for the 2020 Crack Fill Program
 - G. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Execute a Contract for the 2020 Emerald Ash Borer Treatment Plan with Robert Kinnucan Tree Experts & Landscaping Co. in an Amount not to Exceed \$118,225 and Approve a Contingency in an Amount not to Exceed \$5,000 as it relates to the Ash Trees
 - H. Consideration of a Motion to Approve a Resolution Approving <u>9 Rear Yard Drainage Assistance Projects</u> in the Amount not to Exceed \$99,665 of City Funds
 - I. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Superior Road Striping, Inc. in an Amount not to Exceed \$34,500.00 for the 2020 Street Striping Program

- J. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract for the 2020 Street Maintenance Project between the City of Darien and Schroeder Asphalt Services, Inc., the Following Schedule of Pricing: Base Bid \$1,248,878.45; Alternate 1 Patching \$84,600.00; Alternate 2 Aggregate Shoulders \$25,600.00; Alternate 3 67th Street Widening \$69,259.50 for a Total of \$1,428,337.95
- K. Consideration of a Motion to Approve a Resolution for <u>Maintenance Under the</u> Illinois Highway Code (2020-2021 MFT General Maint IDOT)
- L. Consideration of a Motion to Approve a Resolution Awarding a Contract to Homer Tree Care, Inc. in an Amount not to Exceed \$147,000.00 for the City's 2020/21 Tree Trimming and Removal Program
- M. Consideration of a Motion to Approve a Resolution to Enter into a Contract Agreement with Compass Minerals America Inc for the <u>Purchase of Rock Salt</u> in an Amount not to Exceed \$206,179.24
- N. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute an <u>Intergovernmental Agreement between the City of Darien and the Darien Park District for Rock Salt</u>
- O. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute an <u>Intergovernmental Agreement between the City of Darien and Center Cass School District #66 for Rock Salt</u>
- P. Consideration of a Motion to Approve an Ordinance <u>Granting a Series of Variations to Allow the Construction of an Electronic Message Board Sign</u> (Northwest Corner of Plainfield and Cass)
- Q. Consideration of a Motion to Approve an Ordinance <u>Authorizing an Easement</u>
 <u>Agreement (Northwest Corner of Cass Avenue and Plainfield Road)</u>
- R. Consideration of a Motion to Approve a Resolution Approving a <u>Digital Sign</u>

 <u>Agreement within a Dedicated Easement at the Northwest Corner at 7532</u>

 <u>Cass Avenue</u>, Pin No 09-28-402-025
- S. Consideration of a Motion to Approve a Resolution Approving <u>a 25-Foot Public</u>

 <u>Utility and Drainage Easement at the Northwest Corner at 7532 Cass</u>

 <u>Avenue</u>, Pin# 09-28-402-025
- T. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Christopher B. Burke Engineering, LTD. for the Professional Design Services Related to the Preparation of a Natural Area Conversion Plan for a City Owned Detention Basin Located at North West of 79th Street and Nantucket Drive at a Cost not to Exceed \$10,000
- U. Consideration of a Motion to Approve a Resolution Approving a <u>Rebate of the City of Darien Food and Beverage Tax</u> for Tax Collected from May through October 2019
- 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



WORK SESSION WAS CALLED TO ORDER AT 7:05 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE APRIL 6, 2020 AGENDA WITH THE CITY COUNCIL. THE PUBLIC HEARING FOR THE 2020-2021 BUDGET WAS MOVED TO THE REGULAR MEETING. WORK SESSION ADJOURNED AT 7:26 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

April 6, 2020

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 (Zoom) Ted V. Schauer (Zoom)

Thomas M. Chlystek (Zoom) Mary Coyle Sullivan (Zoom) Eric K. Gustafson Lester Vaughan (Zoom)

Joseph A. Kenny (Zoom)

Absent: None

Also in Attendance: Joseph Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, City Treasurer (Zoom) Bryon D. Vana, City Administrator Gregory Thomas, Police Chief (Zoom)

Daniel Gombac, Director of Municipal Services (Zoom)

4. **<u>DECLARATION OF A QUORUM</u>** — There being seven aldermen present, Mayor Marchese declared a quorum.

5. **PUBLIC HEARING – 2020-2021 BUDGET**

Mayor Marchese opened the Public Hearing. Clerk Ragona read the "Notice of Public Hearing" that was published in the DuPage County Chronicle newspaper on March 25, 2020. Mayor Marchese advised that the purpose of the public hearing is to open the floor to questions and/or comments from the City Council and audience regarding the proposed annual budget for the fiscal year beginning May 1, 2020 and ending April 30, 2021. There were no questions or comments from either the City Council or from the audience. Mayor Marchese closed the Public Hearing.

6. QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

William Barry, Nantucket Drive, shared his opinion regarding the Nantucket Basin conversion to a natural area. He reviewed results from petition that he circulated to residents surrounding the basin. Administrator Vana reviewed budget procedures and addressed Mr. Barry's questions.

Alderman Gustafson inquired about Mr. Barry's specific concerns. Council discussion ensued.

7. APPROVAL OF MINUTES

- A. ADMINISTRATIVE/FINANCE COMMITTEE-OF-THE-WHOLE FEBRUARY 19, 2020
- B. ADMINISTRATIVE/FINANCE COMMITTEE-OF-THE-WHOLE FEBRUARY 25, 2020
- C. ADMINISTRATIVE/FINANCE COMMITTEE-OF-THE-WHOLE MARCH 3, 2020

It was moved by Alderwoman Sullivan and seconded by Alderman Schauer to approve the minutes of the Administrative/Finance Committee-of-the-Whole Meeting of February 19, 2020, February 25, 2020 and March 3, 2020

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer,

Sullivan, Vaughan

Nays: None

Absent: None

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

D. CITY COUNCIL MEETING - MARCH 16, 2020

It was moved by Alderman Belczak and seconded by Alderman Vaughan to approve the minutes of the City Council Meeting of March 16, 2020.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Sullivan,

Vaughan

Abstain: Schauer

Nays: None

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

8. **RECEIVING OF COMMUNICATIONS**

Alderman Schauer received communication from Randall & June Arnold, William Barry, John & Ashley Devae, Murusanamy & Viji Venkataraman, Mary Ann & Tony Jordan, Dan Negele, Joe & Trish Miller, John Sitasz, Mr. Elmahassini, Stacy & Mike Slotwinski, and Bob & Marcia Ryba regarding their opposition to Nantucket Basin conversion.

Alderman Kenny received communication from Casey Cavello regarding a car wash on the property located at 973 75th Street.

Alderman Gustafson received many mails regarding potential annexation of property at 973 75th Street.

Administrator Vana noted Council received copies of emails received pertaining to property at 973 75th Street.

Alderman Chylstek received communication from John Yurchak, Farmingdale Drive, regarding the need for sidewalks on the west side of Farmingdale Drive.

9. **MAYOR'S REPORT**

A. CENSUS 2020 UPDATE

Mayor Marchese provided the following Census 2020 update:

- Video on Facebook regarding the importance of being counted
- Paper census forms will be sent out on April 6 to households that did not complete census online
- As of April 1 Darien return rate was 53.7%; needs to be to be increased to at least 80% or more.

B. COVID-19 UPDATE

Mayor Marchese provided the following Covid-19 update:

- Continues to participate in many phone & video conferences with various agencies
- Shares critical information on Direct Connect regarding CARES Act and Small Business Administration Grants & Loans
- Allowed (2) non-essential businesses, Frugal Muse and Old Fashioned Sweets to take orders and payment online for curb side delivery
- Darien Lions Club is assisting senior citizens with grocery shopping
- Forest Preserve monitoring
- Deployment of 5G technology
- Advanced Disposal sticker contract
- View podcast
- Signing up for Direct Connect is crucial during restrictions in place
- Contact Help DuPage or local hospitals to donate or make masks
- Reiterated "Stay Home Save Lives"

9. **CITY CLERK'S REPORT**

Clerk Ragona announced City offices will be closed on April 10, 2020 in observance of Good Friday.

10. CITY ADMINISTRATOR'S REPORT

Administrator Vana provided an update on the proposed budget; revisions will be made and provided to Council. Mayor Marchese commented and Council discussion ensued.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT

Chief Thomas reviewed special measures being taken by the Police Department to address 911 calls and the Coronavirus. He addressed Council question regarding crime statistics.

B. MUNICIPAL SERVICES

Director Gombac provided the following comments:

- to improve brush pickup operations, branches cannot be stacked higher than 2 feet
- small businesses should contact their lending institutions
- Public Works has procedures in place to address social distancing.

12. TREASURER'S REPORT

A. WARRANT NUMBER – 19-20-24

It was moved by Alderman Kenny and seconded by Alderman Belczak to approve payment of Warrant Number 19-20-24 in the amount of \$452,713.32 from the enumerated funds, and \$253,207.13 from payroll funds for the period ending 03/26/20 for a total to be approved of \$705,920.45.

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer,

Sullivan, Vaughan

Nays: None

Absent: None

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

13. **STANDING COMMITTEE REPORTS**

There were no reports.

14. QUESTIONS AND COMMENTS – AGENDA RELATED

Attorney Mark Daniel, Daniel Law Office in Oakbrook Terrace, introduced himself and provided his background. He is representing petitioner Casey Cavello regarding the 973 75th Street property. He reviewed the events that have taken place and he asked Council to consider working together to resolve annexation agreement issues.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE GRANTING A SPECIAL USE FOR AN EATING ESTABLISHMENT (PZC

2020-02, 7516 SOUTH CASS AVENUE, STE 25B BROOKHAVEN PLAZA SHOPPING CENTER, CARLA'S RED HOT RESTAURANT)

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

ORDINANCE NO. 0-05-20 AN ORDINANCE GRANTING A SPECIAL

USE FOR AN EATING ESTABLISHMENT (PZC 2020-02, 7516 SOUTH CASS AVENUE, STE 25B BROOKHAVEN PLAZA SHOPPING CENTER, CARLA'S RED HOT

RESTAURANT

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer,

Sullivan, Vaughan

Nays: None

Absent: None

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

B. CONSIDERATION OF A MOTION TO DIRECT STAFF TO INITIATE PROCEDURES FOR THE ANNEXATION OF 973 75TH STREET AND ADJACENT UTILITY EASEMENT (PINS 09-29-301-009, 09-29-301-020)

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

Alderman Gustafson received many emails favoring the annexation; he explained why the property is valuable to the City of Darien. Resident Grace Kwak explained her concerns and expressed reasons why she and neighbors are in support of the annexation. Council discussion ensued.

City Council Meeting

April 6, 2020

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer,

Sullivan, Vaughan

Nays: None

Absent: None

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

18. QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL

Grace Kwak noted residents were aware that the vote was regarding annexation and not the proposed car wash.

Attorney Daniel asked Council to review correspondence to understand there are cons to forceable annexation. He explained the process, provided his phone number (312-927-0177) and stated annexation on a voluntary basis would be the best-case scenario.

Alderman Gustafson reminded residents to lock their vehicles and not leave valuables inside.

Mayor Marchese asked residents to adhere to "Stay Home Save a Life" campaign.

Alderwoman Sullivan...

- ...commented Public Works is working hard to maintain City services.
- ...encouraged residents to maintain social distancing and use technology to communicate.

Alderman Belczak reminded residents to take advantage of drive-up food services that are available at local Darien Restaurants and food stores in order to minimize risk.

19. <u>ADJOURNMENT</u>

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:45 P.M.



All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 4-06-20. Minutes of 4-06-20 CCM.



Darien Police Department

Monthly Report



COVID-19 Response

The response to COVID-19 has hit every aspect of our lives and the police department is not immune.

Protecting Police

Because of the epidemic and wanting to ensure we have sworn personnel and support staff to deliver our great service we have altered the manner in which we deliver service. We have discontinued a physical response to crimes that are not in progress, do not have evidence and are not of life safety. Instead of a physical response we make a phone call and handle the call, take the report, give advice or whatever is needed. We also have started a website for completing a police report where the victim doesn't have to call police. We have closed the police department to only staff and those who need to be in the building (maintenance, cleaning, etc.) People are asked to stay home and call the police.

When we do have to respond to calls or take enforcement action we have provided our police officers with the proper Personal Protective Equipment (PPE). The officers may look odd with an N95 face mask, gloves, etc., but it is for your protection as well as for the officer.

Protecting Public

We continue to respond to crimes against a person, crimes in progress, accidents with blocked roadways or injuries, etc. When we physically respond we practice social distancing and wear PPE. You'll be asked to step out of your house or business. Most likely you will not be asked to enter the police car all in an attempt to protect our officers so they can protect you. Plus we don't want to spread the virus to anyone we come in contact. The mutual agreement to social distance and wear PPE is appreciated.

Enforcing Executive Orders

The enforcement of the Governor's Executive Orders (bars & restaurants) and (essential businesses, stay at home and no more than 10 people at an event) has created a unique situation for the police. The executive order created no new law so in order to enforce the law we have to rely on current state law and city ordinances. As most people (governor, mayors, etc.) have discussed the best way to enforce it is to have voluntary compliance. Voluntary compliance is nothing new we practice it every day when we don't take someone else's property, when we don't lay our hands on other people, etc. We ask that you continue that great practice of voluntary compliance.

Reporting Crimes via Frontline

The victim of certain crimes (can be done via the city's website (www.darien.il.us) then selecting for "Police Online Service" which is found on the left hand column. When clicking on Police Online Service you'll be taken to a screen where you can enter a request for overnight parking, add a vacation request or report a crime. Click on "Citizen Reporting" and you will be taken to a screen that describes the calls that can be reported via the Frontline software. There are a few statements to ensure this is right procedure for you they include:

- This is not an Emergency.
- This incident occurred within the City of Darien.
- This is not a motor vehicle accident.
- The incident does not involve evidence that needs to be collected by a police officer.

The following crimes may be submitted through the Online Reporting System:

- Annoying or Harassing Phone Calls
- Attempted Vehicle Theft
- Credit Card Fraud
- Suspicious Incidents (not in progress)
- Detached Garage Burglary
- Identity Theft
- Lost Property Reports
- Theft
- Vandalism
- Vehicle Burglary

Once a case is submitted via online the cases will be reviewed. You'll receive an e-mail confirmation that the report was received. A detective will review the case to determine what further investigation or additional information is needed. If more information is needed an officer will contact you.

Differed police response via a phone reporting system or online reporting program is nothing new. Many agencies do it to clear officers from these activities in order to perform proactive functions.

We, the Darien Police Department appreciate your understanding during these times and as we continue our professionalism toward serving your needs.

Calls for Service

Due to an issue with the Computer Aided Dispatch we are unable to get certain pieces of information from the system in order to show calls for service.

Crime Summary

Part 1 Offenses														
	<u>Mar</u> 2020	<u>Mar</u> 2019	<u>Mar</u> 2015	<u>Mar</u> 2010	1 Year Change	5 Year Change	10 Year Change	YTD 2020	YTD 2019	YTD 2015	YTD 2010	1 Year Change	5 Year Change	10 Year Change
Murder	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Sexual Assault	0	1	0	1	-100.0%	0.0%	-100.0%	0	1	1	1	-100.0%	-100.0%	-100.0%
Robbery	0	0	0	0	0.0%	0.0%	0.0%	3	0	0	2	0.0%	0.0%	50.0%
Assault & Battery	0	0	0	0	0.0%	0.0%	0.0%	1	0	0	0	0.0%	0.0%	0.0%
Violent Crime	0	1	0	1	-100.0%	0.0%	-100.0%	4	1	1	3	300.0%	300.0%	33.3%
Burglary	3	4	0	3	-25.0%	0.0%	0.0%	14	7	2	9	100.0%	600.0%	55.6%
Theft	14	2	30	27	600.0%	-53.3%	-48.1%	61	30	81	44	103.3%	-24.7%	38.6%
Motor Vehicle Theft	0	0	1	1	0.0%	-100.0%	-100.0%	3	3	2	5	0.0%	50.0%	-40.0%
Arson	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Property Crime	17	6	31	31	183.3%	-45.2%	-45.2%	78	40	85	58	95.0%	-8.2%	34.5%
Part One Crime	17	7	31	32	142.9%	-45.2%	-46.9%	82	41	86	61	100.0%	-4.7%	34.4%
]	Part 2 (Offense	es						
	<u>Mar</u> 2020	<u>Mar</u> 2019	<u>Mar</u> 2015	<u>Mar</u> 2010	1 Year Change	5 Year Change	10 Year Change	<u>YTD</u> 2020	<u>YTD</u> 2019	<u>YTD</u> 2015	<u>YTD</u> 2010	1 Year Change	5 Year Change	10 Year Change
Assault	0	1	1	0	-100.0%	-100.0%	0.0%	2	2	2	0	0.0%	0.0%	0.0%
Battery	2	3	2	2	-33.3%	0.0%	0.0%	7	11	10	8	-36.4%	-30.0%	-12.5%
Domestic Battery	5	3	5	4	66.7%	0.0%	25.0%	12	7	8	11	71.4%	50.0%	9.1%
Criminal Damage	4	4	1	0	0.0%	300.0%	0.0%	11	7	8	4	57.1%	37.5%	175.0%
Criminal Trespass	0	3	0	0	-100.0%	0.0%	0.0%	0	4	0	0	-100.0%	0.0%	0.0%
Disorderly Conduct	4	2	3	1	100.0%	33.3%	300.0%	8	9	14	10	-11.1%	-42.9%	-20.0%

Arrest Summary

March 2020

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Part	Ina	Offenses
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	<u>Mar</u> 2020	Mar 2019	<u>Mar</u> 2015	<u>Mar</u> 2010	1 Year Change	5 Year Change	10 Year Change	YTD 2020	YTD 2019	YTD 2015	YTD 2010	1 Year Change	5 Year Change	10 Year Change
Murder	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Sexual Assault	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Robbery	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Assault & Battery	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Violent Crime	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Burglary	0	0	0	0	0.0%	0.0%	0.0%	4	0	0	0	0.0%	0.0%	0.0%
Theft	5	0	12	7	0.0%	-58.3%	-28.6%	9	21	33	14	-57.1%	-72.7%	-35.7%
Motor Vehicle Theft	0	0	0	0	0.0%	0.0%	0.0%	1	0	1	0	0.0%	0.0%	0.0%
Arson	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Property Crime	5	0	12	7	0.0%	-58.3%	-28.6%	14	21	34	14	-33.3%	-58.8%	0.0%
Part One Crime	5	0	12	7	0.0%	-58.3%	-28.6%	14	21	34	14	-33.3%	-58.8%	0.0%

Part Two Offenses

	<u>Mar</u> 2020	<u>Mar</u> 2019	<u>Mar</u> 2015	<u>Mar</u> 2010	<u>1 Year</u> Change	5 Year Change	10 Year Change	YTD 2020	YTD 2019	YTD 2015	YTD 2010	1 Year Change	5 Year Change	10 Year Change
Assault	0	0	0	0	0.0%	0.0%	0.0%	0	0	1	0	0.0%	-100.0%	0.0%
Battery	0	0	1	0	0.0%	-100.0%	0.0%	0	2	5	4	-100.0%	-100.0%	-100.0%
Domestic Battery	3	1	3	3	200.0%	0.0%	0.0%	6	1	4	10	500.0%	50.0%	-40.0%
Criminal Damage	0	0	1	0	0.0%	-100.0%	0.0%	2	0	6	1	0.0%	-66.7%	100.0%
Criminal Trespass	0	2	0	0	-100.0%	0.0%	0.0%	0	2	1	0	-100.0%	-100.0%	0.0%
Disorderly Conduct	0	2	2	1	-100.0%	-100.0%	-100.0%	0	5	15	17	-100.0%	-100.0%	-100.0%
Alcohol Possession	0	0	0	0	0.0%	0.0%	0.0%	0	1	0	1	-100.0%	0.0%	-100.0%
Alcohol Consumption	1	0	0	3	0.0%	0.0%	-66.7%	1	1	2	14	0.0%	-50.0%	-92.9%

Arrest Summary

Drug Related Offenses														
	<u>Mar</u> 2020	<u>Mar</u> 2019	<u>Mar</u> 2015	<u>Mar</u> 2010	1 Year Change	5 Year Change	10 Year Change	YTD 2020	YTD 2019	YTD 2015	YTD 2010	1 Year Change	5 Year Change	10 Year Change
Cannabis	0	0	1	1	0.0%	-100.0%	-100.0%	1	0	10	3	0.0%	-90.0%	-100.0%
Controlled Substance	0	0	0	0	0.0%	0.0%	0.0%	1	6	0	1	-83.3%	0.0%	500.0%
Hypodermic Syringes	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
Drug Paraphernalia	0	0	1	1	0.0%	-100.0%	-100.0%	0	0	6	5	0.0%	-100.0%	-100.0%
Methamphetamine	0	0	0	0	0.0%	0.0%	0.0%	0	0	0	0	0.0%	0.0%	0.0%
	Mar	Mar	Mar	Mar		dult / J			YTD	YTD	YTD	1 Vear	5 Vear	10 Vear
	<u>Mar</u> 2020	<u>Mar</u> 2019	<u>Mar</u> 2015	<u>Mar</u> 2010	1 Year Change	5 Year Change	10 Year Change	YTD 2020	YTD 2019	YTD 2015	YTD 2010	1 Year Change	5 Year Change	10 Year Change
Adult	12	11	25	18	9.1%	-52.0%	-33.3%	12	11	25	18	9.1%	-52.0%	-33.3%
Juvenile	1	0	0	6	0.0%	0.0%	-83.3%	1	0	0	6	0.0%	0.0%	-83.3%
Warrants														
	<u>Mar</u> 2020	<u>Mar</u> 2019	<u>Mar</u> 2015	<u>Mar</u> 2010	1 Year Change	5 Year Change	10 Year Change	YTD 2020	YTD 2019	YTD 2015	YTD 2010	1 Year Change	5 Year Change	10 Year Change
Served		2		3	-50.0%	0.0%	-66.7%	12	10	10	25	20.0%	20.0%	-52.0%

Traffic Accident

Type of Accident	<u>Mar</u> 2020	<u>Mar</u> 2019	<u>Mar</u> 2015	1 Year Change	<u>5 Year</u> Change	YTD 2020	YTD 2019	YTD 2015	1 Year Change	5 Year Change
Property Damage	20	22	28	-9.1%	-28.6%	69	80	87	-13.8%	-20.7%
Personal Injury	1	3	4	-66.7%	-75.0%	6	11	12	-45.5%	-50.0%
Fatal	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Public Way Total	21	25	32	-16.0%	-34.4%	75	91	99	-17.6%	-24.2%
Fatalities	0	0	0	0.0%	0.0%	0	0	0	0.0%	0.0%
Hit & Run	5	10	2	-50.0%	150.0%	16	24	12	-33.3%	33.3%
DUI	0	1	0	-100.0%	0.0%	0	1	0	-100.0%	0.0%
Private Property	6	17	14	-64.7%	-57.1%	32	51	53	-37.3%	-39.6%
Total Accidents	27	42	46	-35.7%	-41.3%	107	142	152	-24.6%	-29.6%

Traffic Enforcement

	<u>Mar</u> 2020	<u>Mar</u> 2019	<u>Mar</u> 2015	1 Year Change	5 Year Change	YTD 2020	YTD 2019	YTD 2015	<u>1 Year</u> Change	5 Year Change
Traffic Stops	348	431	264	-19.3%	31.8%	1066	1212	541	-12.0%	97.0%
Moving Citation	66	122	76	-45.9%	-13.2%	218	276	207	-21.0%	5.3%
Moving Warning	168	192	101	-12.5%	66.3%	474	465	319	1.9%	48.6%
Total Moving	234	314	177	-25.5%	32.2%	692	741	526	-6.6%	31.6%
Non-Moving Citation	36	76	74	-52.6%	-51.4%	119	217	217	-45.2%	-45.2%
Non-Moving Warning	97	108	84	-10.2%	15.5%	302	371	274	-18.6%	10.2%
Total Non-Moving	133	184	158	-27.7%	-15.8%	421	588	491	-28.4%	-14.3%
Total Warning	265	300	185	-11.7%	43.2%	776	836	593	-7.2%	30.9%
Total Citations	102	198	150	-48.5%	-32.0%	337	493	424	-31.6%	-20.5%
Total Enforcement Actions	367	498	335	-26.3%	9.6%	1113	1329	1017	-16.3%	9.4%
DUI Arrests	3	4	10	-25.0%	-70.0%	10	16	17	-37.5%	-41.2%
DUI Allesis	3	4	10	-23.0%	-70.0%	10	10	1 /	-31.370	- 4 1.2%

Traffic Enforcement (continued)

	<u>Mar</u>	<u>Mar</u>	<u>Mar</u>	1 Year	5 Year	YTD	YTD	YTD	1 Year	5 Year
Violation Category	<u>2020</u>	<u>2019</u>	<u>2015</u>	Change	Change	<u>2020</u>	<u>2019</u>	<u>2015</u>	Change	Change
Speed	166	230	99	-27.8%	67.7%	469	505	297	-7.1%	57.9%
Equipment	34	53	36	-35.8%	-5.6%	129	174	113	-25.9%	14.2%
Registration	54	58	50	-6.9%	8.0%	145	190	183	-23.7%	-20.8%
Traffic Sign or Signal	39	31	35	25.8%	11.4%	108	102	114	5.9%	-5.3%
Distracted Driving	15	22	27	-31.8%	-44.4%	54	83	68	-34.9%	-20.6%
Lane Violation	14	29	21	-51.7%	-33.3%	43	69	55	-37.7%	-21.8%
License	14	20	13	-30.0%	7.7%	40	52	38	-23.1%	5.3%
Insurance	15	26	29	-42.3%	-48.3%	38	66	86	-42.4%	-55.8%
Signal	2	10	17	-80.0%	-88.2%	24	22	38	9.1%	-36.8%
Accident	5	5	0	0.0%	0.0%	24	21	0	14.3%	0.0%
Other	1	6	4	-83.3%	-75.0%	16	23	6	-30.4%	166.7%
Alcohol/Cannabis	5	0	0	0.0%	0.0%	11	0	2	0.0%	450.0%
Yield	2	5	3	-60.0%	-33.3%	7	13	12	-46.2%	-41.7%
Seat Belt	0	1	1	-100.0%	-100.0%	2	5	1	-60.0%	100.0%
Parking	1	1	0	0.0%	0.0%	3	3	4	0.0%	-25.0%
Reckless	0	1	0	-100.0%	0.0%	0	1	0	-100.0%	0.0%



WARRANT NUMBER: 19-20-25

CITY OF DARIEN

EXPENDITURE APPROVAL LIST FOR CITY COUNCIL MEETING ON April 20, 2020

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		\$55,601.91
Water Fund		\$363,864.13
Motor Fuel Tax Fund		\$321.27
Water Depreciation Fund		
Special Service Area Tax F	und	
E-Citation Fund		
Capital Improvement Fund	i	4,127.25
State Drug Forfeiture Fund	d	
Federal Equitable Sharing	Fund	
DUI Technology Fund		
	Subtotal:	 \$423,914.56
General Fund Payroll	04/09/20	\$ 228,048.07
Water Fund Payroll	04/09/20	\$ 26,294.97
	Subtotal:	\$ 254,343.04

Total to be Approved by City Council: \$ 678,257.60

Approvals:
Joseph A. Marchese, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, Treasurer

CITY OF DARIEN Expenditure Journal General Fund Administration

From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	BLOCK OVERRAGE- MARCH 2020	AP042020	4325	Consulting/Professional	1,128.75
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION- MARCH 2020	AP042020	4213	Dues and Subscriptions	8.16
CHASE CARD SERVICES	CUPS /PLATES -ART STUDENTS	AP042020	4239	Public Relations	27.54
CHASE CARD SERVICES	PUBLIC WORKS INTERNET	AP042020	4267	Telephone	113.35
CHASE CARD SERVICES	MEALS /CITY HALL (COVID-19)	AP042020	4330	Contingency	118.35
CHASE CARD SERVICES	MEALS / CITY HALL (COVID-19)	AP042020	4330	Contingency	76.09
CHASE CARD SERVICES	MEALS / CITY HALL (COVID-19)	AP042020	4330	Contingency	97.22
CHASE CARD SERVICES	MEALS /CITY HALL COVID-19)	AP042020	4330	Contingency	57.55
CHASE CARD SERVICES	MEALS /CITY HALL COVID-10	AP042020	4330	Contingency	61.99
CHASE CARD SERVICES	MEALS / CITY HALL COVID-19	AP042020	4330	Contingency	77.97
CHASE CARD SERVICES	MEALS / CITY HALL COVID-19	AP042020	4330	Contingency	72.01
CHASE CARD SERVICES	MEALS / CITY HALL COVID-19	AP042020	4330	Contingency	72.88
CHASE CARD SERVICES	MEALS / CITY HALL COVID-19	AP042020	4330	Contingency	55.43
CHASE CARD SERVICES	MEALS / CITY HALL COVID-19	AP042020	4330	Contingency	69.16
CHASE CARD SERVICES	MEALS/ PUBLIC WORKS COVID-19	AP042020	4330	Contingency	169.45
CHASE CARD SERVICES	MEALS/ PUBLIC WORKS COVID-19	AP042020	4330	Contingency	152.21
CHASE CARD SERVICES	COFFEE /CITY HALL (COVID-19)	AP042020	4330	Contingency	28.84

CITY OF DARIEN Expenditure Journal General Fund Administration

From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	COFFEE /CITY HALL (COVID-19)	AP042020	4330	Contingency	15.41
CHASE CARD SERVICES	ZAZZOS /PUBLIC WORKS (COVID-19)	AP042020	4330	Contingency	168.46
CHASE CARD SERVICES	COFFEE /CITY HALL (COVID-19)	AP042020	4330	Contingency	28.19
CHASE CARD SERVICES	BUONA /CITY HALL (COVID-19)	AP042020	4330	Contingency	74.85
CHASE CARD SERVICES	AL CHILE /CITY HALL (COVID-19)	AP042020	4330	Contingency	37.69
CHASE CARD SERVICES	COFFEE /CITY HALL (COVID-19)	AP042020	4330	Contingency	12.65
CHASE CARD SERVICES	COFFEE / CITY HALL (COVID-19)	AP042020	4330	Contingency	15.14
CHASE CARD SERVICES	COFFEE / CITY HALL (COVID-19)	AP042020	4330	Contingency	17.63
CHASE CARD SERVICES	COFFEE / CITY HALL (COVID-19)	AP042020	4330	Contingency	30.04
CHASE CARD SERVICES	COFFEE / CITY HALL (COVID-19)	AP042020	4330	Contingency	12.65
CHASE CARD SERVICES	COFFEE / CITY HALL (COVID-19)	AP042020	4330	Contingency	12.65
CLEAN SLATE INC	ADDITIONAL CLEANING OF CITY HALL (COVID-19)	AP042020	4345	Janitorial Service	345.00
CLEAN SLATE INC	JANITORIAL SERVICES CH, PD AND PW - MARCH 2020	AP042020	4345	Janitorial Service	1,456.86
DUPAGE COUNTY RECORDER	RECORDING FEE: LIEN FOR WEED REMOVAL -7609 BAKER CT	AP042020	4221	Legal Notices	12.00
GOVTEMPSUSA LLC	VANA - (3-29-20)	AP042020	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA - (4-5-20)	AP042020	4325	Consulting/Professional	3,415.38
METRO STRATEGIES	MONTHLY RETAINER- MARCH 2020	AP042020	4239	Public Relations	4,000.00

CITY OF DARIEN Expenditure Journal General Fund Administration

From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
MUNICIPAL WEB SERVICES	WEBSITE MAINTENANCE - MARCH 2020	AP042020	4325	Consulting/Professional	470.00
OFFICE DEPOT	FILE FOLDERS & SUPPLIES FOR CITY HALL	AP042020	4253	Supplies - Office	53.31
OFFICE DEPOT	PAPER & SUPPLIES FOR CITY HALL	AP042020	4253	Supplies - Office	119.85
PM PRINTING INC.	LETTERHEAD, ENVELOPES AND FORMS FOR BUILDING DEPT	AP042020	4235	Printing and Forms	961.25
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP042020	4267	Telephone	1,269.17
				Total Administration	18,330.51

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CITY OF DARIEN Expenditure Journal General Fund City Council From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALKAYE MEDIA GROUP	CITY COUNCIL MEETING VIDEOS (5)	AP042020	4206	Cable Operations	1,125.00
				Total City Council	1,125.00

CITY OF DARIEN Expenditure Journal General Fund

Community Development From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	FINAL ENGINEERING PLANS, COST ESTIMATE, EASEMENT PLAT	AP042020	4328	Conslt/Prof Reimbursable	893.31
CHRISTOPHER B. BURKE ENG, LTD	INITIAL REVIEW OF PLANS FOR ADDITION TO HOUSE IN FLOODPLAIN	AP042020	4328	Conslt/Prof Reimbursable	220.00
CHRISTOPHER B. BURKE ENG, LTD	REVIEW OF AS-BUILT SURVEY & FINAL GRADING INSP -313 ROGER RD	AP042020	4328	Conslt/Prof Reimbursable	200.00
CHRISTOPHER B. BURKE ENG, LTD	COORDINATION W/STAFF -CITY & COUNTY, DESIGN ENGINEER	AP042020	4328	Conslt/Prof Reimbursable	660.00
DON MORRIS ARCHITECTS P.C.	INSPECTIONS -MARCH 2020	AP042020	4325	Consulting/Professional	4,010.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS -MARCH 2020	AP042020	4328	Conslt/Prof Reimbursable	5,396.72
				Total Community Development	11,380.03

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CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets

From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	TRAILER REPAIR PARTS	AP042020	4225	Maintenance - Equipment	110.00
A&W TRAILER LLC	TRAILER LIGHTS	AP042020	4229	Maintenance - Vehicles	15.96
A&W TRAILER LLC	SMALL TRAILER	AP042020	4815	Equipment	3,675.00
A&W TRAILER LLC	LANDSCAPE TRAILER AND FEES	AP042020	4815	Equipment	4,084.00
AIS	PRINTER SET UP FOR PW	AP042020	4253	Supplies - Office	183.75
ALL TRAFFIC SOLUTIONS	BLUETOOTH FOR SPEED SIGNS -CLARENDON HILLS RD	AP042020	4257	Supplies - Other	500.00
ALTORFER INDUSTRIES INC	FILTERS FOR #203	AP042020	4229	Maintenance - Vehicles	106.20
ALTORFER INDUSTRIES INC	ELEMENT FOR #203	AP042020	4229	Maintenance - Vehicles	75.47
ALTORFER INDUSTRIES INC	FILTERS & HOUSING FOR #203	AP042020	4229	Maintenance - Vehicles	501.54
ALTORFER INDUSTRIES INC	FILTER FOR #203	AP042020	4229	Maintenance - Vehicles	27.01
ALTORFER INDUSTRIES INC	LAMP FOR #203	AP042020	4229	Maintenance - Vehicles	104.71
CASE LOTS, INC.	SUPPLIES- COVID-19 RESPONSE	AP042020	4223	Maintenance - Building	453.28
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION -APRIL 2020	AP042020	4213	Dues and Subscriptions	7.96
CHASE CARD SERVICES	LOCKS FOR POLICE DEPT	AP042020	4223	Maintenance - Building	575.00
CHASE CARD SERVICES	ATG- TRAINING -MASEK	AP042020	4263	Training and Education	209.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET AT PUBLIC WORKS	AP042020	4219	Liability Insurance	121.83
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN	AP042020	4219	Liability Insurance	35.20
FLEETPRIDE	VEHICLE REPAIR #109	AP042020	4229	Maintenance - Vehicles	424.95
HOME DEPOT	CLEANING SUPPLIES (2-27-20 through 3-26-20)	AP042020	4223	Maintenance - Building	901.22
HOME DEPOT	MAILBOX PARTS/SUPPLIES (2-27-20 through 3-26-20)	AP042020	4257	Supplies - Other	1,552.22

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
IMAGE SYSTEMS/BUSINESS SOLUTIO	TONER	AP042020	4225	Maintenance - Equipment	120.00
JSN CONTRACTORS SUPPLY	SAFETY GLOVES	AP042020	4219	Liability Insurance	343.68
KAMAN FLUID POWER LLC	TRACKLESS REPAIR #206	AP042020	4229	Maintenance - Vehicles	42.83
LAWSON PRODUCTS INCORPORATED	MAINTENANCE EQUIPMENT	AP042020	4225	Maintenance - Equipment	498.14
McMASTER-CARR	FLAGPOLE PARTS	AP042020	4223	Maintenance - Building	144.42
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE	AP042020	4271	Utilities (Elec,Gas,Wtr,Sewer)	277.81
RED WING SHOES	HERMAN- BOOTS	AP042020	4219	Liability Insurance	208.24
RED WING SHOES	BROWN- UNIFORM	AP042020	4269	Uniforms	355.41
RED WING SHOES	HERMAN- UNIFORM	AP042020	4269	Uniforms	253.80
RICMAR INDUSTRIES, INC.	HAND SANITIZER	AP042020	4223	Maintenance - Building	297.00
TAMELING INDUSTRIES	STRAW MAT FOR RESTORATIONS	AP042020	4257	Supplies - Other	290.00
TAMELING INDUSTRIES	STRAW MAT FOR RESTORATIONS	AP042020	4257	Supplies - Other	446.00
TRAFFIC CONTROL AND PROTECTION	SPEED LIMIT SIGN	AP042020	4257	Supplies - Other	179.20
TRAFFIC CONTROL AND PROTECTION	STOP SIGN	AP042020	4257	Supplies - Other	390.50
UNIQUE PRODUCTS & SERVICE CORP	PD JANITORIAL SUPPLIES	AP042020	4223	Maintenance - Building	41.95
UNIQUE PRODUCTS & SERVICE CORP	DISINFECTANTS	AP042020	4223	Maintenance - Building	81.04
US GAS	GASES	AP042020	4257	Supplies - Other	50.40
WHOLESALE DIRECT, INC.	NITRILE GLOVES	AP042020	4219	Liability Insurance	260.71
				Total Public Works, Streets	17,945.43

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CITY OF DARIEN Expenditure Journal General Fund Police Department

From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHASE CARD SERVICES	SPRAY ADHESIVE FOR TARGETS	AP042020	4217	Investigation and Equipment	39.88
CHASE CARD SERVICES	CO2 FOR RANGE	AP042020	4217	Investigation and Equipment	61.84
CHASE CARD SERVICES	BOLTS	AP042020	4217	Investigation and Equipment	2.33
CHASE CARD SERVICES	INTERCOMS FOR POLICE DEPT	AP042020	4225	Maintenance - Equipment	199.99
CHASE CARD SERVICES	POST IT NOTES	AP042020	4253	Supplies - Office	42.64
CHASE CARD SERVICES	FILE FOLDERS FOR POLICE DEPT	AP042020	4253	Supplies - Office	17.33
CHASE CARD SERVICES	TONER FOR DETECTIVES	AP042020	4253	Supplies - Office	311.59
CHASE CARD SERVICES	NOTEPADS FOR POLICE DEPT	AP042020	4253	Supplies - Office	38.25
CHASE CARD SERVICES	BULLETIN BOARD FOR POLICE DEPT	AP042020	4253	Supplies - Office	39.70
CHASE CARD SERVICES	BULLETIN BOARD FOR POLICE DEPT	AP042020	4253	Supplies - Office	39.70
CHASE CARD SERVICES	PENS & NOTEPADS FOR POLICE DEPT	AP042020	4253	Supplies - Office	12.27
CHASE CARD SERVICES	DISINFECTING WIPES FOR POLICE DEPT	AP042020	4257	Supplies - Other	12.00
CHASE CARD SERVICES	LYSOL SPRAY FOR POLICE DEPT	AP042020	4257	Supplies - Other	35.96
CHASE CARD SERVICES	CLOROX WIPES	AP042020	4257	Supplies - Other	41.84
CHASE CARD SERVICES	HAND SANITIZER	AP042020	4257	Supplies - Other	367.20
CHASE CARD SERVICES	REFUND-CANCELLED TRAINING CLASS	AP042020	4263	Training and Education	(80.00)
CHASE CARD SERVICES	REFUND -CANCELLED TRAINING CLASS	AP042020	4263	Training and Education	(100.00)
CHASE CARD SERVICES	INFECTION CONTROL TRAINING- SKWERES	AP042020	4263	Training and Education	395.00
CHASE CARD SERVICES	POLICE DEPT INTERNET	AP042020	4267	Telephone	268.35
CHRISTINE CHARKEWYCZ	PROSECUTION FEES- MARCH 2020	AP042020	4219	Liability Insurance	650.00
INTERSTATE BATTERY SYSTEM	BATTERY FOR D22	AP042020	4229	Maintenance - Vehicles	279.90

CITY OF DARIEN Expenditure Journal General Fund Police Department From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
KIESLER POLICE SUPPLY COMPANY	TRAINING AMMUNITION	AP042020	4217	Investigation and Equipment	1,000.00
KING CAR WASH	SQUAD CAR WASHES -MARCH 2020	AP042020	4229	Maintenance - Vehicles	159.50
MCKESSON MEDICAL-SURGICAL GOVT	CPR PAD	AP042020	4219	Liability Insurance	141.57
NICOR GAS	NICOR 82800010009 1710 PLAINFIELD RD	AP042020	4271	Utilities (Elec,Gas,Wtr,Sewer)	694.70
NORTHEAST MULTIREGIONAL TRNG	SOMOGYE- AR-15 ARMORER COURSE	AP042020	4263	Training and Education	225.00
NOTARY PUBLIC ASSOCIATION OF I	NOTARY - STEVEN M LISS	AP042020	4205	Boards and Commissions	54.00
RAY O'HERRON CO. INC.	MK2 GEL FOR RANGE	AP042020	4217	Investigation and Equipment	600.00
RAY O'HERRON CO. INC.	DUTY BELTS- 2 NEW OFFICERS- KANO & NELSON	AP042020	4269	Uniforms	98.00
THOMSON REUTERS -	INFORMATION CHARGES	AP042020	4217	Investigation and Equipment	316.19
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP042020	4267	Telephone	756.21
VILLAGE OF LEMONT	RANGE RENTAL FEE	AP042020	4243	Rent - Equipment	100.00
				Total Police Department	6,820.94
				Total General Fund	55,601.91

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CITY OF DARIEN Expenditure Journal Water Fund Public Works, Water From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	PRINTER SET UP FOR PW	AP042020	4231	Maintenance - Water System	183.75
CASE LOTS, INC.	SUPPLIES- COVID-19 RESPONSE	AP042020	4223	Maintenance - Building	453.27
CHASE CARD SERVICES	AWWA TRAINING	AP042020	4263	Training and Education	30.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET AT PUBLIC WORKS	AP042020	4219	Liability Insurance	121.83
CLEAN SLATE INC	JANITORIAL SERVICES CH, PD AND PW - MARCH 2020	AP042020	4223	Maintenance - Building	485.62
CLEAN SLATE INC	ADDITIONAL CLEANING OF CITY HALL (COVID-19)	AP042020	4223	Maintenance - Building	600.00
DUPAGE WATER COMMISSION	WATER PURCHASE (2-29-20 thru 3-31-20)	AP042020	4340	DuPage Water Commission	350,499.31
HOME DEPOT	CLEANING & REPAIR SUPPLIES (2-27-20 through 3-26-20)	AP042020	4223	Maintenance - Building	732.37
HOME DEPOT	TAX REMOVED (2-27-20 through 3-26-20)	AP042020	4231	Maintenance - Water System	(8.39)
HOME DEPOT	SUPPLIES (2-27-20 through 3-26-20)	AP042020	4231	Maintenance - Water System	985.00
JAMES KOUDELIK	KOUDELIK - BOOTS	AP042020	4219	Liability Insurance	248.39
JSN CONTRACTORS SUPPLY	SAFETY GLOVES	AP042020	4219	Liability Insurance	343.68
LAWSON PRODUCTS INCORPORATED	BOLTS	AP042020	4231	Maintenance - Water System	555.13
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE	AP042020	4271	Utilities (Elec,Gas,Wtr,Sewer)	277.80
NICOR GAS	NICOR 05002110004 1930 MANNING RD	AP042020	4271	Utilities (Elec,Gas,Wtr,Sewer)	179.72
NICOR GAS	NICOR 12344110007 1897 MANNING DR	AP042020	4271	Utilities (Elec,Gas,Wtr,Sewer)	90.71
NICOR GAS	NICOR 23644110001 8600 LEMONT RD	AP042020	4271	Utilities (Elec,Gas,Wtr,Sewer)	159.40
RED WING SHOES	STENKO- UNIFORM	AP042020	4269	Uniforms	14.99

CITY OF DARIEN Expenditure Journal Water Fund Public Works, Water From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RED WING SHOES	STANKO- UNIFORM	AP042020	4269	Uniforms	35.99
RED WING SHOES	STANKO- UNIFORM	AP042020	4269	Uniforms	(35.99)
RICMAR INDUSTRIES, INC.	HAND SANITIZER	AP042020	4223	Maintenance - Building	297.00
SIKICH PROFESSIONAL SERVICES	FY 21 PROFESSIONAL SERVICES	AP042020	4320	Audit	3,800.00
SUBURBAN LABORATORIES	WATER DEPT SUPPLIES	AP042020	4241	Quality Control	270.00
TRI-K INC	SPILL PADS	AP042020	4225	Maintenance - Equipment	439.02
US GAS	GASES	AP042020	4231	Maintenance - Water System	50.40
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP042020	4267	Telephone	530.18
WHOLESALE DIRECT, INC.	NITRILE GLOVES	AP042020	4219	Liability Insurance	260.70
XBE CHICAGO	DITCH PROJECT: SEMINOLE -HAULING 4-1-20	AP042020	4231	Maintenance - Water System	1,199.25
ZIEBELL WATER SERVICE PRODUCTS	REPAIR SLEEVES FOR WATER MAIN	AP042020	4231	Maintenance - Water System	393.00
ZIEBELL WATER SERVICE PRODUCTS	REPAIR SLEEVES FOR WATER MAIN	AP042020	4231	Maintenance - Water System	672.00
				Total Public Works, Water	363,864.13
				Total Water Fund	363,864.13

Date: 4/15/20 03:50:28 PM Page: 11

CITY OF DARIEN Expenditure Journal Motor Fuel Tax MFT Expenses From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CONSTELLATION NEW ENERGY, INC.	75TH STR LEGS STREET LIGHT 0 CASS	AP042020	4840	Street Lights	321.27
				Total MFT Expenses	321.27
				Total Motor Fuel Tax	321.27

CITY OF DARIEN

Expenditure Journal

Capital Improvement Fund

Capital Fund Expenditures

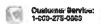
From 4/7/2020 Through 4/20/2020

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	2020 ROAD PROGRAM DESIGN	AP042020	4325	Consulting/Professional	2,928.00
XBE CHICAGO	DITCH PROJECT: SEMINOLE -HAULING 4-1-20	AP042020	4376	Ditch Projects	1,199.25
				Total Capital Fund Expenditures	4,127.25
				Total Capital Improvement Fund	4,127.25
Report Total					423,914.56

ACCOUNT ACTIVITY

Transaction	Merchant Name or Transaction Description	\$ Amount
03/16	Payment Thank You - Web	-717. 22
	BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$717.22- INCLUDING PAYMENTS RECEIVED	· <u>—</u>
00140		
09/18	DUNKIN #840181 Q85 DARIEN IL	28,84
03/19	ZÁZZOS PIZZA & CATERING DARIEN IL	168.46
03/19	DUNKIN #840181 Q35 DAFIEN IL	15.41
03/20	BUONA DARIEN 512 DARIEN IL	169.45
C3/20	BUONA DARIEN #12 DARIEN IL CITY HALL	74.85
09/20	BUONA DARIEN #12 DARIEN IL DUNKIN #940181 Q35 DARIEN IL AL CHILE MEXICAN GRILL DARIEN IL DUNKIN #940181 Q35 DARIEN IL DUNKIN #940181 Q35 DARIEN IL DUNKIN #940181 Q35 DARIEN IL	
03/23	AL CHILE MEXICAN GRILL DARIEN IL	28.19
03/24	DUNKIN #340181 Q35 DARIEN IL / CONTA 10	37.89
39/25	DUNKIN #840161 QS5 DARIEN IL	12.85
08/26	DUNKIN #940181 Q35 DARIEN IL	15,14
28/27		17.63
19/27	DUNKIN #340181 QSS DARIEN IL.	30.04
	HOME RUN INN DARIEN 680-7389896 IL	152.21
3/30	DUNKIN #340181 Q35 DARIEN IL	12.65
13/31	DUNKIN #840181 Q86 DARIEN IL	12.65
	MARY BELMONTE TRANSACTIONS THIS CYCLE (CARD \$708) \$776.86	15.40
3/19	EB 2020 ADVANCED SE 8014187200 CA	
8/24	PAYPAL PILLINOISLAW 402-835-7733 CA / raining ancelled	-80.00 > COV IP -1
8/07	EB 2020 ADVANCED SE 8014187200 CA / FRINGS CONCELLED PAYPAL "ILLINOISLAW 402-835-7733 CA / FRINGS CONCELLED COMCAST CHICAGO 800-COMCAST IL INTERNET POLICE DEPT AMBZOILCONI" FY 1/E40FIS ATTEN COMPANY 1844	-100.00 /
S/D8	Amazon.com*FY1JEAORS Amzn.com/bill WA	268.35
8/08	FILE FOLDERS	17.33
B/10	MINESTRUM BELODAGUS AMERICOMON WA	311.59
3/12	FATFAL "K-EG 402-936-7733 VA NEE 1-7104/	395.00
	STAPLS7305863956000001 877-8267755 MI NOTE PADS	38.25
9/18	Committee of Control American American Committee Committ	39.70
3/19	AMZN Micto USTVADZOSGOS AMZN.OOM/bill WA) BULLETIN BOARDS	39,70
3/14	STAPLS790;974201000001 877-8287756 MI - DCALC	
¥19	AMENIA MALA LIBERT MET LA MALA	12.27
3/20		199,99
¥20		41.84
W24	WALMADT 49918 DADITALIS	39.88
V25	PEENTERDINGER INC. ON ASSESSED TO THE PERSON OF THE PERSON	61,84
V26		367.20
/28	A STATE OF THE PARTY OF THE PAR	42.64
	THE HOME DEPOT 1905 DARIEN IL ROSE MARY GONZALEZ	2.33
	TRANSACTIONS THIS CYCLE (CARD 2755) \$1687.91 BOLTS	Carl Carlor
/02	CHICAGO THE SUBSCRIPTIO 312-548-7900 TX CITY HALL TRIBUN	d
/OB	MIANI	
/18	11.1 Nation 21.1.1.1 and 1.1.1 and 1	209.00
17	CHUCKS SOUTHERN COMFOR DARIEN IL	\$0,00
/18		118.85
/19	The Patio - Davison Duston II	78.09
22	COMCAST CHICAGO ROLCOLEDARTII	97.22
20	COMCAST CHICAGO BOD-COMCAST IL PUBLIC WORKS INTERNET	113.35
24		- 576.00
<u>2</u> 7	HOME RUN INN DARIEN DARIEN IL	57.65
25	CRAZY BURRITO INC DARIEN IL	61.89
	The Petro - Darlen Darlen IL ROSAN - DARLEN DARLEN IL CHICAGO TRIP OL PROPRIENT IL CHICAGO TRIP OL PROPRIENT IL CHICAGO TRIP OL PROPRIENT IL	77.97
27	ROSATIS PIZZA - DARIEN DARIEN IL (COVID (9)	
30	CHICAGO TRIB SUBSCRIPTIO \$12-546-7900 TX CITY HALL TRIBUNE BUONA DARIEN #12 DARIEN IL	72.01
90	BUONA DARIEN #12 DARIEN IL	7.98
31	CULVER'S OF DARIEN #89 DARIEN IL	72.88
D1	JIMMY JOHNS - 571 830-910-4580 IL DANIEL COMBAC CITY HALL LUNC!	55.43 69.16
	(COVID > 19)	•
11	WAL-MART #2215 DARIEN IL CITY HALL EVENT WALGREEMS #5275 WESTMONT IL CLOROX WIPES JEWEL-OSCO DARIEN IL	27.54
18	WALDREENS 46275 WESTMONT IL CLOROY MADES	12.00
8	JEWEL-OSCX) DARIEN IL	12/24
	THERESA ESTRADA TRANSACTIONS THIS CYCLE (CARD BANK)	35.96

SUSINESS CARD STATER BUT





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3	6	7	8	9	10	11
12	13	14	15	18	17	18
19	20	21	22	23	3	25
26	27	2E	29	30	1	2
ą	4	5	6	7	8	9

New Balance \$4,251.39 Minimum Payment Due \$850.00 Payment Due Date 04/24/20

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay up to a \$39 late fee. Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, call the number on the back of your oard or go to the web elte listed above.

ACCOUNT SUMMARY

Previous Balance	\$717.22
Payment, Credits	-\$897.22
Purchases	+\$4,431.39
Cash Advances	\$0.00
Balance Transfera	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$4,251.38
Opening/Closing Date	08/03/20 - 04/02/20
Credit Limit	\$60,000
Available Credit	\$45,748
Cash Access Line	\$10,000
Available for Cash	\$10,000
Past Due Amount	\$0.00
Balanco over the Credit Limit	\$0.08



CITY OF DARIEN REVENUE AND EXPENDITURE REPORT SUMMARY March 31, 2020

GENERAL FUND - (01)

	Cu	rrent Month <u>Actual</u>	Year To Date <u>Actual</u>			Total <u>Budget</u>		
Revenue	\$	1,132,673	\$	15,167,904	\$	15,234,160		
Expenditures	\$	722,905	5 \$ 11,319,000		\$	12,980,915		
	Trans	ed 5/1/19 Openi fer to Capital Fu nt Fund Balance	ınd	und Balance:	\$ \$ \$	4,614,249 (3,800,000) 4,663,147		

WATER FUND - (02)

	Cur	rent Month <u>Actual</u>		Year To Date <u>Actual</u>		Total <u>Budget</u>
Revenue	\$	18,615	\$	7,724,060	\$	7,904,895
Expenditures	\$	436,421	\$	5,871,387	\$	7,226,267
		d 5/1/19 Cash er to Water De			\$ \$	2,437,246 (800,000)
	Currer	nt Modified Casl	h Bala	nce:	\$	3,489,919

MOTOR FUEL TAX FUND - (03)

	 ent Month <u>Actual</u>		Year To Date <u>Actual</u>		Total <u>Budget</u>
Revenue	\$ 68,437	\$	734,611	\$	556,150
Expenditures	\$ 71,147	\$ 582,50		\$	604,225
	5/1/19 Openi Fund Balance		und Balance:	\$ \$	348,341 500,447

WATER DEPRECIATION FUND (12)

Year To Date

Current Month

Transfer from Water Fund Current Modified Cash Balance: Total

2,209,973

	<u>!</u>	<u>Actual</u>	<u>Actual</u>		<u>Budget</u>		
Revenue	\$	2,239	\$ 19,721	\$	15,000		
Expenditures	\$	-	\$ 371,308	\$	1,507,000		
		5/1/19 Cash r from Water		\$ \$	1,761,560 800,000		

CAPITAL IMPROVEMENT FUND (25)

		ent Month <u>Actual</u>		Year To Date <u>Actual</u>	Total <u>Budget</u>		
Revenue	\$	4,413	\$	289,852	\$	216,240	
Expenditures	\$	13,390	\$	5,123,907	\$	6,124,281	
	Transfe	5/1/19 Openi r from Genera Fund Balance	ıl Fun		\$ \$ \$	5,237,255 3,800,000 4,203,201	

	Current Actual Year to Date	Current Budgeted F.Y.E. '20	Prior Year Actual Through Mar 19		
Property Tax Collections	\$ 2,446,786	\$ 2,425,535		2,428,173	
Sales Tax Collections	\$ 5,193,871	\$ 5,726,881	\$	5,270,252	
Drug forfeiture Receipts	\$ 201,095	\$ -	\$	40,165	

Statement of Revenues and Expenditures - Revenue General Fund

Revenue

	C 	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue Taxes								
Real Estate Taxes - Current	3110	0.00	0.00	2,248,560.68	2,229,295.00	2,229,295.00	19,265.68	(0.86)%
Road and Bridge Tax	3120	0.00	0.00	219,532.35	205,000.00	205,000.00	14,532.35	(7.08)%
Municipal Utility Tax	3130	100,137.53	106,000.00	896,487.41	929,000.00	1,015,000.00	(118,512.59)	11.67%
Amusement Tax	3140	6,330.44	6,700.00	88.882.55	75,300.00	82,000.00	6,882.55	(8.39)%
Hotel/Motel Tax	3150	4,708.03	4,700.00	65,661.73	63,300.00	68,000.00	(2,338.27)	3.43%
Local Gas Tax	3151	19,501.44	25,834.00	279,042.27	284,166.00	310,000.00	(30,957.73)	9.98%
Food and Beverage Tax	3152	46,908.60	47,000.00	560,607.02	532,000.00	580,000.00	(19,392.98)	3.34%
Personal Property Tax	3425	235.38	700.00	6,843.04	5,800.00	6,500.00	343.04	(5.27)%
Total Taxes	0420_	177,821.42	190,934.00	4,365,617.05	4,323,861.00	4,495,795.00	(130,177.95)	2.90%
License, Permits, Fees		.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	100,001.00	1,000,017.00	1,020,001.00	1, 100,100.00	(100,111.00)	2.0070
Business Licenses	3210	3,582.50	2,000.00	11,000.00	9,400.00	38,000.00	(27,000.00)	71.05%
Liquor License	3212	0.00	0.00	69,325.00	67,000.00	67,000.00	2,325.00	(3.47)%
Contractor Licenses	3214	1,470.00	1,000.00	15,390.00	16,800.00	18,000.00	(2,610.00)	14.50%
Court Fines	3216	18,474.52	8,000.00	125,209.17	91,000.00	100,000.00	25,209.17	(25.20)%
Towing Fees	3217	6,500.00	4,500.00	56,000.00	50,500.00	55,000.00	1,000.00	(1.81)%
Ordinance Fines	3230	2,376.00	2,500.00	45,646.00	19,000.00	20,000.00	25,646.00	(128.23)%
Building Permits and Fees	3240	4,675.00	150.00	143,591.00	34,850.00	35,000.00	108,591.00	(310.26)%
Telecommunication Taxes	3242	39,282.36	42,000.00	423,322.75	478,000.00	520,000.00	(96,677.25)	18.59%
Cable T.V. Franchise Fee	3244	0.00	15,000.00	332,100.74	352,800.00	452,800.00	(120,699.26)	26.65%
PEG - Fees - AT&T	3245	0.00	0.00	7,319.46	0.00	0.00	7,319.46	0.00%
NICOR Franchise Fee	3246	0.00	0.00	31,107.84	25,000.00	25,000.00	6,107.84	(24.43)%
Public Hearing Fees	3250	345.00	0.00	4,510.00	3,000.00	3,000.00	1,510.00	(50.33)%
Elevator Inspections	3255	0.00	0.00	2,755.00	4,500.00	4,500.00	(1,745.00)	38.77%
Engineering/Prof Fee Reimb	3265	5,137.50	3,000.00	70,339.45	71,000.00	74,000.00	(3,660.55)	4.94%
D.U.I. Technology Fines	3267	0.00	300.00	0.00	6,200.00	6,500.00	(6,500.00)	100.00%
Police Special Service	3268	14,000.68	10,000.00	107,052.38	89,597.00	99,597.00	7,455.38	(7.48)%
Stormwater Management Fees	3270	0.00	0.00	4,307.00	0.00	0.00	4,307.00	0.00%

Statement of Revenues and Expenditures - Revenue General Fund

Revenue

	(Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Total License, Permits, Fees	-	95,843.56	88,450.00	1,448,975.79	1,318,647.00	_1,518,397.00	(69,421.21)	4.57%
Intergovernmental								
State Income Tax	3410	154,844.13	122,000.00	2,166,349.17	1,828,998.00	2,053,998.00	112,351.17	(5.46)%
Local Use Tax	3420	91,235.71	50,000.00	698,916.43	529,000.00	574,236.00	124,680.43	(21.71)%
Sales Taxes	3430	500,604.83	520,000.00	5,193,871.27	5,281,881.00	5,726,881.00	(533,009.73)	9.30%
Video Gaming Revenue	3432_	21,089.57	12,000.00	209,517.85	129,000.00	140,000.00	69,517.85	(49.65)%
Total Intergovernmental		767,774.24	704,000.00	8,268,654.72	7,768,879.00	8,495,115.00	(226,460.28)	2.67%
Other Revenue								
Interest Income	3510	1,788.90	3,300.00	90,383.62	36,600.00	40,000.00	50,383.62	(125.95)%
Gain/Loss on Investment	3515	11.74	0.00	277.09	0.00	0.00	277.09	0.00%
Water Share Expense	3520	20,833.34	20,833.33	229,166.74	229,166.67	250,000.00	(20,833.26)	8.33%
Police Report/Prints	3534	345.00	415.00	5,722.50	4,585.00	5,000.00	722.50	(14.45)%
Reimbursement-Rear Yard Drain	3541	35,628.23	0.00	82,014.94	0.00	0.00	82,014.94	0.00%
Grants	3560	0.00	0.00	1,962.19	0.00	0.00	1,962.19	0.00%
Rents	3561	31,286.33	23,000.00	356,030.65	301,853.00	324,853.00	31,177.65	(9.59)%
Other Reimbursements	3562	682.13	3,750.00	89,457.66	41,250.00	45,000.00	44,457.66	(98.79)%
Residential Concrete Reimb	3563	0.00	0.00	27,044.95	0.00	0.00	27,044.95	0.00%
Mail Box Reimbursement Program	3569	95.38	0.00	4,426.39	0.00	0.00	4,426.39	0.00%
Impact Fee Revenue	3570	0.00	0.00	375.00	0.00	0.00	375.00	0.00%
Sales of Wood Chips	3572	125.00	0.00	3,390.00	2,750.00	3,000.00	390.00	(13.00)%
Sale of Equipment	3575	0.00	0.00	122,631.00	35,000.00	35,000.00	87,631.00	(250.37)%
Reimbursement - Workers Comp	3577	0.00	0.00	861.03	0.00	0.00	861.03	0.00%
Miscellaneous Revenue	3580	437.72	1,600.00	19,123.70	18,300.00	20,000.00	(876.30)	4.38%
Transfer from Water Fund	3610	0.00	0.00	1,030.25	0.00	0.00	1,030.25	0.00%
Transfer from Other Funds	3612	0.00	0.00	50,757.31	0.00	0.00	50,757.31	0.00%
Total Other Revenue	_	91,233.77	52,898.33	1,084,655.02	669,504.67	722,853.00	361,802.02	(50.05)%
Total Revenue	_	1,132,672.99	1,036,282.33	15,167,902.58	14,080,891.67	15,232,160.00	(64,257.42)	0.42%

Statement of Revenues and Expenditures - Revenue Water Fund

Revenue

	C:-	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Charges for Services								
Water Sales	3310	14,937.47	1,295,900.00	7,673,907.18	7,850,395.00	7,865,395.00	(191,487.82)	2.43%
Inspections/Tap on/Permits	3320	0.00	834.00	18,203.00	9,166.00	10,000.00	8,203.00	(82.03)%
Sale of Meters	3325	0.00	84.00	5,375.00	916.00	1,000.00	4,375.00	(437.50)%
Other Water Sales	3390	0.00	0.00	71.80	3,500.00	3,500.00	(3,428.20)	97.94%
Total Charges for Services		14,937.47	1,296,818.00	7,697,556.98	7,863,977.00	7,879,895.00	(182,338.02)	2.31%
Other Revenue								
Interest Income	3510	3,677.85	2,084.00	26,502.94	22,916.00	25,000.00	1,502.94	(6.01)%
Total Other Revenue		3,677.85	2,084.00	26,502.94	22,916.00	25,000.00	1,502.94	(6.01)%
Total Revenue		18,615.32	1,298,902.00	7,724,059.92	7,886,893.00	7,904,895.00	(180,835.08)	2.29%

Statement of Revenues and Expenditures - Revenue Motor Fuel Tax

Revenue

	-	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Intergovernmental								
MFT Allotment	3440_	67,961.13	46,012.50	728,036.96	506,137.50	552,150.00	175,886.96	(31.85)%
Total Intergovernmental		67,961.13	46,012.50	728,036.96	506,137.50	552,150.00	175,886.96	(31.85)%
Other Revenue								
Interest Income	3510_	475.91	334.00	6,573.56	3,666.00	4,000.00	2,573.56	(64.33)%
Total Other Revenue		475.91	334.00	6,573.56	3,666.00	4,000.00	2,573.56	(64.34)%
Total Revenue		68,437.04	46,346.50	734,610.52	509,803.50	556,150.00	178,460.52	(32.09)%

Statement of Revenues and Expenditures - Revenue Stormwater Management Fund Revenue

	Cu	rrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue Other Revenue								
Interest Income	3510	84.24	0.00	792.74	0.00	0.00	792.74	0.00%
Total Other Revenue		84.24	0.00	792.74	0.00	0.00	792.74	0.00%
Total Revenue		84.24	0.00	792.74	0.00	0.00	792.74	0.00%

Statement of Revenues and Expenditures - Revenue Special Service Area Tax Fund Revenue

	-	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.00	0.00	5,072.50	5,000.00	5,000.00	72.50	(1.45)%
Total Taxes		0.00	0.00	5,072.50	5,000.00	5,000.00	72.50	(1.45)%
Other Revenue								
Interest Income	3510	20.69	9.00	176.07	91.00	100.00	76.07	(76.07)%
Total Other Revenue		20.69	9.00	176.07	91.00	100.00	76.07	(76.07)%
Total Revenue		20.69	9.00	5,248.57	5,091.00	5,100.00	148.57	(2.91)%

Statement of Revenues and Expenditures - Revenue State Drug Forfeiture Fund Revenue

	C	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Other Revenue								
Interest Income	3510	9.95	0.00	248.63	0.00	0.00	248.63	0.00%
Drug Forfieture Receipts	3538	0.00	0.00	1,621.35	0.00	0.00	1,621.35	0.00%
Total Other Revenue	_	9.95	0.00	1,869.98	0.00	0.00	1,869.98	0.00%
Total Revenue	_	9.95	0.00	1,869.98	0.00	0.00	1,869.98	0.00%

Statement of Revenues and Expenditures - Revenue Water Depreciation Fund Revenue

	Cı	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Other Revenue								
Interest Income	3510	2,238.70	1,250.00	19,721.43	13,750.00	15,000.00	4,721.43	(31.47)%
Transfer from Water Fund	3610	0.00	0.00	800,000.00	800,000.00	800,000.00	0.00	0.00%
Total Other Revenue		2,238.70	1,250.00	819,721.43	813,750.00	815,000.00	4,721.43	(0.58)%
Total Revenue		2,238.70	1,250.00	819,721.43	813,750.00	815,000.00	4,721.43	(0.58)%

Statement of Revenues and Expenditures - Revenue

FESA - Justice - 1

Revenue

	C	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Other Revenue								
Interest Income	3510	194.25	0.00	4,042.25	0.00	0.00	4,042.25	0.00%
Drug Forfieture Receipts	3538	5,040.36	0.00	199,473.71	0.00	0.00	199,473.71	0.00%
Total Other Revenue	_	5,234.61	0.00	203,515.96	0.00	0.00	203,515.96	0.00%
Total Revenue		5,234.61	0.00	203,515.96	0.00	0.00	203,515.96	0.00%

Statement of Revenues and Expenditures - Revenue

FESA - Treasury - 2

Revenue

	Сı 	ırrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue Other Revenue								
Interest Income	3510	10.08	0.00	246.12	0.00	0.00	246.12	0.00%
Total Other Revenue	_	10.08	0.00	246.12	0.00	0.00	246.12	0.00%
Total Revenue		10.08	0.00	246.12	0.00	0.00	246.12	0.00%

Statement of Revenues and Expenditures - Revenue DUI Technology Fund Revenue

	-	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
License, Permits, Fees								
D.U.I. Technology Fines	3267	1,659.58	0.00	15,934.59	0.00	0.00	15,934.59	0.00%
Total License, Permits, Fees		1,659.58	0.00	15,934.59	0.00	0.00	15,934.59	0.00%
Other Revenue								
Interest Income	3510	21.97	0.00	132.17	0.00	0.00	132.17	0.00%
Total Other Revenue		21.97	0.00	132.17	0.00	0.00	132.17	0.00%
Total Revenue	_	1,681.55	0.00	16,066.76	0.00	0.00	16,066.76	0.00%

Statement of Revenues and Expenditures - Revenue E-Citation Fund

Revenue

	Cur	rent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue Other Revenue								
	3510	2.83	0.00	19.83	0.00	0.00	19.83	0.00%
Total Other Revenue		2.83	0.00	19.83	0.00	0.00	19.83	0.00%
Total Revenue		2.83	0.00	19.83	0.00	0.00	19.83	0.00%

Statement of Revenues and Expenditures - Revenue Capital Improvement Fund Revenue

	Cu	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110_	0.00	0.00	193,152.98	191,240.00	191,240.00	1,912.98	(1.00)%
Total Taxes		0.00	0.00	193,152.98	191,240.00	191,240.00	1,912.98	(1.00)%
Other Revenue								
Interest Income	3510	4,412.83	2,084.00	46,699.51	22,916.00	25,000.00	21,699.51	(86.79)%
Miscellaneous Revenue	3580	0.00	0.00	50,000.00	0.00	0.00	50,000.00	0.00%
Transfer from Other Funds	3612	0.00	0.00	3,800,000.00	3,000,000.00	3,000,000.00	800,000.00	(26.66)%
Total Other Revenue	_	4,412.83	2,084.00	3,896,699.51	3,022,916.00	3,025,000.00	871,699.51	(28.82)%
Total Revenue		4,412.83	2,084.00	4,089,852.49	3,214,156.00	3,216,240.00	873,612.49	(27.16)%

Statement of Revenues and Expenditures - Expenditures General Fund

Administration

	C 	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	25,495.43	26,561.84	294,104.08	292,180.16	318,742.00	24,637.92	7.72%
Overtime	4030_	0.00	0.00	1,358.36	0.00	0.00	(1,358.36)	0.00%
Total Salaries		25,495.43	26,561.84	295,462.44	292,180.16	318,742.00	23,279.56	7.30%
Benefits								
Social Security	4110	1,477.66	1,826.09	17,569.01	20,086.91	21,913.00	4,343.99	19.82%
Medicare	4111	345.60	385.16	4,109.02	4,236.84	4,622.00	512.98	11.09%
I.M.R.F.	4115	3,060.04	2,396.00	30,034.51	26,355.00	28,751.00	(1,283.51)	(4.46)%
Medical/Life Insurance	4120	7,269.77	5,756.67	69,933.97	63,323.33	69,080.00	(853.97)	(1.23)%
Supplemental Pensions	4135_	369.20	400.00	4,430.80	4,400.00	4,800.00	369.20	7.69%
Total Benefits		12,522.27	10,763.92	126,077.31	118,402.08	129,166.00	3,088.69	2.39%
Materials and Supplies								
Dues and Subscriptions	4213	61.96	734.00	499.60	1,461.00	1,490.00	990.40	66.46%
Liability Insurance	4219	952.25	2,501.00	269,790.73	277,499.00	280,000.00	10,209.27	3.64%
Legal Notices	4221	208.00	167.00	1,870.50	1,833.00	2,000.00	129.50	6.47%
Maintenance - Equipment	4225	375.41	201.00	7,265.28	7,899.00	8,100.00	834.72	10.30%
Postage/Mailings	4233	0.00	71.50	1,764.19	3,278.50	3,350.00	1,585.81	47.33%
Printing and Forms	4235	0.00	350.00	4,773.36	3,850.00	4,200.00	(573.36)	(13.65)%
Public Relations	4239	765.29	8,643.00	36,286.49	35,483.00	39,171.00	2,884.51	7.36%
Rent - Equipment	4243	0.00	504.75	750.00	2,019.00	2,019.00	1,269.00	62.85%
Supplies - Office	4253	1,205.39	667.00	5,147.77	7,333.00	8,000.00	2,852.23	35.65%
Supplies - Other	4257	0.00	42.00	384.91	458.00	500.00	115.09	23.01%
Training and Education	4263	0.00	125.00	0.00	1,375.00	1,500.00	1,500.00	100.00%
Travel/Meetings	4265	0.00	46.00	110.55	504.00	550.00	439.45	79.90%
Telephone	4267	2,519.98	4,019.00	27,986.29	44,181.00	48,200.00	20,213.71	41.93%
Utilities (Elec,Gas,Wtr,Sewer)	4271	252.17	209.00	2,010.83	2,291.00	2,500.00	489.17	19.56%
Vehicle (Gas and Oil)	4273	66.50	55.00	442.53	595.00	650.00	207.47	31.91%
Total Materials and Supplies		6,406.95	18,335.25	359,083.03	390,059.50	402,230.00	43,146.97	10.73%
Contractual								
Audit	4320	0.00	0.00	15,537.00	13,200.00	13,200.00	(2,337.00)	(17.70)%
Consulting/Professional	4325	21,849.23	45,508.25	263,597.14	497,066.75	541,575.00	277,977.86	51.32%

Statement of Revenues and Expenditures - Expenditures General Fund

Administration

	Cı	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Contingency	4330	4,320.00	834.00	8,970.00	9,166.00	10,000.00	1,030.00	10.30%
Janitorial Service	4345	1,456.86	1,668.00	14,606.34	18,832.00	20,500.00	5,893.66	28.74%
Total Contractual		27,626.09	48,010.25	302,710.48	538,264.75	585,275.00	282,564.52	48.28%
Other Charges								
Transfer to Other Funds	4605	0.00	0.00	3,800,000.00	0.00	0.00	(3,800,000.00)	0.00%
Total Other Charges		0.00	0.00	3,800,000.00	0.00	0.00	(3,800,000.00)	0.00%
Capital Outlay								
Equipment	4815	0.00	417.00	260.74	4,583.00	5,000.00	4,739.26	94.78%
Total Capital Outlay	_	0.00	417.00	260.74	4,583.00	5,000.00	4,739.26	94.79%
Total Expenditures		72,050.74	104,088.26	4,883,594.00	1,343,489.49	1,440,413.00	(3,443,181.00)	(239.04)%
Total		(72,050.74)	(104,088.26)	(4,883,594.00)	(1,343,489.49)	(1,440,413.00)	3,443,181.00	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

City Council

	C 	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010_	3,562.50	3,562.50	39,187.50	39,187.50	42,750.00	3,562.50	8.33%
Total Salaries		3,562.50	3,562.50	39,187.50	39,187.50	42,750.00	3,562.50	8.33%
Benefits								
Social Security	4110	220.88	220.88	2,429.63	2,429.68	2,651.00	221.37	8.35%
Medicare	4111_	51.67	51.67	568.38	568.37	620.00	51.62	8.32%
Total Benefits		272.55	272.55	2,998.01	2,998.05	3,271.00	272.99	8.35%
Materials and Supplies								
Boards and Commissions	4205	0.00	84.00	780.75	2,416.00	2,500.00	1,719.25	68.77%
Cable Operations	4206	0.00	500.00	2,700.00	5,500.00	6,000.00	3,300.00	55.00%
Dues and Subscriptions	4213	0.00	0.00	12,693.87	2,850.00	2,850.00	(9,843.87)	(345.39)%
Public Relations	4239	0.00	834.00	4,500.00	9,666.00	10,500.00	6,000.00	57.14%
Training and Education	4263	0.00	84.00	150.00	916.00	1,000.00	850.00	85.00%
Travel/Meetings	4265_	0.00	0.00	0.00	50.00	50.00	50.00	100.00%
Total Materials and Supplies		0.00	1,502.00	20,824.62	21,398.00	22,900.00	2,075.38	9.06%
Contractual								
Consulting/Professional	4325	0.00	0.00	5,855.33	4,000.00	5,000.00	(855.33)	(17.10)%
Trolley Contracts	4366	0.00	0.00	232.50	600.00	600.00	367.50	61.25%
Total Contractual		0.00	0.00	6,087.83	4,600.00	5,600.00	(487.83)	(8.71)%
Total Expenditures		3,835.05	5,337.05	69,097.96	68,183.55	74,521.00	5,423.04	7.28%
Total		(3,835.05)	(5,337.05)	(69,097.96)	(68,183.55)	(74,521.00)	(5,423.04)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

Community Development

	C	current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	21,716.13	25,766.00	263,762.60	283,426.00	309,192.00	45,429.40	14.69%
Overtime	4030_	960.42	42.00	2,630.07	458.00	500.00	(2,130.07)	(426.01)%
Total Salaries		22,676.55	25,808.00	266,392.67	283,884.00	309,692.00	43,299.33	13.98%
Benefits								
Social Security	4110	1,358.46	1,606.41	15,713.72	17,670.59	19,277.00	3,563.28	18.48%
Medicare	4111	317.72	374.00	3,856.26	4,109.00	4,483.00	626.74	13.98%
I.M.R.F.	4115	2,871.45	3,077.58	27,222.46	33,853.38	36,931.00	9,708.54	26.28%
Medical/Life Insurance	4120	2,845.98	4,113.50	29,882.79	45,248.50	49,362.00	19,479.21	39.46%
Supplemental Pensions	4135_	184.60	200.00	2,169.25	2,200.00	2,400.00	230.75	9.61%
Total Benefits		7,578.21	9,371.49	78,844.48	103,081.47	112,453.00	33,608.52	29.89%
Materials and Supplies								
Boards and Commissions	4205	0.00	400.00	1,770.00	1,200.00	1,200.00	(570.00)	(47.50)%
Dues and Subscriptions	4213	533.00	0.00	533.00	500.00	500.00	(33.00)	(6.60)%
Liability Insurance	4219	275.00	1,917.00	25,824.44	21,083.00	23,000.00	(2,824.44)	(12.28)%
Maintenance - Vehicles	4229	0.00	42.00	0.00	458.00	500.00	500.00	100.00%
Printing and Forms	4235	0.00	200.50	1,769.92	1,447.00	1,565.00	(204.92)	(13.09)%
Economic Development	4240	0.00	0.00	351,494.37	338,000.00	338,000.00	(13,494.37)	(3.99)%
Supplies - Office	4253	0.00	75.00	805.60	825.00	900.00	94.40	10.48%
Training and Education	4263	0.00	0.00	0.00	600.00	600.00	600.00	100.00%
Travel/Meetings	4265	0.00	0.00	0.00	200.00	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273_	113.62	112.50	1,136.47	1,237.50	1,350.00	213.53	15.81%
Total Materials and Supplies		921.62	2,747.00	383,333.80	365,550.50	367,815.00	(15,518.80)	(4.22)%
Contractual								
Consulting/Professional	4325	3,075.00	3,017.00	52,012.00	34,623.00	37,640.00	(14,372.00)	(38.18)%
Conslt/Prof Reimbursable	4328_	4,433.19	5,167.00	80,241.50	62,833.00	68,000.00	(12,241.50)	(18.00)%
Total Contractual		7,508.19	8,184.00	132,253.50	97,456.00	105,640.00	(26,613.50)	(25.19)%
Total Expenditures	_	38,684.57	46,110.49	860,824.45	849,971.97	895,600.00	34,775.55	3.88%
Total		(38,684.57)	(46,110.49)	(860,824.45)	(849,971.97)	(895,600.00)	(34,775.55)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

Public Works, Streets

	C 	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	55,005.78	55,035.00	628,437.94	605,380.00	660,415.00	31,977.06	4.84%
Overtime	4030 _	2,663.01	6,500.00	51,478.32	71,500.00	78,000.00	26,521.68	34.00%
Total Salaries		57,668.79	61,535.00	679,916.26	676,880.00	738,415.00	58,498.74	7.92%
Benefits								
Social Security	4110	3,364.10	3,919.00	41,399.72	43,099.00	47,018.00	5,618.28	11.94%
Medicare	4111	786.77	745.00	9,688.39	8,187.00	8,932.00	(756.39)	(8.46)%
I.M.R.F.	4115	6,699.75	7,339.00	59,256.20	80,720.00	88,059.00	28,802.80	32.70%
Medical/Life Insurance	4120	11,398.04	10,430.00	125,366.04	114,730.00	125,161.00	(205.04)	(0.16)%
Supplemental Pensions	4135_	184.60	200.00	2,215.40	2,200.00	2,400.00	184.60	7.69%
Total Benefits		22,433.26	22,633.00	237,925.75	248,936.00	271,570.00	33,644.25	12.39%
Materials and Supplies								
Liability Insurance	4219	(150.98)	1,109.50	15,431.84	18,138.50	23,029.00	7,597.16	32.98%
Maintenance - Building	4223	16,561.12	5,621.50	145,955.65	240,575.50	246,197.00	100,241.35	40.71%
Maintenance - Equipment	4225	6,787.33	3,261.00	33,616.66	42,989.00	46,250.00	12,633.34	27.31%
Maintenance - Vehicles	4229	1,680.11	5,000.00	54,579.80	55,000.00	60,000.00	5,420.20	9.03%
Postage/Mailings	4233	0.00	84.00	341.65	916.00	1,000.00	658.35	65.83%
Rent - Equipment	4243	264.50	1,976.00	13,904.77	21,724.00	23,700.00	9,795.23	41.33%
Supplies - Office	4253	149.95	222.75	1,192.88	4,680.25	4,903.00	3,710.12	75.67%
Supplies - Other	4257	6,214.50	4,715.75	55,768.94	95,449.25	100,165.00	44,396.06	44.32%
Small Tools & Equipment	4259	391.54	317.00	11,820.49	24,983.00	25,300.00	13,479.51	53.27%
Training and Education	4263	0.00	243.50	1,034.08	3,356.50	3,600.00	2,565.92	71.27%
Uniforms	4269	673.93	0.00	3,182.41	6,446.00	6,446.00	3,263.59	50.62%
Utilities (Elec,Gas,Wtr,Sewer)	4271	419.01	534.00	6,988.94	5,866.00	6,400.00	(588.94)	(9.20)%
Vehicle (Gas and Oil)	4273	5,262.15	5,025.00	50,179.49	55,275.00	60,300.00	10,120.51	16.78%
Total Materials and Supplies	_	38,253.16	28,110.00	393,997.60	575,399.00	607,290.00	213,292.40	35.12%
Contractual								
Consulting/Professional	4325	0.00	585.00	7,788.85	10,165.00	10,750.00	2,961.15	27.54%
Forestry	4350	0.00	0.00	59,489.32	72,711.00	72,711.00	13,221.68	18.18%
Street Light Oper & Maint.	4359	6,282.36	2,917.00	11,520.98	40,083.00	43,000.00	31,479.02	73.20%
Mosquito Abatement	4365	0.00	0.00	40,887.00	41,700.00	41,700.00	813.00	1.94%

Statement of Revenues and Expenditures - Expenditures General Fund

Public Works, Streets

	(Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373	6,500.00	0.00	31,297.50	37,975.00	37,975.00	6,677.50	17.58%
Drainage Projects	4374	0.00	0.00	165,357.62	107,000.00	107,000.00	(58,357.62)	(54.53)%
Tree Trim/Removal	4375	75,544.00	0.00	113,106.44	221,715.00	221,715.00	108,608.56	48.98%
Total Contractual		88,326.36	3,502.00	429,447.71	531,349.00	534,851.00	105,403.29	19.71%
Capital Outlay								
Residential Concrete Program	4381	0.00	0.00	25,794.95	0.00	0.00	(25,794.95)	0.00%
Equipment	4815	0.00	0.00	393,337.47	541,750.00	541,750.00	148,412.53	27.39%
Total Capital Outlay	_	0.00	0.00	419,132.42	541,750.00	541,750.00	122,617.58	22.63%
Total Expenditures		206,681.57	115,780.00	2,160,419.74	2,574,314.00	2,693,876.00	533,456.26	19.80%
Total	_	(206,681.57)	(115,780.00)	(2,160,419.74)	(2,574,314.00)	(2,693,876.00)	(533,456.26)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

Police Department

	0	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	31,885.54	37,123.75	384,886.82	401,972.25	436,846.00	51,959.18	11.89%
Salaries - Officers	4020	270,907.32	316,254.00	3,256,123.26	3,438,192.50	3,736,296.00	480,172.74	12.85%
Overtime	4030_	26,187.95	41,575.00	451,798.41	478,308.00	519,883.00	68,084.59	13.09%
Total Salaries		328,980.81	394,952.75	4,092,808.49	4,318,472.75	4,693,025.00	600,216.51	12.79%
Benefits								
Social Security	4110	1,984.30	2,257.00	25,390.98	24,827.00	27,084.00	1,693.02	6.25%
Medicare	4111	4,407.97	5,670.50	56,306.16	62,375.50	68,046.00	11,739.84	17.25%
I.M.R.F.	4115	3,793.64	2,997.00	37,885.48	32,967.00	35,964.00	(1,921.48)	(5.34)%
Medical/Life Insurance	4120	38,258.32	35,474.00	411,214.73	390,207.00	425,681.00	14,466.27	3.39%
Police Pension	4130	0.00	142,862.50	1,728,464.69	1,571,487.50	1,714,350.00	(14,114.69)	(0.82)%
Supplemental Pensions	4135_	3,415.10	3,700.00	40,015.55	40,700.00	44,400.00	4,384.45	9.87%
Total Benefits		51,859.33	192,961.00	2,299,277.59	2,122,564.00	2,315,525.00	16,247.41	0.70%
Materials and Supplies								
Animal Control	4201	0.00	125.00	630.00	1,375.00	1,500.00	870.00	58.00%
Auxiliary Police	4203	0.00	335.00	247.99	3,665.00	4,000.00	3,752.01	93.80%
Boards and Commissions	4205	0.00	1,026.00	17,089.98	11,274.00	12,300.00	(4,789.98)	(38.94)%
Dues and Subscriptions	4213	329.00	264.00	1,752.00	2,886.00	3,150.00	1,398.00	44.38%
Investigation and Equipment	4217	1,341.89	3,483.00	18,805.19	39,497.00	42,980.00	24,174.81	56.24%
Liability Insurance	4219	4,239.56	5,336.00	48,992.41	60,284.00	65,520.00	16,527.59	25.22%
Maintenance - Equipment	4225	1,433.46	1,031.00	10,902.29	16,174.00	17,205.00	6,302.71	36.63%
Maintenance - Vehicles	4229	865.06	2,468.00	28,221.22	27,132.00	29,600.00	1,378.78	4.65%
Postage/Mailings	4233	1,335.88	359.00	2,493.36	3,941.00	4,300.00	1,806.64	42.01%
Printing and Forms	4235	1,670.24	125.00	5,344.60	1,375.00	1,500.00	(3,844.60)	(256.30)%
Public Relations	4239	0.00	292.00	2,960.99	3,208.00	3,500.00	539.01	15.40%
Rent - Equipment	4243	0.00	250.00	1,100.00	5,250.00	5,500.00	4,400.00	80.00%
Supplies - Office	4253	733.30	542.00	5,552.69	5,958.00	6,500.00	947.31	14.57%
Training and Education	4263	550.00	2,737.50	15,931.15	30,112.50	32,850.00	16,918.85	51.50%
Travel/Meetings	4265	0.00	941.00	3,028.45	12,309.00	13,250.00	10,221.55	77.14%
Telephone	4267	268.35	1,168.00	10,038.87	12,832.00	14,000.00	3,961.13	28.29%
Uniforms	4269	2,096.78	1,135.00	50,547.42	53,965.00	55,100.00	4,552.58	8.26%

Statement of Revenues and Expenditures - Expenditures General Fund

Police Department

	(Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec,Gas,Wtr,Sewer)	4271	768.47	626.00	5,987.92	6,874.00	7,500.00	1,512.08	20.16%
Vehicle (Gas and Oil)	4273	5,180.54	6,250.00	57,229.01	68,750.00	75,000.00	17,770.99	23.69%
Total Materials and Supplies		20,812.53	28,493.50	286,855.54	366,861.50	395,255.00	108,399.46	27.43%
Contractual								
Consulting/Professional	4325	0.00	0.00	440,947.81	448,500.00	448,500.00	7,552.19	1.68%
Dumeg/Fiat/Child Center	4337	0.00	0.00	25,180.00	24,700.00	24,700.00	(480.00)	(1.94)%
Total Contractual	_	0.00	0.00	466,127.81	473,200.00	473,200.00	7,072.19	1.49%
Total Expenditures	_	401,652.67	616,407.25	7,145,069.43	7,281,098.25	7,877,005.00	731,935.57	9.29%
Total	_	(401,652.67)	(616,407.25)	(7,145,069.43)	(7,281,098.25)	(7,877,005.00)	(731,935.57)	0.00%

Statement of Revenues and Expenditures - Expenditures General Fund

SSA Expenditures

	C	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Consulting/Professional	4325	0.00	0.00	1,500.00	0.00	0.00	(1,500.00)	0.00%
Total Contractual		0.00	0.00	1,500.00	0.00	0.00	(1,500.00)	0.00%
Total Expenditures	_	0.00	0.00	1,500.00	0.00	0.00	(1,500.00)	0.00%
Total		0.00	0.00	(1,500.00)	0.00	0.00	1,500.00	0.00%

Statement of Revenues and Expenditures - Expenditures Water Fund

water Fullu

Public Works, Water

	C 	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	37,982.78	39,435.00	415,241.47	433,775.00	473,210.00	57,968.53	12.25%
Overtime	4030_	6,933.64	7,500.00	83,696.45	82,500.00	90,000.00	6,303.55	7.00%
Total Salaries		44,916.42	46,935.00	498,937.92	516,275.00	563,210.00	64,272.08	11.41%
Benefits								
Social Security	4110	2,624.14	3,231.00	29,799.76	35,540.00	38,771.00	8,971.24	23.13%
Medicare	4111	613.71	756.00	7,017.58	8,311.00	9,067.00	2,049.42	22.60%
I.M.R.F.	4115	6,440.10	5,383.00	60,298.37	59,203.00	64,586.00	4,287.63	6.63%
Medical/Life Insurance	4120	8,552.06	8,951.00	96,350.26	98,453.00	107,404.00	11,053.74	10.29%
Supplemental Pensions	4135_	184.60	200.00	2,215.40	2,200.00	2,400.00	184.60	7.69%
Total Benefits		18,414.61	18,521.00	195,681.37	203,707.00	222,228.00	26,546.63	11.95%
Materials and Supplies								
Liability Insurance	4219	413.89	16,800.00	166,652.04	187,718.00	204,520.00	37,867.96	18.51%
Maintenance - Building	4223	2,705.24	1,984.15	28,362.72	43,606.90	45,591.00	17,228.28	37.78%
Maintenance - Equipment	4225	1,451.55	1,390.00	15,814.56	15,260.00	16,650.00	835.44	5.01%
Maintenance - Water System	4231	7,986.89	15,604.00	135,901.70	193,346.00	208,950.00	73,048.30	34.95%
Postage/Mailings	4233	0.00	117.00	5.00	1,283.00	1,400.00	1,395.00	99.64%
Quality Control	4241	400.00	906.00	7,110.70	9,944.00	10,850.00	3,739.30	34.46%
Service Charge	4251	20,833.34	20,834.00	229,166.74	229,166.00	250,000.00	20,833.26	8.33%
Supplies - Operation	4255	0.00	251.00	4,407.37	2,749.00	3,000.00	(1,407.37)	(46.91)%
Training and Education	4263	83.00	55.00	1,522.00	2,845.00	2,900.00	1,378.00	47.51%
Telephone	4267	0.00	918.00	5,348.48	10,082.00	11,000.00	5,651.52	51.37%
Uniforms	4269	1,058.70	0.00	3,604.90	3,825.01	3,825.01	220.11	5.75%
Utilities (Elec,Gas,Wtr,Sewer)	4271	4,624.38	4,292.00	33,905.56	47,208.00	51,500.00	17,594.44	34.16%
Vehicle (Gas and Oil)	4273	1,004.77	1,331.25	13,775.80	14,643.75	15,975.00	2,199.20	13.76%
Total Materials and Supplies	_	40,561.76	64,482.40	645,577.57	761,676.66	826,161.01	180,583.44	21.86%
Contractual								
Audit	4320	0.00	0.00	11,513.00	11,513.00	11,513.00	0.00	0.00%
Consulting/Professional	4325	0.00	1,247.00	5,006.15	13,703.00	14,950.00	9,943.85	66.51%
Leak Detection	4326	0.00	1,801.00	12,844.32	19,799.00	21,600.00	8,755.68	40.53%
Data Processing	4336	0.00	12,709.00	106,766.77	139,791.00	152,500.00	45,733.23	29.98%

Statement of Revenues and Expenditures - Expenditures

Water Fund

Public Works, Water

From 3/1/2020 Through 3/31/2020

	C	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Total Budget Remaining
DuPage Water Commission	4340_	325,321.29	390,207.00	3,660,569.01	4,292,273.00	4,682,480.00	1,021,910.99	21.82%
Total Contractual		325,321.29	405,964.00	3,796,699.25	4,477,079.00	4,883,043.00	1,086,343.75	22.25%
Other Charges								
Transfer to Other Funds	4605_	0.00	0.00	801,030.25	0.00	0.00	(801,030.25)	0.00%
Total Other Charges		0.00	0.00	801,030.25	0.00	0.00	(801,030.25)	0.00%
Capital Outlay								
Equipment	4815	2,517.00	417.00	2,937.00	15,833.00	16,250.00	13,313.00	81.92%
Water Meter Purchases	4880	4,690.00	2,250.00	43,245.57	24,750.00	27,000.00	(16,245.57)	(60.16)%
Total Capital Outlay		7,207.00	2,667.00	46,182.57	40,583.00	43,250.00	(2,932.57)	(6.78)%
Debt Service								
Debt Retire-Water Refunding	4950	0.00	0.00	687,278.00	688,375.00	688,375.00	1,097.00	0.15%
Total Debt Service		0.00	0.00	687,278.00	688,375.00	688,375.00	1,097.00	0.16%
Total Expenditures		436,421.08	538,569.40	6,671,386.93	6,687,695.66	7,226,267.01	554,880.08	7.68%
Total		(436,421.08)	(538,569.40)	(6,671,386.93)	(6,687,695.66)	(7,226,267.01)	(554,880.08)	0.00%

Percent

Statement of Revenues and Expenditures - Expenditures Motor Fuel Tax

MFT Expenses

	C	current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	9,089.80	20,417.00	185,945.39	224,583.00	245,000.00	59,054.61	24.10%
Overtime	4030_	953.19	0.00	61,578.59	0.00	0.00	(61,578.59)	0.00%
Total Salaries		10,042.99	20,417.00	247,523.98	224,583.00	245,000.00	(2,523.98)	(1.03)%
Benefits								
Social Security	4110	622.67	1,266.00	15,346.51	13,924.00	15,190.00	(156.51)	(1.03)%
Medicare	4111	145.62	296.00	3,589.10	3,256.00	3,553.00	(36.10)	(1.01)%
I.M.R.F.	4115_	1,290.52	2,768.50	25,289.56	30,453.50	33,222.00	7,932.44	23.87%
Total Benefits		2,058.81	4,330.50	44,225.17	47,633.50	51,965.00	7,739.83	14.89%
Materials and Supplies								
Road Material	4245	1,484.00	3,175.00	13,287.72	34,925.00	38,100.00	24,812.28	65.12%
Salt	4249	50,497.75	44,040.00	199,203.55	132,120.00	176,160.00	(23,043.55)	(13.08)%
Supplies - Other	4257	0.00	0.00	21,430.68	14,800.00	18,500.00	(2,930.68)	(15.84)%
Pavement Striping	4261_	0.00	0.00	17,249.83	34,500.00	34,500.00	17,250.17	50.00%
Total Materials and Supplies		51,981.75	47,215.00	251,171.78	216,345.00	267,260.00	16,088.22	6.02%
Contractual								
Consulting/Professional	4325_	0.00	0.00	5,000.00	5,000.00	5,000.00	0.00	0.00%
Total Contractual		0.00	0.00	5,000.00	5,000.00	5,000.00	0.00	0.00%
Capital Outlay								
Street Lights	4840	3,905.10	0.00	31,425.48	35,000.00	35,000.00	3,574.52	10.21%
Street Reconstruction/Rehab	4855	3,157.98	0.00	3,157.98	0.00	0.00	(3,157.98)	0.00%
Total Capital Outlay		7,063.08	0.00	34,583.46	35,000.00	35,000.00	416.54	1.19%
Total Expenditures		71,146.63	71,962.50	582,504.39	528,561.50	604,225.00	21,720.61	3.59%
Total		(71,146.63)	(71,962.50)	(582,504.39)	(528,561.50)	(604,225.00)	(21,720.61)	0.00%

Statement of Revenues and Expenditures - Expenditures Special Service Area Tax Fund

SSA Expenditures

	C 	current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Maintenance - Equipment	4225	0.00	125.00	0.00	1,375.00	1,500.00	1,500.00	100.00%
Total Materials and Supplies		0.00	125.00	0.00	1,375.00	1,500.00	1,500.00	100.00%
Contractual								
Consulting/Professional	4325	0.00	0.00	0.00	5,000.00	5,000.00	5,000.00	100.00%
Contingency	4330	0.00	125.00	0.00	1,375.00	1,500.00	1,500.00	100.00%
Total Contractual	_	0.00	125.00	0.00	6,375.00	6,500.00	6,500.00	100.00%
Total Expenditures		0.00	250.00	0.00	7,750.00	8,000.00	8,000.00	100.00%
Total	_	0.00	(250.00)	0.00	(7,750.00)	(8,000.00)	(8,000.00)	0.00%

Statement of Revenues and Expenditures - Expenditures State Drug Forfeiture Fund Drug Forfeiture Expenditures

	(Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Vehicle (Gas and Oil)	4273	286.23	0.00	1,998.77	0.00	0.00	(1,998.77)	0.00%
Total Materials and Supplies		286.23	0.00	1,998.77	0.00	0.00	(1,998.77)	0.00%
Total Expenditures		286.23	0.00	1,998.77	0.00	0.00	(1,998.77)	0.00%
Total		(286.23)	0.00	(1,998.77)	0.00	0.00	1,998.77	0.00%

Statement of Revenues and Expenditures - Expenditures Water Depreciation Fund

Depreciation Expenses

		ent Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Other Charges								
Transfer to Other Funds	4605	0.00	0.00	50,757.31	0.00	0.00	(50,757.31)	0.00%
Total Other Charges		0.00	0.00	50,757.31	0.00	0.00	(50,757.31)	0.00%
Capital Outlay								
Capital Improv-Infrastructure	4390	0.00	0.00	256,694.40	1,440,000.00	1,440,000.00	1,183,305.60	82.17%
Equipment	4815	0.00	0.00	63,856.40	67,000.00	67,000.00	3,143.60	4.69%
Total Capital Outlay		0.00	0.00	320,550.80	1,507,000.00	1,507,000.00	1,186,449.20	78.73%
Total Expenditures		0.00	0.00	371,308.11	1,507,000.00	1,507,000.00	1,135,691.89	75.36%
Total		0.00	0.00	(371,308.11)	(1,507,000.00)	(1,507,000.00)	(1,135,691.89)	0.00%

Statement of Revenues and Expenditures - Expenditures

FESA - Justice - 1

Drug Forfeiture Expenditures

	Сı —	rrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Materials and Supplies								
Dues and Subscriptions	4213	196.86	0.00	23,884.95	0.00	0.00	(23,884.95)	0.00%
Total Materials and Supplies		196.86	0.00	23,884.95	0.00	0.00	(23,884.95)	0.00%
Total Expenditures		196.86	0.00	23,884.95	0.00	0.00	(23,884.95)	0.00%
Total		(196.86)	0.00	(23,884.95)	0.00	0.00	23,884.95	0.00%

Statement of Revenues and Expenditures - Expenditures Capital Improvement Fund Capital Fund Expenditures

	C —	urrent Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Contractual								
Consulting/Professional	4325	0.00	0.00	55,721.13	51,500.00	51,500.00	(4,221.13)	(8.19)%
Total Contractual		0.00	0.00	55,721.13	51,500.00	51,500.00	(4,221.13)	(8.20)%
Capital Outlay								
Ditch Projects	4376	13,390.00	0.00	2,703,187.48	3,486,000.00	3,486,000.00	782,812.52	22.45%
Sidewalk Replacement Program	4380	0.00	0.00	158,435.80	154,675.00	154,675.00	(3,760.80)	(2.43)%
Crack Seal Program	4382	0.00	0.00	138,274.40	163,286.00	163,286.00	25,011.60	15.31%
Curb & Gutter Replacement Prog	4383	0.00	0.00	408,673.38	441,893.00	441,893.00	33,219.62	7.51%
Economic Incentive	4400	0.00	0.00	145,461.52	0.00	0.00	(145,461.52)	0.00%
Street Reconstruction/Rehab	4855	0.00	0.00	1,321,862.83	1,632,500.00	1,632,500.00	310,637.17	19.02%
Total Capital Outlay		13,390.00	0.00	4,875,895.41	5,878,354.00	5,878,354.00	1,002,458.59	17.05%
Debt Service								
Debt Retire - Property	4945	0.00	0.00	192,290.00	194,427.00	194,427.00	2,137.00	1.09%
Total Debt Service		0.00	0.00	192,290.00	194,427.00	194,427.00	2,137.00	1.10%
Total Expenditures		13,390.00	0.00	5,123,906.54	6,124,281.00	6,124,281.00	1,000,374.46	16.33%
Total		(13,390.00)	0.00	(5,123,906.54)	(6,124,281.00)	(6,124,281.00)	(1,000,374.46)	0.00%

CITY OF DARIEN -- CASH RESERVES March 31, 2020

FUND	FUND NAME	TOTAL	
01	General Fund	\$	2,625,453.83
02	Water Fund	\$	3,093,051.12
03	MFT Fund	\$	451,561.22
05	Impact Fees Fund	\$	-
07	Stormwater Management Fund	\$	80,486.44
10	Special Service Area Tax Fund	\$	19,778.72
11	State Drug Forfeiture Fund	\$	18,249.26
12	Water Depreciation Fund	\$	2,139,139.01
17	Federal Equitable Sharing Acct	\$	365,769.89
18	Seized Asset Funds	\$	-
19	DOT - Federal Equitable Sharing	\$	18,732.73
23	DUI Technology Fund	\$	22,656.06
24	E-Citation Fund	\$	2,993.34
25	Capital Improvement Fund		4,203,201.52
	TOTAL	<u>\$</u>	13,041,073.14

Prior Month Cash Balance

\$ 13,059,913.06

Bank Accounts a	,	Account Balances		
Republic Bank D	\$	18,249.26		
Republic Bank E	\$	384,502.62		
Republic Bank N	\$	4,903,960.70		
Republic Bank O	\$	127,213.78		
Republic Bank Pa	\$	(14,197.18)		
Illinois Funds Mo	\$	4,526,460.55		
IMET Investment	\$	17,093.56		
Republic Bank 12	\$	1,014,041.92		
Republic Bank 24 Month CD - 2.00% - MAT - 7/19/2021			1,014,041.92	
Wintrust Community Bank 24 Month CD - 2.89% - MAT - 7/19/2020			1,049,706.01	
	TOTAL	<u>\$</u>	13,041,073.14	

Market Value \$ 20,000,000

Letter of Credit 8/8/2019 - 8/7/2020

^{*} Republic Bank interst rate is Annual Precentage Rate



CITY OF DARIEN DU PAGE COUNTY, ILLINOIS

ORDINANCE NO
AN ORDINANCE APPROVING THE 2020-2021 BUDGET
ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN

THIS 20^{th} DAY OF APRIL, 2020

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this _____day of April, 2020.

ORDINANCE NO.

AN ORDINANCE APPROVING THE 2020-2021 BUDGET

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN,

DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS,

as follows:

SECTION 1: The 2020-2021 Budget, a copy of which is attached hereto as **Exhibit 1** and made a part hereof is hereby approved.

SECTION 2: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of April, 2020.

AYES:			
NAYS:			
ABSENT:			

ORDINANCE NO	
APPROVED BY THE MAYOR OF T	HE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS , this 20 th day of April, 2020.	
ATTEST:	JOSEPH A. MARCHESE, MAYOR
11111111	
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



CITY OF DARIEN BUDGET

FISCAL YEAR ENDING 2021

May 1, 2020 – April 30, 2021

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PRINCIPAL OFFICIALS

MAYOR

Joseph Marchese

CITY COUNCIL

Ted Schauer Ward 1
Lester Vaughan Ward 2
Joseph Kenny Ward 3
Thomas Chlystek Ward 4
Mary Sullivan Ward 5
Eric Gustafson Ward 6
Thomas Belczak Ward 7

CITY TREASURER

Mike Coren

CITY CLERK

JoAnne Ragona

CITY ADMINISTRATOR

Bryon D. Vana

STAFF

Gregory Thomas Chief of Police

Daniel Gombac Director of Municipal Services

Julie Saenz Accounting Manager

Lisa Klemm Admin Assistant to City Administrator

BUDGET MESSAGE FISCAL YEAR May 1, 2020 – April 30, 2021

CITY OF DARIEN MEMO

TO: Mayor Marchese and City Council

FROM: Bryon D. Vana, City Administrator

DATE: April 13, 2020

SUBJECT: 2020-21 Budget Message

This year's budget process is one most of us have never experienced before. After several public budget meetings, staff prepared a draft budget with the minor modifications discussed at said meetings. I am now recommending approval of a budget significantly different from the previous draft due to the impact the coronavirus is having on the economy. While I have full confidence the economy will bounce back, there is an immediate effect on the city's financial projections. As of now, the financial data of the short-term impact on city finances is not yet known, but I anticipate most municipalities are going to implement a much more conservative spending plan for the 2020-2021 budget year.

The attached draft budget includes the changes discussed with the Council during the budget meetings. I also revised the FYE 20 estimated actual revenue resulting in a reduced estimated revenue of \$628,232. Additionally, Mayor Marchese and I are recommending additional budget reductions contained in the attached list titled Suggested Revision FYE21 (Exhibit 1). Some of those reductions will result in long-term savings while others will simply be a deferred expense until the next fiscal year. A summary of the reductions are included on Exhibit 1. The revisions total \$3,627,419 in all funds. Additionally, since the financial impact on revenues in FYE 4-30-2021 is unknown, I increased the GF fund balance by approximately \$550,000 to *cushion* impacts during the fiscal year. We will be analyzing the budget impacts monthly and recommending any changes based on the financials.

Feel free to contact me with any questions.

