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PRE-COUNCIL WORK SESSION —7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 5, 2023

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [May 15, 2023](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [22-23-27](#)
 - B. Warrant Number — [23-24-03](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**

15. Old Business

16. Consent Agenda

- A. Consideration of a Motion to Approve a Resolution [Approving a Sign/Easement Agreement for the Purpose of Constructing a Marquee Sign](#), Enhanced Hardscaping, Landscaping, Maintenance and Specified Responsibility at 7702 Cass Ave (Southwest Corner of Cass and Plainfield Road) PIN# 09-28-410-045
- B. Consideration of a Motion to Approve [an Ordinance Granting a Series of Variations to Allow the Construction of a Marquee Sign](#) with Electronic Message Boards (PZC2023-02: City Marquee Sign) Darien Professional Building, 7702 Cass Avenue
- C. Consideration of a Motion to Approve a Resolution [Approving of a Plat of Easement as Prepared by Schomig Surveyors, 7702 Cass Ave](#) PIN# 09-28-410-045
- D. Consideration of a Motion to Approve a Resolution [Waiving the Competitive Bid Process and Awarding a Proposal to Belmont Digital Inc](#) for the Purchase of Three (3) 38-Inch x 114-Inch Marquee Panels and Required Data Infrastructure Including, Data Management Subscription Based and Structural Steel Supports and Installation in an Amount not to Exceed \$81,635
- E. Consideration of a Motion to Approve a Resolution [Waiving the Competitive Bid Process and Awarding a Proposal for the Professional Design and Installation Services to the Savannah Group](#) for Suppling the Required Materials and the Installation Services as it Relates to the Column Hardscaping, Irrigation, Landscaping Materials and General Restoration within the Easement Area Adjacent to the Marquee Sign Structure in an Amount not to Exceed \$33,184
- F. Consideration of a Motion [Authorizing Certain Infrastructure Improvements to be Completed by the Municipal Services Department](#) in an Amount not to Exceed \$33,000
- G. Consideration of a Motion to [Recommend Zoning Ordinance Revisions Creating a Mixed-Use Zoning District to the Planning and Zoning Commission](#) for Public Hearing and Commission Review
- H. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Season Comfort, Corp., for the [Removal and Replacement of the Heating, Ventilation and Air Conditioning \(HVAC\) System at Darien City Hall](#), 1702 Plainfield Road, in Amount not to Exceed \$18,275
- I. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien](#)
- J. Consideration of a Motion to Approve a Resolution Accepting a Proposal from EJ Equipment for a [Lease Agreement of a Vactor Truck](#) for Hydro Excavations of Buffalo Boxes, Main Line Valves, Fire Hydrant and Utility Pot Holes and Storm Sewer Basin Cleaning and Storm Sewer Main Line Jetting at Various Locations throughout the City at the Proposed Unit Price and not to Exceed \$72,250
- K. Consideration of a Motion to Approve a Resolution Approving the [Purchase of a Water Valve Exercisor](#) from E.H.Wachs for a Total Amount not to Exceed \$131,250.00
- L. Consideration of a Motion Approving the [Striping and Tool Storage Bins](#) for the Water Valve Exercisor not to Exceed \$3,250

- M. Consideration of a Motion to Approve a Resolution Accepting the Proposal of a [Subscription Based Mini-Road Weather Information Systems Sensors](#) from Frost Solutions, LLC., in an Amount not to Exceed \$19,600
 - N. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of the Following Items: Coats MAXX80220 Tire Changer, Coats 15003DA Tire Balancer, Coats 800525 Wheel Lift to Balancer, Coats 113277C Light Truck Cone Kit, Coats 5610104 Pin Plate, Tiger Tool King Pin Press](#), from NAPA Auto Parts in an Amount not to Exceed \$26,685.00
 - O. Consideration of a Motion Authorizing Staff and Vendors to Complete [Specific Safety Tasks and Landscape Restoration at 1640 Royal Oak Drive](#)-Fronting Frontage Road in an Amount not to Exceed a Total Project Cost of \$26,500
 - P. Consideration of a Motion to Approve a Resolution Accepting a Proposal from the Hidden Gardens for the [Purchase of 45 6-Foot High Green Winter Arborvitaes](#) to be Placed at 1640 Royal Oak Drive-Fronting Frontage Road in an Amount not to Exceed \$8,325
 - Q. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Peerless Fence for the [Fence Materials and Installation](#) of Vinyl Covered 3-Foot High Cyclone Fence to Protect Against Fall Protection Adjacent to Carriage Greens Golf Course, 1600 Block Fronting Frontage Road in an Amount not to Exceed \$9,240
 - R. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Superior Road Striping, Inc., at the Proposed Unit Prices, in an Amount not to Exceed \$20,000.00 for the [2023 Street Striping Program](#)
 - S. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase and Deploying a Web-Based Permitting, Licensing and Code Enforcement Software](#) with OpenGov, Inc., in an Amount not to Exceed \$43,405
 - T. Consideration of a Motion [Authorizing Staff to Proceed with the Clarendon Hills Crosswalk Pedestrian Signal Project Clarendon Hills Road](#) at Hinsdale South High School 7400 Block of Clarendon Hills Road in an Amount not to Exceed \$56,200
 - U. Consideration of a Motion to Approve a Resolution Accepting a Proposal from TAPCO for the [Purchase of Two \(2\) Pedestrian Crosswalk Signalization System](#) for the Crosswalk Applications at Clarendon Hills Road at Hinsdale South High School at an Amount not to Exceed \$23,147.68
17. New Business
- A. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Apex Industrial Automation, LLC, for the [Removal, Rebuilding and Installation of Four Pumps at Plants #2 and 75th Street](#) in an Amount of \$15,287.00
 - B. Consideration of a Motion Approving a [Contingency in the Amount of \\$14,000 Due to Unforeseen Deficiencies or Casing Damages that May be Discovered During the Overhauling of the Pumps](#)
 - C. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of the Phase 2-Leak Logger Program](#), Consisting of 146 Leak Logger Units from Gutermann Inc., in an Amount Not to Exceed \$219,191.70

- D. Consideration of a Motion to Approve a Resolution Authorizing for a Memorandum of Understanding Agreement of the [Route 66 Community Monument Sign](#) for the Location at 1000 N. Frontage Road with a Onetime Financial Partnership Investment of \$300 Payable to Heritage Corridor Convention and Visitors Bureau
 - E. Consideration of a Motion [Authorizing Staff to Install the Route 66 Monument](#) in an Amount not to Exceed \$2,300
 - F. Consideration of a Motion to Approve a Resolution Accepting a Proposal from the Hidden Gardens in an Amount not to Exceed \$10,100 for [Replacement Plants at City's Entrance Way Signs](#)
 - G. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Fox Landscape Supply in an Amount not to Exceed \$5,500 for [Out Cropping Stone for the City's Entrance Way Signs](#)
 - H. Consideration of a Motion to Approve a Resolution Accepting a Proposal from JC Landscaping and Tree Services in an Amount not to Exceed \$11,400 for the [Planting and Placement of the Outcropping Stone](#)
 - I. Consideration of a Motion to Approve a [Contingency in the Amount of \\$4,000 for Compost, Topsoil, Additional Plantings and Labor Costs](#) as they would Relate to the Enhancements for the Project (2023 Landscape Maint-ROW)
 - J. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Monroe Truck Equipment for the [Purchase of Snow Plow Equipment Package, Lighting Accessories, and Hydraulic Controls](#), for the 2022 Ford F-450 Model, in an Amount not to Exceed \$26,793
 - K. Consideration of a Motion Authorizing the Mayor to Accept a Proposal from AIS, Inc. for the [Upgrade and Replacement of the City's Firewalls Including Labor](#) in an Amount not to Exceed \$32,792
 - L. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Approve an Agreement with MC Squared Energy Services, LLC. (MC2) to Provide Full-Requirements of [Electricity Supply and Related Services for the City's Electric Aggregation Program](#)
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE MAY 15, 2023 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:26 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

MAY 15, 2023

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

Jonathan, Tracy & Laura Johnson led the Council and audience in the Pledge of Allegiance.

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

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

Absent: Eric K. Gustafson

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

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

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

There were none.

6. **APPROVAL OF MINUTES** – May 1, 2023

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve the minutes of the City Council Meeting of May 1, 2023.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Leganski received communication from Debbie Nelson regarding weeds in her yard from Condominium Association property. Director Gombac stated weeds, grasses, or native plantings over eight inches tall are in violation of property maintenance code and should be reported to the City. Administrator Vana noted a violation notice is sent prior to issuance of ticket. Director Gombac reviewed seven-day notice process.

Alderman Sullivan...

...received inquiries regarding reopening of Meyer Woods on Oldfield Road; it is scheduled for Memorial Day weekend. She noted Darien Park District did an excellent job done with new pavilion, playground wall and maintenance of equipment.

...noted quotes were received to repair sidewalk on North Frontage Road and will be reviewed by Municipal Services Committee.

Alderman Kenny received communication regarding fence along North Frontage Road.

8. **MAYORS REPORT**

A. MAYORAL PROCLAMATION “MOTORCYCLE AWARENESS MONTH” (MAY 2023)

Mayor Marchese read the proclamation into record declaring the month of May as Motorcycle Awareness Month.

B. CONSIDERATION OF A MOTION TO ADVISE AND CONSENT THE APPOINTMENT OF JONATHAN JOHNSON TO THE PLANNING AND ZONING COMMISSION

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

Mayor Marchese stated appointment fulfills vacancy left by Alderman Stompanato.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Jonathan Johnson.

C. CONSIDERATION OF A MOTION TO ADVISE AND CONSENT OF THE APPOINTMENT OF SHARI GILLESPIE TO THE ECONOMIC DEVELOPMENT COMMITTEE

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

Mayor Marchese stated appointment fulfills vacancy left by Nick Pitzer, who has submitted his resignation.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Mayor Marchese...

... noted Darien is served by High School Districts 86 and 99. He acknowledged receipt of communication received from Lauren Miholic, Communications Specialist, Community High School District 99. Mayor Marchese congratulated Ted Dulles, Alan Kwak, Taran Sooranahalli, and South High School teacher Brandy Palmerin, for being named State winner for Illinois in the 2022-2023 Samsung "Solve for Tomorrow" contest.

As part of winning, Downers Grove South High School will receive a \$12,000 prize package including products and classroom resources, plus the opportunity to work with a Samsung employee mentor.

...announced Darien Dash will take place on Sunday, May 21, which starts at Darien Swim and Recreation Club. He stated a send-off for Paige Hollendonner, Miss Northern Suburbs, is planned; he encouraged attendance to cheer her on as she competes in "Miss America" contest.

9. **CITY CLERK'S REPORT**

Clerk Ragona announced City offices will be closed on Monday, May 29, in observance of Memorial Day.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT

Chief Thomas stated in 1962 President Kennedy and Congress deemed the week that May 15 falls within to be National Police Week to honor police officers who risk their lives every day in the line of duty. He noted in 2022 there were 323 officers shot, 60 officers killed by gunfire, and 246 officers that died in the line of duty (eight from Illinois and two of which were personal friends from Aurora Police Department). There were 22 use of force situations in Darien; he commended Darien police officers for ensuring the safety of residents.

Chief Thomas stated the Police Department is involved in supporting Special Olympics; donations will be accepted for fundraiser "Cop on Top" on Friday, May 19, at Dunkin Donuts on Cass Avenue.

B. MUNICIPAL SERVICES

Director Gombac stated work began for traffic signal at 67th & Clarendon Hills Road. For questions regarding signal and sidewalk, call 630-353-8105.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 22-23-26

It was moved by Alderwoman Sullivan and seconded by Alderman Schauer to approve payment of Warrant Number 22-23-26 in the amount of \$576,558.30 from the enumerated funds for a total to be approved of \$576,558.30.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. WARRANT NUMBER 23-24-02

It was moved by Alderman Kenny and seconded by Alderman Stompanato to approve payment of Warrant Number 23-24-02 in the amount of \$183,723.30 from the enumerated funds, and \$354,487.59 from payroll funds for the period ending 05/04/23 for a total to be approved of \$538,210.89.

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

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for June 5, 2023 at 6:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for May 22, 2023 at 6:00 P.M.

Police Committee – Chairman Kenny stated the minutes of the January 16, 2023 meeting were approved and submitted to the Clerk’s Office. He announced the Police Committee meeting is scheduled for June 19, 2023 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

Mayor Marchese stated New Business Item A was moved to the Consent Agenda as Item C.

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

A. CONSIDERATION OF A MOTION TO APPROVE:

- **THE ANNUAL FOURTH OF JULY PARADE ON TUESDAY, JULY 4, 2023, BEGINNING AT 9:30 A.M., SPONSORED BY THE DARIEN LIONS CLUB AND**
- **AUTHORIZING THE POLICE DEPARTMENT TO ASSIST IN TRAFFIC CONTROL AND AUTHORIZING THE TEMPORARY CLOSURE OF STREETS FOR THE FOURTH OF JULY PARADE: FROM THE JEWEL PARKING LOT, NORTH ON CASS AVENUE TO 71ST STREET; EAST ON 71ST STREET TO CLARENDON HILLS ROAD; SOUTH ON CLARENDON HILLS ROAD TO HINSDALE SOUTH HIGH SCHOOL**

B. CONSIDERATION OF A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE CLASS “J” TEMPORARY LIQUOR LICENSE FOR THE DARIEN LIONS CLUB

C. RESOLUTION NO. R-47-23 A RESOLUTION TO ACCEPT A PROPOSAL FROM SUBURBAN LABORATORIES, INC. FOR THE 2023/24 BACTERIOLOGICAL AND CHEMICAL/RADIOLOGICAL/LT2 WATER SAMPLING PROGRAM IN AN AMOUNT NOT TO EXCEED \$9,640.00

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

Results: Ayes 6, Nays 0, Absent 1
MOTION DULY CARRIED

17. **NEW BUSINESS**

There was no New Business.

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

Alderwoman Sullivan announced Save the Date for summer concert series and event at Carriage Greens Country Club are featured in Direct Connect. Thursday concert dates are June 29 (Beyond the Blonde), July 27 (The Mix) and August 31 (Reckless); an Oktoberfest, in conjunction with Darien Lions Club, will be held on Saturday, September 23.

Mayor Marchese received communication from Kathy Street, Darien Garden Club, announcing Garden Bazaar and Plant Sale to be held on Saturday, June 3, at St. John Lutheran Church from 9:00 A.M. – 3:00 P.M. A Pollinator Week celebration will be held on Sunday, June 25, at Indian Prairie Public Library from 1:00 – 3:00 P.M. Mayor Marchese stated he was proud of the Darien Garden Club for beautifying our City.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 7:53 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 05-15-23. Minutes of 05-15-23 CCM.

DRAFT



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 5, 2023**

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

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

General Fund		\$9,107.58
Water Fund		\$1,749.39
Motor Fuel Tax Fund		\$4,711.29
Water Depreciation Fund		
Special Service Area Tax Fund		
Stormwater Management Fund		
E-Citation Fund		
Capital Improvement Fund		
State Drug Forfeiture Fund		
Federal Equitable Sharing Fund		
DUI Technology Fund		
	Subtotal:	<u>\$15,568.26</u>
General Fund Payroll	\$	-
Water Fund Payroll	\$	-
	Subtotal:	<u>\$ -</u>
Total to be Approved by City Council:		<u>\$ 15,568.26</u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 4/21/2023 Through 4/21/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
MECO CONSULTING GROUP LLC	COMMUNICATIONS- MAY 2023	AP060523-FY23	4239	Public Relations	2,800.00
MECO CONSULTING GROUP LLC	CREDIT FOR VOIDED CHECKS	APCREDIT060...	4239	Public Relations	(2,800.00)
OELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES/CH- APRIL 2023	AP060523-FY23	4219	Liability Insurance	220.00
				Total Administration	220.00

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 4/21/2023 Through 4/21/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DUPAGE MAYORS MANAGERS CONF.	2023 SPRINGFIELD DRIVE DOWN- MAYOR MARCHESE	AP060523-FY23	4213	Dues and Subscriptions	385.00
DUPAGE MAYORS MANAGERS CONF.	2023 SPRINGFIELD DRIVE DOWN- VANA	AP060523-FY23	4213	Dues and Subscriptions	385.00
DUPAGE MAYORS MANAGERS CONF.	2023 SPRINGFIELD DRIVE DOWN- KENNY	AP060523-FY23	4213	Dues and Subscriptions	385.00
DUPAGE MAYORS MANAGERS CONF.	2023 SPRINGFIELD DRIVE DOWN- SULLIVAN	AP060523-FY23	4213	Dues and Subscriptions	385.00
				Total City Council	1,540.00

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 4/21/2023 Through 4/21/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING REVIEW OF PLAT, PLANS FOR PATIO -8165 CHAPMAN CT	AP060523-FY23	4328	Const/Prof Reimbursable	315.00
CHRISTOPHER B. BURKE ENG, LTD	REVIEW FOR DEVELOPMENT POTENTIAL (Floodplain)-7317 ELEANOR	AP060523-FY23	4328	Const/Prof Reimbursable	315.00
CHRISTOPHER B. BURKE ENG, LTD	SITE VISIT- IN-GROUND POOL /8813 DONEGAL DR	AP060523-FY23	4328	Const/Prof Reimbursable	75.00
ELEVATOR INSPECTION SERVICE CO	NEW ELEVATOR INSPECTION- HINSDALE SOUTH HS	AP060523-FY23	4328	Const/Prof Reimbursable	32.00
OELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES/CD- APRIL 2023	AP060523-FY23	4219	Liability Insurance	1,792.50
				Total Community Development	2,529.50

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/21/2023 Through 4/21/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ADVANCE AUTO PARTS	FILTER FOR #112	AP060523-FY23	4229	Maintenance - Vehicles	11.60
HOME DEPOT	MAINTENANCE SUPPLIES	AP060523-FY23	4219	Liability Insurance	12.47
HOME DEPOT	MAINTENANCE SUPPLIES	AP060523-FY23	4223	Maintenance - Building	3.47
HOME DEPOT	MAINTENANCE SUPPLIES	AP060523-FY23	4223	Maintenance - Building	310.21
HOME DEPOT	MAINTENANCE SUPPLIES	AP060523-FY23	4225	Maintenance - Equipment	261.05
HOME DEPOT	MAINTENANCE SUPPLIES	AP060523-FY23	4257	Supplies - Other	238.23
NILA SHAH	SPRINKLER REPAIR	AP060523-FY23	4257	Supplies - Other	120.00
NILA SHAH	APCREDIT060523-FY23-2	APCREDIT060...	4257	Supplies - Other	(120.00)
SEASON COMFORT, CORP.	FURNACE MAINTENANCE- CITY HALL	AP060523-FY23	4223	Maintenance - Building	273.75
				Total Public Works, Streets	1,110.78

**CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/21/2023 Through 4/21/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
COMPSYCH CORPORATION	EAP SERVICE FOR POLICE DEPT (Final Year)	AP060523-FY23	4205	Boards and Commissions	1,825.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL - POLICE DEPT	AP060523-FY23	4271	Utilities (Elec,Gas,Wtr,Sewer)	178.30
NELSON SERVIN	STREET COP CONFERENCE- NASHVILLE 2023	AP060523-FY23	4263	Training and Education	599.00
OELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES/PD- APRIL 2023	AP060523-FY23	4219	Liability Insurance	55.00
PHYLAX SOLUTIONS LLC	POLICE K9 UNIT MAINT TRAINING- MARCH 2023	AP060523-FY23	4263	Training and Education	1,050.00
				Total Police Department	3,707.30
				Total General Fund	9,107.58

**CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 4/21/2023 Through 4/21/2023**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ADVANCE AUTO PARTS	LOCK NUT	AP060523-FY23	4225	Maintenance - Equipment	19.50
DUPAGE COUNTY PUBLIC WORKS	DISPOSAL OF VACUUM WASTE	AP060523-FY23	4231	Maintenance - Water System	720.00
DUPAGE COUNTY PUBLIC WORKS	CITY HALL SEWER BILL (2-22-23 thru 4-14-23)	AP060523-FY23	4271	Utilities (Elec,Gas,Wtr,Sewer)	33.26
HOME DEPOT	MAINTENANCE SUPPLIES	AP060523-FY23	4223	Maintenance - Building	113.93
HOME DEPOT	MAINTENANCE SUPPLIES	AP060523-FY23	4231	Maintenance - Water System	862.70
				Total Public Works, Water	1,749.39
				Total Water Fund	1,749.39

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 4/21/2023 Through 4/21/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3018018402 OSW CIR 75TH ST ADAMS, DARIEN	AP060523-FY23	4840	Street Lights	832.74
AEP ENERGY	3017243669 2510 ABBAY DR LOT 278, DARIEN	AP060523-FY23	4840	Street Lights	501.25
AEP ENERGY	3017243647 75TH ST LEGS STREET LGT //CASS	AP060523-FY23	4840	Street Lights	338.29
MORTON SALT, INC.	ROCK SALT DELIVERY (4-28-23)	AP060523-FY23	4249	Salt	1,561.62
MORTON SALT, INC.	ROCK SALT DELIVERY 4-27-23	AP060523-FY23	4249	Salt	1,477.39
				Total MFT Expenses	4,711.29
				Total Motor Fuel Tax	4,711.29
Report Total					15,568.26

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
June 5, 2023**

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

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

General Fund				\$151,483.89
Water Fund				\$64,638.59
Motor Fuel Tax Fund				
Water Depreciation Fund				\$6,066.00
Special Service Area Tax Fund				
Stormwater Management Fund				
E-Citation Fund				
Capital Improvement Fund				2,548.00
State Drug Forfeiture Fund				
Federal Equitable Sharing Fund				
DUI Technology Fund				
			Subtotal:	<u>\$224,736.48</u>
General Fund Payroll	05/18/23	\$	241,962.69	
Water Fund Payroll	05/18/23	\$	32,474.24	
General Fund Payroll	06/01/23	\$	260,930.89	
Water Fund Payroll	06/01/23	\$	33,280.21	
			Subtotal:	<u>\$ 568,648.03</u>
Total to be Approved by City Council:				<u>\$ 793,384.51</u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 5/16/2023 Through 6/5/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	PINTLE HOOKS	AP060523-FY24	4229	Maintenance - Vehicles	590.00
AIS	PROFESSIONAL SERVICES AND CLOUD HOSTING- JUNE 2023	AP060523-FY24	4325	Consulting/Professional	8,021.49
AIS	SPAM FILTERING- JUNE 2023	AP060523-FY24	4325	Consulting/Professional	2,070.00
AIS	SECURE EMAIL- JUNE 2023	AP060523-FY24	4325	Consulting/Professional	15.50
AIS	BACK UP SERVICE- JUNE 2023	AP060523-FY24	4325	Consulting/Professional	1,550.00
CHRONICLE MEDIA LLC	LEGAL NOTICE: AMEND 30 DAY RENTAL ZONING ORDINANCE	AP060523-FY24	4221	Legal Notices	63.00
COMCAST	SIP SERVICE FOR CH & PD - MAY 2023	AP060523-FY24	4267	Telephone	471.35
COMCAST BUSINESS	8771201210533059 FAX MACHINE- (5-7-23 thru 6-6-23)	AP060523-FY24	4267	Telephone	62.64
COMCAST BUSINESS	CABLE TV FOR CITY HALL	AP060523-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	84.16
FOREST AWARDS AND ENGRAVING	LOU MALLERS- MAGNETIC BADGE	AP060523-FY24	4253	Supplies - Office	18.25
FOREST AWARDS AND ENGRAVING	MAGNETIC BADGES- ALDERMAN STOMPANATO & ALDERMAN LEGANSKI	AP060523-FY24	4253	Supplies - Office	26.75
GOVTEMPSUSA LLC	VANA (5-7-23)	AP060523-FY24	4325	Consulting/Professional	3,552.00
GOVTEMPSUSA LLC	VANA BONUS	AP060523-FY24	4325	Consulting/Professional	5,620.55
GOVTEMPSUSA LLC	VANA (5-14-23)	AP060523-FY24	4325	Consulting/Professional	3,552.00
IMPACT NETWORKING, LLC	COPIER SERVICE AGREEMENTS- CH	AP060523-FY24	4225	Maintenance - Equipment	59.00
MECO CONSULTING GROUP LLC	COMMUNICATIONS- MAY 2023	AP060523-FY24	4239	Public Relations	2,800.00
ODP BUSINESS SOLUTIONS	SD CARDS	AP060523-FY24	4253	Supplies - Office	34.99

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 5/16/2023 Through 6/5/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ODP BUSINESS SOLUTIONS	JANITORIAL & OTHER SUPPLIES FOR CH	AP060523-FY24	4253	Supplies - Office	81.68
ODP BUSINESS SOLUTIONS	CALCULATOR INK	AP060523-FY24	4253	Supplies - Office	6.29
ODP BUSINESS SOLUTIONS	SD CARDS	AP060523-FY24	4253	Supplies - Office	34.99
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES FOR CH	AP060523-FY24	4253	Supplies - Office	80.98
ODP BUSINESS SOLUTIONS	CORRECTION TAPE	AP060523-FY24	4253	Supplies - Office	18.44
ODP BUSINESS SOLUTIONS	CORRECTION TAPE-CH	AP060523-FY2...	4253	Supplies - Office	18.44
ODP BUSINESS SOLUTIONS	APCREDIT060523-FY24-2	APCREDIT060...	4253	Supplies - Office	(18.44)
PM PRINTING INC.	LETTERHEAD STATIONARY	AP060523-FY24	4235	Printing and Forms	688.50
				Total Administration	29,502.56

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 5/16/2023 Through 6/5/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DUPAGE MAYORS MANAGERS CONF.	2023-24 CONFERENCE MEMBERSHIP DUES	AP060523-FY24	4213	Dues and Subscriptions	14,534.17
				Total City Council	14,534.17

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 5/16/2023 Through 6/5/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DON MORRIS ARCHITECTS P.C.	BUILDING INSPECTIONS- MAY 2023	AP060523-FY24	4325	Consulting/Professional	5,650.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS- MAY 2023	AP060523-FY24	4325	Consulting/Professional	4,210.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION- 7800 CASS AVE	AP060523-FY24	4328	Const/Prof Reimbursable	25.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION - 8301 CASS AVE	AP060523-FY24	4328	Const/Prof Reimbursable	25.00
PM PRINTING INC.	FENCE PERMITS	AP060523-FY24	4235	Printing and Forms	<u>175.00</u>
				Total Community Development	10,085.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 5/16/2023 Through 6/5/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1710 PLAINFIELD RD	AP060523-FY24	4223	Maintenance - Building	105.00
ALTA CONSTRUCTION EQUIPMENT IL	TIRE FOR 201	AP060523-FY24	4229	Maintenance - Vehicles	589.67
ALTA CONSTRUCTION EQUIPMENT IL	TIRE FOR SHOP	AP060523-FY24	4229	Maintenance - Vehicles	927.68
ALTA CONSTRUCTION EQUIPMENT IL	FILTERS FOR STOCK	AP060523-FY24	4229	Maintenance - Vehicles	137.81
BANNERVILLE USA INC	SPRING LIGHT POLE BANNERS	AP060523-FY24	4257	Supplies - Other	4,987.50
CASE LOTS, INC.	JANITORIAL SUPPLIES- PW	AP060523-FY24	4223	Maintenance - Building	694.35
CHRISTOPHER B. BURKE ENG, LTD	SITE EVALUATION / LANDSCAPE OPTIONS- AILSWORTH & STEWERT	AP060523-FY24	4325	Consulting/Professional	197.00
CHRISTOPHER B. BURKE ENG, LTD	ROW, FIELD LAYOUT, MEETING RE: 79TH ST SIDEWALKS	AP060523-FY24	4325	Consulting/Professional	4,132.17
CHRISTOPHER B. BURKE ENG, LTD	CLARENDON HILLS RD SIDEWALK LAYOUT, MEETING AND STAKING ROW	AP060523-FY24	4325	Consulting/Professional	4,914.23
CINTAS #769	MAT RENTAL- CITY HALL 5-18-23	AP060523-FY24	4223	Maintenance - Building	54.12
CINTAS #769	MAT RENTAL POLICE DEPT 5-18-23	AP060523-FY24	4223	Maintenance - Building	83.40
CINTAS #769	MAT RENTAL PUBLIC WORKS 5-18-23	AP060523-FY24	4223	Maintenance - Building	26.31
CLEAN SWEEP /LRS	STREET SWEEPING 5-8-23	AP060523-FY24	4373	Street Sweeping	4,460.93
COM ED	0788310001 1041 S FRONTAGE	AP060523-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN	AP060523-FY24	4219	Liability Insurance	37.79
GRAINGER	70W HAL BULB	AP060523-FY24	4223	Maintenance - Building	7.40
IMPACT NETWORKING, LLC	COPIER SERVICE AGREEMENTS- PW	AP060523-FY24	4225	Maintenance - Equipment	59.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 5/16/2023 Through 6/5/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
IMPERIAL SUPPLIES LLC	PRESSURE WASHER	AP060523-FY24	4259	Small Tools & Equipment	967.96
IMPERIAL SUPPLIES LLC	MOBILE GENERATOR	AP060523-FY24	4259	Small Tools & Equipment	1,263.10
INTERSTATE BATTERY SYSTEM	BATTERY FOR 400	AP060523-FY24	4229	Maintenance - Vehicles	155.00
M & M HOME REMODELING SERVICES	NEW ROOF- 1041 S FRONTAGE RD (PW)	AP060523-FY24	4223	Maintenance - Building	51,500.00
NICOR GAS	NICOR GAS -CITY HALL (4-25 thru 5-23-23)	AP060523-FY24	4271	Utilities (Elec,Gas,Wtr,Sewer)	180.73
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN-COLANT	AP060523-FY24	4219	Liability Insurance	71.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN-MACAS	AP060523-FY24	4219	Liability Insurance	71.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN-PESLAK	AP060523-FY24	4219	Liability Insurance	71.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN-SAENZ	AP060523-FY24	4219	Liability Insurance	71.00
OCCUPATIONAL HEALTH CENTERS	PRE-EMPLOYMENT DRUG SCREEN	AP060523-FY24	4219	Liability Insurance	142.00
ODP BUSINESS SOLUTIONS	TONER	AP060523-FY24	4253	Supplies - Office	67.69
SERVICE INDUSTRIAL SUPPLY INC.	PARTS FOR HYDRO-SEEDER	AP060523-FY24	4257	Supplies - Other	366.18
SHREVE SERVICES INC	TOPSOIL	AP060523-FY24	4257	Supplies - Other	1,392.00
SHREVE SERVICES INC	TOPSOIL	AP060523-FY24	4257	Supplies - Other	1,584.00
SNAP ON INDUSTRIAL	MAINTENANCE EQUIPMENT	AP060523-FY24	4225	Maintenance - Equipment	341.08
STATE CHEMICAL SOLUTIONS	SHOP SUPPLIES	AP060523-FY24	4223	Maintenance - Building	535.21
STEVE PIPER & SONS, INC.	TUB GRINDING 5-10-23	AP060523-FY24	4243	Rent - Equipment	1,748.00
TAMELING INDUSTRIES	SAND FOR BACK-FILL 5-8-23 and 5-6-23	AP060523-FY24	4257	Supplies - Other	679.40
TRAFFIC CONTROL AND PROTECTION	NO PARKING SIGN	AP060523-FY24	4257	Supplies - Other	152.45
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP060523-FY24	4223	Maintenance - Building	67.47
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP060523-FY24	4223	Maintenance - Building	86.21
VULCAN CONSTRUCTION MATERIALS	BEDDING STONE 5-3-23	AP060523-FY24	4257	Supplies - Other	858.06
WHOLESALE DIRECT, INC.	VEHICLE MAINTENANCE	AP060523-FY24	4229	Maintenance - Vehicles	388.50

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 5/16/2023 Through 6/5/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WORK N GEAR	CORNEILS- CLOTHING	AP060523-FY24	4269	Uniforms	95.17
				Total Public Works, Streets	84,324.66

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 5/16/2023 Through 6/5/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DUPAGE METROPOLITAN ENF GROUP	FY24 FAIR SHARE CONTRIBUTION	AP060523-FY24	4337	Dumeg/Fiat/Child Center	17,680.00
DUPAGE METROPOLITAN ENF GROUP ITOA	APCREDIT060523-FY24 OFFICER SOMOGYE- SHOOT HOUSE INSTRUCTOR COURSE	APCREDIT060... AP060523-FY24	4337 4263	Dumeg/Fiat/Child Center Training and Education	(17,680.00) 1,015.00
LAW ENFORCEMENT SEMINARS LLC	SGT LOREK- INTERNAL AFFAIRS INVESTIGATION	AP060523-FY24	4263	Training and Education	425.00
LAW ENFORCEMENT SEMINARS LLC	SGT JUMP- INTERNAL AFFAIRS INVESTIGATION	AP060523-FY24	4263	Training and Education	425.00
MERIT	MERIT- 2023/2024 DUES	AP060523-FY24	4337	Dumeg/Fiat/Child Center	6,500.00
NORTHEAST MULTIREGIONAL TRNG	DARIEN POLICE DEPT MEMBERSHIP (7-1-23 thru 6-30-24)	AP060523-FY24	4263	Training and Education	3,230.00
NORTHEAST MULTIREGIONAL TRNG	OFFICER SOMOGYE- BUILDING ENTRY AND PATROL TACTICS	AP060523-FY24	4263	Training and Education	175.00
NORTHEAST MULTIREGIONAL TRNG	SGT JUMP- BASIC SWAT OPERATION	AP060523-FY24	4263	Training and Education	150.00
NORTHWESTERN UNIVERSITY	SGT KOSIENIAK -SUPERVISION OF POLICE PERSONNEL	AP060523-FY24	4263	Training and Education	1,100.00
WAREHOUSE DIRECT	FREIGHT CHARGE FOR TONER DELIVERY	AP060523-FY24	4225	Maintenance - Equipment	17.50
Total Police Department					13,037.50
Total General Fund					151,483.89

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 5/16/2023 Through 6/5/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	PINTLE KIT FOR 403	AP060523-FY24	4229	Maintenance - Vehicles	215.92
A&W TRAILER LLC	TILT TRAILER	AP060523-FY24	4815	Equipment	15,039.00
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1702 PLAINFIELD RD	AP060523-FY24	4223	Maintenance - Building	105.00
AMALGAMATED BANK OF CHICAGO	OBLIGATION BONDS SERIES 2018- BOND ISSUE 6760	AP060523-FY24	4950	Debt Retire-Water Refunding	36,075.00
AMALGAMATED BANK OF CHICAGO	REGISTRAR & PAYING AGENT FEES (GO BOND SERIES 2018)	AP060523-FY24	4950	Debt Retire-Water Refunding	475.00
BANK OF NEW YORK MELLON	GO REFUNDING 2012 ADMIN FEE	AP060523-FY24	4950	Debt Retire-Water Refunding	428.00
CENTRAL SOD FARMS	SOD PURCHASE 5-11-23	AP060523-FY24	4231	Maintenance - Water System	330.00
CENTRAL SOD FARMS	SOD PURCHASE 5-10-23	AP060523-FY24	4231	Maintenance - Water System	750.00
CENTRAL SOD FARMS	SOD PURCHASE 5-17-23	AP060523-FY24	4231	Maintenance - Water System	360.00
CINTAS #769	MAT RENTAL PUBLIC WORKS 5-18-23	AP060523-FY24	4223	Maintenance - Building	26.30
CORE & MAIN	MARKING FLAGS	AP060523-FY24	4231	Maintenance - Water System	128.87
IMPACT NETWORKING, LLC	HP CONTRACT	AP060523-FY24	4225	Maintenance - Equipment	34.16
RED WING SHOES	SCHUSTER- BOOTS	AP060523-FY24	4269	Uniforms	157.24
SERVICE INDUSTRIAL SUPPLY INC.	FIRE HOSE FITTINGS	AP060523-FY24	4231	Maintenance - Water System	163.16
SERVICE INDUSTRIAL SUPPLY INC.	PARTS FOR HYDRO-SEEDER	AP060523-FY24	4231	Maintenance - Water System	366.17
SHREVE SERVICES INC	TOPSOIL	AP060523-FY24	4231	Maintenance - Water System	1,392.00
SHREVE SERVICES INC	TOPSOIL	AP060523-FY24	4231	Maintenance - Water System	2,000.00
SITE ONE LANDSCAPE SUPPLY	LESCO SEED STARTER	AP060523-FY24	4231	Maintenance - Water System	291.53
UNDERGROUND PIPE & VALVE CO.	VALVE BOX	AP060523-FY24	4231	Maintenance - Water System	1,090.00
VERIZON WIRELESS	SCADA- JUNE 2023	AP060523-FY24	4267	Telephone	125.14
VULCAN CONSTRUCTION MATERIALS	BEDDING STONE 5-3-23	AP060523-FY24	4231	Maintenance - Water System	974.60
WATER PRODUCTS - AURORA	EMERG REPAIR- WATER MAIN INSTALL -SEMINOLE/HICKORY	AP060523-FY24	4231	Maintenance - Water System	2,239.50
ZIEBELL WATER SERVICE PRODUCTS	FIRE HYDRANT PARTS	AP060523-FY24	4231	Maintenance - Water System	1,872.00

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 5/16/2023 Through 6/5/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Public Works, Water	64,638.59
				Total Water Fund	64,638.59

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 5/16/2023 Through 6/5/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
MONROE TRUCK EQUIPMENT	LIGHTING FOR #500	AP060523-FY24	4815	Equipment	6,066.00
				Total Depreciation Expenses	6,066.00
				Total Water Depreciation Fund	6,066.00

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 5/16/2023 Through 6/5/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CLEAN SOILS CONSULTING LLC	79TH ST SIDEWALK	AP060523-FY24	4380	Sidewalk Replacement Progr...	1,139.00
CLEAN SOILS CONSULTING LLC	CLARENDON HILLS SIDEWALK	AP060523-FY24	4380	Sidewalk Replacement Progr...	1,409.00
				Total Capital Fund Expenditures	2,548.00
				Total Capital Improvement Fund	2,548.00
Report Total					224,736.48

AGENDA MEMO
CITY COUNCIL
JUNE 5, 2023

ISSUE STATEMENT

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

AND

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

AND

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

AND

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

AND

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

AND

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

BACKGROUND/HISTORY

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

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

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

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

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

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

Given the proposed sign detail, location, and its electronic messaging component, a series of variations is required for the sign. See full agenda memo presented to the Planning and Zoning Commission on April 19, 2023, labeled as [Attachment C](#). The minutes from the PZC are included and labeled as [Attachment D](#). The following is a list of variation requests associated with the sign and each specific code section:

- **Sections 4-3-7(A)(11), 4-3-7(C)(4), and 4-3-10(B): General Sign Regulations, Illumination of Signs, and Permitted Signs in Business Districts**
Variation requests to allow for the construction/installation of a marquee sign containing electronic messaging panels and to permit illuminated signage with changing light intensity, brightness, and color.
- **Section 4-3-7(E): Placement of Signs on Lots**
Variation request to place a sign and its foundation at a zero (0) foot setback from property line (i.e. right-of-way). The code requires a setback of four (4) feet minimum.
- **Section 4-3-7(F): Placement of Signs on Corner Lots**
Variation request to place a sign within the triangular area formed. The triangular area is measured from the point of two (2) intersecting streets to start, then along their right-of-way lines at a distance of twenty-five (25) feet to create the other triangular points. For this case, the triangular area is formed from the intersection of Plainfield Road/Cass Avenue.
- **Section 4-3-10(B)(3): Area of Permitted Ground Sign**
Variation request to allow 90.2 square feet of sign area per side. The code permits a maximum of 60 square feet of sign area per side for ground signs. The proposed sign has three (3) sides with 90.2 square feet (60 regular sign face; 30.2 electronic messaging display) on each side.

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

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

Attached and labeled as [Attachment E](#) is the Plat of Easement required for the City to construct and maintain a specific area as defined within the marquee panel easement agreement. Upon execution of the Mylar the plat will be recorded by the DuPage County Clerk's office.

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

Attached and labeled as [Attachment F](#), is a proposal from Belmont Digital for the following:

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

Installation and setup for the panels and connectivity

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

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

Steel Fabrication and Foundations

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

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

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

Modular Stone Wall

Pier Columns x 3

Ornamental Grasses various varieties

Red Blooming Spirea

Vinca Groundcover

Topsoil and Mulch

Outcropping-Large Stone

Irrigation System

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

Low Voltage Lighting System

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

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

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

The proposed expenditure would be expended from the following account:

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

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

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

Utilities \$200

Landscape Maintenance \$4,000

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

STAFF RECOMMENDATION

Approval of,

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

AND

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

AND

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

AND

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

AND

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

AND

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

MSC MEETING – 05/22/2023

The Municipal Services Committee reviewed this petition at its May 22, 2023 meeting. City staff (i.e. petitioner) gave a presentation on the case and the Committee held a discussion. Staff raised three key points that were discussed by the Planning and Zoning Commission. The points pertain to limiting the sign's hours of operation, requiring all sign faces to display the same message and change at the same time, and whether the City can require all individual tenant signs to have the same back-panel color.

Given the fact there are no code restrictions for hours of operation in this case, the Committee did not recommend limiting the sign's hours, meaning the sign can stay on 24 hours a day. Staff did clarify that the brightness will be reduced during nighttime hours and that the illumination must comply with city code standards at all times. Consensus among the Committee is for all sign faces to display the same message and change at the same time. Note that a condition of approval specifying this is in the attached ordinance. Finally, staff explained that the City cannot condition all individual tenant signs to have the same back-panel color. In working with the building owner/management, there is an issue with trademark and identification for the business tenants in doing so. It should be

noted that other landmark (ground-mount signs) with multiple tenants around the City do not incorporate this feature.

The Committee made a motion to forward the case with a favorable recommendation to the City Council. The motion passed with a vote of 3-0, subject to the conditions noted in the attached approval ordinance.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 5, 2023, City Council agenda for formal consideration. *Please note the original sign/easement will be forwarded to the Mayor upon City Council Approval as agreed to by Counsel parties.*



Cadastral Real estate:

General Property Information:

PIN#
0928410045

Property Address:
**7702 S CASS AVE
DARIEN IL 60561**

Owner:
AWG DARIEN LLC

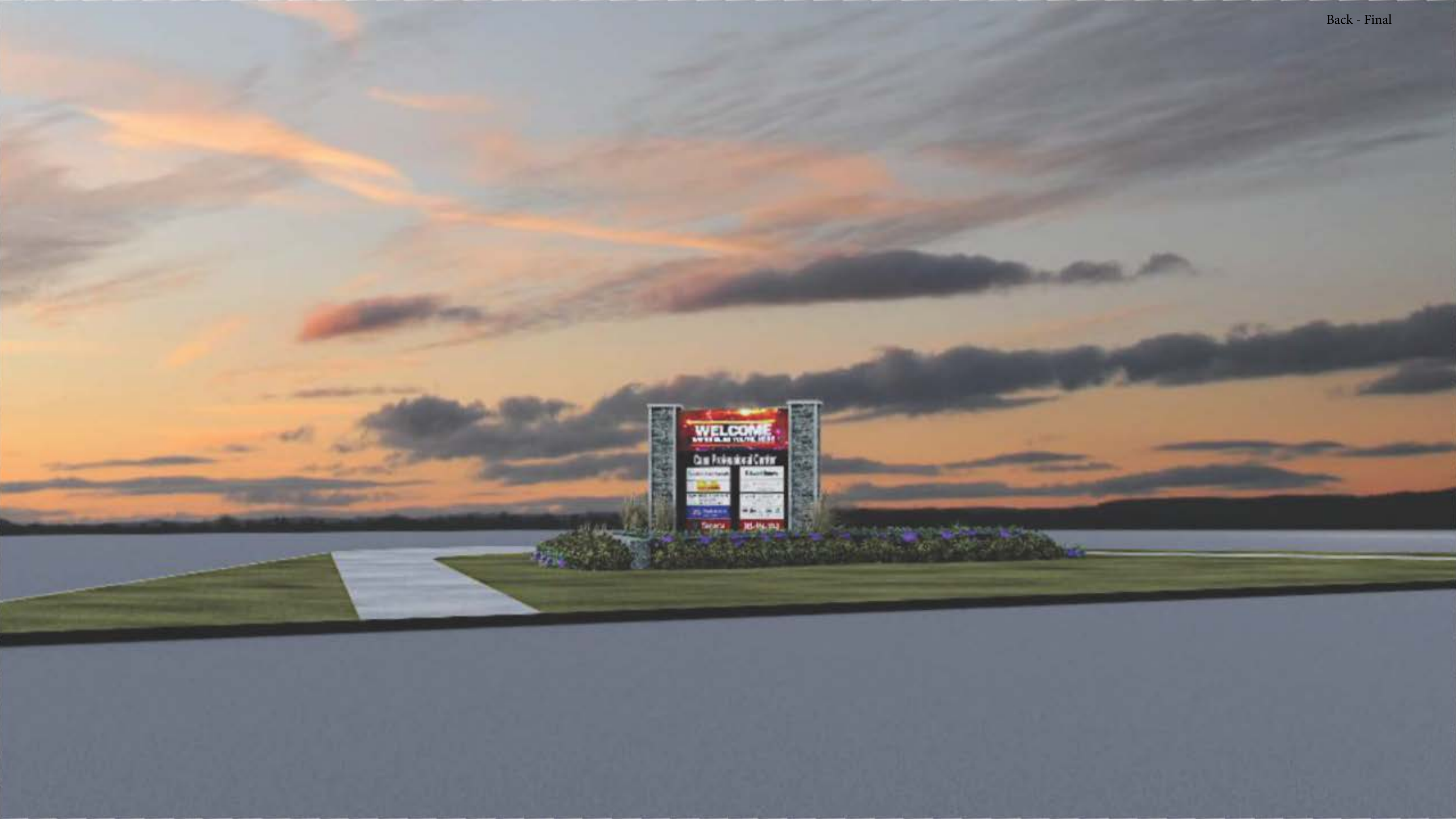
Property City: **Darien**
Property Class: **C**
Acreage: **0.69**
Acre_Source: **Calculated**

[Zoom to](#)

PLAINFIELD RD 31
LINDEN AV
CASS AV
NDEN AV

7500 R
305

City of DuPage, Esri Canada, Esri, HERE, Garmin, GeoTechnologies, Inc.





WELCOME
WE'RE GLAD YOU'RE HERE

Cass Professional Center

Holistic Health & Beauty	Edward Jones
Higher Health Chiropractic 1204904339 Dr. Amy M. Verasaceta	Michael Overmann, Ltd. 1204904339 1204904339
FARMERS INSURANCE	RELEX LOGISTICS INC.
SENECA	312-961-1743





10FT

8FT

6FT

2FT

WELCOME
WE'RE BLAD YOU'RE HERE

Cass Professional Center

 Holistic Health & Beauty	 Edward Jones
 Higher Health Chiropractic 533-433-0331 200 Area 70, Monticello	 Michael Overmann, Ltd. 1000 S. 1st St. Monticello, NY
 FARMERS INSURANCE	 RELEX LOGISTICS
 SENECA	312-961-1743



WELCOME
WE'RE BLAD YOU'RE HERE

Cass Professional Center

Edgewise Health & Beauty

MMA

Higher Health Chiropractic
800-493-6532
Dr. Kyle M. Markowitz

FARMERS
INSURANCE

SENECA

Edward Jones

cjb
CASS PROFESSIONAL CENTER
615-881-6111

Michael Overman, Ltd.
1000 W. Main St.
Rt. 1, Box 1000

RELEX
LOGISTICS INC.

312-961-1743

SIGN EASEMENT AGREEMENT

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

RECITALS:

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

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

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

(the "Subject Property")

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

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

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

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

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

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

GRANTOR:

CITY:

AWG Darien, L.L.C.

The City of Darien

By: 

By: _____

Name: R. Peter Giadla

Name:

Title: Manager

Title:

State of Illinois)
) SS
County of DuPage)

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

Dated: May 1, 2023

Notary Public: Jennifer Overmann

My commission expires: 02-10-26



State of Illinois)
) SS
County of DuPage)

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

Dated: May ___, 2023

Notary Public: _____

My commission expires: _____

Exhibit A
Easement Area

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



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

SCHOMIG LAND SURVEYORS, LTD.

