
PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting
of the City Council of the
CITY OF DARIEN

January 20, 2020

7:30 PM

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 — [January 6, 2019](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Student Recognition – Ella Hardman, Hinsdale South High School
 - B. Eagle Scout Recognition
 - C. [NIMEC Electric Aggregation](#) - David Hoover
 - D. 2020 Citizen of the Year Nomination
 - E. [Mayor's Letter to Darien Businesses](#) Census
 - F. 2020 Update
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 — [19-20-19](#)

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 Grant a Waiver of the Raffle License Bond Requirement for the [Watts of Love](#)
 - B. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Darien Historical Society](#)
 - C. Consideration of a Motion to Accept the [Strategic Communications Plan](#) Prepared by Metro Strategies
 - D. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Approve a [Proposal from Metro Strategies](#), Inc. to Provide Communications and Public Engagement Services, Along with Policy, Issue Advocacy, Planning and Project Implementation Services
 - E. Consideration of a Motion to Approve a Resolution Authorizing the City Administrator to Enter into an Agreement with [Clarke Mosquito](#) for an Additional Three Years
17. New Business
 - A. 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 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 JANUARY 6, 2020 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:20 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

January 6, 2020

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

Steven and Emma, Scout Troop 216, 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 | Joseph A. Kenny |
| | Thomas M. Chlystek | Ted V. Schauer |
| | Eric K. Gustafson | Mary Coyle Sullivan |

Absent: Lester Vaughan

Also in Attendance: Joseph Marchese, Mayor
JoAnne E. Ragona, City Clerk
Bryon D. 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**

Luanne Spiros asked Council to reconsider and opt-out of the Cannabis Ordinance or put to a referendum.

Gerry Leganski, Farmingdale Drive, shared history behind establishment of Neighborhood Watch group. He polled group on their knowledge of cannabis survey and found they were uninformed. He voiced his discontent in seeing billboards promoting cannabis dispensaries. He was pleased Sterigenics closed; there are many attorney billboards on the subject.

Julie Leganski responded to email received from Alderman Chlystek. She provided health facts resulting from recreational use of marijuana and commented there are many medical organizations in opposition.

Dr. Kelly Glisan provided concerns regarding sale of cannabis from a health care perspective. He also felt property values would be affected.

- 6. **APPROVAL OF MINUTES** – December 16, 2019

It was moved by Alderwoman Sullivan and seconded by Alderman Schauer to approve the minutes of the City Council Meeting of December 16, 2019.

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

Nays: None

Absent: Vaughan

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

- 7. **RECEIVING OF COMMUNICATIONS**

Alderman Chlystek received communication from Paulette Hydzyk, Julie Leganski, Jerry Leganski, Patricia Matz, Mrs. M. Kleifgen and Janine Kirin regarding their opposition to Cannabis Ordinance.

8. **MAYOR'S REPORT**

A. CENSUS 2020 UPDATE

Mayor Marchese provided an update on Census 2020, which included:

- establishment, role and benefits of the Complete Count Committee (CCC),
- importance of recruiting individuals with connections to faith-based groups, schools, service groups, Chamber of Commerce
- topics aimed at encouraging, engaging and educating our population about the upcoming census
- promotion of service announcements in Direct Connect
- contacting Joe Hennerfeind, staff liaison, if interested in serving on (CCC)

B. MAYORAL PROCLAMATION "CENSUS 2020"

Mayor Marchese read into record the proclamation declaring full support of the 2020 Census and the formation of a Complete Count Committee led by the Economic Development Committee, to ensure all residents in our community are counted.

C. ELECTRIC AGGREGATION

Mayor Marchese read memorandum sent to Council regarding Electric Aggregation/Renewable Energy. He announced David Hoover, Northern Illinois Electric Collaborative (NIMEC) Executive Director, will attend the January 20, 2020 City Council Meeting to provide an overview of the program and proposal that would provide Darien residents with 100% renewable energy. Mayor Marchese stated joining the Renewable Energy Program would fit our overall vision for Darien, as a sustainable energy community.

Mayor Marchese commented regarding Darien's 2006 Comprehensive Plan that was updated in 2006 that included the concept of unifying all four quadrants of the intersection of 75th Street and Cass Avenue. He provided an update on the changes made to the Southeast quadrant since 2006, the expansion of the 75th Street and Cass Avenue intersections from four to six lanes, and the vision for possible redevelopment of the Northwest quadrant. Mayor Marchese commented that preliminary discussions are underway. Mayor Marchese and Administrator Vana responded to Council questions.

9. **CITY CLERK'S REPORT**

Clerk Ragona announced a Meet and Greet with Mayor Marchese will be held on Monday, January 20, 2020 at 6:00 P.M in the City Hall Upstairs Conference Room.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

B. MUNICIPAL SERVICES – NO REPORT

Director Gombac responded to Council questions regarding flooded service drains and the cleaning of litter in wetland areas.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER – 19-20-18

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve payment of Warrant Number 19-20-18 in the amount of \$358,385.43 from the enumerated funds, and \$286,655.96 from payroll funds for the period ending 01/02/20 for a total to be approved of \$645,041.39.

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

Nays: None

Absent: Vaughan

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the next Administrative/Finance Committee meeting is scheduled for February 3, 2020 at 6:00 P.M. in the City Hall Conference Room. She commented the next Economic Development Committee Meeting will be held on January 8, 2020 at 7:00 P.M. in the Council Chambers. Liaison Sullivan stated Citizen of the Year (COY) applications were due on January 6, 2020 by 5:00 P.M. She commented the COY Committee will review applications and prepare a recommendation for the next meeting.

Municipal Services Committee – Chairman Belczak announced the next meeting of the Municipal Services Committee is scheduled for January 27, 2020 at 7:00 P.M. in the Council Chambers.

Police Committee – Chairman Kenny announced the next meeting of the Police Committee is scheduled for January 20, 2019 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 noted that Consent Agenda Item E was moved to New Business as Item A.

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

A. CONSIDERATION OF A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE CLASS “J” TEMPORARY LIQUOR LICENSE FOR OUR LADY OF PEACE

B. RESOLUTION NO. R-01-20

A RESOLUTION ACCEPTING A PROPOSAL FROM UNDERGROUND PIPE & VALVE CO., FOR THE CLOW EDDY F2500 FIRE HYDRANT REPAIR PARTS AT THE PROPOSED UNIT PRICES AS REQUIRED FOR A PERIOD OF MAY 1, 2020 THROUGH APRIL 30, 2021

C. RESOLUTION NO. R-02-20

A RESOLUTION ACCEPTING A PROPOSAL FROM UNDERGROUND PIPE & VALVE CO., FOR THE CLOW EDDY FIRE HYDRANT REPAIR PARTS AT THE PROPOSED UNIT PRICES AS REQUIRED FOR A

**PERIOD OF MAY 1, 2020 THROUGH
APRIL 30, 2021**

D. RESOLUTION NO. R-03-20

**A RESOLUTION ACCEPTING A
PROPOSAL FROM UNDERGROUND
PIPE & VALVE CO., FOR THE CLOW
MEDALLION FIRE HYDRANT
REPAIR PARTS AT THE PROPOSED
UNIT PRICES AS REQUIRED FOR A
PERIOD OF MAY 1, 2020 THROUGH
APRIL 30, 2021**

Roll Call: Ayes: Belczak, Chlystek, Gustafson, Kenny, Schauer,
Sullivan
Nays: None
Absent: Vaughan

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

17. **NEW BUSINESS**

**A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE
GRANTING SPECIAL USES AND VARIATIONS (7532 CASS
AVENUE/COMMERCIAL DEVELOPMENT)**

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

Alderman Kenny explained, due to the nature of the property, he requested that the item be moved to New Business.

Alderman Chlystek inquired regarding the timeframe; Mayor Marchese responded construction would begin the end of January 2020.

ORDINANCE NO. O-01-20

**AN ORDINANCE GRANTING SPECIAL
USES AND VARIATIONS (7532 CASS
AVENUE/COMMERCIAL DEVELOPMENT)**

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

Nays: None

Absent: Vaughan

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONSTRUCTION GRANT AGREEMENT (NORTHWEST CORNER OF PLAINFIELD AND CASS) NOT TO EXCEED \$150,000

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

Mayor Marchese explained the importance of the location and esthetics of the proposed building. Administrator Vana commented regarding upgrades and maximum expenditure. Aldermen Schauer and Belczak expressed their agreement for the ordinance. Alderman Chlystek inquired regarding the 2020-21 Economic Development Fund; Mayor Marchese responded.

ORDINANCE NO. O-02-20

AN ORDINANCE AUTHORIZING THE EXECUTION OF A CONSTRUCTION GRANT AGREEMENT (NORTHWEST CORNER OF PLAINFIELD AND CASS) NOT TO EXCEED \$150,000

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

Nays: None

Absent: Vaughan

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

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

Alderman Chlystek...

...inquired about Architectural Standards utilized by other communities.

...expressed appreciation for NO semi-truck parking signs.

Administrator Vana stated Mr. Manos has been a pleasure to work with and complemented Mr. Manos on his professionalism.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:26 P.M.

Mayor

City Clerk

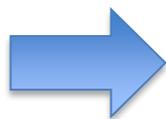
All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 1-06-20. Minutes of 1-06-20 CCM.

Proposal

Restart Residential Aggregation

100% Renewable Energy

Price: matches **ComEd**® rate



No Rate Risk



Civic Grant

100% Renewable Energy

PLUS

Annual Civic Grants
\$50,000

Renewable Aggregation

- Some residents moved to new supplier
- Some residents remain at ComEd
- All charged same rate
- Renewable energy purchased for all



Arlington Heights

Aurora

Clarendon Hills

Elmhurst

Franklin Park

Gurnee

La Grange Park

Oak Lawn

Oak Park

Oswego

Orland Park

Palos Park

Round Lake Beach

South Barrington

South Elgin

Tinley Park

Wood Dale



Carbon Reduction

Estimated Annual CO₂ reduction equivalents



110,442,000 auto
miles not driven
annually



49,000,000
pounds of coal
burned annually

EPA Designation



EPA Green Power Partner Community

Two signs shipped to Village from EPA



EPA Rankings

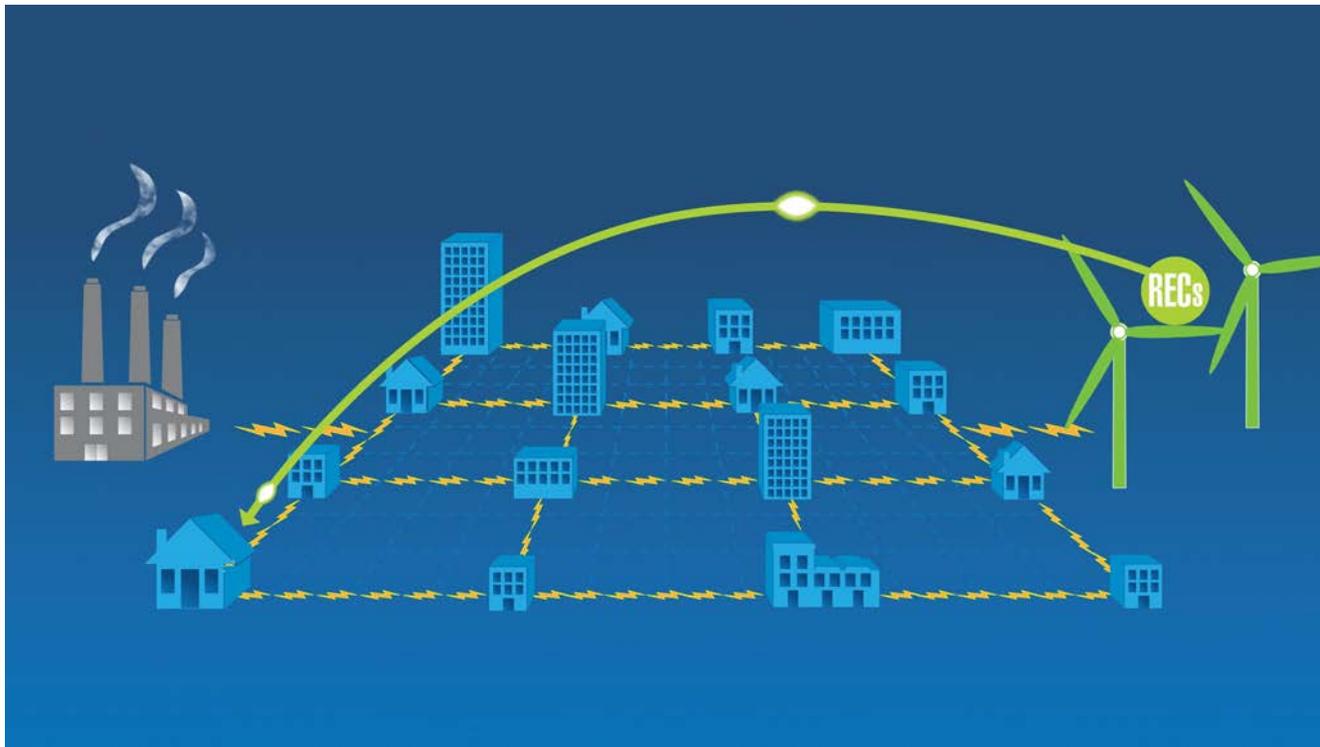
Top 10 by percentage Green Power used*

- | | |
|--------------------------------|------------------------------|
| 1. La Grange Park IL - 85.1% | 6. Oswego IL - 74.4% |
| 2. Palos Park IL - 84.6% | 7. Portola Valley CA - 73.0% |
| 3. South Barrington IL - 81.5% | 8. Brisbane CA - 71.0% |
| 4. Clarendon Hills IL - 80.9% | 9. Hillsborough CA - 69.3% |
| 5. Tinley Park IL - 78.3% | 10. Atherton CA - 69.2% |

*<https://www.epa.gov/greenpower/green-power-communities>

RECs

EPA: “When you buy the REC, you own the power.”



<https://www.youtube.com/watch?v=12VYXms6-c>



HOW CAN THE CITY OF DARIEN HELP YOUR BUSINESS?

WE WANT TO HEAR FROM YOU!

January 20, 2020

Business Name

Darien, Illinois 60561

Dear Business Owner:

The City of Darien values our Business Community and their service to the city and to our residents. For that reason, I established an Economic Development Committee (EDC) composed of local business leaders for the sole purpose of communicating with our local businesses in an effort to assist in enhancing and solidifying their presence in Darien.

During the early part of 2020, I will be soliciting your input through personal visits by members of our EDC. I ask that you welcome them as representatives of the city and my office. Their sole goal in meeting with you is to listen to your concerns, any current challenges and to collect data so that we, the city may better serve you.

If you can set aside approximately ten minutes of your time on a strictly voluntary basis, just simply reply to this letter either by U.S. mail to the **City of Darien** (to my attention), or email the EDC with your name and phone number to TBeilkeedc@darienil.gov by February 4, 2020. If you do not respond by this date and you have a need that arises in the future, please feel free to contact my office or a member of the EDC. If you choose to participate, please rest assured that we would not share this data with any outside entity; staff will only use it.

Thank you for your contributions to the City of Darien, and to a happy and prosperous 2020.