SUGGESTED REVISIONS FYE 21

		3000E31EB REVISIONS11	(16,000) (10		EXHIBIT 1
	ACCOUNT	DESCRIPTION	FYE21		TOTAL
	ADMINISTRAT				
	10-4239	Citizen of the Year	(8.100)		
	10-4239	Quarterly Newsletters	1 1		
	10-4239	3 Events - Carraige Greens			
	10-4239	Special Events Mgmt	<u> </u>		
	10-4239	3 Informational Flyers	1		
		Total - Admin	Í	(43,996)	
	CITY COUNCIL	(12)			
				0	
	COMMUNITY	DEVELOPMENT (20)			
				0	
	POLICE DEPAR	TMENT (40)			
	40-4030	Darien Fest	(16,000)		
	40-4815	Safety Camera Grants	(10,000)		
		Total Police Department		(26,000)	
	STREETS DEPA	RTMENT (30)			
	30-4010	Summer Workers (includes s.s. and shirts)	(54,756)		
	30-4223	Darien Historical Society - Foundation Repair	(10,000)		
*	30-4223	Manning Road Retaining Wall	(60,000)		
	30-4350	75th Street Landscape Irrigation	(15,000)		
	30-4350	General Tree Replacement	(27,500)		
	30-4359	Street Light Requests	(10,000)		
	30-4374	Drainage Projects - City Share	(72,000)		
	30-4374	PW Ditching Site - split with Sterling	(25,000)		
	30-4375	Tree Trimming	(94,500)		
*	30-4815	Pipe Inspection Camera	(48,100)		
*	30-4815	End Loader Bucket Payload Monitor 1/2 water	(5,875)		
*	30-4815	Truck #502 - Supt SUV - 1/2 to water	(31,500)		
*	30-4815	Trailer #301 - 1/2 to water	<u> </u>		
*	30-4815	Water Trailer - 1/2 to water	(18,000)		
*	30-4815	Cat Plow - 1/2 to water	(1,900)		
		Total - Streets		(479,931)	
-		Sub Total - General Fund			(549,927)
_	CAPITAL (25)				
*	25-35-4376	R&R Rear Yard Drainage - Leonard Drive	· · · · · ·		
*	25-35-4376	Rear Yard Drainage - Harvest Pl/Meadow	· · · · · · · · · · · · · · · · · · ·		
*	25-35-4376	Rear Yard Drainage - Bayberry /Walden	1 1		
*	25-35-4376	Rear Yard Drainage - Downers Drive/Clifford	+ · · · · · · · · · · · · · · · · · · ·		
*	25-35-4376	Rear Yard Drainage - Beller/Meadow	(30,600)		
*	25-35-4376	Rear Yard Drainage - Clarendon Hills/Alabama	(35,500)		
*	25-35-4376	922 Tamarack	(18,500)		
	25-35-4376	8509 GlenEyre	(12,850)		
\vdash	25-35-4380 25-35-4382	Sidewalk Replacements Crack Seal Program	(188,750) (189,239)		
 	25-35-4383	Curb & Gutter Program	(480,378)		
\vdash	25-35-4365	Street Reconstruction/Rehab	(1,428,400)		
\vdash	25-35-4835	Consulting/Professional	(61,500)		
	23 33 4323	Total Capital	(01,500)		(2,789,417)
					(2,703,417)
	WATER (50)				
*	50-4815	Truck #502 - Supt 1/2 to Streets	(31,500)		
*	50-4815	Trailer #301 - 1/2 to Streets	(5,800)		
*	50-4815	End Loader Bucket Payload Monitor-1/2 street	(5,875)		
		Total - Water	(3,0.3)	(43,175)	
	WATER DEPRE			(,	
*	12-51-4815	Truck #408	(195,000)		
*	12-51-4815	Water Trailer - 1/2 to streets	(18,000)		
*	12-51-4390	Power Washing - 3 Elevated Water Towers	(30,000)		
*	12-51-4390	Cat Plow - 1/2 to Streets	(1,900)		
		Total - Water Depreciation	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	(244,900)	
		Sub Total - Water			(288,075)
		TOTAL SUGGESTED REDUCTION			(3,627,419)
		·			

^{*} Deferred until FYE22

GENERAL FUND BUDGET FISCAL YEAR May 1, 2020 – April 30, 2021

GENERAL FUND BUDGET SUMMARY
GENERAL FUND REVENUE SUMMARY
GENERAL FUND REVENUE BUDGET
MAYOR/CITY COUNCIL BUDGET
ADMINISTRATION BUDGET
COMMUNITY DEVELOPMENT BUDGET
POLICE BUDGET
MUNICIPAL SERVICES - STREETS BUDGET
CAPITAL PROJECTS FUND BUDGET
DEBT SERVICE FUND

GENERAL FUND

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

<u>MAYOR/CITY COUNCIL</u> - This Department includes support for the operations of the City Council and the Mayor's offices.

<u>ADMINISTRATION</u> - The Administration Department provides overall management and support for City operations, including the City Administrator's office, the finance division, the City Clerk's office, and the citizen service division.

<u>POLICE</u> - The Police Department is the largest Department in the City. The Department is the City's law enforcement agency, providing traffic control and enforcement, crime prevention services, patrol, investigation, records and short-term incarceration.

<u>MUNICIPAL SERVICES - COMMUNITY DEVELOPMENT DIVISION</u> - The Community Development division of the Municipal Services Department includes all functions related to the planning and development of the community, including building and development review, building inspection, code enforcement, comprehensive planning, and economic development.

<u>MUNICIPAL SERVICES - STREETS DIVISION</u> - The Street division is responsible for maintenance and repairs to the City's streets, storm sewers, catch basins and street lights; as well as plowing snow, mowing the rights-of-way, and maintaining and repairing the City's fleet of vehicles and equipment.

4/14/2020

GENERAL FUND SUMMARY FYE 21

ACCOUNT	FYE '19 ACTUAL		FYE '20 BUDGET	FYE '20 EST ACT		FYE '21 BUD REQ		DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES		FYE '22 FORECAST		FYE '23 FORECAST
GENERAL FUND REVENUE	\$ 16,150,970	\$	15,234,160	\$ 15,177,881	<u>\$</u>	15,255,973	<u>\$</u>	15,255,973	\$ 	<u>\$</u>	15,213,365	\$	15,386,196
TOTAL REVENUE	\$ 16,150,970	\$	15,234,160	\$ 15,177,881	\$	15,255,973	\$	15,255,973	\$ -	\$	15,213,365	\$	15,386,196
DEPT. EXPENDITURES													
CITY COUNCIL	55,746		74,021	85,266	\$	86,411		50,071	36,340		87,821		87,821
ADMINISTRATION	1,145,563		1,440,412	1,242,587	\$	1,078,952		1,001,212	77,740		1,156,039		1,373,574
COMMUNITY DEV	933,756		895,600	911,780	\$	1,089,921		1,089,121	800		972,937		1,004,354
POLICE	8,165,123		7,877,003	7,797,000	\$	8,296,121		8,236,326	59,795		8,803,348		9,269,288
PW/STREETS	2,755,954		2,693,875	2,681,781	\$	1,987,516		1,687,677	299,839		2,682,507		2,743,346
Water Fund Reimb	(250,000)	<u> </u>	<u> </u>				·			·		
TOTAL EXPENDITURES	\$ 12,806,142	\$	12,980,911	\$ 12,718,414	\$	12,538,921	\$	12,064,407	\$ 474,514	\$	13,702,652	\$	14,478,383
FISCAL YEAR BAL	3,344,828		2.253.250	\$ 2,459,467	\$	2.717.052		N/A	N/A	\$	1,510,713	\$	907.813
BEGINNING FUND BAL	4,481,610		3,785,054	\$ 4,614,249		3,273,716		N/A	N/A	\$	3,590,768		3,451,481
ENDING FUND BAL	\$ 7,826,438		6,038,304	\$ 7,073,716	\$	5,990,768		N/A	N/A	\$	5,101,481	\$	4,359,294
								N/A	N/A				
TRANSFER TO CAP.	3,000,000		3,000,000	 3,800,000	\$	2,400,000		N/A	N/A	_	1,650,000	_	1,000,000
ENDING FUND BAL	\$ 4,614,249	\$	3,038,304	\$ 3,273,716	\$	3,590,768		N/A	N/A	\$	3,451,481	\$	3,359,294

FY 20-21 BUDGET GENERAL FUND REVENUE SUMMARY

<u>TAXES</u>

Real Estate Taxes

<u>Description:</u> General Fund share of property taxes collected from real property in City.

<u>Basis of Projection:</u> Amount determined by the City when tax levy was approved in November, 2019.

Road & Bridge Taxes

<u>Description:</u> City share of County's taxes collected inside City.

Basis of Projection: Estimate based on current year estimated actual.

Gasoline Tax

Description: 2 cents (\$0.02) added to each gallon of gas sold from Darien Gas stations.

Basis of Projection: Estimate based on current year estimated actual.

Food and Beverage Tax

<u>Description:</u> 1.25% added on food and beverages (alcoholic and non-alcoholic), which can be consumed on the premises where purchased.

Basis of Projection: Estimate based on current year estimated actual.

State Income Tax

<u>Description:</u> City's share (based on population) of State's Income Tax Collections distributed to municipalities.

Basis of Projection: Budget reflects State funding formula estimates.

Local Use Tax

<u>Description:</u> City's share (based on population) of the additional revenue from state use tax receipts collected on personal property from out of state retailers.

Basis of Projection: Reflects State funding formula estimates formula.

Sales Tax

<u>Description:</u> 1.00% of retail sales within the City. Also an additional 1% Home Rule Sales Tax on applicable goods.

<u>Basis of Projection:</u> Estimated to reflect sales tax allocated to the General Fund based on previous year estimates and current economic climate.

Municipal Utility Tax

<u>Description:</u> 5.0% charge on natural gas and electric bills in City.

Basis of Projection: Projections based on historical average receipts.

Amusement Tax

Description: 3% tax on gross receipts from all amusement activities in the City.

Basis of Projection: Projected to equal current year end estimated revenue.

Hotel/Motel Tax

<u>Description:</u> 5% tax imposed on the business of renting rooms in a Hotel/Motel

Basis of Projection: Projected based on previous average year's revenue.

LICENSES

Business Licenses

<u>Description:</u> Fee levied on retail and commercial businesses in City.

<u>Basis of Projection:</u> Projected to equal current year end estimated revenue.

Liquor Licenses

<u>Description:</u> Fee levied on all businesses engaged in sale of alcoholic beverages.

Basis of Projection: Based on current year end estimated revenue.

Contractor Licenses

<u>Description:</u> Fee levied on all contractors who operate

or do work in the City.

Basis of Projection: Projected based on previous year's revenue

FINES/FEES/PERMITS

Court Fines

<u>Description:</u> Fines levied by Court for violations of City traffic ordinances.

Basis of Projection: Projected based on previous year's revenue

Towing Fees

<u>Description:</u> An administrative fee collected when a vehicle has to be towed and impounded due to the arrest or detention of the owner or driver for violation of a local law or ordinance.

Basis of Projection: Projected based on previous year's revenue

Ordinance Fines

<u>Description:</u> Fines levied by Court for violations of City codes and ordinances, other than Traffic Code.

Basis of Projection: Projected based on previous average year's revenue

Building Permit Fees

<u>Description</u>: Fee, based on value, for new and remodeling construction projects in City.

<u>Basis of Projection:</u> Estimated conservative and reduced from last year's estimated actual budget.

Municipal Telecommunications Tax

<u>Description:</u> 6.0% of gross revenues of telecommunication retailers. This revenue is collected by the state and distributed to communities based on local ordinances.

Basis of Projection: Projections based on historical average receipts.

Nicor Franchise Fee

<u>Description:</u> Value of franchise-required free gas service to municipal facilities. Amount of free gas based on population. Value determined by floating average of natural gas prices.

Basis of Projection: Projections estimated to reflect current year estimated actual.

Cable TV Franchise Fee

<u>Description:</u> 5% on gross receipts of cable company operations in City plus a 1% PEG fee for cable broadcast improvements.

Basis of Projection: Based on current year end estimated revenue.

Public Hearing Fees (Reimbursements)

<u>Description:</u> Reimbursement for costs of conducting public hearings.

Basis of Projection: Projected at last year's budget amount.

Elevator Inspection Fees

<u>Description:</u> Reimbursement for semi-annual inspection of elevators in City.

Basis of Projection: Projected at last year's budget amount

Public Improvement Permit Fee

<u>Description:</u> Fee charged for inspection of any work done by private contractor on municipal property.

<u>Basis of Projection:</u> Expect about the same for next year.

Engineering/Professional Fees (Reimbursements)

Legal Fees (Reimbursements)

<u>Description:</u> Reimbursement for City's out-of-pocket costs for engineering and legal reviews and projects requiring professional service contracts.

<u>Basis of Projections:</u> Estimate equals approximate amount budgeted for reimbursable expenditures.

Police Special Service

<u>Description:</u> Reimbursement for special services provided by Police Department such as school liaison officer, traffic control, and additional details requested by banks.

<u>Basis of Projection:</u> Based on current year end estimated revenue and estimated future demand.

D.U.I Technology

<u>Description:</u> Portion of fines received for D.U.I. convictions.

Basis of Projection: Based on current year end estimated revenue.

Stormwater Management/Review Fees

<u>Description:</u> Reimbursement for stormwater management engineering fees – out-of-pocket costs of City.

Basis of Projections: Based on last year's budget.

Developer Contributions/Impact Fees

<u>Description:</u> \$125/housing unit development and impact fee.

Basis of Projection: Estimate minimal revenue.

OTHER INCOME

Water Fund Share

<u>Description:</u> Fee paid by Water Fund to General Fund to offset administrative costs incurred by General Fund. Examples of cost include staff time, computer use, accounting and payroll services and other support activities.

Basis of Projection: Amount equal to previous year's contribution.

Interest

Description: Interest earnings on General Fund revenues.

Basis of Projection: Based on estimated interest rates and available cash for investments.

Police Reports/Prints

<u>Description:</u> Charges for copies of reports and documents and for fingerprinting requests.

Basis of Projection: Based on last year's budget estimated actual.

Rents

<u>Description:</u> Rent from City properties.

Basis of Projection: Rent revenue form telecommunication leases on City properties.

Other Reimbursements

<u>Description:</u> Reimbursements for expenditures not otherwise identified. Includes insurance reimbursements, payments for damage to City property, etc.

Basis of Projection: Based on last year's budget estimated actual.

Sale of Equipment

<u>Description:</u> Revenue from sale of City equipment – vehicles, trucks, etc.

Basis of Projection: No anticipated sales.

Miscellaneous

<u>Description:</u> Unanticipated receipts, one-time receipts, small revenues not otherwise shown.

<u>Basis of Projection:</u> Projection based on historic receipts.

Grants

Description: State and Federal grants

<u>Basis of Projection:</u> No grants identified in the General Fund budget. The City will apply for grants during the year which will revise this estimate if the grants are authorized.

4/14/2020

GENERAL FUND REVENUE BUDGET FISCAL YEAR ENDING 2021

	5/5.43		FVF 00		DEPT MAINT	COUNCIL	F14F 64	
ACCOUNT	FYE 19	FYE 20	FYE 20	FYE 21	BUDGET	DISCRETIONARY	FYE 22	FYE 23
ACCOUNT	ACTUAL	BUDGET	ESTIMATED ACTUAL	REQUEST	REQUEST	EXPENDITURES	FORECAST	FORECAST
TAXES								
REAL ESTATE TAX	\$ 2,230,641	2,229,295	\$ 2,248,000	2,252,782	2,252,782	S -	\$ 2,252,782	\$ 2,368,100
ROAD & BRIDGE TAX	210,370	205,000	219.532	210,000	210,000	-	\$ 210,000	\$ 210,000
LOCAL GASOLINE TAX	321,616	310,000	310,000	310,000	310,000	-	\$ 310,000	\$ 310,000
FOOD AND BEVERAGE TAX	606,667	580,000	527,027	580,000	580,000	-	\$ 580,000	\$ 580,000
AUTO RENTAL TAX	2,014	2,000	2,000	2,000	2,000	-	\$ 2,000	\$ 2,000
STATE INCOME	2,144,307	2,053,998	2,100,000	2,048,170	2,048,170	-	\$ 2,098,170	\$ 2,098,170
LOCAL USE	684,045	574,236	682,845	682,845	682,845	-	\$ 682,845	\$ 682,845
SALES TAX	5,667,938	5,726,881	5,137,771	5,609,332	5,609,332	-	\$ 5,609,332	\$ 5,665,426
VIDEO GAMING TAX	192,596	140,000	194,746	208,000	208,000		\$ 208,000	\$ 208,000
REPLACEMENT TAX	6,433	6,500	7,500	6,000	6,000	-	\$ 6,000	\$ 6,000
MUNICIPAL UTILITY TAX	1,073,098	1,015,000	1,024,647	1,015,000	1,015,000	-	\$ 1,015,000	\$ 1,015,000
AMUSEMENT TAX	86,383	82,000	82,504	82,000	82,000	-	\$ 82,000	\$ 82,000
HOTEL/MOTEL TAX	69,528	68,000	61,262	68,000	68,000	-	\$ 68,000	\$ 68,000
SUB TOTAL	13,295,636	12,992,910	12,597,835	13,074,129	13,074,129	-	13,124,129	13,295,540
LICENSES								
BUSINESS LICENSES	40,132	38,000	40,000	38,000	38,000	-	+ 0,000	\$ 38,000
LIQUOR LICENSES	70,700	67,000	69,225	66,500	66,500	-		\$ 66,500
CONTRACTOR LICENSES	21,000	18,000	18,000	18,000	18,000	<u>-</u>	\$ 18,000	\$ 18,000
SUB TOTAL	131,832	123,000	127,225	122,500	122,500	-	122,500	122,500
FINES, FEES, PERMITS								
COURT FINES	127,454	100,000	114,508	100,000	100,000		\$ 100,000	\$ 100,000
TOWING FEES	72,500	55,000	67.000	55,000	55.000			\$ 55,000
ORDINANCE FINES	51.389	20.000	46,000	20,000	20.000		\$ 20,000	
BLDG PERMIT FEES	220.407	35,000	142.000	35,000	35,000		\$ 35,000	.,
TELECOMMUNICATIONS TAX	526,582	520,000	453,687	444,000	444,000		\$ 400,000	
CABLE TV FRANCHISE	453,525	452,800	450,000	452,800	452,800			\$ 452,800
PEG FEES - AT&T	10,610	452,000	430,000	432,000	432,800		Ψ 432,000	Ψ 432,000
NICOR FRANCHISE FEE	29,664	25,000	31,107	25,000	25,000	_	\$ 25,000	\$ 25,000
PUBLIC HEARING FEES	2,580	3,000	4.165	2,000	2,000			\$ 2,000
ELEVATOR INSPECTIONS	4,600	4,500	4.000	4,500	4,500		, , , , , ,	\$ 4,500
PUB.IMPROVEMENT PERMIT	- 1,000	- 1,200	-	- 1,500	- 1,500		, , , , , , ,	\$ -
ENG/PROF.FEES (REIMB)	76,743	74,000	65,000	74,000	74,000			\$ 74,000
LEGAL FEE REIMB.	13,833	- 1,000	-	- 1,000	7 1,000		. ,	\$ -
POLICE SPECIAL SERVICE	115.043	99,597	100,000	99,597	99,597		7	\$ 102,409
D.U.I. TECHNOLOGY	11.861	6,500	150,000				,	\$ 102,409
STORMWATER MGMT.FEES	400		_	_	_			\$ -
INSPEC/TAP ON/PERMITS	-	_	_	_ 1	_		7	\$ -
DEV.CONTRIB/IMPACT				_	_			\$ -
E-CITATION FEES	6,537	-		-	_		7	\$ -
NSF CHECK FEE	140	-	_	-	-		-	\$ -
SUB TOTAL	1,723,868	1,395,397	1,477,467	1,311,897	1,311,897		1,269,289	1,270,709

4/14/2020

GENERAL FUND REVENUE BUDGET FISCAL YEAR ENDING 2021

ACCOUNT	FYE 19 ACTUAL	FYE 20 BUDGET	FYE 20 ESTIMATED ACTUAL	FYE 21 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 22 FORECAST	FYE 23 FORECAST
OTHER INCOME								
WATER FUND SHARE	250,000	250,000	250,000	250,000	250,000		\$ 250,000	\$ 250,000
TRANSFER FROM OTHER FUNDS	230,000	250,000	50,757	250,000	250,000	_	\$ 250,000	\$ 250,000
REIMBURSEMENTS -WORK COMP	<u> </u>	-	861				\$ -	\$ -
INTEREST INCOME	75,805	40,000	86,000	65,000	65,000		\$ 45,000	\$ 45,000
GAIN/LOSS ON INVESTMENT	235		-			-	\$ -5,000	\$ -5,000
DRUG FORFEITURE RECEIPTS	19,465	-	_				Ψ	Ψ
POLICE REPORTS/PRINTS	5,741	5,000	5,000	5,000	5,000	_	\$ 5,000	\$ 5,000
IMPACT FEE REVENUE	1,125	-	500	-	-		\$ -	\$ -
GRANTS	4,842	-	1.027	-	-	-	\$ -	\$ -
RENTS	343,155	324,853	324,000	324,447	324,447		\$ 324,447	\$ 324,447
MAILBOX REPLACEMENT	2,805	-	3,949	-	-		\$ -	\$ -
OTHER REIMBURSEMENTS	131,680	45,000	94,000	45,000	45,000	-	\$ 45,000	\$ 45,000
REIMBURSEMENTS - REAR YARD	(4,610)	-	46,166	-	-	-	\$ -	\$ -
RESIDENTIAL CONCRETE REIMB.	51,511	-	27,044	-	-	-	\$ -	\$ -
SALE OF EQUIPMENT	76,730	35,000	67,000	35,000	35,000	-	\$ 5,000	\$ 5,000
SALE OF WOOD CHIPS	3,470	3,000	3,050	3,000	3,000	-	\$ 3,000	\$ 3,000
MISCELLANEOUS REVENUE	37,680	20,000	16,000	20,000	20,000	-	\$ 20,000	\$ 20,000
SUB TOTAL	999,634	722,853	975,354	747,447	747,447	-	697,447	697,447
TOTAL REVENUES	\$ 16,150,970	\$ 15,234,160	\$ 15,177,881	\$ 15,255,973	\$ 15,255,973	\$ -	\$ 15,213,365	\$ 15,386,196

CITY COUNCIL BUDGET FISCAL YEAR 2020-2021

4/14/2020

ACCOUNT	FYE 19 ACTUAL	FYE 20 BUDGET	FYE 20 ESTIMATED ACTUAL	FYE 21 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 22 FORECAST	FYE 23 FORECAST
PERSONNEL								
SALARIES \$	42,750 \$	42,750	42,750	42,750	42,750	-	42,750	42,750
SUB-TOTAL	42,750	42,750	42,750	42,750	42,750	-	42,750	42,750
BENEFITS								
SOCIAL SECURITY	2.651	2.651	2.651	2.651	2.651		2.651	2,651
MEDICARE	620	620	620	620	620	-	620	620
SUB-TOTAL	3,271	3,271	3,271	3,271	3,271	-	3,271	3,271
OPERATING COSTS								
BOARDS AND COMMISSIONS	698	2,000	1,000	2,000	1,000	1,000	2,000	2,000
CABLE OPERATIONS	2,150	6,000	4,500	6,000	- 1	6,000	6,000	6,000
DUES AND SUBSCRIPTIONS	2,829	2,850	15,945	26,440	-	26,440	27,850	27,850
LIABILITY INSURANCE	-	-	-	-	- 1	-	-	
PRINTING AND FORMS	-	-	-	-	-	- 1	- 1	-
PUBLIC RELATIONS	2	10,500	10,500	1,300	- 1	1,300	1,300	1,300
TRAINING AND EDUCATION	155	1,000	300	1,000	-	1,000	1,000	1,000
TRAVEL/MEETINGS	-	50	50	50	50		50	50
SUB-TOTAL	5,834	22,400	32,295	36,790	1,050	35,740	38,200	38,200
CONTRACTUAL SERVICES								
CONSULTING/PROF SERVS	3,640	5,000	6,500	3,000	3,000	-	3,000	3,000
TROLLEY CONTRACTS	251	600	450	600		600	600	600
SUB-TOTAL	3,891	5,600	6,950	3,600	3,000	600	3,600	3,600
CAPITAL		+						
EQUIPMENT _	<u>=</u>	-	5					
SUB-TOTAL	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES \$	55,746 \$	74,021	\$ 85,266 \$	86,411 \$	50,071 \$	36,340 \$	87,821 \$	87,821

2020-2021 BUDGET SUMMARY

	Main	tenance	Discr	etionary
SALARIES	\$	42,750	\$	-
BENEFITS	\$	3,271	\$	-
OPERATING COSTS	\$	1,050	\$	35,740
CONTRACTUAL	\$	3,000	\$	600
CAPITAL	\$		\$	
TOTAL	\$	50,071	\$	36,340

						Depar	rtment		City	Council
						Maint	enance		Disc	retionary
Account #	Description	on				Budge	et Request		Expe	enditures
		T		1		1			ı	
SALARIES						_			_	
12-4010	SALARIES	S 				\$	42,750		\$	-
BENEFITS										
12-4110	SOCIAL S	ECURITY				\$	2,651		\$	-
12-4111	MEDICAR	L RE				\$	620		\$	
OPERATING										
12-4205	BOARDS	AND COMMISS	SIONS			\$	1,000		\$	1,000
	Finger Prin	nting - Liq Lic		\$	1,000			\$ -		
		ifference Day		\$	-			\$ 500		
	Holiday De	ecorating Contest	t	\$	-			\$ 500		
			Total	\$	1,000			\$ 1,000		
12-4206	CABLE O	PERATIONS				\$	-		\$	6,000
	Video and	Tech Services Co	onslt.	\$	_			\$ 6,000		
			Total	\$	-			\$ 6,000		
12-4213	DUES & S	UBSCRIPTION:	<u> </u> S			\$			\$	26,440
		al clerks assoc		\$	_	<u>'</u>		\$ 100		,
		unicipal league n	nembership	\$	_			\$ 1,750		
	DMMC ev	vents and meeting	gs					\$ 4,000		
	DMMC D	ues						\$ 19,590		
	Metro Ma	yors Caucus						\$ 1,000		
				\$	-			\$ 26,440		

Account #	Descriptio	n				tment enance et Request			Disc	Council retionary enditures
12-4219		/ INSURANCE				\$ -				-
				\$	_		\$	_		
			Total	\$	-		\$	-		
12-4239	PUBLIC R	<u> </u> ELATIONS				\$ -			Discrete Expension	1,300
	Heart of Da	rien Award		\$	-		\$	800		
	pins, pens,	misc					\$	500		
			Total	\$	-		\$	1,300		
12-4263	TRAINING & EDUCATION					\$ -			\$	1,000
12-4265	TRAVEL/N	MEETINGS				\$ 50			\$	
CONTRACTI	JAL SERVIC	<u>ES</u>								
12-4325	CONSULT	ING/PROF SER			\$ 3,000			\$	-	
	Code Suppl	lements		\$	3,000		\$	-		
	Environmen	ntal Comm Recy	cle Event	\$	_		\$	_		
			Total	\$	3,000		\$	-		
12-4366	TROLLEY	CONTRACTS				\$ -	\$		\$	600
	Halloween			\$	_		\$	300		
	Holiday Lig			\$	-		\$	300		
			Total	\$			\$	600		
<u>CAPITAL</u>										
12-4815	EQUIPME	NT		ф		\$ -	Φ.		\$	-
	-			\$			\$			
				1		\$ 50,071			\$	36,340

ADMINISTRATION DEPARTMENT BUDGET FISCAL YEAR 2020-2021

4/14/2020

ACCOUNT	FYE 19 ACTUAL	FYE 20 BUDGET	FYE 20 ESTIMATED ACTUAL	FYE 21 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 22 FORECAST	FYE 23 FORECAST
PERSONNEL								
SALARIES	301.154	318,742	324.456	338.032	338.032		344,793	351,688
OVERTIME	530	310,742	324,436	330,032	336,032	-	344,793	331,000
SUB-TOTAL	301,684	318,742	324,456	338,032	338,032	-	344,793	351,688
BENEFITS								
SOCIAL SECURITY	17.578	21,913	19.648	22,774	22,774	-	23,173	23,578
MEDICARE	4,111	4,622	4,595	4,901	4,901	-	4,987	5,075
IMRF	33,477	28.751	40,721	43,437	43.437	_	44,306	45,192
MEDICAL/LIFE INSURANCE	77,170	69,080	69,962	74,534	74,534	_	75,280	76,033
SUPPLEMENTAL PENSION	3,646	4,800	4,800	4,800	4,800		5,040	5,292
STATE UNEMPLOYMENT INSURANCE	3,040	4,000	4,000	4,800	4,000		3,040	5,232
SUB-TOTAL	135,982	129,166	139,726	150,447	150,447	-	152,786	155,169
	·	·	· ·	·	,		,	•
OPERATING COSTS								
DUES & SUBSCRIPTIONS	387	1,490	750	1,190	-	1,190	1,190	1,190
LIABILITY INSURANCE	271,949	280,000	276,528	35,000	35,000	-	35,000	294,921
LEGAL NOTICES	1,246	2,000	2,000	2,000	2,000	-	2,500	2,500
MAINTENANCE-EQUIPMENT	6,944	8,100	7,200	8,100	8,100	-	8,400	8,900
POSTAGE/MAILINGS	1,970	3,350	2,000	3,350	3,350	-	3,350	3,350
PRINTING & FORMS	3,015	4,200	4,500	4,500	4,500	-	4,500	4,500
PUBLIC RELATIONS	25,823	39,170	56,021	58,500	-	58,500	112,600	112,600
RENT-EQUIPMENT	119	2,019	2,019	2,500	2,500	-	2,500	2,500
SUPPLIES-OFFICE	6,277	8,000	6,000	8,000	8,000	-	8,000	8,000
SUPPLIES-OTHER	39	500	500	500	500	-	500	500
TRAINING & EDUCATION	-	1,500	500	1,500	-	1,500	1,500	1,500
TRAVEL/MEETINGS	99	550	250	550	-	550	550	550
TELEPHONE	35,666	48,200	39,000	48,400	48,400	-	48,400	48,400
UTILITIES	1,800	2,500	1,800	2,500	2,500	-	2,500	2,500
VEHICLE GAS , OIL, MAINT.	272	650	300	1,150	1,150	-	1,150	1,150
OTHER _		-						-
SUB-TOTAL	355,606	402,229	399,368	177,740	116,000	61,740	232,640	493,061
CONTRACTUAL SERVICES								
AUDIT	13,200	13,200	15,537	14,000	14,000	-	14,500	16,000
CONSULTING/PROF SERVS	288,193	541,575	333,000	363,233	363,233	-	324,333	319,233
CONTINGENCY	- 1	10,000	10,000	10,000	-	10,000	10,000	10,000
JANITORIAL SERVICE	17,318	20,500	19,500	20,500	19,500	1,000	21,988	23,422
SUB-TOTAL	318,711	585,275	378,037	407,733	396,733	11,000	370,821	368,655
CAPITAL								
BLDG.IMPROVEMENTS	-	-	_	-	-	-	-	-
EQUIPMENT	33,580	5,000	1,000	5,000		5,000	55,000	5,000
SUB-TOTAL	33,580	5,000	1,000	5,000	-	5,000	55,000	5,000
TOTAL EXPENDITURES	1,145,563	1,440,412	1,242,587	1,078,952	1,001,212	77,740	1,156,039	1,373,574

FYE 2021 BUDGET SUMMARY

	Mair	itenance	Discretionary		
SALARIES	\$	338,032	\$	-	
BENEFITS	\$	150,447	\$	-	
OPERATING COSTS	\$	116,000	\$	61,740	
CONTRACTUAL	\$	396,733	\$	11,000	
CAPITAL	\$		\$	5,000	
TOTAL	\$	1,001,212	\$	77,740	

					Mai	ntenance			City Coun Discretion	ary
Account #	Description		Maintenance Budget Request Discret Expend \$ 338,032 \$ \$ - \$ \$ 22,774 \$ \$ 4,901 \$ \$ 43,437 \$ \$ 74,534 \$ \$ 4,800 \$ \$ - \$ 100 \$ - \$ 350 \$ - \$ 205 \$ - \$ 375 \$ - \$ 1,190 \$ 35,000 \$ \$ 5,000 \$	Expenditu	res					
SALARIES	· I	<u> </u>								
10-4010	SALARIES				\$	338 032			\$	
10 1010					Ψ	330,032			Ψ	
10-4030	OVERTIME				\$	-			\$	-
BENEFITS										
10-4110	SOCIAL SECURITY				\$	22,774			\$	-
10-4111	MEDICARE				\$	4,901			\$	-
10-4115	IMRF				\$	43,437			\$	-
10-4120	MEDICAL/LIFE INSURANCE	Œ E			\$	74.534			S	_
					_	,			-	
10-4135	SUPPLEMENTAL PENSION	1			\$	4,800			\$	-
OPERATIN	 <u>NG</u>									
10-4213	DUES & SUBSCRIPTIONS				\$	-			\$	1,190
	Books/Publications			-			\$	100		
	ILGFOA Members			-						
	Notaries			-						
	IPELRA			-						
	GFOA		_				_			
		Total	\$	-			\$	1,190		
10-4219	LIABILITY INSURANCE				\$	35,000			¢	_
10-4217	Liability Insurance 245k surpl	116	\$		Ψ	33,000	\$		Ψ	
	Deductible Deductible	us								
	Legal Services		\$	30,000			\$			
		Total	\$	35,000			\$	-		

Account #	Descriptio					Main	rtment tenance et Reques			Discre	ouncil tionary ditures
Account #	Descriptio	11				Duug	et Reques	L		Expen	ultules
10-4221	LEGAL NO	OTICES				\$	2,000			\$	-
10-4225	MAINTEN	<u> </u> ANCE - EQUPMEN	T			\$	8,100			\$	-
	Equipment	Maintenance		\$	1,000			\$	-		
	Abila Main	tenance/Software		\$	5,700			\$	-		
	Copier Mai	ntenance		\$	1,400			\$	<u>-</u>		
			Total	\$	8,100			\$	-		
10-4233	POSTAGE	/MAILINGS				\$	3,350			\$	_
	Regular Po	stage		\$	2,500			\$	-		
	Meter Perm			\$	450			\$	-		
	FedEx/UPS	S		\$	400			\$	-		
			Total	\$	3,350			\$	-		
10.4227	DD D ITTO I C					Φ.	4.500			Φ.	
10-4235		& FORMS				\$	4,500			\$	
10-4239		ELATIONS		Φ.		\$	-	¢.	10.000	\$	58,500
	3 Informati			\$	-			\$	10,000		
	City Survey			\$	-			\$	500		
		he Year (4k reim)		\$	_			\$	40,000		
		egies Retainer letter 4 issues@4 pag		\$	-			\$	48,000		
		vents-Bands - Carria		\$	-			\$			
		ents Management	ge Greens	\$				\$			
	Special Eve	lits Management	Total	\$	<u>-</u>			\$	58,500		
			1000	Ψ				Ψ	20,200		
10-4243		QUIPMENT				\$	2,500			\$	-
10-4253	SUPPLIES	- OFFICE				\$	8,000			\$	-
10-4257	SUPPLIES	- OTHER				\$	500			\$	-
	Meeting Su	pplies		\$	500			\$			
			Total	\$	500			\$	-	\$	-
10-4263	TRAINING	G & EDUCATION				\$	_			\$	1,500
		mbursement		\$	_	*		\$		*	1,000
	Local Train			\$	_			\$	1,500		
			Total	\$	-			\$	1,500		
10-4265		MEETINGS				\$	-			\$	550
	Association			\$	-			\$	250		
	Mileage - S	taff		\$	_			\$	300		
			Total	\$	-			\$	550		

						Dep	artment			City C	ouncil
						Mai	ntenance			Discre	tionary
Account #	Descriptio	on				Bud	lget Reques	t			ditures
10-4267	TELEPHO	NE				\$	48,400			\$	-
	Verizon			\$	22,400			\$	-		
	Equipment	Replacement		\$	2,500			\$	-		
	Comcast P	W/City Hall		\$	1,500			\$	-		
	Call One			\$	22,000			\$	-		
			Total	\$	48,400			\$	-		
10-4271	UTILITIES	S - GAS/ELECTRIC/S	EWER			\$	2,500			\$	-
10-4273	VEHICLE	(Gas & Oil)				\$	1,150			\$	-
	Gasoline/O	il/Fluids		\$	650			\$	-		
	Maintenand	ce/Repairs		\$	500			\$	-		
			Total	\$	1,150			\$	-		
CONTRAC											
10-4320		GENERAL FUND				\$	14,000			\$	-
10-4325	CONSULT	TING/PROFESSIONA	L SERVICES			\$	363,233			\$	-
	Computer S	Support		\$	77,403			\$	-		
	Computers	and Parts		\$	82,000			\$	-		
	Code Interr	net Link		\$	750			\$	-		
	Web Site M	Maintenance		\$	5,900			\$	-		
	Web Site In	nternet Link		\$	1,000			\$	-		
	Web Q&A			\$	6,500			\$	-		
	GovTemps	- City Administrator S	Services	\$	184,600			\$	_		
		closure filing		\$	1,000			\$	-		
	CJIS softw	are maintenance		\$	4,080			\$	_		
			Total	\$	363,233			\$	_		
			1000	Ψ	200,200			Ψ			
10-4330	CONTING	ENCY				\$	_			\$	10,000
10-4345		AL SERVICES				\$	19,500			\$	1,000
10 .0 .0	Janitorial C			\$	19.000	Ψ.	17,000	\$	_	4	1,000
	Window C			\$	500			\$	_		
	misc cleani			\$	-			\$	1,000		
	THIS CICALL	<u> </u>	Total	\$	19,500			\$	1,000		
			Total	Ψ	17,500			Ψ	1,000		
CAPITAL											
10-4810	BUILDING	G IMPROVEMENTS				\$				\$	-
10-4815	EQUIPME	NT				\$				\$	5,000
10 1013		n maintenance		\$	=	Ψ		\$	5,000	Ψ	3,000
	new phone			Ψ				\$	5,000		
	Filon		total	\$	-			\$	5,000		
									· · · · · · · · · · · · · · · · · · ·		
				Total		\$	1,001,212			\$	77,740

4/14/2020

COMMUNITY DEVELOPMENT DEPARTMENT BUDGET FISCAL YEAR 2020-2021

ACCOUNT	FYE 19 ACTUAL	FYE 20 BUDGET	FYE 20 ESTIMATED ACTUAL	FYE 21 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 22 FORECAST	FYE 23 FORECAST
PERSONNEL								
SALARIES	\$ 296,434	\$ 309.192	\$ 298.892	\$ 316.900	\$ 316,900	¢	\$ 327.238	\$ 333.782
OVERTIME	3 290,434	500	500	1.000	1,000	-	327,238	1,000
SUB-TOTAL	\$ 296,434		\$ 299,392		\$ 317,900	φ.	\$ 328,238	
SUB-TOTAL	\$ 290,434	\$ 309,092	\$ 299,392	\$ 317,900	\$ 317,900	- ·	320,230	334,762
BENEFITS								
SOCIAL SECURITY	16,417	19,277	17,668	17,668	17,668	-	18,021	18,382
MEDICARE	4,107	4,483	4,610	4,610	4,610		4,702	4,796
IMRF	33,346	36,931	37,989	37,989	37,989	-	38,749	39,524
MEDICAL/LIFE INSURANCE	49,556	49,362	48,971	55,899	55,899	-	57,017	58,157
SUPPLEMENTAL PENSION	1,708	2,400	3,600	2,400	2,400		2,400	2,400
SUB-TOTAL	105,134	112,453	112,838	118,566	118,566	-	120,889	123,259
OPERATING COSTS								
BOARDS & COMMISSIONS	1,530	1,200	1,200	1,200	1.200	_	1,200	1,200
DUES & SUBSCRIPTIONS	175	500	500	500	500	_	500	500
LIABILITY INSURANCE	30,832	23,000	28.000	23,000	23,000	_	23,000	23,000
MAINTENANCE-VEHICLE	326	500	500	500	500	-	700	1,000
PRINTING & FORMS	470	1,565	1,800	1,565	1,565	-	1,565	1,515
ECONOMIC INCENTIVES	351,494	338,000	351,500	518,000	518,000	-	388,000	408,000
SUPPLIES-OFFICE	673	900	900	900	900	-	900	900
TRAINING & EDUCATION	514	600	600	600	-	600	600	600
TRAVEL/MEETINGS	148	200	200	200	-	200	200	200
VEHICLE GAS & OIL	1,204	1,350	1,350	1,350	1,350	-	1,350	1,350
SUB-TOTAL	387,366	367,815	386,550	547,815	547,015	800	418,015	438,265
CONTRACTUAL								
CONSULTING/PROF SERVS	58,999	37,640	45,000	37,640	37,640	_	37,795	38,347
CONSULTING/PROF REIMB.	85,823	68,000	68,000	68.000	68.000		68.000	69,700
SUB-TOTAL	144,822	105,640	113,000	105,640	105,640	-	105,795	108,047
G L DYM L Y								
CAPITAL								
EQUIPMENT							-	
SUB-TOTAL	-	-	-	-	-	-	-	-
TOTAL EXPENDITURES	\$ 933,756	<u>\$</u> 895,600	<u>\$</u> 911,780	\$ 1,089,921	\$ 1,089,121	\$ 800	\$ 972,937	\$ 1,004,354

FYE 2021 BUDGET SUMMARY

	N	Taintenance	Disc	retionary
SALARIES	\$	317,900	\$	-
BENEFITS	\$	118,566	\$	-
OPERATING COSTS	\$	547,015	\$	800
CONTRACTUAL	\$	105,640	\$	-
CAPITAL	\$	-	\$	-
TOTAL	\$	1,089,121	\$	800

				Department	City Council
				Maintenance	Discretionary
Account #	Description			Budget Request	Expenditures
SALARIES					
20-4010	SALARIES			\$ 316,900	\$ -
20-4030	OVERTIME			\$ 1,000	\$ -
BENEFITS					
20-4110	SOCIAL SECURITY			\$ 17,668	\$ -
20-4111	MEDICARE			\$ 4,610	\$ -
20-4115	IMRF			\$ 37,989	\$ -
20-4120	MEDICAL/LIFE INSURANCE	Ε		\$ 55,899	\$ -
20-4135	SUPPLEMENTAL PENSION			\$ 2,400	\$ -
OPERATING					
20-4205	BOARDS & COMMISSIONS			\$ 1,200	\$ -
	Secretary	-	1,200		
		Total	1,200		-
20-4213	DUES & SUBSCRIPTIONS			\$ 500	\$ -
	APA Membership	-	500	<u> </u>	<u> </u>
		Total	500		-
20-4219	LIABILITY INSURANCE			\$ 23,000	\$ -
	Deductible		5,000		-
	Legal Expense		18,000		<u>-</u>
		Total	23,000		-

				Department		City Cou	
				Maintenance		Discretion	
Account #	Description			Budget Request		Expendi	tures
OPERATING	cont						
20-4229	MAINTENANCE - VEHICLES			\$ 500		\$	
20-4235	PRINTING & FORMS			\$ 1,565		\$	
	Postage		750		-		
	Plat Pages		50		-		
	Forms		250		-		
	Business Cards		165		-		
	Comprehensive Plan Copies		150		_		
	Federal Express		200				
		Total	1,565		-		
20-4240	ECONOMIC DEVELOPMENT			518,000		\$	
	Walmart Tax Rebate		300,000		-		
	Home Depot Tax Rebate		68,000				
	Brookhaven Grant	<u> </u>	150,000				
			518,000		-		
20-4253	SUPPLIES - OFFICE			\$ 900		\$	
20-4263	TRAINING & EDUCATION			\$ -		\$	600
	Staff-Conferences/ Training				600		
		Total	-		600		
20-4265	TRAVEL/MEETINGS			\$ -		\$	200
	Staff-Travel Exp		-		100		
	Staff-Local Meeting Expense				100		
		Total	-		200		
20-4273	VEHICLE - GAS & OIL			\$ 1,350		\$	
CONTRACTU	JAL SERVICES						
20-4325	CONSULTING/PROFESSIONA	L SERVICES		37,640			_
	Electrical Inspections		9,000		-		
	Building & Plumbing Inspections		21,500		-		
	Engineering Services		4,500		-		
	Contingency		1,200		-		
	Web Q & A Module licensing		1,440		_		
		Total	37,640				
		+				ļ	

						Department Maintenance		City Counc Discretiona	ıry
Account #		Descriptio				Budget Reque	st	Expenditure	es
CONTRACT	'UA	L SERVIC	ES cont						
20-4328		CONSULT	ING PROFESSIONAL	REIMB		\$ 68,000		\$	-
		Engineerin	g Services		24,000		-		
		Building P	lan Review		30,000		-		
		Elevator In	nspections		3,000		-		
		Lawn Cutt	ing		6,000		-		
		Legal Fees	}		5,000		-		
				Total	68,000		-		
CAPITAL P	URO	CHASES							
20-4815	_	EQUIPME	NT			\$ -		\$	_
					Total	\$ 1,089,121		\$ 80	00

POLICE DEPARTMENT BUDGET FISCAL YEAR 2020-2021

		FYE 19	FYE 20	FYE 20	FYE 21	DEPT MAINT BUDGET	COUNCIL DISCRETIONARY	FYE 22	FYE 23
ACCOUNT		ACTUAL	BUDGET	ESTIMATED ACTUAL	REQUEST	REQUEST	EXPENDITURES	FORECAST	FORECAST
PERSONNEL									
SALARIES-CIVILIANS	\$	403,410	\$ 436,846	\$ 414,078	\$ 451,996	\$ 451,996	5 \$ -	\$ 463,568	\$ 473,192
SALARIES-OFFICERS	\$	3,504,249	\$ 3,736,294	\$ 3,631,173	\$ 3,827,644	\$ 3,827,644	1 \$ -	\$ 3,972,714	\$ 4,123,471
OVERTIME	\$	568,222	\$ 519,883	\$ 550,507	\$ 495,324	\$ 476,554	18,770	\$ 521,114	\$ 521,397
SUB-TOTAL	\$	4,475,881	\$ 4,693,023	\$ 4,595,757	\$ 4,774,963	\$ 4,756,193	3 \$ 18,770	\$ 4,957,396	\$ 5,118,059
DENIEUTO	+								
BENEFITS	-	20.454	¢ 27.004	¢ 27.205	¢ 20,020	¢ 20.000) 6	ф 27.20 г	r 27.042
SOCIAL SECURITY	\$	26,154	\$ 27,084	, , , , , , , , , , , , , , , , , , , ,	* -/		*	\$ 27,365	
MEDICARE IMRF	\$	58,424 40.377	\$ 68,046 \$ 35,964		*			\$ 71,716 \$ 56.716	
	\$	- / -	*	*	*		*	*, -	* ',
MEDICAL/LIFE INSURANCE	\$	443,810	\$ 425,681	*	· /-		,	Ψ 000,110	, , , , , , , , , , , , , , , , , , , ,
POLICE PENSION SUPPLEMENTAL PENSION	\$	1,634,019 34,462	\$ 1,714,350	, -,	, , , , , ,	, , , , , , , , , , , , , , , , , , , ,		-,,	\$ 2,368,100 \$ 48.000
SUB-TOTAL	\$		\$ 44,400					ψ .0,000	
SUB-TOTAL	 	2,237,246	\$ 2,315,525	\$ 2,358,653	\$ 2,615,982	\$ 2,615,982	2 3 -	\$ 2,912,089	\$ 3,178,392
OPERATING COSTS	+								
ANIMAL CONTROL	\$	1,570	\$ 1,500	\$ 1,380	\$ 1,500	\$ 1,500) \$ -	\$ 1,500	\$ 1,500
AUXILIARY POLICE	\$	2,856	\$ 4,000						
BOARDS & COMMISSIONS	\$	11.631	\$ 12.300	, , , , , ,					
DUES & SUBSCRIPTIONS	\$	2.098	\$ 3,150		\$ 3,150		- \$ 3,150	.,	
INVESTIGATION & EQUIP.	\$	148.437	\$ 42.980					\$ 42.925	
LIABILITY INSURANCE	\$	41,745	\$ 65,520	\$ 69,466	\$ 67,770	\$ 67.770) \$ -	\$ 65,770	\$ 65,770
MAINTENANCE-EQUIPMENT	\$	11,406	\$ 17,205) \$ -	\$ 20,400	
MAINTENANCE-VEHICLE	\$	38,046	\$ 29,600	\$ 33,071	\$ 29,600	\$ 29,600) \$ -	\$ 26,350	\$ 29,150
POSTAGE/MAILINGS	\$	1,465	\$ 4,300	\$ 2,289	\$ 4,300	\$ 4,300) \$ -	\$ 4,300	\$ 4,300
PRINTING & FORMS	\$	553	\$ 1,500	\$ 3,155	\$ 1,500	\$ 1,500) \$ -	\$ 1,500	\$ 1,500
PUBLIC RELATIONS	\$	2,858	\$ 3,500	\$ 3,442	\$ 3,500	\$	- \$ 3,500	\$ 4,500	\$ 4,500
RENT-EQUIPMENT	\$	1,600	\$ 5,500	\$ 4,000	\$ 5,800	\$ 2,800	3,000	\$ 6,000	\$ 6,000
SUPPLIES-OFFICE	\$	6,534	\$ 6,500	\$ 5,217	\$ 6,500	\$ 6,500		\$ 6,500	\$ 6,500
TRAINING & EDUCATION	\$	13,859	\$ 32,850	* ' ' ' '	\$ 39,475		, , , , , , , , , , , , , , , , , , , ,		\$ 40,000
TRAVEL/MEETINGS	\$	5,995	\$ 13,250						
TELEPHONE	\$	11,106	\$ 14,000		,	,	*	\$ 14,000	,
UNIFORMS	\$	52,617	\$ 55,100					\$ 53,250	
UTILITIES - GAS/ELECTRIC	\$	7,718	\$ 7,500	,	, , , , , , , , , , , , , , , , , , , ,		*	\$ 7,500	,
VEHICLE GAS & OIL	\$	89,490	\$ 75,000	\$ 52,981	\$ 75,000	\$ 75,000	- ·	\$ 75,000	\$ 80,000
SUB-TOTAL	\$	451,584	\$ 395,255	\$ 364,736	\$ 429,575	\$ 396,050	33,525	\$ 400,695	\$ 416,195
CONTRACTUAL	+								
CONSULTING/PROF.SERV.	\$	433,953	\$ 448,500	\$ 452,674	\$ 468,100	\$ 460,600	7,500	\$ 482,968	\$ 506,442
DUMEG/FIAT/CHILD CENTER	\$	3,500	\$ 24,700			\$ 7,500		\$ 25,200	
SUB-TOTAL	\$	437.453	\$ 473.200		L	<u> </u>	- ·	,	
JOB-TOTAL	+	431,433	Ψ 4/3,200	Ψ 4/1,054	Ψ 475,600	Ψ 400,100	7,500	φ 500,100	Ψ 551,042
CAPITAL									
EQUIPMENT	\$	562,959	\$ -	\$ -	\$ -	\$	- \$ -	\$ 25,000	\$ 25,000
SUB-TOTAL	\$	562,959	\$ -	\$ -	\$ -	\$	- \$ -	\$ 25,000	\$ 25,000
TOTAL EXPENDITURES	\$	8,165,123	\$ 7,877,003	\$ 7,797,000	\$ 8,296,121	\$ 8,236,320	59,795	\$ 8,803,348	\$ 9,269,288
TOTAL LAI LINDITURILO	Ψ	0,103,123	ψ 1,011,003	Ψ 1,131,000	Ψ 0,230,121	Ψ 0,230,320	<u>σ 39,793</u>	ψ 0,003,346	Ψ 3,203,200

2020-2021 BUDGET SUMMARY

	N	Taintenance	Disc	cretionary
SALARIES	\$	4,756,193	\$	18,770
BENEFITS	\$	2,615,982	\$	-
OPERATING COSTS	\$	396,050	\$	33,525
CONTRACTUAL	\$	468,100	\$	7,500
CAPITAL	\$		\$	
TOTAL	\$	8,236,326	\$	59,795

Description					Mair	ntenance			tionary
Description					Dud	get Request		LAPCII	unuics
SALARIES - CIVILIANS					\$	451,996		\$	-
			\$	250,786		7	\$ -	·	
			\$						
Admininstrative Manager			\$	77,835			\$ -		
Records Clerk (Part Time)			\$	20,970			\$ -		
Merit Bonus			\$	19,125			\$ -		
Property Clerk (Part Time)			\$	19,283			\$ -		
	7	Γotal	\$	451,996			\$ -		
SALARIES - OFFICERS					\$	3 827 644		\$	
			\$	3,307.289	T -	-,,	\$ -	_	
			\$						
ž									
Outside Details			\$						
Holiday Pay			\$	63,442					
Merit Bonus			\$	5,100					
	1	Γotal	\$	3,827,644			\$ -		
OVERTIME					\$	476 554		\$	18,770
}			\$	340 350	Ψ	170,551	\$ -	Ψ	10,770
				5 10,550					
				136.204					
K-9 fixed OT			\$	-			\$ 13,770		
	1	Γotal	\$	476,554			\$ 18,770		
SOCIAL SECURITY					\$	26,828		\$	-
MEDICARE					\$	68,957		\$	-
IMRF					\$	55,604		\$	-
MEDICAL/LIFE INSURANCE					\$	512.644		\$	_
POLICE PENSION					\$	1,905,149		\$	
SUPPLEMENTAL PENSION					\$	46,800		\$	-
	Records Clerk (Part Time) Merit Bonus Property Clerk (Part Time) SALARIES - OFFICERS Union Salaries (32 members) Non-Union Salaries (2 members) Holiday Bonus Officer in Charge Outside Details Holiday Pay Merit Bonus OVERTIME General Darien Fest 4th July Parade Comp Sell Back K-9 fixed OT SOCIAL SECURITY MEDICARE IMRF MEDICAL/LIFE INSURANCE POLICE PENSION	SALARIES - CIVILIANS Records Clerk (4) CSO (3) (Part Time) Admininstrative Manager Records Clerk (Part Time) Merit Bonus Property Clerk (Part Time) SALARIES - OFFICERS Union Salaries (32 members) Non-Union Salaries (2 members) Holiday Bonus Officer in Charge Outside Details Holiday Pay Merit Bonus OVERTIME General Darien Fest 4th July Parade Comp Sell Back K-9 fixed OT SOCIAL SECURITY MEDICARE IMRF MEDICAL/LIFE INSURANCE	SALARIES - CIVILIANS Records Clerk (4) CSO (3) (Part Time) Admininstrative Manager Records Clerk (Part Time) Merit Bonus Property Clerk (Part Time) SALARIES - OFFICERS Union Salaries (32 members) Holiday Bonus Officer in Charge Outside Details Holiday Pay Merit Bonus Total OVERTIME General Darien Fest 4th July Parade Comp Sell Back K-9 fixed OT Total SOCIAL SECURITY MEDICAL/LIFE INSURANCE POLICE PENSION	SALARIES - CIVILIANS Records Clerk (4) S CSO (3) (Part Time) S Admininstrative Manager S Records Clerk (Part Time) S Merit Bonus S Property Clerk (Part Time) S Total Total S Total Total Total Total Total Total Total Total	SALARIES - CIVILIANS Records Clerk (4) \$ 250,786	Description	SALARIES - CIVILIANS \$ 250.786	Description Budget Request	Description Budget Request Expent

Account #	Description				Department Maintenance Budget Request			City Council Discretionary Expenditures		
OPERATING										
40-4201	ANIMAL CONTROL				\$	1,500			\$	_
40-4203	AUXILIARY POLICE				\$	2,000			\$	2,000
40-4203	General			\$ 2,000		2,000	\$		φ	2,000
	Uniforms			\$ 2,000			\$	1,000		
	Vests			\$ -	.		\$	1,000		
	VCStS	To	otal	\$ 2,000			\$	2,000		
			лаі	\$ 2,000			Ψ	2,000		
40-4205	BOARDS & COMMISSION				\$	31,300			\$	1,000
	Hiring Expenses			\$ 11,000			\$	-		
	Police Officer List			\$ 10,000)		\$	-		
	Training & Assoc.			\$ -			\$	1,000		
	Sergeant List			\$ 10,000)		\$	-		
	Supplies			\$ 300)		\$	-		
		To	otal	\$ 31,300)		\$	1,000		
10.1010	DAMES & SAME SOFTWARE				Φ.					2175
40-4213	DUES & SUBSCRIPTIONS			Φ.	\$	-	4	2.500	\$	3,150
	Dues			\$ -	-		\$	2,500		
	Subscriptions			\$ -			\$	650		
		To	otal	\$ -	-		\$	3,150		
40.4217	INVESTIGATION & FOLUDAENT				\$	44.490			\$	
40-4217	INVESTIGATION & EQUIPMENT			\$ 29,280		44,480	\$		Þ	
	Range (Ammunition & Supplies)						•	-		
	Batteries			\$ 600						
	Evidence Supplies	 		\$ 3,000			\$	-		
	Canine Food/Equipment			\$ 1,500			\$	-		
	Investigative Services			\$ 6,000			\$	-		
	Leads-On-Line	 		\$ 2,400			\$	-		
	Prisoner Needs BEAST Software	 		\$ 500 \$ 1,200			\$	-		
	BEAST Software		. 1		-		_			
		10	otal	\$ 44,480	1		\$	-		
40-4219	LIABILITY INSURANCE				\$	67,770			\$	
	Legal			\$ 20,000		0.,	\$	-	7	
	Prosecution			\$ 18,000			\$	_		
	PPE/First Aid			\$ 7,000			\$	-		
	Fire Extinguishers			\$ 2,000			\$	_		
	Wellness Fair			\$ 2,000			\$	_		
	Deductibles			\$ 15,000			\$	-		
	Admin Tow Law Judge			\$ 2,750			\$	-		
	Gas Mask Testing			\$ 1,020			\$	-		
		To	otal	\$ 67,770	-		\$	_		
40-4225	MAINTENANCE - EQUIPMENT				\$	21,600			\$	
	K9 (Veterinarian)			\$ 2,500			\$			
	Office Equipment			\$ 4,000			\$	-		
	Portable Radios			\$ 1,500			\$	-		
	Copier Service			\$ 2,100			\$	-		
	Radar Sign Maintenance			\$ 3,000			\$	-		
	Guardian Tracker			\$ 1,750			\$	-		
	Laserfitche			\$ 700			\$	-		
	APB Net (Critical Reach)			\$ 450			\$			
	Biohazard Cleanup			\$ 1,100			\$	-	<u> </u>	
	Video Surveillance Licensing			\$ 1,500			\$	-		
	i-Touch Maintenance			\$ 3,000	1		\$	-		
		To	otal	\$ 21,600)		\$	-		

				Department		City Council
				Maintenance		Discretionary
Account #	Description		T	Budget Request	1	Expenditures
40-4229	MAINTENANCE VEHICLES			\$ 29,600		\$ -
40-422)	Car Washes		\$ 4,00		\$ -	
	Repairs Repairs		\$ 15,00		\$ -	
	Tires		\$ 5,00		\$ -	
	Registrations	-	\$ 3,00			
	Radios/Lights/Sirens		\$ 1,20			
	WatchGuard Licensing		\$ 2,10		\$ -	
		Total	\$ 29,60	0	\$ -	
40-4233	POSTAGE/MAILINGS			\$ 4,300		\$ -
40-4235	PRINTING & FORMS			\$ 1,500		\$ -
40-4239	PUBLIC RELATIONS			\$ -		\$ 3,500
	Materials & Supplies		\$	-	\$ 3,500	
		Total	\$	-	\$ 3,500	
40-4243	RENT - EQUIPMENT			\$ 2,800		\$ 3,000
40-4243			\$ 2,80		\$ -	\$ 3,000
	Range Rental Fees		\$ 2,80	0		
	Rentals		_		\perp	
		Total	\$ 2,80	0	\$ 3,000	
40-4253	SUPPLIES - OFFICE			\$ 6,500		\$ -
10 1200	DOTT ELLED OF THE E			ψ 0,500		Ψ
40-4263	TRAINING & EDUCATION			\$ 24,600		\$ 14,875
40-4265	TRAVEL/MEETINGS			\$ 8,400		\$ 6,000
	Training Meals		\$ 4,00		\$ -	
	NEMRT In House		\$ 50		\$ -	
	Lodging		\$ 2,50		\$ 5,000	
	Meetings (Supplies)		\$ 40		\$ -	
	Professional Meetings		\$	-	\$ 1,000	
	Mileage Reimbursement		\$ 1,00	0	\$ -	
	Timeage Reimbarsement	Total	\$ 8,40	-	\$ 6,000	
		Total	Φ 0,10		Ψ 0,000	
40-4267	TELEPHONE			\$ 14,000		\$ -
	EVDO Verizon		\$ 11,00		\$ -	
	Comcast-Internet		\$ 2,50		\$ -	
	Language Line		\$ 50	0	\$ -	
		Total	\$ 14,00	0	\$ -	
40 4260	LIMIEODMS			\$ 52,200	1	¢
40-4269	UNIFORMS New Allowance		\$ 30,60	\$ 53,200	\$ -	\$ -
	Non-Sworn		\$ 1,00		\$ -	
	Repl. Vests		\$ 8,00		\$ -	
	New Officers (4)		\$ 11,20			+
	SWAT Uniforms		\$ 11,20			+
	Badges		\$ 1,40		\$ -	+
	Dauges	Total	\$ 1,00	_	\$ -	
	++	1 Otal	φ 33,20		φ -	
40-4271	UTILITIES - GAS/ELECTRIC/SEWER			\$ 7,500		\$ -
	Nicor		\$ 5,50		\$ -	
	Sewer		\$ 2,00	0	\$ -	
_		Total	\$ 7,50		\$ -	
			<u> </u>			

Account #	Description	Department Maintenance		City Council Discretionary			
			I	Budget Request	ı	Expenditures	
40-4273	VEHICLE - GAS & OIL			\$ 75,000		\$	
CONTRACTUA	L SERVICES						
40-4325	CONSULTING/PRO. SERVICES			\$ 460,600		\$	7,500
	Lexipol		\$ 8,600		\$ -		
	DuCOMM		\$ 409,000		\$ -		
	DuJIS (CAD/RMS/FBR)		\$ 43,000		\$ -		
	Crime Analyist Consulting Services		\$ -		\$ 7,500		
		Total	\$ 460,600		\$ 7,500		
40-4337	DUMEG/FIAT/CHILD CENTER			\$ 7,500		\$	_
	MERIT		\$ 4,000		\$ -		
	Children's Center		\$ 3,500		\$ -		
	DuMEG(FYE 21 State Forfeiture)		\$ -		\$ -		
		Total	\$ 7,500		\$ -		
CAPITAL PUR	CHASES						
40-4815	EQUIPMENT			\$ -		\$	-
	Safety Camera grants		\$ -		\$ -		
		Total	\$ -		\$ -		
			TOTAL	\$ 8,236,326		\$	59,795

MUNICIPAL SERVICES STREETS/ENGINEERING BUDGET FISCAL YEAR 2020-2021

					DEPT MAINT	COUNCIL		
ACCOUNT	FYE 19 ACTUAL	FYE 20 BUDGET	FYE 20 ESTIMATED ACTUAL	FYE 21 REQUEST	BUDGET REQUEST	DISCRETIONARY EXPENDITURES	FYE 22 FORECAST	FYE 23 FORECAST
ACCOUNT	ACTUAL	BUDGET	ESTIMATED ACTUAL	KEQUEST	KEUUESI	EXPENDITURES	FURECASI	FURECASI
PERSONNEL								
SALARIES	\$ 645,492	\$ 660,415	\$ 619,723	\$ 638,700	\$ 638,700	\$	701,474	714,504
OVERTIME	56,938	78,000	78,000	78,000	78,000		78,000	78,000
SUB-TOTAL	702,430	738,415	697,723	716,700	716,700	-	779,474	792,504
BENEFITS								
SOCIAL SECURITY	41,259	47,018	42,329	48.331	48.331	-	49,298	50,284
MEDICARE	9,650	8,932	9,899	8,932	8,932	-	9,110	9,293
IMRF	72,152	88,059	86,501	126,733	126,733	-	129,268	131,853
MEDICAL/LIFE INSURANCE	118,992	125,161	125,789	149,749	149,749	-	157,236	165,098
SUPPLEMENTAL PENSION	1,385	2,400	2,400	2,400	2,400		2,400	2,400
SUB-TOTAL	243,438	271,570	266,918	336,145	336,145	-	347,313	358,928
OPERATING COSTS								
LIABILITY INSURANCE	23,414	23,029	23,000	30,529	23,029	7,500	31,680	32,889
MAINTENANCE-BUILDINGS	298,607	246,196	190,000	75,686	75,686	7,300	157,440	187,740
MAINTENANCE-BUILDINGS MAINTENANCE-EQUIPMENT	27.000	46,250	44,000	39,100	39.100	-	99,314	40,690
MAINTENANCE-EQUI MENT	106,452	60,000	60,000	60,000	60,000		60,000	60,000
POSTAGE-MAILING	343	1,000	890	1,000	1,000		1,000	1,000
RENT - EQUIPMENT	8,605	23,700	22,000	23,700	17,500	6,200	23,700	23,700
SUPPLIES-OFFICE	2,389	4,903	4,903	5,153	5,153	0,200	2,658	2,711
SUPPLIES-OTHER	96,949	114,165	100.000	113,165	112,165	1,000	107,890	108,769
SMALL TOOLS/EQUIPMENT	60,800	11,300	63,000	62,850	3,800	59,050	3,850	3,850
TRAINING & EDUCATION	2,750	3,600	3,600	7,800	3,600	4,200	3,600	3,600
TRAVEL	2,750	5,000	5,000	-	5,000	-,200	3,000	5,000
TELEPHONE	_	_						
UNIFORMS	6,277	6,446	6,000	5,946	5,946	ı	6,446	6,446
UTILITIES - GAS/ELECTRIC	4,372	6,400	5,900	6,400	6,400	-	6,400	6,400
VEHICLE GAS & OIL	53,452	60,300	59,000	60,300	60,300	1	61,808	63,662
SUB-TOTAL	691,410	607,289	582,293	491,629	413,679	77,950	565,787	541,458
GOVERN A GERVAN GERNANDE								
CONTRACTUAL SERVICES	12.041	10.550	44.050	10.550	10.550		10.150	0.500
CONSULTING/PROFESS.	13,864	10,750	16,250	10,750	10,750	-	13,150	8,500
CONSULTING/PROFESSREIMB	-	-						
JANITORIAL SERVICE FORESTRY	43,794	72,711	60,415	106,014	14,125	91,889	145,079	210,656
	63,142			32,000	32,000	91,889	38,000	38.000
STREETLIGHT OPER/MAINT MOSQUITO ABATEMENT	40,887	43,000 41,700	39,000 41,700	41,700	41,700	-	41,700	41,700
RESIDENTIAL CONCRETE PROGRAM	52.787	41,700	27,045	41,700	0.00	0.00	41,700	41,700
STREET SWEEPING	35,098	37,975	37,000	40,578	40,578	0.00	38,829	39,600
DRAINAGE PROJECTS	101,264	107,000	165,537	20,000	20,000	-	70,000	45,000
TREE TRIMMING	257,683	221,715	221,000	187,500	57,500	130,000	157,000	157,000
SUB-TOTAL	608,519	534,851	607,947	438,541	216,653	221,889	503,759	540,457
CARVEAL								
CAPITAL								
CAPITAL IMPROVEMENTS	510.155	E41 750	507.000	4 500	4 500	-	486,175	£10.000
EQUIPMENT PURCHASE OF PROPERTY	510,157	541,750	526,900	4,500	4,500	-	486,175	510,000
SUB-TOTAL	510,157	541,750	526,900	4,500	4,500		486,175	510,000
	,107	2.2,700	,>00	-,000	-,000			223,000
DEBT RETIREMENT DEBT RETIRE								
DEBT RETIRE - PROPERTY	-	-	-	-	-	-	-	-
SUB-TOTAL	-	-	-	<u> </u>	-	-	-	
TOTAL EXPENDITURES	\$ 2,755,954	\$ 2,693,875	\$ 2,681,781	\$ 1,987,516	\$ 1,687,677	\$ 299,839	\$ 2,682,507	\$ 2,743,346

FYE 2021 BUDGET SUMMARY

	N	Iaintenance	Discretionary	
SALARIES	\$	716,700	\$	-
BENEFITS	\$	\$ 336,145 \$ 413,679		-
OPERATING COSTS	\$			77,950
CONTRACTUAL	\$	216,653	\$	221,889
CAPITAL	\$	4,500	\$	-
DEBT RETIREMENT	\$	-	\$	-
TOTAL	\$	1,687,677	\$	299,839

Account #	Description			Department Maintenance Budget Request		City Coun Discretion Expenditu	nary
SALARIES							
30-4010	SALARIES (+\$245k in MFT)			\$ 638,700		\$	
30-4030	OVERTIME			\$ 78,000		\$	
30-4030	OVERTIME			\$ 78,000		φ	
BENEFITS							
30-4110	SOCIAL SECURITY			\$ 48,331		\$	
30-4111	MEDICARE			\$ 8,932		\$	-
30-4115	IMRF			\$ 126,733		\$	-
30-4120	MEDICAL/LIFE INSURANCE			\$ 149,749		\$	
20.4125	GUIDDI EMENTAL DENGION			¢ 2.400		Φ.	
30-4135	SUPPLEMENTAL PENSION			\$ 2,400		\$	-
OPERATING							
30-4219	LIABILITY INSURANCE			\$ 23,029		\$	7,500
30 1217	Deductible Deductible		5,250	Ψ 23,02)	-	Ψ	7,500
	Safety Boots 12		2,898		_		
	Rubber Boots 12		1,890		-		
	Safety Vests 22		441		-		
	Safety Glasses Gloves 22		504		-		
	Wellness Fair & Flu Shots		551		-		
	Air Mask Testing		606		-		
	Hepat. Shots		347		-		
	Legal Fees		1,050		-		
	SAMI		1,103		-		
	Hospital SAMI Review		1,103		-		
	Fire Extinguisher Maint.		606		-		
	DPC-Stormwater Fee CDL-Reimbursement		1,213 364		-		
	Fuel Tank -Insurance		3,780		-		
	Safety Lane		1,323				
	AED EQUIP AND TRAINING		- 1,020		7,500		
		Γotal	23,029		7,500		
	-	otta	20,025		7,500		
30-4223	MAINTENANCE - BUILDING			\$ 75,686		\$	
	Base Maintenace PD and City Hall		37,250		-		
	CH - Monitor/radio (ADS)		210		-		
	PD - Monitor/radio (ADS)		210		1		
	CH Sprinkler Inspection Fox Valley		75		-		
	PD Sprinkler Inspection Fox Valley		75		-		
	Fire Inspection (PD)		150		-		
	Fire Inspection (CH)		113		-		
	PW - Burglar/Fire/Inspection - \$406.86 per quarter		814 1,000		-		
	HVAC Service Contract PD HVAC Annual Service Contract PD Amber Mechanical May 1, 2020 -	April 20, 2026	9,740		-		
	Elevator PD and City Hall	-April 50, 2020	2,250		-		
	Boiler Insp		315		-		
	Cleaning Supplies City Hall and PD		3,200				
	Garage Door Maint. Cost		1,000		-		

				Department		City Council
				Maintenance		Discretionary
Account #	Description			Budget Request		Expenditures
	HVAC 2 Units PW 1/2 Water		1,000		-	
	Housekeeping		535		-	
	Cups, Supplies		250		-	
	City Hall Plowing and Salt		7,000		-	
	Generator Maint-City Hall PD & PW		6,500		-	
	Fuel Pump Maintenance Cost Share with Water \$2000		1,000		-	
	Pest Extermination City Hall and PD		3,000		-	
	Darien Historical Society-Foundation Repair		-		-	
	Replace Elevator-Police Dep FYE 23					
		Total	75,686		-	
30-4225	MAINTENANCE EQUIPMENT			\$ 39,100		\$ -
	Brush Chipper Parts		3,500		-	
	Mower Parts, Blades		3,000		-	
	Small Machine repairs		4,000		-	
	Grease/Oil/Lubricants		3,000		-	
	Small Equip/Parts		6,000		-	1
	Office Equip/Part		2,000		_	
	Plow Blades		5,800		_	<u> </u>
	Tornado Sirens		2,000		_	
	Off Road Machinery End Loaders-High Lift-Misc		5,000			
	Mechanics Supplies-Fittings, Hoses, Manuals, Aersosol Products		4,800		-	
	Manning Rd Retaining Wall fye 22		4,000		_	
	Wanning Ku Ketaning Wan Tye 22	T . 1	- 20.100			
20. 4220	MADVEEN ANGE VEHICLES	Total	39,100	Φ 60.000	-	•
30-4229	MAINTENANCE VEHICLES			\$ 60,000		\$ -
	General Maintenance-Vehicle		\$ 60,000		\$ -	
						-
30-4233	POSTAGE/MAILINGS			\$ 1,000		\$ -
				<u> </u>		
30-4243	RENT - EQUIPMENT			\$ 17,500		\$ 6,200
	Small Equip		\$ 2,500.00		\$ -	
	Tub Grinder		\$ -		\$ 6,200.00	
	Sewer Jetting		\$ 15,000.00		\$ -	
		Total	17,500		6,200	
OPERATING	CONT.					
30-4253	SUPPLIES - OFFICE			\$ 5,153		\$ -
	Paper,Pens, etc.		250		\$ -	
	Copy Paper		600		\$ -	
	Plain Paper		153		\$ -	
	Ink Cartridges		1,000	,	\$ -	
	File Folders		50		\$ -	
	Plotter Paper		600		\$ -	
	Color Printer 5k 1/2 to Water		2,500		\$ -	
		Total	5,153		-	
			2,133	1		1
30-4257	SUPPLIES - OTHER		+	\$ 112,165		\$ 1,000
23 .231	Signs & Accessories		6,000	7 112,103	_	7 1,000
	Barricade maintenance		3,800	†	_	<u> </u>
	Road Construction and lane closed signs and barricades/bases		3,000	 		
	Storm Sewer supplies		20,000	 		
	Contractual Landsacpe Restoration Services		20,000	 	-	
	Top Soils		4,600	+	-	
	Sod/Seed		5,000	+	-	
	Fabric Blanket		3,000	+	-	
			1,000	+		
	Gases Powing do nontel 7/4			 	1.000	
	Barricade rental 7/4		2 400	 	1,000	
	Mailboxes-REIMBURSABLE		3,400	 		
	Mailboxes-Public Works		4,365	+	-	
	Therma Point		32,000	 	-	
	Refuse for Restorations	1	6,000	1	-	
1	C: It C-ft			†		
	Sign Inventory Software	Total	112,165		1,000	

				Department		City Council
				Maintenance		Discretionary
Account #	Description			Budget Request		Expenditures
30-4259	SMALL TOOLS & EQUIPMENT			\$ 3,800		\$ 59,05
	Mechanic Tools		1,100		-	
	Operating Tools		1,500		-	
	Hand Power Tools		1,200		-	
	Mobile Mechanic Tool Box R&R		-		3,600	
	Mechanics Lift				55,450	
		Total	3,800		59,050	
30-4263	TRAINING & EDUCATION			\$ 3,600		\$ 4,20
	Tuition Reimbursement		1,000		-	
	Arborist Training		700		-	
	Management seminars		300		-	
	APWA		150		-	
	Machine Operator Training		950		-	
	NIPSTA Northeastern Illinois Public Safety Training		500		-	
	First Aid Training				1,700	
	Training AED				2,500	
		Total	3,600		4,200	
			1,,,,,		,	
30-4269	UNIFORMS			\$ 5,946		\$
	12 @ 475.00 Per person		5,700	- ,	-	
	1 @ \$246 Per Person		246		-	
	Part Time Shirts 10 @ \$10 ea x 5		-		-	
		Total	5,946		_	
OPERATIN	JG CONT	Total	3,710			
OI EIGHTH.						
30-4271	UTILITIES - GAS/ELECTRIC/SEWER			\$ 6,400		\$
20 .271	e Harriag et ag albert trops water			0,100		Ψ
30-4273	VEHICLE - GAS & OIL			\$ 60,300		\$
20 .272	NO LEAD		12,825	Ψ 00,200	_	Ψ
	DIESEL		38,250		_	
	OIL 4100 QUARTS		9,225		_	
	ош 1300 Qогиль	Total	60,300			
		Total	00,300		-	
CONTRAC	TUAL SERVICES					
30-4325	CONSULTING/PROFESSIONAL SERVICES			\$ 10,750		\$
30-4323			\$ 3,500	\$ 10,730	\$ -	Ф
	Drainage Concerns NPDES Fee		\$ 3,500 \$ 1,000		_	
			\$ 3,750			
	Dale Basin -Wetland Management Misc PW Engineering Consult				_	
	Misc P w Engineering Consult				<u>\$</u> -	
		Total	10,750		-	
30-4350	FORESTRY			\$ 14,125		\$ 91,88
	Fertilization-Section 1-75th St.75TH STREET-NORTHERN, SOUT	THERN RIGHT OF V			12,120	
	Fertilization-Section II-A-City Hall-Police Dept. 1/2 to Water		-		174	
	Fertilization-Section II-B-Public Works Facilty 1/2 to Water		-		420	
	Fertilization-Section III-Basins		-		7,375	
	Fertilization-Section IV-A-75th St. Landscape Beds		-		210	
	Fertilization-Section IV-B-Roadside City Entrance Signs		-		240	
	Fertilization-Section IV-C-Clock Tower-Turf Area		-		211	
	Fertilization-Section IV-C-Clock Tower Mulch Beds		-		186	
	Fertilization Tree 75th St.		50		-	
	75th Street PlantersMulch Areas-Weeding 8 Locations ITEM A	1	4,000	-	26,250	
	Entrance Way Signs-Mulch Areas-Weeding 8 Locations ITEM B		2,575		4,540	
	Clock Tower-Mulch Areas-Weeding 1 Location ITEM C	1	2,500	-	14,814	
	City Hall Complex-Mulch Areas-Rock Landscaping 1 Location ITE	M D	2,000	-	14,674	
	Hand Tools-Forestry		1,000		-	
	Tree Anchring Kits		1,000		-	
	Tree Water Bag R&R		1,000		-	
	75th Street Landscape Irrigation-Phase 1-\$15k fye 22		-		-	
	75th Street Landscape Irrigation-Phase 2-\$75k fye 23		-		-	
	Tree Repl. 75th Street		-	ļ	2,000	
	Residential 50/50 prog.Res Portion-Reim		-	ļ	2,000	ļ
	Residential 50/50 prog. City Portion	1	_	1	4,000	1

						Department		City Council
						Maintenance		Discretionary
Account #		Description				Budget Request		Expenditures
		General Tree	Replacement		-	1	-	1
			Island Mowing -Assoc pays additional half C	CITY EXPENSE	-		825	
		Crest Basin R&	&R Evergreens treatment		-		1,850	
				Total	14,125		91,889	
30-4359		STREET LIC	HT OPER & MAINT.			32,000		-
		Light Pole Re	epairs		32,000		-	
		Street Light F	Requests					
				Total	32,000		-	
30-4365		MOSQUITO A	ABATEMENT			\$ 41,700		\$ -
 					\$ 41,700			
30-4373		STREET SWE	EPING			\$ 40,578		\$ -
		May 11-19			7,945		=	
		Sept 14-21			7,945			
		Oct 26-Nov 1	6		14,188		-	
		Emergency Sv	weeps		500		-	
		Contingency			3,500		-	
		Disposal			6,500			
				Total	40,578		-	
CONTRACT	ΓUA	L SERVICES	CONT.					
30-4374		DRAINAGE P	ROJECTS			\$ 20,000		\$ -
		Drainage assis	stance Projects-City share		_		-	
					20,000			
	-	Misc. Drainag	ing split w Sterling Bay 25k fye22		20,000			
	_	1 W SILC DITCH	ing spin w Sterning Bay 23k Tye22		<u> </u>			
	_			Total	20,000			
20 1255	-					A		
30-4375	+	TREE TRIMM	ling			\$ 57,500		\$ 130,000
	-	1750 Trees			- 20.000		-	
	+	Removals			30,000		-	
	+	Stump Remov		D 1 ENTRIDE TOWN	7,500		5,000	
	-	Emerald Ash Emergency-St	Borer Removal of Dead Branches and Total	Removals-ENTIRE TOWN	15,000		5,000	
	+		ue to removals					
	+		MENT MAINT 1896 TREES		5,000		125,000	
	-	EAD IREAL	MENT MAINT 1890 TREES					
	-				57,500		130,000	
20. 1201	+	DEGIDENTE A	I CONCRETE PROCEEDA		*			
30-4381	+	RESIDENTIA	L CONCRETE PROGRAM		\$ -			\$ -
CAPITAL P	TID	CHACEC						
30-4810	UK	IMPROVEME	NITS			\$ -		
30-4610	-		2015			ф -		-
	\perp							
	\downarrow							
	_				-			
20 101 -	+							-
30-4815	+	EQUIPMENT			-	4,500		-
	_	Pipe inspection			-		-	
	+	Traffic Study	Speed Radar		4,500		-	1
	-	Storm Jetter			-		-	
	+		ucket Payload Monitor System\$11,750 Half	to wtr	-		-	1
	\perp		502 - Superinentdent SUV- 1/2 to water		-		-	
	\perp		- 9 Ton Dump Truck & Snow Plow FYE 22		-		-	
	\perp		- Trackless Mower and Sidewalk Plow- FYE	22	-		-	1
	$oldsymbol{\perp}$		FYE 21 1/2 to wtr		-		-	
	Ţ		er and Sidewalk Plow FYE 23		-		-	
	Ţ	Truck #110 -	9 Ton Dump Truck & Snow Plow FYE 23		-			
	╝	Trailer #321 -	Spaulding Trailer FYE 23		-			
	- 1	m 1 "440	1 Ton Dump Truck & Snow Plow FYE 23		1	i ———		1

					Department		City Council
					Maintenance		Discretionary
Account #	Description		Budget Request		Expenditures		
	Water Traile	r 1/2 to water fye22		-		-	
	Cat plow - 1/	2 to wtr					
			Total	4,500		-	
30-4890	PURCHASE (OF PROPERTY			\$ -		\$ -
	-			\$ -		\$ -	
DEBT RETIR	<u>EMENT</u>						
30-4905	DEBT RETIR	E			\$ -		\$ -
30-4945	DEBT RETIR	E - PROPERTY			\$ -		\$ -
				Total	\$ 1,687,677		\$ 299,839

4/14/2020

CAPITAL PROJECTS FUND BUDGET FOR THE YEAR 2020-2021

ACCOUNT	FYE 19 ACTUAL	FYE 20 BUDGET	FYE 20 ESTIMATED ACTUAL	FYE 21 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 22 FORECAST	FYE 23 FORECAST
REVENUE								
TRANSFER FROM GEN FUND	3.000.000	3.000.000	3.800.000	2,400,000	2.400.000	-	1.650.000	1.000.000
MISC REV	-	-	50.000	-	-	-	-	-
PROPERTY TAXES	192,472	191,240	193,200	193,440	193,440	-	195.560	191,490
GRANTS/REIMBURSEMENTS	-	-	-	50.000	50,000	-	50,000	-
STORM WATER FUND TRANSFER	-	_	-	80,000	80,000	-	-	-
BONDS	_	_	_	-	-	_	_	_
INTEREST INCOME	77,718	25,000	43,000	25,000	25,000	-	20,000	20,000
TOTAL REVENUES	\$ 3,270,190	\$ 3,216,240	\$ 4,086,200	\$ 2,748,440	\$ 2,748,440	\$ -	\$ 1,915,560	\$ 1,211,490
CAPITAL								
DITCH/DRAINAGE PROJECTS	1.077.050	2 496 000	2 497 000				441.150	869,000
SIDEWALK REPLACEMENT	1,976,950 159,661	3,486,000 154,675	3,486,000 158,435	-	-	-	441,150 188,750	140.000
CRACK SEAL PROGRAM	154,176	163.286	138,433	-	-	-	190,000	190,000
CURB & GUTTER PROGRAM	390.828	441.893	408.673	-	_	-	481.300	469,270
EQUIPMENT/OTHER PROJECTS	92.694		47.000	87.475	-	87.475	44.000	
STREET RECONSTRUCTION	1.158.623	1,632,500	1,322,000	-	-	-	1,480,000	572,440
BOND PAYMENT	194,178	194,427	197,615	194,440	194,440	-	196,560	192,490
CONSULTING/PROF SERVICES	27,871	51,500	67,000	-	-	-	61,500	51,500
MISCELLANEOUS EXPENDITURE								
SUB-TOTAL	4,154,981	6,124,281	5,824,997	281,915	194,440	87,475	3,083,260	2,484,700
TOTAL EXPENDITURES	\$ 4,154,981	\$ 6,124,281	\$ 5,824,997	\$ 281,915	\$ 194,440	\$ 87,475	\$ 3,083,260	\$ 2,484,700
FIGURE VELOCIONES	(00.4 = 5.1)	(0.000.511)	(4 =00 ====	0.400	0.554.555	(0= :)	(4.40=	(4.000.515)
FISCAL YEAR CHANGE	(884,791)	(2,908,041)	(1,738,797)	2,466,525	2,554,000	(87,475)	(1,167,700)	(1,273,210)
BEG FUND BALANCE	6,122,046	5,263,219	5,237,255	3,132,458			5,098,983	3,931,283
NET FISCAL YEAR CHANGE	(884,791)	, , , , , , , ,	(1,738,797)	2,466,525			(1,167,700)	(1,273,210)
ENDING FUND BALANCE	5,237,255	2,355,178	3,498,458	5,598,983			3,931,283	2,658,074
RESERVE BALANCE	-	(500,000)	366,000	(500,000)				
Available balance	5,237,255	1,855,178	3,132,458	5,098,983			3,931,283	2,658,074

FYE 2021 BUDGET SUMMARY

	Maintenance	Discretionary
CAPITAL	\$ 194,440	\$ 87,475
TOTAL	\$ 194,440	\$ 87,475

Account #	D	escription				Department Maintenance Budget Reques	t	City Council Discretionary Expenditures
CAPITAL	1	1						
25-35-4376	Sī	ORM WA	TER/DITCH PROJECTS			\$ -		\$ -
								,
-	-		Eleanor Place-Elm to 74th Street to Route 83-FYE 23		-		-	
			Bentley Avenue 73rd Street to Tennessee Ave FYE 23		-		-	
			Andrus Road to Frontage Road FYE 23		-		-	
			-Sawmill Creek 74th Street to Janet Avenue		_		-	
			R&R Rear Yard Drainage Project FY-2022 PROJECT 1 PW Leonard Drive -Richmond 67th Street to Chestnut Lane Rear Yard Drainage Project FY-2022 PUBLIC WORKS Proj 2-		-		0	
			Harvest Pl. 2928, 2940, 2952, 2964, 2976, 2988, 3000 Harvest Ln. 8589, 8583 Meadow Ct. 2941, 2951, 2961, 2971, 2981Revised 12-30-19		_		0	
			Rear Yard Drainage Project FY-2022 PROJECT 3 PUBLIC WORKS REMOVE AND REPLACE Bayberry 7210, 7214, 7218, 7222 Walden 1629, 7217, 7213, 7209					
					-		0	
			Rear Yard Drainage Project FY-2022 PROJECT 4 PUBLIC WORKS REMOVE AND REPLACE Downers Drive 3200 Clifford 8667, 8655, 8643, 8631 Woodvale 8698, 8686, 8674, 8662, 8650, 8638, 8626		_		0	
	+		2961 Beller through 8356 Meadow Lane R&R Rear Yard fye22 Rear Yard Drainage Project FY-2022 Clarendon Hills Rd to		-		0	
	-		6815 Alabama PW PROJECT 6 PW Project FY-2022 922 TamarackPW PROJECT 7		-		0	
		1	,				0	
		1	PW Project FY-2022 8509 Gleneyre PW PROJECT 8	_	-		<u>0</u>	
	+		total		_		5 -	
25-35-4380	SI	DEWALK	REPLACEMENTS			\$ -		\$ -
25 25 4292	-	DA CEL CEL	I PROCEEU			Ф.		ф
25-35-4382	CI	KACK SEA	AL PROGRAM			\$ -		\$ -
25-35-4383	C	URB & GU	I VTTER PROGRAM			\$ -		\$ -
25-35-4945	В	OND PAY	MENT			\$ 194,440		\$ -
25-35-4390	C	APITAL IN	MPROVEMENTS-INFRASTRUCTURE			-		87,475
		Na	tural Area Conversion Project Nantucket Basin-Engineering		_		10,000	
		Nat	tural Area Conversion Project Nantucket Basin-Construction		-		70,000	
		Holl	y Park- Native plantings-1/2 share with Park District \$14,890		_		7,475	
			Woodlands Street Light Repl fye22		_		-	
			total		-		87,475	
	1	<u> </u>				-		
25-35-4855	Sī		ECONSTRUCTION/REHAB	¢		\$ -	e e	\$ -
-	+	-	rogram & Shoulders eet Realignment Project-	\$	-		\$ - \$ -	
 	+	-	e Base Repair	\$	-		\$ -	
		-	r Restoration	\$	-		\$ -	
	+		total	\$	-		\$ -	
CAPITAL C	ON	Т.						
	L							
25-35-4325	C	onsulting/	(Professional			¢.		¢.
						\$ -		\$ -

					Department		City C	Council
					Maintenance		Discre	etionary
Account #	De	scription			Budget Reques	t	Expen	ditures
		Street E	Eng Road Cores & Testing	\$ 1		\$	-	
		Street E	ing Bid Prep	\$		\$	-	
		Layout	Engineering67th Street Roadway Reconfiguration	\$ -		\$	_	
			total	\$ -		\$	-	
					\$ 194,440		\$	87,475

CITY OF DARIEN

ENTERPRISE FUNDS BUDGET FISCAL YEAR May 1, 2020 – April 30, 2021

WATER FUND REVENUE BUDGET
WATER FUND BUDGET
WATER DEPRECIATION FUND BUDGET

ENTERPRISE FUNDS

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

The Water Depreciation Fund is established to set aside funds from each year's budget to cover replacement of the assets of the fund. Like private businesses, the Water Fund's assets are depreciated as a cost of providing water service. When available, funds are transferred to the Water Depreciation from the Water Operations Fund and held to fund the replacement of water infrastructure.

04/14/20

MUNICIPAL SERVICES WATER FUND BUDGET SUMMARY FISCAL YEAR ENDING 2021

ACCOUNT		FYE 19 ACTUAL		FYE 20 BUDGET		FYE 20 EST ACT	FYE 21 REQUESTED	N	MAINTENANCE BUDGET REQUEST	COUNCIL DISCRETIONARY		FYE 22 FORECAST		FYE 23 FORECAST
REVENUE														
WATER SALES	\$	7,794,496	\$	7,865,395	\$	7,753,892	\$ 7,512,846	\$	7,512,846	\$ -	\$	7,662,074	\$	7,662,074
INSPECTION/TAP-ON/PERMITS		21,916		10,000	\$	19,000	\$ 10,000	Ė	10,000	-	\$	5,000	\$	5,000
OTHER WATER SALES		21,043		3,500		21,042	\$ 3,500		3,500	-	\$	3,500	\$	3,500
METER SALES		7,755		1,000	\$	6,855	\$ 1,000		1,000	-	\$	1,000	\$	1,000
FRONT FOOTAGE FEES		-		-	\$	-	\$ -		-	-	\$	-	\$	-
MISCELLANEOUS INCOME		43,682		-		-	\$ -		-	-	\$	-	\$	-
INTEREST INCOME		59,439		25,000	\$	21,000	\$ 19,000	<u> </u>	19,000		\$	17,500	\$	17,500
TOTAL REVENUE	<u>\$</u>	7,948,331	<u>\$</u>	7,904,895	<u>\$</u>	7,821,789	\$ 7,546,346	<u>\$</u>	7,546,346	\$ -	\$	7,689,074	\$	7,689,074
Operating Expenditures	\$	7,904,553	\$	7,226,266	\$	6,988,382	\$ 7,050,417	\$	7,039,823	\$ 10,594	\$	7,221,384	\$	7,272,090
transfer to water deprc	\$	430,000	\$	800,000	\$	800,000	\$ 800,000			<u>\$</u>	\$	800,000	\$	400,000
TOTAL EXPENDITURES	\$	8,334,553	\$	8,026,266	\$	7,788,382	\$ 7,850,417	\$	7,039,823	\$ 10,594	\$	8,021,384	\$	7,672,090
FISCAL YEAR BALANCE		43,778		(121,371)		33,407	(304,071))	506,523	(10,594)		(332,310)		16,984
BEG CASH BALANCE		1,460,625		2,049,912		2,437,246	2,470,653		2,470,653			2,166,583		1,834,273
ENDING CASH BALANCE		2,437,246		1,928,541		2,470,653	2,166,583		2,977,177	(10,594)		1,834,273		1,851,257
			fixe	d Fee \$10/bill			fixed Fee \$10/bill				fixe	ed Fee \$10/bill	fixe	d Fee \$10/bill
RATE			\$9.7	75/1000			\$9.75/1000				\$10	0.00/1000	\$10	.00/1000

4/14/2020

MUNICIPAL SERVICES WATER FUND BUDGET FISCAL YEAR 2020-2021

ACCOUNT	FYE 19 ACTUAL	FYE 20 BUDGET	FYE 20 EST ACT	FYE 21 BUD REQ	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY REVENUES	FYE 22 FORECAST	FYE 23 FORECAST
PERSONNEL								
SALARIES	\$ 469,672	\$ 473,210	\$ 500,160	\$ 556,798	\$ 556,798	\$ -	573,502	590,707
OVERTIME	90,056	90,000	90,000	90,000	90,000	-	90,000	90,000
	559,728	563,210	590,160	646,798	646,798	-	663,502	680,707
SUB-TOTAL	559,726	563,210	590,160	040,790	040,790	-	003,302	660,707
BENEFITS								
SOCIAL SECURITY	31,845	38,771	35,754	34,521	34,521	-	35,212	35,916
MEDICARE	7,448	9,067	8,362	8,074	8,074	-	8,235	8,400
IMRF	67,469	64,586	76,584	72,304	72,304	-	73,751	75,226
MEDICAL/LIFE INSURANCE	103,833	107,404	105,000	130,312	130,312	-	132,918	135,577
SUPPLEMENTAL PENSION	2,400	2,400	2,400	2,400	2,400		2,400	2,400
SUB-TOTAL	212,995	222,228	228,100	247,611	247,611	-	252,516	257,518
OPERATING								
LIABILITY INSURANCE	164,890	204,520	204,000	211,720	204,220	7,500	216,152	220,166
MAINTENANCE-BUILDING	68,994	45,590	44,000	20,340	19,746	594	26,910	26,910
MAINTENANCE-EQUIPMENT	25,079	16,650	16,000	16,650	16,650	-	17,142	17,651
MAINTENANCE-WATER SYS.	148,856	208,950	208,000	189,700	189,700	-	186,455	190,816
POSTAGE & MAILING	50	1,400	1,400	1,400	1,400		1,449	1,500
QUALITY CONTROL	13,297	10,850	10,850	10,850	10,850	-	11,230	11,583
SUPPLIES-OFFICE	10,207	10,000	10,000	10,000	10,000	_ 1	11,200	11,000
SUPPLIES-OPERATION	2,528	3,000	3,500	4,250	4,250	_ 1	4,280	4,280
TRAINING & EDUCATION	2,118	2,900	2,900	5,400	2,900	2,500	3,185	3,235
TELEPHONE	8.109	11.000	10,450	11,000	11,000	2,300	11.000	11,000
UNIFORMS	3,624	3,825	3,800	3,825	3,825	_	3,940	4,058
UTILITIES/GAS & ELECTRIC	47.039	51,500	49,500	51,500	51,500	_	52,273	53,057
VEHICLE GAS & OIL	14.894	15.975	15,500	15,975	15.975	_	16,774	17,612
SUB-TOTAL	499,478	576,160	569,900	542,610	532,016	10,594	550,788	561,868
	,	,	,	ŕ	,	,	í	•
CONTRACTUAL								
AUDIT	6,966	11,513	11,513	11,513	11,513	-	12,500	12,500
CONSULTING/PROF SERV.	5,599	14,950	14,950	14,950	14,950	-	14,950	14,950
LEAK DETECTION	25,636	21,600	21,600	21,600	21,600	-	20,600	20,600
DATA PROCESSING	161,730	152,500	152,500	152,500	152,500	-	152,500	152,500
DUPAGE WATER COMM	4,480,123	4,682,480	4,419,284	4,445,960	4,445,960	-	4,534,879	4,597,123
SUB-TOTAL	4,680,054	4,883,043	4,619,847	4,646,523	4,646,523	-	4,735,429	4,797,673
CAPITAL						+		
EQUIPMENT	67,548	16,250	15,000	5,000	5,000		48,175	5,000
WATER METERS	33,651	27,000	27,000	27,000	27,000	_	27,000	27,000
SUB-TOTAL	101,199	43,250	42,000	32,000	32,000	-	75,175	32,000
		-						
TRANSFER TRANSFER TO OTHER FUNDS	_	-		_	_	-	_	-
GEN. FUND SERVICE CHARGE	250,000	250,000	250,000	250,000	250,000		250,000	250,000
WATER DEPRECIATION FUND	200,000	200,000	200,000	200,000	200,000		200,000	200,000
SUB-TOTAL	250,000	250,000	250,000	250,000	250,000	-	250,000	250,000
	-	•						
DEBT RETIREMENT	000 000	000.075	000.075	004.075	004.075		000.075	000.005
DEBT RETIRE	230,000	688,375	688,375	684,875	684,875	-	693,975	692,325
SUB-TOTAL	230,000	688,375	688,375	684,875	684,875	-	693,975	692,325
TOTAL EXPENSES	\$ 6,533,454	\$ 7,226,266	\$ 6,988,382	\$ 7,050,417	\$ 7,039,823	<u>\$ 10,594</u>	7,221,384	7,272,090

2020-2021 BUDGET SUMMARY

N	Iaintenance	Dis	cretionary
\$	646,798	\$	-
\$	247,611	\$	-
\$	532,016	\$	10,594
\$	4,646,523	\$	
\$	32,000	\$	
\$	250,000	\$	
\$	684,875	\$	-
\$	7,039,823	\$	10,594
	\$ \$ \$ \$ \$	\$ 247,611 \$ 532,016 \$ 4,646,523 \$ 32,000 \$ 250,000 \$ 684,875	\$ 646,798 \$ 247,611 \$ \$ 532,016 \$ \$ 4,646,523 \$ \$ 32,000 \$ \$ 250,000 \$ \$ 684,875 \$

Maintenance Discretionary Budget Request Expenditures Account # Description SALARIES 646,798 50-4010 SALARIES 556,798 \$ 50-4030 OVERTIME 90,000 \$ Total 646,798 247,611 BENEFITS SOCIAL SECURITY 50-4110 34,521 MEDICARE 50-4111 \$ 8,074 \$ 50-4115 **IMRF** 72,304 \$ 50-4120 MEDICAL/LIFE INSURANCE 130,312 \$ \$ 2,400 50-4135 SUPPLEMENTAL PENSION \$ Total 247,611 **OPERATING** 50-4219 LIABILITY INSURANCE 204,220 7,500 **IRMA** 184,585 Deductible 10,000 Safety Boots 7 1,610 Rubber Boots 7 1,050 Safety Vests 11 385 Safety Glasses and Gloves 850 Wellness Fair & Flu Shots Air Mask Testing-Pulminary Testing 190 1,000 Legal Fees SAMI 1,150 Hospital SAMI Review 1,150 Fire Extinguisher Maint. 600 CDL-Reinbursement 350 1,300 Safetylane AED Equipment and Training 7,500 204,220 Total 7,500

City Council

Department

Account #	Description			Department Maintenance Budget Request		City Council Discretionary Expenditures
OPERATI	NG CONT.			•		
50. 4222	MAD TO THE PART OF			* 10.746		Φ 504
50-4223	MAINTENANCE - BUILDING		1.000	\$ 19,746		\$ 594
	Gas Pump Maintenance CH - Monitor/radio (ADS)		1,000		-	
	CH - Monitor/radio (ADS) PD - Monitor/radio (ADS)		210 210		-	
	CH Sprinkler Inspection Fox Valley		75		-	
	PD Sprinkler Inspection Fox Valley		75			
	Fire Inspection (PD)		150			
	Fire Inspection (CH)		113			
	PW - Burglar/Fire/Inspection - \$406.86 per quarter		814		_	
	Fertilization-Section II-A-City Hall-Police Dept. 1/2 to Streets		-		174	
	Fertilization-Section II-B-Public Works Facilty 1/2 to Streets		_		420	
	HVAC		1,000		-	
	Cleaning Supplies		1,350		-	
	General Plant Maintenance-Tower Lights CL2 Venting		5,000		-	
	Janitorial Services		7,750		-	
	Garage Doors		1,000		-	
	Seal Coating - Water Plants Plant 5		-		-	
	septic maintenance		1,000			
		Total	19,746		594	
50-4225	MAINTENANCE EQUIPMENT			\$ 16,650		\$ -
	Truck Tires-Alignment		5,800		-	
	General Maintenance	5,600		-		
	Tractor Maintenance General Maint		1,250		-	
	Miscellaneous Maintenance		1,400		-	
	Printer Maintenance		600		-	
	Chlorine Analyizer Maint Agreement		2,000			
		Total	16,650		-	
50-4231	MAINTENANCE - WATER SYSTEM			\$ 189,700		\$ -
	Water Maintenance-Clamps		21,400		-	
	Flat Work Concrete Restoration		50,500		-	
	Asphalt Restoration		21,500		-	
	Landscape Restoration		12,000		=	
	Hydrants, Valves & Accessories Generator O & M		28,000		-	
	Bolts, Water Spec. Tools		2,000 6,800		-	
	Truck & Dump Fees		28,000		-	
	EPA-CCDD Soil Testing		12,000			
	R&R Pump Motors Pump 2 and 3		5,000			
	Color Printer 5k 1/2 to Streets		2,500		_	
	Color Fillice 3k 1/2 to blicets	Total	189,700			
		1 Otal	189,700			
50-4233				\$ 1,400		\$ -
50-4233	POSTAGE/MAILINGS		1,400	Ψ 1,400		Ψ -
	Residence Correspondence	Total			-	
	Residence Correspondence	Total	1,400			
50-4241	QUALITY CONTROL			\$ 10,850		\$ -
20 7271	ZOTETT CONTROL	-		Ψ 10,050		Ψ -
	EPA-Contract-Sampling Stage 2-Reduced Lead & Copper		5,500		-	
	Bacteriological sampling		3,800		-	
	Chemical Sampling Kits		1,550		-	
		Total	10,850			

Account #	Docarint	ion			Mai	partment intenance Iget Request		Disc	Council retionary anditures
OPERATIN	Descript	10n 			Бис	iget Request		Expe	enatures
<u>OI EIGIII</u>	<u> </u>								
50-4255		ES - OPERATION			\$	4,250		\$	-
	Copy Pap			250			-		
	Plain Pap	per		250			-		
		idges Toner		2,250			-		
	Chlorine	Gas		1,500					
			Total	4,250			-		
50-4263	TD A INIIN	 NG & EDUCATION			\$	2,900		\$	2,500
30-4203		ater Assoc. Training		400	Ф	2,900	_	Ф	2,300
		Membership Don & Kris		450			_		
		Meetings		250			_		
		al Services Seminars		250			-		
		nent Seminars		300			-		
		CEU Cert Training		300			-		
	Machine	Operator Training		950			-		
	AED Tra			=			2,500		
			Total	2,900			2,500		
50-4267	TELEPH				\$	11,000		\$	
	Verizon I			7,000			-		
	Phone Re			1,000			-		
	Modems-	-SCADA System		3,000					
			Total	11,000			-		
50-4269	UNIFOR	MS			\$	3,825		\$	-
50-4271	UTILITII	ES - GAS/ELECTRIC/SEWER			\$	51,500			
50 1252	LIETHOL:	E GAGOON			Φ.	15.055		Φ.	
50-4273	Unleaded	E - GAS & OIL		10.575	\$	15,975		\$	-
	Diesel	1 T		10,575 4,275			-		
	Oil			1,125			-		
	Oli		Total	15,975					
			Total	13,973			-		
CONTRAC	THAL SEI	 RVICES							
50-4320	AUDIT				\$	11,513		\$	_
20 .220	110211				Ψ	11,010		Ψ	
50-4325	CONSUI	LTING/PROFESSIONAL SERVICES			\$	14,950		\$	_
	Telemetr			3,650		,	-		
	Julie Mei			6,300			-		
		elated Eng.		5,000			-		
	Water At	las GIS Mapping							
			Total	14,950			-		
50-4326		ETECTION			\$	21,600		\$	-
ļļ	Leak Loc	ating		5,600			-	ļ	
	Leak Loc	ating Quality Control		16,000					
			Total	21,600			-		
#0.4==					_	. ==		_	
50-4336		ROCESSING			\$	152,500		\$	-
	(County	Meter Reading & Billing)						ļ	
CONTRA	TOTAL CES	DATICES CONTE						-	
CONTRAC	TUAL SEI	RVICES CONT.						-	
50 4240	DIDAC	E WATER COMMISSION	+		¢.	4 445 000	6		
50-4340	DUPAGI	E WATER COMMISSION			\$	4,445,960	\$ -		
CAPITAL F	OLIBURA S	I CFC						1	
50-4815	EQUIPM	ENT			\$	5,000		\$	

								artment		City Counc	
							Mair	ntenance		Discretiona	ıry
Account 7	# D	Description	on				Budg	get Request		Expenditur	es
	* T	ruck #50	2 - Superinentdent SUV-FYE 22 \$38 K Half to	Streets		-			-		
	* T	railer #30	01- FYE 22 \$11,600 Half to Streets			-			-		
	* E	and Loade	er Bucket Monitor \$11,750 Half to Streets fye	22		-			-		
	N	/lisc				5,000			-		
				Total	\$	5,000			\$ -		
50-4880	l v	VATER N	METERS				\$	27,000	\$ -		
50-4000		Atters-Ge				27,000	Ψ	27,000			Ē
				Total		27,000			_	•	_
TRANSF	ER										
50-4885	R	ECAPTU	JRE FEES			-	\$	-	\$ -		
50-4251	S	ERVICE	CHARGES				\$	250,000	\$ -		
50-4620	V	VATER I	DEPRECIATION FUND			-	\$	-	\$ -	\$	-
DEBT RE	TIRI	EMENT									_
50-4950	D	DEBT RE	TIRE				\$	684,875			
		Bond-Ret			\$	300,175		,	\$ -		
	2	2018 bon	d-		\$	384,700			\$ -		
	\blacksquare			Total	\$	684,875			\$ -		
	+				Total		\$	7,039,823		\$ 10,59	4

4/14/2020

MUNICIPAL SERVICES WATER DEPRECIATION FUND BUDGET FISCAL YEAR ENDING 2021

ACCOUNT	FYE 19 ACTUAL	FYE 20 BUDGET	FYE 20 EST ACT	FYE 21 REQUEST	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 22 FORECAST	FYE 23 FORECAST
REVENUE								
TRNSF FROM WTR FUND	430,000	800,000	800,000	800,000	-	800,000	800,000	400,000
Interest	25,508	15,000	15,000	15,000		15,000	10,000	10,000
MISC. REVENUE		-	-	-	-	-		
BOND PROCEEDS	3,440,565	-		-	-			-
TOTAL REVENUES	\$ 3,896,073	\$ 815,000	\$ 815,000	\$ 815,000	<u> </u>	\$ 815,000	\$ 810,000	\$ 410,000
EXPENDITURES								
Equipment	-	67,000	68,000	-	-	-	213,000	55,000
Pumping Station	-							
Capital Outlay	1,601,099	1,440,000	300,000	2,028,300	-	2,028,300	1,881,900	-
TOTAL EXPENDITURES	\$ 1,601,099	\$ 1,507,000	\$ 368,000	\$ 2,028,300	\$ -	\$ 2,028,300	\$ 2,094,900	\$ 55,000
FISCAL YEAR BALANCE	2,294,974	(692,000)	447,000	(1,213,300)	-	(1,213,300)	(1,284,900)	355,000
BEG FUND BALANCE	(315,956)	(220,850)	1,761,560	2,208,560	2,208,560	2,208,560	995,260	(289,640)
ENDING FUND BALANCE	1,761,560	(912,850)	2,208,560	995,260	2,208,560	995,260	(289,640)	65,360

2021 BUDGET SUMMARY

	Maintenance	Disc	retionary
WATER DEPRECIATION			
Equipment	\$	- \$	-
Capital Improvement	\$	- \$	2,028,300
TOTAL	\$	- \$	2,028,300

Account #	Description				N	Department Maintenance Budget Request			Dis	Council cretionary enditures
WATER DEP	DECLATION	T					1		1	
12-51-4815	Equipment				9	\$ -			\$	_
		Truck #408		\$ -	.		\$	-	_	
		Water Trailer 1/2 to streets		\$ -			\$	-		
		Truck #403 Pickup Truck FYE 23		\$ -	_		\$			
			total	\$ -			\$	-		
12-51-4390	Capital Impr	ovement Infrastructure			9	\$ -			\$	2,028,300
		Automatic Flushing Units at 15 locations in								
		Water System		\$	-		\$	66,000		
		Commercial Water Meters		\$	-		\$	50,000		
		Residential Water Meters - replace ARB style								
		meters (2002 & older) - 4400 meters		\$	-		\$	600,000		
		Installation of Residential Meters - 4400 meters	3	\$	-		\$	500,000		
		Ballon Light		\$	-		\$	3,500		
		FoxFury portable spot light		\$	-		\$	2,800		
		The CAT SSL 6' snow plow1/2 to Streets								
		3800 / 2 =1,900		\$	-		\$	-		
		Smart Shore Shoring Equipment		\$	-		\$	11,000		
		Power Washing of 3 Elevated Water Towers		\$	-		\$	_		
		Cla Val & Altitude Valves		\$	_		\$	45,000		
		Cit var & Filtrade varves		Ψ			Ψ	13,000		
		Fixed Radio Read for Meters fye 21		\$	_		\$	750,000		
			Total	\$	-		\$	2,028,300		

CITY OF DARIEN

SPECIAL REVENUE FUNDS BUDGET FISCAL YEAR May 1, 2020 – April 30, 2021

MOTOR FUEL TAX FUND BUDGET SPECIAL SERVICE AREA #1 BUDGET STORM WATER MANAGEMENT FUND

SPECIAL REVENUE FUNDS

Special Revenue Funds are used to account for revenues derived from specific taxes or other earmarked sources. They are required by state statute or local ordinances to finance specific functions or activities of the City. Seven funds are included in this portion of the budget.