PLAT OF MARQUEE SIGNAGE AND LANDSCAPE MAINTENANCE EASEMENT

EASEMENT LEGAL DESCRIPTION

THAT PART OF LOT 2 IN DALLNER'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT 651673, IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF LOT 2, 55.06 FEET TO THE SOUTHERLY LINE OF PLAINFIELD ROAD AS DEDICATED BY DOCUMENT R1981-030556; SAID POINT ALSO BEING THE NORTHERLY CORNER OF THE PROPERTY CONVEYED BY DOCUMENT R1988-093008; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, 15.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT PARCEL HEREON DESCRIBED, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY CONVEYED BY DOCUMENT R1988-093008; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, 19.58 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 37 SECONDS WEST, 20.00 FEET; THENCE NORTH 24 DEGREES 52 MINUTES 39 SECONDS WEST, 20.84 FEET; THENCE SOUTH 65 DEGREES 07 MINUTES 21 SECONDS WEST 40.00 FEET, ALONG A LINE 2.17 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 24 DEGREES 52 MINUTES 39 SECONDS WEST, 2.00 FEET TO A POINT ON A LINE THAT IS 0.17 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556, (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 65 DEGREES 07 MINUTES 21 SECONDS EAST, ALONG SAID PARALLEL LINE 57.76 FEET; THENCE SOUTH 57 DEGREES 29 MINUTES 02 SECONDS EAST, 15.96 FEET TO THE POINT OF BEGINNING, CONTAINING 564.7 SQUARE FEET, MORE OR LESS.

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

PIN 09-28-410-045-0000

PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE
CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss. 7702 CASS AVENUE,
DARIEN, ILLINOIS 60561

I AS R. PETER GIADLA AS MANAGER AND AUTHORIZED REPRESENTATIVE OF AWG DARIEN LLC,
DO HEREBY CERTIFY I MANAGE THE PROPERTY DESCRIBED AS:

THAT PART OF LOT 2 IN DALLNER'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN THE
EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952
AS DOCUMENT 651673, EXCEPT THEREFROM THE NORTHWESTERLY 50 FEET DEDICATED BY
DOCUMENT R1981-030556, AND EXCEPT THEREFROM THAT PART CONVEYED BY DOCUMENT
R1988-093008, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH MANAGER AND AUTHORIZED REPRESENTATIVE, I HAVE CAUSED THE SAID
PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF
DARIEN, FOR MARQUEE SIGNAGE AND LANDSCAPE MAINTENANCE PURPOSES DESCRIBED IN
THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND
VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF AWG
DARIEN, LLC.

DATED THIS _____ DAY OF _____ A.D. 20__

AUTHORIZED REPRESENTATIVE: _____
R. PETER GIADLA

PROPERTY MANAGER NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC
IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT R. PETER GIADLA
IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED HE IS THE MANAGER AND AUTHORIZED REPRESENTATIVE OF THE OWNER OF
SAID PROPERTY, AWG DARIEN LLC., AND THAT AS SUCH MANAGER, HE HAS CAUSED SAID
PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT FOR MARQUEE
SIGNAGE AND LANDSCAPE MAINTENANCE TO BE PREPARED AS MY FREE AND VOLUNTARY ACT
AND DEED FOR USES AND THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 20__

BY: _____
NOTARY PUBLIC.

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM,
LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE
PROPERTY DESCRIBED HEREON. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS
OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.
THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED
AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES. THIS PROFESSIONAL
SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A
BOUNDARY SURVEY.

BY: _____
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

SURVEY DATE: MARCH 7TH, 2023.

ORDERED BY: CITY OF DARIEN

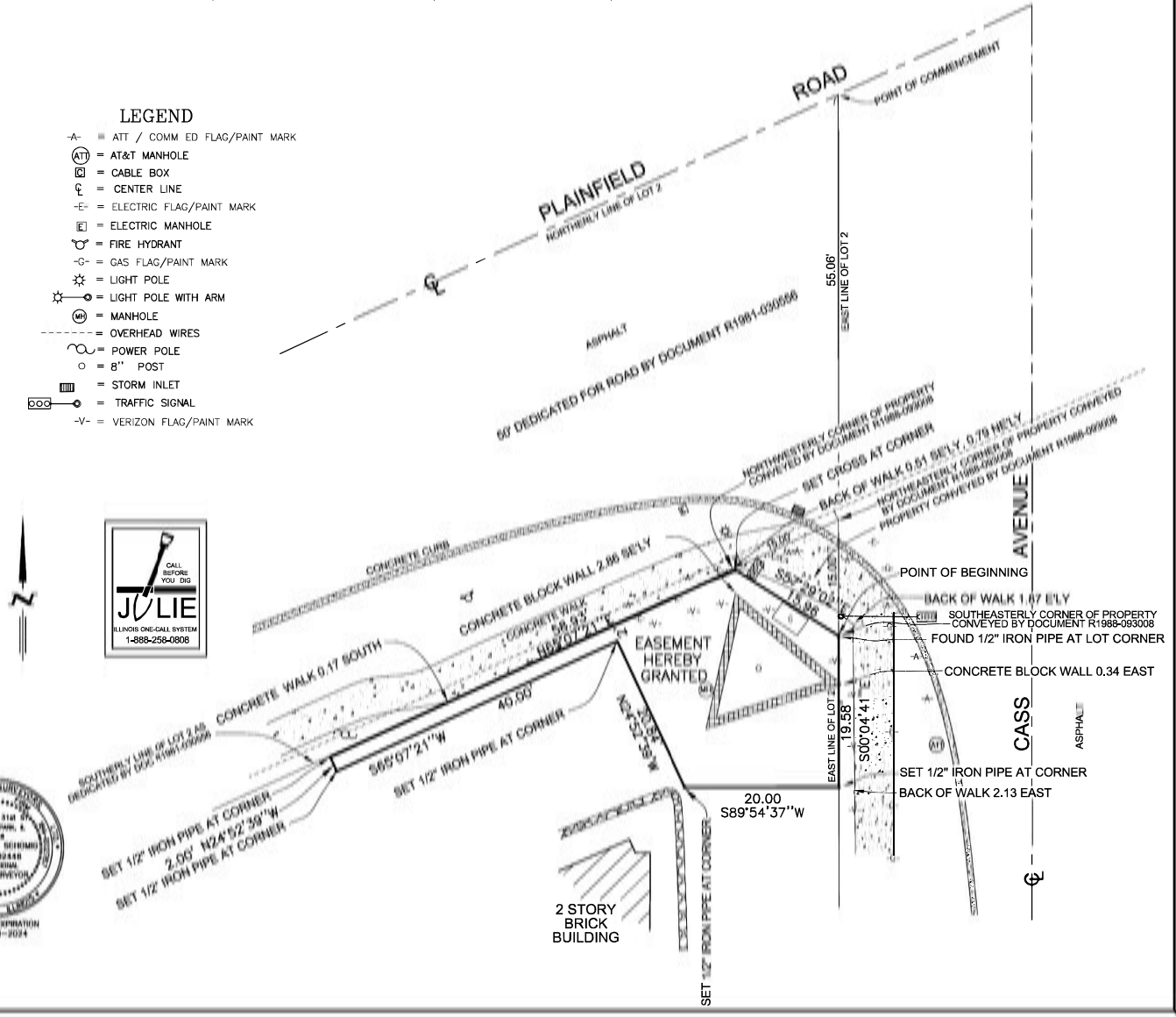
FILE: 230320.CRD

PLAT NUMBER: 230320-E & H27-12B

SCALE: 1" = 10'



- LEGEND**
- A- = ATT / COMM ED FLAG/PAINT MARK
 - (AT) = AT&T MANHOLE
 - [] = CABLE BOX
 - ⊕ = CENTER LINE
 - E- = ELECTRIC FLAG/PAINT MARK
 - [] = ELECTRIC MANHOLE
 - ⊕ = FIRE HYDRANT
 - G- = GAS FLAG/PAINT MARK
 - ☼ = LIGHT POLE
 - ☼-○ = LIGHT POLE WITH ARM
 - (M) = MANHOLE
 - = OVERHEAD WIRES
 - = POWER POLE
 - = 8" POST
 - [] = STORM INLET
 - [] = TRAFFIC SIGNAL
 - V- = VERIZON FLAG/PAINT MARK



AGENDA MEMO
PLANNING AND ZONING COMMISSION
APRIL 19, 2023

CASE

PZC2023-02

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

ISSUE STATEMENT

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

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

GENERAL INFORMATION

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

DOCUMENTS ATTACHED TO MEMO

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

PLANNING OVERVIEW/DISCUSSION

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

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

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

- **Sections 4-3-7(A)(11), 4-3-7(C)(4), and 4-3-10(B): General Sign Regulations, Illumination of Signs, and Permitted Signs in Business Districts**
Variation requests to allow for the construction/installation of a marquee sign containing electronic messaging panels and to permit illuminated signage with changing light intensity, brightness, and color.
- **Section 4-3-7(E): Placement of Signs on Lots**
Variation request to place a sign and its foundation at a zero (0) foot setback from property line (i.e. right-of-way). The code requires a setback of four (4) feet minimum.
- **Section 4-3-7(F): Placement of Signs on Corner Lots**
Variation request to place a sign within the triangular area formed. The triangular area is measured from the point of two (2) intersecting streets to start, then along their right-of-way lines at a distance of twenty-five (25) feet to create the other triangular points. For this case, the triangular area is formed from the intersection of Plainfield Road/Cass Avenue.

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

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

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

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

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

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

development of the City in an aesthetically pleasing manner.

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

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

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

Other/Historical Approval References

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

DECISION MODE

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

MEETING SCHEDULE

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

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

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

ABSENT: None

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

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

Regular Meeting – New Business

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Staff Updates & Correspondence

There were no staff updates or correspondence.

Approval of Minutes

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

Upon voice vote, THE MOTION CARRIED 9-0.

Next Meeting

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

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

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

Adjournment

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

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

RESPECTFULLY SUBMITTED:

APPROVED:

Elizabeth Lahey
Secretary

Lou Mallers
Chairperson

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •



SCHOMIG LAND SURVEYORS, LTD.

PLAT OF MARQUEE SIGNAGE AND LANDSCAPE MAINTENANCE EASEMENT

EASEMENT LEGAL DESCRIPTION

THAT PART OF LOT 2 IN DALLNER'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT 651673, IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF LOT 2, 55.06 FEET TO THE SOUTHERLY LINE OF PLAINFIELD ROAD AS DEDICATED BY DOCUMENT R1981-030556; SAID POINT ALSO BEING THE NORTHERLY CORNER OF THE PROPERTY CONVEYED BY DOCUMENT R1988-093008; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, 15.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT PARCEL HEREON DESCRIBED, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY CONVEYED BY DOCUMENT R1988-093008; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, 19.58 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 37 SECONDS WEST, 20.00 FEET; THENCE NORTH 24 DEGREES 52 MINUTES 39 SECONDS WEST, 20.84 FEET; THENCE SOUTH 65 DEGREES 07 MINUTES 21 SECONDS WEST 40.00 FEET, ALONG A LINE 2.17 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 24 DEGREES 52 MINUTES 39 SECONDS WEST, 2.00 FEET TO A POINT ON A LINE THAT IS 0.17 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556, (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 65 DEGREES 07 MINUTES 21 SECONDS EAST, ALONG SAID PARALLEL LINE 57.76 FEET; THENCE SOUTH 57 DEGREES 29 MINUTES 02 SECONDS EAST, 15.96 FEET TO THE POINT OF BEGINNING, CONTAINING 564.7 SQUARE FEET, MORE OR LESS.

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

PIN 09-28-410-045-0000

PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE
CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss. 7702 CASS AVENUE,
DARIEN, ILLINOIS 60561

I AS R. PETER GIADLA AS MANAGER AND AUTHORIZED REPRESENTATIVE OF AWG DARIEN LLC,
DO HEREBY CERTIFY I MANAGE THE PROPERTY DESCRIBED AS:

THAT PART OF LOT 2 IN DALLNER'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN THE
EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952
AS DOCUMENT 651673, EXCEPT THEREFROM THE NORTHWESTERLY 50 FEET DEDICATED BY
DOCUMENT R1981-030556, AND EXCEPT THEREFROM THAT PART CONVEYED BY DOCUMENT
R1988-093008, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH MANAGER AND AUTHORIZED REPRESENTATIVE, I HAVE CAUSED THE SAID
PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF
DARIEN, FOR MARQUEE SIGNAGE AND LANDSCAPE MAINTENANCE PURPOSES DESCRIBED IN
THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND
VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF AWG
DARIEN, LLC.

DATED THIS _____ DAY OF _____ A.D. 20____

AUTHORIZED REPRESENTATIVE: _____
R. PETER GIADLA

PROPERTY MANAGER NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC
IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT R. PETER GIADLA
IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED HE IS THE MANAGER AND AUTHORIZED REPRESENTATIVE OF THE OWNER OF
SAID PROPERTY, AWG DARIEN LLC., AND THAT AS SUCH MANAGER, HE HAS CAUSED SAID
PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT FOR MARQUEE
SIGNAGE AND LANDSCAPE MAINTENANCE TO BE PREPARED AS MY FREE AND VOLUNTARY ACT
AND DEED FOR USES AND THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 20____

BY: _____
NOTARY PUBLIC.

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM,
LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE
PROPERTY DESCRIBED HEREON. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS
OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.
THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED
AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES. THIS PROFESSIONAL
SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A
BOUNDARY SURVEY.

BY: _____
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

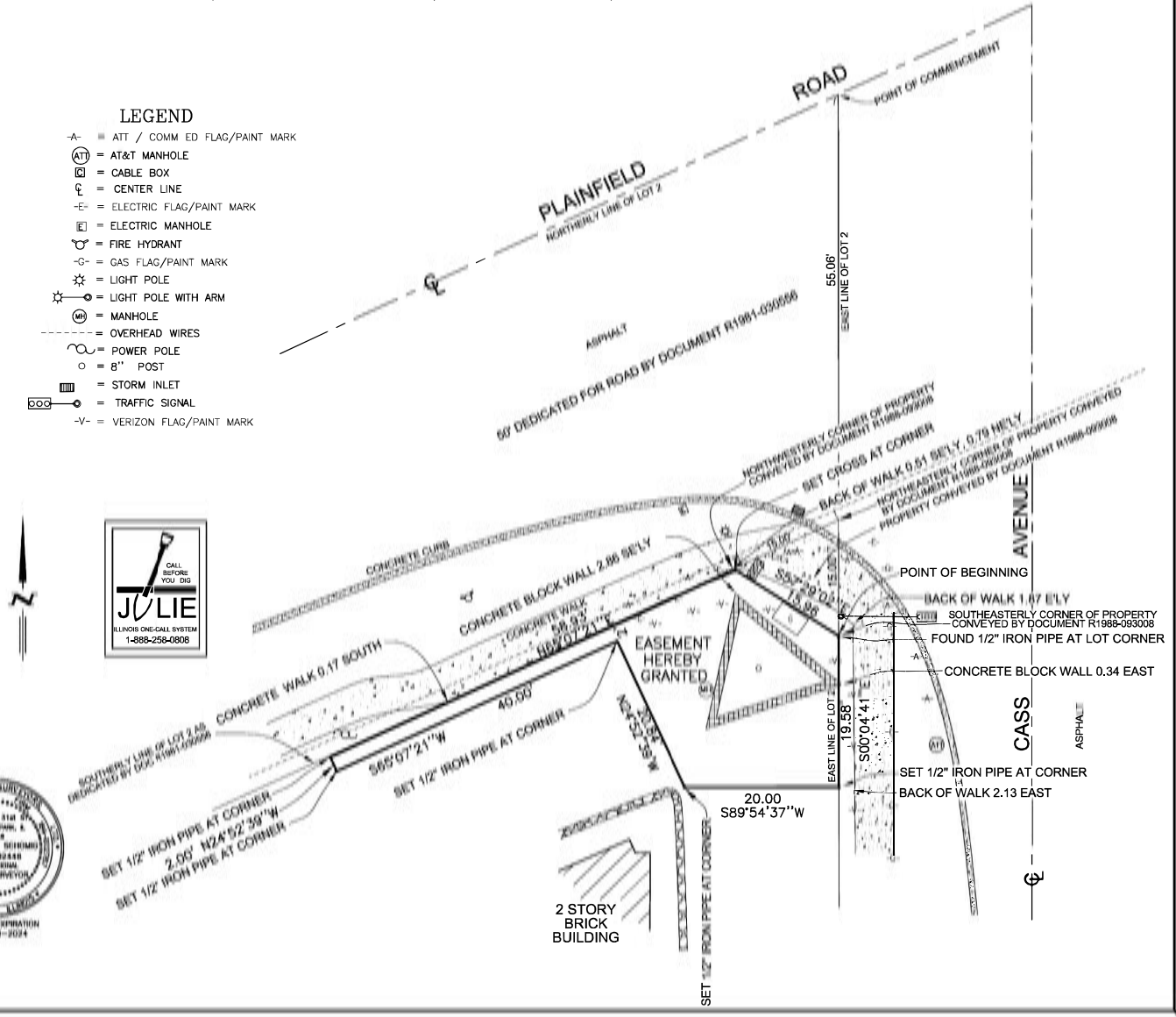
SURVEY DATE: MARCH 7TH, 2023.

ORDERED BY: CITY OF DARIEN FILE: 230320.CRD

PLAT NUMBER: 230320-E & H27-12B SCALE: 1" = 10'



- LEGEND**
- A- = ATT / COMM ED FLAG/PAINT MARK
 - (AT) = AT&T MANHOLE
 - [] = CABLE BOX
 - ⊕ = CENTER LINE
 - E- = ELECTRIC FLAG/PAINT MARK
 - [] = ELECTRIC MANHOLE
 - ⊕ = FIRE HYDRANT
 - G- = GAS FLAG/PAINT MARK
 - ☼ = LIGHT POLE
 - ☼-○ = LIGHT POLE WITH ARM
 - (M) = MANHOLE
 - = OVERHEAD WIRES
 - = POWER POLE
 - = 8" POST
 - [] = STORM INLET
 - [] = TRAFFIC SIGNAL
 - V- = VERIZON FLAG/PAINT MARK





QUOTE

Belmont Digital Series 4 Outdoor LED Display

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

3123992757
 belmont.digital

BILL TO

City of Darien
 Dan Gombac
 1710 Plainfield Rd
 Darien, Illinois 60561
 United States

dgombac@darienil.gov

Estimate Number: CityofDarien_3-
 Sided_LED-
 RoadSign_29

Estimate Date: April 14, 2023

Expires On: May 31, 2023

Grand Total (USD): \$81,635.00

Product/Service	Quantity	Price	Amount
LED Display Screen Belmont Digital Series 4 Outdoor LED Display Solution - P2 9.45ft W x 3.15ft H 3x1 Cabinet Configuration -960x960mm Cabinet Size -Aluminum Cabinet Frame -IP67 Certified -231.5lb Total Weight -Rear Service Cabinet Design -Novastar Single Window Processing Unit Includes Intel NUC Small Form Computing Unit for BDS Player -Intel 11th Gen i3 Processor -8GB DDR4 Memory -512GB Server Grade NVMe Solid State Drive -Windows 10 x64 Professional Includes (7) Year Factory Warranty Includes integrated 4G/5G connectivity via AT&T	3	\$14,695.00	\$44,085.00

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

3123992757
 belmont.digital

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

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

3123992757
 belmont.digital

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

Total: \$81,635.00

Grand Total (USD): \$81,635.00

MEMO

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
12-INCH PIPE SDR26	75	LINEAL FT	\$ 32.25	\$ 2,418.75	-	\$ -	
16-INCH PIPE SDR26	0	LINEAL FT	\$ 61.20	\$ -	-	\$ -	
CMP							
12-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 14.23	\$ -	-	\$ -	
15-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 19.13	\$ -	-	\$ -	
18-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 22.76	\$ -	-	\$ -	
24-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 23.45	\$ -	-	\$ -	
42-INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 61.56	\$ -	-	\$ -	
12-INCH BAND CMP	0	EACH	\$ 26.50	\$ -	-	\$ -	
15-INCH BAND CMP	0	EACH	\$ 35.50	\$ -	-	\$ -	
18-INCH BAND CMP	0	EACH	\$ 42.50	\$ -	-	\$ -	
24-INCH BAND CMP	0	EACH	\$ 56.00	\$ -	-	\$ -	
42-INCH BAND CMP	0	EACH	\$ 114.50	\$ -	-	\$ -	
12-INCH FES	2	EACH	\$ 73.50	\$ 147.00	-	\$ -	
15-INCH FES	0	EACH	\$ 93.50	\$ -	-	\$ -	
18-INCH FES	0	EACH	\$ 121.50	\$ -	-	\$ -	
HDPE							
4-INCH HDPE PIPE WITH SOCK N12	50	LINEAL FT	\$ 1.92	\$ 96.00	-	\$ -	
6-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 4.78	\$ -	-	\$ -	
6-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 8.70	\$ -	-	\$ -	
12-INCH HDPE PIPE WITH SOCK N12	0	LINEAL FT	\$ 7.90	\$ -	-	\$ -	
12-INCH HDPE	0	LINEAL FT	\$ 10.90	\$ -	-	\$ -	
12-INCH HDPE	0	LINEAL FT	\$ 15.00	\$ -	-	\$ -	
15-INCH HDPE	0	LINEAL FT	\$ 26.01	\$ -	-	\$ -	
18-INCH HDPE	0	LINEAL FT	\$ 46.22	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 15.50	\$ -	-	\$ -	
24-INCH HDPE	0	LINEAL FT	\$ 25.00	\$ -	-	\$ -	
36-INCH HDPE	0	LINEAL FT	\$ 46.22	\$ -	-	\$ -	
12-INCH BAND HDPE	0	EACH	\$ 15.50	\$ -	-	\$ -	
15-INCH BAND HDPE	0	EACH	\$ 25.00	\$ -	-	\$ -	
24-INCH BAND HDPE	0	EACH	\$ 61.50	\$ -	-	\$ -	
12-INCH HDPE FES	0	EACH	\$ 242.50	\$ -	-	\$ -	
15-INCH HDPE FES	0	EACH	\$ 242.50	\$ -	-	\$ -	
GARDEN INLETS							
12x12 GARDEN INLETS 2 HOLES		EACH	\$ 34.00	\$ -	-	\$ -	
12x12 GARDEN INLETS 2 HOLES	0	EACH	\$ 53.00	\$ -	-	\$ -	
CONNECTORS 4-INCH	0	EACH	\$ 5.50	\$ -	-	\$ -	
CONNECTORS 6-INCH	0	EACH	\$ 7.00	\$ -	-	\$ -	
GARDEN INLET AVERAGE COST	2		\$ 99.50	\$ 199.00	-	\$ -	
IRON STRUCTURES							
BEEHIVE GRATE EAST JORDAN 6527	0	EACH	\$ 209.40	\$ -	-	\$ -	
EJ 7000 WITH M12 CURB FRAME ROLL TYPE NAPERVILLE STYLE	0	EACH	\$ 490.10	\$ -	-	\$ -	
MANHOLE STRUCTURES CUSTOM	0	EACH	\$ 10,000.00	\$ -	-	\$ -	
CONCRETE STRUCTURES							
2 X 18 INLET	0	EACH	\$ 163.00	\$ -	-	\$ -	
2 X 24 INLET	0	EACH	\$ 151.20	\$ -	-	\$ -	
2 X 30 INLET	0	EACH	\$ 204.40	\$ -	-	\$ -	
2 X 36 INLET	2	EACH	\$ 204.40	\$ 408.80	-	\$ -	
RINGS	0	EACH	\$ 38.00	\$ -	-	\$ -	
CONCRETE FLATWORK	1	EACH	\$ 2,500.00	\$ 2,500.00	-	\$ -	
CURB AND GUTTER	0	LINEAL FT	\$ 29.00	\$ -	-	\$ -	
SIDEWALK	0	SQ FT	\$ 8.25	\$ -	-	\$ -	
APRONS							
APRONS	0	SQ FT	\$ 4.50	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (SY)=	0					\$ -	
SEALER	0	SQ FT	\$ 4.50	\$ -	-	\$ -	
ASPHALT							
BITUMINOUS APRON/STREET CROSSING SURFACE	0	SQ YD	\$ 50.50	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (SY)=	0					\$ -	
TOP SOIL-MATERIAL	1	CUBIC YARD	\$ 16.00	\$ 16.00	-	\$ -	
TOTAL LENGTH (FT)=	20					\$ -	
WIDTH (FT)=	6					\$ -	
AREA (CY)=	1					\$ -	
TOP SOIL-MATERIAL	0	CUBIC YARD	\$ 16.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (CY)=	0					\$ -	
TOP SOIL-INSTALLED	1	CUBIC YARD	\$ 40.00	\$ 40.00	-	\$ -	
TOTAL LENGTH (FT)=	20					\$ -	
WIDTH (FT)=	6					\$ -	
AREA (CY)=	1					\$ -	
TOP SOIL-INSTALLED	0	CUBIC YARD	\$ 40.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (CY)=	0					\$ -	
SOD-INSTALLED	33	SQUARE YARD	\$ 11.00	\$ 363.00	-	\$ -	
TOTAL LENGTH (FT)=	50					\$ -	
WIDTH (FT)=	6					\$ -	
AREA (SF)=	300					\$ -	
SOD-INSTALLED	0	SQUARE YARD	\$ 11.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (SF)=	0					\$ -	
STONE GRADE 8-CA-6	0	TON	\$ 15.65	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (SY)=	0					\$ -	
STONE GRADE CA-7 SAND	18.975	TON	\$ 21.50	\$ 407.96	-	\$ -	
TOTAL LENGTH (FT)=	100					\$ -	
WIDTH (FT)=	3					\$ -	
AREA (SY)=	33					\$ -	
STONE GRADE CA-7	0	TON	\$ 21.05	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (SY)=	0					\$ -	
ANALYTICAL TESTING	1	LUMP SUM	\$ 20.00	\$ 20.00	-	\$ -	
DUMP FEES	1	PER SITE	\$ 87.30	\$ 87.30	-	\$ -	
TOTAL LENGTH (FT)=	100					\$ -	
WIDTH (FT)=	2					\$ -	
AREA (CY)=	13					\$ -	
DUMP FEES	0	PER SITE	\$ 87.30	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (CY)=	0					\$ -	
DUMP FEES-SOD CONTAMINATED SPOILS	0	PER LOAD	\$ 200.00	\$ -	-	\$ -	
TOTAL LENGTH (FT)=	0					\$ -	
WIDTH (FT)=	0					\$ -	
AREA (CY)=	0					\$ -	
TRUCKING	1	PER LOAD	\$ 115.00	\$ 115.00	-	\$ -	
TRUCKING	0	PER LOAD	\$ 115.00	\$ -	-	\$ -	
TREE REMOVAL	-	LUMP SUM	\$ 7,500.00	\$ -	-	\$ -	
TRAFFIC CONTROL	1	LUMP SUM	\$ 2,500.00	\$ 2,500.00	-	\$ -	
WATERMAIN AND FITTINGS	1	LUMP SUM	\$ 2,000.00	\$ 6,500.00	-	\$ -	
COPPER SERVICE AND COPPER FITTINGS RPZ	1	LUMP SUM	\$ 2,500.00	\$ 2,500.00	-	\$ -	
SUB-TOTAL COST				\$ 18,318.81	-	\$ -	
SUB-TOTAL COST				\$ -	-	\$ -	
MISC-BRICK/ ADJ RINGS/MORTAR/MASTIC, WATER QUALITY STORM SEWER EPA REG	0.00%	EACH	10% of Subtotal	\$ -	-	\$ -	#REF!
MISC-BRICK/ ADJ RINGS/MORTAR/MASTIC, WATER QUALITY STORM SEWER EPA REG	10.00%	EACH	10% of Subtotal	\$ -	-	\$ -	#REF!
SUB-TOTAL COST REAR YARD				\$ 18,318.81	-	\$ -	#REF!
SUB-TOTAL COST REAR YARD				\$ -	-	\$ -	#REF!
EXCAVATION-GRADING	5.00	PER HR	\$ 500.00	\$ 2,500.00	-	\$ -	
REMOVAL							
4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 14.00	\$ -	-	\$ -	
6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 25.00	\$ -	-	\$ -	
6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 30.00	\$ -	-	\$ -	
12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE	-	LINEAL FOOT	\$ 35.00	\$ -	-	\$ -	
STRUCTURE REMOVAL	-	EACH	\$ 100.00	\$ -	-	\$ -	
4-INCH CORRUGATED PIPE-INSTALLATION	-	LINEAL FOOT	\$ 14.00	\$ -	-	\$ -	
6-INCH CORRUGATED PIPE-INSTALLATION	-	LINEAL FOOT	\$ 30.00	\$ -	-	\$ -	
6-INCH CORRUGATED PIPE-INSTALLATION	-	LINEAL FOOT	\$ 30.00	\$ -	-	\$ -	
12-INCH PIPE-INSTALLATION	-	LINEAL FOOT	\$ 35.00	\$ -	-	\$ -	
CONTRACT STRUCTURE INSTALL	-	EACH	\$ 300.00	\$ -	-	\$ -	
INSTALL 12X12 INLET BOXES	-	EACH	\$ 35.00	\$ -	-	\$ -	
OUTSOURCE COST							
OUTSOURCE COST							
SUB-TOTAL COST				\$ 20,818.81	-	\$ -	
SUB-TOTAL COST				\$ -	-	\$ -	
CONTINGENCY	10%	LUMP SUM	0.00%	\$ 2,081.88	-	\$ -	
CONTINGENCY	5%	LUMP SUM	5.00%	\$ -	-	\$ -	
MODULAR BLOCK FOUNDATION-PLACE HOLDER	1	LUMP SUM	\$ 10,000.00	\$ 10,000.00	-	\$ -	
TOTAL COST				\$ 32,900.69	-	\$ -	#REF!

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to approve a sign/easement agreement for the purpose of constructing a marquee sign, enhanced hardscaping, landscaping, maintenance and specified responsibility at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road) PIN# 09-28-410-045, a copy of which is attached here to as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SIGN EASEMENT AGREEMENT

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

RECITALS:

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

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

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

(the "Subject Property")

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

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

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

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

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

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

GRANTOR:

CITY:

AWG Darien, L.L.C.

The City of Darien

By: 

By: _____

Name: R. Peter Giadla

Name:

Title: Manager

Title:

State of Illinois)
) SS
County of DuPage)

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

Dated: May 1, 2023

Notary Public: Jennifer Overmann

My commission expires: 02-10-26



State of Illinois)
) SS
County of DuPage)

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

Dated: May ___, 2023

Notary Public: _____

My commission expires: _____

Exhibit A
Easement Area

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



• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •

SCHOMIG LAND SURVEYORS, LTD.

PLAT OF MARQUEE SIGNAGE AND LANDSCAPE MAINTENANCE EASEMENT

EASEMENT LEGAL DESCRIPTION

THAT PART OF LOT 2 IN DALLNER'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT 651673, IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF LOT 2, 55.06 FEET TO THE SOUTHERLY LINE OF PLAINFIELD ROAD AS DEDICATED BY DOCUMENT R1981-030556; SAID POINT ALSO BEING THE NORTHERLY CORNER OF THE PROPERTY CONVEYED BY DOCUMENT R1988-093008; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, 15.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT PARCEL HEREON DESCRIBED, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY CONVEYED BY DOCUMENT R1988-093008; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, 19.58 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 37 SECONDS WEST, 20.00 FEET; THENCE NORTH 24 DEGREES 52 MINUTES 39 SECONDS WEST, 20.84 FEET; THENCE SOUTH 65 DEGREES 07 MINUTES 21 SECONDS WEST 40.00 FEET, ALONG A LINE 2.17 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 24 DEGREES 52 MINUTES 39 SECONDS WEST, 2.00 FEET TO A POINT ON A LINE THAT IS 0.17 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556, (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 65 DEGREES 07 MINUTES 21 SECONDS EAST, ALONG SAID PARALLEL LINE 57.76 FEET; THENCE SOUTH 57 DEGREES 29 MINUTES 02 SECONDS EAST, 15.96 FEET TO THE POINT OF BEGINNING, CONTAINING 564.7 SQUARE FEET, MORE OR LESS.

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

PIN 09-28-410-045-0000

PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE
CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss. 7702 CASS AVENUE,
DARIEN, ILLINOIS 60561

I AS R. PETER GIADLA AS MANAGER AND AUTHORIZED REPRESENTATIVE OF AWG DARIEN LLC.
DO HEREBY CERTIFY I MANAGE THE PROPERTY DESCRIBED AS:

THAT PART OF LOT 2 IN DALLNER'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN THE
EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE
THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952
AS DOCUMENT 651673, EXCEPT THEREFROM THE NORTHWESTERLY 50 FEET DEDICATED BY
DOCUMENT R1981-030556, AND EXCEPT THEREFROM THAT PART CONVEYED BY DOCUMENT
R1988-093008, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH MANAGER AND AUTHORIZED REPRESENTATIVE, I HAVE CAUSED THE SAID
PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF
DARIEN, FOR MARQUEE SIGNAGE AND LANDSCAPE MAINTENANCE PURPOSES DESCRIBED IN
THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND
VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF AWG
DARIEN, LLC.

DATED THIS _____ DAY OF _____ A.D. 20__

AUTHORIZED REPRESENTATIVE: _____
R. PETER GIADLA

PROPERTY MANAGER NOTARY CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC
IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT R. PETER GIADLA
IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO
THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND
ACKNOWLEDGED HE IS THE MANAGER AND AUTHORIZED REPRESENTATIVE OF THE OWNER OF
SAID PROPERTY, AWG DARIEN LLC., AND THAT AS SUCH MANAGER, HE HAS CAUSED SAID
PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT FOR MARQUEE
SIGNAGE AND LANDSCAPE MAINTENANCE TO BE PREPARED AS MY FREE AND VOLUNTARY ACT
AND DEED FOR USES AND THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 20__

BY: _____
NOTARY PUBLIC.

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM,
LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE
PROPERTY DESCRIBED HEREON. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS
OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.
THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED
AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES. THIS PROFESSIONAL
SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A
BOUNDARY SURVEY.

BY: _____
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

SURVEY DATE: MARCH 7TH, 2023.

ORDERED BY: CITY OF DARIEN

FILE: 230320.CRD

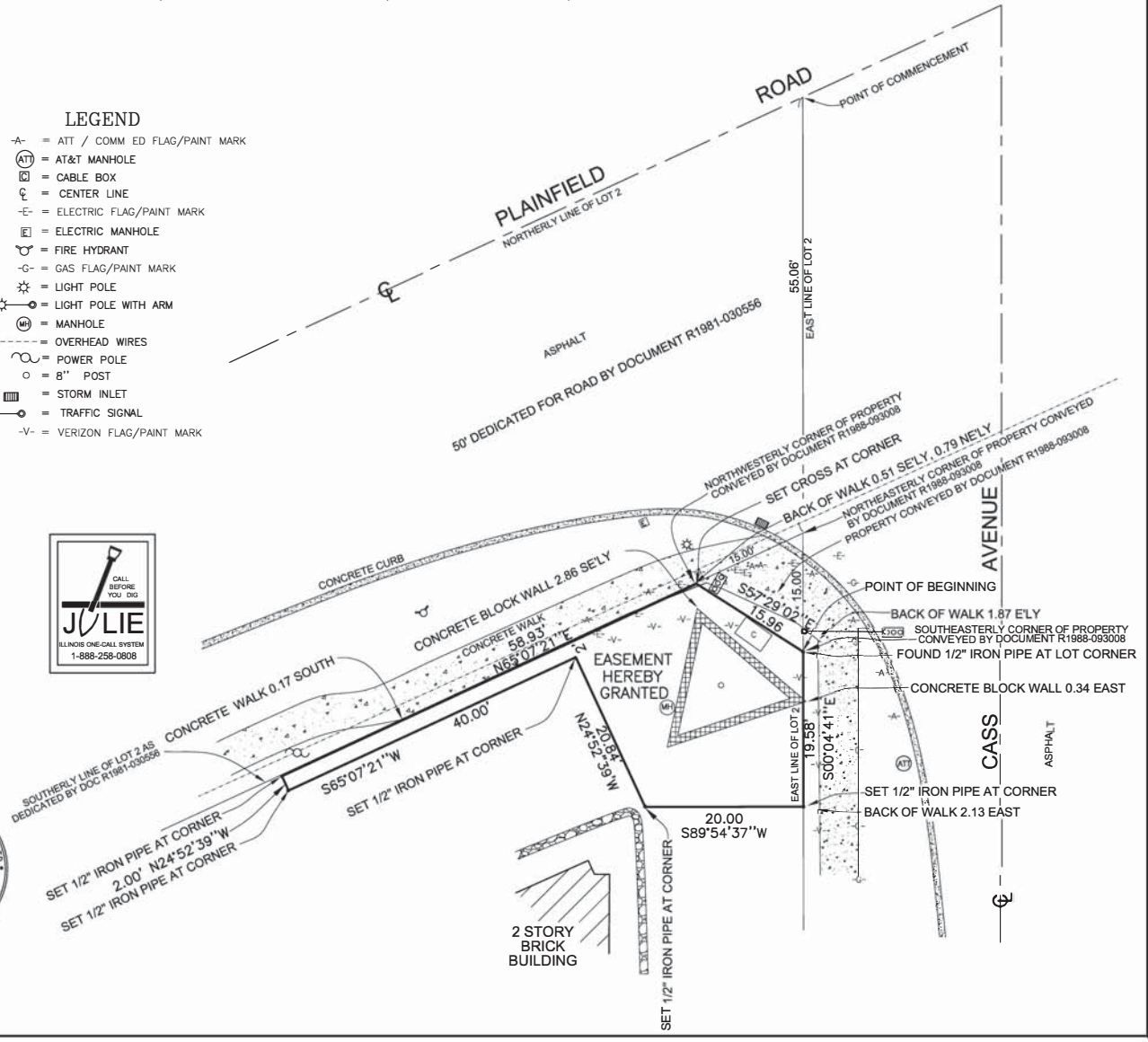
PLAT NUMBER: 230320-E & H27-128

SCALE: 1" = 10'



LICENSE EXPIRATION
11-30-2024

- LEGEND**
- A- = ATT / COMM ED FLAG/PAINT MARK
 - (AT) = AT&T MANHOLE
 - [] = CABLE BOX
 - ⊕ = CENTER LINE
 - E- = ELECTRIC FLAG/PAINT MARK
 - [E] = ELECTRIC MANHOLE
 - ⊕ = FIRE HYDRANT
 - G- = GAS FLAG/PAINT MARK
 - ☀ = LIGHT POLE
 - ☀-○ = LIGHT POLE WITH ARM
 - (M) = MANHOLE
 - = OVERHEAD WIRES
 - ⊕ = POWER POLE
 - = 8" POST
 - [] = STORM INLET
 - []-○ = TRAFFIC SIGNAL
 - V- = VERIZON FLAG/PAINT MARK



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

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

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

THIS 5th DAY OF JUNE, 2023

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

ORDINANCE NO. _____

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

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

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

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

WHEREAS, the property legally described in Section 1 (the “Subject Property”), is zoned B-1 Neighborhood Convenience Shopping District pursuant to the Darien Zoning Regulations;

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

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

WHEREAS, on May 22, 2023, the City’s Municipal Services Committee reviewed the petition and has forwarded its recommendation of approval of this petition to the City Council; and

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

ORDINANCE NO. _____

described herein below;

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 7702 Cass Avenue, Darien, Illinois, and legally described as follows:

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

PIN: 09-28-410-045

SECTION 2: Variations from Sign Code Granted with Conditions. The following variations are hereby granted to allow for the construction of an electronic message board sign on the Subject Property:

- A. Variations from Sections 4-3-7(A)(11), 4-3-7(C)(4), and 4-3-10(B) of the Darien Sign Code to allow for the construction/installation of a marquee sign containing electronic messaging panels and to permit illuminated signage with changing light intensity, brightness, and color.

ORDINANCE NO. _____

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

A copy of the approved signage detail is attached hereto as [EXHIBIT A](#) and made a part hereof.

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

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

SECTION 4: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a)

ORDINANCE NO. _____

contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter no delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

AYES _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



RESOLUTION NO. _____

A RESOLUTION APPROVING A PLAT OF EASEMENT AS PREPARED BY SCHOMIG SURVEYORS, 7702 CASS AVENUE, PIN #09-28-410-045**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to approve a Plat of Easement as prepared by Schomig Surveyors, 7702 Cass Avenue, PIN #09-28-410-045, a copy of which is attached here to as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/ACSM • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •



SCHOMIG LAND SURVEYORS, LTD.

PLAT OF MARQUEE SIGNAGE AND LANDSCAPE MAINTENANCE EASEMENT

EASEMENT LEGAL DESCRIPTION

THAT PART OF LOT 2 IN DALLNER'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952 AS DOCUMENT 651673, IN DU PAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 2; THENCE SOUTH 0 DEGREES 04 MINUTES 41 SECONDS EAST, ALONG THE EAST LINE OF LOT 2, 55.06 FEET TO THE SOUTHERLY LINE OF PLAINFIELD ROAD AS DEDICATED BY DOCUMENT R1981-030556; SAID POINT ALSO BEING THE NORTHERLY CORNER OF THE PROPERTY CONVEYED BY DOCUMENT R1988-093008; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, 15.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT PARCEL HEREOF DESCRIBED, SAID POINT ALSO BEING THE SOUTHEASTERLY CORNER OF THE PROPERTY CONVEYED BY DOCUMENT R1988-093008; THENCE CONTINUING ALONG SAID EAST LINE OF LOT 2, 19.58 FEET; THENCE SOUTH 89 DEGREES 54 MINUTES 37 SECONDS WEST, 20.00 FEET; THENCE NORTH 24 DEGREES 52 MINUTES 39 SECONDS WEST, 20.84 FEET; THENCE SOUTH 65 DEGREES 07 MINUTES 21 SECONDS WEST 40.00 FEET, ALONG A LINE 2.17 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556 (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 24 DEGREES 52 MINUTES 39 SECONDS WEST, 2.00 FEET TO A POINT ON A LINE THAT IS 0.17 FEET SOUTHERLY OF AND PARALLEL WITH THE SOUTHERLY LINE OF PLAINFIELD ROAD, AS DEDICATED BY DOCUMENT R1981-030556, (AS MEASURED AT RIGHT ANGLES THERETO); THENCE NORTH 65 DEGREES 07 MINUTES 21 SECONDS EAST, ALONG SAID PARALLEL LINE 57.76 FEET; THENCE SOUTH 57 DEGREES 29 MINUTES 02 SECONDS EAST, 15.96 FEET TO THE POINT OF BEGINNING, CONTAINING 564.7 SQUARE FEET, MORE OR LESS.

909 EAST 31ST STREET
 LA GRANGE PARK, ILLINOIS 60526
 SCHOMIG-SURVEY@SBCGLOBAL.NET
 WWW.LAND-SURVEY-NOW.COM
 PHONE: 708-352-1452
 FAX: 708-352-1454

PIN 09-28-410-045-0000

PROPERTY MANAGER/AUTHORIZED REPRESENTATIVE

CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss. 7702 CASS AVENUE,
 DARIEN, ILLINOIS 60561

I AS R. PETER GIADLA AS MANAGER AND AUTHORIZED REPRESENTATIVE OF AWG DARIEN LLC.
 DO HEREBY CERTIFY I MANAGE THE PROPERTY DESCRIBED AS:

THAT PART OF LOT 2 IN DALLNER'S ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT IN THE
 EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE
 THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 14, 1952
 AS DOCUMENT 651673, EXCEPT THEREFROM THE NORTHWESTERLY 50 FEET DEDICATED BY
 DOCUMENT R1981-030556, AND EXCEPT THEREFROM THAT PART CONVEYED BY DOCUMENT
 R1988-093008, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH MANAGER AND AUTHORIZED REPRESENTATIVE, I HAVE CAUSED THE SAID
 PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF
 DARIEN, FOR MARQUEE SIGNAGE AND LANDSCAPE MAINTENANCE PURPOSES DESCRIBED IN
 THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND
 VOLUNTARY ACT AND DEED, AND AS THE FREE AND VOLUNTARY ACT AND DEED OF AWG
 DARIEN, LLC.

DATED THIS _____ DAY OF _____ A.D. 20__

AUTHORIZED REPRESENTATIVE: _____
R. PETER GIADLA

PROPERTY MANAGER NOTARY CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC
 IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT R. PETER GIADLA
 IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO
 THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND
 ACKNOWLEDGED HE IS THE MANAGER AND AUTHORIZED REPRESENTATIVE OF THE OWNER OF
 SAID PROPERTY, AWG DARIEN LLC., AND THAT AS SUCH MANAGER, HE HAS CAUSED SAID
 PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT FOR MARQUEE
 SIGNAGE AND LANDSCAPE MAINTENANCE TO BE PREPARED AS MY FREE AND VOLUNTARY ACT
 AND DEED FOR USES AND THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 20__

BY: _____
NOTARY PUBLIC.

STATE OF ILLINOIS)
 COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM,
 LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE
 PROPERTY DESCRIBED HEREON. ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS
 OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.
 THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED
 AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES. THIS PROFESSIONAL
 SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A
 BOUNDARY SURVEY.

BY: _____
 PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

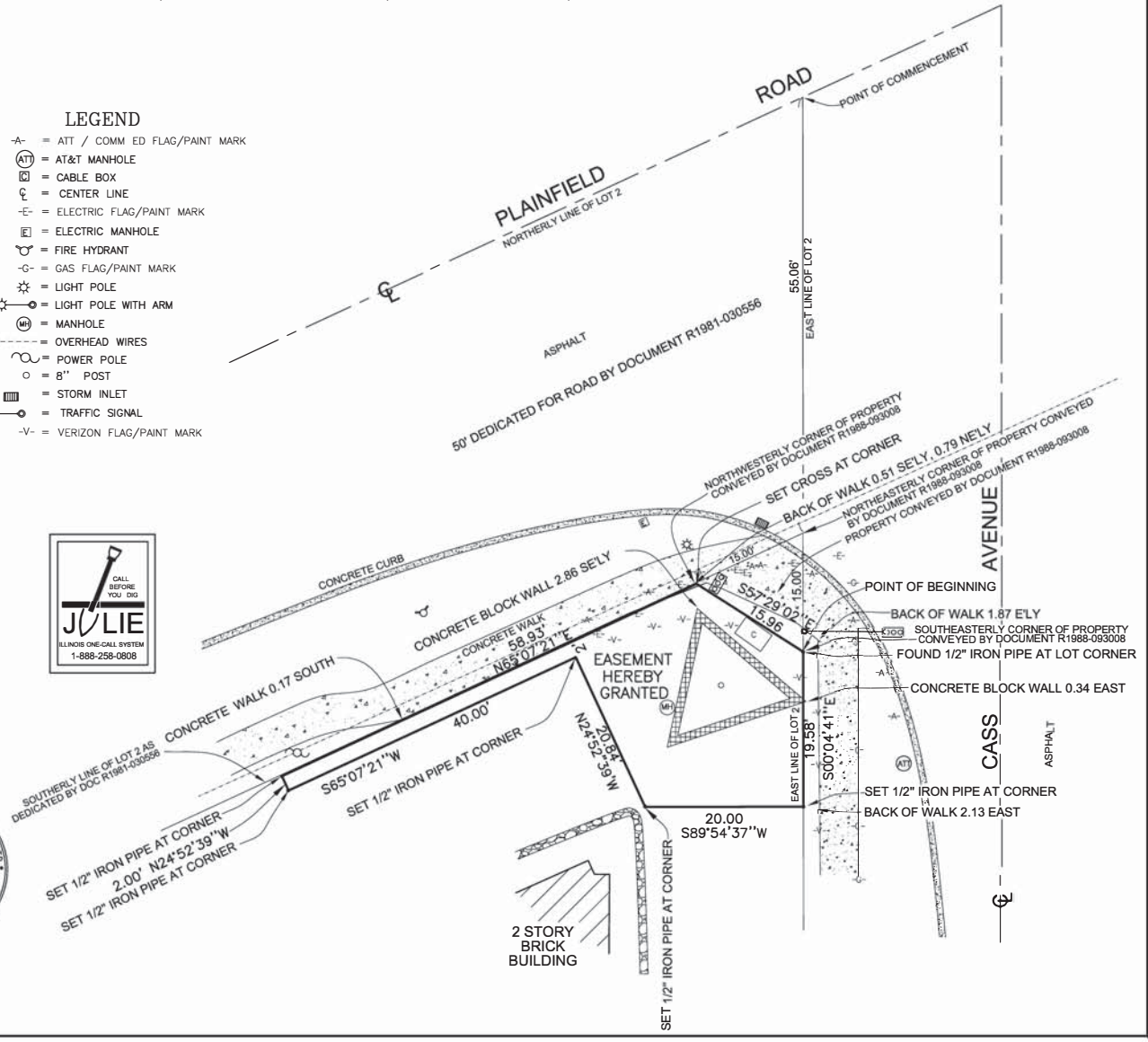
SURVEY DATE: MARCH 7TH, 2023.