Yours Truly,

Joseph A. Marchese

Joseph A. Marchese

Mayor – City of Darien

City of Darien 1702 Plainfield Road Darien, IL 60561

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



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
January 20, 2020**

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

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

| | | | | |
|--|----------|------------------|------------------|-------------------------------|
| General Fund | | | | \$439,911.77 |
| Water Fund | | | | \$524,084.32 |
| Motor Fuel Tax Fund | | | | \$42,650.57 |
| Water Depreciation Fund | | | | \$426.00 |
| Special Service Area Tax Fund | | | | |
| E-Citation Fund | | | | |
| Capital Improvement Fund | | | | 246,736.29 |
| State Drug Forfeiture Fund | | | | \$101.52 |
| Federal Equitable Sharing Fund | | | | |
| DUI Technology Fund | | | | |
| | | | Subtotal: | <u>\$1,253,910.47</u> |
| General Fund Payroll | 01/16/20 | \$ | 255,662.06 | |
| Water Fund Payroll | 01/16/20 | \$ | 18,693.65 | |
| | | Subtotal: | \$ | <u>274,355.71</u> |
| Total to be Approved by City Council: | | | | <u>\$ 1,528,266.18</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 1/20/2020 Through 1/20/2020

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|--------------------------------|---|------------|-----------|--------------------------------|-------------|
| CHASE CARD SERVICES | CITY HALL TRIBUNE SUBSCRIPTION | AP012020 | 4213 | Dues and Subscriptions | 15.96 |
| CHASE CARD SERVICES | TREAT BAGS FOR HOLIDAY LIGHTS TOUR | AP012020 | 4239 | Public Relations | 5.00 |
| CHASE CARD SERVICES | TREATS FOR HOLIDAY LIGHTS TOUR | AP012020 | 4239 | Public Relations | 72.46 |
| CHASE CARD SERVICES | INTERNET FOR PUBLIC WORKS | AP012020 | 4267 | Telephone | 111.85 |
| CLEAN SLATE INC | JANITORIAL SERVICES: PD, CH | AP012020 | 4345 | Janitorial Service | 1,456.86 |
| CONSTELLATION NEW ENERGY, INC. | SW CORNER 75TH /ADAMS (12-2-19 thru 1-3-20) | AP012020 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 2,723.94 |
| GOVTEMPSUSA LLC | VANA- (12-8-19) | AP012020 | 4325 | Consulting/Professional | 3,415.38 |
| GOVTEMPSUSA LLC | VANA- (12-15-19) | AP012020 | 4325 | Consulting/Professional | 3,415.38 |
| GOVTEMPSUSA LLC | VANA- (12-22-19) | AP012020 | 4325 | Consulting/Professional | 3,415.38 |
| GOVTEMPSUSA LLC | VANA- (12-29-19) | AP012020 | 4325 | Consulting/Professional | 3,415.38 |
| I.R.M.A. | 2020 ANNUAL DEDUCTIBLE | AP012020 | 4219 | Liability Insurance | 236,228.00 |
| I.R.M.A. | DEDUCTIBLE - DEC 2019 | AP012020 | 4219 | Liability Insurance | 974.43 |
| MUNICIPAL WEB SERVICES | WEBSITE HOSTING / MAINTENANCE- DEC 2019 | AP012020 | 4325 | Consulting/Professional | 520.00 |
| OFFICE DEPOT | ORDER NOT RECEIVED (Was left on truck) | AP012020 | 4253 | Supplies - Office | 66.93 |
| OFFICE DEPOT | CREDIT FOR ORDER NOT RECEIVED | AP012020 | 4253 | Supplies - Office | (66.93) |
| PM PRINTING INC. | LETTERHEAD ENVELOPES | AP012020 | 4253 | Supplies - Office | 374.68 |
| ROSENTHAL, MURPHEY, COBLENTZ | PHOTOCOPIES, POSTAGE - DEC 2019 | AP012020 | 4219 | Liability Insurance | 6.70 |
| VERIZON WIRELESS | VERIZON WIRELESS BILL | AP012020 | 4267 | Telephone | 1,222.55 |
| | | | | Total Administration | 257,373.95 |

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 1/20/2020 Through 1/20/2020

| <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. | DUPAGE MAYORS & MANAGERS 6 MONTH MEMBERSHIP DUES | AP012020 | 4213 | Dues and Subscriptions | 9,795.00 |
| | | | | Total City Council | 9,795.00 |

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 1/20/2020 Through 1/20/2020

| <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 | HINSDALE SOUTH HIGH SCHOOL IMPROVEMENTS | AP012020 | 4328 | Constl/Prof Reimbursable | 55.00 |
| CHRISTOPHER B. BURKE ENG, LTD | SOCIETY OF MT CARMEL- DOCUMENT REVIEW (SECURITY) | AP012020 | 4328 | Constl/Prof Reimbursable | 330.00 |
| CHRISTOPHER B. BURKE ENG, LTD | ROLLING KNOLLS- DOCUMENT REVIEW (SECURITY REDUCTION) | AP012020 | 4328 | Constl/Prof Reimbursable | 330.00 |
| CODE ENFORCEMENT REPRESENTATIV | CODE ENFORCEMENT SERVICES - DEC 2019 | AP012020 | 4325 | Consulting/Professional | 152.00 |
| DON MORRIS ARCHITECTS P.C. | INSPECTIONS - DEC 2019 | AP012020 | 4325 | Consulting/Professional | 3,635.00 |
| DON MORRIS ARCHITECTS P.C. | PLAN REVIEWS- DEC 2019 | AP012020 | 4328 | Constl/Prof Reimbursable | 3,720.21 |
| ELEVATOR INSPECTION SERVICE CO | 6 ELEVATOR RE-INSPECTIONS | AP012020 | 4328 | Constl/Prof Reimbursable | 150.00 |
| PM PRINTING INC. | BUILDING DEPT FORMS & LABELS | AP012020 | 4235 | Printing and Forms | 457.30 |
| PM PRINTING INC. | BUSINESS CARDS- JOE HENNERFEIND | AP012020 | 4235 | Printing and Forms | 75.75 |
| ROSENTHAL, MURPHEY, COBLENTZ | 337 ROGER RD | AP012020 | 4219 | Liability Insurance | 696.53 |
| ROSENTHAL, MURPHEY, COBLENTZ | CANNABIS ORDINANCE | AP012020 | 4219 | Liability Insurance | 4,125.00 |
| ROSENTHAL, MURPHEY, COBLENTZ | BROOKHAVEN CONSTRUCTION GRANT AGREEMENT | AP012020 | 4219 | Liability Insurance | 1,705.00 |
| ROSENTHAL, MURPHEY, COBLENTZ | MISC-VARIOUS MATTERS | AP012020 | 4219 | Liability Insurance | 605.00 |
| | | | | Total Community Development | 16,036.79 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 1/20/2020 Through 1/20/2020

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------------------|--|-------------------|------------------|----------------------------|--------------------|
| ALLIED GARAGE DOOR INC. | GARAGE DOOR REPAIR AT PUBLIC WORKS | AP012020 | 4223 | Maintenance - Building | 256.00 |
| CHASE CARD SERVICES | WATER FOUNTAIN DYE | AP012020 | 4223 | Maintenance - Building | 17.96 |
| CHASE CARD SERVICES | WATER FOUNTAIN DYE | AP012020 | 4223 | Maintenance - Building | 65.21 |
| CHASE CARD SERVICES | GENERATOR COVER FOR TRUCK 400 | AP012020 | 4259 | Small Tools & Equipment | 69.97 |
| CHASE CARD SERVICES | TITLE SEARCH -LIEN RELEASE | AP012020 | 4273 | Vehicle (Gas and Oil) | 23.00 |
| CHASE CARD SERVICES | TITLE SEARCH -LIEN RELEASE | AP012020 | 4273 | Vehicle (Gas and Oil) | 23.00 |
| CINTAS #769 | MATT RENTAL- POLICE DEPT | AP012020 | 4223 | Maintenance - Building | 48.81 |
| CINTAS FIRST AID AND SAFETY | REPLENISH FIRST AID CABINET AT PUBLIC WORKS | AP012020 | 4219 | Liability Insurance | 142.38 |
| CLEAN SLATE INC | WINDOW CLEANING AT CITY HALL AND POLICE DEPT | AP012020 | 4223 | Maintenance - Building | 1,050.00 |
| COM ED | COM ED 0269155053 2101 W 75TH ST | AP012020 | 4359 | Street Light Oper & Maint. | 61.87 |
| CONSTELLATION NEW ENERGY, INC. | SW CORNER 75TH /PLAINFIELD RD | AP012020 | 4359 | Street Light Oper & Maint. | 450.30 |
| CONSTELLATION NEW ENERGY, INC. | 75TH STREET LEGS STR LGT 0 CASS AVE | AP012020 | 4359 | Street Light Oper & Maint. | 504.94 |
| CONSTELLATION NEW ENERGY, INC. | CASS AVE LITE / RT 25 N OF JAMES PETER CT | AP012020 | 4359 | Street Light Oper & Maint. | 27.39 |
| CONSTELLATION NEW ENERGY, INC. | LITE RT/25 CONTROLLER S FRONTAGE 0 E CASS ST | AP012020 | 4359 | Street Light Oper & Maint. | 57.11 |
| CONSTELLATION NEW ENERGY, INC. | ENERGY- STREET LIGHTS | AP012020 | 4359 | Street Light Oper & Maint. | 1,177.75 |
| DUPAGE COUNTY PUBLIC WORKS | SEPTIC HAULING (NOV-DEC 2019) | AP012020 | 4223 | Maintenance - Building | 125.62 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 1/20/2020 Through 1/20/2020

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|--------------------------------|--|------------|-----------|-------------------------|-------------|
| DUPAGE LAWN AND HOME SERVICES | SHOVEL AND SALT FOR CITY HALL & POLICE DEPT | AP012020 | 4223 | Maintenance - Building | 175.00 |
| EJ EQUIPMENT, INC. | TRACKLESS PARTS | AP012020 | 4229 | Maintenance - Vehicles | 952.42 |
| EJ EQUIPMENT, INC. | TRACKLESS PARTS | AP012020 | 4229 | Maintenance - Vehicles | 952.42 |
| EJ USA, INC. | BEE HIVE STORM GRATE FOR CLARENDON HILLS RD | AP012020 | 4257 | Supplies - Other | 1,482.08 |
| FACTORY CLEANING EQUIPMENT INC | FLOOR CLEANING MACHINE | AP012020 | 4225 | Maintenance - Equipment | 344.07 |
| FIRST ADVANTAGE OCCUPATIONAL | RANDOM DRUG SCREEN- MASEK | AP012020 | 4219 | Liability Insurance | 35.20 |
| FORESTRY SUPPLIERS, INC. | MARKING PAINT | AP012020 | 4257 | Supplies - Other | 498.89 |
| GOLDSTAR PRODUCTS INC. | ICE MELT | AP012020 | 4257 | Supplies - Other | 899.90 |
| HOME DEPOT | SUPPLIES AND TOOLS | AP012020 | 4223 | Maintenance - Building | 990.73 |
| HOME DEPOT | SUPPLIES AND TOOLS | AP012020 | 4257 | Supplies - Other | 2,423.84 |
| HOMER TREE CARE, INC. | TREE TRIM - 6809 SCOTCH PINE TR (WILMETTE AVE) | AP012020 | 4375 | Tree Trim/Removal | 90.00 |
| HOMER TREE CARE, INC. | 2 TREES TRIMMED -7425 RICHMOND (ON PLAINFIELD) | AP012020 | 4375 | Tree Trim/Removal | 180.00 |
| HOMER TREE CARE, INC. | TREE TRIMMING -7413 RICHMOND (ON PLAINFIELD) | AP012020 | 4375 | Tree Trim/Removal | 90.00 |
| HOMER TREE CARE, INC. | TREE TRIMMING - 8750 CARLISLE CT | AP012020 | 4375 | Tree Trim/Removal | 75.00 |
| HOMER TREE CARE, INC. | TREE TRIMMING- 8700 ROYAL SWAN | AP012020 | 4375 | Tree Trim/Removal | 75.00 |
| HOMER TREE CARE, INC. | TREE/SHRUB TRIMMING - BAILEY RD (Sidewalk Issue) | AP012020 | 4375 | Tree Trim/Removal | 730.00 |
| HOMER TREE CARE, INC. | TREE TRIMMING- BAILEY PARK | AP012020 | 4375 | Tree Trim/Removal | 1,825.00 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 1/20/2020 Through 1/20/2020

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|--------------------------------|--|------------|-----------|--------------------------------|-------------|
| HOMER TREE CARE, INC. | TREE TRIMMING- 1404 WESTMINSTER | AP012020 | 4375 | Tree Trim/Removal | 90.00 |
| HOMER TREE CARE, INC. | TREE TRIMMING-1401 PINEHURST | AP012020 | 4375 | Tree Trim/Removal | 967.50 |
| HOMER TREE CARE, INC. | TREE TRIMMING- 1400 PINE COVE CT | AP012020 | 4375 | Tree Trim/Removal | 1,440.00 |
| HOMER TREE CARE, INC. | TREE TRIMMING- 8225 BAILEY RD | AP012020 | 4375 | Tree Trim/Removal | 510.00 |
| HOMER TREE CARE, INC. | TREE TRIMMING -DARIEN PARK DISTRICT | AP012020 | 4375 | Tree Trim/Removal | 90.00 |
| ILLINI POWER PRODUCTS | BLOCK HEATER FOR GENERATOR | AP012020 | 4223 | Maintenance - Building | 243.27 |
| ILLINI POWER PRODUCTS | ACTUATOR FOR GENERATOR | AP012020 | 4223 | Maintenance - Building | 1,212.51 |
| KAMAN FLUID POWER LLC | REPAIR HOSES | AP012020 | 4229 | Maintenance - Vehicles | 136.71 |
| KAMAN FLUID POWER LLC | REPAIR HOSES FOR #103 | AP012020 | 4229 | Maintenance - Vehicles | 104.92 |
| KIN-KO ACE STORES INC | FASTENERS | AP012020 | 4225 | Maintenance - Equipment | 21.00 |
| KUEPER NORTH AMERICA | PLOW BLADE | AP012020 | 4225 | Maintenance - Equipment | 4,424.00 |
| LAWSON PRODUCTS INCORPORATED | FITTINGS FOR MECHANIC | AP012020 | 4225 | Maintenance - Equipment | 343.35 |
| NICOR GAS | NICOR 90841110001 1041 S FRONTAGE RD | AP012020 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 340.52 |
| RAGS ELECTRIC | 2 STREET LIGHT REPAIRS | AP012020 | 4359 | Street Light Oper & Maint. | 2,725.10 |
| RED WING SHOES | LEPIC- BOOTS | AP012020 | 4219 | Liability Insurance | 231.73 |
| RED WING SHOES | GREEN- PANTS | AP012020 | 4269 | Uniforms | 86.38 |
| SITE ONE LANDSCAPE SUPPLY | SPRINKLER HEAD | AP012020 | 4257 | Supplies - Other | 21.02 |
| STANDARD INDUSTRIAL & AUTO EQU | COUPLERS, CLAMPS, HOSES (Paying difference from Inv 52994) | AP012020 | 4223 | Maintenance - Building | 359.44 |
| STATE INDUSTRIAL PRODUCTS | SLUDGE HAMMER, PRIMEZYME | AP012020 | 4223 | Maintenance - Building | 253.51 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 1/20/2020 Through 1/20/2020

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------------------|-------------------------------------|-------------------|------------------|--------------------------------|--------------------|
| STATE INDUSTRIAL PRODUCTS | BUILDING MAINTENANCE SUPPLIES | AP012020 | 4223 | Maintenance - Building | 248.45 |
| STATE INDUSTRIAL PRODUCTS | BUILDING MAINTENANCE SUPPLIES | AP012020 | 4223 | Maintenance - Building | 248.45 |
| TRAFFIC CONTROL AND PROTECTION | 3 NO SEMI PARKING SIGNS | AP012020 | 4257 | Supplies - Other | 146.55 |
| UNIQUE PRODUCTS & SERVICE CORP | JANITORIAL SUPPLIES FOR PD | AP012020 | 4223 | Maintenance - Building | 193.93 |
| UNIQUE PRODUCTS & SERVICE CORP | JANITORIAL SUPPLIES FOR PD | AP012020 | 4223 | Maintenance - Building | 26.00 |
| US GAS | GASES | AP012020 | 4257 | Supplies - Other | 33.56 |
| US GAS | TORCH GAS | AP012020 | 4257 | Supplies - Other | 96.00 |
| WESTOWN AUTO SUPPLY COMPANY | MAINTENANCE EQUIPMENT, PARTS | AP012020 | 4225 | Maintenance - Equipment | 110.00 |
| WESTOWN AUTO SUPPLY COMPANY | HEADLIGHT, SEAL BEAM | AP012020 | 4225 | Maintenance - Equipment | 300.18 |
| WESTOWN AUTO SUPPLY COMPANY | MAINTENANCE SUPPLIES | AP012020 | 4225 | Maintenance - Equipment | 265.23 |
| WESTOWN AUTO SUPPLY COMPANY | SPARK PLUG | AP012020 | 4225 | Maintenance - Equipment | 10.80 |
| WESTOWN AUTO SUPPLY COMPANY | CONNECTOR | AP012020 | 4225 | Maintenance - Equipment | 4.80 |
| | | | | Total Public Works, Streets | 31,205.77 |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/20/2020 Through 1/20/2020