MOTOR FUEL TAX FUND - The Motor Fuel Tax (MFT) Fund accounts for receipts and expenditures of MFT payments from the State. These funds can be used for limited specified purposes. The City's expenditures are for supplies (salt, pipe, signs, asphalt), tree maintenance, street lights (energy cost and new lights), sidewalk program, street sweeping, and to fund the City's annual street rehabilitation program. A list of streets included in this year's program is attached to the MFT budget.

SPECIAL SERVICE AREA #1 - A special service area (SSA) is created to fund improvements which benefit an identifiable segment of the City, with a special property tax levied on the benefited properties. SSA #1 was created to handle maintenance of the wetlands in the Tara Hill development. The developer agreed to continue maintenance of the wetlands for five years while the SSA Fund built up some reserves.

<u>STORMWATER FUND-FEE IN LIEU OF PCBMP</u> – The Storm Water Ordinance requires Post-Construction Best Management Practices so storm water quality is not compromised by development. If it is not practical to install a PCBMP, the applicant may participate in a *Fee In Lieu Of Program*. The fees collected are to be used by the City as permitted by the Storm Water Ordinance. FYE 2021 projects included in capital projects Fund.

4/14/2020

MUNICIPAL SERVICES MOTOR FUEL TAX BUDGET FISCAL YEAR 2021

			FISCAL I	LIKK ZVZI				
ACCOUNT	FYE 19 ACTUAL	FYE 20 BUDGET	FYE 20 EST ACTUAL	FYE 21 REQUESTED	DEPT MAINT BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES	FYE 22 FORECAST	FYE 23 FORECAST
REVENUE								
MFT ALLOTMENT	560,644	552,150	\$786,690	905,526	\$905,526		\$905,526	\$905,526
MISC. INCOME	-	-	-	-				
INTEREST	7,106	4,000	6,800	7,500	7,500		10,000	1,000
TOTAL REVENUE	\$ 567,750	\$ 556,150	\$ 793,490	\$ 913,026	\$ 913,026	\$	\$ 915,526	\$ 906,526
EXPENDITURES								
OPERATING								
SALARIES	256,939	245,000	245,000	245,000	245,000	-	245,000	245,000
BENEFITS	51,465	51,965	51,965	51,965	51,965		51,965	51,965
ROAD MATERIAL	30,587	38,100	36,350	39,350	39,350	-	39,795	40,043
SALT	232,727	176,160	225,000	246,790	246,790	-	248,040	248,040
SUPPLIES-OTHER	22,030	18,500	24,000	18,500	18,500		18,500	18,500
SUB-TOTAL	593,748	529,725	582,315	601,605	601,605	-	603,300	603,547
CONTRACTUAL								
PAVEMENT STRIPING	8,961	34,500	18,000	34,500	34,500	-	14,500	14,500
TREE TRIM/REMOVAL	6,138	5,000	5,000	5,000	5,000	-	2,000	2,000
SUB-TOTAL	15,099	39,500	23,000	39,500	39,500	-	16,500	16,500
CAPITAL OUTLAY								
STREET LIGHTS	-	35,000	35,000	35,000	35,000	=	35,000	35,500
STREET MAINTENANCE								1,000,000
SUB-TOTAL	-	35,000	35,000	35,000	35,000	-	35,000	1,035,500
TOTAL EXPENDITURES	\$ 608,847	\$ 604,225	\$ 640,315	\$ 676,105	\$ 676,105	\$ -	\$ 654,800	<u>\$ 1,655,547</u>
FISCAL YEAR BALANCE	\$ (41,097)	\$ (48,075)	\$ 153,175	\$ 236,922	\$ 236,922	\$ -	\$ 260,727	\$ (749,021)
BEG. FUND BALANCE	\$ 389,439	\$ 355,774	\$ 348,342	\$ 501,517	\$ 501,517	\$ 501,517	\$ 738,439	\$ 999,165
ENDING FUND BALANCE	\$ 348,342	\$ 307,699	\$ 501,517	\$ 738,439	\$ 738,439	\$ 501,517	\$ 999,165	\$ 250,144

MOTOR FUEL TAX SUMMARY

FYE 2021 BUDGET SUMMARY

	M	aintenance	Discretionary
SALARIES	\$	245,000	\$ -
BENEFITS	\$	51,965	\$ -
OPERATING COSTS	\$	304,640	\$ -
CONTRACTUAL	\$	39,500	\$ -
CAPITAL	\$	35,000	\$ -
TOTAL	\$	676,105	\$ -

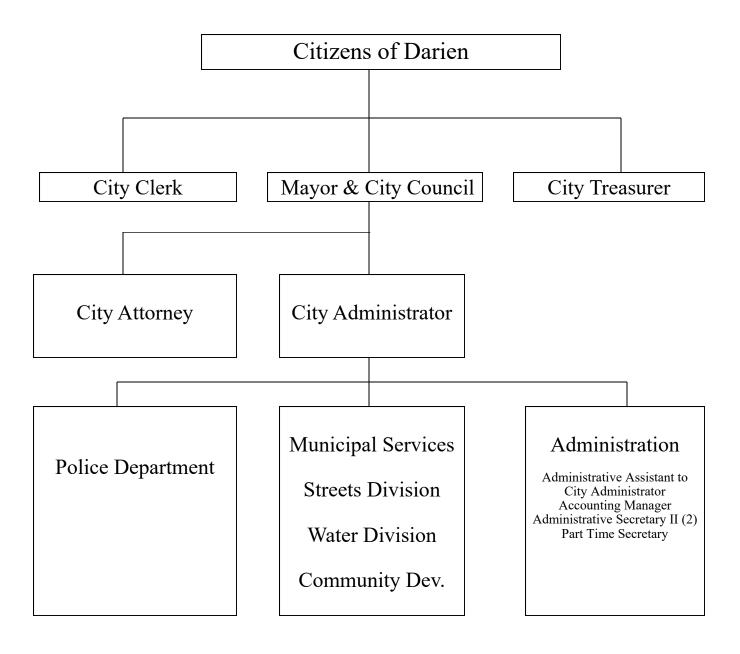
						-	artment	City Co	
						Mai	ntenance	Discreti	_
Account #	Description	n				Bud	get Request	Expend	itures
<u>MFT</u>	<u> </u>								
OPERATIN	<u>G</u>								
60-4010	SALARY					\$	245,000	\$	-
BENEFITS									
60-4110	SOCIAL SE	ECURITY				\$	15,190	\$	-
60-4111	MEDICAR	E				\$	3,553	\$	-
60-4115	IMRF					\$	33,222	\$	-
OPERATIN	 G COSTS								
60-4245	ROAD MA	TERIAL				\$	39,350	\$	-
	AGGREG	ATE CA-6 (CA-7		17,500				
	HOT BITU	JMINOUS P	RODUCT	'S	17,050				
	COLD BI	ΓUMINOUS	PRODUC	CTS	4,800				
				Total	39,350				
60-4249	SALT					\$	246,790	\$	-
	Rock Salt				\$213,750.00				
	Geo Melt S	Salt treatmen	t		\$33,040.00				
	Therma Po	int			<u>\$0.00</u>				
					\$246,790.00				
60-4257	SUPPLIES	- OTHER				\$	18,500	\$	-

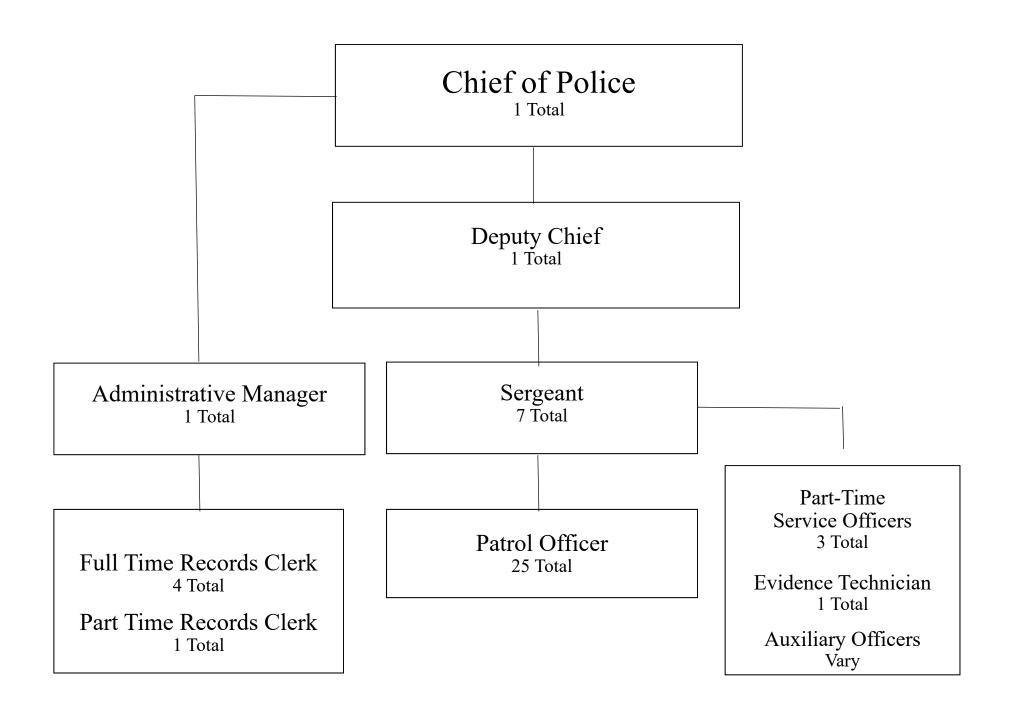
						Dep	artment		City Council
						Mai	ntenance		Discretionary
Account #	Description					Bud	get Reques	t	Expenditures
CONTRACT	TUAL SERVIC	<u>CES</u>							
60-4261	PAVEMENT	T STRIPIN	G			\$	34,500		\$ -
	General Stri	ping			14,500				
	Stop Bars				<u>20,000</u>				
				Total	34,500				
60-4325	CONSULTI	NG/PROFE	SSIONAL	SERVICES					
60-4375	TREE TRIM	MING/RE	MOVAL			\$	5,000		\$ -
CAPITAL P	 URCHASES								
60-4840	STREET LIC	GHTS				\$	35,000		
60-4855	STREET MA	AINTENAN	NCE			\$	_		
						\$	676,105		

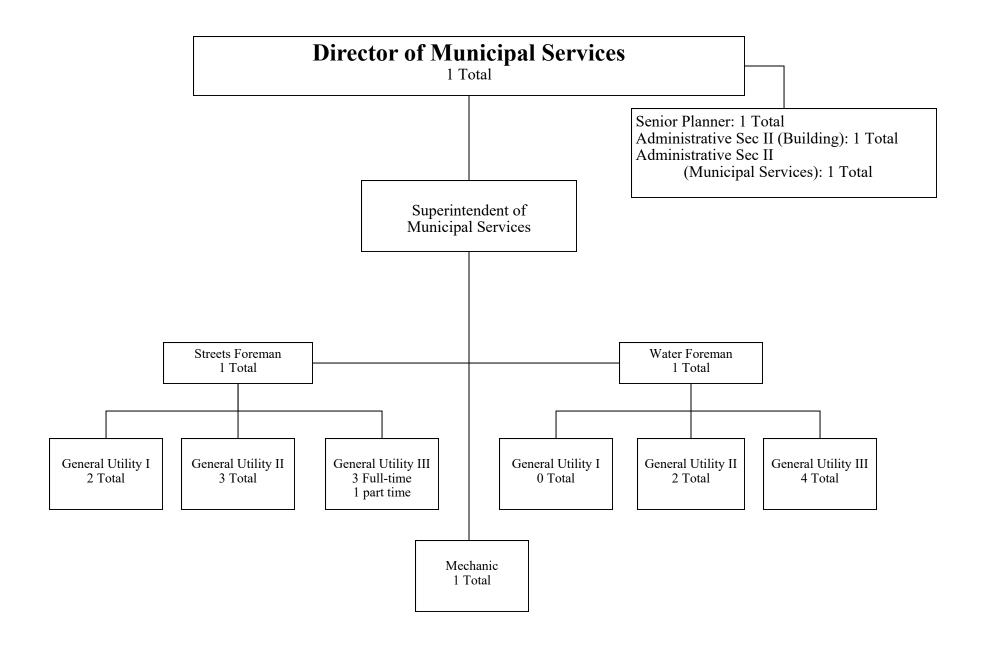
SPECIAL SERVICE AREA #1 FUND BUDGET FISCAL YEAR ENDING 2021

ACCOUNT		FYE 19 ACTUAL		FYE 20 BUDGET		FYE 20 EST ACT		FYE 21 REQUEST		DEPT MAINT FYE 20 BUDGET REQUEST	COUNCIL DISCRETIONARY EXPENDITURES		FYE 22 FORECAST		FYE 23 FORECAST
REVENUE	_				1				1					ı	
PROPERTY TAXES	\$	5,061	\$	5,000	\$	5,000		5,000	\$	5,000		\$	5,000	\$	5,000
INTEREST	\$	199	\$	100	<u>*</u>	100		100	<u> </u>	100	\$ -	\$	100	\$	100
			<u> </u>		_				-		.*	-		<u></u>	
TOTAL REVENUE	\$	5,260	\$	5,100	\$	5,100	\$	5,100	\$	5,100	\$ -	\$	5,100	\$	5,100
	-				-		_	<u> </u>				_			
EXPENDITURES															
DD05500101111 05D11105		5 000						= 000					====		====
PROFESSIONAL SERVICE		5,000		5,000	<u> </u>	-		5,000		5,000	-		7500		7500
GENERAL MAINTENANCE		-		500		500		500		500	-		500		500
MAINTENANCE CONTINGENCY		-		1,000 1,500		1,000 500		1,000 250		1,000 5,000	-		1000 5,000		3,000
		F 000			 —		<u> </u>		_					<u> </u>	
TOTAL EXPENDITURES		5,000	_	8,000	ļ-	2,000	<u> </u>	6,750	_	11,500		_	14,000	ļ_	12,000
			_						L					L	
FISCAL YEAR BALANCE	\$	260	\$	(2,900)	_	3,100	\$	(1,650)		(6,400)		\$	(8,900)	_	(6,900)
BEG FUND BALANCE	\$	14,270	\$	12,620	\$	14,530	\$	17,630	\$	15,980	\$ -	\$	15,980	\$	7,080
ENDING FUND BALANCE	\$	14,530	\$	9,720	\$	17,630	\$	15,980	\$	9,580	\$ -	\$	7,080	\$	180

City of Darien Organizational Chart







City of Darien Staffing Levels FYE 2020 & 2021

	FYE 20	FYE 21
Administration	6	6
City Administrator – FYE 19	1	1
Contractual		
Administrative Assistant to	1	1
City Administrator	1	0
Accountant	1	0
Accounting Manager	0	1
Secretary II	2	2
Part Time Office Clerk	1	1
Community Development	3	3
Director of Municipal	1	1
Services		
Senior Planner	1	1
Administrative Secretary II	1	1
		4.4
Police Department	44	44
Chief of Police	1	1
Deputy Chief	0	1
Commander	2	0
Sergeants	6	7
Patrol Officer	25	25
Administrative Secretary II	1	0
Administrative Manager	0	1
Records Clerks	4	4
Evidence Technician	1	1
Part-time CSO	3	3
Part Time Records Clerk	1	1

	FYE 20	FYE 21
Municipal Services	34	20
Streets	22	12
Superintendent	0.5	0.5
Administrative Secretary II	0.5	0.5
Mechanic	1	1
Foreman	1	1
Utility I	2	2
Utility II	3 3	3
Utility III	3	3
Seasonal Summer	10	0
Regular Part-time	1	1
Water	12	8
Superintendent	0.5	0.5
Administrative Secretary II	0.5	0.5
Foreman	1	1
General Utility I	0	0
General Utility II	2	2
General Utility III	4	4
Seasonal Summer	4	0

CITY OF DARIEN PAY RANGES AND JOB CLASSIFICATIONS FISCAL YEAR ENDING 2021

PAY RANGE	SALARY	CLASSIFICATION
*2.0% increase from FYE	2020	
** Performance bonus of u	p to \$2,450 for a full time en	nployee
*** Health insurance prem	iums 20%	
2	\$32,355 – 43,680	
3	\$35,853 – 48,402	
4	\$39,350 - 53,122	Administrative Sec. I
5	\$42,852 - 57,850	
6	\$46,442 – 62,696	Administrative Sec. II
7	\$49,696 – 68,109	
8	\$51,047 – 68,913	
9	\$56,845 – 76,740	Accountant
10	\$61,608 – 83,171	
11	\$64,863 – 87,565	
12	\$67,340 – 90,910	PW Foreman
13	\$70,839 – 95,633	Senior Planner
14	\$74,339 – 100,357	Accounting Manager
15	\$78,772 – 106,342	PW Superintendent Assistant City Administrator
16	\$81,336 – 109,803	
17	\$84,836 – 114,529	
19	\$91,831 – 123,971	
20	\$100,282–135,381	
22	\$102,323–138,137	Commander
23	\$112,170–151,430	Director Municipal Services Police Chief

CITY OF DARIEN

Pay Range and Step Schedule - Fiscal Year Ending 2021

CLASS	STEPS							
	Start	1	2	3	4	5	6	Тор
2	32,355	33,973	35,591	37,209	38,827	40,444	42,062	43,680
3	35,853	37,646	39,438	41,231	43,024	44,816	46,609	48,402
4	39,350	41,317	43,285	45,252	47,219	49,187	51,154	53,122
5	42,852	44,995	47,137	49,280	51,422	53,565	55,708	57,850
6	46,442	48,764	51,086	53,408	55,730	58,052	60,374	62,696
7	49,696	52,327	54,957	57,588	60,218	62,848	65,479	68,109
8	51,047	53,599	56,152	58,704	61,256	63,809	66,361	68,913
9	56,845	59,687	62,529	65,371	68,214	71,056	73,898	76,740
10	61,608	64,688	67,769	70,849	73,930	77,010	80,090	83,171
11	64,863	68,106	71,349	74,592	77,835	81,079	84,322	87,565
12	67,340	70,707	74,074	77,441	80,808	84,176	87,543	90,910
13	70,839	74,381	77,923	81,465	85,007	88,549	92,091	95,633
14	74,339	78,056	81,772	85,489	89,206	92,923	96,640	100,357
15	78,772	82,710	86,649	90,587	94,526	98,464	102,403	106,342
16	81,336	85,403	89,469	93,536	97,603	101,670	105,737	109,803
17	84,836	89,078	93,320	97,562	101,804	106,046	110,287	114,529
19	91,831	96,422	101,014	105,605	110,197	114,788	119,380	123,971
20	100,282	105,296	110,311	115,325	120,339	125,353	130,367	135,381
22	102,323	107,440	112,556	117,672	122,788	127,904	133,020	138,137
23	112,170	117,779	123,387	128,996	134,605	140,213	145,822	151,430



AGENDA MEMO

City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor and City Clerk to execute a contract for the 2020 Landscape Maintenance Services between the City of Darien and Sebert Landscaping Company in an amount not to exceed \$65,848.00 for the following locations:

75th Street Planting Beds Clock Tower City Hall Complex Entrance Way Planting Beds

AND

A **motion** authorizing a contingency in the amount of \$5,500 for replacement of plant materials and plant enhancements.

RESOLUTION

BACKGROUND

Over the last several years the City has added beautification landscape projects that include various types of planting beds. The planting beds require ongoing maintenance to maintain an aesthetically pleasing site throughout town. The locations are identified as follows:

ROADSIDE RIGHTS OF WAY-75th Street

- 1. 75th Street and Plainfield Road-East
- 2. 75th Street and Plainfield Road-West
- 3. 75th Street and Plainfield Road-Berm
- 4. 75th Street and Cass Ave-East
- 5. 75th Street and Cass Ave-West
- 6. 75th Street and Adams Street-East
- 7. 75th Street and Adams Street-West
- 8. 75th Street and Williams Ave-East (Park Ave.)

ROADSIDE RIGHTS OF WAY-SPECIFIED FACILITIES - CITY ENTRANCE SIGNS

- 1. Plainfield Road Northern Right of Way-West of Route 83
- 2. 83rd Street Southern Right of Way-East of Janes Ave
- 3. 75th Street Southern Right of Way-East of Lemont Road
- 4. 75th Street Southern Right of Way-West of Route 83
- 5. Cass Ave-Eastern Right of Way-North of Frontage Road
- 6. Cass Ave-Western Right of Way-South of 67th Street
- 7. Lemont Road-Eastern Right of Way-North of I-55
- 8. 87th Street-Southern Right of Way-East of Woodward

<u>CITY OF DARIEN-CLOCK TOWER-CASS AVE / PLAINFIELD ROAD - NORTH EAST CORNER</u>

CITY OF DARIEN CITY HALL COMPLEX 1702 PLAINFIELD ROAD

The landscape maintenance contract calls out for the following:

- 1. Spring clean-up
- 2. Weeding and Cultivating on a Weekly basis
- 3. Mulching
- 4. Trimming of plant material
- 5. Plant material replacement
- 6. Plant material enhancement

While the City had an opportunity to extend a contract with the current vendor, at a substantially reduced rate, Staff was not satisfied with the performance received in 2019. The City Staff felt it was necessary to revise the specifications and advertise for sealed bids. A bid opening was held on November 12, 2019 and received no bids. Staff reached out to the landscape vendors inquiring about the no bid submission. The replies were, not interested in a landscape maintenance contract, company does not maintain planters or overlooked the date. The vendor that overlooked the bid date was requested to forward pricing for the proposed maintenance. Upon review of the pricing schedule, Staff advertised to rebid the maintenance contract for a January bid opening. Again, no bids were submitted for the scheduled opening date of January 28, 2020, 9:30 am. Sebert Landscaping Company was re-contacted regarding the no submittal with a response they had overlooked the date and submitted a bid the following day, January 29, 2020. Staff recently reached out to the City Attorney regarding protocol and advised Staff that the City could proceed to award as presented. Sebert Landscaping Company maintains various County right of ways and municipalities with very satisfactory reviews. Attached and labeled as Attachment A, is the schedule of prices for the various locations. The proposed expenditure would be spent from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 20/21 BUDGET	CONTINGENCY FOR PLANTINGS	PROPOSED EXPENDITURE
01-30-4350	Forestry 75 th Street Planters	\$28,450	\$1,800	\$30,250
01-30-4350	Forestry Entrance Way Signs	\$ 5,910	\$1,200	\$ 7,110
01-30-4350	Forestry Clock Tower	\$15,814	\$1,500	\$17,314
01-30-4223	Building Maintenance City Hall Complex	\$15,674	\$1,000	\$16,674
	TOTALS	\$65,848	\$5,500	\$71,348

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the Mayor and City Clerk to execute a contract for the 2020 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds between the City of Darien and Sebert Landscaping Company in an amount not to exceed \$65,848.

AND

2020 Landscape Maintenance Contract April 20, 2020 Page 3

A motion authorizing a contingency in the amount of \$5,500 for replacement of plant materials and plant enhancements.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

Not approving this item at this time.

<u>**DECISION MODE**</u>
This item will be placed on the April 20, 2020 City Council agenda, New Business for formal approval.



2020 Landscape Maintenance Services - Roadside ROW Medians & Specified Facilities

		Se	bert Landscaping Company	CONTINGENCY FOR PLANTINGS	DPOSED PENDITURES
A. 75th Street Median (Section III - AA - A)					
1 - 75th St & Plainfield Rd - East		\$	3,936.00		
2 - 75th St & Plainfield Rd - West		\$	3,936.00		
3 - 75th St & Plainfield Rd - Berm		\$	5,938.00		
4 - 75th St & Cass Ave - East		\$	1,865.00		
5 - 75th St & Cass Ave - West		\$	2,210.00		
6 - 75th St & Adams St - East		\$ \$ \$	3,936.00		
7 - 75th St & Adams St - West		\$	4,212.00		
8 - 75th St & Williams Ave - East (Park Ave)			2,417.00		
	SUB - TOTAL - A	\$	28,450.00	\$ 1,800.00	\$ 30,250.00
B. Entrance Way Signs-Specified Facilities (Section III - AA - B)					
1 - Plainfield Rd - Northern ROW - West of Route 83		\$	718.00		
2 - 83rd St - Southern ROW - East of Janes Ave		\$	483.00		
3 - 75th St - Southern ROW - East of Lemont Rd		\$	718.00		
4 - 75th St - Southern ROW - West of Route 83		\$	718.00		
5 - Cass Ave - Eastern ROW - North of Frontage Rd		\$	718.00		
6 - Cass Ave - Western ROW - South of 67th St		\$	552.00		
7 - Lemont Rd - Eastern ROW - North of I-55		\$	829.00		
8 - 87th St - Southern ROW East of Woodward		\$	1,174.00		
	SUB - TOTAL - B	\$	5,910.00	\$ 1,200.00	\$ 7,110.00
C. City of Darien-Clock Tower-Cass Ave Plainfield Rd-North East	Corner				_
1 - Cass Ave & Plainfield Rd - North East Corner		\$	15,814.00		
	SUB - TOTAL - C	\$	15,814.00	\$ 1,500.00	\$ 17,314.00
D. City of Darien City Hall Complex 1702 Plainfield Rd					
1 - City Hall - 1702 Plainfield Rd		\$	4,143.00		
2 - Police Department - 1710 Plainfield Rd		\$	11,531.00		
	SUB - TOTAL - D	\$	15,674.00	\$ 1,000.00	\$ 16,674.00
TOTAL (SECTIONS A a	nd B and C and D)	\$	65,848.00	\$ 5,500.00	\$ 71,348.00



RESOLUTION NO
A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR THE 2020 LANDSCAPE MAINTENANCE SERVICES WITHIN THE 75 TH STREET RIGHT OF WAYS, CLOCK TOWER AND 8 ENTRANCE WAY PLANTING BEDS BETWEEN THE CITY OF DARIEN AND SEBERT LANDSCAPING COMPANY IN AN AMOUNT NOT TO EXCEED \$65,848.00
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 execute a contract for the 2020
Landscape Maintenance Services within the 75^{th} Street Right of Ways, Clock Tower and 8
Entrance Way Planting Beds between the City of Darien and Sebert Landscaping Company in an
amount not to exceed \$65,848.00, attached hereto as " <u>Exhibit A</u> " and is by this reference expressly
incorporated herein.
SECTION 2: This Resolution shall be in full force and effect from and after its passage
and approval as provided by law.
PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 20 th day of April, 2020.
AYES:
NAYS:
ABSENT:
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 20 th day of April, 2020.
JOSEPH A. MARCHESE, MAYOR ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CITY OF DARIEN

LANDSCAPE SERVICES SPECIFICATIONS BID FORM - PAGE 1 OF 2

Bidder, in submitting this proposal, hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2020 through April 30, 2021. All work is based on a minimum of a 4 man crew, NO EXCEPTIONS.

Planting Bed Maintenance

A. 75th Street (Section III - AA - A)	Cost
1. 75th Street and Plainfield Road East	\$ 393G
2. 75th Street and Plainfield Road West	\$ 3936
3. 75th Street and Plainfield Road Berm	\$ 5938
4. 75th Street and Cass Ave-East	\$ 1865
5. 75th Street and Cass Ave-West	\$ 7210
6. 75th Street and Adams Street-East	\$ 3936 -
7. 75th Street and Adams Street-West	\$ 4212-
8. 75 th Street and Williams Ave-East (Park Ave.)	\$ 2417
SUB-TOTAL A.	s 28,450
B. Entrance Way Signs-Specified Facilities (Section III - AA - B)	
1. Plainfield Road Northern Right of Way-West of Route 83	\$ 715
2. 83rd Street Southern Right of Way-East of Janes Ave	\$ 483
3. 75th Street Southern Right of Way-East of Lemont Road	\$_718_
4.75th Street Southern Right of Way-West of Route 83	\$ 718
5. Cass Ave-Eastern Right of Way-North of Frontage Road	\$ 718-
6. Cass Ave-Western Right of Way-South of 67th Street	\$
6. Cass Ave-Western Right of Way-South of 67th Street7. Lemont Road-Eastern Right of Way-North of I-55	\$_CS2_ \$_829_
	\$ <u>CS2</u> \$ <u>829</u> \$ <u>1174</u>

1. Cass Ave and Plainfield Road-North East Corner	\$ 15,814					
SUB-TO?	TAL C. \$ 15 8/4					
D. City of Darien City Hall Complex 1702 Plainfield Ro	<u>ad</u>					
1. City Hall 1702 Plainfield Road	\$ 4,143					
2. Police Department 1710 Plainfield Road	\$ 11,531					
SUB-TO	TALD. \$15,674					
TOTAL (Sections A and B and C and D)	\$ 65,848					
CITY OF DAI	RIEN					
LANDSCAPE SERVICES SPECIFICATI (CONTRACT EXT						
Rates for services listed for 2020/21 contract period will not increase more than						
Also as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. Attach list marked as "Contractor's Exhibit" and write "attached" in the following blank:						
Company:						
Address:						
Email:						
Telephone No.	Fax No					
Signature:						
Name and Title: (Please Print)						
Date:						
Subscribed and sworn before me thisday of	, 2019					
MY COMMISSION EXPIRES						
NOTARY PUBLI	C					

C. City of Darien - Clock Tower-Cass Ave and Plainfield Road-North East Corner

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

(Name of Contractor), as part of its bid on a
contract for Cebert Landscape to The City of Darien, Illinois, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4. By: Authorized Agent of Contractor
SUBSCRIBED AND SWORN BEFORE ME This _28 to day of
MY COMMISSION EXPIRES: "OFFICIAL SEAL" EYLEEN FLORES Notary Public, State of Illinois My Commission Expires 7/3/2022 NOTARY PUBLIC

CONTRACT - Page One of Two

1.	This agreement, made and entered into this 28th day of					
2.	That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, South Contract Document attached hereto, To the City OF DARIEN at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.					
3.	It is understood and agreed that the specifications and contract documents hereto attached, prepared by the CITY OF DARIEN, are all essential documents of this contract and are a part hereof.					
4.	In witness whereof, the said parties have	executed these presents on the date above mentioned.				
Attest:		Theof				
Ву:		By:				
(Seal)	City Clerk	Mayor				
IF A C	CORPORATION	CORPORATE NAME				
Attest:						
By:		By:				
~,,	Secretary	President				
SUBSC	CRIBED AND SWORN BEFORE ME					
This _	day of	,20				
MY CO	OMMISSION EXPIRES:					
	-					
	NOTA	RY PUBLIC				



AGENDA MEMO City Council April 20, 2020

ISSUE STATEMENT

Approval of an ordinance authorizing the disposal of surplus property.

ORDINANCE

BACKGROUND/HISTORY

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

	ITEM	VIN/MODEL#	QUANTITY	EXPLANATION
1	2007 Ford Crown Victoria (old PD 31) 131,914 miles	2FAFP71W07X10204 5	1	no longer needed
2	Walker Jumping Jack	model & serial numbers unreadable	1	replaced
3	Stihl TS400 – cut-off saw		1	replaced
4	Robinair A/C Recycler/recovery machine	Serial #4444000594	1	no longer needed
5	Sun A/C 134a recovery machine	Model MRC 452 Serial # B95290367	1	no longer needed
6	1994 Towmaster Tilt Trailer (unit 310)	1P9TT312RG162877	1	replaced
7	2001 Jamar Landscape Trailer (unit 411)	4AJUW16231J033056	1	replaced
8	Snap-On Brake Lathe	Model# EEBR300A Serial# J710CQ015	1	no longer needed
9	4 drawer – fire proof - file cabinet		1	broken-unrepairable

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda, New Business for formal approval.



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.

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

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 20th DAY OF APRIL

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this ____ day of April, 2020.

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

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

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

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

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

	ITEM	VIN/MODEL#	QUANTITY	EXPLANATION
1	2007 Ford Crown Victoria (old PD 31) 131,914 miles	2FAFP71W07X102045	1	no longer needed
2	Walker Jumping Jack	model & serial numbers unreadable	1	replaced
3	Stihl TS400 – cut-off saw		1	replaced
4	Robinair A/C Recycler/recovery machine	Serial #4444000594	1	no longer needed
5	Sun A/C 134a recovery machine	Model MRC 452 Serial # B95290367	1	no longer needed
6	1994 Towmaster Tilt Trailer (unit 310)	1P9TT312RG162877	1	replaced
7	2001 Jamar Landscape Trailer (unit 411)	4AJUW16231J033056	1	replaced
8	Snap-On Brake Lathe	Model# EEBR300A Serial# J710CQ015	1	no longer needed
9	Serial# J710CQ015		1	broken-unrepairable

ORDINA	NCE N	Ο.
		•

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,

ILLINOIS, this 20 th day of April, 2020.	
AYES:	
NAYS:	
ABSENT:	
	HE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS , this 20 th day of April, 2020.	
ATTEST:	JOSEPH A. MARCHESE, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



AGENDA MEMO

City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Construction Layout Services for the geometrical reconfiguration of 67th Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000.

RESOLUTION

BACKGROUND

At the October 7th 2019, City Council Meeting, Staff was directed to begin to implement the below improvements as they relate to the 67th Street Realignment project. Attached, and labeled as **Attachment A**, is the October 7th, 2019 City Council Agenda.

- 1. Trim the trees along the intersection's right-of-way and, if possible, along the private properties adjacent to the intersection. *The Municipal Services Dept. trimmed the trees and will maintain to a turf area*.
- 2. Relocate the stop bar on the eastbound approach of 67th Street. Cost \$1,000. *The striping is included in the FY20-21 Budget*
- 3. Install Cross Road (MUTCD W2 -1) warning signs with an advance street name plaque on Clarendon Hills Road.
 - To be completed by Municipal Services Dept. by the revised date of April, 2020 in conjunction with the Solar Speed Signs
- 4. Install Cross Road warning signs on both sides of the road both north and south of the intersection. Cost include within the above item.
 - The proposed signs are scheduled to be completed by the revised date of July, 2020 in conjunction with the restoration of the realignment.
- 5. Install warning beacons on the warning signs.
 - The Cost for warning beacons is estimated to be approximately \$1,500 and is tentatively scheduled for inclusion with the above revised schedule. Funds for the beacons are available through the FY19/20 Budget under the, Sign, line item.
- 6. Install speed limits signs and/or radar speed feedback signs on Clarendon Hills Road both north and south of the intersection. Cost \$10,000.
 - The FY19/20 Budget currently has a line item for the purchase of 2 Solar Speed Limit Flashing Signs. The signs were earmarked for Beller Road in the event additional signage was required. Currently there are 2 Solar Signs that were placed mid-block of Beller in 2018. To date, no additional concerns of speeding have been received. The Municipal Services Committee recommends to utilize the funds for the signs at
- the above locations. This item will be presented through a separate agenda item.

 Widen the eastbound approach of 67th Street to provide a westbound lane and an
- 7. Widen the eastbound approach of 67th Street to provide a westbound lane and an eastbound separate left-turn lane and a shared through/right-turn lane.

The funding for the re-construction is inclusive of the FY20-21 Budget. The scope of work includes reconstructing the west leg of the 67th Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). This includes a right turn/thru lane, a striped left turn lane, and a thru lane. This proposal assumes the existing 67th Street pavement from Clarendon Hills Road to the west will be reconstructed with 2" of Hot-Mix

2020 67th Street Improvement Project April 6, 2020 Page 2

Asphalt Surface Course, 4" of Hot-Mix Asphalt Binder Course, and 12" of Aggregate Base Course will be utilized to widen the roadway to the north of the existing pavement. The improvement length is approximately 400 linear feet.

The 67th Street roadway is scheduled for resurfacing this year and this opportunity allows for a substantial savings in the amount of \$150,000 versus if the project was a standalone project. The estimate construction costs associated with widening have been estimated at \$145,000 and City will be the general contractor and will be scheduling City awarded vendors as follows:

- 1. Scorpio Construction-Storm Sewer Removal and Replacement –Unit prices in place for the 67th Street Ditch Project
- 2. Suburban Concrete-They will be completing the 2020 Concrete Program
- 3. Schroeder Asphalt Services, Inc.,-They will be completing the base and bituminous services associated with the entire roadway
- 4. Striping-will be completed through the awarded joint purchasing co-op for striping
- 5. JC Landscaping or RGII-Restoration Services-Unit prices in place for landscape restoration.

Since Staff does not have the expertise to layout the proposed widening the services for Construction layout are required. The engineering services include two site visits for the staking of the storm water infrastructure, curb and gutter as well as road grades.

ACCOUNT	ACCOUNT DESCRIPTION	FY20-21	PROPOSED
NUMBER		BUDGET	EXPENDITURE
25-35-4325	Engineering - 67 th Street – Construction Layout	\$10,000	\$ 10,000

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the Construction Layout Services for the geometrical reconfiguration of 67th Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda for formal approval.



AGENDA MEMO City Council October 7, 2019

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the design and preparation of construction documents for the 67th Street Improvements Project in an amount not to exceed \$32,017.

Please note this agenda memo is being presented due to timing constraints and pending City Council approval of a previous memo addressing 67th and Clarendon Hills Road - traffic signal warrant study and options from Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants, Option 3.

BACKGROUND

Recently, the City Council has been reviewing the 67th Street and Clarendon Hills Road traffic signal warrant study and options as prepared by Kenig, Lindgren, O'Hara, Aboona, Inc. (KLOA), traffic-engineering consultants.

Since the roadway is slated for a resurfacing project, there is an opportunity to construct the suggested geometrical reconfiguration with cost savings. The reasoning is since the city bids and oversees various facets of road construction; curb and gutter, paving and striping, the items would be included as part of our annual contracts. The cost savings would be further realized due to the above-mentioned versus the project being bid as a sole contract.

In anticipation of the approval of the geometrical configuration, referred to as Option No 3, the engineering services would include the reconstruction of the west leg of the 67th Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). The scope of work includes the following:

- · Widening the western mouth of the intersection
- · Constructing a right turn lane
- · Constructing a left turn lane, and a thru lane.

The scope of services includes the following:

PHASE I – PRELIMINARY ENGINEERING:

Task 1 – Project Kick-off Meeting

Task 2 – Topographic Survey

Task 3 – Geotechnical Investigation

Task 4 – Evaluation of Geotechnical Report

Task 5 – Field Reconnaissance

PHASE II -ENGINEERING DESIGN AND BIDDING:

Task 6 – J.U.L.I.E. Utility Coordination

Task 7 – Preparation of Preliminary Concept Plan (50% Submittal)

Task 8 – Meeting with City

2019 67th Street Improvement Project October 7, 2019 Page 2

DESIGN ENGINEERING PHASE:

Task 9 – Preliminary Contract Documents & Cost Estimate (95% Submittal)

Task 10 – QA/QC Submittal & Final Plans, Specifications & Cost Estimate (100% Submittal)

Task 11 – Bidding Assistance

Please note the engineering services for the proposed work was not considered for this year's budget. Costs savings have been recognized within this year's Road Program that would allow the expense to be absorbed.

ACCOUNT	ACCOUNT DESCRIPTION	FY19-20	PROPOSED
NUMBER		BUDGET	EXPENDITURE
25-35-4325	Engineering - 67 th Street – Clarendon Hills Rd to Alabama Ave	\$ 0	\$ 32,017

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends the approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the design and preparation of construction documents for the 67th Street Improvements Project in an amount not to exceed \$32,017.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the agenda for the October 7, 2019 City Council agenda for formal approval.

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE 67TH STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$32,017

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional engineering services related to the design and preparation of construction documents for the 67th Street improvements project in an amount not to exceed \$32,017., a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of October 2019.

AYES:

7 - Belczak, Chlystek, Gustafson, Kenny, Schuaer, Sullivan, Vaughan

NAYS:

O - NONE

ABSENT:

O - NONE

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of October 2019.

ATTEST:

OANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

darien



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

September 4, 2019

City of Darien City Hall 1702 Plainfield Road Darien, Illinois 60561

Attention:

Dan Gombac

Subject:

Proposal for Professional Engineering Services

67th Street Improvements Project-Clarendon Hills Road to Alabama Avenue

Dear Dan:

At your request, Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional engineering services related to the design and preparation of construction documents for the 67th Street Improvements Project. Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the City of Darien would like to reconstruct the west leg of the 67th Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). This includes a right turn/thru lane, a striped left turn lane, and a thru lane. This proposal assumes the existing 67th Street pavement from Clarendon Hills Road to the west will be reconstructed with 2" of Hot-Mix Asphalt Surface Course, 4" of Hot-Mix Asphalt Binder Course, and 12" of Aggregate Base Course will be utilized to widen the roadway to the north of the existing pavement. The improvement length is approximately 400 linear feet.

CBBEL proposes the following Scope of Services for the 67th Street Improvements Project.

PHASE I - PRELIMINARY ENGINEERING:

Task 1 - Project Kick-off Meeting

CBBEL will meet with City staff to discuss the project goals and objectives and collect all pertinent data. At the kick-off meeting, the Project Team will formalize working relationships, establish primary points of contact and review project procedures. The kick-off meeting will also serve as an opportunity to discuss project constraints and identify anticipated design, permitting and construction issues. CBBEL will prepare meeting notes with action items identified and distribute to the meeting attendees.

Task 2 - Topographic Survey

As part of this task, CBBEL will perform Full Topographic Survey of 67th Street and the adjacent Clarendon Hills Road intersection (500'LF±) to be used as a base map for Design purposes. The following scope items will be included in this task:

Horizontal Control: Utilizing state plane coordinates, CBBEL will set recoverable primary control utilizing state of the art GPS equipment based on NGS Control Monumentation.

<u>Vertical Control</u>: CBBEL will establish benchmarks and assign elevations to the horizontal control points. This will be based on GPS observed NGS Control Monumentation (NAVD'88 vertical control datum).

Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.

<u>Topographic Survey</u>: CBBEL will field locate all pavements, driveways, bike path, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits (as per attached exhibit). Field location of all above ground utilities including, but not limited to: water, sanitary sewer, storm sewer, telephone, electric, cable and gas, etc. Identify size, type, rim, and invert elevations.

<u>Cross Sections</u>: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. Survey will be obtained for 10 feet beyond the existing right-of-way line.

<u>Utility Survey and Coordination</u>: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located. No J.U.L.I.E. Utility Survey Coordination is included in this task.

<u>Tree Survey</u>: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way and ultimately the proposed right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.

Base Mapping: CBBEL will compile all of the above information onto base maps at 1'=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private improvements.

Task 3 - Geotechnical Investigation

One (1) pavement core will be obtained as part of the Geotechnical Exploration by Testing Services Corporation (TSC) for compliance with the Clean Construction Demolition Debris (CCDD).

The report will give complete pavement and base surface thickness, as well as subgrade description and laboratory test dates. Comments will also be made concerning proposed pavement overlay and/or maintenance.

We recommend that the CCDD/USFO facility destination to be used for a particular project be contacted to verify the analytical parameters proposed will be sufficient.

The objectives of the Study are to determine whether the associated laboratory analysis provide a basis for TSC to sign IEPA Form LPC-663, Unincorporated Soil Certification by a Licensed Professional Engineer.

Uncontaminated soil including uncontaminated soil mixed with clean construction for demolition debris (CCDD) accepted at a CCDD fill operation must be certified to be uncontaminated soil in accordance with Section 22.51(f)(2)(B) of the Environmental Protection Act {415 ILCS 5/22 (f)(2)(B)}. Uncontaminated soil accepted at an uncontaminated soil fill operation (USFO) must be certified to be uncontaminated soil in accordance with Section 22.51a(d)(2)(B) of the Environmental Protection Act {415 ILCS 5/22.51a(d)(2)(B). These certifications must be made by a licensed professional engineer or geologists (PE/PG) using the attached Form LPC-663 when the soil is removed from a site which is determined by the PE/PG to be a "Potentially Impacted Property" (PIP) based on review of readily ascertainable property history, environmental databases and site reconnaissance. Uncontaminated soil from a site which is not identified as a PIP by the PE/PG may be certified by either the source site owner or operator using LPC-662 with pH analysis only.

A summary report will be prepared which describes the sampling procedures followed and presents results of the analytical laboratory testing. If all analytical results meet their respective MACs, Form LPC-663 will be filled out and signed by a Licensed Professional Engineer or Geologist. The report will be included.

Task 4 - Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine any changes to the proposed typical section and project specifications, including any additional pay items that may be required.

<u>Task 5 – Field Reconnaissance:</u> CBBEL Design and Construction Staff will perform a Field Reconnaissance of the pavement to be widened and reconstructed. The purpose of the Field Reconnaissance will be to determine the limits and drainage issues. The results of the Field Reconnaissance will be used to prepare the bid booklet. The results of the Field Reconnaissance will be reviewed with the City Staff and compared to previous estimates to determine the impact on the estimated construction cost.

PHASE II -ENGINEERING DESIGN AND BIDDING:

Task 6 – J.U.L.I.E. Utility Coordination

CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way & limited areas adjacent to Public Right-of-Way. Identification of all private utilities within project area (on-site) is the responsibility of the client.

Task 7 - Preparation of Preliminary Concept Plan (50% Submittal)

CBBEL will prepare a preliminary concept plan showing the proposed layout of the propose roadway improvements, including widening limits, proposed striping, and drainage improvements, as well as a detailed proposed typical section. A preliminary estimate of cost will also be provided to the City at this time.

Task 8 - Meeting with City

CBBEL will meet on-site with representatives from the City to discuss the project implications as shown on the Preliminary Concept Plan detailed in Task 7. This task assumes one (1) meeting at two (2) hours with two (2) CBBEL employees and the preparation of meeting minutes.

At this time, the City will determine if they want to proceed with the project.

DESIGN ENGINEERING PHASE:

Task 9 – Prefinal Contract Documents and Cost Estimate (95% Submittal)

CBBEL will prepare plans, specifications, and cost and working day estimates in accordance with all applicable City, IDOT, Illinois Sewer and Water Standards and other agency standards. Plans will be prepared using MicroStation CAD software.

CBBEL will use IDOT standard pay items or City standard special provisions where applicable. Otherwise, project-specific special provisions will be written as needed. Plans, specifications and estimates will be submitted to the City for review.

Detailed plans will be developed and are anticipated to consist the following:

SHEET	# OF SHEETS	HOURS PER SHEET	Hours
Title Sheet	1	8	8
General Notes	1	8	8
Summary of Quantities	1	12	12
Earthwork Schedule	1 1	12	12
Alignment, Ties and Benchmarks	1	8	8
Typical Section	1	12	12
Existing Conditions and Removal Plan (1" = 20')	1	10	10
Roadway Plan and Profile (1" = 20')	1	12	12
Drainage Plan and Profile (1" = 20')	1	10	10
Proposed Striping Plan (1" = 20')	1	10	10
Soil Erosion/Sediment Control Plan	1	10	10
Construction Details	1	8	8
Soil Erosion/Sediment Control Notes and Details	1	8	8
Cross Sections	2	8	16
Specification		-	8
Cost Estimate/Quantities			8
TOTAL	15		160

<u>Task 10 – QA/QC Submittal and Final Plans, Specifications and Cost Estimate (100% Submittal)</u>

CBBEL will make the final revisions to the 95% submittal based on the review comments from the City and permitting agencies. The City will perform a QA/QC review and CBBEL will then finalize the documents for bidding. The requested number of copies of plans and specifications will be submitted to the City. A final estimate of cost will be provided to the City. CBBEL will provide plans and specifications to the City in the requested hard copy and electronic format.

Task 11 - Bidding Assistance

CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and a make a recommendation of award.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task 1 - Project Kick-off Meeting	\$	500
Task 2 - Topographic Survey	\$	4,500
Task 3 - Geotechnical Investigation	S	3,667
Task 4 - Evaluation of Geotechnical Report	\$	500
Task 5 - Field Reconnaissance	\$	800
Task 6 - J.U.L.I.E. Utility Coordination	\$	500
Task 7 - Preparation of Preliminary Concept Plan (50% Submittal)	Š	10,000
Task 8 - Meeting with City	\$	800
Task 9 — Preliminary Contract Documents and Cost Estimate (95% Submittal)	\$	9,000
Task 10 — QA/QC Submittal and Final Plans, Specifications and Cost Estimate (100% Submittal)	\$	1,000
Task 11 – Bidding Assistance	\$	750
Total	\$	32,017

Tasks 1-8 will be completed for a fee not to exceed \$21,267 within 6 to 8 weeks of receiving notice to proceed. We will not proceed with Tasks 9-11 until directed to do so, and those tasks will take additional 4 to 6 weeks.

We will bill you at the hourly rates specified on the attached Schedule of Charges and General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Estimate of Fee. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested additional services that are not included in the preceding Estimate of Fee will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE

President

Encl. Schedule of Charges

General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR THE CITY OF DARIEN.

BY:

TITLE:

DATE:

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2019

24.	INGILITI AUTO		
Personnel			Charges* (\$/Hr)
Principal			265
Engineer VI			241
Engineer V			200
Engineer IV			163
Engineer III			146
Engineer I/II			116
Survey V			220
Survey IV			188
Survey III			165
Survey II			121
Survey I			96
Engineering Technician V			190
Engineering Technician IV			155
Engineering Technician III			140
Engineering Technician I/II			65
CAD Manager			170
Assistant CAD Manager			147
CAD II	144		130
GIS Specialist III			142
GIS Specialist I/II			90
Landscape Architect			163
Environmental Resource Specialist V			208
Environmental Resource Specialist IV			163
Environmental Resource Specialist III	TX.	· ·	134
Environmental Resource Specialist I/II			90
Environmental Resource Technician			110
Administrative			100
Engineering Intern			61
Information Technician III			125
Information Technician I/II			112
Direct Costs			

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2019.

^{*}Charges include overhead and profit

CHRISTOPHER B. BURKE ENGINEERING, LTD. GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

- 3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
- 4. <u>Suspension of Services</u>: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

To the second

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

- 5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
- 6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

- Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
- Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. <u>Indemnification</u>: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

- Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
- 12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
- 14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
- 15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
- 16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

- 17. <u>Severability of Invalid Provisions</u>: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
- 20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
- 21. <u>Designation of Authorized Representative</u>: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
- 23. <u>Limit of Liability</u>: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. <u>Client's Responsibilities</u>: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

- 25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
- 26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it: Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

STATE OF ILLINOIS)
SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of RESOLUTION NO. R-96-19 — "A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE 67TH STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$32,017.00" of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on October 7, 2019

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 7th day of October, 2019.



City Clerk



October 8, 2019

Mr. Daniel Lynch Christopher B. Burke Engineering, Ltd. 9575 West Higgins Rd, Suite 600 Rosemont, IL 60018

RE: Engineering Agreement – design and preparation of construction documents for the 67th street improvements project

Dear Mr. Lynch:

Enclosed please find a certified copy of *Resolution No. R-96-19* – "A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL ENGINEERING SERVICES RELATED TO THE DESIGN AND PREPARATION OF CONSTRUCTION DOCUMENTS FOR THE 67TH STREET IMPROVEMENTS PROJECT IN AN AMOUNT NOT TO EXCEED \$32,017" passed by the City Council at its regular meeting on October 7, 2019.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely.

CITTOTOAKIEN

Daniel Gombac

Director of Municipal Services

Enclosure

cc:

JoAnne E. Ragona, City Clerk

Kris Throm, Superintendent of Municipal Services

Office: 630-852-5000 Fax: 630-852-4709 www.darienil.us



RESOLUTION NO.

CITY ATTORNEY

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL DESIGN SERVICES RELATED TO THE CONSTRUCTION LAYOUT SERVICES FOR THE GEOMETRICAL RECONFIGURATION OF 67TH STREET-ADJACENT TO THE WESTERN LEG OF CLARENDON HILLS ROAD IN AN AMOUNT NOT TO EXCEED \$10,000

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Construction Layout Services for the geometrical reconfiguration of 67th Street-adjacent to the western leg of Clarendon Hills Road in an amount not to exceed \$10,000, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU

PAGE COUNTY, ILLINOIS, this 20th day of April, 2020.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU

PAGE COUNTY, ILLINOIS, this 20th day of April, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

December 5, 2019

City of Darien 1702 Plainfield Road Darien, IL 60561

Subject:

Professional Services Proposal to Provide Construction Layout for the

67th Street Improvements Project, in Darien, IL

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal to provide professional land surveying services required for the construction layout required for the construction of the 67th Street Improvements Project in Darien, Illinois. This proposal is based on the engineering plans prepared by Christopher B. Burke Engineering, Ltd. (CBBEL) provided to the City on November 26th, 2019. Included below you will find our Understanding of the Assignment, Scope of Services, and Estimate of Fee.

UNDERSTANDING OF THE ASSIGNMENT

We understand the City of Darien will be reconstructing the west leg of the 67th Street/Clarendon Hills Road intersection to mirror the east leg of the intersection (owned by the Village of Willowbrook). This proposal assumes Christopher B. Burke Engineering, Ltd. survey crews will be completing staking of the proposed drainage structures as well as the proposed curb and gutter. This will include stakes at the proposed edge of pavement where necessary as well as offsets approximately every fifty feet. The improvement length is approximately 400 linear feet.

CBBEL proposes the following Scope of Services for the 67th Street Improvements Project.

SCOPE OF SERVICES

We have proposed the following services to assist you in completion of the project requirements.

Task 1 – Construction Control and Layout:

- 1. Initial coordination with Client.
- 2. Office preparation of field staking data.
- 3. On-site recovery and verification of existing plan horizontal and vertical control (supplied by client).
- 4. Construction Layout of Proposed roadway Paving

- Stake back of curb at 50-foot intervals and changes in alignment with graded offsets.
- 5. Construction Layout of Proposed Utility Improvements
 - Stake centerline of storm manholes, catch basins, and inlets with graded offsets.

NOTE: All layout of proposed site features will be staked two time maximum in the field from plans provided by client to CBBEL in MicroStation V8i (.dgn) format. Any additional restaking of previously completed work or additional layout not included under contract will be billed at the attached hourly rates. No final as-built conditions survey will be included, but can be provided under separate contract.

It is understood that Christopher B. Burke Engineering, Ltd. (CBBEL) will not be responsible for job and site safety on this project; job and site safety shall be the sole responsibility of the Contractor(s). CBBEL does not have the right to stop work and will not advise/schedule/coordinate/supervise the Contractor(s) nor the Contractor(s) means and methods of their work and we shall not be liable for the results of any such interpretations or decisions rendered in good faith.

FEE ESTIMATE

We estimate the cost of the Scope of Services will be:

Task 1 – Construction Control and Layout: \$10,000

Not to Exceed \$10,000

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance ar notice to proceed. Please feel free to contact us anytime.	nd
Sincerely,	
Christopher B. Burke, PhD, PE, D.WRE, Dist.M. ASCE President	
Encl. Schedule of Charges General Terms and Conditions	
THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AN CONDITIONS ACCEPTED FOR THE CITY OF DARIEN.	ID
BY:	
TITLE:	

DATE:

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2020

Personnel		Charges ¹ (\$/Hr)
Principal		275
Engineer VI	34	251
Engineer V		208
Engineer IV		170
Engineer III		152
Engineer I/II		121
Survey V		229
Survey IV		196
Survey III		172
Survey II		126
Survey I		100
Engineering Technician V		198
Engineering Technician IV		161
Engineering Technician III		146
Engineering Technician I/II		68
CAD Manager		177
Assistant CAD Manager		153
CAD II		135
GIS Specialist III		148
GIS Specialist I/II		94
Landscape Architect		170
Environmental Resource Specialist V		216
Environmental Resource Specialist IV		170
Environmental Resource Specialist III		139
Environmental Resource Specialist I/II		94
Environmental Resource Technician		114
Administrative		104
Engineering Intern		63
Information Technician III		130
Information Technician I/II		116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

^{*}Charges include overhead and profit

CHRISTOPHER B. BURKE ENGINEERING, LTD. GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

- 3. <u>Changes:</u> Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
- 4. <u>Suspension of Services:</u> Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

- 5. <u>Termination</u>: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
- Occuments Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

- 8. <u>Standard of Practice</u>: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
- Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. <u>Indemnification:</u> Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

- 11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
- 12. <u>Governing Law & Dispute Resolutions:</u> This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 13. <u>Successors and Assigns:</u> The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
- 14. <u>Waiver of Contract Breach</u>: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
- 15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
- 16. <u>Amendment:</u> This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

- 17. <u>Severability of Invalid Provisions:</u> If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 18. <u>Force Majeure:</u> Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 19. <u>Subcontracts:</u> Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
- 20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
- 21. <u>Designation of Authorized Representative:</u> Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
- 23. <u>Limit of Liability:</u> The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. <u>Client's Responsibilities:</u> The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

- 25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
- 26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. <u>Insurance and Indemnification:</u> The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. <u>Hazardous Materials/Pollutants</u>: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



AGENDA MEMO

City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution for the 2020 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program Contract with Suburban Concrete, Inc. in an amount not to exceed \$652,920.00 and to waive the residential \$75.00 permit fee application for concrete work.

RESOLUTION

BACKGROUND/HISTORY

The Sidewalk and Curb and Gutter Removal and Replacement Program calls for the removal and replacement of deficient rated sidewalk and curb and gutter. The rating system assigns to sidewalks a numerical rating of 1-5, with 5 being defined as an extreme hazard. The FY 20-21 Budget allocates for the removal and replacement of all the identified sidewalks with current ratings of 4 and 5, deficient curb and gutter as it relates to the proposed road resurfacing project and quantities for the repair of concrete following main break restoration and street department repairs. The program also allows for resident call-ins when deficient sidewalks and curb and gutter are identified. See attached Program Quantities labeled as **Attachment A**.

The contract also offers residents, at a pass through cost, the opportunity to remove and replace their deficient concrete driveways, aprons, and the curb and gutter fronting their apron. This will allow the City to remove and replace deficient sidewalk slabs fronting a deficient apron and would allow a resident to participate in the concrete replacement program to correct the apron deficiency. Staff is further requesting that the \$75.00 permit fee application be waived to residents that participate in the concrete program with the proposed vendor since the staff will be on site and inspecting the work.

Attached and labeled as <u>Attachment B</u>, please find the prices received at the bid opening held on January 2, 2020. Staff received seven (7) bids with the lowest bidder being Suburban Concrete, Inc.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the contract from Suburban Concrete, Inc. in an amount not to exceed \$652,920.00 for the 2020 Sidewalk, Apron and Curb and Gutter Removal Replacement Program and Curb and Gutter Placement and to waive the residential \$75.00 permit fee application for concrete work.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda for formal approval.



2020 CONCRETE SIDEWALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM

	A	В	С	D	E	F	G
1	SIDEWALK COST:						
2	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST STREET DEPT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
3	DEFICIENT SIDEWALK-PCC-SIDEWALK IN PLACE	20,500	SQUARE FOOT	\$ 5.50	\$ 112,750.00	\$	\$ 112,750.00
4	ADA SIDEWALK	1,500	SQUARE FOOT	\$ 19.00	\$ 28,500.00	\$	\$ 28,500.00
5	SIDEWALK RESTORATION-WATER DEPT	1,000	SQUARE FOOT	\$ 5.35	\$	\$ 5,350.00	\$ 5,350.00
6	TOTAL SIDEWALK COST:				\$ 141,250.00	\$ 5,350.00	\$ 146,600.00
7	APRON COST:						
8	APRON REMOVAL AND REPLACEMENT-PW PROJECTS-PCC-DRIVE WAY APRON	2,500	SQUARE FOOT	\$ 6.00	\$ 15,000.00	\$	\$ 15,000.00
9	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 4.00	\$ 10,000.00		\$ 10,000.00
10	APRON RESTORATION	2,500	SQUARE FOOT	\$ 6.00	\$	\$ 15,000.00	\$ 15,000.00
11	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 4.00		\$ 10,000.00	\$ 10,000.00
12	TOTAL APRON COSTS:		\$ 25,000.00	\$ 25,000.00	\$ 50,000.00		
13	CURB AND GUTTER COST:						
					STREET	TOTAL COST	
14	DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	DEPARTMENT AND CAPITAL	WATER DEPARTMENT	TOTAL
15	CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM	21,000	LINEAL FOOT	\$ 18.85	\$ 395,850.00	\$	\$ 395,850.00
15			LINEAL FOOT	\$ 18.85 \$ 18.85	\$ 395,850.00 \$ 20,735.00	7	\$ 395,850.00 \$ 41,470.00
	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT-	1,100				\$ 20,735.00	
16	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY	1,100	LINEAL FOOT	S 18.85	\$ 20,735.00	\$ 20,735.00	\$ 41,470.00
16	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY 67TH STREET SPECIAL CURB AND GUTTER	1,100	LINEAL FOOT	S 18.85	\$ 20,735.00 \$ 19,000.00	\$ 20,735.00	\$ 41,470.00 \$ 19,000.00
16 17 18	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY 67TH STREET SPECIAL CURB AND GUTTER TOTAL CURB AND GUTTER COST:	1,100	LINEAL FOOT	S 18.85	\$ 20,735.00 \$ 19,000.00 \$ 435,585.00	\$ 20,735.00 \$ 20,735.00	\$ 41,470.00 \$ 19,000.00 \$ 456,320.00
16 17 18 19	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY 67TH STREET SPECIAL CURB AND GUTTER TOTAL CURB AND GUTTER COST:	1,100	LINEAL FOOT LINEAL FOOT	\$ 18.85 \$ 19.00	\$ 20,735.00 \$ 19,000.00 \$ 435,585.00	\$ 20,735.00 \$ 20,735.00	\$ 41,470.00 \$ 19,000.00 \$ 456,320.00
16 17 18 19 20	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY 67TH STREET SPECIAL CURB AND GUTTER TOTAL CURB AND GUTTER COST: TOTAL PROPOSED EXPENDITURE	1,100	LINEAL FOOT LINEAL FOOT	\$ 18.85 \$ 19.00	\$ 20,735.00 \$ 19,000.00 \$ 435,585.00	\$ 20,735.00 \$ 20,735.00	\$ 41,470.00 \$ 19,000.00 \$ 456,320.00
16 17 18 19 20 21	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY 67TH STREET SPECIAL CURB AND GUTTER TOTAL CURB AND GUTTER COST: TOTAL PROPOSED EXPENDITURE 2020 CONCRETE	1,100 1,000 E PROGRAM CO	LINEAL FOOT LINEAL FOOT	\$ 18.85 \$ 19.00	\$ 20,735.00 \$ 19,000.00 \$ 435,585.00	\$ 20,735.00 \$ 20,735.00	\$ 41,470.00 \$ 19,000.00 \$ 456,320.00
16 17 18 19 20 21 22	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY 67TH STREET SPECIAL CURB AND GUTTER TOTAL CURB AND GUTTER COST: TOTAL PROPOSED EXPENDITURE 2020 CONCRETE A	E PROGRAM CO B BUDGET	LINEAL FOOT LINEAL FOOT	\$ 18.85 \$ 19.00	\$ 20,735.00 \$ 19,000.00 \$ 435,585.00	\$ 20,735.00 \$ 20,735.00	\$ 41,470.00 \$ 19,000.00 \$ 456,320.00
16 17 18 19 20 21 22 23 24 25	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY 67TH STREET SPECIAL CURB AND GUTTER TOTAL CURB AND GUTTER COST: TOTAL PROPOSED EXPENDITURE 2020 CONCRETE A ACCOUNT NO. AND DESCRIPTION	L PROGRAM CO B BUDGET ALLOCATION	LINEAL FOOT LINEAL FOOT DST SUMMAR	\$ 18.85 \$ 19.00	\$ 20,735.00 \$ 19,000.00 \$ 435,585.00	\$ 20,735.00 \$ 20,735.00	\$ 41,470.00 \$ 19,000.00 \$ 456,320.00
16 17 18 19 20 21 22 23 24	ROAD PROGRAM CURB AND GUTTER REMOVAL AND REPLACEMENT- ROAD PROGRAM CONTINGENCY 67TH STREET SPECIAL CURB AND GUTTER TOTAL CURB AND GUTTER COST: TOTAL PROPOSED EXPENDITURE 2020 CONCRETE A ACCOUNT NO. AND DESCRIPTION 25-35-4380 SIDEWALK PROGRAM	E PROGRAM CO B BUDGET ALLOCATION \$ 112,750.00	LINEAL FOOT LINEAL FOOT DST SUMMAR	\$ 18.85 \$ 19.00	\$ 20,735.00 \$ 19,000.00 \$ 435,585.00	\$ 20,735.00 \$ 20,735.00	\$ 41,470.00 \$ 19,000.00 \$ 456,320.00

25-35-4383 67TH STREET SPECIAL CURB AND GUTTER 19,000.00 25-35-4383 APRON REMOVAL AND REPLACEMENT-PW PROJECTS CURB AND GUTTER RELATED 15,000.00 25-35-4383 APRON SEALER-PW PROJECTS-10,000.00 31 TOTAL 601,835.00 32 23-35-4383 BUDGET 601,835.00 33 02-50-4231-MAINT WATER SYSTEM-FLATWORK 34 SIDEWALK 5,350.00 02-50-4231-MAINT WATER SYSTEM-FLATWORK APRON 02-50-4231-MAINT WATER SYSTEM-FLATWORK CURB 25,000.00 20,735.00 & GUTTER 37 SUB TOTAL 51,085.00 51,085.00 38 BUDGET 39 TOTAL PROGRAM COST 652,920.00



CITY OF DARIEN PUBLIC WORKS 1702 PLAINFIELD ROAD DARIEN, IL 60561

SEALED BID: 2020 Concrete Program

OPENING DATE/TIME: January 2, 2020 @ 9:30 a.m.

		Quantity -	Su	ıburban C	Concre	ete Inc.	D	Land Cons	structio	on LLC	Sch	nroeder &	Schr	peder Inc.	Globe Co	onstr	ruction	ΑL	amp Concre	ete Co	entractors, Inc.	W	hiteline Co	onstru	action, Inc.	Dav	is Concret	e Con	nstruction, Co.
		Maximum		bid	bond			bid	bond			bid	bond		bid	bon	d		bio	d bone	d		bid	bone	d		bi	d bon	nd
ITEM	DESCRIPTION	Proposed																											
1	PCC-Sidewalk in place	17,500-22,500	\$	5.50	\$	123,750.00	\$	7.50	\$ 10	68,750.00	\$	7.95	\$	178,875.00	\$ 6.40	\$	144,000.00	\$	9.50	\$	213,750.00	\$	7.50	\$	168,750.00	\$	8.10	\$	182,250.00
2	PCC-Sidewalk in place-ADA	700- 1,000	\$	19.00	\$	19,000.00	\$	30.00	\$ 3	30,000.00	\$	32.00	\$	32,000.00	\$ 8.80	\$	8,800.00	\$	25.00	\$	25,000.00	\$	11.00	\$	11,000.00	\$	38.00	\$	38,000.00
3	PCC-Driveway Apron	2,000-10,500	\$	4.00	\$	42,000.00	\$	8.75	\$ 9	91,875.00	\$	8.50	\$	89,250.00	\$ 6.40	\$	67,200.00	\$	12.50	\$	131,250.00	\$	9.00	\$	94,500.00	\$	9.10	\$	95,550.00
	PCC-Driveway Apron w/fiber mesh	2000- 15,500	\$	6.00	\$	93,000.00	\$	9.50	\$ 14	47,250.00	\$	8.95	\$	138,725.00	\$ 6.50	\$	100,750.00	\$	13.00	\$	201,500.00	\$	9.50	\$	147,250.00	\$	9.50	\$	147,250.00
4	PCC Curb & Gutter w/concrete grout (CLSM)	21,500- 27,500	\$	18.85	\$	518,375.00	\$	30.00	\$ 82	25,000.00	\$	23.50	\$	646,250.00	\$ 29.00	\$	797,500.00	\$	28.00	\$	770,000.00	\$	32.00	\$	880,000.00	\$	28.95	\$	796,125.00
	67th St special PCC curb & gutter & backfill	0-1000	\$	19.00	\$	19,000.00	\$	45.00	\$ 4	45,000.00	\$	32.50	\$	32,500.00	\$ 34.80	\$	34,800.00	\$	35.00	\$	35,000.00	\$	35.00	\$	35,000.00	\$	28.95	\$	28,950.00
	Driveway concrete w/wire mesh or fiber mesh concrete mix	TBD	\$	12.00	\$	12.00	\$	20.00	\$	20.00	\$	8.50	\$	8.50	\$ 9.00	\$	9.00	\$	15.00	\$	15.00	\$	9.25	\$	9.25	\$	9.50	\$	9.50
6	Concrete sealer-apron	TBD	\$	4.00	\$	4.00	\$	15.00	\$	15.00	\$	1.00	\$	1.00	\$ 5.75	\$	5.75	\$	2.00	\$	2.00	\$	0.50	\$	0.50	\$	10.00	\$	10.00
7	Concrete sealer-driveway	TBD	\$	4.00	\$	4.00	\$	15.00	\$	15.00	\$	1.00	\$	1.00	\$ 5.75	\$	5.75	\$	2.00	\$	2.00	\$	0.25	\$	0.25	\$	10.00	\$	10.00
8	High Early Cement 7-Bag Mix	TBD	\$	200.00	\$	200.00	\$	250.00	\$	250.00	\$	150.00	\$	150.00	\$ 9.00	\$	9.00	\$	150.00	\$	150.00	\$	270.00	\$	270.00	\$	40.00	\$	40.00
	TOTALS				\$	815,345.00			\$ 1,30	08,175.00			\$ 1,	,117,760.50		\$ 1	1,153,079.50			\$	1,376,669.00			\$ 1	1,336,780.00			\$	1,288,194.50



CITY ATTORNEY

A RESOLUTION APPROVING A CONTRACT FOR THE 2020 CONCRETE SIDEWALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM WITH SUBURBAN CONCRETE, INC., IN AN AMOUNT NOT TO EXCEED \$652,920.00 AND TO WAIVE THE RESIDENTIAL \$75.00 PERMIT FEE APPLICATION FOR CONCRETE WORK

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the 2020 Concrete Sidewalk, Apron and Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete, Inc. in an amount not to exceed \$652,920.00, attached hereto as "**Exhibit A**".

SECTION 2: The \$75.00 permit fee is waived for residents who participate in the program.

SECTION 3: 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 20th day of April, 2020.

AYES:

NAYS:

ABSENT:

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

COUNTY, ILLINOIS, this 20th day of April, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



Schedule of Prices for:

SUMMARY SCHEDULE

All bids shall be sealed and returned prior to the bid opening at 9:30 a.m. on Thursday, January 2, 2020 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

NO.	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	PCC-SIDEWALK IN PLACE	17,500- 22,500	SQUARE FOOT	22,500 X Unit Cost	5,50	123,750.
2.	PCC-SIDEWALK IN PLACE-ADA	700- 1000	SQUARE FOOT	1000 X Unit Cost	19.00	19,000.a
3.	PCC-DRIVE WAY APRON	2,000-10,500	SQUARE FOOT	10,500 X Unit Cost	4,00	42,000.00
3A.	PCC-DRIVE WAY APRON WITH FIBER MESH	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	6.00	93,000.
4.	PCC CURB AND GUTTER – WITH CONCRETE GROUT (CLSM)	21,000- 27,500	LINEAL FOOT	27,500 X Unit Cost	18,85	518,375.0
4 A.	67 TH STREET SPECIAL PCC CURB AND GUTTER AND BACKFILL	0-1000	LINEAL FOOT	1000 X Unit Cost	19.00	19.000.e
5.	DRIVEWAY CONCRETE WITH WIRE MESH OR FIBER MESH CONCRETE MIX	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	12.00	12.00
6.	CONCRETE SEALER – APRON	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.00	4.00
7.	CONCRETE SEALER – DRIVEWAY	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.00	4.00
8.	HIGH EARLY CEMENT 7-BAG MIX	TO BE DETERMINED	CUBIC YARD	1 X Unit Cost	200.00	200.00
9.	TOTAL PROJECT COST					

Total Project Cost in written form: Light Human Fifteen Thousand Three Human Fourt Fine

Below, please find an item description of the abovementioned:

815,345,00

- 1 -This item will include the following:
 - Removal of existing concrete sidewalk with a GRAD ALL
 - Placement of forms shall consist of slip-forms
 - Placement and finishing of the concrete sidewalk
 - Unit of measurement for pay item is per square foot
 - Sidewalk thickness shall be at 4-inches, except through the driveway which shall be at 5-inches.
- 2 -This item will include the following:
 - Removal of existing concrete sidewalk with a GRAD ALL
 - Placement and finishing of the concrete sidewalk to comply with the American with Disabilities Act for depressing sidewalk at intersections as requested. The

VENDOR INFORMATION

The Contract shall begin on May 1,2020 and be in effect until April 30, 2021.

TO BE COMPLETED BY VENDOR
COMPANYNAME: SUBURGAS CONCRETE INC
CONTACT PERSON: PHU HENRY
ADDRESS: 21227 W COMMENCIAL DR STE B
CITY, STATE, ZIP CODE: MUNDELEIN TL 60060
TELEPHONE NUMBER: Office 847-837-8805 Mobile 847-833-2046
FACSIMILE NUMBER: 847-837-8827
E-MAIL ADDRESS: SUBURBAN CONTRACT NET
A LITHODIZED CIGNA TUDE

CITY OF DARIEN CONTRACT

This Contract is made this _	day of	, 20	by and between the
City of Darien (hereinafter	referred to as the "CI"	Γ Y") and	
(Hereinaster referred to as t	he "CONTRACTOR	").	
WITNESSETU			

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the CITY

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for the 2020 Sidewalk/Driveway/Apron and Curb and Gutter Concrete Replacement Program

(Hereinaster referred to as the "WORK") and the CJTY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall

indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT

DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the CITY and any other indemnified party. The CITY or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the CITY or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the CITY or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and city governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien 1702 Plainfield Road Darien, IL 60561

Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY	FOR: THE CONTRACTOR
Ву:	By:
Print Name:	Print Name:
Title: Mayor	Title:
Date:	Date:



AGENDA MEMO

City Council April 20, 2020

ISSUE STATEMENT

A resolution authorizing the Mayor to execute a contract extension with Denler Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill Program.

RESOLUTION

BACKGROUND/HISTORY

The FY 20/21 Budget includes funds for the 2020 Crack Fill Program. Crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. The sealing material is applied into the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks (alligatoring). Flexible rubberized asphalt sealants bond to crack walls and move with the pavement, preventing water from entering the road base. The life of the road is extended and maintenance costs are greatly reduced over time.

The scope of the program includes all cracks to be routed with a low dust mechanical router to a depth of ½" and a width of approximately 3". Upon completion of the routing, all dirt, debris, and water is removed from the cracks. The method of removal is completed by utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor. The crack is then filled with a rubber sealant which is feathered to a width of approximately 3-inches in width.

Last year the City of Darien teamed up with local public agencies which included Burr Ridge, Downers Grove, DuPage County, Elmhurst, Lombard, Villa Park, West Chicago, Wheaton, and Woodridge and solicited competitive bids, collectively. Attached and labeled as <u>Attachment A</u> are the bid results from the bid opening held by the Village of Woodridge on March 21, 2019. This would be the first extension of a two (2) year option.

<u>Attachment B</u> is the list of roads scheduled for this year's program. Denler Incorporated has completed crack filling in the past with satisfactory work.

The proposed Crack Sealing Program would be funded from the following FY20-21 Budget:

ACCOUNT	ACCOUNT	FY 20-21	PROPOSED	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE	BALANCE
25-35-4382	CRACK FILL PROGRAM	\$ 189,238.63	\$ 189,238.63	\$0

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the proposed resolution.

ALTERNATE CONSIDERATION

Not approving this item at this time.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda for formal approval.



PROJECT FILE NAME: CRACK SEALING AND SEAL COATING SERVICES

PROJECT NO.: 2019-07

DATE: TIME: TABULATED BY:	3/21/2019 10:00 A.M. BWT		UNIT	ENGINEER UNIT PRICE	L'S ESTIMATE TOTAL	19148 S. 1	ler, Inc. 04th Avenue a, IL 60448 TOTAL	PO E	struction, Inc. Box 503 dee, IL 60118 TOTAL
	A Crack Sealing Asphalt Pavement	106,400	LB	\$ 1.27	\$ 135,128.00	\$ 1.24	\$ 131,936.00	\$ 1.27	\$ 135,128.00
	B Crack and Joint Sealing PCC Pavement		LB	\$ 2.61	\$	\$ 2.47	\$	\$ 2.00	\$
	C Fiber-Asphalt Crack Sealing Asphalt Pavement	9,880	LB	\$ 1.35	\$ 13,338.00	\$ 1.22	\$ 12,053.60	\$ 1.17	\$ 11,559.60
	D Seal Coat Bike Path		S¥	\$ 0.92	\$	\$ 0.67	\$	\$ 0.90	\$
	E Seal Coat Parking Lot	5,648	S¥	\$ 0.85	\$ 4,800.80	\$ 0.72	\$ 4,066.56	\$ 0.87	\$ 4,913.76
	F Parking Lot Paint Pavement Marking - Line 4"	1,600	FT	\$ 0.23	\$ 368.00	\$ 0.24	\$ 384.00	\$ 0.25	\$ 400.00
	G Parking Lot Paint Pavement Marking Letters & Symbols	100	SF	\$ 3.15	\$ 315.00	\$ 3.80	\$ 380.00	\$ 3.00	\$ 300.00
	H Traffic Control and Protection - DuPage County		LSUM	\$ 2,833.33	\$	\$1,000.00	\$	\$ 500.00	\$
	TOTAL BID	AS READ: AS CORREC	TED:		\$ 153,949.80		\$ 148,820.16		\$ 152,301.36

CITY OF DARIEN 2019 PROGRAM - CRACK SEALING WITH AWARDED VENDOR

NO	ITEM	QUAN	UNIT	UNIT	TOTAL	UNIT		TOTAL	UNIT	TOTAL
				PRICE		PRICI			PRICE	
	A Crack Sealing Asphalt Pavement	152,612	LB	N/A	N/A	\$ 1	.24 \$	189,238.63	\$1.24	\$ 189,238.63
	B Fiber-Asphalt Crack Sealing Asphalt Pavement	0	LB			\$ 1	.22 \$	-		
	TOTAL						\$	189,238.63		_



2020 Crack Fill Program

2020 Crack Fill	Location	Road Length
Peony	High - Brookbank	660
Holly ave	High - Brookbank	1,660
Brookbank ave	69th - Holly	1,150
High Rd	67th - Crest	3,000
Tall Pines rd	Cass - 67th	2,500
Bavarian Ln	Tall Pines - limit	780
Western	67th - N Limit	600
Sean Circle	67th - 67th	850
72nd	Richmond - Tennessee	2,000
Woodland Dr	Frontage - Limit	600
Gail Ave	79th - Linden	1,240
79th	Cass - Sawyer	4,160
Darien Club Dr	Cass - Fairview	5,900
Clare Ct	Darien Club - Limit	400
Bantry Ct	Darien Club - Limit	400
Limerick Ct	Darien Club - Limit	400
Clover Ct	Darien Club - Limit	400
SweetBriar Ln	Darien Club - Faairview	2,000
Hudson	71st - Limit	600
Walden Ln	71st - Richmond	1,320
Washington	71st Claremont	500
Wirth	71st - Gigi	1,460
Gigi	75th - Fairview	2,300
Richard rd	Gigi - 72nd	720
72nd	Richard - Gold Grove	800
Grant st	75th - Adams	1,000
Adams	75th Plainfield	1,500
Sequoia In	Adams - Williams	1,500
Redondo Ct	Redondo Ln - Limit	400
Manning Rd	Plainfield - Lyman	2,500
Brompton	Green Valley - Dartmouth	800
Dartmouth	Brunswick - Brompton	325
Carlton	Green Vally - Lyman	845
Aylesbury In	Walkfield -Cambridge	335
Cambridge Dr	Abbey - Green Valley	1,000
Cottage In	Manning - Manning	800
Brewer rd	Grandview - Beller	2,100
Alden	Burgress - Brewer	760
Burgress PI	Drove - Limit	400
Meadow In	87th - Beller	1,200
Water Tower In	Beller - Sandalwood	400
Sandalwood	Hillside - Aster	600
83rd ct	Lemont rd - limit	400
Shannon Ct	Donegal - Limit	325
Carlisle	Frontage - Kimberly	1,000
Kentwood ct	Carlisle -Kmmberly	900
Pine Rd	Greenbriar - Limit	600
GreenBriar	Bailey - Grant rd	1,200
Lakeview	Bailey - Plainfield	3,800
Evergreen In	Frontage - Bailey	2,600
Total Feet		63,030
		157,575
PDS per ft		1.90
Total Pounds Roadwa	y Crack Fill Program	82,934

Curb Edge Crack Fill	Location	Road Length
Clarendon Hills Rd	71st - 75th	1000
71st Street	Clarendon Hills rd - Cass	5280
Beechnut Lane	Hinsbrook - Belair	1750
Tennessee Avenue	Plainfield - 72nd	980
Walnut Dr	Warwick - Farmingdale	2300
Park Ave	75th - 73rd	1200
Shelley Ct	Park - Limit	450
Carrol Ct	Park - Limit	450
77th St	Knott-Wlms	420
Hawthorne Pl	plainfield - Williams	330
Stevens St	plainfield - Williams	540
Parkview Dr	Beller - 83rd	1310
Hillside Ct	Hillside rd - Limit	300
Ripple Ridge Dr CDS	Ripple Ridge drive - limit	400
Spring Ct	Ripple Ridge drive - limit	300
Pine Parkway	Plainfield rd - Limit	1800
Summit Rd	71st - Clemens	2240
Total Feet		21,050
		52,625.00
PDS per ft		1.90
Total Pounds Curb and Gu	27,697	
		1
Total Pounds Roadway Cr	82,934	
Total Pounds Curb and Gu	27,697	
Total Combined Program (110,632	



RESOI	UTION NO.	

CITY ATTORNEY

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT EXTENSION WITH DENLER, INC. IN AN AMOUNT NOT TO EXCEED \$189,238.63 FOR THE 2020 CRACK FILL 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 execute a contract extension with Denler, Inc. in an amount not to exceed \$189,238.63 for the 2020 Crack Fill Program, 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 20th day of April, 2020.

AYES:

NAYS:

ABSENT:

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

COUNTY, ILLINOIS, this 20th day of April, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



From: Tim Malone
To: Dan Gombac

Cc: Regina Kokkinis; David Fell
Subject: Re: 2020 Crack Seal

Date: Wednesday, January 15, 2020 8:36:50 AM

Good morning,

Yes all the 2020 pricing looks good..

Thanks.

Tim Malone

Denler,Inc

20502 S. Cherry Hill Road Joliet, IL 60433

708-479-5005 Office 708-479-5015 Fax 708-514-2735 Cell

On Tue, Jan 14, 2020, 11:55 AM Dan Gombac dgombac@darienil.gov> wrote:

Tim,

Confirming pricing and quantities for 2020

Program	Unit Cost	Total Pounds	Cost	
Crack Fill	\$ 1.24	152,611.80	\$	189,238.63
Fiber Fill	\$ 1.22	9,880.00	\$	12,053.60

Regina

For Committee in Jan or Feb

Daniel Gombac

Director of Municipal Services

630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

 $\underline{http://www.darien.il.us/Reference-Desk/DirectConnect.aspx}$

SUBMISSION INFORMATION

Village of Woodridge Public Works Department One Plaza Drive Woodridge, IL 60517 INVITATION
BID OPENING DATE:

2019-07 March 21, 2019 10:00 A.M. Local Time

TIME: LOCATION:

Village Hall

COPIES: One (1) original & ten (10) coples

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: Denler, Inc.

Address: 20502 S. Cherry Hill Ry.

City, State, Zip Code: Joliet, IL Goy 32

Crack Sealing and Seal Coating Services per the specifications identified herein

I. BASE BID ITEMS

A. CRACK SEALING ASPHALT PAVEMENT

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Crack Sealing Asphalt Pavement per the				
	specifications identified herein- Year 1	444,270	LB	\$	\$ 528,681.30
2	Year 2 (optional)	398,100	LB	\$ 1.24	\$ 493,644.
3	Year 3 (optional)	430,670	LB	\$ 1.30	\$ 559,871.

B. CRACK AND JOINT SEALING PCC PAVEMENT

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Crack and Joint Sealing PCC Pavement per the specifications identified	3,500	LB	\$ 2.40	\$ 8400.
2	herein- Year 1 Year 2 (optional)	22,657	LB	\$	\$ 55,962.79
					#13.50 will
3	Year 3 (optional)	3,500	LB	\$ 2.55	\$ _8925

C. FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Fiber-Asphalt Crack Sealing Asphalt Pavement per the	162,880	LB	\$ 1.18	\$ 192,198.40
	specifications identified herein- Year 1	100	-		
2	Year 2 (optional)	185,880	LB	\$ _1.22	\$ 226,773.60
3	Year 3 (optional)	161,880	LB	\$ 1.32	\$ 213,681.60

D. SEAL COAT BIKE PATH

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Seal Coat Bike Path per the specifications Identified herein- Year 1	0	SY	\$	\$
2	Year 2 (optional)	15,100	SY	\$	\$ _10,117
3	Year 3 (optional)	12,500	SY	\$.72	\$ 9,000.

E. SEAL COAT PARKING LOT

	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST
1	Seal Coat Parking Lot per the specifications identified herein- Year 1	7,648	SY	\$ 93	\$ 7.112.64
2	Year 2 (optional)	284,012	SY	\$ -72	\$ 204, 488.64
3	Year 3 (optional)	21,100	SY	\$.70	\$ 14,770.

F. PARKING LOT PAINT PAVEMENT MARKING - LINE 4"

	Item	Est. Qty.	Unit	UNIT PRICE	A	NNUAL COST	
1	Parking Lot Paint Pavement Marking – Line 4" per the specifications identified herein- Year 1	1,996	FT	\$	\$	439.12	
2	Year 2 (optional)	10,636	FT	\$.24	\$.	2552.64	
3	Year 3 (optional)	3,396	FT	\$. 26	\$	882.96	

G. PARKING LOT PAINT PAVEMENT MARKING - LETTERS & SYMBOLS

- 2	Item	Est. Qty.	Unit	UNIT PRICE	A	NNUAL COST
1	Parking Lot Paint Pavement Marking – Letters & Symbols per the specifications Identified herein- Year 1	100	SF	\$ 3.65	\$	_365
2	Year 2 (optional)	500	SF	\$ 3.80	\$.	1900.
3	Year 3 (optional)	200	SF	\$ 3.95	\$	790.

H. TRAFFIC CONTROL AND PROTECTION- DUPAGE COUNTY

4	Item	Est. Qty.	Unit	UNIT PRICE	ANNUAL COST	
1	Traffic Control and Protection – DuPage County- Year 1	1	LSUM	\$	\$ _1000	_
2	Year 2 (optional)	1	LSUM	\$	\$ 1000	-
3	Year 3 (optional)	1	LSUM	\$ 1500.	\$ _1500	_

BASE BID - YEAR 1 TOTALS

s 738,196.46

ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)	Annual Discount
Village of Burr Ridge	Yes	Yes No No	%
City of Darien	Yes	Yes No No	.5 %
Village of Downers Grove	Yes	Yes No No	.5 %
DuPage County	No		n/a%
City of Elmhurst	No		%
Village of Lombard	Yes	Yes No	.5 %
Village of Villa Park	Yes	Yes No No	.5 %
City of West Chicago	Yes	Yes No	%
City of Wheaton	Yes	Yes No No	.5 %
Village of Woodridge	No		n/a%

J. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

	Item	Unit	ADDITIONAL UNIT			
1	Seal Coat Parking Lot Parking Lot	SY	\$.96		
2	Paint Pavement Marking - Line 4"	FT	\$. 28		
3	Parking Lot Paint Pavement Marking – Letters & Symbols	SF	\$	5.00		

^{*}The additional unit price above is to be added to the corresponding item in Sections E., F., or G. if the LPA requires the Contractor to perform the work on a Saturday.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature: 1	Company Name: Dealer, Inc.
Typed/Printed Name: David 5. Denler	Date: 3/19/19
Title: President	Telephone Number: 708 479 5005
E-mail ddenler e denlerinc. com	

LABOR STATUTES, RECORDS AND RATES

CONSTRUCTION CONTRACTS

for

LOCAL PUBLIC AGENCIES - STATE OF ILLINOIS

MARCH 2019

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

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

1.0 Equal Employment Opportunity:

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

- 4.1.2 Unless otherwise specified in the Contract Documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the Contract Time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the Contract Sum.
- 4.2 The Prevailing Wage Act, 820 ILCS 130/5 provides that the Contractor and each Sub Contractor shall, "submit monthly, in person, by mail or electronically a certified payroll to the public body in charge of the project."
 - 4.2.1 The Contractor shall submit to the LPA by the fifteenth day, monthly, a certified payroll list including all workers, laborers and mechanics employed by the Contractor and each of the Sub Contractors.
 - 4.2.2 The certified payroll records shall include each worker's name, address, telephone number, social security number, classification, number of hours worked each day, the hourly wage and starting and ending times each day.
 - 4.2.3 Included with the payroll records, the Contractor and each Sub Contractor shall attest, in writing, to the veracity and accuracy of the records and that the hourly rate paid is not less than the general prevailing wages required.
- 5.0 The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "No minor under 16 years of age...at any time shall be employed, permitted or suffered to work in any gainful occupation...in any type of construction work within this state."

6.0. DRUG FREE WORK PLACE

- 6.1 Contractor, as a party to a public contract, certifies and agrees that it will provide a drug free workplace by:
 - 6.1.1 Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, including cannabis, is prohibited in the Village's or Contractor's workplace.
 - (2) Specifying the actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 (A) abide by the terms of the statement; and
 - (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
 - 6.1.2 Establishing a drug free awareness program to inform employees about:
 - (1) the dangers of drug abuse in the workplace;
 - (2) the Village's or Contractor's policy of maintaining a drug free workplace;
 - (3) any available drug counseling, rehabilitation and employee assistance programs;
 - (4) the penalties that may be imposed upon employees for drug violations.
 - 6.1.3 Providing a copy of the statement required by subparagraph 1.1 to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - 6.1.4 Notifying the contracting or granting agency within ten (10) days after receiving notice under part (3)(B) of subparagraph 1.1 above from an employee or otherwise receiving actual notice of such conviction.
 - 6.1.5 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted as required by section 5 of the Drug Free Workplace Act.
 - 6.1.6 Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.
 - 6.1.7 Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

7.0 SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

7.1 In the event this is a public works project as defined under the Prevailing Wage Act, 820 ILCS 130/2, Contractor agrees to comply with the Substance Abuse Prevention on Public Works Projects Act, 820 ILCS 265/1 et seq., and further agrees that all of its subcontractors shall comply with such Act..

As required by the Act, Contractor agrees that it will file with the Village prior to commencing work its written substance abuse prevention program and/or that of its subcontractor(s) which meet or exceed the requirements of the Act.

8.0 PATRIOT ACT COMPLIANCE

The Contractor represents and warrants to the Village that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the Village that the it and its principals, shareholders, members, partners, or affiliates, as applicable are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Contract on behalf of any person or entity named as a Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the Village, and its elected or appointed officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities and expenses (including reasonable attorney's fees and costs) arising from or related to any breach of the foregoing representations and warranties.

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

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the LPA or the Illinois Department of Labor and must be preserved for five (5) years following completion of the contract.

The current Prevailing Wages Rates for DuPage County can be found at:

http://www.state.il.us/agency/idol/rates/rates.HTM

Please list below five (5) references for which your firm has performed similar work for LPAs as identified in Bidder Qualifications.

Agency:	Village of Lombord	
Address:	1051 S. Hammerschmidt	
City, State, Zip Code:		
Contact Person/		
Telephone Number:	630 620 5740	
Dates of Service/Award	2018 - po K	
, and and		
Agency:	Village of Romeoville	
Address:	13 montrose Dr-	
City, State, Zip Code:	Romeuville, IL	
Contact Person/Telephone	Eric Biork	
Number:	815866 1870	
Dates of Service/Award	26 . 2416	
Amount:	300 K - 2018	
Agency:	Village ot Bullato Grave	
Address:	51 Raupp Blvd	
City, State, Zip Code:	Buttale Grove, IL	
Contact Person/	Kyle Johnson	
Telephone Number: Dates of Service/Award	Fig 45g 252.3	
Amount:	2018 - 75 K	
Agency'	City of Naperville	
	400 S. Eagle St.	
City, State, Zip Code: Contact Person/	Nagorville, FL	
Telephone Number:	Omac Santos 630 - 205 - 5204	
Dates of Service/Award		
Amount:	2018 - 350 K	
Agency:	I POT.	
Address:	2300 S. Dirksen PKWy	
City, State, Zip Code:	Seringfield, IL	
Contact Person/	Pat Forniak	
Telephone Number: Dates of Service/Award	304 573 8777	
Amount:	2017 - 300 k	

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of bid rotating or attempting to rotate bids under the laws of the State of Illinois, or any state in the United States:
- (E) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (F) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (G) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (H) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (I) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, limited liability company trust, association, unincorporated business or individually owned business.

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Bidder if the Bidder is an Individual)

(Signature of Partner if the Bidder is a Partnership)

(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of

of March

, 2019

Failure to complete and return this form may be considered sufficient reason

Due: March 21, 2019 - 10:00 AM

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

	David	J. Denler	being first duly sworn,
deposes	and says that he is	President (Partner, Officer, Ov	vner, Etc.)
of ,	Denler.		
4h a a 4		tractor)	est awale hid in commisse and mot call

the party making the foregoing proposal or bid, and that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Signature of Bidder if the Bidder is an Individual)

(Signature of Partner if the Bidder is a Partnership) (Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this 14 day of March, 2019

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

=	David:	J. Aealer		, he	ereby certifies that	
		•			of interest exists be gency identified he	•
bidder ha	as not disclosed a	any actual or pote	ential conflict of	interest, the Villa	nflict of interest an age of Woodridge nce that the Local F	may disqualify the
			12	M		
			(Signature of	Partner if the Bio	dder is an Individua dder is a Partnershi der is a Corporatio	p)
Subscribe		e statements mus this <u>ાલ્લ</u> day <u>જ</u>		l and sworn to be , 2019	efore a notary publ	ic.
			-	Dy		UBLIC - STATE OF ILLING.IS WISSION EXPIRES.US/19121
	Failure to comple	te and return this	form may be cons	idered sufficient r	eason for rejection o	f the bid.

TAX COMPLIANCE AFFIDAVIT_		
David J. Denler	, being first duly sworn, deposes and says that (s)he is	
President_	of Newler . Inc.	
(Partner, Officer, Owner, Etc.)	(Contractor)	

the individual or entity making the foregoing proposal or bid, and certifies that (s)he is not barred from contracting with the any of the Local Public Agencies identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the Local Public Agency to recover all amounts paid to the individual or entity under the contract in civil action.

(Signature of Bidder if the Bidder is an Individual)

(Signature of Partner if the Bidder is a Partnership)

(Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 19 day of March , 2019

OFFICIAL ...

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

(ATTACH ADDITIONAL PAGES AS NEEDED) - None

Name:	# Years in Business:	
Address:		# Years used by Contractor:
Services provided by Sub	-Contractor:	
***************************************	***********************************	
Name:	# Years in Business:	
Address:		# Years used by Contractor:
Services provided by Sub	-Contractor:	
		^
***************************************	***************************************	
Name:	# Years in Business:	
Address:		# Years used by Contractor:
Services provided by Sub	-Contractor:	

provided in Section 1-109 of the Illinois Coo	de of Civil Procedure, 735 ILCS 5/1-109, that (s)he is
(Partner, Officer, Owner, Etc.)	of Newler, Inc. (Contractor)
is not barred from being awarded a contract	g proposal or bid, and certifies that the Contractor or Subcontractor, respectively, or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or is not suspended from doing business with any State, Federal or Local Agency.
	Man, ML
	(Signature of Bidder if the Bidder is an Individual) (Signature of Partner if the Bidder is a Partnership) (Signature of Officer if the Bidder is a Corporation)
The above statements must be subscribed an	nd sworn to before a notary public.
Subscribed and Sworn to this day of	OFFICIAL SEAL DEAN MARSTELLER NOTARY PUBLIC - STATE OF ILL THOIS

Failure to complete and return this form will be considered sufficient reason for rejection of the bid.



Required Vendor Ethics Disclosure Statement

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

Date: 3/19/19

Bid/Contract/PO#: 2019-07

Company Name: Denier, Inc.	CompanyContact: David 5, Newler	
Contact Phone: 708 479 5005	Contact Email: Idealer a devier inc. com	2017

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

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

	NONE (check here) - If no contributions have been made				
Add	Reciplent	Donor	Description (e.g. cash, type of item, in- kind services, etc.)	Amount/Value	Date Made
х	fulder was paid a Warf	Michigan Adams	医 化金属性电影性 医 医阴疾	History and	EKUNNA C

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

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

Add	Lobbyists, Agents and Representatives and all Individuals who are or will be having contact with county officers or employees in relation to the contract or bid		Email
х	GRANE NAMES AND REPORT AND ADDRESS OF THE	新文學的自由共產黨的	BREET STREET, STREET

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

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

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

The full text for the county's othics and procurement policies and ordinances are available at: http://www.dupageco.org/County8oard/Policies/

(hereby acknowledge	that I have received have reed and understand these requirements.
Authorized Signature	Ang Me
Printed Name	David J. Denler
Title	President
Date	a lie he was a series and a series are a series and a ser

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.2 4/1/16

Due: March 21, 2019 - 10:00 AM

CAMPAIGN DISCLOSURE CERTIFICATE

Any contractor, proposer, bidder or vendor who responds by submitting a bid or proposal to the Village of Downers Grove shall be required to submit with its bid submission, an executed Campaign Disclosure Certificate.

The Campaign Disclosure Certificate is required pursuant to the Village of Downers Grove Council Policy on Ethical Standards and is applicable to those campaign contributions made to any member of the Village Council.

Said Campaign Disclosure Certificate requires any individual or entity bidding to disclose campaign contributions, as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4), made to current members of the Village Council within the five (5) year period preceding the date of the bid or proposal release.

By signing the bid documents, contractor/proposer/bidder/vendor agrees to refrain from making any campaign contributions as defined in Section 9-1.4 of the Election Code (10 ILCS 5/9-1.4) to any Village Council member and any challengers seeking to serve as a member of the Downers Grove Village Council.

Under pena	alty of perjury, I declare:	
	Bidder/vendor has not contributed to any elected Village position within the last five (5) year	ırs.
	Am Al David J. Menter	
	Signature Print Name	
	Bidder/vendor has contributed a campaign contribution to a current member of the Villa Council within the last five (5) years.	ıge
	Print the following information: Name of Contributor:	
	(company or individual)	
	To whom contribution was made:	
	Year contribution made: Amount: \$	
	Signature Print Name	

APPENDIX A AGREEMENT ACCEPTANCE

RFB #2019-07 **CRACK SEALING SERVICES**

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a page	art hereof is hereby
accepted by the order of [insert Local Public Agency name] ("Owner") this day of	Merch;
2019.	

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

Am M.
President

CITY OF DARIEN CONTRACT

This Contract is made this	day of		, 20	by and between the
City of Darien (hereinafter	referred to as the "	'CITY") and _		
(Hereinafter referred to as t	he "CONTRACTO	OR").		

WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the CITY

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for the 2020 CRACK SEALING AND SEAL COATING SERVICES

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue for the period specified. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall

indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent,

trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the CITY and any other indemnified party. The CITY or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the CITY or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the CITY or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and city governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien 1702 Plainfield Road Darien, IL 60561

COD. THE CITY

Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

COD. THE CONTRACTOR

FOR. THE CITT	FOR. THE CONTRACTOR
Ву:	Ву:
Print Name:	Print Name:
Title: Mayor	Title:
Date:	Date:



AGENDA MEMO City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor and City Clerk to execute a contract for the 2020 Emerald Ash Borer Treatment Plan with Robert Kinnucan Tree Experts & Landscaping Co. in an amount not to exceed \$118,225.

AND

A motion for a contingency in an amount not to exceed \$5,000 as it relates to the Ash Trees.

RESOLUTION

BACKGROUND/HISTORY

The City Council has periodically discussed and reviewed the Emerald Ash Borer treatments since 2010. The most recent action plan approved by the City Council on April 1, 2013, included the funding for the 1st cycle of the Emerald Ash Borer Treatment. The overall program consisted of 3 cycles, for a period of 6 years, with the last application completed in 2018. Each Cycle application consist of injecting a product called Treeage and is effective for up to two years.

Prior to the commencement of the 1st cycle the staff had inventoried and identified 2,613 Ash trees of which 366 trees have been removed. The inventory has been reduced to 1,857 as of 2020. While the EAB treatment has been effective the problem has not been eradicated. Our City Arborist along with other experts in the field recommend a Phase 4, EAB Treatment to protect our Ash Trees.

The process for the Treeage application is completed by drilling a required amount of small holes(s), pending the size of the tree, into the trunk. Once the holes are drilled, the insecticide, Treeage-Emamectin Benzoate, is injected with the recommended dosage, and plugs are used to seal the holes. The use of the product has been proven beneficial through research to date.

Sealed bids were requested for supplying the Treeage Product and labor to treat all the parkway Ash trees. Staff had received four (4) competitive bids on March 5, 2020 and are attached and labeled as <u>Attachment A</u>. The lowest competitive bid is Robert Kinnucan Tree Experts & Landscaping Co. References for the vendor have been verified with satisfactory performance.

The proposed 2020 Emerald Ash Borer Treatment Program Cycle 4 would be funded, from the following FY 20-21 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 20-21 BUDGET	PROPOSED EXPENDITURE
01-30-4375	Emerald Ash Borer Phase 4	\$ 125,000	\$ 118,225
	Contingency		\$ 5,000
	TOTAL	\$ 125,000	\$ 123,225

2020 Emerald Ash Tree Treatment Program Phase 4 April 20, 2020 Page 2

STAFF RECOMMENDATION

Staff requests approval of a resolution authorizing the Mayor and City Clerk to execute a contract for the 2020 Emerald Ash Borer Treatment Plan with Robert Kinnucan Tree Experts & Landscaping Co. in an amount not to exceed \$118,225.