ORDERED BY: CITY OF DARIEN FILE: 230320.CRD

PLAT NUMBER: 230320-E & H27-128 SCALE: 1" = 10'



- LEGEND**
- A- = ATT / COMM ED FLAG/PAINT MARK
 - (AT) = AT&T MANHOLE
 - [] = CABLE BOX
 - ⊕ = CENTER LINE
 - E- = ELECTRIC FLAG/PAINT MARK
 - [E] = ELECTRIC MANHOLE
 - ☉ = FIRE HYDRANT
 - G- = GAS FLAG/PAINT MARK
 - ☼ = LIGHT POLE
 - ☼-○ = LIGHT POLE WITH ARM
 - (M) = MANHOLE
 - = OVERHEAD WIRES
 - = POWER POLE
 - = 8" POST
 - [] = STORM INLET
 - []-○ = TRAFFIC SIGNAL
 - V- = VERIZON FLAG/PAINT MARK



RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to waive the competitive bid process and award a proposal to Belmont Digital Inc for the purchase of three (3) 38-inch x 114-inch marquee panels and required data infrastructure including a data management subscription based and structural steel supports and installation in an amount not to exceed \$81,635, a copy of which is attached here to as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

3123992757
belmont.digital

BILL TO
City of Darien
Dan Gombac
1710 Plainfield Rd
Darien, Illinois 60561
United States

dgombac@darienil.gov

Estimate Number: CityofDarien_3-Sided_LED-RoadSign_29

Estimate Date: April 14, 2023

Expires On: May 31, 2023

Grand Total (USD): \$81,635.00

Product/Service	Quantity	Price	Amount
LED Display Screen Belmont Digital Series 4 Outdoor LED Display Solution - P2 9.45ft W x 3.15ft H 3x1 Cabinet Configuration -960x960mm Cabinet Size -Aluminum Cabinet Frame -IP67 Certified -231.5lb Total Weight -Rear Service Cabinet Design -Novastar Single Window Processing Unit Includes Intel NUC Small Form Computing Unit for BDS Player -Intel 11th Gen i3 Processor -8GB DDR4 Memory -512GB Server Grade NVMe Solid State Drive -Windows 10 x64 Professional Includes (7) Year Factory Warranty Includes integrated 4G/5G connectivity via AT&T	3	\$14,695.00	\$44,085.00

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

3123992757
 belmont.digital

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

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

3123992757
 belmont.digital

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

Total: \$81,635.00

Grand Total (USD): \$81,635.00

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to waive the competitive bid process and award a proposal for the professional design and installation services to the Savannah Group for supplying the required materials and the installation services as it relates to the column hardscaping, irrigation, landscaping materials and general restoration within the easement area adjacent to the marquee sign structure in an amount not to exceed \$33,184, a copy of which is attached here to as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

na Group Inc.

14434 S Penny Lane
Plainfield, IL. 60544

Estimate

DATE	ESTIMATE #
9/13/2022	100688

NAME / ADDRESS
City of Darien Att. Dan Gombac Darien, IL.

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

AGENDA MEMO
CITY COUNCIL
JUNE 5, 2023

ISSUE STATEMENT

Motion to recommend Zoning Ordinance Revisions Creating a Mixed-Use Zoning District to the Planning and Zoning Commission for Public Hearing and Commission Review.

BACKGROUND

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee reviewed this item at its May 22, 2023 meeting. The Committee forwarded, with a vote of 3-0, a motion to recommend zoning ordinance revisions creating a mixed-use zoning district to the City Council and to forward the draft revisions to the Planning and Zoning Commission for public hearing and commission review.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

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

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

- (A) Intent: The intent of this M-U Mixed Use District is to accommodate development characterized by a mixture of housing types in commercial areas and to facilitate the development and redevelopment of areas suited to a combination of commercial and residential uses within the same building. It is recognized that some mature areas of the City are comprised of a variety of compatible uses and the M-U Mixed Use District is created for the purpose of maintaining the vitality of such areas and encouraging appropriate redevelopment.
- (B) Purpose: The purposes of the M-U Mixed Use District are to:
1. Accommodate mixed-use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units above the non-residential space;
 2. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets;
 3. Allow for the conversion of dwelling units in older commercial areas of mixed dwelling types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization; and
 4. Serve as a zone of transition between commercially dense districts and residential districts by permitting residential occupancy in the units above the non-residential space.
- (C) Definition: Mixed-Use Building: A building that contains at least one floor devoted to allowed non-residential uses and at least one devoted to allowed residential uses.
- (D) Permitted Uses: The following uses are permitted in the M-U Mixed Use District:
- Banks.
 - Barbershops.
 - Fire stations.
 - Hotels and motels.
 - Laundromats.
 - Offices.
 - Printing shops.
 - Recreational activities, commercial types.
 - Restaurants.
 - Retail stores.
 - Single-family residential (upper level only).
 - Theaters, other than drive-ins.
 - Other uses of the same general character as above.
- (E) Building Height: No principal structure shall exceed three (3) stories or thirty five feet (35') in height. No accessory structure shall exceed one story or fifteen feet (15') in height.
- (F) Lot Requirements: The following minimum lot requirements shall be observed:
1. Lot Area: Two thousand five hundred (2,500) square feet for all mixed use.
 2. Lot Width: No minimum.
- (G) Yard Requirements:
1. Minimum Depths: Yards of the following minimum depths shall be provided:
 - a. Front Yards: No minimum.
 - b. Side Yards: No minimum.
 - c. Rear Yard: Not less than ten feet (10').
 - d. If the side yard or rear yard abuts a residential district, there shall be a minimum five foot (5') side yard and twenty foot (20') rear yard.

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



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

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

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

1. Accommodate mixed-use buildings with neighborhood-serving retail, service, and other uses on the ground floor and residential units above the non-residential space;
2. Encourage development that exhibits the physical design characteristics of pedestrian-oriented, storefront-style shopping streets;
3. Allow for the conversion of dwelling units in older commercial areas of mixed dwelling types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization; and
4. Serve as a zone of transition between commercially dense districts and residential districts by permitting residential occupancy in the units above the non-residential space.

C. Definition:

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

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

- Banks.
- Barbershops.
- Fire stations.
- Hotels and motels.
- Laundromats.
- Offices.
- Printing shops.
- Recreational activities, commercial types.
- Restaurants.
- Retail stores.
- Single-family residential (upper level only).
- Theaters, other than drive-ins.
- Other uses of the same general character as above.

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

F. Lot Requirements: The following minimum lot requirements shall be observed:

1. Lot Area: Two thousand five hundred (2,500) square feet for all mixed use.
2. Lot Width: No minimum.

G. Yard Requirements:

1. Minimum Depths: Yards of the following minimum depths shall be provided:
 - a. Front Yards: No minimum.
 - b. Side Yards: No minimum.
 - c. Rear Yard: Not less than ten feet (10').
 - d. If the side yard or rear yard abuts a residential district, there shall be a minimum five foot (5') side yard and twenty foot (20') rear yard.
2. Vegetation In Yards: Property owners may plant bushes, trees, flowers or other ornamental plantings; however, for

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

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

I. Fences:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 19-153 – DEVELOPMENT DISTRICTS

(3) MIXED USE DISTRICT: MXD

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

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

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

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

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

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

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

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

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

- (d) Surface parking shall not exceed 110% of the minimum parking requirement for the subject land use(s) as identified in the Section 19-301 of the Zoning Code. Exemptions to the standard can be approved through site/design review for developments that provide parking structures, shared parking, valet parking spaces, market rate parking, or similarly managed parking facilities;
 - (e) Parking Structures with frontages on commercial corridors must allocate space for commercial use on the first floor.
 - (f) Parking Structures located adjacent to a residential use shall have a side and rear setback of 20 feet and be landscaped and screened. Should the Parking Structure be located on a corner adjacent to residential uses, the first floor commercial use must wrap the corner and the landscaped setback may be reduced to 10 feet.
 - (g) The Parking Structure must be screened or wrapped with the Mixed Use Structure with a minimum of 25 feet of either hard or softscape design or an approved mixture of both.
- (8) The area covered by impervious surfaces (i.e., area covered by buildings and pavement) shall be minimized to the greatest extent practicable; best practices for surface water management shall be required.
- (9) Building setbacks shall be as follows:
- (a) Front setback along a primary or major street shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum.
 - (b) Front setback along a secondary or minor street shall utilize a Build-to Zone of 0 feet minimum to 10 feet maximum.
 - (c) Side setback along a primary or major street shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum.
 - (d) Side setback along a secondary or interior street shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum.
 - (e) Rear setback shall utilize a Build-to Zone of 0 feet minimum and 10 feet maximum to other properties within the MXD.
 - (f) Side and Rear setbacks abutting residential districts shall be 20 feet.
- (10) Side and Rear setbacks abutting other commercial properties shall be 10 feet. The maximum Floor Area Ratio (FAR) shall be [2.0] for mixed-use buildings and [1.25] for all other buildings.

(F) Permitted Uses. The following are the principal uses permitted in this district:

- (1) Single Family Residential detached and attached.
- (2) Live/Work Space located above the ground floor of commercial buildings.
- (3) Multi-Family Residential (for-lease apartments, condominiums).
- (4) Commercial recreation establishments, including movie theaters, pool and video game rooms, bowling and skating rinks.
- (5) Primary retail establishments such as department stores, general mercantile stores, clothing, variety, and similar low bulk items.
- (6) Secondary retail establishments such as those selling principally one-stop items, usually high-bulk, including furniture, appliance, home furnishings, floor coverings,

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

(G) Approval Process

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

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

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

AND

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

BACKGROUND

The existing HVAC system is approximately 23 years of age and in need of replacement. The A coil and condenser have required service over the past few years and now need to be replaced. They are requiring more service calls for loss of Freon charge and other mechanical failures. The new unit would also be more energy efficient. Staff continues to experience issues with the following:

The scope of work calls out for the following:

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

Staff has solicited for quotes and below are the results:

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

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

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

COMMITTEE RECOMMENDATION

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

AND

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from Season Comfort, Corp., for the removal and replacement of the heating, ventilation and air conditioning (HVAC) system at Darien City Hall, 1702 Plainfield Road, in amount not to exceed \$18,275.00, copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 5th day of June, 2023.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 5th day of June, 2023.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Season Comfort, Corp.

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

Quotation

Date	Quote #
11/16/2022	8810

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

Job Name
City of Darien 1702 Plainfield Rd. Darien, IL. 60561

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

Signature _____

AGENDA MEMO
City Council
June 5, 2023

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 utilizing the services of GovDeals, Inc., or dispose of said property.

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

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends the approval of an ordinance authorizing the disposal of surplus property.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

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

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

**ADOPTED BY THE
MAYOR AND CITY COUNCIL**

OF THE

CITY OF DARIEN

THIS 5th DAY OF JUNE 2023

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

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

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

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

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

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

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

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

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

ORDINANCE NO. _____

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

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND

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

- 300 B-boxes
- 10 locations to jet storm sewers
- 40 events-water main breaks and hydrant repairs

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

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

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

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

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY23-24 BUDGET	PROPOSED EXPENDITURE	BALANCE
02-50-4231	Maintenance -Water System	\$40,500	\$43,350	(\$2,850)
01-30-4243	Rent-Equipment	\$27,000	\$28,900	(\$1,900)
		\$67,500	\$72,250	*(\$4,750)

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

COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from EJ Equipment for a lease agreement of a vactor truck for hydro excavations of buffalo boxes, main line valves, fire hydrant and utility pot holes and storm sewer basin cleaning and storm sewer main line jetting at various locations throughout the City at the proposed unit price and not to exceed \$72,250, attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Dennis Cable

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

Hi Dennis,

Here are the current rates:

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

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

[Click here to See the EJ Difference!](#)



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

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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

Thanks,

Dennis Cable

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

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

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

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

AND

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

BACKGROUND/HISTORY

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

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

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

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

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

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

E.H. Wachs is the original product manufacturer of its brand and is exclusively manufactured and sold by Wachs Utility Products. See [Attachment A](#).

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

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

COMMITTEE RECOMMENDATION

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

AND

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

MEMO



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
(847) 537-8800 | Fax (847) 520-1147
turnvalves.com

May 4, 2023

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

To whom it may concern,

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

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

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

Yours Very Truly,

A handwritten signature in cursive script that reads "Ken Redding".

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby approves the purchase of a water valve exercisor from E.H.Wachs for a total amount not to exceed \$131,250.00, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

Quotation

Page 1 of 2

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

Date: 5/4/2023
 Quotation Number: KR196081
 Payment Terms: Net 30 Days
 Shipping Terms: FCA Origin
 Valid Through: 7/3/2023
 Estimated Delivery: 8 Weeks ARO

E.H. Wachs is pleased to offer the following quotation.

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
1	77-000-54 Standard LX (Diesel) – VMS (RH): Single turner valve maintenance skid; includes Wachs 750 ft-lb (1020 Nm) Extended Reach Valve operator for those preventive maintenance activities, telescoping valve key and Wachs ruggedized TC-100 with GPS controller/datalogger. A Tier 4F compliant, Kubota 1.1L, I-3 4-stroke, liquid cooled, IDI diesel engine provides ample power for all contained functions, including an auxiliary HTMA Class II circuit; 10 gallon (38 L) reservoir, fan cooled heat exchanger, continuous duty rated for 8 GPM (30.3 LPM) @ 2,000 PSI (140 bar). A positive displacement blower provides 500 CFM (14.2 cmm)-11" (280mm) Hg vacuum, with spoils containment provided by a 250 (950 L) gallon tank with power hydraulic dump (rear discharge) and latching rear door. Also driven from the common power train is a 2.5 GPM (9.5 LPM) @ 3000 PSI (210 bar) pressure washer system with 3 gallon (11.4 L) anti-freeze tank and 95 gallon (360 L) water tank. Includes 2-1/2" (63.5mm), 1-1/4" (31.75mm) & 7/8" (22mm) suction wands and one each short and long wash-down guns. The LX package bundles the service light bar with arrow board, 45' (14 M) auxiliary hydraulic hose reel for operation of hydraulic power tools & Bluetooth tethering module (installed in ERV-750) for wireless communication between the exerciser and Controller/Data Logger.	1	EA	87,995.00		87,995.00
<p>Available Options:</p> <p>17-405-00 Grand Upgrade The VMS skid is designed to accept a second valve operator; our top dog TM-7 HD Plus valve operator (up to 2,500 ft-lb of torque) with both automated and manual control ideal for larger, older, stubborn, or stuck valves, generating up to a massive 2,500 ft lbs [3,390 Nm] in a controlled, gradual manner to prevent breakage. Ships mounted in VMS at minimum width, consult manual for accommodating wider deck widths.</p> <p>77-409-00 Job Box Weather tight, locking aluminum job box measures 30" wide, 17" tall, 16" deep and comes with mounting trim to close off the surrounding cavity. This job box is only an option when not outfitting the VMS with TM-7 HD Plus (fits into cavity reserved for the 17-405-00)</p> <p>77-414-02 Hot Water Heater Alkota 385000 Btu, hydro insulated cold water wrap coil construction with 13 gallon diesel fuel tank, draft diverter, thermostat, high limit temp control and flow switch for on demand hot water.</p> <p>79-412-02 Trimble R2 GNSS receiver provides capability of submeter to centimeter level positioning accuracy (highest accuracy in real-time with the use of correction sources) over the included navigation grade GPS.</p>						
2	17-405-00 TM-7 HD Plus (only for LX or Builder installs) Automated Valve Operator, Exercisor and Rehabilitator with Bluetooth Kit for VMS systems, featuring Wachs industry leading automation . Heavy Duty 2,500 ft. lb. torque system with dual hybrid control functionality. Operate either fully automatic with Controller/Datalogger (part #79-422-01/02/05/06 not included), or manually through direction control toggle, digital revolution counter and torque output guage (no Controller/Datalogger required). Mounting frame is indexable to VMS in 2-1/2" increments to adapt to different bed widths; shipping location is plum to skid frame (72" skid width) to 15" beyond (87" skid width). For wider truck decks the TM-7 needs to be mounted outside the VMS; if mounting in other than default location, longer hydraulic hoses may be required (not included). Kit includes TM-7 HD Plus, bluetooth adapter, 8" valve key, mounting hardware and interface plumbing. May require Ruggedized Controller/Datalogger (Part#79-422-01/02/05/06) if not already included in other options.	1	EA	21,995.00		21,995.00
3	77-400-00 8,000 GVRW VMS Bunk Trailer manufactured by Karavan Trailers for Wachs. Perimeter frame deck area approximately 8' x 6' with three cross braces for installation of Wachs Standard VMS with provision to add Wachs TM-7 HD Plus. Single torsion flex, sure lube axle, 12" electric brakes running on ST255/85R16E radial tires rated to 4,080 pounds. The trailer is two coat, black wet painted to match the skid platform, utilizes a 2,500 jack and is interfaced with a standard 3" pintle ring. All lighting is LED and fully grounded.	1	EA	8,495.00		8,495.00
4	77-409-01 A-Frame Job Box for VMS Trailer. 66" Long, 15" deep and 18" Tall. Twin interconnected latches with lock on street side and dedicated storage pocket for manuals. Sturdy .100" thick, polished diamond plate aluminum, watertight with gas springs on full 90 degree lid.	1	EA	1,150.00		1,150.00



600 Knightsbridge Parkway, Lincolnshire, Illinois 60069
 (847) 537-8600 | Fax (847) 520-1147
 turnvalves.com

Quotation

Page 2 of 2

TO: **Dennis Cable**

Date: 5/4/2023

Quotation Number: KR196081

Item Number	Description	Qty	U/M	Unit Price (USD)	Disc%	Line Total (USD)
5	08-000-15 Valve Nut Rx Kit - Includes 7' Nut Extracting Tool and 7' Installation Tool, Toolbox, (10) Stainless Steel Emergency Nuts, (1) each sizes 1-10 with Template. (1) Professional Battery Operated Drill to operate drill and tap kit included, (1) Set of extracting sockets, (1) Set of Deep Well 6 Piece Sockets with sleeves, (1) Chaser Kit - 3/4", 5/8", 1/2", 9/16", 3lb. Sledge Hammer with Soft Sledge, Allen Wrench Set, Grease Tube, (1) Each 1/4" and 11/32" Drill Bits. Kit also includes 6" File, Flashlight, Adjustable Magnet, Roll of Fixing Tape and all necessary hardware to reinstall operating nuts.	1	EA	8,495.00		8,495.00
6	08-403-00 Stainless 2" AWWA Nut Set - Standard with Flange - Includes (10) Operating Nuts - (1) Each 1-10 Standard with Plastic Gauge Plate to size operating nuts. Items installed on Lower Gauge Plate in Specialized Tool Box.	2	EA	895.00		1,790.00
7	08-413-01 Operating Nut, Emergency - 1	1	EA	210.00		210.00
8	79-430-20 Field training - 1 day program. Training topics range from field operation of the mechanical systems like hydro-excavation and Valve operator; to training of computerized controllers and preventive maintenance software like VITALS. Field crews and participants will be shown, in detail, standard procedures for safe and efficient operation and use of valve maintenance tools.	1	EA	2,495.00	100.0%	0.00
Subtotal						130,130.00
Shipping & Handling						1,120.00
Total (USD)						\$131,250.00

We will prepay and add shipping charges to your order, or we can ship collect via your choice of carrier service. If you have any questions please feel free to call Henry Roman at 847-224-6029 or call me at 847-484-2773.

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

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

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

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

AGENDA MEMO

City Council

June 5, 2023

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

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

Below are additional bullet points regarding the units:

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

Frost Solutions Mini-RWIS Sensor is the exclusive product and service that is exclusively manufactured and sold by Frost Solutions, LLC. See [Attachment A](#).

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

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

COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

MEMO



April 25th, 2023
City of Darien, IL

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

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

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

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

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

Frost Solutions Proprietary Hardware

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

Frost Solutions Pricing

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

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

Sincerely,

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby accepts the proposal of a subscription based Mini-Road Weather Information Systems sensors from Frost Solutions, LLC., in an amount not to exceed \$19,600, a copy of which is attached hereto as "[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 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



ORDER FORM

FROST SOLUTIONS, LLC & City of Darien, IL

PROPOSAL DATE: 12.14.22

Frost Solutions Mini RWIS

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

Hardware

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

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

Application Services

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

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

Terms & Conditions

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



Payments/Refunds/Cancellation

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

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

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

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

FROST SOLUTIONS, LLC	City of Darien, IL
	
Mike Kirsh Owner	Printed Name Kris Throm Title Superintendent
Date: 12-16-2022	Date: 12-16-2022

MASTER SERVICE AGREEMENT

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

RECITALS

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

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

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

1. DEFINITIONS

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

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

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

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

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

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

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

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

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

“Service Level Agreement” means the Service Level Agreement attached hereto as Exhibit A.

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

2. PROVISION OF SERVICES/RIGHTS OF USE

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

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

3. CUSTOMER RESPONSIBILITIES AND USE GUIDELINES

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

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

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

4. SERVICE LEVEL AND SUPPORT

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

5. FEES AND PAYMENT

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

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

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

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

6. CONFIDENTIAL INFORMATION

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

7. INTELLECTUAL PROPERTY RIGHTS

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

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

8. WARRANTIES AND DISCLAIMERS

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

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

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

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

9. LIMITATION OF LIABILITY

EXCEPT FOR LIABILITY ARISING FROM THE PARTIES INDEMNIFICATION OBLIGATIONS IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF

ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL FROST SOLUTIONS' AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED AMOUNTS ACTUALLY PAID OR PAYABLE BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTHS PRECEDING THE INCIDENT GIVING RISE TO LIABILITY.

10. INDEMNIFICATION

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

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

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

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

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

11. TERM AND TERMINATION

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

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

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

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

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

12. PUBLICITY

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

13. SURVIVING PROVISIONS

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

14. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

(Signature page follows)

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

FROST SOLUTIONS, LLC

Customer: City of Darien, IL

By: Mike Kirsh

Name: Mike Kirsh

Title: Owner

By: Kris Throm

Name: Kris Throm

Title: Superintendent

EXHIBIT A

SERVICE LEVEL AGREEMENT

AVAILABILITY

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

SUPPORT

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

Signature Certificate

Reference number: QZ5W5-WMNTW-F9UEX-WKS68

Signer	Timestamp	Signature
Kris Throm Email: kthrom@darienil.gov Shared via link Sent: 16 Dec 2022 21:43:21 UTC Viewed: 19 Dec 2022 13:03:15 UTC Signed: 19 Dec 2022 13:03:46 UTC		 IP address: 50.198.19.177 Location: Darien, United States
Mike Kirsh Email: kirsh@frostsolutions.io Sent: 16 Dec 2022 21:43:21 UTC Viewed: 16 Dec 2022 21:43:22 UTC Signed: 19 Dec 2022 14:56:08 UTC		 IP address: 98.206.25.46 Location: Chicago, United States

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

Page 1 of 1



Signed with PandaDoc

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AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of the following items:

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

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

RESOLUTION

BACKGROUND/HISTORY

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

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

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

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

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

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

NAPA Auto Parts is a vetted vendor through the Sourcewell Purchasing Cooperative, under contract #032521-GPC, for equipment sales to municipalities nationally. See [Attachment A](#).

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

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

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends authorizing the purchase of the following items:

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

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

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

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

NAPA Auto Parts Sourcewell Pricing Discount 1/1/2022

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



Solicitation Number: RFP #032521

CONTRACT

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

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Aftermarket Vehicle Parts and Supplies from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 19, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new/current model or remanufactured to OEM standards. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** All Equipment and Products supplied pursuant to the Contract are subject to the terms of written warranties provided by the manufacturer of each Product and Equipment, and Vendor shall use reasonable commercial efforts to assist the Member in processing all warranty claims that the Member may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Member in connection with any claims concerning the Products and Equipment supplied pursuant to the Contract. **ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED.** Copies of the manufacturers' warranties are available to the Member upon request. Vendor will pass through all available warranty benefits from the applicable manufacturer to the Member to the extent permitted by contract or law.

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

3. PRICING

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

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

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

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

C. **HOT LIST PRICING.** At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Contract Administrator. This form is available from the assigned Sourcewell Contract Administrator. At a minimum, the request must:

David Fell

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

Absolutely,

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

Thank You,
Don

Get [Outlook for iOS](#)

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

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

Hi David,

Thanks for reaching out.

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

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

Thank you.

Nick Trout | Supplier Development Administrator

Office: 218-895-4129 | **Cell:** 218-296-2565

Website: sourcewell-mn.gov



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

EXTERNAL

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

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

Hi David,

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

- NAPA contract #062916-GPC was replaced with [NAPA contract #032521-GPC](#)
- NAPA contract #061015-GPC was replaced with [NAPA contract #110520-GPC](#)

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

Thank you!

Jill Park | Supplier Development Specialist

Office: 218-895-4181

Website: www.sourcewell-mn.gov



From: David Fell <dfell@darienil.gov>
Sent: Tuesday, May 2, 2023 1:44 PM
To: Jill Park <Jill.Park@sourcewell-mn.gov>
Subject: contract source

EXTERNAL

Hi here is the quote I received.

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to purchase the following items: Coats MAXX80220 Tire Changer, Coats 15003DA Tire Balancer, Coats 800525 Wheel Lift to Balancer, Coats 113277C Light Truck Cone Kit, Coats 5610104 Pin Plate, Tiger Tool King Pin Press, from NAPA Auto Parts in an amount not to exceed \$26,685.00, a copy of which is attached hereto as "[Exhibit 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 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



QUOTE

Napa Auto Parts
 700 Enterprise Ct
 Naperville IL 60540
 630 305 4666

Thomas_slodkowski@napastore.com

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

CUSTOMER

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

Sourcewell contract numbers #032521-GPC, #061015-GPC

DESCRIPTION	TAXED	AMOUNT
Coats MAXX80220 Tire changer		\$11,899.00
Coats 15003DA Tire balancer		\$8,999.00
Coats 800525 wheel lift to balancer		\$1,213.00
Coats 113277C Light truck cone kit		\$355.00
Coats 5610104 pin plates		\$2,370.00
Tiger Tool King Pin press		\$1,849.00

Subtotal	\$26,685.00
Taxable	
Tax rate	
Tax due	-
Other	-
TOTAL	\$ 26,685.00

1. Customer will be billed after indicating acceptance of this quote
 2. Payment will be due prior to delivery of service and goods
 3. Please fax or mail the signed price quote to the address above

Customer Acceptance (sign below):

x _____

Print Name:

Date:

If you have any questions about this price quote, please contact
 Thomas Slodkowski 815-641-8109 thomas_slodkowski@napastore.com

Thank You For Your Business!

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

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

AND INCLUSIVE OF

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

AND

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

BACKUP- Letter of Understanding

BACKGROUND

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

The scope of work includes the following:

Remove all steel protrusions

Remove 2 ft. of concrete parking lot for approximately 65 ft. at the parking lot behind bush line

Grade the existing area for sheet flow over sidewalk to the existing ditch

Remove the existing bush line

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

Topsoil, seed and blanket all disturbed areas

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

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

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

The scope of work for the proposed is as follows:

Remove the wooden posts and rail components

Install approximately 220 lineal feet of a 3-foot-high vinyl cyclone fence

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

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

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

COMMITTEE RECOMMENDATION

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

AND INCLUSIVE OF

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

AND

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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



May 25, 2023

Coachman Condominium No. 1, Inc.
1640 Royal Oak, Unit 11
Darien, IL 60561

Dear Vice President Michael Collins and Ms. Maria Kenigsberg

REF: Letter of Understanding-1640 Royal Oak Drive-Coachman Condominium No. 1-Landscape Safety Walk Project

The following letter of understanding is in regards to ongoing discussions regarding the Landscape Safety Improvement fronting the Subject property on Frontage Road, adjacent to the existing sidewalk. The project goal is to create an optimal and safe pedestrian sidewalk. The scope of work includes the following:

- Remove all steel protrusions
- Remove 2 ft. of concrete parking lot for approximately 65 ft. at the parking lot behind bush line
- Grade the existing area for sheet flow over sidewalk to the existing ditch
- Remove the existing bush line
- Add topsoil for the planting of 45 6-foot Wintergreen Arborvitae
- Topsoil, seed and blanket all disturbed areas

The City will purchase, plant and provide a one-year guarantee for 45 six-foot-high Wintergreen Arborvitae. The estimated total cost is \$16,000. The Coachman Condominium has committed a one-time financial contribution of 2,500 and the City of Darien will be responsible for the residual. Upon completion of the improvement the landscape improvement will be owned and maintained by the HOA. The City will invoice the HOA upon completion of the project.

Should you have any further questions or comments please feel free to contact me at 630-353-8106. Upon your review please acknowledge the letter of understanding.

Sincerely

Dan Gombac
Director of Municipal Services

City of Darien

Mayor Signature: _____

Date: _____

Resolution No: _____

1640 Royal Oak Drive-Coachman Condominium No 1

Vice-President Michael Collins

Representative Signature _____

Position _____

Date _____

Treasurer Maria Kenigsberg

Representative Signature _____

Date _____

Billing Address _____ 1640 Royal Oak, Unit 11 _____

City _____ Darien _____ State _____ IL _____ Zip Code _____ 60561 _____

cc: Bryon Vana, City Administrator
Julie Saenz, City Accounting Manager
Kris Throm, Superintendent of Municipal Services

MEMO

Regina Kokkinis

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

Is there any disposition on the issue below?

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

Please have this checked out and take the appropriate action.

Thank you, Jim

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

Good afternoon Jim,

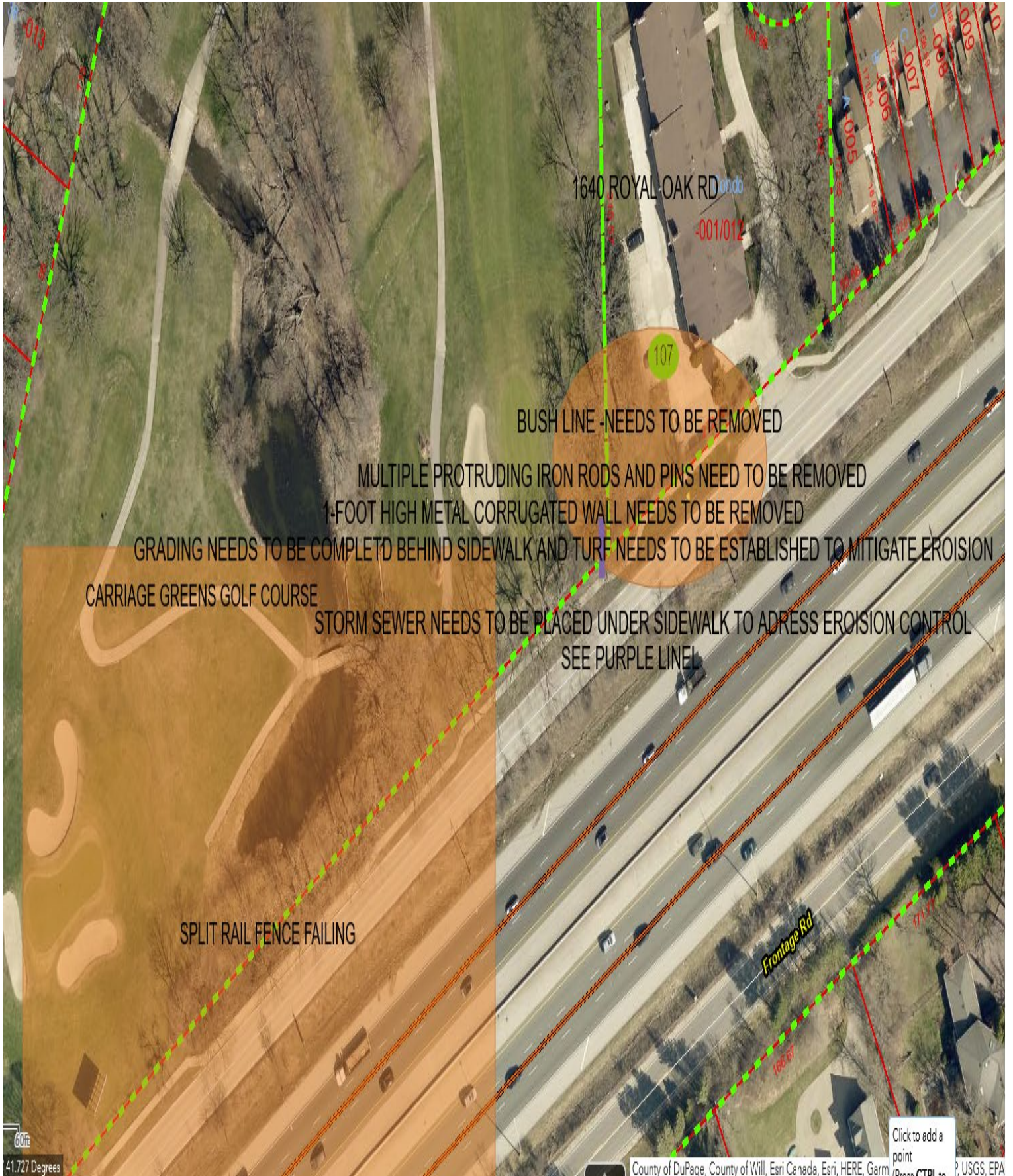
Attached are additional concerns on North Frontage Rd from Resident Kelly Glisan, concerning safety hazards adjacent to the existing sidewalks. Specifically there are two areas: The first issue fronts the Carriage Greens Golf Course where this is a split rail fence that requires replacement. It appears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

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

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

Sincerely,

Daniel Gombac
Director of Municipal Services



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

Dan – See email attached from resident.

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



Jordan Yanke

Senior Planner
1702 Plainfield Road, Darien, IL 60561

Email: jyanke@darienil.gov

Office: (630) 353-8113 |

Connect with the City of Darien!



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

Need to field review

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

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

Thanks.

Jordan Yanke

Senior Planner
1702 Plainfield Road, Darien, IL 60561

Email: jyanke@darienil.gov

Office: (630) 353-8113 |

Connect with the City of Darien!

From: Jordan Yanke
Sent: Friday, September 30, 2022 12:13 PM
To: Dan Gombac <dgombac@darienil.gov>; Kris Throm <kthrom@darienil.gov>; 'KARYN BYRNE' <karynbyrne1@comcast.net>
Subject: RE: Automatic reply: Code Enforcement Officer Requests

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

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

Jordan Yanke

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

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

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

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

Jordan;

Thanks for all you do!

The giant road kill in middle of road was picked up.

The condo did trim their bushes this afternoon.

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

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

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

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

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

Again, thanks for all you do for the community.

Kindest Regards,

Kelly

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

Jordan,

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

It is the bushes that are parallel to the sidewalk along North frontage road east of Oldfield about 500 yards. Basically where there are 2 large 3 story buildings. The giant, green electrical box runs the last numbers on the 6 panels81 through86. The rebar sticking out over the sidewalk has been spray painted orange by the City or some other inspector, yeh catch a bike pedal on that.

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

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

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

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

Kelly –

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

Jordan Yanke

Senior Planner
1702 Plainfield Road, Darien, IL 60561

Email: jyanke@darienil.gov

Office: (630) 353-8113 |

Connect with the City of Darien!

From: Kelly Glisan <uhgkglisan@sbcglobal.net>
Sent: Monday, August 8, 2022 11:03 AM
To: Jordan Yanke <jyanke@darienil.gov>
Subject: Re: Automatic reply: Code Enforcement Officer Requests

Jordan,

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

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

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

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

Regards,

Kelly Glisan 630-479-0309

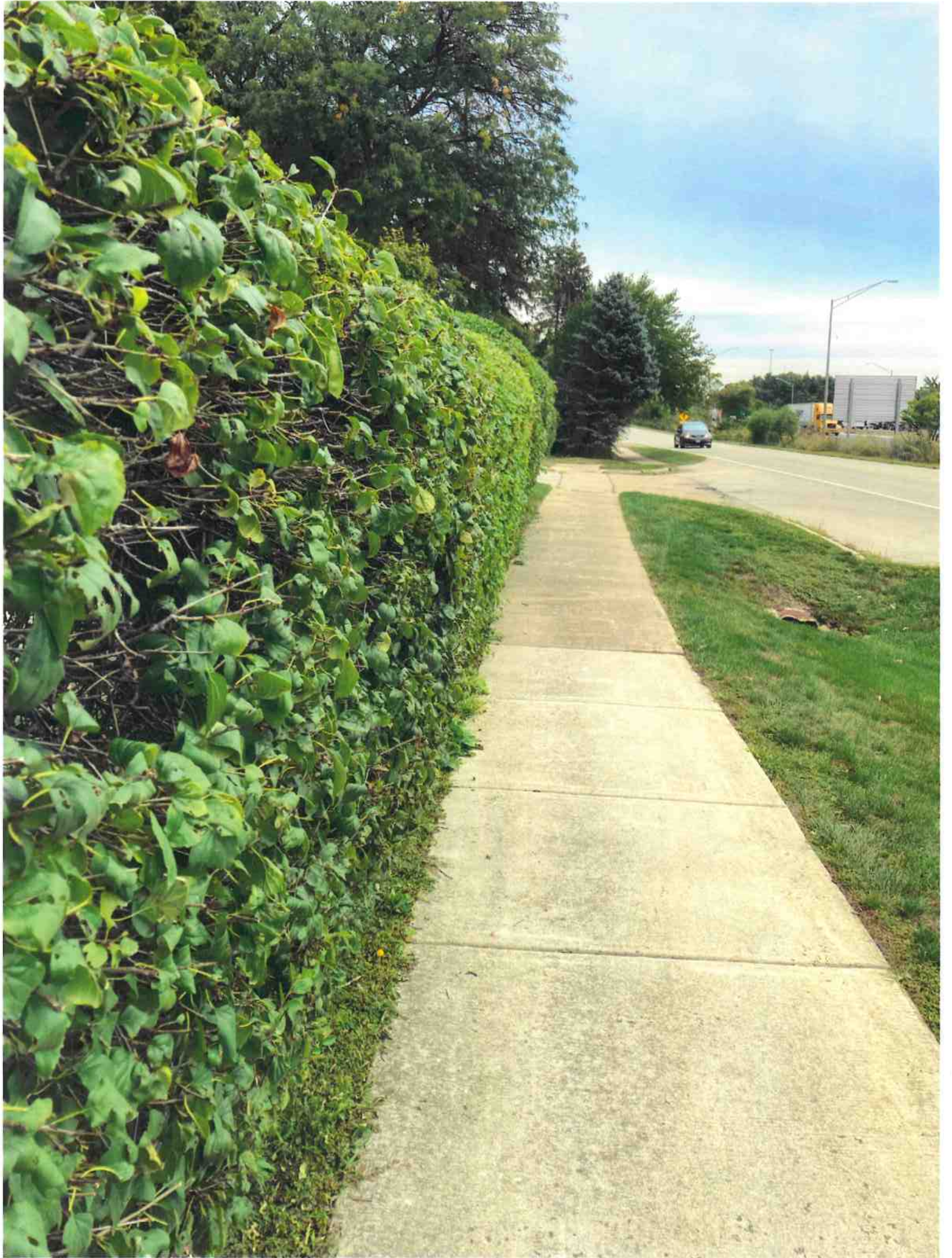
On Wednesday, July 27, 2022 at 02:51:01 PM CDT, Jordan Yanke <jyanke@darienil.gov> wrote:

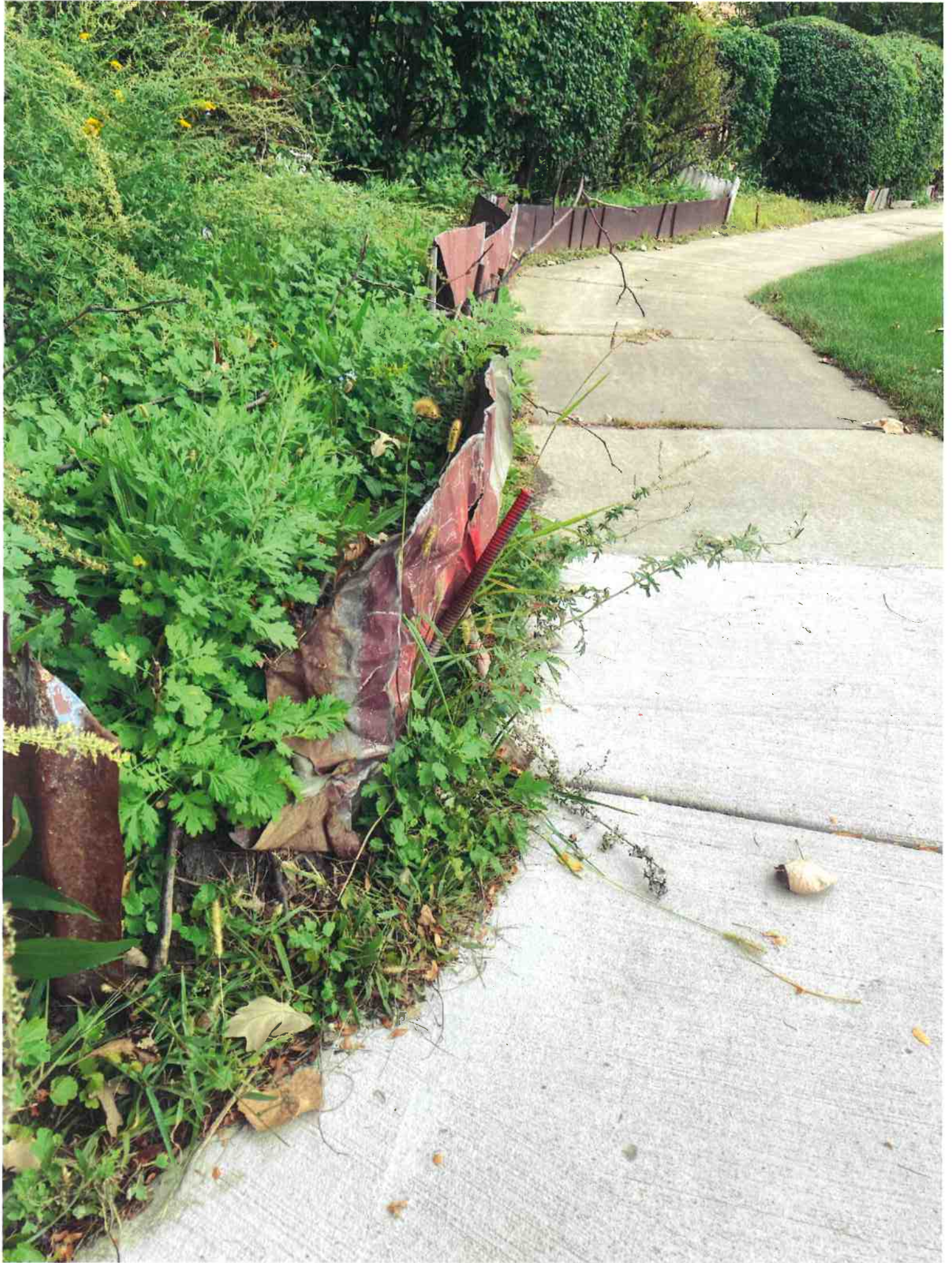
I AM CURRENTLY OUT OF THE OFFICE. IF YOU NEED IMMEDIATE ASSISTANCE, PLEASE CONTACT CITY HALL AT (630) 852-5000.

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

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52686

52684

11

11











JOB LOCATION	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	160 TOTAL QUANTITY		FINAL COST	AWARD/VENDOR
					ACTUAL	ESTIMATED		
	12 INCH PIPE 100 FT	0	LINEAL FT	\$ 51.75			\$ -	
	16 INCH PIPE 100 FT	0	LINEAL FT	\$ 61.20			\$ -	
	CMP							
	12 INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 14.23			\$ -	
	18 INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 19.13			\$ -	
	18 INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 22.76			\$ -	
	24 INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 21.41			\$ -	
	12 INCH CULVERT METAL PIPE	0	LINEAL FT	\$ 61.56			\$ -	
	12 INCH BAND CMP	0	EACH	\$ 26.50			\$ -	
	18 INCH BAND CMP	0	EACH	\$ 34.50			\$ -	
	18 INCH BAND CMP	0	EACH	\$ 42.00			\$ -	
	24 INCH BAND CMP	0	EACH	\$ 50.00			\$ -	
	12 INCH BAND CMP	0	EACH	\$ 114.50			\$ -	
	12 INCH FES	0	EACH	\$ 51.50			\$ -	
	18 INCH FES	0	EACH	\$ 61.50			\$ -	
	18 INCH FES	0	EACH	\$ 121.50			\$ -	
	HOPE							
	4 INCH HOPE PIPE WITH ROCK NUT	0	LINEAL FT	\$ 1.02			\$ -	
	6 INCH HOPE PIPE WITH ROCK NUT	0	LINEAL FT	\$ 1.78			\$ -	
	8 INCH HOPE PIPE WITH ROCK NUT	0	LINEAL FT	\$ 2.70			\$ -	
	12 INCH HOPE PIPE WITH ROCK NUT	0	LINEAL FT	\$ 7.00			\$ -	
	12 INCH HOPE	0	LINEAL FT	\$ 10.00			\$ -	
	14 INCH HOPE	0	LINEAL FT	\$ 11.00			\$ -	
	14 INCH HOPE	0	LINEAL FT	\$ 20.00			\$ -	
	18 INCH HOPE	0	LINEAL FT	\$ 46.22			\$ -	
	18 INCH HOPE	0	LINEAL FT	\$ 50.00			\$ -	
	24 INCH HOPE	0	LINEAL FT	\$ 60.22			\$ -	
	12 INCH BAND HOPE	0	EACH	\$ 15.00			\$ -	
	18 INCH BAND HOPE	0	EACH	\$ 20.00			\$ -	
	24 INCH BAND HOPE	0	EACH	\$ 41.50			\$ -	
	12 INCH HOPE FES	0	EACH	\$ 242.50			\$ -	
	18 INCH HOPE FES	0	EACH	\$ 242.50			\$ -	
	GLARDEN INLET							
	12 INCH GARDEN INLET 2 HOLES	0	EACH	\$ 11.00			\$ -	
	18 INCH GARDEN INLET 2 HOLES	0	EACH	\$ 17.00			\$ -	
	CONNECTORS 4 INCH	0	EACH	\$ 1.00			\$ -	
	CONNECTORS 6 INCH	0	EACH	\$ 7.00			\$ -	
	GLARDEN INLET AVERAGE COST	0		\$ 39.50			\$ -	
	IRON STRUCTURES							
	REPAIR GRATE LAST AROUND	0	EACH	\$ 300.00			\$ -	
	40 TONS WITH 1/2" CURB FRAME ROLL TYPE	0	EACH	\$ 450.00			\$ -	
	MANHOLE STRUCTURES CUSTOM	0	EACH	\$ 1000.00			\$ -	
	CONCRETE STRUCTURES							
	2 X 11 DELET	0	EACH	\$ 101.00			\$ -	
	2 X 24 DELET	0	EACH	\$ 151.00			\$ -	
	2 X 30 DELET	0	EACH	\$ 201.00			\$ -	
	2 X 36 DELET	0	EACH	\$ 251.00			\$ -	
	DECK	0	EACH	\$ 30.00			\$ -	
	CONCRETE PLATWORK							
	CURB AND GUTTER	0	LINEAL FT	\$ 20.00			\$ -	
	SEWERWALK	0	SOFT	\$ 4.24			\$ -	
	ARBONS							
	ARBONS	0	SOFT	\$ 4.50			\$ -	
	TOTAL LENGTH (FT)	0					\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	SEALER	0	SOFT	\$ 4.50			\$ -	
	ASPHALT							
	RETENTION APRON STREET CROSSING SURFACE	0	SQ YD	\$ 50.00			\$ -	
	TOTAL LENGTH (FT)	0					\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	TOP SOIL MATERIAL							
	TOTAL LENGTH (FT)	0	CUBIC YARD	\$ 40.00		100.00	\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	TOP SOIL MATERIAL							
	TOTAL LENGTH (FT)	0	CUBIC YARD	\$ 40.00			\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	TOP SOIL INSTALLED							
	TOTAL LENGTH (FT)	0	CUBIC YARD	\$ 40.00			\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	TOP SOIL INSTALLED							
	TOTAL LENGTH (FT)	0	CUBIC YARD	\$ 40.00			\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	SOIL INSTALLED							
	TOTAL LENGTH (FT)	0	SQUARE YARD	\$ 11.00			\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	SOIL INSTALLED							
	TOTAL LENGTH (FT)	0	SQUARE YARD	\$ 11.00			\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	STONE GRADE 6-8 G							
	TOTAL LENGTH (FT)	0	TON	\$ 25.00			\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	STONE GRADE 6-8 G							
	TOTAL LENGTH (FT)	0	TON	\$ 21.50			\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	STONE GRADE 6-8 G							
	TOTAL LENGTH (FT)	0	TON	\$ 21.00			\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	ANALYTICAL TESTING	1	TEMP SEM	\$ 20.00		20.00	\$ -	
	DEMP FEES	1	PER SITE	\$ 67.50		241.50	\$ -	
	TOTAL LENGTH (FT)	0					\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	DEMP FEES	0	PER SITE	\$ 67.50			\$ -	
	TOTAL LENGTH (FT)	0					\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	DEMP FEES AND CONTAMINATED SOILS	0	PER LOAD	\$ 700.00			\$ -	
	TOTAL LENGTH (FT)	0					\$ -	
	WIDTH (FT)	0					\$ -	
	AREA (SQ)	0					\$ -	
	TRUCKING	1	PER LOAD	\$ 111.00		545.00	\$ -	
	TRUCKING	0	PER LOAD	\$ 111.00			\$ -	
	TRUCKING	10.00	EACH	\$ 100.00		1,000.00	\$ -	
	TRUCK PLANTING	40.00	EACH	\$ 100.00		4,000.00	\$ -	
	TRUCK PLANTING	0	TEMP SEM	\$ 2,500.00			\$ -	
	WATERMANS AND FITTINGS	0	TEMP SEM	\$ 2,000.00			\$ -	
	CUTTER SERVICE AND COPPER FITTING REV	0	TEMP SEM	\$ 2,500.00			\$ -	
	GENERAL SPECIAL 1 FOOT	1	TEMP SEM	\$ 10,000.00		10,000.00	\$ -	
	SUB-TOTAL COST						\$ 21,001.50	
	PER-TOTAL COST						\$ -	
	MANHOLE AND RINGS (NON-FORMATIC WATER QUALITY SYSTEM 6" DIA EPA REG)	0.00	EACH	10% of Subtotal			\$ 2,100.15	BBP?
	MANHOLE AND RINGS (NON-FORMATIC WATER QUALITY SYSTEM 18" DIA EPA REG)	0.00	EACH	10% of Subtotal			\$ -	BBP?
	SUB-TOTAL COST REAR YARD						\$ 21,001.50	
	SUB-TOTAL COST REAR YARD						\$ -	BBP?
	EXCAVATION GRADING		PER HP	\$ 500.00			\$ -	
	REMOVAL							
	4 INCH EXCAVATION PER FOOT REMOVAL OF PIPE		LINEAL FOOT	\$ 14.00			\$ -	
	6 INCH EXCAVATION PER FOOT REMOVAL OF PIPE		LINEAL FOOT	\$ 24.00			\$ -	
	8 INCH EXCAVATION PER FOOT REMOVAL OF PIPE		LINEAL FOOT	\$ 30.00			\$ -	
	12 INCH EXCAVATION PER FOOT REMOVAL OF PIPE		LINEAL FOOT	\$ 54.00			\$ -	
	STRUCTURE REMOVAL		EACH	\$ 100.00			\$ -	
	4 INCH CORROLATED PIPE INSTALLATION		LINEAL FOOT	\$ 14.00			\$ -	
	6 INCH CORROLATED PIPE INSTALLATION		LINEAL FOOT	\$ 24.00			\$ -	
	8 INCH CORROLATED PIPE INSTALLATION		LINEAL FOOT	\$ 30.00			\$ -	
	12 INCH PIPE INSTALLATION		LINEAL FOOT	\$ 54.00			\$ -	
	CONTRACT STRUCTURE INSTALL		EACH	\$ 100.00			\$ -	
	INSTALL UNLU INLET BONES		EACH	\$ 30.00			\$ -	
	CONTRACT COST						\$ -	
	CONTRACT COST						\$ -	
	SUB-TOTAL COST						\$ 21,001.50	
	SUB-TOTAL COST						\$ -	
	CONTINGENCY	10%	TEMP SEM	\$ 2,100.15		2,100.15	\$ -	
	CONTINGENCY	10%	TEMP SEM	\$ 2,100.15		2,100.15	\$ -	
	TOTAL COST						\$ 25,401.80	BBP?