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|----------------------|--|-------------------|------------------|-----------------------------|--------------------|
| AXON ENTERPRISES INC | 25 FT SMART CARTRIDGES FOR RANGE | AP012020 | 4217 | Investigation and Equipment | 3,300.00 |
| B & B JOINT VENTURE | ADMIN TOW JUDGE - DEC 2019 | AP012020 | 4219 | Liability Insurance | 200.00 |
| CHASE CARD SERVICES | IACP MEMBERSHIP RENEWAL FOR CHIEF THOMAS | AP012020 | 4213 | Dues and Subscriptions | 190.00 |
| CHASE CARD SERVICES | 2 COMPUTER MONITORS FOR RECORDS DEPT | AP012020 | 4225 | Maintenance - Equipment | 183.82 |
| CHASE CARD SERVICES | BLU RAY WRITER-DVD PLAYER - ROSE GONZALEZ | AP012020 | 4225 | Maintenance - Equipment | 88.79 |
| CHASE CARD SERVICES | BLU RAY WRITER-DVD PLAYER - RENTKA | AP012020 | 4225 | Maintenance - Equipment | 90.95 |
| CHASE CARD SERVICES | WINDSHIELD WIPER FLUID | AP012020 | 4229 | Maintenance - Vehicles | 8.38 |
| CHASE CARD SERVICES | SUPPLIES FOR HOLIDAY LIGHTS TOUR | AP012020 | 4239 | Public Relations | 18.72 |
| CHASE CARD SERVICES | LEGAL SIZED PAPER | AP012020 | 4253 | Supplies - Office | 78.83 |
| CHASE CARD SERVICES | 2 TONER | AP012020 | 4253 | Supplies - Office | 372.35 |
| CHASE CARD SERVICES | 3 FLASH DRIVES FOR DETECTIVES | AP012020 | 4253 | Supplies - Office | 92.97 |
| CHASE CARD SERVICES | FLASH DRIVES FOR EVIDENCE /DETECTIVES | AP012020 | 4253 | Supplies - Office | 212.30 |
| CHASE CARD SERVICES | 3 USB PHOTO STICKS FOR IPHONES /DETECTIVES | AP012020 | 4253 | Supplies - Office | 80.94 |
| CHASE CARD SERVICES | DVD'S FOR EVIDENCE /DETECTIVES | AP012020 | 4253 | Supplies - Office | 161.82 |
| CHASE CARD SERVICES | OFFICE SUPPLIES FOR POLICE DEPT | AP012020 | 4253 | Supplies - Office | 29.18 |
| CHASE CARD SERVICES | POST IT NOTES FOR POLICE DEPT | AP012020 | 4253 | Supplies - Office | 9.30 |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/20/2020 Through 1/20/2020

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|---------------------------|--|-------------------|------------------|-----------------------------|--------------------|
| CHASE CARD SERVICES | ENVELOPES AND LABELS | AP012020 | 4253 | Supplies - Office | 31.39 |
| CHASE CARD SERVICES | 8 MONTHLY PLANNERS FOR POLICE DEPT STAFF | AP012020 | 4253 | Supplies - Office | 130.24 |
| CHASE CARD SERVICES | INTEGRATED RESPONSE CONFERENCE- JUMP and LOREK | AP012020 | 4263 | Training and Education | 100.00 |
| CHASE CARD SERVICES | REFRESHMENTS FOR COMMAND STAFF MEETING | AP012020 | 4265 | Travel/Meetings | 24.99 |
| CHASE CARD SERVICES | SUPPLIES FOR COMMAND STAFF MEETING | AP012020 | 4265 | Travel/Meetings | 14.45 |
| CHASE CARD SERVICES | INTERNET FOR POLICE DEPT | AP012020 | 4267 | Telephone | 266.85 |
| CHRISTINE CHARKEWYCZ | PROSECUTION FEES- DEC 2019 | AP012020 | 4219 | Liability Insurance | 1,040.00 |
| CURRENT TECHNOLOGIES CORP | SUPPORT CALL: REBOOT BOOKING CAMERA | AP012020 | 4217 | Investigation and Equipment | 38.75 |
| DU-COMM | FACILITY LEASE (FEB 1 - APRIL 30, 2020) | AP012020 | 4325 | Consulting/Professional | 4,870.10 |
| DU-COMM | QUARTERLY SHARES -(FEB1 - APRIL 30,2020) | AP012020 | 4325 | Consulting/Professional | 97,250.25 |
| GEM BUSINESS FORMS, INC. | 1000 PARKING TICKET FORMS | AP012020 | 4235 | Printing and Forms | 1,019.00 |
| I.D.E.O.A. | IDEOA CONFERENCE- GLOMB | AP012020 | 4263 | Training and Education | 275.00 |
| I.D.E.O.A. | IDEOA CONFERENCE- VERSIS | AP012020 | 4263 | Training and Education | 275.00 |
| I.R.M.A. | DEDUCTIBLE - DEC 2019 | AP012020 | 4219 | Liability Insurance | 2,043.90 |
| INDUSTRIAL ORG SOLUTIONS | M CACHRO PSYCH EVAL | AP012020 | 4205 | Boards and Commissions | 485.00 |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/20/2020 Through 1/20/2020

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|--------------------------------|---|------------|-----------|----------------------------|-------------|
| KING CAR WASH | POLICE SQUAD WASHES - DEC 2019 | AP012020 | 4229 | Maintenance - Vehicles | 331.00 |
| MCKESSON MEDICAL-SURGICAL GOVT | CPR PADS | AP012020 | 4219 | Liability Insurance | 134.77 |
| RAY O'HERRON CO. INC. | NEW OFFICER UNIFORM- KONRAD KANO | AP012020 | 4269 | Uniforms | 304.45 |
| RAY O'HERRON CO. INC. | NEW OFFICER UNIFORM- NICK NELSON | AP012020 | 4269 | Uniforms | 349.45 |
| RAY O'HERRON CO. INC. | NEW OFFICER UNIFORM- NICK NELSON | AP012020 | 4269 | Uniforms | 900.02 |
| RAY O'HERRON CO. INC. | NWE OFFICER UNIFORM - KONRAD KANO | AP012020 | 4269 | Uniforms | 943.46 |
| RAY O'HERRON CO. INC. | HELLMANN- BP VEST | AP012020 | 4269 | Uniforms | 677.40 |
| RAY O'HERRON CO. INC. | SWAT-MERIT UNIFORMS FOR TOPEL and SOMOGYE | AP012020 | 4269 | Uniforms | 1,547.99 |
| ROSENTHAL, MURPHEY, COBLENTZ | WILBUT VS DARIEN 19MR1041 | AP012020 | 4219 | Liability Insurance | 1,210.23 |
| ROSENTHAL, MURPHEY, COBLENTZ | BOZEK DISCIPLINARY MATTER | AP012020 | 4219 | Liability Insurance | 165.00 |
| ROSENTHAL, MURPHEY, COBLENTZ | BOZEK DISCIPLINARY MATTER | AP012020 | 4219 | Liability Insurance | 385.00 |
| VERIZON WIRELESS | VERIZON WIRELESS BILL | AP012020 | 4267 | Telephone | 756.21 |
| VILLAGE OF LEMONT | RANGE RENTAL FEE (12-23-19) | AP012020 | 4243 | Rent - Equipment | 100.00 |
| WILLOWBROOK FORD, INC. | PARTS/REPAIR ON D33 | AP012020 | 4229 | Maintenance - Vehicles | 5,815.68 |
| WILLOWBROOK FORD, INC. | RETURN ON INV 5143537 | AP012020 | 4229 | Maintenance - Vehicles | (1,250.00) |
| WILLOWBROOK FORD, INC. | LINKS FOR D33 | AP012020 | 4229 | Maintenance - Vehicles | 70.26 |
| WILLOWBROOK FORD, INC. | PARTS FOR D33 | AP012020 | 4229 | Maintenance - Vehicles | 76.07 |
| | | | | Total Police Department | 125,500.26 |

**CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 1/20/2020 Through 1/20/2020**

| <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 General Fund | 439,911.77 |

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 1/20/2020 Through 1/20/2020

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|-----------------------------|---|------------|-----------|--------------------------------|-------------|
| ALLIED GARAGE DOOR INC. | GARAGE DOOR REPAIR AT PUBLIC WORKS | AP012020 | 4223 | Maintenance - Building | 256.00 |
| CHASE CARD SERVICES | WATER SYSTEM MAINTENANCE | AP012020 | 4231 | Maintenance - Water System | 108.98 |
| CHASE CARD SERVICES | AWWA CLASS REGISTRATION | AP012020 | 4263 | Training and Education | 397.00 |
| CHASE CARD SERVICES | AWWA CLASS REGISTRATION | AP012020 | 4263 | Training and Education | 83.00 |
| CINTAS FIRST AID AND SAFETY | REPLENISH FIRST AID CABINET AT PUBLIC WORKS | AP012020 | 4219 | Liability Insurance | 142.37 |
| CLEAN SLATE INC | JANITORIAL SERVICES PW | AP012020 | 4223 | Maintenance - Building | 485.62 |
| COM ED | COM ED 3118112014 2103 75TH ST PUMP | AP012020 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 583.65 |
| CORE & MAIN | SAW PARTS (Non Bid Item) | AP012020 | 4225 | Maintenance - Equipment | 515.49 |
| DUPAGE COUNTY PUBLIC WORKS | SEPTIC HAULING (NOV-DEC 2019) | AP012020 | 4223 | Maintenance - Building | 125.63 |
| DUPAGE WATER COMMISSION | WATER PURCHASE | AP012020 | 4340 | DuPage Water Commission | 350,017.22 |
| HAWKINS INC | CHLORINE | AP012020 | 4255 | Supplies - Operation | 683.15 |
| HOME DEPOT | SUPPLIES AND TOOLS | AP012020 | 4223 | Maintenance - Building | 330.46 |
| HOME DEPOT | SUPPLIES AND TOOLS | AP012020 | 4231 | Maintenance - Water System | 211.60 |
| I.R.M.A. | DEDUCTIBLE - DEC 2019 | AP012020 | 4219 | Liability Insurance | 2,500.00 |
| I.R.M.A. | 2020 ANNUAL DEDUCTIBLE | AP012020 | 4219 | Liability Insurance | 157,486.00 |
| JULIE, INC. | J.U.L.I.E DUES | AP012020 | 4325 | Consulting/Professional | 5,006.15 |
| NICOR GAS | NICOR 90841110001 1041 S FRONTAGE RD | AP012020 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 340.52 |
| NICOR GAS | NICOR 23644110001 8600 LEMONT RD | AP012020 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 185.57 |
| NICOR GAS | NICOR 12344110007 18797 MANNING DR | AP012020 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 104.78 |
| NICOR GAS | NICOR 05002110004 1930 MANNING RD | AP012020-2 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 142.86 |

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 1/20/2020 Through 1/20/2020

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------------------|---|-------------------|------------------|------------------------------|--------------------|
| RAGS ELECTRIC | POLE TAKE DOWN-CLARENDON HILLS /ROGER (Water Main Break) | AP012020 | 4231 | Maintenance - Water System | 770.00 |
| STATE INDUSTRIAL PRODUCTS | SLUDGE HAMMER, PRIMEZYME | AP012020 | 4223 | Maintenance - Building | 253.50 |
| STATE INDUSTRIAL PRODUCTS | BUILDING MAINTENANCE SUPPLIES | AP012020 | 4223 | Maintenance - Building | 248.44 |
| STATE INDUSTRIAL PRODUCTS | BUILDING MAINTENANCE SUPPLIES | AP012020 | 4223 | Maintenance - Building | 248.44 |
| SUBURBAN LABORATORIES | WATER SAMPLES | AP012020 | 4241 | Quality Control | 285.00 |
| US GAS | GASES | AP012020 | 4231 | Maintenance - Water System | 33.56 |
| USABLUBOOK | CHLORINE INJECTOR | AP012020 | 4231 | Maintenance - Water System | 334.95 |
| VERIZON WIRELESS | VERIZON WIRELESS BILL | AP012020 | 4267 | Telephone | 539.38 |
| ZIEBELL WATER SERVICE PRODUCTS | WATER MAIN CLAMPS | AP012020 | 4231 | Maintenance - Water System | 1,141.00 |
| ZIEBELL WATER SERVICE PRODUCTS | WATER MAIN CLAMPS | AP012020 | 4231 | Maintenance - Water System | <u>524.00</u> |
| | | | | Total Public Works, Water | <u>524,084.32</u> |
| | | | | Total Water Fund | <u>524,084.32</u> |

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 1/20/2020 Through 1/20/2020

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------------|----------------------------|-------------------|------------------|----------------------|--------------------|
| COMPASS MINERALS AMERICA | 514.11 TONS OF ROCK SALT | AP012020 | 4249 | Salt | 40,817.15 |
| COMPASS MINERALS AMERICA | ROCK SALT | AP012020 | 4249 | Salt | <u>1,833.42</u> |
| | | | | Total MFT Expenses | <u>42,650.57</u> |
| | | | | Total Motor Fuel Tax | <u>42,650.57</u> |

CITY OF DARIEN
Expenditure Journal
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 1/20/2020 Through 1/20/2020

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------|----------------------------|-------------------|------------------|------------------------------------|--------------------|
| WEX BANK | GAS FOR POLICE DEPT | AP012020 | 4273 | Vehicle (Gas and Oil) | 101.52 |
| | | | | Total Drug Forfeiture Expenditures | 101.52 |
| | | | | Total State Drug Forfeiture Fund | 101.52 |

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 1/20/2020 Through 1/20/2020

| <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 | GIS MAPPING WATER ATLAS | AP012020 | 4390 | Capital Improv-Infrastructure | 426.00 |
| | | | | Total Depreciation Expenses | 426.00 |
| | | | | Total Water Depreciation Fund | 426.00 |

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 1/20/2020 Through 1/20/2020

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|-------------------------------|---|------------|-----------|------------------------------------|-------------|
| BRODERICK HOLDINGS LLC | ECONOMIC INCENTIVE PAY #4 | AP012020 | 4400 | Economic Incentive | 31,572.70 |
| CHASE CARD SERVICES | PORTABLE JOHN FOR 67TH ST DITCH PROJECT | AP012020 | 4376 | Ditch Projects | 144.73 |
| CHASE CARD SERVICES | PORTABLE JOHN FOR 67TH ST DITCH PROJECT | AP012020 | 4376 | Ditch Projects | (144.73) |
| CHRISTOPHER B. BURKE ENG, LTD | 2020 ROAD PROGRAM-CORES | AP012020 | 4325 | Consulting/Professional | 10,112.00 |
| CHRISTOPHER B. BURKE ENG, LTD | 2020 ROAD PROGRAM- DESIGN | AP012020 | 4325 | Consulting/Professional | 4,716.59 |
| CHRISTOPHER B. BURKE ENG, LTD | 67TH ST IMPROVEMENTS- (CLARENDON HILLS TO ALABAMA) | AP012020 | 4325 | Consulting/Professional | 3,204.00 |
| SCORPIO CONSTRUCTION CORP | DITCH PROGRAM: 67TH STREET | AP012020 | 4376 | Ditch Projects | 102,930.00 |
| SCORPIO CONSTRUCTION CORP | DITCH PROJECT: 67TH STREET | AP012020 | 4376 | Ditch Projects | 81,595.00 |
| SCORPIO CONSTRUCTION CORP | DITCH PROJECT: 67TH STREET GRADING (SOUTH SIDE) | AP012020 | 4376 | Ditch Projects | 6,480.00 |
| SCORPIO CONSTRUCTION CORP | TWO CMP F.E.S. INSTALLED - 7317 EVANS PLACE | AP012020 | 4376 | Ditch Projects | 5,376.00 |
| THE BANK OF NEW YORK MELLON | AGENT FEE | AP012020 | 4945 | Debt Retire - Property | 750.00 |
| | | | | Total Capital Fund Expenditures | 246,736.29 |
| | | | | Total Capital Improvement Fund | 246,736.29 |