AND

A motion for a contingency in an amount not to exceed \$5,000 as it relates to the Ash Trees.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda, New Business for formal approval.

rien ng: March 5, 202	20 - 10:30 a.m.		TRUGREE	N, LP	TREES "R"	US, INC.	HOMER TREE	CARE, INC.	ROBERT KINNUCAN LANDSCAP		
Tree Size (DBH)	Totals per Category	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	
5	4	Each	\$ 15.70		\$ 29.25	\$ 117.00	\$ 28.00	\$ 112.00	\$ 17.50		20
6	19	Each	\$ 19.20	\$ 364.80	\$ 35.10	\$ 666.90	\$ 42.00	\$ 798.00	\$ 21.00		114
7	30	Each	\$ 22.91	\$ 687.30	\$ 40.95	\$ 1,228.50	\$ 49.00	\$ 1,470.00		\$ 735.00	210
8	45	Each	\$ 24.32	\$ 1,094.40	\$ 46.80	\$ 2,106.00	\$ 56.00	\$ 2,520.00	\$ 28.00	\$ 1,260.00	360
9	61	Each	\$ 28.62	\$ 1,745.82	\$ 52.65	\$ 3,211.65	\$ 63.00	\$ 3,843.00	\$ 31.50		549
10	86	Each	\$ 30.06	\$ 2,585.16	\$ 58.50	\$ 5,031.00	\$ 70.00	\$ 6,020.00	\$ 35.00	\$ 3,010.00	860
11	144	Each	\$ 34.36	\$ 4,947.84	\$ 64.35	\$ 9,266.40	\$ 77.00	\$ 11,088.00	\$ 38.50	\$ 5,544.00	1584
12	115	Each	\$ 38.64	\$ 4,443.60	\$ 70.20	\$ 8,073.00	\$ 84.00	\$ 9,660.00	\$ 42.00	\$ 4,830.00	1380
13	117	Each	\$ 42.90	\$ 5,019.30	\$ 76.05	\$ 8,897.85	\$ 91.00	\$ 10,647.00	\$ 45.50	\$ 5,323.50	1521
14	104	Each	\$ 47.25	\$ 4,914.00	\$ 81.90	\$ 8,517.60	\$ 98.00	\$ 10,192.00	\$ 53.20	\$ 5,532.80	1456
15	122	Each	\$ 57.90	\$ 7,063.80	\$ 87.75	\$ 10,705.50	\$ 105.00	\$ 12,810.00	\$ 57.00	\$ 6,954.00	1830
16	147	Each	\$ 64.05	\$ 9,415.35	\$ 93.60	\$ 13,759.20	\$ 112.00	\$ 16,464.00	\$ 60.80	\$ 8,937.60	2352
17	133	Each	\$ 63.99	\$ 8,510.67	\$ 99.45	\$ 13,226.85	\$ 119.00	\$ 15,827.00	\$ 64.60	\$ 8,591.80	2261
18	139	Each	\$ 71.60	\$ 9,952.40	\$ 105.30	\$ 14,636.70	\$ 126.00	\$ 17,514.00	\$ 68.40	\$ 9,507.60	2502
19	112	Each	\$ 73.07	\$ 8,183.84	\$ 111.15	\$ 12,448.80	\$ 133.00	\$ 14,896.00	\$ 72.20	\$ 8,086.40	2128
20	89	Each	\$ 89.54	\$ 7,969.06	\$ 117.00	\$ 10,413.00	\$ 140.00	\$ 12,460.00	\$ 80.00	\$ 7,120.00	1780
21	89	Each	\$ 99.63	\$ 8,867.07	\$ 122.85	\$ 10,933.65	\$ 147.00	\$ 13,083.00	\$ 84.00	\$ 7,476.00	1869
22	69	Each	\$ 107.61	\$ 7,425.09	\$ 128.70	\$ 8,880.30	\$ 154.00	\$ 10,626.00	\$ 88.00	\$ 6,072.00	1518
23	60	Each	\$ 117.76	\$ 7,065.60	\$ 134.55	\$ 8,073.00	\$ 161.00	\$ 9,660.00	\$ 92.00	\$ 5,520.00	1380
24	46	Each	\$ 117.72	\$ 5,415.12	\$ 140.40	\$ 6,458.40	\$ 168.00	\$ 7,728.00	\$ 108.00	\$ 4,968.00	1104
25	31	Each	\$ 127.12	\$ 3,940.72	\$ 146.25	\$ 4,533.75	\$ 175.00	\$ 5,425.00	\$ 112.50	\$ 3,487.50	775
26	28	Each	\$ 135.20	\$ 3,785.60	\$ 152.10	\$ 4,258.80	\$ 182.00	\$ 5,096.00	\$ 117.00	\$ 3,276.00	728
27	22	Each	\$ 145.26	\$ 3,195.72	\$ 157.95	\$ 3,474.90	\$ 189.00	\$ 4,158.00	\$ 121.50	\$ 2,673.00	594
28	13	Each	\$ 152.60	\$ 1,983.80	\$ 163.80	\$ 2,129.40	\$ 196.00	\$ 2,548.00	\$ 126.00	\$ 1,638.00	364
29	6	Each	\$ 166.75	\$ 1,000.50	\$ 169.65	\$ 1,017.90	\$ 203.00	\$ 1,218.00	\$ 130.50	\$ 783.00	174
30	8	Each	\$ 175.80	\$ 1,406.40	\$ 175.50	\$ 1,404.00	\$ 210.00	\$ 1,680.00	\$ 150.00	\$ 1,200.00	240
31	4	Each	\$ 186.62	\$ 746.48	\$ 181.35	\$ 725.40	\$ 217.00	\$ 868.00	\$ 155.00	\$ 620.00	124
32	14	Each	\$ 226.24	\$ 3,167.36	\$ 187.20	\$ 2,620.80	\$ 224.00	\$ 3,136.00	\$ 192.00	\$ 2,688.00	448
CORRECT TOTALS	1,857			\$ 124,959.60		\$ 176,816.25		\$ 211,547.00		\$ 118,224.70	30,225.00
BID TOTAL SUBMITTED			Incorrect Total	\$ 124,952.76	Incorrect Total		Incorrect Total		Incorrect Total		
			BID BO	ND	BID CH	ECK	BID BO	ND	BID BO	ND	



DECOL	LUTION NO.	
KESUL	ZUTTUN NU.	

CITY ATTORNEY

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONTRACT FOR THE 2020 EMERALD ASH BORER TREATMENT PLAN WITH ROBERT KINNUCAN TREE EXPERTS & LANDSCAPING CO. IN AN AMOUNT NOT TO EXCEED \$118,225

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 execute a contract for the 2020 Emerald Ash Borer Treatment Plan with Robert Kinnucan Tree Experts & Landscaping Co. in an amount not to exceed \$118,225, 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 20th day of April, 2020.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 20th day of April, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



VENDOR INFORMATION

The Contract shall begin on May 1, 2020 and be in effect until April 30, 2021.

TO BE COMPLETED BY	VENDOR	
COMPANY NAME: Rober	t Kinnucan Tree Experts and La	ndscaping Company, inc.
CONTACT PERSON: TJ B	lockhus	
ADDRESS: 28877 Nagel	Court	
CITY, STATE, ZIP CODE:	Lake Bluff, Illinois 60044	
TELEPHONE NUMBER:	Office847-234-5327	Mobile 847-417-2608
FACSIMILE NUMBER:	847-234-3260	
E-MAIL ADDRESS:	khus@kinnucan.com	
AUTHORIZED SIGNATURI	E. Kris Bouland	

Schedule of Prices for: SUMMARY SCHEDULE

All bids shall be sealed and returned prior to the bid opening at 10:30 a.m. on Thursday, March 5, 2020 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

		BID SUMMA	RY SHEET	
Size Class	# Trees in Size Class	Price per DBH	Total Bid Price per Tree	Total Bid for all trees (#
(inches)	(City provided)	(bidder provided)	(Size x Price/DBH)	Trees x Price per Tree)
5"	4	\$3.50	\$17.50	\$70.00
6"	19	\$3.50	\$21.00	\$399.00
7"	30	\$3.50	\$24.50	\$735.00
8"	45	\$3.50	\$28.00	\$1,260.00
9"	61	\$3.50	\$31.50	\$1,921.50
10"	86	\$3.50	\$35.00	\$3,010.00
11"	144	\$3.50	\$38.50	\$5,544.00
12"	115	\$3.50	\$42.00	\$4,830.00
13"	117	\$3.50	\$45.50	\$5,323.50
14"	104	\$3.80	\$53.20	\$5,532.80
15"	122	\$3.80	\$57.00	\$6,954.00
16"	147	\$3.80	\$60.80	\$8,937.60
17"	133	\$3.80	\$64.60	\$8,591.80
18"	139	\$3.80	\$68.40	\$9,507.60
19"	112	\$3.80	\$72.20	\$8,086.40
20"	89	\$4.00	\$80.00	\$7,120.00
21"	89	\$4.00	\$84.00	\$7,476.00
22"	69	\$4.00	\$88.00	\$6,072.00
23"	60	\$4.00	\$92.00	\$5,520.00
24"	46	\$4.50	\$108.00	\$4,968.00
25"	31	\$4.50	\$112.50	\$3,487.50
26"	28	\$4.50	\$117.00	\$3,276.00
27"	22	\$4.50	\$121.50	\$2,673.00
28"	13	\$4.50	\$126.00	\$1,638.00
29"	6	\$4.50	\$130.50	\$783.00
30"	8	\$5.00	\$150.00	\$1,200.00
31"	4	\$5.00	\$155.00	\$620.00
32+"	14	\$6.00	\$192.00	\$2,688.00
		Total Bid all Trees in	all Class Sizes	\$118,224.70

Total Project Cost in written form:

One Hundred, Eighteen Thousand, Two Hundred-Twenty Four Dollars and Seventy Cents

CITY OF DARIEN CONTRACT

This Contract is made this day of	, 20	by and between the
City of Darien (hereinafter referred to as the "CITY") and		
(hereinafter referred to as the "CONTRACTOR").		
WITNESSETH		

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the

following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for the 2020 Emerald Ash Borer Treatment Program

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

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SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall

indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent,

trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights

with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal

opportunity employers in all advertisements for workers to be employed in work to be performed. Not less than the Prevailing Rate of Wages as found by the City of Darien or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Contract. If awarded the Contract, contractor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS

it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien 1702 Plainfield Road Darien, IL 60561 Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, the Illinois Prevailing Wage Act where applicable and all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY	FOR: THE CONTRACTOR
By:	Ву:
Print Name:	Print Name:
Title: Mayor	Title:
Date:	Date:



AGENDA MEMO City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution authorizing the following Private Property Rear Yard Storm Water Management Assistance Projects for:

- **1. Project FYE21-0** 1022 Hinsbrook Ave. in an amount not to exceed \$13,235, (City Cost \$9,176 Resident Reimbursement \$4,059
- **2. Project FYE21-1** 1517-25 73rd St. in an amount not to exceed \$14,039, (City Cost \$9,779 Resident Reimbursement \$4,260)
- **3. Project FYE21-6** 818 71st St & 7009-11 Sierra Ct. in an amount not to exceed \$21,748 (City Cost \$11,369 Resident Reimbursement \$10,379)
- **4. Project FYE21-10** 7914-18 Adams St. & 7917 Pine Ct. in an amount not to exceed \$7,878, (City Cost \$5,159 Resident Reimbursement \$2,719)
- **5. Project FYE21-11** 8360-72 Cramer Ln. in an amount not to exceed \$10,900, (City Cost \$7,425 Resident Reimbursement \$3,475)
- **6. Project FYE21-12** 8005-8009-8013 Sawyer Rd. in an amount not to exceed \$14,330, (City Cost \$9,998 Resident Reimbursement \$4,332)
- **7. Project FYE21-13** 1530 Claremont Dr. and 1601 Holly Ave., in an amount not to exceed \$5,906 (City Cost \$3,680 Resident Reimbursement \$2,227)
- **8. Project FYE21-14** 618 Maple Ave. in an amount not to exceed \$4,927, (City Cost \$3,927 Resident Reimbursement \$1,000)
- **9. Project FYE21-16** 8607-19 Clifford Rd. in an amount not to exceed \$6,701, (City Cost \$4,276 Resident Reimbursement \$2,425)

RESOLUTION

For further cost breakdowns, see attached spreadsheet labeled as <u>Attachment A</u>. (Please note the amounts above have been rounded to the nearest dollar.)

BACKGROUND

Throughout the year, the City receives complaints regarding drainage issues within the rear lot lines/easements. The complaints are due to standing water that stems from active sump pumps, grading issues and mature landscaping. The areas further stay saturated throughout the season, thereby making it difficult to mow and maintain these areas and further creates conditions for mosquito breeding. The City's Private Property-Rear Yard Storm Water Management Assistance Policy or further referred to as the *Rear Yard Drainage Program* allows residents, multifamily, commercial property owners and the City to work together in resolving these nuisance ponding and drainage issues. The projects would rid the area of the nuisance ponding, and allow for positive

Private Property-Rear Yard Storm Water Management Assistance April 20, 2020 Page 2

storm water conveyance within the rear yard easement.

The scope of the projects consist of the following work:

- City Staff Field Layout
- Purchase of infrastructure materials
- Outsource of Installation of Infrastructure and Restoration City Council awarded vendor JC Landscaping and Tree Services.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 20/21 BUDGET	PROPOSED EXPENDITURE	RESIDENT REIMBURSEMENT	ACCOUNT BALANCE
	DRAINAGE				
	ASSISTANCE				
01-30-4374	PROJECTS	\$ 72,000	\$99,664	\$34,876	\$7,212

STAFF RECOMMENDATION

Approval of a resolution authorizing Rear Yard Storm Water Management Assistance Projects.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 20, 2020, City Council, New Business agenda for formal consideration. The Municipal Services Committee will be forwarding their recommendation to the City Council.



EAS		

							Resident	REQUIRED NON	To	tal Resident
		_	Project Cost-	City	y Contribution	Re	<u>eimbursement</u>	PARTICIPATING	<u>Rei</u>	mbursement
Project/Name	Street Addresses		Estimate		Estimate		Estimate	<u>FUNDING</u>		Estimate
FYE21-0	1022 Hinsbrook	\$	13,234.82	\$	9,176.11	\$	4,058.71	\$750.00	\$	4,808.71
FYE21-1	1517-21-25 73rd St & 1522 Shelly Ct	\$	14,038.93	\$	9,779.20	\$	4,259.73		\$	4,259.73
FYE21-6	818 71st St & 7009-11 Sierra Ct	\$	21,747.79	\$	11,368.67	\$	10,379.12		\$	10,379.12
FYE21-10	7914-18 Adams St & 7917 Pine Ct	\$	7,878.19	\$	5,158.64	\$	2,719.55		\$	2,719.55
FYE21-11	8360 Cramer Ln	\$	10,899.90	\$	7,424.92	\$	3,474.98		\$	3,474.98
FYE21-12	8005-09-13 Sawyer Rd	\$	14,329.78	\$	9,997.33	\$	4,332.45		\$	4,332.45
FYE21-13	1530 Claremont Dr & 1601 Holly Ave	\$	5,906.09	\$	3,679.57	\$	2,226.52		\$	2,226.52
FYE21-14	618 Maple Ave	\$	4,926.66	\$	3,926.66	\$	1,000.00		\$	1,000.00
FYE21-16	8607-19 Clifford Rd	\$	6,701.50	\$	4,276.12	\$	2,425.38		\$	2,425.38
	TOTALS	\$	99,663.66	\$	64,787.22	\$	34,876.44	\$750.00	\$	35,626.44



A RESOLUTION AUTHORIZING THE FOLLOWING PRIVATE PROPERTY REAR YARD STORM WATER MANAGEMENT ASSISTANCE PROJECTS:

- 1. PROJECT FYE21-0 1022 HINSBROOK AVE. IN AN AMOUNT NOT TO EXCEED \$13,235, (CITY COST \$9,176 RESIDENT REIMBURSEMENT \$4,059
- 2. PROJECT FYE21-1 1517-25 73RD ST. IN AN AMOUNT NOT TO EXCEED \$14,039, (CITY COST \$9,779 RESIDENT REIMBURSEMENT \$4,260)
- 3. PROJECT FYE21-6 818 71^{ST} ST & 7009-11 SIERRA CT. IN AN AMOUNT NOT TO EXCEED \$21,748 (CITY COST \$11,369 RESIDENT REIMBURSEMENT \$10,379)
- 4. PROJECT FYE21-10 7914-18 ADAMS ST. & 7917 PINE CT. IN AN AMOUNT NOT TO EXCEED \$7,878, (CITY COST \$5,159 RESIDENT REIMBURSEMENT \$2,719)
- 5. PROJECT FYE21-11 8360-72 CRAMER LN. IN AN AMOUNT NOT TO EXCEED \$10,900, (CITY COST \$7,425 RESIDENT REIMBURSEMENT \$3,475)
- 6. PROJECT FYE21-12 8005-8009-8013 SAWYER RD. IN AN AMOUNT NOT TO EXCEED \$14,330, (CITY COST \$9,998 RESIDENT REIMBURSEMENT \$4,332)
- 7. PROJECT FYE21-13 1530 CLAREMONT DR. AND 1601 HOLLY AVE., IN AN AMOUNT NOT TO EXCEED \$5,907 (CITY COST \$3,680 RESIDENT REIMBURSEMENT \$2,227)
- 8. PROJECT FYE21-14 618 MAPLE AVE. IN AN AMOUNT NOT TO EXCEED \$4,927, (CITY COST \$3,927 RESIDENT REIMBURSEMENT \$1,000)
- 9. PROJECT FYE21-16 8607-19 CLIFFORD RD. IN AN AMOUNT NOT TO EXCEED \$6,701, (CITY COST \$4,276 RESIDENT REIMBURSEMENT \$2,425)

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 the Private Property Rear Yard Storm Water Management Assistance Projects: 1. Project FYE21-0 – 1022 Hinsbrook Ave. in an amount not to exceed \$13,235, (City Cost \$9,176 Resident Reimbursement \$4,059, 2. Project FYE21-1 – 1517-25 73rd St. in an amount not to exceed \$14,039, (City Cost \$9,779 Resident Reimbursement \$4,260), 3. Project FYE21-6 – 818 71st St & 7009-11 Sierra Ct. in an amount not to exceed \$21,748 (City Cost \$11,369 Resident Reimbursement \$10,379), 4. Project FYE21-10 – 7914-18 Adams St. & 7917 Pine Ct. in an

RESOLUTION NO	
amount not to exceed \$7,878, (City Cost \$5,1	59 Resident Reimbursement \$2,719), 5. Project
FYE21-11 – 8360-72 Cramer Ln. in an amount r	not to exceed \$10,900, (City Cost \$7,425 Resident
Reimbursement \$3,475), 6. Project FYE21-12 –	8005-8009-8013 Sawyer Rd. in an amount not to
exceed \$14,330, (City Cost \$9,998 Resident Rei	mbursement \$4,332), 7.Project FYE21-13 – 1530
Claremont Dr. and 1601 Holly Ave., in an amour	nt not to exceed \$5,907 (City Cost \$3,680 Resident
Reimbursement \$2,227), 8. Project FYE21-14	- 618 Maple Ave. in an amount not to exceed
\$4,927, (City Cost \$3,927 Resident Reimburse	ement \$1,000), 9. Project FYE21-16 - 8607-19
Clifford Rd. in an amount not to exceed \$6,7	01, (City Cost \$4,276 Resident Reimbursement
\$2,425).	
SECTION 2: This Resolution shall be	e in full force and effect from and after its passage
and approval as provided by law.	
PASSED BY THE CITY COUNCIL	L OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 20th day of April, 2	.020.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF T	HE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS , this 20 th day of April, 2020.	
	IOCEDII A MADCHECE MAVOD
ATTEST:	JOSEPH A. MARCHESE, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



AGENDA MEMO City Council

April 20, 2020

ISSUE STATEMENT

A resolution authorizing the Mayor to accept a proposal from Superior Road Striping, Inc. in an amount not to exceed \$34,500.00 for the 2020 Street Striping Program.

RESOLUTION

BACKGROUND/HISTORY

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

Staff has selected Superior Road Striping, Inc. for the awarded vendor as Superior Road Striping, Inc. is the awarded vendor for the Northwest Municipal Conference Joint Purchasing Cooperative for road striping to municipalities within the Midwest. See <u>Attachment A</u> for pricing schedule and contact information.

The FY 20-21 Budget includes funds for the 2020 Street Striping Program and would be funded from the following line item:

ACCOUNT	ACCOUNT	FY 20/21	PROPOSED	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE	BALANCE
03-60-4261	Pavement Striping	\$ 34,500.00	\$ 34,500.00	\$ -0-

STAFF RECOMMENDATION

The staff recommends approval of the resolution authorizing the Mayor to accept a proposal from Superior Road Striping, Inc. in an amount not to exceed \$34,500.00 for the 2020 Street Striping Program.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the April 20, 2020 agenda for formal consideration by the City Council.





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NWMC 1600 East Golf Road Suite 0700 Des Plaines, IL 60016 Phone: 847-296-9200 Fax: 847-296-9207

Thermoplastic Road Striping

Product Information

Contact #158

Due to extraordinary circumstances in the time of COVID 19, the Suburban Purchasing Cooperative Governing Board has decided that it is in the best interest of our members to extend the SPC 2020 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2020 through April 11, 2021, with no price increases.

2020 Lane Marking Contract Extension

<u>UOM</u>	2020 Unit \$
LF	\$0.52
LF	\$0.76
LF	\$1.52
LF	\$3.78
SF	\$3.51
SF	\$0.41
	LF LF LF LF SF

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

This award is not in conjunction with the Illinois Department of Transportation, so participating communities may not utilize Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

Scheduling and Contact Information

Please contact Superior Road Striping directly with any questions and to schedule work for your municipality.

Superior Road Striping 1980 N. Hawthorne Avenue Melrose Park, IL 60160 Contact: Joan Yario or Sandy DeHoyos P: 708-865-0718 F: 708-865-0296 thermopros@sbcglobal.net

News / Events

2020 NWMC Gala **Sponsorship Opportunities** and Benefits

NWMC Press Release - 2020 Legislative Program

2020 NWMC Legislative **Brunch Photos**

NWMC Press Release -NWMC Multimodal Plan Pop-Up Workshops & Interactive Bike Map

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Glenview <u>Grayslake</u> Morton Grove Skokie

Bannockburn

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Buffalo Grove Deerfield Highland Park <u>Niles</u> Northbrook Vernon Hills

Hoffman Estates West Dundee

Northfield

Deer Park

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Des Plaines

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A Joint Purchasing Program For Local Government Agencies

March 23, 2020

Ms. Joan Yario Superior Road Striping 1980 N. Hawthorne Ave Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that due to extraordinary circumstances in the time of COVID 19, the Suburban Purchasing Cooperative Governing Board has decided that it is in the best interest of our members to extend the SPC 2020 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2020 through April 11, 2021, with no price increases.

Item Description	UOM	2020
4" Marking Line	LF	\$0.52
6" Marking Line	LF	\$0.76
12" Marking Line	LF	\$1.52
24" Marking Line	LF	\$3.78
Marking Letters & Symbols	SF	\$3.51
Removal	SF	\$0.41

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB

NWMC Purchasing Director

Name: Ellen Dayan

03/23/20

Date

ame: Joan Yarro

Date

DuPage Mayors & Managers Conference 1220 Oak Brook Road Oak Brook, IL 60523 Suzette Quintell Phone: (630) 571-0480 Fax: (630) 571-0484 Northwest Municipal Conference 1600 East Golf Rd., Suite 0700 Des Plaines, IL 60016 Ellen Dayan Phone: (847) 296-9200 Fax: (847) 296-9207 South Suburban Mayors And Managers Association 1904 West 174th Street East Hazel Crest, IL 60429 Kristi DeLaurentiis Phone: (708) 206-1155 Fax: (708) 206-1133 Will County
Governmental League
15905 S. Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700



RESOI	LUTION NO.	
	10 11011 110.	

CITY ATTORNEY

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM SUPERIOR ROAD STRIPING, INC. IN AN AMOUNT NOT TO EXCEED \$34,500.00 FOR THE 2020 STREET STRIPING PROGRAM

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Superior Road Striping, Inc. for the 2020 Street Striping Program in an amount not to exceed \$34,500.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 20th day of April, 2020.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 20th day of April, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:





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Thermoplastic Road Striping

Product Information

Contact #158

Due to extraordinary circumstances in the time of COVID 19, the Suburban Purchasing Cooperative Governing Board has decided that it is in the best interest of our members to extend the SPC 2020 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2020 through April 11, 2021, with no price increases.

2020 Lane Marking Contract Extension

<u>Item Description</u>	<u>UOM</u>	2020 Unit \$
4" Marking Line	LF	\$0.52
6" Marking Line	LF	\$0.76
12" Marking Line	LF	\$1.52
24" Marking Line	LF	\$3.78
Marking Letters & Symbols	SF	\$3.51
Removal	SF	\$0.41

Note: All unit prices are per foot, except Letters & Symbols and Removal, which are priced per square foot.

This award is not in conjunction with the Illinois Department of Transportation, so participating communities may not utilize Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

Scheduling and Contact Information

Please contact Superior Road Striping directly with any questions and to schedule work for your municipality.

Superior Road Striping 1980 N. Hawthorne Avenue Melrose Park, IL 60160 Contact: Joan Yario or Sandy DeHoyos P: 708-865-0718 F: 708-865-0296 thermopros@sbcglobal.net

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Bannockburn

Hanover Park Mount Prospect Streamwood

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Des Plaines

Lake Forest <u>Palatine</u>

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A Joint Purchasing Program For Local Government Agencies

March 23, 2020

Ms. Joan Yario Superior Road Striping 1980 N. Hawthorne Ave Melrose Park, IL 60160

Dear Ms. Yario,

This letter is to inform you that due to extraordinary circumstances in the time of COVID 19, the Suburban Purchasing Cooperative Governing Board has decided that it is in the best interest of our members to extend the SPC 2020 Thermoplastic Lane Marking Contract #158 to Superior Road Striping, Melrose Park, IL from April 12, 2020 through April 11, 2021, with no price increases.

Item Description	UOM	2020
4" Marking Line	LF	\$0.52
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Removal	SF	\$0.41

With the acceptance of this contract, Superior Road Striping, Melrose Park, IL agrees to all terms and conditions as set forth in the specifications contained within the Request for Proposals to which you responded. This award is not in conjunction with the Illinois Department of Transportation, so participating communities will not be utilizing Motor Fuel Tax (MFT) funds. However, Superior Road Striping must comply with all IDOT rules and regulations, as well as prevailing wage and certified payroll.

The SPC looks forward to another productive year working with Superior Road Striping. Please sign and date the agreement below and return an original to my attention and retain a copy for your files.

Sincerely,

Ellen Dayan, CPPB

NWMC Purchasing Director

Name: Ellen Dayan

03/23/20

Date

ame: Joan Yarro

Date

DuPage Mayors & Managers Conference 1220 Oak Brook Road Oak Brook, IL 60523 Suzette Quintell Phone: (630) 571-0480 Fax: (630) 571-0484 Northwest Municipal Conference 1600 East Golf Rd., Suite 0700 Des Plaines, IL 60016 Ellen Dayan Phone: (847) 296-9200 Fax: (847) 296-9207 South Suburban Mayors And Managers Association 1904 West 174th Street East Hazel Crest, IL 60429 Kristi DeLaurentiis Phone: (708) 206-1155 Fax: (708) 206-1133 Will County
Governmental League
15905 S. Frederick Street
Suite 107
Plainfield, IL 60586
Cherie Belom
Phone: (815) 254-7700



AGENDA MEMO

City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution for the 2020 Street Maintenance contract with Schroeder Asphalt Services Inc., as per the following schedule of pricing:

Base Bid -	\$1,	,248,878.45
Alternate 1-Patching	\$	84,600.00
Alternate 2-Aggregate Shoulders	\$	25,600.00
Alternate 3-67 th Street Realignment	\$	69, 259.50
Total Cost	\$1.	,428,334.95

RESOLUTION

BACKGROUND/HISTORY

This year's, 2020 Street Maintenance Program includes 4.64 miles to be resurfaced and typically averages approximately 5 miles per year. This year's program includes the following,

Base Bid - Includes the proposed schedule as listed below

Alternate 1 - Patching \$25,600.00 – Includes the removal and replacement of road base throughout the City due to failing base.

Alternate 2 – Aggregate Shoulders-Includes supplying and mechanical placement of aggregate material adjacent to the roads below that are not constructed with a curb and gutter and miscellaneous shouldering on adjacent roadways.

Alternate 3 - **67**th **Street Realignment Project-**The proposed quantities are based on unit prices as it relates to the realignment of the 67th Street and Clarendon Hills Road project.

2020 Road Program Schedule

				ROAD LENGTH	PREVIOUS
STREET	RATING	SUBDIVISION	LIMITS	(linear ft.)	RESURFACING
Janet Ave	65	Marion Hills South	Clarendon Hills Rd - 83rd	2800	2006
Sunrise Ave	66	Marion Hills South	Janet -Elm	980	2007
Elm St	63	Marion Hills South	Clarendon Hills Rd - 83rd	2600	2002
67th St	65	Clarefield	Cass - Clarendon Hills Rd	5280	2007
Ridge Rd	66	North of 67th	67th to N limit	600	2002
Hinsbrook Ave	66	Hinsbrook	Cass - Seminole	1435	2006
Timber In	65	Hinsbrook	Darien Ln - Richmond	1760	2007
Hickory Ln	67	Hinsbrook	Darien Ln -Seminole	1080	2007
Holly Av	65	Farmingdale Unit 5 - 9	Wilcox - Williams	2750	2006
Barclay Rd	66	Farmingdale Ridge	Manning Rd - Green Valley Rd	870	2005
Bedford Rd	66	Farmingdale Ridge	Barclay Rd - Surrey Dr	330	2005
Surrey Dr	66	Farmingdale Ridge	Bedford Rd - Green Valley Rd	700	2003
Marborough Ln	67	Farmingdale Ridge	Lyman Av - Wakefield Dr	825	2005
Drover Ct	65	Farmingdale Village	Drover Ln - Limit	330	2007
Harvest Place	65	Farmingdale Village	Beller Dr - Meadow In	1250	2006
Captons Ln	66	Hidden Lakes	N Frontage - N Frontage	900	2007
			LINEAR FEET	24,490	
			MILES	4.64	

Alternate 1	Class D Patches, 6" (Special)	1,800 SY	
Alternate 2	Aggregate Shoulders, Type B	800 ton	
	67th Street Realignment		
Alternate 3	Project	Lump Sum	

Sealed bids were opened on Wednesday, January 22, 2020. A summary of the seven (7) bids received is attached and labeled as <u>Attachment A</u>. The lowest responsive bid for the **Base Bid** was Brothers Asphalt Paving, Inc., in the amount of \$1,218,373.45 while Schroeder Asphalt Services, Inc., was in the amount of \$1,248,878.45, a difference of \$30,505.

With the **Base Bid** and **Alternates 1, 2 and 3**, Schroeder Asphalt Services, Inc., is the awarded responsive bidder, pending budget approval:

Brothers Asphalt \$1,439,709.70 **Schroeder Asphalt Paving** \$1,428,337.95

The proposed 2020 Road Program would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 20-21 BUDGET	PROPOSED EXPENDITURE
	STREET RECONSTRUCTION/REHAB-		
25-35-4855	2020 City Road Maintenance Program	\$1,248,878.45	\$1,248,878.45
	Alternate 1 - Patching	\$84,600.00	\$ 84,600.00
	Alternate 2 – Aggregate Shoulders	\$25,600.00	\$ 25,600.00
	Alternate 3 -67 th Street Realignment Project-		\$ 69,259.50
	TOTAL COSTS		\$1,428,337.95

COMMITTEE RECOMMENDATION

Christopher B. Burke Engineering and The Municipal Services Committee recommends awarding the base bid and Alternates 1, 2 and 3 to Schroeder Asphalt Services, Inc., for the 2020 Road Maintenance contract in the amount of \$1,428,337.95. Schroeder Asphalt Services Inc., has completed very satisfactory work for the City in the past. Attached and labeled as Attachment B is a recommendation to award letter from Christopher B. Burke Engineering.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 20 2020 City Council agenda for formal approval.



CHRISTOPHER B. BURKE ENGINEERING LTD.

DENOTES ERROR

CITY OF DARIEN 2020 ROAD PROGRAM BID TABULATION

DATE: January 22, 2020

BASE BID			Г	ENGINEER'S	ESTIMATE	SCHROEDER ASPHALT	T SERVICES, INC.	BROTHERS ASPHALT	PAVING, INC.	K-FIVE CONSTRU	CTION CORP.	LINDAHL BROT	HERS, INC.	A LAMP CONCRETE C	ONTRACTORS	BUILDERS PA	VING, LLC	M&J ASPHALT PAVIN	G COMPANY, INC.
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	CU YD	6323	\$ 1.75		0.70 \$	4,426.10 \$	1.00 \$	6,323.00	2.25 \$	14,226.75	1.50 \$	9,484.50	1.15 \$	7,271.45	3.00 \$	18,969.00	1.50 \$	9,484.50
35800200	AGGREGATE BASE REPAIR	TON	367	\$ 20.00	\$ 7,340.00	15.00 \$	5,505.00 \$	10.00 \$	3,670.00	5.50 \$	2,018.50	12.70 \$	4,660.90	20.00 \$	7,340.00	66.00 \$	24,222.00	17.50 \$	6,422.50
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	71590	\$ 0.95		0.01 \$	715.90 \$	0.20 \$	14,318.00	0.01 \$	715.90	0.01 \$	715.90	0.01 \$	715.90	0.01 \$	715.90	0.01 \$	715.90
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	3420 \$	\$ 80.00	\$ 273,600.00	82.75 \$	283,005.00 \$	85.00 \$	290,700.00	105.00 \$	359,100.00	95.00 \$	324,900.00	98.50 \$	336,870.00	91.00 \$	311,220.00	107.00 \$	365,940.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	980	\$ 80.00	\$ 78,400.00	75.00 \$	73,500.00 \$	70.00 \$	68,600.00	119.50 \$	117,110.00	70.00 \$	68,600.00	78.00 \$	76,440.00	73.00 \$	71,540.00	83.00 \$	81,340.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	6780	\$ 80.00	\$ 542,400.00	78.75 \$	533,925.00 \$	75.00 \$	508,500.00	76.40 \$	517,992.00	75.00 \$	508,500.00	82.50 \$	559,350.00	78.00 \$	528,840.00	85.00 \$	576,300.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	79560	\$ 2.50	\$ 198,900.00	2.40 \$	190,944.00 \$	2.51 \$	199,695.60	2.25 \$	179,010.00	3.25 \$	258,570.00	3.50 \$	278,460.00	3.60 \$	286,416.00	3.25 \$	258,570.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	6323	\$ 3.00		3.40 \$	21,498.20 \$	2.15 \$	13,594.45	6.00 \$	37,938.00	4.50 \$	28,453.50	4.30 \$	27,188.90	8.00 \$	50,584.00	5.00 \$	31,615.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	610	\$ 25.00	\$ 15,250.00	31.50 \$	19,215.00 \$	30.00 \$	18,300.00	15.00 \$	9,150.00	35.00 \$	21,350.00	25.00 \$	15,250.00	50.00 \$	30,500.00	40.00 \$	24,400.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	200 \$	0.60		0.25 \$	50.00 \$	1.13 \$	226.00	1.00 \$	200.00	1.25 \$	250.00	1.00 \$	200.00	2.00 \$	400.00	1.25 \$	250.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	80 \$	0.60	\$ 48.00	0.25 \$	20.00 \$	0.10 \$	8.00	2.00 \$	160.00	3.75 \$	300.00	1.00 \$	80.00	2.50 \$	200.00	2.50 \$	200.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	160 \$	10.00		4.75 \$	760.00 \$	4.20 \$	672.00	4.00 \$	640.00	4.00 \$	640.00	4.40 \$	704.00	4.00 \$	640.00	5.00 \$	800.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	7625 \$	3.00		0.98 \$	7,472.50 \$	0.73 \$	5,566.25	0.70 \$	5,337.50	0.70 \$	5,337.50	0.77 \$	5,871.25	0.70 \$	5,337.50	0.58 \$	4,422.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	105 \$	3.00		1.60 \$	168.00 \$	1.05 \$	110.25	1.00 \$	105.00	1.00 \$	105.00	1.10 \$	115.50	1.00 \$	105.00	1.25 \$	131.25
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	295 \$	5.00		2.40 \$	708.00 \$	2.10 \$	619.50	2.00 \$	590.00	2.00 \$	590.00	2.20 \$	649.00	2.00 \$	590.00	2.50 \$	737.50
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	237 \$	10.00	\$ 2,370.00	4.75 \$	1,125.75 \$	4.20 \$	995.40	4.00 \$	948.00	4.00 \$	948.00	4.40 \$	1,042.80	4.00 \$	948.00	5.00 \$	1,185.00
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	23 5	\$ 450.00	\$ 10,350.00	720.00 \$	16,560.00 \$	525.00 \$	12,075.00	685.00 \$	15,755.00	685.00 \$	15,755.00	600.00 \$	13,800.00	700.00 \$	16,100.00	925.00 \$	21,275.00
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	2480	\$ 45.00	\$ 111,600.00	36.00 \$	89,280.00 \$	30.00 \$	74,400.00	25.00 \$	62,000.00	45.00 \$	111,600.00	25.00 \$	62,000.00	52.00 \$	128,960.00	60.00 \$	148,800.00
*INDICATES S	PECIAL PROVISION DENOTES ERROR		TOTAL =		\$ 1,364,687.75	TOTAL = \$	1,248,878.45	TOTAL = \$	1,218,373.45	TOTAL = \$	1,322,996.65	TOTAL = \$	1,360,760.30	TOTAL = \$	1,393,348.80	TOTAL = \$	1,476,287.40	TOTAL = \$	1,532,589.15

ENGINEER'S ESTIMATE SCHROEDER ASPHALT SERVICES, INC. BROTHERS ASPHALT PAVING, INC. K-FIVE CONSTRUCTION CORP. LINDAHL BROTHERS, INC. A LAMP CONCRETE CONTRACTORS BUILDERS PAVING, LLC M&J ASPHALT PAVING COMPANY, INC.

UNIT COST QUANTITY TOTAL COST UNIT COST U ALTERNATE 1 - MISCELLANEOUS PATCHING NUMBER ITEM

*NA MISCELLANEOUS PATCHING, 6" (SPECIAL)
*INDICATES SPECIAL PROVISION

ALTERNATE 2 - MISCELLANEOUS AGGREGATE SHOULDERS

NUMBER ITEM

48101200 AGGREGATE SHOULDERS, TYPE B

*INDICATES SPECIAL PROVISION ENGINEER'S ESTIMATE SCHROEDER ASPHALT SERVICES, INC. | BROTHERS ASPHALT PAVING, INC. | K-FIVE CONSTRUCTION CORP. LINDAHL BROTHERS, INC. A LAMP CONCRETE CONTRACTORS BUILDERS PAVING, LLC M&J ASPHALT PAVING COMPANY, INC. DENOTES ERROR

ENGINEER'S ESTIMATE SCHROEDER ASPHALT SERVICES, INC. | BROTHERS ASPHALT PAVING, INC. | K-FIVE CONSTRUCTION CORP. LINDAHL BROTHERS, INC. A LAMP CONCRETE CONTRACTORS BUILDERS PAVING, LLC M&J ASPHALT PAVING COMPANY, INC. ALTERNATE 3 - 67TH STREET WIDENING UNIT COST TOTAL COST ITEM QUANTITY TOTAL COST UNIT COST TOTAL COST 20200100 EARTH EXCAVATION
20201200 REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL
20400800 FURNISHED EXCAVATION
'30300001 AGGREGATE SUBGRADE IMPROVEMENT
40600299 BITUMINOUS MATERIALS (TACK COAT)
40600329 BITUMINOUS MATERIALS (TACK COAT)
40600338 HOT-MIX ASPHALT SURFACE COURSE, MIX '70', N50
40603380 HOT-MIX ASPHALT SURFACE COURSE, MIX '70', N50
40603308 CHO-MIX ASPHALT SURFACE REMOVAL, 2.5"
'44201723 CLASS D PATCHING, 6" (SPECIAL)
78000000 THERMOPLASTIC PAVEMENT MARKING - LINE 6"
780000400 THERMOPLASTIC PAVEMENT MARKING - LINE 6"
78000650 THERMOPLASTIC PAVEMENT MARKING LINE 12"
78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"
'INDICATES SPECIAL PROVISION
DENOTES ERROR \$13,600.00 \$11,440.00 \$5,500.00 \$10,780.00 \$7,150.0 \$9.845.0 \$18,700 \$6,820.0 \$665.00 \$115.00 \$240.00 \$100.00 **93,371.25** \$176.25 **69,259.50** \$250.00 113,600.00 \$105.00 **91,336.25** \$125.00 116,205.25 \$4.20 TOTAL = \$ 97,833.25 137,620.00 TOTAL = \$

> ENGINEER'S ESTIMATE SCHROEDER ASPHALT SERVICES, INC. | BROTHERS ASPHALT PAVING, INC. | K-FIVE CONSTRUCTION CORP. | LINDAHL BROTHERS, INC. | A LAMP CONCRETE CONTRACTORS | BUILDERS PAVING, LLC | M&J ASPHALT PAVING COMPANY, INC. | TOTAL BASE AND ALL ALTETRNATES=

CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN 2020 ROAD PROGRAM ENGINEER'S ESTIMATE OF PROBABLE COST

ENGINEER O ESTIMATE OF FRODABLE SOOT			GRIND 2" & 5% PATCHING		HING GRIND 2" & 2% PATCHING		GRIND 2" & 5% P.	ATCHING	GRIND 2" & 2'	% PATCHING	GRIND 2" & 5% PATCHING		
			WIDTH (FT)=	23	WIDTH (FT)=	19	WIDTH (FT)=	25	WIDTH (FT)=	24	WIDTH (FT)=	26	
DATE: December 6, 2019			LENGTH (FT)=	2.850	LENGTH (FT)=	980	LENGTH (FT)=	2.700	LENGTH (FT)=	5.280	LENGTH (FT)=	650	
CALCULATED BY: JEH			AREA (SY)=	7.283	AREA (SY)=	2.069	AREA (SY)=	7,500	AREA (SY)=	14.080	AREA (SY)=	1.878	
CHECKED BY: WBL			CURB & GUTTER	NO	CURB & GUTTÉR	NO	CURB & GUTTER	NO	CURB & GUTTER	YES	CURB & GUTTER	YES	
			SHOULDER	YES	SHOULDER	YES	SHOULDER	YES	SHOULDER	YES (PORTION)	SHOULDER	NO	
BASE BID			JANET A	VENUE	SUNRISE AV	/ENUE	ELM STRE	ET	67TH STREET (CASS AVE. 1	TO CLARENDON HILLS RD.)	RIDGE ROA	AD	
NUMBER ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	
35800100 PREPARATION OF BASE	CU YD	0.70	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0 :	\$ -	
35800200 AGGREGATE BASE REPAIR	TON	15.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0 :	\$ -	
40600275 BITUMINOUS MATERIALS (PRIME COAT)	POUND	0.01	7220	\$ 72.20	2050	\$ 20.50	7430	\$ 74.30	13940	\$ 139.40	1860	\$ 18.60	
40600825 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	82.75	340	\$ 28,135.00	100	\$ 8,275.00	350	\$ 28,962.50	660	\$ 54,615.00	90	\$ 7,447.50	
40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75.00	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	
40603335 HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	78.75	680	\$ 53,550.00	200	\$ 15,750.00	700	\$ 55,125.00	1310	\$ 103,162.50	180	\$ 14,175.00	
44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2.40	**-*	\$ 19,248.00	2280	\$ 5,472.00	8250	\$ 19,800.00	15490	\$ 37,176.00	2070	\$ 4,968.00	
44000165 HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3.40		\$ -	0	\$ -	0	\$ -	-	\$ -	0 :	\$ -	
48101200 AGGREGATE SHOULDERS, TYPE B	TON	31.50		\$ 4,725.00	50	\$ 1,575.00	140	\$ 4,410.00		\$ 8,505.00	0 :	\$ -	
70300100 SHORT TERM PAVEMENT MARKING	FOOT	0.25		\$ -	0	\$ -	100	\$ 25.00		\$ 25.00	0 :	\$ -	
70300150 SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	0.25		\$ -	0	\$ -	40	\$ 10.00		\$ 10.00	0 :	\$ -	
78000100 THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4.75		\$ -	0	\$ -	80	\$ 380.00		\$ 380.00	0 :	\$ -	
78000200 THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	0.98	•	\$ -	0	\$ -	6225	\$ 6,100.50		\$ 1,372.00	0 :	\$ -	
78000400 THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1.60		\$ -	0	\$ -	105	\$ 168.00	· · · · · · · · · · · · · · · · · · ·	\$ -	0 5	\$ -	
78000600 THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	2.40	75	\$ 180.00	0	\$ -	145	\$ 348.00		\$ -	0 5	\$ -	
78000650 THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.75		\$ 57.00	0	\$ -	90	\$ 427.50		\$ 190.00	0	\$ -	
*XX002258 STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	720.00	0	\$ -	6	\$ 4,320.00	2	\$ 1,440.00		\$ 2,160.00	0 :	\$ -	
*XX006392 CLASS D PATCHES, 6" (SPECIAL)	SQ YD	36.00		\$ 13,320.00	50	\$ 1,800.00	380	\$ 13,680.00		\$ 10,440.00	100	\$ 3,600.00	
*INDICATES SPECIAL PROVISION			TOTAL =	\$ 119,287.20	TOTAL =	\$ 37,212.50	TOTAL =	\$ 130,950.80	TOTAL =	\$ 218,174.90	TOTAL =	\$ 30,209.10	
			GRIND 2" & 29	% PATCHING	GRIND 2" & 3% F	PATCHING	GRIND 2" & 2% P	ATCHING	GRIND 2" & 2	% PATCHING	GRIND 2" & 5% PA	ATCHING	
			GRIND 2" & 2°		GRIND 2" & 3% F		GRIND 2" & 2% PA WIDTH (FT)-		GRIND 2" & 2'		GRIND 2" & 5% PA		
			WIDTH (FT)=	34	WIDTH (FT)=	24	WIDTH (FT)=	26	WIDTH (FT)=	26	WIDTH (FT)=	26	
			WIDTH (FT)= LENGTH (FT)=	34 1,465	WIDTH (FT)= LENGTH (FT)=	24 1,760	WIDTH (FT)= LENGTH (FT)=	26 1,080	WIDTH (FT)= LENGTH (FT)=	26 3,300	WIDTH (FT)= LENGTH (FT)=	26 870	
			WIDTH (FT)= LENGTH (FT)= AREA (SY)=	34 1,465 5,534	WIDTH (FT)= LENGTH (FT)= AREA (SY)=	24 1,760 4,693	WIDTH (FT)= LENGTH (FT)= AREA (SY)=	26 1,080 3,120	WIDTH (FT)= LENGTH (FT)= AREA (SY)=	26 3,300 9,533	WIDTH (FT)= LENGTH (FT)= AREA (SY)=	26 870 2,513	
			WIDTH (FT)= LENGTH (FT)=	34 1,465	WIDTH (FT)= LENGTH (FT)=	24 1,760	WIDTH (FT)= LENGTH (FT)=	26 1,080	WIDTH (FT)= LENGTH (FT)=	26 3,300	WIDTH (FT)= LENGTH (FT)=	26 870	
			WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER	34 1,465 5,534 YES	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER	24 1,760 4,693 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER	26 1,080 3,120 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER	26 3,300 9,533 YES	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER	26 870 2,513 YES NO	
NUMBER ITEM	UNIT	UNIT COST	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER	34 1,465 5,534 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER	24 1,760 4,693 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER	26 1,080 3,120 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER	26 3,300 9,533 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER	26 870 2,513 YES NO	
35800100 PREPARATION OF BASE	CU YD	UNIT COST 0.70	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO	34 1,465 5,534 YES NO K AVENUE	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L	24 1,760 4,693 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L	26 1,080 3,120 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY	26 3,300 9,533 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO	26 870 2,513 YES NO	
			WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0	34 1,465 5,534 YES NO K AVENUE	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY	24 1,760 4,693 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY	26 1,080 3,120 YES NO	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO	26 870 2,513 YES NO DAD TOTAL COST \$ -	
35800100 PREPARATION OF BASE 35800200 AGGREGATE BASE REPAIR 40600275 BITUMINOUS MATERIALS (PRIME COAT)	TON POUND	0.70 15.00 0.01	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ - \$ - \$ 54.80	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650	24 1,760 4,693 YES NO ANE TOTAL COST \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 3090	26 1,080 3,120 YES NO ANE TOTAL COST \$ - \$ - \$ 30.90	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 9440	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ - \$ - \$ 94.40	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO QUANTITY 0	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ - \$ 24.90	
35800100 PREPARATION OF BASE 35800200 AGGREGATE BASE REPAIR 40600275 BITUMINOUS MATERIALS (PRIME COAT) 40600825 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	CU YD TON POUND TON	0.70 15.00 0.01 82.75	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 3090 150	26 1,080 3,120 YES NO ANE TOTAL COST \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 9440 450	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ - \$ 94.40 \$ 37,237.50	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO QUANTITY 0 0	26 870 2,513 YES NO DAD TOTAL COST \$ -	
35800100 PREPARATION OF BASE 35800200 AGGREGATE BASE REPAIR 40600275 BITUMINOUS MATERIALS (PRIME COAT) 40600825 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	CU YD TON POUND TON	0.70 15.00 0.01 82.75 75.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ - \$ 5,4.80 \$ 21,515.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 0 4650 220 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ - \$ 46.50 \$ 18,205.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 0 3090 150 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ - \$ 30,90 \$ 12,412.50	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 9440 450 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ \$ 94.40 \$ 37,237.50 \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RC QUANTITY 0 0 1 2490 120 0	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ - \$ 24.90 \$ 9,930.00	
35800100 PREPARATION OF BASE 35800200 AGGREGATE BASE REPAIR 40600275 BITUMINOUS MATERIALS (PRIME COAT) 40600825 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 40603335 HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	CU YD TON POUND TON TON TON	0.70 15.00 0.01 82.75 75.00 78.75	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 0 5480 260 0 520	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ - \$ 5,54.80 \$ 21,515.00 \$ 40,950.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4440	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ 34,650.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 3090 150 0 290	26 1,080 3,120 YES NO ANE TOTAL COST \$ - \$ 30,90 \$ 12,412.50 \$ 22,837.50	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 0 9440 450 0 890	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ - \$ 94.40 \$ 37,237.50 \$ - \$ 97,087.50	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO QUANTITY 0 0 2490 120 0 240	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ - \$ 24.90 \$ 9,930.00 \$ 18,900.00	
35800100 PREPARATION OF BASE 35800200 AGGREGATE BASE REPAIR 40600275 BITUMINOUS MATERIALS (PRIME COAT) 40600825 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 40603335 HOT MIX ASPHALT SURFACE COURSE, MIX D, N50 44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2"	CU YD TON POUND TON TON TON SQ YD	0.70 15.00 0.01 82.75 75.00 78.75 2.40	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 520 6090	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ - \$ 5,4.80 \$ 21,515.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4440 5170	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ - \$ 46.50 \$ 18,205.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 3090 150 0 290 3440	26 1,080 3,120 YES NO ANE TOTAL COST \$ - \$ 30,90 \$ 12,412.50	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 9440 450 0 890 10490	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ - \$ 94.40 \$ 37,237.50 \$ - \$ 70,087.50 \$ 25,176.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO QUANTITY 0 0 2490 120 0 2440 2770	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ - \$ 24.90 \$ 9,930.00	
35800100 PREPARATION OF BASE 35800200 AGGREGATE BASE REPAIR 40600275 BITUMINOUS MATERIALS (PRIME COAT) 40600825 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 40603335 HOT MIX ASPHALT SURFACE COURSE, MIX D, N50 44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" 44000165 HOT-MIX ASPHALT SURFACE REMOVAL, 4"	CU YD TON POUND TON TON TON SQ YD SQ YD	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 520 6090 0	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ - \$ 5- \$ 54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4440 5170 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ 34,650.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 3090 150 0 290 3440 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ - \$ 30,90 \$ 12,412.50 \$ - \$ 22,837.50 \$ 8,256.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 9440 450 0 890 10490 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ - \$ 94.40 \$ 37,237.50 \$ - \$ 70,087.50 \$ 25,176.00 \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RC QUANTITY 0 0 2490 120 0 2490 2770 0	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ - \$ 24.90 \$ 9,930.00 \$ 18,900.00	
35800100 PREPARATION OF BASE 35800200 AGGREGATE BASE REPAIR 40600275 BITUMINOUS MATERIALS (PRIME COAT) 40600825 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 40603335 HOT MIX ASPHALT SURFACE COURSE, MIX D, N50 44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" 44000165 HOT-MIX ASPHALT SURFACE REMOVAL, 4" 48101200 AGGREGATE SHOULDERS, TYPE B	CU YD TON POUND TON TON TON SQ YD SQ YD TON	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40 31.50	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 520 6090 0 0	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ 5,54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4440 5170 0 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ 34,650.00 \$ 12,408.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 3090 150 0 290 34440 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ - \$ 30.90 \$ 12,412.50 \$ 22,837.50 \$ 8,256.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 9440 450 0 890 10490 0 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ \$ 94.40 \$ 37,237.50 \$ 70,087.50 \$ 25,176.00 \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RC QUANTITY 0 0 2490 120 0 2490 240 2770 0 0 0	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ - \$ 24.90 \$ 9,930.00 \$ 18,900.00 \$ 6,648.00	
35800100 PREPARATION OF BASE 35800200 AGGREGATE BASE REPAIR 40600275 BITUMINOUS MATERIALS (PRIME COAT) 40600825 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 40603335 HOT MIX ASPHALT SURFACE COURSE, MIX D, N50 44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" 44000165 HOT-MIX ASPHALT SURFACE REMOVAL, 4" 48101200 AGGREGATE SHOULDERS, TYPE B 70300100 SHORT TERM PAVEMENT MARKING	CU YD TON POUND TON TON TON SQ YD SQ YD TON FOOT	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40 31.50 0.25	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 5520 6090 0 0 0	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ - \$ 5- \$ 54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4440 5170 0 0 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ 12,408.00 \$ - \$ 12,408.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 0 3090 150 0 290 3440 0 0 0 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ - \$ 30,90 \$ 12,412.50 \$ 22,837.50 \$ 8,256.00 \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 0 9440 450 0 890 10490 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ - \$ 94.40 \$ 37,237.50 \$ 70,087.50 \$ 25,176.00 \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO QUANTITY 0 0 2490 120 0 2490 120 0 240 2770 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ 24.90 \$ 9,930.00 \$ - \$ 18,900.00 \$ 6,648.00	
35800100 PREPARATION OF BASE 35800200 AGGREGATE BASE REPAIR 40600275 BITUMINOUS MATERIALS (PRIME COAT) 40600825 POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50 40603080 HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50 40603335 HOT MIX ASPHALT SURFACE COURSE, MIX D, N50 44000157 HOT-MIX ASPHALT SURFACE REMOVAL, 2" 44000165 HOT-MIX ASPHALT SURFACE REMOVAL, 4" 48101200 AGGREGATE SHOULDERS, TYPE B 70300100 SHORT TERM PAVEMENT MARKING 70300150 SHORT TERM PAVEMENT MARKING REMOVAL 100000000000 100000000000000000000	CU YD TON POUND TON TON TON SQ YD SQ YD TON FOOT SQ FT	0.70 15.00 0.01 82.75 75.00 78.75 2.40 31.50 0.25	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 520 6090 0 0 0 0	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ - \$ 5,54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4440 5170 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ - \$ 34,650.00 \$ 12,408.00 \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 3090 150 0 290 3440 0 0 0 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ 3,090 \$ 12,412.50 \$ 22,837.50 \$ 8,256.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 9440 450 0 890 10490 0 0 0 0 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ - \$ 94.40 \$ 37,237.50 \$ - \$ 70,087.50 \$ 25,176.00 \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO QUANTITY 0	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ 24.90 \$ 9,930.00 \$ - \$ 18,900.00 \$ 6,648.00 \$ - \$ -	
35800100	CU YD TON POUND TON TON TON SQ YD SQ YD TON FOOT SQ FT SQ FT	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40 31.50 0.25 0.25	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 5520 6090 0 0 0 0 0 0	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ - \$ 5,54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4460 5170 0 0 0 0 0 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ 12,408.00 \$ - \$ - \$ - \$ - \$ - \$ 34,650.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 3090 150 0 290 3440 0 0 0 0 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ 3,090 \$ 12,412.50 \$ 22,837.50 \$ 8,256.00 \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 94440 4550 0 8990 10490 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ \$ - \$ 94.40 \$ 37,237.50 \$ - \$ 70,087.50 \$ 25,176.00 \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RC QUANTITY 0	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ 24.90 \$ 9,930.00 \$ - \$ 6,648.00 \$ - \$ - \$ -	
35800100	CU YD TON POUND TON TON TON SQ YD SQ YD TON FOOT SQ FT SQ FT FOOT	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40 31.50 0.25 0.25 4.75	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 520 6090 0 0 0 0 0 0 0 0 0	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ 5,54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 0 4650 220 0 4440 5170 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ - \$ 34,650.00 \$ 12,408.00 \$ - \$ 5 \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 3090 150 0 290 3440 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ \$ 30,90 \$ \$12,412.50 \$ \$ 22,837.50 \$ 8,256.00 \$ \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 94440 450 0 890 10490 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ \$ 9,4,40 \$ \$ 9,4,40 \$ \$ 70,087.50 \$ \$ 25,176.00 \$ \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RC QUANTITY 0 0 12490 1220 0 2490 120 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 870 2,513 YES NO DAD TOTAL COST \$ \$ - \$ 24,90 \$ 9,930.00 \$ - \$ 18,900.00 \$ 6,648.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	
35800100	CU YD TON POUND TON TON TON SQ YD TON FOOT SQ FT SQ FT FOOT FOOT	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40 31.50 0.25 0.25 4.75 0.98	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 5520 6090 0 0 0 0 0 0 0 0 0 0 0 0 0 0	34 1,465 5,534 YES NO KAVENUE TOTAL COST \$ 5- \$ 54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4460 5170 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ 12,408.00 \$ - \$ - \$ - \$ - \$ - \$ 34,650.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 3090 150 0 290 3440 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ 3,090 \$ 12,412.50 \$ 22,837.50 \$ 8,256.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 0 9440 450 0 0 890 10490 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ \$ - \$ 94.40 \$ 37,237.50 \$ 70,087.50 \$ 25,176.00 \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO QUANTITY 0 0 2490 120 0 2440 2770 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 870 2,513 YES NO DAD TOTAL COST \$	
35800100	CU YD TON POUND TON TON TON SQ YD SQ YD TON FOOT SQ FT FOOT FOOT FOOT FOOT	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40 31.50 0.25 4.75 0.98 1.60 2.40	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 520 6090 0 0 0 0 0 0 0 0 0 0 0 0	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ 5 - \$ 54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4440 5170 0 0 0 0 0 0 0 0 0 0 0 0 0	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ 12,408.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 3090 150 0 290 3440 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ 3,090 \$ 12,412.50 \$ 22,837.50 \$ 8,256.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 94440 450 0 9890 10490 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 3,300 9,533 YES NO AVENUE TOTAL COST \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RO QUANTITY 0	26 870 2,513 YES NO DAD TOTAL COST \$ - \$ - \$ 9,930.00 \$ 18,900.00 \$ 6,648.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	
35800100	CU YD TON POUND TON TON TON SQ YD SQ YD TON FOOT SQ FT FOOT FOOT FOOT	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40 31.50 0.25 4.75 0.98 1.60 2.40 4.75	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 520 6090 0 0 0 0 0 0 0 10 0 0 17	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ 5,54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ - \$ 5,54.80 \$ 14,616.00 \$ - \$ 5,54.80 \$ 14,616.00 \$ - \$ 5,54.80 \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4450 220 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 10	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ - \$ 34,650.00 \$ 12,408.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 5 - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 0 3090 150 0 290 34440 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ \$ 30,90 \$ 12,412.50 \$ 22,837.50 \$ 3,256.00 \$ - \$ 5 - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 94440 4450 0 8990 10490 0 0 0 0 0 0 0 0 13	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ \$ 94.40 \$ 37,237.50 \$ 70,087.50 \$ 25,176.00 \$ \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RC QUANTITY 0 0 2490 120 0 2440 2770 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 755 13	26 870 2,513 YES NO DAD TOTAL COST \$	
35800100	CU YD TON POUND TON TON TON SQ YD TON FOOT SQ FT FOOT FOOT FOOT FOOT EACH	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40 31.50 0.25 0.25 4.75 0.98 1.60 2.40 4.75 720.00	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 520 6090 0 0 0 0 0 0 0 17	34 1,465 5,534 YES NO K AVENUE TOTAL COST \$ - \$ 5,54.80 \$ 21,515.00 \$ 40,950.00 \$ 14,616.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 0 4650 220 0 4450 5170 0 0 0 0 0 0 0 0 1 12 12	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ \$ 46.50 \$ 18,205.00 \$ 12,408.00 \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ - \$ \$ 34,650.00 \$ 5 - \$ \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 0 3090 150 0 290 3440 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ - \$ \$ 30,90 \$ 12,412.50 \$ 22,837.50 \$ 8,256.00 \$ - \$ \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 0 9440 450 0 890 10490 0 0 0 0 0 0 10 0 0 10 0 0 10 0 1	26 3,300 9,533 YES NO AVENUE TOTAL COST \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RC QUANTITY 0 0 2490 120 0 2440 2770 0 0 0 0 0 0 0 0 755 13	26 870 2,513 YES NO DAD TOTAL COST \$	
35800100	CU YD TON POUND TON TON TON SQ YD SQ YD TON FOOT SQ FT FOOT FOOT FOOT	0.70 15.00 0.01 82.75 75.00 78.75 2.40 3.40 31.50 0.25 4.75 0.98 1.60 2.40 4.75	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HINSBROO QUANTITY 0 0 5480 260 0 520 6090 0 0 0 0 0 0 0 1 17 0	34 1,465 5,534 YES NO KAVENUE TOTAL COST \$ 5- \$ 5- \$ 40,950.00 \$ 14,616.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER TIMBER L QUANTITY 0 0 4650 220 0 4450 220 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 10	24 1,760 4,693 YES NO ANE TOTAL COST \$ - \$ 46.50 \$ 18,205.00 \$ 12,408.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ 34,650.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HICKORY L QUANTITY 0 0 0 0 3090 150 0 290 34440 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	26 1,080 3,120 YES NO ANE TOTAL COST \$ \$ 30,90 \$ 12,412.50 \$ \$ 22,837.50 \$ 8,256.00 \$ \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER HOLLY QUANTITY 0 0 0 9440 450 0 890 10490 0 0 0 0 0 0 10 0 0 10 0 0 10 0 1	26 3,300 9,533 YES NO AVENUE TOTAL COST \$ \$ - \$ 94.40 \$ 37,237.50 \$ 70,087.50 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	WIDTH (FT)= LENGTH (FT)= AREA (SY)= CURB & GUTTER SHOULDER BARCLAY RC QUANTITY 0 0 2490 120 0 2440 2770 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 755 13	26 870 2,513 YES NO DAD TOTAL COST \$ \$ 24,90 \$ 9,930.00 \$ 18,900.00 \$ 6,648.00 \$ \$ - \$ 18,90.00 \$ 6,648.00 \$ - \$ 18,90.00 \$ 6,648.00 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$	

			FULL-DEPTH & 5	% PATCHING	FULL-DEPTH & 5%	PATCHING	FULL-DEPTH &	5% PATCHING	GRIND 2" & 2%	5 PATCHING	GRIND 2" & 59	% PATCHING
			WIDTH (FT)=	27	WIDTH (FT)=	25	WIDTH (FT)= 25	WIDTH (FT)=	24	WIDTH (FT	¯)= 26
			LENGTH (FT)=	330	LENGTH (FT)=	700	LENGTH (FT)= 995	LENGTH (FT)=	330	LENGTH (FT	T)= 1,250
		ARE	A (SY) plus cul-de-sac=	1,615	AREA (SY)=	1,944	AREA (SY)= 2,764	AREA (SY) plus cul-de-sac=	1,525	AREA (SY	′)= 3,611
			CURB & GUTTER	YES	CURB & GUTTER	YES	CURB & GUTTE	R YES	CURB & GUTTER	YES	CURB & GUTTI	R YES
			SHOULDER	NO	SHOULDER	NO	SHOULDE	R NO	SHOULDER	NO	SHOULDE	R NO
			BEDFORD	LANE	SURREY D	RIVE	MARLBORO	UGH LANE	DROVER	COURT	HARVES	T LANE
NUMBER	ITEM	UNIT UNIT COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	CU YD \$ 1.75	1615	2,826.25	1944	\$ 3,402.78	2764	\$ 4,836.81	0 \$	-	0	\$
35800200	AGGREGATE BASE REPAIR	TON \$ 20.00	94	1,880.00	113	\$ 2,260.00	160	\$ 3,200.00	0 \$	-	0	\$
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND \$ 0.95	1600	1,520.00	1930	\$ 1,833.50	2740	\$ 2,603.00	1510	1,434.50	3580	\$ 3,401
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON \$ 80.00	80 \$	6,400.00	90	\$ 7,200.00	130	\$ 10,400.00	80	6,400.00	170	\$ 13,600
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON \$ 80.00	250	20,000.00	300	\$ 24,000.00	430	\$ 34,400.00	0 \$	-	0	\$
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON \$ 80.00	150	12,000.00	180	\$ 14,400.00	260	\$ 20,800.00	150	12,000.00	340	\$ 27,200
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD \$ 2.50	1780	4,450.00	2140	\$ 5,350.00	3050	\$ 7,625.00	1680	4,200.00	3980	\$ 9,950
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD \$ 3.00	1615	4,845.00	1944	\$ 5,833.33	2764	\$ 8,291.67	0 9	-	0	\$
	AGGREGATE SHOULDERS, TYPE B	TON \$ 25.00	0 9	-	0	\$ -	0	\$ -	0 9	-	0	\$
	SHORT TERM PAVEMENT MARKING	FOOT \$ 0.60	0 9	-	0	\$ -	0	\$ -	0 9	-	0	\$
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT \$ 0.60	0	-	0	\$ -	0	\$ -	0 9	-	0	\$
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT \$ 10.00	0 9	-	0	\$ -	0	\$ -	0 9	-	0	\$
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT \$ 3.00	0 9	-	0	\$ -	0	\$ -	0 9	-	0	\$
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT \$ 3.00	0 9	-	0	\$ -	0	\$ -	0 9	-	0	\$
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT \$ 5.00	0 9	-	0	\$ -	0	\$ -	0 9	-	0	\$
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT \$ 10.00	0 9	-	0	\$ -	13	\$ 130.00	0 9	-	13	\$ 13
	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH \$ 450.00	0 \$	-	0	\$ -	0	\$ -	0 \$	-	0	\$
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD \$ 45.00	90	4,050.00	100	\$ 4,500.00	140	\$ 6,300.00	40	1,800.00	190	\$ 8,550
*INDICATES SI	PECIAL PROVISION		TOTAL = \$	57,971.25	TOTAL =	\$ 68,779.61	TOTAL	.= \$ 98,586.47	TOTAL = \$	\$ 25,834.50	TOTAL	_= \$ 62,831

				GRIND 2" & 2'	% PATCHIN	IG	TOTAL	_S	
				WIDTH (FT)=	2	26			
				LENGTH (FT)=	90	00	LENGTH (FT)=		25,440
				AREA (SY)=	2,6	600	AREA (SY)=		72,264
				CURB & GUTTER	YI	ES			
				SHOULDER	N	10			
				CAPTON	IS LANE		BASE I	3ID	
IMBER	ITEM	UNIT	UNIT COST			COST	BASE E	3ID	TOTAL COS
	ITEM PREPARATION OF BASE	UNIT CU YD	UNIT COST 0.70			_COST		SID \$	TOTAL COS
300100						COST - -	QUANTITY	\$ \$ \$	
300100 300200	PREPARATION OF BASE	CU YD	0.70 15.00			- - 25.80	QUANTITY 6323	\$ \$ \$	4,42
800100 800200 600275	PREPARATION OF BASE AGGREGATE BASE REPAIR	CU YD TON	0.70 15.00	QUANTITY 0 0		-	QUANTITY 6323 367	\$ \$ \$ \$	4,42

*INDICATES S	PECIAL PROVISION			TOTAL:	= \$	39,561.30	TO'	TAL = \$	1,248,878.45
	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	36.00		\$	2,160.00	2480	\$	89,280.00
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	720.00	0	\$	-	23	\$	16,560.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4.75	14	\$	66.50	237	\$	1,125.75
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	2.40	0	\$	-	295	\$	708.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	1.60	0	\$	-	105	\$	168.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	0.98	0	\$	-	7625	\$	7,472.50
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4.75	0	\$	-	160	\$	760.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	0.25	0	\$	-	80	\$	20.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	0.25	0	\$	-	200	\$	50.00
48101200	AGGREGATE SHOULDERS, TYPE B	TON	31.50	0	\$	-	610	\$	19,215.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	3.40	0		·	6323	\$	21,498.20
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	2.40	2860	\$	6,864.00	79560	\$	190,944.00
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	78.75	250	\$	19,687.50	6780	\$	533,925.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	75.00	0	\$		980	\$	73,500.00
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	82.75	130	\$	10,757.50	3420	\$	283,005.00
	BITUMINOUS MATERIALS (PRIME COAT)	POUND	0.01	2580	\$	25.80	71590	\$	715.90

ALTERNATE 1 - MISCELLANEOUS PATCHING					MISCELLANEOUS PATCHING			
NUMBER	ITEM	UNIT	QUANTITY		UNIT COST		TOTAL COST	
*NA	MISCELLANEOUS PATCHING, 6" (SPECIAL)	SQ YD	1800	\$	47.00	\$	84,600.00	
*INDICATES SPECIAL PROVISION						¢	84 600 00	

ALTERNATE 2 - MISCELLANEOUS AGGREGATE SHOULDERS

NUMBER ITEM UNIT QUANTITY UNIT COST TOTAL COST

48101200 | AGGREGATE SHOULDERS, TYPE B TON 800 \$ 32.00 \$ 25,600.00

*INDICATES SPECIAL PROVISION TOTAL = \$ 25,600.00

ALTERNATE 3	3 - 67TH STREET WIDENING	67TH STREET WIDENING			
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST
20200100	EARTH EXCAVATION	CU YD	255	\$26.50	\$6,757.50
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	250	\$28.50	\$7,125.00
20400800	FURNISHED EXCAVATION	CU YD	100	\$25.00	\$2,500.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	250	\$30.00	\$7,500.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	125	\$0.01	\$1.25
40600627	LEVELING BINDER (MACHINE METHOD), IL-9.5FG, N50	TON	90	\$78.00	\$7,020.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	200	\$78.00	\$15,600.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	110	\$75.00	\$8,250.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5"	SQ YD	1,100	\$2.40	\$2,640.00
*44201723	CLASS D PATCHING, 6" (SPECIAL)	SQ YD	220	\$43.00	\$9,460.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	950	\$1.55	\$1,472.50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	115	\$2.20	\$253.00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	120	\$4.20	\$504.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	25	\$7.05	\$176.25
*INDICATES S	PECIAL PROVISION			TOTAL =	\$ 69,259.50





CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 22, 2020

City of Darien City Hall 1702 Plainfield Rd Darien, IL 60561

Attention:

Dan Gombac

Subject:

City of Darien - 2020 Road Program

(CBBEL Project No. 19-0543)

Dear Dan:

On Wednesday, January 22nd, 2020 at 10:00 a.m., bids were received at the City of Darien City Hall for the 2020 Road Program. There were seven (7) bids received for this project. Below is our engineer's estimate and bid results. I have attached the complete bid results separately. The low bid is in **bold** for the base and alternate bids.

COMPANY NAME		BASE BID AMOUNT	ALT	TERNATE 1 BID AMOUNT	AL	TERNATE 2 BID AMOUNT	ALT	ERNATE 3 BID
ENGINEER'S ESTIMATE	Ś	1,364,687.75	\$	81,000.00	\$	20,000.00	\$	113,600.00
A LAMP CONCRETE CONTRACTORS	Ś	1,393,348.80	\$	118,800.00	\$	48,000.00	\$	97,833.25
M&J ASPHALT PAVING COMPANY, INC.	Ś	1,532,589.15	\$	120,600.00	\$	54,800.00	\$	116,205.25
BROTHERS ASPHALT PAVING, INC.	\$	1,218,373.45	\$	90,000.00	\$	40,000.00	\$	91,336.25
	\$	1,476,287.40	\$	106,200.00	\$	43,200.00	\$	137,620.00
BUILDERS PAVING, LLC SCHROEDER ASPHALT SERVICES, INC.	\$	1,248,878.45		84,600.00	\$	25,600.00	\$	69,259.50
	\$	1,360,760.30		102,600.00	\$	40,000.00	\$	93,371.25
LINDAHL BROTHERS, INC. K-FIVE CONSTRUCTION CORP.	Ś	1,322,996.65	\$	122,400.00	\$	37,200.00	\$	90,547.50

It is our understanding the City Staff has budgeted for the award of the base bid and all three alternates to Schroeder Asphalt Services, Inc. in the amount of \$1,428,337.95. Schroeder Asphalt Services, Inc. has done work for the City in the past and CBBEL believes their bid to be in order. Therefore, the City suggests accepting Schroeder Asphalt Services, Inc.'s bid.

Enclosed for your review are the reviewed bid tabulations. If you have any other questions, please do not hesitate to contact me.

Sincerely,

Lee M. Fell, PE

Assistant Department Head – Civil Engineering Design

CITY ATTORNEY

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2020 STREET MAINTENANCE PROJECT BETWEEN THE CITY OF DARIEN AND SCHROEDER ASPHALT SERVICES, INC., THE FOLLOWING SCHEDULE OF PRICING: BASE BID - \$1,248,878.45; ALTERNATE 1 – PATCHING - \$84,600.00; ALTERNATE 2 – AGGREGATE SHOULDERS - \$25,600.00; ALTERNATE 3 – 67TH STREET WIDENING - \$69,259.50 FOR A TOTAL OF \$\$ 1,428,337.95

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract for the 2020 Street Maintenance Program, between the City of Darien and Schroeder Asphalt Services Inc., including the Base Bid in the amount of \$1,248,878.45 Alternate 1 – Patching - \$84,600.00; Alternate 2 – Aggregate Shoulders - \$25,600.00; Alternate 3 – 67th Street Widening - \$69,259.50 for a total of \$1,428,337.95, 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 20th day of April, 2020.

AYES:

NAYS:

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

COUNTY, ILLINOIS this 20th day of April, 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



	RES			Loc	County al Public Agency	DuPage Exhibit A
-				LUC	Section Number	
						Various
_	THE ACREMENT was do and a small state			-l t	riodio	Various
1.	THIS AGREEMENT, made and conclude	ed the		day of _	Mo	onth and Year
	between the City			of		Darien
	acting by and through itsN	layor and	C ounc	il of Aldermen	known a	as the party of the first part, and
				his/their e	xecutors, administra	ators, successors or assigns,
	known as the party of the second part.					•
2.	Witnesseth: That for and in considerati be made and performed by the party of presents, the party of the second part a all the work, furnish all materials and specifications hereinafter described, and the Engineer under it.	the first grees wit all labo	part, and had necessary	nd according to party of the first essary to comp	the terms express part at his/their ow plete the work in	ed in the Bond referring to these in proper cost and expense to do accordance with the plans and
3.	And it is also understood and agreed Business Office, Apprenticeship or Train 2020 Road Program			ertification, and		to attached, and the Plans for
	are essential documents of this contract	t and are	a part l		0-	- V-
			•			
4.	IN WITNESS WHEREOF, The said partic	es have e	execute	d these present	s on the date above	e mentioned.
Att	rest:		The	City	_ of	Darien
		Clerk	Ву		Party of the Fire	
10					Party of the Fire	st Part
(3)	eal)				(If a Corp	oration)
			Corn	arata Nama	(
			•	orate Name		
			Ву	President		Party of the Second Part
				Fresident		Faity of the Second Fait
					(If a Co-Pa	rtnership)
Att	rest:					
-	Secretary					
			,	Partne	ers doing Business	under the firm name of
			12		Party of the S	econd Part
					(If an ind	ividual)
					Party of the S	econd Part



Contract Bond

Roule	
County	DuPage
	City of Darien
Section	****
We,	
a/an) Individual Co-partnership Z Corporation organized under the laws of the Sta	te of Illinois
as PRINCIPAL, and	
	as SURETY,
are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the per	nal sum of
Dollars (), lawful money of the
United States, well and truly to be paid unto said LA, for the payment of which we bind ourselve administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.	s, our heirs, executors, ent.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the sa signed by their respective officers this	aid SURETY have caused this instrument to be day of A.D. 2020	
	PRINCIPAL	
(Company Name)	(Company Name)	
By:	Ву:	
(Signature & Title)	(Signature & Title)	
Attest:	Attest:	
(Signature & Title) (If PRINCIPAL is a joint venture of two or more contractor affixed.)	(Signature & Title) rs, the company names and authorized signature of each contractor must	t be
STATE OF ILLINOIS,		
COUNTY OF		
Ι,	, a Notary Public in and for said county, do hereby certify that	
who are each personally known to me to be the sa		
My commission expires	Notes: Dublic	M)
	Notary Public (SEA	·-,
	SURETY	
	Ву:	
(Name of Surety)	(Signature of Attorney-in-Fact)	
STATE OF ILLINOIS.	(SEA	AL)
COUNTY OF	,	,
Ι,	, a Notary Public in and for said county, do hereby certify that	
(Insert names of in	ndividuals signing on behalf or SURETY)	
who are each personally known to me to be the sa of SURETY, appeared before me this day in perso instrument as their free and voluntary act for the us	time persons whose names are subscribed to the foregoing instrument on and acknowledged respectively, that they signed and delivered said	behalf
My commission expires	Notes Bublis (SEA	AL Y
	Notary Public (SEA	· - /
Approved this day of	, A.D. <u>2020</u>	
Attest:		
	City of Darion	
	City of Darien (Awarding Authority)	
Cle		
Ole	(Chairman/Mayor/President)	

							С	ounty	DuPa	age	
		В		M		Loca	al Public A	gency	City	of Darien	
	PROPOSAL					Section Number					
							1	Route			
1.	Proposal of	Schr	oeder A	Asphalt Se	ervices,	Inc.					
		P.O.	Box 83	1, Huntle	y, IL 60	142					
	binder, binde	r course	, surface co	e section by the ourse, roadway work prepared b	widening, pav	ement mark	ings and p	atching	g, all a	s further de	
	a total distan	ce of _	25,440	feet, of which	a distance of	25,440	_ feet, (4.8	2 m	iles) are to	be improved.
2.	The plans for	the prop	osed work	are those prepa	ared by Chri	stopher B. E	Burke Engi	neerin	g. Ltd.		
3.	"Standard Sp	ecification	ons for Roa	rein are those po d and Bridge Co l in effect on the	onstruction" ar	nd the "Supr	olemental S	portatio Specifi	on and cations	designate and Recu	d as Irring Special
4.	The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.										
5.	 The undersigned agrees to complete the work within25 working days, unless additional time is granted in accordance with the specifications. 										
6.	A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to:										
	City of Darier	Clerks	Office								

- 7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check is placed in another proposal, it will be found in the proposal for:
- 8. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
- 9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
- 10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
- 12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

The amount of the check is

(5% of bid amount).

SCHEDULE OF PRICES

DuPage	
City of Darien	
N/A	
N/A	
	City of Darien N/A

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

	Bidder's Proposal for Making Entire Improvements									
	Bidder's Proposal for BASE BID	Proposal for I	RASE RID							
Item No.	Items	Unit	Quantity	Unit Price	Total Cost					
35800100	PREPARATION OF BASE	SQ YD	6323	,70	4,426.10					
35800200	AGGREGATE BASE REPAIR	TON	367	15.00	5,505.00					
40600275	BITUMINOUS MATERIALS (PRIME COAT)	POUND	71590	.01	715.90					
40600825	POLYMERIZED LEVELING BINDER (MACHINE METHOD), N50	TON	3420	82.75	283,005.00					
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	980	75.00	73,500.60					
40603335	HOT MIX ASPHALT SURFACE COURSE, MIX D, N50	TON	6780	78.75	533, 925,00					
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	79560	2.40	190,944.00					
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	6323	3.40	21,498,20					
48101200	AGGREGATE SHOULDERS, TYPE B	TON	610	31.50	19,215.00					
70300100	SHORT TERM PAVEMENT MARKING	FOOT	200	,25	50.00					
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	80	, 25	20.00					
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	160	4,75	760.00					
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	7625	.98	7.472.50					
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	105	1.60	168.00					
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	295	2.40	708.00					
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	237	4.75	1,125,75					
*XX002258	STRUCTURES TO BE ADJUSTED (SPECIAL)	EACH	23	720.00	16,560,00					
*XX006392	CLASS D PATCHES, 6" (SPECIAL)	SQ YD	2480	36.00	89,280,00					
	Bidder's Proposal for BASE BID				1, 248,878.45					

SCHEDULE OF PRICES

County	DuPage
Local Public Agency	City of Darien
Section	N/A
Route	N/A

Schedule for Multiple Bids

Combination Letter	Sections Included in Combinations	Total		
		-		

Schedule for Single Bid

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

		Bidde	er's Proposal for M	aking Entire Improvemen	nts
	Bidder's Proposal for ALTERNATE 1 BID -	MISCELLANEOUS P	ATCHING		
	Bio	der's Proposal for AL	TERNATE 1 BID		
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
*NA	MISCELLANEOUS PATCHING, 6" (SPECIAL)	SQ YD	1800	47.00	84,600.00
	Bidder's Proposal for ALTE	ERNATE 1 BID			84,600.00

SCHEDULE OF PRICES

	County DuPage
	Local Public Agency City of Darien
	Section N/A
	Route N/A
Schadula for Multiple Ride	

Combination Letter	Sections Included in Combinations	Total

Schedule for Single Bid

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

		Bidde	er's Proposal for	Making Entire Improveme	ents
	Bidder's Proposal for ALTERNATE 2 BID - MISCE	LLANEOUS AGGREG	ATE SHOULDE	RS	
		Bidder's Proposal for AL	TERNATE 2 BIC		
Item No.	Items	Unit	Quantity	Unit Price	Total Cost
48101200	AGGREGATE SHOULDERS, TYPE B	TON	800	32.00	25.600.00
	Bidder's Proposal for AL	TERNATE 2 BID			25.600.00

SCHEDULE OF PRICES

County DuPage Local Public Agency City of Darien
Section N/A
Route N/A

Schedule for Multiple Bids						
Combination Letter	Sections Included in Combinations	Total				

Schedule for Single Bid (For complete information covering these Items, see plans and specifications)

	S				
	Bidder's Proposal for ALTERNATE 3 BID - 671				
Item No.	ltems Bidders	Unit	TERNATE 3 BIL Quantity	Unit Price	Total Cost
20200100	EARTH EXCAVATION	CU YD	255	26,50	6,757.50
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	250	28,50	7,125.00
20400800	FURNISHED EXCAVATION	CU YD	100	25.00	2,500.00
*30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	250	30.00	7,500.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	125	.01	1,25
40600627	LEVELING BINDER (MACHINE METHOD), IL-9.5FG, N50	TON	90	78.00	7.020.00
40603335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", N50	TON	200	78.00	15,600.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	110	75.00	8.250.00
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2.5"	SQ YD	1,100	2.40	2.640.00
*44201723	9,460.00				
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	950	1.55	1,472,50
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	115	2.20	253,00
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	120	4.20	504.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	25	7.05	176,25
	Bidder's Proposal for ALTERNA	TE 3 BID			69,259.50

	County _[DuPage
SIGNATURES		ity of Darien
	Section Number	
	Route	••
(If an individual)		
Signature of Bidde	r	=
Business Address		
(If a partnership)		
	e	
Signed B	y	
Business Address	s	
,		
Inset Names and Addressed of All Partners		
(If a corporation)		
	Schroeder Asphalt	Services. Inc.
		71
Signed By	1 1 10 11 11 11 11	1. 11.
Signed 5	, Same Jel	bredle
	Pres	dent
	Pres. P.O. Box 831	dent
	Pres	dent
Business Address	Pres. P.O. Box 831 Huntley, IL 60142	dent
Business Address	Pres. P.O. Box 831	dent
Business Address Presiden	Pres. P.O. Box 831 Huntley, IL 60142	dent
Business Address President Insert Names of Officers Secretary	Pres. P.O. Box 831 Huntley, IL 60142 Ronald Schroeder Grace Foss	dent
Business Address President Insert Names of Officers Secretary	Pres. P.O. Box 831 Huntley, IL 60142 Ronald Schroeder	dent
Business Address President Insert Names of Officers Secretary	Pres. P.O. Box 831 Huntley, IL 60142 Ronald Schroeder Grace Foss	dent
Business Address President Insert Names of Officers Secretary	Pres. P.O. Box 831 Huntley, IL 60142 Ronald Schroeder Grace Foss	dent

Affidavit of Illinois Business Office

BLR 12326 (01/08/14)

						blic Agency ion Number	DuPage City of Darien Various		=
State	of	Illino	ls	_)					
Coun	ty of	McHenr	У) ss.)					
l,	Rona	ld Schroe		of	Huntley (City of A	fiant)		linois State of Affiant	
being	first du	•	n oath, states a	as follows:	(======================================	•	,-		
1.	That I	am the	Preside	nt or position	of	Schroede	er Asphalt bidder	Services,	Inc.
2.	That I	have person	al knowledge o	•	herein stated.		Olddel		
3.		-	_		oeder Asph	alt Servi (bidder)	ces, Inc., v	vill maintain a	
bu	siness	office in the S	State of Illinois	which will b	e located in	McHenr	<u> </u>	County, Illi	nois.
4.			office will serve	•	mary place of	employment	for any persons	employed in th	e
5.		his Affidavit is rement Code		quirement o	f state law as	6	Section 30-22(8) Signature Conald Schro (Print Name of	re)	
This i	nstrum	ent was ackn	owledged befo	re me on	22nd day	of Janua	ry	2020	В
(SEAI	,,,,	OFFIC Notary Public	R GRIEBEL IAL SEAL - State of Illinoi Expires Apr 03, 2	6 021		Spece	(Signature of No	ary Public)	

Printed 11/7/2019

STREET	LIMITS	ROAD LENGTH	WIDTH	SQUARE YARDS	SCOPE	GUTTER
Janet Avenue	Clarendon Hills Road - IL Rt. 83	2,850	23	7,283	2" MILLING	
Sunrise Avenue	Janet Avenue – Elm Street	980	19	2,069	2" MILLING	
Elm Street	Clarendon Hills Road - IL Rt. 83	2,700	25	7,500	2" MILLING	
67 th Street	Cass Avenue - Clarendon Hills Road	5,280	24	14,080	2" MILLING	✓
Ridge Road	67 th Street - Limit	650	26	1,878	2" MILLING	✓
Hinsbrook Avenue	Cass Avenue - Seminole Drive	1,465	34	5,534	2" MILLING	✓
Timber Lane	Darien Lane - Richmond Avenue	1,760	24	4,693	2" MILLING	✓
Hickory Lane	Darien Lane - Seminole Drive	1,080	26	3,120	2" MILLING	✓
Holly Avenue	Wilcox Avenue - Williams Street	3,300	26	9,533	2" MILLING	✓
Barclay Road	Manning Road - Green Valley Road	870	26	2,513	2" MILLING	✓
Bedford Lane	Barclay Road - Surrey Drive	330	27	1,650	FULL-DEPTH	✓
Surrey Drive	Bedford Lane - Green Valley Road	700	25	1,944	FULL-DEPTH	✓
Marlborough Lane	Lyman Avenue - Wakefield Drive	995	25	2,764	FULL-DEPTH	✓
Drover Court	Drover Lane - Limit	330	24	1,525	2" MILLING	✓
Harvest Place	Beller Drive - Meadow Lane	1,250	26	3,611	2" MILLING	✓
0	N. Frontage Road - N Frontage Road	900	26	2,600	2" MILLING	_
Captons Lane 2020 ROAD PROGRAM - A	TOTAL =	25,440		72,299		
	TOTAL =	25,440 ROAD LENGTH	WIDTH	72,299 SQUARE YARDS	SCOPE	
2020 ROAD PROGRAM - A	TOTAL =		WIDTH N/A		SCOPE MISCELLANEOUS PATCHING, 6" (SPECIAL)	CURB AND GUTTER
2020 ROAD PROGRAM - A	TOTAL =	ROAD LENGTH		SQUARE YARDS	MISCELLANEOUS PATCHING, 6"	GUTTER
2020 ROAD PROGRAM - A	TOTAL = ALTERNATE 1 BID LIMITS Various Streets TOTAL =	ROAD LENGTH		SQUARE YARDS	MISCELLANEOUS PATCHING, 6"	GUTTER
2020 ROAD PROGRAM - A STREET Miscellaneous Patching	TOTAL = ALTERNATE 1 BID LIMITS Various Streets TOTAL =	ROAD LENGTH		SQUARE YARDS	MISCELLANEOUS PATCHING, 6"	N/A
2020 ROAD PROGRAM - A STREET Miscellaneous Patching 2020 ROAD PROGRAM - A	TOTAL = ALTERNATE 1 BID LIMITS Various Streets TOTAL =	ROAD LENGTH N/A 0	N/A	1,800 1,800	MISCELLANEOUS PATCHING, 6" (SPECIAL) SCOPE AGGREGATE SHOULDERS, TYPE	N/A
2020 ROAD PROGRAM - A STREET Miscellaneous Patching 2020 ROAD PROGRAM - A STREET Miscellaneous Aggregate	TOTAL = LIMITS Various Streets TOTAL = LITERNATE 2 BID LIMITS	ROAD LENGTH N/A 0 ROAD LENGTH N/A	N/A WIDTH	1,800 1,800 TONS	MISCELLANEOUS PATCHING, 6" (SPECIAL) SCOPE AGGREGATE	QUTTER N/A CURB AND GUTTER
2020 ROAD PROGRAM - A STREET Miscellaneous Patching 2020 ROAD PROGRAM - A STREET Miscellaneous Aggregate	TOTAL = ALTERNATE 1 BID LIMITS Various Streets TOTAL = ALTERNATE 2 BID LIMITS Various Streets TOTAL =	ROAD LENGTH N/A 0 ROAD LENGTH N/A	N/A WIDTH	1,800 1,800 1,800 TONS	MISCELLANEOUS PATCHING, 6" (SPECIAL) SCOPE AGGREGATE SHOULDERS, TYPE	QUTTER N/A CURB AND GUTTER
2020 ROAD PROGRAM - A STREET Miscellaneous Patching 2020 ROAD PROGRAM - A STREET Miscellaneous Aggregate Shoulders	TOTAL = ALTERNATE 1 BID LIMITS Various Streets TOTAL = ALTERNATE 2 BID LIMITS Various Streets TOTAL =	ROAD LENGTH N/A 0 ROAD LENGTH N/A	N/A WIDTH	1,800 1,800 1,800 TONS	MISCELLANEOUS PATCHING, 6" (SPECIAL) SCOPE AGGREGATE SHOULDERS, TYPE	QUTTER N/A CURB ANC GUTTER

Start Date

No work shall begin before May 15, 2020 without City approval.

Completion Date

All work shall be completed within 25 working days from the start date including all punch list items.

Rejection of Bids

The City reserves the right to defer the award of the contract for a period not to exceed ninety (90) calendar days after the date bids are received, and to accept or reject any or all proposals and to waive technicalities.



AGENDA MEMO

City Council April 20, 2020

ISSUE STATEMENT

Consideration for the authorization to execute an Illinois Department of Transportation Resolution, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2020/21 General Maintenance items in the amount of \$681,899.16 for a period from May 1, 2020 through April 30, 2021.

RESOLUTION BACKUP

BACKGROUND/HISTORY

The City of Darien utilizes Motor Fuel Tax Funds (MFT) for expenditures related to various street maintenance functions. The funding provides for expenditures for such items as salaries, the purchase of rock salt, cold and hot bituminous surface mixes, and storm sewer related items, various aggregate materials and road striping. Because MFT funds are utilized, the City Council is required to adopt a resolution authorizing the expenditure of the proposed funding related to the general maintenance items. Attached as, <u>Attachment A</u> is the Bureau of Local Road Forms Municipal Estimate of Maintenance Costs and Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 14222 and BLR 09150).

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda, New Business for formal approval.



April 8, 2020

Mr. Anthony Quigley, P.E.
Deputy Directors of Highways,
Region One Engineer
Division of Highways/Region One/District One
201 West Center Ct.
Schaumburg, IL 60196-1096

RE:

Section Number 21-00000-00-RF

Dear Mr. Quigley:

In accordance with the Bureau of Local Roads and Streets Administrative Policy Manual, the following is an estimate of the allotted MFT monies to spend by the City during the Fiscal Year ending April 30, 2021:

Estimated Total Expenditures for:

FICA \$15,190 IMRF \$33,222 MEDICARE \$ 3,553

TOTAL

\$51,965

If you have any questions regarding this matter, please contact Dan Gombac, Director of Municipal Services at dgombac@darienil.gov or via telephone at (630)353-8106.

Sincerely,

CITY OF DARIEN

Daniel Gombac

Director of Municipal Services

cc:

Bryon Vana, City Administrator Julie Saenz, City Accountant

Office: 630-852-5000 Fax: 630-852-4709 www.darienil.us



Local Public Agency General Maintenance



Estimate of Maintenance Costs

Submittal Type Original

Maintenance Period

Local Public AgencyCountySection NumberBeginningEndingCity of DarienDuPage21-00000-00-GM05/01/2004/30/21

Maintenance Items

				Maintena	nce Items			
Maintenance Operation	Maint Eng Category	Insp. Reg.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1)Aggregate Stone	IIA	r toq.	Stone CA-6 CA-7	Tons	1,000	\$16.25	\$16,250.00	
(Should Maint)			Labor-5 Gen Util Wkrs	Av Hr	15	\$42.00	\$630.00	\$16,880.00
, ,			City Staff	AVIII	13	φ42.00	φ030.00	φ10,000.00
(Culvert Backfill)								
2)Pavement Patching-hot	IIB		Surface Bituminous hot pothole patching	Tons	310	\$55.00	\$17,050.00	
			Labor-5 Gen Util Wkrs City Staff	Av Hr	335	\$36.61	\$12,264.35	
			Surface Bituminous cold pothole patching	Tons	80	\$60.00	\$4,800.00	
			Labor-5 Gen Util Wkrs City Staff	Av Hr	48	\$27.53	\$1,321.44	\$35,435.79
3)Snow & Ice Control	I		Road Salt-Joint Purchase w/Dupage County	Tons	2,500	\$85.50	\$213,750.00	
	IIA		Geo Melt 55 NIGP Code	Gallons	9,000	\$2.00	\$18,000.00	
	IIA		Geo Melt Labor to Treat Salt Outsource	Tons	1,000	\$15.00	\$15,000.00	
	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	1,442	\$37.53	\$54,118.26	
	IIA		Therma Point	Gallons	2,000	\$15.00	\$30,000.00	\$330,868.26
4)Storm Sewer Maint	IIA		Storm Sewer Material	LS	1	\$18,500.00	\$18,500.00	
			Labor-5 Gen Util Wkrs City Staff	Av Hr	1,535	\$33.26	\$51,054.10	\$69,554.10
5)Pavement Marking	IIB		Striping-Paint Thermal Contract NWMC	LS	1	\$34,500.00	\$34,500.00	
			Labor-5 Gen Util Wkrs CityStaff	Av Hr	86	\$36.01	\$3,096.86	\$37,596.86
6)Street Sign Maint	IIA		Signs	LS	1	\$10,000.00	\$10,000.00	
	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	85	\$36.01	\$3,060.85	\$13,060.85
7)Mowing(Public ROW)	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	1,265	\$28.15	\$35,609.75	\$35,609.75
8)Catch Basin Cleaning	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	275	\$37.07	\$10,194.25	
Catch Basin Cleaning Jetting	IIA		Equipment-Rental	LS	1	\$5,000.00	\$5,000.00	\$15,194.25
9)Tree Trimming/ Removals	IIA		Tree Trimming	Av Hr	200	\$25.00	\$5,000.00	
·			Labor-5 Gen Util Wkrs City Staff	Av Hr	385	\$49.18	\$18,934.30	\$23,934.30
10)Concrete Gen Maint Inspection	IIA		Labor-1 Gen Util Wkr City Staff	Av Hr	480	\$35.00	\$16,800.00	\$16,800.00

Estimate of Maintenance Costs

Submittal Type Original

Maintenance Period

Local Public Agency			County		Sectio	n	Beginnir	ng	Ending
City of Darien			DuPage	:	21-00	0000-00-GM	05/01/20	0	4/30/21
					<u> </u>				
11)Energy Power Distribution	IIB	Power Cost - Com Ed/Cons		LS	1	\$35,000.	00 \$	\$35,000.00	\$35,000.00
Distribution		Com Ed/Cons	stellation				Total Operat	tion Cost	\$629,934.16
									, , , , , , ,
						Estimate of Mair	ntenance Cost	ts Summa	ary
Maintenance					MFT Fur	nds (Other Funds	E	stimated Costs
Local Public Ager	ncy Labor								
Local Public Ager	ncy Equipn	nent							
Materials/Contrac	cts(Non Bio	l Items)							
		equest for Quotatior	ns (Bid Item	ns)					
Formal Contract ((Bid Items)								
		Ма	intenance	Total					
						Estimated Mainte			
Maintenance En	-				MFT Fur	nds (Other Funds	Т	otal Est Costs
Preliminary Engir	•								
Engineering Inspe	ection								
Material Testing									
Advertising									
Bridge Inspection	Engineeri								
		Maintenance Er	ngineering	Total					
		Total Estimate	ed Mainter	nance					
Remarks				'					
		SUBMITTED							
Local Public Age			Date						
	,								
Title			\neg				APPROVED)	
					Regiona	l Engineer			
County Engineer	/Superinter	ndent of Highways	Date			ent of Transport	ation		Date



Request for Expenditure/Authorization of Motor Fuel Tax Funds



Local Public Agency	Туре		County	Section Number
City of Darien	City		DuPage	21-00000-00-GM
I hereby request authorization to expend Motor F	uel Tax Funds as ir	ndicated below:		
P	urpose			Amount
County Engineer/Superintendent Salary & Expen	ses			
Contract Construction				
Day Labor Construction				
Engineering				
Engineering Investigations				
IMRF/Social Security				\$51,965.00
Maintenance				
Maintenance Engineering				
Obligation Retirement				
Other				
Right-of-Way (Itemized on 2nd page)				
			TOTAL	\$51,965.00
Comments				
Comments				
		Local Publi	c Agency Official	Date
		Title		
		Title		
			Appr	oved
		Regional E		Date
		Departmen	t or Transportation	Date
Department of Transportation Use				
	ate			

Itemization of Right-of-Way Request

Street/Road Number Property Involved Property Owner Right-of- Street/Road Number Property Involved Property Owner Right-of- Street/Road Number Property Involved Property Owner Right-of- Way Costs Cost of Land Natural Acquired Acquired Acquired Property Owner Right-of- Way Property Involved Property Owner Right-of- Way Property Owner	Loca	ation of Pi	roperty	iternization of Rig		, rioquoot			
TOTAL		Parcel	Address of	Property Owner	Right-of-	Relocation Costs	Cost of Land Acquired	Damage to Land not	Total
Add Item								TOTAL	



Resolution for Maintenance Under the Illinois Highway Code



	Resolution Number	Resolution Type	Section Number
		Original	21-00000-00-GM
Council		of the	City of
IIIIno	is that there is hered	by appropriated the sum	of Six Hundred Eighty -
- Nine and 16/1	00	Dollars (\$681,899.16
			
intaining streets ar	nd highways under th	ne applicable provisions	of Illinois Highway Code from
City	of	Dar	ien
of the maintenance	e period as stated al	Name of Local pove, to the Department	of Transportation, on forms
s hereby directed t	o transmit four (4) co	eritified originals of this r	resolution to the district office
	City	_Clerk in and for said _	City
Local P			
.V	_ in the State of Illino	ols, and keeper of the re	cords and files thereof, as
•	perfect and complete	e copy of a resolution ac	lopted by the
f	Darien	at a mee	eting held on 04/20/20 .
Name	e of Local Public Agen	су	Date
set my hand and s	eal this 20th Day		nth, Year
	Clerk Signature		
		APPROVE	D
	Regional Engine	er	
	Regional Engined	er	Date
	Governing Body Typ Illino Nine and 16/1 intaining streets ar operations as listed opproved in connect City al Public Agency Typ of the maintenance ement showing expropriation, and shereby directed to Local P	Council Governing Body Type	Council of the Cocal Public Agency Type Original



AGENDA MEMO

City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution awarding a contract to Homer Tree Care, Inc in an amount not to exceed \$147,000.00 for the City's 2020/21 Tree Trimming and Removal Program.

RESOLUTION

BACKGROUND/HISTORY

The proposed tree trimming program consists of trimming approximately 1,750 parkway trees, approximately 65 tree removals and stump grinding. Below are the subdivisions to be trimmed:

- Darien Club
- Downers Fairview
- Brookhaven Manor
- Alison Court

This year's program also includes contract pricing for the *Private Property Tree Trimming Program* to all the residents. The program would allow residents to have their private property trees trimmed or removed and stump grinding at the residents expense. The trimming will include removal of perished, diseased, interfering and weak branches, as well as removal of under branches as requested. The bid included unit prices for Private Property Tree Trimming that would be paid for directly by the residents. The bid price for the Private Property tree trimming is \$250.00 per tree in the front yard and \$375.00 per tree in the back yard. The contract also includes unit pricing for private property tree removal, and stump grinding. The contract begins December 1, 2020 through November 30, 2021.

Private Property Tree Trimming

Tree Trimming – Front Yard	Each	\$250.00
Tree Trimming - Back Yard	Each	\$375.00
Tree Removal per BH (Front)	Per Inch	\$ 40.00
Tree Removal per DBH (Back)	Per Inch	\$ 55.00
Stump Grinding – Front	Each	\$150.00
Stump Grinding - Back	Each	\$200.00

The contract calls out for unit pricing for emergency services through November 30, 2021. Please find labeled as <u>Attachment A</u>, the bid results that were opened on March 5, 2020. The City received three (3) responsive bids. Please note there are two optional contract extensions for 2021-22 and 2022-23 that may be exercised by the City. The contract extensions will be formally entertained at a future date, pending budget approval.

2020-21 CITY OF DARIEN TREE REMOVAL SCHEDULE							
DESCRIPTION	UNIT	QUANTITY	UNI	T PRICE		COST	
Tree Trimming	Each	1,750	\$	54.00	\$	94,500	
Tree Removal per DBH and Ash Borer Removals	Per Inch	1000	\$	30.00	\$	30,000	
Stump Removal	Each	50	\$	150.00	\$	7,500	
Emergency - Storm and Hazards	Hourly	TBD	\$	250.00	\$	15,000	
Total Proposed Cost					\$	147,000	

The proposed expenditure would be expended from the following account:

ACCOUNT	ACCOUNT	FY 20/21	PROPOSED	LANDSCAPE
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE	RESTORATION
01-30-4375	TREE TRIMMING AND REMOVAL	\$91,000.00	\$147,000	\$5,000

STAFF RECOMMENDATION

Staff recommends approval of a resolution awarding a contract to Homer Tree Care, Inc. in an amount not to exceed \$147,000 for the City's 2020/21 Tree Trimming and Removal Program. Homer Tree Care has provided very satisfactory tree care services for the City in the past.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE DECISION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda, New Business for formal approval.



BID: 2020 Tree Trimming Program

J DATE/TIME: March 5, 2020 10:00 a.m.