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from The Hidden Gardens for the purchase of 45 6-foot high Green Winter Arborvitae to be placed at 1640 Royal Oak Drive-fronting Frontage Road in an amount not to exceed \$8,325, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



16W658 S Frontage Road
 Willowbrook, IL 60527-7013
 630.655.8283
 www.thehiddengardens.net

Quotation Page 1

Customer Copy

Date: 5/16/2023
 Type:
 Order No: 142893

Client:

Wholesale Sale

Willowbrook IL 60521

Deliver To / Job Site:

Special Instructions:

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Ship Week	Deliver Via
05/16/2023		COD	Illinois Sales Tax	05/16/2023	Pick Up

Qty	UoM	Product	Unit Price	Extended Amt	Tx	ND	WR
45	Ea	6.00ft THUJA WINTERGREEN	\$185.00	\$8325.00			

Products Amt	\$8325.00
Sub-Total	\$8325.00
Sales Tax	\$682.75
Invoice Total	\$8907.75

Pricing above may not include delivery charge.

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from Peerless Fence for the fence materials and installation of vinyl covered 3-foot high cyclone fence to protect against falls adjacent to Carriage Greens Golf Course, 1600 Block fronting Frontage Road in an amount not to exceed \$9,240, a copy of which is attached hereto as "[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 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PEERLESS FENCE

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

**PROPOSAL AND
ACCEPTANCE****REVISED**

Attn: Dan Gombac

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

We hereby submit specifications and estimates: *Furnish and Install:*

OPTION #1: Galvanized

220' of 3' high galvanized chain link fence

Specifications:

2" mesh x 9 gauge galvanized chain link fence fabric

1 5/8" SS-40 galvanized top rail

1 7/8" SS-40 galvanized line posts, driven into the ground approximately 5' deep (spaced 10' o.c. maximum)

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

PLEASE NOTE:

All removals and brush/tree clearing is by others

Does NOT include and traffic control

Total \$8,580.00

OPTION #2: Black Vinyl Coated

220' of 3' high black vinyl chain link fence

Specifications:

2" mesh x 9 gauge core/8 gauge finish fused bonded black chain link fence fabric

1 5/8" SS-40 black top rail

1 7/8" SS-40 black line posts, driven into the ground approximately 5' deep (spaced 10' o.c. maximum)

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

PLEASE NOTE:

All removals and brush/tree clearing is by others

Does NOT include and traffic control

Total \$9,240.00

Proposal Based on:

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

Full Day Mobilizations.

Spoils spread along the fence line or piled on site.

Normal site conditions.

Peerless standard safety requirements.

Peerless standard certificate of insurance.

Specifications & Quantities Above.

Fence line established by others.

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

Private utilities located by others.

Any required grounding by others.

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

Work performed per our current certificate of insurance.

Exclusions: Bonds, permits, licenses and fees.

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

OWNER MUST OBTAIN ALL PERMITS.

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

Authorized Signature:

Brad Knepper

Brad Knepper, Commercial Sales

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

PEERLESS FENCE

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

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

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

Signature _____

Signature _____

Date of Acceptance _____

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

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

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.

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

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

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

COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

DuPage County Division of Transportation
 Project: 2023 Pavement Marking Maintenance Sec. No: 23-PVMKG-11-GM
 Date of Letting: March 14, 2023 2:00 P.M.

Item No.	Items	Unit	Quantity	Engineer's Estimate		Superior Road Striping, Inc. 1980 N. Hawthorne Ave. Melrose Park, IL 60160		Maintenance Coatings Co. 543 Woodbury St. South Elgin, IL 60177		AC Pavement Striping Co. 695 Church Road Elgin, IL 60123		Precision Pavement Marking Inc.		Marking Specialists Corporation	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	19100	\$4.25	81,175.00	\$5.00	95,500.00	\$5.00	95,500.00	\$11.00	210,100.00	NO BID	NO BID		
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	18100	\$0.60	10,860.00	\$0.70	12,670.00	\$0.60	10,860.00	\$1.80	32,580.00				
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	63100	\$0.86	54,266.00	\$1.00	63,100.00	\$1.05	66,255.00	\$2.65	167,215.00				
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	16700	\$1.27	21,209.00	\$1.40	23,380.00	\$1.75	29,225.00	\$3.65	60,955.00				
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	35100	\$1.85	64,935.00	\$2.00	70,200.00	\$2.50	87,750.00	\$5.50	193,050.00				
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	7000	\$4.27	29,890.00	\$5.00	35,000.00	\$5.00	35,000.00	\$11.00	77,000.00				
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	650000	\$0.30	195,000.00	\$0.34	221,000.00	\$0.32	208,000.00	\$0.47	305,500.00				
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	7800	\$5.84	45,552.00	\$6.00	46,800.00	\$6.00	46,800.00	\$11.00	85,800.00				
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	28100	\$0.85	23,885.00	\$0.90	25,290.00	\$0.85	23,885.00	\$1.65	46,365.00				
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	14700	\$1.51	22,197.00	\$1.00	14,700.00	\$1.20	17,640.00	\$2.60	38,220.00				
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	2340	\$2.24	5,241.60	\$1.50	3,510.00	\$2.00	4,680.00	\$3.65	8,541.00				
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	960	\$3.41	3,273.60	\$2.00	1,920.00	\$3.00	2,880.00	\$5.50	5,280.00				
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	650	\$5.86	3,809.00	\$6.00	3,900.00	\$6.00	3,900.00	\$11.00	7,150.00				
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	4200	\$3.10	13,020.00	\$3.25	13,650.00	\$3.00	12,600.00	\$16.95	71,190.00				
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	136100	\$0.43	58,523.00	\$0.50	68,050.00	\$0.55	74,855.00	\$1.65	224,565.00				
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$25.00	12,500.00	\$35.00	17,500.00	\$22.50	11,250.00	\$125.00	62,500.00				
17	REPLACEMENT REFLECTOR	EACH	500	\$11.00	5,500.00	\$10.00	5,000.00	\$10.55	5,275.00	\$115.00	57,500.00				
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	800	\$0.60	480.00	\$1.00	800.00	\$2.00	1,600.00	\$2.50	2,000.00				
Bidder's Proposal for making Entire Improvements				\$651,316.20		\$721,970.00		\$737,955.00		\$1,655,511.00		\$0.00		\$0.00	
Quantities shown above include Base Bid + Alternates C															
Base Bid only				\$419,384.32	\$419,384.32	\$474,410.57	\$474,410.57	\$485,560.51	\$485,560.51	\$1,148,742.16	\$1,148,742.16				
Alternate C: Base Bid + Alternate C				\$18,666.34	\$438,050.66	\$21,214.38	\$495,624.95	\$21,077.54	\$506,638.05	\$38,994.14	\$1,187,736.30				



Contractor's Name
Superior Road Striping, Inc.

Contractor's Address City State Zip Code
1980 N. Hawthorne Ave. Melrose Park IL 60160

STATE OF ILLINOIS
Local Public Agency County Section Number
County of DuPage DuPage 23-PVMG-11-GM

Street Name/Road Name Type of Funds
2022 Pavement Marking Maintenance Motor Fuel Tax

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature Date

Submitted/Approved

County Engineer/Superintendent of Highways Date

Christopher Myden 5/10/23

For a Municipal Project

Submitted/Approved/Passed

Signature Date

Official Title

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature Date



Bond No. 800114614

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

Bond information to be returned to Local Public Agency at Div of Trans. 421 N County Farm Rd., Wheaton, IL 60187
Complete Address

We, Superior Road Striping, Inc. 1980 Hawthorne Avenue, Melrose Park, IL 60160
Contractor's Name and Address

a/an Corporation organized under the laws of the State of IL as PRINCIPAL, and
State

Atlantic Specialty Insurance Company 605 Highway 169 North, Suite 800, Plymouth, MN 55441
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
Four Hundred Ninety Five Thousand Six Hundred Twenty Four Dollars and 95/100

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

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 21st day of April, 2023
Day Month and Year

PRINCIPAL

Company Name
Superior Road Striping, Inc.

Company Name

By
Signature & Date
Joan Yario President

By
Signature & Date
[Signature]

Attest
Signature & Date
Joseph Yario VP, Treasurer

Attest
Signature & Date
[Signature]

(If PRINCIPAL is a joint venture of two or more contractors, the company names and authorized signature of each contractor must be affixed.)

STATE OF Illinois
COUNTY OF DuPage

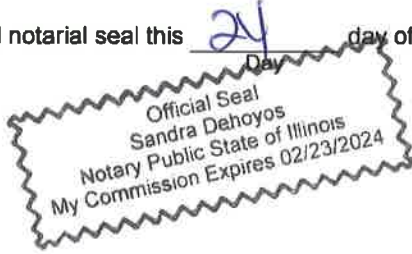
I, Sandra DeHoyos, a Notary Public in and for said county, do hereby certify that
Notary Name

Joan Yario and Joseph Yario
Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21 day of April 2023.
Day Month, Year

(SEAL)



Notary Public Signature & Date

Sandra DeHoyos

Date commission expires February 23, 2024

Sandra DeHoyos

SURETY

Name of Surety

Atlantic Specialty Insurance Company

Title

By: Jodie Sellers

Jodie Sellers, Attorney-in-Fact



STATE OF Illinois
COUNTY OF Cook

I, Donna Irigoyen, a Notary Public in and for said county, do hereby certify that
Notary Name

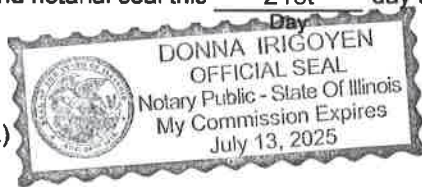
Jodie Sellers, Attorney-in-Fact

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 21st day of April, 2023.
Day Month, Year

(SEAL)



Notary Public Signature & Date

Donna Irigoyen 4/21/23

Date commission expires July 13, 2025

Donna Irigoyen

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

Jean Kaymaub

County
Local Public Agency Type

Clerk

Awarding Authority

County of DuPage

Awarding Authority Signature & Date

[Signature]

5-9-2023



Power of Attorney

Surety Bond No: 800114614

Principal: Superior Road Striping, Inc.

Obligee: County of DuPage

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Jodie Sellers, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

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

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

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

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

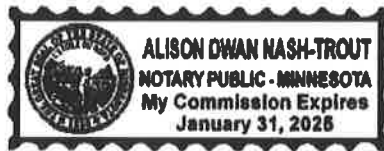
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this fifth day of March, 2020.



STATE OF MINNESOTA
HENNEPIN COUNTY

By *Paul J. Brehm*
Paul J. Brehm, Senior Vice President

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



Alison Nash-Trout
Notary Public

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

Signed and sealed. Dated 21st day of April, 2023



Christopher V. Jerry
Christopher V. Jerry, Secretary



Contractor's Name

Superior Road Striping, Inc.

Contractor's Address

1980 N. Hawthorne Ave.

City

Melrose Park

State

IL

Zip Code

60160

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

23-PVMG-11-GM

Street Name/Road Name

2023 Pavement Marking Maintenance

Type of Funds

Motor Fuel Tax

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Signature and Date boxes for Highway Commissioner

Submitted/Approved

County Engineer/Superintendent of Highways

Date

Signature and Date boxes for County Engineer/Superintendent of Highways

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Signature and Date boxes for Municipal Project

Official Title

Official Title box

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature

Date

Signature and Date boxes for Department of Transportation

Local Public Agency	Local Street/Road Name	County	Section Number
County of DuPage	2023 Pavement Marking Maintenance	DuPage	22-PVMKG-11-GM

- THIS AGREEMENT, made and concluded the _____ day of _____ between the County _____ of DuPage _____, known as the party of the first part, and Superior Road Striping, Inc. _____, its successor, and assigns, known as the party of the second part.
- For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
- It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 22-PVMKG-11-GM in County of DuPage _____, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.
- IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ County _____ of DuPage _____

Clerk	Date
<i>Jean Kaczmarski</i>	5-9-23

(SEAL)



(SEAL)

Party of the First Part	Date
<i>Superior Road Striping, Inc.</i>	5-9-23

(If a Corporation)

Corporate Name
Superior Road Striping, Inc.

President, Party of the Second Part	Date
<i>[Signature]</i>	4-24-23

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part
By: _____

(If a Partnership)

Partner	Date
_____	_____

Partner	Date
_____	_____

Partners doing Business under the firm name of Party of the Second Part

(If an Individual)

Party of the Second Part	Date
_____	_____

Attest: Secretary	Date
<i>[Signature]</i>	4-24-23

(SEAL)

COVER SHEET

Proposal Submitted By:			
Contractor's Name			
Superior Road Striping, Inc.			
Contractor's Address		City	State Zip Code
1980 N. Hawthorne Ave.		Melrose Park	IL 60160

STATE OF ILLINOIS

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

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature	Date
<input type="text"/>	<input type="text"/>
Submitted/Approved	
County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
<input type="text"/>	<input type="text"/>
Official Title	
<input type="text"/>	

Department of Transportation	
Released for bid based on limited review	
Regional Engineer Signature	Date
<input type="text"/>	<input type="text"/>

*County Engineer
on behalf of IDOT pursuant to
Agreement of Understanding
Dated August 7, 2012*

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

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

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the DuPage County Division of Transportation
421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187 until 2:00 PM on 03-14-23
Address Time Date

Sealed proposals will be opened and read publicly at the office of the DuPage County Division of Transportation
421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187 at 2:00 PM on 03-14-23
Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Various County Routes	

Proposed Improvement
 Removal of existing pavement markings and installation of thermoplastic, urethane, and spray thermoplastic pavement markings, and recessed pavement markers.

1. Plans and proposal forms will be available in the office of
 on line at <http://www.dupageco.org/dot/doingbusiness>
 or by contacting the Division of Transportation at (630) 407-6900.

2. ■ Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (DuPage County version of BLR 12201)
 - c. Proposal Bid Bond (BLR 12230)
 - d. **DuPage County Apprenticeship or Training Program Certification (all Apprenticeship/Training Registration Number(s) and/or Certificate(s) need to be included with this form)**
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
 - f. **DuPage County - Required Vendor Ethics Disclosure Statement**
 - g. **IRS Form W-9: Request for Taxpayer Identification Number and Certification**
 - h. **Three (3) References Form**
 - i. **Joint Purchasing Authorization**
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

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

PROPOSAL

- Proposal of Superior Road Striping, Inc.

Contractor's Name

1980 N. Hawthorne Ave. Melrose Park, IL 60160

Contractor's Address
- The plans for the proposed work are those prepared by DuPage County Division of Transportation and approved by the Department of Transportation on _____.
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- 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.
- The undersigned agrees to complete the work within _____ working days or by 8/11/23* & 11/30/23** unless additional time is granted in accordance with the specifications.
- 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 of check shall be forfeited to the Awarding Authority.
- 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 products 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. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, 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.
- 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: County Treasurer of DuPage.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number 23-PVMKG-11-GM.

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

CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

SIGNATURES

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name		
Superior Road Striping, Inc.		
Signature	Date	
	5-3-23	
Title		
President		
Business Address		
1980 N. Hawthorne Ave.		
City	State	Zip Code
Melrose Park	IL	60160

Insert Names of Officers

President
Joan Yario

Attest:



Secretary

Secretary

Joan Yario

Treasurer

Joseph Yario

RETURN WITH BID



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

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

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

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

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

RETURN WITH BID

17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	800	\$1.00	800.00
Bidder's Proposal for making entire improvements (Base + Alternative C)					\$495,624.95

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

RETURN WITH BID

**SCHEDULE OF PRICES
(BASE BID)**

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

Schedule for Single Bid

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

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

RETURN WITH BID

**SCHEDULE OF PRICES
(ALT. C)**

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

Schedule for Single Bid

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

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

RETURN WITH BID

**SCHEDULE OF PRICES
(BID SUMMARY)**

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

BID SUMMARY

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



Apprenticeship and Training Program Certification

RETURN WITH BID

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

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.


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

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work.

International Brotherhood of Teamsters, Local 786

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

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

Bidder	Signature	Date	
Superior Road Striping, Inc.		5-3-23	
Title			
President			
Address	City	State	Zip Code
1980 N. Hawthorne Ave.	Melrose Park	IL	60160



Affidavit of Illinois Business Office



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

I, Joan Yario of Bensenville, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the President of Superior Road Striping, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Superior Road Striping, Inc., will maintain a business office in the State of Illinois, which will be located in Cook County, Illinois.
Bidder County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

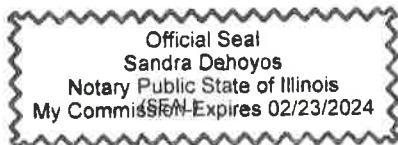
Signature 	Date 5-3-23
Print Name of Affiant Joan Yario	

Notary Public

State of IL
 County DuPage

Signed (or subscribed or attested) before me on 5-3-23 by
(date)

Joan Yario, authorized agent(s) of
(name/s of person/s)
Superior Road Striping, Inc.
Bidder



Signature of Notary Public

 My commission expires _____



Required Vendor Ethics Disclosure Statement

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

Date: _____

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

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

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

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

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

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

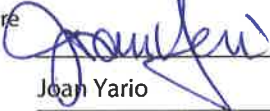
Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

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

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

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

Authorized Signature 

Printed Name Joan Yario

Title President

Date 5-3-23

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

REFERENCES

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

PROJECT	Contract 46604
FIRM	IDOT
ADDRESS	2300 S. Dirksen Parkway Springfield
CONTACT	Pat Kenenakhone
TELEPHONE	847-562-6196

PROJECT	Pavement Marking
FIRM	McHenry Co D.O.T.
ADDRESS	1611 Nelson Rd Woodstock
CONTACT	Brad Cousin
TELEPHONE	815-482-2867

PROJECT	Pavement Marking
FIRM	CITY OF JOLIET
ADDRESS	150 W Jefferson Joliet
CONTACT	Russ Labash
TELEPHONE	815-671-2007

RETURN WITH BID

Joint Purchasing Authorization

County DuPage
Local Public Agency DuPage County D.O.T
Section Number 23-PVMKG-11-GM
Route 2023 Pavement Marking Maintenance

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

**Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.?
The approximate quantity usage is unknown.**

YES X NO _____ **

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

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

\$ 5,000.00 min.

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from Superior Road Striping, Inc. for the 2023 Street Striping Program in an amount not to exceed \$20,000.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RETURN WITH BID



SCHEDULE OF PRICES
(BASE BID PLUS ALTERNATIVES C)

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

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

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

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

RETURN WITH BID

17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	800	\$1.00	800.00
Bidder's Proposal for making entire improvements (Base + Alternative C)				\$495,624.95	

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

RETURN WITH BID

**SCHEDULE OF PRICES
(BASE BID)**

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

Schedule for Single Bid

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

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

RETURN WITH BID

**SCHEDULE OF PRICES
(ALT. C)**

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

Schedule for Single Bid

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

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

RETURN WITH BID

**SCHEDULE OF PRICES
(BID SUMMARY)**

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

BID SUMMARY

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

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

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

Below are further highlights regarding the software:

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

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

service through an online customer service portal that will educate businesses and citizens about licensing requirements and allow drafting and submitting applications with payment of fees online. After submission of applications, constituents will be able to track progress and communicate with City staff through the review and approval process as required. For those that are unable or not comfortable with online submission, City Staff will be able to enter documents for our citizens, as is occurring now.

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

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

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

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

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

COMMITTEE RECOMMENDATION

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

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

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



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-008008
Created On: 4/21/2023
Order Form Expiration: 6/30/2023
Subscription Start Date: 6/30/2023
Subscription End Date: 6/29/2026

Prepared By: Kelly Ammons
Email: kammons@opengov.com
Contract Term: 36 Months

Customer Information

Customer: City of Darien, IL
Bill To/Ship To: 1702 Plainfield Rd
Darien, IL
United States

Contact Name: Dan Gombac
Email: dgombac@darien.il.us
Phone: 630-353-8106

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Permitting, Licensing & Code Enforcement - 1 Service Area <i>Business Licenses, Flag Integration, MAT / Assessor System & Flags, Autofill Interface</i>	6/30/2023	6/29/2024	\$19,165.00
Permitting, Licensing & Code Enforcement - 1 Service Area <i>Business Licenses, Flag Integration, MAT / Assessor System & Flags, Autofill Interface</i>	6/30/2024	6/29/2025	\$26,859.00
Permitting, Licensing & Code Enforcement - 1 Service Area <i>Business Licenses, Flag Integration, MAT / Assessor System & Flags, Autofill Interface</i>	6/30/2025	6/29/2026	\$28,201.95

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Start Date	Professional Services Total:
Professional Services Deployment - Prepaid	6/30/2023	\$24,240.00

Billing Table:

Billing Date	Amount Due	
June 30, 2023	\$43,405.00	(Annual Software Fee + Professional Services)
June 30, 2024	\$26,859.00	(5% Uplift)
June 30, 2025	\$28,201.95	(5% Uplift)

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Darien, IL

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

Signatures

Customer: _____

OPENGOV, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]



OpenGov and City of Darien, IL

Project Plan Letter and Partnership
Investment Summary



A nice place to live.

Jess O'Shea
Account Executive
joshea@opengov.com

Table of Contents

Executive Summary	4
OpenGov Permitting & Licensing	7
Reporting & Transparency Platform	13
Mission-Driven Expertise	17
Company History & Customer Stories	18
OpenGov Support Overview	21
OpenGov Premium Support Overview	23
OpenGov University	26
Partnership Investment Summary	29

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

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

Dear Dan & Jordan,

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

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

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

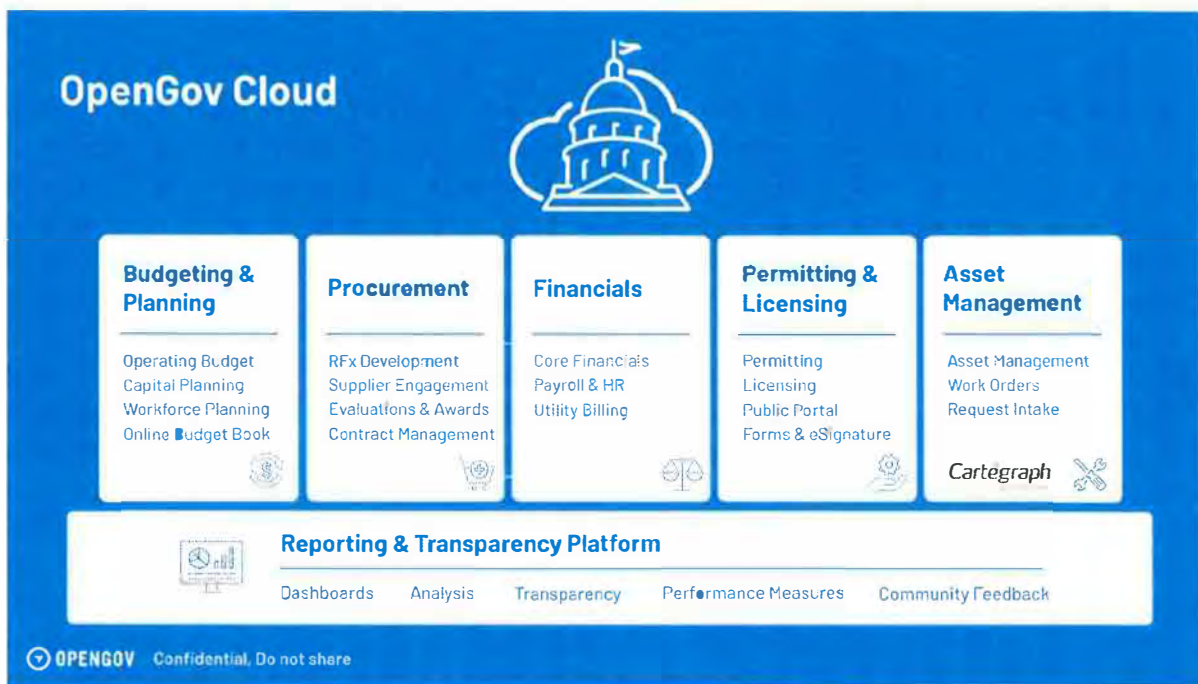
We are on a mission to power more effective and accountable government, and we seek to produce long-term partnerships with the communities we serve. We look forward to putting our entire organization behind the City to ensure this engagement exceeds expectations. I look forward to meeting with you and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

Sincerely,

Jess O'Shea

Executive Summary

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



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

OpenGov Permitting & Licensing is the only solution that provides:

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

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

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

Why OpenGov?

The only modern cloud for local government.

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

A trusted partner.

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

A platform built to grow with you.

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



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

Carl Deeley

Business Administrator | City of Scranton, PA

Benefits of Modern Government Cloud Software

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

✓ Increase Productivity

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

✓ Improve Citizen Experience

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

✓ Strengthen Public Trust

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

✓ Build Resilience

Leaders have confidence in the face of uncertainty that their [processes are secure](#) and sustainable.

All Cloud’s aren’t Created Equal

Many software providers try to sell legacy systems as “cloud” because they are delivered remotely. Same software, different packaging. These aren’t designed for 21st-century government. [Modern government cloud software](#) has these characteristics:

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

OpenGov Permitting & Licensing

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

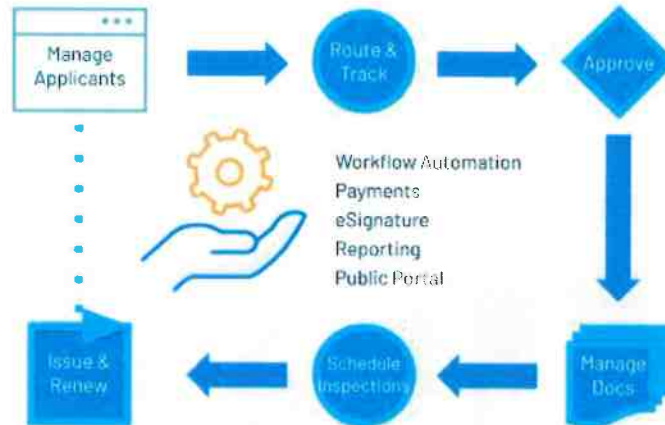
Process and Track Permits with Unparalleled Ease

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

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

Citizen Services

Power every permitting and licensing workflow



 Confidential. Do not share



Process

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



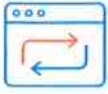
Serve

Let applicants apply, pay for, track, and receive their [permits or licenses online.](#)



Inspect

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



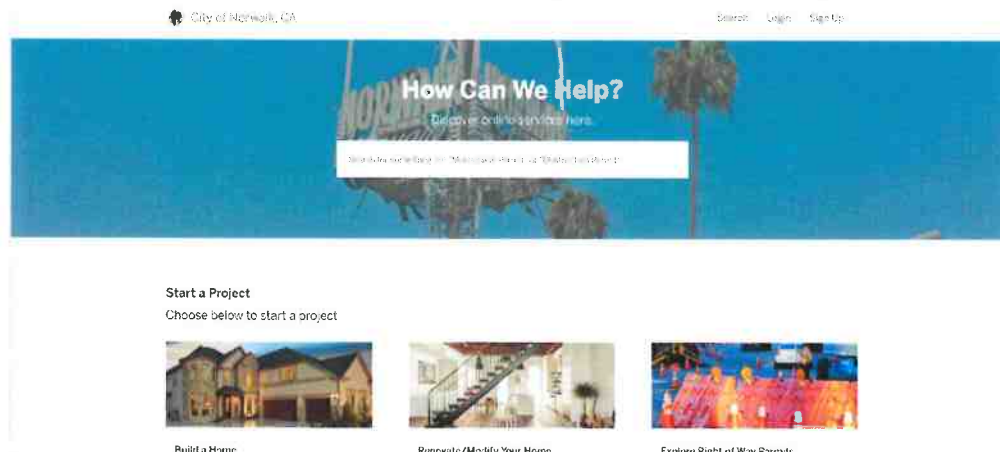
Renew

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

User-Friendly Design

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

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



Flexible, Dynamic Configuration for Easier Implementation & Maintenance

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

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

Seamless Automation for Community Development Workflows

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

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

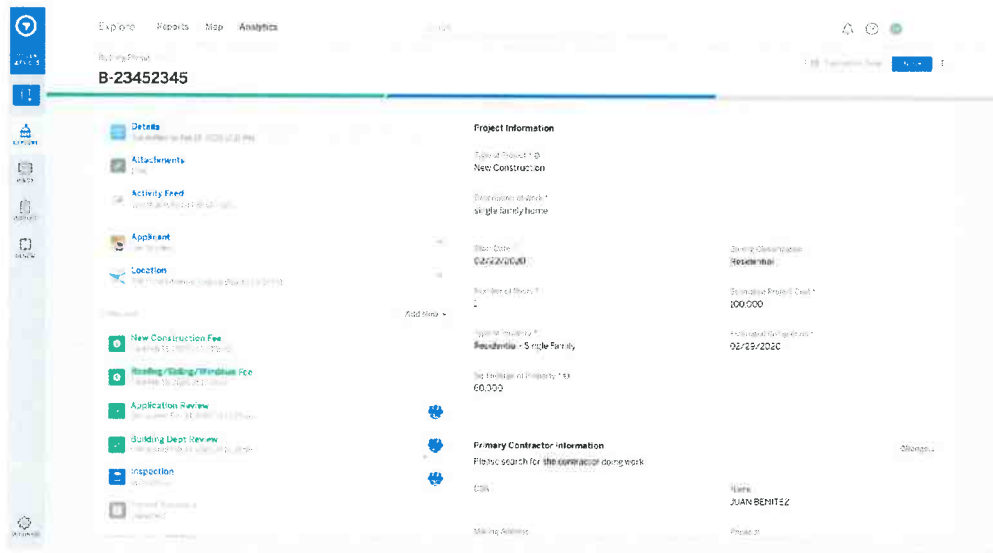
One Solution to Power Every Permitting and Licensing Workflow

 Building Permits	 Planning and Zoning	 Virtual Inspections	 Public Works	 Code Enforcement
 Business Licenses	 Outdoor Dining	 Short Term Rentals	 Cannabis Licensing	 Health Permits
 Pet Licenses	 Fire and Safety	 Police	 Special Events	 Economic Recovery Programs

Key Features

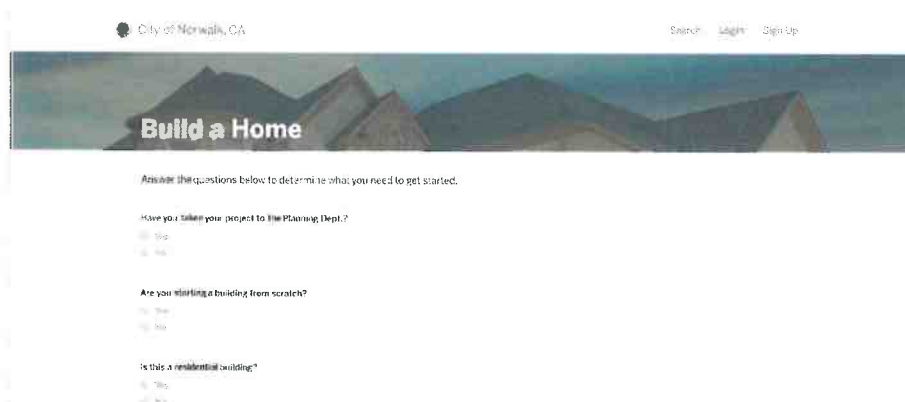
Streamline multi-department workflows through process automation

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



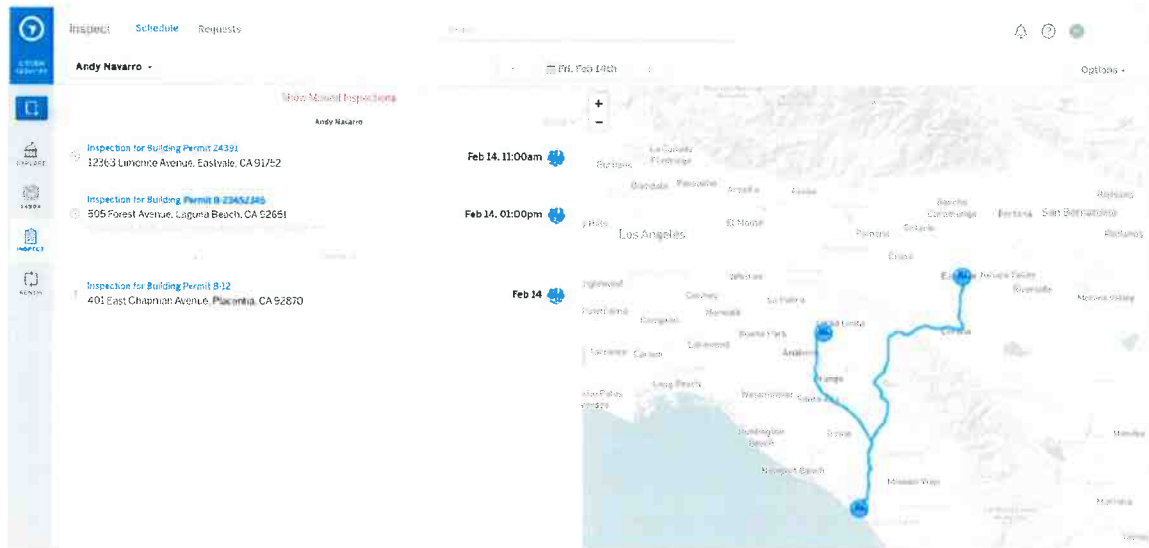
Help your customers help themselves with constituent services

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



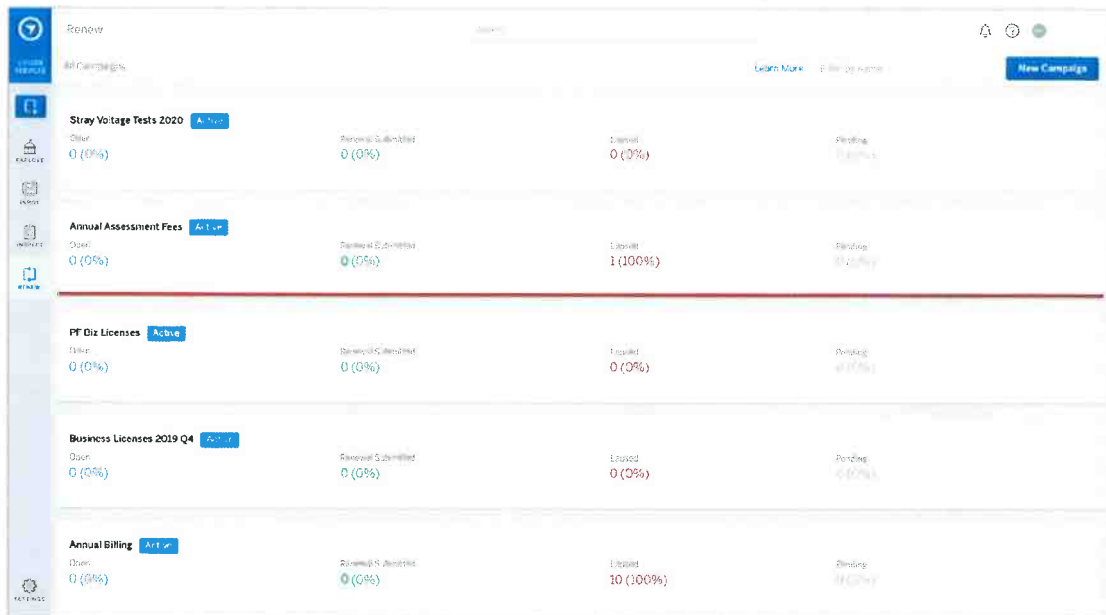
Simplify inspection scheduling and site visits via inspection management

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



Completely automate license renewals

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





“The software has been so easy to configure in comparison with our legacy system, which was very cumbersome. With the drag-and-drop design, [it's so easy to make workflows.](#)”

Paul Leedham
Chief Innovation Officer
City of Hudson, OH

Additional Features

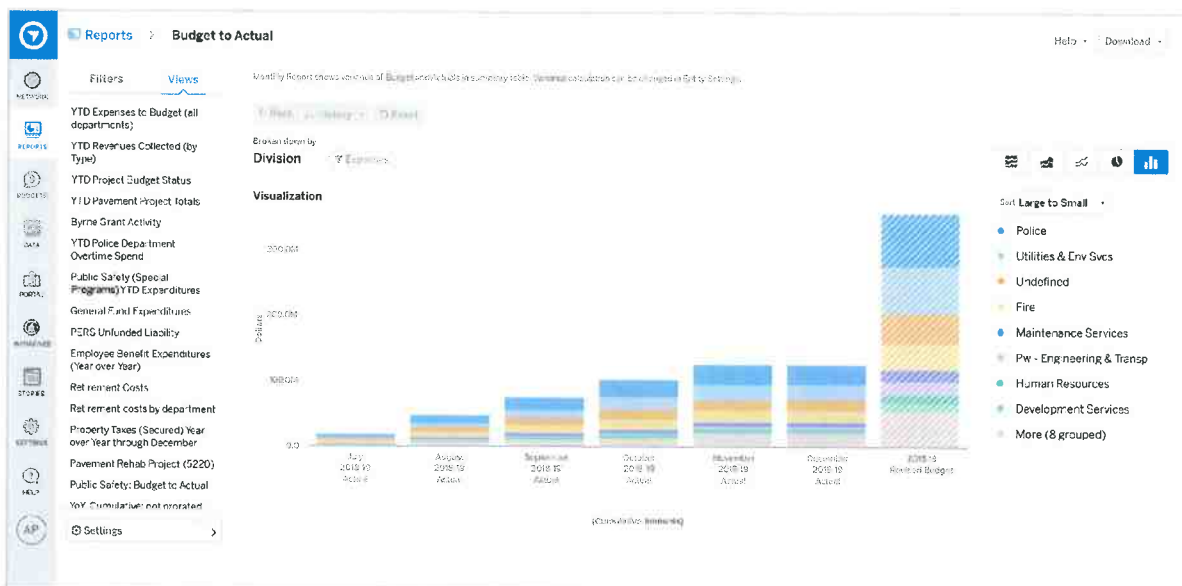
- Explore your Esri ArcGIS maps in the platform to conduct spatial analysis around development operations.
- **Online Payments.** Let applicants pay online via credit card or eCheck and receive direct deposits of permit revenue.
- **Addressing.** Sync your master address table to bring parcel data into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

Reporting & Transparency Platform

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

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

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



Reporting & Transparency Use Cases

- Interactive budget summary
- Satisfactory survey
- Participants budgeting
- Performance reporting
- Stakeholder engagement
- Citizen ideas/feedback portal
- Internal project coordination
- Emergency communication
- Strategic planning

Present complex information that all parties can understand.

Keep internal and external stakeholders updated on performance and aligned around high-level strategic goals. Gain at-a-glance insights with interactive dashboards, take action with customized alerts, or dive into the granular details for deeper analysis.



Broaden citizen engagement.

Supplement public hearings with virtual town halls, budget simulations, and online surveys that are easy and convenient. You can gather broader feedback from residents by reducing the barriers of involvement.

Reduce reporting bottlenecks across your organization.

Free up your IT and Business Intelligence professionals with centralized reporting and immediate access to necessary day-to-day data for every department.

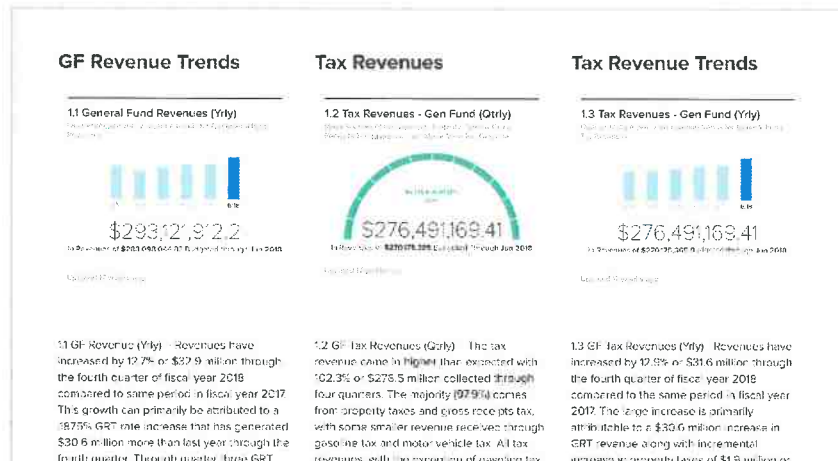


Achieve your communications objectives.

Put your operating and strategic plans online in a way that your constituents can easily understand and even interact with. Tell the stories behind your data by quickly creating, editing, and publishing content in real-time, while easily incorporating feedback. Then, identify and analyze engagement by seeing the number of views, unique visitors, and social sharing metrics.

Focus on outcomes with dynamic reporting functionality.

Establish goals for departments, programs, or initiatives, then track relevant KPIs to keep external stakeholders updated on spending, performance, and progress.

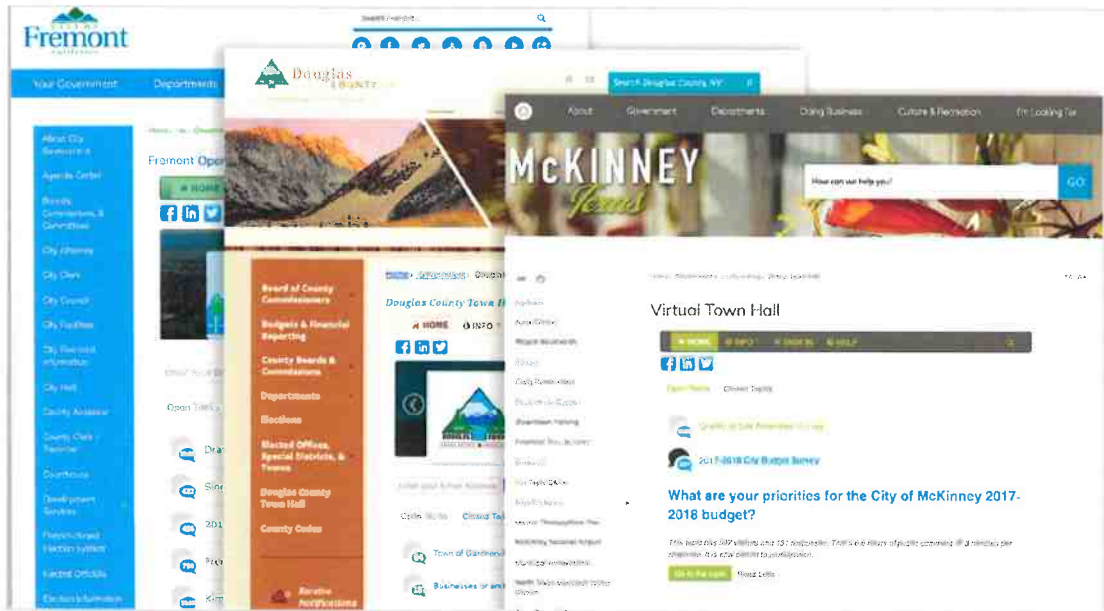


Communicate clearly and increase transparency with stakeholders.

Create and share content easily and quickly. Use a simple, drag-and-drop page builder to combine your data with images, dashboards, maps, and narrative context. Present complex information in a way that's easy for anyone to understand. Share via email, social media, or through your agency's website.

Capture feedback online, at meetings, or on the go.

Record feedback from residents, colleagues, and other stakeholders at any moment through online surveys, virtual town halls, mobile forms, or budget simulations.



Additional Features

- **Share the data behind the news.** Visually dynamic tiles reveal the yearly, monthly or weekly breakdowns of your underlying report through pie charts, stacked bars, and summary tables.
- **Better project planning.** Fulfill public input requirements for grant applications and collect the public response you need to for planning large-scale projects.
- **Social media impact.** Share your published pages on Facebook, Twitter, Nextdoor, or LinkedIn and track your story's analytics in OpenGov.



"We've become the office that everyone wants to work for with OpenGov."

Tristan Bourquin

Assistant Planner | Bannock County, ID

"I knew people were hungry for information and needed a one-stop-shop for real-time disaster response and recovery details. I feel relieved that we were able to leverage OpenGov to communicate with our citizens so they were less scared in the midst of the emergency."

Janelle Galbraith

Economic Development, Innovation, and Equity Manager | City of Redding, CA



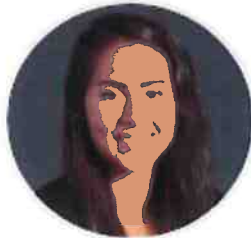
Mission-Driven Expertise

[The OpenGov Team](#) has over 500 years of combined Government experience. Check out just a few of our star players, and their specific experience in the public sector below...



