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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

July 18 2022

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [June 20, 2022](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [22-23-05](#)
 - B. Warrant Number — [22-23-06](#)
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 Granting a Waiver of the \$50.00 a Day Fee for the Class “J” Temporary Liquor License for the [Darlen Lions Club](#)
 - B. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien](#)
 - C. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of Consulting Services from MP Preparedness Consulting Inc.](#) for the Purpose of Updating the City of Darien Emergency Operations Plan (EOP) in the Amount of \$11,550.00
 - D. Consideration of a Motion to Grant Approval for an Existing Enclosure and Chicken Coop (2022HEN-01: [1938 Manning Road](#))
 - E. Consideration of a Motion to Approve an Ordinance Granting a Series of Variations to Allow the Construction of an Electronic Message Board Sign (PZC2022-02: [First American Bank, 2013 75TH Street](#))
 - F. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of One New Snap-On Mechanics Toolbox](#) Awarded to Snap-on Industrial, in an Amount not to Exceed \$14,718.34
 - G. Consideration of a Motion to Approve a Resolution Accepting a Proposal from ATS (Associated Technical Services Ltd.) for [2 \(Two\) FCS Model S-30 Ultrasonic Leak Surveyor Listening Units](#) in an Amount not to Exceed \$10,575.00
 - H. Consideration of a Motion to Approve a Resolution Accepting the Unit Price Proposal from Langton Nursery & Landscape Supply Inc. dba Langton Group the Purchase and Installation of the [50/50 Parkway Tree Program and the Parkway Tree Replacement Program](#) in an Amount not to Exceed \$31,000.00
 - I. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Core and Main for the [InfraMap Software-Meter Work Order Software](#) in an Amount not to Exceed \$10,475.00
 - J. Consideration of a Motion to Approve a Resolution Accepting a Proposal from AIS, Inc. for the [Hardware, Software, Licensing and Programming to Integrate the Digital Conversion Project](#) with TKB Associates, Inc., Laserfische Hardware and Software in an Amount not to Exceed \$4,139.00
 - K. Consideration of a Motion to Approve a Resolution Accepting a Proposal from TKB Associates, Inc., for the [Digital Formatting Hardware, Software, Licensing and Scanning of Subdivision Infrastructure Plans and Critical Files into a Digital Format](#) in an Amount not to Exceed \$16,751.00
 - L. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Enter into an [Intergovernmental Agreement with the County of DuPage for the Ailsworth Flood Mitigation Project](#)

17. New Business

- A. Consideration of a Motion to Approve the Expenditure of Budgeted Funds, Line Item 01-40-4325 [Consulting/Professional Services for a One-Year Law Enforcement Policy Manual Update Subscription](#) from Lexipol, LLC in the Amount of \$9,383.42
- B. Consideration of a Motion to Approve a Resolution Authorizing the following [Private Property Rear Yard Storm Water Management Assistance Projects-\(Round 2\)](#) for an Additional Amount not to Exceed \$119,525.00- City Cost Sharing Portion \$62,500.00
1. **Project FYE23-C** – 924, 936 67th St and 914, 918, 922 Windmere Ct. in an amount not to exceed \$12,219, (City Cost \$8,414 Resident Reimbursement \$3,805)
 2. **Project FYE23-G** – 7310-7314 Exner Rd. and 7313 Summit Rd. in an amount not to exceed \$19,920, (City Cost \$14,190 Resident Reimbursement \$5,730)
 3. **Project FYE23-J** - 3397-3457 Drover Ln. and 3396-3420 Gilbert Ct. in an amount not to exceed \$15,234, (City Cost \$10,675 Resident Reimbursement \$4,559)
 4. **Project FYE23-L** – 8501-03-05-07-09-11-13 Hemlock Ln. in an amount not to exceed \$44,848, (City cost \$25,229 Resident Reimbursement \$19,619)
 5. **Project FYE23-M** – 610 71st St. in an amount not to exceed \$13,419, (City Cost \$9,313 Resident Reimbursement \$4,106)
 6. **Project FYE23-Q** – 7529-33 Comstock Ln and 7530-34 Nantucket Dr. in an amount not to exceed \$11,803, (City Cost \$8,103 Resident Reimbursement \$3,700)
 7. **Project FYE23-S** - 7217,7221,7225,7229 Emerson Dr. and 7218,7222,7226,7230 Whittier Dr. in an amount not to exceed \$14,223, (City Cost \$9,917 Resident Reimbursement \$4,306)
 8. **Project FYE23-Y** – 1813 71st St. in an amount not to exceed \$4,823, (City Cost \$3,823 Resident Reimbursement \$1,000)
 9. **Project FYE23-CC** - 7718-22-26-30-34 Stevens St. and 7725-29-33 Williams St. in an amount not to exceed \$23,906, (City Cost \$12,664 Resident Reimbursement \$11,242)
 10. **Project FYE23-ii** – 8404 & 8418 Dawn Ln. in an amount not to exceed \$7,492, (City Cost \$2,995 Resident Reimbursement \$4,497)

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE JUNE 20, 2022 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:36 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 20, 2022

7:36 P.M.

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:36 P.M. by Mayor Marchese.

2. **PLEDGE OF ALLEGIANCE**

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

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

| | | |
|----------|--------------------|---------------------|
| Present: | Thomas J. Belczak | Joseph A. Kenny |
| | Thomas M. Chlystek | Mary Coyle Sullivan |
| | Eric K. Gustafson | Lester Vaughan |

Absent: Ted V. Schauer

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

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

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

There were none.

6. **APPROVAL OF MINUTES** – June 6, 2022

It was moved by Alderman Belczak and seconded by Alderman Chlystek to approve the minutes of the City Council Meeting of June 6, 2022.

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

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Gustafson received communication from resident...

...on Gordon Court regarding the overgrown grounds of Elizabeth Ide School that border his property. Director Gombac confirmed the school has created 10-foot buffer zone between the native planting area and resident’s fence.

...on Green Valley Drive regarding NiCor property that requires grass seeding. Director Gombac has been in communication with utility company.

...regarding ongoing airplane noise. Alderman Gustafson commented regarding communication with FAA Commission over concerns; Council discussion ensued.

...on Spring Green Drive regarding potential drainage pipe issue that may be causing sinking in front yard. Municipal Services found no issues with pipe.

...regarding blind spot created by bush on corner of Lyman & Manning; Public Works will remove the bush.

Alderwoman Sullivan received...

...an email from Kevin Drum regarding Darien Heights Development. Director Gombac provided an update on the project.

...communication from Drew Kelly expressing concern with Vape Store in Brookhaven Plaza and products sold. City Planner confirmed location met zoning and use regulations.

She thanked Police Department and Administrator Vana for swiftly acting on resident request to implement a speed survey along Oldfield Road.

Alderman Vaughn received communication from Julia Krumpis inquiring about the proposed traffic signal at Clarendon Hills Road & 67th Street and the addition of sidewalk. Director Gombac responded that the signal is being engineered and could take a year to manufacture. Sidewalks on Clarendon Hills Road and along 79th Street have been surveyed; the bidding process will begin in six weeks.

Alderman Kenny received communication from...

...Fred Wilson regarding a rear yard drainage issue.

...Steve Leopoldo regarding Downers Grove plantings in roadways.

8. **MAYORS REPORT**

Mayor Marchese...

...read information from Darien Historical Society. He provided history of the restored flag that proudly hangs in Old Lace Schoolhouse. He invited all to attend the Darien Historical Society Open House and Dedication of the flag from 11:00 A.M. – 1:00 P.M. on Monday, July 4, following the parade. Participation was encouraged in celebrating this remarkable artifact, which is testimony to the patriotic and community spirit of the individuals who were among the first to build what is today Darien.

...stated today is Juneteenth and enunciated that on “Freedom’s Eve” or the Eve of January 1, 1863, the first Watch Night services took place. At the stroke of midnight, prayers were answered as all enslaved people in Confederate States were declared legally free. Even though the Emancipation Proclamation was made effective in 1863, it could not be implemented in places still under Confederate control. Freedom finally came on June 19, 1865 when 2000 Union troops arrived in Galveston Bay, Texas. The army announced more than 250,000 enslaved black people in the state were free by executive decree. This day came to be known as “Juneteenth” by the newly freed people in Texas. Juneteenth is now a federal holiday.

...noted today is the one-year anniversary of the tornado that swept through our City causing tree and property damage.

...commented on communication received and commended Administrator Vana for his actions in resolving issue out-of-town resident’s son had in dealing with utility company on behalf of his mother, a Darien resident. He noted Bryon’s “small town attitude” of taking care of all residents makes Darien a nice place to live.

9. **CITY CLERK’S REPORT**

Clerk Ragona announced...

...City offices will be closed on Monday, July 4 – Independence Day.

...Tuesday, July 5, Darien City Council Meeting has been cancelled.

...next City Council Meeting will be held on Monday, July 18.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT

Alderman Gustafson inquired about speed signs on Manning Road; Chief Thomas stated information including speed and time of day is downloaded monthly.

B. MUNICIPAL SERVICES

Director Gombac provided update regarding:

- Local 150 strike that has affected stone/aggregate material and is delaying construction for existing projects.
- Notification of two grant awards received from DuPage County as part of the American Rescue Plan. Grants will support drainage projects on Ailsworth & Regency Grove Drives.
- Water Meter Replacement Program that will begin in July 2022.
- Piloting the use of delineators in center line, narrowing the street width, as an economic and prudent solution to control speeding on 67th Street.

He addressed Council questions.

12. **TREASURER'S REPORT**

A. WARRANT NUMBER 22-23-04

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve payment of Warrant Number 22-23-04 in the amount of \$820,486.25 from the enumerated funds and \$278,930.00 from payroll funds for the period ending 06/16/22 for a total to be approved of \$1,099,416.25.

Alderman Kenny inquired about two expenses; Director Gombac responded.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – No update. Liaison Sullivan announced the Economic Development Committee meeting is scheduled for June 23, 2022 at 7:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for June 27, 2022 at 6:00 P.M.

Police Committee – Chairman Kenny stated the minutes of the May 16, 2022 meeting were approved and submitted to the Clerk’s Office. He announced the Police Committee meeting is scheduled for July 18, 2022 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

Mayor Marchese stated Consent Agenda Item A was moved to New Business as Item D, Consent Agenda Items B & C changed to Items A & B respectively.

Alderman Kenny requested New Business Item B be moved to Consent Agenda as Item C. He noted item passed Police Committee vote 3-0.

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

A. RESOLUTION NO. R-43-22 A RESOLUTION APPROVING AN AMENDMENT TO PERSONNEL RULES COVERING NON-UNION EMPLOYEES – SECTION 6.15 – PAY PLAN

B. RESOLUTION NO. R-44-22 A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE METROPOLITAN ALLIANCE OF POLICE (MAP) DARIEN CHAPTER #48 UNIT “B” – SWORN EMPLOYEES AND THE CITY OF DARIEN (MAY 1, 2022 THROUGH APRIL 30, 2026)

C. RESOLUTION NO. R-46-22 A RESOLUTION AUTHORIZING THE MAYOR AND THE CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR THE RECIPROCAL REPORTING OF CRIMINAL OFFENSES COMMITTED BY STUDENTS BETWEEN THE BOARD OF EDUCATION OF HINSDALE TOWNSHIP HIGH SCHOOL DISTRICT NO. 86 AND THE CITY OF DARIEN

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

17. NEW BUSINESS

A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM THE FOLLOWING PROPERTIES: 8422 CARRIAGE GREEN DRIVE 09-33-301-003

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

RESOLUTION NO. R-45-22

A RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM THE FOLLOWING PROPERTIES: 8422 CARRIAGE GREEN DRIVE 09-33-301-003

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION ACCEPTING A PROPOSAL FROM EJ EQUIPMENT, INC., FOR A LEASE AGREEMENT OF A VACTOR TRUCK FOR HYDRO EXCAVATION AT VARIOUS LOCATIONS THROUGHOUT THE CITY FOR BUFFALO BOX REPAIRS DURING THE METER REPLACEMENT PROGRAM, AT THE PROPOSED UNIT PRICE AND NOT TO EXCEED \$72,000

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

Treasurer Coren reiterated that EJ Equipment bases rental charges on a 28-day month; Director Gombac stated he has had a conversation with vendor regarding credit for the additional day(s) billed on previous rental invoice.

RESOLUTION NO. R-47-22

A RESOLUTION ACCEPTING A PROPOSAL FROM EJ EQUIPMENT, INC., FOR A LEASE AGREEMENT OF A VACTOR TRUCK FOR HYDRO EXCAVATION AT VARIOUS LOCATIONS THROUGHOUT THE CITY FOR BUFFALO BOX REPAIRS DURING THE METER REPLACEMENT PROGRAM, AT THE PROPOSED UNIT PRICE AND NOT TO EXCEED \$72,000

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

C. CONSIDERATION OF A MOTION TO APPROVE:

- **AUGUST 11TH, 12TH, 13TH AND 14TH AS THE DATE FOR THE DARIEN CHAMBER OF COMMERCE TO HOLD THE DARIEN FEST 2022 CELEBRATION AT DARIEN PLAZA PARKING LOT**
- **PROVIDING POLICE PROTECTION FOR THE DARIEN FEST 2022 AS PER ATTACHED AGREEMENT**

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

Mayor Marchese noted agreement was modified in Work Session. Administrator Vana stated the following sentence was added after the first sentence in the second paragraph of the agreement: “Revenue the City receives from the carnival for the food and beverage and amusement taxes will be deducted from the city’s total expense.”

Mayor Marchese reviewed the formula used in determining City reimbursement.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

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

Alderman Sullivan reminded all that the first concert at Carriage Greens Country Club will be held on Thursday, June 30; lawn chairs and blankets are recommended as event will take place in the parking lot. Attendees are encouraged to bring canned goods for donation to Our Lady of Mount Carmel Food Pantry.

Mayor Marchese...

...added Focal Point will be the entertainment for the evening; Carriage Greens Country Club and Zazzo’s Pizza will be providing food and refreshments for purchase.

...encouraged residents to vote and stated School Districts 63 and 66 have a referendum on the ballot.

Alderman Gustafson reminded all to vote on June 28 as School District 66 Referendum will be on the ballot.

19. **ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Alderman Vaughan and seconded by Alderman 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 6-20-22. Minutes of 6-20-22 CCM.



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
July 18, 2022**

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 | | | \$66,873.14 |
| Water Fund | | | \$17,567.84 |
| Motor Fuel Tax Fund | | | \$77.12 |
| Water Depreciation Fund | | | |
| Special Service Area Tax Fund | | | |
| Stormwater Management Fund | | | |
| E-Citation Fund | | | |
| Capital Improvement Fund | | | 520,744.00 |
| State Drug Forfeiture Fund | | | |
| Federal Equitable Sharing Fund | | | \$6,065.40 |
| DUI Technology Fund | | | |
| | | <i>Subtotal:</i> | <u>\$611,327.50</u> |
| General Fund Payroll | 06/30/22 | \$ | 274,922.53 |
| Water Fund Payroll | 06/30/22 | \$ | 22,368.93 |
| | | <i>Subtotal:</i> | <u>\$ 297,291.46</u> |
| <i>Total to be Approved by City Council:</i> | | | <u>\$ 908,618.96</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 6/21/2022 Through 7/5/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|-------------------------|--|------------|-----------|--------------------------------|-------------|
| AEP ENERGY | 3017243636 1702 PLAINFIELD RD | AP070522 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 29.47 |
| AIS | BACK UP SERVICE- JULY 2022 | AP070522-2 | 4325 | Consulting/Professional | 1,550.00 |
| AIS | CLOUD HOSTING -JULY 2022 | AP070522-2 | 4325 | Consulting/Professional | 20.00 |
| AIS | CISCO SMART SUBSCRIPTION- POLICE DEPT | AP070522-2 | 4325 | Consulting/Professional | 148.00 |
| AIS | DATA SERVICES- JULY 2022 | AP070522-2 | 4325 | Consulting/Professional | 5,930.26 |
| AMERICAN MOBILE STAGING | STAGE RENTAL (3 CONCERTS) | AP070522-2 | 4239 | Public Relations | 2,550.00 |
| CHRONICLE MEDIA LLC | LEGAL NOTICE: 8341 WILMETTE (PZ SPECIAL USE/VARIATION) | AP070522 | 4221 | Legal Notices | 94.50 |
| COMCAST BUSINESS | CABLE TV FOR CITY HALL | AP070522 | 4267 | Telephone | 42.00 |
| DUPAGE COUNTY RECORDER | RECORDING: STORM SEWER EASEMENT -8422 CARRIAGE GREEN | AP070522 | 4221 | Legal Notices | 83.00 |
| FOCAL POINT | CONCERT: CARRIAGE GREENS | AP070522-2 | 4239 | Public Relations | 1,000.00 |
| GOVTEMPSUSA LLC | VANA (6-5-22) | AP070522 | 4325 | Consulting/Professional | 3,415.38 |
| GOVTEMPSUSA LLC | VANA (6-12-2) | AP070522 | 4325 | Consulting/Professional | 3,415.38 |
| GRANICUS | YEARLY FEE FOR WEB QA | AP070522 | 4325 | Consulting/Professional | 1,851.53 |
| GRANICUS | CRM MODULE | AP070522 | 4325 | Consulting/Professional | 5,950.20 |
| OFFICE DEPOT | WINDOW ENVELOPES FOR CITY HALL | AP070522 | 4253 | Supplies - Office | 28.70 |
| OFFICE DEPOT | OFFICE SUPPLIES FOR CITY HALL | AP070522 | 4253 | Supplies - Office | 43.69 |
| OFFICE DEPOT | OFFICE SUPPLIES FOR CITY HALL | AP070522 | 4253 | Supplies - Office | 58.41 |
| OFFICE DEPOT | LEGAL SIZE PAPER | AP070522 | 4253 | Supplies - Office | 200.87 |

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 6/21/2022 Through 7/5/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------|----------------------------------|-------------------|------------------|----------------------|--------------------|
| OFFICE DEPOT | OFFICE SUPPLIES FOR CITY HALL | AP070522 | 4253 | Supplies - Office | 98.86 |
| | | | | Total Administration | 26,510.25 |

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 6/21/2022 Through 7/5/2022

| <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. | ANNUAL DINNER /RECOGNITION CEREMONY | AP070522 | 4213 | Dues and Subscriptions | 1,875.00 |
| SUNCOM TV | VIDEO PRODUCTION-CITY COUNCIL MEETINGS | AP070522 | 4206 | Cable Operations | 600.00 |
| | | | | Total City Council | 2,475.00 |

**CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 6/21/2022 Through 7/5/2022**

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|------------------------------------|---|-------------------|------------------|--------------------------------|--------------------|
| ELEVATOR INSPECTION SERVICE CO | ELEVATOR RE-INSPECTION -451 PLAINFIELD RD | AP070522 | 4328 | Const/Prof Reimbursable | 25.00 |
| O DELSON, STERK, MURPHY, FRAZIER & | LEGAL SERVICES -MAY 2022 | AP070522 | 4219 | Liability Insurance | 330.00 |
| | | | | Total Community Development | 355.00 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/21/2022 Through 7/5/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|---|---|------------|-----------|----------------------------|-------------|
| ALTA CONSTRUCTION EQUIPMENT IL CINTAS #769 | STOCK PARTS | AP070522 | 4225 | Maintenance - Equipment | 212.21 |
| | MATT RENTAL- PUBLIC WORKS -1041 S FRONTAGE RD | AP070522 | 4223 | Maintenance - Building | 12.03 |
| DYNAMIC IRRIGATION | IRRIGATION ACTIVATION | AP070522 | 4223 | Maintenance - Building | 3,280.00 |
| FOX VALLEY FIRE & SAFETY | FIRE INSPECTION- CITY HALL | AP070522 | 4223 | Maintenance - Building | 145.00 |
| ILLINI POWER PRODUCTS | GENERATOR FOR CITY HALL | AP070522 | 4223 | Maintenance - Building | 1,429.00 |
| ILLINI POWER PRODUCTS | GENERATOR FOR POLICE DEPT | AP070522 | 4223 | Maintenance - Building | 1,449.00 |
| JC LANDSCAPING/TREE SERVICE | STORM SEWER REPAIR- 1437 NORMAN DR | AP070522 | 4257 | Supplies - Other | 300.00 |
| JC LANDSCAPING/TREE SERVICE | DRAINAGE PROJECT- PIPE INSTALL - 610 71ST ST | AP070522 | 4374 | Drainage Projects | 9,435.00 |
| LAWSON PRODUCTS INCORPORATED McMASTER-CARR | SUPPLIES FOR PW | AP070522 | 4225 | Maintenance - Equipment | 574.05 |
| | PIPE FOR PD MAINTENANCE | AP070522 | 4223 | Maintenance - Building | 208.68 |
| ODYSSEY GROUP LLC | BARRICADES FOR BAILEY RD SEWER CONSTRUCTION | AP070522 | 4257 | Supplies - Other | 440.00 |
| RAGS ELECTRIC | VARIOUS LIGHT POLE REPAIRS | AP070522 | 4359 | Street Light Oper & Maint. | 2,359.36 |
| RED WING SHOES | CORNEILS- BOOTS | AP070522 | 4219 | Liability Insurance | 203.99 |
| RED WING SHOES | GREEN- BALL CAP W/LOGO | AP070522 | 4269 | Uniforms | 27.99 |
| RED WING SHOES | DEVINE- CANVAS WORK DUNGAREES | AP070522 | 4269 | Uniforms | 129.57 |
| RED WING SHOES | DEVINE- ACCOUNT CREDIT | AP070522 | 4269 | Uniforms | (38.38) |
| SHREVE SERVICES INC | TOPSOIL | AP070522 | 4374 | Drainage Projects | 320.00 |
| SHREVE SERVICES INC | REAR YARD- TOPSOIL FOR 610 71ST ST | AP070522 | 4374 | Drainage Projects | 320.00 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 6/21/2022 Through 7/5/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------------------|---|-------------------|------------------|--------------------------------|--------------------|
| TRAFFIC CONTROL AND PROTECTION | BARRICADES | AP070522 | 4257 | Supplies - Other | 3,567.50 |
| UNIQUE PRODUCTS & SERVICE CORP | JANITORIAL SUPPLIES FOR POLICE DEPT | AP070522 | 4223 | Maintenance - Building | 60.51 |
| WESTTOWN AUTO SUPPLY COMPANY | BEARING | AP070522 | 4229 | Maintenance - Vehicles | 8.00 |
| WILLOWBROOK FORD, INC. | MUFFLER AND PARTS FOR D38, D34 AND 404 | AP070522 | 4229 | Maintenance - Vehicles | 233.72 |
| WILLOWBROOK FORD, INC. | FOR SHOP | AP070522 | 4229 | Maintenance - Vehicles | 199.20 |
| WILLOWBROOK FORD, INC. | WHEEL COVER FOR 600 | AP070522 | 4229 | Maintenance - Vehicles | 55.10 |
| WILLOWBROOK FORD, INC. | PULLEY FOR 114 | AP070522 | 4229 | Maintenance - Vehicles | 24.68 |
| WILLOWBROOK FORD, INC. | ALTERNATOR FOR 114 | AP070522 | 4229 | Maintenance - Vehicles | 431.87 |
| WILLOWBROOK FORD, INC. | PULLEY FOR 114 | AP070522 | 4229 | Maintenance - Vehicles | 24.68 |
| WILLOWBROOK FORD, INC. | ALTERNATOR FOR 114 | AP070522 | 4229 | Maintenance - Vehicles | 387.27 |
| WILLOWBROOK FORD, INC. | TENSIONER FOR 114 | AP070522 | 4229 | Maintenance - Vehicles | 154.57 |
| WILLOWBROOK FORD, INC. | CREDITS APPLIED | AP070522 | 4229 | Maintenance - Vehicles | (541.84) |
| XBE CHICAGO | DITCH PROJECCT SPOILS 6-13-22 | AP070522 | 4374 | Drainage Projects | 750.00 |
| | | | | Total Public Works, Streets | 26,162.76 |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 6/21/2022 Through 7/5/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|-------------------------------|---|----------------|-----------|--------------------------------|-------------|
| DUPAGE COUNTY PUBLIC WORKS | POLICE DEPT SEWER BILL | AP070522 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 188.56 |
| IL LAW ENFORCEMENT ADMIN PROF | 2022 IL LEAP CONFERENCE | AP070522 | 4263 | Training and Education | 299.00 |
| IL SECRETARY OF STATE | D32 REG RENEWAL | AP070522 | 4229 | Maintenance - Vehicles | 151.00 |
| IL SECRETARY OF STATE | D34 REG RENEWAL | AP070522 | 4229 | Maintenance - Vehicles | 151.00 |
| KIESLER POLICE SUPPLY COMPANY | AMMO FOR RANGE | AP070522 | 4217 | Investigation and Equipment | 1,393.00 |
| LEADS ONLINE | LEADS SYSTEM SERVICE PACKAGE | AP070522 | 4217 | Investigation and Equipment | 2,879.00 |
| LEXIPOL LLC | ANNUAL LE POLICY MANUAL AND DAILY BULLETINS | AP070522 | 4325 | Consulting/Professional | 9,383.42 |
| LEXIPOL LLC | CREDIT FOR VOIDED CK 059696 | APCREDIT070... | 4325 | Consulting/Professional | (9,383.42) |
| OELSON,STERK,MURPHY,FRAZIER & | LEGAL SERVICES -MAY 2022 | AP070522 | 4219 | Liability Insurance | 2,915.00 |
| RAY O'HERRON CO. INC. | BULLETT PROOF VEST | AP070522 | 4269 | Uniforms | 785.75 |
| TRI-TECH FORENSICS | DNA LABELS AND RIFLE BOX | AP070522 | 4217 | Investigation and Equipment | 100.00 |
| WILLOWBROOK FORD, INC. | HOSE AND FILTER FOR D38 | AP070522 | 4229 | Maintenance - Vehicles | 208.68 |
| WILLOWBROOK FORD, INC. | TUBES FOR D36 | AP070522 | 4229 | Maintenance - Vehicles | 163.80 |
| WILLOWBROOK FORD, INC. | SOLENOID FOR D33 | AP070522 | 4229 | Maintenance - Vehicles | 104.37 |
| WILLOWBROOK FORD, INC. | MOTOR ASY FOR D32 | AP070522 | 4229 | Maintenance - Vehicles | 31.37 |
| WILLOWBROOK FORD, INC. | MUFFLER FOR D34 | AP070522 | 4229 | Maintenance - Vehicles | 801.20 |
| WILLOWBROOK FORD, INC. | MUFFLER AND PARTS FOR D38 | AP070522 | 4229 | Maintenance - Vehicles | 1,102.75 |
| WILLOWBROOK FORD, INC. | PARTS D34 | AP070522 | 4229 | Maintenance - Vehicles | 19.69 |
| WILLOWBROOK FORD, INC. | SPARK PLUG FOR STOCK | AP070522 | 4229 | Maintenance - Vehicles | 75.96 |
| | | | | Total Police Department | 11,370.13 |
| | | | | Total General Fund | 66,873.14 |

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 6/21/2022 Through 7/5/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|--------------------------------|--|------------|-----------|------------------------------|-------------|
| ALEXANDER CHEMICAL CORPORATION | CHLORINE | AP070522 | 4241 | Quality Control | 382.80 |
| ALLIED GARAGE DOOR INC. | PLANT 2 - 1220 PLAINFIELD RD | AP070522 | 4223 | Maintenance - Building | 365.00 |
| ALTORFER INDUSTRIES INC | GRAPPLING BUCKET | AP070522 | 4815 | Equipment | 3,645.00 |
| CINTAS #769 | MATT RENTAL- PUBLIC WORKS -1041 S FRONTAGE RD | AP070522 | 4223 | Maintenance - Building | 12.03 |
| EJ EQUIPMENT, INC. | VACTOR REPAIRS | AP070522 | 4231 | Maintenance - Water System | 668.98 |
| ILLINI POWER PRODUCTS | GENERATOR MAINT FOR PLANT 2 | AP070522 | 4223 | Maintenance - Building | 1,239.00 |
| LAWSON PRODUCTS INCORPORATED | BOLTS | AP070522 | 4231 | Maintenance - Water System | 732.14 |
| LEE JENSEN SALES, CO., INC. | CHAIN SLING, CHOKER | AP070522 | 4231 | Maintenance - Water System | 570.00 |
| OCCUPATIONAL HEALTH CENTERS | RANDOM DRUG SCREEN | AP070522 | 4219 | Liability Insurance | 43.00 |
| SITE ONE LANDSCAPE SUPPLY | SPRINKLER PARTS | AP070522 | 4231 | Maintenance - Water System | 21.14 |
| VILLAGE OF WOODRIDGE | WATER FOR DARIEN-WOODRIDGE FIRE DEPT, SHELL GAS STATION | AP070522 | 4340 | DuPage Water Commission | 8,888.75 |
| XBE CHICAGO | DITCH PROJECCT SPOILS 6-13-22 | AP070522 | 4231 | Maintenance - Water System | 1,000.00 |
| | | | | Total Public Works, Water | 17,567.84 |
| | | | | Total Water Fund | 17,567.84 |

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 6/21/2022 Through 7/5/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------|---|-------------------|------------------|----------------------|--------------------|
| AEP ENERGY | 3018018402 SW CORNER 75TH ADAMS, DARIEN | AP070522 | 4840 | Street Lights | 77.12 |
| | | | | Total MFT Expenses | 77.12 |
| | | | | Total Motor Fuel Tax | 77.12 |