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 1/20/2020 Through 1/20/2020

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------|----------------------------|-------------------|------------------|-------------------|--------------------|
| Report Total | | | | | 1,253,910.47 |

BUSINESS CARD STATEMENT



Customer Service:
1-800-275-0863



Mobile: Download the
Chase Mobile® app today

| January 2020 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 29 | 30 | 31 | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |

New Balance
\$3,179.66
Minimum Payment Due
\$35.00
Payment Due Date
01/24/20

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

ACCOUNT SUMMARY

| | |
|--------------------------------------|---------------------|
| Previous Balance | \$2,757.56 |
| Payment, Credits | -\$2,902.29 |
| Purchases | +\$3,324.39 |
| Cash Advances | \$0.00 |
| Balance Transfers | \$0.00 |
| Fees Charged | \$0.00 |
| Interest Charged | \$0.00 |
| New Balance | \$3,179.66 |
| Opening/Closing Date | 12/03/19 - 01/02/20 |
| Credit Limit | \$50,000 |
| Available Credit | \$46,820 |
| Cash Access Line | \$10,000 |
| Available for Cash | \$10,000 |
| Past Due Amount | \$0.00 |
| Balance over the Credit Limit | \$0.00 |



ACCOUNT ACTIVITY

| Date of Transaction | Merchant Name or Transaction Description | \$ Amount |
|---------------------|--|-----------|
| 12/18 | Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$2757.56- INCLUDING PAYMENTS RECEIVED | -2,757.56 |
| 12/05 | AMZN Mktp US*S56P567D3 Amzn.com/bill WA DVD PLAYER RENTKA | 90.95 |
| 12/07 | COMCAST CHICAGO 800-COMCAST IL. POLICE DEPT INTERNET | 266.65 |
| 12/08 | Amazon.com*FT3O94NAS Amzn.com/bill WA POST IT NOTES | 9.30 |
| 12/06 | STAPLS7302704574000001 877-8267755 MI ENVELOPES + LABELS | 31.99 |
| 12/06 | Amazon.com*OX28T1V3 Amzn.com/bill WA 8 MONTHLY PLANNERS | 130.24 |
| 12/08 | Amazon.com*DH5838LA3 Amzn.com/bill WA 2 COMPUTER MONITORS | 163.82 |
| 12/10 | AMZN Mktp US*Z64PS05E3 Amzn.com/bill WA DVD PLAYER-ROSE | 88.79 |
| 12/11 | STAPLS7302866891000001 877-8267755 MI TONER | 372.95 |
| 12/11 | AMZN Mktp US*MN2AJ0KU3 Amzn.com/bill WA FLASH-DRIVES-DETECTIVES | 92.97 |
| 12/12 | AMZN Mktp US*UH2PC9KX3 Amzn.com/bill WA FLASH DRIVES - EVIDENCE | 212.30 |
| 12/15 | AMZN Mktp US*MW7SJ6GR3 Amzn.com/bill WA 3 PHOTO STICKS-IPHONE | 80.94 |
| 12/15 | Amazon.com*W68GY28V3 Amzn.com/bill WA DVD'S FOR EVIDENCE | 161.82 |
| 12/19 | IACP 703-647-7279 VA MEMBERSHIP RENEWAL-CHIEF | 190.00 |
| 12/27 | PAYPAL *DISASTER RS 402-935-7733 CA 2 - CONFERENCE - JUMP-LOREK | 100.00 |
| 12/28 | STAPLS7303286549000001 877-8267755 MI OFFICE SUPPLIES ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$2040.90 | 29.18 |
| 12/26 | PORTABLE JOHN 815-8387000 IL - CREDIT 67 th ST. PROJECT | -144.73 |
| 12/04 | SP * THE DEAN SUPPLY C SHOPATDEAN.MY OH DYE FOR FOUNTAIN | 85.21 |
| 12/07 | MYTITLESUPPORT COM 866-7307808 CA - LIEN RELEASE | 23.00 |
| 11/20 | JEWEL-OSCO DARIEN IL | 17.96 |
| 12/07 | NOR*NORTHERN TOOL 800-222-5381 MN | 69.97 |
| 12/07 | MYTITLESUPPORT COM 866-7307808 CA - LIEN RELEASE | 23.00 |
| 12/09 | CHICAGO TRIB SUBSCRIPTIO 312-546-7900 TX - SUBSCRIPTION | 15.96 |
| 12/10 | INDELCO PLASTICS CORP 800-486-8456 MN WATER SYSTEM MAINT | 108.98 |
| 12/19 | PORTABLE JOHN 815-8387000 IL - 67 th STREET PROJECT | 144.73 |
| 12/19 | ILLINOIS AWWA 866-5213595 IL) CLASS REGISTRATION-CARLSON | 83.00 |
| 12/19 | ILLINOIS AWWA 866-5213595 IL) | 397.00 |
| 12/22 | COMCAST CHICAGO 800-COMCAST IL PUBLIC WORKS INTERNET DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 6085) \$915.93 | 111.85 |
| 12/13 | DOLLAR TREE DOWNERS GROVE IL TREAT BAGS X-MAS | 5.00 |
| 12/13 | WAL-MART #2215 DARIEN IL HOLIDAY LIGHTS TREATS | 72.46 |
| 12/17 | WAL-MART #2215 DARIEN IL SUPPLIES FOR MEETING | 14.45 |
| 12/18 | WAL-MART #2215 DARIEN IL HOLIDAY LIGHTS TREATS | 18.72 |
| 12/18 | JEWEL-OSCO DARIEN IL REFRESHMENTS FOR MEETING | 24.99 |
| 12/27 | STAPLES 00117671 WILLOW BROOK IL LEGAL SIZE PAPER | 78.83 |
| 12/31 | SPEEDWAY 07765 7502 CASS DARIEN IL WINDSHIELD WIPER FLUID THERESA ESTRADA TRANSACTIONS THIS CYCLE (CARD 8231) \$222.83 | 8.38 |

| 2020 Totals Year-to-Date | |
|--------------------------------|--------|
| Total fees charged in 2020 | \$0.00 |
| Total interest charged in 2020 | \$0.00 |

AGENDA MEMO
CITY COUNCIL
Meeting Date: January 20, 2020

Issue Statement

Consideration of a motion to grant a waiver of the raffle license bond requirement for Watts of Love.

BACKUP

Background/History

Watts of Love has applied for a raffle license; the raffle will be held on February 1, 2020. They have also requested a waiver of the bond requirement. The City regularly waives this requirement for qualified charitable, non-profit organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Watts of Love raffle be waived.

Alternate Consideration

Do not waive the bond requirement.

Decision Mode

This item will be placed on the January 20, 2020 City Council Agenda for formal consideration.



From: [Esther Scheele](#)
To: [Maria Gonzalez](#)
Cc: signaeventdesign@aol.com; [Christie Dunne](#); [Nancy Economou](#)
Subject: RE: Raffle License Application
Date: Monday, January 6, 2020 2:24:20 PM
Attachments: [501c3-letter.pdf](#)

Hello Maria,

We would like the Raffle License Bond fee to be waived! We would greatly appreciate this. I've attached a copy of our 501c3 letter from the IRS. We have been a nonprofit since 2012!

What else can I provide for you? Thank you soo very much! You ladies are wonderful!

Sincerely,

Esther Scheele
Executive Assistant / Office Manager
Watts of Love

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

NAME OF ORGANIZATION: Watts of Love

ADDRESS: 900 Warren Ave Suite 3, Downers Grove, IL 60515

TELEPHONE NUMBER: 630-576-1142 FAX NUMBER: _____

TYPE OF ORGANIZATION: Charitable
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

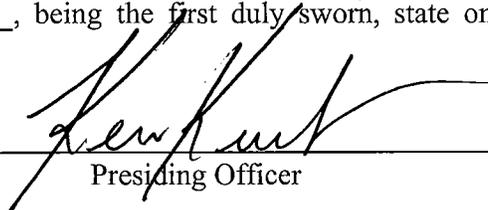
LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Chateau Orleans Banquets/Chuck's Cafe 8025 S. Cass Avenue, Darien, IL

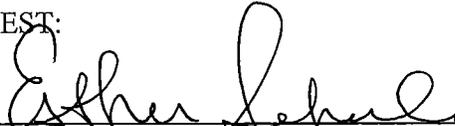
LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
9:00am - 12:45pm

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
February 1, 2020 12:45pm

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Chateau Orleans Banquets/Chuck's Cafe 8025 S. Cass Avenue, Darien, IL

I, Kevin Kuster, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.


Presiding Officer

ATTEST:

Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
CITY COUNCIL
Meeting Date: January 20, 2020

Issue Statement

Consideration of a motion to grant a waiver of the raffle license bond requirement for the Darien Historical Society.

BACKUP

Background/History

The Darien Historical Society has applied for a raffle license; the raffle will be held on January 26, 2020. They have also requested a waiver of the bond requirement. The City regularly waives this requirement for qualified charitable, non-profit organizations.

Staff/Committee Recommendation

It is recommended that the raffle license bond requirement for the Darien Historical Society raffle be waived.

Alternate Consideration

Do not waive the bond requirement.

Decision Mode

This item will be placed on the January 20, 2020 City Council Agenda for formal consideration.

Darien Historical Society



Old Lace School

January 10, 2020

Jo Anne Ragona
City Clerk

1702 Plainfield Road

Darien, IL 60561

Dear Ms. Ragona and City Council:

The Darien Historical Society requests a license for a raffle at our "Sunday Dinner" on Sunday, January 26, 2020, held at Alpine Banquets, between 1:00 - 4:30 p.m.

In addition kindly allow a waiver of fees on our behalf.

With our deep appreciation,

Alicia Brennan

DHS Secretary

630-964-6742

Please send to 85061 Adams St.
Darien, IL 60561

CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License
 Class B License

NAME OF ORGANIZATION: Darien Historical Society

ADDRESS: 7422 Cass Avenue, Darien, IL 60561

TELEPHONE NUMBER: 830-964-6792 FAX NUMBER: _____

TYPE OF ORGANIZATION: Educational
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Alpine Banquets

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
1:00 - 4:30

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
January 26, 2020 4:00 pm

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Cass + Frontage Road in Darien

I, Alie M. Brennan, being the first duly sworn, state on oath that the foregoing organization is a not-for-profit organization.

Deea Rodkin
Presiding Officer

ATTEST:

Alie Brennan
Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

AGENDA MEMO
City Council
January 20, 2020

ISSUE STATEMENT

Motion to accept the Strategic Communications Plan prepared by Metro Strategies.

BACKGROUND/HISTORY

During the October 2019 Goal Setting session, the commonality throughout the council was to provide better communication tools to the City's residents/businesses. At the November 18th City Council meeting, Council agreed to a motion to accept a proposal from Metro Strategies to conduct a communication analysis and develop a resident engagement plan.

The [attached plan](#) identifies the framework needed to guide the City in implementing an effective and robust communications plan. Further, the plan outlines the recommended goals, objectives and specific strategies that will lead to effective, accurate, professional and consistent communications and storytelling.

The City's existing communication tools were outlined along with the goals/strategies Metro Strategies suggested.

STAFF/COMMITTEE RECOMMENDATION

Committee recommends accepting the Strategic Communications Plan prepared by Metro Strategies.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the January 20, 2020, City Council Agenda for consideration.



STRATEGIC COMMUNICATIONS PLAN

Prepared for the City of Darien
by Metro Strategies, Inc.



Communications Plan

The Darien City Council participated in a goal setting discussion in October 2019 and identified enhanced resident communications as a top priority. That discussion concluded with a consensus that the City develop a communications plan.

The purpose of this recommended plan is to provide a framework that guides the City of Darien in implementing an effective and robust communications program.

The plan outlines recommended goals, objectives and specific strategies that will lead to effective, accurate, professional and consistent communications and storytelling. These efforts will not only increase awareness about the City and its programs and services, they will help bolster the City's brand identity and position the City as a trusted, first source of information. Over time, effective communications will help grow relationships with residents and stakeholders and build trust and confidence in the City's elected officials and staff. Strong communications will also likely result in more citizen engagement and public participation in policy and programs.

THE PLAN

- Summarizes research/analysis findings
- Defines the City's goals/objectives
- Recommends strategies to achieve the City's goals

This plan was developed based on research, analysis and information gathering, and leverages communications best practices.

RESEARCH/ANALYSIS

Metro Strategies met with the Darien leadership team to discuss existing communications activities, priorities and future goals. Here is a summary of the findings:

VOICE

The voice of Darien is unified and in alignment with the mayor's and council's vision; professional and performance-driven; friendly; helpful; responsive and genuine.

COMMUNICATIONS VALUES

When asked what differentiates the City from other municipalities, the team described the extraordinary level of professionalism and committed work ethic that permeates throughout the organization. The City's motto – "A Nice Place to Live" – is exemplified by staff and they strive to live out this mantra in everything they do. This team consistently "goes above and beyond."

The City has built an excellent reputation of efficient governance and management and maintains a high standard of service delivery. The City operates with a lean staff who are cross trained to maximize operational efficiencies. City staff, along with residents, also value Darien's lower crime rate compared to other communities.

Our Communications will be...

The team shared their input on how they view the City's future communications. It is recommended that all communications exemplify the voice and values of Darien through words and imagery.

Positive
Genuine
Authentic
Transparent
Appeals to human interest
Proactive **Concise**
Visually appealing
Relatable
Engaging
Timely
Pro economic
development

Communications Goals

The group described their communications goals. This plan breaks them into primary and secondary based on the group's comments and feedback.

PRIMARY

- An informed public/citizenry
- Increased connection/engagement
- Increased trust/confidence
- The City is viewed as a trusted source of information
- Tell the City's stories

SECONDARY

- Targeted communication (to a specific geographic audience)
- Increased community pride and volunteerism

STRATEGIES/TACTICS

- As part of this discussion, the mayor and staff also shared strategies/tactics to help achieve these goals, including:
 - Reach more people
 - Develop a more interactive, user-friendly website

Existing Communication Tools/Vehicles

WEBSITE

The City of Darien website has a wide range of content, which is regularly updated by staff. The City's website should be the primary source of information for all audiences. The website is mobile-friendly, and the City also has a mobile app (Darien Connect) available for download. The global navigation is consistent with other local governments. The homepage features fresh content under "Upcoming Events" and "News & Announcements." The City has a decentralized content management process where departmental staff is responsible for updating content.

DIRECT CONNECT eNEWS

The City publishes weekly Direct Connect eNews and also sends special eNews, as needed. It features city news, including meeting notices, service updates, as well as community news and happenings. The sidebar includes a meeting schedule, contact information with direct links to emails, as well as links to social media platforms.

SOCIAL MEDIA

The City uses several social media platforms, including:

- Nextdoor
- Facebook
- Twitter (Village and Police Department)
- YouTube

FREQUENCY

Ongoing

Weekly and as needed

Periodically

EVALUATION MEASUREMENT

- Website analytics; Darien Connect downloads not available
- Citizen Action Center Requests - 534 in 2019
- 2016 Darien Resident Survey indicated that 87.82% of 468 respondents (or 411) are satisfied with the information contained on the City's website.