	1							1											
					W	inkler's Tr	ee & Landscapi	ng			1				Steve Pipe	er and Sons, In	L		
City of Darien Parkway								Ī											
Fiscal Year		•		202	0/2021	20	21/2022		202	22/2023		20	20/2	2021	20	21/2022	20	22/2	2023
		PROPOSED	1	UNIT		UNIT	TOTAL		UNIT			UNIT		TOTAL	UNIT	TOTAL	UNIT		
DESCRIPTION	UNIT	UNITS	F	PRICE	TOTAL COST	PRICE	COST		PRICE	TOTAL COST		PRICE		COST	PRICE	COST	PRICE	TO	TAL COST
Tree Trimming	Each	1,750	\$	67.00	\$ 117,250.00	\$ 69.00	\$120,750.00	\$	71.00	\$ 124,250.00		\$ 60.65	\$:	106,137.50	\$ 62.50	\$109,375.00	\$ 64.40	\$ 1	112,700.00
Tree Removal per DBH	Per Inch	100	\$	35.00	\$ 3,500.00	\$ 36.00	\$ 3,600.00	\$	38.00	\$ 3,800.00		\$ 28.65	\$	2,865.00	\$ 29.50	\$ 2,950.00	\$ 30.40	\$	3,040.00
Misc Stump Removal	Each	20	\$	120.00	\$ 2,400.00	\$ 122.00	\$ 2,440.00	\$	125.00	\$ 2,500.00		\$125.00	\$	2,500.00	\$128.75	\$ 2,575.00	\$132.60	\$	2,652.00
Subtotal - Section A					\$ 123,150.00		\$126,790.00			\$ 130,550.00			\$ 1	111,502.50		\$114,900.00		\$ 1	118,392.00
		PROPOSED	1	UNIT		UNIT	TOTAL		UNIT			UNIT		TOTAL	UNIT	TOTAL	UNIT		
DESCRIPTION	UNIT	UNITS	F	PRICE	TOTAL COST	PRICE	COST		PRICE	TOTAL COST		PRICE		COST	PRICE	COST	PRICE	TO	TAL COST
Tree Trimming-Front Yard	Each	1	\$	540.00	\$ 540.00	\$ 560.00	\$ 560.00	\$	575.00	\$ 575.00		\$100.00	\$	100.00	\$100.00	\$ 100.00	\$100.00	\$	100.00
Tree Trimming-Back Yard	Each	1	\$	810.00	\$ 810.00	\$ 834.00	\$ 834.00	\$	865.00	\$ 865.00		\$200.00	\$	200.00	\$200.00	\$ 200.00	\$200.00	\$	200.00
Tree Removal per DBH (Front	Per Inch	1	\$	50.00	\$ 50.00	\$ 52.00	\$ 52.00	\$	55.00	\$ 55.00		\$ 20.00	\$	20.00	\$ 20.00	\$ 20.00	\$ 20.00	\$	20.00
Tree Removal per DBH (Back)	Per Inch	1	\$	100.00	\$ 100.00	\$ 103.00	\$ 103.00	\$	106.00	\$ 106.00		\$ 30.00	\$	30.00	\$ 30.00	\$ 30.00	\$ 30.00	\$	30.00
Stump Grinding-Front	Each	1	\$	175.00	\$ 175.00	\$ 179.00	\$ 179.00	\$	184.00	\$ 184.00		\$100.00	\$	100.00	\$100.00	\$ 100.00	\$100.00	\$	100.00
Stump Grinding-Back	Each	1	\$	250.00	\$ 250.00	\$ 260.00	\$ 260.00	\$	269.00	\$ 269.00		\$150.00	\$	150.00	\$150.00	\$ 150.00	\$150.00	\$	150.00
Subtotal - Section B					\$ 1,925.00		\$ 1,988.00			\$ 2,054.00			\$	600.00		\$ 600.00		\$	600.00
Emergency Services	Hourly	40	\$	280.00	\$ 11,200.00	\$ 288.00	\$ 11,520.00	\$	285.00	\$ 11,400.00		\$195.00	\$	7,800.00	\$200.85	\$ 8,034.00	\$206.90	\$	8,276.00
TOTAL - SECTIONS A, B &	C				\$ 136,275.00		\$140,298.00			\$ 144,004.00			\$.	119,902.50		\$123,534.00		\$]	127,268.00
			a	as read	\$ 136,279.00	as read	\$138,102.00				_								
						Homer T	ree Care, Inc.												
City of Darien Parkway																			
Fiscal Year				202	0/2021	20	21/2022		202	22/2023		20	20/2	2021	20	21/2022	20	22/2	2023
		PROPOSED	1	UNIT		UNIT	TOTAL		UNIT			UNIT		TOTAL	UNIT	TOTAL	UNIT		
DESCRIPTION	UNIT	UNITS	F	PRICE	TOTAL COST	PRICE	COST	L	PRICE	TOTAL COST		PRICE		COST	PRICE	COST	PRICE	TO	TAL COST
Tree Trimming	Each	1,750	\$	54.00	\$ 94,500.00	\$ 54.00	7 7	\$		\$ 94,500.00			\$	-		\$ -		\$	-
Tree Removal per DBH	Per Inch	100	\$	30.00	\$ 3,000.00	\$ 30.00		\$		\$ 3,000.00			\$	-		\$ -		\$	-
Misc Stump Removal	Each	20	\$	100.00	\$ 2,000.00	\$ 100.00	7	\$	100.00	\$ 2,000.00			\$	-		\$ -		\$	-
Subtotal - Section A					\$ 99,500.00		\$ 99,500.00	H		\$ 99,500.00			\$	-		\$ -		\$	-
DESCRIPTION	UNIT	UNITS	F	PRICE	TOTAL COST	PRICE	COST	H	PRICE	TOTAL COST		PRICE		COST	PRICE	COST	PRICE	TO	TAL COST
Tree Trimming-Front Yard	Each	1	\$	250.00	\$ 250.00	\$ 250.00	\$ 250.00	\$	250.00	\$ 250.00			\$	_		\$ -		\$	_
Tree Trimming-Back Yard	Each	1	\$	375.00	\$ 375.00	\$ 375.00	\$ 375.00	\$	375.00	\$ 375.00			\$	-		\$ -		\$	-
Tree Removal per DBH (Front	Per Inch	1	\$	40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$	40.00	\$ 40.00			\$	-		\$ -		\$	-
Tree Removal per DBH (Back)	Per Inch	1	\$	55.00	\$ 55.00	\$ 55.00	\$ 55.00	\$	55.00	\$ 55.00			\$	-		\$ -		\$	-
Stump Grinding-Front	Each	1	\$	150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$	150.00	\$ 150.00			\$	-		\$ -		\$	-
Stump Grinding-Back	Each	1	\$	200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$	200.00	\$ 200.00			\$	-		\$ -		\$	-
Subtotal - Section B					\$ 1,070.00		\$ 1,070.00			\$ 1,070.00			\$	-		\$ -		\$	-
Emergency Services	Hourly	40	\$	250.00	\$ 10,000.00	\$ 250.00	\$ 10,000.00	\$	250.00	\$ 10,000.00									
	Ĭ							Ľ											
TOTAL - SECTIONS A, B &	C				\$ 110,570.00		\$110,570.00			\$ 110,570.00			\$	-		\$ -		\$	-



CITY ATTORNEY

A RESOLUTION AWARDING A CONTRACT TO HOMER TREE CARE, INC. IN AN AMOUNT NOT TO EXCEED \$147,000.00 FOR THE CITY'S 2020/21 TREE TRIMMING AND REMOVAL 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 authorizing the Mayor to award a contract to Homer Tree Care, Inc in an amount not to exceed \$147,000.00 for the City's 2020/21 tree trimming and removal program, 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 20th day of April 2020.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 20th day of April 2020.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



CITY OF DARIEN

CONTRACT

This Contract is made this	day of	, 20_	by and between the
City of Darien (hereinafter	referred to as the "CITY")	and	
(hereinafter referred to as the	ne "CONTRACTOR").		

WITNESSETH

In consideration of the promises and covenants made herein by the CITY and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the

following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties

(Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the CITY.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for <u>30 days</u> from that date until final completion. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The CITY, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall

indemnify and hold harmless the CITY, PARK DISTRICT, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR,

brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims. lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights

with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal

opportunity employers in all advertisements for workers to be employed in work to be performed. If awarded the Contract, contractor must comply with all provisions including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien 1702 Plainfield Road Darien, IL 60561

Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the City Administrator or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the CITY to make payments to third parties or make promises or representations to third parties on behalf of the CITY without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY	FOR: THE CONTRACTOR
By:	Ву:
Print Name:	Print Name:
Title: Mayor	Title:
Date:	Date:

VENDOR INFORMATION

The project is scheduled for a December 1, 2020 start date, and to be completed by no later than March 1, 2021. Two optional contract extensions may be considered and will be reviewed for recommendation by November of the respective subsequent year.

TO BE COMPLETED BY VENDOR
COMPANY NAME: Homer Tree Care Inc
CONTACT PERSON: Jim Reiter
ADDRESS: 14000 S. Archer
CITY, STATE, ZIP CODE: LOCKPOST , 16 60441
TELEPHONE NUMBER: Office 815-838-0320 Mobile 815-546-7486
FACSIMILE NUMBER: 815 - 838 - 0375
E-MAIL ADDRESS: Jim Reiter @ HomerTree. com
AUTHORIZED SIGNATURE:

Schedule of Prices - 2020/21

	γ	T		1	T .
Item				Unit	
No.	Items	Unit	Quantity	Price	Total
A	City of Darien Program	ļ			
A 1	Tree Trimming-Parkways	Each	1750	54	94,500
A 2	Tree Removal cost per DBH	Per Inch	100	30	3,000
A 3	Stump Removal	Each	20	100	2,000
	Sub-Total A1 – A3				
В	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	250	250
B 2	Tree Trimming - Back Yard	Each	1	375	375
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	40	40
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	55 150	55
B 5	Stump Grinding - Front Yard	Each	1	150	150
В6	Stump Grinding - Back Yard	Each	1	200	200
	Sub-Total B1 – B6				
C	Emergency Services				
C1	2 man crew with operating equipment, bucket	Hourly	40	250	10,000
	truck and 15 cubic yard capacity truck with a				
	100 hp brush chipper				
	Sub-Total C1				
	Total Cost Sections A, B and C				110,570
	Bid Bond is 5% of Total Costs-				
	Sections A, B and C				
	- W.E. 15				-
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The contract will be awarded on Total Cost – All quantities are subject to decrease or increase.



AGENDA MEMO

City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution to enter into a contract agreement with Compass Minerals America Inc., for the purchase of rock salt in an amount not to exceed \$206,179.24.

RESOLUTION

BACKGROUND/HISTORY

The rock salt is utilized by the Municipal Services Department for street de-icing operations during the snow season. The City continues to partner with the DuPage County for the purchase of rock salt. Recently, the County has opened sealed bids and the lowest competitive unit price was Compass Minerals America Inc. in the amount of \$81.13 per ton. The price per ton last year was \$82.96.

As part of the joint contract, the City committed to receive up to 2,500 tons of salt. Pending winter conditions the department has the ability to take an additional 500 tons (3000 total) of sodium chloride salt. The Darien Park District and Center Cass School District #66 will be purchasing up to 40 and 8 tons respectively of rock salt not to exceed \$3,245.20 and \$649.04.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 20-21 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
03-60-4249	CITY OF DARIEN 2500 Tons	\$204,000.00	\$ 202,285.00	\$1,715
	DARIEN PARK DISTRICT -			
01-30-4249	REIMBURSABLE 40 Tons	N/A	\$ 3,245.20	N/A
	CENTER CASS SCHOOL DIST 66 -			
01-30-4249	REIMBURSABLE 8 Tons	N/A	\$ 649.04	N/A
	TOTAL COSTS		\$ 206,179.24	\$1,715

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Compass Minerals America Inc., for the purchase of rock salt in an amount not to exceed \$206,179.24.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

Not approving the contract.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda for formal approval.

CITY ATTORNEY

A RESOLUTION TO ENTER INTO A CONTRACT AGREEMENT WITH COMPASS MINERALS AMERICA INC FOR THE PURCHASE OF ROCK SALT IN AN AMOUNT NOT TO EXCEED \$206,179.24

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into a contract agreement with Compass Minerals America Inc. for the purchase of rock salt in an amount not to exceed \$206,179.24 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 20th day of April, 2020.

AYES:

NAYS:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS this 20th day of April, 2020.

JOSEPH A. MARCHESE, MAYOR
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



BID BOND			
Conforms with The American Architects, A.I.A. Document N			
KNOW ALL BY THESE PRE	SENTS, That we,	Compass Minerals A	merica Inc.
	9900 W. 109th St	treet, Ste. 100 Overland Park, KS 66210	
		as Pr	rincipal, hereinafter called the Principal,
and the		RLI Insurance Company	
of	9025 N. Lindbergh Dr. Peor	ria, IL 61615	, a corporation duly organized under
the laws of the State of	Il ihois	, as Surety, hereinafter called the	Surety, are held and firmly bound unto
	DuPage County Treasurer	as	Obligee, hereinafter called the Obligee,
in the sum of		Five Percent of Amount Bid	
WHEREAS, the Principal has		ull. Dad. Calk 00 005 DOT	
NOW, THEREFORE, if the Object of accordance with the terms of a good and sufficient surety for the prosecution thereof, or in the shall pay to the Obligee the differ which the Obligee may in	bligee shall accept the bid of such bid, and give such both the faithful performance of the event of the failure of the frence not to exceed the pergood faith contract with and	and or bonds as may be specified in the such Contract and for the prompt pay the Principal to enter such Contract and got enalty hereof between the amount specified party to perform the Work covered the such co	ne bidding or Contract Documents with ment of labor and material furnished in give such bond or bonds, if the Principal ified in said bid and such larger amount
NOW, THEREFORE, if the Observation of accordance with the terms of accordance sufficient surety for the prosecution thereof, or in the shall pay to the Obligee the difference of the Obligee th	bligee shall accept the bid of such bid, and give such both the faithful performance of the event of the failure of the frence not to exceed the pergood faith contract with and	of the Principal and the Principal shall of and or bonds as may be specified in the such Contract and for the prompt pay a Principal to enter such Contract and genalty hereof between the amount specific party to perform the Work covered	enter into a Contract with the Obligee in the bidding or Contract Documents with ment of labor and material furnished in give such bond or bonds, if the Principal ified in said bid and such larger amounted by said bid, then this obligation shall

S-0054/GE 12/00

State of Utah County of Salt Lake ss:	
OnMarch 31, 2020 therein, duly commissioned and sworn, personally appeared	_, before me, a Notary Public in and for said County and State, residing
	Tina Davis
known to me to be Attorney-in-Fact of	RLI Insurance Company I foregoing instrument, and known to me to be the person who executed e duly acknowledged to me that such corporation executed the same.
IN WITNESS WHEREOF, I have hereunto set my hand and	affixed my official seal, the day and year stated in this certificate above.
My Commission Expires June 9, 2022	Linda D. Nipper Notary Public

LINDA L NIPPER
Notary Public - State of Utah
Comm. No. 700561
My Commission Expires on
Jun 9, 2022

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615 Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Instogether, the "Company") do hereby make, constitute and appoint: Tina Davis, Linda Nipper, Lindsey Plattner, Lisa Hall, jointly or severally	surance Company, each an Illinois corporation, (separately and
This Davis, Direct Hypper, Directly Flattier, Disa Han, Johnty Of Severally	
in the City of Salt Lake City, State of Utah full power and authority hereby conferred, to sign, execute, acknowledge bonds and undertakings in an amount not to exceed	its true and lawful Agent(s) and Attorney(s) in Fact, with and deliver for and on its behalf as Surety, in general, any and all Twenty Five Million Dollars
(A WORLY X TO TAIMON DOINGS
The acknowledgment and execution of such bond by the said Attorney in F executed and acknowledged by the regularly elected officers of the Compar	
RLI Insurance Company and/or Contractors Bonding and Insurance following is a true and exact copy of a Resolution adopted by the Board of	ce Company, as applicable, have each further certified that the Directors of each such corporation, and is now in force, to-wit:
"All bonds, policies, undertakings, Powers of Attorney or other obligation the Company by the President, Secretary, any Assistant Secretary, Treast of Directors may authorize. The President, any Vice President, Secretary attorneys in Fact or Agents who shall have authority to issue bonds, policies is not necessary for the validity of any bonds, policies, undertakings, signature of any such officer and the corporate seal may be printed by face	retary, any Assistant Secretary, or the Treasurer may appoint cies or undertakings in the name of the Company. The corporate Powers of Attorney or other obligations of the corporation. The
IN WITNESS WHEREOF, the RLI Insurance Company and/or Cont caused these presents to be executed by its respective	dent with its corporate seal affixed this 13th day of
SEAL SEAL SEAL	RLI Insurance Company Contractors Bonding and Insurance Company By: Barton W. Davis Vice President
State of Illinois SS	
County of Peoria	CERTIFICATE
On this 13th day of May, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.	I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 31st day of March 2020.
By: Mutchen & Gebrught Gretchen L. Johnigk Notary Public	RLI Insurance Company Contractors Bonding and Insurance Company
GRETCHEN L JOHNIGK POULLE "OFFICIAL SEAL" SIATE OF K (MO)5 My Commission Expires Mey 26, 2020	By: Jean M. Stephenson Corporate Secretary

Sean Lierz

Senior Manager-Highway Sales

D 913.344.9330 M 800.323.1641 x2 F 913.338.7945

lierzs@compassminerals.com

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The County of DuPage Finance – Procurement 3-400 421 North County Farm Road Wheaton, Illinois 60187-3978

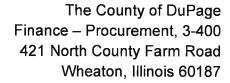
BULK ROCK SALT 20-035-DOT ADDENDUM 1

- Page 12, #4 Please clarify the bid bond and Performance bond. Is this only for Group 1? IF a vendor decides to bid Group 2A or 2B, or both 2A and 2B, will a bid bond and performance bond be required? ANSWER: Bid bond and performance bond are required for Group 1
- 2. Page 14, Bid Award Criteria The bid states that Group 2 will be awarded by each individual agency/twp/muni. Does this mean that each location will reach out to vendors to award separately?

 ANSWER: There are no insurance requirements for this bid. Yes, for Group 2, each public sector entity will contact the vendor directly to make the award.
- 3. What's the time line for the awarded vendor to receive notification they've been awarded the bid?

 ANSWER: For Group 1, DuPage County will make an award within thirty days. We will publish the bid tabulation at least a few days earlier.
- 4. Just to clarify you all wanting to purchase regular untreated bulk rock salt?

 ANSWER: The solicitation is for regular untreated bulk rock salt per the specification.
- 5. Are bidders required to offer pricing above 130% for Group 1?
 ANSWER: Yes, bidders are requested to provide pricing for quantities above 130%.





DUPAGE COUNTY NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that sealed bids will be received and time stamped by the Procurement Officer, for The County of DuPage ("County") on or before March 31, 2020, at 3:30 p.m. at the Finance Department, Room 3-400, The County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187-3978 for the following contract: BULK ROCK SALT 20-035-DOT. Bid document, including specifications, may be obtained from the Finance Department by email at donna.weidman@dupageco.org or onsite during regular business hours at no cost or from the internet via www.demandstar.com. All bids must be received prior to the date and time shown above. Bids transmitted by email or facsimile (fax) will not be accepted.

	Bid Event Activity		
March 13, 2020	Legal Notice Advertisement Placed		
March 19, 2020 4:00 p.m. CST	Questions due to Buyer via email: donna.weidman@dupageco.org		
March 25, 2020 4:00 p.m. CST	Final Q&A Addendum Published		
March 31, 2020 3:30 p.m. CST	Submittals Due to Finance Office		

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SECTION 1 - PROJECT INFORMATION

1	SUBMITTAL CHECKLIST		
х	Original signed bid with one (1) business card attached		
х	All addenda acknowledged on bid form		
x	Bid Security		
х	All mandatory forms – Bid Form, Bid Form Pricing, Signature Page, W9, Ethics, Joint Purchasing Agreement		
х	References		

AWARDED CONTRACTOR REQUIREMENTS			
Bid Security/Bid Bond for Group 1 5% Submitted with Bid Documents			
Performance and Payment Bond			
Certificate of insurance	Due within 15 days of notice of award		
Illinois Secretary of State Corporate/LLC	Due with bid submittal		
Certificate Of Good Standing For Current Year	http://www.cyberdriveillinois.com/departments/business_services/howdoi.html		

SECTION 2 - INSTRUCTIONS TO BIDDERS

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

Businesses without Internet access may contact the Procurement Services Division of the County at (630) 407-6190 for these documents.

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

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

- 2) **ON-LINE PROVIDER DISCLAIMER:** DemandStar.com has no affiliation with the County of DuPage other than as a service that facilitates communication between the County and its vendors. DemandStar.com is an independent entity and is not an agent or representative of the County. Communications to DemandStar.com do not constitute communications to the County.
- 3) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this Bid, until a Successful Bidder is selected, all requests for clarification or additional information regarding this BID, or contacts with the County personnel concerning this BID or the evaluation process must be solely to the contact person listed on the cover page of this BID.

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

- 4) BID INFORMATION AND QUESTIONS: Each Bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing Bids, Bidders are advised to rely only upon the contents of this Bid and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the Bid package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing Contact noted on the cover of this Bid, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Services Contact only before the Question Deadline indicated on the front of this document. All answers will be issued in the form of a written addendum.
- 5) **BID SUBMISSION:** To be considered, the Bid must be prepared in the manner and detail specified in this Bid. Bids must be submitted before the date and time indicated as the deadline. It is each Bidder's responsibility to ensure that the submittal is received and time-stamped prior to the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 4:00 p.m. local time, Monday through Friday, except for legal holidays to: DuPage County Procurement Services Division 421 North County Farm Road, Room 3-400 Wheaton, IL 60187.

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

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

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

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

- a) Submission of a Bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the BID and specifications and terms of the Form of Contract, and the County's Procurement Ordinance and that the Bidder understands and agrees to propose by each, and all of the stipulations and requirements contained therein.
- b) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and the person(s) signing the Bid must initial corrections in ink.
- c) Bids sent by email, facsimile, or other electronic means will not be considered.
- d) All costs incurred in the preparation and presentations of the Bid, as well as, any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the Bid will become the property of the County.
- e) Bids are subject to public disclosure after the deadline for opening in accordance with state law under the Freedom of Information Act (FOIA).
- 6) CONTRACT AWARD: The County reserves the right to withdraw the Bid, to award to one Bidder, to any combination of Bidders, by item, group of items, or total Bid. The County may waive informalities if it is in the County's interest. The Bidder(s) to whom the award is made will be notified as soon as possible. Tentative acceptance of the Bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the Bid. All Bids must be for a firm fixed price unless modified. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this Bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's Bid does not constitute a binding contract. There is no contract until the County's policies have been fulfilled. The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.

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

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

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

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

- 9) **DEVIATIONS:** The County of DuPage reserves the right to approve any material the Bidder proposes to furnish which contains deviations from specification requirements, but which may substantially comply. If there is any deviation in the pack, source, quality, etc., of any item id, from that prescribed in the specifications, Bidder must rule out the appropriate line in the specifications and clearly indicate the correction. Prices will be converted by the County to accommodate accepted deviations.
- 10) **REJECTION:** The County reserves the right to reject any or all Bids, or to accept or reject any Bid in part, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Officer or designee that the best interest of the County will be served by doing so. The County may reject any Bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback

provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other material sanction within the two (2) years immediately preceding the date of issuance of this document.

- 11) **PROCUREMENT POLICY**: Procurement for the County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the County. The Procurement Officer has the vested authority to execute all County contracts, subject to Committee and County Board approval where required.
- 12) **PROPRIETARY INFORMATION:** Under the Illinois Freedom of Information Act, all records in the possession of DuPage County are presumed to be open to inspection or copying, unless a specific exception applies. 5 ILCS 140/1.2 One exemption is "trade secrets and commercial or financial information obtained from a person or business where the trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential, and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business, and only insofar as the claim directly applies to the records requested." 5 ILCS 140/7(1)(g). The county will assume that all information provided to us in a bid or proposal is open to inspection or copying by the public unless clearly marked with the appropriate exception that applies under the Freedom of Information Act. Additionally, if providing documents that you believe fall under an exception to the Freedom of Information Act, please submit both an unredacted copy along with a redacted copy which has all portions redacted that you deem to fall under a Freedom of Information Act exception
- 13) **NON-DISCRIMINATION:** DuPage County will not contract with any person or firm that discriminates against employees or applicants for employment because of any factor not related to job performance. The Bidder must comply with all federal, state and local laws and policies that prohibit discrimination in employment contracts.
- 14) **CONTRACT NEGOTIATION**: All Bids must be firm for at least 120 calendar days from the due date of the Bid. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. There is no contract until the County's policies have been fulfilled.
- 15) **DISQUALIFICATION OF RESPONDENTS:** Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the Bid:
- Evidence of collusion among Bidders.
- 2. Lack of competency as revealed by either financial, experience, or equipment statements.
- 3. Lack of responsibility as shown by past work.
- 4. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded.
- 16) **BIDDER RESPONSIBILITIES**: The Bidder must be capable, either as a firm or a team, of providing all services as described under Specifications and/or Scope of Work Section and to maintain those capabilities until notification of the fact that their Bid was unsuccessful.

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

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

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

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

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

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

SECTION 3 - GENERAL CONDITIONS

- 1) ADDENDUM AND SUPPLEMENT TO INVITATION TO BID (ITB): If it becomes necessary or advisable to revise any part of this ITB or if additional data is necessary to enable the exact interpretation of provisions of this ITB, revisions will be provided in the form of an Addendum. Addendum information is available over the internet at www.DemandStar.com. Adobe Acrobat® Reader may be required to view this document. Bidder shall acknowledge receipt of each addendum issued in the space provided on the bid form.
- 2) APPLICABLE CODES AND ORDINANCES: Contractor hereby certifies that all materials used conform to all articles and sections of all current applicable National Building Codes and other relevant construction-related codes. Workmanship and materials shall conform to all local applicable codes and ordinances.
- 3) **ASSUMPTION OF RISK:** Until the completion and final acceptance by the County of all work under or implied by this Contract, the work shall be under the Contractor's care and charge and he shall be responsible, therefore. Contract shall rebuild, replace, repair, restore and make good all injuries, damages, re-erection, and repairs rendered necessary by causes, of any nature, to all or any portion of the work.
- 4) **CHANGES:** The County of DuPage reserves the right to make any desired change in the specifications after the same shall have been put under contract; but the change so made, with the price to be added or deducted from the contract price, therefore, shall be agreed upon in advance between County of DuPage and the successful Contractor.

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

- 5) **COMMENCEMENT OF WORK:** The successful Contractor must not commence any billable work prior to the County issuing a Notice to Proceed. Work done prior to these circumstances shall be at the Contractor's risk.
- 6) **COMMUNICATIONS:** To create a more competitive and unbiased procurement process, the County desires to establish a single point of contact throughout the procurement process. From the issue date of this solicitation, until a contract has been awarded, all requests for clarification or additional information regarding this solicitation, or contact with the County personnel concerning this solicitation or the evaluation process, must be solely to the contact person listed on the cover page of this solicitation.

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

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

- 7) **CONFIDENTIAL INFORMATION AND COUNTY PROPERTY:** It is agreed that all specifications, drawings, or data furnished by County of DuPage shall (1) remain the County of DuPage's sole and exclusive property; (2) be considered and treated by Contractor as County of DuPage's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this contract and (3) be returned upon request.
- 8) **CONTRACTOR PERFORMANCE**: The Instructions to Bidders, Bid Form, General Conditions, Special Conditions, Contract Specifications and Attached Exhibits, together with the approved purchase order shall be incorporated in and become terms of the Contract. All items shall be supplied in strict accordance with the specifications. The Contractor's performance under the terms of the Contract shall be to the satisfaction of the County. Failure to comply with any statutory requirements shall be deemed a performance breach.
- 9) **DISCIPLINE**: Nothing herein shall be construed to imply that the County of DuPage is retaining control over the operative details of the Contractor's work or the Subcontractor's employee's work. The Contractor is assuming all oversight, and the Contractor is ensuring compliance with safety guidelines.
- 10) **DRUG FREE WORKPLACE**: The Contractor (whether an individual or company) agrees to provide a drug free workplace as provided for in 30 ILCS 580/1 et seq.

- 11) **ENDORSEMENTS:** Contractor shall not use the name, seal or images of County of DuPage in any form of endorsement to any third-party without the County's written permission.
- 12) **F.O.B.**: All goods are to be shipped prepaid, F.O.B. delivered and installed. The total price quoted by the Bidder must be the total cost delivered to the location(s) stated. Bidder must not qualify his bid by stating a F.O.B. location other than such stated location(s). Shipments sent C.O.D. without County of DuPage's written consent will not be accepted and will at Contractor's risk and expense, be returned to Contractor. Unauthorized shipments are subject to rejection and return at Contractor's expense.
- 13) **FORCE MAJEURE**: The County of DuPage shall not hold Contractor liable for an extraordinary interruption of events, or damage of County property, by a natural cause that cannot be reasonably foreseen or prevented; i.e., droughts, floods, severe weather phenomena, et cetera.
- 14) **HOLD HARMLESS AGREEMENT:** Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants, and all of their partners, officers, agents, and employees from all suits, actions, or claims of any character brought for or on account of any injuries to or death of or damages received by any person, persons, or property resulting from the operations of Contractor or any of his subcontractors in prosecuting the work under this contract.
- 15) **HOLDING OF BIDS**: Bidder may withdraw the bid at any time prior to the time specified as the closing time for the receipt of bids. However, no Bidder shall withdraw or cancel the bid for a period of ninety (90) calendar days after said closing time for the receipt of bids. Unauthorized withdrawal may result in forfeiture of the bid bond, or if no bid bond is required, the withdrawing Bidder shall pay the sum of \$1,000.00 as liquidated damages for the County's loss in re-bidding.
- 16) **INDEMNITY**: The Contractor shall, at all times, to the extent permitted by law, fully indemnify, hold harmless, and defend the County and its officers, agents, and employees from and against any and all claims and demands, actions, causes of action, and cost and fees of any character whatsoever made by anyone whomsoever on account of or in any way growing out of the performance of this contract by the Contractor and its employees, or because of any act or omission, neglect or misconduct of the Contractor, its employees and agents or its subcontractors including, but not limited to, any claims that may be made by the employees themselves for injuries to their person or property or otherwise, and any claims that may be made by the employees themselves or by the Illinois Department of Labor for the Contractor's violation of the Illinois Prevailing Wage act (820 ILCS 130/1 et seq.).

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

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

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

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

- 17) **LAW GOVERNING:** The ITB and resulting contract shall be governed by the laws of Illinois. Bidder agrees to comply with all applicable State and Federal laws.
- 18) **VENUE**: By submitting a response, bidder agrees that venue for all disputes arising out of the solicitation process, including but not limited to judicial review of any protest decision, will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.
- 19) LIABILITY OF CONTRACTOR: The mention of any specific duty or liability imposed upon Contractor shall not be construed as a limitation or restriction of any general or other liability or duty imposed upon Contractor by his Contract, said reference to any specific duty or liability being made merely for explanation. Contractor shall be responsible to Owner for the acts and omissions of all his employees and all subcontractors, their agents and employees, and all other persons performing any of the Work under an agreement with Contractor.
- 20) **LIENS, CLAIMS, AND ENCUMBRANCES**: Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

- 21) **LOBBYIST REGISTRATION**: Bidder shall comply with the provisions of Chapter 2, Article IX, Section 2-600, Lobbyist Registration of the Code of DuPage County, Illinois.
- 22) **MSDS**: When applicable, Contractor shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act and the "Right-to-Know" law, 820 ILCS 220/0.01 and 820 ILCS 225/0.1. Material Safety Data Sheets, upon award of Contract, shall be submitted to the County Procurement Services Division.
- 23) **MISCELLANEOUS REQUIREMENTS:** The County will not be responsible for any expenses incurred by the Contractor in preparing and submitting a Bid. All Bids shall provide a straightforward, concise delineation of your capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.
- 24)**NON-DISCRIMINATING**: The Contractor, its employees and subcontractors, agree not to commit unlawful discrimination and agree to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
- 25) PATENTS: Contractor undertakes and agrees to defend at Contractor's own expense all suits, actions, or proceedings in which the County of DuPage, its Officers, agents or employees are made defendants for actual or alleged infringement of any U.S. or foreign letters patent resulting from the use or sale of the items purchased hereunder. Contractor shall inform the County of DuPage whenever infringement will result from Contractor's adherence to specifications supplied by the County of DuPage or by an authorized County representative. Contractor further agrees to pay and discharge all judgments or decrees, which may be rendered in any such suit, action or proceedings against the County of DuPage, its Officers, agents or employees therein. Should Contractor of his agents be enjoined from furnishing or using any invention, article, material, or appliance required to be supplied under this contract, Contractor shall promptly offer other articles, materials, or appliances in lieu thereof, of equal quality suitability for review by County. If the County should disapprove of the offered substitutes and should elect in lieu of substitution, to have supplied, and to retain and use, any such invention, article, material or appliance as may be required by this Contract to be supplied, then Contractor shall pay such royalties and secure such valid licenses as may be necessary for the County. If the contractor does not make any approved substitution promptly, or does not pay such royalties to secure the licenses as may be necessary, then the Engineer shall have the right to make such substitution, or change the cost thereof against any money due Contractor from Owner, or recover the amount thereof from him and his sureties notwithstanding that final payment under this Contract may have been made.
- 26) **PAYMENT:** Original invoices must be presented for payment in accordance with instructions contained on the Purchase Order including reference to Purchase Order number and submitted to the correct address for processing. The County shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made on invoices submitted later than six-months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived.
- 27) **PROTEST:** Any actual or prospective bidder, offeror, or contractor who believes they have been adversely affected in connection with the solicitation or award of a contract may, within seven calendar days of the solicitation, bid opening or award, by mail or have served, a letter of protest to the Chief Procurement Officer. The Chief Procurement Officer must submit a response in writing to the protesting entity, within five (5) business days from receipt of the protest.
- 28) **RESERVATION OF RIGHTS:** The County of DuPage reserves the right to reject any or all bids failing to meet the County's specifications or requirements and to waive technicalities. If in the County of DuPage's opinion, the lowest bid is not the most responsible bid, considering value received for monies expended, the right is reserved to make awards as determined solely by the judgment of the County of DuPage. In determining the lowest responsible bidder, the County shall take into consideration the qualities of the articles supplied, their conformity with the specifications, and their suitability to the requirements of the County and the delivery terms. Intangible factors, such as the Bidder's reputation and past performance, will also be weighed.

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

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

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

29) TAX: The County of DuPage does not pay Federal Excise Tax or Illinois Sales Tax. The tax exemption number is E9997-4551-07. A copy of the exemption letter is available upon written request.					
30) TRANSFER OF OWNERSHIP OR ASSIGNMENT : The terms and conditions of this contract shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. Prior to any sales or assignments, the County of DuPage must be notified and approve the same in writing.					
31) WARRANTY: Complete warranty information detailing period and coverage must be submitted.					

SECTION 4 - SPECIAL CONDITIONS

1) ACCURACY DISCLAIMER:

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

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

3) BID SECURITY/PERFORMANCE BOND - GROUP 1 ONLY

Each bid shall be accompanied by a Bid Security in the form of (a) Bid Bond or (b) a certified or cashier's check or money order payable to the order of the DuPage County Treasurer. The Bid Security shall be in an amount of not less than five percent (5%) of the total bid, as a guarantee that the Bidder will, within 10 days after the date of the conditional award of a contract, provide a Performance Bond as required by the Bid Documents. Any bid submitted without the required Bid Security, will not be read after it is opened.

Bid Bonds shall be duly executed by the Bidder as principal and have a surety thereon a surety company, approved by the County, having the minimum equivalent of a Best and Company A-V Rating.

If an intended Awardee fails to furnish any bond or insurance or document required by the Bid Documents, the Bid Security submitted with its bid shall be forfeited as liquidated damages.

The Contractor shall within 10 days of the Notice of Award furnish a Performance Bond in an amount equal to twenty percent (20%) of total bid amount, conditioned upon the faithful performance of all covenants and stipulations included in these bid documents and holding good until the completion of the contract to protect the County of DuPage against inadequate performance per all requirements of the Bid Documents. The Performance Bond shall remain in effect for one year from the issuance of a Purchase Order or until completion of the Contract period, whichever is longer.

The Contractor shall provide an extension of or an additional Performance Bond, upon each mutually agreed upon contract renewal.

4) CONTRACT TERM AND RENEWAL:

This contract shall be effective for a one (1) year term period with a start date of 6/01/2020 and a completion date of 5/31/2021.

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

5) SPLIT BIDS:

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

- **6) CANCELLATION:** The County reserves the right to cancel the whole or any part of this contract (1) upon 120-day written notice, without cause, or (2) upon 30-day written notice for due to failure by the Contractor to carry out any obligation, term or condition of this contract. The County will issue written notice to the Contractor for acting or failing to act as in any of the following:
- a) The Contractor provides material that does not meet the specifications of this contract;
- b) The Contractor fails to adequately perform the services set forth of this contract;
- c) The Contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract:
- d) The Contractor fails to progress in the performance of this contract and/or gives the County reason to believe that the Contractor will not or cannot perform the requirements of the contract.

- 7) PRICING: DuPage County reserves the right to compare pricing submitted to any and all known national purchasing cooperatives in order to obtain the lowest pricing available in the current marketplace for this contract award. The County reserves the right to award a contract to the lowest responsive, responsible vendor for BULK ROCK SALT 20-035-DOT after reviewing all national purchasing cooperative pricing programs available for the County to participate in.
- 8) PAYMENTS: Separate invoices shall be required for each County of DuPage department participating in the purchase.
- 9) CREDIT MEMOS: Must be on an original form with date of return, descriptions of items and prices noted.
- **10) QUALITY:** All Recycled Products or Materials shall show the percent of post-consumer recycled content. Items that are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval of the Procurement Officer.
- 11) THIRD PARTY AGREEMENT: The County shall not enter a third-party rental agreement and reserves the right to disqualify a vendor so bidding.
- **12) USAGE REPORTS:** Vendor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the vendor's name, item number and term of contract at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

DELIVERY DELIVERY DELIVERY TICKE NUMBER	T QUANTITY (TONS)	UNIT PRICE	EXTENSION	
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Vendor may from time to time be requested to produce reports within a particular time frame, i.e. fiscal year. These reports must be furnished within seven (7) days of request.

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

13) VENDOR QUALIFICATIONS:

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

Please visit www.compassminerals.com for company information and history. A historical timeline of company has been included with bid documents.

SECTION 5 - STATEMENT OF WORK

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

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

BID AWARD CRITERIA:

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

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

COUNTY AUTHORIZED REPRESENTATIVE:

Post contract award, the County authorized representative for this bid is Michael Tuman, 630-407-6885 or authorized designee.

DELIVERY REQUIREMENTS:

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

Normal deliveries shall be made between the hours of 6:00 a.m. and 2:30 p.m., Monday through Friday. Arrangements can be made for after hours and weekend deliveries to maintain a prompt order delivery schedule.

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

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

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

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

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

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

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

INVOICING:

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

LIQUIDATED DAMAGES:

From December 1, 2020 through April 30, 2021, if the Contractor is unable to make delivery within seven (7) calendar days from the date of order, DuPage County shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed prior to 12:00 noon on any business day (Monday through Friday, except Holidays) would be considered as the first calendar day of the seven (7) day delivery period. For orders placed after 12:00 noon on a given day, the following day would be considered the first calendar day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the Contractor has still failed to deliver as required, DuPage County shall reserve the right to take action to remedy the failure of Contractor performance without prior notification of

such failure. This may include termination of the order and purchase of salt from other sources, or to take action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the Contractor, in addition to any liquidated damage.

ORDERING:

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

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

Orders for tonnage will be placed with the successful qualified bidder beginning June 1, 2020. All salt will be delivered by May 31, 2021. No further orders will be given after that date unless authorized by the County Authorized Representative or designee. Contract renewals will incorporate similar timelines for consecutive years.

QUANTITIES:

See Bid Pricing in Section 7 for quantities and locations.

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

The Agency/Townships/Municipalities (Group 2) intend to make initial orders as indicated under Group 2 with delivery expected by 11/30/20. Bidders are required to provide a unit price for this 100% guaranteed delivery. (EARLY DELIVERY). The Townships/Municipalities section has included an additional quantity which is an estimate only. Bidders are to provide a unit price for 80% to 130% of this additional estimated quantity (STANDARD DELIVERY). The Townships/Municipalities agree to purchase at least 80% of the quantity shown. If the Townships/Municipalities do not utilize or order the 80%, the Townships/ Municipalities will pay for the 80% and it will be stored at the terminal, for delivery to the Townships/ Municipalities at a later date. This will be handled at no additional charge to the Townships/ Municipalities.

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

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

STOCKING REQUIREMENTS:

Within thirty (30) days of the notice of award (issuance of purchase order) the Contractor will be required to provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed will be required to be in stock at a local terminal by December 1, 2020. This requirement shall be fulfilled each December 1st, with each contract renewal.

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

SECTION 6 - INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within fifteen (15) calendar days of said notice, furnish to the Purchasing Agent a Certificate of Insurance and provide policy endorsements evidencing specific coverage of the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the County and licensed to do business in the State of Illinois, and with a minimum insurance rating of A-VII as found in the current edition of A.M. Best's Key Rating Guide. All required insurance shall be maintained by the contractor in full force and effect during the life of the contractor, and until such a time as all work has been approved and accepted by the County. The Contractor is

responsible for all insurance deductibles and Self-Insured relations.

	TYPE OF INSURANCE	MINIMUM ACCEPTABLE LIMITS OF LIABILITY		
1.	Workers Compensation	Statutory		
2.	Employers Liability			
	A. Each Accident	\$ 1,000,000		
	B. Each Employee-disease	\$ 1,000,000		
	C. Policy Aggregate-disease	\$ 1,000,000		
3.	* Commercial General Liability			
	A. Per Occurrence	\$ 2,000,000		
	B. General Aggregate			
	General Aggregate- Per project	\$ 2,000,000		
	2. General Aggregate - Products/			
	Completed Operations	\$ 2,000,000		
4.	Personal and Advertising Injury	\$ 1,000,000		
	Each Occurrence	\$ 1,000,000		
5.	Fire Legal Liability (any one fire)	\$ 100,000		
6.	Medical Expense (any one person)	\$ 5,000		
7.	* Umbrella Excess Liability (over primary)	\$ 1,000,000		
	Retention for Self-Insured Hazards (each occurrence)	\$ 1,000,000		
8.	* Business Auto Liability	\$ 1,000,000		

^{*}In addition to a Certificate of Insurance the following Endorsements are needed:

If any policy or coverage is written as "claims made" then coverage must be maintained for 4 years after project completion. At all times during the term of the contract, the Contractor and its independent contractors shall maintain, at their sole expense, insurance coverage for the Contractor, its employees, officers and independent contractors, as follows:

NOTE:

- A) It is the responsibility of Contractor to provide a copy of this PROPOSAL to their insurance carrier.
- B) It may also be required that the Contractor's insurer and coverage be approved by County prior to execution of the Contract.
- C) No work shall be started until receipt of Certificate of Insurance.

The County of DuPage shall be named as additionally insured on all certificates of insurance.

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

[&]quot;Additional Insured" Endorsement.

[&]quot;Waiver of Subrogation" and

[&]quot;Insurance is Primary and Non-Contributory to additional Insured" Excess must Follow GL Form.

CHANGES IN INSURANCE COVERAGE:

The Contractor will immediately notify the County if any insurance has been cancelled, materially changed, or renewal has been refused and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage(s) and limits. If suspension of work should occur due to insurance requirements, upon verification by the County of the required insurance the County will notify Contractor when they can proceed with the work. Failure to provide and maintain the required insurance coverage(s) and limits could result in immediate cancellation of the contract and the Contractor shall accept and bear all costs that may result due to the Contractors failure to provide and maintain the required insurance.

INSURANCE RATING:

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

SURVIVAL OF INDEMNIFICATION:

The indemnification described above shall not be limited by reason of the enumeration of any insurance coverage herein provided, and indemnification shall survive the termination of the Contract.

NOTICE OF LAWSUIT:

Within 5 days of service of process, the County shall notify the Contractor of any lawsuit involving the indemnification provided for above. Failure to provide such notice shall not relieve the Contractor of its obligation to provide indemnification. However, the County shall be responsible for any additional costs of defense incurred due to their failure to provide such notice within 60 days.

CHOICE OF LEGAL COUNSEL:

The Contractor shall provide coverage as provided in the contract, if the County, an Employee, or Elected Official is named in a lawsuit then the County retains the right to choose legal counsel subject to the approval of the County and appointment by the State's Attorney of DuPage County.

RIGHTS RETAINED:

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

Insurance certificates must reference project name and bid number

The County of DuPage shall be named in "Description of Operations..." section, as additionally insured on all certificates of insurance. Insurance certificates shall also reference PROJECT NAME and BID NUMBER. coverages should be emailed (and hard copy mailed) to:

DuPage County Procurement Services Division 421 N. County Farm Road, 3-400 Wheaton, IL 60187 donna.weidman@dupageco.org

SECTION 7 – REQUIRED FORMS TO BE COMPLETED, SIGNED AND RETURNED WITH BID

BID PRICING:

The Contractor is to provide a unit price per ton. DuPage County will require a 5% bid security to be submitted with the bid, The Awarded Contractor will also be required to furnish a 20% Performance Bond and Certificate of Insurance, within 10 days of the Notice of Award (as outlined in the Special Conditions). Similar conditions will apply to Group 2.

GROUP 1 – DUPAGE COUNTY

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

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

ITEM	UOM	QUANTITY	UNIT PRICE	EXTENDED PRICE
BULK ROCK				
SALT	TON	15,000	\$81.13	\$1,216,950.00
TOTAL GROUP 1			\$1,216,950.00	
UNIT COST PER TON FOR QUANTITIES BETWEEN				
130% AND 150% OF PROJECTED USAGE			\$91.13	

SHIPPING AND BILLING INFORMATION FOR GROUP 1:

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

GROUP 2 - AGENCY/TOWNSHIPS/MUNICIPALITIES

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

A - EARLY DELIVERY - 100% Confirmed quantities. Delivery by November 30, 2020

ITEM	UOM	QTY	UNIT PRICE	EX	TENDED PRICE
Bulk Rock Salt	TON	4,000	\$ 85.11	\$	340,440.00
TOTAL GROUP 2-A				\$	340,440.00

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

ITEM	UOM	QTY	UNIT PRICE	EX	TENDED PRICE
Bulk Rock Salt	TON	55,020	\$ 81.13	\$	4,463,772.60
		TOTAL	GROUP 2-B	\$	4,463,772.60
UNIT COST F	PER TON FO	R QUANTITIES	"		
BETWEEN 130%	% AND 150% USAGE	\$ 91.13			

LOCATION	BILL TO SHIP TO		UNIT OF MEASURE	Group 2A 100% Confirmed Quantities – Delivery is no later than 11/30/2020	Group 2B 80-130% Estimated Quantities – Standard Delivery
Addison Township	411 W. Potter Wood Dale, IL 60191	411 W. Potter Wood Dale, IL 60191	TON	0	500
Addison, Village of	1491 W. Jeffrey Drive Addison, IL 60101- 4331	1491 W. Jeffrey Drive Addison, IL 60101-4331	TON	0	2,100
Aurora, City of	City of Aurora Central Garage 720 N. Broadway		0	8,500	
Bartlett, Village of	228 S. Main Street Bartlett, IL 60103	1150 Bittersweet Drive Bartlett, IL 60103 or 315 E. Devon Ave. Bartlett, IL 60103	03 TON 0		1,000
Bensenville, Village of	717 E. Jefferson St. Bensenville, IL 60106	717 E. Jefferson St. Bensenville, IL 60106	TON	0	500
Bloomingdale Township	6N030 Rosedale Ave. Bloomingdale, IL 60108	6N030 Rosedale Ave. Bloomingdale, IL 60108	TON	0	1,500
Bloomingdale, Village of	201 S. Bloomingdale Rd Bloomingdale, IL 60108	305 Glen Ellyn Road Bloomingdale, IL 60108	TON	0	1,500
Carol Stream, Village of	124 Gerzevske Lane Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	TON	0	2,300
Clarendon Hills	1 N. Prospect Ave. Clarendon Hills, IL 60514	452 Park Ave. Clarendon Hills, IL 60514	TON	0	500
Darien, City of	1041 S. Frontage Road Darien, IL 60561	1041 S. Frontage Road Darien, IL 60561	TON	300	2,500
Downers Grove Township	4340 Prince St. Downers Grove, IL 60515	318 E. Quincy Westmont, IL 60559	TON	0	1,200
Downers Grove, Village of	5101 Walnut Ave. Downers Grove, IL 60515	5101 Walnut Ave. Downers Grove, IL 60515	TON	2,700	0

DuPage Airport Authority	2700 International Drive Suite 200 West Chicago, IL 60185	2751 Aviation Ave. West Chicago, IL 60185	TON	0	120
Glen Ellyn, Village of	30 S. Lambert Glen Ellyn, IL 60137	30 S. Lambert Glen Ellyn, IL 60137	TON	0	1,500
Hanover Park, Village of	2121 W. Lake St. Hanover Park, IL 60133	2121 W. Lake St. Hanover Park, IL 60133	TON	0	1,800
Hinsdale, Village of	19 E. Chicago Ave. Hinsdale, IL 60523	225 Symonds Drive Hinsdale, IL 60521	TON	0	700
Itasca, Village of	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	TON	0	1,200
Lisle Township	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	TON	0	800
Lisle, Village of	925 Burlington Lisle, IL 60532	4905 Yackley Ave. Lisle, IL 60532	TON	0	1,800
Lombard, Village of	255 E. Wilson Ave. Lombard, IL 60148	1135 N. Garfield Lombard, IL 60148	TON	0	2,500
Milton Township	23W040 Poss St. Glen Ellyn, IL 60137	23W040 Poss St. Glen Ellyn, IL 60137	TON	0	1,800
Naperville Township	31W331 North Aurora Rd. Naperville, IL 60563	31W331 North Aurora Rd. Naperville, IL 60563	TON	0	400
Oakbrook, Village of	1200 Oak Brook Road Oak Brook, IL 60523	3003 Jorie Blvd. Oak Brook, IL 60523	TON	0	750
Schaumburg, Village of	101 Schaumburg Ct. Schaumburg, IL 60193	714 S. Plum Grove Road Schaumburg, IL 60193	TON	1,000	4,000
Villa Park, Village of	20 S. Ardmore Ave. Villa Park, IL 60181	729 N. Ardmore Ave. Villa Park, IL 60181	TON	0	600
Warrenville, City of	3S258 Manning Ave. Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	TON	0	1,300
Wayne Township	4N230 Klein Road West Chicago, IL 60185	4N230 Klein Road West Chicago, IL 60185	TON	0	250
West Chicago, City of	475 Main St.West Chicago, IL 60185	135 W. Grandlake Blvd.West Chicago, IL 60185or1350 W. Hawthorne LaneWest Chicago, IL 60185	TON	0	3,000
Westmont, Village of	31 W. Quincy St. Westmont, IL 60559	39 E. Burlington Ave. Westmont, IL 60559	TON	0	800
Wheaton, City of	303 W. Wesley, PO Box 727 Wheaton, IL 60187	820 W. Liberty Drive Wheaton, IL 60189	TON	0	3,300

Willowbrook, Village of	835 Midway Drive Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	TON	О	800
Winfield, Village of	27W465 Jewell Road Winfield, IL 60190	0S040 Wynwood Road Winfield, IL 60190	TON	0	600
Winfield Township	30W575 Roosevelt Rd. West Chicago, IL 60185	30W575 Roosevelt Rd. West Chicago, IL 60185	TON	0	800
Wood Dale, City of	720 N. Central Ave. Wood Dale, IL 60191	720 N. Central Ave. Wood Dale, IL 60191	TON	0	800
Woodridge, Village of	One Plaza Drive Woodridge, IL 60517	One Plaza Drive Woodridge, IL 60517 or 7900 IL Rt. 53 Woodridge, IL 60517	TON	0	2,300
York Township	19W475 Roosevelt Road Lombard, IL 60148	19W475 Roosevelt Road Lombard, IL 60148	TON	0	1,000
		GR	AND TOTAL	4000	55,020

BID FORM

BID 20-035-DOT BULK ROCK SALT

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

Compass Minerals America Inc

Full Name of Bidder

Main Business Address	9900 West 109th Street, S	ruite 100
City State 7in Code		
City, State, Zip Code	Overland Park, KS 66210	
Telephone Number	800-323-1641 Opt 2 (Sale:	s Managr), Opt 1 (Orders, Customer Service)
Fax Number	913-338-7945 (Cust Serv/	Sales) or 913-433-9616 (Orders)
Bid Contact Person	Sean Lierz, Senior Sales I	Manager
Email Address	lierzs@compassminerals.	com or highwaygroup@compassminerals.com
TO: The DuPage County Procure	ement Services	
The undersigned certifies that he	e is:	
the Owner/Sole Proprietor Herein after called the Bidder an	a Member authorized to sign on behalf of the Partnership	an Officer of the a Member of the Joint Venture urtnership or Officers of the Corporation are as follows:
Kevin S. Crutchfield, President		Jon Schnieders, Vice President, Salt
(President or Partner)		(Vice-President or Partner)
Zoe Vantzos, Secretary		James D. Standen, CFO & Treasurer
(Secretary or Partner)		(Treasurer or Partner)
that this bid is made without coll forms of agreement and the cont of the Procurement Officer, Du documents referred to or mentior	usion with any other person, tract specifications for the ab uPage County, 421 North C	es interested in this bid as principals are those named herein; firm or corporation; that he has fully examined the proposed ove designated purchase, all of which are on file in the office county Farm Road, Wheaton, Illinois 60187, and all others, specifications and attached exhibits, including Addenda Noteto;
Further, the undersigned propose and other means of construction specified or referred to in the cor	n, including transportation se	ccepted, to provide all necessary machinery, tools, apparatus, rvices necessary to furnish all the materials and equipment for and time therein prescribed.

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

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

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

If a Corporation, the undersigned, further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and

held and have not been repealed nor modified, and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

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

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

BID FORM SIGNATURE PAGE

TOTAL BID AMOUNT – GROUP 1:	\$ 1,216,950.00 Total (in figures)		
One million, two hundred sixteen thousa	nd, nine hundred fifty Dollars and	zero	Cents.
Total (In words)			
TOTAL BID AMOUNT – GROUP 2:	\$ 4,804,212.60		
	Total (in figures)		
Four million, eight hundred four thousand Total (In words)	d, two hundred twelve Dollars and	sixty	Cents.
The Contractor agrees to provide the specifications, terms, and conditions here Bidder shall acknowledge receipt of each (Signature and	sin contained. addendum issued in the space provi	ded on the bid for	m. ORATE SEAL
BID MUST BE SIGNED	AND NOTARIZED (WITH SEA	L) FOR CONS	IDERATION
Subscribed and sworn to before me	this day of		AD, 20
(Notary Public)	My Commission Expires:		
	SEAL	<u>.</u>	

1. IRS FORM W-9											
This form can be found attached, or at the following link: I	nttps://www.irs.gov/pub/irs-pdf/fw9.pdf										
2. REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT											
This form can be found attached, or at the following link:	https://www.dupageco.org/Finance/Procurement/1316/										
The Co	ounty of DuPage										

W9 FORM

Form W-9
(Flov. November 2017)
Department of the Treasur

Request for Taxpayer Identification Number and Certification

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

Depart	mont of the Treasury I Revenue Service Go to www.irs.gov/	FormW9 for Instr	uctions and the late	est Infor	metic	n		8	end	the	RS.	
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8 8	Individual/scale proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC Exempt pe								a gode	(if sury)		
E B	Umited flability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) > Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check Exemption							and Month of				
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75	Care free sanctional	A CHILL PASSE AN					(Appelles As			hand excitate	± #= 145.)	
8	5 Address (number, street, and apt. or suite no.) See instruc	tions.		Floques	tor's n	mo n	nd addr	oms (D)	ptional			
3	6 City, state, and ZIP code			†								
	7 List account number(s) here (optional)				_							
Par	Taxpayer Identification Number (TIN)										
Enter	your TIN in the appropriate box. The TIN provided must	st match the name	given on line 1 to av	blov	Soci	al soc	urity nu	mbor				
backu	ip withholding. For individuals, this is generally your so ent alien, sole proprietor, or disregarded entity, see the	icial security numb	er (SSN). However, I	for a	П	T	7 [T	7 [TT	
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Par	Certification								ш			
Under	penalties of perjury, I certify that:											
2. I an Ser	e number shown on this form is my correct taxpayer id in not subject to backup withholding because: (a) I amin vice (IRS) that I am subject to backup withholding as a longer subject to backup withholding; and	exempt from back	up withholding, or (b) I have I	not be	en n	t bentic	by the	Inten			
	n a U.S. citizen or other U.S. person (defined below); a	nd										
	FATCA code(s) entered on this form (if any) indicating		from FATCA reporting	ng is con	rect.							
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(Rev. October 2018)
Department of the Treasury

Request for Taxpayer Identification Number and Certification

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

interna	Hevenue Service Go to www.irs.gov/FormW9 for ins			nati	on.							
	 Name (as shown on your income tax return). Name is required on this line; d Compass Minerals America Inc. 	o not leave this line blank.	•6									
	2 Business name/disregarded entity name, if different from above											
Print or type. Specific Instructions on page 3.	3 Check appropriate box for federal tax classification of the person whose nar following seven boxes. Individual/sole proprietor or C C Corporation S Corporation single-member LLC	_	neck only o			cert inst	ain ei uctio	ntities ons or	, not n pag	les app individ e 3):	túals;	
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8	9900 West 109th Street, Suite 100											
	6 City, state, and ZIP code		i									
	Overland Park, KS 66210											
- 1	7 Ust account number(s) here (optional)										_	
Par	Taxpayer Identification Number (TIN)							_				
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Part	Certification						_	_		_		
Under	penalties of perjury, I certify that:								_		_	
	number shown on this form is my correct taxpayer identification number	er (or Lam waiting for	a number	to	ha Is	selled t	o m	e). aı	nd			
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	a U.S. citizen or other U.S. person (defined below); and											
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ou nav	cation instructions. You must cross out item 2 above if you have been no ve falled to report all interest and dividends on your tax return. For real est tion or abandonment of secured property, cancellation of debt, contribution nan interest and dividends, you are not required to sign the certification, but the contribution is the certification, but the contribution is the certification, but the contribution is the certification.	tate transactions, Item 2 ons to an individual retir	does not	app	ly. F	or mor	tgag	e Inte	erest	pald,	ment	e
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EIN), to	o report on an information return the amount paid to you, or other treportable on an information return. Examples of information	Use Form W-9 onlailen), to provide you	y if you au	e a	U.S							
	include, but are not limited to, the following. 1099-INT (Interest earned or paid)	If you do not return be subject to backup										

VENDOR ETHICS DISCLOSURE



Required Vendor Ethics Disclosure Statement

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

Date:

Bid/Contract/PO #: Bid 20-035-DOT

Company Name: Compass Minerals America Inc	Company Contact:	Sean Lierz, Senior Sales Manager
Contact Phone: 913-344-9330 or 800-323-1641 Opt 2	Contact Email:	LierzS@compassminerals.com

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

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

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

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

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

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

Add	Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email
X	Sean Lierz, Senior Sales Manager	913-344-9330	LierzS@compassminerals.com
х	Julia Yates, Sales Support Coordinator	913-344-9117	YatesJ@compassminerals.com

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

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

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

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

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

Date

I hereby acknowledge that I have received, have read, and understand these requirements.				
Authorized Signature	CM11			
Printed Name	Joel Gardes			
Title	Sanias Manages	Wid 5. 1.		

Attach additional sheets if necessary. Sign each sheet and number each page. Page n/a of (total number of pages)

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

3/26/2020

Rev 1.1 4/1/16

JOINT PURCHASING AGREEMENT
JOINT PURCHASING:
OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.
Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, township cities and villages, etc.? The approximate quantity usage is unknown.
YES NOX
State any other requirements that they would have to meet beyond that of our Bid invitation and specification.
NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

REFERENCES

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

COMPANY NAME:	II DOT District 1	
ADDRESS:	IL DOT District 1	
	201 W Center Court	
	Schaumburg, IL 60196	
OONT OF BEDOOM		
CONTACT PERSON:	Michael LaBree	
TELEPHONE NUMBER:	847-705-4177	
0014711114115		
COMPANY NAME: McHenry CHD		
ADDRESS:	16111 Nelson Road	
	Woodstock, IL 60098	
CONTACT PERSON:	Ed Markison	
TELEPHONE NUMBER:		
	815-334-4973	
COMPANY NAME:	Illinois Tollway	
ADDRESS:	P O Box 3094	
	Attn: Contract Admin	
	Lisle, IL 60532	
CONTACT PERSON:	Kevin Ganzer	
TELEPHONE NUMBER:	630-241-6800 ext 4967	
COMPANY NAME:	City of Crystal Lake	
ADDRESS:	P O Box 597	
	Crystal Lake, IL 60039	
CONTACT PERSON:	Larry Zurek	
TELEPHONE NUMBER:	815-356-3744	

SAMPLE

SECTION 8 - SAMPLE CONTRACT AGREEMENT

CONTRACT 20-035-DOT BETWEEN [CONTRACTOR]
AND THE COUNTY OF DUPAGE

THIS AGREEMENT is entered into this _____ day of _____, 2020, between the County of DuPage, Illinois a body corporate and politic, located at 421 North County Farm Road, Illinois, 60187-3978 (hereinafter referred to as the

COUNTY), and ______, licensed to do business in the State of Illinois, located at _____, _____(hereinafter referred to as the CONTRACTOR).

	RECITALS			
	WHER	REAS, the	e COUNTY requires the goods and/or services specified in Bid #20-035-DOT for its Department of, located at the DuPage County Center, 421 North County Farm Road, Wheaton, Illinois 60187;	
and	WHED)EAC #ba		
the ter			e CONTRACTOR is the vendor selected pursuant to the bid process and is willing to perform under d this Contract.	
	NOW, that:	THERE	FORE, in consideration of the premises and mutual covenants contained herein, the parties agree	
	1.0	CONTF 1.1	This Contract includes all of the following component parts, all of which are fully incorporated herein and made a part of the obligations undertaken by the parties: 1.1.a Project Information 1.1.b Instructions to Bidders 1.1.c General Conditions 1.1.d Special Conditions 1.1.e Insurance/Bonding Requirements and Certificates 1.1.f Bid Form (including Certification/Proposal, Signature Affidavit including Proposal Pricing) 1.1.g Specifications (including any addenda, interpretations and approved exceptions) 1.1.h Exhibits	
		1.2	1.1.i County Purchase Order All documents are or will be on file in the office of the Procurement Services Division, DuPage Center, 421 North County Farm Road, Room 3-400, Wheaton, Illinois 60187.	
		1.3	In the event of a conflict between any of the above documents, the document control from top to bottom, i.e., "a" controls over "b".	
	2.0	DURAT 2.1 2.2	TION OF THIS CONTRACT Unless terminated as provided in the Bid Invitation, the term of this Contract shall be a year period beginning on XX/XX/XXXX and continuing through XX/XX/XXXX.	
2.2 the Contract term is subject to renewal per the Bid Invitation Specifications. In no event, shall the term plus renewals exceed four (4) years.				
	3.0	TERMI 3.1	NATION Except as otherwise set forth in this AGREEMENT, County shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the Contractor, except in the event of Contractor's insolvency, bankruptcy or receivership, in which case termination shall be effective immediately upon receipt of notice.	
		3.2	Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.	
		3.3	Upon termination of this AGREEMENT, all data, work products, reports and documents produced, because of this AGREEMENT shall become the property of the COUNTY. Further, Vendor shall	

provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

4.0 BID PRICES AND PAYMENT

- 4.1 The Contractor shall provide the required goods and or services described in the Bid Specifications for the prices quoted on the Bid Form.
- 4.2 The County shall make payment pursuant to the Illinois Local Government Prompt Payment Act, except that no payment shall be approved where the Contractor has failed to comply with certified payroll requirements of the Illinois Prevailing Wage Act or Davis Bacon Act.

5.0 AMENDMENTS

- 5.1 This Contract may be amended by agreement of both parties.
- 5.2 All amendments will conform to State of Illinois Statutes and County procedures for Change Orders.

6.0 CONTRACT ENFORCEMENT -- ATTORNEY'S FEES

6.1 If the County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Contract, and by reason thereof, the County is required to use the services of an attorney, including the States Attorney, then the County shall be entitled to reasonable attorney's fees and all expenses and costs incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

7.0 SEVERABILITY CLAUSE

7.1 If any section, paragraph, clause, phrase or portion of this Contract is for any reason determined by a court of competent jurisdiction to be invalid and unenforceable, such portion shall be deemed separate, distinct and an independent provision, and the court's determination shall not affect the validity or enforceability of the remaining portions of this Contract.

8.0 GOVERNING LAW

8.1 This Contract shall be governed by the laws of the State of Illinois both as to interpretation and enforcement. Venue for all disputes will be exclusively in the circuit court for the Eighteenth Judicial Circuit in DuPage County, Illinois and that Illinois law will control.

9.0 ENTIRE AGREEMENT

- 9.1 This Contract, including the documents listed in 1.0, contains the entire agreement between the parties.
- 9.2 There are no covenants, promises, conditions, or understandings; either oral or written, other than those contained herein.

IN WITNESS, WHEREOF, the parties set their hands and seals as of the date first written above.

THE COUNTY OF DUPAGE, ILLINOIS	CONTRACTO

Ву:		Ву:	
	SIGNATURE	SIGNATURE	
	James McGuire		
	PRINTED NAME	PRINTED NAME	
	Procurement Officer		
	PRINTED TITLE	PRINTED TITLE	
	DATE	DATE	

SECTION 9 - OUTSIDE ENVELOPE BID LABEL

SEALED BID PROPOSAL

INVITATION #:

20-035-DOT

OPENING DATE:

03/31/2020

OPENING TIME:

3:30 P.M.

DESCRIPTION:

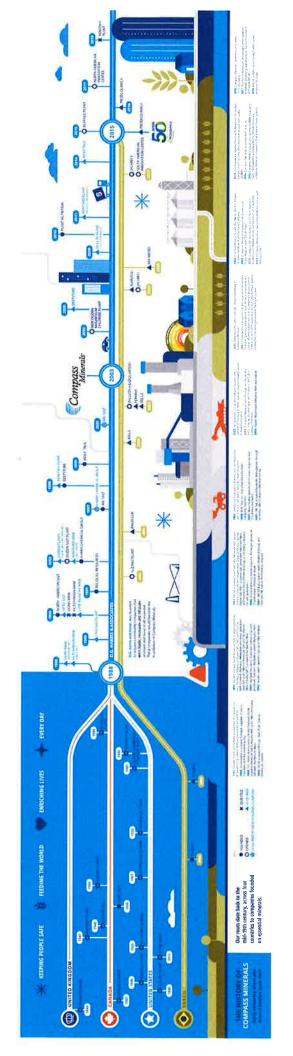
BULK ROCK SALT

COMPANY NAME:

Compass Minerals America Inc.

DATED MATERIAL-DELIVER IMMEDIATELY

PLEASE CUT OUT AND AFFIX THIS BID LABEL (ABOVE)
TO THE OUTERMOST ENVELOPE OF YOUR PROPOSAL
TO HELP ENSURE PROPER DELIVERY!





To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

COMPASS MINERALS AMERICA INC., INCORPORATED IN DELAWARE AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON DECEMBER 30, 1988, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set

my hand and cause to be affixed the Great Seal of the State of Illinois, this 23RD day of MARCH A.D. 2020 .

Authentication #: 2008301296 verifiable until 03/23/2021 Authenticate at: http://www.cyberdriveillinois.com

Desse White

SECRETARY OF STATE

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "NORTH AMERICAN SALT COMPANY", CHANGING ITS NAME FROM "NORTH AMERICAN SALT COMPANY" TO "COMPASS MINERALS AMERICA INC.", FILED IN THIS OFFICE ON THE TWENTY-EIGHTH DAY OF JULY, A.D. 2014, AT 4:01 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE KENT COUNTY RECORDER OF DEEDS.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIRST DAY OF AUGUST, A.D. 2014.

2149843 8100

141004732

DATE: 07-28-14

You may verify this certificate online at corp. delaware.gov/authver.shtml

Jeffrey W. Bullock, Secretary of State
AUTHENT\(CATION: 1573508\)

State of Delaware Secretary of State Division of Corporations Delivered 04:01 PM 07/28/2014 FILED 04:01 PM 07/28/2014 SRV 141004732 - 2149843 FILE

STATE OF DELAWARE CERTIFICATE OF AMENDMENT OF SECOND AMENDED AND RESTATED CERTIFICATE OF INCORPORATION

NORTH AMERICAN SALT COMPANY, a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "Corporation"), does hereby certify:

1. That at a meeting of the Board of Directors of North American Salt Company resolutions were duly adopted setting forth a proposed amendment of the Second Amended and Restated Certificate of Incorporation of the Corporation, declaring such amendment to be advisable and calling a meeting of the stockholder of the Corporation for consideration thereof. The resolution setting forth the proposed amendment is as follows:

RESOLVED, that the Second Amended and Restated Certificate of Incorporation of the Corporation be amended by changing the Article numbered "FIRST" so that, as amended, such Article shall be and read as follows:

FIRST: The name of the Corporation is Compass Minerals America Inc. (hereinafter called the "Corporation").

- 2. That thereafter, pursuant to resolution of its Board of Directors, a special meeting of the stockholders of the Corporation was duly called and held upon notice in accordance with Section 222 of the General Corporation Law of the State of Delaware at which meeting the necessary number of shares as required by statute were voted in favor of the amendment.
- 3. That the amendment was duly adopted in accordance with the provisions of Section 242 of the General Corporation Law of the State of Delaware.
 - 4. That this amendment shall be effective on the 1st day of August, 2014.

IN WITNESS WHEREOF, the Corporation has caused this certificate to be signed this 28 day of July, 2014.

Rodney L. Underdown Chief Financial Officer and Secretary

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF COMPASS MINERALS AMERICA INC.

Effective March 3, 2020

The undersigned, being all of the members of the board of directors of Compass Minerals America Inc., a Delaware corporation (the "Corporation"), hereby consent in writing pursuant to Section 141(f) of the Delaware General Corporation Law to the adoption of the following resolutions without a meeting and waive any notice required in connection therewith.

Authorized Signatories

WHEREAS, from time to time, it is desirable for individuals to sign documents on behalf of the Corporation in connection with sales transactions relating to the Corporation's Highway Sales Department.

NOW, THEREFORE, BE IT RESOLVED, that the following individuals (the "Authorized Signatories") be, and each of them hereby is, authorized, subject to applicable limitations under the Corporation's Delegation of Authority Policy, on behalf of the Corporation, to sign bids, performance bonds and contracts for the sale of sodium chloride and other deicing products, and to sign any other documents which, in his or her opinion, are necessary or desirable in order to effectuate and carry out the foregoing, and all other individuals who were so authorized prior to the date first written above are no longer so authorized:

Kevin S. Crutchfield President and CEO

James D. Standen Chief Financial Officer and Treasurer

S. Bradley Griffith Chief Commercial Officer
Jon Schnieders Vice President, Salt

Ryan Royer National Sales Manager

Sean Lierz Highway Sales Senior Manager Joel Gerdcs Highway Sales Senior Manager

Douglas Dyer Highway Sales Manager Harrison Green Highway Sales Manager

Matthew Denner Sales Manager Teresa Wilde Sales Manager

Joe Uriell Director, Sales Industrial

Zoe Vantzos Secretary

General

RESOLVED, that the officers of the Corporation are, and each of them is, hereby authorized, for and on behalf of the Corporation, to execute, deliver, file, acknowledge and record any and all such documents and instruments, and to take or cause to be done any and all such other things as they, or any of them, may deem necessary or desirable to effectuate and carry out the resolutions adopted hereby; and

FURTHER RESOLVED, that any actions previously taken or caused to be taken by any officer of the Corporation or any Authorized Signatory in connection with the matters contemplated by these resolutions, or in carrying out the terms and intentions of the above resolutions, are hereby acknowledged to be duly authorized acts performed on behalf of the Corporation and are hereby ratified, confirmed and adopted as such.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have caused this consent to be duly executed as of the date first written above. This consent may be executed via .pdf, facsimile or other electronic means and in two or more counterparts, each of which will be deemed an original, and all of which together will constitute one and the same instrument.

James D. Standen

Zoc A. Vantzos



Goderich - US Bulk Deicing Salt

Product Data Sheet

Production Location

Goderich, Ontario - Canada

Product Description

Rock salt obtained by conventional mining methods, crushed, and screened to size.

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - 1220 kg/m3 (76 lbs/ft3), average particle size 0.011"

Admixture

Yellow Prussiate of Soda (YPS) added - If requested by customer

Chemical Analysis Be Admixing (99.7% Cor			Typical	Range
Sodium Chloride	NaCl	(%)	96,5	94.1 - 98.9
Calcium Sulfate	CaSO ₄	(%)	2,7	0.9 – 4.5
Calcium Chloride	CaCl ₂	(%)	0.00	0,00 - 0.01
Magnesium Chloride	MgCl ₂	(%)	0.03	0.00 - 0.08
Sodium Sulphate	NaSO₄	(%)	0.00	0.00 - 0.03
Moislure		(%)	0.3	0.00 - 1.1
Water insolubles		(%)	0.8	0.1 - 1.5
Calcium	Са	ppm	7948	2649 – 13247
Magnesium	Mg	ppm	224	0 -204
Sulphate	SO ₄	ppm	19051	6350 - 31752

TYPICAL SCREEN ANALYSIS

% Passing (99.7% Confidence)

USS	Tylor	Open.	Typical Passing	Range
Mosh	Mosh	(ina)	*	4
0.500	0.500	0,500	99.8	98.9 - 10D
3/8	0.371	0.374	97.2	93,5 - 100
4	4	0.187	76.6	63.8 - 89.6
8	8	0.093	47.6	34.3 - 60.9
16	14	0.046	27.3	18.4 - 36.2
30	28	0.023	15.6	9.7 - 21.5

Average Particle Size 0.011 inches (7.25 mesh)

	Packag	ging	
UPC Code	Product Code	New Product Code	Bag Size (Lbs.)
	6615	613544	Bulk

Compass Minerals America Inc. 9900 West 109th Street – Suite 100 Overland Park, KS 66210 Phone 800-323-1641 Fax 800-359-7258

This information is based on our present state of knowledge and is intended to provide general notes on the product(s) supplied by us and their uses. The information should not be construed as a specific property promise or guarantee of the product(s).

March 2019



Deicing Salt

Product Data Sheet

Production Location

Cote Blanche, Louisiana-USA

Product Description

- Rock salt obtained by conventional mining methods, crushed, and screened to size.
- No more than 15% of product passes 30-mesh screen

Constituent	Formula		Typical %	Range
Sodium Chloride	NaCl	(%)	98.44	98.2 - 99.2
Calcium Sulfate	CaSO ₄	(%)	1.27	0.38 - 1.7
Calcium Chloride	CaCl ₂	(%)	0.03	0 - 0.24
Magnesium Chloride	MgCl ₂	(%)	0.01	0-0.04
Water Insolubles		(%)	0.2	0.00 - 0.77
Calcium	Ca	ppm	3837	860 - 5535
Magnesium	Mg	ppm	35.5	0 - 101
Sulfate	SO ₄	(%)	9265	2371 – 1227
Moisture	H₂O	(%)	0.19	0-1

Method of Analysis

American Society for Testing and Materials Procedures D632 and E534. All other testing is from Compass Minerals internal quality control procedures, which are available upon request.

Physical Properties

Bulk Density - (72 lbs/ft3)

Admixture

Yellow Prussiate of Soda (YPS) added to a max of 50 ppm

U.S.S. Mesh	Tyler Mesh	Open (Inches)	Typical % Passing	Range % Passing
3/4	0.375	0.375	100	100
1/2	1/2	0.5	99.6	98.1 - 100
0.375	0.375	0.375	95.3	87 - 100
4	4	0.1870	73.4	40 - 100
8	8	0.0937	42.2	5 - 80
16	14	0.0464	19.2	0 - 40
30	28	0.0234	8.5	0 - 20

Average particle size 0.162 inches (5.11mesh)

Packaging			
Bag Size	UPC Code	Old Product Code	New SKU
Bulk	0 67568-76080 7	7608	613624

Compass Minerals 9900 West 109th Street Suite 100 Overland Park, KS 66210 800-755-7258 Fax 800-359-7258



SAFETY DATA SHEET

1. Product and Company Identification

Product identifier

Other means of identification

Salt

American Backwoods Animal Nutrition Products

Sodium Chloride

Sifto Safe Step Standard Salt

Sifto Ice Salt

Sifto Sodium Chloride

Sifto Safe Step EnviroGuard

QwikSalt Ice-A-Way IceAway Turbo IceAway Turbo Blue Safe Step 3300 Aspen

Aspen Blue

Safe Step 4300 Dual Blend Safe Step 4300 Dual Blend Blue

EconoBlend 370
Winter Storm
Winter Storm Blue
Safe Step Pro Series 550
Safe Step Pro Series 570
Safe Step 6300 Enviro Blend

Safe Step Pro Series 960 Choice Formula

Safe Step Sure Paws Sifto Safe Step Sure Paws

American Stockman Animal Nutrition Products

Nature's Own water care products Sure Soft water care products Natural Salt water care Pro Soft water care products

Salt brine

Thawrox Treated salt Commercial bulk rock salt Safe Step Pro Series 950

MaxiFonte Solar salt

Canadian Stockman Animal Nutrition products

Sifto pool salt Crystal Plus

Recommended use

Recommended restrictions

Manufacturer

De-icer. General industrial and water softening/conditioning purposes. Animal Nutrition.

None known.

Compass Minerals USA Inc. 9900 West 109th Street, Suite 100 Overland Park, KS 66210 US

913-344-9200

CHEMTREC 1-800-424-9300 CANUTEC 1-613-996-6666

2. Hazards Identification

Physical hazards

Not classified.

Health hazards

Not classified.

Environmental hazards
OSHA defined hazards

Not classified. Not classified.

Label elements

Hazard symbol

Мопа.

Signal word

None.

Hazard statement

The product and/or mixture does not meet the criteria for classification.

Precautionary statement

Prevention

Observe good industrial hygiene practices.

Response

Wash hands after handling.

Storage

Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

Disposal

Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC)

None known.

Supplemental information

Not applicable.

3. Composition/Information on Ingredients

Mixture

Composition comments

The criteria for listing components in this section are: Carcinogens, Respiratory Sensitizers. Mutagens, Teratogens and Reproductive toxins are listed when present at 0.1% or greater, components which are otherwise hazardous according to WHMIS/OSHA are listed when present at 1.0% or greater. Non hazardous components are not listed. The products pertaining to this SDS have various proportions of components which do not meet the listing criteria.

4. First Aid Measures

Inhalation

Avoid breathing dust. If breathing is difficult, remove to fresh air and keep at rest in a position comfortable for breathing. Call a physician if symptoms develop or persist.

Skin contact

Rinse skin with water/shower. Get medical attention if irritation develops and persists.

Eye contact

Rinse with water. Get medical attention if irritation develops and persists.

Ingestion

Rinse mouth. If ingestion of a large amount does occur, seek medical attention.

Most important

Direct contact with eyes may cause temporary irritation.

symptoms/effects, acute and

delayed

Indication of immediate medical attention and special

treatment needed

Treat symptomatically.

Salt and salt mixtures are non-combustible.

Suitable extinguishing media

Unsuitable extinguishing

media

Not applicable.

Specific hazards arising from

the chemical

During fire, gases hazardous to health may be formed.

5. Fire Fighting Measures

Special protective equipment

and precautions for firefighters

Fire-fighting

equipment/instructions

Use appropriate firefighting PPE as a general precaution.

Salt is not combustible and is thus not the material of concern for firefighting equipment or

Specific methods

In the event of a fire, equipment and methods that are consistent with the combusting material should be utilized.

General fire hazards Hazardous combustion

products

No unusual fire or explosion hazards noted. Chlorine. Hydrogen chloride. Oxides of sodium.

Explosion data

Sensitivity to mechanical

impact

Not available.

Sensitivity to static

discharge

Not available.

6. Accidental Release Measures

Personal precautions, protective equipment and emergency procedures

Restrict area to facilitate clean up.

Methods and materials for containment and cleaning up

Stop the flow of material, if this is without risk. Prevent direct entry into waterways and sewers. Following product recovery, flush area with water if necessary. For waste disposal, see section 13 of the SDS.

Environmental precautions

Avoid direct release into waterways and sewers.

7. Handling and Storage

Precautions for safe handling

Use care in handling/storage. Avoid breathing dust.

Conditions for safe storage, including any incompatibilities

Store in original tightly closed container. Store away from incompatible materials, i.e, strong oxidizing agents (see Section 10)

8. Exposure Controls/Personal Protection

Occupational exposure limits

Biological limit values

Appropriate engineering controls

No exposure limits noted for ingredient(s).

No biological exposure limits noted for the ingradient(s).

TWA PEL: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, OSHA (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates Not Otherwise Regulated (PNOR): 5mg/cu.m. Respirable Dust 8-Hour TWA PEL. 15mg/cu.m. Total Dust 8-Hour TWA PEL.

TWA TLV: No specific limits have been established for sodium chloride (a soluble substance). As a guideline, ACGIH (United States) has established the following limits which are generally recognized for inert or nuisance dust. Particulates (insolubles) Not Otherwise Classified (PNOC): 10mg/cu.m. Inhalable Particulate 8-Hours TWA TLV, 3mg/cu.m. Respirable Particulate TWA TLV.

Use process enclosures, local exhaust ventilation, or other engineering controls to control airbome levels below recommended exposure limits.

Individual protection measures, such as personal protective equipment

Eye/face protection

Safety glasses if eye contact is possible.

Skin protection

Hand protection

If there is constant skin contact, rubber gloves are recommended.

Other

Wear suitable protective clothing.

Respiratory protection

No personal respiratory protective equipment normally required.

Thermal hazards

Not applicable.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective

equipment.

9. Physical and Chemical Properties

Crystalline. Appearance Solid. Physical state Form Solid. Color Varies Odor Odorless Odor threshold Not applicable 6 - 8 (Neutral) Melting point/freezing point Not applicable Initial boiling point and boiling Not applicable range Pour point Not applicable Specific gravity Not applicable Partition coefficient Not applicable (n-octanol/water) Flash point Not applicable Evaporation rate Not applicable Flammability (solid, gas) Not applicable.

Upper/lower flammability or explosive limits

Flammability limit - lower

Not applicable

(%)

Flammability limit - upper

(%)

Not applicable

Explosive limit - lower (%)

Not applicable

Explosive limit - upper (%)

Not applicable

Vapor pressure Vapor density Not applicable

vapor density

Not applicable

Relative density

Not applicable

Solubility(ies)

Not available.

Auto-ignition temperature

Not applicable

Decomposition temperature

Not applicable

Viscosity

Not applicable

10. Stability and Reactivity

Reactivity

None known.

Possibility of hazardous reactions

No dangerous reaction known under conditions of normal use.

Chemical stability

Material is stable under normal conditions.

Conditions to avoid

Contact with incompatible materials, i.e strong oxidizing agents.

incompatible materials

Strong oxidizing agents.

Hazardous decomposition

Chlorine gas. Hydrogen chloride. Oxides of sodium.

products

11. Toxicological Information

Information on likely routes of exposure

Ingestion

Expected to be a low ingestion hazard.

Inhalation

No adverse effects due to inhalation are expected.

Skin contact Eye contact

No adverse effects due to skin contact are expected. Direct contact with eyes may cause temporary irritation.

Symptoms related to the physical, chemical and toxicological characteristics Direct contact with eyes may cause temporary irritation.

Information on toxicological effects

Acute toxicity

Not classified.

Product

Species Test Results

Salt (CAS Mixture)

Acute Inhalation

LC50

Rat

21 mg/L, estimated

Skin corrosion/irritation

Prolonged skin contact may cause temporary irritation.

Exposure minutes

Not available. Not available.

Erythema value Oedema value

Not available.

Serious eye damage/eye

Direct contact with eyes may cause temporary irritation.

irritation

Corneal opacity value Not available.

Iris lesion value

Not available.

Conjunctival reddening

value

Not available.

Conjunctival oedema value

Not available.

Recover days

Not available.

Respiratory or skin sensitization

Respiratory sensitization

Not available.

Skin sensitization

This product is not expected to cause skin sensitization.

Germ cell mutagenicity

No data available to indicate product or any components present at greater than 0.1% are

mutagenic or genotoxic.

Mutagenicity

No data available to indicate product or any components present at greater than 0.1% are

mutagenic or genotoxic.

Carcinogenicity

This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

Reproductive toxicity

This product is not expected to cause reproductive or developmental effects.

Teratogenicity

Not classified Not classified.

Specific target organ toxicity -

single exposure

Specific target organ toxicity repeated exposure

Not classified.

Aspiration hazard

Not classified.

Chronic effects

Not classified.

Further information

This product has no known adverse effect on human health.

Name of Toxicologically

Not available.

Synergistic Products

12. Ecological Information

Ecotoxicity

The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Persistence and degradability

No data is available on the degradability of this product.

Bioaccumulative potential

No data available. No data available.

Mobility in soil
Mobility in general

Not available.

No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation

Other adverse effects

13. Disposal Considerations

Disposal instructions

Collect and reclaim or dispose in sealed containers in accordance with applicable regulations.

potential, endocrine disruption, global warming potential) are expected from this component.

Local disposal regulations

Dispose in accordance with all applicable regulations.

Hazardous waste code

The waste code should be assigned in discussion between the user, the producer and the waste

disposal company.

Waste from residues / unused products

Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see:

Disposal instructions).

Contaminated packaging

Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport Information

U.S. Department of Transportation (DOT)

Not regulated as dangerous goods.

Transportation of Dangerous Goods (TDG - Canada)

Not regulated as dangerous goods.

15. Regulatory Information

Canadian federal regulations

This product has been classified in accordance with the hazard criteria of the Controlled Products

Regulations and the SDS contains all the information required by the Controlled Products

Regulations.

WHMIS status

Not Controlled

US federal regulations

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories

Immediate Hazard - No Delayed Hazard - No Fire Hazard - No Pressure Hazard - No Reactivity Hazard - No

SARA 302 Extremely hazardous substance

tance

SARA 311/312 Hazardous

No

Nο

chemical

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations

Safe Drinking Water Act

Not regulated.

(SDWA)

Food and Drug Administration (FDA) Not regulated.

US state regulations

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT); Listed substance

Not listed.

US. Massachusetts RTK - Substance List

Not regulated.

US. Pennsylvania RTK - Hazardous Substances

Not regulated.

US. Rhode Island RTK

Not regulated.

Inventory status

Country(s) or region

Inventory name

On inventory (yes/no)*

Canada

Domestic Substances List (DSL)

Yes

Canada

Non-Domestic Substances List (NDSL)

No

United States & Puerto Rico

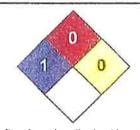
Toxic Substances Control Act (TSCA) Inventory

Yes

16. Other Information

LEGENO	l
Severe	4
Serious	3
Moderate	2
Slight	1
Minlmal	0





Disclaimer

The information in the sheet was written based on the best knowledge and experience currently available. Information contained herein was obtained from sources considered technically accurate and reliable. While every effort has been made to ensure full disclosure of product hazards, in some cases data is not available and is so stated. Since conditions of actual product use are beyond control of the supplier, it is assumed that users of this material have been fully trained according to the requirements of all applicable legislation and regulatory instruments. No warranty, expressed or implied, is made and supplier will not be liable for any losses, injuries or consequential damages which may result from the use of or reliance on any information contained in this document.

Issue date

28-September-2015

Effective date

01-August-2014

Expiry date

01-August-2017

Further Information

Not available.

Prepared by

Dell Tech Laboratories, Ltd. Phone: (519) 858-5021

Other information

This Safety Data Sheet was prepared to comply with the current OSHA Hazard Communication Standard (HCS) adoption of the Globally Harmonized System of Classification and Labeling of

Chemicals (GHS),

This SDS conforms to the ANSI Z400.1/Z129.1-2010 Standard.

^{*}A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)



AGENDA MEMO City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2020/21 Rock Salt Agreement.

RESOLUTION

BACKGROUND/HISTORY

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The Park District has estimated that they will require approximately 40 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$81.13 per ton for a total amount of approximately \$3,245.20 pending final quantities.

STAFF RECOMMENDATION

Staff recommends signing the Intergovernmental Agreement.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda for formal consideration.



RESOLUTION NO.	
-----------------------	--

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT FOR ROCK SALT

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District concerning the purchase of rock salt, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

RESOLUTION NO.	
PASSED BY THE CITY COUNCE	IL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 20 th day of April 2	020.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR FOR	THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS , this 20 th day of April, 2020.	
ATTEST:	JOSEPH A. MARCHESE, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT FOR THE PURCHASE OF ROAD SALT

This agreement is made and entered into this ______ day of _______, 2020, by and between the City of Darien, an Illinois municipal corporation (hereinafter the "City"), and the Darien Park District, an Illinois municipal corporation, (hereinafter the "District") (collectively "the parties").

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.;

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$3,245.20 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

- The recitals set forth above are hereby incorporated into and made a part of this Agreement.
- 2. The District authorizes the City to provide rock salt to the District for de-icing operations.
- 3. The District shall reimburse the City for the rock salt charges by April 30, 2021 as invoiced by the City.

4.	All notices, requests and other communications under this Agreement shall be in
	writing and shall be deemed properly served upon delivery by hand to the party to
	whom it is addressed, or upon receipt, if sent, postage pre-paid by United States
	registered or certified mail, return receipt requested, as follows:
	a. If intended for the City:
	City of Darien 1702 Plainfield Road Darien, Illinois 60561 Attn: Bryon Vana

b. If intended for the Park District:

Darien Park District 7301 Fairview Avenue Darien, Illinois 60561 Attn: Stephanie Gurgone

ATTEST: _____

JoAnne E. Ragona, City Clerk

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of ______, 2020.

CITY OF DARIEN

BY: ______

Joseph Marchese, Mayor

DARIEN PARK DISTRICT

	BY:
	Stephanie Gurgone, Executive Director Darien Park District
ATTEST: Secretary, Park District	



AGENDA MEMO City Council

April 20, 2020

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2020/21 Rock Salt Agreement.

RESOLUTION

BACKGROUND/HISTORY

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The School District has estimated that they will require approximately 8 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$81.13 per ton for a total amount of approximately \$649.04 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

STAFF RECOMMENDATION

Staff recommends signing the Intergovernmental Agreement.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda for formal consideration.



RESOLUTION NO.	
-----------------------	--

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66 FOR ROCK SALT

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Center Cass School District #66 concerning the purchase of rock salt, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY

OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 20th day of April, 2020.

RESOLUTION NO.	
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR FOR	R THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS , this 20 th day of April, 2020.	
_	TOGERILMA DOUEGE MANOR
ATTEST:	JOSEPH MARCHESE, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66 FOR THE PURCHASE OF ROAD SALT

This agreement is made and entered into this _____ day of ______, 2020, by and between the City of Darien, an Illinois municipal corporation (hereinafter the "City"), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the "School District") (collectively "the parties").

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.;

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$649.04 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

- The recitals set forth above are hereby incorporated into and made a part of this Agreement.
- 2. The District authorizes the City to provide rock salt to the District for de-icing operations.
- 3. The District shall reimburse the City for the rock salt charges by April 30, 2021 as invoiced by the City.
- 4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to

whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

a. If intended for the City:

City of Darien 1702 Plainfield Road Darien, Illinois 60561 Attn: Bryon Vana

b. If intended for District 66:

JoAnne E. Ragona, City Clerk

ATTEST: _

Center Cass School District #66 699 Plainfield Road Downers Grove, Illinois 60516 Attn: Superintendent

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of ________, 2020.

CITY OF DARIEN

BY: _______

Joseph Marchese, Mayor

CENTER CASS SCHOOL DISTRICT #66

		BY: _	
			Superintendent
			Center Cass School District #66
ATTEST: _			
	Secretary, School District		



AGENDA MEMO CITY COUNCIL April 20, 2020

Issue Statement

Approval of an ordinance granting variations at 7532 South Cass Avenue for the construction of one electronic message board sign with associated base, landscape and water features, and including variations to permit the installation of infrastructure for a second electronic message board sign.

ORIDINANCE

Case

PZC 2020-01 7532 South Cass Avenue (Sign Variations)

Discussion/Overview

Both the Planning and Zoning Commission and Municipal Services Committee have considered this matter, and made positive recommendations (PZC 5-3, MSC 2-1) for one sign, and negative recommendations (PZC 2-6, MSC 1-2) for two signs.

With direction from the Municipal Services Committee, City Council was presented these options with an additional alternative. A third option was considered that would permit the installation of one sign, and limit construction of the second sign exclusively to infrastructure. Completion of the second sign could not occur without a second ordinance of approval by Council. This process would allow for codification of the necessary variations, permit construction of the first sign to evaluate net effect in advance of a second sign, and provide expiration of the second sign variations in the event it was not requested within one year of initial construction. Council recommended this third alternative with a vote of 5-2 directing staff to prepare the necessary corresponding ordinance.

Request as Amended:

Approval to permit the construction of one electronic message board sign at 7532 South Cass Avenue with conditional approval for a second sign subject to the following provisions:

- a. Infrastructure and foundation for the second sign may be completed with initial construction.
- b. Prior to the above-grade construction of second sign, signage shall be subject to additional approval by Council ordinance.
- c. In the event a second sign is not requested or constructed, variation approvals for said second sign will expire one (1) year after the date the first signage becomes operational.

Zoning Provisions

- 1. Sections 4-3-7(A)11, 4-3-10(B): Variation to permit electronic message boards.
- 2. Section 4-3-7(B)3: Variation to permit advertising signs.
- 3. Section 4-3-7(C)4: Variation to permit illuminated signs with changing light intensity,

- brightness, and color.
- 4. Section 4-3-10(B)3: Variation to exceed the permitted sign areas from 60 square feet to 72 square feet (Sign 2) and 98 square feet (Sign 1).
- 5. Section 4-3-7(E): Variation to reduce the required setback from the street right-of way from 4 feet to 1.93 feet (Sign 2).

Attached New Documents

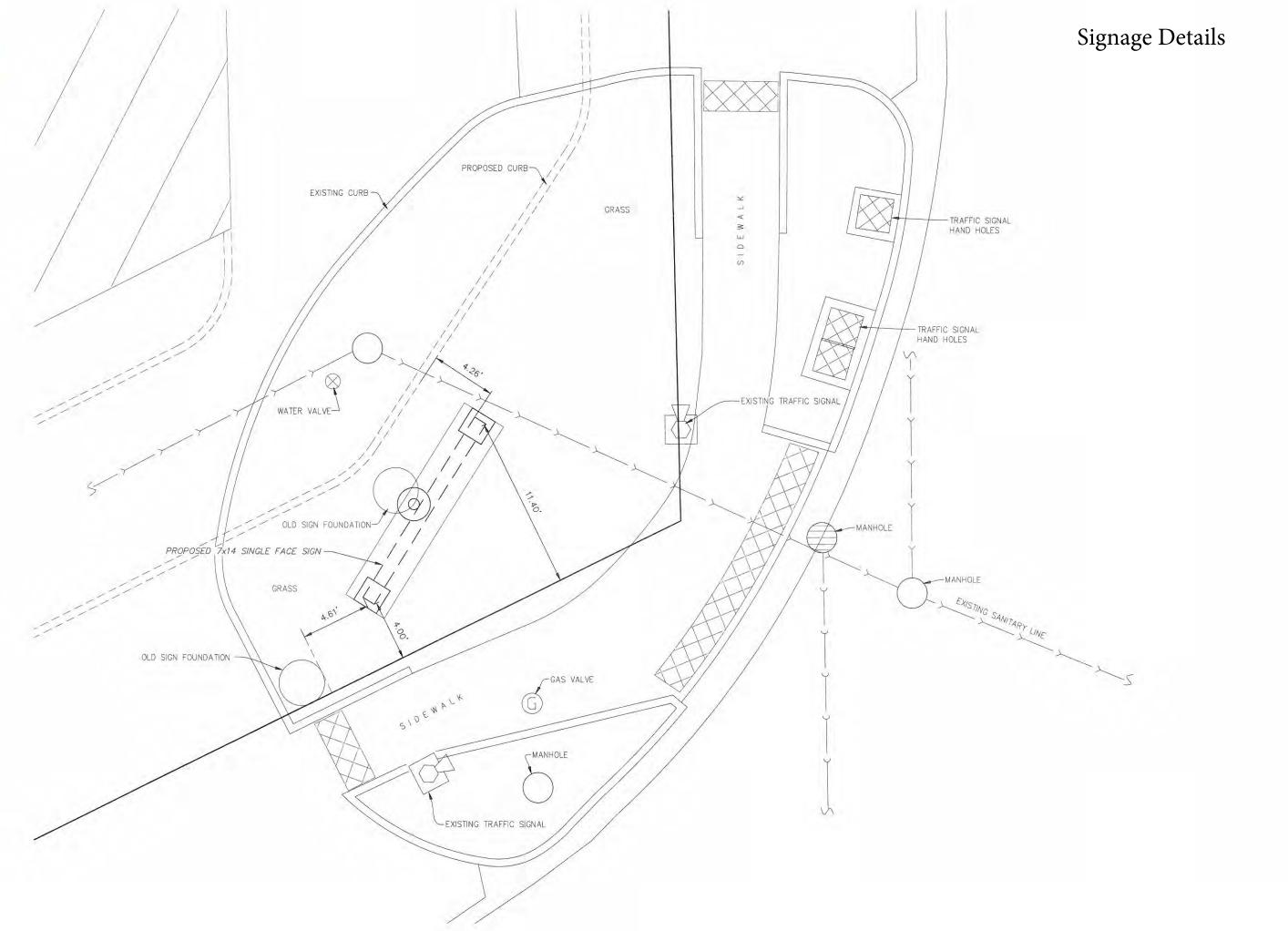
- 1. Signage Details
 - a. Sign 1 7x14 site plan
 - b. Sign 1 7x14 site rendering
 - c. Sign 1 7x14 landscape plan
 - d. Sign 1 7x14 landscape rendering
 - e. Sign 1 7x14 elevation
 - f. Sign 1 7x14 structural plan
 - g. Combined Site Plan (with future sign 2)
 - h. Sign 2 6x12 elevation (future sign)
 - i. Sign 2 6x12 structural plan

The full agenda memo from March 2, 2020 follows as "Additional Information".

Decision Mode

The Planning/Zoning Commission considered this item at meeting on February 5 and 19, 2020. The Municipal Services Committee considered this item at its meeting on February 24, 2020. The City Council considered 3 options for approval at its meeting on March 2, and will consider this amended item at its meeting on April 20, 2020.

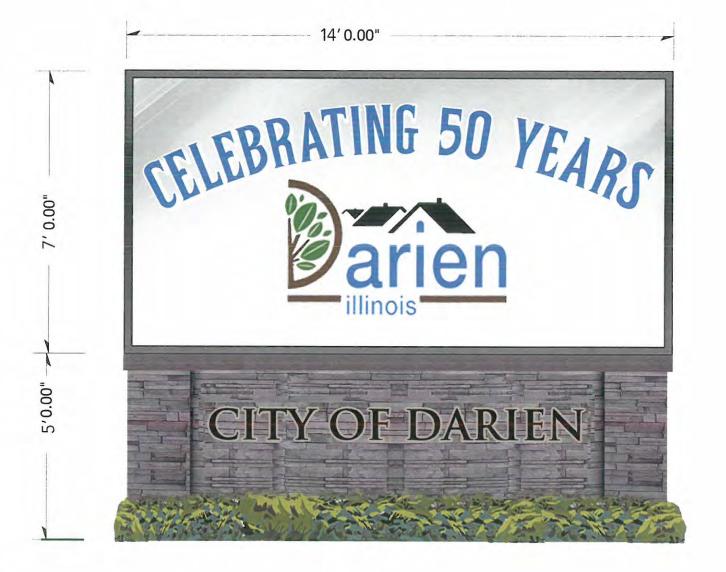






Plant list for Darian sign Thuja Occidentalis 'Pyramidalis' Pyramidal Arborvitaes 8-6' CAT MINT Anthony Waterer Bumald Spirea Anthony Water Spirea 3-5 gallon Miscanthus sinensis 'Gracillimus' **Karl Forester Grasses** 10-1 gallon **Walkers Low Catmint** Nepeta racemose 'Walkers Low' 12-1 gallon









PHONE: 815.725.9080 FAX:

815.725.7543

EMAIL:

SIGNS@EXPSIGNS.COM ADDRESS:

212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER: CHICAGO BILLBOARD PROJECT ADDRESS: CITY OF DARIEN

PROJECT:

EMC MONUMENT SIGN PROOF NO#: 017-085

DESIGNER:

DATE: 12.9.2019

SCALE: 1/4"=1"

NOTES:

THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY **EXPRESS SIGNS. THIS** DRAWING IS NOT TO BE REPRODUCED, COPIED OR **EXHIBITED IN ANY FASHION** WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,000 WILL BE ASSESSED FOR ANY MIS-USE.

SIGN TYPE:

APPROVED BY:

DATE APPROVED:

2017 EXPRESS SIGNS, INC.

(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER **EMC DETAILS:**

- Watchfire 16mm EMC
- Cabinet Dimensions: 7'-0"h x 14'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

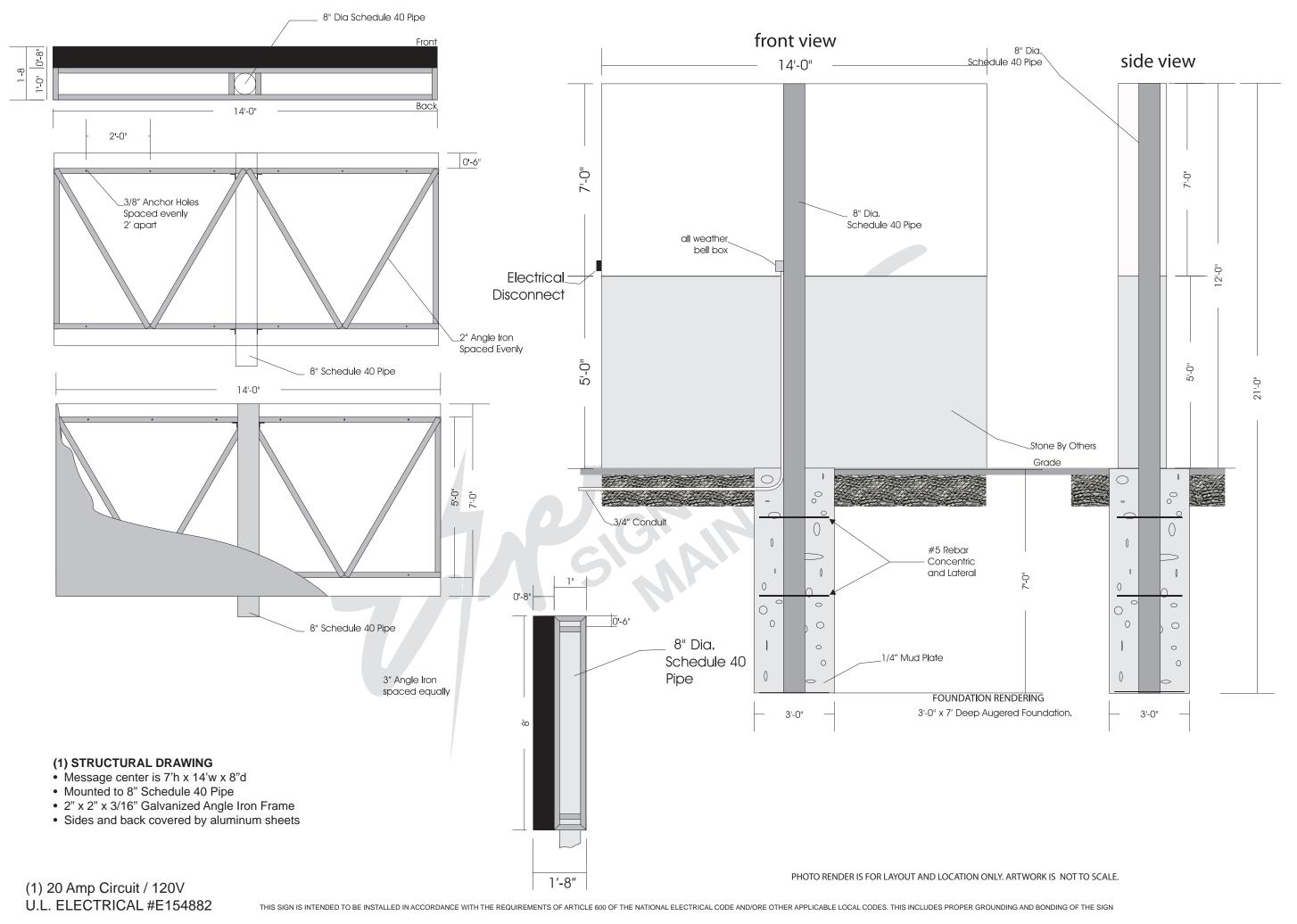
- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882

13'-2" **WELCOME TO THE** CITY OF DARIEN 1'-10"



FAX: 815.725.7543

SIGNS@EXPSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

customer: Chicago Billboard - Chicago Ridge PROJECT ADDRESS: Chicago Ridge, IL PROJECT: Structural Drawing PROOF NO#: 019-093 DESIGNER: **DATE**: 05.14.19 SCALE:

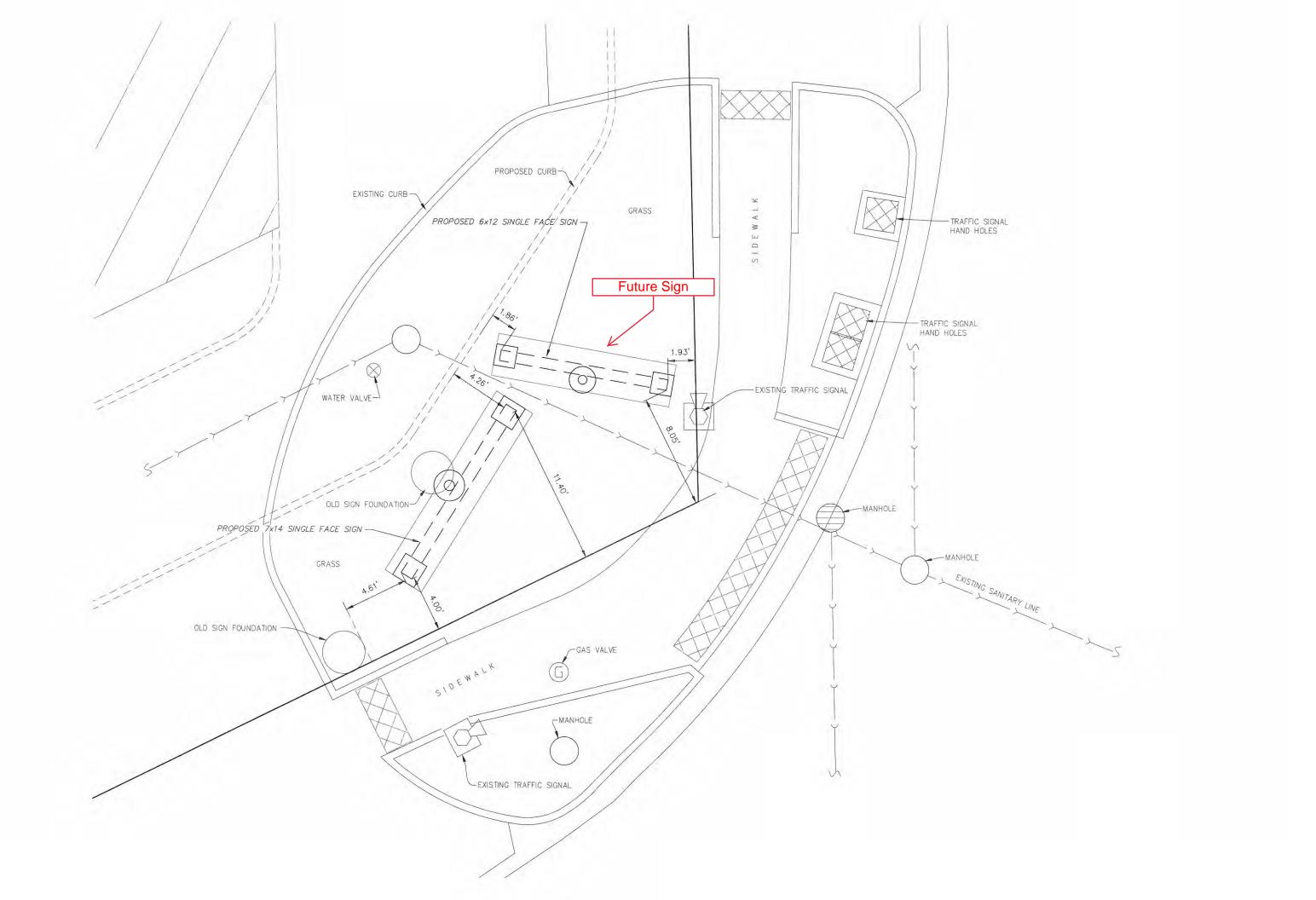
REVISION:

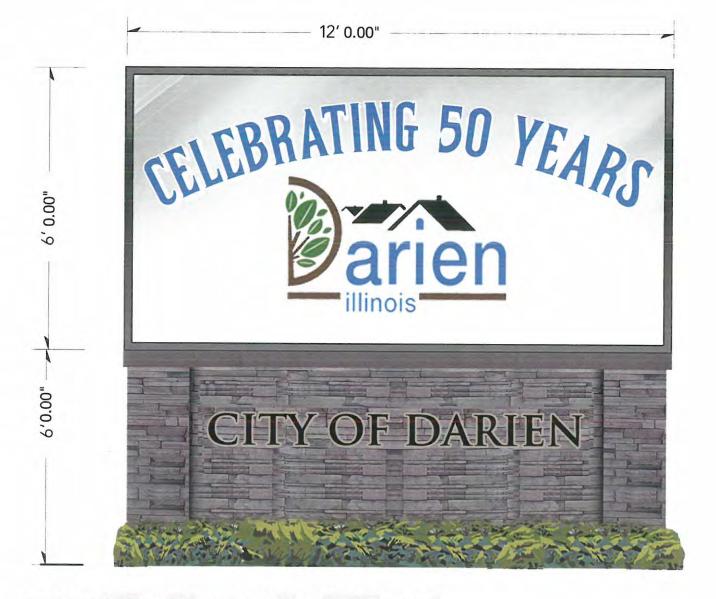
NOTES: THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY EXPRESS SIGNS. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,000 WILL BE ASSESSED FOR ANY MIS-USE.