CITY OF DARIEN
Expenditure Journal
FESA - Justice - 1
Drug Forfeiture Expenditures
From 6/21/2022 Through 7/5/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------------------|---------------------------------|-------------------|------------------|---------------------------------------|--------------------|
| ALTERNATIVE BUSINESS SUPPLIERS | KYOCERA 5004i COPIER/PRINTER | AP070522 | 4213 | Dues and Subscriptions | 6,065.40 |
| | | | | Total Drug Forfeiture Expenditures | 6,065.40 |
| | | | | Total FESA - Justice - 1 | 6,065.40 |

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 6/21/2022 Through 7/5/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|-----------------------------|--|------------|-----------|------------------------------------|-------------|
| JC LANDSCAPING/TREE SERVICE | DRIVEWAY PAVERS- 7113 EXNER RD / 1625 &1629 ARBOR CT | AP070522 | 4383 | Curb & Gutter Replacement ... | 600.00 |
| SUBURBAN CONCRETE, INC. | CONCRETE CURB /GUTTER | AP070522 | 4383 | Curb & Gutter Replacement ... | 459,011.00 |
| VIAN CONSTRUCTION CO., INC. | DITCH PROJECT: CREST RD | AP070522-2 | 4376 | Ditch Projects | 37,500.00 |
| XBE CHICAGO | DITCH PROJECT- BENTLEY 6-10-22 | AP070522 | 4376 | Ditch Projects | 2,075.00 |
| XBE CHICAGO | DITCH PROJECT- BENTLEY 6-9-22 | AP070522 | 4376 | Ditch Projects | 1,725.00 |
| XBE CHICAGO | DITCH PROJECT- BENTLEY 6-8-22 | AP070522 | 4376 | Ditch Projects | 3,158.00 |
| XBE CHICAGO | DITCH PROJECT- CREST 6-15-22 | AP070522 | 4376 | Ditch Projects | 2,075.00 |
| XBE CHICAGO | DITCH PROJECT- CREST 6-14-22 | AP070522 | 4376 | Ditch Projects | 2,100.00 |
| XBE CHICAGO | DITCH PROJECT: CREST 6-23-22 | AP070522-2 | 4376 | Ditch Projects | 2,175.00 |
| XBE CHICAGO | DITCH PROJECT: CREST 6-22-22 | AP070522-2 | 4376 | Ditch Projects | 2,183.00 |
| XBE CHICAGO | DITCH PROJECT: CREST 6-21-22 | AP070522-2 | 4376 | Ditch Projects | 1,875.00 |
| XBE CHICAGO | DITCH PROJECT: CREST 6-20-22 | AP070522-2 | 4376 | Ditch Projects | 2,125.00 |
| XBE CHICAGO | DITCH PROJECT: CREST 6-17-22 | AP070522-2 | 4376 | Ditch Projects | 2,067.00 |
| XBE CHICAGO | DITCH PROJECT: CREST 6-16-22 | AP070522-2 | 4376 | Ditch Projects | 2,075.00 |
| | | | | Total Capital Fund Expenditures | 520,744.00 |
| | | | | Total Capital Improvement Fund | 520,744.00 |

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 6/21/2022 Through 7/5/2022

| <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 | | | | | <u>611,327.50</u> |



CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
July 18, 2022**

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 | | | \$112,185.58 |
| Water Fund | | | \$568,639.38 |
| Motor Fuel Tax Fund | | | \$5,750.66 |
| Water Depreciation Fund | | | \$390.00 |
| Special Service Area Tax Fund | | | |
| Stormwater Management Fund | | | |
| E-Citation Fund | | | |
| Capital Improvement Fund | | | 252,912.24 |
| State Drug Forfeiture Fund | | | \$317.93 |
| Federal Equitable Sharing Fund | | | |
| DUI Technology Fund | | | |
| | | Subtotal: | <u>\$940,195.79</u> |
| General Fund Payroll | 07/14/22 | \$ | 269,860.74 |
| Water Fund Payroll | 07/14/22 | \$ | 26,797.88 |
| | | Subtotal: | <u>\$ 296,658.62</u> |
| Total to be Approved by City Council: | | | <u>\$ 1,236,854.41</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 7/6/2022 Through 7/18/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|-------------------------------|---|------------|-----------|-------------------------|-------------|
| ACCURATE EMPLOYMENT SCREENING | SOLICITOR BACKGROUND CHECKS | AP071822 | 4219 | Liability Insurance | 121.00 |
| AIS | MONITOR- DAVE FELL | AP071822 | 4325 | Consulting/Professional | 173.48 |
| APRIL PADALIK | SUMMER CONCERT COORDINATION- 2022 | AP071822 | 4239 | Public Relations | 2,000.00 |
| CHASE CARD SERVICES | ZOOM SUBSCRIPTION | AP071822 | 4213 | Dues and Subscriptions | 14.99 |
| CHASE CARD SERVICES | TRIBUNE SUBSCRIPTION | AP071822 | 4213 | Dues and Subscriptions | 7.96 |
| CHASE CARD SERVICES | SIGNS FOR CONCERT/ CHAMBER OF COMMERCE | AP071822 | 4239 | Public Relations | 106.52 |
| CHASE CARD SERVICES | SIGNS FOR CONCERT /CHAMBER OF COMMERCE | AP071822 | 4239 | Public Relations | 244.00 |
| CHASE CARD SERVICES | PAPER FOR APPLICATIONS / GUIDES | AP071822 | 4253 | Supplies - Office | 60.40 |
| CHASE CARD SERVICES | 8 X 10 FLYER /SIGN HOLDERS | AP071822 | 4253 | Supplies - Office | 71.89 |
| CHASE CARD SERVICES | INTERNET -PUBLIC WORKS | AP071822 | 4267 | Telephone | 217.78 |
| CHRONICLE MEDIA LLC | LEGAL NOTICE: 7-20-22 PZC (Darien Comprehensive Plan) | AP071822 | 4221 | Legal Notices | 68.25 |
| COMCAST | SIP SERVICE | AP071822 | 4267 | Telephone | 469.48 |
| COMCAST BUSINESS | FAX LINE- CITY HALL | AP071822 | 4267 | Telephone | 58.22 |
| DUPAGE COUNTY RECORDER | RECORDING: RELEASE OF LIEN 7210 SUNRISE | AP071822 | 4221 | Legal Notices | 11.00 |
| ECO CLEAN MAINTENANCE INC | JANITORIAL SERVICES - JUNE 2022 | AP071822 | 4345 | Janitorial Service | 1,618.00 |
| GOVTEMPSUSA LLC | VANA (6-19-22 and 6-26-22) | AP071822 | 4325 | Consulting/Professional | 6,830.76 |
| MECO CONSULTING GROUP LLC | CONCERT PROMOTION- COMMUNICATION -JUNE 2022 | AP071822 | 4239 | Public Relations | 3,220.00 |

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 7/6/2022 Through 7/18/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|------------------------------|--|-------------------|------------------|--------------------------------|--------------------|
| MUNIWEB | WEBSITE MAINTENANCE- JUNE 2022 | AP071822 | 4325 | Consulting/Professional | 438.00 |
| NICOR GAS | NICOR 82541110001 1702 PLAINFIELD RD, DARIEN | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 164.18 |
| OFFICE DEPOT | PERMIT JACKETS FOR BUILDING DEPT | AP071822 | 4253 | Supplies - Office | 121.67 |
| PEERLESS NETWORK | POTS LINES -PD | AP071822 | 4267 | Telephone | 148.28 |
| STAPLES BUSINESS ADVANTAGE | BACKORDERED ITEM RECD 7349013285 | AP071822 | 4253 | Supplies - Office | 80.50 |
| THE MIX MUSICAL SERVICES INC | CONCERT-JULY 28TH-CARRIAGE GREENS | AP071822 | 4239 | Public Relations | 1,200.00 |
| VERIZON WIRELESS | VERIZON WIRELESS BILL | AP071822 | 4267 | Telephone | 1,107.10 |
| | | | | Total Administration | 18,553.46 |

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 7/6/2022 Through 7/18/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|---------------------|---------------------------------------|-------------------|------------------|-------------------------|--------------------|
| LIZ LAHEY | MEETINGS- (6-8-22 thru 6-14-22) | AP071822 | 4206 | Cable Operations | 225.00 |
| STERLING CODIFIERS/ | S-4 SUPPLEMENT EDITING: ORD O-0922 | AP071822 | 4325 | Consulting/Professional | 211.16 |
| | | | | Total City Council | 436.16 |

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 7/6/2022 Through 7/18/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------------------|-------------------------------------|-------------------|------------------|--------------------------------|--------------------|
| CODE ENFORCEMENT REPRESENTATIV | CODE ENFORCEMENT- JUNE 2022 | AP071822 | 4325 | Consulting/Professional | 1,252.00 |
| DON MORRIS ARCHITECTS P.C. | /INSPECTIONS- JUNE 2022 | AP071822 | 4325 | Consulting/Professional | 6,000.00 |
| DON MORRIS ARCHITECTS P.C. | BUILDING CODE REVIEWS- JUNE 2022 | AP071822 | 4328 | Const/Prof Reimbursable | 6,805.00 |
| DUPAGE LAWN LLC | MOWING VARIOUS PROPERTIES-DARIEN | AP071822 | 4328 | Const/Prof Reimbursable | 550.00 |
| | | | | Total Community Development | 14,607.00 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/6/2022 Through 7/18/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|--------------------------------|---|------------|-----------|--------------------------------|-------------|
| A&W TRAILER LLC | PIN FOR TRAILERS 102/104 | AP071822 | 4229 | Maintenance - Vehicles | 25.00 |
| A&W TRAILER LLC | PIN FOR TRAILERS 102/104 | AP071822 | 4229 | Maintenance - Vehicles | 25.00 |
| ALTA CONSTRUCTION EQUIPMENT IL | ASSY TIRE FOR KUBOTA 193 | AP071822 | 4229 | Maintenance - Vehicles | 1,207.97 |
| AMBER MECHANICAL CONTRACTORS | MOTOR & BLADE FOR PD | AP071822 | 4223 | Maintenance - Building | 2,471.39 |
| AMBER MECHANICAL CONTRACTORS | ALARM | AP071822 | 4223 | Maintenance - Building | 353.70 |
| BUTTREY RENTAL SERVICES, INC. | CORE DRILL MACHINE | AP071822 | 4243 | Rent - Equipment | 220.00 |
| CHASE CARD SERVICES | LICENSE PLATE RENEWAL- GOMBAC | AP071822 | 4229 | Maintenance - Vehicles | 154.40 |
| CINTAS #769 | MATT RENTAL- POLICE DEPT | AP071822 | 4223 | Maintenance - Building | 53.88 |
| CINTAS #769 | MATT RENTAL- POLICE DEPT | AP071822 | 4223 | Maintenance - Building | 53.88 |
| CINTAS #769 | MATT RENTAL- POLICE DEPT | AP071822 | 4223 | Maintenance - Building | 53.89 |
| CINTAS #769 | MATT RENTAL- PUBLIC WORKS | AP071822 | 4223 | Maintenance - Building | 24.06 |
| CINTAS #769 | MATT RENTAL- POLICE DEPT | AP071822 | 4223 | Maintenance - Building | 56.89 |
| CINTAS #769 | MATT RENTAL- CITY HALL | AP071822 | 4223 | Maintenance - Building | 47.07 |
| CINTAS FIRST AID AND SAFETY | REPLENISH FIRST AID CABINET | AP071822 | 4219 | Liability Insurance | 331.35 |
| CLARKE ENVIRONMENTAL MOSQUITO | MOSQUITO ABATEMENT- (4 of 4) | AP071822 | 4365 | Mosquito Abatement | 10,425.00 |
| COM ED | COM ED 0788310001 1041 S FRONTAGE RD | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 56.09 |
| ETERNALLY GREEN | FERTILIZATION | AP071822 | 4350 | Forestry | 6,759.00 |
| FOX VALLEY FIRE & SAFETY | FIRE ALARM INSPECTION- CITY HALL | AP071822 | 4223 | Maintenance - Building | 264.00 |
| FULTON SIREN SERVICES | TORNADO SIREN | AP071822 | 4223 | Maintenance - Building | 413.41 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/6/2022 Through 7/18/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|--------------------------------|--|----------------|-----------|--------------------------------|-------------|
| HOME DEPOT | MAINTENANCE /OPERATION SUPPLIES | AP071822 | 4223 | Maintenance - Building | 417.12 |
| HOME DEPOT | MAINTENANCE /OPERATION SUPPLIES | AP071822 | 4223 | Maintenance - Building | 24.45 |
| HOME DEPOT | MAINTENANCE /OPERATION SUPPLIES | AP071822 | 4225 | Maintenance - Equipment | 332.94 |
| HOME DEPOT | MAINTENANCE /OPERATION SUPPLIES | AP071822 | 4257 | Supplies - Other | 582.44 |
| INTERSTATE BATTERY SYSTEM | MTP-65HD FOR 404 | AP071822 | 4229 | Maintenance - Vehicles | 294.00 |
| JX ENTERPRISES INC | CREDIT ON ACCOUNT | AP071822 | 4229 | Maintenance - Vehicles | (422.29) |
| JX ENTERPRISES INC | LAMP /SHAFT FOR 106 | AP071822-3 | 4229 | Maintenance - Vehicles | 551.51 |
| JX TRUCK CENTER- BOLINGBROOK | LAMP /SHAFT FOR 106 | AP071822 | 4229 | Maintenance - Vehicles | 551.51 |
| JX TRUCK CENTER- BOLINGBROOK | CREDIT FOR VOIDED CK 059820 | APCREDIT071... | 4229 | Maintenance - Vehicles | (551.51) |
| KARA COMPANY, INC. | SUPPLIES | AP071822 | 4257 | Supplies - Other | 377.19 |
| McMASTER-CARR | BRASS TEE CONNECTOR | AP071822 | 4223 | Maintenance - Building | 134.44 |
| MID-TOWN PETROLEUM ACQUISITION | MAINTENANCE SUPPLIES | AP071822 | 4225 | Maintenance - Equipment | 1,200.13 |
| NICOR GAS | NICOR 90841110001 1041 S FRONTAGE RD | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 90.17 |
| NORWALK TANK | YARD DRAIN GRATE | AP071822 | 4374 | Drainage Projects | 593.20 |
| PIRTEK | REPAIR PARTS FOR 104 | AP071822 | 4229 | Maintenance - Vehicles | 295.64 |
| PIRTEK | REPAIR PARTS FOR 108 | AP071822 | 4229 | Maintenance - Vehicles | 313.97 |
| RAGS ELECTRIC | STREET LIGHT REPAIR- FRONTAGE /BELLER | AP071822 | 4359 | Street Light Oper & Maint. | 340.63 |
| ROYAL OAK LANDSCAPING INC | MOWING PINE PARKWAY -JUNE 2022 | AP071822 | 4350 | Forestry | 200.00 |
| SHREVE SERVICES INC | TOPSOIL | AP071822 | 4257 | Supplies - Other | 1,600.00 |
| SNAP ON INDUSTRIAL | MECHANIC TOOLS | AP071822 | 4259 | Small Tools & Equipment | 12.21 |
| STEVE PIPER & SONS, INC. | TUB GRINDING | AP071822 | 4243 | Rent - Equipment | 1,712.00 |
| SUBURBAN CONCRETE, INC. | STREET REHAB | AP071822-2 | 4381 | Residential Concrete Program | 23,194.80 |
| TAMELING INDUSTRIES | WEEDMAT / BLANKET | AP071822 | 4257 | Supplies - Other | 183.00 |
| TAMELING INDUSTRIES | RIP RAP | AP071822 | 4257 | Supplies - Other | 67.67 |
| TITAN IMAGE GROUP INC | BRUZAN- CLOTHING | AP071822 | 4269 | Uniforms | 77.14 |

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/6/2022 Through 7/18/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------------------|-------------------------------------|-------------------|------------------|--------------------------------|--------------------|
| UNIQUE PRODUCTS & SERVICE CORP | JANITORIAL SUPPLIES -POLICE DEPT | AP071822 | 4223 | Maintenance - Building | 55.16 |
| UNIQUE PRODUCTS & SERVICE CORP | JANITORIAL SUPPLIES- POLICE DEPT | AP071822 | 4223 | Maintenance - Building | 59.75 |
| US GAS | CYLINDER RENTAL | AP071822 | 4257 | Supplies - Other | 51.00 |
| VERIZON WIRELESS | VERIZON WIRELESS BILL | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 599.68 |
| | | | | Total Public Works, Streets | 55,933.93 |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 7/6/2022 Through 7/18/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|----------------------|--|------------|-----------|-----------------------------|-------------|
| BAZOS FREEMAN LLC | ADMIN TOW HEARING FEE- JUNE 2022 | AP071822 | 4219 | Liability Insurance | 250.00 |
| CHASE CARD SERVICES | RETURN OF TAX PREV PAID | AP071822 | 4217 | Investigation and Equipment | (12.49) |
| CHASE CARD SERVICES | RETURN OF TAX PREV PAID | AP071822 | 4217 | Investigation and Equipment | (34.15) |
| CHASE CARD SERVICES | 15 BOXES BEAN BAG ROUNDS | AP071822 | 4217 | Investigation and Equipment | 580.52 |
| CHASE CARD SERVICES | TARGET STANDS FOR RANGE | AP071822 | 4217 | Investigation and Equipment | 212.45 |
| CHASE CARD SERVICES | FIREWOOD FOR DRUG BURN | AP071822 | 4217 | Investigation and Equipment | 79.70 |
| CHASE CARD SERVICES | AED CPR PADS | AP071822 | 4219 | Liability Insurance | 709.80 |
| CHASE CARD SERVICES | SOUND LEVEL METER | AP071822 | 4225 | Maintenance - Equipment | 129.99 |
| CHASE CARD SERVICES | SHIPPING FEE / FED EX | AP071822 | 4233 | Postage/Mailings | 55.80 |
| CHASE CARD SERVICES | WATER FOR JULY 4TH PARADE | AP071822 | 4253 | Supplies - Office | 10.72 |
| CHASE CARD SERVICES | FILE FOLDERS | AP071822 | 4253 | Supplies - Office | 54.40 |
| CHASE CARD SERVICES | POWER STRIP /POWER SURGE | AP071822 | 4253 | Supplies - Office | 28.99 |
| CHASE CARD SERVICES | FOLDERS | AP071822 | 4253 | Supplies - Office | 59.49 |
| CHASE CARD SERVICES | HDMI AUDIO SPLITTER | AP071822 | 4253 | Supplies - Office | 15.99 |
| CHASE CARD SERVICES | RED DOT PISTOL INSTRUCTOR COURSE-STUTTE | AP071822 | 4263 | Training and Education | 395.00 |
| CHASE CARD SERVICES | SUPERVISOR CLASS-SGT JUMP | AP071822 | 4263 | Training and Education | 1,000.00 |
| CHASE CARD SERVICES | IJOA CONFERENCE-OFFICER VERSIS | AP071822 | 4265 | Travel/Meetings | 428.94 |
| CHASE CARD SERVICES | INTERNET- POLICE DEPT | AP071822 | 4267 | Telephone | 289.70 |
| CHRISTINE CHARKEWYCZ | PROSECUTION FEES | AP071822 | 4219 | Liability Insurance | 1,215.00 |
| DOUG RUMICK | MEALS -FBI SCHOOL-LAKE COUNTY /NORTH CHICAGO | AP071822 | 4265 | Travel/Meetings | 10.53 |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 7/6/2022 Through 7/18/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|----------------------------|--|------------|-----------|--------------------------------|-------------|
| EDWARD OCCUPATIONAL HEALTH | KRAUSE- MEDICAL EXAM | AP071822 | 4205 | Boards and Commissions | 1,196.00 |
| I.R.M.A. | 2021 CLOSED CLAIMS APRIL (\$144.60 2020 CLOSED CLAIMS APRIL) | AP071822 | 4219 | Liability Insurance | 1,101.47 |
| I.R.M.A. | 2022 CLOSED CLAIMS APRIL | AP071822 | 4219 | Liability Insurance | 617.96 |
| ILEAS | 2022 MEMBERSHIP DUES- ILEAS | AP071822 | 4213 | Dues and Subscriptions | 120.00 |
| INTERSTATE BATTERY SYSTEM | MTZ-65 FOR D7 | AP071822 | 4229 | Maintenance - Vehicles | 277.00 |
| LEXIPOL LLC | ANNUAL LE POLICY MANUAL / DAILY BULLETINS | AP071822 | 4325 | Consulting/Professional | 9,383.42 |
| NICOR GAS | NICOR 82800010009 1710 PLAINFIELD RD, DARIEN | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 929.27 |
| PHYLAX SOLUTIONS LLC | K-9 UNIT MAINTENANCE TRAINING (Jan through April 2022) | AP071822 | 4263 | Training and Education | 1,050.00 |
| RAY O'HERRON CO. INC. | KRAUS- START UP UNIFORM | AP071822 | 4269 | Uniforms | 763.86 |
| RAY O'HERRON CO. INC. | KRAUS- BEANIE, RADIO HOLDER | AP071822 | 4269 | Uniforms | 63.99 |
| ROSE GONZALEZ | MILEAGE REIMBURSEMENT- PRMS MEETING /GLEN ELLYN 6-28-22 | AP071822 | 4265 | Travel/Meetings | 10.53 |
| THOMSON REUTERS - | CLEAR Proflex Software Subscription | AP071822 | 4217 | Investigation and Equipment | 383.31 |
| TRI-TECH FORENSICS | EVIDENCE SUPPLIES | AP071822 | 4217 | Investigation and Equipment | 490.50 |
| TRI-TECH FORENSICS | GUN BOX | AP071822 | 4217 | Investigation and Equipment | 35.00 |
| VERIZON WIRELESS | VERIZON WIRELESS BILL | AP071822 | 4267 | Telephone | 752.34 |

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 7/6/2022 Through 7/18/2022

| <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 Police Department | 22,655.03 |
| | | | | Total General Fund | 112,185.58 |

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 7/6/2022 Through 7/18/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|--------------------------------|---|------------|-----------|--------------------------------|-------------|
| COM ED | COM ED 3118112014 -2103 75TH ST PUMP | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 109.74 |
| CONSTELLATION NEW ENERGY, INC. | 1220 PLAINFIELD RD | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 1,285.88 |
| CONSTELLATION NEW ENERGY, INC. | 18W736 MANNING | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 12.67 |
| CONSTELLATION NEW ENERGY, INC. | 9S720 LEMONT RD | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 52.99 |
| CONSTELLATION NEW ENERGY, INC. | 0 LAKEVIEW & OAKLEY | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 22.61 |
| CONSTELLATION NEW ENERGY, INC. | 67TH RIDGE | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 30.92 |
| DUPAGE COUNTY PUBLIC WORKS | METER READS AND BILLING -MARCH/APRIL 2022 | AP071822 | 4336 | Data Processing | 26,679.92 |
| DUPAGE WATER COMMISSION | WATER PURCHASE -JUNE 2022 | AP071822 | 4340 | DuPage Water Commission | 463,433.88 |
| ECO CLEAN MAINTENANCE INC | JANITORIAL SERVICES - JUNE 2022 | AP071822 | 4223 | Maintenance - Building | 490.00 |
| EDEN BROTHERS | LEAK CORRELATOR | AP071822 | 4815 | Equipment | 11,238.00 |
| ETERNALLY GREEN | CITY LANDSCAPE /FERTILIZATION | AP071822 | 4223 | Maintenance - Building | 410.00 |
| HOME DEPOT | MAINTENANCE /OPERATION SUPPLIES | AP071822 | 4223 | Maintenance - Building | 112.06 |
| HOME DEPOT | MAINTENANCE /OPERATION SUPPLIES | AP071822 | 4231 | Maintenance - Water System | 933.46 |
| I.R.M.A. | 2022 CLOSED CLAIMS APRIL | AP071822 | 4219 | Liability Insurance | 4,855.40 |
| LAWSON PRODUCTS INCORPORATED | BOLTS | AP071822 | 4231 | Maintenance - Water System | 642.71 |
| NICOR GAS | NICOR 05002110004 1930 MANNING RD | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 82.90 |
| NICOR GAS | NICOR 90841110001 1041 S FRONTAGE RD | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 90.17 |
| NICOR GAS | NICOR 21710264942 1220 PLAINFIELD RD | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 59.51 |
| NICOR GAS | NICOR 23644110001 8600 LEMONT RD | AP071822 | 4271 | Utilities (Elec,Gas,Wtr,Sewer) | 72.81 |
| ORANGE CRUSH LLC | ROAD REHAB 2022- PATCH ALT 1 | AP071822 | 4231 | Maintenance - Water System | 6,084.00 |
| RED WING SHOES | KOUDELIK- BOOTS | AP071822 | 4219 | Liability Insurance | 212.49 |

**CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 7/6/2022 Through 7/18/2022**

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|------------------------------|----------------------------|-------------------|------------------|------------------------------|--------------------|
| SUBURBAN CONCRETE, INC. | WATER DEPT RESTORATIONS | AP071822-2 | 4231 | Maintenance - Water System | 50,546.58 |
| UNDERGROUND PIPE & VALVE CO. | HYDRANT PARTS | AP071822 | 4231 | Maintenance - Water System | 530.00 |
| US GAS | CYLINDER RENTAL | AP071822 | 4257 | Supplies - Other | 51.00 |
| VERIZON WIRELESS | VERIZON WIRELESS BILL | AP071822 | 4267 | Telephone | 599.68 |
| | | | | Total Public Works, Water | 568,639.38 |
| | | | | Total Water Fund | 568,639.38 |

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 7/6/2022 Through 7/18/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|-------------------------------|--------------------------------------|-------------------|------------------|----------------------|--------------------|
| AEP ENERGY | 3018018402 0 SW CIR 75TH ST ADAMS | AP071822 | 4840 | Street Lights | 77.12 |
| AEP ENERGY | 3017243658 S FRONTAGE 0 E CASS ST | AP071822 | 4840 | Street Lights | 14.34 |
| AEP ENERGY | SW CORNER 75TH PLAINFIELD | AP071822 | 4840 | Street Lights | 58.36 |
| VULCAN CONSTRUCTION MATERIALS | STONE 6-24-22 | AP071822 | 4245 | Road Material | 2,438.10 |
| VULCAN CONSTRUCTION MATERIALS | STONE 6-16-22 | AP071822 | 4245 | Road Material | <u>3,162.74</u> |
| | | | | Total MFT Expenses | 5,750.66 |
| | | | | Total Motor Fuel Tax | <u>5,750.66</u> |

CITY OF DARIEN
Expenditure Journal
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 7/6/2022 Through 7/18/2022

| <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 | AP071822 | 4273 | Vehicle (Gas and Oil) | 317.93 |
| | | | | Total Drug Forfeiture Expenditures | 317.93 |
| | | | | Total State Drug Forfeiture Fund | 317.93 |

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 7/6/2022 Through 7/18/2022

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------|-----------------------------|-------------------|------------------|----------------------------------|--------------------|
| ODYSSEY GROUP LLC | METER STORAGE CONTAINERS | AP071822 | 4390 | Capital Improv-Infrastructure | 390.00 |
| | | | | Total Depreciation Expenses | 390.00 |
| | | | | Total Water Depreciation Fund | 390.00 |

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 7/6/2022 Through 7/18/2022

| Vendor Name | Invoice Description | Session ID | Acct Code | Acct Title | Dept Amount |
|-----------------------------|---|------------|-----------|-------------------------------|-------------|
| 119TH STREET MATERIALS | DITCH PROJECT: ANDRUS / FRONTAGE (6-28-22 thru 6-30-22) | AP071822 | 4376 | Ditch Projects | 1,790.00 |
| 119TH STREET MATERIALS | DITCH PROJECT: CREST (6-13-22 thru 6-17-22) | AP071822 | 4376 | Ditch Projects | 3,772.00 |
| 119TH STREET MATERIALS | DITCH PROJECT: CREST (6-20-22 thru 6-23-22) | AP071822 | 4376 | Ditch Projects | 2,624.00 |
| NORWALK TANK | INLETS | AP071822 | 4376 | Ditch Projects | 375.00 |
| NORWALK TANK | DITCH PROJECT: ANDRUS /FRONTAGE SUPPLIES | AP071822 | 4376 | Ditch Projects | 391.95 |
| NORWALK TANK | DITCH PROJECT: ELEANOR (ELM TO 74th /RT 83) SUPPLIES | AP071822 | 4376 | Ditch Projects | 3,200.30 |
| ORANGE CRUSH LLC | ROAD REHAB 2022- PATCH ALT 1 | AP071822 | 4855 | Street Reconstruction/Rehab | 72,389.77 |
| SUBURBAN CONCRETE, INC. | CONCRETE PROGRAM / BENTLEY | AP071822-2 | 4376 | Ditch Projects | 16,208.93 |
| SUBURBAN CONCRETE, INC. | CONCRETE PROGRAM /CREST | AP071822-2 | 4376 | Ditch Projects | 25,531.53 |
| SUBURBAN CONCRETE, INC. | CONCRETE PROGRAM / SIDEWALK REPLACEMENTS | AP071822-2 | 4380 | Sidewalk Replacement Progr... | 96,016.60 |
| SUBURBAN CONCRETE, INC. | CURB & GUTTER | AP071822-2 | 4383 | Curb & Gutter Replacement ... | 8,372.00 |
| SUBURBAN CONCRETE, INC. | CONSULTING | AP071822-2 | 4383 | Curb & Gutter Replacement ... | 4,517.16 |
| VIAN CONSTRUCTION CO., INC. | DITCH PROJECT: ANDRUS /FRONTAGE | AP071822 | 4376 | Ditch Projects | 12,100.00 |
| XBE CHICAGO | DITCH PROJECT: CREST RD 6-27-22 | AP071822 | 4376 | Ditch Projects | 1,148.00 |
| XBE CHICAGO | DITCH PROJECT: ANDRUS /FRONTAGE 6-28-22 | AP071822 | 4376 | Ditch Projects | 1,125.00 |

**CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 7/6/2022 Through 7/18/2022**

| <u>Vendor Name</u> | <u>Invoice Description</u> | <u>Session ID</u> | <u>Acct Code</u> | <u>Acct Title</u> | <u>Dept Amount</u> |
|--------------------|---|-------------------|------------------|------------------------------------|--------------------|
| XBE CHICAGO | DITCH PROJECT: ANDRUS/FRONTAGE 6-30-22 | AP071822 | 4376 | Ditch Projects | 1,200.00 |
| XBE CHICAGO | DITCH PROJECT: ANDRUS /FRONTAGE 6-29-22 | AP071822 | 4376 | Ditch Projects | 2,150.00 |
| | | | | Total Capital Fund Expenditures | 252,912.24 |
| | | | | Total Capital Improvement Fund | 252,912.24 |
| Report Total | | | | | 940,195.79 |



Customer Service:
1-800-275-0863



Mobile: Download the
Chase Mobile® app today

*7/6/22 Annelid Rose
Original hand copy*

| July 2022 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | T | F | S |
| 26 | 27 | 28 | 29 | 30 | 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 |

New Balance
\$4,882.79
 Minimum Payment Due
\$976.00
 Payment Due Date
07/24/22

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

| | |
|--------------------------------------|---------------------|
| Previous Balance | \$3,202.68 |
| Payment, Credits | -\$3,249.32 |
| Purchases | +\$4,929.43 |
| Cash Advances | \$0.00 |
| Balance Transfers | \$0.00 |
| Fees Charged | \$0.00 |
| Interest Charged | <u>\$0.00</u> |
| New Balance | \$4,882.79 |
| Opening/Closing Date | 06/03/22 - 07/02/22 |
| Credit Limit | \$50,000 |
| Available Credit | \$45,117 |
| Cash Access Line | \$2,500 |
| Available for Cash | \$2,500 |
| Past Due Amount | \$0.00 |
| Balance over the Credit Limit | \$0.00 |



ACCOUNT ACTIVITY

| Date of Transaction | Merchant Name or Transaction Description | \$ Amount |
|---------------------|--|-----------|
| 06/21 | Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$3202.68- INCLUDING PAYMENTS RECEIVED | -3,202.68 |
| 06/16 | CABELA'S ONLINE U.S. SPRINGFIELD MO <i>TAX Reimbursed</i> | -12.49 |
| 06/16 | WPSG, INC. 610--8578070 PA <i>TAX Reimbursed</i> | -34.15 |
| 06/05 | Amazon.com*C19N934G3 Amzn.com/bill WA <i>SOUND LEVEL METER</i> | 129.99 |
| 06/05 | Amazon.com*L40LR4J93 Amzn.com/bill WA <i>BOX OF FILE FOLDERS</i> | 59.49 |
| 06/07 | WPSG, INC. 610-8578070 PA <i>15 BOXES BEAN BAG ROUNDS</i> | 580.52 |
| 06/14 | AMZN Mktp US*6115132C3 Amzn.com/bill WA <i>HDMI AUDIO SPLITTER</i> | 15.99 |
| 06/15 | GDP*CRITICAL IMPACT GROUP 480-4638389 WI <i>PISTOL COURSE - STATE</i> | 395.00 |
| 06/15 | CABELA'S ONLINE U.S. 417-873-5000 MO <i>TARGET STANDS FOR RANGE</i> | 212.45 |
| 06/16 | NU CPS REGISTRATION EVANSTON IL <i>Sgt Jump SUPERVISOR CLASS</i> | 1,000.00 |
| 06/16 | AMZN Mktp US*0T5J45W93 Amzn.com/bill WA <i>SURGE PROTECTOR</i> | 28.99 |
| 06/17 | HOLIDAY INNS 309-6983333 IL <i>IJDA CONFERENCE - VERSIS</i> | 428.94 |
| 06/21 | COMCAST CHICAGO 800-COMCAST IL <i>INTERNET- POLICE DEPT</i> | 289.70 |
| 06/22 | CORO MEDICAL LLC 615-7169448 TN <i>AED CPR PADS</i> | 709.80 |
| 06/27 | Amazon.com*G12BM4R93 Amzn.com/bill WA <i>FILE FOLDERS</i> ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$3858.63 | 54.40 |
| 06/04 | AMZN Mktp US*3C77V9TG3 Amzn.com/bill WA <i>PAPER</i> | 60.40 |
| 06/09 | AMZN Mktp US*3A2N49QQ3 Amzn.com/bill WA <i>SIGN HOLDERS</i> | 71.89 |
| 06/10 | ZOOM.US 888-799-9666 WWW.ZOOM.US CA <i>SUBSCRIPTION</i> | 14.99 |
| 06/13 | CHICAGO TRIB SUBSCRIPTIO 312-546-7900 IL <i>SUBSCRIPTION</i> | 7.96 |
| 06/13 | ILSOS INT VEH RENEWAL 8667566041 IL <i>LIC PLATE RENEWAL - GOMBAC</i> | 154.40 |
| 06/21 | FASTSIGNS 103201 630-4896329 IL <i>SIGNS FOR CONCERT</i> | 244.00 |
| 06/22 | COMCAST CHICAGO 800-COMCAST IL <i>INTERNET- PUBLIC WORKS</i> | 217.78 |
| 06/30 | FASTSIGNS 103201 630-4896329 IL <i>SIGNS FOR CHAMBER</i> DANIEL GOMBAC TRANSACTIONS THIS CYCLE (CARD 8086) \$877.94 | 106.52 |
| 06/15 | THE HOME DEPOT #1905 DARIEN IL <i>FIREWOOD (Drug Burn)</i> | 79.70 |
| 06/22 | FEDEX 274646514245 MEMPHIS TN <i>SHIPPING FEE</i> DAVID WIGGINS TRANSACTIONS THIS CYCLE (CARD 0600) \$135.50 | 55.80 |
| 06/30 | WAL-MART #2215 DARIEN IL <i>WATER FOR JULY 4th PARADE</i> JADE NIEDZWIEDZ TRANSACTIONS THIS CYCLE (CARD 4064) \$10.72 | 10.72 |

| 2022 Totals Year-to-Date | |
|--------------------------------|--------|
| Total fees charged in 2022 | \$0.00 |
| Total interest charged in 2022 | \$0.00 |

Year-to-date totals do not reflect any fee or interest refunds you may have received.

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

AGENDA MEMO
CITY COUNCIL
July 18, 2022

Issue Statement

Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the class “J” Temporary Liquor License for Darien Lions Club.

BACKUP

Background/History

The Darien Lions Club is hosting Darien Day, which will be held on August 7, 2022 at Darien Community Park. They have requested a waiver of the fee for the Temporary Liquor License as our Liquor License Code requires a \$50.00 per day fee.

Staff/Committee Recommendation

Staff recommends waiving the fee for the Temporary Liquor License for the Darien Lions Club

Alternate Consideration

Not approving the motion at this time would be an alternate consideration.

Decision Mode

This item will be on the July 18, 2022 City Council Agenda for formal consideration.



**DARIEN
LIONS CLUB**
DISTRICT 1 J



1702 Plainfield Road • Darien, Illinois 60561
www.darionlions.org ++ www.facebook.com/DLCIL

June 20, 2022

Mayor Joe Marchese,

We are having Darien Day on August 7th 2022. The Darien Lions Club would like to have a one day permit to sell alcoholic beverages in the can during Darien Day. Please advise as to the next steps associated with obtaining that permit.

Sincerely

Michael Falco
President,
Darien Lions Club

CITY OF DARIEN

APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LICENSE —

"THE SALE AT RETAIL OF ALCOHOLIC LIQUOR FOR CONSUMPTION ONLY AT THE LOCATION AND ON THE SPECIFIED DATES DESIGNATED FOR THE SPECIAL EVENT IN THE LICENSE." FEE IS \$50.00 PER DAY NOT TO EXCEED THREE (3) CONSECUTIVE DAYS.

NAME OF ORGANIZATION OR GROUP DARIEN LIONS CLUB

ADDRESS 1702 PLAINFIELD RD PHONE _____

TYPE OF EVENT FAMILY PICNIC

LOCATION OF EVENT Darien Comm. Park

DATE AND TIME OF EVENT App August 7 - 2022 - from 2:00pm - 9:00pm

NAME OF APPLICANT OR REPRESENTATIVE MIKE FALCO

ADDRESS 130 S. SPRING Ave LA Grange PHONE 630-991-6115

NAME OF CHAIRMAN OF EVENT MIKE FALCO

ADDRESS same PHONE same

Mike Falco
Signature of Applicant

FEE: _____

DATE PAID: _____

Date Approved: _____

Application Approved: _____

License No. Issued _____

Joseph A. Marchese, Liquor Commissioner

MANDATORY: PROOF OF DRAM SHOP INSURANCE MUST BE ATTACHED TO THIS APPLICATION COVERING DATE(S) OF EVENT AND DESIGNATING THE CITY OF DARIEN AS ADDITIONAL INSURED ALONG WITH A CHECK TO COVER FEE.

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

Approval of an ordinance authorizing the sale or disposal of surplus property.

ORDINANCE

BACKGROUND/HISTORY

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

| ITEM | EXPLANATION |
|---|------------------------------|
| 1. (2) Office Chairs | No longer useful to the City |
| 2. (8) Unity Spotlamp bulbs #U-7682 | No longer needed |
| 3. (2) Cherry Wood Finish Desks | No longer needed |
| 4. (1) Desk Hutch Cabinet | No longer needed |
| 5. (1) Small Table Stand | No longer needed |
| 6. (1) Large File Cabinet | No longer useful to the City |
| 7. (1) Lithium Polymer Battery for Fujitsu Q737 | No longer operable |
| 8. (1) Toshiba eStudio 527s copier printer | No longer needed |
| 9. (7) Batteries for Zebra Printers | No longer charging |
| 10. (2) Zebra RW420 Printers | Not working |
| 11. (2) Zebra ZQ520 Printers | No longer working |
| 12. (3) Bracket vehicle mounts for RW420 Zebra printers | No longer needed |
| 13. (2) Zebra Power Adapter/Battery Eliminators | No longer operable |
| 14. (1) ZQ520 Software Disc | No longer needed |

Staff recommends the above be declared surplus property and disposed of or auctioned using GovDeals.com.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the July 18, 2022 City Council Agenda for formal approval.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 18th DAY OF JULY, 2022

**Published in pamphlet form by authority
of the Mayor and City Council of the
City of Darien, DuPage County, Illinois,
this _____ day of July, 2022.**

ORDINANCE NO. _____

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

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

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

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

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

| ITEM | EXPLANATION |
|---|------------------------------|
| 1. (2) Office Chairs | No longer useful to the City |
| 2. (8) Unity Spotlamp bulbs #U-7682 | No longer needed |
| 3. (2) Cherry Wood Finish Desks | No longer needed |
| 4. (1) Desk Hutch Cabinet | No longer needed |
| 5. (1) Small Table Stand | No longer needed |
| 6. (1) Large File Cabinet | No longer useful to the City |
| 7. (1) Lithium Polymer Battery for Fujitsu Q737 | No longer operable |
| 8. (1) Toshiba eStudio 527s copier printer | No longer needed |
| 9. (7) Batteries for Zebra Printers | No longer charging |
| 10. (2) Zebra RW420 Printers | Not working |
| 11. (2) Zebra ZQ520 Printers | No longer working |
| 12. (3) Bracket vehicle mounts for RW420 Zebra printers | No longer needed |
| 13. (2) Zebra Power Adapter/Battery Eliminators | No longer operable |

ORDINANCE NO. _____

| | |
|-----------------------------|------------------|
| 14. (1) ZQ520 Software Disc | No longer needed |
|-----------------------------|------------------|

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July, 2022.

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 18th day of July, 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

A resolution authorizing the purchase of consulting services from MP Preparedness Consulting Inc. for the purpose of updating the City of Darien Emergency Operations Plan (EOP) in the amount of \$11,550.

RESOLUTION **BACKUP**

BACKGROUND/HISTORY

The City's EOP plan was last updated in 2018. There have been many required changes made to the Illinois Emergency Management Agency's Administrative Code 301 EOP section. Staff recommends hiring MP Preparedness Consulting Inc. to bring the City of Darien's EOP in compliance with the state. They will also generate a comprehensive real world after action report for the tornado that went through Darien in June of 2021. The city is required to administer a large-scale disaster scenario every four years and this requirement would be fulfilled with the completion of this after action report.

The Darien Police Department is a proud participant in the United States Department of Justice and the United States Department of Treasury Equitable Sharing Program for State and Local Law Enforcement Agencies. For the last two years the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the Guidelines of the Equitable Sharing Program, the funds received cannot be used to replace or supplant the police department's regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the Guidelines of the Equitable Sharing Program and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program. The cash balance of this fund is \$200,695 as of May 31, 2022.

| Item | Federal Equitable Fund | Actual Cost |
|-------------------------|-------------------------------|--------------------|
| EOP Consulting Services | 17-41-4213 | \$11,550 |

| Proposals Bids | |
|----------------------------------|---------------|
| COMPANY | AMOUNT |
| MP Preparedness Consulting, Inc. | \$11,550 |
| Integrated Solutions Consulting | \$29,516 |

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval of the resolution to purchase consulting services from MP Preparedness Consulting Inc. for the purpose of updating the City of Darien Emergency Operations Plan (EOP) in the amount of \$11,550

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the July 18, 2022 agenda for formal Council consideration and approval.

DC Norton

After reviewing your Emergency Operations Plan within the DuPage County CEMP, I have put together a list of items to update your EOP for review and approval by DuPage County OHSEM, When completed and approved your EOP will be compliant with the State of Illinois,' 29 Illinois Administrative Code 301 EOP section. I have estimated the number of hours to complete each item, based on updating other municipal EOP documentation.

| EOP ITEM | HOURS |
|---|-------|
| EM Planning meeting and doc prep for hazard assessment | 3 |
| Basic Plan Review and Update | 15 |
| Community Profile | 5 |
| IL CATT Threat Hazard Identification Risk Assessment | 50 |
| Direction, Control and Coordination Annex | 10 |
| Communication Annex | 10 |
| Warning & Emergency Information Annex | 10 |
| Mass Care Annex | 12 |
| COOP and COG Supporting Documentation | 10 |
| CEMP Entry / PDR linking After Darien approval of all documentation | 40 |
| Updates to EOP and CEMP after initial County OHSEM review | 5 |

TOTAL EOP Update Hours : 170

Completing the above work and having DuPage County approve all documentation is one portion of Title 29 Part 301 requirements. The other portion has to do with the training and exercise of your emergency operation plan. The requirement states you must conduct or participate in an IEMA approved exercise and exercise all 32 FEMA Core Capabilities within a four-year cycle, including at least one full-scale exercise.

NOTE: *A real world event may fulfill this requirement if an After Action Report/Improvement Plan (AAR/IP) is written and submitted to DuPage County for review. The City of Darien's recent tornado may qualify with an AAR/IP. My suggestion is to complete the above items for EOP updating first and then complete a comprehensive AAR/IP on the recent tornado as your full-scale exercise.*

If you would like me to complete an After Action Report / Improvement Plan on your real world tornado, I would be happy to develop that document. I estimate 40 hours to complete the document.

| Work Description | Hours | Cost |
|------------------|-------|---------|
| EOP Update | 170 | \$9,350 |
| Tornado AAR / IP | 40 | \$2,200 |

TOTAL : 210 \$11,550

My Fee is \$55 an hour. and I would invoice once a month unless you require something different. These hours are an estimate, and I may be able to complete in less time or may need a few additional hours. Of course, we would be in weekly contact with updates on work completion.

If you need further information or have any questions, please let me know.

Sincerely,

Mary Pratt, President
MP Preparedness Consulting Inc.



Darien IL EOP Update

Date: May 9, 2022

Submitted via Email: Steven Liss at sliss@darienil.gov

RE: Request for Price Quote: Darien IL EOP Update

Attention:

Steven M. Liss
Sergeant, #315
MERIT Canine Response Unit
Darien Police Department
1710 Plainfield Road
Darien, IL 60561
Desk 630-353-8315

On behalf of Integrated Solutions Consulting, Inc. (ISC), I am pleased to submit our price quote to the Darien Illinois Police Department for services to update the City Emergency Operations Plan.

Project Scope

Integrated Solutions Consulting (ISC) recognizes the importance and challenges in ensuring the Emergency Operations Plan (EOP) is current, compliant with authoritative mandates, and provide operational guidance during emergencies and disasters.

ISC will coordinate with a designated Darien project team lead to ensure project transparency, work plan, and schedule are adhered to. The following price quote includes:

1. Document review
2. Project and Stakeholder meetings
3. Draft EOP Update submitted for comment to the Darien project lead
4. Final EOP Update

To expedite the project and transparency ISC shall reactivate the Darien CEMP instance for the purpose of this project for one year at no cost. All updates and project meeting minutes will be made in this environment. Upon conclusion ISC will print one PDF copy of the updated plan for the client.

Upon engagement ISC will provide a detail workplan and project schedule.

ISC will be glad to provide references upon request.

Project Quote

ISC will complete a update of the Darien Illinois Emergency operations Plan for a fixed cost of **\$29,516.00**.



Summary

We appreciate the opportunity to provide this quote on this critical engagement and look forward to working closely with the Darien Illinois Police Department on this project. I will be available to discuss any issues and or concerns with you at your convenience.

George DeTella

George DeTella, Managing Director
Integrated Solutions Consulting
P.O. Box 304
Prospect Heights, IL 60070
Phone: 630/885.5979
Email: George.detella@i-s-consulting.com

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF CONSULTING SERVICES
FROM MP PREPAREDNESS CONSULTING INC. FOR THE PURPOSE OF UPDATING
THE CITY OF DARIEN EMERGENCY OPERATIONS PLAN (EOP)
IN THE AMOUNT OF \$11,550**

**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 purchase consulting services from MP Preparedness Consulting Inc. for the purpose of updating the City of Darien Emergency Operations Plan (EOP) in the amount of \$11,550, a copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 18th day of July, 2022.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 18th day of July, 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



DC Norton

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***NOTE:** A real world event may fulfill this requirement if an After Action Report/Improvement Plan (AAR/IP) is written and submitted to DuPage County for review. The City of Darien's recent tornado may qualify with an AAR/IP. My suggestion is to complete the above items for EOP updating first and then complete a comprehensive AAR/IP on the recent tornado as your full-scale exercise.*

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TOTAL : 210 \$11,550

My Fee is \$55 an hour. and I would invoice once a month unless you require something different. These hours are an estimate, and I may be able to complete in less time or may need a few additional hours. Of course, we would be in weekly contact with updates on work completion.

If you need further information or have any questions, please let me know.

Sincerely,

Mary Pratt, President
MP Preparedness Consulting Inc.

AGENDA MEMO
CITY COUNCIL
JULY 18, 2022

CASE

2022HEN-01 Relief request from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance.

ISSUE STATEMENT

Petitioner, Elisabeth Monahan, seeks relief from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing Chicken Coop to remain at five (5) feet from the rear lot line instead of the required twenty (20) feet, and to allow an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance. This request is made pursuant to City Code Section 7-5-1(C) for property located at 1938 Manning Road that is zoned Multi-Family Residence District (R-3).

Applicable Regulations: City Code Section 7-5-1, Chicken Regulations

ATTACHMENTS

- A. [APPLICATION](#)
- B. [JUSTIFICATION NARRATIVE](#)
- C. [SITE PLAN](#)
- D. [SITE PHOTOS](#)
- E. [CITY CODE TITLE 7, CHAPTER 5, SECTION 1: CHICKEN REGULATIONS](#)
- F. [PUBLIC COMMENT](#)

GENERAL INFORMATION

| | |
|---------------------------|--|
| Petitioner/Owner: | Elisabeth Monahan/Judith Miller |
| Property Location: | 1938 Manning Road |
| PIN Number: | 09-28-315-053 |
| Existing Zoning: | Multi-Family Residence District (R-3) |
| Existing Land Use: | Single Family Residential |
| Comprehensive Plan: | Low Density Residential (Existing & Future) |
| Surrounding Zoning & Uses | |
| North: | Single Family Residence District (R-1); School |
| East: | Multi-Family Residence District (R-3); Single Family Residential |
| South: | Single Family Residence District (R-2); Single Family Residential |
| West: | Single Family Residence District (R-1); School |
| Size of Property: | 0.38 Acres |
| Floodplain: | According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site. |
| Natural Features: | N/A |

OVERVIEW/DISCUSSION

In 2020, the City of Darien adopted ordinances (O-19-20 & O-21-20) that regulate the raising/keeping of chickens. Per adoption of these ordinances, City Code Section 7-5-1 was created and has been included as an attachment to this memo. Pursuant to this code section, a party may obtain relief from one (1) or more of the requirements stipulated in the ordinance. Therefore, the petitioner has filed this request asking for relief to allow an existing chicken coop to remain at five (5) feet from the rear lot line instead of the required twenty (20) feet, and to allow an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance.

The criteria for approving this type of request is provided below. Note that the petitioner submitted a justification narrative for the request, in addition to an application, and site plan, which are all attached to this memorandum. Aerial site images are also included as an attachment.

Relief Request – Approval Criteria:

A party may obtain relief from one (1) or more of the requirements of City Code Sections 7-5-1(B)(4), 7-5-1(B)(5), and 7-5-1(B)(8) if the City Council determines:

- a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and*
- b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.*
- c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.*
- d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.*
- e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- f) The plight of the owner is due to unique circumstances.*

MSC MEETING – 07/11/2022

The Municipal Services Committee reviewed this petition at its rescheduled July 11, 2022 meeting. The petitioner was present and there was no public comment made at the meeting. The Committee made a motion to forward the case with a favorable recommendation to City Council. The motion passed with a vote of 2-0.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the July 18, 2022 City Council agenda for formal consideration.



ZONING APPLICATION

CITY OF DARIEN
1702 Plainfield Road, Darien, IL 60561
www.darienil.us 630-852-5000

CONTACT INFORMATION

ELISABETH MONAHAN
Applicant's Name

ELISABETH MONAHAN
Owner's Name

1938 MANNING ROAD
Address, City, State, Zip Code DARIEN, IL 60561

1938 MANNING ROAD
Address, City, State, Zip Code DARIEN, IL 60561

630-802-5312
Telephone

630-802-5312
Telephone

lizzy.monahan@att.net
Email

lizzy.monahan@att.net
Email

PROPERTY INFORMATION

1938 MANNING RD, DARIEN IL 60561
Property address

0928315053
PIN Number(s)

Zoning District

RESIDENTIAL
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

I am seeking variances for existing structures and fences in place before ordinance enacted. My coop and run and fence has existed in harmony with my neighbors for years.

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that [Signature] is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth. Given under my hand and seal, this [Signature] day of [Signature] 20__.

Table with 2 columns: Field, For office use only. Rows: Date Received, Case Number, Fee Paid, Hearing Date.

Notary Public

RECEIVED

JUN 07 2022

Community Development
City of Darien

6-6-22

Dear City Council-

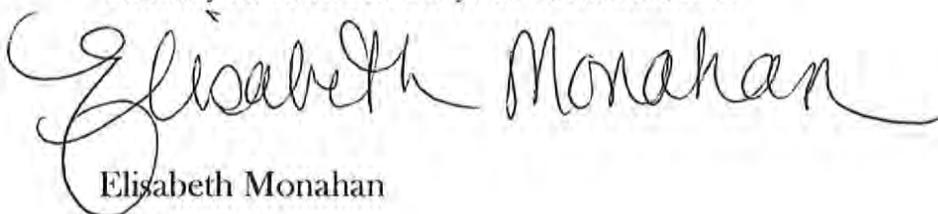
I am requesting a variance on the Chicken Ordinance enacted after we had an established chicken coop on our property. I checked with the city before purchasing our coop and chickens and were advised there was no rules on keeping chickens at that time other than requesting that there not be a rooster to prevent any noise issues. We take excellent care of my hens and their coop and run are kept clean and well maintained and stained brown so as to blend in the tree line and not be an eyesore.

We have 6 hens and no roosters. The coop and run are within the size limits of the new ordinance and our chickens are confined to our back yard. We only have one residential neighbor to the east and they have told us many times that they enjoy our chickens. They even bring their visitors over to see the chickens. The north and west sides of our back yard are bordered by a teachers parking lot and the back corner of Elizabeth Ide School. After the Kindergartners hatch baby chicks as a class project they check with me to see if I want any chicks to add to our flock before finding homes for them.

We have an existing chain link fence 5 feet tall that is completely tree lined, effectively a privacy screen. We are requesting a variance on the fencing height and type. We are also requesting a variance on the set back for the coop. Due to the shade cast by the tree line we placed our coop there to keep the chickens cool in the heat of summer. We have landscaped around the coop so moving it would require more than just pulling it a few feet further into the yard.

We are responsible chicken owners and take great care of these pets. We moved to Darien specifically because there was not an ordinance preventing having chickens in our yard. Please consider granting this variance and allowing us to keep our pets as is. Our coop and run were set up prior to the ordinance, and the fencing and existing tree line is not something that can be replaced.

Thank you so much for your consideration.

A handwritten signature in black ink that reads "Elisabeth Monahan". The signature is written in a cursive style with a large, looping initial "E".

Elisabeth Monahan

RECEIVED
MAY 17 2000
DARIEN
COMMUNITY DEVELOPMENT

PLAT OF SURVEY

BY
DUDA SURVEYING
FRANK J. DUDA, JR.
PROFESSIONAL ILLINOIS LAND SURVEYOR
327 VILLAGE DRIVE
CAROL STREAM, ILLINOIS 60188-1828
(630) 682-0001 FAX (630) 682-1130
OF

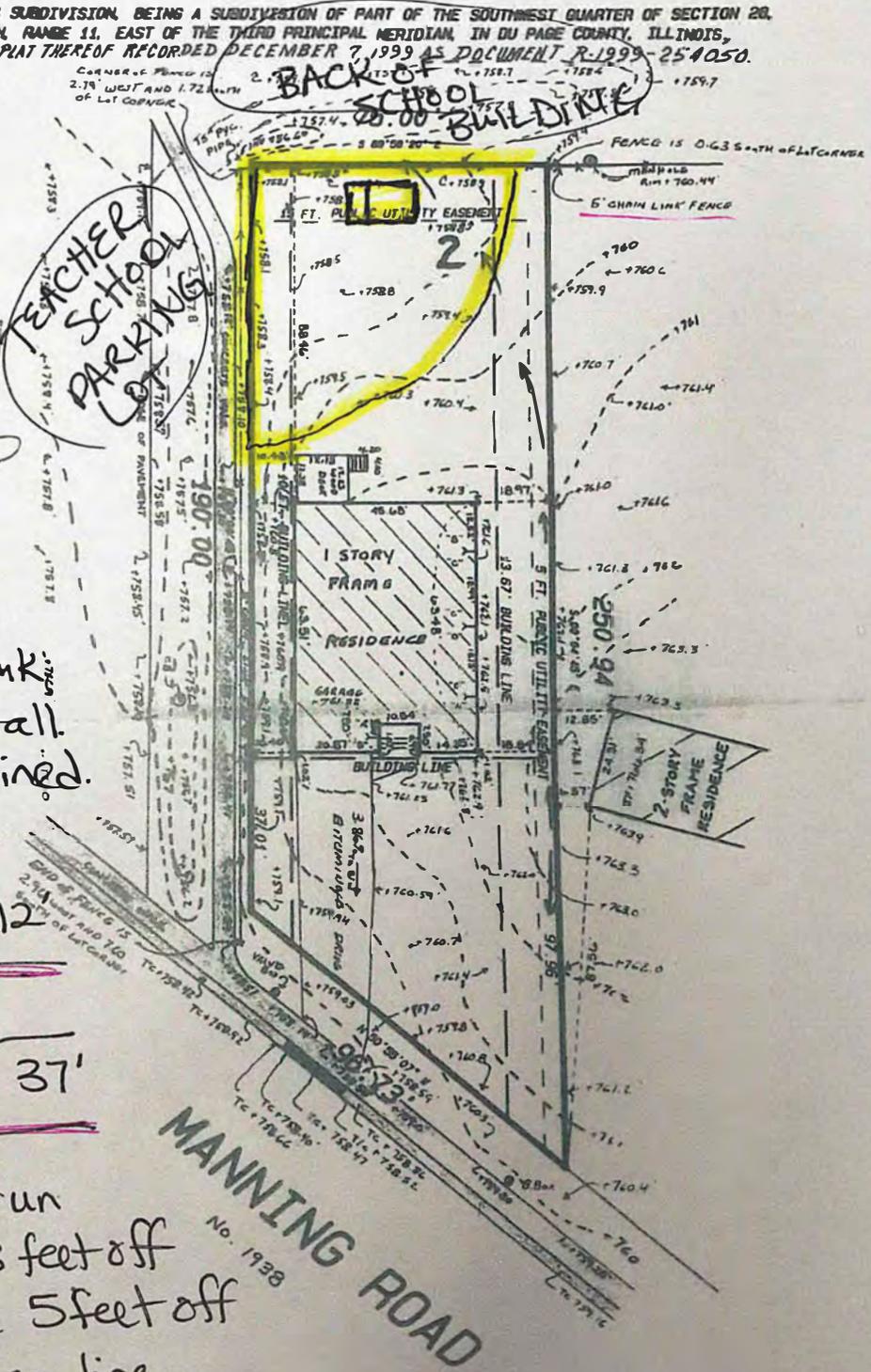
ORDERED BY: MR. BARR
ORDER NO. 17016

LOT 2 IN BETKE'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DU PAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 7, 1999 AS DOCUMENT R-1999-254050.