- 4,210 subscribers
- Average open rate: 50%
- 2016 Darien Resident Survey indicated that 89.47% of 437 respondents (or 391) obtain information about the City from email

- Twitter
 - @DarienPolice: 1,219 Followers
 - @CityofDarien: 679 Followers
- Facebook
 - 2,490 likes / 2,714 Followers
- Nextdoor not available
- YouTube Darien Cable Channel
 - 51 subscribers

KEY TARGET AUDIENCE

Residents, businesses, visitors, community partners

Residents, businesses, visitors, community partners

Residents, businesses, visitors, community partners

Existing Communication Tools/Vehicles

PRINT NEWSLETTER

The City, in partnership with other agencies, including School District 61, the Park District and Chamber, mails the Neighbors of Darien community magazine to all Darien households. The City has four pages of content plus the mayor's column. The City also includes the annual water report in the magazine.

VIDEO (CABLE CHANNEL & OTHER)

The City broadcasts its council meetings on Darien Cable TV (Channel 6) and posts meeting videos to the City's website and on YouTube. The City is working with a video production team to produce a new marketing video.

TRADITIONAL MEDIA

Local news outlets that have covered the City of Darien: Patch, Chicago Tribune (Local Suburbs/The Doings/Pioneer Press)

FREQUENCY

Six times annually

Ongoing

Periodically

EVALUATION MEASUREMENT

2016 Darien Resident Survey indicated that 37% of 437 respondents (or 162) obtain information about the City from Neighbors Magazine

Average YouTube views for last five meetings is 64.8.

2016 Darien Resident Survey indicated that 13.5% of 437 respondents (or 59) obtain information about the City from television.

Not available

KEY TARGET AUDIENCE

Residents (households)

Residents, businesses, community partners

Residents, businesses, visitors, community partners

1

Tell Darien's Story

Communicate city news and information in a timely, transparent and accurate manner so that citizens, businesses, visitors and partners are knowledgeable about City government and community happenings.

STRATEGIES:

A. Create and utilize an annual content calendar to shape and guide communications activities. A shared communications calendar is a best practice to build and track content to assure alignment with the City's news items and communications priorities.

B. Share informative and compelling content consistently, leveraging different communications/engagement tools and platforms.

C. Build relationships with local media to garner positive news coverage and provide City content more regularly.

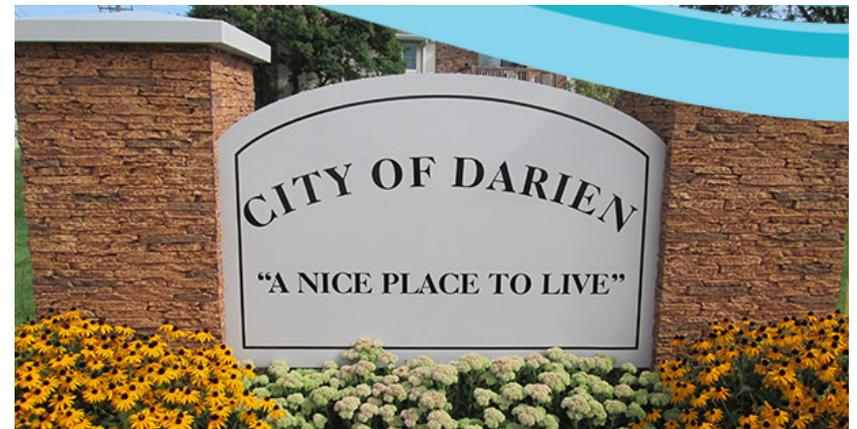
D. Find and tell human interest stories relative to the City – which feature people and their unique stories – to engage audiences in a compelling way.

E. Establish a communications team that coordinates regularly with City staff and fosters strong working relationships with departments and staff to develop original content and populate the calendar.

F. Monitor analytics/metrics across platforms and use data and trends to shape the communications strategy and content planning.

MEASURES: CREATE PLANNING AND TRACKING TOOLS

- Annual Content Calendar
- Communications/Engagement metrics reporting



2

Create Effective and Compelling Content

As the saying goes, “content is king.” The better your content, the higher your reach and engagement. It’s no surprise that people’s time to digest information and attention spans are limited. To get a return on your communications investment, content must stand out, tell a strong story and engage your audience using visual content (text, pictures, infographics, video) to effectively convey stories, facts, ideas and messages.

STRATEGIES:

- A. Develop and deliver consistent visually appealing content that incorporates the City’s key messages, Council priorities, City services, programs and projects, and demonstrates operational transparency and humanizes government (the work government is doing).
- B. Use photos and imagery whenever possible for better storytelling and increased reach and engagement.
- C. Write copy that is concise and easy to understand. (Journalism rule: write at a 5th grade level).
- D. Explore opportunities to hire a professional photographer to build a photo library and/or recruit and train key staff to take photos and capture short videos (on smart devices) for use across print and electronic communications.

MEASURES: RESULTS/OUTCOMES OF CONTENT SHARING

- Growth in reach and engagement across platforms

Strategic Budget Priorities

The Village’s 2020 Budget fulfills the community’s needs by focusing on these key priorities to ensure that Wilmette retains its hometown identity, high quality of life and natural beauty.

| | |
|--|---|
|  <p>Public Safety Nationally accredited police and fire departments provide 24/7 ambulance, fire, police and 9-1-1 services through community-oriented policies that garner the community’s trust and support.</p> |  <p>Economic Development Create a thriving business environment and economy by way of supporting existing businesses and recruiting new and innovative companies.</p> |
|  <p>Infrastructure Forward-thinking investment into the Village’s vast infrastructure, including stormwater management, water plant, roads and facilities.</p> |  <p>Service Delivery Maintain excellent services, such as leaf collection, composting, refuse and recycling services, snow and ice control and drinking water.</p> |
|  <p>Technology Continued improvements in customer service through the use of technology like Smart-911, My311, Community Portal and e-billing.</p> |  <p>Good Governance Meet the highest standards of accountability, stability and fiscal responsibility, including Aaa bond rating—the highest possible rating—and awards for achievement in financial reporting and budgeting.</p> |

2020 Capital Improvement Projects

Total Planned Investment: \$40.3 million
The Village of Wilmette is strategically investing in capital improvements with a significant focus on improving our road system. For example, this budget allocates \$5.6 million toward roads, sidewalks and alleys, of which \$0.5 million is grant funded.

| | | | |
|--|---|--|--|
| <p>\$355,000 • Fire Equipment • Communications Equipment Equipment</p> | <p>\$1.08 million • 4 Hybrid squad cars • Ambulance • 6 Public Works trucks • Sidewalk snowplow • Fire utility vehicle Vehicles</p> | <p>\$5.6 million • Roads • Alleys • Brick Streets • Sidewalks • Traffic Calming Road System Improvements</p> | <p>\$33.3 million • Neighborhood Storage Improvements • Sewer Lining • Sewer Main Repairs • Water Main Surge Suppressors • Water Plant Electrical Improvements • Water and Sewer Vehicles Water & Sewer Infrastructure</p> |
|--|---|--|--|

Our police cars are going green!

Excerpt from Fiscal Year 2020 Budget in Brief by Metro Strategies for the Village of Wilmette

3

Deliver multi-channel engagement

Deliver multi-channel communications engagement to build an informed citizenry, increase transparency and build public trust/confidence in City government.

3a. WEBSITE

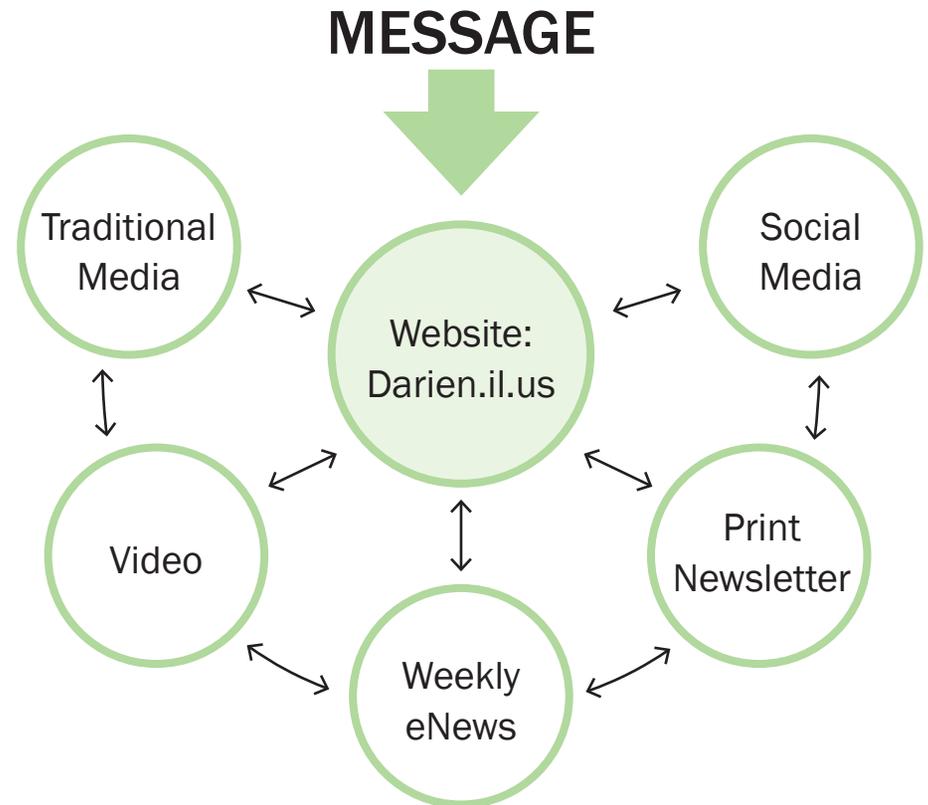
The City of Darien’s website should be at the center of its communications program and all communications should point back to this. (It’s considered the “motherhip” of your communications strategy).

STRATEGIES:

- A. Evaluate the City’s website content management process. Identify content editors who are responsible (and held accountable) for keeping content up to date.
- B. Frequently update content on the homepage and add videos (when possible).
- C. Incorporate more videos (e.g.: Message from the Mayor).
- D. Explore a community calendar module whereby partner agencies could populate events and happenings. During the strategy meeting, staff identified this as a priority that would be very beneficial for both staff and residents.
- E. When/if the City transitions to a different web platform, include functionality to add a scrolling banner for important/critical information.

MEASURES:

- Growth in website visits and click-throughs (from eNews and social media)



3

3b. SOCIAL MEDIA

The City's current social media platforms (Facebook, Twitter, Nextdoor) are the most effective channels to reach your target audiences and these are consistent with other local governments social media programs. There are specific strategies that can be implemented to achieve higher reach and engagement.

STRATEGIES:

- A. Post content regularly and strategically. Each platform's audience engages slightly differently – tailor content and frequency accordingly.
- B. Engage with users by monitoring and responding to social media activity. The City should “like” posts and respond to comments/messages in a timely, personable and transparent way. This can lead to loyal followers and can amplify posts. It also can quickly dispel rumors and misinformation. Social media managers should respond as soon as possible. If they don't have the answer, let the commenter know that they are going to ask the subject matter expert, and will respond as soon as they can.
- C. Create compelling and interesting content to gain better reach. Explore content series opportunities like “Feel Good Fridays,” “Fun Fact Friday” and “Monday Message from the Mayor.”
- D. Share interesting facts and data points about City policies, programs and people.
- E. Invest in liking/following all partners' social accounts and invite them to like the City's pages. Also share partners' posts regularly. Pages are more likely to engage with you if you engage with them.
- F. Invest in growing your social media audiences. For example, encourage staff to like/follow the City and invite their friends to like/follow. Social media managers should monitor post engagement and invite those who have liked posts to like the City's page.
- G. On Twitter, use hashtags and mentions whenever possible. Hashtagging categorizes tweets in searches and can help amplify your message. Also, “tag” other organizations as appropriate to notify that person/agency and engage with their audience to expand the City's reach.
- H. Update City Council and staff email electronic signatures to add direct social media links or icons (as well as Direct Connect).
- I. Boost appropriate content on Facebook to reach a new audience, increase reach and engagement and increase page likes.
- J. Incorporate more interactive/two-way communication, including Twitter and Facebook Chats, Facebook Live, question/survey functionality and even fun contests. Facebook prioritizes “Live” content in newsfeeds so it will result in higher reach and engagement. Events will require advance promotion but will result in a stronger reach and following. The City could utilize social media polls to obtain input on a policy question/decision and the responses can be shared with the Council.
- K. Develop and implement a social media usage policy. (The consultant team can provide examples). This will protect the City when managing content and potentially removing posts that are in violation of the stated policy.
- L. Recommend procuring a social media records retention subscription service and establishing a retention disposal process.

MEASURES:

- Communications/ Engagement metrics monitoring and reporting
- Growth in number of followers/ likes to platform
- Comment response time

3

3c. DIRECT CONNECT ENEWS

Email communication continues to be a successful strategy for local governments as it is convenient and, most importantly, effective. While the Darien Direct Connect eNews is the most effective source to obtain information, as indicated in the Citizen Survey, specific strategies are recommended to build on this foundation, grow subscribers and deliver valuable, digestible content.

STRATEGIES:

- A. Update the eNews layout and design. The header and overall look and feel should reflect the City’s brand (or personality) and promote readability, allowing readers to efficiently take in the information in the email.
- B. Keep design and copy minimal. The current eNews is text heavy. A new layout that organizes content into digestible pieces of text with compelling images will improve readability (especially on mobile devices).
- C. Copy should be concise and follow the inverted pyramid model – most important points at the top (like in a newspaper article). Overall content in the eNews should also be prioritized by importance and articles should be limited to six to eight per eNews edition. Calendar items can be grouped and listed in a consistent spot that readers know to reference each week. The focus of content should be informative/educational and include calls to action and website links whenever possible. It should be skimmable and messages should be quick and to the point to grab and keep attention. Readers should be directed to a website to read more or learn more.
- D. Customize email subject lines. Currently, the subject lines reads: Darien Direct Connect – Date. Create a unique, creative, engaging subject line for each eNews that describes the content that is included and entices recipients to open the email.
- E. Continue to send eNews weekly and send special eNews to bring attention to specific topics. In addition to “hot topics,” other topics that are likely to garner interest and engagement include: Year in Review (highlights/success from previous year); Capital Projects Overview; Council Priorities (annual); Winter Weather - Things You Should Know (parking restrictions, snow plow routes, etc).
- F. Develop and implement a process to grow and manage subscribers.
 1. Add sign-up box to City homepage and add eNews icon to website navigation banner.
 2. Promote sign ups regularly on social media.
 3. Utilize Constant Contact “text to join” feature.
 4. Leverage email databases at City (e.g. Citizen Action Center emails).
 5. Create visual promotional materials (e.g. postcard) to distribute to audiences. This can be used in the new resident packet, distributed at community events, made available at City hall and other high traffic places. Consider adding sign up information to business cards.

MEASURES:

- Growth in subscribers
- Growth in open rates
- Growth in click-throughs

Mobile is a “must”

- **More than 60%** of email opens are on a mobile device.
- The average adult spends more than **3 hours per day** on a mobile device
- The average attention span is just **8 seconds**
- The majority of U.S. Facebook users are “**mobile-only**”

3

3d. PRINT NEWSLETTER

There has been a trend among local governments to discontinue print communications and focus on electronic communications due to its convenience and cost-effectiveness. However, many local governments still continue to invest in print newsletters by direct mail in order to reach audiences where they are – at their homes. This strategy is very effective at reaching elderly populations and the City confirmed that it has received positive feedback from seniors about the Neighbors Magazine. It is critical to have your direct mail piece stand out and not get lost (and tossed) with other mail.