SIGN TYPE: A1.1

APPROVED BY:

DATE APPROVED: © 2019 EXPRESS SIGNS, INC.





(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER EMC DETAILS:

- Watchfire 16mm EMC
- Cabinet Dimensions: 6'-0"h x 12'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882



Future Sign





PHONE: 815.725.9080 FAX: 815.725.7543 EMAIL: SIGNS@EXPSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER:
CHICAGO BILLBOARD
PROJECT ADDRESS:
CITY OF DARIEN
PROJECT:
EMC MONUMENT SIGN
PROOF NO#:
017-085
DESIGNER:
NN
DATE:
12.9.2019
SCALE:

NOTES:

1/4"=1"

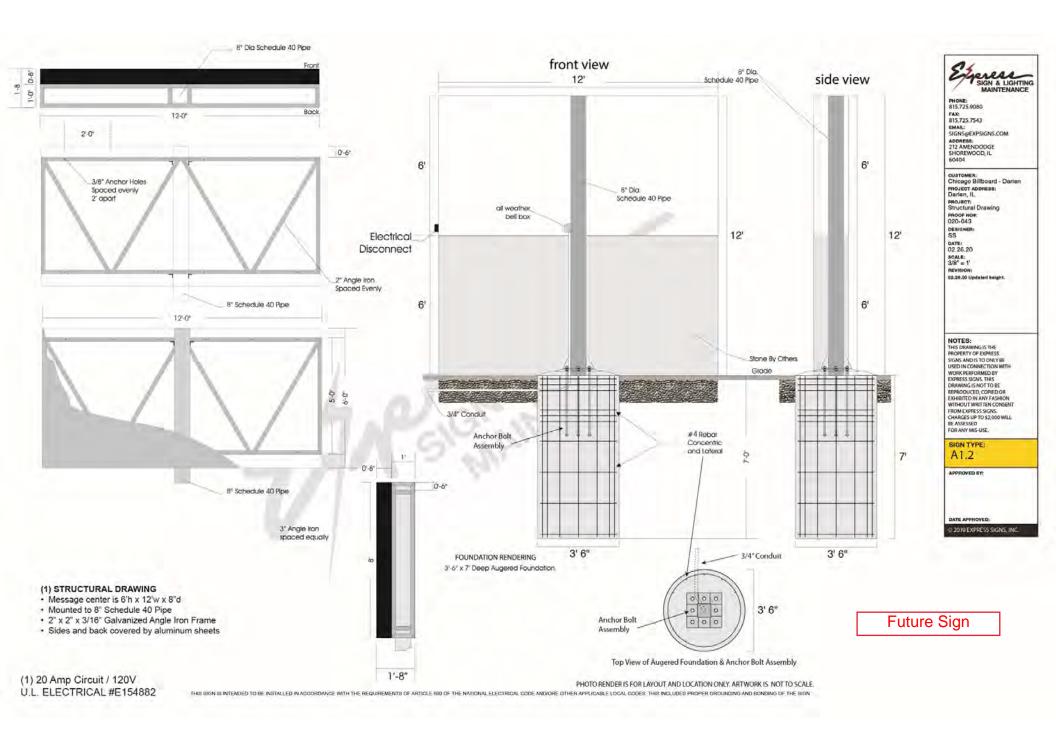
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SIGN TYPE:

APPROVED BY:

DATE APPROVED:

© 2017 EXPRESS SIGNS, INC.





AGENDA MEMO CITY COUNCIL March 2, 2020

Issue Statement

Approval of a motion directing staff to prepare an ordinance approving variations for the construction of an electronic message board sign(s) located at 7532 South Cass Avenue, as follows:

Option 1-To direct Staff to prepare an ordinance for one marquee sign including a landscape water feature.

OR

Option 2-To direct Staff to prepare an ordinance for two marquee signs and a landscape water feature.

OR

Option 3- To direct Staff to prepare an ordinance for one marquee sign and install infrastructure for a future second sign and a landscape water feature.

<u>Case</u>

PZC 2020-01 7532 South Cass Avenue (Sign Variations)

7532 South Cass Avenue, City of Darien: Requests approval to permit the construction of 2 (two) electronic message board signs adjacent Cass Avenue and Plainfield Road, located within the B-2 Community Shopping Center Business District.

General Information

Petitioner: City of Darien

Owner: 7532 CASS AVE LLC / John Manos / Jemco & Assoc., LTD

Property Location / PIN#: 7532 S. Cass Avenue / 09-28-402-055

Zoning / Land Use: Site: B-2 / vacant - former service station

North: B-2 / Commercial - Burrito Paradise

North: B-2 / Commercial - Burrito Paradise South: B-1 / Office - Cass Professional Center East: B-2 / Commercial - Darien Pointe

West: B-2 / Commercial - Brookhaven Marketplace

Comprehensive Plan: Future Land Use: Commercial Size of Subject Lot: 24,980 square feet, 0.57 acres

Natural Features: none

Transportation: Frontage to Cass Avenue (145') and Plainfield Road (155')

History:

Property was recently approved for redevelopment to construct a commercial building with two restaurant tenants including a drive-through. (Ordinance O-01-20 January 6, 2020)

Zoning Provisions

Two options for approval have been presented to the PZC. Zoning provisions listed below have been identified as applicable to Option 1, Option 2, or both. Option 1 would encompass one sign facing the intersection of Cass Avenue and Plainfield Road. Option 2 would add a second sign only visible when traveling south on Cass Avenue.

Provisions Applicable to either Option:

- 1. Sections 4-3-7(A)11, 4-3-10(B): Variation to permit electronic message boards.
- 2. Section 4-3-7(B)3: Variation to permit advertising signs.
- 3. Section 4-3-7(C)4: Variation to permit illuminated signs with changing light intensity, brightness, and color.

Provisions specific to each option are listed below:

Option 1: One Sign

1. Section 4-3-10(B)3: Variation to exceed the permitted sign areas from 60 square feet to 98 square feet.

Option 2: Two Signs

- 1. Section 4-3-7(E): Variation to reduce the required setback from the street right-of way from 4 feet to 1.93 feet.
- 2. Section 4-3-10(B)3: Variation to exceed the permitted sign areas from 60 square feet to 72 and 98 square feet.

Planning Overview / Discussion

The subject property is located on the west side of Cass Avenue, north of Plainfield Road. Currently, the property is vacant, but recently received approval for the construction of a new commercial building with two restaurant tenants.

Considered a gateway property, City staff has worked with the property owner to secure easement rights at the corner for ground signage. Initially envisioned as a high-quality entry feature stating "City of Darien", the desire for an electronic message board sign to convey community messages quickly became a priority.

Proposed to be similar to existing signs in Bolingbrook at the corner of Boughton Road/87th Street and Janes Avenue, it was discovered that the signage had been built, financed and maintained by a local signage company in return for local advertising rights.

Promoting a "Community Digital Network", staff has worked with Chicago Billboards to design similar signage at this Darien location. The site itself is limited in space, which is



evidenced by several setback variations that were granted for the construction of the commercial building.

As proposed, signs would be constructed on brick bases similar and compatible to the brick used on the adjacent commercial building. Landscape and further design features would be coordinated by the City, including a planned water feature integrated into the base.

A draft of the Lease Agreement has been provided to illustrate general parameters for the advertising including:

- Images and messages would be of not less than 10 seconds per image, which is an IDOT standard.
- Each sign would rotate 8 images, repeating the images every 80 seconds.
- The City is entitled to one 10 second position for community engagement messages.
- The two businesses located on the property and Brookhaven Marketplace are entitled to one 10 second position to share.
- Reduced advertising rates are available for other tenants at Brookhaven Plaza and any non-profits.

The City's intent of the Community Digital Network is to provide a new communication tool for events, public meetings, and alerts throughout the year. Placed at a prominent corner, it can create additional civic engagement as is has proven for other local communities.

Initially proposed as a single request for two signs, the PZC asked staff to reconsider both the number of requested variations and the number of signs. Staff examined the previous proposal to reduce the number of variations, reduce the extent of the variation requests, and improve the site plan overall. These revisions now propose two options for approval. **Option 1** would encompass one sign facing the intersection of Cass Avenue and Plainfield Road. **Option 2** would add a second sign only visible when traveling south on Cass Avenue.

Similarities: Variations for both Option 1 and Option 2

Electronic Message Board, Advertising, and Lighting:

In order to permit any electronic message board sign, variations to these three requirements must be considered in unison. All previous approvals for electronic message boards have had similar requests and approvals.

Height:

The original request proposed a height not to exceed 14', where 12' is the maximum permitted by code. Staff has determined that all proposed landscape and water enhancements can be performed without compromising design, and therefore has <u>eliminated</u> this variation request.

Option 1: One Sign

As requested, staff investigated reducing the number of signs. Option 1 considers one sign placed with a direct view to the intersection of Cass Avenue and Plainfield Road. This signage would only be viewable for traffic traveling southwest on Plainfield Road and north on Cass Avenue.

A revised site plan has <u>eliminated</u> the need for a <u>setback variation</u>, as the signage is able to be installed within the setback. Note that this placement would also be applicable in Option 2, where only the second sign would have a setback encroachment.

Overall sign area for this sign is based on the message board portion of 7' x 14' or 98 square feet total. This number has been <u>reduced</u> from the initial 122 square feet, as staff is able to discount the area allotted to "City of Darien" as non-commercial information. This sign would exceed the 60 square foot requirement by 38 square feet.

Option 2: Two Signs

A second and recommended option would be to install a second sign. The sign has been moved to a location 1.93' from the Cass Avenue property line, which is an <u>improvement</u> from the setback previously requested. A variation of 2.07' to the required 4' setback is still required.

This second sign would measure at 6'x12', or 72 square feet. Just as with Option 1, the information portion of the signage has been discounted from the overall size. This sign would exceed the permitted size by 12 square feet.

Staff worked with Chicago Billboards to overcome issues of building over the sanitary sewer line and merging the two signs into one perceived grouping. There is very little discernable difference between one sign or two, as the landscape, base walls, and water feature would be crafted into a monumental entry gateway providing similar impact to the adjacent clock tower. The second sign can only be viewed when traveling south on Cass Avenue, but will capture an additional 25% of motorists as the opposing intersections.

Staff recommends Option 2 specifically for the civic communication engagement, additional business exposure, and opportunity to create a greater presence to the gateway intersection.

Previous Approval References

PZC 2014-02: Height: 12'

Chuck's Southern Comforts Café Size: 81 square feet

8025 S. Cass Avenue Setback: 0'

PZC 2018-09 Height: 23' – 4"

The Auto-Mobile Center of Darien Size: 200 total square feet, 50 square foot

6710 Rt. 83 message board (90 sq ft permitted)

Setback: 80'

Attached Documents

- 1. Petition
- 2. Draft Lease Agreement
- 3. Plat of Survey
- 4. Location Map
- 5. Sign Plans (original proposal removed and replaced w/revised)
 - a. Site Plan (removed)
 - b. Signage Elevation (A) (removed)
 - c. Signage Elevation (B) (removed)
 - d. Proposed Easement Site Plan
- 6. Additional Supporting Documents (including public comments)
- 7. Sign Plans (revised proposal)
 - a. Option 1
 - i. Site Plan
 - ii. Elevation
 - iii. Rendered Landscape Plan
 - b. Option 2
 - i. Site Plan
 - ii. Elevation
 - iii. Rendered Landscape Plan
- 8. Conceptual Photos, Renderings and Views
 - a. Rendered signage elevation with conceptual screening landscape
 - b. Signage View looking southwest on Cass Avenue
 - c. Signage View looking southwest on Cass Avenue with proposed Retail Building
 - d. Signage View looking northwest from Cass/Plainfield intersection
 - e. Signage View Cass Plainfield intersection with proposed Retail Building

Variation Review

As listed above, several variations are requested for the proposed signage options. A summary is noted below:

Standard	Code Requirement	Proposed Variations	Notes
Sign Type - Electronic Message Board Signs	Prohibited	Permitted	
Sign Type - Advertising Signs	Prohibited	Permitted	
Ground Sign - Number	1 per frontage	N/A	2 ground signs permitted
Option 1 - 7' x 14' electronic message board	.		
Height	12 feet	N/A	Requirement met
Size	60 square feet	98 square feet	+38 sq ft
Location	4 feet from property line	N/A	Requirement met
Option 2 - 7' x 14' and 6' x 12' electronic me	essage board		
Height – both signs	12 feet	N/A	Requirement met
Size			
7' x 14'	60 square	98 square feet	+38 sq ft
6' x 12'	feet	72 square feet	+12 sq ft
Location			
7' x 14'	4 feet from	N/A	Requirement met
6' x 12'	property line	1.93 feet from property line	-2.07 ft

The variations represent permissions to both code prohibitions, and size, setback and height parameters. The electronic message board is not a permitted sign within Darien, although past variations have been approved. Most recently, variations were granted for a 23'-4" sign at 6710 Route 83 and also to Chuck's at 8025 South Cass Avenue. With this type of signage, which has electronic changeable copy, an additional variation is needed to the illuminations standards. While images would change every 10 seconds, the requested approval would abide by conditions placed on other approved signs, such as prohibitions to motion and animation, and general requirements to meet code illumination standards. The sign will be equipped to dim in the evening and low-light conditions.

Staff additionally notes that neither option contains tenant panels for the proposed businesses on the property, although they will have rights to advertise through the electronic message board. Limited directional signage advertising the businesses could be permitted if under four square feet, and also on the existing ground signs for Brookhaven Plaza. If Option 2 is approved, a future variation may be requested for a ground sign closer to the entry from Cass Avenue if signage is determined inadequate.

Per Section 4-3-18 of the Sign Code, the following shall be considered when granting a variation from the Sign Code:

- 1. The available locations for adequate signage on the property.

 The corner of this site has been identified for its visibility and greatest opportunity for communication.
- 2. The effect of the proposed sign on pedestrian and motor traffic.

 Limitations on motion and light intensity, 10 second duration for images as required by IDOT, and additional landscape and design measures are being proposed to minimize effects and still communicate effectively.
- 3. The cost to the applicant in complying with the Sign Code as opposed to the detriment, if any, to the public from granting of the variation.

 Signage provided by the vendor allows no cost to the City while providing a needed communication service.
- 4. If undue hardships and practical difficulties result in complying with the Sign Code and if these hardships are a result of previous actions of the applicant.

 Without variations, this signage could not be permitted on the site. As a "Community Digital Network", the signage could not be permitted at any location without variations, but the highly trafficked intersection creates a unique condition.
- 5. The general intent of the Sign Code.

 In conformance with the intent of the sign code, the requested signage would promote civic engagement, be of high quality to match the adjacent development, and be an economic generator for local businesses.

Section 4-3-2 of the Sign Code provides the general intent of the Sign Code:

This sign code is adopted for the following purposes:

- 1. To promote and protect the public health, safety, comfort, morals, convenience and general welfare of the residents of the City.
- 2. To enhance the physical appearance of the City by preserving the scenic and natural beauty of the area.

- 3. To promote the safety and recreational value of public travel.
- 4. To protect the public investment in streets and highways by reducing sign or advertising distractions that may increase traffic accidents.
- 5. To ensure compatibility of signs with surrounding land uses.
- 6. To enhance the economy of the City by promoting the reasonable, orderly and effective display of outdoor advertising.
- 7. To protect the pedestrians and motorists within the City from damage or injury caused by distractions, obstructions and hazards created by a proliferation of off-site advertising signs.
- 8. To prevent the proliferation of off-site advertising signs which distract from the development of the City in an aesthetically pleasing manner.
- 9. To preserve the character of the City which is a single-family residential community by assuring the compatibility of signs with the surrounding land uses.

In past approvals for illuminated electronic message boards, the City mandated the following conditions, which are also proposed for this request:

- 1. Messages will be held for at least 10 seconds.
- 2. Messages will change all at once.
- 3. Messages may display multiple colors.
- 4. Illumination will maintain a constant light intensity or brightness.
- 5. Illumination brightness will comply with the Sign Code.

If approved, the above would become noted conditions written into the Ordinance.

PZC Summary - 2.5.2020 and 2.19.2020

This hearing was opened on February 5, 2020. Testimony was received at that hearing and **minutes** are included in this packet. The PZC continued the hearing to February 19, 2020 so that staff could revise the request based on both public comment and PZC discussion.

On February 5, approximately 4 residents were in attendance. Concerns included the addition of signage on an already busy intersection and the for-profit nature of Chicago Billboards. The size, number, height, setback of the signs were also discussed.

Similar opinions were expressed in public commentary on February 19. Additional concerns were raised on the overall effects of future traffic incidents.

The Commission considered separate motions on both Option 1 and Option 2. Option 1 (one sign) received a positive recommendation with a voting record of 5-3, and Option 2 (two signs) received a negative recommendation with a voting record of 2-6.

MSC Summary – 2.24.2020

On February 24, the Municipal Services Committee reviewed the petition and the recommendations of the PZC. Alderman Kenny provided copies of a transportation report as provided in public comment, which had previously been heard through public testimony during the Planning and Zoning Commission hearings. A copy of the excerpt has been attached in the "Additional Supporting Documents". Some discussion was made on the findings of the report, which centered on increased traffic risks as a result of electronic signage, but the Committee noted that the report discounted the results as inconclusive. The representative from Chicago Billboards, Bill Przbylski, stated that communities have not indicated any traffic concerns or accident increases after installation.

Staff discussed and provided additional depictions of signage in Bolingbrook at the corner of Boughton and Weber Roads as the signage illustrated similar setbacks and size to the current petition. Committee discussion focused on the overall impact and necessity of one versus two signs at the intersection.

The Committee deliberated and considered the separate motions on both options. Option 1 (one sign) received a positive recommendation with a vote of 2-1.

Specific to Option 2 (two signs), the Committee voiced reservations without a clear understanding of the signage impact when the commercial building has not yet been constructed. The opportunity to place a temporary sign structure on-site to illustrate the overall effect was recommended, and the tabling of Option Two was considered until such time. Ultimately, a motion to approve was made but failed with a vote of 1-2, however the Committee stated that staff and Council could consider options such as deferring a decision on two signs until a later date.

Due to this recommendation, staff prepared a new Option 3, which would permit a conditional approval for the second sign. The ordinance would be crafted to 1) allow the infrastructure to be installed in preparation of the second sign, 2) provide a 1 year sunset clause for the second sign approval, and 3) that the item would need to be returned to Council for approval prior to construction. Option 3 would establish the second sign variations, but the sign could only be constructed once Council voted a second time.

Based on this recommendation, staff moved forward with the three options for consideration in the Issue Statement.



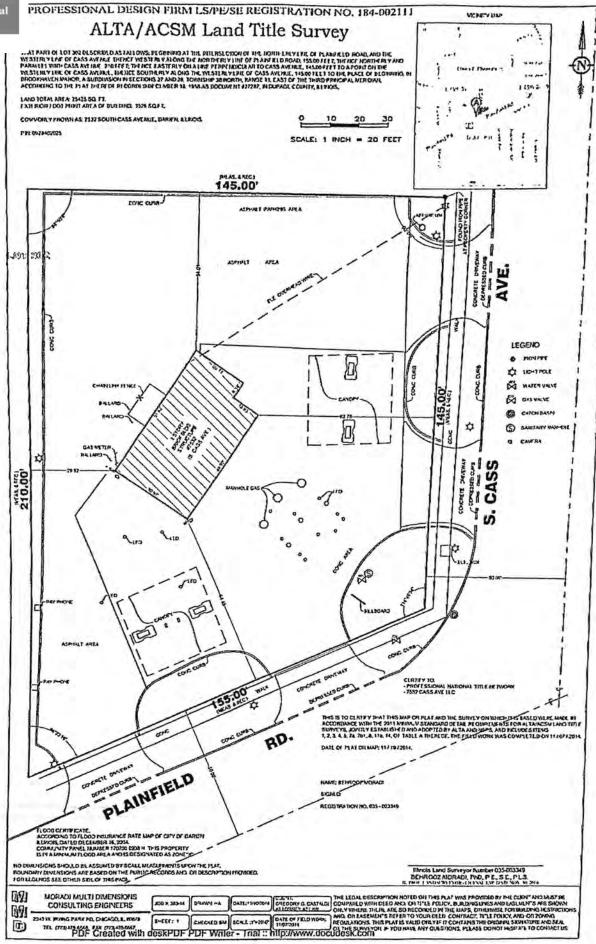
ZONING APPLICATION

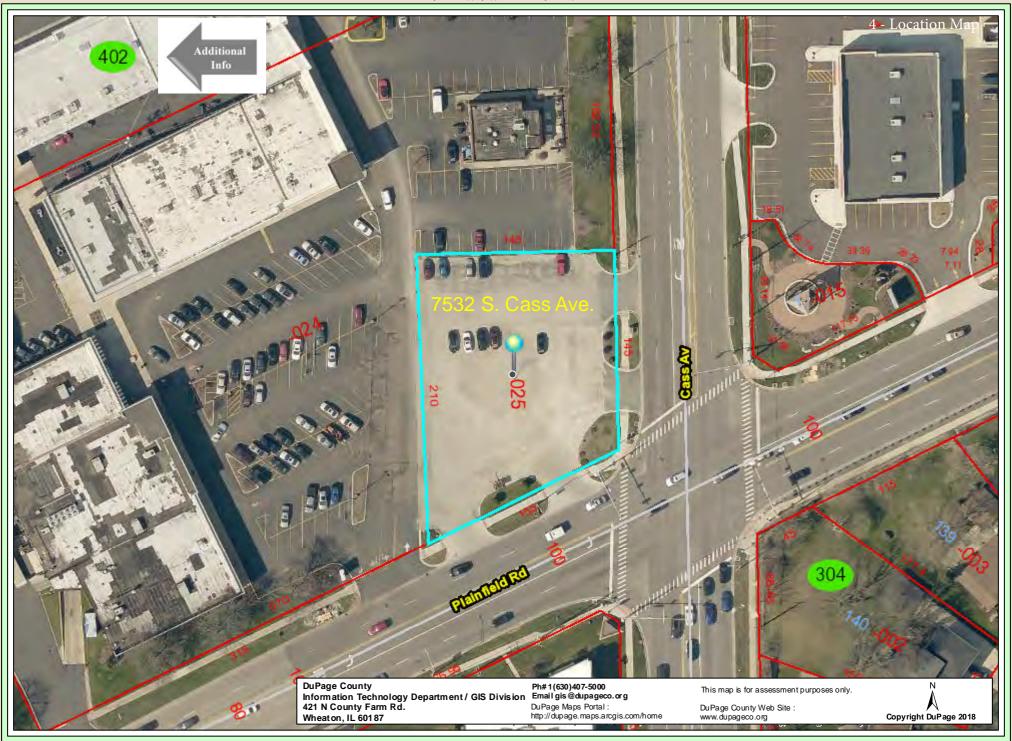
CITY OF DARIEN
1702 Plainfield Road, Darien, IL 60561
www.darienil.us 630-852-5000

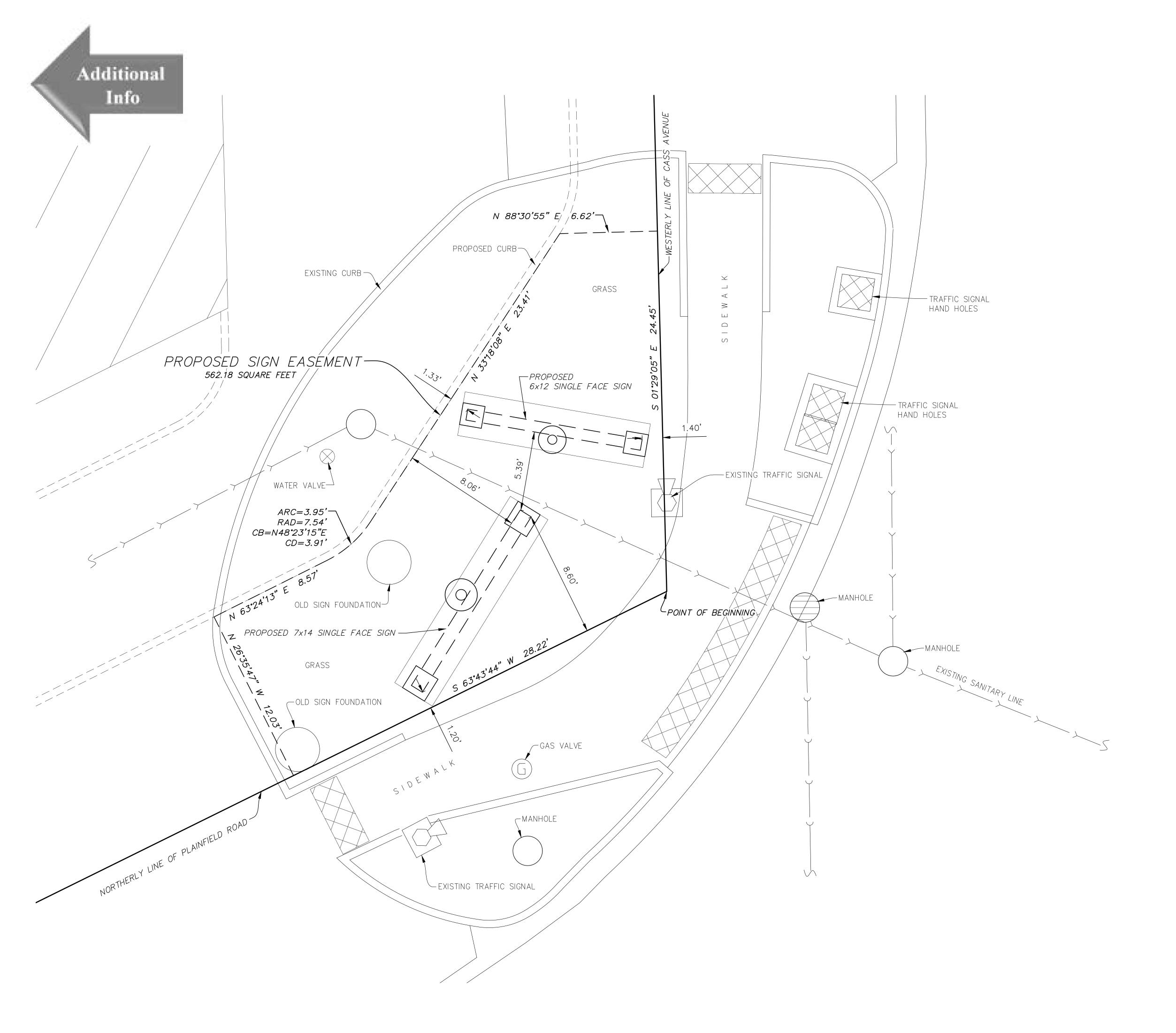
CONTACT INFORMATION

CITY OF DARIEN	_ 7532 Cass AVE LLC
Applicant's Name	Owner's Name
1702 PLAINFIELD RD	- C/O JENCO ZUZ BUNTIN
Address, City, State, Zip Code DARIEN 6561	Address, City, State, Zip Code BLOOMING DA
630.852.5000	630.212.1644
Telephone	Telephone
	JMANOS@BAJIAFINANCIOL.
Email	Email
PROPERTY INFORMATION	
7532 5. CASS AVE	09-28-402-025
Property address	PIN Number(s)
82	PETAIL
Zoning District	Current Land Use(s)
Brief description of the zoning approval requested. (Contact the Source of the Zoning approval requested. (Contact the Source of the Contact the Source of the Contact the Source of the Contact the Source of the	
C CASSIAND PLAINFIELD	RUCY 2 MARBUET SIGNS
ON / Ju	
As Notary Public, in and for DuRage County in Illinois, I do hereby cert that is personally know by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have	wn Date Received: \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\
igned this document as their own free and voluntary act, for the	
urposes therein set forth. iiven under my hand and seal, this I day of <u>January</u> 20	Hearing Date: 2151202
Voxary Public	MARIA - GUINTALEZ N PUBLIC STATE FILLINGIS MARIA - GUINTALEZ N PUBLIC STATE FILLINGIS

Additional Info







5d - Proposed Easement Site Plan

PROPOSED SIGN EASEMENT DESCRIPTION:

THAT PART OF LOT 302 IN BROOKHAVEN MANOR SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 28 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 63 DEGREES 43 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY LINE, 28.22 FEET; THENCE NORTH 26 DEGREES 35 MINUTES 47 SECONDS WEST, 12.03 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 13 SECONDS EAST, 8.57 FEET; THENCE NORTHEASTERLY 3.95 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7.54 FEET (CHORD BEARS NORTH 48 DEGREES 23 MINUTES 15 SECONDS EAST, 3.91 FEET); THENCE NORTH 33 DEGREES 18 MINUTES 08 SECONDS EAST, 23.41 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 55 SECONDS EAST, 6.62 FEET TO SAID WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 01 DEGREES 29 MINUTES 05 SECONDS EAST ALONG SAID WESTERLY LINE, 24.45 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS.

PARENT PARCEL DESCRIPTION:

THAT PART OF LOT 302 DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210.00 FEET; THENCE EASTERLY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.



ADDITIONAL DOCUMENTS PLANNING AND ZONING COMMISSION February 5, 2020

Case

PZC 2020-01 7532 South Cass Avenue (Sign Variations)

Public Correspondence

- 1. D. Gombac email response 02.03.2020
- 2. D. Gombac additional correspondence 02.03.2020
- 3. "Transportation Research Part A" as submitted for public hearings

From: <u>Dan Gombac</u>

To:

Cc: Eric Gustafson; Tom Belczak; Michael J. Coren; Mary Sullivan; Lester Vaughan; Joseph Kenny; Thomas Chlystek;

Bryon Vana; Joseph Hennerfeind; Lou Mallers; Ted schauer; Joe Marchese

Subject: RE: Zoning Request for Electronic Signage at Cass and Plainfield

Date: Monday, February 3, 2020 2:27:57 PM

Attachments: Goal Setting - Tuesday October 29th - 630 p.m..msg

Good afternoon Chris.

Your e-mail was forwarded to me this morning and we appreciate your feedback. Please see the responses below to your inquiries and feel free to call me to discuss anything additional. We would also encourage you to attend the Public Hearing Meeting on Wed at 7:00 pm, at the City Hall.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Eric Gustafson <egustafson@darienil.gov>

Sent: Monday, February 3, 2020 10:19 AM **To:** Dan Gombac <dgombac@darienil.gov>

Subject: Fwd: Zoning Request for Electronic Signage at Cass and Plainfield

Sent from my iPhone

Begin forwarded message:

From:

Date: February 1, 2020 at 5:50:29 PM CST

To: < tbelczak@darienil.gov>

Cc: <imarchese@darienil.gov>, <micoren@darienil.gov>, <msullivan@darienil.gov>,

<<u>lvaughan@darienil.gov</u>>, <<u>ikenny@darienil.gov</u>>, <<u>tchlystek@darienil.gov</u>>,

<egustafson@darienil.gov>, <tschauer@darienil.gov>

Subject: Zoning Request for Electronic Signage at Cass and Plainfield

Mr. Belczak,

I am a Darien resident living within your ward. I have read through the packet regarding the zoning variance request which is to be reviewed this coming Wednesday,

which packet was (unfortunately) not made available for public review until yesterday.

The City posts materials (agenda/meeting packets) the week prior to meetings – this is in adherence with Illinois Open Meetings Act law, which requires local governments to post the agenda 48 hours in advance of a public meeting. The City also met the legal posting requirements for holding a public hearing by publishing a notice in the DuPage Chronicle on Jan. 22. It's important to note that the Feb. 5 meeting is one of several opportunities for public comment on the electronic message board signs. Other opportunities include upcoming Municipal Services Committee and City Council meetings (dates TBD). These meeting packets will also be available the week before the meeting. If you are unable to attend in person, you can call or email City Planner Joseph Hennerfeind at 630-353-8113 or jhennerfeind@darienil.gov. Written and verbal comments will be shared with the appropriate committees and City Council.

At base, I do not object to having a monument-style sign to "welcome" folks to Darien. I do however object to the physical scale of the proposed. At a minimum, there should be no variance permitted to go beyond the existing 12' height limit, nor a variance to allow for dual signage. Too much and out of scale as proposed. Let's stick to our agreed standards and codes.

The goal of the signs was to communicate City meetings, events, and seasonal info. We appreciate the note to the height and will forward your points to the Planning and Zoning Members. The height variance was requested for the following,

Landscape enhancement at the base

Optimal size for viewing to motorists and most importantly for Darien residents and businesses

Placement of the verbiage "City of Darien" to enhance "center of town" and compliment the City owned Clock Tower across the street

But more importantly, above any other concerns and misgivings I may have, I object in the strongest possible terms to the giveaway of rights to use land owned by the City of Darien to Chicago Billboard, a for-profit advertising corporation intent on using the land to earn large sums of money, and to doing so without competitive bidding or any tangible and appropriate rent or remuneration to the City and it's resident taxpayers.

The City does not and will not own the property for the sign
The City requested an easement from the property owner for the right to post City
related items

The City will not own or maintain any portion of the signage and/or landscaping

• The "Privilege" of having one of eight advertising slots on these advertising billboards is, realistically, of absolutely no tangible value to the taxpayers. The city already has multiple ways to communicate with residents in physical and online formats. The marginal value of doing so on this signage is extremely minimal, especially in view of the high imputed cost to the City of Darien in

terms of forgone rental income, at a time when the City's needs for additional revenue are very clear and even acute.

The elected group held a had a Goal Setting Workshop on Oct 29, 2019. Please see the attached agenda under topic of Communications.

• In addition, it appears that this lucrative concession is being awarded to Chicago Billboard without competitive bid. Why?

The City does not and will not own the property or the sign.

Clearly, the concession being awarded is of great financial value, or else Chicago Billboard would not be interested. How is it that the rights to use this property, of which I and all the Darien taxpayers are joint owners, and the revenue stream which it will generate for Chicago Billboard, are being given away for free to a for-profit company without any effort to evaluate other potential offers?

Please feel free to provide any further feedback/offers.

• Further it seems to me that, rightly or wrongly, to a reasonable disinterested observer the last-minute delivery to the public of the details of the proposal could potentially be viewed as having been purposely planned to minimize scrutiny by the taxpayers. While the City's hand-written request for zoning variance was not officially processed until January 17, all the other project plans and documents were clearly complete months ago. With all documents being in hand by the 17th of the month, why should it take 2 weeks to post the details on the City's web site?

City Staff was directed to pursue opportunities with marquee signage as a result from the Goal Setting Workshop. The City requested of the developer consideration regarding an opportunity for the marquee signs and to allow the City to display info as stated above. The developer agreed to the concept and Staff reached out to neighboring municipalities regarding City owned marquee signs and were forwarded contact info for Chicago Billboards.

In other words, Darien's taxpayers have been allowed less than one calendar week to review these documents before the related Zoning Board meeting.

Please note the item regarding the signage was mentioned at the Public Hearing, Municipal Services, and the City Council, for the site development back on Dec 18, 2019. The posting regarding the variation was posted on Dec 4, 2019.

What is the rush?

There is no rush to this item

If technical or operational issues truly prevented the web posting of the detailed proposal packet from being completed any earlier, then why not reset the date for the Zoning Board meeting to allow more time for public input?

There were no technical or operational issue

The prior two Zoning Board meetings were cancelled, so it would not be an unusual occurrence.

In short, No-Bid, No Revenue and Rushed are *NOT* the attributes I would associate with a proper and prudently negotiated Real Estate rental contract. Especially not when the Lessor is a municipal government such as the City of Darien. To put I bluntly, given the no-bid, no revenue basis of the proposal, and the delayed availability of details for public review, the approach to this project could easily be viewed as having been, at best, rather rushed and flawed and, at worst, as being tinged with the appearance of potential insider politics and weak governance and stewardship by the Zoning Board and the entire City Council.

No further comments, items addressed above

In Summary, I feel strongly that both the Zoning Board and the City Council need to take a step back and carefully reconsider both the plan and the process for awarding this concession, and to consider the following contrary views:

1) No variance should be granted at the February 5 meeting of the Darien Zoning Commission.

Your comments will be forwarded into the record, to the Commission, Committee and City Council.

2) If such variance is recommended by the commission at this meeting, the full City Council should reject the variance as premature and make recommendations for further consideration of the City's options.

Please provide any additional feedback or options.

3) Any such concession by the City of Darien for the use of this or any other city-owned property by private individuals or for-profit organizations must include tangible, reasonable and fair financial compensation to the city and its taxpayers. To do otherwise would be nothing less than a breach of the City Council's

fiduciary duty to its taxpayer citizens.

City does not own, or maintain any land or signage.

4) Above all, the awarding of such a lucrative concession by the City of Darien MUST only be considered after conducting a fully transparent, open and free public bidding process. This concession is simply of too great a value to be granted as a no-bid, no revenue deal. I worry that to do otherwise could potentially open up the entire City Council to questions of impropriety in the awarding of the contract.

Same reply as above.

Thank you for taking the time to read this admittedly long note. I hope you and
everyone on the Darien City Council will carefully consider my concerns while reviewing
plans for this project.

Sincerely,

Chris Thomas

Darien

From: <u>Dan Gombac</u>
To:

Cc: Eric Gustafson; Tom Belczak; Michael J. Coren; Mary Sullivan; Lester Vaughan; Joseph Kenny; Thomas Chlystek;

Bryon Vana; Joseph Hennerfeind; Lou Mallers; Ted schauer; Joe Marchese

Subject: RE: Zoning Request for Electronic Signage at Cass and Plainfield

Date: Monday, February 3, 2020 7:34:53 PM

Good evening Chris,

Thank you for your e-mail and understanding. Again, feel free to call me or any of Staff members any time.

Sincerely,

Daniel Gombac Director of Municipal Services 630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From:

Sent: Monday, February 3, 2020 6:15 PM **To:** Dan Gombac <dgombac@darienil.gov>

Cc: Eric Gustafson <egustafson@darienil.gov>; Tom Belczak <tbelczak@darienil.gov>; Michael J.

Coren <mjcoren@darienil.gov>; Mary Sullivan <MSullivan@darienil.gov>; Lester Vaughan

<lvaughan@darienil.gov>; Joseph Kenny <jkenny@darienil.gov>; Thomas Chlystek

<TChlystek@darienil.gov>; Bryon Vana <bvana@darienil.gov>; Joseph Hennerfeind

<jhennerfeind@darienil.gov>; Lou Mallers <l.mallers@comcast.net>; Ted schauer

<tschauer@darienil.gov>; Joe Marchese <jmarchese@darienil.gov>

Subject: RE: Zoning Request for Electronic Signage at Cass and Plainfield

Dan,

Thanks for your note. And for your patience and your forbearance. It appears I owe you and everyone on this thread a major apology for over-reacting based upon a serious misconception.

I was working under the belief, based in part on the zoning variance request having been signed by you, that it was the city which owned the property on the periphery of the corner and that easement had been granted by the mall owner for the City to further encroach on the mall in order to accommodate the signage, as opposed to the other way around.

Given that this is not the case, clearly my concerns are invalid and moot.

Again, please accept my apology for injecting unnecessary and unwarranted concerns into to the discussion and adding to your workload. I do hope to be able to attend on

Wednesday, if at all possible.

Sincerely,

Chris Thomas

4.3.2. Gender

Research also suggests that gender can have an impact on responses to static roadside advertising sign content, with women showing greater distraction in response to advertisements evoking negative emotions, and men showing greater distraction to advertisements with sexual content (Olejniczak-Serowiec et al., 2017). Overall, men appear to be more likely to read digital roadside advertising signs than women (Islam, 2015); however, women appear to have longer gaze duration than men, meaning that they were distracted for a longer time period (Lee et al., 2004). It is important to emphasise that research into gender differences is limited, and the significant results only displayed small effect sizes. As such, these findings should be treated with caution.

4.3.3. Other personal characteristics

The level of distraction an individual may experience when driving past a roadside advertising sign may also differ according to transient factors such as fatigue and motivations (Horberry and Edquist, 2008). Also, it has been suggested that a driver's level of distraction might increase depending on whether the content of the sign is appealing to an individual or not (Chattington et al., 2009). While these factors have been identified as important, their effect on a driver's level of distraction when driving past roadside advertising signs has not yet been examined. It is also possible that more permanent personal characteristics such as beliefs towards safety or personality could influence this distraction; however, research is yet to explore this.

4.4. Safety implications of roadside advertising signs

Analysis of crash data has suggested a link between roadside advertising signs and safety (Cairney and Gunatillake, 2000; Sisiopiku et al., 2015). Research suggests that crash risk increases by approximately 25–29% in the presence of digital roadside advertising signs compared to control areas (Islam, 2015; Sisiopiku et al., 2015). On the other hand, static roadside advertising signs have not been linked with differences in the crash count (Yannis et al., 2013). However, this finding is contrary to previous research that suggests differences in crash counts exist in the presence of static roadside advertising, see Staffeld (1953) and Ady (1967). The quantity and quality of available evidence limit our conclusion.

Fixed object, side swipe and rear end crashes are the most common types of crashes in the presence of roadside advertising signs (Islam, 2015; Sisiopiku et al., 2015). In addition, drivers showed increased eye fixations and increased drifting between lanes on the road (Sisiopiku et al., 2015; Young and Mahfoud, 2007). In their meta-analysis of existing studies investigating digital roadside advertising signs; Sisiopiku et al. (2015) found an increased crash risk as a result of digital signs, however, the effect was exclusive to sections of road with intersections.

Studies into the before-and-after effects of the installation or removal of roadside advertising signs did not find a significant difference in crash prevalence when the sign was present on the road compared to when the sign was not present (Hawkins et al., 2012; Izadpanah et al., 2014; Yannis et al., 2013). These findings may demonstrate that drivers can self-regulate their interactions with roadside advertising (as they do with other distractions, see Oviedo-Trespalacios (2018)) and, therefore, it could be problematic if the roadside advertising design prevents self-regulation among drivers. For example, a roadside advertising sign can capture drivers' attention in moments of high driving demands such as heavy traffic or potential road hazards. As such, drivers would not be able to safely manage the additional workload.

5. Conclusion

5.1. Key findings

The evidence regarding roadside advertising safety has been widely scattered with little attempt to explore systemic patterns. This has hindered effective risk characterisation and an understanding of the mechanisms through which certain roadside advertising characteristics contribute to road crashes. To address this gap in the literature, the current study revised literature using a systematic approach informed by the Task-Capability Interface (TCI) model (Fuller, 2000). The TCI model is a seminal theoretical framework that explains determinants of driving behaviour and crash risk. To ensure a structured and efficient approach, the PRISMA framework (Preferred Reporting Items for Systematic Reviews and Meta-analysis) was used to guide this process (Moher et al., 2009).

A total of 90 unique documents were identified and reviewed using the Task-Capability Interface (TCI) Model. Overall, the findings show that the TCI model is useful in explaining the relationship between roadside advertising and driver behaviour. Roadside advertising signs were considered to be environmental clutter, which adds additional demands to the driving task. For example, some features of roadside advertising such as the changeability level have been consistently linked with changes in eye scanning behaviour of drivers (Beijer et al., 2004). Additionally, it seems that the impact that roadside advertising has on driving behaviour is greatly moderated by individual differences among drivers. Of great importance was that young drivers seem to invest more resources interacting with roadside advertising, suggesting a lower capacity to discriminate between relevant and irrelevant driving information (Stavrinos et al., 2016).

Based on the available evidence, it is not possible to conclude that there is a direct relationship between the driving behaviour changes that can be attributed to roadside advertising and subsequent road crashes. Most of the results in this respect remain inconclusive. However, there is an emerging trend in the literature suggesting that roadside advertising, particularly those signs with changeable messages, can increase crash risk (Gairney and Gunatillake, 2000; Sisiopiku et al., 2015). It is important to bear in mind that most of the empirical studies undertaken to date feature strong methodological limitations. Finally, roadside advertising technology is continually evolving, so there is a need for further research to ensure the recent technological advancements are addressed.

5.2. Policy implications

Advertising signs directed at road users are designed to communicate messages to the driving public. For the advertising industry, roadsides are sought-after, well established and increasingly profitable locations for advertising signs. Although the industry acknowledges the importance of safety, advertisers are not accountable for road safety and efficiency or the prevention of road trauma. Notably, government road agencies work to minimise driver distraction potential while advertisers seek to optimise it (Horberry et al., 2013). In this review, it is suggested that roadside advertising signs are associated with changes in crash risk. Unfortunately, findings from this review also revealed that research is not always conclusive regarding the mechanisms of these changes in crash risk. The lack of conclusive evidence limits the ability of policy-makers to apply risk-minimisation strategies. Nonetheless, roadside advertising is a legitimate business and public policy needs to manage the risks, not prohibit the activity. Commercial and community interest in roadside advertising is growing. Government road agencies also use roadside advertising signs for road safety campaigns and to communicate information about severe weather events and critical safety alerts (for example, child abductions). Given this demand trajectory, comprehensive empirical research will enable road regulators to develop robust technical standards that can be reliably and consistently applied across road agencies.

When setting public policy and technical standards, road agencies are reluctant to adopt subjective and qualitative guidelines, preferring to rely on defensible criteria drawn from independent evidence-based research. Without unequivocal evidence, some government road agencies develop technical criteria based on risk management and engineering principles substantiated by human factors, safety-in-design or driver-centred design approaches (Horberry et al., 2013). While these methods are reasonable, businesses and industries are challenging the legitimacy of road agencies' technical criteria citing the absence of systematic and supporting empirical data. Private sector practitioners are engaged to produce reports and make submissions outlining the rationale for why an advertising sign should be approved, despite its non-compliance with regulators' requirements or sufficient regard for human factors or ergonomic principles. In some instances, when applications for advertising signs are rejected on road safety grounds, applicants pursue their cases through the courts (Dulebenets et al., 2018; Sharpe, 2011).

As roadside advertising technologies are continually changing, there is a need for ongoing monitoring of the risks associated with emergent technologies. Therefore, continued monitoring of roadside advertising technologies and generation of safety data is necessary. Legislation in some jurisdictions such as the US has not progressed as fast as the roadside advertising technology (Sharpe, 2011). Likewise, although roadside advertising should naturally be driven by road safety concerns, some other policy considerations should be weighted as well e.g., scenic beauty (Sharpe, 2011) and clutter (Beijer et al., 2004). Sharpe (2011) explains that if left effectively unregulated, current technologies of roadside advertising would destroy the scenic vistas and put drivers (and other road users) at risk.

5.3. Practical recommendations

Some considerations also need to be made for the types of roadside advertising allowed and roadside advertising management. Concerning dwell time and transition, the following recommendations were defined based on current evidence:

- The message dwell time should be designed to expose drivers to only one image per interaction with a roadside advertising sign. Evidence from on-road studies has confirmed that dwell times of 7 sec in a motorway (more than 100 kph) (Dukic et al., 2013) or 7–10 sec in a 104 kph road (Belyusar et al., 2016) attract more glances. At the moment, there is insufficient information on the right dwell time duration, but a reduction in the number of drivers seeing changes would suggest that a number larger than 10 sec would be a conservative approach.
- Stavrinos et al. (2016) documented that when a changeable roadside advertising sign transitioned to another image, there was an
 increase in glances longer than two seconds. Transitions that occur less than 154 m distance could result in fewer glances that last
 longer than two seconds.
- Transition duration is particularly problematic. Belyusar et al. (2016) explained that drivers are neurophysiologically predisposed
 to orient to motion and sudden change in the periphery. We recommend increasing the transition duration to avoid sudden motion
 or change. Design features and illumination guidelines could be utilised to mitigate these risks.

About location, the following recommendations were defined based on current evidence:

- Roadside advertising should not be located in complex driving locations where the traffic conditions are likely to change rapidly, or in the centre of drivers' field of view (i.e., viewable from the centre of the windshield at any point during viewing) (Wilson and Casper, 2016).
- Drivers seem to display performance decrements even after their interaction with the roadside advertising sign is finished. A
 "recovery zone" (road segment with low driving demands and lack of unexpected risks) of at least 8 sec should be considered after
 digital roadside advertising signs (Schieber et al., 2014).

Two key findings about illumination should be considered:

• The illumination of roadside advertising is an important issue that needs to be regulated. Road advertisements should not be overbright, with the luminance of digital signs not exceeding that of static signs (Roberts, 2013).

Additionally, luminance should be within 10-40 times the brightness of objects (e.g. headlights) within the driving environment
to allow for transient adaptation effects (CTC, 2012).

It is important to note that the practice recommendations are likely only to apply to passenger car drivers, given the limited amount of research conducted using other road users. Evidence from the literature review suggests that motorcycle riders directly modify their vision towards billboards (their average fixation duration when viewing billboards was 339.33 ms), as well as their reaction time, with motorcyclists showing a significantly faster reaction time after viewing negative roadside advertisements than after viewing positive and neutral advertisements (Megías et al., 2011). Likewise, other studies have found that bicycle riders report that billboards can result in distraction from the driving task (Useche et al., 2018). There is a need to investigate the full impact of billboards on road safety, and this research needs to consider the wide range of road users and their interactions.

Finally, one of the issues that emerged from this review is the need for a better understanding of the role of the roadside advertising content. The results showed that both the appearance of billboards (graphics vs. text, text size, colours, etc.) and the content itself (taboos, negative vs positive/neutral contents, etc.) interact with driving behaviour.

5.4. Future research

As roadside advertising technology and the transport system is constantly changing, continued monitoring of roadside technologies and generation of safety data is necessary. Additionally, regulators should consider a general human-factors metric (e.g., the amount of attention required to process the roadside advertising sign using eye movements or driving performance) to regulate permitted technologies and road traffic design recommendations. Furthermore, the concept of the 'recovery zone', in which it was concluded that roadside advertising sign effects could migrate to the 8 sec of travel beyond the sign (Schieber et al., 2014) is an important concern that needs further study. There is also a need to empirically assess the most appropriate dwell time for changeable roadside advertising signs. Importantly, the full impact of roadside advertising signs on road safety requires further investigation, and this research needs to consider the wide range of road users, including motorcycle riders and pedestrians, and their interactions.

Future studies also need to consider including a wider range of participants, as most studies have involved healthy participants with perfect vision and considerable driving experience. As studies in the U.S. have found young and senior drivers are more likely to be affected by roadside advertising, focusing on these age groups is also an important area to consider for future research. Finally, qualitative research approaches also need to be considered, as this type of research can be beneficial in defining optimal research questions and identifying emergent issues.

Acknowledgements

This work is partially supported by the Transport Academic Partnership between the Queensland Department of Transport & Main Roads (DTMR) and Queensland University of Technology (QUT). We thank Rachel Kelly (Queensland University of Technology) for her support in the preparation of this manuscript.

Appendix A. Supplementary material

Supplementary data to this article can be found online at https://doi.org/10.1016/j.tra.2019.01.012.

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ADDITIONAL DOCUMENTS PLANNING AND ZONING COMMISSION February 5, 2020

Case

PZC 2020-01 7532 South Cass Avenue (Sign Variations)

Additional Documents

- 1. LED Billboard Sign Brightness & Capabilities
- 2. Signage Rendering w/ water feature.
- 3. Google Images Boughton and Weber Roads



January 20, 2020

Subject: LED Billboard Sign Brightness & Capabilities

Brightness Levels: The brightness level of all Watchfire digital billboards is pre-set at the factory not to exceed 7,500 NITS during daytime operation and 300 NITS during nighttime operation. These settings are compliant with standards as established by the Outdoor Advertising Association of America (OAAA). Both day-and-night maximum brightness is capped via software and cannot be brightened in the field.

A NIT is a measure of luminance and normally used to express the brightness of LEDs. LED sign brightness is commonly converted from NITs to foot-candles. Foot-candle measurements are generally taken at night from a distance of 100 feet or more. Watchfire billboard displays will not illuminate more than 0.3 foot-candles above ambient light when measured at night at a specified distance.

Automatic Dimming Capability: All Watchfire digital billboards automatically adjust their brightness as ambient light levels change. A 100-step photocell automatically and immediately adjusts the sign's light levels during storms and at dusk. At night, the LED operates at approximately 4% of its' daytime maximum brightness. The night time percentage varies based on ambient light conditions. A billboard operator can adjust the billboard to run dimmer than the standard established by the factory, but not brighter.

Hold Time: The hold time for an advertisement is controlled by the billboard operator and can be adjusted to standards established by local regulation. Most require an ad to hold for a minimum of 6-8 seconds. Tests run by the OAAA indicate a dwell time of 8 seconds is optimum for conveying the information in an advertisement in a safe manner. Watchfire billboards have no animation, flashing, or scintillating capabilities and can only display static messages at the preset dwell times.

Transition settings: All Watchfire billboards are designed to change from one ad to the next instantaneously. This cannot be changed by the billboard operator. The boards have no transition capabilities between slides such as slide-ins or slide outs similar to PowerPoint type presentations.

I hope this information has been of assistance. If you have questions or need more information please do not hesitate to contact me.

Thank you,

Ray Digby

ray.digby@watchfiresigns.com

Phone: (800) 637-2645

Fax: (217) 442-1020 | watchfiresigns.com



Explanation of OAAA Recommended Brightness Guidelines

There are at least two ways to evaluate the brightness of a LED digital display. A preferred method uses a footcandle meter to determine the amount of light that reaches various points in front of the digital display. A second method uses a luminance meter (frequently called a nit gun) to determine the amount of light emitted by a light source.

Explanation of Footcandles vs. Nits

A brightness standard measured in nits (candelas/square meter) typically contains a maximum value for daytime and nighttime. The footcandle standard has only one value but is measured from different distances based on display size.

An LED sign generates luminance at the source (measured in nits), but this raw source is not what the human eye sees from a distance. The human eye sees illuminance (measured in foot candles) from a point at a certain distance from the LED sign. Illuminance is greatly affected by ambient light and surrounding conditions. As such, it is usually preferred by regulators.

Q: What is the definition of Luminance1?

lu·mi·nance/'lumenens/ [loo-muh-nuhns]-noun

- 1. The state or quality of being luminous.
- 2. Also called luminosity, the quality or condition of radiating or reflecting light: the blinding luminance of the sun.
- 3. Optics The quantitative measure of brightness of a light source or an illuminated surface, equal to luminous flux per unit solid angle emitted per unit projected area of the source or surface.

Q: What is the definition of Illuminance?

/i'lumanans/ Compare irradiance E v, Sometimes called: illumination the luminous flux incident on unit area of a surface. It is measured in lux²

Q: What is a foot candle?

n. (Abbr. fc or ft-c)

[foot-kan-dl] noun Optics.

A unit of illuminance or illumination, equivalent to the illumination produced by a source of one candle at a distance of one foot and equal to one lumen incident per square foot. Abbreviation: FC³

Also:

A unit of illuminance on a surface that is everywhere one foot from a point source of one candle4

¹ Dictionary.com http://dictionary.reference.com/browse/luminance?s=t

² Dictionary.com http://dictionary.reference.com/browse/illuminance?s=ts

³ Dictionary.com http://dictionary.reference.com/browse/foot+candle?s=t

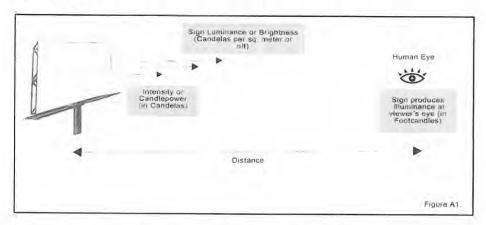
⁴ TheFreeDictionary.com http://www.thefreedictionary.com/Footcandle

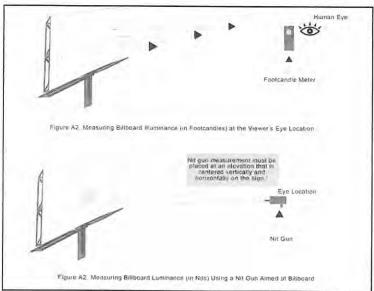
Q: What is a nit?

A:

noun Physics.

a unit of luminous intensity equal to one candela per square meter. Abbreviation: nt⁵
-A unit of illuminative brightness equal to one candle per square meter, measured perpendicular to the rays of the source.⁶





⁵ Dictionary.com http://dictionary.reference.com/browse/nits?s=t

⁶ TheFreeDictionary.com http://www.thefreedictionary.com/nit

⁷ Nit gun readings are most accurate when the readings are taken directly perpendicular from the light source. As a result, the best place to take Nit gun readings is from a elevated height perpendicular to the digital display. If this is not possible, moving back from the digital display 350' to 500' on the center line will minimize the loss of accuracy. However, the distance away from the digital display cannot cause the nit gun measurement circle to fall outside the lighted digital billboard face.

-Source: Dr. Ian Lewin, Ph.D. Lighting Sciences, Inc. Digital Billboard Recommendations and Comparisons to Conventional Billboards.

Why use Foot candles over Nits as a unit of measurement?

- Foot candles measure the variance from ambient light. This assures a government that the sign will not be too bright for conditions. At different parts of a day the ambient lighting can be significantly different with clouds or fog. Conversely, the same can be true about nighttime conditions when an adjacent commercial lot turns on or off their parking lot lighting. Regulation using Nits merely sets a maximum and minimum level for day and night time conditions. Using the foot candle standard will not allow the sign to be too bright under a variety of conditions. (See Figure A2)
- Nits measure the brightness of the light at its source, without regard to ambient light. Establishing a lighting standard that ignores the brightness of the area (ambient light) allows the digital billboard to be too bright in dark environments and too dim in highly illuminated areas. In other words, fixed nit standards can allow the digital to operate at significantly higher luminance than is needed over the course of a 24 hour period.
- Nits: To measure nits you need to be directly perpendicular to the sign to measure, and get an accurate measurement. This is factored horizontally and vertically. There is a little bit of leeway on angle. Nits are directional in nature and billboard signs are usually aimed directly at the middle of the roadway. This in many cases puts the person performing the measurement in the travel lanes. In addition, due to the height of the average digital billboard a truck with a man-lift may be required. There is no specified distance you must be away from the sign to measure. (See Figure A2)
- Footcandles: With the footcandle standard you should be as perpendicular to the face as you can, but you do not have to be, to get a valid, accurate measurement. Footcandles can be measured multi directionally. You can take measurements at an angle to the sign face and receive valid measurements. The distance from which to measure is set at 250 ft away from the sign face for 14 x 48 size. This gives a regulator more options on places to stand.
- This makes the footcandle standard superior in ease of implementation. But even if we assumed they are both different, but similar in this regard, other more important factors tip the scales.
 - The footcandle standard is more restrictive in terms of lighting allowed, in a variety of conditions. As such, is usually preferred by regulators once they are educated on the differences.
 - The industry footcandle standard is tied to a required light sensor and dimming software.
 - Footcandles measure what the driver sees through their windshield in terms of light, where his car is.
 - Nits measure the light emanating from the sign face, typically a few hundred feet away.
 Not necessarily what the driver is seeing.
- It also can benefit a government to use foot-candles instead of Nits as Nit guns are very expensive (estimated cost \$3,000.00). Light meters can cost as little as \$250.00.

There are 3 necessary components to insure a digital billboard will never be too bright for conditions.

- 1. Maximum brightness limits incorporating a footcandle standard
- 2. An ambient light sensor installed on the sign structure
- 3. Dimming software

The ambient light level of a digital billboard will not vary significantly from that of a traditional billboard display and, in many cases it will be less. The light output levels will be set to be appropriate for the surroundings.

OAAA recognized/member companies utilize a photocell on digital billboards so that the display will easily be seen by motorists under changing light conditions. Sophisticated dimming software constantly changes the brightness of the display in response to changing ambient lighting conditions. This insures a digital billboard will never be too bright for conditions.

The range of brightness varies greatly between daytime and nighttime conditions. In bright daylight, the unit must have higher intensity in order to be seen. During darkness conditions, the brightness can be set low and still be easily seen by motorists.

Why was 0.3 Footcandles chosen as the limit?

The 0.3 footcandle maximum illuminance level was carefully derived from a report completed by a former president of the IESNA.⁸ The recommended technique is based on accepted IESNA practice for "light trespass."

The Outdoor Advertising Association of America (OAAA) commissioned Dr. Ian Lewin, in 2008 a principal at Lighting Sciences, Inc., Scottsdale, AZ, to recommend criteria for brightness levels on digital billboards⁹. The standards are designed to minimize the risk of glare or unreasonable driver distraction.

Footcandle measurements are commonly used throughout the United States. Footcandle measures are widely used in the lighting industry, photography, film, television, conservation lighting, and construction related engineering and building code regulations¹⁰. In addition, footcandles are frequently cited in OSHA regulations. The OAAA believes that these lighting standards reflect the best practices of the Out of Home Industry.

⁸ IESNA - Illuminating Engineering Society of North America

⁹ Digital Billboard Recommendations and Comparisons to Conventional Billboards, by Dr. Ian Lewin Ph.D., FIES, L.C. Lighting Sciences, Inc., 7826 East Evans Road, Scottsdale, Arizona 85260

¹⁰ wikipedia.org/wiki/Footcandles

Appendix

OAAA Recommended Brightness Guidelines

Criteria #1 - Lighting Standards - Measurements:

The industry recommended criteria follows the lighting standards established by the Illuminating Engineering Society of North America (IESNA). The OAAA and member companies voluntarily adhere to the following guidance.

Recommended regulatory criteria:

Lighting levels should not exceed 0.3 foot candles (over ambient levels) as measured using a foot candle meter at a pre-set distance.

Pre-set distances to measure the foot candles impact vary with the expected viewing distances of each size sign. Measurements should be taken as close to perpendicular to the face as practical.

Measurement distance criteria:

Nominal Face Size	Distance to Measure From	
12' x 24'	150'	
10'6 x 36'	200'	
14' x 48'	250'	
20' x 60'	350'	

Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.

Criteria #2 - Alternate Regulatory Criteria

The brightness of light emitted from a changeable message sign should not exceed 0.3 foot candles over ambient light levels measured at a distance of one hundred fifty feet (150') feet for those sign faces less than or equal to three hundred square feet (300 sq. ft.), measured at a distance of two hundred feet (200 ft.), for those sign faces greater than three hundred square feet (300 sq. ft.) but less than or equal to three hundred eighty-five square feet (385 sq. ft.), measured at a distance of two hundred fifty feet (250 ft.), for those sign faces greater than three hundred eighty-five square feet (385 sq. ft.) and less than or equal to six hundred eighty square feet (680 sq. ft.), measured at a distance of three hundred fifty feet (350 ft.) for those sign faces greater than six hundred eighty square feet (680 sq. ft.)

Or use Alternate Table:

Sign Face Size	Distance of Measurement	
681-1200 square feet	350 feet	
385-680 square feet	250 feet	
300-385 square feet	200 feet	
200-300 square feet	150 feet	

Each display must have a light sensing device that will adjust the brightness as ambient light conditions change.

Criteria #3 - Optional Regulatory Addendum - (If standardized distances cannot be achieved in compliance with MUTCD roadside work, or if the site conditions will not allow measurements from the previous distances.)

In the event it is found not to be practical to measure a digital billboard at the set distances prescribed above, a measurer may opt to measure the sign at any of the alternative measuring distances described in the applicable table set forth below. In the event the sign measurer chooses to measure the sign using an alternative measuring distance, the prescribed footcandle level above ambient light shall not exceed the prescribed level, to be determined based on the alternative measuring distances set forth in the following tables (A), (B), (C), and (D), as applicable:

(A) For changeable message signs less than or equal to 300 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	0.68
125	0.43
150	0.3
200	0.17
250	0.11
275	0.09
300	0.08
325	0.06
350	0.06
400	0.04

(B) For changeable message signs greater than 300 square feet but less than or equal to 385 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level	
100	1.2	
125	0.77	
150	0.53	
200	0.3	
250	0.19	
275	0.16	
300	0.13	
325	0.11	
350	0.1	
400	0.08	

(C) For changeable message signs greater than 385 square feet but less than or equal to 680 square feet:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	1.88
125	1.2
150	0.83
200	0.47
250	0.3
275	0.25
300	0.21
325	0.18
350	0.15
400	0.12

(D) For changeable Message Sign greater than 680 square feet: Alternative Measuring Distance: Prescribed Foot Candle Level:

Alternative Measuring Distance	Prescribed Foot Candle Level
100	3.675
125	2.35
150	1.63
200	0.92
250	0.59
275	0.49
300	0.41
325	0.35
350	0.3
400	0.23
425	0.2
450	0.18
500	0.15





Google Maps 257 N Weber Rd

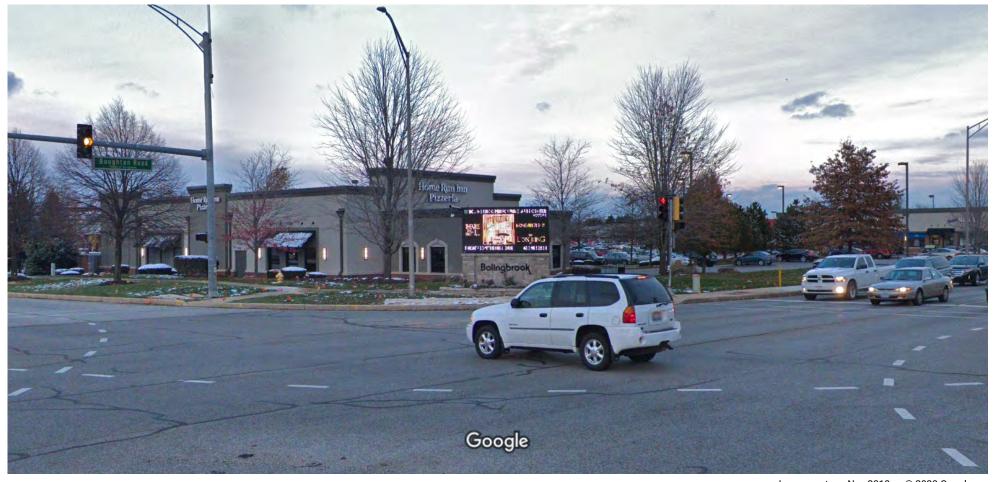


Image capture: Nov 2018 © 2020 Google

Bolingbrook, Illinois



Street View



Google Maps N Weber Rd



Image capture: Jul 2019

Bolingbrook, Illinois



Street View



Google Maps W Boughton Rd



Image capture: Jul 2019 © 2020 Google

Bolingbrook, Illinois



Street View



Google Maps W Boughton Rd

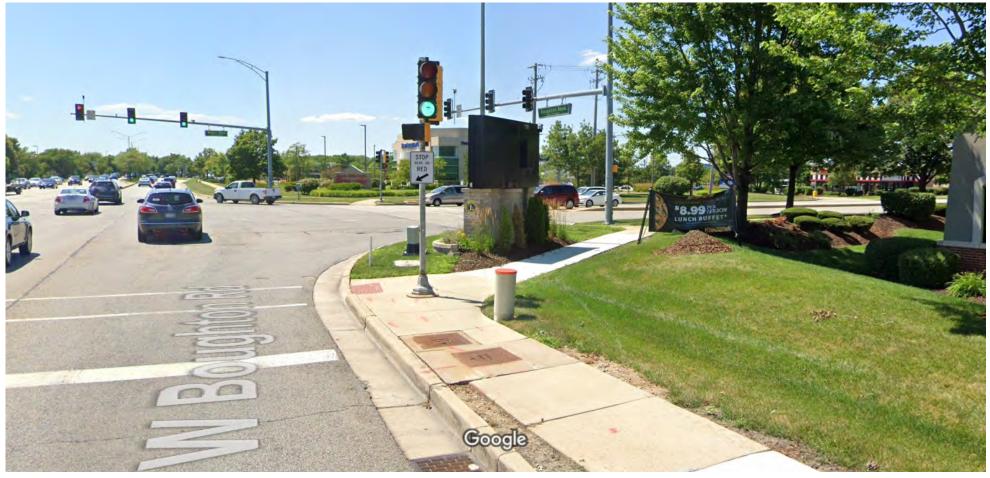


Image capture: Jul 2019 © 2020 Google

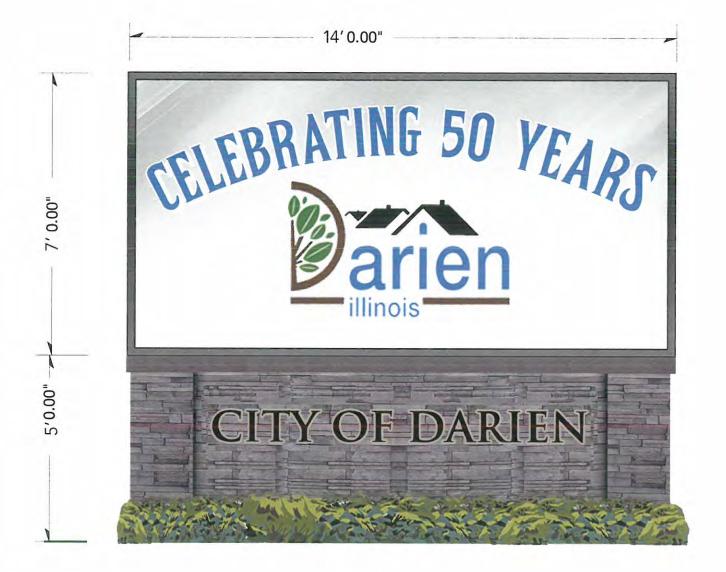
Bolingbrook, Illinois



Google

Street View









PHONE: 815.725.9080

FAX: 815.725.7543

EMAIL:

SIGNS@EXPSIGNS.COM

ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER: CHICAGO BILLBOARD PROJECT ADDRESS: CITY OF DARIEN

PROJECT: EMC MONUMENT SIGN PROOF NO#:

017-085 DESIGNER:

DATE: 12.9.2019

SCALE: 1/4"=1"

NOTES:

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SIGN TYPE:

APPROVED BY:

DATE APPROVED:

2017 EXPRESS SIGNS, INC.

(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER EMC DETAILS:

- Watchfire 16mm EMC
- Cabinet Dimensions: 7'-0"h x 14'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

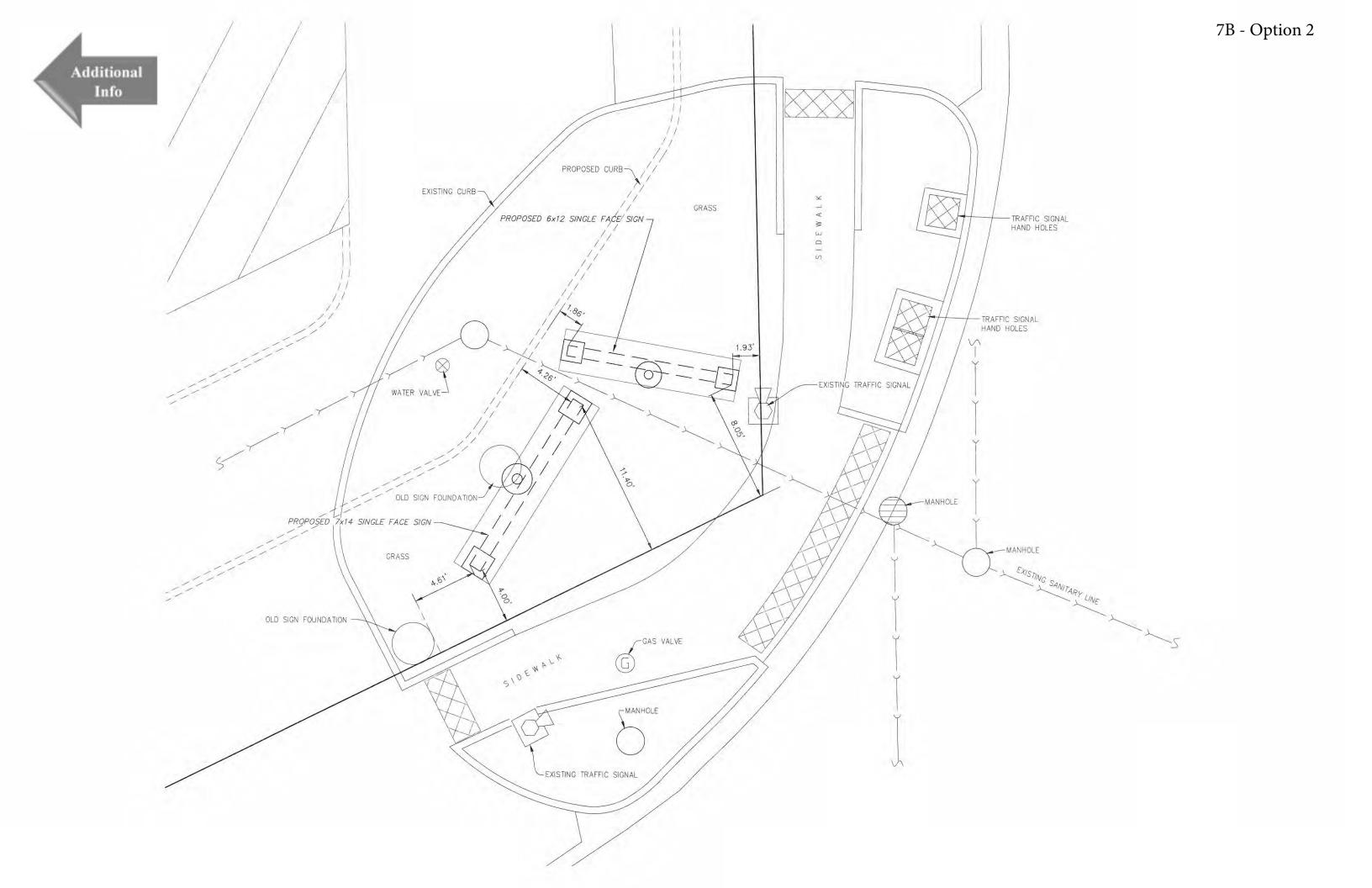
SQUARE FOOTAGE: 128

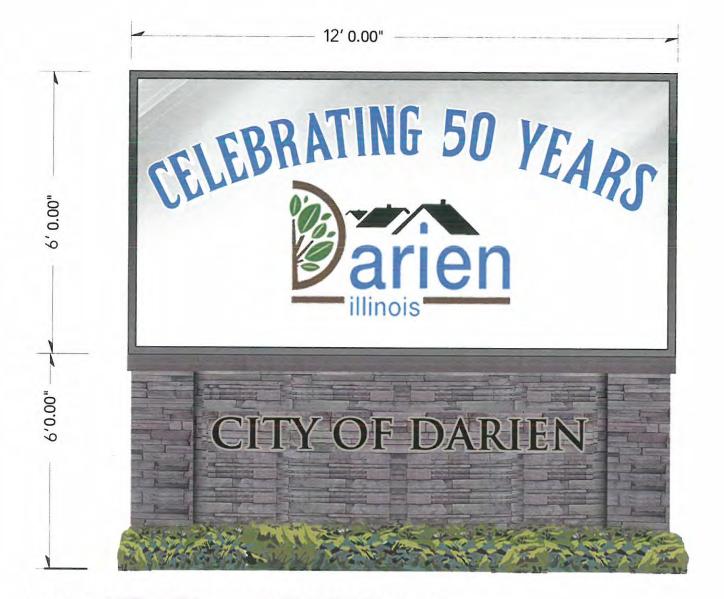
BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882 WELCOME TO THE

CITY OF DARIEN







(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER EMC DETAILS:

- Watchfire 16mm EMC
- Cabinet Dimensions: 6'-0"h x 12'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882





PHONE: 815.725.9080 FAX: 815.725.7543 EMAIL: SIGNS@EXPSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER:
CHICAGO BILLBOARD
PROJECT ADDRESS:
CITY OF DARIEN
PROJECT:
EMC MONUMENT SIGN
PROOF NO#:
017-085
DESIGNER:
NN
DATE:
12.9.2019

NOTES:

SCALE:

1/4"=1"

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SIGN TYPE:

APPROVED BY:

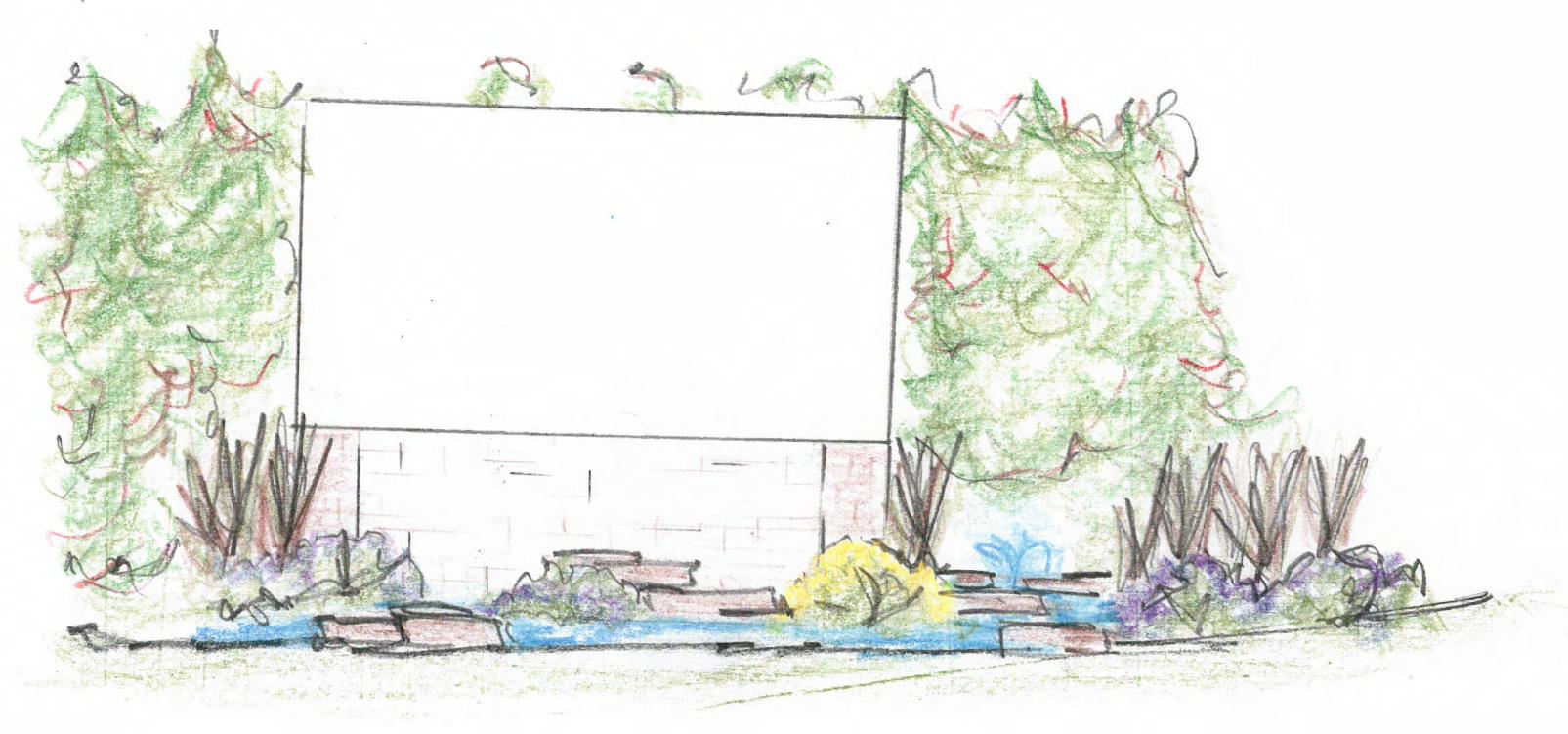
DATE APPROVED:

© 2017 EXPRESS SIGNS, INC.

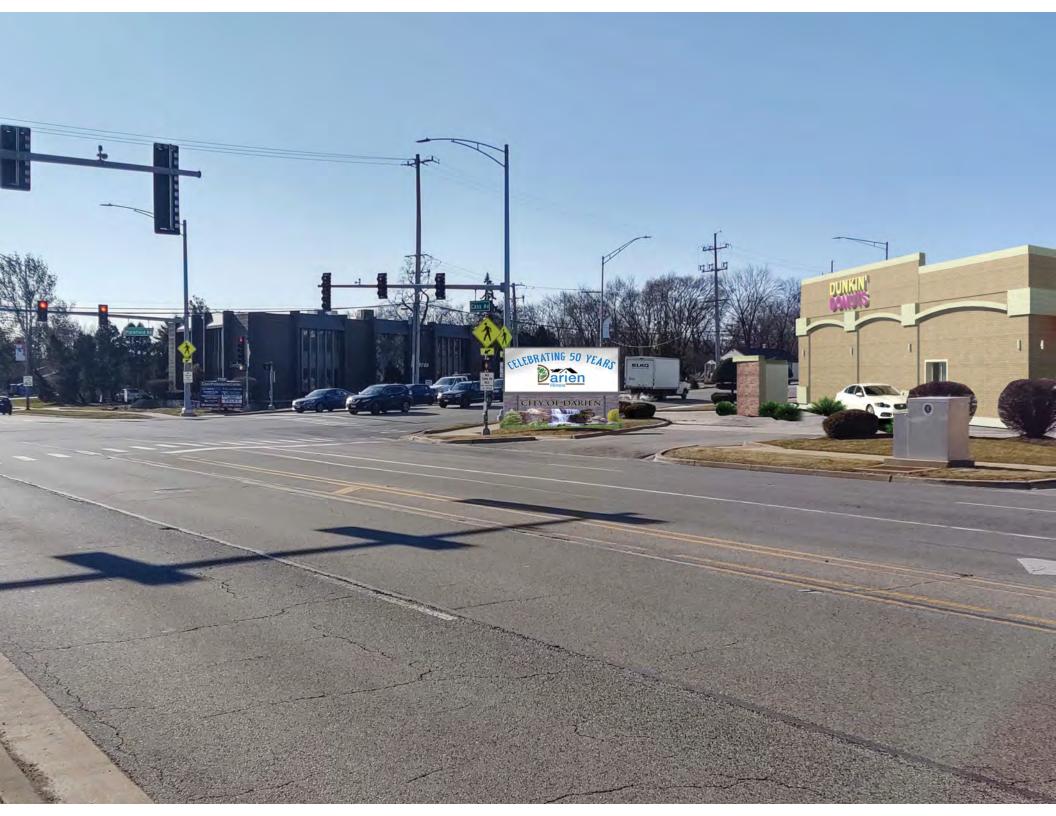


















CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.

AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW THE CONSTRUCTION OF AN ELECTRONIC MESSAGE BOARD SIGN (NORTHWEST CORNER OF PLAINFIELD AND CASS)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 6th DAY OF APRIL, 2020

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this _____ day of April, 2020.

ORDINANCE NO.	

AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW THE CONSTRUCTION OF AN ELECTRONIC MESSAGE BOARD SIGN (NORTHWEST CORNER OF PLAINFIELD AND CASS)

WHEREAS, pursuant to Ordinance No. O-02-20, the City entered into a Construction Grant Agreement ("Agreement") with the Owner of certain property located at 7532 Cass Avenue (the "Subject Property"); and

WHEREAS, the Subject Property is identified on **Exhibit 1** to the Agreement; and

WHEREAS, pursuant to Section 5 of the Agreement, the Owner of the Subject Property agreed to grant temporary and permanent easements for signage on the Subject Property; and in order to construct the signage as designed, it is necessary for the City to file a petition ("Petition") to obtain a series of variations; and

WHEREAS, pursuant to notice as required by law, the City's Planning and Zoning Commission considered the Petition at its February 5 and 19, 2020 meetings, and has forwarded its recommendation to the Council; and

WHEREAS, the City's Municipal Services Committee reviewed this matter at its February 24, 2020 meeting and has forwarded its recommendation to the Council; and

WHEREAS, the City Council has concluded that granting the variations provided for herein allowing for the construction of a single sign at this point and allowing the construction of underground infrastructure which would also enable the construction of a second sign at the discretion of the Council is reasonable and will support the sound growth of the City;

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

SECTION 1: Variations Granted. The following variations are hereby granted to allow for the construction of marquee-type signage on the Subject Property:

- A. A variation from Section 4-3-7(A) and 4-3-10(B) of the Darien Zoning Ordinance to permit the construction of electronic message boards.
- B. A variation from Section 4-3-7(B)(3) of the Darien Zoning Ordinance to permit the construction of advertising signs on the Subject Property.
- C. A variation from Section 4-3-7(C)(4) of the Darien Zoning Ordinance to permit illuminated signs with changing light intensity, brightness and color;
- D. A variation from Section 4-3-10(B)(3) of the Darien Zoning Ordinance to allow the signage on the Subject Property with a maximum square footage of 98 feet for the first such sign constructed on the Subject Property, and 72 square feet in the event a second sign is constructed on the Subject Property;
- E. A variation from Section 4-3-7(E) of the Darien Zoning Ordinance to reduce the required setback from street right-of-way from 4 feet to 1.93 feet in the case of the second signage.

SECTION 2: Limited Approval; Subsequent Approval.

- A. At this point, only the first of the two proposed signage structure, the 98 square foot sign, is approved for construction. A copy of the approved signage details is attached hereto as **Exhibit 2** and made a part hereof.
- B. The construction of the first signage sign may include underground infrastructure which would allow the installation of the second sign.

C.	The construction of the second sign shall be subject to advance approval by the City
Council. If no	o such approval is forthcoming within one (1) year after the date the first signage
becomes opera	ational, then the approval for the second signage granted by this Ordinance shall
expire and no	further signage may be constructed without a separate authorization being granted
by the City Co	buncil by way of an amendment to this Ordinance following appropriate notice and
public hearing.	

SECTION 3: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of April, 2020.

AYES

NAYS: _____ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6^{th} day of April, 2020.

JOSEPH A. MARCHESE, MAYOR ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



CITY ATTORNEY



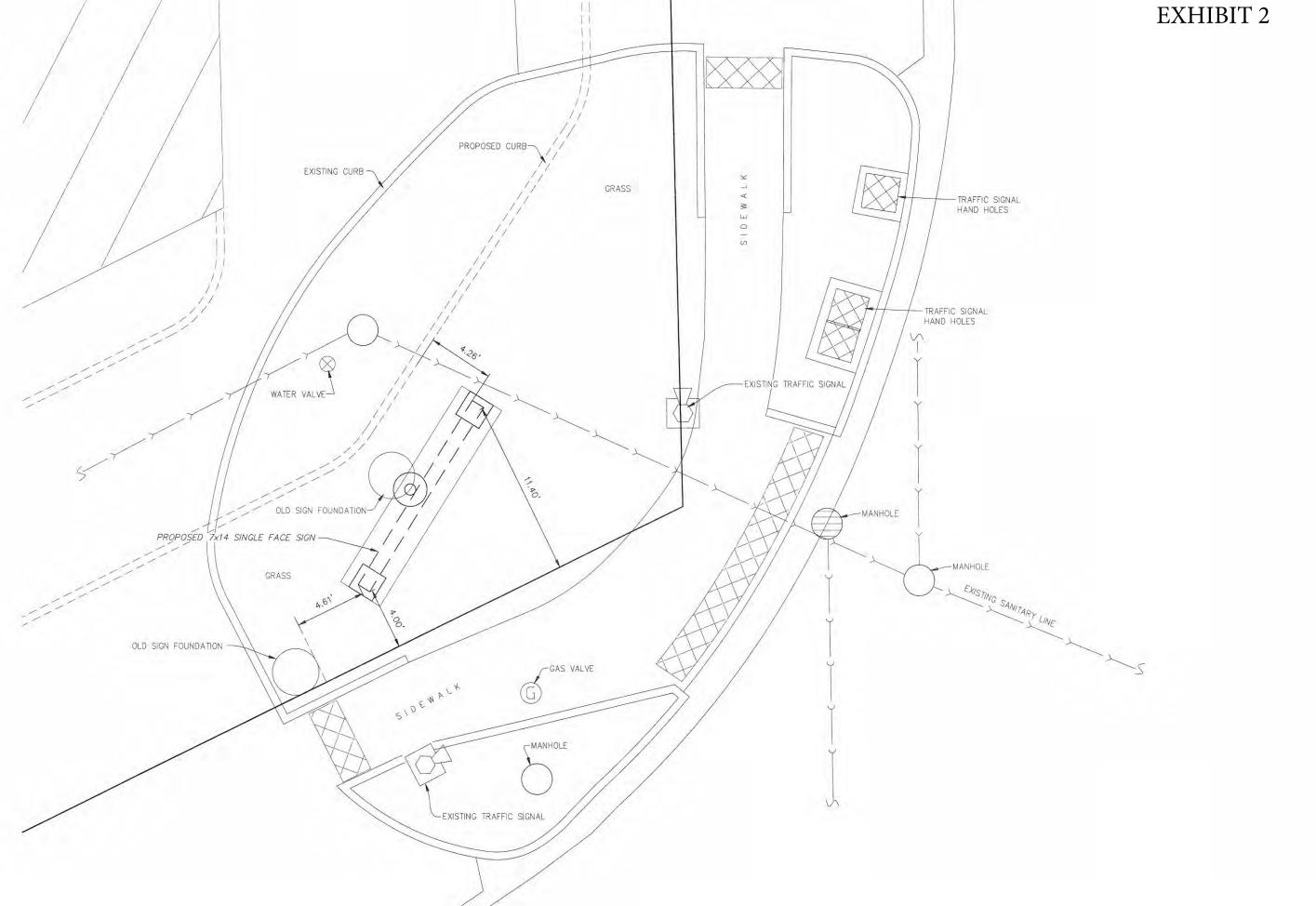
Exhibit I

Said property is legally described as follows:

THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210 FEET; THENCE EASTELY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE, 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-28-402-025

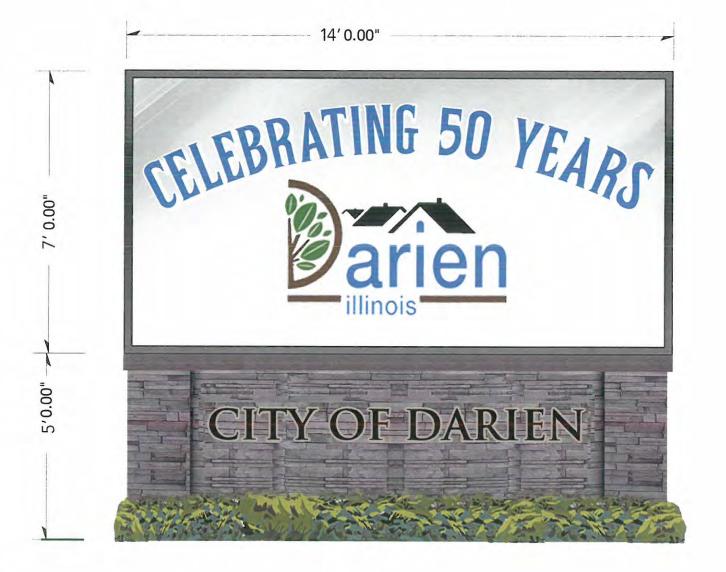
The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.





Plant list for Darian sign Thuja Occidentalis 'Pyramidalis' Pyramidal Arborvitaes 8-6' CAT MINT Anthony Waterer Bumald Spirea Anthony Water Spirea 3-5 gallon Miscanthus sinensis 'Gracillimus' **Karl Forester Grasses** 10-1 gallon **Walkers Low Catmint** Nepeta racemose 'Walkers Low' 12-1 gallon









PHONE: 815.725.9080 FAX:

815.725.7543

EMAIL:

SIGNS@EXPSIGNS.COM ADDRESS:

212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER: CHICAGO BILLBOARD PROJECT ADDRESS: CITY OF DARIEN

PROJECT:

EMC MONUMENT SIGN PROOF NO#: 017-085

DESIGNER:

DATE: 12.9.2019

SCALE: 1/4"=1"

NOTES:

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SIGN TYPE:

APPROVED BY:

DATE APPROVED:

2017 EXPRESS SIGNS, INC.

(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER **EMC DETAILS:**

- Watchfire 16mm EMC
- Cabinet Dimensions: 7'-0"h x 14'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

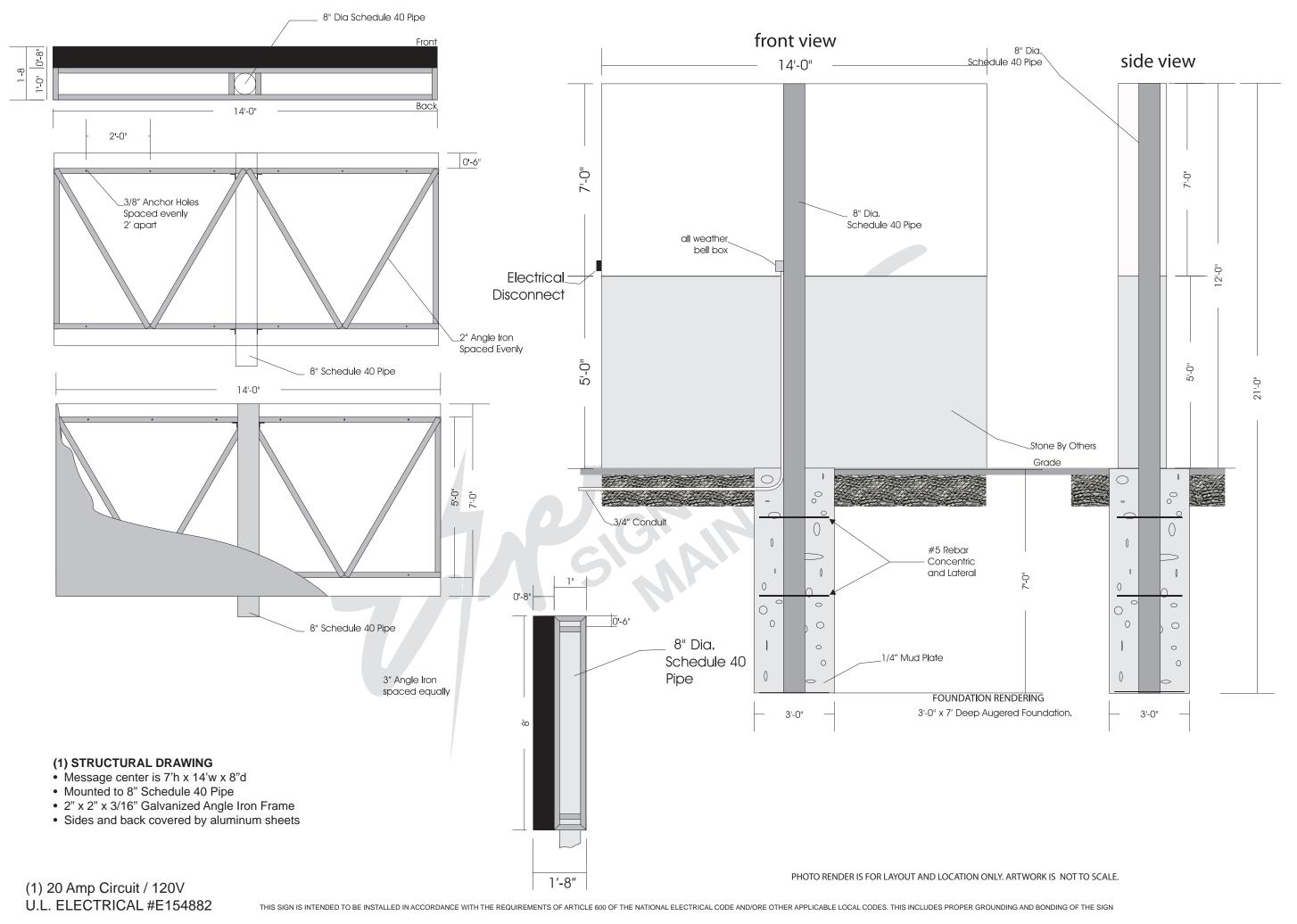
- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882

13'-2" **WELCOME TO THE** CITY OF DARIEN 1'-10"



FAX: 815.725.7543

SIGNS@EXPSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

customer: Chicago Billboard - Chicago Ridge PROJECT ADDRESS: Chicago Ridge, IL PROJECT: Structural Drawing PROOF NO#: 019-093 DESIGNER: **DATE**: 05.14.19 SCALE:

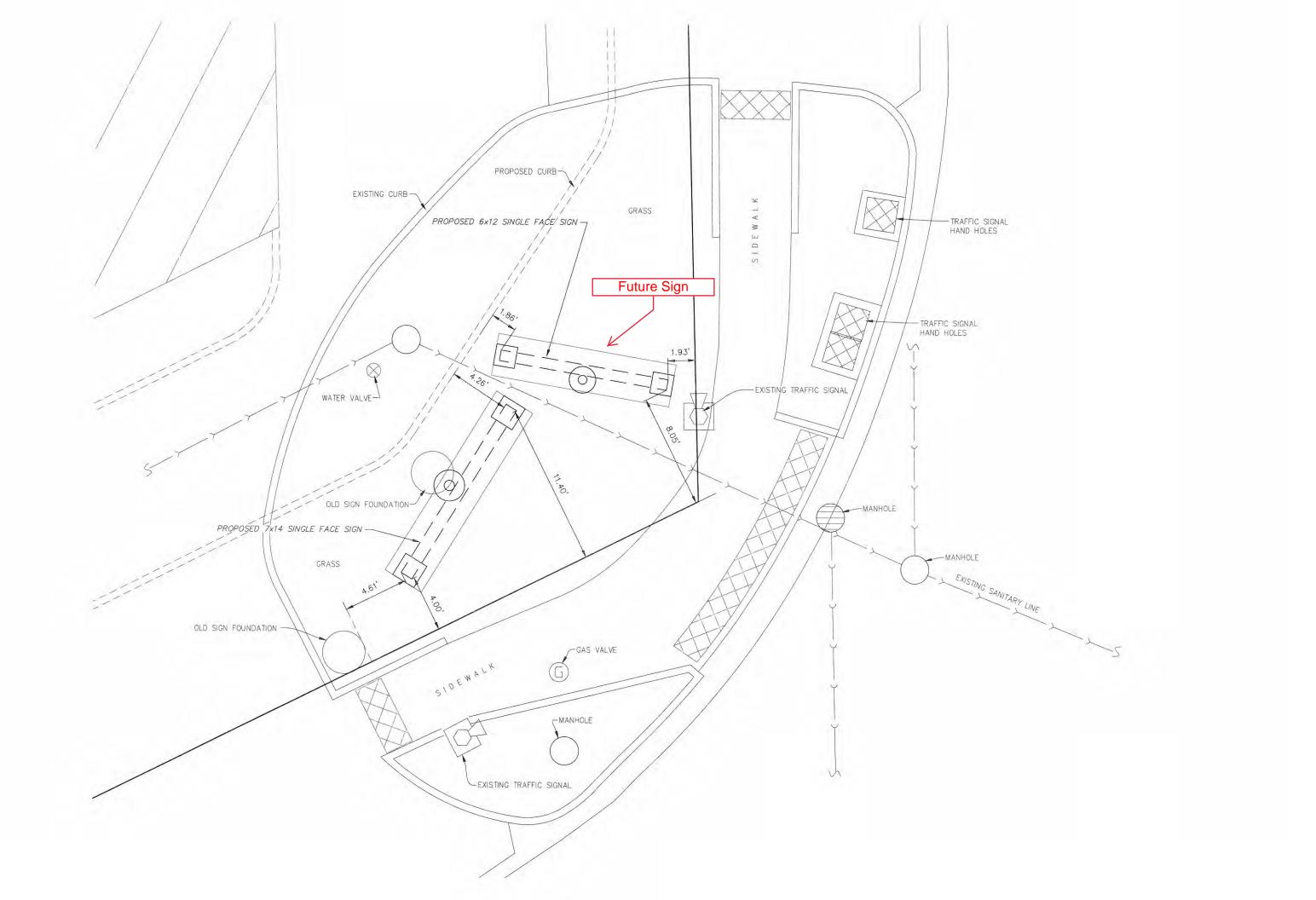
REVISION:

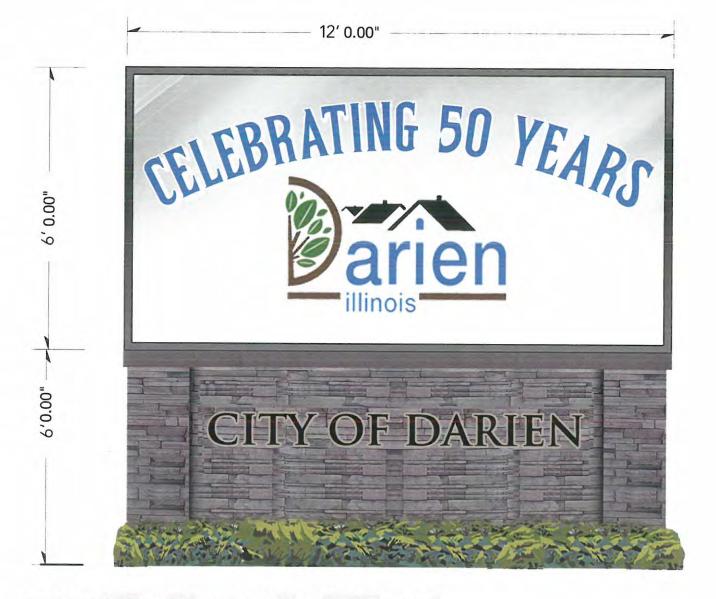
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SIGN TYPE: A1.1

APPROVED BY:

DATE APPROVED: © 2019 EXPRESS SIGNS, INC.





(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER EMC DETAILS:

- Watchfire 16mm EMC
- Cabinet Dimensions: 6'-0"h x 12'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882



Future Sign





PHONE: 815.725.9080 FAX: 815.725.7543 EMAIL: SIGNS@EXPSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER:
CHICAGO BILLBOARD
PROJECT ADDRESS:
CITY OF DARIEN
PROJECT:
EMC MONUMENT SIGN
PROOF NO#:
017-085
DESIGNER:
NN
DATE:
12.9.2019
SCALE:

NOTES:

1/4"=1"

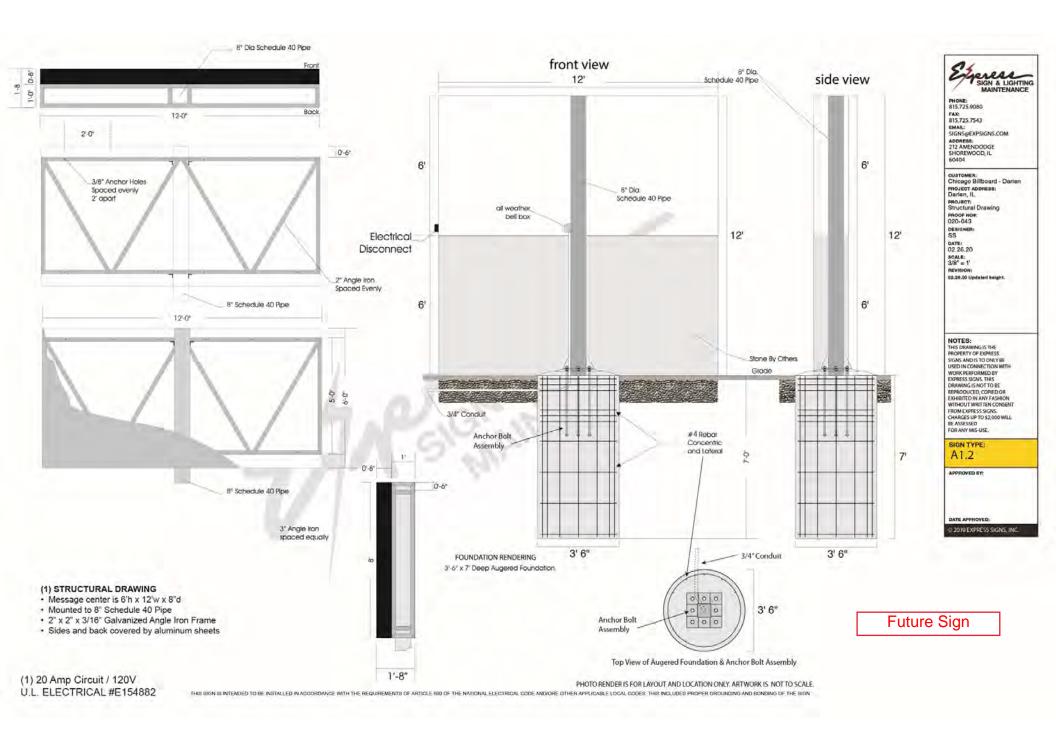
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SIGN TYPE:

APPROVED BY:

DATE APPROVED:

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AGENDA MEMO City Council April 20, 2020

ISSUE STATEMENT

Approval of an <u>ordinance</u> authorizing an Easement Agreement (Northwest Corner of Cass Avenue and Plainfield Road);

AND

Approval of a <u>resolution</u> for a Digital Sign Agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025;

AND

Approval of a <u>resolution</u> for a 25-Foot Public Utility and Drainage Easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025

BACKGROUND/HISTORY

As part of an enhancement to the Center of Town and to further engage with residents and business regarding City information the City Staff has been working with a marquee sign design. The proposed sign, subject to final approval, requires an agreement for the opportunity to work and display media with the property owner and Chicago Billboards at the northwest corner of the property located at 7532 Cass Ave.