SCALE: 1 INCH = 30 FEET

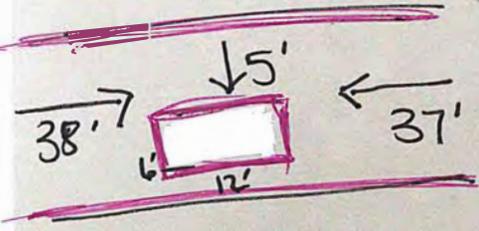


CITY OF DARIEN
Engineering Department
5-19-00
APPROVED
[Signature]



Side and back existing chain link fence five feet tall. Completely tree lined.

Coop & run is 6' x 12'



The coop and run are 37 and 38 feet off fence line and 5 feet off the back fence line.

TOPS OF FOUNDATION:
"A" = 763.71'
"B" = 761.95'
"C" = 762.51'

STATE OF ILLINOIS)
) S S
COUNTY OF DU PAGE)

I, FRANK J. DUDA, JR., A PROFESSIONAL ILLINOIS
HEREBY CERTIFY THAT I HAVE RECORDED THIS PLAT





7-5-1: CHICKENS:**(A) Definitions:**

| | |
|-------------|---|
| CHICKEN(S): | The common domestic fowl. |
| COOP: | A coop, building, pen or other enclosure, with or without an enclosed pen or hen yard, that is designed, constructed and maintained to confine fowl within the coop and to prevent access by predators and trespassers. |
| FOWL: | Any domesticated egg-laying chicken hen and shall exclude all roosters and chicken hens that have ceased laying eggs. |
| HEN: | A female chicken. |
| POULTRY: | Domestic fowl, such as chickens, turkeys, ducks, and geese. |
| ROOSTER: | A male chicken. |

(B) Requirements; Permits, Fees And Penalties:

1. The raising/keeping of hens shall be permitted on all single-family detached single-family residential zoning lots containing a minimum of six thousand (6,000) square feet as an accessory use.
2. A maximum of six (6) hens shall be permitted.
3. All hens shall be kept within a coop consisting of a covered enclosure/structure with an attached covered/enclosed outdoor area to prevent hens from encroaching onto neighboring properties.
4. An outdoor area a minimum of ten (10) square feet per hen will be required and a maximum of one hundred fifty (150) total square feet will be permitted for both the covered enclosure/structure and outdoor area. The total height of a coop may not exceed seven feet (7').
5. All enclosures/structures shall be located a minimum of twenty feet (20') from all lot lines.
6. All hens and enclosures/structures shall be kept/located in the rear yard only.
7. All areas where hens are kept shall be clean and well maintained on a daily basis, with little to no accumulation of waste. In addition, all areas where hens are kept shall not produce or cause odors that are detectable on adjacent properties. All feed shall be kept in a sealed metal container. All electrical appliances shall be UL listed and clearly labeled.
8. Perimeter fencing six foot (6') high, privacy/solid fencing shall be required around the entire rear yard.
9. Humane conditions are to be maintained year round.
10. Roosters are prohibited.
11. Slaughtering is prohibited.
12. No other poultry, including but not limited to geese, ducks and turkeys shall be kept on the property.
13. An initial hen permit shall be required for approval of hens, coops, and required fencing. Permit application shall be authorized by owner of property. Permit authorizes City staff to inspect property for compliance when deemed necessary. Permit approval is required prior to obtaining hens. The perimeter fence required by subsection (B)8 shall be installed prior to construction of the coop.
14. A hen permit issued by the City with a one-time fee of twenty five dollars (\$25.00) shall be required. A renewal permit/registration shall be required each year thereafter, with an additional fee of ten dollars (\$10.00).
15. A hen permit issued under this article shall be revoked upon the commission of three (3) violations within a period of twelve (12) months. If the permit is revoked, the property shall not be eligible for a permit for one year after revocation. Any enclosure/structure shall be required to be removed within fifteen (15) days of revocation.
16. Sales of egg(s) or hen(s) or anything related to chicken keeping is not allowed.
17. On or prior to May 1, 2021 all nonconforming properties must be brought into conformance with the keeping of hens regulations of this article. On or prior to March 1, 2021 residents with chickens and no existing privacy fence, will be required to show proof of contract for privacy fence. This period is for all purposes deemed an appropriate amortization period for each and every nonconforming property presently located within the corporate limits of the City or hereinafter located within the City by reason of annexation into the City of the lot or parcel on which the uses are located.

(C) Relief From Certain Requirements:

1. A party may obtain relief from one (1) or more of the requirements of Sections 7-5-1(B)(4) and (5) if the City Council determines:
 - (a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and
 - (b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.

(c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.

(d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.

(e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

(f) The plight of the owner is due to unique circumstances.

2. Any party seeking such relief shall file a request in writing, setting forth the relief requested and the basis for the request. If practicable, the request should include a drawing or photograph of the proposed improvement. No particular form is required. If the applicant is a tenant, the owner of the property must consent to the request in writing.

3. The matter will be referred to the Municipal Services Committee for review and recommendation to the City Council.

4. Upon receipt of the request, City staff will notify all property owners within one hundred twenty five feet (125') of the property for which relief is sought, as measured property line to property line, of the date that the request will be considered by the Committee. The notification shall be either by personal delivery or first class mail and shall include a copy of the request.

5. Following receipt of the Committee's recommendation, the Council will then by motion either grant the request (with or without conditions) or deny the request. The decision of the Council is final.

6. A party who had an operational coop and perimeter fencing or vegetation screening around the entire rear yard as of October 5, 2020 is also eligible to seek relief from Section 7-5-1(B)(8). (Ord. 0-19-20, 10-5-2020; amd. Ord. O-21-20, 11-2-2020)

Jordan Yanke

From: Wise, Andrew <awise@ccsd66.org>
Sent: Monday, June 6, 2022 9:31 AM
To: Jordan Yanke
Subject: Mrs. Monahan Request

Dear Jordan Yanke, Senior Planner of Community Development at The City of Darien:

I have received Mrs. Monahan request to have chickens at her residence. The school has no concerns with her request.

Please contact me if you have any additional questions or concerns.

Sincerely -

Andrew S. Wise, Ph.D
Superintendent of Schools
Center Cass District 66
699 Plainfield Road, Downers Grove, IL 60516
630.783.5153 • 630.442.2379
awise@ccsd66.org



Challenge, Inspire, Empower

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

Jordan Yanke

From: Susan Shewalter <theshewalters@comcast.net>
Sent: Monday, June 6, 2022 2:23 PM
To: Jordan Yanke
Subject: Chickens at 1938 Manning Rd

Dear Mr. Yanke,

I want to give a shout-out to Dan and Elisabeth Monahan (1938 Manning Rd), as chicken keepers. We have nothing but good things to say about having “chickens” as neighbors and we like the Monahan’s too!

Clean, quiet and fun to watch, we definitely give these chickens a thumbs up.

Susan Shewalter
1934 Manning Rd
Darien

Sent from my iPhone

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

AGENDA MEMO
CITY COUNCIL
JULY 18, 2022

CASE

PZC2022-02

Variation Requests (Electronic Message Board Sign)
 First American Bank – 2013 75TH Street

ORDINANCE

ISSUE STATEMENT

Petitioner (First American Bank c/o Parvin-Clauss Sign Company) seeks approval for variation requests from the City’s Sign Code. The petition specifically requests to allow for the construction/installation of an electronic message board sign. Property is located within the B-2 Community Shopping Center Business District and the variation requests are from the following standards in the City of Darien Sign Code:

- Sections 4-3-7(A)(11), 4-3-7(C)(4), and 4-3-10(B): Variation requests to allow for the construction/installation of an electronic message board sign and to permit illuminated signage with changing light intensity, brightness, and color.

GENERAL INFORMATION

| | |
|---------------------------|---|
| Petitioner: | Parvin-Clauss Sign Company |
| Property Owner: | First American Bank |
| Property Location: | 2013 75 TH Street |
| PIN Number: | 09-29-409-022 |
| Existing Zoning: | Community Shopping Center Business District (B-2) |
| Existing Land Use: | Financial Institution (i.e. Bank) |
| Comprehensive Plan: | Commercial (Existing); Commercial (Future) |
| Surrounding Zoning & Uses | |
| North: | General Services/Highway Business (B-3); Shopping Center (Downers Grove) |
| East: | General Retail Business (B-2); Restaurant (Downers Grove) |
| South: | Single Family Residence District (R-2); Single Family Residential |
| West: | Community Shopping Center Business District (B-2); Restaurant Under Construction |
| History: | The property and building were developed in accordance with the Intrepid Planned Unit Development (PUD) that was approved in 2005. |
| Size of Property: | 1.43 Acres |
| Floodplain: | According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site. |
| Natural Features: | N/A |
| Transportation: | The petition site gains access from 75 TH Street through a shared driveway. The property can also be accessed from Fairview Avenue via a driveway through the rear portion of the lot. |

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

- 1) [APPLICATION](#)
- 2) [JUSTIFICATION NARRATIVE](#)
- 3) [SIGN ELEVATION](#)
- 4) [SITE PLAN](#)

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)

- 5) [LOCATION MAP & AERIAL IMAGE](#)
- 6) [SITE PHOTOS](#)

PLANNING OVERVIEW/DISCUSSION

The subject property is located on the south side of 75TH Street, just west of Fairview Avenue. The bank (First American) is nestled between commercial properties to the east and west, while single-family homes are to the south. The bank currently shares a ground (i.e. monument) sign with the parcel to its west, which was originally a Steak 'n Shake. The property owners have agreed to remove the shared ground sign and construct their own.

The petitioner has proposed a new ground sign with electronic messaging. This element is not permitted by code, thus requiring variation approvals. The petition site is located in the B-2 Business District, which allows ground signs at a maximum of 60 square feet per side and 12 feet above grade. The proposed sign face totals 58.9 square feet per side, while the electronic message portion totals 28 square feet per side. The proposed height is 12 feet above grade. The sign will comply with all other ordinance standards outside of the electronic messaging provision.

(NOTE: The total structure frame is 87 square feet, but the sign face is less than the 60 square foot maximum. The maximum square foot standard is applicable to sign face.)

Furthermore, the petitioner states that the two (2) LED displays currently located in the bank's front windows will be removed if the City grants approval for the new ground sign. The two (2) LED displays were approved by the City in 2005.

Site Plan Review & Findings of Fact

City staff has reviewed the petitioner submitted documents. Staff has minor comments that can be addressed through the conditions of approval listed in the attached approval ordinance. The project meets all other standards. The petitioner submitted *Findings of Fact* that would support the variation requests. Those findings are attached to this memo under the submitted Justification Narrative.

Per Section 4-3-18 of the Sign Code, the Planning and Zoning Commission shall consider the following in reviewing a sign variation:

- 1. The available locations for adequate signage on the property.*
- 2. The effect of the proposed sign on pedestrian and motor traffic.*
- 3. The cost to the applicant in complying with the Sign Code as opposed to the detriment, if any, to the public from granting the variation.*
- 4. If undue hardships and practical difficulties result in complying with the Sign Code and if these hardships are a result of previous actions of the applicant.*
- 5. The general intent of the Sign Code (see below).*

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

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

Other/Historical Approval References

| | |
|--|--|
| - PZC2014-02 Chuck's Southern Comforts Café 8025 Cass Avenue | Height: 12' Size: 81 Square Feet Setback: 0' |
| - PZC2018-09 The Auto-Mobile Center of Darien 6710 Route 83 | Height: 23.33' Size: 200 Square Feet (50 for EMS) Setback: 80' |
| - PZC2020-09 University Dermatology 8110 Cass Avenue | Height: 6' Size: 36 Square Feet (20 for EMS) Setback: 4' |

PZC MEETING – 06/15/2022

The Planning and Zoning Commission reviewed this petition at its June 15, 2022 meeting. The petitioner was present and answered questions after staff’s introduction of the case. There was no public comment made.

Based on discussion by the Planning and Zoning Commission, the Commission made a motion to forward the case with a favorable recommendation. The motion passed with a 7-0 vote, subject to the following conditions:

- 1) Messages will be held for at least 60 seconds.**
- 2) Messages will change all at once.**
- 3) Illumination will maintain a constant light intensity or brightness.**
- 4) Illumination brightness will comply with the Sign Code.**
- 5) The electronic message board portion of the sign is limited to 28 square feet per side.**
- 6) Prior to issuance of a sign permit, applicant shall submit drawings to show compliance with the placement standards and landscaping requirements per code. The existing LED displays (QTY: 2) within the bank’s front windows shall also be removed.**

MSC MEETING – 07/11/2022

The Municipal Services Committee reviewed this petition at its rescheduled July 11, 2022 meeting. The petitioner was present and the Committee held a brief discussion on the case. Staff clarified there are no hours of operation restrictions for the sign. Staff also recommended a condition be added stating that the sign’s messages may display multiple colors.

The Committee made a motion to forward the case with a favorable recommendation to the City Council. The motion passed with a vote of 2-0, subject to the above-listed conditions. A condition pertaining to multiple-color messaging has been included in the attached approval ordinance for Council consideration.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the July 18, 2022 City Council agenda for formal consideration.



CITY OF DARIEN, ILLINOIS, Community Development Department

Variation/Special Use/Rezoning petition to the Mayor and City Council of the City of Darien:

| | |
|----------------|------------|
| Staff Use Only | |
| Case No.: | PZC2022-02 |
| Date Received: | 05/02/2022 |
| Fee Paid: | \$485.00 |
| Check No.: | 160394 |
| Hearing Date: | 06/15/2022 |

PETITIONER INFORMATION

Parvin-Clauss Sign Co
 Petitioner's Name

Mary Clauss
 Contact Name

165 Tubeway Dr Carol Stream Il 60188
 Address, City, State, Zip Code

630-510-2020 X4000
 Phone #

Fax #

mclauss@parvinclauss.com
 Email

First American Bank
 Owner's Name

2013 75th St Darien Il 60561
 Address, City, State, Zip Code

847-586-2347
 Phone #

jizzo@firstambank.com
 Email

RECEIVED
 MAY 02 2022
 Community Development
 City of Darien

PROPERTY INFORMATION

2013 75th Street
 Property address

09-29-409-022
 PIN(s)

53,066 sq ft
 Acreage

Zoning

Provide legal description on a separate sheet and attach, such as the plat of survey.

REQUEST

Brief description of the request(s): Variation Simple Variation
 Special Use Rezoning

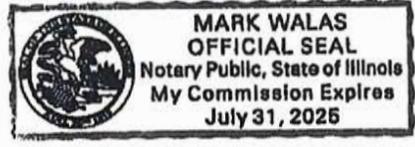
Install 58 square foot, 12' high double face illuminated ground sign with an electronic message sign.

I, MARK LICHT, do hereby certify that I am the owner of record (or one of the owners of record or the attorney for the owners of record of the aforesaid described property) and I hereby make application as such.

Mark Licht
 Signature

Subscribed and sworn to before this 28th day of April, 2022

Mark Walsh
Notary Public





Parvin-Clauss Sign Company
165 Tubeway Drive
Carol Stream, Illinois 60188

Telephone: 630-510-2020
Facsimile: 630-510-2074

Parvin-Clauss
Quality Signs Since 1952

www.parvinclauss.com

4-28-22
Village Of Darien
Attn: Jordan Yanke
RE: First American Bank Sign Variance Request

Justification Narrative

Petitioner is requesting approval of an electronic message display incorporated into the design of a monument sign addition at the entrance to their property at 2013 75th Street. They currently maintain two LED displays within the branch's N/W and N/E windows and if granted approval of variance request the bank would discontinue use of these.

First American Bank offers many different core products. With electronic message technology, we can centrally manage our signage program and electronically reflect rate and product changes in a timely manner. The signs will be installed with functionality limited to exclude flashing, scintillating or pulsing presentation.

The frequency of screen changes can be limited programmatically to accommodate the village's requirements; change will be a full screen replacement without blinking, scrolling, fading, motion or other action techniques thereby retaining the tasteful commercial presentation appropriate for a financial institution.

This request will have no adverse effect on the surrounding properties nor present any type of Public Safety concern.

 Reply  Reply All  Forward



Tue 7/12/2022 11:16 AM

Jennifer (Lynch) Zizzo <JZizzo@firstambank.com>

RE: Municipal Services Committee Meeting - July 11, 2022

To Jordan Yanke; Daniel Olson

Cc Mary Clauss

 You replied to this message on 7/12/2022 11:53 AM.

[Bing Maps](#)

+ Get more apps

Good morning Jordan,

The First American Bank EMC/digital signs operate 24 hours a day.

Thank you,

Jennifer Zizzo
AVP Marketing Coordinator

First American Bank
1650 Louis Avenue
Elk Grove Village, IL 60007
Phone/Fax: (847) 586-2347

PROJECT:

FIRST AMERICAN BANK

2013 75th Street
Darien, IL 60561

CUSTOMER APPROVAL:

DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Dan Olson / JB

DRAWN BY

Bill Marlow

DATE

4.21.22

SCALE

1/2" = 1'

SHEET NO.

1 of 1

ESTIMATE / JOB NUMBER

9590

FILE NAME

FAB9590

REVISIONS:

1 4.28.22 - o.a.h.

2 5.25.22 - phone number

3

4

5

6

7

8

This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the sign.

TOTAL SIGN COPY: 58.9 SQUARE FEET PER SIDE

(1) 8'-1" x 7'-3" x 2'-0" (58 SF) Double Face Illuminated Monument Sign (12'-0" x 7'-3" Overall)

Cabinet: Fabricated Aluminum Painted PMS 281 Blue & FAB Med. Bronze
(Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Smooth Satin Finish

Faces: .125" Aluminum Painted PMS 281 Blue & FAB Med. Bronze
(Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Smooth Satin Finish

First America Bank: Routed & Backed w/ #7328 White Acrylic

EMC Unit: WatchFire 10mm RGB LED / 120x210 matrix,
4'x7' view area / Primary/Primary - Fiber Optic Communication

Pole Cover: Fabricated Aluminum Painted FAB Med. Bronze
(Matthews 98573 N Satin - V 1.0 422 H-4, to match AKZO - 422 H-4)
- Phone # = 3M 7725-10 White Vinyl

Illumination: Sloan Prism Beam White LEDs w/ 60 Watt Power Supplies

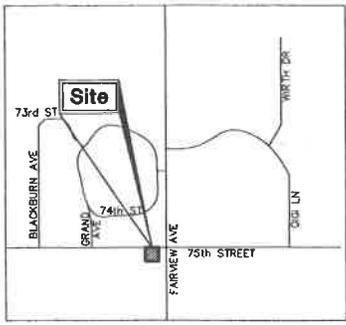
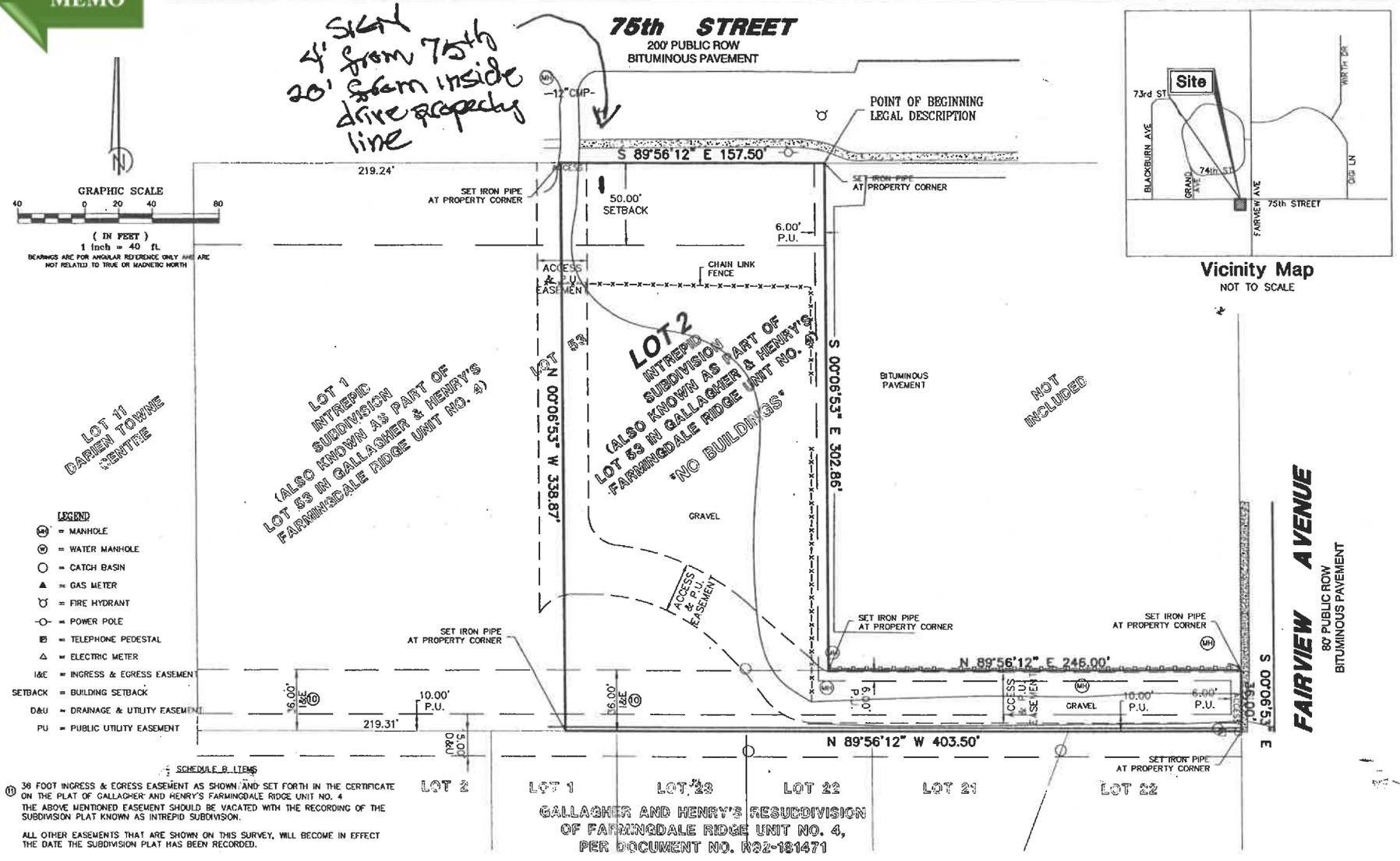
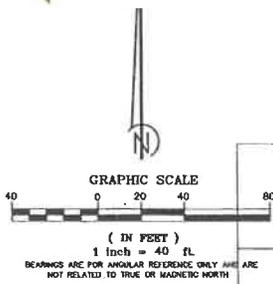
Power: (3) 20Amp @ 120Volts Electrical Circuit Run to Site by Others

Mounting: (1) 6" (6.625" O.D.) Sch. 40 Steel Pipe set into
3'-0" dia. x 5'-9" deep Concrete Foundation



MEMO

4' SKIN
20' from 75th
drive property
line



Vicinity Map
NOT TO SCALE

- LEGEND**
- ⊕ = MANHOLE
 - ⊙ = WATER MANHOLE
 - = CATCH BASIN
 - ▲ = GAS METER
 - ⊕ = FIRE HYDRANT
 - = POWER POLE
 - ⊕ = TELEPHONE PEDESTAL
 - ⊕ = ELECTRIC METER
 - Δ = INGRESS & EGRESS EASEMENT
 - SETBACK = BUILDING SETBACK
 - D&U = DRAINAGE & UTILITY EASEMENT
 - PU = PUBLIC UTILITY EASEMENT

① 36 FOOT INGRESS & EGRESS EASEMENT AS SHOWN AND SET FORTH IN THE CERTIFICATE ON THE PLAT OF GALLAGHER AND HENRY'S FARMINGDALE RIDGE UNIT NO. 4. THE ABOVE MENTIONED EASEMENT SHOULD BE VACATED WITH THE RECORDING OF THE SUBDIVISION PLAT KNOWN AS INTREPID SUBDIVISION.

ALL OTHER EASEMENTS THAT ARE SHOWN ON THIS SURVEY, WILL BECOME IN EFFECT THE DATE THE SUBDIVISION PLAT HAS BEEN RECORDED.

STATE OF ILLINOIS }
COUNTY OF DUPAGE } SS

- TO:
1. INTREPID PROPERTIES
 2. FIRST AMERICAN BANK
 3. CITY OF DARIEN
 4. CHICAGO TITLE INSURANCE COMPANY

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH "MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS" JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND NSPS IN 1999, AND INCLUDES ITEMS 2, 3, 4, 8, 9, 10 AND 11(A) OF TABLE A THEREOF. PURSUANT TO THE ACCURACY STANDARDS AS ADOPTED BY ALTA, NSPS AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION, UNDERSIGNED FURTHER CERTIFIES THAT THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE "MINIMUM ANGLE, DISTANCE AND CLOSURE REQUIREMENTS FOR SURVEY MEASUREMENTS WHICH APPLY TO THE REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS."

GIVEN UNDER MY HAND AND SEAL THIS 8TH DAY OF JANUARY, 2004.

James L. Harkness, Surveyor No. 1110

- SURVEYOR'S NOTES:**
1. CHICAGO TITLE INSURANCE COMPANY'S COMMITMENT NO. 1410 002303391 BEARING AN EFFECTIVE DATE OF OCTOBER 9, 2003 WAS UTILIZED FOR THE PREPARATION OF THIS SURVEY.
 2. THERE ARE NO PARKING SPACES ON THE SUBJECT PROPERTY.
 3. TOTAL LAND IS 62,226 SQUARE FEET OR 1.429 ACRES ±
 4. ACCESS TO PROPERTY IS FROM FAIRVIEW AVENUE.
 5. SURVEYED PARCELS APPEAR TO BE LOCATED IN ZONE C OF THE FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 170204 0008 B, WHICH BEARS AN EFFECTIVE DATE OF APRIL 15, 1991.
 6. ALL FIELD WORK WAS COMPLETED ON 8/5/03
 7. AT THE TIME OF THIS SURVEY THERE WAS NO EVIDENCE OF A CEMETERY ON THE SUBJECT PROPERTY.

LOT 2 IN INTREPID SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER _____ IN DUPAGE COUNTY ILLINOIS.

ALSO KNOWN AS PART OF LOT 53 IN GALLAGHER AND HENRY'S FARMINGDALE RIDGE UNIT NO. 4, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 11, 1989 AS DOCUMENT NO. R89-155864, IN DUPAGE COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE NORTHERN MOST NORTHEAST CORNER OF SAID LOT 53, THENCE SOUTH 00 DEGREE 06 MINUTES 53 SECONDS EAST, 302.86 FEET, ALONG THE EAST LINE OF SAID LOT; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, 248.00 FEET, ALONG THE NORTH LINE OF SAID LOT; THENCE SOUTH 00 DEGREE 06 MINUTES 53 SECONDS EAST, 36.00 FEET, ALONG THE EAST LINE OF SAID LOT, ALSO BEING THE WESTERLY RIGHT OF WAY LINE OF FAIRVIEW AVENUE; THENCE NORTH 89 DEGREES 56 MINUTES 12 SECONDS WEST, 403.50 FEET, ALONG THE SOUTH LINE OF SAID LOT; THENCE NORTH 00 DEGREE 06 MINUTES 53 SECONDS WEST, 338.87 FEET, TO A POINT ON THE NORTHERLY LINE OF LOT 53; THENCE SOUTH 89 DEGREES 56 MINUTES 12 SECONDS EAST, 157.50 FEET, ALONG SAID NORTH LINE OF SAID LOT, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF 75TH STREET, TO THE POINT OF BEGINNING.