STRATEGIES:

- A. Produce a visually appealing quarterly newsletter that is sent directly to all Darien households that includes a message from the Mayor, city news and other relevant information. Consider including seasonal inserts about City services (i.e. snow removal, refuse collection) that residents can keep as quick-references.
- B. It is recommended that the City not include content from partner agencies, except for official City sponsored activities/events. This will help build the City's brand identity and help the audience have a clear understanding of the City's leadership and City services/programs.

MEASURES:

- Darien City Survey
- Feedback via online surveys (marketed in newsletter)

3e. TRADITIONAL MEDIA

There are opportunities for the City to garner additional media coverage in order to reach more people – inside Darien and beyond. The City should regularly share news and information, including City Council decisions, service and projects updates, economic development news and human-interest stories about employees with the media to provide depth and context to the Village of Darien's work.

To help with this effort, the City and Communications Team should connect more frequently with local media and develop relationships with local reporters.

STRATEGIES:

- A. Provide City content regularly to the local media by adding assignment desk and reporters' emails to Direct Connect eNews.
- B. Send news releases (1 per quarter or as needed).
- C. Build relationships with local media reporters to pitch positive news stories.
- D. Regularly utilize the Community Contributor feature on Chicago Tribune to share information.
- E. Work closely with staff to identify opportunities to tell interesting and in-depth stories about the City.

MEASURES:

- Number of media articles

3

3f. VIDEO

Video remains the most powerful and effective tool to share information and producing a short video on a smart device can be fast and easy.

STRATEGIES:

- A. Create short video clips to be incorporated into eNews and social media (utilizing Channel 6 staff and/or consultant team) to highlight specific news items/topics. Edit council meeting video to share clips and bring attention to specific agenda meeting items or discussions.
- B. Create short “how to” videos (e.g. How to sign up for Smart 911; How to request Vacation Watch).

MEASURES:

- Video views
- Growth in eNews clicks and social engagement

OTHER STRATEGIES

The City may also wish to explore and implement other strategies, including podcasts, live messaging or other media to engage niche audiences.

Regarding public comment, neighboring Woodridge accepts electronic public comment as a convenient alternative to in-person testimony. Residents who are not able to attend the meeting, may comment electronically by submitting an electronic public comment form. The unedited comments and any attachments or other supporting materials will become part of the official meeting record as public testimony. This is an easy and low-cost way to broaden public input and participation in City government.



Live video is a powerful engagement tool!

Left: Facebook Live Q&A session to answer residents' questions about a new fee in the Village of Wilmette.

Virtual town hall meetings can also be very effective to connect with thousands of residents, businesses and stakeholders via telephone and web. These meetings can be especially effective in raising awareness and obtaining input around a particular issue and produce quantitative and qualitative input that can be used in decision-making. Using a pay-to-use platform (e.g. Tele-Town Hall®), the City can host a meeting and incorporate survey questions and take questions “live.” The event would need to be promoted to local audiences in advance through all communications channels and other tactics can be considered, such as a robocalls/texts in advance to invite people to participate with stated date/time. The formats can vary and include an experienced moderator and a limited number of hosts/guests to the entire City Council.

Facebook Live is a free option for a virtual town hall meeting whereby people could submit questions live.

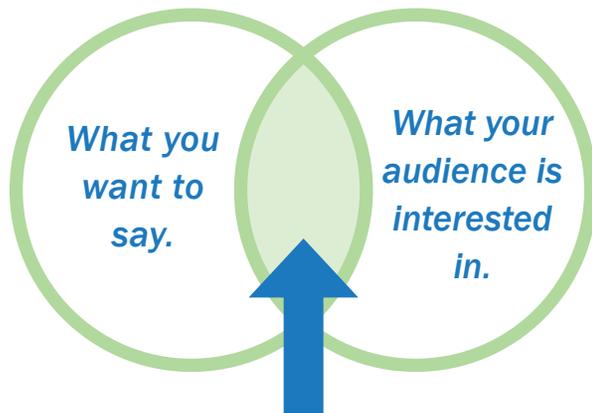
Implementation & Summary

TEAM COORDINATION

In order to develop and deliver a tailored content strategy and consistently share the City's stories, it must be sustained by a team of people. Keeping open lines of communication between the future Communications team and City leadership/staff is a critical component to successful communications efforts. Therefore, it is essential for the team to hear directly what's going on at the City and participate in meetings with the City Administrator and departments regularly. It is recommended that the City establish a central email for the Communications team to access and for staff to consistently share information.

COMMUNICATIONS/STYLE GUIDE

The City should develop a Communications/Style Guide that outlines a set of guidelines and standards for City communications and publications. The goal is to institute a consistent and uniform communications style. It should include a comprehensive list of guidelines for consistency in logo use, capitalization, spelling and more.



SUMMARY

This plan outlines key strategies to help the City of Darien achieve its communications goals. Darien's City Council has recognized the value of communications and identified this as a priority area. At the core of successful local government communications is conveying and communicating WHY you do what you do (not just the WHAT). This helps build trust, relationships and higher citizen engagement.

In the book "Made to Stick: Why Some Ideas Stick and Others Die," authors Chip and Dan Heath discuss "the curse of knowledge." This concept simply points out "that when we know something, it becomes hard for us to imagine not knowing it. As a result, we become lousy communicators." In government, jargon and lingo, as well as complex concepts, can be confusing to the layperson. It's helpful to have outside perspective and a strategy for turning the wealth of knowledge within government into accessible, valuable content for citizens.

This plan also recognizes that communicating more does not necessarily mean you are communicating better. People are bombarded with messages all day, every day—there is a lot of competition for attention. Finding that sweet spot for what you want to say and what your audience is interested in is key. Strategically utilizing a range of communication tools—print, email, social media, video, etc.—and developing tailored content that resonates with audiences will deliver the most value for the effort.

AGENDA MEMO

**City Council
January 20, 2020**

ISSUE STATEMENT

Consideration of a proposal from **Metro Strategies, Inc.** to provide communications and public engagement services, along with policy, issue advocacy, planning and project implementation services.

RESOLUTION

BACKGROUND/HISTORY

The City Council approved a proposal from **Metro Strategies, Inc** <https://www.metrostrategiesinc.com/> to conduct a communications analysis and develop a resident engagement plan. The Administrative/Finance Committee will also review said plan January 6, 2020. Given the high priority of this topic expressed in the goal-setting meeting and the Council survey, a proposal was requested from Metro Strategies to provide services identified in the plan. In summary, the proposal provides that Metro Strategies would deliver full-service communications support under a monthly retainer of \$4,000 to help the City achieve its communications goals and implement the strategies identified in its Strategic Communications Plan. The proposal also provides estimated costs if the City wanted to continue distributing four printed quarterly newsletters to Darien residents. The optional annual costs for the four newsletters range (depending on the number of pages 4 or 8) from \$19,404 to \$26,648 and include \$8,000 to \$10,700 for Metro designing/writing/creating the newsletter and the balance for printing/ mailing services/postage.

As a comparison, Staff also researched current recruitments from several communities that are advertising for full time Communications and Community Engagement Directors. The estimated starting salary with benefits for these positions would be approximately \$115,000 per year, which are considerably higher than Metro's proposal.

STAFF/COMMITTEE RECOMMENDATION

Committee recommends consideration of a proposal from Metro Strategies, Inc. to provide communications and public engagement services, along with policy, issue advocacy, planning and project implementation services.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This will be placed on the January 20, 2020 City Council Agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE A PROPOSAL FROM METRO STRATEGIES, INC. TO PROVIDE COMMUNICATIONS AND PUBLIC ENGAGEMENT SERVICES, ALONG WITH POLICY, ISSUE ADVOCACY, PLANNING AND PROJECT IMPLEMENTATION SERVICES

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

SECTION 1: The City Council of the City of Darien hereby authorizes the City Administrator to approve a proposal from Metro Strategies Inc. to provide communications and public engagement services, along with policy, issue advocacy, planning and project implementation services attached hereto as "[Exhibit A](#)".

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City of Darien Proposal

Firm Description

Metro Strategies, Inc. provides communications and public engagement services, along with policy, issue advocacy, planning and project implementation services. Over the last 15 years, our firm has delivered creative, strategic solutions for public sector clients, including numerous local governments. In addition to communications, outreach and engagement work, our team provides project management, best practices research, policy development, grant writing and more.

With a solid reputation among industry leaders, public officials and clients, we bring many years of expertise and a hands-on approach to every project. We take pride in developing innovative strategies and approaches that are tailor-made for each client and project. Metro Strategies, Inc. is certified as a Disadvantaged Business Enterprise (DBE) and a small business/female-owned business headquartered in DuPage County.

Our Knowledge and Expertise

Metro Strategies recently developed the City's Strategic Communications Plan, conducting a thorough analysis, which included a strategy session with the mayor and staff, research, including review and evaluation of existing tools and materials, and recommended strategies based on communications best practices.

Our team can create and deliver engaging content across multiple channels and achieve results. We know how to develop tailored messages that reach and resonate with audiences, and produce compelling, high-quality materials.

Metro Strategies currently provides full-service communications support to the Village of Wilmette. This includes weekly content development for both eNews and social media (Twitter, Facebook and NextDoor), monthly press releases, a quarterly printed newsletter and updates to the Village's website. We strive to create compelling content through strong writing and visually appealing graphics and images. We also provide regular communications support to the Village of Algonquin Public Works Department, which includes regular eNews and social media content, as well as other special communications activities. For the last 15 years, our firm has also provided project-based communications support and community outreach services for municipalities, counties and state agencies across the region.

Project Understanding and Approach

It is our understanding the City of Darien is interested in establishing a communications team to help the City achieve its communications goals and implement the strategies identified in its Strategic Communications Plan.

A. General Communications Support - \$4,000 Monthly Retainer

Metro Strategies proposes providing full-service communications support under a monthly \$4,000 retainer that would include the following:

Goal 1: Tell Darien's Story (Strategy/Planning)

In order to effectively tell Darien's story, the communications team will invest in strategic communications planning that will continuously shape and guide the strategy and implementation.

This will require regular coordination with the mayor and City staff, including weekly check-ins (by phone) and monthly in person meetings, as well as an annual planning meeting with staff. The team will work with staff to identify key messages to consistently incorporate into content and identify communication priorities, news and events for the year. The team will create and produce a communications style guide and annual communications calendar.

The team will work with staff to find and tell stories and generate ideas and curate content. There are tremendous opportunities to share stories about Council strategic priorities and results/outcomes, the behind the scenes work that government is doing, progress on projects, government effectiveness/efficiencies and the value of tax dollars, how City services are enriching the community, the impact of economic development, and so much more.

The team will also develop relationships with the local media and partners to help tell and share Darien's story.

Goal 2: Create Effective and Compelling Content (Implementation)

The Communications team will work with the City to create effective and visual content that informs and engages audiences.

The team will review, refine and write content using the City's designated style (e.g. AP) and ensure copy is concise and easy to digest/understand. We will create visual imagery for use across platforms and work with staff to capture and collect images/photos.

Goal 3: Deliver multi-channel engagement

A. Website

As the website should be the central point for all City communications, the team will consistently direct audiences to the website for more information.

We will assist in managing content on the homepage and write news items for posting on the homepage as appropriate. The team will make recommendations for staff to update content across the website to ensure it is accurate and up to date (especially when linking from other platforms).

B. Social Media

The team will manage the City's social media platforms (Facebook, Twitter and NextDoor). Management includes: writing and posting content regularly and listening/monitoring and responding to posts/comments*, engaging with and inviting new audiences and actively engaging with partners' social accounts.

We will work with staff to identify and compile content and create a weekly content schedule for review/approval by the City. The team will work with the City to identify relevant topics and host Facebook Live events (3 – 4 per year).

Other deliverables include: recommending boosted content (pay to have your posts show up as sponsored content on non-followers' timelines in order to gain more exposure), development of a

Examples of images from the Village of Wilmette:



social media policy; use of tags and hashtags and creation of an email template for staff with icons/links.

**The team will work with staff to respond to questions within one business day or sooner. Depending on the nature of the question, some responses may take longer.*

C. Direct Connect eNews*

The team will create a new template in Constant Contact for Direct Connect eNews for review/approval by the City. Design and copy will be clean and the layout will feature digestible pieces of content with images to improve readability. The team will solicit and collect content from staff and reference on a regular basis and reference the annual content calendar for weekly content. On a weekly basis, we will get staff input on content and discuss during check-ins. The team will then develop/layout final content for review/approval and weekly distribution.

The team will generate and recommend content ideas for increased engagement and assist the City in growing its eNews subscribers.

As needed, the team will develop and send special eNews. (These should be unexpected/unplanned or emergency items that could not be included in the regular, weekly eNews).

**Retainer does not include cost for Constant Contact.*

D. Traditional Media

The team will research and connect with local media reporters and make sure they are receiving eNews and following the City on social media. We will pitch stories to local media and contribute content to news sites (at least one per month). As news warrants and in coordination with staff, the team will occasionally develop press releases (1 per quarter or as needed).

E. Video

The team will work with staff to identify City Council agenda items that can be edited from YouTube video and shared in eNews and social media (1-3 per quarter). When the team attends staff meetings, we will seek and leverage opportunities to film short interviews and get B-roll and edit for sharing across platforms (1 per quarter).

F. Other

The team will serve as a trusted communications advisor to the City Council and staff and provide communications counsel as needed.

Metro Strategies will bill for ongoing retainer services on a monthly basis and provide a progress report summarizing communications activities for that month that includes key results/outcomes as it relates to reach and engagement. The team will also produce a more in-depth quarterly metric/trends report.

B. Printed Newsletter \$19,404 - \$26,648 Annually*

Estimated costs are based on 9,000 households in Darien. The every door direct mail (EDDM)/Carrier route would be the most cost effective option. Every household would receive a newsletter on that route, even in multi-family units.

4 quarterly newsletters / 8 pages (Booklet: 2 signature 4/4 on 100# gloss text with Aqueous coating)

Annual Cost

| | |
|--|-----------------|
| Metro Strategies (template design, writing/content creation, design) | \$10,700 |
| Printing \$2,304/per newsletter | \$9,216 |
| Mailing services \$225/per newsletter | \$900 |
| Postage \$1458//per newsletter | \$5,832 |
| Total | \$26,648 |

4 quarterly newsletters / 4 pages (Booklet: 11x17s folded to 8.5 x 11 flat)

Annual Costs

| | |
|--|-----------------|
| Metro Strategies (template design, writing/content creation, design) | \$8,000 |
| Printing \$1,168/per newsletter | \$4,672 |
| Mailing services \$225/per newsletter | \$900 |
| Postage \$1458//per newsletter | \$5,832 |
| Total | \$19,404 |

**These are cost estimates from the printer that the Village of Wilmette uses for its newsletter printing and mailing. Metro Strategies recommends the City procure a local vendor.*

C. Economic Development Document \$2,500*

Metro Strategies will create and produce a two page (double sided) visually appealing Economic Development/Business Friendly document for the City of Darien to include icons, infographics, images and text. It is our understanding that this will be included in a folder along with a letter from the Mayor to provide to existing businesses.

Metro Strategies recommends a kickoff meeting with the Mayor and City staff to identify goals/objectives, audience, key messages and visual preferences. Metro Strategies will also provide examples from other municipalities to review. For example, here is an example of an effective Economic Development piece from the Village of Deerfield:

<https://files.deerfield.il.us/public/folder/bHNCstDzEE67JuFMDyt6Jw/BusinessPromo3-8-17b/mobile/index.html#p=8>

*Note, this is an 8 page piece as opposed to a 2 page piece as proposed by the City.

**Printing costs are not included. Metro Strategies will coordinate with the City's selected printing vendor and submit the specifications and file.*

Thank you for your consideration.

Terms of Agreement for Services

Metro Strategies will invoice the City of Darien \$4,000 on a monthly basis for communications retainer services for a period of 12 months effective approval of this proposal. Metro Strategies will also provide a progress report summarizing communications activities for each month with the invoice.

For all additional special projects including the quarterly newsletters, economic development document and any other communications initiatives, Metro Strategies will only initiate work based

on a case-by-case approval for services from the City of Darien according to an agreed upon scope and budget for each special project.