The Easement Agreement encapsulates the following:

• Creates an easement area which allows the City to construct marquee signage and authorizes recordation of the corresponding Plat of Easement

The Easement Agreement labeled as <u>Attachment A</u>, is an agreement between the City and the property owner, 7532 Cass Avenue LLC. The Plat of Easement, included in the attachment, will be recorded with the County of DuPage upon approval of the Easement Agreement.

The Sign Agreement encapsulates the following:

- Temporary Construction Easement-Allows for the construction of the signage and landscaping
- Plat of Easement-Allows the City to access the sign for maintenance and digital display. The Plat of Easement will be recorded with the easement agreement
- The City will have the opportunity to display 1-10 second slot per marquee
- Chicago Billboard will manage, edit and display information as forwarded by the designated City Representative
- The agreement is a 25 year agreement with three successive 5 year agreements
- Chicago Billboards will be responsible for all maintenance within the dedicated easement-including the landscape water feature and general landscaping
- There shall be no cost to the City for ongoing or future maintenance

The Sign Agreement labeled as <u>Attachment B</u>, is an agreement between the City, the property owner, 7532 Cass Avenue LLC, and Chicago Billboards. The agreement also recognizes the owner of the property that has certain advertising rights as it pertains to the two forthcoming businesses to be

constructed and the existing Brookhaven Plaza. The agreement also references the Plat of Easement (Attachment B), which is to be dedicated to the City of Darien for rights of access to the marquee sign and adjacent hardscaping and landscaping.

The Public Utility and Drainage Easement encapsulates the following:

• Creates a utility easement for existing and new utilities adjacent Plainfield Road. The Plat of Easement will be recorded

The Utility Easement is labeled as <u>Attachment C</u>. The easement will secure utility rights for both existing and future utilities and maintenance when necessary.

STAFF RECOMMENDATION

Approval of ordinances and resolutions for an easement agreement, digital sign agreement, and utility easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025.

COMMITTEE RECOMMENDATION

Due to the recent cancellation of the Municipal Services Committee this item will be forwarded to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda for formal consideration.



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated the _____ day of ______, 2020, by and between 7532 Cass Avenue, LLC ("Owner") and the City of Darien, a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois 60561 ("City").

RECITALS:

- A. Owner is the owner of certain property described on **Exhibit 1** attached hereto and made a part hereof (the "Subject Property").
 - B. Owner is in the process of developing the Subject Property for commercial use.
- C. The Subject Property fronts both Cass Avenue and Plainfield Road within the City. The City and Owner have been in negotiations in order to provide for the placement of advertising signage on the Subject Property.
- D. In connection with the Agreement, the parties have agreed that Owner will grant the City temporary and permanent easements as set forth hereinbelow.

Accordingly, it is hereby agreed by and between Owner and City as follows:

- **Section 1. Grants of Easement.** Owner hereby grants the City temporary and permanent easement to the "Easement Area" as shown on the Plat attached to this Agreement as **Exhibit 2** as follows:
- A. Owner grants the City a permanent easement on, under and across the Easement Area for purposes of operating and maintaining advertising signage within the Easement Area.

B. Owner grants the City a temporary easement to go on the entire Subject Property for purposes of constructing the signage improvements within the Easement Area.

Section 2. Maintenance; Assignment.

- A. The City shall be solely responsible for the maintenance of the Easement Area.
- B. The City may assign maintenance responsibilities to a third-party contractor provided such assignment is a part of a three-party agreement among City, Owner and third-party.
- Section 3. Vacation of Easement. The City reserves the right to vacate the Easement granted by this Agreement. In such case, the City will promptly restore the Easement Area to a serviceable condition consistent with the remainder of the Subject Property and subject to Owner's reasonable approval.

Section 4. Recordation. This Agreement shall be recorded in the Office of the DuPage County Recorder of Deeds at the City's expense.

OWNER:	CITY:
7532 CASS AVENUE LLC	CITY OF DARIEN
Ву:	By:
	Attant

EXHIBIT 1

Legal Description

Said property is legally described as follows:

THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210 FEET; THENCE EASTELY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE, 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-28-402-025

The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.

SUBMITTED BY AND RETURN TO: PLAT OF EASEMENT CITY OF DARIEN 1702 PLAINFIELD ROAD DARIEN, IL 60561 140.85' (145.00') FOUND IRON PIPE--PK NAIL FOUND PART OF LOT 302 IN BROOKHAVEN MANOR SUBDIVISION PIN NUMBER: 09-28-402-025 N 88'30'55" E 6.62'-N 3378'08" E 23.41'-PROPOSED SIGN EASEMENT-562.18 SQUARE FEET ARC=3.95'-RAD=7.54 CB=N48°23'15"E CD = 3.91N 63°24'13" E 8.57'--CROSS FOUND POINT OF BEGINNING N 26'35'47" W 12.03'-PLAINF (100', RIGHT OF WAY) PROPOSED SIGN EASEMENT DESCRIPTION:
THAT PART OF LOT 302 IN BROOKHAVEN MANOR SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 27 AND 28,
TOWNSHIP 28 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT
THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 63 DEGREES 43 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY LINE, 28.22 FEET; THENCE NORTH 26 DEGREES 35 MINUTES 47 SECONDS WEST, 12.03 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 13 SECONDS EAST, 8.57 FEET; THENCE NORTHEASTERLY 3.95 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7.54 FEET (CHORD BEARS NORTH 48 DEGREES 23 MINUTES 15 SECONDS EAST, 3.91 FEET); THENCE NORTH 33 DEGREES 18 MINUTES 08 SECONDS EAST, 23.41 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 55 SECONDS EAST, 6.62 FEET TO SAID WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 01 DEGREES 29 MINUTES 05 SECONDS EAST ALONG SAID WESTERLY LINE, 24.45 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, SCALE: 1" = 10' 05 PARENT PARCEL DESCRIPTION:
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210.00 FEET; THENCE EASTERLY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS BAR SCALE AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS. ---FOUND IRON PIPE DUPAGE COUNTY RECORDER OWNER'S CERTIFICATE CERTIFICATE CITY COUNCIL CERTIFICATE STATE OF ILLINOIS STATE OF ILLINOIS COUNTY OF _____ COUNTY OF DUPAGE COUNTY OF DUPAGE _____ IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, AS SHOWN BY THIS PLAT FOR THE USES AND PURPOSES HEREIN SET FOURTH AND THAT SAID ON THE _____ DAY OF ____ A.D. 20__ AT ___ O'CLOCK _M. AS DOCUMENT NUMBER OWNER HEREBY ACKNOWLEDGE AND ADOPTS THE SAME UNDER THE STYLE AND TITLE HEREON THIS_____ , A.D. 20_____, DATED THIS ______ DAY OF _____ A.D. 20____. MAYOR DUPAGE COUNTY RECORDER CLERK SURVEYORS CERTIFICATE STATE OF ILLINOIS COUNTY OF COOK NOTARY'S CERTIFICATE I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HAVE SURVEYED AND PREPARED THE GRANT OF EASEMENT FOR THE PROPERTY DESCRIBED ABOVE STATE OF ILLINOIS AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY AND PLAT OF EASEMENT GRANT, ALL DISTANCES ARE SHOWN IN FEET AND COUNTY OF _____ DECIMAL PARTS THEREOF. PERMISSION TO RECORD CERTIFICATE I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE MAYOR AND CITY COUNCIL OF STATE OF ILLINOIS ___, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO CERTIFY THAT ____ DARIEN RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION COUNTY OF COOK OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE CITY OF DARIEN (OR KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING WITHIN ONE AND ONE HALF MILES OF THE CORPORATE LIMITS OF THE CITY OF DARIEN) INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HEREBY WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL AUTHORIZE AN AGENT OF THE CITY OF DARIEN AND/OR ITS DESIGNATED AGENTS TO RECORD AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH. THIS PLAT OF EASEMENT WITH THE OFFICE OF THE DUPAGE COUNTY RECORDER OF DEEDS. CODE AS HERETOFORE AND HEREAFTER AMENDED. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, GIVEN UNDER OUR HAND AND SEAL THIS 24TH DAY OF MARCH GIVEN UNDER OUR HAND AND SEAL THIS 24TH DAY OF MARCH A.D. 2020 AT HOFFMAN ESTATES, ILLINOIS. AT HOFFMAN ESTATES, ILLINOIS. FRANUO I. 035-003556 NOTARY PUBLIC HOFFMAN FRANJO I. MATIO - PLS #035-003556 EXPIRES 11/30/2020 FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2020 ESTATES MY COMMISSION EXPIRES: _____ ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015 MUNOIS AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY





SIGN AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2020 by and among the CITY OF DARIEN, a Municipal Corporation ("City") and 7532 CASS AVENUE, LLC, an Illinois limited liability company ("Owner"), and BRT OUTDOOR, LLC ("BRT")

RECITALS

WHEREAS, Owner is the owner of property identified on **Exhibit A** attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, Owner and City have entered into an Easement Agreement pursuant to which Owner has granted City temporary and permanent easement on that portion of the Subject Property identified as the "Easement Area" on the Plat appended to this Agreement as **Exhibit B**; and

WHEREAS, the easement granted therein is for the purpose of allowing for the operation and maintenance of advertising signage within the designated Easement Area; and

WHEREAS, BRT is in the business of installing and maintaining digital display multiple message signs ("Digital Displays"); and

WHEREAS, BRT has requested that it be permitted to install digital display signage within the Exhibit B Easement Area; and

WHEREAS, Owner and City have agreed to authorize BRT to construct and maintain Digital Displays within the Easement Area, subject to the terms, conditions and limitations set forth herein below.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

USE OF EASEMENT AREA FOR DIGITAL DISPLAYS

Subject to BRT's compliance with this Agreement, the City hereby grants BRT the right to install and operate Digital Displays at the Easement Area for the purpose of conducting outdoor advertising subject to the terms and conditions of this Agreement.

1. *TERM*

The right to install and operate the Digital Displays at the Easement Area shall commence on the date this Agreement is approved by the City's corporate authorities (the "Commencement Date") and shall continue for a period of twenty five (25) years from the date thereof (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term").

Thereafter, this Agreement will automatically renew for up to 3 successive 5 year periods beginning on the date after the Expiration date, until either (i) a party provides the other party with notice of its intent not to renew this Agreement at least one hundred twenty (120) days prior but no more than one hundred eighty (180) days prior to the expiration of the then-current 5 year term, or (ii) the parties enter into a separate renewal agreement. Each 5-year extension will be referred to as an Extended Term or collectively as Extended Terms

The Digital Displays that are installed at the Easement Area during the term of this Agreement shall be removed by BRT at its expense upon the expiration or termination of this Agreement.

2. <u>COMPENSATION TO OWNER AND CITY FOR USE OF EASEMENT</u> AREA

BRT intends to display multiple messages on each Video Panel in a fixed rotation of not less than 10 seconds duration per image. During the effective term of this Agreement, the City shall have the right to at least one of every eight of the positions in the display rotation ("Base Position") for City content. The City's position in the rotation shall remain fixed and shall not be reduced during certain periods of the day or week.

In addition, Owner shall have the right to one of the eight (8) display positions. This right shall be transferred to any successors or assigns of Owner.

BRT shall not charge the City or Owner, its successors or assigns, for the use of the Video Panels. Additional space, beyond the "Base Position", may be purchased by City or Owner at the non-for-profit market rate, by or on behalf of all the other retailers located within the Brookhaven Market Place.

3. DESIGN AND INSTALLATION OF THE DIGITAL DISPLAY

The Digital Displays shall consist of a properly affixed structure containing up to two full-color liquid crystal display (or successor technology) digital sign faces as shown on **Exhibit C** attached to this agreement.

All work undertaken by BRT and its agents or contractors shall be performed: in a workmanlike manner, only with materials that are high quality and free of material defects, strictly in accordance with plans and specifications approved by the City of Darien, diligently to completion and not interfere where possible with the drive aisles of City's property, and in compliance with all administrative regulations promulgated by IDOT and other provisions of this Agreement.

4. MAINTENANCE OF THE DIGITAL DISPLAYS

BRT shall, at its sole cost and expense, maintain the Digital Displays in good condition and repair and in a workmanlike condition. This maintenance shall include, but shall not be limited to, the prompt repair, replacement or removal of damaged, inoperable or malfunctioning Digital Display. BRT shall regularly inspect the Easement Area to determine whether maintenance of the Digital Displays is necessary.

In the event the City becomes aware of the need for maintenance at the Easement Area in connection with BRT's use thereof, the City shall notify BRT. BRT shall diligently respond within seven (7) business days to the City's notice and shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities. In the event that BRT fails to perform necessary maintenance within fifteen (15) days of initial notice, the City may undertake such maintenance as it may deem reasonably necessary. Any costs incurred by the City in this regard shall be reimbursed by BRT within fourteen days of a Reimbursement Invoice issued by the City.

BRT shall provide annual plantings and prepare the Easement Area for the season. City shall be responsible for general lawn care and maintenance of the site, including but not limited to removal of weeds and debris. BRT shall be responsible for the on-going maintenance of the installed water feature.

5. CONDITION OF PREMISES

BRT agrees to accept the Digital Display installation locations "as is", without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements thereto.

6. USE AND OPERATING REQUIREMENTS

A. <u>Use; Compliance with Laws.</u>

BRT shall use the Easement Area for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. BRT shall comply with all applicable laws and ordinances relating to its use of the Subject Property, including without limitation, health, safety and building codes, zoning ordinances and all IDOT regulations and permit requirements pertaining to outdoor advertising or construction in or near a State highway.

B. Required Operations.

BRT shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes and ordinances.

C. Prohibited Uses.

The Digital Displays shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the applicable Zoning Ordinance, or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or Jell-O wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tobacco, birth control, guns and ammunition (provided that the foregoing prohibition shall not prohibit the advertisement of Illinois Concealed Carry classes), and similar forms of products or entertainment. The Digital Displays may not be used for the display, promotion or advertisement of acts, images or statements that unlawfully discriminate based on race, color, national origin, disability, gender or religion. In order to avoid the inadvertent suggestion of City endorsement or opposition, the Digital Displays may not be used for the display, promotion or advertisement of political candidates, political action committees, political parties, public questions or issues of recognized political or social debate such as abortion, gun control, immigration, war or matters involving sexual orientation.

D. UTILITIES

BRT shall provide all utilities it may require at its sole cost and expense and: (i) make application in its own name for all utilities, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, and (iii) obtain such utilities direct from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for purposes hereof shall include but not be limited to electricity, cable television, internet and data services, telephone and other communication and alarm services, and all taxes or other charges thereon. BRT shall install and connect all equipment and lines required to supply such utilities to the Easement Area.

7. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

A. Required Insurance.

BRT and all of its contractors shall maintain during the term of this Agreement: (i) commercial general liability insurance, with a contractual liability endorsement covering BRT's indemnity obligations under this Agreement, and with limits of not less than \$1,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence (ii) casualty insurance covering the Digital Displays and other Community

Digital property located on the Easement Area in an amount reasonably calculated to replace or repair such items or to permit BRT to continue or resume operations in substantially the same manner as preceded the loss and (iii) workers' compensation insurance as required by statute. BRT's insurance shall be primary, and any insurance maintained by the City or any other additional insured hereunder shall be excess and noncontributory.

BRT shall further maintain automobile liability insurance with coverage of not less than \$1,000,000.00 for personal injuries or death per occurrence and \$1,000,000.00 for property damage per occurrence.

All insurance coverage provided under this Agreement shall expressly provide that it is primary and noncontributory to any insurance coverage maintained by the City and shall waive any rights of recovery against the City. Copies of all policies of insurance, certificates of insurance and endorsements reflecting the coverage's required under this Agreement shall be provided to the City upon the execution of this Agreement. Subsequent to the execution of this Agreement if the foregoing documentation is not provided within ten (10) business days from the date of City's request for insurance, the City may terminate this Agreement.

B. <u>Certificates, Subrogation and Other Matters.</u>

BRT shall provide the City and Owner with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverage showing the City, Owner, and their respective officers, agents and employees, with original endorsements affecting coverage required hereunder. The certificates and endorsements shall be signed by a person authorized by that insurer to bind coverage on the insurer's behalf.

BRT shall provide such certificates prior to the Commencement Date. BRT shall provide renewal certificates to the City at least thirty (30) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

8. RESTORATION OF EASEMENT AREA

At the expiration or earlier termination of this Agreement, BRT shall, at its sole cost and expense, remove the Digital Display and shall restore the Easement Area to its pre-existing condition.

9. RIGHTS RESERVED BY THE CITY

The City will use its best efforts to prevent the construction or placement of signs, poles, or like structures within 500 feet of an Easement Area that would obstruct the view of the Digital Displays thereon, but nothing herein shall be deemed to prevent the City from taking any actions deemed necessary by the City to satisfy its legal obligations.

10. CITY'S REMEDIES

A. Default.

The occurrence of any or more of the following events shall constitute a "Default" by BRT and shall give rise to the City's remedies set forth in paragraph B, below:

- (i) BRT's failure to provide the Base Position in accordance with this Agreement;
- (ii) BRT's failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following written notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law;
- (iii) BRT's failure to maintain the signage in a form consistent with thencurrent technology;
- (iv) BRT's filing a voluntary or involuntary petition under any bankruptcy or insolvency law; or
- (v) BRT's discontinuance of business for a period of three (3) consecutive months.

B. Remedies.

If a Default occurs, and provided the Default is not timely cured, the City shall have the right to terminate this Agreement upon thirty (30) days written notice.

C. The City's Cure of BRT Defaults.

If BRT fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the City, the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of BRT. In such event, BRT shall reimburse the City within thirty (30) days for all costs and expenses incurred by the City in performing such obligation.

11. ASSIGNMENT

BRT shall not, without the prior written consent of the City,: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, or (ii) permit the use of the Easement Area by any parties other than BRT. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies). Consent to assignment shall not be unreasonably withheld.

Notwithstanding the foregoing, BRT has the right to assign this Agreement or any interest hereunder, without the prior written consent of the City, to a bank or other financial institution for purposes of financing equipment, to a business of like kind, and/or labor for the construction and/or maintenance of the Digital Displays.

12. NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by BRT shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

13. LITIGATION; NOTICE; INTERVENTION

In the event any litigation is filed against the City and/or Owner or the digital displays, City and/or Owner will promptly notify BRT. City and Owner shall not object to any petition filed by BRT seeking to intervene in said litigation.

14. NOTICES

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as BRT or the City may from time to time designate by notice:

IF TO CITY OF DARIEN:

IF TO BRT OUTDOOR, LLC:

City of Darien 1702 Plainfield Road Darien, IL 60561 BRT Outdoor, LLC P.O. Box 5097 Naperville, IL 60567

With A Copy To:

John B. Murphey Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. 3318 W. 95th Street Evergreen Park, IL 60805

IF TO OWNER:

7502 CASS AVENUE, LLC c/o JEMCO & Associates, Ltd. 242 Bunting Lane Bloomingdale, IL 60108

With A Copy To:

Anthony Pavone Pavone Law Group 255 East Lake Street Suite 301 Bloomingdale, IL 60108

15. *MISCELLANEOUS*

- **A.** Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions hereof
 - **B.** This Agreement shall be recorded by the City.
 - **C.** This Agreement shall be governed by the Laws of the State of Illinois.
- **D.** No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provision of this Agreement.
- **E.** This Agreement has been mutually negotiated among the parties and any ambiguities shall not be interpreted in favor of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

CITY OF DARIEN, A Municipal Corporation	BRT OUTDOOR, LLC An Illinois limited liability company
<i>By</i> :	Rodney S. Hursh
Attest:	Todd J. Sanders
7532 CASS AVENUE, LLC	
By: /////	
Attest: Regina Kokkins	

EXHIBIT A

Legal Description

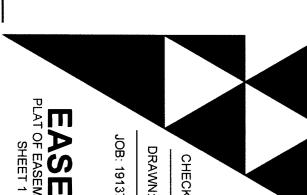
Said property is legally described as follows:

THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210 FEET; THENCE EASTELY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE, 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-28-402-025

The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.

SUBMITTED BY AND RETURN TO: PLAT OF EASEMENT CITY OF DARIEN 1702 PLAINFIELD ROAD DARIEN, IL 60561 140.85' (145.00') FOUND IRON PIPE--PK NAIL FOUND PART OF LOT 302 IN BROOKHAVEN MANOR SUBDIVISION PIN NUMBER: 09-28-402-025 N 88'30'55" E 6.62'-N 3378'08" E 23.41'-PROPOSED SIGN EASEMENT-562.18 SQUARE FEET ARC=3.95'-RAD=7.54 CB=N48°23'15"E CD = 3.91N 63°24'13" E 8.57'--CROSS FOUND POINT OF BEGINNING N 26'35'47" W 12.03'-PLAINF (100', RIGHT OF WAY) PROPOSED SIGN EASEMENT DESCRIPTION:
THAT PART OF LOT 302 IN BROOKHAVEN MANOR SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 27 AND 28,
TOWNSHIP 28 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT
THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 63 DEGREES 43 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY LINE, 28.22 FEET; THENCE NORTH 26 DEGREES 35 MINUTES 47 SECONDS WEST, 12.03 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 13 SECONDS EAST, 8.57 FEET; THENCE NORTHEASTERLY 3.95 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7.54 FEET (CHORD BEARS NORTH 48 DEGREES 23 MINUTES 15 SECONDS EAST, 3.91 FEET); THENCE NORTH 33 DEGREES 18 MINUTES 08 SECONDS EAST, 23.41 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 55 SECONDS EAST, 6.62 FEET TO SAID WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 01 DEGREES 29 MINUTES 05 SECONDS EAST ALONG SAID WESTERLY LINE, 24.45 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, SCALE: 1" = 10' 05 PARENT PARCEL DESCRIPTION:
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210.00 FEET; THENCE EASTERLY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS BAR SCALE AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS. ---FOUND IRON PIPE DUPAGE COUNTY RECORDER OWNER'S CERTIFICATE CERTIFICATE CITY COUNCIL CERTIFICATE STATE OF ILLINOIS STATE OF ILLINOIS COUNTY OF _____ COUNTY OF DUPAGE COUNTY OF DUPAGE _____ IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, AS SHOWN BY THIS PLAT FOR THE USES AND PURPOSES HEREIN SET FOURTH AND THAT SAID ON THE _____ DAY OF ____ A.D. 20__ AT ___ O'CLOCK _M. AS DOCUMENT NUMBER OWNER HEREBY ACKNOWLEDGE AND ADOPTS THE SAME UNDER THE STYLE AND TITLE HEREON THIS_____ , A.D. 20_____, DATED THIS ______ DAY OF _____ A.D. 20____. MAYOR DUPAGE COUNTY RECORDER CLERK SURVEYORS CERTIFICATE STATE OF ILLINOIS COUNTY OF COOK NOTARY'S CERTIFICATE I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HAVE SURVEYED AND PREPARED THE GRANT OF EASEMENT FOR THE PROPERTY DESCRIBED ABOVE STATE OF ILLINOIS AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY AND PLAT OF EASEMENT GRANT, ALL DISTANCES ARE SHOWN IN FEET AND COUNTY OF _____ DECIMAL PARTS THEREOF. PERMISSION TO RECORD CERTIFICATE I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE MAYOR AND CITY COUNCIL OF STATE OF ILLINOIS ___, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO CERTIFY THAT ____ DARIEN RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION COUNTY OF COOK OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE CITY OF DARIEN (OR KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING WITHIN ONE AND ONE HALF MILES OF THE CORPORATE LIMITS OF THE CITY OF DARIEN) INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HEREBY WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL AUTHORIZE AN AGENT OF THE CITY OF DARIEN AND/OR ITS DESIGNATED AGENTS TO RECORD AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH. THIS PLAT OF EASEMENT WITH THE OFFICE OF THE DUPAGE COUNTY RECORDER OF DEEDS. CODE AS HERETOFORE AND HEREAFTER AMENDED. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, GIVEN UNDER OUR HAND AND SEAL THIS 24TH DAY OF MARCH GIVEN UNDER OUR HAND AND SEAL THIS 24TH DAY OF MARCH A.D. 2020 AT HOFFMAN ESTATES, ILLINOIS. AT HOFFMAN ESTATES, ILLINOIS. FRANUO I. 035-003556 NOTARY PUBLIC HOFFMAN FRANJO I. MATIO - PLS #035-003556 EXPIRES 11/30/2020 FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2020 ESTATES MY COMMISSION EXPIRES: _____ ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015 MUNOIS AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY



CASS AVENUE AND PLAINFIELD ROAD DARIEN, ILLINOIS



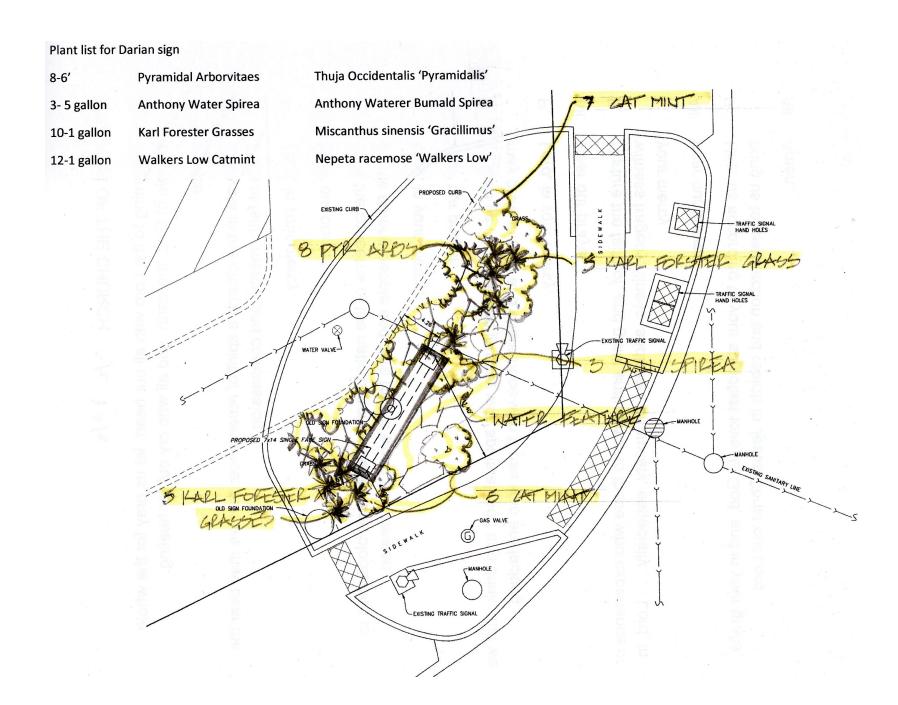
Engineering with Precision, Pace and Passion.

2675 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
wtengineering.com

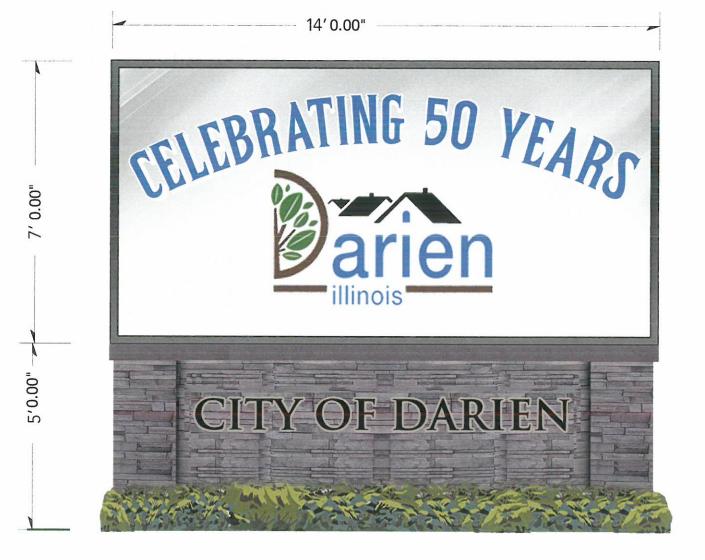
IL. License No: 184.007570-0015 Expires: 04.30.2021

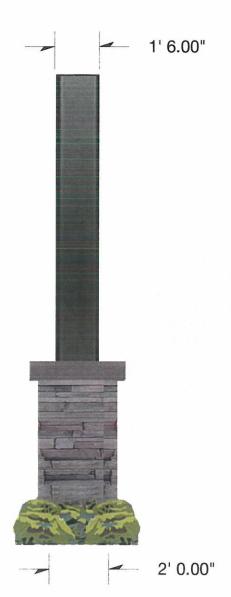
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PHONE: 815.725.9080

FAX: 815.725.7543

EMAIL:

SIGNS@EXPSIGNS.COM

ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER: CHICAGO BILLBOARD

PROJECT ADDRESS: CITY OF DARIEN PROJECT:

EMC MONUMENT SIGN PROOF NO#: 017-085

DESIGNER:

DATE: 12.9.2019

SCALE: 1/4"=1"

NOTES:

THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY EXPRESS SIGNS. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,000 WILL BE ASSESSED FOR ANY MIS-USE.

SIGN TYPE:

APPROVED BY:

DATE APPROVED:

2017 EXPRESS SIGNS, INC.

(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER EMC DETAILS:

- Watchfire 16mm EMC
- Cabinet Dimensions: 7'-0"h x 14'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

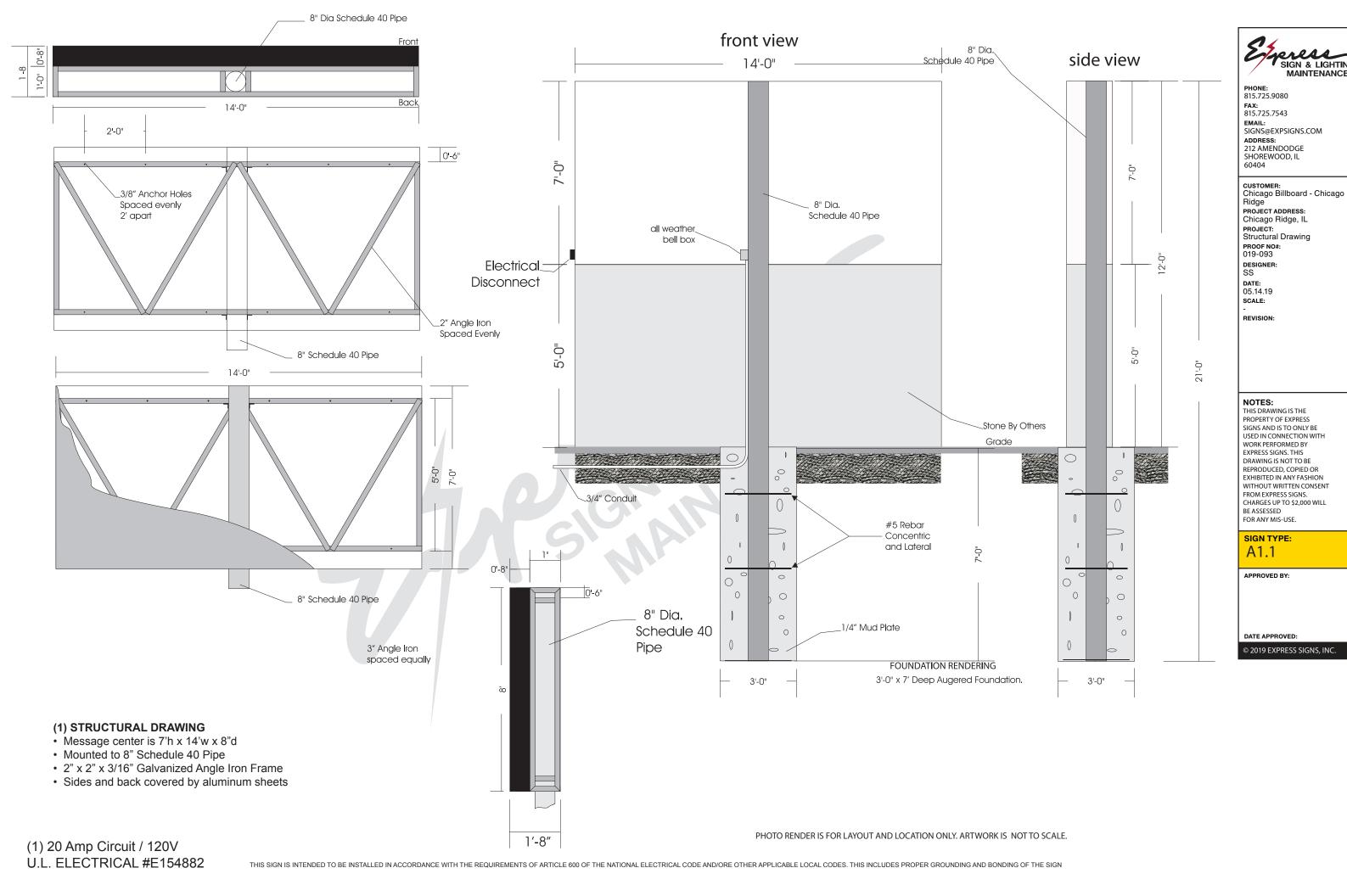
- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

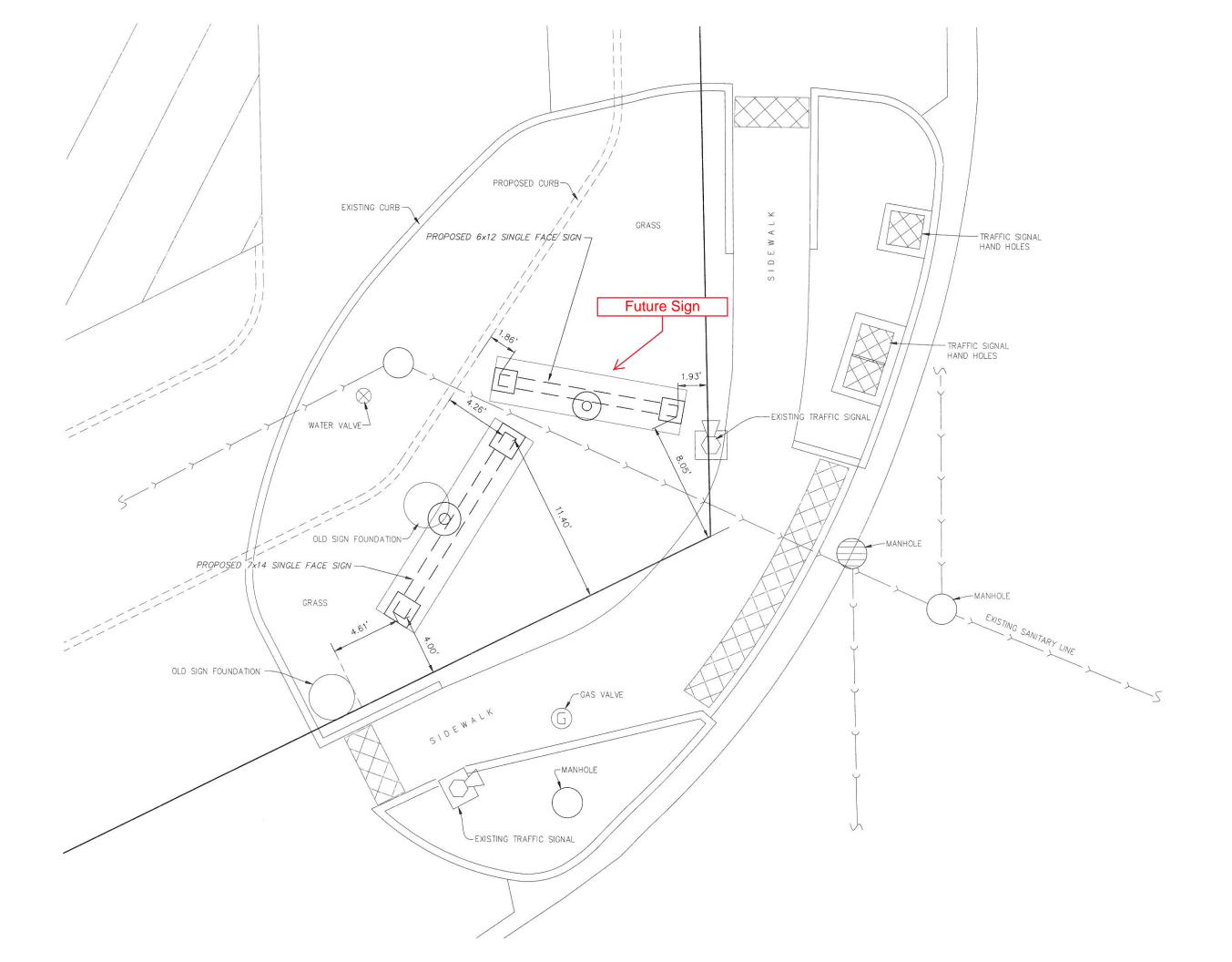
SQUARE FOOTAGE: 128

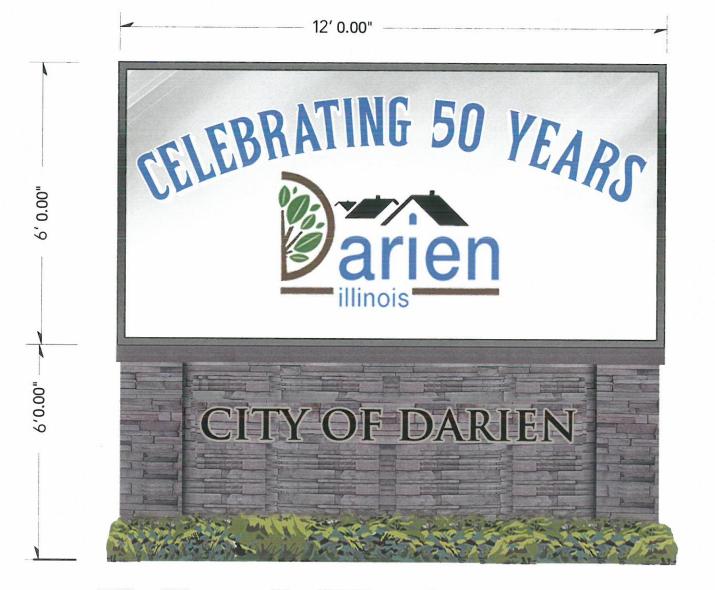
BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882











- Watchfire 16mm EMC
- Cabinet Dimensions: 6'-0"h x 12'-0"w
- Installed to brick base with landscaping by others
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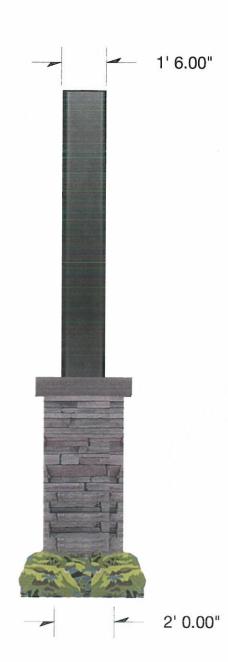
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SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882



Future Sign





PHONE: 815.725.9080 FAX: 815.725.7543 EMAIL: SIGNS@EXPSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER:
CHICAGO BILLBOARD
PROJECT ADDRESS:
CITY OF DARIEN
PROJECT:
EMC MONUMENT SIGN
PROOF NO#:
017-085
DESIGNER:
NN
DATE:
12.9.2019
SCALE:

NOTES:

1/4"=1"

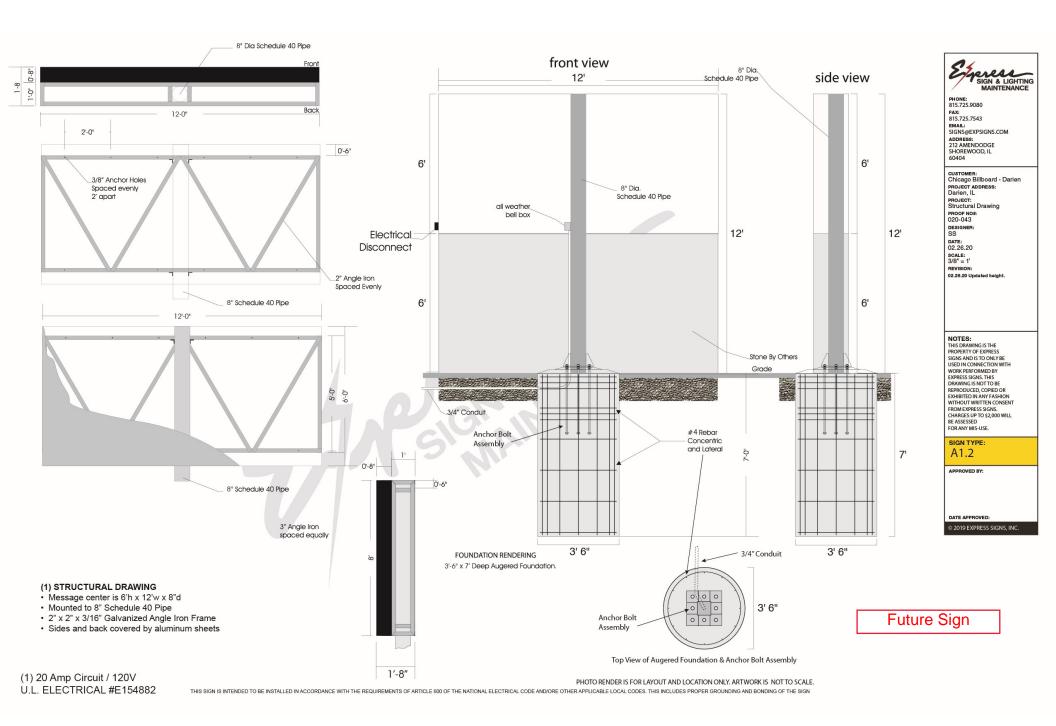
THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY EXPRESS SIGNS. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,000 WILL BE ASSESSED FOR ANY MIS-USE.

SIGN TYPE:

APPROVED BY:

DATE APPROVED:

© 2017 EXPRESS SIGNS, INC.



rat of Public Utility and Drainage Easement

over part of

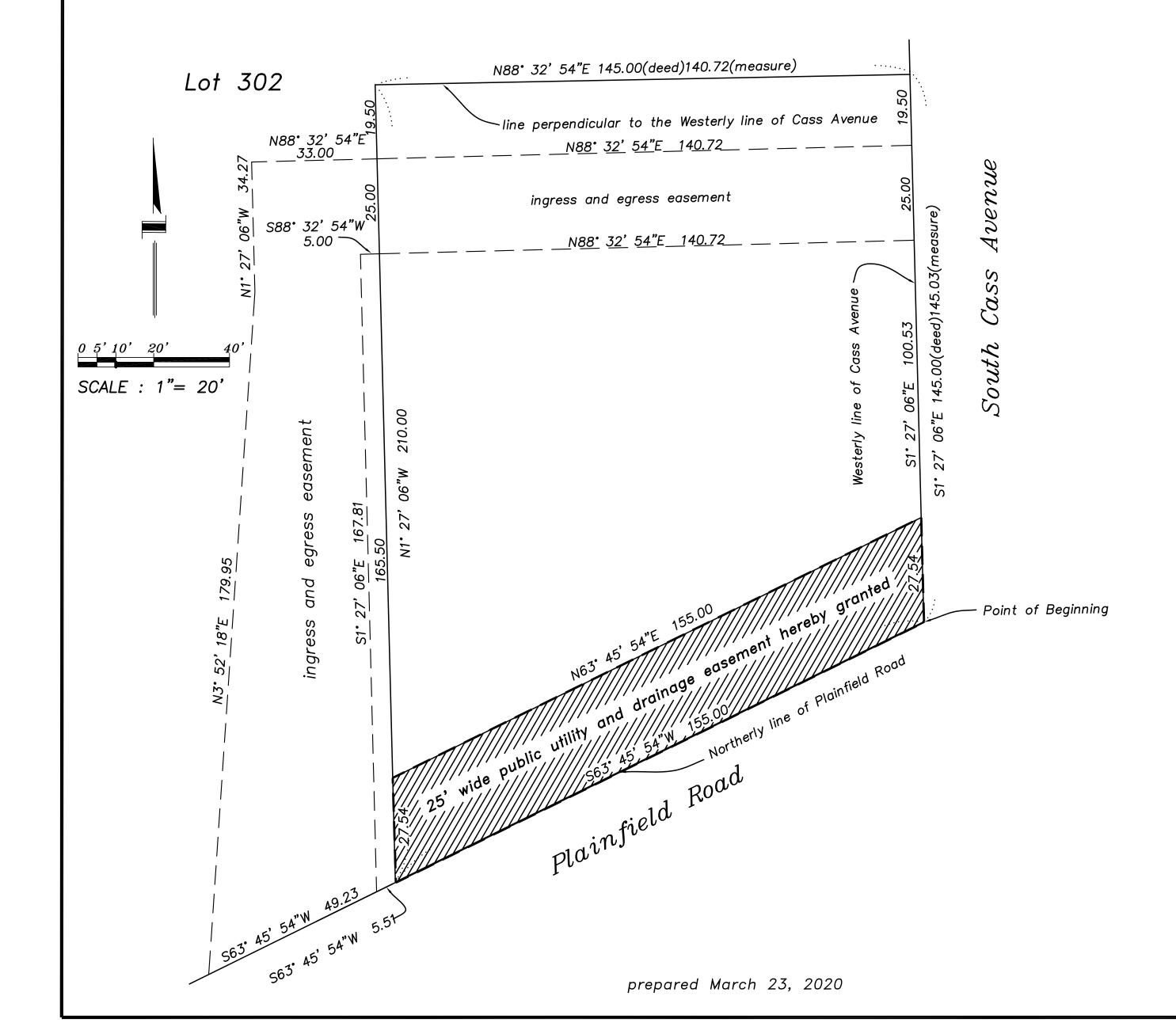
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COMMONLY KNOWN AS: 7532 SOUTH CASS AVENUE, DARIEN, ILLINOIS

P.I.N. 09-28-402-025-0000

EASEMENT AREA LEGAL DESCRIPTION

THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE S63°45'54"W, ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE N01°27'06"W, PARALLEL WITH THE WESTERLY LINE OF CASS AVENUE, 27.54 FEET; THENCE N63°45'54"E ON A LINE WHICH IS 25.00 FEET NORTH OF AND PARALLEL WITH THE NORTHERLY LINE OF PLAINFIELD ROAD, 155.00 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE S01°27'06"E, ALONG THE WESTERLY LINE OF CASS AVENUE, 27.54 FEET TO THE POINT OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.



OWNERS CERTIFICATE						
STATE OF ILLINOIS } COUNTY OF DUPAGE \$	SS.					E, U
COUNTY OF DUPAGE)						CI TH
This is to certify that plat, and that he has the uses and purposes under the style and tit	caused the san therein set for	ne to be platted rth, and does her	as indicated th	hereon, for		A IN A SI S
Dated thisda	y of	, AD. 2020				A. Si
			_			SI RI BI
		/0				CI TH SI
NOTARY CERTIFICATE	Ow.	ner/Owners				H A O
STATE OF ILLINOIS COUNTY OF DUPAGE	SS.					E) O)
l,, , that,	-		-		_	-
subscribed to the fore and acknowledged that voluntary act for the	t he/she signed	d and delivered th	e annexed pla		•	
Given under my hand	and Notarial Se	al this	nu of		AD. 2020	
		ai tiis at	iy 01			
			otary Public			
STATE OF ILLINOIS COUNTY OF DUPAGE This Instrument Numbe DuPage County. Illinois,	SS. r	N	otary Public		er's Office of	
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STATE OF ILLINOIS COUNTY OF DUPAGE This Instrument Numbe DuPage County. Illinois, this day	SS. r of A.D.	N	otary Public		er's Office of	
RECORDER'S CERTIFICATE STATE OF ILLINOIS COUNTY OF DUPAGE This Instrument Numbe DuPage County. Illinois, this day By: County Records	SS. r of A.D.	N	otary Public		er's Office of	
STATE OF ILLINOIS COUNTY OF DUPAGE STATE Number This Instrument Number DuPage County. Illinois, this day	SS. r of A.D. er	was filled	otary Public		er's Office of	
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This is to certify that I, David R. Bycroft, an Illinois Professional Land Surveyor, has platted from the record the property described in the caption of this plat.

As shown by the annexed plat for the purposes of granting easements to the City of Darien, Illinois, and the annexed plat acrurately shows such territory to be granted.

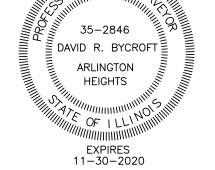
Further, I hereby grant permission to the City of Darien, Illinois to record this plat.

Given under my hand and seal at Arlington Heights, Illinois

Illinois Professional Land Surveyor No. 2846

Prepared by:
David R. Bycroft
115 South Wilke Road
Suite 301
Arlington Heights, Illinois

(847) 439-8225



Design Firm #184-005910Expires April 30, 2021

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DARIEN, ILLINOIS ("CITY") AND TO THOSE PUBLIC LITY COMPANIES OPERATING UNDER FRAANCHISE OR CONTRACT WITH THE CITY, OR OTHÈRWISÉ AUTHORIZED BY THE INCLUDING BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, AND R SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES" DRAINAGE EASEMENTS" OR ("PU&DE") ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO ALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPÉRATE VARIOUS UTILTY TRANSMISSION DISTRIBUTION SYSTEMS, COMMUNITY ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY ERS. TOGETHER WITH ANY AND ALL NECESSARY MANHOLES. CATCH BASINS. CONNECTIONS. APPLIÁNCES AND OTHER CTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, JBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER TIES. NO PERMANENT BUILDINGS SHALL BE PLAED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS JBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR ITS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALI SUBJECT TO THE ORDINANCES OF THE CITY OF DARIEN. EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE OF DARIEN AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND INDICATED HEREON OVER ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL VICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. THERE IS EBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON. OVER. ALONG AND OSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, RATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY PMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY THE ABOVE WORK.

Submitted by/return to:
City of Darien
1702 Plainfield Road
Darien, Illinois 60561



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.	
---------------	--

AN ORDINANCE AUTHORIZING AN EASEMENT AGREEMENT (NORTHWEST CORNER OF CASS AVENUE AND PLAINFIELD ROAD)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 20th DAY OF APRIL, 2020

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this _____ day of April, 2020.

AN ORDINANCE AUTHORIZING AN EASEMENT AGREEMENT (NORTHWEST CORNER OF CASS AVENUE AND PLAINFIELD ROAD)

WHEREAS, by way of Ordinance No. O-02-20, the City entered into a Construction Grant Agreement ("Agreement") with the Owner of property with a common address of 7532 Cass Avenue (the "Subject Property"); and

WHEREAS, the Subject Property is located at the northwest corner of Cass Avenue and Plainfield Road; and pursuant to Section 5 of the Agreement, "Grant of Easement for Signage; City Agreement To Reserve," the City and the Owner of the Subject Property agreed to enter into an Easement Agreement to allow for the erection and maintenance of marquee signage on the Subject Property; and

WHEREAS, the City Council has been presented with the proposed Easement Agreement and find that it is reasonable and in conformance with the Construction Grant Agreement to approve the Easement Agreement;

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

SECTION 1: Easement Agreement Approved. The City Council hereby approves of the Easement Agreement with the Owner of the Subject Property substantially in the form of **Exhibit 1** attached hereto and made a part hereof.

SECTION 2: Recordation. The City Clerk is hereby authorized and directed to cause

a copy of said Agreement to be recorded in the Office of the DuPage Recorder of Deeds at the City's sole expense.

SECTION 4: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL	L OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 20 th day of April, 2	020.
AYES	
NAYS:	
ABSENT: APPROVED BY THE MAYOR OF T	HE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS , this 20 th day of April, 2020.	
ATTEST:	JOSEPH A. MARCHESE, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



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Exhibit 1

EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT ("Agreement") is dated the _____ day of _____, 2020, by and between 7532 Cass Avenue, LLC ("Owner") and the City of Darien, a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois 60561 ("City").

RECITALS:

- A. Owner is the owner of certain property described on **Exhibit 1** attached hereto and made a part hereof (the "Subject Property").
 - B. Owner is in the process of developing the Subject Property for commercial use.
- C. The Subject Property fronts both Cass Avenue and Plainfield Road within the City. The City and Owner have been in negotiations in order to provide for the placement of advertising signage on the Subject Property.
- D. In connection with the Agreement, the parties have agreed that Owner will grant the City temporary and permanent easements as set forth hereinbelow.

Accordingly, it is hereby agreed by and between Owner and City as follows:

- **Section 1. Grants of Easement.** Owner hereby grants the City temporary and permanent easement to the "Easement Area" as shown on the Plat attached to this Agreement as **Exhibit 2** as follows:
- A. Owner grants the City a permanent easement on, under and across the Easement Area for purposes of operating and maintaining advertising signage within the Easement Area.

B. Owner grants the City a temporary easement to go on the entire Subject Property for purposes of constructing the signage improvements within the Easement Area.

Section 2. Maintenance; Assignment.

- A. The City shall be solely responsible for the maintenance of the Easement Area.
- B. The City may assign maintenance responsibilities to a third-party contractor provided such assignment is a part of a three-party agreement among City, Owner and third-party.
- Section 3. Vacation of Easement. The City reserves the right to vacate the Easement granted by this Agreement. In such case, the City will promptly restore the Easement Area to a serviceable condition consistent with the remainder of the Subject Property and subject to Owner's reasonable approval.

Section 4. Recordation. This Agreement shall be recorded in the Office of the DuPage County Recorder of Deeds at the City's expense.

OWNER:	CITY:
7532 CASS AVENUE LLC	CITY OF DARIEN
Ву:	By:
/	Attant

EXHIBIT 1

Legal Description

Said property is legally described as follows:

THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210 FEET; THENCE EASTELY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE, 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-28-402-025

The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.

SUBMITTED BY AND RETURN TO: PLAT OF EASEMENT CITY OF DARIEN 1702 PLAINFIELD ROAD DARIEN, IL 60561 140.85' (145.00') FOUND IRON PIPE--PK NAIL FOUND PART OF LOT 302 IN BROOKHAVEN MANOR SUBDIVISION PIN NUMBER: 09-28-402-025 N 88'30'55" E 6.62'-N 3378'08" E 23.41'-PROPOSED SIGN EASEMENT-562.18 SQUARE FEET ARC=3.95'-RAD=7.54 CB=N48°23'15"E CD = 3.91N 63°24'13" E 8.57'--CROSS FOUND POINT OF BEGINNING N 26'35'47" W 12.03'-PLAINF (100', RIGHT OF WAY) PROPOSED SIGN EASEMENT DESCRIPTION:
THAT PART OF LOT 302 IN BROOKHAVEN MANOR SUBDIVISION, BEING A SUBDIVISION IN SECTIONS 27 AND 28,
TOWNSHIP 28 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT
THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 63 DEGREES 43 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY LINE, 28.22 FEET; THENCE NORTH 26 DEGREES 35 MINUTES 47 SECONDS WEST, 12.03 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 13 SECONDS EAST, 8.57 FEET; THENCE NORTHEASTERLY 3.95 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7.54 FEET (CHORD BEARS NORTH 48 DEGREES 23 MINUTES 15 SECONDS EAST, 3.91 FEET); THENCE NORTH 33 DEGREES 18 MINUTES 08 SECONDS EAST, 23.41 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 55 SECONDS EAST, 6.62 FEET TO SAID WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 01 DEGREES 29 MINUTES 05 SECONDS EAST ALONG SAID WESTERLY LINE, 24.45 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, SCALE: 1" = 10' 05 PARENT PARCEL DESCRIPTION:
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RESOLUTION NO.

CITY ATTORNEY

A RESOLUTION APPROVING A DIGITAL SIGN AGREEMENT WITHIN A DEDICATED EASEMENT AT THE NORTHWEST CORNER AT 7532 CASS AVENUE, PIN NO 09-28-402-025

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 digital sign agreement within a dedicated easement at the northwest corner at 7532 Cass Avenue, PIN No 09-28-402-025, a copy of which is attached here to as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 20th day of April, 2020.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 20th day of April, 2020.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM



SIGN AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 2020 by and among the CITY OF DARIEN, a Municipal Corporation ("City") and 7532 CASS AVENUE, LLC, an Illinois limited liability company ("Owner"), and BRT OUTDOOR, LLC ("BRT")

RECITALS

WHEREAS, Owner is the owner of property identified on **Exhibit A** attached hereto and made a part hereof (the "Subject Property"); and

WHEREAS, Owner and City have entered into an Easement Agreement pursuant to which Owner has granted City temporary and permanent easement on that portion of the Subject Property identified as the "Easement Area" on the Plat appended to this Agreement as **Exhibit B**; and

WHEREAS, the easement granted therein is for the purpose of allowing for the operation and maintenance of advertising signage within the designated Easement Area; and

WHEREAS, BRT is in the business of installing and maintaining digital display multiple message signs ("Digital Displays"); and

WHEREAS, BRT has requested that it be permitted to install digital display signage within the **Exhibit B** Easement Area; and

WHEREAS, Owner and City have agreed to authorize BRT to construct and maintain Digital Displays within the Easement Area, subject to the terms, conditions and limitations set forth herein below.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

USE OF EASEMENT AREA FOR DIGITAL DISPLAYS

Subject to BRT's compliance with this Agreement, the City hereby grants BRT the right to install and operate Digital Displays at the Easement Area for the purpose of conducting outdoor advertising subject to the terms and conditions of this Agreement.

1. *TERM*

The right to install and operate the Digital Displays at the Easement Area shall commence on the date this Agreement is approved by the City's corporate authorities (the "Commencement Date") and shall continue for a period of twenty five (25) years from the date thereof (the "Expiration Date") (hereinafter the time from Commencement Date to Expiration Date shall be referred to as the "Initial Term").

Thereafter, this Agreement will automatically renew for up to 3 successive 5 year periods beginning on the date after the Expiration date, until either (i) a party provides the other party with notice of its intent not to renew this Agreement at least one hundred twenty (120) days prior but no more than one hundred eighty (180) days prior to the expiration of the then-current 5 year term, or (ii) the parties enter into a separate renewal agreement. Each 5-year extension will be referred to as an Extended Term or collectively as Extended Terms

The Digital Displays that are installed at the Easement Area during the term of this Agreement shall be removed by BRT at its expense upon the expiration or termination of this Agreement.

2. <u>COMPENSATION TO OWNER AND CITY FOR USE OF EASEMENT</u> AREA

BRT intends to display multiple messages on each Video Panel in a fixed rotation of not less than 10 seconds duration per image. During the effective term of this Agreement, the City shall have the right to at least one of every eight of the positions in the display rotation ("Base Position") for City content. The City's position in the rotation shall remain fixed and shall not be reduced during certain periods of the day or week.

In addition, Owner shall have the right to one of the eight (8) display positions. This right shall be transferred to any successors or assigns of Owner.

BRT shall not charge the City or Owner, its successors or assigns, for the use of the Video Panels. Additional space, beyond the "Base Position", may be purchased by City or Owner at the non-for-profit market rate, by or on behalf of all the other retailers located within the Brookhaven Market Place.

3. DESIGN AND INSTALLATION OF THE DIGITAL DISPLAY

The Digital Displays shall consist of a properly affixed structure containing up to two full-color liquid crystal display (or successor technology) digital sign faces as shown on **Exhibit C** attached to this agreement.

All work undertaken by BRT and its agents or contractors shall be performed: in a workmanlike manner, only with materials that are high quality and free of material defects, strictly in accordance with plans and specifications approved by the City of Darien, diligently to completion and not interfere where possible with the drive aisles of City's property, and in compliance with all administrative regulations promulgated by IDOT and other provisions of this Agreement.

4. MAINTENANCE OF THE DIGITAL DISPLAYS

BRT shall, at its sole cost and expense, maintain the Digital Displays in good condition and repair and in a workmanlike condition. This maintenance shall include, but shall not be limited to, the prompt repair, replacement or removal of damaged, inoperable or malfunctioning Digital Display. BRT shall regularly inspect the Easement Area to determine whether maintenance of the Digital Displays is necessary.

In the event the City becomes aware of the need for maintenance at the Easement Area in connection with BRT's use thereof, the City shall notify BRT. BRT shall diligently respond within seven (7) business days to the City's notice and shall inspect the subject location with qualified personnel to determine the nature and scope of the required maintenance activities. In the event that BRT fails to perform necessary maintenance within fifteen (15) days of initial notice, the City may undertake such maintenance as it may deem reasonably necessary. Any costs incurred by the City in this regard shall be reimbursed by BRT within fourteen days of a Reimbursement Invoice issued by the City.

BRT shall provide annual plantings and prepare the Easement Area for the season. City shall be responsible for general lawn care and maintenance of the site, including but not limited to removal of weeds and debris. BRT shall be responsible for the on-going maintenance of the installed water feature.

5. CONDITION OF PREMISES

BRT agrees to accept the Digital Display installation locations "as is", without any agreements, representations, understandings or obligations on the part of the City to perform any alterations, repairs or improvements thereto.

6. USE AND OPERATING REQUIREMENTS

A. <u>Use; Compliance with Laws.</u>

BRT shall use the Easement Area for the purpose specified in this Agreement and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Agreement. BRT shall comply with all applicable laws and ordinances relating to its use of the Subject Property, including without limitation, health, safety and building codes, zoning ordinances and all IDOT regulations and permit requirements pertaining to outdoor advertising or construction in or near a State highway.

B. Required Operations.

BRT shall conduct its business at all times in a professional and businesslike manner consistent with reputable business standards and practices and in compliance with applicable law, codes and ordinances.

C. Prohibited Uses.

The Digital Displays shall not be used for the display, promotion or advertisement of obscenity, sexually oriented businesses, specified anatomical areas or specified sexual activities as defined in the applicable Zoning Ordinance, or other activities not suitable for underage persons including, but not limited to, lingerie shows, mud or Jell-O wrestling, wet T-shirt contests, bikini or go-go dancing, strip tease dancing, tobacco, birth control, guns and ammunition (provided that the foregoing prohibition shall not prohibit the advertisement of Illinois Concealed Carry classes), and similar forms of products or entertainment. The Digital Displays may not be used for the display, promotion or advertisement of acts, images or statements that unlawfully discriminate based on race, color, national origin, disability, gender or religion. In order to avoid the inadvertent suggestion of City endorsement or opposition, the Digital Displays may not be used for the display, promotion or advertisement of political candidates, political action committees, political parties, public questions or issues of recognized political or social debate such as abortion, gun control, immigration, war or matters involving sexual orientation.

D. UTILITIES

BRT shall provide all utilities it may require at its sole cost and expense and: (i) make application in its own name for all utilities, (ii) comply with all utility company regulations for such utilities, including requirements for the installation of meters, and (iii) obtain such utilities direct from, and pay for the same when due directly to, the applicable utility company. The term "utilities" for purposes hereof shall include but not be limited to electricity, cable television, internet and data services, telephone and other communication and alarm services, and all taxes or other charges thereon. BRT shall install and connect all equipment and lines required to supply such utilities to the Easement Area.

7. INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

A. Required Insurance.

BRT and all of its contractors shall maintain during the term of this Agreement: (i) commercial general liability insurance, with a contractual liability endorsement covering BRT's indemnity obligations under this Agreement, and with limits of not less than \$1,000,000 combined single limit for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence (ii) casualty insurance covering the Digital Displays and other Community

Digital property located on the Easement Area in an amount reasonably calculated to replace or repair such items or to permit BRT to continue or resume operations in substantially the same manner as preceded the loss and (iii) workers' compensation insurance as required by statute. BRT's insurance shall be primary, and any insurance maintained by the City or any other additional insured hereunder shall be excess and noncontributory.

BRT shall further maintain automobile liability insurance with coverage of not less than \$1,000,000.00 for personal injuries or death per occurrence and \$1,000,000.00 for property damage per occurrence.

All insurance coverage provided under this Agreement shall expressly provide that it is primary and noncontributory to any insurance coverage maintained by the City and shall waive any rights of recovery against the City. Copies of all policies of insurance, certificates of insurance and endorsements reflecting the coverage's required under this Agreement shall be provided to the City upon the execution of this Agreement. Subsequent to the execution of this Agreement if the foregoing documentation is not provided within ten (10) business days from the date of City's request for insurance, the City may terminate this Agreement.

B. <u>Certificates, Subrogation and Other Matters.</u>

BRT shall provide the City and Owner with certificates of insurance evidencing the coverage required hereunder (and, with respect to liability coverage showing the City, Owner, and their respective officers, agents and employees, with original endorsements affecting coverage required hereunder. The certificates and endorsements shall be signed by a person authorized by that insurer to bind coverage on the insurer's behalf.

BRT shall provide such certificates prior to the Commencement Date. BRT shall provide renewal certificates to the City at least thirty (30) days prior to expiration of such policies. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective insurance policies and waive all rights of subrogation of their respective insurers. The parties agree that their respective insurance policies are not, nor shall be, endorsed so that such waivers of subrogation shall affect their respective rights to recover thereunder.

8. RESTORATION OF EASEMENT AREA

At the expiration or earlier termination of this Agreement, BRT shall, at its sole cost and expense, remove the Digital Display and shall restore the Easement Area to its pre-existing condition.

9. RIGHTS RESERVED BY THE CITY

The City will use its best efforts to prevent the construction or placement of signs, poles, or like structures within 500 feet of an Easement Area that would obstruct the view of the Digital Displays thereon, but nothing herein shall be deemed to prevent the City from taking any actions deemed necessary by the City to satisfy its legal obligations.

10. CITY'S REMEDIES

A. Default.

The occurrence of any or more of the following events shall constitute a "Default" by BRT and shall give rise to the City's remedies set forth in paragraph B, below:

- (i) BRT's failure to provide the Base Position in accordance with this Agreement;
- (ii) BRT's failure to observe or perform any term or condition of this Agreement, unless such failure is cured within any period of time following written notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law;
- (iii) BRT's failure to maintain the signage in a form consistent with thencurrent technology;
- (iv) BRT's filing a voluntary or involuntary petition under any bankruptcy or insolvency law; or
- (v) BRT's discontinuance of business for a period of three (3) consecutive months.

B. Remedies.

If a Default occurs, and provided the Default is not timely cured, the City shall have the right to terminate this Agreement upon thirty (30) days written notice.

C. The City's Cure of BRT Defaults.

If BRT fails to perform any obligation under this Agreement for thirty (30) days after notice thereof by the City, the City shall have the right (but not the duty), to perform such obligation on behalf and for the account of BRT. In such event, BRT shall reimburse the City within thirty (30) days for all costs and expenses incurred by the City in performing such obligation.

11. ASSIGNMENT

BRT shall not, without the prior written consent of the City,: (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to or otherwise transfer, this Agreement or any interest hereunder, by operation of law or otherwise, or (ii) permit the use of the Easement Area by any parties other than BRT. Any transfer made without complying with this Agreement shall, at the City's option, be null, void and of no effect (which shall not be in limitation of the City's other remedies). Consent to assignment shall not be unreasonably withheld.

Notwithstanding the foregoing, BRT has the right to assign this Agreement or any interest hereunder, without the prior written consent of the City, to a bank or other financial institution for purposes of financing equipment, to a business of like kind, and/or labor for the construction and/or maintenance of the Digital Displays.

12. NO WAIVER

No provision of this Agreement will be deemed waived by either party unless expressly waived in writing. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and the City's consent respecting any action by BRT shall not constitute a waiver of the requirement for obtaining the City's consent respecting any subsequent action.

13. LITIGATION; NOTICE; INTERVENTION

In the event any litigation is filed against the City and/or Owner or the digital displays, City and/or Owner will promptly notify BRT. City and Owner shall not object to any petition filed by BRT seeking to intervene in said litigation.

14. NOTICES

Every notice, demand or other communication given by either party to the other party with respect to this Agreement shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows or to such other address as BRT or the City may from time to time designate by notice:

IF TO CITY OF DARIEN:

IF TO BRT OUTDOOR, LLC:

City of Darien 1702 Plainfield Road Darien, IL 60561 BRT Outdoor, LLC P.O. Box 5097 Naperville, IL 60567

With A Copy To:

John B. Murphey Odelson, Sterk, Murphey, Frazier & McGrath, Ltd. 3318 W. 95th Street Evergreen Park, IL 60805

IF TO OWNER:

7502 CASS AVENUE, LLC c/o JEMCO & Associates, Ltd. 242 Bunting Lane Bloomingdale, IL 60108

With A Copy To:

Anthony Pavone Pavone Law Group 255 East Lake Street Suite 301 Bloomingdale, IL 60108

15. *MISCELLANEOUS*

- **A.** Each of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions hereof
 - **B.** This Agreement shall be recorded by the City.
 - **C.** This Agreement shall be governed by the Laws of the State of Illinois.
- **D.** No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provision of this Agreement.
- **E.** This Agreement has been mutually negotiated among the parties and any ambiguities shall not be interpreted in favor of the parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed under seal by their respective representatives designated below, as of the day and year first above written.

CITY OF DARIEN, A Municipal Corporation	BRT OUTDOOR, LLC An Illinois limited liability company
<i>By</i> :	Rodney S. Hursh
Attest:	Todd J. Sanders
7532 CASS AVENUE, LLC	
By: /////	
Attest: Regina Kokkins	

EXHIBIT A

Legal Description

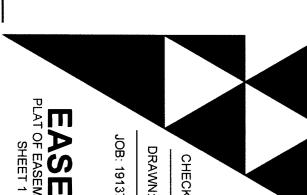
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PIN: 09-28-402-025

The property is located at 7532 South Cass Avenue, Darien, Illinois 60561.

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TOWNSHIP 28 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS; BEGINNING AT
THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 63 DEGREES 43 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY LINE, 28.22 FEET; THENCE NORTH 26 DEGREES 35 MINUTES 47 SECONDS WEST, 12.03 FEET; THENCE NORTH 63 DEGREES 24 MINUTES 13 SECONDS EAST, 8.57 FEET; THENCE NORTHEASTERLY 3.95 FEET ALONG A CURVE TO THE LEFT, HAVING A RADIUS OF 7.54 FEET (CHORD BEARS NORTH 48 DEGREES 23 MINUTES 15 SECONDS EAST, 3.91 FEET); THENCE NORTH 33 DEGREES 18 MINUTES 08 SECONDS EAST, 23.41 FEET; THENCE NORTH 88 DEGREES 30 MINUTES 55 SECONDS EAST, 6.62 FEET TO SAID WESTERLY LINE OF CASS AVENUE; THENCE SOUTH 01 DEGREES 29 MINUTES 05 SECONDS EAST ALONG SAID WESTERLY LINE, 24.45 FEET TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, SCALE: 1" = 10' 05 PARENT PARCEL DESCRIPTION:
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS; BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210.00 FEET; THENCE EASTERLY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS BAR SCALE AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS. ---FOUND IRON PIPE DUPAGE COUNTY RECORDER OWNER'S CERTIFICATE CERTIFICATE CITY COUNCIL CERTIFICATE STATE OF ILLINOIS STATE OF ILLINOIS COUNTY OF _____ COUNTY OF DUPAGE COUNTY OF DUPAGE _____ IS THE HOLDER OF RECORD TITLE TO THE PROPERTY DESCRIBED HEREON, AND HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED, THIS PLAT WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, AS SHOWN BY THIS PLAT FOR THE USES AND PURPOSES HEREIN SET FOURTH AND THAT SAID ON THE _____ DAY OF ____ A.D. 20__ AT ___ O'CLOCK _M. AS DOCUMENT NUMBER OWNER HEREBY ACKNOWLEDGE AND ADOPTS THE SAME UNDER THE STYLE AND TITLE HEREON THIS_____ , A.D. 20_____, DATED THIS ______ DAY OF _____ A.D. 20____. MAYOR DUPAGE COUNTY RECORDER CLERK SURVEYORS CERTIFICATE STATE OF ILLINOIS COUNTY OF COOK NOTARY'S CERTIFICATE I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HAVE SURVEYED AND PREPARED THE GRANT OF EASEMENT FOR THE PROPERTY DESCRIBED ABOVE STATE OF ILLINOIS AS SHOWN BY THE ANNEXED PLAT WHICH IS A CORRECT AND TRUE REPRESENTATION OF SAID SURVEY AND PLAT OF EASEMENT GRANT, ALL DISTANCES ARE SHOWN IN FEET AND COUNTY OF _____ DECIMAL PARTS THEREOF. PERMISSION TO RECORD CERTIFICATE I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE MAYOR AND CITY COUNCIL OF STATE OF ILLINOIS ___, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO CERTIFY THAT ____ DARIEN RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION COUNTY OF COOK OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE CITY OF DARIEN (OR KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING WITHIN ONE AND ONE HALF MILES OF THE CORPORATE LIMITS OF THE CITY OF DARIEN) INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND I, FRANJO I. MATICIC, ILLINOIS PROFESSIONAL LAND SURVEYOR #035-003556, HEREBY WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE ACKNOWLEDGED THAT THEY SIGNED AND DELIVERED THE ANNEXED PLAT AS THEIR OWN FREE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL AUTHORIZE AN AGENT OF THE CITY OF DARIEN AND/OR ITS DESIGNATED AGENTS TO RECORD AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH. THIS PLAT OF EASEMENT WITH THE OFFICE OF THE DUPAGE COUNTY RECORDER OF DEEDS. CODE AS HERETOFORE AND HEREAFTER AMENDED. GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, GIVEN UNDER OUR HAND AND SEAL THIS 24TH DAY OF MARCH GIVEN UNDER OUR HAND AND SEAL THIS 24TH DAY OF MARCH A.D. 2020 AT HOFFMAN ESTATES, ILLINOIS. AT HOFFMAN ESTATES, ILLINOIS. FRANUO I. 035-003556 NOTARY PUBLIC HOFFMAN FRANJO I. MATIO - PLS #035-003556 EXPIRES 11/30/2020 FRANJO I. MATICIC - PLS #035-003556 EXPIRES 11/30/2020 ESTATES MY COMMISSION EXPIRES: _____ ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015 ILLINOIS PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007570-0015 MUNOIS AQUATIC \ CIVIL \ MECHANICAL \ ELECTRICAL \ PLUMBING \ TELECOMMUNICATION \ STRUCTURAL \ ACCESSIBILITY CONSULTING \ DESIGN & PROGRAM MANAGEMENT \ LAND SURVEY



CASS AVENUE AND PLAINFIELD ROAD DARIEN, ILLINOIS



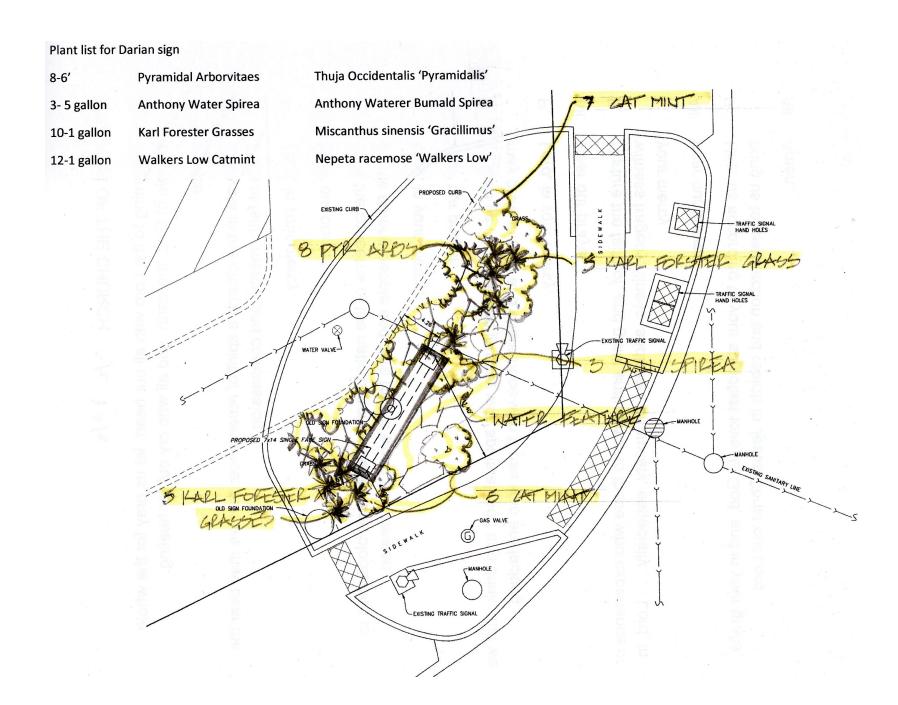
Engineering with Precision, Pace and Passion.

2675 Pratum Avenue | Hoffman Estates, IL 60192
T: 224.293.6333 | F: 224.293.6444
wtengineering.com

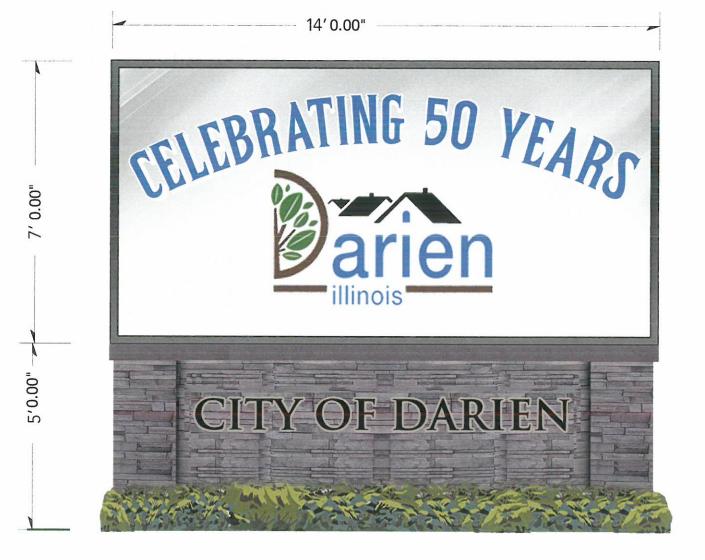
IL. License No: 184.007570-0015 Expires: 04.30.2021

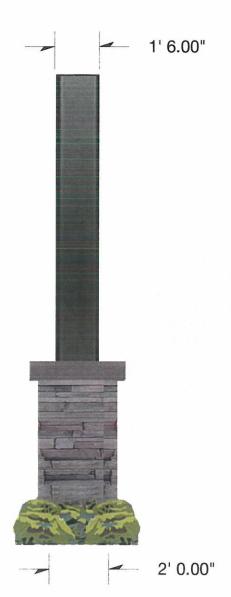
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PHONE: 815.725.9080

FAX: 815.725.7543

EMAIL:

SIGNS@EXPSIGNS.COM

ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER: CHICAGO BILLBOARD

PROJECT ADDRESS: CITY OF DARIEN PROJECT:

EMC MONUMENT SIGN PROOF NO#: 017-085

DESIGNER:

DATE: 12.9.2019

SCALE: 1/4"=1"

NOTES:

THIS DRAWING IS THE PROPERTY OF EXPRESS SIGNS AND IS TO ONLY BE USED IN CONNECTION WITH WORK PERFORMED BY EXPRESS SIGNS. THIS DRAWING IS NOT TO BE REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION WITHOUT WRITTEN CONSENT FROM EXPRESS SIGNS. CHARGES UP TO \$2,000 WILL BE ASSESSED FOR ANY MIS-USE.

SIGN TYPE:

APPROVED BY:

DATE APPROVED:

2017 EXPRESS SIGNS, INC.

(1) S/F FULL COLOR ELECTRONIC MESSAGE CENTER EMC DETAILS:

- Watchfire 16mm EMC
- Cabinet Dimensions: 7'-0"h x 14'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages No animation

(1) FLAT CUT OUT ALUMINUM LETTERS

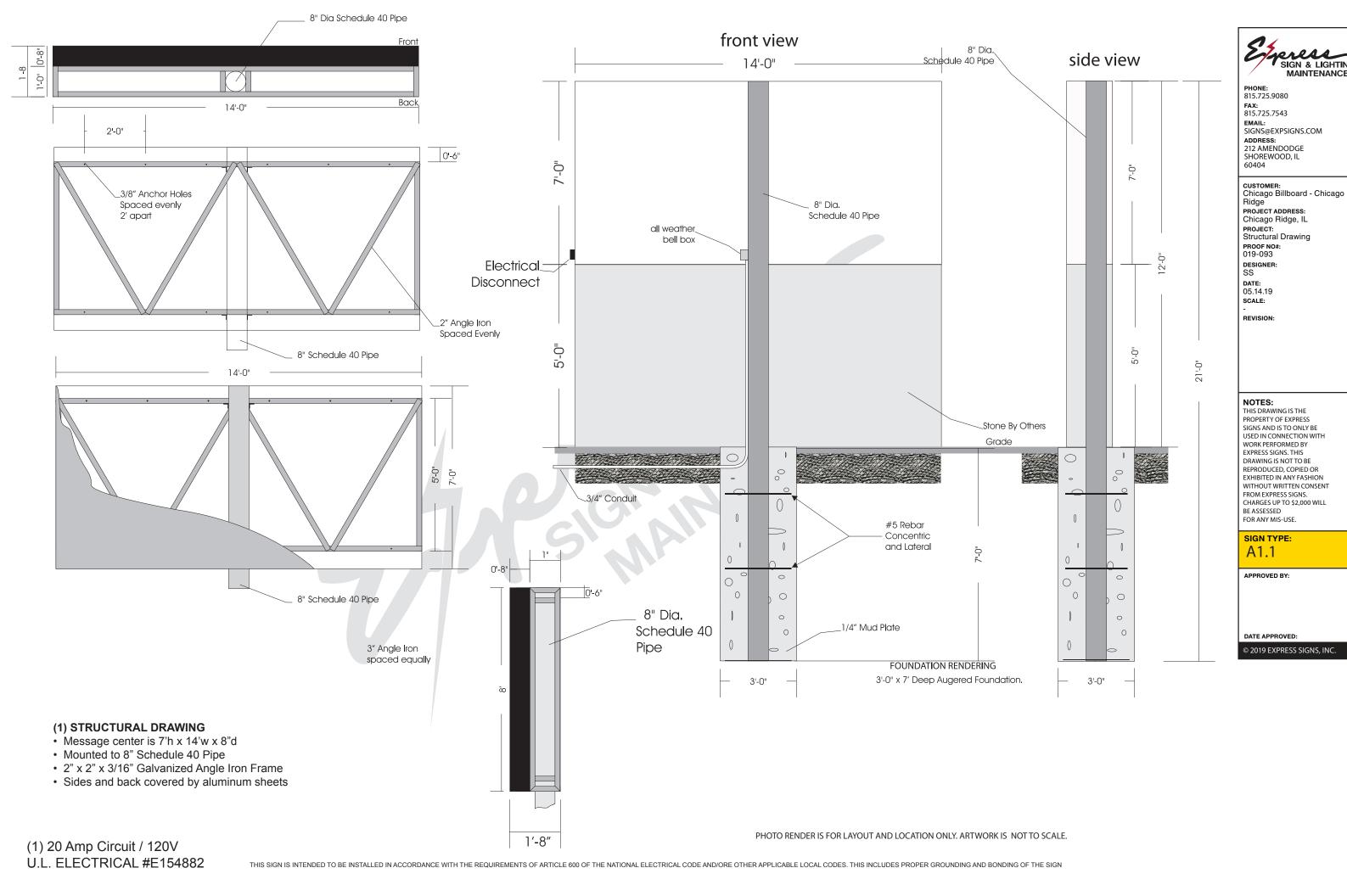
- 22" FCO Letters to be (0.25") thick routed aluminum
- Letters to be stud mounted with spacers to brick base
- Letters painted BLACK

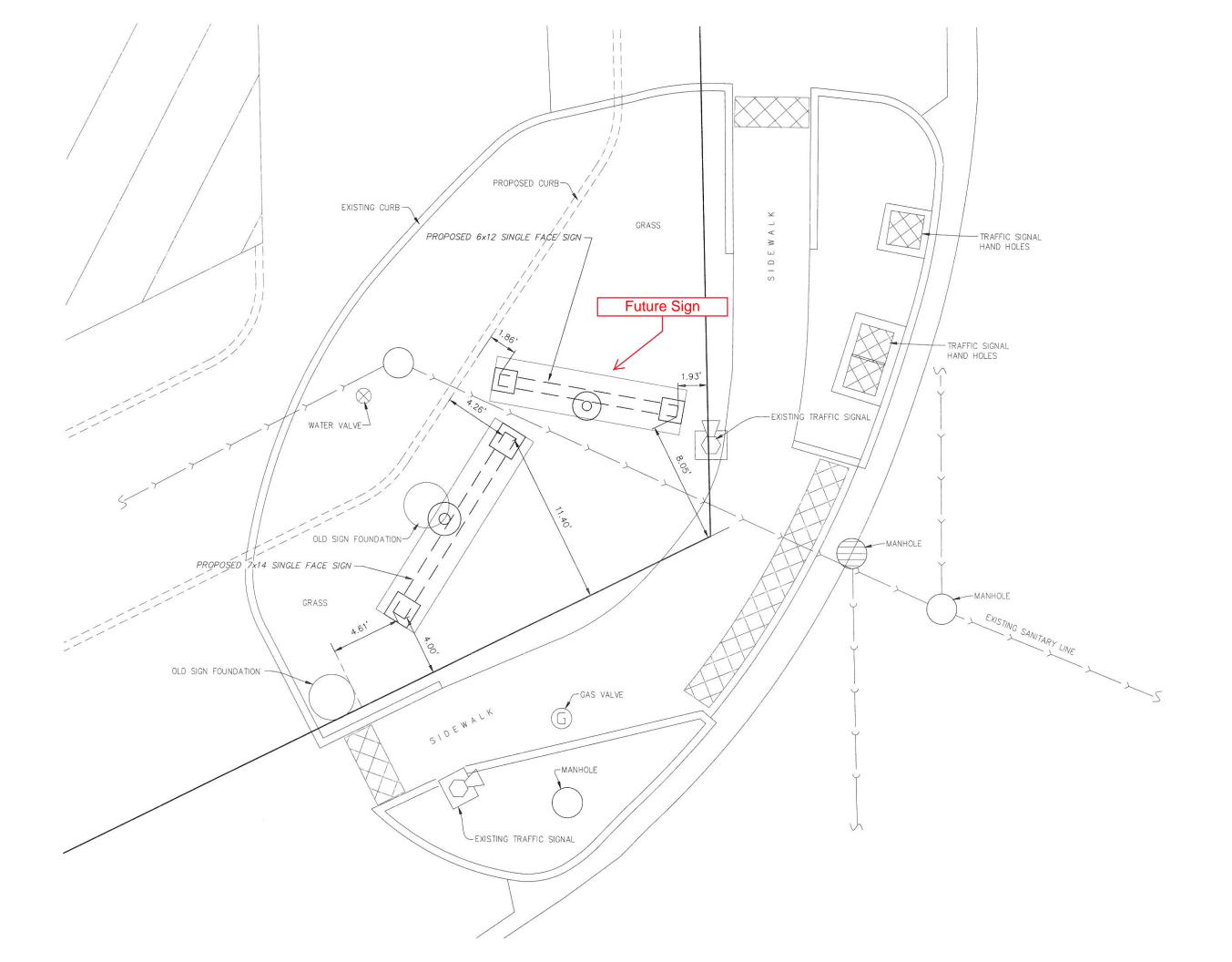
SQUARE FOOTAGE: 128

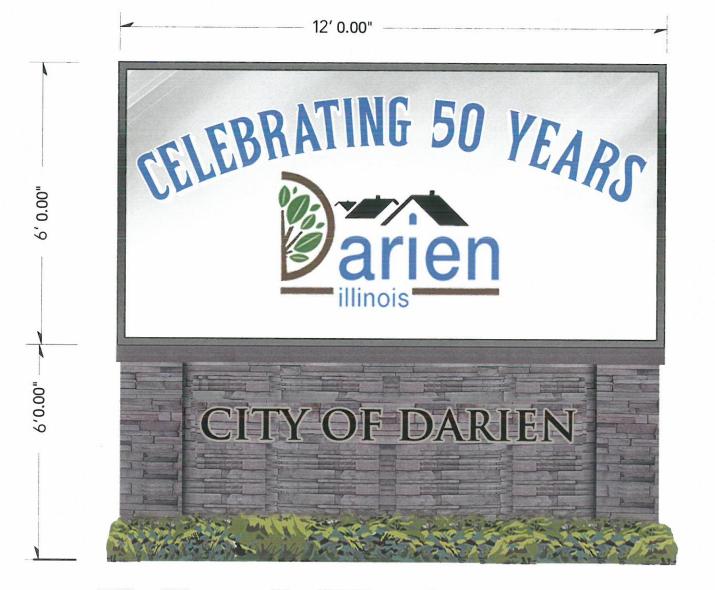
BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882











- Watchfire 16mm EMC
- Cabinet Dimensions: 6'-0"h x 12'-0"w
- Installed to brick base with landscaping by others
- RGB capable of full color graphics
- Static messages No animation

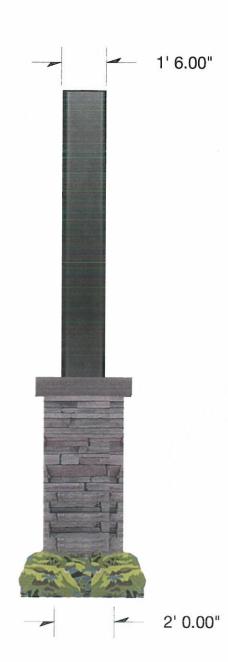
(1) FLAT CUT OUT ALUMINUM LETTERS

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- Letters painted BLACK

SQUARE FOOTAGE: 128

BRICK AND LANDSCAPING BY OTHERS

(1) 20 Amp Circuit / 120V U.L. ELECTRICAL #E154882



Future Sign





PHONE: 815.725.9080 FAX: 815.725.7543 EMAIL: SIGNS@EXPSIGNS.COM ADDRESS: 212 AMENDODGE SHOREWOOD, IL 60404

CUSTOMER:
CHICAGO BILLBOARD
PROJECT ADDRESS:
CITY OF DARIEN
PROJECT:
EMC MONUMENT SIGN
PROOF NO#:
017-085
DESIGNER:
NN
DATE:
12.9.2019
SCALE:

NOTES:

1/4"=1"

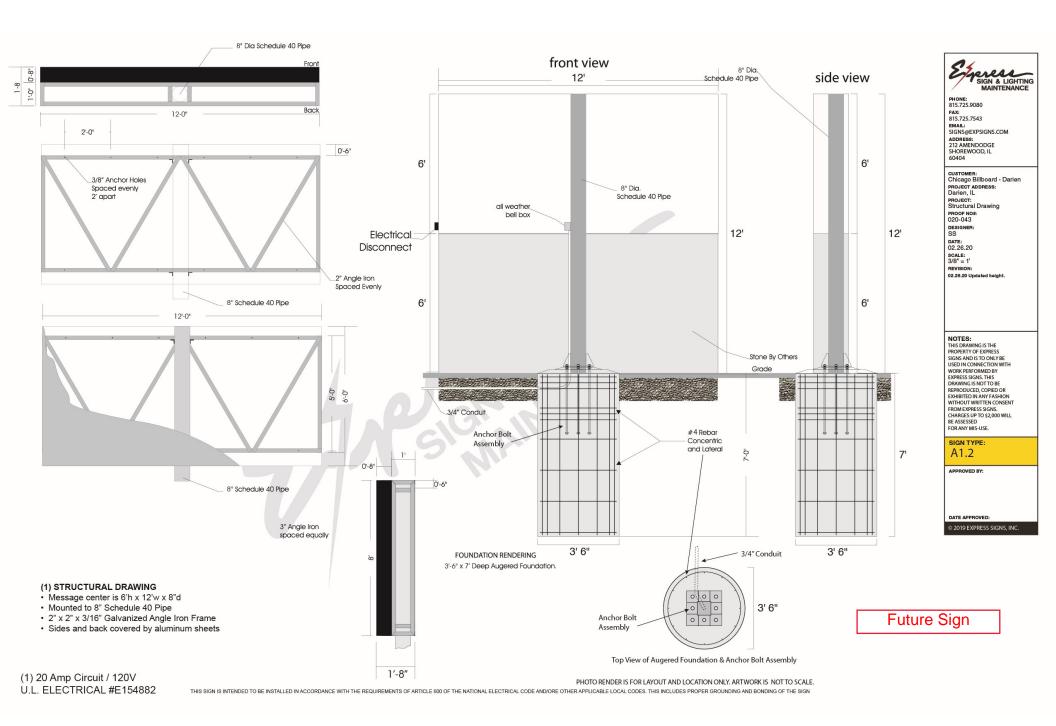
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SIGN TYPE:

APPROVED BY:

DATE APPROVED:

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CITY ATTORNEY

A RESOLUTION APPROVING A 25-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENT AT THE NORTHWEST CORNER AT 7532 CASS AVENUE, PIN# 09-28-402-025

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 25-Foot Public Utility and Drainage Easement at the northwest corner at 7532 Cass Avenue, PIN# 09-28-402-025, a copy of which is attached here to as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 20th day of April, 2020.

AYES:

NAYS:

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 20th day of April, 2020.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

rlat of Public Utility and Drainage Easement

over part of

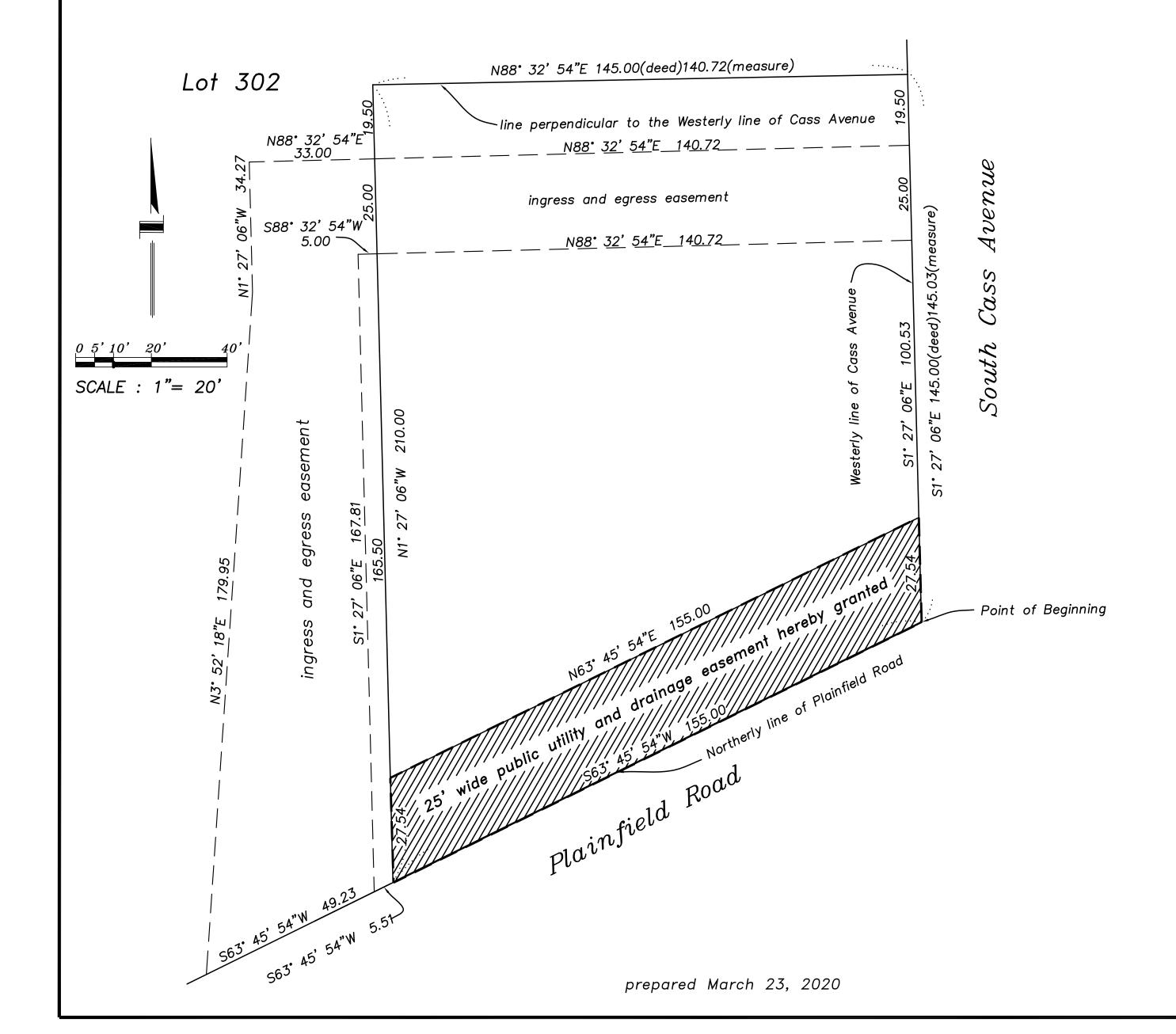
THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE WESTERLY ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NORTHERLY AND PARALLEL WITH CASS AVENUE, 210 FEET; THENCE EASTERLY ON A LINE PERPENDICULAR TO CASS AVENUE, 145 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF CASS AVENUE, 145 FEET TO THE PLACE OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 7532 SOUTH CASS AVENUE, DARIEN, ILLINOIS

P.I.N. 09-28-402-025-0000

EASEMENT AREA LEGAL DESCRIPTION

THAT PART OF LOT 302 DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF PLAINFIELD ROAD, AND THE WESTERLY LINE OF CASS AVENUE; THENCE S63°45'54"W, ALONG THE NORTHERLY LINE OF PLAINFIELD ROAD, 155 FEET; THENCE NO1°27'06"W, PARALLEL WITH THE WESTERLY LINE OF CASS AVENUE, 27.54 FEET; THENCE N63°45'54"E ON A LINE WHICH IS 25.00 FEET NORTH OF AND PARALLEL WITH THE NORTHERLY LINE OF PLAINFIELD ROAD, 155.00 FEET TO A POINT ON THE WESTERLY LINE OF CASS AVENUE; THENCE S01°27'06"E, ALONG THE WESTERLY LINE OF CASS AVENUE, 27.54 FEET TO THE POINT OF BEGINNING, IN BROOKHAVEN MANOR, A SUBDIVISION IN SECTIONS 27 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 18, 1956 AS DOCUMENT 827287, IN DUPAGE COUNTY, ILLINOIS.



OWNERS CERTIFICATE	F
STATE OF ILLINOIS SS.	E U C T
This is to certify that the undersigned is the legal owner of the land plat, and that he has caused the same to be platted as indicated the uses and purposes therein set forth, and does hereby acknowled under the style and title thereon indicated.	nd described on the annexed (1) thereon, for
Dated this , AD. 2020	
Owner/Owners	Ş
NOTARY CERTIFICATE	
STATE OF ILLINOIS SS.	
I,, a Notary Public in and for said County, in the	ne state aforesaid do hereby cert
that personally known to me to be t	he same persons whose name is
subscribed to the foregoing instrument as such owner, appeared be and acknowledged that he/she signed and delivered the annexed performed to the uses and purposes therein set forth.	· · · · · · · · · · · · · · · · · · ·
Given under my hand and Notarial Seal this day of	AD. 2020
Notary Public	

MAYOR AND CITY COUNCIL APPROVAL CERTIFICATE

STATE OF ILLINOIS) COUNTY OF DUPAGE SS.

County Recorder

RECORDER'S CERTIFICATE

COUNTY OF DUPAGE \ SS.

DuPage County. Illinois,

STATE OF ILLINOIS

The Mayor and City Council of the City of Darien, County of DuPage, State of Illinois, hereby certify that the said Council has duly approved this Plat of Easement attached hereto by Resolution No. _____duly authenticated as

This Instrument Number _____ was filled for record in the Recorder's Office of

passed this ______ , 2020.

Approved and accepted this _____ day ____ of A.D. 2020.

City Clerk

SURVEYOR'S CERTIFICA1E

STATE OF ILLINOIS COUNTY OF COOK SS.

This is to certify that I, David R. Bycroft, an Illinois Professional Land Surveyor, has platted from the record the property described in the caption of this plat.

As shown by the annexed plat for the purposes of granting easements to the City of Darien, Illinois, and the annexed plat acrurately shows such territory to be granted.

Further, I hereby grant permission to the City of Darien, Illinois to record this plat.

Given under my hand and seal at Arlington Heights, Illinois this _____ day of _____ AD. 2020.

Illinois Professional Land Surveyor No. 2846

Prepared by: David R. Bycroft 115 South Wilke Road Suite 301 Arlington Heights, Illinois

(847) 439-8225

Design Firm #184-005910 Expires April 30, 2021

DAVID R. BYCROFT ARLINGTON

HEIGHTS

PUBLIC UTILITIES AND DRAINAGE EASEMENT PROVISIONS

EASEMENTS ARE HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DARIEN, ILLINOIS ("CITY") AND TO THOSE PUBLIC UTILITY COMPANIES OPERATING UNDER FRAANCHISE OR CONTRACT WITH THE CITY, OR OTHERWISE AUTHORIZED BY THE CITY, INCLUDING BUT NOT LIMITED TO ILLINOIS BELL TELEPHONE COMPANY DBA AT&T ILLINOIS, NICOR GAS COMPANY, AND THEIR SUCCESSORS AND ASSIGNS, OVER, UPON, UNDER AND THROUGH ALL OF THE AREAS MARKED "PUBLIC UTILITIES AND DRAINAGE EASEMENTS" OR ("PU&DE") ON THE PLAT FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO INSTALL, SURVEY, CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN, AND OPERATE VARIOUS UTILTY TRANSMISSION AND DISTRIBUTION SYSTEMS, COMMUNITY ANTENNAE TELEVISION SYSTEMS AND INCLUDING STORM AND/OR SANITARY SEWERS, TOGETHER WITH ANY AND ALL NECESSARY MANHOLES, CATCH BASINS, CONNECTIONS, APPLIANCES AND OTHER STRUCTURES AND APPURTENANCES AS MAY BE DEEMED NECESSARY BY SAID CITY, OVER, UPON, UNDER AND THROUGH SAID INDICATED EASEMENTS, TOGETHER WITH THE RIGHT OF ACCESS ACROSS THE PROPERTY FOR NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES. NO PERMANENT BUILDINGS SHALL BE PLAED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. WHERE AN EASEMENT IS USED BOTH FOR SEWERS AND OTHER UTILITIES, THE OTHER UTILITY INSTALLATION SHALL BE SUBJECT TO THE ORDINANCES OF THE CITY OF DARIEN. EASEMENTS ARE HEREBY RESERVED AND GRANTED TO THE CITY OF DARIEN AND OTHER GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OF THE LAND INDICATED HEREON OVER THE ENTIRE EASEMENT AREA FOR INGRESS, EGRESS AND THE PERFORMANCE OF MUNICIPAL AND OTHER GOVERNMENTAL SERVICES, INCLUDING BUT NOT LIMITED TO, WATER, STORM AND SANITARY SEWER SERVICE AND MAINTENANCE. THERE IS HEREBY RESERVED FOR AND GRANTED TO THE CITY AN EASEMENT FOR RIGHT OF ACCESS ON. OVER. ALONG AND ACROSS THE PROPERTY DESCRIBED HEREIN FOR THE LIMITED PURPOSE OF READING, EXAMINING, INSPECTING, INSTALLING, OPERATING, MAINTAINING, EXCHANGING, REMOVING, REPAIRING, TESTING, AND/OR REPLACING CITY OWNED UTILITY EQUIPMENT AND METERS WHICH SERVE SAID PROPERTY, INCLUDING NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK.

> Submitted by/return to: City of Darien 1702 Plainfield Road Darien, Illinois 60561



AGENDA MEMO

City Council April 20, 2020

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Preparation of a Natural Area Conversion Plan for a City Owned Detention Basin Located at North West of 79th Street and Nantucket Drive at a cost not to exceed \$10,000.

RESOLUTION

UPDATED BACKGROUND-ARIL 20, 2020

As additional information, Staff engaged the adjacent residents of the proposed conversion plan through a survey, attached and labeled as <u>Attachment 1</u>. The results of the survey are as follows:

NO. OF RESIDENTS	NO. OF REPLIES	IN SUPPORT	AGAINST
24	11	4	7
PERCENTAGES	46%	17%	29%

Staff forwarded a second letter, attached as <u>Attachment 2</u>, to the residents summarizing the results along with a Staff recommendation to move forward with the proposed engineering. Residents had responded to the second letter, through a petition, against the conversion. The petition was signed by 15 residents and is attached as <u>Attachment 3</u>.

Director Gombac informed all residents with an active e-mail address that correspondence would be forwarded as additional info to the City Council. See <u>Attachment 4.</u>

The Municipal Services Committee and Staff continue to support the conversion plan, attached and labeled as <u>Attachment 5</u> pages (1-22), is information regarding the benefits of such native planted areas.

BACKGROUND

During the course of the last several years the Municipal Services Department has been having difficulty mowing the turf basin. The basin was constructed in conjunction with Farmingdale Subdivision to retain storm water for intense storm events. Upon conclusion of a storm event the storm water flows downstream through a designed restrictor. Over the years sedimentation has collected within the basin and created a topography that hampers flow to the large storm sewer structures. Residents adjacent to the basin have directed their sump pump discharges to the rear of their yards that naturally flow to the basin.

The end result is that mowing operations continue to diminish due to continuous saturation levels of the area. The findings include tire rutting, turf in access of 12-inches high for the months of April-June, thus creating a not aesthetically pleasing turf. Attached are pictures of the existing Nantucket Basin. Attachment 6.

Staff has reviewed the turf basin facility and is requesting to convert the basin to a Natural Native Planting Area. The goal of the project would be to implement native plantings based on the soils and saturation levels in place. The proposed engineering agreement, attached and labeled as <a href="https://doi.org/10.1001/journal.org/10.1001/jo

Nantucket Basin Conversion Plan April 20, 2020 Page 2

Task 1-Field Reconnaissance-Review of existing conditions, soil review and drainage structure reviews.