ALTA/ACSM LAND TITLE SURVEY

The Baisamo/Olson Engineering Company
Land Planning | Environmental Science | Landscape Architecture | Civil Engineering | Construction Services
4906 Main Street, Suite 101, Lisle, Illinois 60532
(630) 720-9800 • Fax: (630) 720-9853

| | | |
|------|-----------|----|
| DATE | REVISIONS | BY |
| | | |
| | | |
| | | |
| | | |

ALTA/ACSM LAND TITLE SURVEY
DARIEN, ILLINOIS
INTREPID PROPERTIES

PROJ. NO.: 211
DRAWN BY: JCD
DATE: 1/2/04
SCALE: 1"=40'

SHEET
1 OF 1
03-1034-401

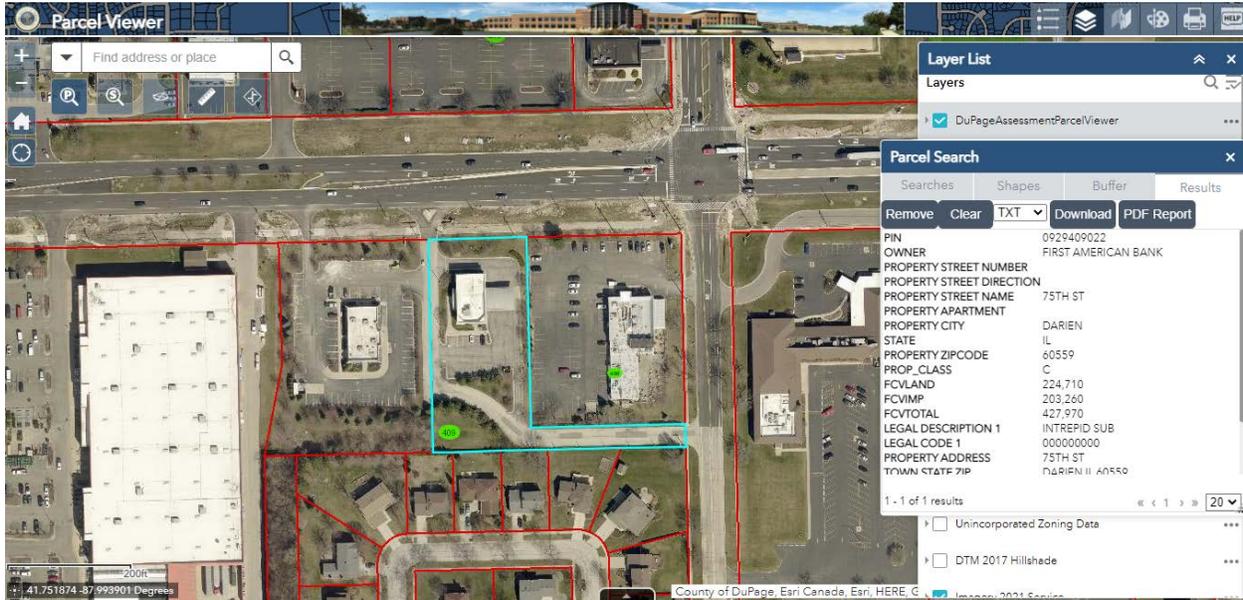
Darien, Illinois



Google

Image capture: Oct 2018 © 2022 Google

Street View - Oct 2018







**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW THE
CONSTRUCTION OF AN ELECTRONIC MESSAGE BOARD SIGN**

(PZC2022-02: FIRST AMERICAN BANK, 2013 75TH STREET)

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 18TH DAY OF JULY, 2022**

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of _____, 2022.**

ORDINANCE NO. _____

**AN ORDINANCE GRANTING A SERIES OF VARIATIONS TO ALLOW THE
CONSTRUCTION OF AN ELECTRONIC MESSAGE BOARD SIGN**

(PZC2022-02: FIRST AMERICAN BANK, 2013 75TH STREET)

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

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

WHEREAS, the property legally described in Section 1 (the “Subject Property”), is zoned B-2 Community Shopping Center Business District pursuant to the Darien Zoning Regulations;

WHEREAS, the petitioner has requested approval of a variation from the terms of the Darien Sign Code to allow the construction of an illuminated electronic message board sign; and

WHEREAS, pursuant to notice as required by law, the City’s Planning and Zoning Commission conducted a public hearing on June 15, 2022, and has forwarded its findings and recommendation of approval of this petition to the City Council; and

WHEREAS, on July 11, 2022, the City’s Municipal Services Committee reviewed the petition and has forwarded its recommendation of approval of this petition to the City Council; and

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

ORDINANCE NO. _____

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 2013 75TH Street, Darien, Illinois, and legally described as follows:

LOT 2 IN INTREPID SUBDIVISION, BEING A RESUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 14, 2004 AS DOCUMENT R2004-012801, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-29-409-022

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

- A. A variation from Sections 4-3-7(A)(11) and 4-3-10(B) of the Darien Sign Code to permit the construction of an electronic message board sign.
- B. A variation from Section 4-3-7(C)(4) of the Darien Sign Code to permit illuminated signage with changing light intensity, brightness, and color.

A copy of the approved signage detail is attached hereto as **EXHIBIT A** and made a part hereof.

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

- 1) Messages will be held for at least 60 seconds.
- 2) Messages will change all at once.
- 3) Illumination will maintain a constant light intensity or brightness.
- 4) Illumination brightness will comply with the Sign Code.

ORDINANCE NO. _____

- 5) The electronic message board portion of the sign is limited to 28 square feet per side.
- 6) Prior to issuance of a sign permit, applicant shall submit drawings to show compliance with the placement standards and landscaping requirements per code. The existing LED displays (QTY: 2) within the bank’s front windows shall also be removed.
- 7) Messages may display multiple colors.

SECTION 4: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter no delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July, 2022.

AYES _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 18th day of July, 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



TOTAL SIGN COPY: 58.9 SQUARE FEET PER SIDE

(1) 8'-1" x 7'-3" x 2'-0" (58 SF) Double Face Illuminated Monument Sign (12'-0" x 7'-3" Overall)

Cabinet: Fabricated Aluminum Painted FMS 2B1 Blue & FAB Med. Bronze
(Matthews 98573 N Satin - Y 1.0 422 H-4, to match AKZ0 - 422 H-4)
- Smooth Satin Finish

Faces: .125" Aluminum Painted FMS 2B1 Blue & FAB Med. Bronze
(Matthews 98573 N Satin - Y 1.0 422 H-4, to match AKZ0 - 422 H-4)
- Smooth Satin Finish

First America Bank: Routed & Backed w/ #732B White Acrylic
EMC Unit: WatchFire 10mm RGB LED / 120x210 matrix,
4'x7' view area / Primary/Primary - Fiber Optic Communication

Pole Cover: Fabricated Aluminum Painted FAB Med. Bronze
(Matthews 98573 N Satin - Y 1.0 422 H-4, to match AKZ0 - 422 H-4)
- Phone # - DM 7725-10 White Vinyl

Illumination: Sloan Prism Beam White LEDs w/ 60 Watt Power Supplies

Power: (3) 20Amp @ 120Volts Electrical Circuit Run to Site by Others

Mounting: (1) 6" (6.625" O.D.) Sch. 40 Steel Pipe set into
3'-0" dia. x 5'-0" deep Concrete Foundation



Parvin-Claus
SIGN COMPANY

Design • Fabrication • Installation • Maintenance
1st Floor Maple Drive • Carol Stream, IL 60188
Tel: 630-318-0222 • Fax: 630-318-0274
e-mail: info@parvinclaus.com
www.parvinclaus.com

PROJECT:

FIRST AMERICAN BANK
2013 75th Street
Darien, IL 60561

CUSTOMER APPROVAL:
DATE

AUTHORIZED SIGNATURE

REPRESENTATIVE

Dan Olson / JB

Bill Marlow

DATE 4.21.22

SCALE 1/2" = 1'

SHEET NO. 1 of 1

ESTIMATE / JOB NUMBER 3580

FILE NAME FAB0580

REVISIONS:

1 4.28.22 - c.a.h.

2 5.25.22 - phone number

3

4

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This sign is intended to be installed in accordance with the requirements of Article 600 of the National Electrical Code and/or other applicable local codes. This includes proper grounding and bonding of the signs.



This sign is built to UL Standards for operation in North America.

This Document is covered by, and the information contained in it is proprietary to, Parvin-Claus Sign Company. By receipt hereof the holder agrees not to use the information, disclose it to any third party, nor reproduce this document without the prior written consent of Parvin-Claus Sign Company. Holder also agrees to immediately return this document upon request of Parvin-Claus Sign Company.

© Copyright 2022 by Parvin-Claus Sign Co.

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

A resolution authorizing the purchase of one new Snap-on mechanics toolbox awarded to Snap-on Industrial, in an amount not to exceed \$14,718.34.

RESOLUTION

BACKGROUND/HISTORY

The proposed request is for one maintenance shop toolbox the Mechanic uses to perform upkeep on Municipal and Police Vehicles. The existing toolbox is no longer adequate for the space needed to store tools and over 30 years old with rusted drawer rollers became difficult use. The new unit has thirty percent greater storage space to accommodate the mechanics needs.

The equipment will be utilized for storage of the mechanic tools to service the Municipal Services and the Police Department Fleets. Staff has selected Snap-on Industrial to supply the toolbox and will be purchased through the Sourcewell Purchasing Cooperative, under contract #013020. See [Attachment A](#).

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

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | FY22-23 BUDGET | PROPOSED EXPENDITURE | PROPOSED BALANCE |
|-----------------------|---|-----------------------|-----------------------------|-------------------------|
| 01-30-4259 | OPERATING ESPENSES Small Tools & Equipment | \$ 15,000.00 | \$ 14,718.34 | \$ 281.66 |

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolution authorizing the purchase of one new Snap-on mechanics toolbox awarded to Snap-on Industrial, in an amount not to exceed \$14,718.34.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the July 18, 2022 City Council agenda for formal consideration.

**Solicitation Number: RFP#013020****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Snap-on Industrial, A Division of IDSC Holdings LLC**, 2801 80th St., Kenosha, WI 53143 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires April 13, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Member in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Member.

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

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal. In the event the IPLHF7 net price for any item falls below Snap-on's delivered GSA price, Snap-on will have the option to remove the product from its contract offering or increase contract price to 1% above delivered GSA net.

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

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

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

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

Sourcewell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Member.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number
- Clearly specify the requested change
- Provide sufficient detail to justify the requested change
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change)
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Members that can legally access the Equipment, Products, or Services under this Contract within the United States. A Member's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Member's use of this Contract is at the Member's sole convenience and Members reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

B. **PUBLIC FACILITIES.** Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Member policies and procedures, and all applicable laws.

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member. Snap-on reserves the right to refuse service to any Sourcewell member based on credit worthiness.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Member requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Member and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Member fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal or state laws or regulations prohibit the purchase or change the Member's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Member.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Member's purchase order will be determined by the Member making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Member inquiries; and
- Business reviews to Sourcewell and Members, if applicable.

B. **BUSINESS REVIEWS.** Vendor must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to members, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcewell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcewell Assigned Entity/Member Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for one percent (1%) multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than thirty (30) days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.
- B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.
- C. **FEDERAL TRANSIT ADMINISTRATION.** Sourcewell reserves the right to amend this Contract to include requirements relating to any subsequent changes affecting the use of inter-governmental cooperative purchasing agreements by FTA grant recipients.
- D. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.
- E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.
- F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Members, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INTELLECTUAL PROPERTY

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Members against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Members by any person on account of the use of any Equipment or Products by Sourcewell or its Members supplied by Vendor in violation of applicable patent or copyright laws.

15. PUBLICITY, MARKETING, AND ENDORSEMENT

A. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

B. **MARKETING.** Any direct advertising, marketing, or offers with Members must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

C. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have thirty (30) calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcewell and/or its Members as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Member order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition). At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, will be provided as broad as that which is provided by the CGL Form CG 00 01 0413 or its equivalent, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer).

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:
\$2,000,000 per claim or event
\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
\$2,000,000 per occurrence
\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable certificates and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Vendor agrees to name Sourcewell and its Members, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or

“work” performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell’s approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Member. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Member accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor

certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a

satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon sixty (60) days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Termination of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to termination.

Sourcewell

Snap-on Industrial, A Division of IDSC Holdings LLC

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139DD6489...
Jeremy Schwartz
Title: Director of Operations & Procurement/CPO
Date: 4/14/2020 | 3:07 PM CDT

DocuSigned by:
By: Bart A. Wignall
86A87D550A6A4CC...
Bart A. Wignall
Title: President, Industrial Division & Vice President, IDSC Holdings LLC
Date: 4/14/2020 | 1:45 PM PDT

Approved:
DocuSigned by:
By: Chad Coauette
7E42B8FB17A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 4/14/2020 | 3:50 PM CDT

RFP 013020 - Vehicle Lifts, with Garage and Fleet Maintenance Equipment

Vendor Details

Company Name: Snap-on Industrial, A Division of IDSC Holdings LLC
Does your company conduct business under any other name? If yes, please state: Snap-on Industrial
Address: 2801 80th St.
Kenosha, Wisconsin 53143
Contact: Randie Van Ness
Email: randie.l.vanness@snapon.com
Phone: 386-527-4101
Fax: 407-328-8943
HST#: 364070294

Submission Details

Created On: Friday January 03, 2020 10:22:45
Submitted On: Wednesday January 29, 2020 16:37:40
Submitted By: Randie Van Ness
Email: randie.l.vanness@snapon.com
Transaction #: 52c32468-14ee-42bf-a710-05f65e2be6de
Submitter's IP Address: 97.103.24.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

| Line Item | Question | Response * |
|-----------|--|---|
| 1 | Proposer Legal Name (and applicable d/b/a, if any): | Snap-on Industrial, A Division of IDSC Holdings LLC |
| 2 | Proposer Address: | 2801 80th St. Kenosha, WI 53143 |
| 3 | Proposer website address: | www.snapon.com |
| 4 | Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract): | John Gowey, Vice President- Sales North America Critical Industries, 2801 80th St. Kenosha, WI 53143, John.C.Gowey@snapon.com, 262-646-4712 |
| 5 | Proposer's primary contact for this proposal (name, title, address, email address & phone): | Bobby Draper, National Contract Manager, 2801 80th St. Kenosha, WI 53143 Robert.L.Draper@snapon.com, 985-807-3111 |
| 6 | Proposer's other contacts for this proposal, if any (name, title, address, email address & phone): | Randie Van Ness, National Contract and Project Manager, 2801 80th St. Kenosha, WI 53143 Randie.L.Vanness@snapon.com, 386-527-4101 |

Table 2: Company Information and Financial Strength

| Line Item | Question | Response * |
|-----------|--|---|
| 7 | Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services. | Snap-on Industrial's parent company, Snap-on Incorporated, a \$3.7 billion, S&P 500 Company headquartered in Kenosha, Wisconsin, was founded in 1920 and is a leading global innovator, manufacturer and marketer of tools and equipment for professional users performing critical tasks. Products and services include hand and power tools, tool storage, fleet maintenance diagnostics, garage equipment and shop tools. Snap-on Industrial services customers in various industries, including fleet, state and local governments, technical education, maintenance, military, power generation and aerospace. |
| 8 | Provide a detailed description of the products and services that you are offering in your proposal. | All products listed in section B, 1 and 2 of the RFP with the exception of exhaust ventilation systems and vehicle wash systems. |
| 9 | What are your company's expectations in the event of an award? | The contract will provide a multi-million dollar contractual pathway for many public sector customers to access Snap-on products. |
| 10 | Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. | Snap-on Incorporated, a 100 year old company, is traded on the NYSE under the symbol SNA. The company enjoys exceptional financial strength. Snap-on Incorporated's most recent (2018) Annual Report is attached, detailing all relevant financial information. |
| 11 | What is your US market share for the solutions that you are proposing? | Snap-on enjoys strong market share across its entire product line. According to the 2018 Frost and Sullivan survey of United States Automotive Technicians, Snap-on's market share for hand tools is 73%, 63% for diagnostic equipment, 55% for power tools and 72% for tool storage. |
| 12 | What is your Canadian market share, if any? | Not applicable for this proposal. |
| 13 | Has your business ever petitioned for bankruptcy protection? If so, explain in detail. | No. |
| 14 | How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party? | "B". Snap-on is the manufacturer and direct marketer of its products. Snap-on Industrial's employee sales team consists of Account Managers, Sales Managers and Business Managers supported by a National Industrial Customer Service Center, Corporate Contract Administration and Contract Management. |
| 15 | If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP. | Snap-on products meet or exceed all industry certifications. All standard lift products are ALI certified. Snap-on Industrial is registered to do business in all 50 US states. |
| 16 | Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years. | Snap-on Industrial has had no suspensions or debarments in the last 10 years. |
| 17 | Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services. | Snap-on Industrial offers product solutions in all subcategories except II.B.2.e and g. Snap-on's entire product offering can be found at: www.snapon.com . PDF catalog has been attached in the file under marketing materials. |

Table 3: Industry Recognition & Marketplace Success

| Line Item | Question | Response * |
|-----------|--|--|
| 18 | Describe any relevant industry awards or recognition that your company has received in the past five years | Snap-on regularly receives recognition for its innovative products. In 2019 Professional Tools & Equipment News (PTEN) designated 10 Snap-on products for "People's Choice" Awards. Recognition was given for advanced digital multimeters, tire pressure monitoring systems, refrigerant recovery equipment, heavy duty off-road creepers, air-assist telescopic transmission jack, magnetic mountable headlamp, heavy duty shop carts, Advanced Drivers Assistant Systems (ADAS) software, automotive scan tools and digital thermal imaging. |
| 19 | What percentage of your sales are to the governmental sector in the past three years | Sales to government sector customers, including Federal, state and local, over the last 3 years averaged 24% of total Snap-on Industrial sales. |
| 20 | What percentage of your sales are to the education sector in the past three years | Sales to educational customers over the last 3 years averaged 16% of total Snap-on Industrial sales. |
| 21 | List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Texas (GSA MAS) - 2019 - \$1.1M, 2018 - \$1.1M, 2017 - \$1.3M Ohio (GSA MAS) - 2019 - \$1.3M, 2018 - \$1.4M, 2017 - \$1.4M California (GSA MAS) - 2019 - \$5.3M, 2018 - \$2.3M, 2017 - \$2.7M NASPO Vehicle Lifts and Garage Associated Equipment- 2019 - \$4.2M, 2018 - \$2.5M, 2017 - \$.7M* *Implemented May 2017. NASPO Professional Grade Tools and Diagnostic Equipment- 2019 - \$15M, 2018 - \$22.5M**, 2017 - \$17M **Combination of Small Hand and Power Tool Contract (expired August 2018) and Professional Grade Tools and Diagnostic Equipment. |
| 22 | List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years? | Contract, 47QSHA19D005N. Sales-, 2019 - \$29.3M, 2018 - \$24.8M, 2017 - \$18.7M |

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

| Entity Name * | Contact Name * | Phone Number * |
|-------------------------------------|----------------|----------------|
| Louisiana Department of Corrections | John Easley | 985-507-3013 |
| Clark County Nevada | John Boris | 702-455-8545 |
| Township High School District 211 | Barb Peterson | 847-755-6669 |

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

| Entity Name | Entity Type * | State / Province * | Scope of Work * | Size of Transactions * | Dollar Volume Past Three Years * |
|--------------------------|---------------|--------------------|--|------------------------------|---|
| Government-Local | Government | New York - NY | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$1.1M, 2018- \$1.3M and 2017- \$1.3M |
| Education-Secondary | Education | California - CA | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$.6M, 2018- \$.4M and 2017- \$.2M |
| Education-Post Secondary | Education | Tennessee - TN | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$.5M, 2018- \$.1M and 2017- \$.7M |
| Education-Technical | Education | Pennsylvania - PA | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$.4M, 2018- \$.5M and 2017- \$.6M |
| Education-Secondary | Education | Texas - TX | Multiple purchases of hand and power tools, tool storage, diagnostic, fleet management and undercar equipment. | Multiple transaction values. | 2019- \$.4M, 2018- \$.2M, 2017- \$.07M |

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell Members across the US, and Canada if applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

| Line Item | Question | Response * |
|-----------|--|---|
| 25 | Sales force. | Snap-on Industrial's US employee sales team consists of 305 Account Managers, Sales Managers and Business Managers disbursed throughout all 50 states. |
| 26 | Dealer network or other distribution methods. | No dealers, franchisees or distributors will be used in the performance of this contract. |
| 27 | Service force. | Three Snap-on Repair Centers - Eastern, Western and Northern - service tools and equipment in addition to Snap-on's network of 78 Field Service Technicians and 37 Authorized Independent Service Contractors. |
| 28 | Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises. | Snap-on Industrial's National Industrial Service Center, Account Managers and Sales Managers are the primary points of contact for customer service, product warranty and repairs. All calls and inquiries are responded to in a timely manner. |
| 29 | Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract. | Snap-on Industrial offers full US coverage, however, no sales or service is offered under this proposal for Canada or the US Territories. |
| 30 | Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract? | Snap-on Industrial will service all Sourcewell members in the US. |
| 31 | Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories. | Snap-on Industrial will have no additional contract requirements or restrictions for Sourcewell members in Alaska or Hawaii, however, the US Territories are excluded under this agreement. |

Table 7: Marketing Plan

| Line Item | Question | Response * |
|-----------|--|---|
| 32 | Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response. | In addition to Snap-on's full line catalog, marketing materials are distributed by Account Managers during onsite sales calls as well as electronically. Catalog 1400i and examples of typical quarterly brochures have been uploaded. |
| 33 | Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness. | Snap-on Industrial has a dedicated website, https://b2b.snapon.com/ , a digital catalog website and social media presence on YouTube, Facebook, Twitter and Instagram. |
| 34 | In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process? | Snap-on Industrial would look to Sourcewell to continue to build its member base. Snap-on would promote the contract and membership through the Industrial sales force with marketing materials containing contract information and product offering. |
| 35 | Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it. | Snap-on Industrial has an eCat website for eligible registered members to procure items at contract prices. The ability to interface for EDI, Ariba and other electronic purchasing platforms is also available. |

Table 8: Value-Added Attributes

| Line Item | Question | Response * |
|-----------|---|--|
| 36 | Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply. | Standard product training is provided by Snap-on Industrial sales personnel as a no-charge, value-added service. Optional advanced training is offered, from time to time, on select topics and products. Charges, if any, vary and are published at time of offering. |
| 37 | Describe any technological advances that your proposed products or services offer. | Since its founding 100 years ago, one of Snap-on's core beliefs has been fearless innovation. There's no better metric for measuring its success in that area than the number of patents it holds. Snap-on has been awarded over 3,300 patents; more than 1,700 of these have been awarded in the last 20 years, evidencing the accelerating pace of innovation. |
| 38 | Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each. | Snap-on is committed to creating quality products, while providing a safe and healthy workplace and acting as an environmentally responsible neighbor. A copy of Snap-on's Corporate Responsibility Statement and Environmental Health Policy is included in the uploaded documents.. |
| 39 | Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors. | Snap-on's product families are not classified into any of these categories. |
| 40 | Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response. | Snap-on has an established supplier diversity process to ensure minority, women-owned and veteran-owned businesses have equal access to internal contract opportunities. See uploaded Supplier Diversity Statement for more details. |
| 41 | What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members? | Snap-on products are a preferred brand of choice in the marketplace. This status was obtained through 100 years of creating value for Snap-on customers. Selling directly to customers maximizes the opportunity for customer feedback and focuses efforts on providing products that enhance safety, maximize productivity and control costs. Snap-on's Quality Policy has been uploaded. |
| 42 | Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada. | No sales or service is offered under this proposal for Canadian Sourcewell members. |

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 43 | Do your warranties cover all products, parts, and labor? | Yes. See uploaded Snap-on warranty policy. | * |
| 44 | Do your warranties impose usage restrictions or other limitations that adversely affect coverage? | No. | * |
| 45 | Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs? | Yes. | * |
| 46 | Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair? | No. | * |
| 47 | Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer? | Third party manufactured items are subject to the original equipment manufacturer's warranty. | * |
| 48 | What are your proposed exchange and return programs and policies? | Product with current part numbers may be returned for credit if original packaging is unopened and undamaged. Customer is responsible for transportation costs unless the return is the result of an error on Snap-on's part. | * |
| 49 | Describe any service contract options for the items included in your proposal. | Many out of warranty Snap-on products can be repaired under a flat rate program. See uploaded file for details. Other out of warranty repairs are quoted on an individual basis. | * |

Table 10: Payment Terms and Financing Options

| Line Item | Question | Response * | |
|-----------|--|---|---|
| 50 | What are your payment terms (e.g., net 10, net 30)? | Net 30, FOB Origin, Freight Prepaid. | * |
| 51 | Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions? | Leasing and financing options are available through Snap-on Financial Services and are quoted on a case by case basis. | * |
| 52 | Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders. | All orders will be processed at Snap-on's National Industrial Customer Service Center (ICSC). Customers can submit orders through their Snap-on Industrial Account Manager or directly to the ICSC by phone, mail, fax, email, online through the B2B website, EDI, Ariba or through various other electronic platforms. Snap-on Industrial anticipates no challenges in complying with the quarterly reporting requirements. | * |
| 53 | Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process? | Snap-on will accept P-cards with no additional charges to Sourcewell members. | * |

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

| Line Item | Question | Response * |
|-----------|---|---|
| 54 | Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response. | Snap-on Product Managers assign each product to a price group and each price group has a designated discount percentage. See the uploaded Product Price Group (PPG) document for discount details. The discount percentage will be applied to the IPLHF7 list price. See the uploaded IPLHF7 price list for part number and product group specifics. Pricing will be updated annually. From time to time a product's price group may be changed. The designated price group discounts will remain unchanged throughout the term of the contract. Price group categories may be added or deleted at Product Management's discretion. |
| 55 | Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range. | Price Group discounts range from 0% to 68.34%. See uploaded PPG for details. |
| 56 | Describe any quantity or volume discounts or rebate programs that you offer. | No quantity or volume discounts or rebate programs are offered under this proposal. |
| 57 | Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request. | As described in number 54 above, all products are assigned to a price group. Any "sourced" product will be discounted according to its assigned price group. |
| 58 | Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer. | The only element of total cost of acquisition not submitted is installation. This applies primarily, but not exclusively, to lifts. Installation charges will be quoted in advance. Any such charges will be imposed directly by Snap-on. No third parties will submit any charges under this proposal. |
| 59 | If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program. | All prices quoted are delivered prices. |
| 60 | Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery. | All prices quoted are delivered prices for the 50 US states. No sales will be made under this agreement in Canada or any offshore location. |
| 61 | Describe any unique distribution and/or delivery methods or options offered in your proposal. | Snap-on's standard delivery is UPS Ground up to the allowed weight limits and LTL for larger shipments. The customer may request expedited shipping at their expense. |

Table 12: Pricing Offered

| Line Item | The Pricing Offered in this Proposal is: * | Comments |
|-----------|---|---------------------------------|
| 62 | b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments. | See uploaded IPLHF7 price list. |

Table 13: Audit and Administrative Fee

| Line Item | Question | Response * |
|-----------|--|---|
| 63 | Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. | Snap-on will employ a specific price matrix (IPLHF7) for this contract. Sourcewell member accounts will be linked to this price matrix. The matrix will not allow price deviation or product substitution. Quarterly report information is generated by a query of all accounts linked to the matrix. This is the same process Snap-on has used for many years in managing its contracts. |
| 64 | Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.) | 0.5% of net sales excluding taxes. |

Table 14: Industry Specific Questions

| Line Item | Question | Response * |
|-----------|---|---|
| 65 | If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract. | Overall sales and new accounts are the primary metrics to measure for contract success. |
| 66 | Identify any certification(s) that your business or the products included in your proposal have attained or received. | Snap-on Incorporated is ISO 14001 and ISO 9110 framework certified as well as conforming to OHSAS 18001 safety standards. Documentation uploaded. |
| 67 | Describe the ability to adapt your products through modification or replacement to address obsolescence resulting from advances in technology. | Snap-on continually develops updates, upgrades and accessories for its products to extend their useful life and address changing technology. One example would be software upgrades for handheld diagnostic equipment, which when installed extends the equipment's useful life for many years. |
| 68 | For installation, repair, maintenance or warranty services included in your proposal, describe the training and/or certifications held or received by your service force. | All service personnel receive training appropriate to their requirements. |
| 69 | Describe your capabilities as it relates to the serviceability of the products included in your proposal (parts availability, response times, technical support, etc.). | Parts are stocked in 4 distribution centers across the US. Service work is performed at 3 service centers in the US and onsite by service personnel for certain products. |

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Financial Strength and Stability - Question 10 Snap-on Incorporated 2018 Annual Report.pdf - Wednesday January 29, 2020 14:57:30
- Marketing Plan/Samples - Snap-on Industrial Marketing Plan Samples.zip - Wednesday January 29, 2020 15:07:15
- WMBE/MBE/SBE or Related Certificates - Question 40 Snap-on Industrial Supplier Diversity Statement.pdf - Wednesday January 29, 2020 15:07:51
- Warranty Information - Question 40 Snap-on Industrial Warranty Policy.pdf - Wednesday January 29, 2020 15:08:02
- Pricing - Snap-on Industrial Pricing Documents.zip - Wednesday January 29, 2020 15:08:22
- Additional Document - Snap-on Industrial Additional Documents.zip - Wednesday January 29, 2020 15:08:38