Metro Strategies also understands that the agreement for services for work identified in this proposal may be terminated upon 30 days written notice provided on the 1st day of the calendar month, without cause or penalty by either the City of Darien or Metro Strategies.

Contact Information

Jennie Vana | Vice President, Communications
office 630.534.6400 ext. 114 | cell 847.707.9210
Metro Strategies, Inc.
1901 Butterfield Road, Suite 305, Downers Grove, IL 60515

AGENDA MEMO
City Council
January 20, 2020

ISSUE STATEMENT

Consideration of a resolution to enter into an agreement with Clarke Mosquito for an additional three years.

RESOLUTION

BACKGROUND/HISTORY

Clarke Mosquito has been the contractor to control mosquito populations for the City of Darien for many years. There currently are no other alternatives for mosquito abatement and Clarke has prepared a three year proposal. The three year proposal is a minimal increase of 2% from the previous three year contract. This proposal is part of their EarthRight Program, a more environmentally friendly operation that reduces the City's carbon footprint as well as utilizes an EPA recognized larvicide called Natular.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends entering into a three year contract with Clarke Mosquito under the EarthRight Environmental Mosquito Management Program at \$41,700 per year. It contains our costs over the next three years and is more environmentally friendly.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be on the January 20, 2020 City Council meeting for formal approval.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO AN AGREEMENT WITH CLARKE MOSQUITO FOR AN ADDITIONAL THREE YEARS

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

SECTION 1: The City Council of the City of Darien hereby authorizes the City Administrator to enter into an agreement with Clarke Mosquito for an additional three years, attached hereto as "[Exhibit A](#)".

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for
The 2020-2022 City of Darien EarthRight
Environmental Mosquito Management (EMM) Program**

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the City of Darien additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the City of Darien representative and inform him/her of the impending brood arrival.
- B. Arbovirus Surveillance:
 - 1. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 12 inspections
 - 1. Four (4) complete inspections of up to 76 sites as outlined by most recent Clarke GIS Survey.
 - 2. Five (5) targeted inspections of up to 38 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 3. Three (3) targeted inspections of up to 33 known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 4. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with Natular™ mosquito larvicide as described in the following sections.
 - 1. Larval Control: The program provides for up to 73 acres of single brood or 30 day residual product with backpack or hand equipment or with helicopter.
 - 2. Larval Control: The program provides for 3 backpack pre-hatch treatments of up to 1.0 acres using a 30 day residual product in the “Dale Basin” area.



3. Larval Control: The program provides for treatment of 3 backpack pre-hatch treatments of up to 0.5 acres using a 30 day residual product in the "Chestnut Detention Basin" area near Lemont Road and 75th Street.
4. Helicopter Prehatch: Three (3) treatments using a 30 day residual product of up to 15.0 acres for floodwater mosquito control.
5. Larval Control: Stocking of 2,000 mosquito eating fish for biological control.
6. Catch Basins: Back Yard Catch Basins: One (1) treatment of up to 6 known backyard catch basins using Natular™ XRT extended residual slow release insecticide for control of up to 180 days. As new backyard catch basins are identified via citizen feedback and City referrals, treatments will be performed and the locations added to the master list for future residents.
7. Catch Basins: One treatment of up to 2,000 catch basins, inlets and manholes using Natular™ XRT extended residual slow release insecticide for up to 180 day control.
 - a. GPS DataMaster® technology will be used to record treated catch basin locations. Post-treatment application maps depicting the catch basin locations will be provided to the City as part of the monthly operational reports.

Part IV. Adult Control

- A. Adulciding in mosquito harborage areas:
 1. Upon City authorization, backpack barrier treatments using a synthetic pyrethroid insecticide of festival and concession stand areas for residual control of adult mosquitoes.
- B. Adulciding in Residential Areas:
 1. Upon City authorization, community-wide truck ULV treatments of up to 89.4 miles of streets using Merus™ a botanical insecticide. Any additional authorized community ULV treatments will be priced at \$8,800.00 per treatment.
- C. Adulciding Operational Procedures
 1. Notification of community contact.
 2. Weather limit monitoring and compliance.
 3. Notification of residents on Clarke Call Notification List.
 4. ULV particle size evaluation.
 5. Insecticide dosage and quality control analysis.

2020-2022 EarthRight Total Annual Price for Parts I, II, III, IV**

\$41,700.00

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



**Clarke Environmental Mosquito Management, Inc.,
Client Agreement Authorization for
The 2020-2022 City of Darien EarthRight
Environmental Mosquito Management (EMM) Program**

I. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2020-2022 Professional Services Price Outline, the total for the 2020-2022 program is \$40,887.00 per year. The payments will be due according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. Pricing for the 2021 and 2022 seasons will be held at 2020 rates.

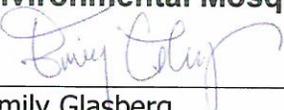
PROGRAM PAYMENT PLAN (2020-2022)

| Month | 2020 | 2021 | 2022 |
|--------------|--------------------|--------------------|--------------------|
| May 1 | \$10,425.00 | \$10,425.00 | \$10,425.00 |
| June 1 | \$10,425.00 | \$10,425.00 | \$10,425.00 |
| July 1 | \$10,425.00 | \$10,425.00 | \$10,425.00 |
| August 1 | \$10,425.00 | \$10,425.00 | \$10,425.00 |
| TOTAL | \$41,700.00 | \$41,700.00 | \$41,700.00 |

For City of Darien:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name:  Title: Key Accounts Manager Date: 12/17/2019
Emily Glasberg



EarthRight™

**Clarke Environmental Mosquito Management, Inc.,
Client Authorization for
The 2020-2022 City of Darien EarthRight
Environmental Mosquito Management (EMM) Program**

Administrative Information:

Invoices should be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Office Phone: _____ Fax: _____ P.O. # _____
E-mail: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an
Email address that the invoices should be sent to.****

Treatment Address (if different from above):

County: _____

Address: _____
City: _____ State: _____ Zip _____

Contact Person for City of Darien:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for City of Darien:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Glasberg
675 Sidwell Court, St Charles, IL 60174 or email to eglasberg@clarke.com

AGENDA MEMO
City Council
January 20, 2020

ISSUE STATEMENT

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. [RESOLUTION](#) [BACKUP](#)

BACKGROUND HISTORY

In 2012, Darien residents approved a referendum authorizing the City to operate an opt-out electric aggregation program for resident and small business ratepayers. Municipal Aggregation is a program by which the municipality can aggregate the load of its residents (who have not individually selected their own supplier) and negotiate for lower pricing, increased green energy, and terms that are more protective for the ratepayer. The City reverted to ComEd in September of 2017 since the bid price on the open market for electric energy was not lower than ComED.

On December 23, 2019, Mayor Marchese sent a memo to the City Council regarding the potential to provide 100% renewable energy through the municipal aggregation program. In summary, David Hoover, NIMEC's Executive Director met with Mayor Marchese and staff and shared a new proposal that fits Mayor Marchese's objective of providing energy to Darien residents that is 100% renewable. Under this plan and contract, every Darien resident and small business would be charged a price that matches the ComEd rate. Additionally, the contract requires that 100% of electrical power used in Darien be provided to the electric grid from renewable sources resulting in estimated annual CO2 reduction equivalents of 110,000,000 miles driven by the typical automobile or 49,000,000 pounds of coal burned annually. In addition to receiving electricity from 100% renewable sources, renewable suppliers are providing Annual Civic Grants to municipalities using this program. The civic grant provided for by this bidder is \$50,000 per year and does not include any restrictions on the use of the grant. In previous years, providing renewable energy added costs to the aggregation rates. However, in recent years renewable energy prices have decreased, making it attractive for municipalities'.

The City received 2 proposals for renewable energy. The proposals offer the same rate as ComEd but differ on the annual civic grants. The proposal are from:

| Company | Rate | Civic Grant |
|---------------------------------|-------------|--------------------|
| Eligo | match ComEd | \$43,109 |
| MC Squared Energy Services, LLC | match ComEd | \$50,000 |

NIMEC serves as our consultant for the procurement of power for our water pumping facilities and street lighting power. They previously managed the prior bids for our municipal aggregation program.

STAFF/COMMITTEE RECOMMENDATION

Mayor Marchese and staff recommend approval of 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.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This will be on the January 20, 2020, City Council agenda for formal approval.

City of Darien, Illinois Green Power Program

EPA GPP Reporting Period: 2019

REC Information

Estimated Wind REC Retirements at 62,950,000 kWh's

City of Darien has reduced the following carbon dioxide equivalents by participating as a Green Aggregation Community



110,442,104*

Miles driven by an average passenger vehicle

or



49,041,895**

Pounds of coal burned



103,046**

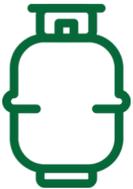
Barrels of oil consumed

or



5,008,233**

Gallons of gasoline consumed



1,819,481**

Propane cylinders used for home barbeques

or



1,690,847**

Incandescent lamps switched to LEDs

* Greenhouse gas emissions from Source Data - United States EPA
** CO₂ emissions from

Green Power Report



where energy comes from

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 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](#)".

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH A. 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. (MC2) 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 20th day of January, 2020 ("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. In order to identify qualified suppliers of electricity for the Program, the Northern Illinois Municipal Electric Collaborative ("NIMEC") conducted a Request for Qualifications and Joint Power Supply Bid process.
- C. 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 the Program throughout the Term of this Agreement at the Price established in this Agreement.
- D. 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. "Bid Package" means the bid documents provided to the pre-qualified bidders pursuant to the Power Supply Bid and attached to this Agreement as [Exhibit A](#).
- 2.5. "Bid Response" means the response submitted by the Supplier to the Bid Package, which is attached to this Agreement as [Exhibit B](#).
- 2.6. "Billing Services" means those services described in Section 4.4 of this Agreement, including all subsections of Section 4.4.
- 2.7. "ComEd" means Commonwealth Edison.
- 2.8. "Compliance Services" means those services identified in Section 4.5 of this Agreement, including all subsections of Section 4.5.

- 2.9. "Confidential Information" means the information defined in Section 9 of this Agreement.
- 2.10. "Customer Information" means that certain information that the Electric Utility or Former Aggregation Supplier is required to provide 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's records at the time of the request.
- 2.11. "Data" means the data defined in Section 9 of this Agreement.
- 2.12. "Electric Utility" means ComEd.
- 2.13. "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.
- 2.14. "Energy" means generated electricity.
- 2.15. "Enrollment Services" means those services described in Section 4.3 of this Agreement, including all subsections of Section 4.3.
- 2.15.5 "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.
- 2.16. "Extended Term" means the term defined in Section 5.1 of this Agreement.
- 2.17. "Force Majeure Event" means the circumstances defined in Section 7.1 of this Agreement.
- 2.18. "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, renewable portfolio standard (RPS) charges, imbalances, load factor adjustments, transmission costs, congestion charges, marginal losses, ancillary services, PORCB, taxes applicable only to the Supplier, and any additional necessary services or charges.
- 2.19. "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.
- 2.20. "ICC" means the Illinois Commerce Commission
- 2.21. "Independent System Operator" or "ISO" means that certain independent system operator for the Electric Utility established pursuant to Section 16-126 of the Public Utilities Act, 220 ILCS 5/16-626.
- 2.22. "Joint Power Supply Bid" means the bidding process conducted by NIMEC on behalf of the Municipality to identify the Supplier.

- 2.23. "New Customers" means the customers defined in Section 4.3.9 of this Agreement.
- 2.24. "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:
- 2.25. "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.
- 2.26. "Opt-Out Process" means the process defined in Section 4.2.1 of this Agreement.
- 2.27. "Participating Customers" means those Eligible Customers who do not opt out of the Program and are not Special Billing Customers, and New Customers.
- 2.28. "Plan of Governance" or "POG" means that certain Plan of Operation and Governance approved by The Municipality pursuant to the Aggregation Statute.
- 2.29. "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.
- 2.30. "Price" means the fixed price expressed in cents per kilowatt hour at which the Supplier will provide the Services as set forth in [Exhibit C](#) to this Agreement.
- 2.31. "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.
- 2.32. "Program Implementation Services" means those portions of the Services described in Section 4.2 of this Agreement, including all subsections of Section 4.2.
- 2.33. "Requirements of Law" means the Aggregation Ordinance, the Aggregation Statute, the Plan of Governance, the rules and regulations of the ICC and Illinois Power Agency (including the ICC Order in Case No. 11-0434 issued on April 4, 2012), the rules, regulations and tariffs applicable to the Electric Utility and the Independent System Operator, and all other applicable federal, state, and local laws, orders, rules, and regulations, all as may be hereinafter duly amended.
- 2.34. "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.

- 2.35. "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.
- 2.36. "Special Billing Customers" means the customers defined in Section 4.3.8 of this Agreement.
- 2.37. "Supplier" means MC Squared Energy Services, LLC. (mc²) and the lawful successor, transferee, designee, or assignee thereof.
- 2.38. "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.
- 2.39. "Term" means the period of time defined in Section 5.1 of this Agreement.
- 2.40. "Municipality" means the City of Darien.
- 2.41. "Withdrawing Customer" means a customer defined in Section 4.3.6 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.
 - 3.1.2 Notices and Customer Information from ComEd. The Municipality shall promptly forward to Supplier the Customer Information received from ComEd and each Party will promptly provide to the other Party any notices received by that Party from ComEd concerning the accounts of Eligible or Participating Customers.
 - 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.
 - 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, 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.

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.

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 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 secure website described in Section 4.2.1.3. 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.

4.2.1.3 Toll Free Number and Secure Website. In addition to receiving completed Opt-Out Notices from Eligible Customers by mail, the Supplier shall, at its own expense, provide, operate, and maintain a toll-free number for the use of Eligible Customers to opt out of the Program. The toll-free number 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 internet address of the secure 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 the secure website.

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.

4.3 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 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 **Payment of Switching Fees.** The Supplier shall reimburse Participating Customers for any switching fee imposed by the Electric Utility related to the enrollment of a Participating Customer in the Program within 30 days of receiving notice of such switching fee. The Supplier shall not be responsible to pay any switching fees imposed on Participating Customers who switch service from an alternative retail electric supplier.
- 4.3.6 **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, at the direction of the Participating Customer, drop the Participating Customer from the Supplier's Full-Requirements Electricity Supply on the next available meter read, which will result in restoring the Participating Customer to Tariffed Service. The Supplier may not assess an early termination fee.
- 4.3.7 **Customer Service Inquiries.** After completion of the Opt-Out Period, Supplier must maintain and operate a toll-free telephone number and internet website 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.
- 4.3.8 **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 may subsequently elect to enroll in the Program as New Customers pursuant to Section 4.3.9 of this Agreement:
- 4.3.8.1 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 RDS – Retail Delivery Service; and

(collectively, the "Special Billing Customers")

4.3.9 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 4.3.9, immediately enroll the following customers in the Program and provide Full-Requirements Electricity Supply to those customers at the Price:

4.3.9.1 Any Eligible Customer within the Municipality that moves to a new location within the Municipality;

4.3.9.2 Any Eligible Customer that moves into an existing location within the Municipality;

4.3.9.3 Any Eligible Customer that previously opted out of the Program during the Opt-Out Period; and

4.3.9.4 Any Eligible Customer that was inadvertently omitted from the list of Participating Customers and not enrolled in the Program. (collectively, the "New Customers").

4.4 Billing Services. The Supplier must supply the following Billing Services as provided in this Section 4.4:

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 kWhs or less Delivery Class

- 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 120 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 City, 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. Supplier will be responsible for all costs associated with the mailing, including ComEd charges.
- 4.8 At each renewal of the program, Supplier will conduct an opt in mailing to those residents who have individually selected an electric supplier other than the Supplier, informing them of the pricing of the aggregation program.