ZAC BOOKMAN
CEO

Former Special Advisor for Rule of Law and Governance with the International Security Assistance Forces



MONICA COOK

Senior Manager Solutions Engineering

Former HHS Researcher at the Public Policy Institute of California (PPIC)



CHARITY HOLMAN

Application Support Lead

Former Deputy City Secretary at City of Westworth Village, Texas



MIKE MCCANN

VP of Government Finance Solutions

Former Assistant Finance Director at City of Monterey, California



ROBERTO RUIZ

Implementation Analyst

Former Senior Budget Analyst at Teacher Retirement System of Texas



SCOTT COBLE

Director, Solutions Engineering - Budgeting

Former Technology and Process Manager, OMB, at Montgomery County, Maryland



ARIANNA TUCKEY

Solutions Consultant

Former Supervisory Budget Analyst at the FBI



MARK WELCH

Manager, Solutions Architecture

Former Administrative Services Director at City of Ashland, Oregon



JAMIE CASTELLANOS

Integrations Engineer

Former Application Analyst at City of Berkeley, California



MICAH INTERMILL

Solutions Engineer

Former Budget Director at Minneapolis, Minnesota



ALMIS UDRIS

Director of Professional Services

Former Assistant Chief Operating Officer at San Diego, California



JENNIFER NORDIN

Technical Account Manager

Former Budget and Performance Analyst at Montgomery County, Maryland

Awards & Credentials

As mentioned above, OpenGov employees have over 300 years of collective government employment experience, and many of our key personnel are members of government-focused organizations like [GFOA](#) and [ICMA](#). OpenGov has consistently appeared on the [GovTech 100 list](#) for several years, was named to the [2021 Top Workplaces USA](#) and most recently was named to the [Forbes 2022 list of America's Best Startup Employers](#). We focus our hiring on top-tier talent pools for individuals with proven track records in government and/or the government technology SaaS industry.



Company History

After witnessing the City of Palo Alto spend over \$10 million on an ERP system that was delivered on 20 discs and had green screens, OpenGov's founders learned that governments across the country were similarly hamstrung by outdated technology. The public sector has been underserved by its vendors for decades, while the digital era has transformed consumer experiences and private sector organizations.

State and local governments deserve access to modern cloud software suited for their increasingly complex needs. Citizens deserve to know that their tax dollars are being spent by effective and accountable organizations. Our public sector leaders deserve to be supported by companies who act as true partners. In order to address these needs, OpenGov was born in 2012.

Today we have over 1,900 government customers using our cloud-based suites. Below are the stories of just a few of our customers who have adopted OpenGov Citizen Services to transform their communities...

How Kernersville, NC Launched their Modern ePermitting Solution in just 2 Months

Upon the construction of a one-million-square-foot Amazon Fulfillment Center in June of 2020, the City of Kernersville's economy began to boom. The economic advancement heightened the need for a new permitting and inspection system, as the Town's paper-based system at the time could no longer keep up.

Kernersville's Development Services Manager Mike Horney soon realized he needed to bring the Town's permitting processes into the 21st century, and they needed to do so fast. This focus, led him to OpenGov Citizen Services: a modern, cloud-based permitting, licensing, and code enforcement solution that took just two months to implement.

The entire Community Development Department (spanning 15+ employees), now uses OpenGov Citizen Services to improve efficiency and streamline departmental operations. Thanks to centralized processes, customizable workflows, and an online Citizen Portal, Kernersville has since seen its average permit processing time decrease from two months to two weeks.

For the full story, [click here](#) to read about how the Town of Kernersville launched OpenGov Citizen services in just two weeks.



"We have a permit tech that's been working here for 27 years. She would have been the first one to complain if the new system wasn't cutting it—and she loves it," says Horney. "Nobody wants to go back to the old way. Nobody."

Mike Horney

Development Services Manager | Town of Kernersville, NC

Pioneering Modern ePermitting in Lakeville, MA

With the Town's goal of becoming the most business-friendly city in Massachusetts in mind, Building Commissioner Nathan Darling led an initiative to modernize Lakeville's building permit approval process. After 25 years using paper-based processes, Darling found OpenGov Citizen services to be intuitive, simple, and user-friendly: a refreshing contrast to other solutions on the market. "When you look at the [OpenGov] applications, you think, 'wow this is easy,' especially when everything else out there is linear and looks like accounting software," said Darling.

After implementing OpenGov Citizen Services for the town of Lakeville, Darling soon realized the merits of getting neighboring communities involved with OpenGov too, in order to create cohesive processes for contractors and developers in the surrounding areas, Darling is now working to get the neighboring communities of Fairhaven, Raynham, Freetown, Carver, and Acushnet on board because he believes so strongly in the benefits he's seen within his own Building Department.

Key Results for the Town of Lakeville MA

- **Paper → Paperless Permitting in just 9 Months**
- **Enforced a 48- hr Inspection Response to Residents**
- **Faster Application Processing Times**
- **Discovered 4 new uses for OpenGov Citizen Services outside of Building Permits**

For the full story, [click here](#) to read about how Lakeville, MA Pioneered Modern ePermitting with OpenGov.



"When you have a platform this easy, everyone is treated the same way. There are no favorites, no bending the rules for anybody. If you are late to an inspection, it's time-stamped. Everybody follows the same review process because it's step-by-step in the platform. You can see exactly who is doing what, and how long it is taking."

Nathan Darling

Building Commissioner | Town of Lakeville, MA

For more customer stories on how OpenGov's solutions are driving success in communities around the country, please visit: <https://opengov.com/customers/>

OpenGov Support Overview

Every OpenGov customer has the benefit of OpenGov Standard Support. Standard Support provides a host of options, from a 24/7 Resource Center with documentation and case access to live business day phone support. Our support processes are designed to support you throughout your journey with OpenGov.

We have three main components to our philosophy for ensuring every customer is successful and happy:



Access to our team of Government Solution Experts: This team, composed of former government finance directors, chief information officers, budget and performance analysts, and others, provides insight and expertise, best practices, and context to the people that use OpenGov's suites driving efficiency and outcomes for your agency.



Customer Success: Our Customer Success team supports you from deployment through adoption and beyond. You will get up and running quickly and receive the training and support that you need to maximize the value of your investment in OpenGov.



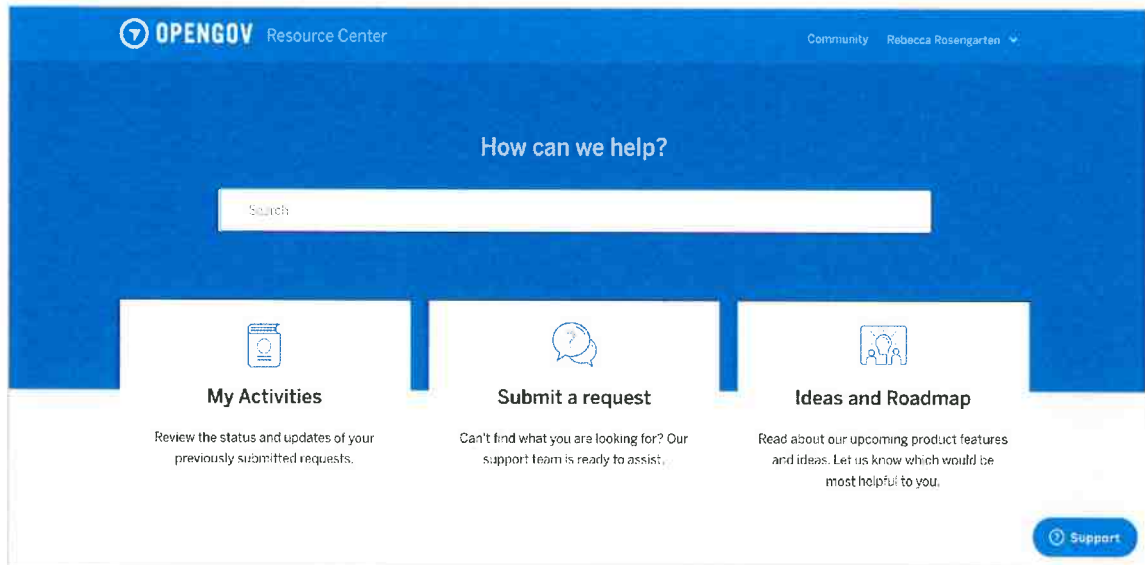
Customer Support: OpenGov Support is staffed by a veteran team with over 95 years of combined government experience. Our highly trained support analysts are available to solve any issues that you encounter within OpenGov's suites. We are committed to resolving your issues in a timely fashion and to your satisfaction.

Resources and Support

As an OpenGov customer, you are supported by our Customer Success team from deployment through adoption and beyond. When you contact OpenGov, your first point of contact will be a real, live person. OpenGov provides best-in-class standard support resources such as telephone, email, chat, and an online portal as well as additional engagement channels like webinars, user groups, and a resource center.

- **User Groups:** Our subject matter experts host regular user groups online and in person. Learn from the pros and your peers!

- **Resource Center:** We provide you with articles and videos to enhance your learning and education of OpenGov.
- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.



If you are interested in additional support options, such as access to support outside of our standard business hours, improved SLAs, and a named Designated Contact, we also offer a Premium Support service. Premium support is recommended for customers who view their ERP cloud solution as mission-critical and therefore require faster response times and a designated OpenGov contact.



“People today have a higher expectation of customer service. They want good communication, they want a quick response, they want a permit, and they want to get it quickly...that led us to OpenGov.”

Kalaimani Anbuchozhan
 Information Technology Specialist
 City of Detroit, MI

OpenGov Premium Support Overview

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OpenGov Premium Support provides customers a level of support above and beyond our Standard Support. Premium Support is intended for customers who view their ERP Cloud solution as mission-critical and therefore require expedited response times and a designated OpenGov contact.

Offering	Standard	Premium
Unlimited Number of Support Cases per Year*	✓	✓
Unlimited Access to OpenGov Resource Center	✓	✓
Unlimited Online access to the Support Request Portal	✓	✓
Access to Phone/Chat Support 4:00 AM PT to 7:00 PM PT Monday through Friday, excluding OpenGov holidays	✓	✓
Designated OpenGov Contact	-	✓
Increased Response Times	-	✓

* Support Cases are defined as issues related to the OpenGov Software Services.

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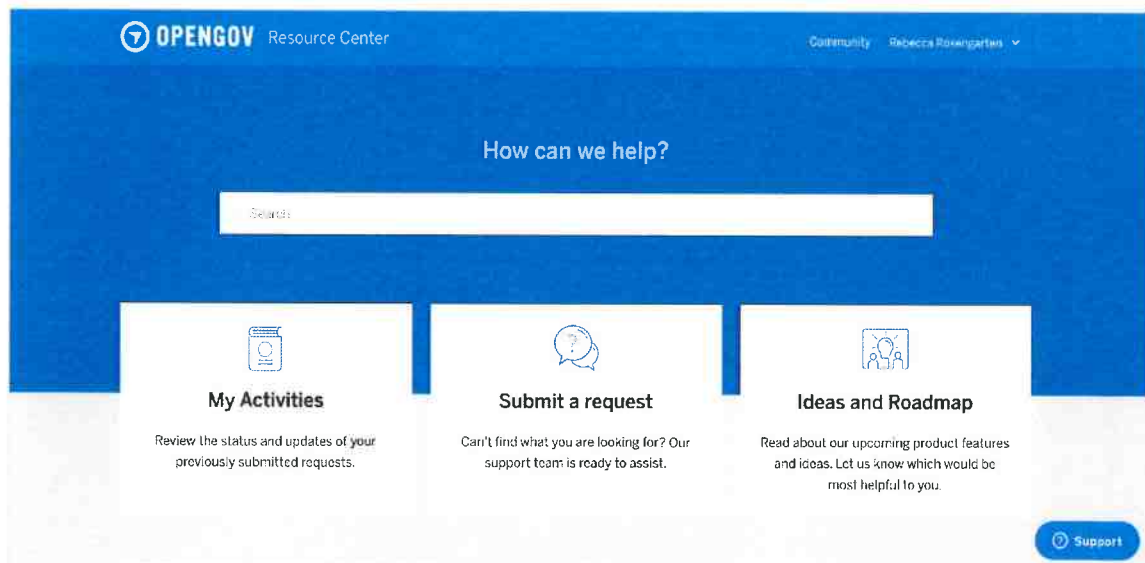


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- **Free Webinars:** As a customer, you can look forward to engaging and informative webinars. Get a crash course in performance management or learn about the latest features of your OpenGov software.

Premium Support

Furthermore, OpenGov offers Premium Support to help organizations on their journey to successfully adopt OpenGov's solution suites. With Premium Support, increased Service Level Agreement (SLAs) mean that we start working on urgent requests even on weekends. In the spirit of addressing problems quickly, Premium Support's designated OpenGov contact builds a relationship with you and understands your organization and the nuances of your OpenGov application setup.

OpenGov's Support Philosophy is simple: You invest in us. We invest in you. We are driven by customer success. If you ever need help or have questions about your system, we want to make sure you get well-informed, proactive support from the OpenGov team. Our goal is 100% satisfaction.



"People today have a higher expectation of customer service. They want good communication, they want a quick response, they want a permit, and they want to get it quickly...that led us to OpenGov."

Kalaimani Anbuchozhan
Information Technology Specialist
City of Detroit, MI

OpenGov University

As an organization led by former government administrators and enterprise software veterans, we help government leaders and their teams adopt proven best practices that adhere to public finance, accounting, and project management best practices.



We do what we say we'll do: From drafting the statement of work to post-go-live support we have a proven process for ensuring that work is properly scoped and managed efficiently to ensure that your go-live is on time.



We drive for impact: At the start of the relationship we help articulate the best practices to achieve your value goals and vision based on your unique needs, and our executives are assigned to each account to ensure that we exceed expectations.



We have a passion for the mission: Our Support, Training, and Professional Services teams are composed of passionate professionals with over 300 years of government experience to help your organization implement, train, and succeed with OpenGov.



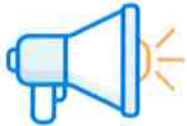
"My experience working with the OpenGov team has been very positive. The support and openness to hear our proposals has always been there, and they deliver on their promises for addressing issues and building additional functionality."

Nathan Darling

Building Commissioner | Town of Lakeville, MA

The OpenGov Approach

The OpenGov approach to Training and Education begins during your implementation but extends throughout your partnership with us. We recognize everyone has a different preference for how they like to learn, plus technology is constantly evolving and we provide regular system upgrades, therefore we offer a **multi-faceted approach** for training and educational resources.



On-Demand Education

Learning is most valuable when it's on your schedule, so we've created **OpenGov University**, a video-based online learning platform with courses and learning paths to get you headed in the right direction. Paired with our **Resource Center**, your hub for how-to articles and step-by-step instructions, you can find information when you need it and in the format that works best for you, and it's all accessed from within your OpenGov suite.



Individualized Training

With **individualized training**, our teams help you learn how to navigate your system to meet your government's needs. These training sessions are typically recorded and shared with you to reference in the future, giving you a **personalized training library** at your disposal. Training sessions happen at various points throughout your implementation process.



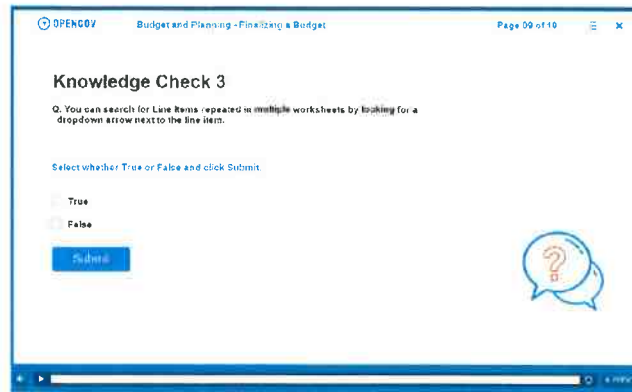
Keeping Up With Changes

Since technology is continually evolving, we help keep you informed about changes through many channels, including **product release notes**, informational **webinars**, and **newsletters**. We also provide **In-App Guidance**, which are helpful little pop-ups directly in your system to enlighten you about changes and how to use certain features. OpenGov experts will make it easy for you: we help design your solution with configurable cloud software, get your data into the system, and project manage it all so things don't stall and you can deploy quickly.

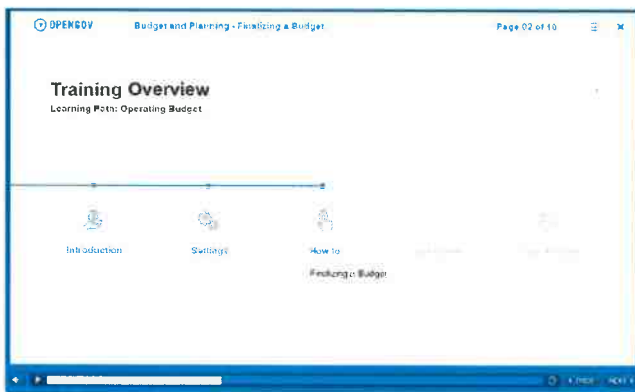
OpenGov University and OpenGov Training help teams quickly get up to speed using our software and enables them to easily adopt new features, allowing them to maximize the benefits of OpenGov and ensure that best practices are followed throughout. Supplement initial training and provide on-demand training to your team by selecting from a library of on-demand videos ranging from bite-sized lessons to full-length courses with subject certification.

Invest in Quality Training

OpenGov Training packages are outlined with your product suite deployment. The self-paced courses align with deployment timelines to support constructive discussions during live workshops. This training streamlines knowledge transfer, resulting in shorter time-to-value as the entire team gets trained in best-practices. This training is comprised of both instructor-led and self-directed modules and built-in knowledge checks support your user's confidence in the platform and leads to faster adoption.



Support Growth



OpenGov University supports your ever-changing processes and structure with on-demand courses created by subject matter experts. Learning paths enable new team members to onboard more quickly, support accomplishing infrequent tasks efficiently and demonstrate use cases of new functionality for your teams to maintain modern software. Leading governments expect training to supplement their long-term needs, and OpenGov University provides an on-demand solution for

continual training that evolves along with those needs.

- **Maximize your investment.** Save time by accelerating your team's knowledge and confidence to apply the software and best practices to your government.
- **Successful Change Management.** Shorten the time for a new team member to provide value to your department.
- **Deliver modern software to your government.** Leading governments are deploying modern software to improve their process, reduce their costs and deliver more to their communities.
- **Available on your schedule.** On-demand training when you need it, to help get the entire team on the same page.
- **Empower your teams.** Develop confidence in working with OpenGov comes by understanding how to use our tools to best improve your team's effectiveness.
- **Training that grows with you.** Ensure that new employees have easily-accessible training as both your team grows and as your future-proof technology investment evolves.

Partnership Investment Summary

OpenGov's pricing model consists of a flat, annual subscription for the associated software and professional services components. Our professional services include everything needed to ensure a successful launch: Initiation, Configuration, Validation, Deployment, and Training. **OpenGov offers a non-restrictive, unlimited pricing model, meaning customers are not limited to the number of users, logins, dashboards, reports or datasets.** Rather, we charge a flat, annually recurring subscription fee to encourage our customers to utilize the platform, increase adoption throughout their organization, get valuable unlimited usage, and have a predictable annual cost.

Products & Services	Description
Permitting & Licensing	Permits, Licensing, Code Enforcement, Inspections, Public Portal, Workflow and eSignature. Unlimited Users. Unlimited Usage. Unlimited Data Storage.
Reporting & Transparency Platform	Analysis, Dashboards, Stories, Citizen Engagement, Performance Measures
Professional Services (Deployment)	<ul style="list-style-type: none"> To be scoped on 2/28

**** standard 5% uplift included**

Software Annual Fee					
<ul style="list-style-type: none"> Business Licenses Code Enforcement 	Base Price \$29,484	Year 1 \$19,165	Year 2 \$21,000 \$26,859	Year 3 \$22,050 \$28,201.95	Annually

Professional Services Deployment Fee			
Professional Services Hourly rate \$215 Discounted to \$202	120 Hours	\$24,240	One-Time

iPO ValuePoint
PARTICIPATING ADDENDUM



CLOUD SOLUTIONS 2016-2026
 Led by the State of Utah

Master Agreement #: AR2488

Contractor: **SHI INTERNATIONAL CORP.**

Participating Entity: **STATE OF ILLINOIS**

The following products or services are included in this contract portfolio:

- *All products and accessories, except consulting/advisory services, statement of work services, and partner services, listed on the Contractor page of the NASPO ValuePoint website.*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers **Cloud Solutions** led by the State of Utah for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Officer for General Services.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all governmental units and qualified not-for-profit agencies authorized to use statewide contracts in the State of Illinois. Issues of interpretation and eligibility for participation are solely within the authority of the State of Illinois - Chief Procurement Officer for General Services.
3. Access to Cloud Solutions Services Requires State CIO Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Cloud Solutions by state executive branch agencies are subject to the authority and prior approval of the State Chief Information Officer's Office. The State Chief Information Officer means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of information technology resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	George Sperekas
Address:	290 Davidson Avenue, Somerset, NJ 08873
Telephone:	312-777-7962
Fax:	877-289-6088
Email:	George_Sperekas@SHI.com

Participating Entity

Name:	Michelle Casey
Address:	401 S. Spring Street, Room 712, Springfield, IL 62706
Telephone:	217-494-5577
Email:	Cpo.UPP@illinois.gov

5. PARTICIPATING ENTITY MODIFICATIONS OR ADDITIONS TO THE MASTER AGREEMENT

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

No changes to the terms and conditions of the Master Agreement are required.

The following changes are modifying or supplementing the Master Agreement terms and conditions.

The Parties to this Participating Addendum are the State of Illinois acting through the undersigned Agency (collectively the State) and the Contractor. This Participating Addendum, consisting of the signature page and numbered sections listed above and below and any attachments referenced in this Participating Addendum, constitute the entire agreement between the Parties concerning the subject matter of the Participating Addendum, and in signing the Participating Addendum, the Contractor affirms that the Certifications and Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Participating Addendum. This Participating Addendum supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the agreement. This Participating Addendum, Standard Certifications, and Financial Disclosures and Conflicts of Interest will prevail in the event of a conflict between this Participating Addendum and Master Contract AR 2488. This Participating Addendum can be signed in multiple counterparts upon agreement of the Parties.

Participating Addendum uses Illinois Procurement Gateway Certifications and Disclosures and Forms B.?

5.1 DEFINITIONS:

- 5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).
- 5.1.2 "Consulting services" means services provided by Contractor to advise and assist a governmental unit in solving specific management or programmatic problems involving the organization, planning, direction, control or operations of a governmental unit. The services may or may not rise to the level of professional and artistic as defined in the Illinois Procurement Code or the

Standard Procurement Rules for the Chief Procurement Officer for General Services.

- 5.1.3 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax or any other public entity created by statute.
- 5.1.4 "Partner services" means a relationship that extends beyond monetary considerations, including but not limited to integration of another company's products or services into Contractor's products or services or the agreement to support a common standard or protocol.
- 5.1.5 "Purchase order" means the written request by a governmental unit or qualified not-for-profit agency for the personal property, supplies or services subject to this Participating Addendum. Purchase orders shall contain the scope of work, which includes the Service Level Agreement as defined in Master Agreement AR2488, data categorization, delivery, and invoice information. All terms and conditions in this Participating Addendum apply with full force and effect to all Purchase Orders unless the governmental unit or qualified not-for-profit agency making the Purchase Order specifically seeks exemption or replacement of those terms in its Purchase Order. All Purchase Orders made by governmental units under the authority of the Chief Procurement Officer incorporate with full force and effect all the terms and conditions in this Participating Addendum.
- 5.1.6 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.
- 5.1.7 "Statement of work services" means unsolicited statements of work provided by Contractor for needs not identified by the governmental unit.

5.2 JOINT AND COOPERATIVE PURCHASING

- 5.2.1 The supplies or and services subject to this Participating Addendum shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.
- 5.2.2 Contractor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in the NASPO ValuePoint Master Agreement AR2488 for the items in this Participating Addendum to all authorized governmental units and qualified not-for-profit agencies. The supplies and services subject to this Participating Addendum shall be distributed or

rendered directly to each governmental unit or qualified-not-for-profit agency. Contractor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of supplies and services purchased. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct. Disputes between Contractor and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.3 SUBCONTRACTORS:

- 5.3.1 All contactors, dealers, and resellers authorized in the State of Illinois as shown on the dedicated Contractor (cooperative contract) website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement AR2488. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
- 5.3.2 For purposes of this subsection, subcontractors are those specifically hired to perform all or part of the work covered by this Participating Addendum. If subcontractors will be utilized, Contractor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Participating Addendum, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Participating Addendum. Attach additional sheets as necessary.
- 5.3.3 Will subcontractors be utilized? Yes No
- 5.3.4 All contracts with the subcontractors identified above must include Standard Certifications completed and signed by the subcontractor.
- 5.3.5 If the annual value of any of the subcontracts is more than \$50,000, then the Contractor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 5.3.6 If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Contractor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Contractor must also provide a completed Forms B for the subcontractor.

CLOUD SOLUTIONS 2016-2026

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5.3.7 If at any time during the term of the Participating Addendum, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Participating Addendum. Any subcontracts entered into prior to award of the Participating Addendum are done at the Contractor's and subcontractor's risk.

5.4 WHERE SERVICES ARE TO BE PERFORMED:

Contractor will perform all material services under this contract in the United States. From time to time and in the ordinary course of its general business operations, Contractor may provide services incidental to performance of this contract from locations outside the US. Contractor will provide further information on this on request. These services are not unique to this contract and are not separately priced under this contract.

5.5 PRICING

5.5.1 Type of Pricing: The Illinois Office of the Comptroller requires the State to indicate whether the Participating Addendum value is firm or estimated at the time it is submitted for obligation. The total value of this Participating Addendum is estimated.

5.5.2 Expenses Allowed: Expenses are allowed as provided in Master Agreement AR2488.

5.5.3 Intentionally omitted.

5.5.4 Contractor's Pricing: Attach additional pages if necessary.

5.5.4.1 Contractor's Price for the Initial Term: See the pricing in Master Agreement AR 2488.

5.5.4.2 INTENTIONALLY OMITTED.

5.6 TERM AND TERMINATION

5.6.1 TERM OF THIS CONTRACT: This Participating Addendum, has an initial term of date of execution to September 15, 2026. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

5.6.1.1 In no event will the total term of the Participating Addendum, including the initial term, any renewal terms and any extensions, exceed 10 years.

5.6.1.2 Contractor shall not commence billable work in furtherance of the Participating Addendum prior to final execution of the Participating Addendum except when permitted pursuant to 30 ILCS 500/20-80.

5.6.1.3 INTENTIONALLY OMITTED

5.6.2 **TERMINATION FOR CAUSE:** The State may terminate this Participating Addendum, in whole or in part, immediately upon notice to the Contractor if: (a) the State determines that the actions or inactions of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Contractor has notified the State that it is unable or unwilling to perform the Participating Addendum.

5.6.2.1 If Contractor fails to perform to the State's satisfaction any material requirement of this Participating Addendum, is in violation of a material provision of this Participating Addendum, or the State determines that the Contractor lacks the financial resources to perform the Participating Addendum, the State shall provide written notice to the Contractor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Participating Addendum or (b) enforce the terms and conditions of the Participating Addendum.

5.6.2.2 For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

5.6.3 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days' prior written notice to Contractor, terminate this Participating Addendum in whole or in part and without payment of any penalty or incurring any further obligation to the Contractor other than as described below.

5.6.3.1 The Contractor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and Services provided in compliance with this Participating Addendum up to and including the date of termination.

5.6.3.2 Termination of this Participating Addendum for convenience shall not affect the obligations of the State or the Contractor under any existing Purchase Orders issued under this Agreement, and such Purchase Orders shall continue in effect as though this Agreement

had not been terminated and was still in effect with respect to such Purchase Orders.

5.6.4 **AVAILABILITY OF APPROPRIATION:** This Participating Addendum is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Participating Addendum, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

5.7 **REPORTING:** Pursuant to Section 42 of Master Agreement AR2488, Contractor shall provide quarterly usage reports. Contractor shall provide Illinois specific quarterly usage reports until the expiration of the term. The reporting period and submission due date shall be on the following schedule:

Fiscal Year Quarter 1	July-September due October 31
Fiscal Year Quarter 2	October-December due January 31
Fiscal Year Quarter 3	January-March due April 30
Fiscal Year Quarter 4	April-June due July 31

5.8 **ELECTRONIC PROCUREMENT:**

5.8.1 The State of Illinois's eProcurement System, BidBuy, allows for the upload of multiple services and supplies. Contractor must complete and submit the file provided by the State within 30 days of receipt.

5.8.2 All Purchase Orders for agencies subject to the jurisdiction of the Chief Procurement Officer shall be made in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.

5.8.3 Contractor shall not accept any Purchase Order from an agency subject to the jurisdiction of the Chief Procurement Officer if the Purchase Order is not made

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

in the State's electronic procurement system unless an exception has been granted by the Chief Procurement Officer.

5.8.4 Within 30 days of notification from the Chief Procurement Officer, Contractor shall not accept any Purchase Order from a governmental unit or qualified not-for-profit agency who is not subject to the jurisdiction of the Chief Procurement Officer unless the Purchase Order is made in the State's electronic procurement system.

5.9 STANDARD BUSINESS TERMS AND CONDITIONS

5.9.1 PAYMENT TERMS AND CONDITIONS:

5.9.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Contractor's sole remedy for late payments by the State. Payment terms contained on Contractor's invoices shall have no force and effect.

5.9.1.2 Expenses: The State will not pay for supplies provided or Services rendered under this Participating Addendum, including related expenses, incurred prior to the execution of this Participating Addendum by the Parties even if the effective date of the Participating Addendum is prior to execution.

5.9.1.3 Prevailing Wage: As a condition of receiving payment Contractor must (i) be in compliance with the Participating Addendum, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>).

5.9.1.4 Federal Funding: A Purchase Order may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the supplies or service paid using

Federal funds and the total Federal funds expected to be used will be provided in the contract.

- 5.9.1.5 Invoicing: By submitting an invoice, Contractor certifies that the supplies or services provided meet all requirements of the Participating Addendum and Master Agreement AR2488, and the amount billed and expenses incurred are as allowed in Master Agreement AR2488. Invoices for supplies purchased, Services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Contractor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 5.9.1.6 Contractor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Contractor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
- 5.9.1.7 Contractor shall invoice at the shipment of the Product purchase unless invoicing is tied in the Purchase Order to milestones, deliverables, or other invoicing requirements agreed to in the Purchase Order. Invoices for Services shall be submitted as specified in this Participating Addendum and the Statement of Work.
- 5.9.1.8 Contractor shall bill each governmental unit separately for its actual share of the costs of the supplies or Services purchased. The credit or liability of each governmental unit shall remain separate and distinct. Disputes between Contractor and governmental units shall be resolved between the affected parties.
- 5.9.2 **ASSIGNMENT:** This Participating Addendum may not be assigned, transferred in whole or in part by Contractor without the prior written consent of the State.
- 5.9.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the Services covered by the Participating Addendum. Contractor must receive prior written approval from the Primary Contact before use of any subcontractors in the performance of this Participating Addendum. Contractor shall describe the names and addresses of all authorized subcontractors to be utilized by Contractor in the performance of the Statement of Work. All subcontracts must include the same certifications that Contractor must make as a condition of this Participating Addendum. Contractor shall include in each subcontract the

subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

- 5.9.4 **AUDIT/RETENTION OF RECORDS:** Contractor and its subcontractors shall maintain books and records relating to the performance of the Participating Addendum or subcontract and necessary to support amounts charged to the State pursuant the Participating Addendum or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Contractor for a period of three years from the later of the date of final payment under the Participating Addendum or completion of the Participating Addendum, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay Participating Addendum or Purchase Order costs, the Contractor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Contractor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Contractor or subcontractors shall not impose a charge for audit or examination of the Contractor's books and records. 30 ILCS 500/20-65.
- 5.9.5 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Contractor's performance of this Participating Addendum. Contractor shall continue to perform its obligations while any dispute concerning the Participating Addendum is being resolved unless otherwise directed by the State.
- 5.9.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 5.9.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the

Participating Addendum without penalty if performance does not resume within 30 days of the declaration.

5.9.8 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this Participating Addendum may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Participating Addendum. Contractor shall presume all information received from the State or to which it gains access pursuant to this Participating Addendum is confidential. Contractor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the Participating Addendum shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Participating Addendum or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Participating Addendum, in whatever form it is maintained, promptly at the end of the Participating Addendum, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

5.9.9 **SECURITY REQUIREMENT FOR INFORMATION AND SYSTEMS.** Contractor must ensure the following requirements are understood and allocate sufficient project time and resources to address the security requirements:

5.9.9.1 An information security risk assessment, data classification and system categorization process and the submission of a system security plan must be completed and submitted to the Department of Innovation & Technology, Division of Information Security prior to the commencement of system development or solution delivery activities. Vendor must participate with the risk assessment and data classification and system categorization process. The formal risk assessment, data classification and system categorization process will be administered by the Illinois Department of Innovation & Technology, Division of Information Security. Vendor program and project management personnel must ensure the

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

coordination of these activities with State of Illinois program and project management personnel.

- 5.9.9.2 If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards.
<https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx>
- 5.9.9.3 Vendor must also adhere to a minimum security baseline as identified in the National Institute of Standards and Technology (NIST) Special Publication 800-53, Revision 4, Security and Privacy Controls for Federal Systems and Organizations.
<http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>. If not specifically addressed in other Vendor Information Technology Requirements, Vendors must assure the adoption of, at minimum, the low security control baselines. Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.
- 5.9.9.4 Cloud solutions must adhere to recommendations of the Cloud Security Alliance. Vendors may find guidance and cross-referencing to the NIST 800-53, Revision 4 with the Cloud Security Alliance controls at <https://cloudsecurityalliance.org/download/cloud-controls-matrix-v3-0-1/>.
- 5.9.9.5 State and Federal laws, rules and regulations as well as industry-specific guidelines require specific and often enhanced security controls on information and systems. The State of Illinois is required to comply with the below laws, standards and regulations. Vendors must ensure compliance with the below as appropriate based upon the formal risk assessment to include a data classification and system categorization process.
 - 5.9.9.5.1 [Illinois Identity Protection Act \(5 ILCS 179\)](#)
 - 5.9.9.5.2 [Illinois Personal Information Protection Act \(815 ILCS 530\)](#)
 - 5.9.9.5.3 [The Family Educational Rights and Privacy Act \(FERPA\) \(20 U.S.C. § 1232g; 34 CFR Part 99\)](#)

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

- 5.9.9.5.4 Federal Bureau of Investigations Criminal Justice Information Services (CJIS) Security Policy, version 5.5, issued June 26, 2016
 - 5.9.9.5.5 Federal Centers for Medicare & Medicaid Services (CMS) MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.
 - 5.9.9.5.6 Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (ARS) CMS Minimum Security Requirements Version 2.0 September 20, 2013.
 - 5.9.9.5.7 Federal Internal Revenue Service (IRS) Publication 1075 Tax Information Security Guidelines for Federal, State and Local Agencies September 2016.
 - 5.9.9.5.8 Federal Information Security Modernization Act of 2014 Amends the Federal Information Security Management Act of 2002 (FISMA).
 - 5.9.9.5.9 Gramm-Leach-Bliley Act (GLB Act or GLBA), also known as the Financial Modernization Act of 1999.
 - 5.9.9.5.10 Health Insurance Portability and Accountability Act (P.L. 104-191). August 1996.
 - 5.9.9.5.11 National Institute of Standards and Technology (NIST) Special Publication 800-53 Revision 4 Security and Privacy Controls for Federal Information Systems and Organizations.
 - 5.9.9.5.12 Payment Card Industry (PCI) Data Security Standard (DSS) Version 3.2.
- 5.9.9.6 Vendor must complete a business impact analysis (BIA) in compliance with guidelines of the Illinois Department of Innovation & Technology, Division of Information Security. Vendor must complete an Information System Contingency Plan and Critical Infrastructure Contingency Plan which addresses the contingency and recovery requirements identified as part of the BIA. Contingency and recovery plans must be approved by the

CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

Department of Innovation & Technology, Division of Information Security prior to any information system commencing production. Vendor must agree to an initial on-site inspection, and annual on-site inspections of disaster recovery facilities by the state or a third-party acquired by the state at the discretion of the state.

- 5.9.9.7 Vendor must agree and assist with the facilitation of authenticated information system vulnerability scans to be conducted by the state or a third-party acquired by the state at the discretion of the state. These vulnerability scans must be completed prior to information systems commencing production, and high-risk vulnerabilities must be addressed prior to systems going into production.
- 5.9.9.8 The State may require the submission of an appropriate Service Organization Controls Report dependent upon the data and business processes supported by the vendor provided system or services. <http://www.aicpa.org/Pages/default.aspxAICPA>
- 5.9.10 **USE AND OWNERSHIP:** All work performed or supplies created by Contractor under this Participating Addendum, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Contractor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Contractor may have to such work including any so-called "moral rights" in connection with the work. Contractor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this Participating Addendum. Notwithstanding the foregoing, Contractor retains ownership rights to (1) all of its previously existing intellectual property, including any systems, derivatives, modifications, and enhancements thereto, (2) its confidential information, and (3) any tools or scripting applications used, developed, or created by Contractor or its third party licensors during the performance of this Participating Addendum.
- 5.9.11 **INDEMNIFICATION AND LIABILITY:** The Master Agreement AR2488 Indemnification and Limitation of Liability clause applies (section 13 of Attachment A).
- 5.9.12 **INSURANCE:** Contractor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may

not be modified or canceled until at least 30 days' notice has been provided to the State, except in the case of cancellation for insurance premium non-payment, in which case the State shall be notified ten (10) days prior to such cancellation. Contractor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Contractor's obligation to indemnify, defend, or settle any claims.

- 5.9.13 **INDEPENDENT CONTRACTOR:** Contractor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 5.9.14 **SOLICITATION AND EMPLOYMENT:** Contractor shall not employ any person employed by the State during the term of this Participating Addendum to perform any work under this Participating Addendum. Contractor shall give notice immediately to the Agency's director if Contractor solicits or intends to solicit State employees to perform any work under this Participating Addendum.
- 5.9.15 **COMPLIANCE WITH THE LAW:** The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Participating Addendum. Contractor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Contractor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Participating Addendum.
- 5.9.16 **BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Contractor's and subcontractor's officers, employees or agents who perform on-site services. Contractor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 5.9.17 **APPLICABLE LAW:** This Participating Addendum shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this Participating Addendum must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into

binding arbitration to resolve any Participating Addendum dispute. The State of Illinois does not waive sovereign immunity by entering into this Participating Addendum. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 5.9.18 **ANTI-TRUST ASSIGNMENT:** If Contractor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Participating Addendum, then upon request of the Illinois Attorney General, Contractor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 5.9.19 **CONTRACTUAL AUTHORITY:** When the Chief Procurement Officer signs a Participating Addendum on behalf of the State of Illinois, governmental units or and qualified not-for-profit agency, only the Agency, governmental unit or qualified not-for-profit agency or qualified not-for-profit agency that places an order with the Contractor shall have any liability to Contractor for that order.
- 5.9.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the Participating Addendum using the Participating Addendum information following the signatures in the Participating Addendum or Purchase Order. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 5.9.21 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Participating Addendum officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Contractor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 5.9.22 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Contractor shall meet to discuss performance or provide Participating Addendum performance updates to help ensure proper performance of the Participating Addendum. The State may consider Contractor's performance under this Participating Addendum and compliance with law and rule to determine whether to continue the Participating Addendum, suspend

CLOUD SOLUTIONS 2016-2026

Led by the State of Utah

Contractor from doing future business with the State for a specified period of time, or to determine whether Contractor can be considered responsible on specific future contract opportunities.

- 5.9.23 **FREEDOM OF INFORMATION ACT:** This Participating Addendum and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Participating Addendum or Master Agreement AR2488.
- 5.9.24 **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 5.9.25 **WARRANTIES FOR SERVICES:**
- 5.9.25.1 Contractor warrants that all Services will be performed to meet the requirements of the Participating Addendum in an efficient and effective manner by trained and competent personnel. Contractor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the Participating Addendum, who is disruptive or not respectful of others in the workplace, or who in any way violates the Participating Addendum or State policies.
- 5.9.26 **REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Contractor shall immediately notify the State of any event that may have a material impact on Contractor's ability to perform the Participating Addendum.
- 5.9.27 **EMPLOYMENT TAX CREDIT:** Contractors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
6. **Orders:** Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) of the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity/Procuring Agency: State of Illinois Chief Procurement Officer for General Services: Address: 401 S. Spring Street, Room 712 Springfield, IL 62706	Contractor: SHI INTERNATIONAL CORP. 290 Davidson Ave. Somerset, NJ 08873
Signature: 	Signature: 
Name: Ellen H. Daley	Name: Kristina Mann
Title: Chief Procurement Officer for General Services	Title: Senior Contract Specialist
Date: 10-10-18	Date: 10/4/2018



CLOUD SOLUTIONS 2016-2026
Led by the State of Utah

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference # 16NVP1
- Project Title: Cloud Solutions Cooperative Purchasing
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): RFP
- IPB Reference #: 22037768
- IPB Publication Date: 1/19/16
- Award Code: M(30 ILCS 525/3)
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Female Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE AND DEPLOYING A WEB-BASED PERMITTING, LICENSING AND CODE ENFORCEMENT SOFTWARE WITH OPENGOV, INC., IN AN AMOUNT NOT TO EXCEED \$43,405

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to purchase and deploy a web-based Permitting, Licensing and Code Enforcement Software with OpenGov, Inc., in an amount not to exceed \$43,405, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



OpenGov Inc.
PO Box 41340
San Jose, CA 95160
United States

Quote Number: OG-008008
Created On: 4/21/2023
Order Form Expiration: 6/30/2023
Subscription Start Date: 6/30/2023
Subscription End Date: 6/29/2026

Prepared By: Kelly Ammons
Email: kammons@opengov.com
Contract Term: 36 Months

Customer Information

Customer: City of Darien, IL
Bill To/Ship To: 1702 Plainfield Rd
Darien, IL
United States

Contact Name: Dan Gombac
Email: dgombac@darien.il.us
Phone: 630-353-8106

Order Details

Billing Frequency: Annually in Advance
Payment Terms: Net Thirty (30) Days

SOFTWARE SERVICES:

Product / Service	Start Date	End Date	Annual Fee
Permitting, Licensing & Code Enforcement - 1 Service Area <i>Business Licenses, Flag Integration, MAT / Assessor System & Flags, Autofill Interface</i>	6/30/2023	6/29/2024	\$19,165.00
Permitting, Licensing & Code Enforcement - 1 Service Area <i>Business Licenses, Flag Integration, MAT / Assessor System & Flags, Autofill Interface</i>	6/30/2024	6/29/2025	\$26,859.00
Permitting, Licensing & Code Enforcement - 1 Service Area <i>Business Licenses, Flag Integration, MAT / Assessor System & Flags, Autofill Interface</i>	6/30/2025	6/29/2026	\$28,201.95

Annual Subscription Total: See Billing Table

PROFESSIONAL SERVICES:

Product / Service	Start Date	Professional Services Total:
Professional Services Deployment - Prepaid	6/30/2023	\$24,240.00

Billing Table:

Billing Date	Amount Due	
June 30, 2023	\$43,405.00	(Annual Software Fee + Professional Services)
June 30, 2024	\$26,859.00	(5% Uplift)
June 30, 2025	\$28,201.95	(5% Uplift)

Order Form Legal Terms

Welcome to OpenGov! Thanks for using our Software Services. This Order Form is entered into between OpenGov, Inc., with its principal place of business at PO Box 41340, San Jose, CA 95160 ("OpenGov"), and you, the entity identified above ("Customer"), as of the Effective Date. This Order Form includes and incorporates the OpenGov Software Services Agreement ("SSA") executed by the parties and attached, or if no such SSA is executed or attached, the SSA at <https://opengov.com/terms-of-service> and the applicable Statement of Work ("SOW") incorporated herein in the event Professional Services are purchased. The Order Form, SSA and SOW shall hereafter be referred to as the "Agreement". Unless otherwise specified above, fees for the Software Services and Professional Services shall be due and payable, in advance, on the Effective Date. By signing this Agreement, Customer acknowledges that it has reviewed, and agrees to be legally bound by, the OpenGov Terms and Conditions. Each party's acceptance of this Agreement is conditional upon the other's acceptance of the terms in the Agreement to the exclusion of all other terms.

City of Darien, IL

Signature:

Name:

Title:

Date:

OpenGov, Inc.

Signature:

Name:

Title:

Date:

Signatures

Customer: _____

OPENGOV, INC.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

[SIGNATURE PAGE TO OPENGOV SOFTWARE SERVICES AGREEMENT]

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

A **motion** authorizing Staff to proceed with the Clarendon Hills Crosswalk Pedestrian Signal Project Clarendon Hills Road at Hinsdale South High School 7400 Block of Clarendon Hills Road in an amount not to exceed \$56,200

AND INCLUSIVE OF THE ABOVE

A **resolution** accepting a proposal from TAPCO for the purchase of two (2) Pedestrian Crosswalk Signalization System for the crosswalk applications at Clarendon Hills Road at Hinsdale South High School at an amount not to exceed \$23,147.68.

BACKGROUND/HISTORY

On April 3, 2023 the students of Hinsdale South Civics Department, presented a report regarding the existing crosswalks fronting the high school. The students requested electronic pedestrian signals that would allow optimal safety conditions for students to cross Clarendon Hills Road from the school parking lot to the school. Mr. Jason Oskorep, Director of Operations, informed the City Council they were willing to allocate up to \$25,000 for the improvement. The Mayor and City Council directed Staff to review and present a solution to accommodate the request.

The current condition incorporates 3 three mid-block crosswalks on Clarendon Hills Road from the school parking lot to the school within the 7400 block. It is unknown since the inception of the cross walks whether the school or the City had initially installed them. Staff had forwarded the school a proposal in 2019 regarding improvements that the school may take and since there was no momentum to move forward. The existing maintenance for striping has been maintained by both agencies over the years. In 2013, Traffic Consultant Kenig, Lindgren, O'Hara, Aboona, Inc, (KLOA) conducted a study and provided recommendations to improve the crosswalks. The City had taken subsequent measures to install additional signage and flashing beacons. The study was forwarded to the school and no further action was taken by either agency. Attached and labeled as **Attachment A** is the 2013 Crosswalk Study.

Staff has reviewed the study and confirmed that the standards applied then are current. Staff has reviewed the field conditions and attached as **Attachment B** is the proposed scope and cost of work:

Upon completion of the project the City will maintain and own all the components within the Clarendon Hills roadway.

Staff has partnered with TAPCO to build the pedestrian signal unit for our application and is further discounted through the OMNIA Partners, Public Sector Partnership; Contract #2020-200. See **Attachment C**. The proposed expenditure was not contemplated for the 23/24 Budget. The share cost for the City would be approximately \$26,000 with Hinsdale South High School contributing

up to \$25,000, see attached Letter of Understanding, labeled as [Attachment D](#). The expenditure would be expended from the following account

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE
25-35-4380	Capital Pedestrian Signal Project	\$-0-	\$ (56,200)

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a motion authorizing Staff to proceed with the Clarendon Hills Crosswalk Pedestrian Signal Project Clarendon Hills Road at Hinsdale South High School 7400 Block of Clarendon Hills Road in an amount not to exceed \$56,200.

AND INCLUSIVE OF THE ABOVE

A resolution accepting a proposal from TAPCO for the purchase of two (2) Pedestrian Crosswalk Signalization System for the crosswalk applications at Clarendon Hills Road at Hinsdale South High School at an amount not to exceed \$23,147.68.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

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



9575 West Higgins Road, Suite 400 | Rosemont, Illinois 60018
p: 847-518-9990 | f: 847-518-9987

MEMORANDUM TO: Daniel Gombac
Director of Municipal Services
City of Darien

FROM: Eric D. Russell, P.E., PTOE, PTP, LEED AP ND
Principal

Michael A. Werthmann, P.E., PTOE
Principal

DATE: November 26, 2013

SUBJECT: Clarendon Hills Road Mid-Block Pedestrian Crossings
Hinsdale South High School

Based on our conversations it is understood that the City would like to explore measures to improve the pedestrian crossings at Hinsdale South High School, specifically across Clarendon Hills Road, which is under the jurisdiction of the City of Darien. There are presently four crosswalks along Clarendon Hills Road between 75th Street and Elm Street, one of which is at a controlled location at 75th Street and the other three of which are at uncontrolled mid-block locations that connect the high school campus with the student parking lot and stadium on the west side of Clarendon Hills Road. The three mid-block crossings are shown in Exhibits 1-3 on the following page.