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - John Gowey, Vice President - Sales North America Critical Industries, Snap-on Industrial, A Division of IDSC Holdings LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

| Price Group | 7SW Discount % | Hand Tools | Power Tools | Equipment | Tool Storage |
|-------------|----------------|---|--------------------------------------|--|---|
| A00 | 45.12 | Chrome Plated Ratchets, Sockets, Extensions, Screwdrivers, Wrenches, Scis, Impact Sockets, L-shaped Wrenches | | | |
| A01 | 45.12 | Limited Discount For Products Similar To A | | | |
| A02 | 45.12 | Shared CDI Torque adaptors | | | |
| A03 | 45.12 | Shared CDI Torque adaptors | | | |
| A41 | 45.12 | Specially priced chrome socket and wrench sets | | | |
| A43 | 45.12 | Select chrome plated sockets in 1/4", 3/8" & 1/2" drive. Select wrenches in OEX and SOEX series | | | |
| B00 | 45.12 | Industrial (Black) Finish Sockets, Power Sockets, Wrenches, L-Shaped Wrenches, Adj. Chrome Wrenches, Adj. Wrenches, Screwdrivers, Nut Drivers, Pliers-Combo Slip Joint, Special Purpose, Lineman, Standard Adj. Joint, Needle Nose, Cutters, Electronic Pliers, Click type Torque | | Meters | KRL Series: Top Chests, Cabinets, Roll Cabinets, End Cabinets |
| B01 | 45.12 | Limited Discount For Products Similar To B, CG & CJ series pullers, Techwrench, TO series torque | | | |
| B02 | 45.12 | Shared CDI Torque adaptors | | | |
| B03 | 45.12 | Shared CDI Torque adaptors | | | |
| BLG | 63.06 | 3/4" drive impact sockets and drive tools, 1" drive & larger industrial finish sockets and drive tools. Industrial finish combination wrenches 2 1/16" and larger, heavy duty tubular handle and striking wrenches | | | |
| C00 | 35.62 | Heavy Duty Pliers, Adjustable Pliers-Pipe Wrench, Undercut Tongue & Grove, Snap Ring Pliers, Insulated Screwdrivers, Sockets, Pliers, Wrenches, TE series torque wrenches | Snap-on & Blue Point Brand Air Tools | | |
| C01 | 35.62 | Limited Discount For Products Similar To C, Industrial specials | | | |
| C02 | 35.62 | Shared CDI Torque adaptors | | | |
| C03 | 35.62 | Shared CDI Torque adaptors | | | |
| CKA | 39.84 | | | Certification Kits | |
| CKB | 24.01 | | | Certification Kits | |
| CKC | 5.01 | | | Certification Kits | |
| CKD | 22.95 | | | Certification Kits | |
| D00 | 33.51 | Blue Point, Cobra, Alligator, Vise Grip Brand Products, T-Shaped Wrenches, Adjustable Wrenches, TTC torque testers, Non-Snap-on Produced Products | | Air conditioning service centers, Outside Equipment, scanners, accessories | KRA Series, Carts, Top Chests, Cabinets, Roll Cabinets, End Cabinets, Accessories |
| D01 | 33.51 | Limited discounts on Industrial specials, Bits, Techwrench, Non-Snap-on Produced Products | | | |
| D02 | 33.51 | Shared CDI Torque adaptors | | | |
| D03 | 33.51 | Shared CDI Torque adaptors | | | |
| D04 | 35.62 | | | | Stor-Loc Tool Storage |
| E00 | 0 | Various Products | | | |
| E01 | 0 | Various Products | | | |
| F00 | 0 | Various Products | | | |
| F01 | 0 | Various Products | | | |
| G00 | 0 | Various Products | | | |
| G01 | 0 | Various Products | | | |
| H00 | 20.84 | | | Alicmator/Voltage Regulator Systems AVRS, Wheel Balancers, Scanners, Meter Carts, Stands, Booms, Brake Lathes, Vantage Units | |
| H01 | 20.84 | Limited Discount For Products Similar To H | | MODIS, SOLUS | |
| H30 | 26.12 | | | Air Conditioning Equipment | |
| I00 | 26.12 | | Sioux brand and ATI | Band saw blades | |
| I01 | 26.12 | Limited Discount For Products Similar To I | | | |
| I02 | 26.12 | | Sioux thru RWD | | |
| I05 | 26.12 | | | JBC BRAND | |
| I06 | 0 | | | | Build -A- Buy |
| I07 | 26.12 | Bahco Pruning Schools | | | |
| I10 | 68.34 | | SIoux Force | | |
| I11 | 66.23 | | SIoux Force | | |
| I12 | 61.48 | | SIoux Force | | |
| I13 | 55.67 | | SIoux Industrial | | |
| I14 | 52.5 | | SIoux Industrial | | |
| I15 | 48.28 | | SIoux Industrial | | |
| I16 | 44.06 | | SIoux Industrial | | |
| I17 | 41.95 | | SIoux Acc and Parts | | |
| I18 | 36.67 | | SIoux Accessories | | |
| I19 | 31.4 | | SIoux Parts | | |
| I20 | 26.12 | | SIoux Aero Parts | | |
| I21 | 20.84 | | SIoux Aero | | |
| I22 | 15.56 | | SIoux TQM | | |
| I25 | 26.12 | | | | Foam |
| I30 | 26.12 | Bahco Pruning | | | |
| I35 | 26.12 | Williams Lindstrom | | | |
| I40 | 26.12 | Bahco Bandsaw | | | |
| IWA | 55.67 | Bahco Branded Handtools | | | |
| IWB | 55.67 | Williams Branded Handtools | | | |
| IWC | 55.67 | Williams CDI Torque | | | |
| IWG | 55.67 | Williams Global | | | |
| IWH | 55.67 | Williams Global Hydraulic | | | |
| IWI | 55.67 | Bahco Holesaws | | | |
| IWJ | 55.67 | Bahco Blades, Recips, Saws | | | |
| IWK | 55.67 | Bahco Bowsaws, Loppers, Pruners | | | |
| IWL | 55.67 | Bahco Bits, Burrs | | | |
| IWM | 55.67 | Bahco Files, Handles | | | |
| J00 | 20.84 | | | ETHOS, Welders, Plasma Cutters, Scanner Cartridges | |

| Price Group | 7SW Discount % | Hand Tools | Power Tools | Equipment | Tool Storage |
|-------------|----------------|--|---------------|--|-----------------|
| J01 | 20.84 | Limited Discount For Products Similar To J | | MODIS & Scanner cartridges | |
| K00 | 15.56 | | | | |
| K01 | 15.56 | Limited Discount For Products Similar To K | | | |
| L00 | 20.84 | | | | |
| L01 | 20.84 | Limited Discount For Products Similar To L | | | |
| L50 | 10.29 | | | | ATC Storage |
| L51 | 0 | | | | ATC accessories |
| M00 | 20.84 | | | Snap-on Brand Lift Equipment, Tire Changer | |
| M01 | 20.84 | Limited Discount For Products Similar To M | | MODIS cart | |
| N00 | 20.84 | | | Snap-on Brand HD Lifts | |
| N01 | 20.84 | Limited Discount For Products Similar To N | | | |
| O00 | 20.84 | | | Oscilloscopes, Accessories | |
| O01 | 20.84 | Limited Discount For Products Similar To O | | | |
| P00 | 0 | Various Products | | | |
| P01 | 0 | Various Products | | | |
| Q00 | 26.12 | | | NEXIQ Pro-Link, Pocket IQ | |
| Q01 | 0 | Limited Discount For Products Similar To Q | | | |
| R00 | 20.84 | | | AC, Emmisions, Scanner Parts | |
| R01 | 20.84 | Limited Discount For Products Similar To R | | | |
| S00 | 15.56 | | | Shopkey, SUN | |
| S01 | 15.56 | Limited Discount For Products Similar To S | | | |
| T00 | 15.56 | | | Fluid management, leak detectors | |
| T01 | 15.56 | Limited Discount For Products Similar To T | | | |
| U00 | 0 | | | Training Classes | |
| U01 | 0 | | | Training Classes | |
| V00 | 0 | | | | |
| V01 | 0 | Limited Discount For Products Similar To V | | | |
| W00 | 15.56 | | | ShopKey (non-renewal) | |
| W01 | 15.56 | Limited Discount For Products Similar To W | | | |
| X00 | 15.56 | | | Shopkey (renewals) | |
| X01 | 15.56 | Limited Discount For Products Similar To X | | | |
| Y00 | 15.56 | Grey Pnucmatic, Vendor brands | Vendor brands | Pruning Equipment, Ideal Brand Meters, Enerpac Brand Hydraulic Products, Vendor brands | |
| Y01 | 15.56 | Limited Discount For Products Similar To Y | | | |
| Y02 | 0 | | | | |
| Z00 | 0 | | | | |
| Z01 | 0 | Limited Discount For Products Similar To Z | | | |





RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW SNAP-ON
MECHANICS TOOLBOX AWARDED TO SNAP-ON INDUSTRIAL, IN AN AMOUNT
NOT TO EXCEED \$14,718.34**

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Snap-on Industrial authorizing the purchase of one new Snap-on mechanics toolbox, in an amount not to exceed \$14,718.34, 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 18th day of July 2022.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 18th day of July 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Quote

Submit to Snap-on Industrial
3011 IL RTE 176, Door 1
Crystal Lake, IL 60014
877-740-1900

Quote Number IMP-000934418
Quote Date 5/13/2022
Quote Expiration Date 7/12/2022
Customer Name DARIEN PUBLIC WORKS
DARIEN PUBLIC WO
Customer BP 201404777
Contact Name Tom Masek
Email tmasek@darienil.gov
Phone Number 6305145602
Sales Rep Granback, Donald
Mobile # 630-408-6733
Email Address Donald.M.Granback@snapon.com
Customer Reference SourceWell contract
013020

Ship Via 1 - UPS GROUND
Payment Terms P30 - NET 30 DAYS
Ship to 201404777
DARIEN PUBLIC WORKS
1041 S FRONTAGE RD
DARIEN IL 60561
Bill to 201404776
DARIEN PUBLIC WORKS DARIEN
PUBLIC WO
1702 PLAINFIELD RD
DARIEN IL 60561

| Part Number | Description | Quantity | List Price | Unit Net Price | Line Total |
|--------------|---------------------------|----------|-------------|----------------|------------|
| KETN843COPBO | 3BK RC 84IN RED | 1 | \$17,390.00 | \$9,543.63 | \$9,543.63 |
| KESN682AOPBO | TOP SECTN NO LID 68IN RED | 1 | \$9,429.14 | \$5,174.71 | \$5,174.71 |

Total Weight 1,640.00 lbs
Sub Total \$14,718.34
Shipping \$0.00
Tax \$0.00

Grand Total \$14,718.34

Quote Notes: pricing based on SourceWell contract 013020

Tax and freight shown are estimates.

Applicable tax and freight will be charged to the Customer's account.

The sale of product is subject to Snap-on Industrial's standard terms and conditions of sale. Placement of an order is Customer's assent to these terms and conditions and Snap-on hereby objects to any additional and/or different terms which may be contained in any Customer forms or other documents. No such additional terms will be of any force or effect.

The sale of product is subject to Customer meeting Snap-on Industrial's credit approvals. Financing through Snap-on Credit LLC is available on most purchases. Ask your Sales Rep for more information.

*Please provide vendor and pricing information to customer service on this part number.

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

A resolution accepting a proposal from ATS (Associated Technical Services Ltd.) for 2 (two) FCS Model S-30 Ultrasonic Leak Surveyor listening units in an amount not to exceed \$10,575.00.

RESOLUTION

BACKGROUND

The Water Division currently utilizes 2 (two) leak listening devices to assist us in determining whether a water leak exists in the system. The equipment allows the Staff to confirm leaks at fire hydrants, water buffalo boxes (water services), and in-line valves. The existing equipment is approximately 9 years in age and has exceeded its useful life. One unit requires extensive repairs in an approximate amount of a cost of a new one. The second unit continues to have ongoing electronic component issues and is not reliable. The listening devices afford the department to confirm whether we have a leak on our water system prior to an excavation. The devices also prevent us from performing unnecessary excavations resulting in costly restoration costs and allocation of resources.

The Staff has demoed the leak devices and meets the requirements of the department. Competitive quotes were requested for the listening devices and staff received 2 (two) quotes and are listed below:

| VENDOR | PRICE QUOTED |
|------------------------------------|--------------|
| Associated Technical Services, Ltd | \$10,575 |
| Subsurface Solutions | \$10,600 |

The items are budgeted for FY22-23 and the expenditure would be expended from the following line account:

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | BUDGET | PROPOSED EXPENDITURE | PROPOSED BALANCE |
|----------------|---------------------|-----------|----------------------|------------------|
| 02-50-4815 | Capital Purchases | \$358,000 | \$10,575 | \$347,425 |

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution accepting a proposal from Associated Technical Services Ltd. for 2 (two) FCS Model S-30 Ultrasonic Leak Surveyor listening units in an amount not to exceed \$10,575.00.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the July 18, 2022 City Council agenda for formal approval.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM ATS (ASSOCIATED TECHNICAL SERVICES, LTD.) FOR 2 (TWO) FCS MODEL S-30 ULTRASONIC LEAK SURVEYOR LISTENING UNITS IN AN AMOUNT NOT TO EXCEED \$10,575.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from ATS (Associated Technical Services, Ltd.) for 2 (two) FCS Model S-30 ultrasonic leak surveyor listening units in an amount not to exceed \$10,575.00, attached hereto as "[Exhibit A.](#)"

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Water Conservation Specialists Since 1979

Associated Technical Services Limited
321 E Kenilworth Ave
Villa Park, IL 60181
Phone • 630-834-1558
Kathy@ATSLimited.com

EQUIPMENT QUOTE

Date : 5/3/2022

Dennis Cable
City of Darien
1041 S Frontage Road
Darien, IL

| Salesperson | Sales Status | Payment Terms | Due Date |
|-------------|-----------------------------|------------------|----------|
| Kathy | Awaiting Approval for Order | Due upon receipt | TBD |

| Quantity | Part Number | Description | Line Total |
|----------|---------------|--|--------------|
| 2 | S-30 Surveyor | FCS S-30 Surveyor Complete | \$ 10,500.00 |
| | | 1. FCS S-30 Ultrasonic Surveyor Amplification Units | |
| | | 2. David Clark® Stereo Head Sets (Durable Aviation Grade) | |
| | | 3. FCS AX-80 12 V/G Accelerometer / Transducers (5 year warranty) | |
| | | 4. Rugged Sensor Cables (Specify 6' or 10' length with your order) | |
| | | 5. Durable Nylon, Belt Mount Holster Carry Case w/ waist Strap | |
| | | 6. Stainless Steel Rod Sets for Listening and Ground Miking | |
| | | 7. Heavy Duty Fiberglass Hard-Shell Storage Carrying Cases | |
| | | 8. 12 month warranty for parts and labor | |
| 1 | Shipping | Shipping Handling Insured | \$ 75.00 |

| | |
|-------------------|--------------|
| Subtotal | \$ 10,575.00 |
| Sales Tax @ 8.00% | \$ - |
| | \$ 10,575.00 |

Make all checks payable to Associated Technical Services Limited.

THANK YOU FOR YOUR BUSINESS!

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

Approval of a resolution accepting the unit price proposal from Langton Nursery & Landscape Supply Inc. dba Langton Group the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$31,000.

RESOLUTION

BACKGROUND/HISTORY

The 2022 Tree Planting Program calls out for the following:

- **City and Resident 50/50 Parkway Tree Planting Program**
Staff has included \$4,000 (\$2,000 City funding and \$2,000 Resident funding) cost for residents that would like to participate in the 50/50 program.
- **Storm, Perished, and Project Related Replacement**
The program would allow for the planting of 2.5-inch caliper trees as part of the replacement of trees removed due to storm, perished or project removals.

Staff had advertised and received two (2) sealed bids on June 14, 2022. The responsive bid was submitted by Langton Nursery & Landscape Supply Inc. dba Langton Group. The lowest price vendor was not responsive due to no bid bond was received. The Staff reached out Langton Nursery & Landscape Supply Inc. requesting them to meet or beat the pricing of the non-responsive bidder, Acres Group, see attached email labeled as [Attachment A](#). Langton Nursery & Landscape Supply Inc adjusted the pricing to meet the request of the City. [Attachment B](#) is the bid tally and the revised pricing schedule.

The program includes various selections of 2 ½ - 4 inch caliper trees, planting, mulching and a one year guarantee. The program again includes a Private Property Tree Planting Program for residents at a pass through cost. This year's 2022 Tree Planting Program Cost Summary is attached. See [Attachment C](#). While the City is administering the Private Property Tree Planting Program, the property owner would be responsible for ordering and providing a payment directly to the awarded vendor.

The program is targeted to begin in late September, pending weather and will be advertised through the City's various media portals thus affording residents ample time to participate in the program.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends accepting the unit price proposal from Langton Nursery & Landscape Supply Inc. dba Langton Group for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$31,000.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the July 18, 2022, City Council agenda for formal consideration.

MEMO

From: Dan Gombac
To: mario.langtongroup@gmail.com; Regina Kokkinis
Cc: Bryon Vana; Kris Throm
Subject: RE: Negotiated Tree Planting
Date: Monday, June 20, 2022 2:42:50 PM
Attachments: RE Negotiated Tree Planting.msg

Thank you Mario, we look forward to working with you.

Daniel Gombac

Director of Municipal Services

630-353-8106

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Follow the link and subscribing is simple!

<https://darien.il.us/reference-desk/directconnect-eneews>

From: mario.langtongroup@gmail.com <mario.langtongroup@gmail.com>
Sent: Monday, June 20, 2022 2:17 PM
To: Dan Gombac <dgombac@darienil.gov>
Cc: Regina Kokkinis <kokkinis@darienil.gov>; Bryon Vana <bvana@darienil.gov>; Kris Throm <kthrom@darienil.gov>
Subject: RE: Negotiated Tree Planting

Hello Dan,

Thanks for this opportunity.

Attached is the updated bid tally. Let me know if you have any questions.

Mario Urizar
 Account Executive
 Langton Group
 P -815-338-2630
 4510 Dean Street
 Woodstock, IL 60098
www.langtongroup.com



**Full Service Landscape
 Construction & Maintenance**

From: Dan Gombac <dgombac@darienil.gov>
Sent: Thursday, June 16, 2022 2:03 PM
To: mario.langtongroup@gmail.com
Cc: Regina Kokkinis <kokkinis@darienil.gov>; Bryon Vana <bvana@darienil.gov>; Kris Throm

<kthrom@darienil.gov>

Subject: Negotiated Tree Planting

Good afternoon Mario,

As per our telephone conversation please review the attached bid tally to review the current pricing schedule for a negotiated price to meet or beat the pricing as submitted by Acres Group. Pls complete the pricing as highlighted in blue As you are aware Acres Group was non responsive due to no bid bond submitted. While the City has the right to waive technicalities we feel that the responsive vendor should be given the opportunity to review their pricing. We request that you reply by no later than noon, Tues, June 21.

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106

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DARIEN DIRECT CONNECT

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<https://darien.il.us/reference-desk/directconnect-eneews>

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**2022 CITY OF DARIEN
 TREE PLANTING PARKWAYS & PRIVATE PROPERTY**

NEGOTIATED PRICING

| VENDOR | DIAMETER | SPECIES | Acres Group | | Langton Nursery & Landscape Supply Inc. DBA Langton Group | | |
|---|-------------|-----------------------|-----------------------------------|-----------------------------------|---|-----------------------------------|---------------------|
| | | | PRICE PER TREE PLANTED - PARKWAYS | PRICE PER TREE PLANTED - PARKWAYS | PRICE PER TREE PLANTED - PARKWAYS | PRICE PER TREE PLANTED - PARKWAYS | |
| 1-10 | 4" | American Linden | \$ 816.00 | \$ 765.13 | | 765.13 | |
| 11-20 | 4" | American Linden | \$ 816.00 | \$ 765.13 | | 765.13 | |
| 1-10 | 4" | Norway Maple | \$ 816.00 | \$ 864.11 | | 864.11 | |
| 11-20 | 4" | Norway Maple | \$ 816.00 | \$ 864.11 | | 864.11 | |
| 1-10 | 4" | Thornless Honeylocust | \$ 930.00 | \$ 646.52 | | 646.52 | |
| 11-20 | 4" | Thornless Honeylocust | \$ 930.00 | \$ 646.52 | | 646.52 | |
| 1-10 | 4" | Red Maple | \$ 816.00 | \$ 864.11 | | 864.11 | |
| 11-20 | 4" | Red Maple | \$ 816.00 | \$ 864.11 | | 864.11 | |
| 1-10 | 4" | Chanticleer Pear | \$ - | \$ 646.52 | | 646.52 | |
| 11-20 | 4" | Chanticleer Pear | \$ - | \$ 646.52 | | 646.52 | |
| 1-10 | 4" | Freeman Maple | \$ 816.00 | \$ 864.11 | | 864.11 | |
| 11-20 | 4" | Freeman Maple | \$ 816.00 | \$ 864.11 | | 864.11 | |
| 1-10 | 4" | Sugar Maple | \$ - | \$ 864.11 | | 864.11 | |
| 11-20 | 4" | Sugar Maple | \$ - | \$ 864.11 | | 864.11 | |
| 1-10 | 2.5" | American Linden | \$ 806.00 | \$ 637.82 | | 637.82 | |
| 11-20 | 2.5" | American Linden | \$ 806.00 | \$ 637.82 | | 637.82 | |
| 1-10 | 2.5" | Norway Maple | \$ 421.00 | \$ 603.01 | | 603.01 | |
| 11-20 | 2.5" | Norway Maple | \$ 421.00 | \$ 603.01 | | 603.01 | |
| 1-10 | 2.5" | Honeylocust Skyline | \$ 421.00 | \$ 646.52 | | 646.52 | |
| 11-20 | 2.5" | Honeylocust Skyline | \$ 421.00 | \$ 646.52 | | 646.52 | |
| 1-10 | 2.5" | Red Maple | \$ 421.00 | \$ 603.01 | | 603.01 | |
| 11-20 | 2.5" | Red Maple | \$ 421.00 | \$ 603.01 | | 603.01 | |
| 1-10 | 2.5" | Chanticleer Pear | \$ - | \$ 559.49 | | 559.49 | |
| 11-20 | 2.5" | Chanticleer Pear | \$ - | \$ 559.49 | | 559.49 | |
| 1-10 | 2.5" | Freeman Maple | \$ 421.00 | \$ 583.86 | | 583.86 | |
| 11-20 | 2.5" | Freeman Maple | \$ 421.00 | \$ 583.86 | | 583.86 | |
| 1-10 | 2.5" | Sugar Maple | \$ 446.00 | \$ 672.63 | | 672.63 | |
| 11-20 | 2.5" | Sugar Maple | \$ 446.00 | \$ 672.63 | | 672.63 | |
| 1-15 | 6-foot high | Colorado Blue Spruce | \$ - | \$ 672.63 | | 672.63 | |
| Sub Total Cost - Parkway | | | \$ 14,260.00 | \$ 20,314.53 | \$ 15,501.66 | \$ 18,989.10 | \$ 14,259.00 |
| VARIABLE QUANTITY | DIAMETER | SPECIES | PRICE PER TREE PLANTED - PRIVATE | PRICE PER TREE PLANTED - PRIVATE | | PRICE PER TREE PLANTED - PRIVATE | |
| 1-20 | 2.5" | American Linden | \$ 558.00 | \$ 637.82 | | 637.82 | |
| 1-20 | 2.5" | Norway Maple | \$ 558.00 | \$ 603.01 | | 603.01 | |
| 1-20 | 2.5" | Honeylocust Skyline | \$ 558.00 | \$ 646.52 | | 646.52 | |
| 1-20 | 2.5" | Red Maple | \$ 558.00 | \$ 603.01 | | 603.01 | |
| 1-20 | 2.5" | Chanticleer Pear | \$ - | \$ 559.49 | | 559.49 | |
| 1-20 | 2.5" | Aristocrat Pear | \$ - | \$ 559.49 | | 559.49 | |
| 1-20 | 2.5" | Swamp White Oak | \$ 596.00 | \$ 637.82 | | 637.82 | |
| 1-20 | 2.5" | Freeman Maple | \$ 558.00 | \$ 583.86 | | 583.86 | |
| 1-20 | 2.5" | Sugar Maple | \$ 596.00 | \$ 672.63 | | 672.63 | |
| 1-20 | 2.5" | Kentucky Coffeetree | \$ 558.00 | \$ 646.52 | | 646.52 | |
| 1-20 | 2.5" | Purple Maple | \$ 558.00 | \$ 672.63 | | 672.63 | |
| 1-20 | 2.5" | Northern Red Oak | \$ 596.00 | \$ 637.82 | | 637.82 | |
| 1-20 | 2.5" | Littleleaf Linden | \$ 558.00 | \$ 637.82 | | 637.82 | |
| 1-20 | 2.5" | Smoothleaf Elm | \$ 558.00 | \$ 620.41 | | 620.41 | |
| Sub Total Cost - Private Property | | | \$ 6,810.00 | \$ 8,718.85 | \$ 7,599.87 | \$ 8,718.85 | \$ 7,599.87 |
| A. Sub Total Cost Parkways | | | \$ 14,260.00 | \$ 20,314.53 | | \$ 18,989.10 | |
| B. Sub Total Cost Private Property | | | \$ 6,810.00 | \$ 8,718.85 | | \$ 8,718.85 | |
| Total Cost A+B | | | \$ 21,070.00 | \$ 29,033.38 | | \$ 27,707.95 | |
| | | as read at bid open | \$ 26,707.00 | \$ 29,050.77 | \$ 23,101.53 | N/A | \$ 21,858.87 |
| | | | | \$ 23,101.53 | w/no quote | \$ 21,858.87 | w/no quote |
| | | no bid bond | | bid bond present | | | |

Only 2.5" available
 Only 2.5" available

CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2022
CITY TREE REPLACEMENTS-50/50 TREE PROGRAM
LANGTON NURSERY & LANDSCAPE SUPPLY INC. DBA LANGTON GROUP

| 50/50 TREE PROGRAM | | | | | | | |
|-------------------------------------|----------|---------------------|------------------------|-------------------|---------------|-------------------|-------------------|
| 50/50 PARTICIPATION TO BE CONFIRMED | DIAMETER | SPECIES | PLANTED PRICE PER TREE | TOTAL TREE COST | 50/50 PROGRAM | CITY COSTS | RESIDENT COST |
| 2 | 2.5" | American Linden | \$515.05 | \$1,030.10 | 2 | \$515.05 | \$515.05 |
| 1 | 2.5" | Norway Maple | \$500.24 | \$500.24 | 1 | \$250.12 | \$250.12 |
| 2 | 2.5" | Honeylocust Skyline | \$499.54 | \$999.08 | 2 | \$499.54 | \$499.54 |
| 1 | 2.5" | Red Maple | \$520.24 | \$1,040.48 | 2 | \$520.24 | \$520.24 |
| 1 | 2.5" | Chanticleer Pear | \$559.49 | \$1,118.98 | 2 | \$559.49 | \$559.49 |
| 1 | 2.5" | Freeman Maple | \$501.09 | \$501.09 | 1 | \$250.55 | \$250.55 |
| 1 | 2.5" | Sugar Maple | \$588.86 | \$1,177.72 | 2 | \$588.86 | \$588.86 |
| | | | | \$6,367.69 | 12 | \$3,183.85 | \$3,183.85 |

| PARKWAY TREE REPLACEMENTS-2.5 INCH | | | | | |
|------------------------------------|----------|---------------------|------------------------|--------------------|--------------------|
| QUANTITY | DIAMETER | SPECIES | PLANTED PRICE PER TREE | TOTAL TREE COST | CITY COSTS |
| 6 | 2.5" | American Linden | \$515.05 | \$3,090.30 | \$3,090.30 |
| 6 | 2.5" | Norway Maple | \$500.24 | \$3,001.44 | \$3,001.44 |
| 6 | 2.5" | Honeylocust Skyline | \$499.54 | \$2,997.24 | \$2,997.24 |
| 6 | 2.5" | Red Maple | \$520.24 | \$3,121.44 | \$3,121.44 |
| 6 | 2.5" | Chanticleer Pear | \$559.49 | \$3,356.94 | \$3,356.94 |
| 6 | 2.5" | Freeman Maple | \$501.09 | \$3,006.54 | \$3,006.54 |
| 5 | 2.5" | Sugar Maple | \$588.86 | \$2,944.30 | \$2,944.30 |
| 41 | | | | \$21,518.20 | \$21,518.20 |

| PARKWAY TREE REPLACEMENTS 75th STREET - 4 INCH | | | | | |
|--|----------|-----------------------|------------------------|------------------------|--|
| QUANTITY | DIAMETER | SPECIES | PLANTED PRICE PER TREE | TOTAL TREE COST | CITY COSTS |
| 0 | 4" | American Linden | \$765.13 | \$0.00 | \$0.00 |
| 1 | 4" | Norway Maple | \$864.11 | \$864.11 | \$864.11 |
| 1 | 4" | Thornless Honeylocust | \$646.52 | \$646.52 | \$646.52 |
| 1 | 4" | Red Maple | \$864.11 | \$864.11 | \$864.11 |
| 1 | 4" | Chanticleer Pear | \$646.52 | \$646.52 | \$646.52 |
| 0 | 4" | Freeman Maple | \$864.11 | \$0.00 | \$0.00 |
| 0 | 4" | Sugar Maple | \$864.11 | \$0.00 | \$0.00 |
| 4 | | | | \$3,021.26 | \$3,021.26 |
| | | | | TOTAL TREE COST | 2.5 INCH PARKWAY TREE REPLACEMENT CITY COSTS |
| | | | | \$ 30,907.15 | \$ 21,518.20 |
| | | | | | 4-INCH 75TH STREET & PARKWAY TREES CITY COSTS |
| | | | | | \$ 3,021.26 |
| | | | | | 50/50 PROGRAM CITY COST |
| | | | | | \$ 3,183.85 |
| | | | | | 50/50 PROGRAM RESIDENT COST |
| | | | | | \$ 3,183.85 |

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | FY 22/23 BUDGET | PROPOSED EXPENDITURE | REIMBURSEMENT | PROPOSED BALANCE |
|----------------|---|--------------------|----------------------|-------------------|------------------|
| 01-30-4350 | FORESTRY-RESIDENTIAL 50/50 PROGRAM - AND PARKWAY REPLACEMENTS City Expense | \$2,000.00 | \$3,183.85 | N/A | (\$1,183.85) |
| 01-30-4350 | FORESTRY-RESIDENTIAL 50/50 PROGRAM - Resident Reimbursement Expense | \$2,000.00 | \$3,183.85 | \$3,183.85 | (\$1,183.85) |
| 01-30-4350 | Forestry - Parkway Replacement Trees-City Removals | \$25,000.00 | \$21,518.20 | N/A | \$3,481.80 |
| 01-30-4350 | Forestry - Replacement Trees - 75th Street | \$2,000.00 | \$3,021.26 | N/A | (\$1,021.26) |
| TOTALS | | \$31,000.00 | \$30,907.15 | \$3,183.85 | \$92.85 |

TREE PLANTING PROGRAM 50/50 RESIDENT-CITY COST SHARE

| DIAMETER | SPECIES | PLANTED PRICE PER TREE | CITY COSTS | RESIDENT COST |
|----------|---------------------|------------------------|------------|---------------|
| 2.5" | American Linden | | \$0.00 | \$0.00 |
| 2.5" | Norway Maple | | \$0.00 | \$0.00 |
| 2.5" | Honeylocust Skyline | | \$0.00 | \$0.00 |
| 2.5" | Red Maple | | \$0.00 | \$0.00 |
| 2.5" | Chanticleer Pear | | \$0.00 | \$0.00 |
| 2.5" | Freeman Maple | | \$0.00 | \$0.00 |
| 2.5" | Sugar Maple | | \$0.00 | \$0.00 |

PRIVATE PROPERTY TREE PLANTING

| DIAMETER | SPECIES | RESIDENT COST-PLANTED PRICE |
|----------|---------------------|-----------------------------|
| 2.5" | American Linden | |
| 2.5" | Norway Maple | |
| 2.5" | Honeylocust Skyline | |
| 2.5" | Red Maple | |
| 2.5" | Chanticleer Pear | |
| 2.5" | Aristocrat Pear | |
| 2.5" | Swamp White Oak | |
| 2.5" | Freeman Maple | |
| 2.5" | Sugar Maple | |
| 2.5" | Kentucky Coffeetree | |
| 2.5" | Purple Maple | |
| 2.5" | Northern Red Oak | |
| 2.5" | Little Leaf Linden | |
| 2.5" | Smoothleaf Elm | |

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FROM LANGTON NURSERY & LANDSCAPE SUPPLY INC. DBA LANGTON GROUP THE PURCHASE AND INSTALLATION OF THE 50/50 PARKWAY TREE PROGRAM AND THE PARKWAY TREE REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$31,000

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept the unit price proposal from Langton Nursery & Landscape Supply Inc. dba Langton Group the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$31,000, a copy of which is attached hereto as "**Exhibit A**".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SECTION II

BIDDER SUMMARY SHEET

Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing 2022

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: Langton Group

Address: 4510 Dean St.