ARTICLE 5 TERM

- 5.1 Term. This Agreement commences as of the Effective Date and is for a term of Twenty-four (24) consecutive monthly billing periods starting from the initial meter read date designated by the Municipality in consultation with the Supplier in April 2020, and expires at the end of the last day of the 24th billing cycle for the Participating Customer(s) with the latest billing cycle (the "Term"). The Municipality and the Supplier may extend the Term for additional periods of time up to 3 years for each extension, by written agreement approved and executed by each Party (each an "Extended Term"). Nothing in this Article 5 related to the Term or the possibility of agreement to an Extended Term may be construed or applied in any manner to create any expectation that any right or authority related to this Agreement granted by the Municipality to the Supplier will continue beyond the Term or an approved Extended 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 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 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, or change in the interpretation of any 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 D](#) 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, IL 60561
Attention: City Administrator

To Supplier:
Charles C. Sutton
President
MC Squared Energy Services, LLC
175 W. Jackson Blvd., Suite 240
Chicago, IL 60604
Fax: (877) 281-1279

With a copy to:
City of Darien
1702 Plainfield Road
Darien, IL 60561
Attention: City Attorney

With a copy to:
Jeremiah McGair
Senior Counsel
Wolverine
175 W. Jackson Blvd. Suite 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 Supplier agrees that all information presented in its Response to Qualifications for Municipal Aggregated Electricity Supply For Member Communities of the Northern Illinois Municipal Electric Collaborate, dated April 27, 2012, are accurate and there have been no material changes to that information. Any exceptions are noted on attached Exhibit and made part of this agreement.
- 10.4 Entire Agreement. This Agreement and the response to qualifications referenced in 10.3, 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.
- 10.5 Exhibits. Exhibits A through D attached to this Agreement are, by this reference, incorporated into and made part of this Agreement.
- 10.6 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.
- 10.7 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.
- 10.8 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.
- 10.9 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.
- 10.10 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.
- 10.11 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.

- 10.12 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.
- 10.13 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.
- 10.14 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.
- 10.15 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.
- 10.16 Non-Assignability. This Agreement shall not be transferred or assigned by the Supplier without the express written authorization of the Municipality.
- 10.17 Counterparts. This Agreement may be executed in one or more counterparts, 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.

MC Squared Energy Services, LLC.

City of Darien

Signed: _____

Signed: _____

Printed/Typed Name: Charles C. Sutton

Printed/Typed Name: _____

Title: President

Title: _____

Date: _____

Date: _____

Attest:

Attest:



Request for Proposal
For Renewable
Municipal Aggregated Electricity Supply for
Residential and Small Commercial Customers

Issued By:

City of Darien
1702 Plainfield Rd
Darien IL 60561

Issue Date: January 9, 2020

Response Date: January 15, 2020
1:00 p.m. Central Time

The City of Darien (“Darien” or “City”) invites Certified Retail Electric Suppliers (Supplier) to submit proposals for Renewable Municipal Aggregated Electric Supply (Supply Agreement) in accordance with the requirements, terms, and conditions of this Request for Proposal (RFP). The electrical distribution company for the City is Commonwealth Edison (ComEd). The City has previously entered into a Supply Agreement but is not currently under contract. This is an RFP only and is not a purchase order, contract, or offer.

1.0 – Objective

1.1 - The City is seeking to obtain renewable energy via Renewable Energy Certificates (“RECs”) priced at the ComEd rate, as well as a reliable source of generation for its constituents that it represents in this RFP by aggregating certain eligible residential and small commercial retail accounts under 20 ILCS 3855/1-92, (Act) for power to flow beginning April 2020. Please provide firm pricing to be held open through January 20, 2020.

2.0 – Background

2.1 - The City held a referendum to for approval to operate an electricity aggregation program as an opt out program pursuant to the Act and the referendum passed according to the terms of the Act. The City duly passed an Ordinance under the Act providing for the aggregation of electric loads on an opt-out program as allowed under the terms of the Act. As a result, the City now has the authority to aggregate the electricity usage of its residential and small commercial retail accounts in the City corporate limits to provide savings under this RFP.

3.0 - Confidentiality and Proprietary Information

3.1 - Suppliers should treat information contained in this RFP or provided by the City as confidential. All information provided by the City is for proposal purposes only and is not to be disclosed to anyone or used for any other purpose and shall be returned to the City. Supplier shall take all reasonable precautions in protecting such information: all available Eligible Customers’ data and historical load and load forecast information, related to the Participating Customer’s load and consumption, from any entity in possession of such data, is subject to the limitations on disclosure of customer information described in Section 16-122 of the Public Utilities Act (220 ILCS 5/16-122) and Section 2HH of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2HH) and any other applicable laws or regulations.

3.2 - Responses to this RFP may include proprietary or confidential information. The company shall clearly mark any information provided to the City that is to be treated as confidential. The

City will take reasonable precautions as permitted by law in protecting such information provided it is clearly identified as propriety or confidential on the page on which it appears. In no event shall the City be responsible for inadvertent disclosure of information in your response to this RFP. Suppliers understand that the City may be required to disclose information as required by law, including, but not limited to pursuant to the Freedom of Information Act as the Act requires at the time.

4.0 - Pricing Options

4.1 - Suppliers will be responsible for payment of any customer processing fee (if any) for those who have switched to the supplier. Please provide pricing for the following two scenarios which include options for both the support of renewable energy and civic contributions:

- a) Residential: Excluded from this aggregation will be Residential customers on Utility Hourly pricing, those who are being served on 3rd party supply with an ARES other than the City’s aggregation Supplier, participants in a net metering program through either ComEd or an ARES other than the City’s aggregation Supplier, as well as municipal accounts under ComEd franchise agreement.
- b) Small Commercial: Excluded from this aggregation will be Small Commercial customers on Utility Hourly pricing, fixture included lighting and those who are being served on 3rd party supply with an ARES other than the City’s aggregation Supplier, participants in a net metering program through either ComEd or an ARES other than the City’s aggregation Supplier, as well as municipal accounts under ComEd franchise agreement.

4.2 – All Pricing options will include sufficient RECs for 100% of the energy procured for the aggregation program, 75% of the energy procured for the aggregation program, 50% of the energy procured for the aggregation program, 25% of the energy procured for the aggregation program and 0% of the energy procured for the aggregation program. Pricing to include a Civic Contribution, stated as annualized for each year of the term and for each of the requested 100%, 75%, 50%, 25% and 0% REC options.

- a) Terms: Pricing to be provided for each of the following terms with annualized Civic Contribution offered for each term:

| | | | | | | |
|-------------------|---------------------|----|-----|-----|-----|------|
| Apr 2020-Apr 2021 | Percent of RECs: | 0% | 25% | 50% | 75% | 100% |
| | Civic Contribution: | | | | | |

| | | | | | | |
|-------------------|---------------------|----|-----|-----|-----|------|
| | | | | | | |
| Apr 2020-Apr 2022 | Percent of RECs: | 0% | 25% | 50% | 75% | 100% |
| | Civic Contribution: | | | | | |
| | | | | | | |
| Apr 2020-Apr 2023 | Percent of RECs: | 0% | 25% | 50% | 75% | 100% |
| | Civic Contribution: | | | | | |

b) RECs: Supplier shall retire RECs in the name of the City of Darien IL from Midwest-based Wind Generation facilities within the PJM-GATS or MISO-MRETS regional attestation areas. Supplier shall provide detailed documentation of the generation periods and location of all RECs with 30 days of REC retirements. Further, Supplier will register the City with the EPA’s Green Power Partner certification program.

4.3 - The supplier may not elect to limit participation to specific size customers, if not limited by Illinois state law.

4.4 - Supplier is responsible for fulfilling all requirements necessary to conduct business in the City service territory.

4.5 - The Supplier shall provide a variable rate equal to the Commonwealth Edison 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 of the term.

4.6 - Supplier shall guarantee delivery of electricity supply to ComEd’s system in compliance with ComEd’s tariff requirements.

4.7 - Supplier shall provide for the delivery of energy and ancillary services up to the Delivery Point designated in ComEd’s Supplier Service Agreement. Supplier shall bear the risk for all transmission costs and any other costs or charges imposed or associated with the delivery of the electricity up to the Delivery Point and Customer shall bear the risk for any and all ComEd distribution costs, and any other costs or charges associated with the receipt of the electricity at and after the Delivery Point.

4.8 - The Municipality will incur costs from ComEd to procure and/or refresh load data required for this bid. The Supplier agrees to reimburse the Municipality for these out of pocket costs, which are estimated to be \$200.

4.9 - 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 120 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

5.0 - Terms and Conditions

5.1 - The term of this agreement will be for a period determined by the Corporate Authorities of the City. Supplier is to notify the City at least 90 days prior to the end of the term to discuss renewal. At the end of the term of this agreement, if the agreement is not renewed or extended and the accounts are not moved to a new RES, Supplier agrees to return all residential and small commercial accounts back to ComEd.

5.2 – Suppliers must supply a current list of all municipalities in the State of Illinois for which they have been the selected residential and small commercial electric aggregation supplier including the beginning month/year and ending month/year, if applicable. Please indicate if the municipality is participating in a Renewable Energy program. Please also provide five municipal references.

5.3 - In the event that the information submitted is unclear, the City may request additional information or explanation and/or pricing breakdowns for the purpose of evaluation and decision. The Supplier will answer all requests for additional information in writing, and these responses shall become part of the Supplier's electric service proposal. Suppliers failing to provide adequate information on any issues in a timely manner to allow for a comprehensive evaluation by the City shall be considered unresponsive, and their proposals shall be subject to rejection.

5.4 - Suppliers must demonstrate compliance with all legal and regulatory requirements and must be certified and approved by all applicable or required Illinois agencies and

Commonwealth Edison.

5.5 - Any exceptions to the specifications outlined in this RFP, or other considerations requested or required by the electric generation supplier must be submitted in writing, described in detail, and submitted as part of the proposal. All Suppliers will be required and expected to meet the specifications in this RFP unless an exception is noted as part of the proposal being submitted.

5.6 - The City reserves the right to add or delete accounts during the term of the supply agreement without penalty.

5.7 - Supplier agrees to implement a second (supplemental) mailing at the Supplier's cost to new residents 12 months after the beginning of this renewal if a term greater than 12 months is selected by City. Supplier will seek these mailings to reinstate lost volumes due to attrition (residents moving out) from the beginning of the program.

6.0 – Procedures

Please deliver signed proposal on or before January 15, 2020, 1:00 p.m. Central Time electronically by email to Byron D. Vana at bvana@darienil.gov with copies to dhoover@nimec.net and sdurling@nimec.net.

Do not contact the Mayor or Board Members of the City. Questions regarding this proposal should be directed to the NIMEC, who will administer the process:

David Hoover
NIMEC
Telephone: (847) 392-9300
Email: dhoover@nimec.net

7.0 - Other Information

7.1 - The City reserves the right to reject any and all proposals, waive any informality in bidding, to negotiate with any or all suppliers submitting proposals and to enter into an agreement with any supplier for any services sought in this RFP.

7.2 - The City reserves the right to later modify any portion of this request for proposals and to request additional specific information and submit additional questions in the discretion of the City.

7.3 - All costs incurred by the Supplier in preparing a response to this proposal, including any meetings or visits, shall be at the Supplier's expense.

7.4 – Each Supplier shall be responsible for insuring that all Federal, State and Local laws are followed.

7.5 - Your response will become the property of the City once received.

7.6 - All suppliers wishing to provide a bid pursuant to this RFP must duly complete and return Attachment 1, Affidavit of Compliance with Rate Gap.

7.7 - All suppliers must separately describe any lawsuits or other legal actions currently pending against the supplier related to residential electric aggregation in any State.

7.8 - Suppliers must provide NIMEC with monthly reports of number of accounts actively enrolled and usage consumed for the period.



BID RESULTS - ELIGO

Exhibit B

April Start

1. Midwest Captured Heat 1 mil on flow

| | 0% | 25% | 50% | 75% | 100% |
|----------------------|-----------|-----------|-----------|-----------|-----------|
| Estimated Commission | \$ 19,583 | \$ 19,583 | \$ 19,583 | \$ 19,583 | \$ 19,583 |
| Civic Fee | \$ 58,390 | \$ 52,435 | \$ 49,326 | \$ 46,218 | \$ 43,109 |

2. Midwestern Wind 1 mil on flow

| | 0% | 25% | 50% | 75% | 100% |
|----------------------|-----------|-----------|-----------|-----------|-----------|
| Estimated Commission | \$ 19,583 | \$ 19,583 | \$ 19,583 | \$ 19,583 | \$ 19,583 |
| Civic Fee | \$ 58,390 | \$ 48,323 | \$ 39,775 | \$ 31,227 | \$ 22,679 |

BID RESULTS – MC SQUARED ENERGY SERVICES, LLC (MC2)

City of Darien Pricing and Analysis

Fixed Price Offers

12-month term (Apr20-Apr21) 7.39 cents/kWh
24-month term (Apr20-Apr22) 7.39 cents/kWh
36-month term (Apr20-Apr23) 7.39 cents/kWh

Green Program Analysis

April 2020 start – One year and Two-year terms below:

| | | |
|-------------------|---------------------|-----------|
| Apr 2020-Apr 2021 | Percent of RECs: | 100% |
| | Civic Contribution: | \$50,000 |
| Apr 2020-Apr 2021 | Percent of RECs: | |
| | Civic Contribution: | \$100,000 |

Note:

1. For 24-month terms only:

In addition to every other right or remedy provided to the Municipality under this Agreement, Supplier may terminate or mutually agree to adjust the monthly Civic Contribution payment to the Village if the number of accounts that supplier serves under this agreement falls below the higher of 1,500 accounts or twenty (20%) of the total number of accounts reported by ComEd pursuant to Rate GAP, because it would not be financially viable to continue the funding below such number.

EXHIBIT C

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

Eligible Customer Class Price:

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

Termination Fee for Withdrawing Customers:

No Early Termination Fee - \$0 per utility account.

Special Services:

Delivery Term:

| | | |
|-------------------------|------------------------------|-----------------|
| April 2020 – April 2022 | Percent of RECs (see below): | 100% |
| | Civic Contribution: | \$50,000 annual |

Supplier will provide an annual \$50,000 Civic Contribution to the City per Term. The Civic Contribution will be payable in equal monthly installment payments (\$4,167/month) to the City within 30 days after the last meter read cycle of each delivery month (i.e. April 2020 payment will be paid in June 2020).

In addition to every other right or remedy provided to the Municipality under this Agreement, Supplier may terminate or mutually agree to adjust the monthly Civic Contribution payment to the City if the number of accounts that supplier serves under this agreement falls below the higher of 1,500 accounts or 20% of the total number of accounts reported by ComEd pursuant to Rate GAP, because it would not be financially viable to continue the funding below such number.

Supplier will acquire and retire on behalf of the City of Darien, Wind generated Renewable Energy

Certificates (RECs) from a location to be determined by Supplier with a preference given to wind RECs generated within the Midwest Renewable Energy Tracking System (MRETS) or the PJM Generation Attribute Tracking System (GATS). However, in Supplier's sole discretion, Supplier may secure RECs from other locations within the United States in order to meet the EPA Green Power Partner Community Program requirements.

The RECs to be retired will be equal to an amount equal to the historical twelve months of electricity usage for the Eligible Customers excluding accounts on ComEd hourly tariff supply service and accounts with another alternative electric supplier, represented on the provided ComEd "Usage Data" file multiplied by the Percent of RECs value identified above. Supplier will assist the City of Darien with all of the documentation required to become an EPA Green Power Partner Community.

Supplier: MC Squared Energy Services, LLC

Municipality: City of Darien

Signed:

Signed:

Printed/Typed Name:

Printed/Typed Name:

Charles C. Sutton

Title:
President

Title:
City Administrator

Date: _____

Date: _____

Attest:

Attest:

Signed

Signed

Printed/Typed Name:

Printed/Typed Name:

Title:

Title:

EXHIBIT D

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 LimitCoverage is to be written on an "occurrence" bases.

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 LimitCoverage 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