The City has already implemented several measures previously recommended by KLOA to improve the visibility at the mid-block crossings, including school speed zone signs with yellow flashing beacons, fluorescent yellow-green school crossing signs and advance school crossing signs with post reflectors, in-street pedestrian crossing signs, and continental-style crosswalk markings. However, it is our understanding that there continues to be conflicts between vehicles and pedestrians. The purpose of this memorandum is to summarize a range of potential crosswalk improvement options that the City might consider to further enhance pedestrian safety at these mid-block crossings.

North and Center Mid-Block Crossings

These two pedestrian crossings are in close proximity to each other being only 85 feet apart. The north crosswalk is aligned with the opening in the fence line of the student parking lot and the sidewalk that extends along the curbfront of the north (faculty) parking lot. The center crosswalk aligns with the sidewalks that lead from the school entrance doors on the north side of the high school building and the crosswalk that extends through the student parking lot to the stadium entrance. The proximity of these crosswalks to each other, and to the south crosswalks just 365 feet further south, creates a duplication of signs that reduces their effectiveness. Further, vehicles can get trapped between the north and center crosswalks when pedestrians are using both.



Exhibit 1
North Mid-Block Crosswalk Photos



Exhibit 2
Center Mid-Block Crosswalk Photos



Exhibit 3
South Mid-Block Crosswalk Photos

To improve pedestrian safety at this location, KLOA recommends the following improvements in order of priority:

1. Remove the north crosswalk and adjoining sidewalk segments (see Exhibit 4) - Since the center crosswalk is the more direct route from the school to the stadium, and because this crosswalk accesses the parking lot much closer to the center of the lot than the north crosswalk, the north crosswalk could be removed along with the adjoining sidewalk segments. The opening in the parking lot fence that is aligned with this crosswalk should also be closed with this improvement.
2. Install flashers on center crosswalk school crossing signs (see Exhibit 5) – There are several types of yellow flashing beacons that are used on pedestrian crossing signs to more effectively capture motorist’s attention when pedestrians are in the crosswalk. Rectangular rapid-flashing beacons (RRFB) have proven to be the most effective with research showing they produce 80-90 percent driver compliance in yielding to pedestrians at uncontrolled crossings¹. This is the highest yielding rate of all devices not featuring a red display, and up to four times greater than standard round yellow beacons, which research has shown to produce yielding rates at crosswalks of only 20-30 percent. When activated, the LED arrays flash an FHWA-specified, alternating 'wig-wag' pattern that can be timed for the pedestrian crossing width and walking speed. On Clarendon Hills Road, the RRFB would need to flash for a minimum of 15-20 seconds to provide adequate time for pedestrians to cross to road. The system can be hard-wired or solar-powered, and the flashers can be triggered actively or passively by wired or wireless push buttons, infrared bollards, and motion sensors. When activated, a radio transmitter wirelessly turns on the flashing beacons on the opposite side of the road, eliminating the need to run power lines beneath the pavement. Lighting can be attached to the signs to illuminate the signs and the crosswalk when the flashers are activated for improved nighttime visibility. Costs for these systems can range up to \$35,000 for each crossing location, depending on the features selected.
3. Install pedestrian-crossing island within median at the center crosswalk (see Exhibit 6). These islands serve as a barrier that separates crossing pedestrians from motor vehicles. By breaking the crossing into two phases, crossing islands decrease pedestrian wait time, reduce crossing distance, and allow pedestrians to focus on one direction of traffic at a time. The islands can also reduce the speed of vehicles approaching the crossing. They typically have a minimum length of 20 feet and are designed to be accessible to pedestrians with visual impairment or in wheelchairs. The portable in-street pedestrian crossing signs currently used at the crosswalk can be permanently installed on the island. This location is ideal for an island because it does not conflict with turning movements or access to left-turn lanes. Costs can vary widely depending on the length of the island and the treatments used to construct the island.
4. Improve street lighting at the center crosswalk. The only illumination at this crosswalk is currently provided by a street light standard located on the west side of the road approximately 35 feet south of the crosswalk. Lighting can be improved by installing pedestrian-scale light standards on each end of the crosswalk or by adding crosswalk lighting features on the RRFB pedestrian crossing signs (see Exhibit 5).

¹ An Analysis of the Efficacy of Rectangular-shaped Rapid-Flash LED Beacons to Increase Yielding to Pedestrians Using Crosswalks on Multilane Roadways in the City of St. Petersburg, FL, by Dr. Ron Van Houten and Dr. J. E. Louis Malenfant, Center for Education and Research in Safety.

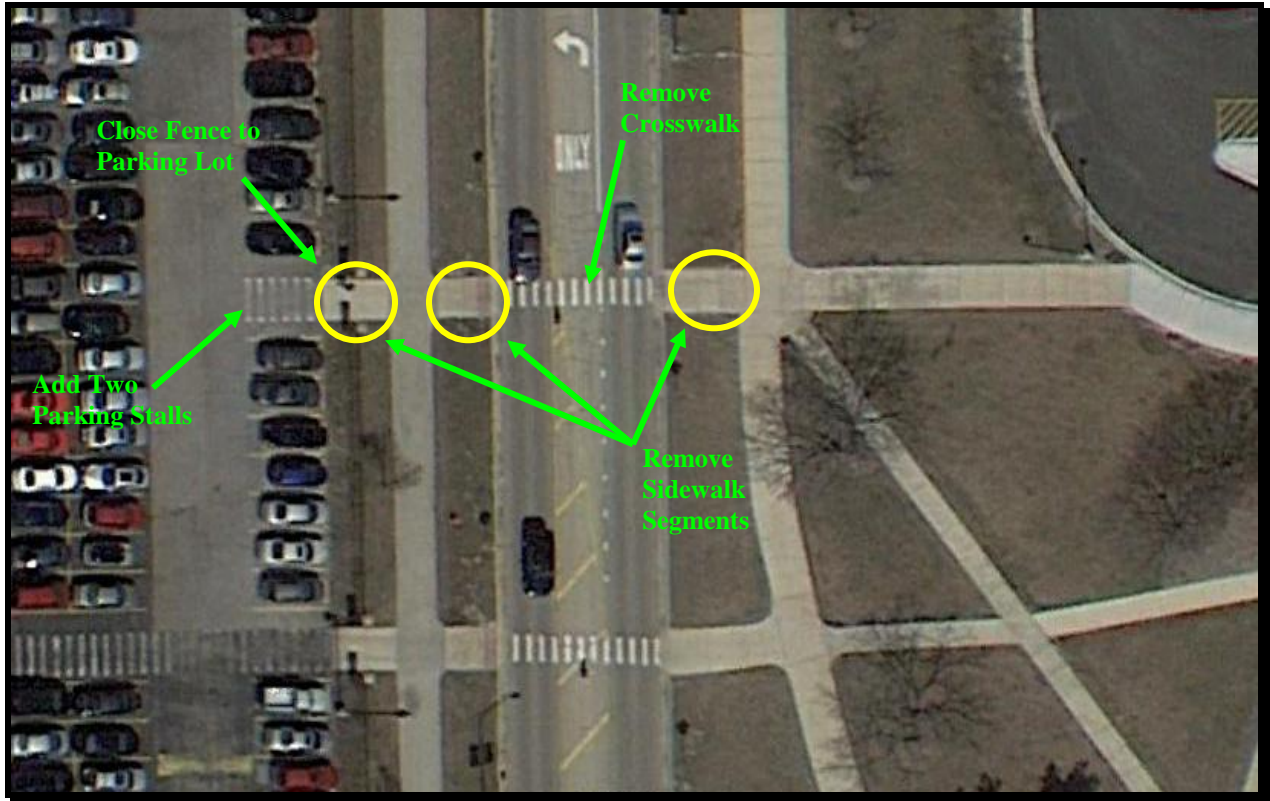


Exhibit 4
Remove North Mid-Block Crosswalk



Exhibit 5
Examples of Pedestrian Crossing Sign with Rectangular Rapid Flashing Beacons



Exhibit 6
Example of Pedestrian Crossing Island

South Mid-Block Crossing

The south crosswalk is aligned with the west entrance of the high school building and the south opening in the fence line of the student parking lot. To improve pedestrian safety at this location, KLOA recommends the following improvements:

1. Install flashers on south crosswalk school crossing signs (see Exhibit 5) – The RRFB system is recommended here as well as at the center crosswalk location.
2. Improve street lighting at the south crosswalk. The only illumination at this crosswalk is currently provided by a street light standard located on the west side of the road approximately 20 feet south of the crosswalk. Lighting can be improved by installing a pedestrian-scale light standard on the opposite side of the street or by adding crosswalk lighting features on the RRFB pedestrian crossing signs (see Exhibit 5).

Unlike the center crosswalk location, the installation of a pedestrian crossing island at the south mid-block crossing could have an impact on roadway operations as the crosswalk passes through the taper to the southbound left-turn lane approaching 75th Street. Installing an island at this location would reduce the length of the turn lane and left-turn storage capacity. Further study of traffic operations at the Clarendon Hills Road/75th Street intersection would need to be performed to determine the impact that a pedestrian crossing island would have at this location.

Summary

This memorandum summarized several crosswalk improvement options that the City might consider to enhance pedestrian safety at the three mid-block crossings on Clarendon Hills Road adjacent to Hinsdale South High School. The northernmost mid-block crosswalk is recommended to be removed.

JOB LOCATION	HINSDALE SOUTH HIGH SCHOOL CROSSWALK PROJECT						
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
CROSSWALK UNITS 2 UNITS PER SET	2	LUMP SUM	\$ 11,574.00	\$ 23,148.00	-	\$ -	
NORTHERN CROSSWALK							
SIDEWALK REMOVAL	190	SQ FT	\$ 8.25	\$ 1,567.50	-	\$ -	
CURB AND GUTTER	12.25	LINEAL FEET	\$ 29.00	\$ 355.25			
REMOVE CROSSWALK 12-INCH BARS	80	SQ FT	\$ 0.50	\$ 40.00			
LANDSCAPE RESTORATION	1	LUMP SUM	\$ 800.00	\$ 800.00			
MISC YELLOW STRIPING	25	LINEAL FEET	\$ 0.70	\$ 17.50			
MIDDLE CROSSWALK							
CURB AND GUTTER SAFETY REFUGE	75	LINEAL FEET	\$ 29.00	\$ 2,175.00			
SIDEWALK REFUGE ISLAND	160	SQ FT	\$ 8.25	\$ 1,320.00	-	\$ -	
SIDEWALK ADA REFUGE ISLAND	50	SQ FT	\$ 27.00	\$ 1,350.00	-	\$ -	
PED SIGNAGE	1	LUMP SUM	\$ 1,284.00	\$ 1,284.00			
ELECTRIC	1	LUMP SUM	\$ 7,500.00	\$ 7,500.00			
SIDEWALK ADA R&R	30	SQ FT	\$ 16.00	\$ 480.00			
CURB AND GUTTER	25	LINEAL FEET	\$ 29.00	\$ 725.00			
MISC STRIPING	1	LUMP SUM	\$ 250.00	\$ 250.00			
ROAD PATCH	1	LUMP SUM	\$ 2,200.00	\$ 2,200.00			
FLAGGERS	1	LUMP SUM	\$ 1,000.00	\$ 1,000.00			
SOUTHERN CROSSWALK							
PED SIGNAGE	1	LUMP SUM	\$ 1,284.00	\$ 1,284.00			
ELECTRIC	1	LUMP SUM	\$ 7,500.00	\$ 7,500.00			
TRAFFIC CONSULTANT REVIEW	1	LUMP SUM	\$ 500.00	\$ 500.00	-	\$ -	
SUB TOTAL				\$ 53,496.25			
CONTINGENCY	1	LUMP SUM	5%	\$ 2,674.81			
PROGECT COST				\$ 56,171.06			



TAPCO

Safe travels:

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

SALES QUOTE

SALES QUOTE DATE

5/11/2023

SALES QUOTE NUMBER

Q23007775

CUSTOMER NO.

C12455

Page: 1

BILL TO

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

SHIP TO

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

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

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

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



SALES QUOTE

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

SALES QUOTE DATE

5/11/2023

SALES QUOTE NUMBER

Q23007775

CUSTOMER NO.

C12455

Page: 2

BILL TO

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

SHIP TO

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

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

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

TAPCO OMNIA Partners Contract # 2020-200

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



SALES QUOTE

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

SALES QUOTE DATE

5/11/2023

SALES QUOTE NUMBER

Q23007775

CUSTOMER NO.

C12455

Page: 3

BILL TO

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

SHIP TO

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

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

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

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

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

MEMO



May 18, 2023

Mr. Jason Oskorep
7401 Clarendon Hills Rd.
Darien, IL 60561

Dear Mr. Oskorep:

REF: Letter of Understanding-Pedestrian Signal Project-Hinsdale South High School-Clarendon Hills Road

The following letter of understanding is in regards to ongoing discussions regarding the Pedestrian Signal Project fronting Hinsdale South High School within the 7400 block of Clarendon Hills Road. The project goal is to create tow optimal and safe pedestrian crossing routes on Clarendon Hills Road between the school and the parking lot. The scope of work includes the following:

Northern Crosswalk

- Remove sidewalk
- R&R Curb and Gutter
- Remove Crosswalk Bars
- Miscellaneous Striping
- Landscape Restoration
- Remove Pedestrian Signage

The District will be required to address the following at the northern crosswalk:

- Sidewalk removal west of the existing path
- Landscape Restoration
- Construct fence to enclose the parking lot

Middle Crosswalk

- Construct Safety Refuge Island
- Install Pedestrian Signal
- Electric
- Install Pedestrian Signage
- Remove and Replace Limited Curb and Gutter
- Miscellaneous Road Patching
- Miscellaneous Striping
- Miscellaneous Landscape Restoration

Southern Crosswalk

- Install Pedestrian Signal
- Electric

City of Darien 1702 Plainfield Road Darien, IL 60561

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

Install Pedestrian Signage
Remove and Replace Limited Curb and Gutter
Miscellaneous Road Patching
Miscellaneous Striping
Miscellaneous Landscape Restoration

The estimated total cost is \$56,200. The cost to the District would be capped at a not to exceed \$25,000. The City of Darien will be responsible for the residual. Upon completion of the improvement the City will own and maintain the infrastructure and striping in perpetuity. The City has assigned the following Purchase Order No:

05-22-23 Hinsdale South Pedestrian Project-\$25,000

Should you have any further questions or comments please feel free to contact me at 630-353-8106. Upon your review please acknowledge the letter of understanding.

Sincerely



Dan Gombac
Director of Municipal Services

City of Darien

Mayor Signature _____

Date: _____

Resolution No: _____

Hinsdale South High School

Jason Oskorep, Director of Operations,

Signature _____

Date May 23rd 2023

Billing Address 5500 S. Grant Street

City Hinsdale State IL Zip Code 60521

Cc:

Bryon Vana, City Administrator

Julie Saenz, City Accountant

Kris Thom, Superintendent of Municipal Services

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM TAPCO FOR THE PURCHASE OF TWO (2) PEDESTRIAN CROSSWALK SIGNALIZATION SYSTEM FOR THE CROSSWALK APPLICATIONS AT CLARENDON HILLS ROAD AT HINSDALE SOUTH HIGH SCHOOL AT AN AMOUNT NOT TO EXCEED \$23,147.68

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from TAPCO for the purchase of two (2) Pedestrian Crosswalk Signalization System for the crosswalk applications at Clarendon Hills Road at Hinsdale South High School at an amount not to exceed \$23,147.68, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES

TAPCO®

Safe travels.™

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

SALES QUOTE

SALES QUOTE DATE

5/11/2023

SALES QUOTE NUMBER

Q23007775

CUSTOMER NO.

C12455

Page: 1

BILL TO

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

SHIP TO

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

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

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

All prices are listed in US Dollar (USD)

For terms and conditions, please visit <https://tapconet.com/terms-conditions>



SALES QUOTE

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

SALES QUOTE DATE

5/11/2023

SALES QUOTE NUMBER

Q23007775

CUSTOMER NO.

C12455

Page: 2

BILL TO

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

SHIP TO

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

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

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

TAPCO OMNIA Partners Contract # 2020-200

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SALES QUOTE

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

SALES QUOTE DATE

5/11/2023

SALES QUOTE NUMBER

Q23007775

CUSTOMER NO.

C12455

Page: 3

BILL TO

City of Darien
 Dan Gombac
 Public Works Department
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 Darien, IL 60561
 United States of America

SHIP TO

City of Darien
 Dan Gombac
 1720 Plainfield Rd
 Darien, IL 60561
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Ext. Document No.	SHIP VIA	TERMS	SALESPERSON	VALID UNTIL
AC RRFB W/SAFEWALK	ABF Quoted	Net 30 DAYS	Deidre Jones	6/9/2023

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

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

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

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

A **resolution** accepting a proposal from Apex Industrial Automation, LLC, for the removal, rebuilding and installation of four pumps at Plants #2 and 75th Street in an amount of \$15,287.00

AND

A **motion** approving a contingency in the amount of \$14,000 due to unforeseen deficiencies or casing damages that may be discovered during the overhauling of the pumps.

BACKGROUND/HISTORY

As part of ongoing preventative maintenance Staff is requesting to overhaul four centrifugal pumps at Water Plants #2 and 75th Street. The scope of work includes disassembly and replacement of critical components such as bearings and seal. The housings will be inspected for any additional wear, cleaned and returned to operation.

Staff is further requesting a contingency in the amount of \$14,000 due to additional work such as additional machining for the casing(s) and motor windings.

Funds for the proposed project are budgeted in the FY23/24 Budget and would be expended from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
02-50-4231	WATER SYSTEM MAINTENANCE Pump remove & rebuild – 4 remaining pumps	\$30,000	\$15,287	\$14,713
02-50-4231	Contingency		\$14,000	\$ 713

STAFF RECOMMENDATION

A resolution accepting a proposal from Apex Industrial Automation, LLC, for the removal, rebuilding and installation of four pumps at Plants #2 and 75th Street in an amount of \$15,287.00

AND

A **motion** approving a contingency in the amount of \$14,000 due to unforeseen deficiencies or casing damages that may be discovered during the overhauling of the pumps.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on June 5, 2023. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

Pumps removal & rebuilding
June 5, 2023
Page 2

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM APEX INDUSTRIAL AUTOMATION, LLC, FOR THE REMOVAL, REBUILDING AND INSTALLATION OF FOUR PUMPS AT PLANTS #2 AND 75TH STREET IN AN AMOUNT OF \$15,287.00

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from Apex Industrial Automation, LLC, for the removal, rebuilding and installation of four pumps at Plants #2 and 75th Street in an amount of \$15,287.00, 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 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

QUOTATION

APEX INDUSTRIAL AUTOMATION, LLC

APEX INDUSTRIAL AUTOMATION LLC
 737 OAKRIDGE DR
 ROMEOVILLE, IL 60446
 US
 866-924-2808



Order Number	
1240884	
Order Date	Page
05/13/2023 12:45:47	1 of 1

Quote Expires On: 06/12/2023

Bill To:
 CITY OF DARIEN
 1702 PLAINFIELD ROAD
 DARIEN, IL 60561

Ship To:
 CITY OF DARIEN

Requested By: DENNIS CABLE

Customer ID: 111878

PO Number		Ship Route	Taker			
75TH STREET STATION			RYAN WATTS			
Quantities			Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	Item Description	Unit Size		

Order Note: APEX IS ASSUMING TWO TOTAL SITE VISITS TO COMPLETE ALL FIELD WORK (REMOVAL & INSTALLATION)

1.00	0.00	1.00	EA	FIELD SERVICE - MECHANICAL	EA	4,360.0000	4,360.00
		1.0		FIELD SERVICE CALL	1.0		

Order Line Notes: PUMP REMOVAL AND INSTALLATION. ALL TRANSPORTATION WILL BE ON APEX OWNED AND OPERATED VEHICLES. APEX WILL BE RESPONSIBLE FOR ALL NECESSARY TOOLS AND EQUIPMENT NEEDED TO PERFORM FIELD SERVICES.

BASE PUMP REPAIR INCLUDES THE REPLACEMENT OF ANY STANDRD WEARABLE COMPONENTS (SLEEVES, BEARINGS, MECHANICAL SEAL, GASKETS, O-RINGS, FASTENERS).

Handwritten calculation:
 4,360.00 +
 3,315.00 +
 6,862.00 +
 14,537.00 =
 + 750.00
15,287.00
 (Note: 'INSERT ALIGNMENT' written next to the final sum)

Total Lines: 1

SUB-TOTAL: 4,360.00
TAX: 0.00
AMOUNT DUE: 4,360.00
 U.S. Dollars

QUOTATION

APEX INDUSTRIAL AUTOMATION, LLC

APEX INDUSTRIAL AUTOMATION LLC
 737 OAKRIDGE DR
 ROMEVILLE, IL 60446
 US
 866-924-2808



Order Number	
1240883	
Order Date	Page
05/13/2023 09:15:46	1 of 2

Quote Expires On: 06/12/2023

Bill To:
 CITY OF DARIEN
 1702 PLAINFIELD ROAD
 DARIEN, IL 60561

Ship To:
 CITY OF DARIEN

Requested By: DENNIS CABLE

Customer ID: 111878

PO Number		Ship Route	Taker					
PLAINFIELD STATION			RYAN WATTS					
Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		

Order Note: APEX IS ASSUMING ONE MOTOR WILL BE PULLED AND REPLACED AT A TIME. EXAMPLE: WHEN PUMP #1 IS RETURNED WE WILL PULL PUMP #2 AND WHEN PUMP #2 IS RETURNED WE WILL PULL PUMP #3. FOUR TOTAL SITE VISITS TO COMPLETE ALL FIELD WORK.

1.00	0.00	1.00	EA		FIELD SERVICE - MECHANICAL	EA	3,315.0000	3,315.00
				1.0	FIELD SERVICE CALL	1.0		

Order Line Notes: WEINMAN PUMPS; MODEL 6L2-000P16G-SSOL; S/N 168203; 100GPM; 33 FT HEAD; MAX WP 175LBS

Order Line Notes: PUMP REMOVAL AND INSTALLATION (NOTE: LASER ALIGNMENT CAN BE QUOTED AT AN ADDITIONAL CHARGE). ALL TRANSPORTATION WILL BE ON APEX OWNED AND OPERATED VEHICLES. APEX WILL BE RESPONSIBLE FOR ALL NECESSARY TOOLS AND EQUIPMENT NEEDED TO PERFORM FIELD SERVICES.

→ \$250.00 verbal quote

BASE PUMP REPAIR INCLUDES THE REPLACEMENT OF ANY STANDARD WEARABLE COMPONENTS (SLEEVES, BEARINGS, MECHANICAL SEAL, GASKETS, O-RINGS, FASTENERS). SHAFTS TOLERANCES AND TIR ANALYSIS INCLUDED. MOTOR WILL BE RECONDITIONED (BEARINGS, BALANCE,

QUOTATION

APEX INDUSTRIAL AUTOMATION, LLC

APEX INDUSTRIAL AUTOMATION LLC
 737 OAKRIDGE DR
 ROMEOVILLE, IL 60446
 US
 866-924-2808

APEX
 INDUSTRIAL AUTOMATION, LLC
 "Service is Our Product"

Order Number	
1240883	
Order Date	Page
05/13/2023 09:15:46	2 of 2

Quote Expires On: 06/12/2023

Quantities				Item ID	Item Description	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size					
2.00	0.00	2.00	EA		WASH, DIP & BAKE). ALL END BELL AND SHAFT FITS WILL BE MEASURED. PUMP CASING WILL BE SANDBLASTED AND PAINTED. ALL ROTATING ELEMENTS ARE DYNAMICALLY BALANCED. ANY ADDITIONAL SERVICES WILL BE QUOTED PRIOR TO PROCEEDING.			
				1.0	FIELD SERVICE - MECHANICAL	EA	3,431.0000	6,862.00
				1.0	FIELD SERVICE CALL			
					WEINMAN PUMPS; MODEL 8L2-000P16G-SSOL; S/N 168201-1 & 168201-2; 1500GPM; 45 FT HEAD; MAX WP 175LBS			
					<i>Order Line Notes:</i> PUMP REMOVAL AND INSTALLATION (NOTE: LASER ALIGNMENT CAN BE QUOTED AT AN ADDITIONAL CHARGE).			
					ALL TRANSPORTATION WILL BE ON APEX OWNED AND OPERATED VEHICLES. APEX WILL BE RESPONSIBLE FOR ALL NECESSARY TOOLS AND EQUIPMENT NEEDED TO PERFORM FIELD SERVICES.			
					BASE PUMP REPAIR INCLUDES THE REPLACEMENT OF ANY STANDARD WEARABLE COMPONENTS (SLEEVES, BEARINGS, MECHANICAL SEAL, GASKETS, O-RINGS, FASTENERS). SHAFTS TOLERANCES AND TIR ANALYSIS INCLUDED. MOTOR WILL BE RECONDITIONED (BEARINGS, BALANCE, WASH, DIP & BAKE). ALL END BELL AND SHAFT FITS WILL BE MEASURED. PUMP CASING WILL BE SANDBLASTED AND PAINTED. ALL ROTATING ELEMENTS ARE DYNAMICALLY BALANCED. ANY ADDITIONAL SERVICES WILL BE QUOTED PRIOR TO PROCEEDING.			

→ \$250 verbal per pump x 2 = \$500

Total Lines: 2

SUB-TOTAL: 10,177.00
TAX: 0.00
AMOUNT DUE: 10,177.00
 U.S. Dollars

+ 750
10,927.00

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of the Phase 2-Leak Logger Program, consisting of 146 leak logger units from Gutermann Inc., in an amount not to exceed \$219,191.70

RESOLUTION

BACKGROUND/HISTORY

The proposed leak detection system is Phase 2-4 utilized by the Water Division to proactively locate and pinpoint leaks while they are small. The detectors, (loggers) are placed in water vaults and/or hydrant auxiliary valves. The loggers detect leaks through sound waves. When a leak occurs, the sound will amplify from the pipe and the adjacent area. As the detection state changes, a water sensor will be awakened on the radio and send data to a wireless gateway. Through a correlation process the loggers calculate the origin of the leak and process the information through the Gutermann I-Cloud gateway service. The cloud-based technology then sends an alert to a monitoring app on a mobile device or desktop application.

This program will also eliminate the need to outsource leak locating services at a cost of approximately \$15,000-\$20,000 per year upon full deployment of the leak loggers. The loggers will provide daily monitoring, 365 days a year. The program will have hosting costs after the initial five years, see attached sheet labeled as [Attachment A](#).

This program is considered Phase 2 of 4 and is budgeted over a three-year program, pending budget considerations. The cost of the entire program will be approximately \$616,000 with reoccurring costs after the initial five years of each phase. As stated in the attached email, the pricing will be honored for the entire project, see [Attachment B](#). A further evaluation on the the return on investment throughout each phase was calculated and the program would pay for itself in 2.25 to 2.5 years. The reoccurring costs would be budget beginning 2027/2028. Please see [Attachment A](#), summarizing the phases and costs. As additional information, [Attachment C](#) is technical information regarding the system.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
02-50-4815	Capital Purchases Leak Detection Equipment & Data Loggers	\$220,000.00	\$219,191.70	\$808.30

STAFF RECOMMENDATION

Staff recommends a resolution authorizing the purchase of the Phase 2-Leak Logger Program, consisting of 146 leak logger units from Gutermann Inc., in an amount not to exceed \$219,191.70.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on June 5, 2023. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

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

PHASE 1 OF 3 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount	Gatermann - ZONESCAN NB-IDT
ZS-NBHD-PROG-KIT	1	EACH	\$ 250.00	0%	\$ 250.00
ZS-NBHD-KIT-90-29	52	EACH	\$ 1,365.00	25%	\$ 53,235.00
NBHD-SIMCARD	52	EACH	\$ 55.00	0%	\$ 2,860.00
ZS-LB-ANTENNAS	52	EACH	\$ 30.00	100%	\$ -
Training - On Site. Includes One day of training, travel and expenses	1	LUMP SUM	\$ 2,500.00	0%	\$ 2,500.00
Shipping	3	EACH	\$ 40.00	0%	\$ 120.00
TOTAL COST INCLUSIVE- FIVE YEARS					\$ 58,965.00

PROGRAM 1 OF 3 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING COST	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 8 year term (\$18/Year)	52	MONTHLY	\$ 1.50	\$ 936.00	\$ 4,680.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$41/Year)	52	MONTHLY	\$ 8.92	\$ 572.00	\$ 2,860.00	N/A
Total Recurring Cost Years 6-10				\$ 1,508.00	\$ 7,540.00	N/A
Sensor Battery Replacement - Every 8 years	52	EACH	\$ 20.00	\$ 1,040.00	\$ 650.00	\$ 1,040.00
Total Recurring Cost-Year 8				\$ 1,638.00	\$ 8,190.00	\$ 1,040.00

RETURN ON INVESTMENT	PHASE 1 INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	SAVINGS	REDUCED AVERAGE ANNUAL WATER LOSS COST
PHASE 1 - 52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)

PHASE 2-

WATER LOSS CHART AND WHOLESALE COST

Break Size: 1/16" x 180 Degrees of 360				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon- Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67
6	136,800	\$ 4.97	49,912,000	\$ 248,162.04
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72
10	228,100	\$ 4.97	83,265,500	\$ 413,234.81
12	273,700	\$ 4.97	99,920,500	\$ 496,505.40
16	364,900	\$ 4.97	133,188,500	\$ 661,246.85

Break Size: 1/16" x 360 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	456,200	\$ 4.97	166,513,000	\$ 827,569.63
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW GALLONS PER DAY	UNACCOUNTABLE FLOW GALLONS PER YEAR	WHOLESALE COST PER 100 GALLONS RATE IS AVERAGE PER TO LMO REPORTING CALENDER	WHOLESALE COST
2002	9.80	177,096	64,641,312	\$ 9.00	\$ (27,084.14)
2003	7.50	136,194	49,711,372	\$ 4.97	\$ (247,064.58)
2004	14.00	274,600	100,072,200	\$ 4.95	\$ (997,084.23)
2009	8.60	113,598	41,604,372	\$ 4.96	\$ (206,336.65)
2018	9.40	179,225	65,440,125	\$ 4.95	\$ (321,360.35)
2017	18.20	389,811	142,281,692	\$ 4.88	\$ (699,082.73)
2016	14.80	292,200	106,580,000	\$ 4.89	\$ (511,584.60)
**2015	14.80	274,000	100,000,000	\$ 4.88	\$ (485,048.52)
**2014	4.50	99,200	34,335,000	\$ 4.68	\$ (442,423.38)
2013	3.10	69,200	25,258,000	\$ 3.03	\$ (76,531.74)
2012	3.50	89,233	32,569,666	\$ 2.73	\$ (88,915.23)
2011	1.67	46,720	17,044,900	\$ 2.73	\$ (46,560.11)
2010	7.90	191,000	69,715,000	\$ 2.73	\$ (196,321.81)
2009	6.90	133,000	48,843,000	\$ 2.73	\$ (132,456.81)
2008	3.20	81,000	29,560,000	\$ 2.73	\$ (80,712.24)
2007	1.40	29,000	10,611,500	\$ 2.73	\$ (29,791.60)
2006	4.97	102,000	37,230,000	\$ 2.73	\$ (101,637.00)
2005	3.80	68,500	25,302,500	\$ 2.73	\$ (69,185.63)
AVERAGE	5.59	129,038	47,114,209	\$ 2.73	\$ (128,621.77)

* A major leak was identified at Caw Ave and South Frontage Rd-accounting for the increase.

**New standards implemented for calculations-First standard goal is to be under 12% water loss

PHASE 2 OF 4 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount	Gutermann - ZUNESCAN-NB-4091
ZS-NBHOT-PROG-KIT	193	EACH	\$ 250.00	0%	\$ 250.00
ZS-NBHOT-KIT-96-29	193	EACH	\$ 1,365.00	30%	\$ 184,11.50
NBHOT-SIMCARD	193	EACH	\$ 55.00	0%	\$ 10,615.00
ZS-LB-ANTENNAS	193	EACH	\$ 30.00	100%	\$ -
SAMSUNG ACTIVE TABLET	1	EACH	\$ 1,000.00	0%	\$ 1,000.00
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$ 2,500.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	1	PER DAY	\$ 1,000.00	0%	\$ 1,000.00
Shipping--Estimated	1	LUMP SUM	\$ 2,600.00	0%	\$ 2,600.00
TOTAL COST INCLUSIVE-FIVE YEARS					\$ 199,876.50

PHASE 2 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$1W/Year)	193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recurring Cost Years 6-10				\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8				\$ 6,079.50	\$ 30,397.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS	ANNUAL SAVINGS	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS	5 YEAR ANNUAL SAVINGS	ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1 -5 LOGGERS	\$ 58,965.00	#####	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$(268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
TOTALS	\$258,841.50	N/A	N/A	N/A	N/A	46.3%
TOTAL INVESTMENT COST	\$485,965.00					

WATER LOSS CHART AND WHOLESALE COST

Break Size: 178" x 100 Degrees of 360				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon Wholesale	Annual Loss in Gallons	Annual Cost
2	45,500	4.97	16,644,000	\$ 82,720.88
4	32,400	4.97	29,712,000	\$ 147,663.67
6	156,400	4.97	49,032,000	\$ 244,862.68
8	282,400	4.97	56,376,000	\$ 330,882.72
10	298,500	4.97	83,256,000	\$ 413,784.81
12	271,500	4.97	99,900,000	\$ 496,505.49
16	364,900	4.97	133,188,000	\$ 661,246.81

Break Size: 178" x 360 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,500	4.97	33,235,000	\$ 165,259.96
4	182,500	4.97	66,632,000	\$ 331,264.43
6	273,500	4.97	99,984,000	\$ 496,264.08
8	364,500	4.97	133,320,000	\$ 661,264.44
10	456,200	4.97	166,532,000	\$ 827,569.81
12	547,800	4.97	199,803,000	\$ 993,019.97
16	739,900	4.97	266,413,000	\$ 1,324,079.10

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER REPORTING CALENDER	
				1000-GALLONS-RATE IS AVERAGE DUE TO LMO	WHOLESALE COST
2002	0.00	177,000	64,641.00	0	\$ 323,088.14
2003	7.50	136,100	49,711.75	4.97	\$ 127,058.74
2004	14.00	274,000	100,012.00	4.97	\$ 497,068.72
2005	8.00	292,000	106,296.00	4.97	\$ 526,296.00
2006	9.40	199,200	72,448.20	4.97	\$ 361,926.36
2007	15.20	389,200	142,287.00	4.97	\$ 709,782.17
2008	14.40	292,200	106,580.00	4.97	\$ 531,284.00
2009	14.00	274,000	100,012.00	4.97	\$ 497,068.72
2010	4.50	99,200	35,835.00	4.97	\$ 177,423.96
2011	1.10	99,200	35,835.00	3.03	\$ 76,337.72
2012	3.10	99,200	35,835.00	2.73	\$ 136,012.52
2013	0.00	0	0	2.73	\$ 65,958.84
2014	7.90	191,000	69,515.00	2.73	\$ 190,323.19
2015	4.40	153,000	55,443.00	2.73	\$ 152,458.91
2016	3.20	81,000	29,565.00	2.73	\$ 80,712.00
2017	1.40	29,900	10,913.50	2.73	\$ 29,799.86
2018	4.93	102,000	37,230.00	2.73	\$ 101,637.78
2019	3.80	88,500	32,302.50	2.73	\$ 88,145.58
AVERAGE	8.55	128,000	47,114.20	2.73	\$ 128,623.75

* A major leak was identified at Cass Ave and Smith Prong Rd accounting for the increase.

**New standard implemented for calculations-First standard goal is to be under 12% water loss

PHASE3 OF 4 ALL INCLUSIVE YEAR COST

DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount	Guterman - ZONECAN NB-101
ZS-NBROT-PROG-KIT	1	EACH	\$ 250.00	0%	\$ 250.00
ZS-NBROT-KIT-90-29	193	EACH	\$ 1,365.00	30%	\$ 184,411.50
NBROT-SIMCARD	193	EACH	\$ 55.00	0%	\$ 10,615.00
ZS-LB-ANTENNAS	193	EACH	\$ 30.00	100%	\$ -
SAMSUNG ACTIVE TABLET	0	EACH	\$ 1,000.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$ 2,500.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	2	PER DAY	\$ 1,000.00	0%	\$ 2,000.00
Shipping--Estimated	1	LUMP SUM	\$ 2,000.00	0%	\$ 2,000.00
TOTAL COST INCLUSIVE FIVE YEARS					\$ 199,876.50

PHASE3 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURR	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recurring Cost Years 6-10				\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost Year 8				\$ 6,079.50	\$ 30,597.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT COST	AVERAGE ANNUAL WATER LOSS	ANNUAL SAVINGS	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS	5 YEAR ANNUAL SAVINGS	ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE2 -193 LOGGERS	\$199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE3 -193 LOGGERS	\$199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
TOTALS	\$458,718.00	N/A	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$685,965.00					

WATERLOSS CHART AND WHOLESALE COST

Break Size: 1/2" x 100 Degree of 300				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68
4	81,400	\$ 4.97	29,711,000	\$ 147,661.07
6	136,800	\$ 4.97	49,922,400	\$ 248,312.04
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72
10	238,200	\$ 4.97	89,250,000	\$ 433,769.81
12	272,800	\$ 4.98	99,862,400	\$ 496,305.40
16	364,000	\$ 4.97	133,108,000	\$ 661,360.85

Break Size: 1/2" x 300 Degree				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,500	\$ 4.97	33,253,500	\$ 165,259.96
4	183,000	\$ 4.97	66,512,000	\$ 331,064.13
6	274,500	\$ 4.97	99,764,000	\$ 496,324.08
8	366,000	\$ 4.97	133,102,000	\$ 661,705.44
10	457,500	\$ 4.97	166,511,000	\$ 827,269.62
12	549,000	\$ 4.97	199,861,000	\$ 996,310.91
16	728,000	\$ 4.97	266,411,000	\$ 1,324,075.10

WATER INVENTORY (AMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS RATE IS AVERAGE OF 1340 REPORTING CALENDERS	WHOLESALE COST
2020	9.9%	177,079	64,411,313	\$ 4.98	\$ 320,084.13
2021	7.5%	136,151	49,711,131	\$ 4.98	\$ 247,664.34
2020	14.0%	274,053	100,072,523	\$ 4.98	\$ 497,664.21
2020	8.0%	144,886	52,684,916	\$ 4.98	\$ 262,682.93
2019	9.4%	179,259	65,493,123	\$ 4.92	\$ 323,763.77
2017	18.2%	389,837	142,251,000	\$ 4.86	\$ 690,002.74
2019	14.4%	262,200	95,500,000	\$ 4.80	\$ 451,200.00
**2015	14.5%	274,000	100,000,000	\$ 4.80	\$ 480,000.00
**2014	4.5%	92,200	33,500,000	\$ 4.80	\$ 160,200.00
2013	1.1%	67,200	24,300,000	\$ 3.00	\$ 72,900.00
2012	1.9%	97,200	35,200,000	\$ 2.75	\$ 98,300.00
2011	1.6%	46,720	17,054,976	\$ 2.75	\$ 46,901.17
2010	3.9%	197,000	71,310,000	\$ 2.75	\$ 196,312.50
2009	6.4%	153,000	55,440,000	\$ 2.75	\$ 152,460.00
2008	8.0%	81,000	29,500,000	\$ 2.75	\$ 80,712.50
2007	1.4%	26,900	9,751,500	\$ 2.75	\$ 26,918.75
2006	4.9%	102,000	37,200,000	\$ 2.75	\$ 102,675.00
2005	3.8%	88,500	32,302,500	\$ 2.75	\$ 88,831.87
AVERAGE	8.5%	120,800	47,144,200	\$ 2.75	\$ 128,621.17

* A major leak was identified at Cass Ave and South Frontage Rd accounting for the increase.

**New standards implemented for calculations. First standard goal is to be under 12% water loss

PHASE 4 OF 4 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount	Gutermann - ZONSCAN NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$ 250.00	0%	\$ 250.00
ZS-NBIOT-KIT-98-29	193	EACH	\$ 1,365.00	30%	\$ 184,411.50
NBIOT-SIMCARD	193	EACH	\$ 55.00	0%	\$ 10,615.00
ZS-LB-ANTENNAS	193	EACH	\$ 30.00	100%	\$ -
SAMSUNG ACTIVE TABLET	0	EACH	\$ 1,000.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$ 2,500.00	0%	\$ -
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	2	PER DAY	\$ 1,000.00	0%	\$ 2,000.00
Shipping--Estimated	1	LUMP SUM	\$ 2,600.00	0%	\$ 2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS					\$ 199,876.50

PHASE 4 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recurring Cost Years 6-10	193			\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8				\$ 6,079.50	\$ 30,397.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL SAVINGS	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS	5 YEAR ANNUAL SAVINGS	ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$ 199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE 3 -193 LOGGERS	\$ 199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
PHASE 4 -193 LOGGERS	\$ 199,876.50	\$ 449,440.36	N/A	N/A	N/A	N/A
TOTALS	\$ 658,594.50	\$ -	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$ 685,965.00					

WATER LOSS CHART AND WHOLESALE COST

Break Size: 1/16" x 180 Degrees of 360				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon- Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72
10	228,100	\$ 4.97	83,256,000	\$ 413,784.81
12	273,700	\$ 4.97	99,900,000	\$ 496,505.49
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85

Break Size: 1/16" x 360 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS-RATE IS AVERAGE DUE TO LMO REPORTING CALENDER	WHOLESALE COST
2022	9.30%	177,099	64,641,135	\$ 5.06	\$ (327,084.14)
2021	7.50%	136,195	49,711,175	\$ 4.97	\$ (247,064.54)
2020	14.00%	274,000	100,012,000	\$ 4.97	\$ (497,064.27)
2019	6.60%	113,384	41,604,160	\$ 4.96	\$ (208,358.63)
2018	9.40%	179,238	65,440,120	\$ 4.92	\$ (321,965.39)
2017	18.20%	389,810	142,281,000	\$ 4.85	\$ (690,062.83)
2016	14.40%	292,000	106,580,000	\$ 4.80	\$ (511,584.00)
**2015	14.80%	274,000	100,010,000	\$ 4.85	\$ (485,048.50)
*2014	4.55%	99,200	35,935,000	\$ 4.68	\$ (442,423.80)
2013	3.18%	69,200	25,258,000	\$ 3.03	\$ (76,531.74)
2012	3.76%	89,232	32,569,669	\$ 2.73	\$ (88,915.20)
2011	1.61%	46,250	17,054,099	\$ 2.73	\$ (86,500.72)
2010	7.96%	191,000	69,715,000	\$ 2.73	\$ (180,321.99)
2009	6.40%	153,000	55,845,000	\$ 2.73	\$ (152,456.83)
2008	3.20%	81,000	29,565,000	\$ 2.73	\$ (80,712.45)
2007	1.46%	29,900	10,913,500	\$ 2.73	\$ (29,793.86)
2006	4.91%	102,000	37,230,000	\$ 2.73	\$ (101,637.90)
2005	3.80%	88,500	32,302,500	\$ 2.73	\$ (88,185.83)
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	\$ (128,621.77)

* A major leak was identified at Cross Ave and South Frontage Rd-accounting for the increase.
 **New standards implemented for calculations-First standard goal is to be under 12% water loss

Regina Kokkinis

From: Dan Gombac
Sent: Wednesday, February 22, 2023 3:17 PM
To: Regina Kokkinis
Subject: Leak Loggers

Need to incorporate email into agenda memo that the prices will be held.

From: Kris Throm <kthrom@darienil.gov>
Sent: Wednesday, February 22, 2023 10:23 AM
To: Dan Gombac <dgombac@darienil.gov>
Subject: FW: Checking In

See below for Gutermann pricing.

Thanks,

Kris Throm
City of Darien Municipal Services
Superintendent
 (630) 514-3453

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

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Cameron Keyes <cameron.keyes@gutermann-water.com>
Sent: Tuesday, February 21, 2023 12:36 PM
To: Kris Throm <kthrom@darienil.gov>
Subject: Re: Checking In

Hello Kris,

Thanks for the email. The pricing will be good for the entire project!

As for a trial and a Western Springs contact yes. I say we set up 10 or so loggers in your system ASAP. I'll be in the area for WaterCon the week of March 20th. Do you want to schedule something for the 23rd?

Looking forward to it.

Cameron Keyes

Director - North America : Gutermann, Inc.

C: 603-320-9166 F: 603-292-6171

www.linkedin.com/in/cameronkeyesgutermann

MEMO

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ZONESCAN 820

Smallest correlating radio logger on the market.

- Correlating loggers with high pinpointing accuracy for mobile applications (Lift & Shift or Drive-by)
- Intuitive and versatile Android software ZONESCAN Smart for use with phones and tablets
- Optional data upload to ZONESCAN Net cloud service
- Optimised battery life



Fixed Distribution Network Monitoring

ZONESCAN 1360

Compact permanently installed noise loggers with direct NB-IoT data communication to the Gutermann Cloud.

- Robust data communication of the logger from the chamber to the cloud, even through cast iron lids
- Automatic synchronisation of loggers for accurate leak pinpointing (full correlation)
- NB-IoT is perfect for environmental monitoring thanks to excellent deep coverage, low communication costs and high energy-efficiency
- Easy installation with ZONESCAN INSTALL - Battery changeable in the field



ZONESCAN ALPHA

Fully correlating monitoring system with complete RF infrastructure.

- Award-winning permanent monitoring system for municipalities without reliable NB-IoT cell coverage
- Fully automatic and highly accurate leak alarming and pinpointing
- Sophisticated Gutermann Cloud software with map-based views, dashboards reports and event management tools
- Hundreds of systems installed around the world



Fixed Trunk Main Monitoring

HISCAN

Permanent trunk main monitoring with hydrophones.

- Daily automatic correlations and near real-time leak alarms
- Precise pinpointing even of small emerging leaks
- Increased sensitivity even on plastic pipes using redesigned hydrophones
- Long distances between measuring points
- Energy independence thanks to solar panels
- Upload of data to the ZONESCAN Net cloud



GUTERMANN

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Landis + Gyr-Strasse 1
CH-6300 Zug, Switzerland
T. +41 41 7606033
F. +41 41 7606034
E. info@gutermann-water.com
W. gutermann-water.com

CASE STUDIES



MULTISCAN ↗ ZONESCAN ↗ AQUASCAN ↗

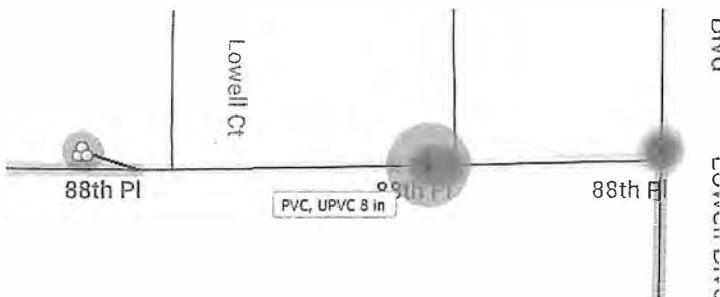
Product: MULTISCAN ↗

Type: Real-Time/Overnight
Multi-point Correlator

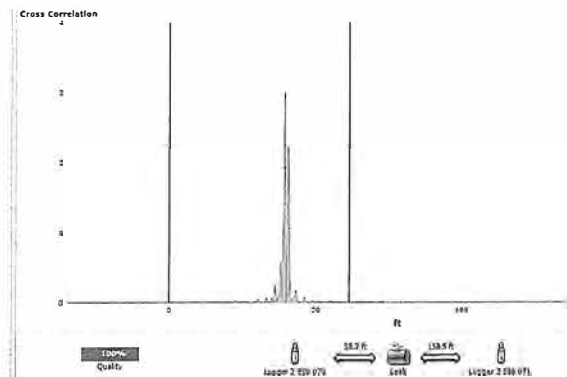
Utility/Company: Westminster, CO
Pipe Material/Diameter: 8" PVC Main
Correlation Quality(s): 100%

Time of Measurement: 8:37 A.M.

Summary: Leak was found after a pro-active leak survey, aimed at reducing non-revenue water. Three (3) sensors produced three leak correlations; one directly at the T-intersection between two sensors placed on Lowell Blvd, and two directly on the leaky hydrant's position, on 88th Pl. The leak was due to a corroded hydrant shoe valve, which was later replaced.