City, State, Zip Code: Woodstock, IL 60098

Contact Person: Mario Urizar

FEIN #: 20-3713220

Phone: (815) 338-2630 Fax: (815) 338-2634

E-mail Address: langtongroup@att.net

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

CITY OF DARIEN

CONTRACT

This Contract is made this 14 day of June, 2022 by and between the City of Darien (hereinafter referred to as the "City") and Langston Group (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the City's bid requirements
- All Certifications required by the City
- Certificates of insurance

Performance and Payment Bonds as may be required by the City

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

2022 Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing

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

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

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

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the City, PARK DISTRICT, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the

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

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

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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

by: Langston Group 

Print Name: _____

Print Name: Mario Urizar

Title: Mayor

Title: Account Executive

Date: _____

Date: 6/14/22

CITY OF DARIEN TREE QUOTE – PARKWAYS

| VARIABLE QUANTITY | DIAMETER | SPECIES | PRICE PER TREE PLANTED |
|----------------------------------|-------------|-----------------------|------------------------|
| 1 – 10 | 4" | American Linden | 765.13 |
| 11 – 20 | 4" | American Linden | 765.13 |
| 1 – 10 | 4" | Norway Maple | 864.11 |
| 11 – 20 | 4" | Norway Maple | 864.11 |
| 1 – 10 | 4" | Thornless Honeylocust | 646.52 |
| 11 – 20 | 4" | Thornless Honeylocust | 646.52 |
| 1 – 10 | 4" | Red Maple | 864.11 |
| 11 – 20 | 4" | Red Maple | 864.11 |
| 1 – 10 | 4" | Chanticleer Pear | 646.52 |
| 11 – 20 | 4" | Chanticleer Pear | 646.52 |
| 1 – 10 | 4" | Freeman Maple | 864.11 |
| 11 – 20 | 4" | Freeman Maple | 864.11 |
| 1 – 10 | 4" | Sugar Maple | 864.11 |
| 11 – 20 | 4" | Sugar Maple | 864.11 |
| 1 – 10 | 2.5" | American Linden | 637.82 |
| 11 – 20 | 2.5" | American Linden | 637.82 |
| 1 – 10 | 2.5" | Norway Maple | 603.01 |
| 11 – 20 | 2.5" | Norway Maple | 603.01 |
| 1 – 10 | 2.5" | Honeylocust Skyline | 646.52 |
| 11 – 20 | 2.5" | Honeylocust Skyline | 646.52 |
| 1 – 10 | 2.5" | Red Maple | 603.01 |
| 11 – 20 | 2.5" | Red Maple | 603.01 |
| 1 – 10 | 2.5" | Chanticleer Pear | 559.49 |
| 11 – 20 | 2.5" | Chanticleer Pear | 559.49 |
| 1 – 10 | 2.5" | Freeman Maple | 583.86 |
| 11 – 20 | 2.5" | Freeman Maple | 583.86 |
| 1 – 10 | 2.5" | Sugar Maple | 672.63 |
| 11 – 20 | 2.5" | Sugar Maple | 672.63 |
| 1 – 15 | 6-foot high | Colorado Blue Spruce | 672.63 |
| A. Sub Total Cost Parkway | | | \$20,331.93 |

Substitute
 2.5" Skyline
 Locust

515.05
 515.05
 500.24
 500.24
 499.54
 499.54
 520.24
 520.24
 501.09
 501.09
 588.86
 589.86
 589.86

~~\$20,314.53~~ RK
 math error

Renegotiated
 \$18,989.10 RK
 see Attachment A ¹⁷

CITY OF DARIEN TREE QUOTE - PRIVATE

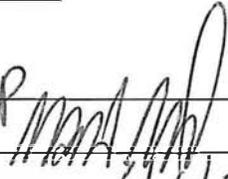
| VARIABLE QUANTITY | DIAMETER | SPECIES | PRICE PER TREE PLANTED |
|---|----------|---------------------|------------------------|
| 1 - 20 | 2.5" | American Linden | 637.82 |
| 1 - 20 | 2.5" | Norway Maple | 603.01 |
| 1 - 20 | 2.5" | Honeylocust Skyline | 646.52 |
| 1 - 20 | 2.5" | Red Maple | 603.01 |
| 1 - 20 | 2.5" | Chanticleer Pear | 559.49 |
| 1 - 20 | 2.5" | Aristocrat Pear | 559.49 |
| 1 - 20 | 2.5" | Swamp White Oak | 637.82 |
| 1 - 20 | 2.5" | Freeman Maple | 583.86 |
| 1 - 20 | 2.5" | Sugar Maple | 672.63 |
| 1 - 20 | 2.5" | Kentucky Coffeetree | 646.52 |
| 1 - 20 | 2.5" | Purple Maple | 672.63 |
| 1 - 20 | 2.5" | Northern Red Oak | 637.82 |
| 1 - 20 | 2.5" | Littleleaf Linden | 637.82 |
| 1 - 20 | 2.5" | Smoothleaf Elm | 620.41 |
| B. Sub Total Cost Private Property | | | \$8,718.84 |

~~\$8,718.85~~ per
 main error
 \$8,118.85
 Renegotiated
 See Attachment A

| | | |
|---------------------------------------|--|---|
| A. Sub Total Cost Parkways | \$20,314.53 <i>S/B # 20,314.53 RK math error</i> \$20,331.93 | \$18,989.10 <i>RK</i> \$18,989.10 <i>RK</i> |
| B. Sub Total Cost Private Property | \$8,718.85 <i>S/B # 8,718.85 RK math error</i> \$8,718.84 | \$8,718.85 <i>RK</i> \$8,718.85 <i>RK</i> |
| Total Cost of A+B | \$29,033.38 <i>S/B # 29,033.38 RK math error</i> \$29,050.77 | |

*\$27,707.95 RK
renegotiated
see
Attachment A*

The quote will be awarded on a total sum of A and B

Firm Name: Langton Group
 Signature of Authorized Representative: 
 Title: Account Executive Date: 6/8/22

ACCEPTANCE: This proposal is valid for 30 calendar days from the date of submittal.

(NOTE: At least 30 days should be allowed for evaluation and approval.)

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

A resolution accepting a proposal from Core and Main for the InfraMap Software-Meter Work Order Software in an amount not to exceed \$10,475.00.

RESOLUTION

BACKGROUND/HISTORY

Currently the City of Darien utilizes a work order system for water meter appointments. The Lord and Murphy proprietary software was purchased in 1996 and is no longer supported. The software does not have the ability to be transferred electronically. The information that is gathered prior to and after an appointment requires e-mail correspondence(s), field hand written notes thus resulting in inefficiencies. The work orders are further coordinated between DuPage County, (City's meter reading and billing agent), City administrative offices and to the City's field personnel. One example of a water meter appointment is a high usage concern and is completed in the following fashion:

- Water Customer contacts City of Darien
- City issues a manual work order-via email and fax
- Water personnel need to contact DuPage County for history of prior usage-received by e-mail
- Water personnel print for the appointment with resident
- Water personnel complete a manual form
- Manual form is reviewed and formatted to an electronic format
- Form is printed, scanned and then emailed to DPC for entry

The County of DuPage has recently updated their billing software and with the upcoming meter change out program, Staff is requesting to update the Water Meter Work Order system for the City. Staff has been researching software and is recommending the InfraMap Software. The software further has the ability to be integrated to the City's GIS system for items such as the water shut off boxes, (b-boxes). The software would eliminate all of the inefficiencies as mentioned above. The County would receive all work order information via electronically with the ability to electronically download or upload account information.

The proposed software is distributed through a sole source distributor, therefore competitive quotes were not requested, see [Attachment A](#) for the sole source letter. Attached also is information regarding the software, labeled as [Attachment B](#). The City Staff met with the distributor for a demonstration of the product and support the request for InfraMap. While the software was not contemplated for this year's budget, extenuating circumstances presented above, Staff recommends the software is purchased under this year's budget from the following account:

| Account Number | Account Description | FY 22-23 Budget | Proposed Expenditure |
|-----------------------|---|------------------------|-----------------------------|
| 12-51-4390 | Water Meter and Automated Meter Reading | \$2,950,000 | \$10,475 |

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends accepting a proposal from Core and Main for the InfraMap Software-Meter Work Order Software in an amount not to exceed \$10,475.00.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the July 18, 2022 City Council agenda for formal consideration.

1/1/2022

Re: Software – infraMAP® for iWater, Inc.

To whom it may concern,

iWater, Inc. is the sole source of infraMAP® software and represents the complete line of iWater software products which include infraMAP Cloud®, infraMAP Field®, infraMAP NOW®, infraMAP Standard®, infraMAP Manager® and infraMAP PLUS®. iWater provides these products including all software application updates and support services in the United States and Canada.

Core and Main is the exclusive reseller for all infraMAP® products and related services provided by iWater in the state of Illinois.

All infraMAP® software creation, development, copyright and ownership is solely the property of iWater, Inc.

Respectfully,

A handwritten signature in black ink that reads "Don Rhodes".

Don Rhodes
President
iWater, Inc.



infraMAP®
S O F T W A R E

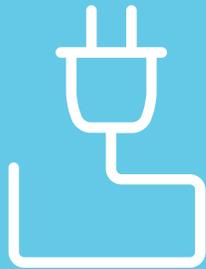


Asset and Maintenance Management Software

Created For Field Crews, By Field Crews

ABOUT US

infraMAP® Software is a cloud-based Maintenance Management System that allows seamless data collection, map updates and digital record keeping for historical purposes.



In 2002, iWater created infraMAP® software to help its own crews work more efficiently.

Originally designed to reduce overtime, eliminate paperwork, and make everyone's job easier, the application has been perfected by the field personnel who use it every day. This easy-to-use software is geared toward mobile field crews, office staff and does not require GIS experience. Bringing together Field Crews, Management, GIS and Engineering into a commercial off the shelf product.



YOU CANNOT MANAGE WHAT YOU DO NOT MONITOR

infraMAP® Software

Fortunately, technology is making it possible to economically and conveniently monitor water, wastewater, storm water, public works, natural gas and electric infrastructure assets at an optimized level, in order to provide greater efficiency returns and customer service benefits.

The key to doing this is answering four main questions



What assets do I have?



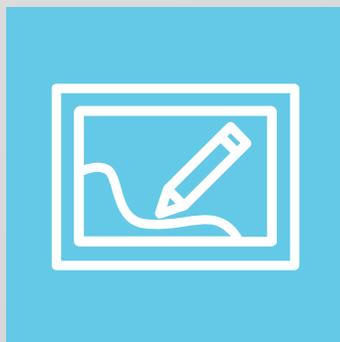
Where are they?



What are their conditions?



How are they performing?



Workflows

- Alerts for leaks, general inquires and more
- Configurable forms
- Track maintenance
- Automate your system with reoccurring tasks
- Build your own reports and queries



Departments

- Water
- Sewer
- Storm Water
- Public Works
- Natural Gas
- Electric
- 811 Ticket Management



GIS Data

- Import your own data
- ArcGIS Online
- ArcGIS Enterprise

WHY CHOOSE US?

MORE THAN 22 YEARS OF EXPERIENCE

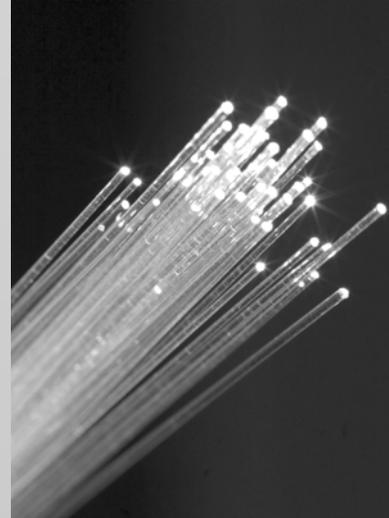
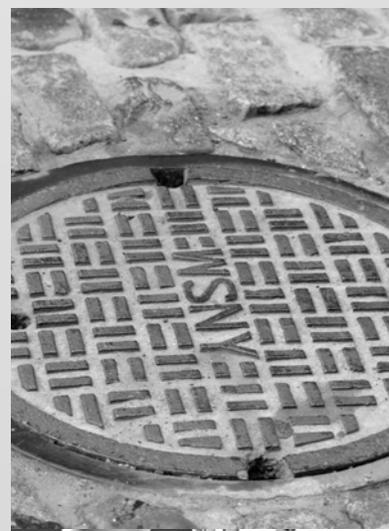
We have been in this industry for more than twenty-two years, and it proves that we know how to make business processes more straightforward. Our company builds software with field crew first approach in mind.

PERSONALIZED CUSTOMER SUPPORT

We understand our clients' needs and provide them with tailored support to help them run their utility or city efficiently and effectively.

FRIENDLY APPROACH

We have hundreds of happy clients, and we love getting to know them. Establishing great relationships with our clients from the heart is one of the core values of our business.

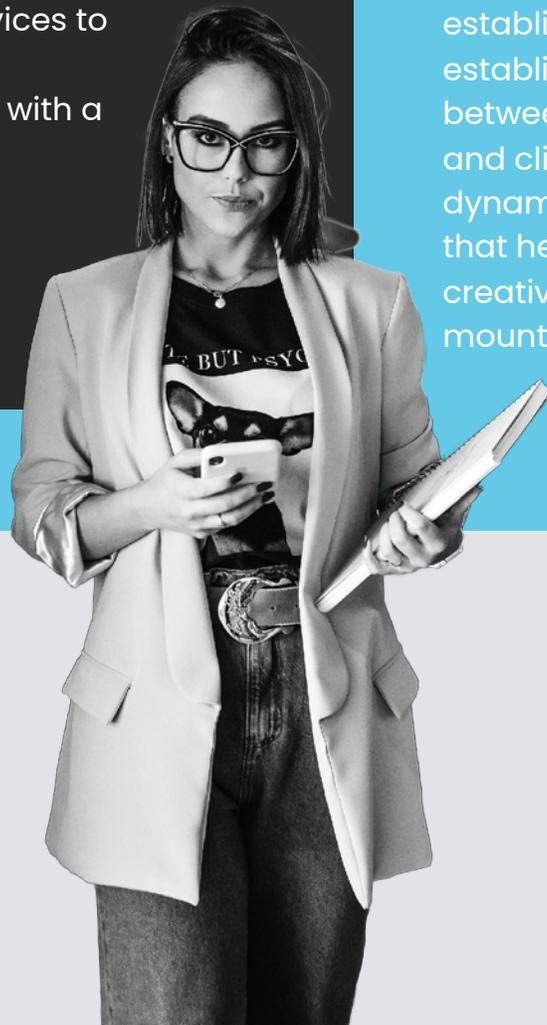


VISION

To be recognized as a leading software company that strives to provide excellent services to utilities and cities while providing its employees with a work-life balance.

MISSION

To provide exceptional customer service while maintaining the highest level of software capabilities. We focus on our customers' long-term success by meeting their current and future goals. We want to establish a strong relationship by establishing trust and loyalty between staff members, partners, and clients. We want to create a dynamic and friendly environment that helps our staff members be creative, innovative, and move mountains.



CONTACT US

Get in touch



iWater.org



+1 949 768 4549



12 Goodyear #130
Irvine, CA 92618



infraMAP®
S O F T W A R E

Information Packet



InfraMAP®
SOFTWARE

CREATED BY FIELD CREWS, FOR FIELD CREWS

Product Description

infraMAP® Software is a Cloud-Based Maintenance Management System that allows seamless data collection and digital record keeping for historical purpose. Originally designed to reduce overtime, eliminate paperwork, and make everyone's job easier, the program has been perfected by the field personnel that use it every day. infraMAP Software has evolved into the most powerful, user-friendly asset mapping tool on the planet.

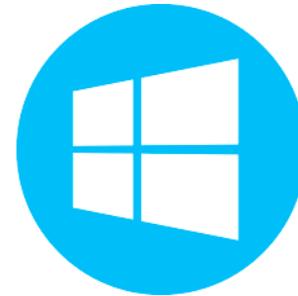
infraMAP is optimized for pen-based or touch-screen computers

- Handwriting recognition eases the transition from paper to computers.

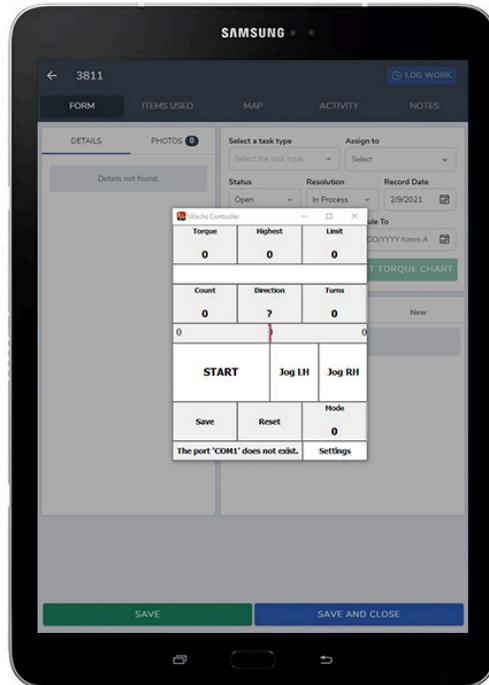


Cloud Based

infraMAP functions in the office and in the field for Real-Time Operations



Track Maintenance



infraMAP supports Real-Time data collection from hydraulic valve machine

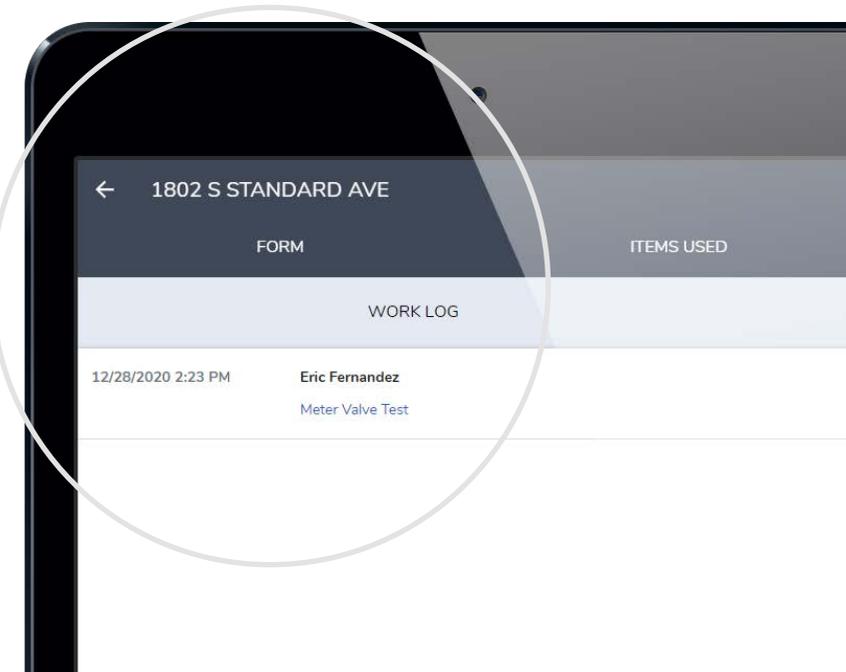
- Full support for all EH Wachs Automated Valve Exercising Equipment.

infraMAP displays facility attributes and customer information

- Any feature on the map can be displayed and identified.
- Collect, Update and Inspect Assets in the field.
- Connect to High-Accuracy GPS Devices.

infraMAP can display maintenance history from the office or out in the field

- Every asset inspection form has a detailed list of activity history.
- Each entry in history can be selected to see what was done and when.



Forms For Any Asset

infraMAP features easy to use forms to display and input maintenance data

- Allows for maintenance of water distribution systems, sewer collection systems, streets department, sign maintenance, tree maintenance, natural gas systems, energy service systems and much more.
- Intuitive interface allows step-by-step data input.

The image displays two views of the infraMAP software interface. On the left, a laptop screen shows a form for 'Sewer Line Operation Details'. The form includes fields for 'Clean/Jet Main' (set to Adam Hagee), 'Status' (Open), 'Resolution' (In Process), and 'Record Date' (1/29/2021). Below these are 'Schedule From' and 'Schedule To' fields. The main section is a table with columns 'Field Name', 'Old', and 'New'. The table contains several rows for 'Sewer Line Operation Details' with dropdown menus for 'Flow Description', 'Pressure', 'Roots', 'Nozzle Used', and 'Maintenance Frequency'. At the bottom, there are 'Clean/Jet Date' fields set to 5/7/2019. On the right, a tablet screen shows a similar form for '326 E POMONA ST'. It includes a photo of a sewer access point and a list of meter details: 'Meter Serial #', 'Meter #', 'Install Date', 'Meter Function', 'Meter Size', and 'Customer Pipe Material'. The tablet interface also has 'SAVE' and 'SAVE AND CLOSE' buttons at the bottom.

Built-in Quality Control

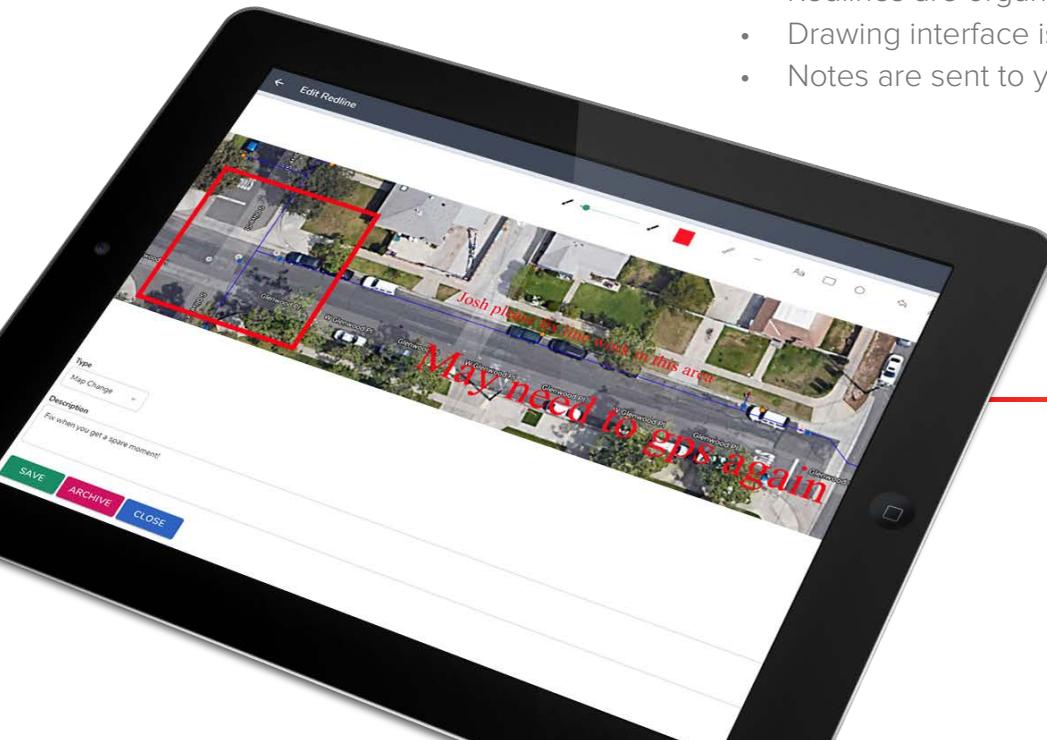
A screenshot of a data entry form titled "Edit" with a "New" button. The form is titled "Operation Details" and contains several fields with validation messages. The fields and their values are: "Operational Status*" (dropdown menu), "Turns To Close*" (text input), "Depth To Start*" (25), "Current Position*" (Open), "Assembly Type*" (Gate Valve), and "Diameter*" (dropdown menu). Red text "This field is required" is visible next to the "Operational Status*" and "Turns To Close*" fields.

infraMAP features field specific quality assurance / quality control

- Required fields can be easily configured for all forms.
- Supports validation of valve turns based on gate valve diameter.
- Input forms can guarantee numeric values and consistent data.
- Automatically calculate Fire Flow rates and volume.
- Compatible with barcode scanners to read barcode information.

infraMAP includes intuitive Redline functionality

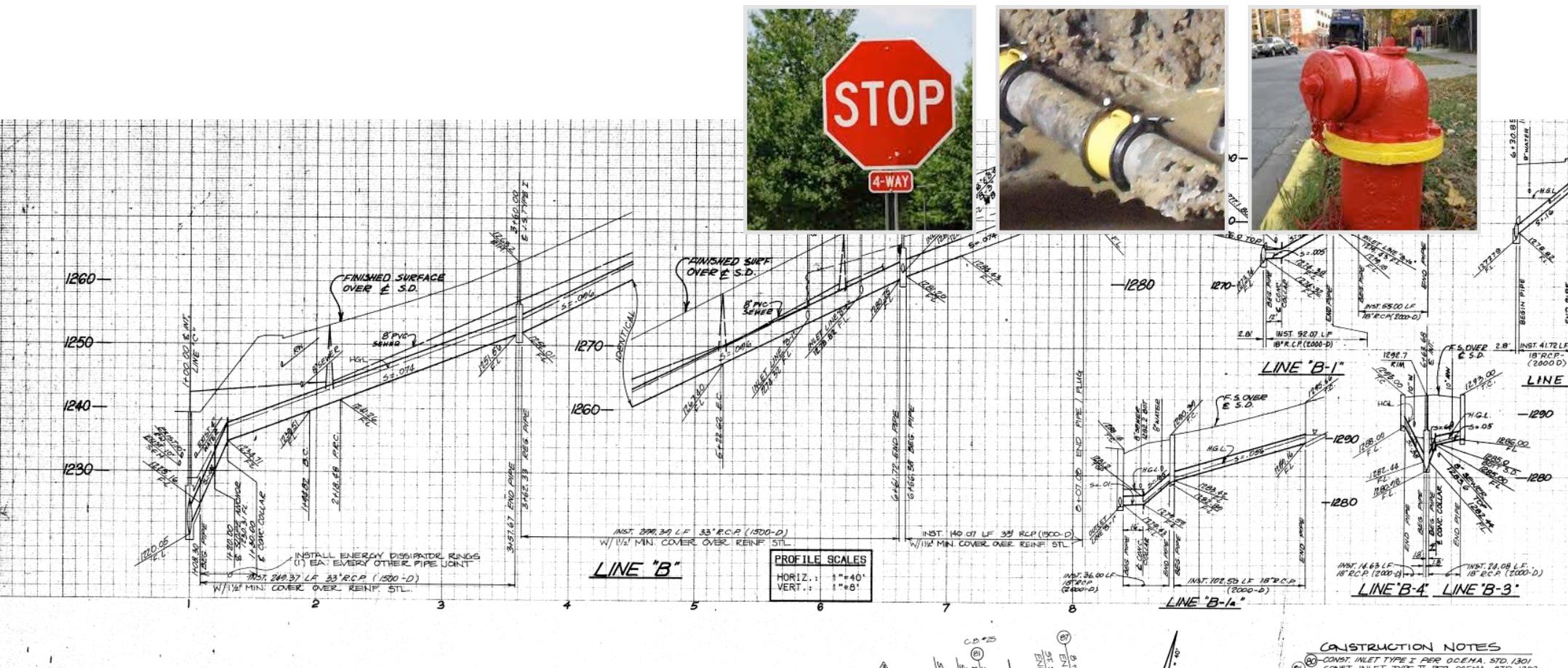
- Redlines are organized by My Redlines and Shared Redlines.
- Drawing interface is simple and straightforward.
- Notes are sent to your GIS department from the field.