Task 2- Natural Area Conversion Design-The results of Task 1 would allow for the groundwork to prepare Natural Area Restoration Conversion Plan.

Task 3-Bid Assistance and Installation Observation-Pending decision mode this service would be required due to lack of Staffs expertise.

The benefits include:

- Natural Area
- Reduction of fertilization usage
- Promoting limited wildlife

The proposed funds would be utilized from revenues collected from Storm Water fees. The funds on file are intended use funds and may be only utilized for projects as such. Pending engineering approval, Staff will be forwarding informational letters engaging residents for the conversion project. Staff will also be seeking funding through a forthcoming agenda memo for the construction in an amount of approximately \$70,000.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FUNDS ON FILE	PROPOSED EXPENDITURE	BALANCE
07-1005	Engineering- Water Conversion of the Nantucket Basin	\$ 80,000	\$ 10,000	\$ 70,000

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the Preparation of a Natural Area Conversion Plan for a City Owned Detention Basin Located at North West of 79th Street and Nantucket Drive at a not to exceed \$10,000.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the April 20, 2020 City Council agenda for formal approval.



January 30, 2020

Dear Residents:

As a homeowner adjacent to the Nantucket Detention Basin, the City is exploring the converting of the existing basin from a grassy area to a natural planting area, see attached aerial. As an adjacent resident to the basin the City is further requesting your input regarding the proposed project. As general background the basin serves Farmingdale residents during rain events and especially during intense rain events. Storm water enters and collects within the basin via storm sewer pipes from the structures adjacent to the roadways as well as the rear yards. Pending the storm event, the basin is designed to hold storm water for up to 24 hours and is released through an outfall pipe at a restricted rate.

While basins of such were the typical standard design during the late 1970's through the 1980's, the basin brings maintenance challenges to the department. These challenges are due to deposits of sedimentation and ongoing erosion that grassy areas cannot withstand long term. The result is ponding and saturation levels that hinder the mowing of the turf area. Typically the department cannot maintain an optimal aesthetically pleasing mowed area within the spring, partial summer and fall months. The area is further saturated due to residential sump-pump discharges at the perimeter of the basin.

The Staff has reviewed opportunities to enhance the area by converting the area into a natural planting area. Below are stewardship points that promote and support storm water management.

- The project is good for the environment and visual appeal
- The rain garden could be used as an educational tool for local schools
- Adding native plants and flowers will beautify the area and will attract butterflies and native birds
- Native plants help to improve air quality and drainage

Some specific details about the project:

- Soil/Saturation evaluations would be reviewed to determine the optimal species for the basin
- The limits of the plantings would be held to the bottom portion of the basin.
- Pending opportunities, walking pathway(s) may be included
- The slope areas, buffer zoned, would be maintained as a mowed grass area

City of Darien 1702 Plainfield Road Darien, IL 60561

• Sump pump discharges would be extended into the basin through a 6-inch buried pipe

These type of projects take approximately two to three years for the plantings to flourish. The plantings would be managed through ongoing professional services for maintenance.

Below are articles of interest regarding native plantings. The articles may be accessed through the Darien website at https://www.darien.il.us/City-Services/Municipal-Services/Nantucket-Basin.aspx

https://www.nrcs.usda.gov/wps/portal/nrcs/detail/il/plantsanimals/?cid=nrcs141p2 030720

https://www.chicagobotanic.org/plantinfo/landscaping native plants

https://www.bing.com/images/search?q=illinois+native+plant+pics&qpvt=illinois+native+plant+pixs&FORM
=IGRE

The project would be administered and wholly funded through the City. We would like to hear your feedback in regards to the proposed project through the attached survey. The responses will be compiled along with a follow up letter with the results. Please complete the survey either online at the link above or through the attached sheet by no later than February 14, 2020.

Meanwhile, should you have any questions regarding the proposed project, please contact Daniel Gombac, dgombac@darienil.gov or at 630-353-8106. Thank you for your time in advance.

Sincerely,

Joseph Marchese, Mayor City of Darien

cc: Tom Chlystek, Ward Four
Bryon Vana, City Administrator
Daniel Gombac, Director of Municipal Services
Kristofer Throm, Superintendent of Municipal Services,



January 30, 2020
Dear Darien Resident:
Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME:
ADDRESS:
TELEPHONE NO: (H)(W)
EMAIL:
Please check one below:
☐ YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO – I am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
SIGNATURE

DATE_____



February 27, 2020

Dear Residents:

Recently a letter and survey were sent to residents adjacent to the Nantucket Detention Basin. See the chart below for the survey results of converting the turf to a native planting area:

NO. OF RESIDENTS	NO. OF REPLIES	IN SUPPORT	AGAINST
24	11	4	7
PERCENTAGES	46%	17%	29%

The Municipal Services Committee and City Staff is recommending to the City Council on March 23, 2020, to move forward with an engineering agreement for the design of the native planting project for the Nantucket Basin. The engineering agreement includes the following services:

Task 1-Field Reconnaissance-Review of existing conditions, soil review and drainage structure reviews.

Task 2- Natural Area Conversion Design-The results of Task 1 would allow for the groundwork to prepare Natural Area Restoration Conversion Plan.

Task 3-Bid Assistance and Installation Observation

Upon completion of the above study, an additional mailing will be forwarded with a schedule and design. Once the design is finalized, the City will request proposals, followed by a Committee and City Council recommendation to award the project. The proposed funds would be utilized from revenues collected from Storm Water fees. The funds on file, \$80,000, may only be utilized for natural area restorations/conversions. The funds, if not utilized within 10 years, must be returned.

Attached is a copy of the letter dated January 30, 2020, summarizing the proposed project. As always, should you have any questions regarding the proposed project, please contact Daniel Gombac, dgombac@darienil.gov or at 630-353-8106. Thank you for your time in advance.

Sincerely,

Joseph Marchese

Joseph Marchese, Mayor City of Darien

cc: Tom Chlystek, Ward Four
Bryon Vana, City Administrator
Daniel Gombac, Director of Municipal Services
Kristofer Throm, Superintendent of Municipal Services,

City of Darien 1702 Plainfield Road Darien, IL 60561

Office: 630-852-5000 Fax: 630-852-4709 www.darienil.us



7818 NANtroket

Dear Darien Resident:

Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME: Randall and June Arnold
ADDRESS: 822-79th St. Darien
TELEPHONE NO: (H)(W)
EMAIL:
Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
I am not interested in exploring the converting of Nantucket Detention Basin from a assy area to a natural planting area.
SIGNATURE Randall anold
DATE 3-15-2020

Dear Darien Resident:
Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a matural planting area.
NAME: DAN & CARLYNN NEGELE
ADDRESS: 7822 NANTUCKET DR.
TELEPHONE NO: (H) (W)
EMAIL:
Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO – I am not interested in exploring the converting of Nantucket Detention Basin from grassy area to a natural planting area.
SIGNATURE Dan Nessele Carlynn Negele_
DATE 3/13/2020

Dear Darien Resident:
Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area. NAME:
ADDRESS: 7818 Nantucket
TELEPHONE NO: (H) (W)
EMAIL:
Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO -) am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
SIGNATURE Wy Barry
3/14/20

Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME: Staay Slotusinski
ADDRESS: 817 Anderman
TELEPHONE NO: (H) (W)
EMAIL:
Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO – I am not interested in exploring the converting of Nantucket Detention Basin from grassy area to a natural planting area.
SIGNATURE STUM STUM
DATE 3/14/20

Detention Basin from a grassy area to a natural planting area.
NAME: Tony and Mary Ann Ordan
ADDRESS: 818-79th Street, Davien, 1L 60561
<u> </u>
TELEPHONE NO: (H)(W)
EMAIL:
Please check one below.

Please complete the form requesting your interest for exploring the converting of Nantucket

YES - I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.

NO)- I am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.

Please complete the form requesting your interest for exploring the conver	ting of Nantucke
Detention Basin from a grassy area to a natural planting area.	O

NAME:	onge El	MAHAS	SNI		
ADDRESS:_	7821	Del	Court	DARie	
TELEPHON	E NO: (H)		(W)		
EMAIL:					

Please check one below:

Dear Darien Resident:

- YES I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
- NO I am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.

DATE MARZILLA DATE

78/8 Nantucket

Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME: DOROTHY + STANISLAW JOHN
ADDRESS: 7813 DEL CT - DARIEN, IL 60561
TELEPHONE NO: (H) (W)
EMAIL:
Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO I am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
SIGNATURE
DATE 3-14-20

Please return the form within the enclosed envelope by February 14, 2020.

7818 Nantschet

Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME: Dela C
ADDRESS: 780 DOLCT, Davier, 16 COROL
TELEPHONE NO: (H)(W)
EMAIL: Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO - I am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to anatural planting area. SIGNATURE
DATE 3/14/720

Please return the form within the enclosed envelope by February 14, 2020.

Dear	Darien	Resid	en	t

Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME: John + Wanda Sitasz
ADDRESS: 7817 Del 4
TELEPHONE NO: (H)_ (W)
EMAIL:
Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.

NO I am **not** interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.

DATE 3/4/2020

Please complete the form requesting your interest for exploring the converting of Nantucket
Detention Basin from a grassy area to a natural planting area.
NAME: BOBERT & MARCIA RYBA
ADDRESS: \$30 79 th STREET DARIEN 12 60561
TELEPHONE NO: (H)(W)
EMAIL:
Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO I am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
CIONATURE W. ELACI. Rules

January 30, 2020

Dear Darien Resident:

Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.

NAME: Street EMAIL:

YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.

NO – I am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.

alteries Miller

2-13-20

Please return the form within the enclosed envelope by February 14, 2020.

· No clear presentation of design proposal, actual plant schematic, walkuly location, parking needs?, etc ...

No indication this is cost effective.

· Doubt this is a good use of tax dollars.

Potential increase in noise level with walkway.

Very probable increase in unwanted insects and animals.

Lack of privacy with walkway.

Local residents use this area for entertaining, yard games, water slide, children run & play, snow sledding, etc... We are fortunate to live close to Waterfall Glen if someone wants to bok@nature & walk Been here 35 urs 5 the grassy area has Worked just fine for his

Dear Darien Resident:
Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME: DR 2 MR & VENKATARAMAN.
ADDRESS: 78 14 NANTUCKET DRIVE, DORIEM, IL 60561
TELEPHONE NO: (H)
EMAIL: PIVEMENTO NO COMP
Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO JI am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
SIGNATURE 3/14/2020
DATE MARRIN 14, 2020

Dear Darien Resident:

Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME: JOHN CURNINGHAM
ADDRESS: 909 ANDERMANN CN
TELEPHONE NO: (H)(W)
EMAIL:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO - I am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
SIGNATURE
DATE 3/14/20

Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME: Bryintal Tomobil
ADDRESS: 905 faulcomens Lu
TELEPHONE NO: (H)
EMAIL:
Please check one below:
YES - I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO I am not interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
SIGNATURE Bold Tour /160
DATE 14 111 2000
Please return the form within the enclosed envelope by February 14, 2020.

Please complete the form requesting your interest for exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NAME:
ADDRESS: 901 April 2- way
TELEPHONE NO: (H)(W)
EMAIL:
Please check one below:
YES – I am interested in exploring the converting of Nantucket Detention Basin from a grassy area to a natural planting area.
NO I am not interested in exploring the converting of Nantucket Detention Basin from grassy area to a natural planting area.
SIGNATURE
DATE
Please return the form within the enclosed envelope by February 14, 2020.
SAID they would show up at meeting To vote NO
TO VOTE NO



 From:
 Dan Gombac

 To:
 Martin Gorski

 Cc:
 Regina Kokkinis

 Subject:
 RE: Nantucket Drainage

Date: Monday, February 10, 2020 9:06:58 AM

Good morning Martin,

Please see my replies below.

Daniel Gombac Director of Municipal Services 630-353-8106

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Follow the link and subscribing is simple!

http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

----Original Message-----

From: Martin Gorski <m-gorski

Sent: Friday, February 7, 2020 7:14 PM

To: Dan Gombac <dgombac@darienil.gov>

Subject: Nantucket Drainage

Dan, simple question. Will this increase or decrease the drainage availability (or have no impact).

No Impact

Unfortunately we have seen weather extremes beyond normal in recent years. Some call it climate change.

We need to be careful in allowing for adequate drainage.

Drainage will not be impacted

Martin Gorski

Sent from my iPhone

From: <u>Trish Miller</u>
To: <u>Mary Ann Jordan</u>

Cc: Dan Gombac; Bill Barry; randy arnold@ dnegele@ t; sns5287@

<u>birgitdevae</u>; <u>johnsitasz</u>; <u>marbo70</u>; <u>Joe Miller</u>; <u>Venkat Vij</u>

johncunningham; dlynch@cbbel.com; Joe Marchese; Ihomas Chlystek; Tom Belczak; Regina Kokkinis;

Kris Throm; Bryon Vana

Subject:Re: Nantucket Detention Basin-Update 1Date:Wednesday, March 25, 2020 12:26:27 PM

Dan--

Updated & will restate some of our objections for the Nantucket basin proposal;

- No indication this is cost effective.
- Doubt this is a good use of money and feel somewhere else in Darien could benefit from an environmental & visual plan.
- Potential increase in noise level with a walkway.
- Lack of privacy & noise level in my backyard if people/schools are encouraged to come see this area (stated in original letter).
- Lack of privacy in my backyard--- strangers can walk in front of our house and in the back of our house. We have no place to sit outdoors for privacy.
- Increase in unwanted insects and rodents/animals.
- Local residents use this area for entertaining, yard games, water slide, children run & play, snow sledding, etc.... This area is not used instead of a park-- obviously a park offers a completely different experience.
- We are fortunate to live close to Waterfall Glen if someone wants a walk and look at nature.
- No clear presentation of design proposal, actual plant schematic, walkway location, parking needs?, etc.... After the initial survey was returned, Daniel Gomac suggested I look at the basin at 67th & Richmond to get an idea of what the finished basin would look like. I did go look and did not find it attractive at all, in fact was quite unattractive with standing water. I would hate to look out my house and see that everyday. Maybe some of the unattractiveness is because it is winter but we would still need to look at this at least 6 months out of the year!!
- Purchased this home with this area (as is now) as a major selling point.
- Have lived here x 35 years and the grassy area has worked just fine for us!!

Hopefully, this quarantine time will end soon and can obtain any thoughts from the remaining neighbors. Fortunately more than half the neighbors were contacted. Appreciate this task committee considering the homeowners concerns. Please consider alternatives such as nothing, mow the basin less frequently or if too wet, wait a week.

Joe & Trish Miller 826 W. 79th Street

On Wed, Mar 25, 2020 at 10:47 AM Mary Ann Jordan < maryann.jordan wrote:

Dear Dan,

Here are some of the objections that we have:

- Pedestrian traffic thru our yards for access to the basin from the community at large.
- Breeding places for mosquitoes and other insects.
- Hiding places and attraction for wild animals such as skunks, raccoons, coyote, opossums etc.
- Noise and invasion of privacy to our back yards.
- Not public land and was never intended to be. Not a park.

The homeowners who back onto this basin use this basin to: fly kites, play baseball, practice golf, horseshoes, parties (reunion's and birthdays), snow sledding, children run and play, yard games, etc. There are many additional activities that people enjoy.

The homeowners who back onto this detention basin paid an additional premium for the lot. It was the promise that it would not be anything else but a detention basin from the outset.

Lastly, there is no need to address our oppositional points as we truly enjoy what we have and want it to stay as is. Move along with your other projects and leave well enough alone please. Thank you.

Mary Ann and Tony Jordan

```
From: Dan Gombac [mailto:dgombac@darienil.gov] Sent: Wednesday, March 25, 2020 10:07 AM
```

 To: Bill Barry; randy arnold
 t; dnegele@s
 ; sns5287@y
 ;

 birgitdevae@
 ; johnsitasz@
 ; marbo70
 ; trishcmiller

 miller6pak@
 ; Venkat Viji; Johncunningham@
 ; maryann.jordan8

dlynch@cbbel.com

Cc: Joe Marchese; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana

Subject: RE: Nantucket Detention Basin-Update 1

Good morning All,

As a follow up, the Nantucket Basin Engineering agenda memo is tentatively scheduled to be discussed at the City Council meeting scheduled for April 20, 2020. Should the date change, we will inform those on the current e-mail chain. While we understand that 14/24 of the adjacent residents recently petitioned, "No" to the Nantucket Conversion, we would like to inquire as to why residents are not in favor of the project. We are requesting comments from all opposed in order to have the opportunities to address them.

Sincerely,

Dan L,

Are there projects that could be forwarded that your division has engineered and managed? If requested could a Native Specialist from your staff be available for the April 20th City Council meeting, pending the current crisis?

Daniel Gombac

Director of Municipal Services

630-353-8106

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Bill Barry < bbarry > Sent: Friday, March 20, 2020 1:45 PM
To: Dan Gombac < dgombac@darienil.gov >

Cc: randy_arnold@ ; dnegele@ sns5287@

<u>birgitdevae@g</u>; <u>johnsitasz</u>; <u>marbo70@</u>; <u>trishcmiller</u>; <u>miller6pak</u>

Venkat Viji < <u>MVenkatara@</u> >; <u>johncunningham</u>;

maryann.jordan8@

Subject: Nantucket Detention Basin

Hi Dan,

Per our conversation, I have attached the fourteen (14) forms I was able to obtain before the active distancing program. The others were not at home. I did have one (1) resident who didn't care either way. and another who didn't want to fill out the form but will show at the meeting with their NO vote. Every other house I spoke with is against changing the current situation. Another two are/were on vacation but the neighbors say they will be no as they use the basin. (hitting golf balls) At least two (2) of these NO votes were previously registered as yes votes. I asked them to look at the properties you gave me at 67th and Richmond, high street and the new development on Manning, to which they returned the NO vote back to me. Most all of us moved here because of the basin and some of the original property owners paid a premium for these lots.

I did get to meet many neighbors that I did not know. I was surprised by how many young children live around the basin. They have very young children that they want to be able to use the basin, like we did, to play baseball, catch footballs play soccer, etc.

Almost everyone mentioned that the village does not need to cut the grass every week. Waiting for it to dry out would be much better than the muddy tracks and getting your tractors stuck.

In your letter, you mentioned that the meeting was taking place on March 23rd, but you told me on the phone it was the following week (March 30th). Please confirm to everyone copied on this email.

Thank you for your consideration.

Best Regards,

Bill Barry

From: Mary Ann Jordan
To: Thomas Chlystek

Cc: "Bill Barry"; randy arnold t; dnegele@ t; sns5287@; birgitdevae@

johnsitasz@c ; marbo/U@ net; trishcmiller@ ; miller6pak@ ; "Venkat Viji"; johncunningham@ ; maryann.jordar ; dlynch@cbbel.com; Joe Marchese; Ihomas Chlystek;

Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana

Subject: RE: Nantucket Detention Basin-Update 1

Date: Wednesday, March 25, 2020 12:29:39 PM

Dear Mr. Chlystek,

I would thank you to address all your correspondence to the entire group. Thank you!

Neighbors - here is a correspondence from our alderman.

Mary Ann and Tony Jordan

----Original Message-----

From: Thomas Chlystek [mailto:TChlystek@darienil.gov]

Sent: Wednesday, March 25, 2020 11:40 AM

To: Mary Ann Jordan Cc: Dan Gombac

Subject: Re: Nantucket Detention Basin-Update 1

Hi Mary Thanks for reaching out.

Please find some of my comments I have shared with other residents with regards to the park.

The residents I spoke to don't necessarily live next to the place but pay taxes to maintain it since it is a public place. There is a park on the other side of my house and residents blocks away come and use it. Since it is a public park and they pay taxes to it there input is heard as well. I also asked residents if they use that the area and most said no.

Same way as you have input for example to a Cannabis Dispensary in town even though you don't live next to it. You live in Darien and pay taxes so you have input.

I hope it explains my view that I can't only consider the opinion of just a few residents but rather everyone in the ward.

Most residents say that if it lowers costs, and less mosquitoes (I always get emails on this in the summer, and concerns about spreading Zika virus) then there for it. Since only a few people benefit like you said from keeping it as is, but all of Darien pays to maintain it. So all residents have input.

Plus there is a big push in general to be more ecological friendly from residents, especially native plants that brings bees back along with the butterflies.

Darien has many public parks for barbecues, golf, and baseball. So I don't see that as necessary as a concern as you mentioned.

Attached is a picture I took yesterday, and as you can see there is standing

water and a big mud pit currently out there. Not the most appealing thing to look at, and of course a liability the City is responsible to maintain. So I only see a benefit for all by improving this land into its natural habitat. As you said the natural habitat got you to buy a house in the area. This makes it even better, and improves our town as a whole.

[Image.jpeg]

Feel free anytime to give me call if you want to discuss more. 708-505-9257
tel:708-505-9257>.

Tom

Alderman Tom Chlystek 4th Ward tchlystek@darienil.gov 708-505-9257

Subject: RE: Nantucket Detention Basin-Update 1

Dear Dan,

Here are some of the objections that we have:

- . Pedestrian traffic thru our yards for access to the basin from the community at large.
- . Breeding places for mosquitoes and other insects.
- . Hiding places and attraction for wild animals such as skunks, raccoons, coyote, opossums etc.
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Mary Ann and Tony Jordan

From: Dan Gombac [mailto:dgombac@darienil.gov] Sent: Wednesday, March 25, 2020 10:07 AM To: Bill Barry; randy_arnold dnegele@ sns5287@ ; johnsitasz@ ; birgitdevae ; trishcmiller marbo70 ; miller6pak : Venkat Viji; johncunningham@1 ; maryann.jordan8 ; dlynch@cbbel.com Cc: Joe Marchese; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana Subject: RE: Nantucket Detention Basin-Update 1

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From: Bill Barry
bbarry

Sent: Friday, March 20, 2020 1:45 PM To: Dan Gombac <dgombac@darienil.gov>

Cc: randy_arnold@ t; dnegele@ ; sns5287@ birgitdevae@ ; johnsitasz@ ; marbo70@

trishcmiller@; miller6pak; Venkat Viji

<MVenkatara</pre> >; johncunningham@ ; maryann.jordan

Subject: Nantucket Detention Basin

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Bill Barry

From: Mary Ann Jordan

To: "Trish Miller"; Dan Gombac; Thomas Chlystek

"Bill Barry"; randy arnold@ Cc: ; dnegele@ birgitdevae@

; <u>marbo/0@</u> Venkat Viji"; johncunnin

johnsitasz@; marbo/0@; "Joe Miller"; "Venkat Viji"; johncunningham ; dlynch@cbbel.com; Joe Marchese; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana

Subject: RE: Nantucket Detention Basin-Update 1 Date: Wednesday, March 25, 2020 12:37:47 PM

Thank you Trish for your email! Please see the email that was sent directly to Tony and I from our alderman (I forwarded it to all).

Seems like the alderman is getting the entire community of Darien involved in this situation from his point of view. Not good at all.

Dan Gombac and Thomas Chlystek: This is VERY upsetting to me as my husband and I have taken great strides to making our backyard one we can enjoy in peace and quiet in these our older years. To have you go round and round about this and not respect our feelings and privacy especially at this very difficult time is unconscionable! I am going back to sewing masks for first responders instead of getting upset with these emails that waste the precious time I could be using to help people!

Back off!!!!!!!

Mary Ann Jordan

From: Trish Miller [mailto:trishcmiller@gmail.com] **Sent:** Wednesday, March 25, 2020 12:26 PM

To: Mary Ann Jordan

Cc: Dan Gombac; Bill Barry; randy_arnold@ : dnegele@ sns5287@ birgitdevae@ ; johnsitasz@ ; marbo / 0@ ; Joe Miller; Venkat Viji; ; dlynch@cbbel.com; Joe Marchese; Thomas Chlystek; Tom Belczak; Regina johncunningham@

Kokkinis; Kris Throm; Bryon Vana

Subject: Re: Nantucket Detention Basin-Update 1

Dan--

Updated & will restate some of our objections for the Nantucket basin proposal;

- No indication this is cost effective.
- Doubt this is a good use of money and feel somewhere else in Darien could benefit from an environmental & visual plan.
- Potential increase in noise level with a walkway.
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Mary Ann and Tony Jordan

From: Dan Gombac [mailto:dgombac@darienil.gov]

Sent: Wednesday, March 25, 2020 10:07 AM

To: Bill Barry; randy arnold@ dnegele@; ; sns5287@

<u>birgitdevae@</u>; <u>johnsitasz</u>; <u>marbo/0@</u>; <u>marbo/0@</u>; <u>trishcmiller@</u>; <u>maryann.jordar</u>

dlynch@cbbel.com

Cc: Joe Marchese; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana

Subject: RE: Nantucket Detention Basin-Update 1

Good morning All,

As a follow up, the Nantucket Basin Engineering agenda memo is tentatively scheduled to be discussed at the City Council meeting scheduled for April 20, 2020. Should the date change, we will inform those on the current e-mail chain. While we understand that 14/24 of the adjacent residents recently petitioned, "No" to the Nantucket Conversion, we would like to inquire as to why residents are not in favor of the project. We are requesting comments from all opposed in order to have the opportunities to address them.

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Dan L,

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Daniel Gombac

Director of Municipal Services

630-353-8106

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From: Bill Barry < bbarry2545 > Sent: Friday, March 20, 2020 1:45 PM

To: Dan Gombac < dgombac@darienil.gov>

cc: randy_arnold@; dnegele@; sns5287@

birgitdevae@; johnsitasz; marbo70@ t; trishcmiller@

miller6pak@ ; Venkat Viji < <u>MVenkatara</u> >; <u>johncunningham</u> maryann.jordan

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To: <u>Mary Ann Jordan</u>

Cc: Joe Marchese; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana; "Bill Barry";

andy arnold@ ; birgitdevae@ ; birgitdevae@

johnsitasz@; marbo70@; trishcmiller; miller6pak@; "Venkat Viji";

johncunningham@ ; dlynch@cbbel.com

Subject:RE: Nantucket Detention Basin-Update 2Date:Wednesday, March 25, 2020 3:39:42 PM

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dlynch@cbbel.com

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To: <u>Stacy Slotwinski</u>

Cc: <u>Dan Gombac; Joe Marchese; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana; Bill</u>

; <u>dnegele@</u>; <u>birgitdevae@</u>; <u>johnsitasz@</u>

; trishcmiller@; miller6pak@; Venkat Viji;

johncunningname ; dlynch@cbbel.

Subject: Re: Nantucket Detention Basin-Update 2

Date: Thursday, March 26, 2020 8:13:05 AM

Stacy, Thank you! My sentiments exactly. They can take their plan and use it west down 79th street in the land adjacent to the park. Or, divide the money up and give a tax rebate/credit to the citizens. The issue is moot as far as we are concerned. The majority voted no. Case closed.

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From: marbo70@comcast.net

To: <u>Stacy Slotwinski</u>; <u>Mary Ann Jordan</u>

Cc: Dan Gombac; Joe Marchese; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana; Bill

Barry; randy_arnold@ t; dnegele@ birgitdevae@ ; johnsitasz@

trishcmiller@ ; miller6pak@ ; Venkat Viji; johncunningham@ ; dlynch@cbbel.com

Subject: Re: Nantucket Detention Basin-Update 2

Date: Thursday, March 26, 2020 8:34:13 AM

We agree. The majority ruled and there should be no further discussion.

Bob & Marcia Ryba

Sent from XFINITY Connect App

----- Original Message -----

From: Mary Ann Jordan To: Stacy Slotwinski

Cc: Dan Gombac, Joe Marchese, Thomas Chlystek, Tom Belczak, Regina Kokkinis, Kris

Throm, Bryon Vana, Bill Barry, randy_arnold@ dnegele@

birgitdevae@, johnsitasz@, marbo70

trishcmiller , miller6pak@ , Venkat Viji, johncunningham@

dlynch@cbbel.com

Sent: March 26, 2020 at 8:20 AM

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johnsitasz@; marbo70@; trishcmiller@; miller6pak@; Venkat Vij

johncunningham@; Stacy Slotwinski

Cc: Regina Kokkinis; Joe Marchese; Ted schauer; Bryon Vana; Tom Belczak; Thomas Chlystek; Kris Throm

Subject: RE: Nantucket Detention Basin-Update 3

Date: Thursday, March 26, 2020 10:07:44 AM

Good morning All,

As a clarification, the Nantucket basin falls under Ward One, Ted Schauer. The basin fronts Nantucket and is under Ward 4, Tom Chlystek. Residents that back up to the basin are within Ward One. Please note, Ted Schauer is being forwarded with all correspondence.

As a reminder, this item is tentatively scheduled for the April 20, 2020, City Council Meeting. The City Staff will present the recent e-mails regarding the basin.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

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From: Stacy Slotwinski <sns5287@ >
Sent: Thursday, March 26, 2020 7:38 AM
To: Dan Gombac <dgombac@darienil.gov>

dlynch@cbbel.com

Subject: Re: Nantucket Detention Basin-Update 2

I don't even understand why this is still a pending project. The majority voted no! It's as simple as that.

Stacy and Mike Slotwinski

Mary Ann,

I wanted to take an opportunity to address your comments. Thank you for the inquiries.

Sincerely,

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From: Mary Ann Jordan < maryann.jordan8@ **Sent:** Wednesday, March 25, 2020 10:48 AM To: Dan Gombac < dgombac@darienil.gov>; 'Bill Barry' < bbarry2545@darienil.gov>; 'Bill Barry' < bbarry2545@darienil.gov> randy arnold@ ; dnegele@s ; sns5287@ birgitdevae@ ; johnsitasz@ ; marbo70@ ; 'Venkat Viji' trishcmiller@ ; miller6pak@ <MVenkatara@ >; johncunningham ; dlynch@cbbel.com **Cc:** Joe Marchese < <u>imarchese@darienil.gov</u>>; Thomas Chlystek <<u>TChlystek@darienil.gov</u>>; Tom Belczak <<u>tbelczak@darienil.gov</u>>; Regina Kokkinis <<u>rkokkinis@darienil.gov</u>>; Kris Throm <<u>kthrom@darienil.gov</u>>; Bryon Vana <<u>bvana@darienil.go</u>v>

Subject: RE: Nantucket Detention Basin-Update 1

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Sent: Wednesday, March 25, 2020 10:07 AM

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Cc: Mary Ann Jordan; randy arnold@ t; dnegele ; birgitdevae@

johnsitasz@ ; marbo70@c ; trishcmiller ; miller6pak@ ; Venkat Viji; johncunningham@ ; Stacy Slotwinski; Regina Kokkinis; Joe Marchese; Ted schauer; Bryon Vana; Tom

Belczak; Thomas Chlystek; Kris Throm Re: Nantucket Detention Basin-Update 3 Thursday, March 26, 2020 11:46:29 AM

Hi Dan.

Subject:

Date:

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From: Stacy Slotwinski <sns5287@ 2020="" 26,="" 7:38="" <dgombac@darienil.gov="" am="" dan="" gombac="" march="" sent:="" thursday,="" to:=""> Cc: Mary Ann Jordan <maryann.jordan8@>; Joe Marchese <jmarchese@darienil.gov>; Thomas Chlystek <tchlystek@darienil.gov>; Tom Belczak <tbelczak@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>; Bryon Vana To: Dan Gombac <dgombac@darienil.gov> <b< td=""><td>!;</td></b<></dgombac@darienil.gov></kthrom@darienil.gov></rkokkinis@darienil.gov></tbelczak@darienil.gov></tchlystek@darienil.gov></jmarchese@darienil.gov></maryann.jordan8@></sns5287@>	! ;
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<u>marbo70@</u>; <u>trishcmiller@</u>; <u>miller6pak@</u>; Venkat Viji;

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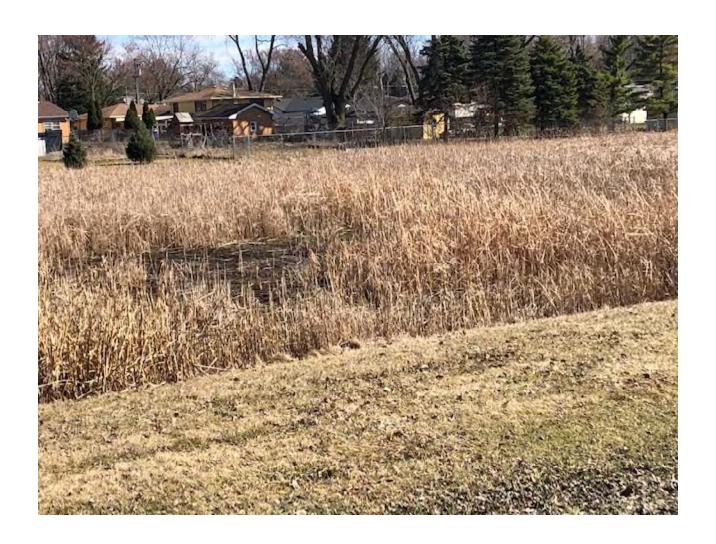
Thank you for your consideration.

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Belczak; Thomas Chlystek; Kris Throm

PE: Nantucket Detention Basin Undate:

Subject: RE: Nantucket Detention Basin-Update 3

Date: Thursday, March 26, 2020 11:58:16 AM

Hi Bill,

Please see below.

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<br

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Almost everyone mentioned that the village does not need to cut the grass every week. Waiting for it to dry out would be much better than the muddy tracks and getting your tractors stuck.

In your letter, you mentioned that the meeting was taking place on March 23rd, but you told me on the phone it was the following week (March 30th). Please confirm to everyone copied on this email.

Thank you for your consideration. Best Regards, Bill Barry From: **Bill Barry** To: Dan Gombac

Mary Ann Jordan; randy arnolo Cc: birgitdevaed dneael

iohnsitasz@ marbo70 trishcmill miller6pak@ Venkat Viji; johncunningham@ Stacy

Kris Throm Belczak; Thomas Chlystek; Subject: Re: Nantucket Detention Basin-Update 3 Date: Thursday, March 26, 2020 12:03:44 PM

Pictures are from 67th and Richmond and 67th and High street. The projects you recommended we compare.

On Thu, Mar 26, 2020 at 11:58 AM Dan Gombac dgombac@darienil.gov> wrote:

Hi Bill,

Please see below.

Daniel Gombac

Director of Municipal Services

630-353-8106

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; birgitdevae

From: Bill Barry < bbarry 2545@ **Sent:** Thursday, March 26, 2020 11:46 AM To: Dan Gombac < dgombac@darienil.gov >

Cc: Mary Ann Jordan < maryann.jordan8@ >; randy_arnold@

Venkat Viji < MVenkatara@ trishcmiller@ ; miller6pak@

; johnsitasz@

marbo70@

; Stacy Slotwinski <<u>sns5287@</u> johncunningham@ >; Regina Kokkinis

<<u>rkokkinis@darienil.gov</u>>; Joe Marchese <<u>imarchese@darienil.gov</u>>; Ted schauer

<tschauer@darienil.gov>; Bryon Vana
bvana@darienil.gov>; Tom Belczak

<tbelczak@darienil.gov>; Thomas Chlystek <TChlystek@darienil.gov>; Kris Throm

< kthrom@darienil.gov>

dnegele@

Subject: Re: Nantucket Detention Basin-Update 3

Hi Dan,
According to the ward maps on the website, all the homes on the west side of Nantucket Drive are in Ward one.
and the east side is ward 4.
Correct
The letters that asked us to vote were only sent to the 24 homes surrounding the basin. No letters were sent to the homes on the Eastside.
Correct and Ted Schauer should have been copied
The city presented it's initial finding and counted all the unresponsive homes as yes, 4 positives, which at least 2 are now NO and 7 additional NO. We have, SO FAR, 14 signed NO's. I will be getting more.
Acknowledged and will be forwarded to the City Council as Additional Information Update
Is ward 4 looking to do the same "project" with the Portsmouth basin?
No
Let them put it in Mr. Chlystek's backyard. I have attached some pictures of the other projects. We do not want this unattractive eyesore in our backyards.
Not sure where the pictures are from

Bill Barry
7818 Nantucket
On Thu, Mar 26, 2020 at 10:07 AM Dan Gombac < <u>dgombac@darienil.gov</u> > wrote:
Good morning All,
As a clarification, the Nantucket basin falls under Ward One, Ted Schauer. The basin fronts Nantucket and is under Ward 4, Tom Chlystek. Residents that back up to the basin are within Ward One. Please note, Ted Schauer is being forwarded with all correspondence.
As a reminder, this item is tentatively scheduled for the April 20, 2020, City Council Meeting. The City Staff will present the recent e-mails regarding the basin.
Sincerely,
Daniel Gombac Director of Municipal Services
Director of Municipal Services
630-353-8106
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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx
From: Stacy Slotwinski < <u>sns5287</u> >

Sent: Thursday, March 26, 2020 7:38 AM To: Dan Gombac < dgombac@darienil.gov > Cc: Mary Ann Jordan < maryann.jordan8@ >; Joe Marchese <imarchese@darienil.gov>; Thomas Chlystek < TChlystek@darienil.gov>; Tom Belczak <tbelczak@darienil.gov>; Regina Kokkinis <<u>rkokkinis@darienil.gov</u>>; Kris Throm kthrom@darienil.gov>; Bill Barry
bbarry2545@ >; randy arnold dnegele@ birgitdevae@ ; johnsitasz@gmail.com; marbo70@ trishcmiller@ ; miller6pak@ ; Venkat Viji <<u>MVenkatara</u> ; <u>dlynch@cbbel.com</u> johncunningham **Subject:** Re: Nantucket Detention Basin-Update 2 I don't even understand why this is still a pending project. The majority voted no! It's as simple as that. Stacy and Mike Slotwinski On Mar 25, 2020, at 3:40 PM, Dan Gombac < dgombac@darienil.gov > wrote: Mary Ann, I wanted to take an opportunity to address your comments. Thank you for the inquiries. Sincerely, Daniel Gombac Director of Municipal Services 630-353-8106 To receive important information from the City of Darien sign up for our electronic newsletter:

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```
From: Mary Ann Jordan < maryann.jordan8@
Sent: Wednesday, March 25, 2020 10:48 AM
To: Dan Gombac < dgombac@darienil.gov >; 'Bill Barry' < bbarry2545@
randy arnold@
                             ; dnegele@
                                                       sns5287@
birgitdevae@
                        ; johnsitasz@
                                                 ; <u>marbo70</u>
                        ; miller6pak@
                                                    ; 'Venkat Viji'
trishcmiller@
<MVenkatara@
                        >; johncunningham@l
                                                       ; <u>dlynch@cbbel.com</u>
Cc: Joe Marchese < <u>imarchese@darienil.gov</u>>; Thomas Chlystek
<<u>TChlystek@darienil.gov</u>>; Tom Belczak <<u>tbelczak@darienil.gov</u>>; Regina Kokkinis
<<u>rkokkinis@darienil.gov</u>>; Kris Throm <<u>kthrom@darienil.gov</u>>; Bryon Vana
<br/>
<br/>
bvana@darienil.gov>
Subject: RE: Nantucket Detention Basin-Update 1
```

Dear Dan,

Here are some of the objections that we have:

• Pedestrian traffic thru our yards for access to the basin from the community at large.

The area has only one access from Nantucket Drive. We do not see where the community at large will be flocking to the detention basin.

• Breeding places for mosquitoes and other insects.

The mosquito concern is currently treated through Clarke Environmental. Pending soil conditions review, there are plantings available that have the ability to reduce the larvae population, thereby diminishing or maintain the mosquito levels. Our consultant will forward additional info. Adding to the current ponding is that many residences currently have sump pump drain lines discharging to the basin and exacerbate saturation/ponding, thus creating mosquito breeding opportunities.

• Hiding places and attraction for wild animals such as skunks, raccoons, coyote, opossums etc.

Certain animals such as skunks and raccoons live in dark spaces such as under homes/patios, dead trees and forested areas. Such animals also thrive for food opportunities such as garbage.

While there may be wildlife, that may be attracted to the area, it would be short-lived unless a source of food (garbage) was identified to encourage habitants.

Noise and invasion of privacy to our back yards.

Please expound on invasion /privacy to the back yards. The native area would only be impacted at the bottom of the basin. The sloped areas would have all existing sump discharges routed to the bottom area. A walking path would be established within the flat bottom area within the native planting area.

• Not public land and was never intended to be. Not a park.

While it is not a park, it is City owned and maintained.

The homeowners who back onto this basin use this basin to: fly kites, play baseball, practice golf, horseshoes, parties (reunion's and birthdays), snow sledding, children run and play, yard games, etc. There are many additional activities that people enjoy.

Your statement contradicts the sentence prior.

The homeowners who back onto this detention basin paid an additional premium for the lot. It was the promise that it would not be anything else but a detention basin from the outset.

The area will remain as detention basin. The City is being proactive in promoting native planting areas such as for our environment and ecological system.

Lastly, there is no need to address our oppositional points as we truly enjoy what we have and want it to stay as is. Move along with your other projects and leave well enough alone please. Thank you.

Mary Ann and Tony Jordan

From: Dan Gombac [mailto:dgombac@darienil.gov]

Sent: Wednesday, March 25, 2020 10:07 AM

To: Bill Barry; randy arnold@ dnegele@

sns5287@; birgitdevae@; johnsitasz@

<u>marbo70@</u> ; <u>trishcmiller@</u> ; <u>Venkat Viji</u>;

johncunningham@; maryann.jordan8@; dlynch@cbbel.com; dlynch@cbbel.com; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm;

Bryon Vana

Subject: RE: Nantucket Detention Basin-Update 1

Good morning All,

As a follow up, the Nantucket Basin Engineering agenda memo is tentatively scheduled to be discussed at the City Council meeting scheduled for April 20, 2020. Should the date change, we will inform those on the current e-mail chain. While we understand that 14/24 of the adjacent residents recently petitioned, "No" to the Nantucket Conversion, we would like to inquire as to why residents are not in favor of the project. We are requesting comments from all opposed in order to have the opportunities to address them.

Sincerely,

Dan L,

Are there projects that could be forwarded that your division has engineered and managed? If requested could a Native Specialist from your staff be available for the April 20th City Council meeting, pending the current crisis?

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Director of Municipal Services

630-353-8106

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From: Bill Barry < bbarry 2545@ Sent: Friday, March 20, 2020 1:45 PM To: Dan Gombac < dgombac@darienil.gov > Cc: randy arnold@ ; dnegele@ ; sns5287@ ; marbo70@ birgitdevae ; <u>iohnsitasz</u> trishcmiller@ ; miller6pak@ Venkat Viji <MVenkatara@ >; johncunningham@ maryann.jordan8@ **Subject:** Nantucket Detention Basin

Hi Dan,

Per our conversation, I have attached the fourteen (14) forms I was able to obtain before the active distancing program. The others were not at home. I did have one (1) resident who didn't care either way. and another who didn't want to fill out the form but will show at the meeting with their NO vote. Every other house I spoke with is against changing the current situation. Another two are/were on vacation but the neighbors say they will be no as they use the basin. (hitting golf balls) At least two (2) of these NO votes were previously registered as yes votes. I asked them to look at the properties you gave me at 67th and Richmond, high street and the new development on Manning, to which they returned the NO vote back to me. Most all of us moved here because of the basin and some of the original property owners paid a premium for these lots.

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Thank you for your consideration.

Best Regards,

Bill Barry

From: <u>Mvenkatara</u>
To: <u>Dan Gombac</u>

Cc: maryann.jordan8@ ; bbarry2545 ; randy arnold ; dnegele@

birgitdevae ; johnsitasz@ marbo70@ ; miller6pak@

johncunningham@; sns5287@; Regina Kokkinis; Joe Marchese; Ted schauer; Bryon Vana

Tom Belczak; Thomas Chlystek; Kris Throm Re: Nantucket Detention Basin-Update 3 Thursday, March 26, 2020 9:17:46 PM

March 26, 2020,

Subject:

Date:

Dear Mr. Gombac,

As most of the residents around the Nantucket Basin have expressed their dissatisfaction regarding the proposed changes, we also strongly object any changes to be made. We have lived here for more than forty years and have paid extra for this lot based on its location. We prefer it to remain as it is.

Sincerely,

Dr. M. Venkataraman and Mrs. Viji Venkataraman

----Original Message-----From: Trish Miller <trishcmiller@ To: Dan Gombac <dgombac@darienil.gov> Cc: Mary Ann Jordan <maryann.jordan8@ >; Bill Barry

bbarry2545@ randy_arnold@ dnegele@s birgitdevae@ johnsitasz@ ; marbo70@ miller6pak@ ; Venkat Viji <MVenkatara@ ; johncunningham@l >; Stacy Slotwinski <sns5287@ >; Regina Kokkinis <rkokkinis@darienil.gov>; Joe Marchese <jmarchese@darienil.gov>; Ted schauer <tschauer@darienil.gov>; Bryon Vana <bvana@darienil.gov>; Tom Belczak <tbelczak@darienil.gov>; Thomas Chlystek <TChlystek@darienil.gov>; Kris Throm <kthrom@darienil.gov> Sent: Thu, Mar 26, 2020 10:21 am Subject: Re: Nantucket Detention Basin-Update 3

Thank you Dan. Trish Miller

Sent from my iPhone

On Mar 26, 2020, at 10:07 AM, Dan Gombac <dgombac@darienil.gov> wrote:

Good morning All,

As a clarification, the Nantucket basin falls under Ward One, Ted Schauer. The basin fronts Nantucket and is under Ward 4, Tom Chlystek. Residents that back up to the basin are within Ward One. Please note, Ted Schauer is being forwarded with all correspondence.

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barry2545@ ; randy arnold@ dnegele@ ; birgitdevae ; johnsitasz@ marbo70 ; miller6pak@ ; Venkat Viji <MVenkatara trishcmiller@ johncunningham@ ; dlynch@cbbel.com Subject: Re: Nantucket Detention Basin-Update 2

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Sent: Wednesday, March 25, 2020 10:48 AM
To: Dan Gombac <<u>dgombac@darienil.gov</u>>; 'Bill Barry' <<u>bbarry2545@</u>
                          ; dnegele@
                                                 ; sns5287@
randy arnold@
birgitdevae@
                      ; johnsitasz@
                                              ; marbo70@
                       ; miller6pak@
trishcmiller@
                                                 ; 'Venkat Viji'
<MVenkatara
                      >; johncunningham@
                                                    : dlvnch@cbbel.com
Cc: Joe Marchese < imarchese @ darienil.gov >; Thomas Chlystek
<TChlystek@darienil.gov>; Tom Belczak <tbelczak@darienil.gov>; Regina Kokkinis
<<u>rkokkinis@darienil.gov</u>>; Kris Throm <<u>kthrom@darienil.gov</u>>; Bryon Vana
```

Subject: RE: Nantucket Detention Basin-Update 1

Dear Dan.

bvana@darienil.gov>

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The area has only one access from Nantucket Drive. We do not see where the community at large will be flocking to the detention basin.

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To: Bill Barry; randy arnold ; dnegele ; sns5287@

birgitdevae@ johnsitasz@ ; marbo70@ trishcmiller@

miller6pak@ ; Venkat Viji; johncunningham@l maryann.jordan8

dlynch@cbbel.com
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Cc: Joe Marchese; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana Subject: RE: Nantucket Detention Basin-Update 1

Good morning All,

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Daniel Gombac

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From: Bill Barry < bbarry 2545@ > Sent: Friday, March 20, 2020 1:45 PM

To: Dan Gombac < dgombac@darienil.gov >

Cc: randy_arnold@ ; dnegele@ sns5287@ birgitdevae@ ; johnsitasz ; marbo70@ ;

trishcmiller@; miller6pak@; Venkat Viji

<<u>MVenkatara@</u> >; johncunningham@ ; maryann.jordan8@

Subject: Nantucket Detention Basin

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Thank you for your consideration.

Best Regards,

Bill Barry

To:

Myenkatara: Mary Ann Jordan: Bill Barry: randy

Cc: Dan Gom gina Kokkinis: Bryo

Subject: Re: Nantucket Detention Basin-Update 3 Friday, March 27, 2020 12:35:56 PM

This is a message I received from Ward 4 Alderman, Tom Chlystek: My comments below

Thomas Chlystek

Thu, Mar 26, 9:56 PM (13 hours ago)



to me



Hi Bill.

Thanks for reaching out. I sent a few emails out to various groups and most would enjoy a prairie to visit.

What various groups and who cares what they think about our backyards. The city purposely sent a petition to 24 residents around the basin only and we have the majority of NO's. If I send a petition out to our group to have this in your ward, I bet everyone would say yes too. You are confusing the facts with the marketing.

Especially if it helps bring butterflies and nature back. look at the pictures, I took the pictures. I'm thinking more like Mice, Rodents, and mosquitos with standing water and algae that is prevalent in all examples of similar landscapes, not butterflies and bees. Look closely at the pictures for the standing water, I represent the whole ward and everyone pays taxes to maintain it, so a few residents mentioned like you said only a few use it but all pay into it. Why are you not putting this in to effect in your ward? You have plenty of opportunities on Portsmouth Drive and also on Wittington Court. Other residents told me they pay for it so they would like to use it as well, and wildflowers would be great to see as you walk by. What residents? You will not be able to see anything by walking by. Do you think residents even know what you are talking about? Look at the pictures, you want to walk through these fields?

I currently have plants and wildflowers and people who visit the park behind my house. People travel blocks to use it and pay property taxes. So I believe they have a fair say as well, and not only 7 houses around it. So do it in your ward and leave ours alone. Send a letter to the residents around the Portsmouth Park and the Wittington Court, I'll bet they vote NO. Do you live on the park? I didn't see any pictures of your backyard included.

I stopped by the and took a picture of the basin and to me you have a big mud put, and in my opinion the pictures you provided look better than the one I took. The basin is so bad Darien has to put warning saw horse to protect the residents who could potentially get hurt. In the pictures you provided I didn't see any safety warnings. I also noticed the sidewalk is washed over creating a safety hazard. Having this addressed definitely would improve safety for seniors on the sidewalks, and people using strollers.

You really should do your homework before you speak. The area you reference was just excavated by the city. Yes, it is a bad job of sloping the landscape to the drain, The sawhorse is there because the crew left a pile of excavation. (I'm assuming to fill a void, let it settle and Hopefully would come back and smooth it and seed it this spring.) The sidewalk is washed over because the excavating crew did not clean up very well and it is a liability to the city. This excavating was the only work in the basin that the city has done in my 20 years of living here. They don't do any landscaping other than cutting the grass. The areas of puddles and standing water are areas where the mowers have gotten stuck and needed to be towed out and the ruts were never filled in. Cutting the lawn after a heavy rainfall is not smart. The basin fills up (see picture) and would need to dry out before cutting. You're so misinformed. Just worry about your ward and stay away from ours.

Ted where are you?

[Image.jpeg]

Thanks again for reaching out. If you have any additional questions please feel free to reach out.

Alderman Tom Chlystek 4th Ward tchlystek@darienil.gov 708-505-9257

On Thu, Mar 26, 2020 at 9:17 PM Mvenkatara < mvenkatara@ March 26, 2020. Dear Mr. Gombac,

As most of the residents around the Nantucket Basin have expressed their dissatisfaction regarding the proposed changes, we also strongly object any changes to be made. We have lived here for more than forty years and have paid extra for this lot based on its location. We prefer it to remain as it is.

Sincerely,

Dr. M. Venkataraman and Mrs. Viji Venkataraman

--Original Message-From: Trish Miller < trishcmiller@ To: Dan Gombac < dqombac@c Cc: Mary Ann Jordan < maryann.jordan8@

>; Bill Barry <<u>bbarry2545@</u>

; randy arnold@

< randy_arnold@

marbo700 <miller6pak@ >; Venkat Viji < MVenkatara@ >; Regina Kokkinis <<u>rkokkinis@</u> >; Stacy Slotwinski <sns5287@ iohncunningham@ <iohnci rienil.gov>; Ted schauer <tschauer@darienil.gov>; Bryon Vana <bvana@darienil.gov>; Tom Belczak Marchese < imarchese@c $<\!\!\underline{\mathsf{tbelczak@darienil.gov}}\!\!>\!; Thomas\ Chlystek\ <\!\!\underline{\mathsf{TChlystek@darienil.gov}}\!\!>\!; Kris\ Throm\ <\!\!\underline{\mathsf{kthrom@darienil.gov}}\!\!>\!; And the state of the$ Sent: Thu. Mar 26, 2020 10:21 am Subject: Re: Nantucket Detention Basin-Update 3 Thank you Dan. Trish Miller Sent from my iPhone On Mar 26, 2020, at 10:07 AM, Dan Gombac dgombac@darienil.gov> wrote: Good morning All, As a clarification, the Nantucket basin falls under Ward One, Ted Schauer. The basin fronts Nantucket and is under Ward 4, Tom Chlystek. Residents that back up to the basin are within Ward One. Please note, Ted Schauer is being forwarded with all correspondence. As a reminder, this item is tentatively scheduled for the April 20, 2020, City Council Meeting. The City Staff will present the recent emails regarding the basin. Sincerely, **Daniel Gombac Director of Municipal Services** 630-353-8106 To receive important information from the City of Darien sign up for our electronic newsletter: **DARIEN DIRECT CONNECT** Follow the link and subscribing is simple! http://www.darien.il.us/Reference-Desk/DirectConnect.aspx From: Stacy Slotwinski < sns5287@ Sent: Thursday, March 26, 2020 7:38 AM To: Dan Gombac < dgombac@darienil.gov > Cc: Mary Ann Jordan < maryann.iordan8 >; Joe Marchese <<u>imarchese@darienil.gov</u>>; Thomas Chlystek <TChlystek@darienil.gov>; Tom Belczak <tbelczak@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm kthrom@darienil.gov">kthrom@darienil.gov; Bill Barry bbarry2545@ >; randy arnold@ ; birgitdevae@ ; trishcmiller@ dnegele@ johnsitasz@ ; marbo70@ miller6pak@ Venkat Viji < MVenkatara (; johncunningham@ dlynch@cbbel.com Subject: Re: Nantucket Detention Basin-Update 2 I don't even understand why this is still a pending project. The majority voted no! It's as simple as that. Stacy and Mike Slotwinski On Mar 25, 2020, at 3:40 PM, Dan Gombac dgombac@darienil.gov> wrote: Mary Ann, I wanted to take an opportunity to address your comments. Thank you for the inquiries. Sincerely, **Daniel Gombac Director of Municipal Services** 630-353-8106 To receive important information from the City of Darien sign up for our electronic newsletter: **DARIEN DIRECT CONNECT** Follow the link and subscribing is simple! http://www.darien.il.us/Reference-Desk/DirectConnect.aspx From: Mary Ann Jordan < maryann.jordan8@ Sent: Wednesday, March 25, 2020 10:48 AM To: Dan Gombac <dgombac@darienil.gov>; 'Bill Barry' <bbr/>bbarry2545@ dnegele@ sns5287@ ; birgitdevae@ : marbo70 trishcmiller@ miller6pak@ 'Venkat Vij<mark>i' < MVenkatara@</mark> ohncunningham

dlvnch@cbbel.com

Cc: Joe Marchese <<u>imarchese@darienil.gov</u>>; Thomas Chlystek <<u>TChlystek@darienil.gov</u>>; Tom Belczak <<u>tbelczak@darienil.gov</u>>; Regina Kokkinis <<u>rkokkinis@darienil.gov</u>>; Kris Throm <<u>kthrom@darienil.gov</u>>; Bryon Vana <<u>bvana@darienil.gov</u>>

Subject: RE: Nantucket Detention Basin-Update 1

Dear Dan,

Here are some of the objections that we have:

Pedestrian traffic thru our yards for access to the basin from the community at large.

The area has only one access from Nantucket Drive. We do not see where the community at large will be flocking to the detention basin.

Breeding places for mosquitoes and other insects.

The mosquito concern is currently treated through Clarke Environmental. Pending soil conditions review, there are plantings available that have the ability to reduce the larvae population, thereby diminishing or maintain the mosquito levels. Our consultant will forward additional info. Adding to the current ponding is that many residences currently have sump pump drain lines discharging to the basin and exacerbate saturation/ponding, thus creating mosquito breeding opportunities.

Hiding places and attraction for wild animals such as skunks, raccoons, coyote, opossums etc.

Certain animals such as skunks and raccoons live in dark spaces such as under homes/patios, dead trees and forested areas. Such animals also thrive for food opportunities such as garbage.

While there may be wildlife, that may be attracted to the area, it would be short-lived unless a source of food (garbage) was identified to encourage habitants.

Noise and invasion of privacy to our back yards.

Please expound on invasion /privacy to the back yards. The native area would only be impacted at the bottom of the basin. The sloped areas would have all existing sump discharges routed to the bottom area. A walking path would be established within the flat bottom area within the native planting area.

Not public land and was never intended to be. Not a park.

While it is not a park, it is City owned and maintained.

The homeowners who back onto this basin use this basin to: fly kites, play baseball, practice golf, horseshoes, parties (reunion's and birthdays), snow sledding, children run and play, yard games, etc. There are many additional activities that people enjoy.

Your statement contradicts the sentence prior.

The homeowners who back onto this detention basin paid an additional premium for the lot. It was the promise that it would not be anything else but a detention basin from the outset.

The area will remain as detention basin. The City is being proactive in promoting native planting areas such as for our environment and ecological system.

Lastly, there is no need to address our oppositional points as we truly enjoy what we have and want it to stay as is. Move along with your other projects and leave well enough alone please. Thank you.

Mary Ann and Tony Jordan

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Wednesday, March 25, 2020 10:07 AM

To: Bill Barry; randy_arnold@_______; dnegele@________; birgitdevae@_______; birgitdevae@_______; birgitdevae@_______; birgitdevae@______; constant Viji; johncunningham_maryann.jordan8@_______; dlynch@cbbel.com

Cc: Joe Marchese; Thomas Chlystek; Tom Belczak; Regina Kokkinis; Kris Throm; Bryon Vana

Subject: RE: Nantucket Detention Basin-Update 1

Good morning All,

As a follow up, the Nantucket Basin Engineering agenda memo is tentatively scheduled to be discussed at the City Council meeting scheduled for April 20, 2020. Should the date change, we will inform those on the current e-mail chain. While we understand that 14/24 of the adjacent residents recently petitioned, "No" to the Nantucket Conversion, we would like to inquire as to why residents are not in favor of the project. We are requesting comments from all opposed in order to have the opportunities to address them.

Sincerely,

Dan L,

Are there projects that could be forwarded that your division has engineered and managed? If requested could a Native Specialist from your staff be available for the April 20th City Council meeting, pending the current crisis?

Daniel Gombac Director of Municipal Services 630-353-8106

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Bill Barry < bbarry2545@ Sent: Friday, March 20, 2020 1:45 PM To: Dan Gombac < dgombac@darienil.gov >

Cc: randy arnold@ sns5287@ t; dnegele johnsitasz ; marbo < MVenkatara@ >; johncunninghan marvann.iordar

Subject: Nantucket Detention Basin

Per our conversation, I have attached the fourteen (14) forms I was able to obtain before the active distancing program. The others were not at home. I did have one (1) resident who didn't care either way, and another who didn't want to fill out the form but will show at the meeting with their NO vote. Every other house I spoke with is against changing the current situation. Another two are/were on vacation but the neighbors say they will be no as they use the basin. (hitting golf balls) At least two (2) of these NO votes were previously registered as yes votes. I asked them to look at the properties you gave me at 67th and Richmond, high street and the new development on Manning, to which they returned the NO vote back to me. Most all of us moved here because of the basin and some of the original property owners paid a premium for these lots.

I did get to meet many neighbors that I did not know. I was surprised by how many young children live around the basin. They have very young children that they want to be able to use the basin, like we did, to play baseball, catch footballs play soccer, etc.

Almost everyone mentioned that the village does not need to cut the grass every week. Waiting for it to dry out would be much better than the muddy tracks and getting your tractors stuck.

In your letter, you mentioned that the meeting was taking place on March 23rd, but you told me on the phone it was the following week (March 30th). Please confirm to everyone copied on this email.

Thank you for your consideration.

Best Regards,

Bill Barry







From: Dan Gombac
To: Bill Barry
Cc: Regina Kokkinis

Subject: Nantucket Basin-Petitions

Date: Tuesday, March 31, 2020 10:25:43 AM

Good morning Bill,

Would you please forward the petition signatures you gathered for the Nantucket Basin via e-mail.

Sincerely,

Daniel Gombac Director of Municipal Services 630-353-8106

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

 From:
 Dan Gombac

 To:
 Bill Barry

 Cc:
 Regina Kokkinis

Subject: RE: Nantucket Basin-Petitions
Date: Tuesday, March 31, 2020 2:34:24 PM

Thank you

Daniel Gombac Director of Municipal Services 630-353-8106

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http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: Bill Barry

Sent: Tuesday, March 31, 2020 2:13 PM

To: Dan Gombac <dgombac@darienil.gov>

Cc: Regina Kokkinis <rkokkinis@darienil.gov>

Subject: Re: Nantucket Basin-Petitions

Hi Dan.

These are the signed forms. I plan on visiting the other 8 homes as soon as we break the isolation.

Bill

On Tue, Mar 31, 2020 at 10:25 AM Dan Gombac <dgombac@darienil.gov> wrote:

Good morning Bill,

Would you please forward the petition signatures you gathered for the Nantucket Basin via e-mail.

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

http://www.darien.il.us/Reference-Desk/DirectConnect.aspx

From: <u>John S. Sitasz</u>

To: Bryon Vana; Dan Gombac; Joe Marchese; Kris Throm; Regina Kokkinis; Tom Belczak; Thomas Chlystek; Ted

schauer; birgitdevae@ ; dlynch@ ; dnegele@ ; johncunningham@ ;
marbo70@ ; randy arnold@ ; sns5287@ ; Bill Barry; Joe Miller; Mary Ann

Jordan; Trish Miller; Venkat Viji

Subject: Nantucket Bucket - No Thank You Date: Thursday, April 2, 2020 5:04:13 PM

Attachments: FirstConv.pdf

NantucketSitasz.pdf SecondConv.pdf

Dear Esteemed Darien Council and Esteemed Neighbors;

Please count my Family's votes that the City of Darien NOT inflict potential environmental and health problems and property damage on Darien and neighboring communities by degrading the "Nantucket Detention Basin...to a natural planting area".

I and my family have lived in Darien for over 30 years and moved, to our home on Del Court, for a premium lot price, a few years ago. Our understanding is that the City of Darien maintains a clean, United States E.P.A.-Listed Storm-Water Detention Area in this part of the DuPage Flood Plain. The Nantucket Basin was designed when the subdivision was planned, to temporarily accommodate water from streets, sidewalks, driveways, land * and then drain through the North and South Nantucket Culverts, typically within 8 hours. We residents note that the grass is mowed periodically, that there is no standing water and that the "Basin" is environmentally clean-no pests, no chemicals. Mice or other small rodents are controlled by the occasional eagles and hawks that scour the clear, unobstructed ground. As we have family members with Allergies and Asthma, a clean environment is very important to us.

"If it isn't broken, don't fix it" the Engineering Maxim definitely applies here! The letter that we and a handful of other Darien residents received February 8, 2020 via US Mail, (attached FirtsConv.pdf) cites the following:

"storm sewer pipes...maintenance challenges",

"sedimentation and ongoing erosion...hinder the mowing of the turf area".

The second letter, (attached SecondConv.pdf), dated February 27,2020 which announced "Reconnaissance" and "Natural Area Conversion Design" reinforces concern that current storm water culverts would not be maintained as "Soil/Saturation evaluations would be reviewed...".

If the water table in this area is effectively allowed to rise we will have: flooded basements, ruined properties and, potentially even more fiscally important to the City of Darien, liability for NEW flooding of areas East of Nantucket, where the elevation drops by over 20 feet, all the way down to Burr Ridge. (Please see attached DarienTopography.jpg)

The proposal and subsequent emails from Darien Council/Staff members suggest a "Natural Planting Area" and we were referred to such "completed" areas as 6700-6800 Dale and "Chestnut Park"-67th and Richmond. (Please see attached BEFORE and AFTER photos, for this proposal: BeforeNantucket.jpg, AfterSwamp6700Dale, AfterSloughChestnutPark.jpg.) Clearly, the proposal is that the silt accumulation would not be removed, that it would be allowed to accumulate under a cover of grasses, reeds, weeds and cattails, and that the two culverts that drain the Basin would eventually be blocked turning this clean, sun-dried grassland into an unhealthy swamp!

The United States E.P.A. and Illinois Department of Public Health direct municipalities to

"Keep weeds and tall grass cut short; adult mosquitoes look for these shady places to rest during the hot daylight hours..." (For this reason, municipalities require Homeowners to mow Their lawns!) Thus, after a "Natural Planting Area" is allowed to overgrow, Darien will have to increase the current annual Darien Mosquito Abatement budget, now, reportedly over \$40,000.00. Residents will then be exposed to "Novel Biologicals" such as Spinosyn A and Spinosyn D, and other chemicals, including Pyrethrins. Round-Up, a "Novel Biological" plant hormone, was thought to be safe and the Sterigenics threat has finally been mitigated. Do we need to create new health and cancer risks, not to mention a wet breeding ground for disease? As with maintaining other Darien public lawns, as well as parks, buildings and other municipal responsibilities, the health, safety, cost; AND property values are a concern to all Darien residents, so it is surprising that:

1.such a small sample of the over 22,000 Darien residents was polled and 2.that a "NAY" vote of 7 of 11 respondents is considered "yes, go ahead."

We attached our heartfelt concerns to our signed "No" response to the February 2020 survey, and hand-delivered it to the Darien City Hall on February 10, 2020, before the February 14 deadline, but have not received any acknowledgement. Thus, we attach it here as well, to make it electronically available (NantucketSitasz.pdf).

The solution to continuing the 79th&Nantucket municipal storm water drainage system maintenance and a healthy environment would not add to the Darien budget, in fact, after a one-time material cost, there could be a COST-SAVING to taxpayers. Simply:

1)mow less often and not when ground is soggy, as we homeowners do with our own lawns

2)have the culvert storm water egress areas permanently landscaped with river rocks and other large stones, as works so well at the 79th and Farmingdale NW water management area.

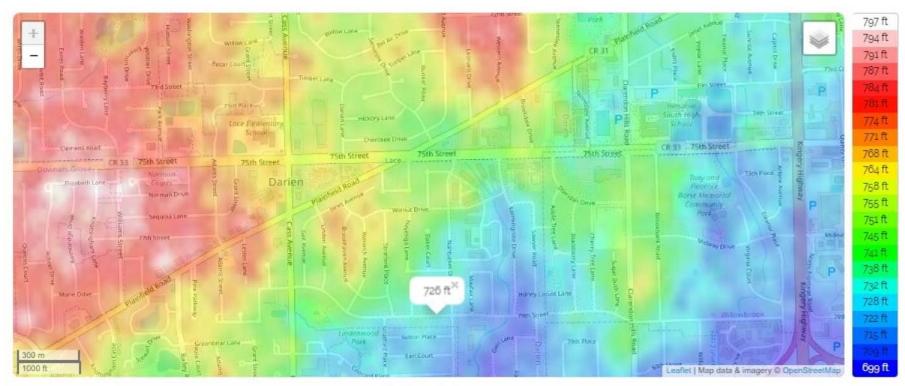
(Please see attached WorksWell79thFarmingdale.jpg >)

With regard to #1, since the mowing is somehow, after almost half a century since this Subdivision was designed, now objectionable, outsource mowing to the lowest bidder. Regarding #2, with only a one-time expenditure to Tammerlings or similar landscape stone supplier and the layout/design done, creatively, for free, (details on request) the mowing difficulties would be mitigated with less area to mow and potentially soggy areas solidly under stone coverage, but storm water flow to culverts permanently unimpeded. The 79th and Farmingdale NW corner stone culvert system looks and works great!

Thank you for your consideration,

John S. Sitasz and Family. johnsitasz@

*Some comments regarding sump pump effluent have been made, routine claims by municipalities, to blame the homeowners/taxpayers for rain accumulation. The fact is that most sump pump water actually drains to the homeowner's property to hydrate lawns and gardens and minimize use of metered municipal water.



DuPage County, Illinois. United States (41.86037 -88.09069)

Dear Residents:

As a homeowner adjacent to the Nantucket Detention Basin, the City is exploring the converting of the existing basin from a grassy area to a natural planting area, see attached aerial. As an adjacent resident to the basin the City is further requesting your input regarding the proposed project. As general background the basin serves Farmingdale residents during rain events and especially during intense rain events. Storm water enters and collects within the basin via storm sewer pipes from the structures adjacent to the roadways as well as the rear yards. Pending the storm event, the basin is designed to hold storm water for up to 24 hours and is released through an outfall pipe at a restricted rate.

While basins of such were the typical standard design during the late 1970's through the 1980's, the basin brings maintenance challenges to the department. These challenges are due to deposits of sedimentation and ongoing erosion that grassy areas cannot withstand long term. The result is ponding and saturation levels that hinder the mowing of the turf area. Typically the department cannot maintain an optimal aesthetically pleasing mowed area within the spring, partial summer and fall months. The area is further saturated due to residential sump-pump discharges at the perimeter of the basin.

The Staff has reviewed opportunities to enhance the area by converting the area into a natural planting area. Below are stewardship points that promote and support storm water management.

- The project is good for the environment and visual appeal
- The rain garden could be used as an educational tool for local schools
- Adding native plants and flowers will beautify the area and will attract butterflies and native birds
- Native plants help to improve air quality and drainage

Some specific details about the project:

- Soil/Saturation evaluations would be reviewed to determine the optimal species for the basin
- The limits of the plantings would be held to the bottom portion of the basin.
- Pending opportunities, walking pathway(s) may be included
- The slope areas, buffer zoned, would be maintained as a mowed grass area
- Sump pump discharges would be extended into the basin through a 6-inch buried pipe

These type of projects take approximately two to three years for the plantings to flourish. The plantings would be managed through ongoing professional services for maintenance.

Below are articles of interest regarding native plantings. The articles may be accessed through the Darien website at https://www.darien.il.us/City-Services/Municipal-Services/Nantucket-Basin.aspx

https://www.nrcs.usda.gov/wps/portal/nrcs/detail/il/plantsanimals/?cid=nrcs141p2_030720

https://www.chicagobotanic.org/plantinfo/landscaping_native_plants

https://www.bing.com/images/search?q=illinois+native+plant+pics&qpvt=illinois+native+plant+pixs&FORM=IGRE

The project would be administered and wholly funded through the City. We would like to hear your feedback in regards to the proposed project through the attached survey. The responses will be compiled along with a follow up letter with the results. Please complete the survey either online at the link above or through the attached sheet by no later than February 14, 2020.

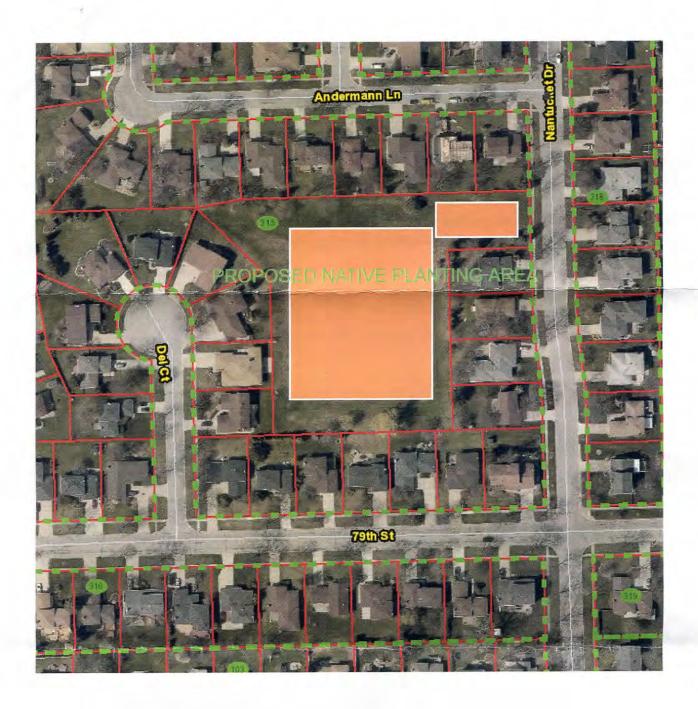
Meanwhile, should you have any questions regarding the proposed project, please contact Daniel Gombac, dgombac@darienil.gov or at 630-353-8106. Thank you for your time in advance.

Sincerely,

Joseph Marchese

Joseph Marchese, Mayor City of Darien

cc: Tom Chlystek, Ward Four
Bryon Vana, City Administrator
Daniel Gombac, Director of Municipal Services
Kristofer Throm, Superintendent of Municipal Services,



To: City of Darien

Re: Nantucket Basin Storm Sewer Closure

We are proud to be residents of this beautiful community, and actively (and financially) support its many functions. It is disturbing, however, that, based on official information postmarked 02/04/20, our City of Darien is recommending that the efficient storm drainage system, "Nantucket Basin," not be maintained and instead be turned into a "Natural Planting Area" effectively becoming a "Wetland" or using traditional nomenclature, a "Swamp."

The Storm Water Detention Basin behind our home on Del Court was one of the reasons why we chose to relocate to *corporate* Darien from *unincorporated* Downers Grove Township. We remember too well a situation similar to this proposed Storm Sewer closure when Cass Avenue was raised North of 75th Street and there was no place for Storm Water, from immediately West of Cass (75th, Grant,Rodgers,Willow,) to go during heavy rains, except into Residential Living Spaces, Family Rooms and Basements. This *horrible* situation persisted for years until actions by a predecessor, Darien Mayor Carmen Soldato; Downers Grove Township Officials; and hundreds of concerned Taxpayer/Voters resulted in a massive, *expensive* storm sewer remediation project.

The negative impact of discontinuing maintenance of the Nantucket storm sewer drainage system, (as suggested by planned "Soil/saturation evaluations",) to our Darien neighborhood will almost certainly extend far beyond the scope and geographical confines of the few homes depicted in the map, namely:

- 1. Safety of children as currently dry areas will have standing water posing drowning risk
- 2. Neighborhood blight as residents erect 6-foot fences to protect children
- 3. Flooded basements as non-drained water backs up
- 4. Probable water overflow to residential and commercial land East of Nantucket to Clarendon Hills, Willowbrook & Burr Ridge
- 5. Mosquito populations from **new standing water** (the basin previously drained in hours)
- 6. More "Illinois flight" from increased property taxes and new referenda to fund the Nantucket project and ongoing "professional services"
- 7. Drop in property values as neighbors leave wet area
- 8. Loss of revenue to Darien and DuPage county as assessments drop
- 9. Possible litigation from neighboring communities affected by these changes
- 10. New populations of mosquitos, vermin and other pests in tall, unmanaged grasses, reeds, cattails and weeds in proposed "Natural Area"
- 11. New cost of mosquito and rodent control, as well as unhealthy conditions from chemical and biological pest control compounds.

There is an old Engineering maxim "if it isn't broken, don't fix it." PLUGGING THE DRAIN of the Nantucket Basin, would be an even worse situation "it isn't broken, break it" as:

- This area is already one of the lowest elevations in DuPage County per attached map from: https://en-us.topographic-map.com/maps/dv1g/DuPage-County/.
- II) Whereas, the Darien City Hall/Police complex is at ~ 794 feet above sea level, our homes are at ~ 725 feet above sea level with the Nantucket Basin below us to temporarily hold stormwater then drain via the Municipal Storm-sewer System. Any diminishing of our CURRENT stormwater drainage would be disastrous.
- III) It is common knowledge that this area is a Floodplain with poor natural absorption/drainage as the "ground" is primarily clay remaining after topsoil was levelled to accommodate the then-new subdivisions.
- IV) Property assessment values for our well-maintained and upgraded 40+year-old Gallagher and Henry homes are high in this area, for now.

As such we hope that the City of Darien, and DuPage County will:

- 1. Continue to meet the "challenges" of maintaining our Storm Sewer System, such as routine maintenance work which residents had seen performed last year.
- 2. Consider solving "erosion" with a cost-effective 'Green' solution such as what works so well at the Northwest Corner of 79th Street and Farmingdale Drive a one-time stone landscaping arrangement that is both aesthetically pleasing, permanent and could be creatively accomplished with zero design cost (details on request.)
- 3. That Lawn-care Workers continue to temporarily postpone mowing grassy areas while they are wet, as we homeowners do with our backyard lawns.

Thank you, and if we can be of any help, please get in touch,

John S. Sitasz BSEE/ME/CS, Sitasz Family, 7817 Del Court, johnsitasz@





February 27, 2020

Dear Residents:

Recently a letter and survey were sent to residents adjacent to the Nantucket Detention Basin. See the chart below for the survey results of converting the turf to a native planting area:

NO. OF RESIDENTS	NO. OF REPLIES	IN SUPPORT	AGAINST
24	11	4	7
PERCENTAGES	46%	17%	29%

The Municipal Services Committee and City Staff is recommending to the City Council on March 23, 2020, to move forward with an engineering agreement for the design of the native planting project for the Nantucket Basin. The engineering agreement includes the following services:

Task 1-Field Reconnaissance-Review of existing conditions, soil review and drainage structure reviews.

Task 2- Natural Area Conversion Design-The results of Task 1 would allow for the groundwork to prepare Natural Area Restoration Conversion Plan.

Task 3-Bid Assistance and Installation Observation

Upon completion of the above study, an additional mailing will be forwarded with a schedule and design. Once the design is finalized, the City will request proposals, followed by a Committee and City Council recommendation to award the project. The proposed funds would be utilized from revenues collected from Storm Water fees. The funds on file, \$80,000, may only be utilized for natural area restorations/conversions. The funds, if not utilized within 10 years, must be returned.

Attached is a copy of the letter dated January 30, 2020, summarizing the proposed project. As always, should you have any questions regarding the proposed project, please contact Daniel Gombac, dgombac@darienil.gov or at 630-353-8106. Thank you for your time in advance.

Sincerely,

Joseph Marchese

Joseph Marchese, Mayor City of Darien

cc:

Tom Chlystek, Ward Four
Bryon Vana, City Administrator
Daniel Gombac, Director of Municipal Services
Kristofer Throm, Superintendent of Municipal Services,

City of Darie 1702 Plainfield Road Darien, IL 60561

Office: 630-852-5000 Fax: 630-852-4709 www.darienil.us







From: <u>Mary Ann Jordan</u>

To: "John S. Sitasz"; Bryon Vana; Dan Gombac; Joe Marchese; Kris Throm; Regina Kokkinis; Tom Belczak; Thomas

<u>Chlystek</u>; <u>Ted schauer</u>; <u>birgitdevae@</u>; <u>dlynch@cbbel.com</u>; <u>dnegele@s</u>

johncunningham@ ; randy arnold@ ; sns5287@ ; "Bill

Barry"; "Joe Miller"; "Trish Miller"; "Venkat Viji"

Subject: RE: Nantucket Bucket - No Thank You Date: Friday, April 3, 2020 10:18:23 AM

Dear Mr. Sitasz,

You rock!!!! Between your comprehensive work on this issue and Randy Arnold's intelligent response, and the vote of more "no's" than "yes's", we personally feel that the proposal to change the basin should be rescinded and shelved.

Thank you for your intensive work and study with regard to our position! We are very grateful!

Additionally neighbors, we see no reason to keep Tom Chlystek a part these email blasts. He has no say in this issue as he is not our Alderman. Glad to see that you do have Ted Schauer included in the emails as he is our Alderman.

Thank you so much again for everything you have done! One of these days, when we can, we would like to shake your hand!

Blessings,

Mary Ann and Tony Jordan

From: John S. Sitasz [mailto:johnsitasz@

Sent: Thursday, April 02, 2020 5:02 PM

To: bvana@darienil.gov; dgombac@darienil.gov; jmarchese@darienil.gov; kthrom@darienil.gov; rkokkinis@darienil.gov; tbelczak@darienil.gov; TChlystek@darienil.gov; tschauer@darienil.gov;

birgitdevae@; dlynch@; dnegele@; johncunningham@l

marbo70@; randy_arnold@; sns528/@; Bill Barry; Joe Miller; Mary

Ann Jordan; Trish Miller; Venkat Viji
Subject: Nantucket Bucket - No Thank You

Dear Esteemed Darien Council and Esteemed Neighbors;

Please count my Family's votes that the City of Darien NOT inflict potential environmental and health problems and property damage on Darien and neighboring communities by degrading the "Nantucket Detention Basin...to a natural planting area".

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1)mow less often and not when ground is soggy, as we homeowners do with our own lawns

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Thank you for your consideration,

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From: Bryon Vana

To: Mary Ann Jordan; "John S. Sitasz"; Dan Gombac; Joe Marchese; Kris Throm; Regina Kokkinis; Tom Belczak;

Thomas Chlystek; Ted schauer; birgitdevae@ dlynch@cbbel.com; dnegele@

johncunningham; marbo70; marbo70 randy arnold@ sns5287@ "Bill

Barry"; "Joe Miller"; "Trish Miller"; "Venkat Viji"

Subject: RE: Nantucket Bucket - No Thank You Date: Friday, April 3, 2020 12:37:44 PM

All:

I wanted to advise the residents on this email that the Mayor and Alderman are not permitted to collectively respond to emails such as this because it would violate the Open Meeting Act Law. The reason is, the email includes a majority of a quorum of the City Council members.

This project is currently included in the draft budget which is scheduled to be voted on by the City Council on April 20th, 2020. There is a public hearing on the budget scheduled for April 6 with no action on the budget to be taken on the 6th.

I am clarifying this in case the residents had an expectation of collective responses from the elected officials.

Thank you

Bryon

Bryon D. Vana

Bryon D. Vana

City Administrator -City of Darien, Office phone – 630-353-8114

To receive important information from the City of Darien sign up for our electronic newsletter: **DARIEN DIRECT CONNECT -**Follow the link and subscribing is simple!

http://www.darien.il.us/Reference-

Desk/DirectConnect.aspx

From: Mary Ann Jordan <maryann.jordan8@ **Sent:** Friday, April 03, 2020 10:18 AM To: 'John S. Sitasz' < johnsitasz@ >; Bryon Vana <bvana@darienil.gov>; Dan Gombac <dgombac@darienil.gov>; Joe Marchese <jmarchese@darienil.gov>; Kris Throm kthrom@darienil.gov; Regina Kokkinis rkokkinis@darienil.gov; Tom Belczak <tbelczak@darienil.gov>; Thomas Chlystek <TChlystek@darienil.gov>; Ted schauer <tschauer@darienil.gov>; birgitdevae@ ; dlynch@cbbel.com; dnegele@ ; randy_arnold@ johncunningham ; marbo70@ 'Bill Barry' <bbarry2545@ sns5287@ >; 'Joe Miller' <miller6pak@ >; 'Trish Miller' <trishcmiller >; 'Venkat Viji' <MVenkatara@ Subject: RE: Nantucket Bucket - No Thank You

Dear Mr. Sitasz,

You rock!!!! Between your comprehensive work on this issue and Randy Arnold's intelligent response, and the vote of more "no's" than "yes's", we personally feel that the proposal to change the basin should be rescinded and shelved.

Thank you for your intensive work and study with regard to our position! We are very grateful!

Additionally neighbors, we see no reason to keep Tom Chlystek a part these email blasts. He has no say in this issue as he is not our Alderman. Glad to see that you do have Ted Schauer included in the emails as he is our Alderman.

Thank you so much again for everything you have done! One of these days, when we can, we would like to shake your hand!

Blessings, Mary Ann and Tony Jordan

From: John S. Sitasz [mailto:johnsitasz@

Sent: Thursday, April 02, 2020 5:02 PM

To: bvana@darienil.gov; dgombac@darienil.gov; jmarchese@darienil.gov; kthrom@darienil.gov; kthrom@darienil.gov; kthromgother; kthromgother</ rkokkinis@darienil.gov; tbelczak@darienil.gov; TChlystek@darienil.gov; tschauer@darienil.gov; birgitdevae@ ; dlynch@cbbel.com; dnegele@ ; johncunningham@l

marbo70@ ; randy arnold@ Ann Jordan; Trish Miller; Venkat Viji ; <u>sns5287@</u> ; Bill Barry; Joe Miller; Mary

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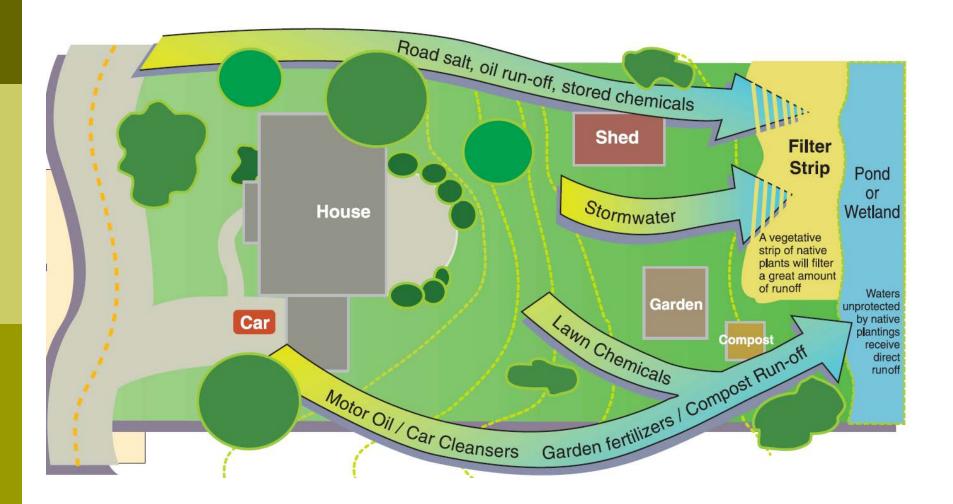
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Typical Urban Pollutants



What can we do?

■ Plant Natives

Turf to Prairie - Why?

- Improved water quality
 - Nutrient Uptake and filtration
- Erosion control/soil stabilization
- Goose control
- Wildlife habitat
- Reduced maintenance
- Reduced long-term costs
- Aesthetically pleasing???





Benefit-Improved Water Quality

- ☐ Native vegetation slows overland flow while filtering out pollutants and fertilizers
- ☐ Ground water infiltration is increased by the deep roots of native plants
- ☐ Native plants absorb nutrients helping to prevent algae blooms

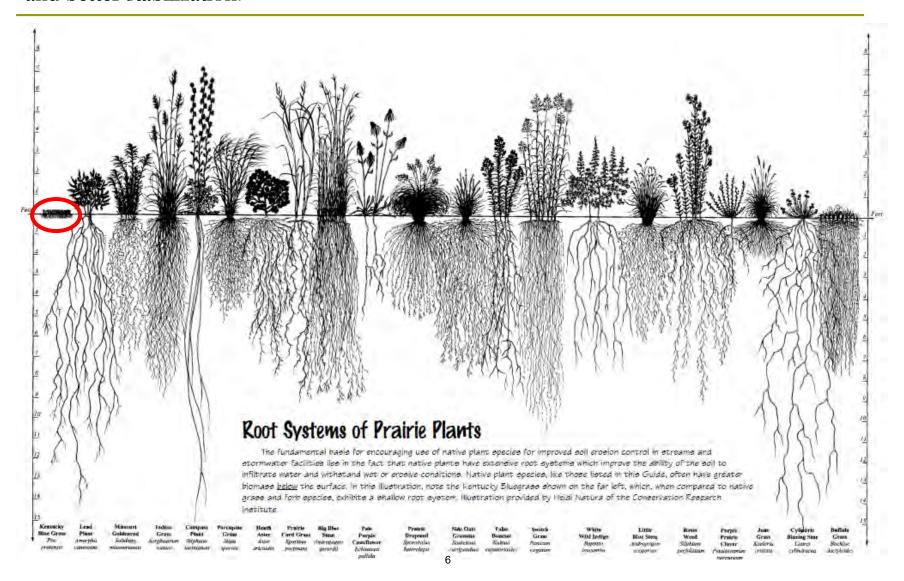


Doesn't my lawn do that?

■ Nope – it doesn't!

Stabilization and Absorption

Native Plants have deeper root systems than traditional turf which means healthier soils and better stabilization.

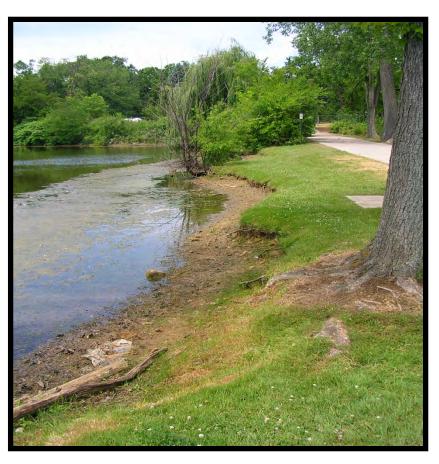


Benefit-

Natives as a solution: Erosion

Turf Grass ShorelineNative Shoreline







Natives as a solution: Erosion

Deeper roots reduce erosion in swales and detention ponds



Two ways to plant - Flowers



Grasses



Flowers Vs. Grasses

■ Flowers

- Greater variety of wildlife attracted.
- More color during growing season.
- More difficult to maintain/weed.

Grasses

- To some people this is a more attractive look.
- Easier to maintain because broad-leaved herbicide can be used.

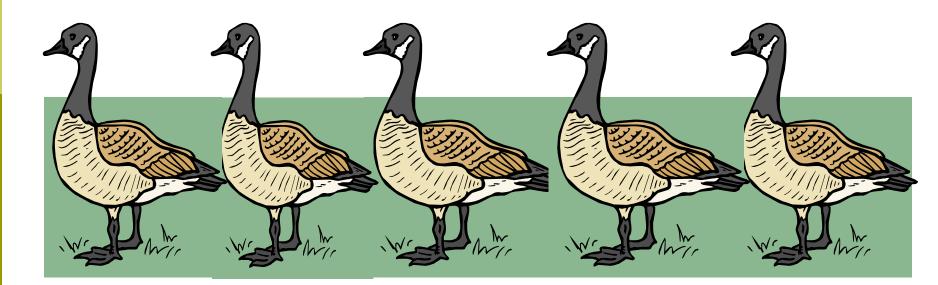
Establishment

- Native vegetation takes about 3 yrs to establish
- More than 3 yrs if not managed properly

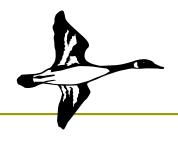


Benefit – Goose Deterent

- Canada Geese are less likely to gather in an area with native vegetation. Turf grass promotes resting, breeding, and foraging.
- They are lazy and they like it.



Goose control



- Tall vegetation makes them nervous and uncomfortable, and
- Geese fear predators that maybe hiding in the tall vegetation
- Planting native vegetation along the shoreline of stormwater management facilities makes it difficult for geese to enter and leave water
- You may also consider native planting strips in park areas to further reduce the amount of feeding areas

Benefit –

Natives Reduce Long Term Maintenance

- Native vegetation requires less long term maintenance once established.
- Native plants are drought resistant and adapted to our climate.
- No regular mowing- saves money, time, energy, and reduces emissions
- No fertilizing necessary
 - Results in improved water quality
- Drought resistant:
 - No watering required after establishment

Management Activities

- High mowing (6-12") in spring or fall to target weedy/ invasive plants
- Herbicide application targeting specific weed species
- If possible, complete a prescribed burn every 2-4 years in spring or fall (by a trained professional).



Benefits - Aesthetically Pleasing/ Provides Wildlife Habitat

- A <u>healthy</u> stand of native vegetation can be attractive all year long.
- It's True!!! They increase biodiversity by attracting birds, butterflies, and other wildlife.

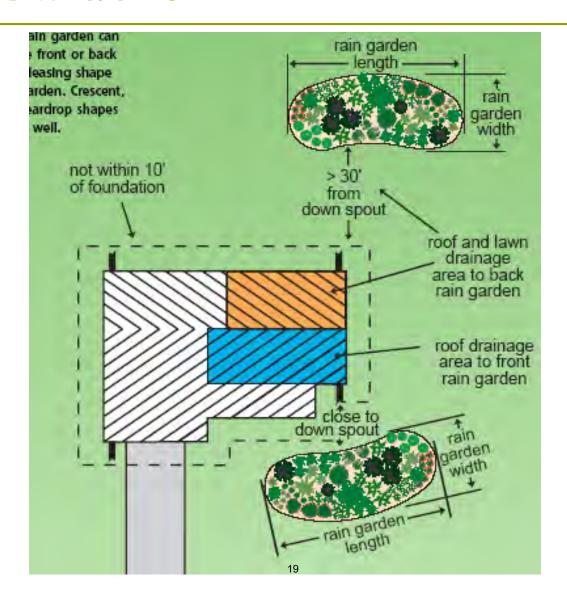


Natives as a solution: Poor Drainage

Rain gardens may address a small drainage problem by planting species that don't mind staying wet for longer periods.



Rain Gardens



Rain Garden Typical Design

- Between four and eight inches deep
- Depth depends upon lawn slope
 - If the slope is less than 4%, it is easiest to build a 3 to 5-inch deep rain garden.
 - If the slope is between 5 and 7%, it is easiest to build one 6 to 7 inches deep.
 - If the slope is between 8 and 12%, it is easiest to build one about 8 inches deep.

Myth 1: Attracts Mosquitoes

- Native vegetation provides habitat for mosquito predators including dragonflies, birds, frogs, etc.
- Native vegetation may reduce mosquito breeding areas by absorbing stagnant water.



Myth 2: Aggravates Allergies

- Ragweed is the main culprit of pollen allergies BUT is not commonly found in mature native landscapes.
- Most native plants have <u>not</u> been shown to aggravate allergies.















CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 6, 2020

City of Darien 1702 Plainfield Road Darien, Illinois 60561

Attention:

Dan Gombac, Director of Municipal Services

Subject:

Professional Services Proposal to Prepare a Natural Area Conversion Plan

for a Park Space located NW of 79th Street and Nantucket Drive, Darien, IL

Dear Mr. Gombac:

Christopher B. Burke Engineering, LLC. (CBBEL) is pleased to provide this proposal to guide the conversion of an existing man-made mown lawn detention basin to a native naturalized wetland bottom basin. Because this is an existing detention pond, we have assumed that there will be no permitting required for this work. If permits are determined to be needed, we will provide a supplemental proposal to cover the cost of those additional necessary services.

Please find our Scope of Services and Fee Estimate below.

SCOPE OF SERVICES

The following services are proposed.

<u>Task 1 – Field Reconnaissance:</u> An investigation of the project site will be completed to understand the context of the site, evaluate the current condition, view the underlying soils, drainage structures, etc. **Please note that we cannot complete Task 1 if there is snow on the ground.**

<u>Task 2 – Natural Area Conversion Design:</u> The results of the field reconnaissance will used to prepare the Natural Area Restoration Area conversion plan. The plan will contain a planting plan, planting specifications, seed mixes, short- and long-term maintenance and monitoring plans, and a cost estimate for installation and follow-up maintenance.

<u>Task 3 – Bid Assistance and Installation Observation (Optional):</u> If requested, CBBEL staff can assist the City with obtaining bids to complete the work and to observe the installation and confirm the conversion is completed in accordance with the plans. The observation would be completed on a part-time basis. We will report our findings to the City.

The Observation Services would include the following.

CBBEL will provide a Resident Engineer who will perform the following duties:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the City's liaison with the Contractor working principally through the Contractor's field superintendent.
- Provide part time observation while work is being performed.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Provide QA of Contractor's QC.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's report book, weather conditions, activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and complete the final inspection with the City, prepare a final punch list
- Verify that all the items on the final punch list have been corrected and make recommendations to the City concerning acceptance.
- Except upon written instructions of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- The Resident Engineer/Inspector will not observe, verify, confirm or ensure safety, contractor's means and methods, site hazards, or general hazards.
- Complete the vegetation monitoring visits for the 3-year contractor maintenance and monitoring period.

FEE ESTIMATE

We estimate the costs of the services to be the following:

Task 1 \$ 800 Task 2 \$ 4,000

Task 3 \$ 5,000 (optional)

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions.

Direct costs for mileage, blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation <u>are not</u> included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact Jedd Anderson or me if you have any questions.

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE President

Encl. Schedule of Charges

General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS ACCEPTED FOR CITY OF DARIEN:

BY:	¥	
TITLE:		
DATE:		

Task 3 __ Accepted or __Declined (Please check appropriate selection)

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2020

ONITO/IIII EDED	Charges*
Personnel	(\$/Hr)
Principal Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116
Direct Costs	

*Charges include overhead and profit

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

Cost + 12%

CHRISTOPHER B. BURKE ENGINEERING, LTD. GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

- 3. <u>Changes:</u> Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
- 4. <u>Suspension of Services</u>: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions

of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

- 5. <u>Termination:</u> This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
- Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

- 8. <u>Standard of Practice:</u> The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
- 9. <u>Compliance With Laws:</u> The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. <u>Indemnification:</u> Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

- 11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
- 12. <u>Governing Law & Dispute Resolutions:</u> This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

- 13. <u>Successors and Assigns:</u> The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
- 14. <u>Waiver of Contract Breach:</u> The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
- 15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
- 16. <u>Amendment:</u> This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

- 17. <u>Severability of Invalid Provisions:</u> If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
- 18. <u>Force Majeure:</u> Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
- 19. <u>Subcontracts:</u> Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
- 20. <u>Access and Permits:</u> Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
- 21. <u>Designation of Authorized Representative:</u> Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
- 22. <u>Notices:</u> Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
- 23. <u>Limit of Liability:</u> The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. <u>Client's Responsibilities:</u> The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

- 25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
- 26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. <u>Insurance and Indemnification:</u> The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. <u>Hazardous Materials/Pollutants:</u> Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.



RESOLUTION NO.

CITY ATTORNEY

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL DESIGN SERVICES RELATED TO THE PREPARATION OF A NATURAL AREA CONVERSION PLAN FOR A CITY OWNED DETENTION BASIN LOCATED AT NORTH WEST OF 79TH STREET AND NANTUCKET DRIVE AT A COST NOT TO EXCEED \$10,000

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the preparation of a natural area conversion plan for a City owned detention basin located at north west of 79th Street and Nantucket Drive at a cost not to exceed \$10,000, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL	OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 20th day of April, 20	020.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF COUNTY, ILLINOIS, this 20th day of April, 20	F THE CITY OF DARIEN, DU PAGE 020.
ATTEST:	JOSEPH A. MARCHESE, MAYOR
JOANNE E. RAGONA, CITY CLERK	BUTTON OF CORPORATION OF THE PARTY OF THE PA
APPROVED AS TO FORM:	darien

Illinois



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

January 6, 2020

City of Darien 1702 Plainfield Road Darien, Illinois 60561

Attention:

Dan Gombac, Director of Municipal Services

Subject:

Professional Services Proposal to Prepare a Natural Area Conversion Plan

for a Park Space located NW of 79th Street and Nantucket Drive, Darien, IL

Dear Mr. Gombac:

Christopher B. Burke Engineering, LLC. (CBBEL) is pleased to provide this proposal to guide the conversion of an existing man-made mown lawn detention basin to a native naturalized wetland bottom basin. Because this is an existing detention pond, we have assumed that there will be no permitting required for this work. If permits are determined to be needed, we will provide a supplemental proposal to cover the cost of those additional necessary services.

Please find our Scope of Services and Fee Estimate below.

SCOPE OF SERVICES

The following services are proposed.

<u>Task 1 – Field Reconnaissance:</u> An investigation of the project site will be completed to understand the context of the site, evaluate the current condition, view the underlying soils, drainage structures, etc. **Please note that we cannot complete Task 1 if there is snow on the ground.**

<u>Task 2 – Natural Area Conversion Design:</u> The results of the field reconnaissance will used to prepare the Natural Area Restoration Area conversion plan. The plan will contain a planting plan, planting specifications, seed mixes, short- and long-term maintenance and monitoring plans, and a cost estimate for installation and follow-up maintenance.

<u>Task 3 – Bid Assistance and Installation Observation (Optional):</u> If requested, CBBEL staff can assist the City with obtaining bids to complete the work and to observe the installation and confirm the conversion is completed in accordance with the plans. The observation would be completed on a part-time basis. We will report our findings to the City.

The Observation Services would include the following.

CBBEL will provide a Resident Engineer who will perform the following duties:

- Observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the Contract Documents. The Engineer will keep the City informed of the progress of the work, guard the City against defects and deficiencies in the work, advise the City of all observed deficiencies of the work, and will disapprove or reject all work failing to conform to the Contract Documents.
- Serve as the City's liaison with the Contractor working principally through the Contractor's field superintendent.
- Provide <u>part time</u> observation while work is being performed.
- Attend all construction conferences. Arrange a schedule of progress meetings and other job conferences as required. Maintain and circulate copies of records of the meetings.
- Review the Contractor's schedule on a weekly basis. Compare actual progress to Contractor's approved schedule. If the project falls behind schedule, work with the Contractor to determine the appropriate course of action to get back on schedule.
- Provide QA of Contractor's QC.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original contract documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in the diary.
- Keep an inspector's report book, weather conditions, activities, job decisions and observations as well as general and specific observations and job progress.
- Prior to final inspection, submit to the Contractor a list of observed items requiring correction and verify that each correction has been made.
- Coordinate and complete the final inspection with the City, prepare a final punch list
- Verify that all the items on the final punch list have been corrected and make recommendations to the City concerning acceptance.
- Except upon written instructions of the City, the Resident Engineer or Inspector shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of his obligations.
- The Resident Engineer/Inspector will not observe, verify, confirm or ensure safety, contractor's means and methods, site hazards, or general hazards.
- Complete the vegetation monitoring visits for the 3-year contractor maintenance and monitoring period.

FEE ESTIMATE

We estimate the costs of the services to be the following:

Task 1 \$ 800 Task 2 \$ 4,000

Task 3 \$ 5,000 (optional)

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions.

Direct costs for mileage, blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation <u>are not</u> included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Please note that any requested meetings or additional services are not included in the preceding Fee Estimate and will be billed at the attached hourly rates.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact Jedd Anderson or me if you have any questions.

Sincerely,

Christopher B. Burke, PhD, PE, D.WRE, Dist.M.ASCE President

Encl. Schedule of Charges

General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES & GENERAL TERMS & CONDITIONS ACCEPTED FOR CITY OF DARIEN:

BY:	
TITLE:	
DATE:	

Task 3 __ Accepted or __Declined (Please check appropriate selection)

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2020

	Charges'
Personnel	(\$/Hr)
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

^{*}Charges include overhead and profit



AGENDA MEMO City Council April 20, 2020

ISSUE STATEMENT

A RESOLUTION APPROVING A REBATE OF THE CITY OF DARIEN FOOD AND BEVERAGE TAX FOR TAXES COLLECTED FROM MAY THROUGH OCTOBER 2019

RESOLUTION

BACKGROUND HISTORY

Mayor Marchese is asking the City Council to consider a local rebate program for those businesses covered by the City of Darien's food and beverage tax. Effective May 1, 2016, a tax was imposed upon the retail purchase of alcoholic liquor, food or beverages at any "retail food facility" or "retail liquor facility" within the city of Darien, at the rate of one and one-fourth percent (1.25%) of the purchase price. (3-4-10: FOOD AND BEVERAGE TAX: Currently, there are approximately 48 businesses that collect the tax budgeted at \$580,000 this fiscal year. Recognizing that we have limited resources to financially assist businesses during this difficult time, the focus and limits of this rebate program is on those businesses providing the city with the additional revenue covered by the food and beverage tax. Additionally, the National Restaurant Association reports that restaurants and employees are feeling the catastrophic effect of the COVID-19 pandemic across the country. Since March 1, the industry has lost more than 3 million jobs and \$25 billion in sales, and roughly 50% of restaurant operators anticipate having to lay off more people in April.

The resolution authorizes the City to rebate 6 months of the local Food and Beverage tax recorded by the City between May of 2019 through October of 2019 in the total amount estimated at \$310,000. The rebate will be returned at the same amount each business generated during the 6-month period. The rebate will be provided only to those restaurants that open to their full service on May 1, 2020, or when the stay at home order is lifted for restaurants. Mayor Marchese reached out to some of the businesses covered by the food and beverage tax and this rebate will assist with the necessary re-start-up costs associated with the reopening of the businesses. The individual amounts to be rebated are not shown as that information is proprietary.

STAFF/COMMITTEE RECOMMENDATION

Mayor Marchese and staff recommend approval of the RESOLUTION APPROVING A REBATE OF THE CITY OF DARIEN FOOD AND BEVERAGE TAX FOR TAXES COLLECTED FROM MAY THROUGH OCTOBER 2019.

ALTERNATE CONSIDERATION

Not approving the ordinance would be an alternate consideration.

DECISION MODE

This will be on the April 20, 2020, City Council agenda for formal approval.



RESOL	LUTION	NO.	

A RESOLUTION APPROVING A REBATE OF THE CITY OF DARIEN FOOD AND BEVERAGE TAX FOR TAX COLLECTED FROM MAY THROUGH OCTOBER 2019

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

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

WHEREAS, Commencing on May 1, 2016, a tax was imposed upon the retail purchase of alcoholic liquor, food or beverages at any "retail food facility" or "retail liquor facility" within the City of Darien, at the rate of one and one-fourth percent (1.25%) of the purchase price; and

WHEREAS, the tax was imposed for the purpose of supporting city operations and capital projects; and

WHEREAS, The National Restaurant Association reports that restaurants and employees are feeling the catastrophic effect of the COVID-19 pandemic across the country. Since March 1, **2020,** the industry has lost more than 3 million jobs and \$25 billion in sales, and roughly 50% of restaurant operators anticipate having to lay off more people through April; and

WHEREAS, local restaurants generate significant revenue to the City of Darien and provide fun and entertainment for residents; and

WHEREAS, the City recognizes the unique impact the coronavirus pandemic is having on local restaurants;

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NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, pursuant to its home-rule powers, as follows:

SECTION 1: Authorization. The Mayor and City Administrator are hereby authorized to rebate 6 months of the local Food and Beverage tax recorded by the city between May of 2019 through October of 2019 in the total amount estimated at \$310,000. The rebate will be returned at the same amount each business generated during the 6-month period. The rebate will be provided only to those restaurants that open to their full service on May 1, 2020, or when the stay at home order is lifted for restaurants.

SECTION 2: Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of April, 2020.

AYES:

NAYS:

ABSENT:

RESOLUTION NO	
APPROVED BY THE MAYOR OF T	HE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS , this 20 th day of April, 2020.	
	JOSEPH A. MARCHESE, MAYOR
ATTEST:	,
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	

CITY ATTORNEY



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