ZONESCAN NET Map View



ZONESCAN NET Correlation Graph



ZONESCAN NET Street View



Leak on Corroded Hydrant Shoe

Product: ZONESCAN 820

Type: Correlating Radio
Loggers in Lift & Shift mode

Utility/Company: Wentzville OH

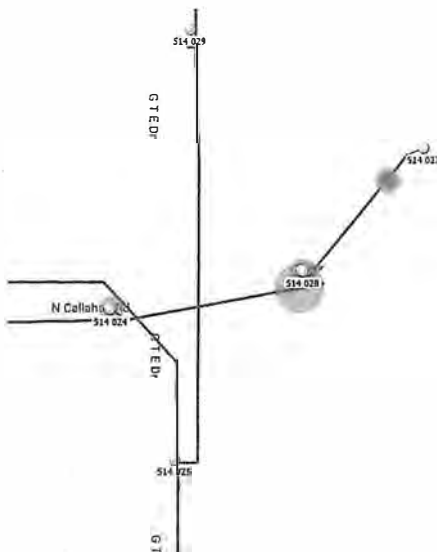
Pipe Material/Diameter: 6" Ductile Iron

Time of Measurement: 2:00 A.M.

Summary: During a pro-active leak survey, ten (10) sensors were placed in an area that was thought to be quiet. To the operator's surprise, one logger returned a high "leak score." After an investigation, the crew found a creek with an abandoned service line near the logger, and deployed the loggers again. Sure enough, the loggers pinpointed leaks on the service - leaks which were discovered to be the source of the pond (see photos below). After the line was shut off, the water drained into a nearby creek.

Correlations	Logger Noise	Events							
Quality...	Logger 1	Logger 2	Distan...	Distan...	Center...	Pipe Length	Pipe ...		
100%	514 027	514 028	28.9 ft	126.2 ft	-48.6 ft	155.2 ft			✓
90%	514 024	514 028	187.0 ft	0.0 ft	106.5 ft	161.0 ft			✓

ZONESCAN NET Correlation Tab



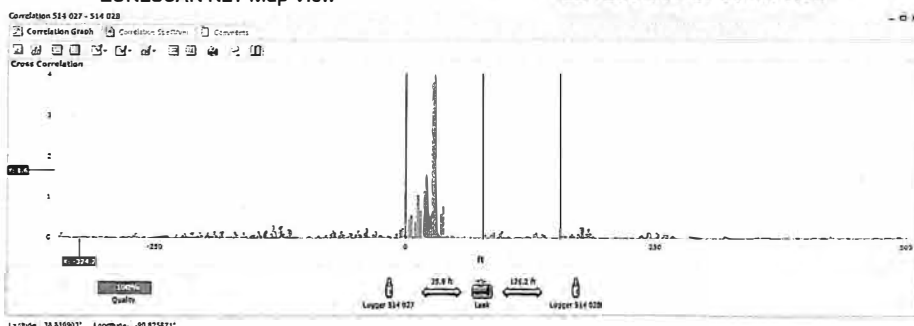
ZONESCAN NET Map View



ZONESCAN NET Street View



(Above) Pond created by the larger leak.
(Below) Puddle created by the smaller leak.



ZONESCAN NET Correlation Graph of 100% leak

Return on Investment: Though the crew did not know how long the leak had been active, they calculated that over a conservative period of 6 months, the excess production cost due to the leaks was roughly \$96,000. With the cost of equipment, and liberal estimates of man power hours, Wentzville's return on investment for finding the two leaks in question was over \$73,000.

Product: ZONESCAN NB-OT

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

Utility/Company: Lebanon PA

Pipe Material/Diameter: 4" CI Main w/ 3/4" Copper Service

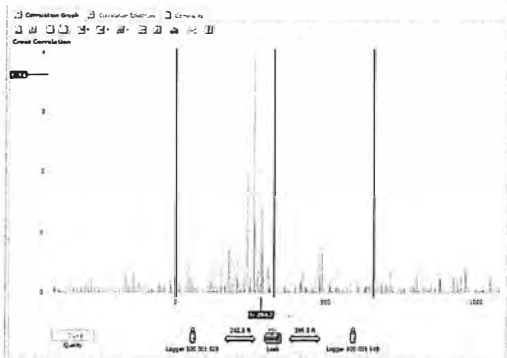
Summary: Lebanon PA installed their NB-IoT logger system in 2020, starting with 30 loggers, and expanding to 130 loggers in 2022. Since install, the system has boasted over 95% connectivity on a consistent basis, and has found over thirty leaks for the city. The two examples below are from the earliest, and most recent, days of install, respectively. Lebanon PA has made excellent use of the Events feature of ZONESCAN NET, which pings the user on new high-quality correlations, and allows the city to keep track of their investigated leaks, as well as label which correlations are due to other noise sources, such as PRVs.

Leak 1: Sept. 19, 2020 - 2:00 A.M.

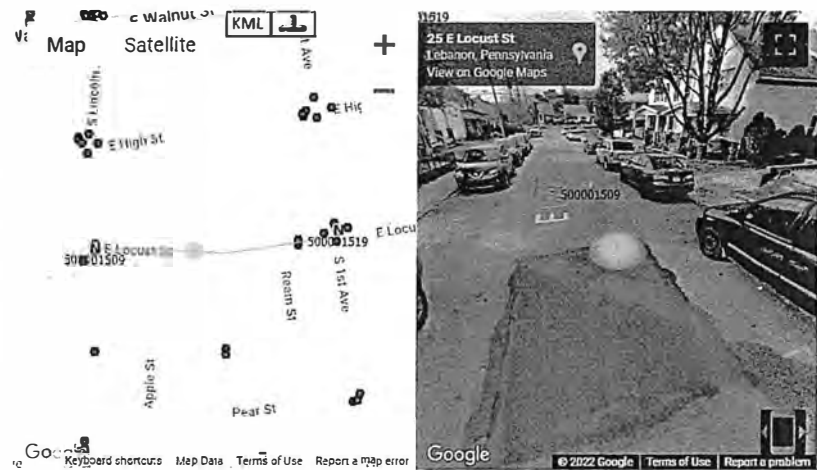
Correlation Quality: 70%

Distance: 660 ft

Result: Leak was found repaired. Leak was non-surfacing, on a utility-side service line.



ZONESCAN NET Correlation Graph



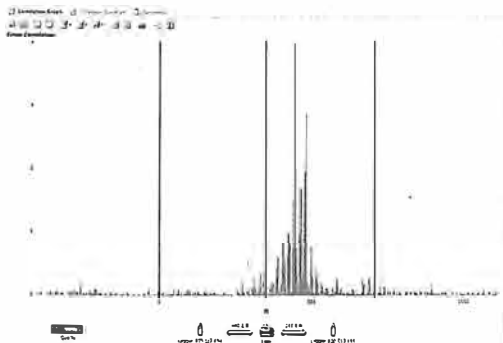
ZONESCAN NET Map & Street View

Leak 2: June 3rd, 2022 - 2:00 A.M.

Correlation Quality: 90%

Distance: 706 ft

Result: Leak was found repaired. Leak was non-surfacing, on a service line on the customer's property.



ZONESCAN NET Correlation Graph



ZONESCAN NET Map & Street View

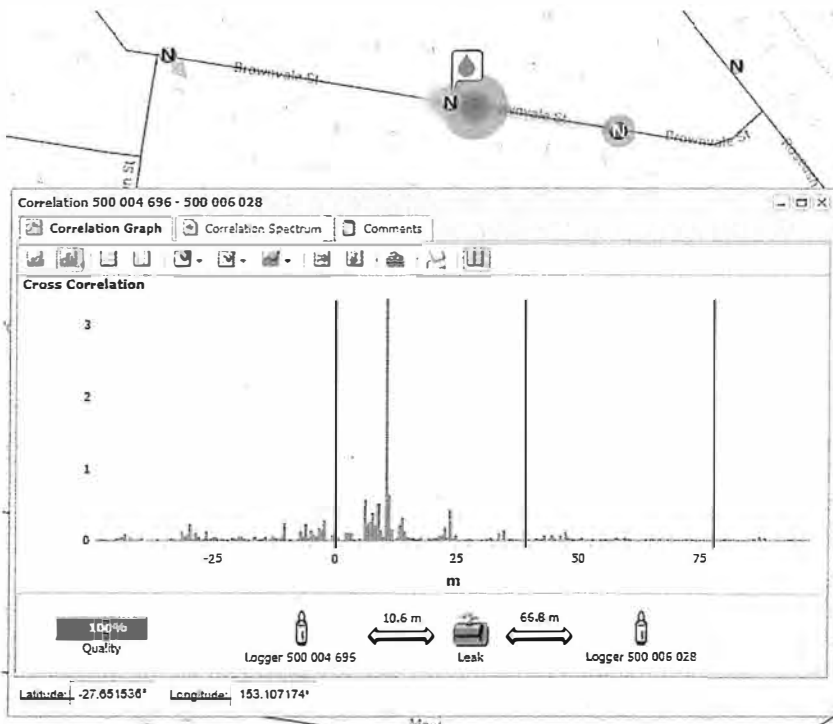
Product: ZONESCAN NB-LoT

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

Utility/Company: City of Logan, Australia

Pipe Material/Diameter: 100mm (4") PVC main w/ 100mm (3/4") poly conduit

Summary: The City of Logan, after tremendous success with their ZONESCAN 820 lift & shift program, implemented a 300-point ZONESCAN NB-LoT system in May of 2021. In the first few months, the system found a total of 23 leaks (both mainline and customer-side), which saved an estimated \$261k USD annually in non-revenue water. Pictured below is the most costly leak that was found by the system: a non-surfacing leak caused by a damaged road conduit. The city meticulously recorded every aspect of the found leaks, noting details such as identification-to-stoppage times, and gal/m losses.



Pipe Info: 100mm (4 in.) PVC main & 20mm (0.75 in.) poly road conduit

Correlation Score: 100%

Logger Spacing: 77.4m (254 ft)

Total Time from Identification to Stoppage: 29.45 hrs

Leakage Rate: 97.52 L/m (25.76 gal/m)

Actual Non-Revenue Water Loss: \$538.00 USD or 172 KL

Total Estimated Non Revenue Water Loss Annually (in USD): \$147,133.00



Return on Investment: Though the NB-LoT system will continue to monitor the utility's water system for years to come, large and costly leaks caught early have provided a near full return on investment in the span of just two months. This startling success led the city to invest in creating purpose-built, ultra-secure chambers to better cover their mixed material system with NB-LoT Loggers where no valves are present.



Product: ZONESCAN 820 & AQUASCAN 610

Utility/Company: Kansas City BPU, KS

Summary: In an effort to reduce its 35% water loss, the utility conducted a proactive leak survey using 50 overnight correlating loggers, and an AQUASCAN 610 real-time correlator. The survey spanned 144 miles of pipe, and lasted 61 days, with one worker able to deploy up to 25 loggers per hour. Pictured below are three examples of leaks found during the survey.

ZONESCAN NET Correlation Report

Kansas City BPU 2018-08-17 (Report created on 2019-05-03 2:21 PM)



Leak on 4" CI Main Line

Correlation

Quality	Location	Logger 1	Logger 2	Dist. L1	Dist. L2	Center Dist.	Pipe Len.	Comments
70	L Eaton St	509679	509684	147.6 ft	26.6 ft	62.4 ft	174.2 ft	4" Main Leak - Pinpointed after 2 years of searching!

ZONESCAN NET Correlation Report

Kansas City BPU 2017-09-22 (Report created on 2017-10-24 5:27 PM)



Leak on AC Main Line

Correlation

Quality	Location	Logger 1	Logger 2	Dist. L1	Dist. L2	Center Dist.	Pipe Len.	Comments
100	7425-7499 Georgia Ave	509700	509701	42.6 ft	735.4 ft	-348.1 ft	778.2 ft	

Return on Investment: The survey identified a total of 64 leaks - 25 mainline, 12 service, 5 hydrants, 8 mainline/hydrant valves, and 14 customer-side leaks. Subsequent repairs took the utility from 1.55 MGD (approx. \$16.5k per mo.) losses to 0.662 MGD (approx. \$7k per mo.) losses, a reduction of over 20% in just two months.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 2-LEAK
LOGGER PROGRAM, CONSISTING OF 146 LEAK LOGGER UNITS FROM
GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,191.70**

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal for the purchase of the Phase 2-Leak Logger Program, consisting of 146 leak logger units from Gutermann Inc., in an amount not to exceed \$219,191.70, 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 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Darien Public Works - IL, Kris Throm
 1041 S. Frontage Rd
 Darien IL 60561
 United States

Invoicing Address:

Darien Public Works - IL, Kris Throm
 1041 S. Frontage Rd
 Darien IL 60561
 United States

Shipping Address:

Darien Public Works - IL
 1041 S. Frontage Rd
 Darien IL 60561
 United States

Quotation

Quotation Number: S/GUS/2301463
 Quotation Date: 05/25/2023
 Expiration Date: 11/24/2023
 Reference: USA20230525CK NBIOT
 Your Contact Person: Cameron Keyes
 Phone:
 Email: cameron.keyes@gutermann-water.com

Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
1	1.00	Pcs	ZS-NBIOT-PROG-KIT	ZS NB-IoT programming kit	400.00	100.00		\$ 0.00
2	217.00	Pcs	SIM-US-ATT	ZONESCAN NB-IoT data SIM card (AT&T (US)) Customs tariff number: 85235200	0.00	0.00		\$ 0.00
3	217.00	Pcs	ZS-NBIOT-KIT-90-29	ZONESCAN NB-IoT correlating leak logger incl antenna (12,13,17,28 (90mm), 290 cm)	1,365.00	26.00		\$ 219,191.70
4	217.00	Pcs	ZS-LB-ANT	ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
5	1.00	Units	Included	Training - Web Based	0.00	0.00		\$ 0.00
6	1.00	Units	Includes - one day training, travel and expenses	Training - On site (1Day)	1,000.00	100.00		\$ 0.00
7	3.00	Pcs	FREIGHT	Freight charge and transport insurance	0.00	0.00		\$ 0.00
Total								\$ 219,191.70

*Please allow 10 weeks for delivery

*2 Year Manufacturers Warranty: Excludes cables, antennas, and cords.

Payment terms: 30 Days

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

Approval of a [resolution](#) authorizing for a Memorandum of Understanding Agreement of the Route 66 Community Monument Sign for the location at 1000 N. Frontage Road with a onetime financial partnership investment of \$300 payable to Heritage Corridor Convention and Visitors Bureau

AND

A motion authorizing Staff to install the Route 66 Monument in an amount not to exceed \$2,300.

BACKGROUND/HISTORY

Mayor Marchese has directed Staff to prepare for the installation of the Route 66 Monument Sign. Apart of the 100th anniversary of Route 66 the DuPage Convention & Visitors Bureau has secured funds from the General Assembly to erect monuments throughout the Heritage Corridor in DuPage County. Attached and labeled as [Attachment A](#) is a depiction of the signage that was created in preparation of the 100th anniversary of Route 66 in the year 2026. The sign is paid for by a grant from the Illinois Office of Tourism.

The sign would be delivered to the City of Darien and the Municipal Services Department will be installing. The location of the install will occur within the frontage of 1000 N Frontage Road, commonly known as Uni-Carrier and Miskatonic Brewery. The owner of the property has granted the City permission to install and remove the structure in the fall of 2026, see attached e-mail labeled as [Attachment B](#).

The costs associated with the project will require a concrete base and costs have been estimated at approximately \$2,300, see cost summary sheet labeled as [Attachment C](#). It is estimated that the cost to remove the Route 66 monument in 2026 and provide restoration will cost approximately \$1,500. The work will be completed in house with limited outsourcing. In addition, a onetime financial partnership investment of \$300 is required per the agreement, labeled and attached as [Exhibit A](#). While this item was not contemplated for the FY23/24 Budget, the funds would be expended from the City Administrators Contingency Fund.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
01-10-4330	Contingency Fund Partnership Investment Fee	\$10,000	\$300	\$9,700
01-10-4330	Contingency Fund Contrsuction Cost		\$2,600	\$7,100
TOTALS			\$2,900	\$7,100

STAFF RECOMMENDATION

Approval of a resolution authorizing for a Memorandum of Understanding Agreement of the Route 66 Community Monument Sign for the location at 1000 N. Frontage Road with a onetime financial partnership investment of \$300 payable to Heritage Corridor Convention and Visitors Bureau

AND

A motion authorizing Staff to install the Route 66 Monument in an amount not to exceed \$2,300

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on June 5, 2023. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE CONSIDERATION

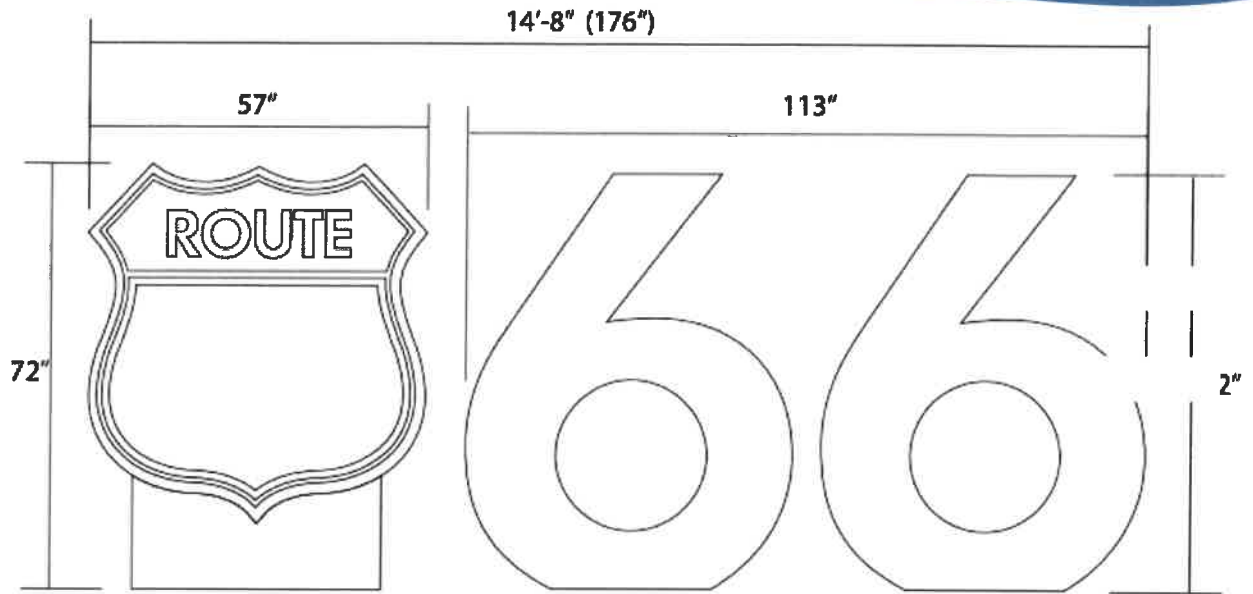
As directed by the City Council.

DECISION MODE

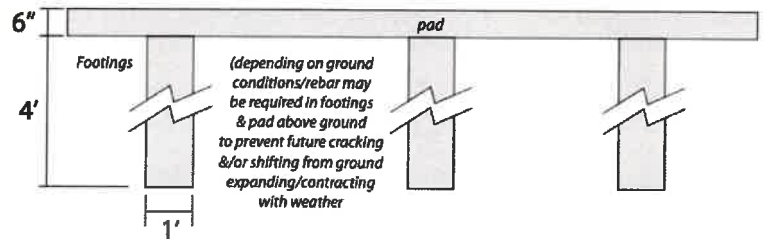
This item will be placed on the June 5, 2023 City Council agenda for formal consideration.



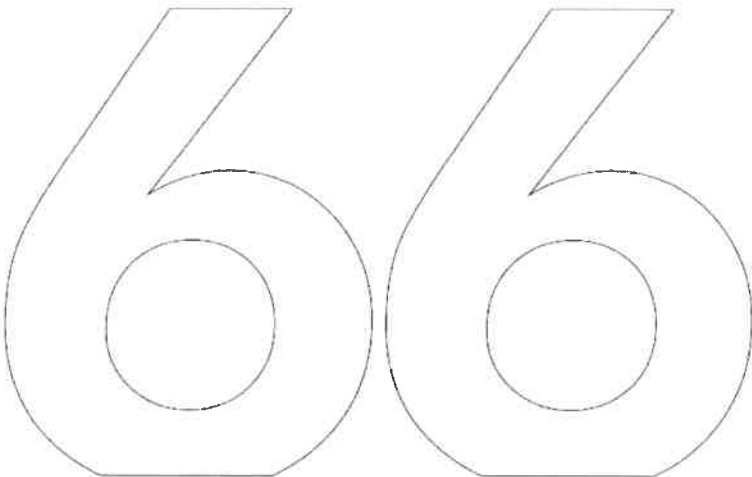
Route 66 Interactive Signs



concrete pad information



Route 66 Interactive Signs



6ft tall HWY shape

6ft tall '66' numbers



regina kokkinis

From: Dan Gombac
Sent: Thursday, March 9, 2023 10:31 AM
To: Paul Schoenbeck
Cc: Kris Throm; Jordan Yanke; Bryon Vana; Joe Marchese; josh@miskatonicbrewing.com; Lou Mallers; Mary Sullivan
Subject: RE: Route 66 Monument Sign-1000 North Frontage Rd

Thanks Paul, yes the sign may be adjusted to a mutual location. We will stay in touch as the additional information is provided to us.

Sincerely,

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

From: Paul Schoenbeck <repart@aol.com>
Sent: Thursday, March 9, 2023 10:11 AM
To: Dan Gombac <dgombac@darienil.gov>
Subject: Re: Route 66 Monument Sign

Dan: This looks good, look forward to being a part of this celebration....if the sign may be located in the middle of the property as we discussed.....Thank you,

Paul Schoenbeck

RE-PART, LLC
P.O. Box 794
Westmont, IL 60559

Phone: (630)434-7000
email: repart@aol.com

In a message dated 3/8/2023 3:02:15 PM Central Standard Time, dgombac@darienil.gov writes:

Good afternoon Paul,

As a follow up to our telephone conversation regarding the Route 66 sign, I have attached additional info regarding the program. We appreciate the opportunity to place the sign fronting Miskatonic. The structure may need a concrete base for stability. The City would tentatively install between May and July, maintain and remove the sign by Sept 2026.

Daniel Gombac

Director of Municipal Services

630-353-8106 Mobile 630-514-2519

Good evening,

Mayor, great to speak to you and delighted that you are going to be one of the recipients of the Route 66 monument for the City of Darien.

Dan, as our point of contact, please see the attached rendering with size dimensions for the sign. As mentioned, the convention bureaus along Route 66 advocated and were eligible to secure money that the General Assembly approved--\$4M in honor of the 100th anniversary of Route 66 in the year 2026, the same year as the Presidents Cup at Medinah Country Club. This opportunity will be significant as DuPage County, Illinois stands to welcome millions of visitors, both domestic and international.

Bob Navarro, President and CEO of Heritage Corridor Destination (the state-certified CVB that represents Starved Rock, Joliet and much of Route 66) was the brainchild behind these monuments and will be your contact on this project. I'd like to thank him for his tireless efforts in applying for this grant that afforded this opportunity for several of our municipal partners, including Darien.

I assume the following:

- the monuments will be fabricated upon warmer weather, allowing ample time to determine the base materials and installation.
- Darien wishes to have "Darien, Illinois" as script at the bottom.
- The address for delivery will be:

1702 Plainfield Road, Darien

Dan, Bob will follow up with you with a memorandum of understanding, a timeline and any additional items.

Thank you all!



Beth Marchetti

Executive Director

DuPage Convention & Visitors Bureau

E Beth@DiscoverDuPage.com

P 630.575.8070 Ext. 219

DiscoverDuPage.com

[Click here to view Visitors Guide!](#)

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING FOR A MEMORANDUM OF UNDERSTANDING AGREEMENT OF THE ROUTE 66 COMMUNITY MONUMENT SIGN FOR THE LOCATION AT 1000 N. FRONTAGE ROAD WITH A ONETIME FINANCIAL PARTNERSHIP INVESTMENT OF \$300 PAYABLE TO HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU

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 for a Memorandum of Understanding Agreement of the Route 66 Community Monument Sign for the location at 1000 N. Frontage Road with a onetime financial partnership investment of \$300 payable to Heritage Corridor Convention and Visitors Bureau, 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 5th day of June, 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ROUTE 66 GRANT FY23**ROUTE 66 COMMUNITY MONUMENTS
AGREEMENT BETWEEN HERITAGE CORRIDOR CONVENTION AND VISITORS BUREAU
AND CITY OF DARIEN**

The Memorandum of Understanding and Agreement (hereinafter "Agreement") is made this 5th day of June, 2023, by and between Heritage Corridor Convention and Visitors Bureau (CVB) (hereinafter "CVB") whose address is 2701 Black Road, Suite 201; Joliet, Illinois; and CITY OF DARIEN (an Illinois municipality) (hereinafter "CITY"), whose address is 1702 Plainfield Road; Darien, IL 60561

RECITALS

WHEREAS, the CITY is a home rule municipality pursuant to the Illinois Constitution and the Illinois Municipal Code and located within the geographic boundaries of the HERITAGE CORRIDOR CVB; and

WHEREAS, CVB is an Illinois not-for-profit organization that partners with communities to promote the historic I&M Canal National Heritage Area; and

WHEREAS, the State of Illinois has made grant funds available to CVB for the purpose of promoting tourism and celebrating the 100th Anniversary of Route 66, which includes the fabrication and delivery of Route 66 Community Monuments along The First Hundred Miles of Route 66; and

WHEREAS, CVB is authorized to utilize state grant funds from the Department of Commerce and Economic Opportunity (DCEO) for the purpose of fabrication and delivery of these MONUMENTS; no federal funds will be used; and

WHEREAS, CITY agrees to an one-time financial partnership investment with CVB for \$300. Funds shall be paid prior to delivery of MONUMENT.

WHEREAS CVB will furnish a certain MONUMENT, described herein, to the CITY pursuant to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration; the receipt and sufficiency of which is hereby acknowledge, the Parties agree as follows:

1. CVB agrees to furnish one "Route 66 Community Monument" (hereinafter "MONUMENT") described as follows: Route 66 Shield Interactive Monument; 72" tall by 14'8" wide.
2. CVB will deliver MONUMENT to Darien Public Works Facility at 1041 S. Frontage Rd; Darien, IL 60561 on or before August 31, 2023. CITY will provide a sign which includes the following "Projected funded by Illinois DCEO's Route 66 Grant" with Enjoy Illinois, CVB, and CITY logos.
3. The CITY shall not be financially responsible for the manufacture or delivery of the MONUMENT.

4. The CITY agrees to provide: a minimum of 4' poured concrete pad (or existing concrete surface) foundation for structure, built to the manufacturers' specifications at a minimum 1' all around; public space/property for MONUMENT to be erected.
5. Once delivered by manufacturer, the MONUMENT shall be the sole property and responsibility of the accepting party. CVB shall have no responsibility of any kind for the MONUMENT after delivery. CITY will maintain the MONUMENT through Route 66 Centennial in 2026.
6. CVB shall not be liable for any injury or death occurring in or about the area where the MONUMENT is placed, or for injury or death that is caused because of the condition of the MONUMENT itself, or because for the foundation of which the MONUMENT was placed.
7. MONUMENT shall be delivered as-is and the CVB makes no warranties of any kind either express, implied, or statutory related to the MONUMENT.
8. CVB shall not be liable for repair, replacement, or maintenance of the MONUMENT after delivery of the MONUMENT to the CITY.
9. Once the MONUMENT is installed the CITY along with the CVB will plan a "public announcement event".
10. CITY shall indemnify CVB against and hold it harmless from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the sue and placement of MONUMENT.
11. The approximate cost for the procurement of the MONUMENT is a Route 66 grant eligible expense of less than \$12,000 for fabrication and delivery, the entire cost of which is paid with the Route 66 grant provided by the CVB.

All contracts must be signed/executed by June 30, 2023 with payments completed by July 31, 2023.

IN WITNESS WHEREOF THE PARTIES HAVE SIGNED THEIR ACCEPTANCE OF THESE TERMS BY SIGNING AS FOLLOWS:

_____ DATE _____
 HERITAGE CORRIDOR CVB
 BY ITS AUTHORIZED AGENT
 Robert Navarro, President & CEO

_____ DATE _____
 CITY OF DARIEN
 BY ITS AUTHORIZED AGENT
 Joseph Marchese, Mayor

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

A [resolution](#) accepting a proposal from The Hidden Gardens in an amount not to exceed \$10,100 for replacement plants at City’s entrance way signs

AND

A [resolution](#) accepting a proposal from Fox Landscape Supply in an amount not to exceed \$5,500 for out cropping stone for the City’s entrance way signs

AND

A [resolution](#) accepting a proposal from JC Landscaping and Tree Services in an amount not to exceed \$11,400 for the planting and placement of the outcropping stone.

AND

A **motion** for a contingency in the amount of \$4,000 for compost, topsoil, additional plantings and labor costs as they would relate to the enhancements for the Project.

BACKGROUND

The F23/24 Budget funding included for the enhancement of the landscaping and hardscaping of the 8 gateway signs for the City. Many of the plants throughout the years have perished and staff recently met with a landscape designer to improve the aesthetics of the entrance ways.

[Attachment A](#) is a project cost summary for various plantings, hardscaping, consisting of out cropping rock and for the labor to install the specified items

The proposed expenditure includes funding for the gateway signs as well as the 75th Street planting beds. A separate agenda will be forthcoming regarding the 75th Street medians. The funds would be expended form the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4350	75 th Street Median Paintings Gateway Signs	\$135,000.00	\$ 9,872.65	\$ 125,127.35
	Out cropping	\$125,127.35	\$ 5,310.00	\$ 119,817.35
	Installation	\$119,817.35	\$11,400.00	\$ 108,417.35
	Contingency	\$108,417.35	\$ 4,000.00	\$ 104,417.35
TOTALS		\$135,000.00	\$30,582.65	\$ 104,417.35

STAFF RECOMMENDATION

A resolution accepting a proposal from The Hidden Gardens in an amount not to exceed \$10,100 for replacement plants at city's entrance way signs

AND

A resolution accepting a proposal from Landscape and Supply in an amount not to exceed \$5,500 for out cropping stone for the city's entrance way signs

AND

A resolution accepting a proposal from JC Landscaping and Tree Services in an amount not to exceed \$11,400 for the planting and placement of the outcropping stone.

AND

A motion for a contingency in the amount of \$4,000 for compost, topsoil, additional plantings and labor costs as they would relate to the enhancements for the Project.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on June 5, 2023. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

Plant Type/Name	Sign #1 (Hinsdale South)- Quantity	Sign #2 (Plainfield Rd/Rt. 83) - Quantity	Sign #3 (Cass Ave. Cemetery) - Quantity	Sign #4 (75th St. Home Run Inn) - Quantity	Sign #5 (83rd St. - Ides Farm) - Quantity	Sign #6 (87th St. Modern House) - Quantity	Sign #7 (Lemont Rd. - Cheese Rd.) - Quantity	Sign #8 (Cass Ave./N. Frontage Rd.) - Quantity	Totals	Hidden Gardens Unit Price per Plant	Hidden Gardens Price per Planting	Hinsdale Nurseries - Unit Price per Plant	Hinsdale Nurseries - Price per Planting	The Growing Place - Unit Price per Plant	The Growing Place - Price per Planting
Maiden Grass - Morning Light	10								10	\$ 8.25	\$ 82.50	\$ 7.75	\$ 77.50	\$ 19.99	\$ 199.90
Russian Sage	10				6		18	10	44	\$ 10.50	\$ 462.00	\$ 6.60	\$ 290.40	\$ 14.99	\$ 659.56
Hydrangea - Bobo	10	7			10				27	\$ 37.00	\$ 999.00	\$ 35.50	\$ 958.50	\$ 49.99	\$ 1,349.73
Boxwood	6	8	8	9	3	6	6	6	52	\$ 40.00	\$ 2,080.00	\$ 53.00	\$ 2,756.00	\$ 49.99	\$ 2,599.48
Geranium - Johnson's Blue	7	5	7						19	\$ 11.20	\$ 212.80	\$ 9.75	\$ 185.25	\$ 12.99	\$ 246.81
Fountain Grass - Hameln		7	12					12	31	\$ 8.25	\$ 255.75	\$ -	\$ -	\$ 19.99	\$ 619.69
Catmint - Cat's Pajamas		10		12					22	\$ 9.80	\$ 215.60	\$ 8.15	\$ 179.30	\$ 14.99	\$ 329.78
Switchgrass - Northwind		3							3	\$ 8.25	\$ 24.75	\$ 10.30	\$ 30.90	\$ 19.99	\$ 59.97
Rose Drift or Drift Rose		5	7	7		9			28	\$ 22.40	\$ 627.20	\$ 22.00	\$ 616.00	\$ 49.99	\$ 1,399.72
Conflower - Sombbrero Salsa			7	7				16	30	\$ 14.00	\$ 420.00	\$ 11.50	\$ 345.00	\$ 12.99	\$ 389.70
Juniper - Taylor			3	3			3	3	12	\$ 145.00	\$ 1,740.00	\$ 159.00	\$ 1,908.00	\$ 246.00	\$ 2,952.00
Hydrangea - Invincible Spirit			5						5	\$ 37.00	\$ 185.00	\$ 35.50	\$ 177.50	\$ 49.99	\$ 249.95
Hydrangea - Strawberry Sundae				4					4	\$ 37.00	\$ 148.00	\$ 27.50	\$ 110.00	\$ 49.99	\$ 199.96
Allium - Summer Beauty					18	24			42	\$ 11.20	\$ 470.40	\$ 6.95	\$ 291.90	\$ 14.99	\$ 629.58
Knockout Rose						5	9	9	23	\$ 20.30	\$ 466.90	\$ 23.00	\$ 529.00	\$ 49.99	\$ 1,149.77
Hydrangea - Vanilla Strawberry						7	15	11	33	\$ 37.00	\$ 1,221.00	\$ 33.00	\$ 1,089.00	\$ 49.99	\$ 1,649.67
Penstemon - Huskers Red							14	7	21	\$ 10.50	\$ 220.50	\$ 21.00	\$ 441.00	\$ 14.99	\$ 314.79
Miscanthus - Morning Light							5		5	\$ 8.25	\$ 41.25	\$ 5.00	\$ 25.00	\$ 19.99	\$ 99.95
TOTAL COSTS									411		\$ 9,872.65		\$ 10,010.25		\$ 15,100.01
TOTAL COSTS WITH ADJUSTED AVAILIBLY											\$ 9,616.90		\$ 10,010.25		\$ 14,480.32
											\$ 404.25				
											Fox Landscape Supply-per ton				
Outcropping Stones		11	8	6		15			13	\$ 295.00	\$ 3,835.00	\$ 295.00	\$ 3,835.00	\$ 295.00	\$ 3,835.00
Outcropping Stones - 2- 3' width				3					5	\$ 295.00	\$ 1,475.00	\$ 295.00	\$ 1,475.00	\$ 295.00	\$ 1,475.00
TOTAL COST											\$ 5,310.00		\$ 5,310.00		\$ 5,310.00
PLANTING COSTS	UNIT	UNIT COST	NO OF UNITS	COST											
JC LANDSCAPING	HOURLY	\$ 100.00	114	\$ 11,400.00							\$ 11,400.00		\$ 11,400.00		\$ 11,400.00
LAKEWOOD PAVING	HOURLY	\$ 338.00	114	\$ 38,532.00							\$ 38,532.00		\$ 38,532.00		\$ 38,532.00
TOTAL PROGRAM COST											\$ 26,582.65		\$ 26,720.25		\$ 31,810.01

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A PROPOSAL FROM THE HIDDEN GARDENS IN AN AMOUNT NOT TO EXCEED \$10,100 FOR REPLACEMENT PLANTS AT CITY’S ENTRANCE WAY SIGNS

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from The Hidden Gardens in an amount not to exceed \$10,100 for replacement plants at City’s entrance way signs, 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 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



16W658 S Frontage Road
 Willowbrook, IL 60527-7013
 630.655.8283
 www.thehiddengardens.net

Quotation Page 1

Customer Copy

Date: 5/15/2023
 Type:
 Order No: 142867

Client Phone: 630-852-5000

Client: CITY OF DARIEN
 1702 PLAINFIELD ROAD
 DARIEN IL 60561

Deliver To / Job Site:

Special Instructions:

Date Placed	Job/PO Number	Payment Terms	Tax Authority	Ship Week	Deliver Via
05/15/2023		Net 30 Days	Exempt	05/15/2023	Our Truck

Qty	UoM	Product	Unit Price	Extended Amt	Tx	ND	WR
44	Ea	#1 POT PERENNIAL RUSSIAN SAGE	\$10.50	\$462.00			
27	Ea	#3 POT HYDRANGEA BOBO	\$37.00	\$999.00			
52	Ea	#3 POT BUXUS GREEN VELVET	\$40.00	\$2080.00			
19	Ea	#1 POT PERENNIAL GERANIUM JOHNSONS BLUE	\$11.20	\$212.80			
22	Ea	#1 POT PERENNIAL NEPETA WALKERS LOW SUB FOR CATS PAJAMAS	\$9.80	\$215.60			
28	Ea	#2 POT ROSE DRIFT	\$22.40	\$627.20			
30	Ea	#1 POT PERENNIAL ECHINACEA SALSA RED	\$14.00	\$420.00			
12	Ea	6.00in JUNIPER FAIRVIEW	\$145.00	\$1740.00			
5	Ea	#3 POT HYDRANGEA INCREDIBALL SUB FOR INVINCIBLE SPIRIT	\$37.00	\$185.00			
4	Ea	#3 POT HYDRANGEA STRAWBERRY SUNDAE	\$37.00	\$148.00			
42	Ea	#1 POT PERENNIAL ALLIUM SUMMBER BEAUTY	\$11.20	\$470.40			
23	Ea	#2 POT ROSE KNOCKOUT	\$20.30	\$466.90			
33	Ea	#5 POT HYDRANGEA VANILLA STRAWBERRY	\$37.00	\$1221.00			
21	Ea	#1 POT PERENNIAL PENSTEMON HUSKERS RED	\$10.50	\$220.50			

ADD Grasses in the amount of 404.25
See Spreadsheet

Per Kathy 05/30/23 - 2:00 PM

Products Amt	\$9468.40
Sub-Total	\$9468.40
Sales Tax	\$0.00
Invoice Total	\$9468.40

404.25
\$ 9,872.65

Pricing above may not include delivery charge.

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A PROPOSAL FROM FOX LANDSCAPE SUPPLY IN AN AMOUNT NOT TO EXCEED \$5,500 FOR OUT CROPPING STONE FOR THE CITY'S ENTRANCE WAY SIGNS

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from Fox Landscape Supply in an amount not to exceed \$5,500 for out cropping stone for the City's entrance way signs, 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 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES

From: [Kris Throm](#)
To: [Dan Gombac](#)
Cc: [Paul Devine](#); [Regina Kokkinis](#); [Dennis Cable](#); [David Fell](#)
Subject: FW: Outcropping quote
Date: Tuesday, May 30, 2023 8:42:25 AM

Dan,

See one quote below on the outcropping stones. Still working on others Paul is in a class today, tomorrow and Thursday.

Thanks,

Kris Throm
City of Darien Municipal Services
Superintendent
(630) 514-3453

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DARIEN DIRECT CONNECT
Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Paul Devine <pdevine@darienil.gov>
Sent: Friday, May 26, 2023 11:52 AM
To: Kris Throm <kthrom@darienil.gov>
Subject: Fwd: Outcropping quote

Sent from my iPhone

Begin forwarded message:

From: Matt Hively <info@foxlandscapesupply.com>
Date: May 26, 2023 at 11:43:45 AM CDT
To: Paul Devine <pdevine@darienil.gov>
Subject: Outcropping quote

Hi Paul!

13 tons of outcropping should give you around 40 pieces.

Outcropping is \$295 per ton.

13 tons would be \$3835.00

Please call Matt at (630) 675 4511 if you'd like to proceed.

Thank you!

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

RESOLUTION NO. _____

A RESOLUTION TO ACCEPT A PROPOSAL FROM JC LANDSCAPING AND TREE SERVICES IN AN AMOUNT NOT TO EXCEED \$11,400 FOR THE PLANTING AND PLACEMENT OF THE OUTCROPPING STONE

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from JC Landscaping and Tree Services in an amount not to exceed \$11,400 for the planting and placement of the outcropping stone, 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 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ESTIMATE



Estimate #	94
Date	May 29, 2023
Total	\$11,400.00 USD

JC Landscaping & Tree Service inc.

1210 Plainfield Rd
 Oswego IL 60543
 United States
 Phone: 630 464 0736
 mejjaj0424@gmail.com

Estimate To:

City of Darien

1041 S. Frontage Road
 Darien IL 60561

WELCOME TO DARIEN ENTRANCE SIGNS PLANTING ESTIMATE

#	Products	Quantity	Unit Price	Amount
1.	Installation of (451) plants and (3) outcropping stones-2-3' width for 8 Welcome to Darien locations labor only hourly rate. 3 MAN 38 HOURS EACH MAN	114	\$100.00	\$11,400.00

Sub Total	\$11,400.00 USD
Total	\$11,400.00 USD

From: [Kris Throm](#)
To: [Dan Gombac](#)
Subject: FW: Estimate #: 94 from JC Landscaping & Tree Service inc.
Date: Tuesday, May 30, 2023 8:29:02 AM
Attachments: [Estimate# 94.pdf](#)

Juan's planting estimate.

Thanks,

Kris Throm
City of Darien Municipal Services
Superintendent
(630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter:
DARIEN DIRECT CONNECT
Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Juan Mejia <mejiaj0424@gmail.com>
Sent: Monday, May 29, 2023 8:47 PM
To: Kris Throm <kthrom@darienil.gov>
Subject: Estimate #: 94 from JC Landscaping & Tree Service inc.

Dear City of Darien

Estimate #: 94
Estimate Total Amount: \$11,400.00

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

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

Approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2022 Ford F-450 Model, in an amount not to exceed \$26,793.

RESOLUTION

BACKGROUND/HISTORY

The City Council approved the purchase of Truck unit 112 on April 16, 2023, in the amount of \$131,273.26, see attached agenda labeled as [Attachment A](#).

The proposed request is for the upfitting of the vehicle which includes the truck bed, crane, snow and deicing equipment and emergency lighting. The City has partnered with Monroe Trucking for the upfitting and they are part of the National Joint Purchase Alliance Program NJPA, P under Contract No 080114-MTE.

The FY23/24 Budget does include funds for the purchase and would be charged from the following account and due to unforeseen manufacturing costs this item will be over budget.

Account Number	Account Description	FY 23/24 Budget	Expenditures to Date & Proposed to Date	Proposed Balance
01-30-4815	Street-Capital Purchases Utility Truck Unit 112 - Cab & Chassis	\$150,000.00	\$131,273.26	\$18,726.74
01-30-4815	Street-Capital Purchases Utility Truck Unit 112 – Upfitting	\$ 18,726.74	\$26,793.00	(\$8,066.26)
01-30-4815	Street-Capital Purchases Utility Truck Unit 112 - Striping	N/A	\$1,000.00	(\$9,066.26)
TOTAL		\$150,000.00	\$159,066.26	(\$9,066.26)

STAFF RECOMMENDATION

Approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2022 Ford F-450 Model, in an amount not to exceed \$26,793.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on June 5, 2023. Chairman Belczak will be presenting the Committee’s recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

2022 Ford F-450 Unit 112-Uplifting

June 5, 2023

Page 2

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

AGENDA MEMO
City Council
April 17, 2023

ISSUE STATEMENT

A resolution waiving the competitive bid process and awarding a quote for the purchase of one new 2022, Ford F-450 Cab and Chassis 4X4 from Kunes Auto Group in the amount of \$131,273.26.

RESOLUTION**BACKGROUND/HISTORY**

The FY22-23 Street Budget called out for the replacement of Unit 112, 2012 Ford F350, with approximately 69,152 miles and a 77.83 rating, see **Attachment A**. This vehicle has ongoing experiencing mechanical issues: rotting/rusting of brake lines, fuel lines, hydraulic lines and EGR cooler. The vehicle continues to be unreliable due to these issues. The truck is utilized by the street department for hauling smaller loads of excavation materials, top soil, wood chips, sod, asphalt and aggregate. The vehicle is also utilized for snow operations.

While Staff has been attempting to order the replacement vehicle for a year, production was suspended, no orders were being accepted and pricing was not available.

Staff had received a confirmation from Kunes Auto Group stating they have a Ford F-450 Cab and Chassis 4X4 in their inventory on April 5, 2023. The inventory was made available due to the cancellation of the order. The vehicle meets the specifications for the Department and Kunes Auto Group has agreed to do their best to hold the vehicle until Tuesday, April 17, 2023.

Please note, the vehicle will still require upfitting for a truck bed crane, snow and deicing operations and emergency lighting. *Staff is waiting on estimate for the upfitting based on the National Joint Purchase Alliance Program NJPA, P under Contract No 080114-MTE. This item will be presented in agenda format for an upcoming City Council meeting for consideration and Staff is anticipating that the truck with the upfitting will be over budget.

The FY23/24 Budget does include funds for the purchase and would be charged from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	EXPENDITURE	PROPOSED BALANCE
01-30-4815	Street-Capital Purchases Utility Truck Unit 112 - Cab & Chassis	\$150,000.00	\$131,273.26	\$18,726.74
01-30-4815	Street-Capital Purchases Utility Truck Unit 112 – Upfitting	\$18,726.74	*\$50,000.00	(\$31,273.26)
01-30-4815	Street-Capital Purchases Utility Truck Unit 112 - Striping	N/A	\$1,000.00	(\$32,273.26)
TOTAL		\$150,000.00	\$182,273.26	(\$32,273.26)

***The up-fitting cost has been estimated by Staff.**

COMMITTEE RECOMMENDATION

This item was not presented to the Municipal Services Committee due to timing.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the April 17, 2023 City Council agenda, under New Business for formal consideration.

2-7-22

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	112	DEPARTMENT		STREET		DATE	
MODEL YEAR	2012	MODEL		F350		11-19-22	
CURRENT MILEAGE	69,152	CURRENT HOURS					
				MAXIMUM POINTS		VEHICLE SCORE	
AGE							
	Department		STREET				
	Life Expectancy		10				
	Age as of Report Date		10				
	AGE: Meets Requirements			20		20	
USAGE							
	MILES		69,152				
	HOURS						
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY						
	USAGE: Meets Requirements			20		13.83	
TYPE OF SERVICE							
	1-LIGHT DUTY						
	10-CRITICAL DUTY						
	SERVICE: Meets Requirements			15		15	
RELIABILITY							
	RELIABILITY: Frequency or Visits for Service						
	RELIABILITY: Meets Requirements			15		9	
MAINTENANCE AND REPAIR COSTS							
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class						
	ORIGINAL PURCHASE PRICE		63,898.00				
	LIFE TO DATE REPAIR COST		8,780.85				
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE		13.74%				

UNIT NO	112	DEPARTMENT		STREET		DATE	
MODEL YEAR		MODEL					
CURRENT MILEAGE		CURRENT HOURS					
				MAXIMUM POINTS		VEHICLE SCORE	
PERCENTAGES OF REPAIR POINTS	POINTS						
1 THROUGH 20	2						
21 THROUGH 40	4						
41 THROUGH 60	6						
61 THROUGH 80	8						
81 THROUGH 100	10						
	REPAIRS: Meets Requirements			10		3	
CONDITION:							
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)						
	CONDITION: Meets Requirements			15		12	
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS			5		5	
TOTAL POINTS				100		77.83	

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
112: 2013 FORD F350 1FDRF3HT3CEC99458										
	0000030302	5043	01/03							
	06-34: LIGHTING SYS			09/16/13	01/01	002		\$87.00	\$7.50	0.50
	0000030313	5619	01/03							
	02-17: TIRES,TUBES,ETC			10/10/13	01/01	002		\$25.00	\$3.75	0.25
	0000030348	5134	01/01							
	01-PME: PREV. MAINT.			10/31/13	08/03			\$0.00	\$30.00	0.00
	0000030475	10417	01/01							
	01-PMA: PREV. MAINT.			04/22/14	08/01	002		\$57.05	\$22.50	1.50
	0000030499	10103	01/01							
	01-PME: PREV. MAINT.			04/30/14	08/03			\$0.00	\$30.00	0.00
	0000030590	13101	01/03							
	03-10: WIPERS/WASHERS			07/25/14	01/01	002		\$7.48	\$7.50	0.50
	0000030675	14757	01/01							
	01-PMA: PREV. MAINT.			09/29/14	08/01	002		\$57.05	\$22.50	1.50
	07-41: AIR INTAKE SYS			09/29/14	08/01	002		\$34.00	\$3.75	0.25
	0000030864	18656	01/01							
	01-PME: PREV. MAINT.			04/29/15	08/03			\$0.00	\$30.00	0.00
	0000030974	22917	01/01							
	01-PMA: PREV. MAINT.			08/18/15	08/01	002		\$68.64	\$22.50	1.50
	0000031011	24114	01/01							
	01-PME: PREV. MAINT.			10/16/15	08/03			\$0.00	\$30.00	0.00
	0000031093	27843	01/01							
	01-PME: PREV. MAINT.			04/29/16	08/03			\$0.00	\$30.00	0.00
	0000031134	30689	01/03							
	04-13: BRAKES			07/26/16	01/01	002		\$232.17	\$60.00	4.00
	01-PMA: PREV. MAINT.			07/26/16	01/01	002		\$65.89	\$15.00	1.00

Repair Transaction Cost Detail 03

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Per(\$)	Labor Cost	Hours
112: 2013 FORD F350 1FDRF3HT3CEC99458										
	0000031186	32100	70/01							
	01-PME: PREV. MAINT.			10/28/16	08/03			\$0.00	\$30.00	0.00
	0000031296	37641	01/01							
	01-PMA: PREV. MAINT.			04/06/17	08/03			\$99.99	\$0.00	0.00
	0000031315	37308	01/01							
	01-PME: PREV. MAINT.			04/30/17	08/03			\$30.00	\$0.00	0.00
	0000031316	37308	01/01							
	01-PME: PREV. MAINT.			04/30/17	08/03			\$30.00	\$0.00	0.00
	0000031384	39036	01/03							
	04-12: AXEL REAR			06/01/17	01/01	002		\$127.16	\$15.00	1.00
	0000031436	40256	01/03							
	06-35: BATTERY			07/21/17	01/01	002		\$297.32	\$15.00	1.00
	0000031463	41233	01/01							
	02-17: TIRES,TUBES,ETC			08/21/17	08/01	002		\$132.14	\$3.75	0.25
	0000031520	41636	01/01							
	01-PME: PREV. MAINT.			10/04/17	08/03			\$0.00	\$30.00	0.00
	0000031556	43152	01/01							
	01-PMA: PREV. MAINT.			11/29/17	08/01	002		\$64.70	\$30.00	2.00
	02-17: TIRES,TUBES,ETC			11/29/17	08/01	002		\$132.14	\$15.00	1.00
	0000031586	44104	01/03							
	09-63: HOSES & FITTING			01/10/18	01/01	002		\$22.81	\$15.00	1.00
	0000031659	45547	01/01							
	01-PME: PREV. MAINT.			04/04/18	08/03			\$0.00	\$30.00	0.00
	0000031789	48957	01/01							
	01-PMB: PREV. MAINT.			10/16/18	08/01	002		\$1,066.05	\$90.00	6.00
	07-43: EXHAUST SYS			10/16/18	08/01	002		\$268.45	\$60.00	4.00

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
112: 2013 FORD F350 1FDRF3HT3CEC99458										
	0000031819	48793	01/01							
	01-PME: PREV. MAINT.			10/01/18	08/03			\$0.00	\$30.00	0.00
	0000031865	50576	01/01							
	03-06: DOORS			01/24/19	01/01	TOM		\$393.45	\$123.90	3.00
	0000031904	52171	01/01							
	04-18: HUB/BEARNG/SEAL			03/25/19	01/01	TOM		\$768.00	\$206.50	5.00
	03-08: MIRRORS			03/25/19	01/01	TOM		\$516.27	\$82.60	2.00
	0000031909	52373	01/01							
	06-34: LIGHTING SYS			03/28/19	01/01	TOM		\$0.00	\$41.30	1.00
	0000031975	54144	01/01							
	03-01: A/C			07/16/19	01/01	TOM		\$528.78	\$660.80	16.00
	07-41: AIR INTAKE SYS			07/16/19	01/01	TOM		\$18.49	\$10.33	0.25
	07-42: COOLING SYS			07/16/19	01/01	TOM		\$91.22	\$20.65	0.50
	0000032019	54509	01/01							
	06-34: LIGHTING SYS			10/02/19	01/01	TOM		\$41.03	\$61.95	1.50
	0000032031	48957	01/01							
	01-PME: PREV. MAINT.			10/01/19	08/03			\$0.00	\$40.50	0.00
	0000032080	55908	01/01							
	01-PMA: PREV. MAINT.			12/23/19	08/01	TOM		\$55.40	\$82.60	2.00
	0000032084	56031	01/01							
	09-63: HOSES & FITTING			01/02/20	01/01	TOM		\$136.71	\$82.60	2.00
	0000032222	59700	01/01							
	01-PMA: PREV. MAINT.			07/17/20	08/01	TOM		\$65.90	\$61.95	1.50
	0000032227	59784	01/01							
	02-17: TIRES,TUBES,ETC			07/22/20	01/01	TOM		\$268.34	\$41.30	1.00
	0000032231	59787	01/01							
	04-11: AXEL FRONT			07/24/20	01/03			\$0.00	\$169.95	0.00

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours	
112: 2013 FORD F350 1FDRF3HT3CEC99458											
	0000032321	62024	01/01								
	01-PMF: PREV. MAINT.			12/01/20	08/03			\$0.00	\$40.50	0.00	
	0000032377	64699	01/01								
	06-39: HORN & SIREN			02/23/21	01/01	TOM		\$123.92	\$61.95	1.50	
	0000032414	65958	01/01								
	07-42: COOLING SYS			04/22/21	01/01	TOM		\$511.27	\$505.93	12.25	
	0000032525	67647	01/01								
	04-15: STEERING			08/09/21	01/01	TOM		\$122.48	\$82.60	2.00	
	01-PMB: PREV. MAINT.			08/09/21	08/01	TOM		\$132.64	\$82.60	2.00	
	04-13: BRAKES			08/09/21	08/01	TOM		\$175.84	\$123.90	3.00	
	05-21: AXEL FRONT			08/09/21	01/03			\$0.00	\$169.95	0.00	
	0000032553	68398	01/01								
	06-32: CRANKING SYS			09/21/21	01/01	TOM		\$211.23	\$206.50	5.00	
	06-35: BATTERY			09/21/21	01/01	TOM		\$190.00	\$20.65	0.50	
	0000032597	68682	01/01								
	01-PME: PREV. MAINT.			10/31/21	08/03			\$40.50	\$0.00	0.00	
	0000032647	69152	01/01								
	04-12: AXEL REAR			02/07/22	01/03			\$3,318.15	\$0.00	0.00	
						Equipment -	112	Total	\$10,614.66	\$3,660.26	89.25
								Grand Total	\$10,614.66	\$3,660.26	89.25

\$8,780.85

RESOLUTION NO. R-39-23

A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND AWARDING A QUOTE FOR THE PURCHASE OF ONE NEW 2022, FORD F-450 CAB AND CHASSIS 4X4 FROM KUNES AUTO GROUP IN THE AMOUNT OF \$131,273.26

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

SECTION 1: The City Council of the City of Darien hereby waives the competitive bid process and awards a quote for the purchase of one new 2022, Ford F-450 Cab and Chassis 4X4 from Kunes Auto Group in the amount of \$131,273.26, a copy of which is attached hereto as "**Exhibit A**".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of April 2023.

AYES: 5 - Belczak, Chlystek, Gustafson, Kenny, Sullivan

NAYS: 0 - NONE

ABSENT: 2 - Schauer, Vaughan


APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 17th day of April 2023.



JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY





BILL OF SALE

Salesperson: Tony Walus

Purchaser:	City of Darien	Phone:	(630) 852-5000
Co-Purchaser:		Phone:	
Street Address:	1702 Plainfield Rd		
City:	Darien	State:	IL
Zip Code:	60561	County:	DuPage
Email Address:			

New Used Stock #: 04T1044 Date of Order: 04/05/2023

Finance Cash Lease Anticipated Delivery Date: 04/05/2023

	Year	Make	Model	Color	Miles	Vin Number
Purchased	2022	Ford	Super Duty F-450 DRW	Oxford White	102	1FDTF4HT7NDA24700
Trade In						
2nd Trade						

Other Conditions of Sale:

THE ORDERED VEHICLE MUST BE LOCATED
 Mileage on Delivery will not exceed: _____
 Desired trim, options, and color configuration agreed upon and attached to this buyers order.
Order Non-Cancelable and Deposit Non-Refundable if dealer locates vehicle and customer fails to take delivery of vehicle.

The appraisal of the trade in(s) is based on an odometer reading of up to _____ miles, and the trade in may be reappraised if it exceeds this limit.

No oral representations are binding unless written on this form. This document supersedes any prior agreements and representations, regarding the transaction.
USED VEHICLE ONLY: "The information you see on the window form for this vehicle is part of this contract. Information on window form overrides any contrary provisions in the contract of sale."
NO PUBLIC LIABILITY, PROPERTY DAMAGE, OR PHYSICAL DAMAGE INSURANCE ISSUED.

MSRP/Retail Price:	\$	\$144,668.00
Discount:	(\$	\$14,668.00)
Trade Allowance:	(\$	\$0.00)
Rebates:	(\$)
Cash Difference:	\$	\$130,000.00
Dealer Added Options:		
Nitro/Wheel Locks	\$	\$399.00
Transfer Fee	\$	\$300.00
	\$	
	\$	
	\$	
Subtotal w/ Added Options:	\$	\$130,699.00
Dealer Service Fee:	\$	\$347.26
State E-File Fee:	\$	\$35.00
Sales Tax (%Tax Rate):	\$	\$0.00
Title/License Fees:	\$	\$192.00
Payoff:	\$	\$0.00
Total:	\$	\$131,273.26
Deposit on Order:	(\$)
Additional Cash Down Due:	(\$	\$0.00)
Amount Financed/Due:	\$	\$131,273.26

Purchaser Signature:		Date Signed:	04/05/2023	Time Signed:	02:23 PM	AM
Co-Purchaser Signature:		Date Signed:	04/05/2023	Time Signed:	02:23 PM	AM
Dealer Signature:		Date Signed:	04/05/2023	Time Signed:	02:23 PM	AM



REMIT TO LOCKBOX:
MONROE TRUCK EQUIPMENT, INC.
 2726 SOLUTION CENTER
 CHICAGO, IL 60677-2007
 WWW.MONROETRUCK.COM

INVOICE
1551247
 1/30/2023
 Page 1 of 3

Customer Information

Customer: KUNES COUNTRY FORD *** 4536900
 104 RT 173
 ANTIOCH IL 60002

NJPA Member #:

Contact: JON KUNES
 Phone: 847-395-3900
 Fax: 847-838-9206

Job Information

Customer PO: SIGNED ORDER
 Terms: DELAYED BL
 Quoted By: Ron Schmid
 Sales Rep: Marty Nelson
 Quote ID: 9RON006028
 Store Location: **MONROE TRUCK EQUIPMENT**
 1051 W 7TH STREET, MONROE, WI 53566
 Phone: 800-356-8134

Notes:

Vehicle Information

Year: 2022	Make: FORD	Model: F-450
Vin #: 1FDTF4HT7NDA24700	Factory Order #: 669822	Serial #: Body SZ-22-11-310 Hoist CH-147275-H Plow 410492028 Spreader 22-11-5032

Description

MONROE SNOW FIGHTER PACKAGE

- MTE-ZEE 9', STAINLESS STEEL, 3-4 YD CAPACITY, FOLDING SIDE, DUMP BODY
- 7 GA. FLOOR, 12 GA. SIDES & 10 GA. ENDS , 16" H SIDES, 22" H TAILGATE
- 45,000 PSI YIELD STRENGTH STAINLESS STEEL CONSTRUCTION
- HEAVY DUTY FRONT BULKHEAD WITH INTEGRAL 12" TAPERED CABSHIELD & TAPERED LASER CUT WINDOW (GM MEDIUM-DUTY BODY TO HAVE FULL-WIDTH SQUARE CABSHIELD IN LIEU OF TAPERED)
- INTERNAL DIRT SHEDDING TOP RAILS & TAILGATE
- WESTERN-STYLE UNDERSTRUCTURE WITH 10 GAUGE LONG-MEMBERS
- SINGLE-LEVER RELEASE, QUICK DROP TAILGATE
- (2) UNDERBODY TIE LOOPS
- FMVSS108, L.E.D. LIGHTS AND REFLECTORS WITH WEATHER-RESISTANT WIRING HARNESS
- 2-1/2" HEAVY DUTY RECEIVER HITCH IN 1/2" PLATE WITH CHAIN LOOPS AND ICC BUMPER
- CRYSTEEL SOLID BLACK PLASTIC SIDE BOARDS WITH MID MOUNT BOARD SUPPORT
- STAINLESS STEEL SPRING LOADED SHOVEL HOLDER MOUNTED ON DRIVER SIDE MID BODY BOARD SUPPORT
- ELECTRIC BACKUP ALARM 97DB
- UNDERCOATED

SUBFRAME SCISSOR HOIST

- FULL LENGTH HEAVY DUTY SUBFRAME
- BODY PROP TO SUPPORT EMPTY BODY
- BODY-UP LIGHT

MONROE HYDRAULICS PKG WITH FORCE AMERICA SSC3100 SPREADER CONTROL (STAINLESS STEEL)

- 12.5 GP MANIFOLD VALVE ASSEMBLY
- OPEN CENTER, 2500 P.S.I. PRE-SET SYSTEM RELIEF, 20 GPM CAPABLE
- PRIORITY FLOW FOR PLOW
- DOUBLE ACTING ELECTRIC PROPORTIONAL CONTROL HOIST SECTION WITH A 500 P.S.I. DOWN PORT RELIEF
- BOSS DOUBLE ACTING ELECTRIC CONTROL PLOW LIFT WITH FLOAT & SMART HITCH
- BOSS DOUBLE ACTING ELECTRIC PROPORTIONAL CONTROL PLOW ANGLE
- ELECTRIC PROPORTIONAL AUGER FUNCTION, 14 GPM
- ELECTRIC PROPORTIONAL SPINNER FUNCTION, 5 GPM

HYDRAULIC RESERVOIR/ENCLOSURE

- 13 GALLON CAPACITY
- FILLER/BREATHING CAP, LEVEL/TEMP SIGHT GLASS, 3/4" MAGNETIC PLUG



Description

- IN-TANK FILTER, 10 MICRON, 60 P.S.I. CONDITION INDICATOR
- IN-TANK BAFFLE
- VALVE WILL BE INSTALLED IN A WEATHER-TIGHT COMPARTMENT ON RESERVOIR
- HYDRAULIC RESERVOIR/ENCLOSURE WILL BE MOUNTED ON FRAME RAIL
- STAINLESS STEEL

CONTROLS

- DASH MOUNTED MOMENTARY ROCKER SWITCH FOR HOIST CONTROL

FORCE SSC3100 SPREADER CONTROL

- PROPORTIONAL CONTROLS FOR GRANULAR AND LIQUID APPLICATIONS
- MINIMUM AND MAXIMUM SETTINGS ADJUSTABLE THROUGH THE CALIBRATION MODE
- PRECONFIGURED TO SPREAD ON INITIAL POWER-UP
- OPTIONAL GROUND SPEED INTERRUPT
- INTUITIVE CONTROL KNOBS
- COLOR LEDS AROUND THE DIALS ILLUMINATE THE NUMBERS AS RATES ARE INCREASED
- FULLY ADJUSTABLE MOUNTING OPTIONS
- SIMPLE MANUAL SPREADING

MISCELLANEOUS HOSES & FITTINGS

- HYDRAULIC HOSES & FITTINGS; RUN TO REAR FOR SPREADER
- HYDRAULIC HOSES & FITTINGS; PTO MOUNTED KIT
- MANIFOLD PLATE, RUBRAIL MOUNTED (BOTH SIDES); INSTL
- DUST COVERS FOR ALL QUICK COUPLERS
- INSTALLED

MUNCIE PTO WITH DIRECT MOUNT PUMP

MONROE 6" ONE-WAY FLIGHT UNDER-TAILGATE SPREADER

STANDARD EQUIPMENT:

- 7 GA. TROUGH
- 1/4" END PLATES
- FULL OPENING TOP AND BOTTOM CLEAN-OUT DOORS
- 6" AUGER DIAMETER
- DUAL DISCHARGE
- STAINLESS STEEL QUICK DETACH MOUNTING BRACKETS
- STAINLESS STEEL TAILGATE SHIELDS
- BARE STAINLESS FINISH (NOT PAINTED)
- 18" POLY SPINNER DISC
- SELF LEVELING SPINNER ASSEMBLY WITHOUT STABILIZER RODS
- INSTALLED

US TARP: RATCHETING HAND-CRANK TARP WITH REAR PULL BAR

INSTALL FACTORY BACKUP CAMERA - GREATER THAN 10,000 GVW (MUST COME FROM FACTORY LOOSE - DOES NOT COVER CAMERA THAT WAS REMOVED BY CUSTOMER & SENT LOOSE)

POLY FENDERS

LIGHTING AND ELECTRICAL

- 7-WAY CONNECTOR, ROUND SOCKET, FLAT PIN, RV STYLE
- MONROE/WHELEN RESPONDER SERIES L.E.D. MINI LIGHT BAR; AMBER; MTR1LPPA
- SELF-LEVELING BRACKET FOR MINI LIGHT BAR
- (2) VTX609A STROBES ON REAR CORNER POST ABOVE STOP/TAIL/TURN LIGHTS
- ALL BODY LIGHTS TO BE L.E.D.
- L.E.D. CLEAR SPREADER LIGHT MOUNTED ON SPREADER WITH WEATHER PACK CONNECTOR

8' BOSS EXT STEEL EXPANDABLE BLADE SNOWPLOW

- SMARTSHIELD
- TOUCH-BUTTON EXPANDABLE WING FROM 8'-10'



Description

- RT3 STANDARD UNDERCARRIAGE
- SL3 L.E.D. LIGHTING WITH ICE SHIELD TECHNOLOGY
- ENCLOSED HYDRAULICS
- CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM
- FULL MOLDBOARD TRIP DESIGN
- ADJUSTABLE TRIP SPRINGS
- INSTALLED
- TWO-YEAR LIMITED WARRANTY

RUBBER SNOW DEFLECTOR

Finance charge of 1.5% (annual rate 18%) to the first \$1,000 and 1% per month (annual rate 12%) will apply to the balance after 30 days from purchase date.
Out-of-state municipal entities may be subject to Wisconsin sales tax.



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-39-23 — “A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND AWARDING A QUOTE FOR THE PURCHASE OF ONE NEW 2022, FORD F-450 CAB AND CHASSIS 4X4 FROM KUNES AUTO GROUP IN THE AMOUNT OF \$131,273.26”** of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on April 17, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 17th day of April, 2023.



JoAnne E. Ragona

City Clerk



April 27, 2023

Kunes Auto Group
Attn: Tony Walus
104 Route 173
Antioch IL 60002

RE: 2022 Ford F-450 Super Duty

Dear Mr. Walus,

Enclosed please find a certified copy of **Resolution No. R-39-23 – “A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND AWARDING A QUOTE FOR THE PURCHASE OF ONE NEW 2022, FORD F-450 CAB AND CHASSIS 4X4 FROM KUNES AUTO GROUP IN THE AMOUNT OF \$131,273.26,”** passed by the City Council at its regular meeting on April 17, 2023.

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

Sincerely,
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Goimbac", is written over the typed name.

Daniel Goimbac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kristofer Throm, Superintendent of Municipal Services

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM MONROE TRUCK EQUIPMENT FOR THE PURCHASE OF SNOW PLOW EQUIPMENT PACKAGE, LIGHTING ACCESSORIES, AND HYDRAULIC CONTROLS, FOR THE 2022 FORD F-450 MODEL, IN AN AMOUNT NOT TO EXCEED \$26,793

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 accepting a proposal from Monroe Truck Equipment for the purchase of snow plow equipment package, lighting accessories, and hydraulic controls, for the 2022 Ford F-450 Model, in an amount not to exceed \$26,793, 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 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



812 Draper Avenue
 Joliet, IL 60432
 Sales Rep: Tom Markel
 Ph: (331) 229-0744
 www.MonroeTruck.com

J.O. #
 Quotation ID: 4BD0006014
 Date: 5/10/2023
 Valid thru: 6/9/2023
 Terms: NET 30
 Quoted by: Bob Drews
 Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:
 DARIEN PUBLIC WORKS (IL) (ATTN: KRIS THROM)
 1041 S FRONTAGE RD
 DARIEN, IL 60561
 Ph: 630-887-0008 / Fax: 630-887-0091
 Email:

SNOWFIGHTER FROM KUNES FORD

Chassis Information

Year: 2022	Make: FORD	Model: F-450	Chassis Color:	Cab Type: REGULAR
Single/Dual: DRW	CA: 60.0	CT: -1.0	Wheelbase: 145.0	Engine: DIESEL
			F.O. Number #:	Vin: 1FDTF4HT7NDA24700

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description	Amount
BOSS 9'2" STEEL V-DXT PLOW - OPERATED BY CENTRAL HYDRAULICS ON CHASSIS - SMARTHITCH 2 - JOYSTICK CONTROLLER - SL3 L.E.D. LIGHTING W/ ICE SHIELD TECHNOLOGY - SMARTSHIELD - SMARTLOCK CYLINDERS - HIGH-PERFORMANCE HYDRAULIC PACKAGE - ENCLOSED HYDRAULICS - CHAINLESS HYDRAULIC CYLINDER LIFTING SYSTEM - DUAL TRIP DESIGN - REINFORCED MOLDBOARD WITH FLARED WINGS - HEAVY-DUTY PUSH FRAME - HIGH PERFORMANCE CUTTING EDGES - RUBBER SNOW DELECTOR - INSTALLED - TWO-YEAR LIMITED WARRANTY	\$8,877.00
JOYSTICK CONTROLLER FOR EXT PLOW *** NOT NEEDED IF PURCHASING V-DXT PLOW ***	\$229.00
ADAPTER KIT FOR EXT PLOW WHEN PURCHASING JOYSTICK CONTROLLER	\$239.00
HEADREST PLATE FOR PLOW JOYSTICK AND 3100 SPREADER CONTROL	\$158.00
CABSHIELD LIGHTING - LED SAFETY DIRECTOR BY ECCO - MOUNTED ON CABGUARD FACING REARWARD - MULTI FUNCTION CONTROLLER MOUNTED IN CAB - S.S. GUARD TO PROTECT SAFETY DIRECTOR - (2) AMBER/CLEAR OVAL STROBES FACING REARWARD - S.S. PANEL INSTALLED TO MOUNT LIGHTS AND PROTECT WIRING - (2) WHELEN VERTEX LED AMBER STROBES - ONE PER SIDE FACING CURBSIDE AND STREET SIDE - MOUNTED ON BULKHEAD POSTS W/ SIDE MIRROR DEFLECTOR - WHELEN MINI JUSTICE LIGHT BAR WITH TAKE-DOWN & ALLEY LIGHTS - MOUNTED ON FRONT OF CABSHIELD EXTENDING OVER CAB W/ 360 DEGREE VISIBILITY - EXISTING TARP ASSEMBLY MUST BE REMOVED	\$6,294.00
LIFTMOORE L-21-7 ATB ELECTRIC CRANE - 2,000 LB MAX CAPACITY, 6,000 FT LB MOMENT RATING - 42" PEDESTAL - PLANETARY GEAR WINCH WITH PERMANENT MAGNET MOTOR - STANDARD MANUAL ROTATION	\$10,996.00



Description	Amount
- MANUAL BOOM ELEVATION	
- BOOM LENGTH 3.3' TO 5' TO 7.3' (MANUAL EXTENSION)	
- 25' OF 3/16" GALVANIZED AIRCRAFT CABLE (4200LB BREAKING STRENGTH)	
- TRAVEL BLOCK & HOOK W/ SAFETY LATCH	
- 12.5' WIRED, REMOVABLE CONTROL PENDANT	
- CRANE REINFORCEMENT OF FLOOR	
- ADDITIONAL LEAF SPRING ON PASSENGER SIDE	
- JACKSTANDS	
- INSTALLED IN CURBSIDE REAR CORNER OF DUMP BODY	
	Quote Total: \$26,793.00

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- State and Federal taxes will be added where applicable. **Out-of-state municipal entities may be subject to Wisconsin sales tax.**
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units):	<input type="checkbox"/> Fleet	<input type="checkbox"/> Retail	Customer P.O. Number:	Dealer Code:	Sourcewell Member Number:
MSO/MCO (ONLY check if legally required):	<input type="checkbox"/> MCO	<input type="checkbox"/> MSO			
Customer Signature:				Date of Acceptance:	



AGENDA MEMO

City Council

June 5, 2023

ISSUE STATEMENT

A motion authorizing the Mayor to accept a proposal from AIS, Inc. for the upgrade and replacement of the City's firewalls including labor in an amount not to exceed \$32,792.

BACKUP

BACKGROUND/HISTORY

The City's firewalls are nearing their end of support life. A firewall is a network security device that monitors and filters incoming and outgoing network traffic based on an organization's established security policies. The City last replaced the firewalls in 2017. AIS provides a roadmap of projects for 3 years. This is part of the roadmap and is necessary due to security concerns. After CJIS tools setup and monitoring, AIS was able to determine cyberpunks trying to break into emails. Additionally, AIS is able to identify that the attempts are coming from foreign countries/entities. This device will stop those attempts.

Firewalls serve as the first line of defense against external threats, such as hackers and malware attacks. A firewall establishes a border between an external network and the network it guards. It's inserted inline across a network connection and inspects all packets entering and leaving the guarded network.

The FYE24 budget includes \$32,792 in Account 01-10-4325.

STAFF/COMMITTEE RECOMMENDATION

Administrative/Finance Committee recommends approval.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

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



ALL
INFORMATION
SERVICES, INC.

Integrating the World's Technology

All Information Services, Inc.

Integrating the World's Technology

City of Darien
1702 Plainfield Road
Darien, IL 60561



City of Darien Firewall Upgrade

The City's Firewalls are nearing their end of support life. These Firewalls are simple/basic appliances that do not support modern security practices. AIS recommends upgrading to a more advance security appliance, both PD and PW. This solution can block connection/hack attempts from foreign countries and can inspect network packets for malicious content.

- \$3,867 2 x Palo Firewall w/rack kit
- \$6,829 2 x Software and support, 3 years
- \$11,400 Estimated Labor

AGENDA MEMO
City Council
June 5, 2023

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND HISTORY

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

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

Currently, ComEd provides the electrical power to Darien. NIMEC has recently solicited proposals for lower rates but could not find a rate lower than ComEd. However, NIMEC has obtained a proposal from MC2 that matches the ComEd rate but also includes a civic contribution payment of \$10,000 to the city. This agreement is for 12 months and NIMEC will continue to review electric rates for savings to the community.

STAFF/COMMITTEE RECOMMENDATION

Administrative Finance recommends approval

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to approve an agreement with MC Squared Energy Services, LLC (MC2) to provide full requirements of electricity supply and related services for the City's Electric Aggregation Program subject to Attorney's final review, a copy of which is attached hereto as "[Exhibit 1](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of June 2023.

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MASTER POWER SUPPLY AGREEMENT

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

This Agreement ("Agreement"), is entered into as of this 6th day of June 2023 ("Effective Date") between the City of Darien, an Illinois municipal corporation ("Municipality") and MC Squared Energy Services, LLC (mc²) ("Supplier") (each a "Party" and collectively, the "Parties").

RECITALS

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

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

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

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

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

AGREEMENT

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

ARTICLE 1 RECITALS

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

ARTICLE 2 DEFINITIONS

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

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

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

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

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

2.5. "ComEd" means Commonwealth Edison.

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

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

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

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

2.10. "Electric Utility" means ComEd.

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

2.12. "Energy" means generated electricity.

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

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

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

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

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

2.18. "ICC" means the Illinois Commerce Commission.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.33. "RTO: means Regional Transmission Organization.

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

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

2.36. "Supplier" means MC Squared Energy Services, LLC, (mc²) and the lawful successor, transferee, designee, or assignee thereof.

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

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

2.39. "Municipality" means the City of Darien.

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

ARTICLE 3 PROGRAM RESPONSIBILITIES

3.1 Municipality Responsibilities.

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

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

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

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

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

3.2 Supplier Obligations.

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

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

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

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

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

ARTICLE 4 SUPPLIER SERVICES

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

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

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

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

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

4.1.1.4 Transmission and Delivery to Electric Utility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(Collectively, the "Special Billing Customers").

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

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

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

(Collectively, the "New Customers").

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

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

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

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

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

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

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

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

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

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

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

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

4.8 Should the supplier purchase Renewable Energy Credits (RECs) for this transaction, the RECs should be tracked and retired within the PJM GATS or M-RETS system if applicable. On Exhibit A, the quantity of RECs to be retired in the name of the Community should be listed and the generation type (i.e. wind and solar) labeled as meeting the minimum standards for participation in the EPA Green Power Community Program listing or not. The Supplier will provide a detailed report on the specific RECs purchased and retired for this transaction in the name of the Municipality including the Serial Numbers of all RECs, REC generation type, REC generation location, REC volume and applicable month of generation.

ARTICLE 5 TERM

5.1 Term. This Agreement commences as of the Effective Date and is for a term of Twelve (12) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in September 2023 and expires at the end of the last day of the 12th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term").

5.2 In the event this Agreement is not renewed or terminated for any reason, including expiration according to its terms, the Municipality may choose another RES or Retail Electric Supplier and Supplier shall allow all Participating Customers to be switched to the selected RES, or all Participating Customers shall be switched by the Supplier to service with ComEd in accord with the standard switching rules and applicable notices or as otherwise required by any applicable law or regulation.

ARTICLE 6 REMEDIES AND TERMINATION

6.1 Municipality's General Remedies. In addition to every other right or remedy provided to the Municipality under this Agreement, if the Supplier fails to comply with any of the provisions of this Agreement (for reason other than a Force Majeure Event pursuant to Section 7.1 of this Agreement or a Regulatory Event pursuant to Section 7.2 of this Agreement, then the Municipality may give notice to the Supplier specifying that failure. The Supplier will have fifteen (15) calendar days after the date of that notice to take all necessary steps to comply fully with this Agreement, unless (a) this Agreement specifically provides for a shorter cure period or (b) an imminent threat to the public health, safety, or welfare arises that requires a shorter cure period, in which case the notice must specify the cure period, or (c) compliance cannot reasonably be achieved within 15 calendar days but the Supplier promptly commences a cure and diligently pursues the cure to completion. If the Supplier fails to comply within that 15-day period, or the shorter period if an imminent threat, or if the Supplier fails to promptly commence a cure and diligently pursue the cure to completion, then the Municipality, subject to the limits of applicable federal or State of Illinois law, may take any one or more of the following actions:

- 6.1.1 Seek specific performance of any provision of this Agreement or seek other equitable relief, and institute a lawsuit against the Supplier for those purposes.
- 6.1.2 Institute a lawsuit against the Supplier for breach of this Agreement and, except as provided in Section 6.3 of this Agreement, seek remedies and damages as the court may award.
- 6.1.3 In the case of noncompliance with a material provision of this Agreement, declare this Agreement to be terminated in accordance with the following:
 - 6.1.3.1 The Municipality will give written notice to the Supplier of the Municipality's intent to terminate this Agreement ("Termination Notice"). The notice will set forth with specificity the nature of the noncompliance. The Supplier will have 30 calendar days after receipt of the notice to object in writing to termination, to state its reasons for that objection, and to propose a remedy for the circumstances. If the Municipality has not received a response from the Supplier, or if the Municipality does not agree with the Supplier's response or any remedy proposed by the Supplier, then the Municipality will conduct a hearing on the proposed termination. The Municipality will serve notice of that hearing on the Supplier at least 10 business days prior to the hearing, specifying the time

and place of the hearing and stating the Municipality's intent to terminate this Agreement.

6.1.3.2 At the hearing, the Supplier will have the opportunity to state its position on the matter, present evidence, and question witnesses. Thereafter, the Municipality will determine whether or not this Agreement will be terminated. The hearing must be public and held on record.

6.1.3.3 The decision of the Municipality must be in writing and delivered to the Supplier by certified mail.

If the rights and privileges granted to the Supplier under this Agreement are terminated, then the Supplier, within 14 calendar days after the Municipality's demand, must reimburse the Municipality for all costs and expenses incurred by the Municipality, including, without limitation, reasonable attorneys' fees, in connection with that termination of rights or with any other enforcement action undertaken by the Municipality.

6.2 Actions on Termination or Expiration of this Agreement. This Agreement shall terminate upon the expiration of the Term or an Extended Term, as applicable (with the understanding that the expiration of service for any particular Participating Customer will be tied to that customer's billing cycle), or the Municipality's termination of the Agreement pursuant to Section 6.1 or 4.1.2. Upon termination as a result of expiration of the Term (absent agreement upon an Extended Term), or upon termination as a result of expiration of an Extended Term, as applicable, Supplier shall return Participating Customers to Tariffed Service upon expiration of the Term or Extended Term, as applicable, on the first available meter read. In the event of the Municipality's termination of the Agreement prior to the end of the Term or Extended Term pursuant to Section 6.1.c, as applicable, Supplier shall return Participating Customers to Tariffed Service on the second available meter read in order to provide the opportunity for Participating Customers to identify alternate sources of electrical supply prior to returning to Tariffed Service. Participating Customers shall not be liable for any termination fee as a result of such termination or expiration in accordance with the preceding sentences of this Section 6.2. Supplier shall not be responsible to any Participating Customer for any damages or penalties resulting from the return to Tariffed Service, including claims relating to the Tariffed Service price being higher than the Price herein.

6.3 Limitation of Liability. Except for the Supplier's failure to provide Full-Requirements Electricity Supply to Participating Customers classified as eligible for Full-Requirements Electricity Supply from Supplier who have not terminated their agreement or the disclosure of Customer Information in violation of the Requirements of Law, or as otherwise specifically provided herein, in no event will either Party be liable to the other Party under this Agreement for incidental, indirect, special, or consequential damages connected with or resulting from performance or non-performance of this Agreement, irrespective of whether such claims are based upon breach of warranty, tort (including negligence of any degree), strict liability, contract, operation of law or otherwise.

ARTICLE 7

FORCE MAJEURE EVENTS AND REGULATORY EVENTS

7.1 Force Majeure Events. The Supplier shall not be held in default under, or in noncompliance with, the provisions of the Agreement, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such noncompliance or alleged defaults occurred or were caused by a "Force Majeure Event," defined as a strike, riot, war, earthquake, flood, tidal wave, unusually severe rain or snow storm, hurricane, tornado or other catastrophic act of nature, labor disputes, or other event that is reasonably beyond the Supplier's ability to anticipate or control. . Non-compliance or default attributable to a Force Majeure Event shall be corrected within a reasonable amount of time after the Force Majeure Event has ceased.

7.2 Regulatory Event. The following shall constitute a "Regulatory Event":

- a. Illegality. It becomes unlawful for a Party to perform any obligation under this Agreement due to the adoption of any new, or change in the interpretation of any existing applicable law by any judicial or government authority with competent jurisdiction.
- b. Adverse Government Action. A regulatory, legislative or judicial body (A) requires a material change to the terms of this Agreement that materially and adversely affects a Party or (B) takes action that adversely and materially impacts a Party's ability to perform, or requires a delay in the performance of this Agreement that either Party determines to be unreasonable or (C) orders a change or modification that affects the Program such that either Party's obligations hereunder are materially changed, and the change is not deemed a Force Majeure Event.
- c. New Charges. Any material increase in generation, energy, or utility taxes or charges enacted and effective after the Effective Date of this Agreement. These charges would not be unique to Supplier's customers, but would apply to all customers in ComEd's rate classifications. The imposition of such tax or charge after the Effective Date of this Agreement is not subject to automatic pass-through in Price, but would only constitute a Regulatory Event if the imposition of the charge materially and adversely affects Supplier's ability to perform.
- d. Occurrence of Regulatory Event. **Within ten (10) days** of the occurrence of a Regulatory Event, the adversely affected Party shall give notice to the other Party that such event has occurred. Within thirty (30) days, or such other period as the Parties may agree in writing, the Parties shall enter into good faith negotiations to amend or replace this Agreement so that the adversely affected Party is restored as nearly as possible to the economic position it would have been in but for the occurrence of the Regulatory Event. If the Parties are unable to agree upon an amendment to this Agreement, within thirty (30) days or such other period as the Parties may agree in writing, the adversely affected Party shall have the right, upon ten (10) days prior written notice, to terminate and close out its obligations under this Agreement.

ARTICLE 8
INDEMNIFICATION AND INSURANCE

8.1 Indemnification. The Supplier shall indemnify and hold harmless the Municipality, its officers, employees, agents, and attorneys, from and against any third-party injuries, claims, demands, judgments, damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising from the Supplier's provision of the Services, except to the extent caused by the sole negligence of the Municipality. This duty shall survive for all claims made or actions filed within one (1) year following either the expiration or earlier termination of this Agreement. The Municipality shall give the Supplier timely written notice of its obligation to indemnify and defend the Municipality after the Municipality's receipt of a claim or action pursuant to this Section. For purposes of this Section, the word "timely" shall mean within a time period that does not cause prejudice to the respective positions of the Supplier and/or the Municipality. Nothing herein shall be construed to limit the Supplier's duty to indemnify the Municipality by reference to the limits of insurance coverage described in this Agreement.

8.2 Insurance. Contemporaneous with the Supplier's execution of this Agreement, the Supplier shall provide certificates of insurance, all with coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Municipality Manager, Municipality Administrator, or his or her designee may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Municipality Manager, Municipality Administrator, or his or her designee may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the Municipality and from companies with a general rating of A minus, and a financial size category of Class X or better, in Best's Insurance Guide. Such insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the Municipality. The Supplier shall, at all times during the term of this Agreement, maintain and keep in force, at the Supplier's expense, the insurance coverages provided above.

ARTICLE 9
CONFIDENTIAL INFORMATION

9.1 Confidential and Proprietary Information. Notwithstanding anything to the contrary set forth herein, the Parties are not required to disclose information which they reasonably deem to be proprietary or confidential in nature. The Parties agree that any information disclosed by a Party and designated as proprietary and confidential shall only be disclosed to those officials, employees, representatives, and agents of the other Party that have a need to know in order to administer and enforce this Agreement. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to a Party's corporate structure and affiliates, marketing plans, financial information unrelated to the calculation of the Price or rates pursuant to the Requirements of Law, or other information that is reasonably determined by a Party to be competitively sensitive. A Party may make proprietary or confidential information available for inspection but not copying or removal by the other Party's representatives. Compliance by the Municipality with the Illinois Freedom of Information Act, 5 ILCS 140/1 et seq. ("Illinois FOIA"), including compliance with an opinion or directive from the Illinois Public

Access Counselor or the Illinois Attorney General under the Illinois FOIA, or with a decision or order of a court with jurisdiction over the Municipality, shall not be a violation of this Section.

9.2 Ownership of Data and Documents. All data and information, regardless of its format, developed or obtained under this Agreement ("Data"), other than the Supplier's Confidential Information, will be and remain the sole property of the Municipality. The Supplier must promptly deliver all Data to the Municipality at the Municipality's request. The Supplier is responsible for the care and protection of the Data until that delivery. The Supplier may retain one copy of the Data for the Supplier's records subject to the Supplier's continued compliance with the provisions of this Agreement.

9.3 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH.

9.4 Limitations on Customer Information. Both Parties acknowledge and agree that the Customer Information is subject to, and must be maintained in compliance with, the limitations on disclosure of the Customer Information established by the Requirements of Law, including without limitation the Aggregation Statute, Section 16-122 of the Public Utilities Act, 220 ILCS 5/16-102, Section 2HH of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/2HH, the ICC Order in Case No. 11-0434 issued April 4, 2012, and the provisions of ComEd's Tariff Rate GAP. Municipality shall warrant to ComEd that customer-specific information provided to the Municipality in accordance with the provisions of ComEd's Tariff Rate GAP shall be treated as confidential. To protect the confidentiality of Customer Information:

9.4.1 Supplier access to Customer Information is limited those authorized representatives of Supplier, or any third party, who have a need to know the information for purposes of this Agreement.

9.4.2 Supplier warrants that it will not disclose, use, sell, or provide Customer Information to any person, firm or entity for any purpose outside of the aggregation program.

9.4.3 Supplier and Municipality acknowledge that Customer Information remains the property of the Municipality and that material breaches of confidentiality will prohibit Supplier from placing any new bids to the Municipality's subsequent Request(s) for Qualifications for a period of one year after termination of this Agreement.

9.4.4 Supplier warrants that it will delete and/or destroy the Customer Information described in Items 18 through 23 of the Company Obligations Section of ComEd's Tariff Rate GAP, and provided by Municipality, within 60 days after ComEd provides the information to Municipality. Municipality will offer its assistance to ensure that Supplier meets these requirements and deadlines.

9.5 Proprietary Rights, Survival. Each Party acknowledges the proprietary rights of the other Party in and to the Confidential Information. The obligations under this Article Nine shall survive the conclusion or termination of this Agreement for two (2) years.

ARTICLE 10
MISCELLANEOUS

10.1 Notices. Any notices, requests or demands regarding the services provided under this Agreement and the Attachments shall be deemed to be properly given or made (i) if by hand delivery, on the day and at the time on which delivered to the intended recipient at its address set forth in this Agreement; (ii) if sent by U.S. Postal Service mail certified or registered mail, postage prepaid, return receipt requested, addressed to the intended recipient at its address shown below; or (iii) if by Federal Express or other reputable express mail service, on the next Business Day after delivery to such express service, addressed to the intended recipient at its address set forth in this Agreement. The address of a Party to which notices or other communications shall be mailed may be changed from time to time by giving written notice to the other Party.

To Municipality
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

To Supplier
Charles C Sutton
President
MC Squared Energy Services, LLC
175 W Jackson Blvd Ste 240
Chicago IL 60604
Fax: 877-281-1279

With a copy to:
City of Darien
1702 Plainfield Road
Darien, Illinois 60561

With a copy to:
Jeremiah McGair
Senior Counsel
Wolverine
175 W Jackson Blvd Ste 200
Chicago IL 60604
Fax: 312-884-3944

10.2 Mutual Representations and Warranties. Each Party represents and warrants to the other Party, as of the date of this Agreement, that:

- a. It is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation, and if relevant under such laws, in good standing;
- b. It has the corporate, governmental and/or other legal capacity, authority and power to execute, deliver and enter into this Agreement and any other related documents, and perform its obligations under this Agreement, and has taken all necessary actions and made all necessary determinations and findings to authorize such execution, delivery and performance;
- c. The execution, delivery and performance of this Agreement does not violate or conflict with any law applicable to it, any provision of its constitutional documents, any order or

- judgment of any court or other agency of government applicable to it or any of its assets or any contractual restriction binding on or affecting it or any of its assets; and
- d. It has reviewed and understands this Agreement; and
 - e. It, to the extent applicable, shall comply with all the Requirements of Law.

10.3 Entire Agreement. This Agreement, including all Attachments hereto, contains all of the terms and conditions of this Agreement reached by the Parties, and supersedes all prior oral or written agreements with respect to this Agreement. This Agreement may not be modified, amended, altered or supplemented, except by written agreement signed by both Parties hereto. No waiver of any term, provision, or conditions of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver, and no waiver shall be binding unless executed in writing by the Party making the waiver.

10.4 Exhibit. Exhibits A and B attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.

10.5 Waivers. The failure of either Party to insist upon strict performance of such requirements or provisions or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such requirements, provisions or rights.

10.6 Applicable Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois without regard for the conflicts of law provisions thereof.

10.7 Controlling Provisions. In the event of any inconsistency between the terms herein and the terms of the Exhibits hereto, the provisions of the Agreement shall control.

10.8 Severability. Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. The non-enforcement of any provision by either Party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or the remainder of this Agreement.

10.9 Venue. Except as to any matter within the jurisdiction of the ICC, all judicial actions relating to any interpretation, enforcement, dispute resolution or any other aspect of this Agreement shall be brought in the Circuit Court of the State of Illinois, DuPage County, Illinois. Any matter brought pursuant to the jurisdiction of the federal court shall be brought in the United States District Court of the Northern District of Illinois.

10.10 No Third-Party Beneficiaries. Nothing in this Agreement is intended to confer third-party beneficiary status on any person, individual, corporation or member of the public to enforce the terms of this Agreement.

10.11 No Waiver of Rights. Nothing in this Agreement shall be construed as a waiver of any rights, substantive or procedural, that the Municipality may have under Federal or state law unless such waiver is expressly stated herein.

10.12 Validity of Agreement. The Parties acknowledge and agree in good faith on the validity of the provisions, terms and conditions of this Agreement, in their entirety, and that the Parties have the power and authority to enter into the provisions, terms, and conditions of this Agreement.

10.13 Authority to Sign Agreement. Each Party warrants to the other Party that it is authorized to execute, deliver and perform this Agreement. The individual signing this Agreement on behalf of each Party warrants to the other Party that he/she is authorized to execute this Agreement in the name of the Party for which he/she is signing.

10.14 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the Municipality and the Supplier and their respective successors, grantees, lessees, and assigns throughout the Term of this Agreement.

10.15 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality, which consent shall not be unreasonably withheld, provided, that upon advance written notice to the Municipality, Supplier may assign this Agreement to an affiliate without the express authorization of the Municipality.

10.16 Counterparts. This Agreement may be executed in one or more counterparts (delivery of which may occur by facsimile or electronic mail), each of which shall be deemed an original, but all of which shall together constitute one instrument.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement to be effective on the date first written above.

Supplier: MC Squared Energy Services, LLC

Municipality: City of Darien

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: Joseph A. Marchese

Title: President

Title: Mayor

Date: June 6, 2023

Date: June 5, 2023

**EXHIBIT A
PRICE**

Eligible Customers as defined in Section 2.11 includes all residential and small commercial Aggregation customers within the Municipality excluding customers served by other alternative retail electric suppliers (ARES), including pending “with RES” status; customers served under ComEd’s Hourly Tariffed supply service (Rate RRTP); and participants enrolled in a net metering program through ComEd or an ARES other than the Supplier.

Eligible Customers in the initial and subsequent opt-out cycles will be placed on Supplier service or Tariffed Service as defined in Section 2.37 of the Agreement (i.e. ComEd default tariff supply service) based on Supplier’s criteria including the customer’s usage patterns and wholesale market conditions. Eligible Customers will be assessed the same Customer Class Price and will continue to receive monthly invoice statements from ComEd without regard to whether they are served by Supplier or on Tariffed Service.

Eligible Customer Class Price:

Variable rate equal to the ComEd published tariff supply service costs including the Purchased Electricity Charges (PEC), Transmission Service Charges (TSC) and the Purchased Electricity Adjustment (PEA) for each applicable month for the Term of the Agreement.

The Parties agree that Supplier has the right to conduct subsequent opt-out cycles to add eligible customer accounts to Supplier Service and/or return eligible accounts to ComEd’s Tariffed Service during the term of the Agreement twice annually traditionally in the spring and fall delivery periods. Supplier will provide at least thirty (30) days-notice to the municipality prior to such events.

Termination Fee for Withdrawing Customers: \$0 (zero)

Delivery Term: 12 Months

09/2023 – 09/2024

Percent of RECs:	Zero
Civic Contribution:	\$10,000/annually

Supplier will provide an annual \$10,000 Civic Contribution to the Municipality per Term. The Civic Contribution will be payable in equal monthly installment payments (\$834 per month) to the Municipality within 30 days after the last meter read cycle of each delivery month (i.e. September 2023 payment would be paid in November 2023).

MC Squared Energy Services, LLC

Municipality: City of Darien

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: Joseph A. Marchese

Title: President

Title: Mayor

Date: _____

Date: June 5, 2023

EXHIBIT B

INSURANCE COVERAGES

- A. Worker's Compensation and Employer's Liability with limits not less than:
- (1) Worker's Compensation: Statutory;
 - (2) Employer's Liability:
 \$500,000 injury-per occurrence
 \$500,000 disease-per employee
 \$500,000 disease-policy limit
- Such insurance shall evidence that coverage applies in the State of Illinois.
- B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All employees shall be included as insureds.
- C. Comprehensive General Liability
- a. with coverage written on an "occurrence" basis with limits no less than: \$1,000,000
 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" basis.
 Coverages shall include:
 Broad Form Property Damage Endorsement
 Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
 - b. with coverage written on a "claims made" basis with limits no less than: \$1,000,000
 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "claims made" bases.
 Coverages shall include:
 Broad Form Property Damage Endorsement
 Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)
- D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Consultant against all sums that Consultant may be obligated to pay on account of any liability arising out of the Contract.
- E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.
- F. Owner as Additional Insured. Owner shall be named as an Additional Insured on all policies except for:
 Worker's Compensation
 Professional Liability
- Each such additional Insured endorsement shall identify Owner as follows: City of Darien, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, consultants, and representatives.
- G. Other Parties as Additional Insureds. In addition to Owner, the following parties shall be named as additional insured on the following policies:
Additional Insured Policy or Policies

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