Linked Documents

infraMAP features advanced hyperlinking and photo attachments

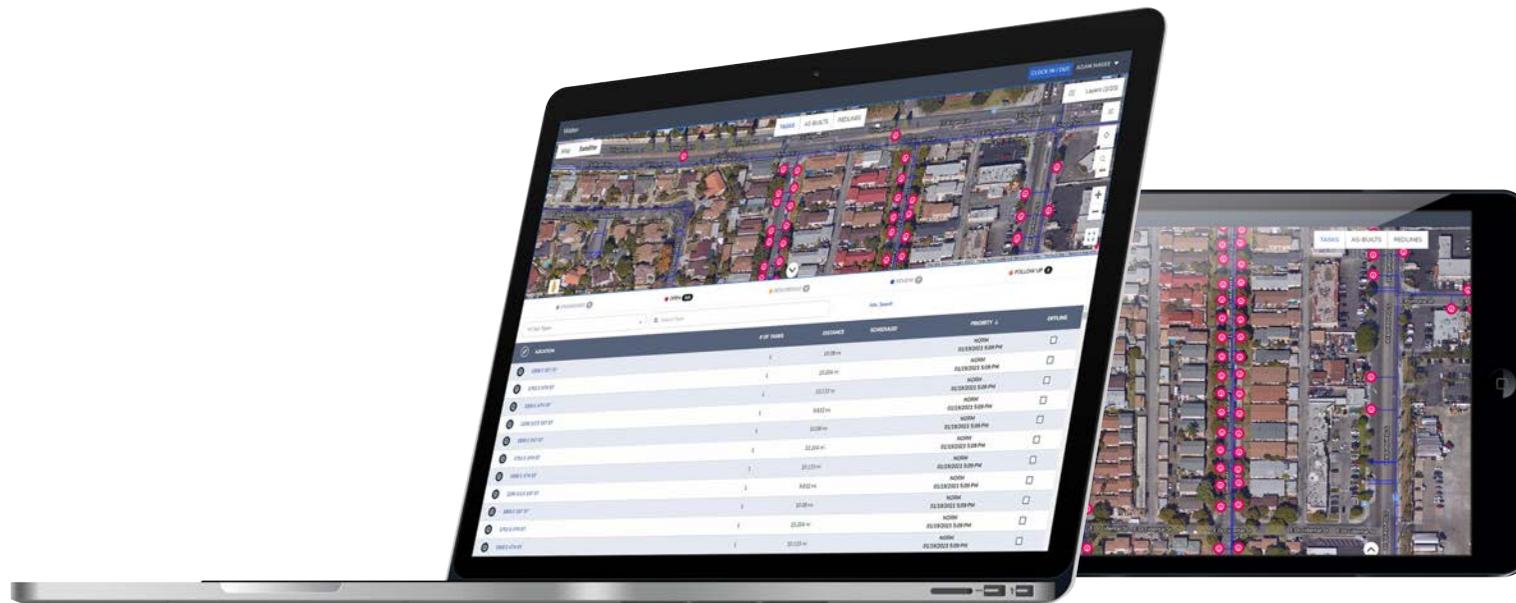
- As-builts and other documents can be pulled up quickly and easily.
- Intuitive document navigation allows for quick zooming and panning.
- Attach photos to assets out in the field or in the office.



Task Focused

infraMAP Tasks are simple to set up and configurable by the end user

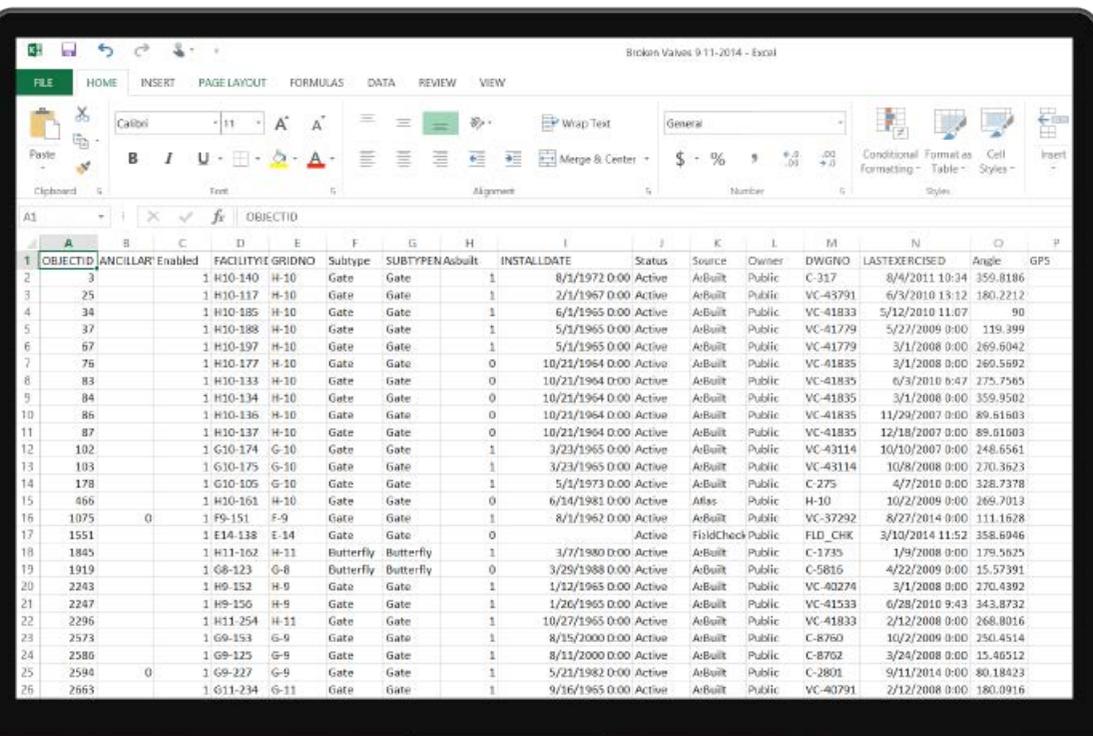
- Create/Assign Tasks to individual users for scheduled or unscheduled work.
- Ability to see all Tasks assigned to team members and advanced filter to further refine reporting.
- Task data available in Real-Time to help balance workloads.
- Create tasks on the fly while out in the field.
- Log work and track time for jobs.



Reporting & Queries

infraMAP contains extensive reports for instant answers

- Configurable queries allow for simple display of critical information.
- Reports can be generated on the fly in Microsoft Excel.

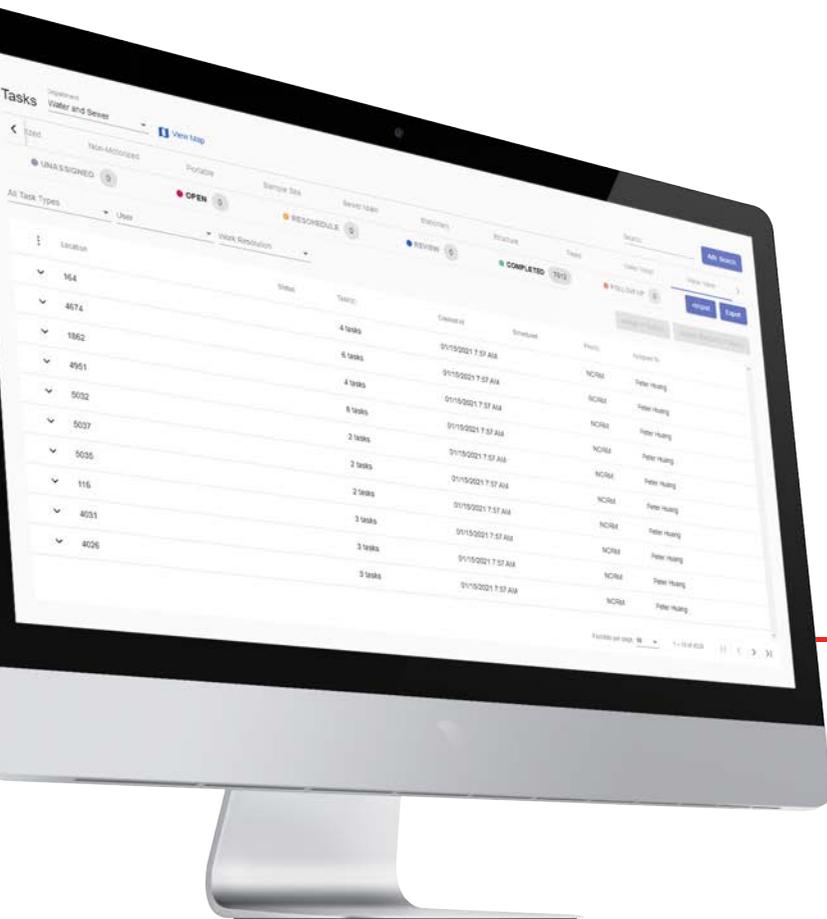


| OBJECTID | ANCI LLAR | Enabled | FACILITY | GRIDNO | Subtype | SUBTYPEN | Asbuilt | INSTALLDATE | Status | Source | Owner | DWGNO | LASTEXERCISED | Angle | GPS |
|----------|-----------|---------|----------|--------|-----------|-----------|---------|-----------------|--------|------------|--------|----------|-----------------|----------|-----|
| 3 | | | H10-140 | H-10 | Gate | Gate | 1 | 8/1/1972 0:00 | Active | ArBUILT | Public | C-317 | 8/4/2011 10:34 | 359.8186 | |
| 25 | | | H10-117 | H-10 | Gate | Gate | 1 | 2/1/1967 0:00 | Active | ArBUILT | Public | VC-43791 | 6/3/2010 13:12 | 180.2212 | |
| 34 | | | H10-185 | H-10 | Gate | Gate | 1 | 6/1/1965 0:00 | Active | ArBUILT | Public | VC-41833 | 5/12/2010 11:07 | 90 | |
| 37 | | | H10-188 | H-10 | Gate | Gate | 1 | 5/1/1965 0:00 | Active | ArBUILT | Public | VC-41779 | 5/27/2009 0:00 | 119.399 | |
| 67 | | | H10-197 | H-10 | Gate | Gate | 1 | 5/1/1965 0:00 | Active | ArBUILT | Public | VC-41779 | 3/1/2008 0:00 | 269.6042 | |
| 75 | | | H10-177 | H-10 | Gate | Gate | 0 | 10/21/1964 0:00 | Active | ArBUILT | Public | VC-41835 | 3/1/2008 0:00 | 260.5692 | |
| 83 | | | H10-133 | H-10 | Gate | Gate | 0 | 10/21/1964 0:00 | Active | ArBUILT | Public | VC-41835 | 6/3/2010 8:47 | 275.7585 | |
| 84 | | | H10-134 | H-10 | Gate | Gate | 0 | 10/21/1964 0:00 | Active | ArBUILT | Public | VC-41835 | 3/1/2008 0:00 | 359.9502 | |
| 86 | | | H10-136 | H-10 | Gate | Gate | 0 | 10/21/1964 0:00 | Active | ArBUILT | Public | VC-41835 | 11/29/2007 0:00 | 89.81603 | |
| 87 | | | H10-137 | H-10 | Gate | Gate | 0 | 10/21/1964 0:00 | Active | ArBUILT | Public | VC-41835 | 12/18/2007 0:00 | 89.81603 | |
| 102 | | | G10-174 | G-10 | Gate | Gate | 1 | 3/23/1965 0:00 | Active | ArBUILT | Public | VC-43114 | 10/10/2007 0:00 | 248.6561 | |
| 103 | | | G10-175 | G-10 | Gate | Gate | 1 | 3/23/1965 0:00 | Active | ArBUILT | Public | VC-43114 | 10/8/2008 0:00 | 270.3623 | |
| 178 | | | G10-105 | G-10 | Gate | Gate | 1 | 5/1/1973 0:00 | Active | ArBUILT | Public | C-275 | 4/7/2010 0:00 | 328.7378 | |
| 466 | | | H10-161 | H-10 | Gate | Gate | 0 | 6/14/1981 0:00 | Active | Atlas | Public | H-10 | 10/2/2009 0:00 | 269.7013 | |
| 1075 | 0 | | F9-151 | F-9 | Gate | Gate | 1 | 8/1/1962 0:00 | Active | ArBUILT | Public | VC-37292 | 8/27/2014 0:00 | 111.1628 | |
| 1551 | | | E14-138 | E-14 | Gate | Gate | 0 | | Active | FieldCheck | Public | FLD_CHK | 3/10/2014 11:52 | 358.6946 | |
| 1845 | | | H11-162 | H-11 | Butterfly | Butterfly | 1 | 3/7/1980 0:00 | Active | ArBUILT | Public | C-1735 | 1/9/2008 0:00 | 179.5625 | |
| 1919 | | | G8-123 | G-8 | Butterfly | Butterfly | 0 | 3/29/1988 0:00 | Active | ArBUILT | Public | C-5816 | 4/22/2009 0:00 | 15.57391 | |
| 2243 | | | H9-152 | H-9 | Gate | Gate | 1 | 1/12/1965 0:00 | Active | ArBUILT | Public | VC-40274 | 3/1/2008 0:00 | 270.4392 | |
| 2247 | | | H9-156 | H-9 | Gate | Gate | 1 | 1/26/1965 0:00 | Active | ArBUILT | Public | VC-41533 | 6/28/2010 9:43 | 343.8732 | |
| 2295 | | | H11-254 | H-11 | Gate | Gate | 1 | 10/27/1965 0:00 | Active | ArBUILT | Public | VC-41833 | 2/12/2008 0:00 | 268.0016 | |
| 2573 | | | G9-153 | G-9 | Gate | Gate | 1 | 8/15/2000 0:00 | Active | ArBUILT | Public | C-8760 | 10/2/2009 0:00 | 250.4514 | |
| 2580 | | | G9-125 | G-9 | Gate | Gate | 1 | 8/11/2000 0:00 | Active | ArBUILT | Public | C-8762 | 3/24/2008 0:00 | 15.46512 | |
| 2594 | 0 | | G9-227 | G-9 | Gate | Gate | 1 | 5/21/1982 0:00 | Active | ArBUILT | Public | C-2801 | 9/11/2014 0:00 | 80.18423 | |
| 2863 | | | G11-234 | G-11 | Gate | Gate | 1 | 9/16/1965 0:00 | Active | ArBUILT | Public | VC-40791 | 2/12/2008 0:00 | 180.0916 | |

Administration App

infraMAP supports locked down functionality for all users

- infraMAP supports user and role functionality.
- Design forms, configure reports, schema, users, roles quickly and easily.
- Username/Password required to log into infraMAP Software.



Thanks!



InfraMAP®
SOFTWARE

CREATED BY FIELD CREWS, FOR FIELD CREWS

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM CORE AND MAIN FOR THE
INFRAMAP SOFTWARE-METER WORK ORDER SOFTWARE
IN AN AMOUNT NOT TO EXCEED \$10,475.00**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from Core and Main for the InfraMap Software-Meter Work Order Software in an amount not to exceed \$10,475.00, attached hereto as “[Exhibit A.](#)”

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Bid Proposal for infraMAP

| | | |
|-----------------|--|--|
| CUSTOMER | <p>CITY OF DARIEN 1041 SOUTH FRONTAGE ROAD DARIEN, IL 60561</p> | <p>Job infraMAP Darien, IL Bid Date: 05/26/2022 04:00 pm Bid #: 2364422</p> |
| | <p>Sales Representative Jason Kazimier (M) 224-545-1697 (T) 630-665-1800 Jason.Kazimier@coreandmain.com</p> | <p>Core & Main 3415 Ohio Avenue St. Charles, IL 60174 (T) 630-665-1800</p> |
| CONTACT | | |
| NOTES | | |



Bid Proposal for infraMAP

CITY OF DARIEN

Job Location: Darien, IL

Bid Date: 05/26/2022 04:00 pm

Core & Main 2364422

Core & Main

3415 Ohio Avenue

St. Charles, IL 60174

Phone: 630-665-1800

Fax: 630-665-1887

| Seq# | Qty | Description | Units | Price | Ext Price |
|------|-----|--|-------|----------|-----------|
| | | DUE TO CURRENT SUPPLY CHAIN DISRUPTIONS, MATERIALS ARE SUBJECT TO PRICING AT TIME OF SHIPMENT. MATERIAL AVAILABILITY AND TIMELINESS OF SHIPMENTS CANNOT BE GUARANTEED. THIS TERM SUPERSEDES ALL OTHER CONTRACTUAL PROVISIONS. | | | |
| 10 | 1 | CLOUD SETUP: TASKS 1 INITIAL | EA | 625.00 | 625.00 |
| 20 | | SETUP FOR INFRAMAP CLOUD | | | |
| 30 | | SOFTWARE AS A SERVICE. SETUP | | | |
| 40 | | NEW CUSTOMER CLOUD SITE, | | | |
| 50 | | INVITE USERS TO THE SITE | | | |
| 70 | 14 | PROFESSIONAL SERVICES TASK 2: | EA | 125.00 | 1,750.00 |
| 80 | | IMPORT EXISTING GIS DATA AND | | | |
| 90 | | CONFIGURATION WITH INFRAMAP | | | |
| 100 | | CLOUD BASED INFRASTRUCTURE. | | | |
| 120 | 7 | FORM DESIGN TASK 3: IWATER | EA | 375.00 | 2,625.00 |
| 130 | | WILL CONFIGURE, TEST, AND | | | |
| 140 | | IMPLEMENT A USER-DEFINED | | | |
| 150 | | INSPECTION FORM FOR CLIENT | | | |
| 160 | | METERS 3, VALVES 2, HYDRANTS 2 | | | |
| 180 | 3 | TRAINING, VIRTUAL TASK 4: | EA | 125.00 | 375.00 |
| 190 | | VIRTUAL TRAINING FOR INFRAMAP | | | |
| 200 | | SOFTWARE. USER TRAINING | | | |
| 210 | | SESSION- ONLINE VIRTUAL | | | |
| 220 | | SESSION TO PRESENT INITIAL | | | |
| 230 | | TASKS, FORM(S) SETUP WITH THE | | | |
| 240 | | WORKFLOWS AND FUNCTIONALITY | | | |
| 250 | | INCLUDED IN INFRAMAP SOFTWARE | | | |
| 260 | | APPLICATION. PRICE PER HOUR | | | |
| 280 | | INFRAMAP CLOUD YEARLY FEES: | | | |
| 300 | 2 | ADMIN CLOUD. ADMIN USER LEVEL | EA | 1,000.00 | 2,000.00 |
| 310 | | INCLUDES ALL READ ONLY AND | | | |
| 320 | | FULL USER FEATURES PLUS THE | | | |
| 330 | | OPTION TO ADD USERS AND ASSIGN | | | |
| 340 | | DEPARTMENTS WITH AUTO | | | |
| 350 | | ASSIGNMENT OF TASK BASED UPON | | | |
| 360 | | AREA, IMPORT/EXPORT TASK AND | | | |
| 370 | | FACILITY DATA, ADD OVERLAY | | | |
| 380 | | DATA OR CONNECT TO REAL-TIME | | | |



Bid Proposal for infraMAP

Bid #: 2364422

| Seq# | Qty | Description | Units | Price | Ext Price |
|------|-----|--------------------------------|-------|--------|-----------|
| 390 | | DATA SERVICE IF AVAILABLE, | | | |
| 400 | | VIEW DATA IMPORT HISTORY, | | | |
| 410 | | ESTABLISH BOUNDARIES FOR THE | | | |
| 420 | | ORGANIZATION, DEPARTMENTS FOR | | | |
| 430 | | EACH USER, ADD DEPARTMENTS, | | | |
| 440 | | CREATE UNIQUE TASK(S) FOR EACH | | | |
| 450 | | FACILITY, DESIGN DATA INPUT | | | |
| 460 | | FORMS SPECIFICALLY OF EACH | | | |
| 470 | | TASK INCLUDING REQUIRED FIELDS | | | |
| 480 | | ,IMPORT FACILITY SCHEMA AND | | | |
| 490 | | MODIFY TO FOLLOW ORGANIZATION | | | |
| 500 | | BUSINESS PROCESS, IMPORT PRIOR | | | |
| 510 | | HISTORY, IMPORT AS-BUILDS, | | | |
| 520 | | IMPORT PHOTOS, VIDEOS, AND | | | |
| 530 | | DOCUMENTS. | | | |
| 550 | 6 | FULL USER CLOUD: FULL USER | EA | 500.00 | 3,000.00 |
| 560 | | LEVEL INCLUDES READ ONLY | | | |
| 570 | | FEATURE PLUS THE ABILITY TO | | | |
| 580 | | UPDATE ASSIGNED TASK | | | |
| 590 | | INCLUDING FACILITY DATA ON ALL | | | |
| 600 | | FORMS. FULL USER CAN ALSO ADD | | | |
| 610 | | NEW FACILITIES BY GPS POSITION | | | |
| 620 | | OR MANUALLY, DRAW IN NEW LINES | | | |
| 630 | | , BUILDINGS, AND STRUCTURES, | | | |
| 640 | | PHOTOS, VIDEOS, REDLINES, | | | |
| 650 | | AS-BUILDS, UPDATE GPS AND MAP | | | |
| 660 | | LOCATION AND ACCURACY, LOG | | | |
| 670 | | WORK TIME AND ASSISTANTS, | | | |
| 680 | | CREATE NEW TASKS, ASSIGN TASK, | | | |
| 690 | | CREATE ROUTE TO TASK OR | | | |
| 700 | | FACILITY, TRACK EQUIPMENT | | | |
| 710 | | LOCATION AND MAINTENANCE | | | |
| 720 | | HISTORY. | | | |
| 730 | 1 | READ-ONLY CLOUD: READ ONLY | EA | 100.00 | 100.00 |
| 740 | | LEVEL INCLUDES FULL MAPPING | | | |
| 750 | | INTERFACE WITH ABILITY TO VIEW | | | |
| 760 | | TASKS COMPLETED, PHOTOS AND | | | |
| 770 | | VIDEOS, AS-BUILDS AND REDLINES | | | |
| 780 | | , ATTACHED DOCUMENTS, ALL | | | |
| 790 | | FACILITY AND OVERLAYS INCLUDED | | | |
| 800 | | WITH USER ACCESS LEVEL | | | |
| 810 | | INCLUDING CORRESPONDING DATA, | | | |
| 820 | | SEARCH TASKS AND FACILITY DATA | | | |
| 830 | | CREATE REPORTS AND ACCESS | | | |
| 840 | | DASHBOARDS. DOES NOT INCLUDE | | | |
| 850 | | THE FUNCTIONALITY TO EDIT OR | | | |
| 860 | | MODIFY TASKS AND FACILITY | | | |
| 870 | | DATA OR ADD PHOTOS, VIDEOS, | | | |
| 880 | | AS-BUILDS, DOCUMENTS AND | | | |



Bid Proposal for infraMAP

Bid #: 2364422

| Seq# | Qty | Description | Units | Price | Ext Price |
|--|-----|-------------|-------|-------|-----------|
| 890 | | REDLINES. | | | |
| <p>UNLESS OTHERWISE SPECIFIED HEREIN, PRICES QUOTED ARE VALID IF ACCEPTED BY CUSTOMER AND PRODUCTS ARE RELEASED BY CUSTOMER FOR MANUFACTURE WITHIN THIRTY (30) CALENDAR DAYS FROM THE DATE OF THIS QUOTATION. CORE & MAIN LP RESERVES THE RIGHT TO INCREASE PRICES TO ADDRESS FACTORS, INCLUDING BUT NOT LIMITED TO, GOVERNMENT REGULATIONS, TARIFFS, TRANSPORTATION, FUEL AND RAW MATERIAL COSTS. DELIVERY WILL COMMENCE BASED UPON MANUFACTURER LEAD TIMES. ANY MATERIAL DELIVERIES DELAYED BEYOND MANUFACTURER LEAD TIMES MAY BE SUBJECT TO PRICE INCREASES AND/OR APPLICABLE STORAGE FEES. THIS BID PROPOSAL IS CONTINGENT UPON BUYER'S ACCEPTANCE OF SELLER'S TERMS AND CONDITIONS OF SALE, AS MODIFIED FROM TIME TO TIME, WHICH CAN BE FOUND AT: https://coreandmain.com/TandC/</p> | | | | | |

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

A [resolution](#) accepting a proposal from AIS, Inc., for the hardware, software, licensing and programming to integrate the Digital Conversion Project with TKB Associates, Inc., Laserfische hardware and software in an amount not to exceed \$4,139.

AND

A [resolution](#) accepting a proposal from TKB Associates, Inc., for the digital formatting hardware, software, licensing and scanning of Subdivision Infrastructure Plans and Critical files into a digital format in an amount not to exceed \$16,751.

BACKGROUND/HISTORY

The City currently has a significant number of hard copy permanent plans for subdivisions and infrastructure. These records are permanent records and need to be preserved. The records are further utilized in the field to locate infrastructure and other recorded information. As part of the house cleaning and reducing the physical footprint at the Municipal Services Facility at 1041 S Frontage Road, Staff is requesting to digitize the records.

In order to digitize the records the City will further need to coordinate efforts with our IT consultant, AIS, Inc. AIS will need to provide additional hardware and support to allow for the digital storage. AIS and TKB will work in concert to allow for a smooth transition to store and retrieve the digital files.

The scope of work for AIS includes the required hardware, setup and configuration. Staff evaluated the two options in respect to the storage of information, see [Attachment A](#), pages 1-3. The two options are:

Option 1 Cloud deployment

Option 2 On-premises deployment

Upon review, Staff recommends Option 2 – On-premises deployment

Upfront costs are higher and subsequently reduced after year one

On-premises system is the preferred method

Centralized server location with ongoing IT support

The scope of work for TKB Associates, Inc., includes the software, licensing, setup and training, see Laserfische proposal labeled as [Attachment B](#). TKB Associates, Inc., will also be completing the conversion of the paper files to digital and cataloging, see attached TKB Associates, Inc., proposal labeled as [Attachment C](#), pages 1-2. Attached and labeled as [Attachment D](#), is the Digital Conversion Project Cost Summary.

In order to maintain continuity and familiarity, this project was not solicited for bids as AIS, Inc., is the City's approved IT consultant and TKB Associates, Inc., continues to service Laserfische hardware and licensing for the Police Department. TKB Associates, Inc., only scans and provides support to Laserfische clients. Both of these vendors have worked together on previous projects with positive feedback and results.

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

| Account Number | Account Description | FY 22-23 Budget | Proposed Expenditure |
|-----------------------|---|------------------------|-----------------------------|
| 01-30-4223 | PW Roof Repairs Scanning-Minor Remodeling | \$100,000 | \$20,710 |

Staff has included a \$2,500 contingency for the project; \$500 for IT services and \$2,000 for additional scanning of records.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends a resolution accepting a proposal from TKB Associates, Inc., for the digital formatting hardware, software, licensing and scanning of Subdivision Infrastructure Plans and Critical files into a digital format in an amount not to exceed \$16,751.

AND

A resolution accepting a proposal from AIS, Inc., to for the hardware, software, licensing and programming to integrate the Digital Conversion Project with TKB Associates, Inc., Laserfische hardware and software in an amount not to exceed \$4,139.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the July 18, 2022 City Council agenda for formal consideration.



All Information Services, Inc.

Integrating the World's Technology

Public

Works Laserfiche Proposal and Planning

City of Darien
1702 Plainfield Road
Darien, IL 60561

06/28/2022



Laserfiche Proposal

In response to Public Works request to start digitizing paper documents, TKB Associates, Inc. provided the City with two deployment options/proposals. Below are some of the benefits of each option.

Option 1 Cloud deployment may be the right fit for you if:

- You're looking for a low cost of ownership. Costs for cloud software are classified as an operating expense, eliminating the need to approve a large capital expenditure.
- You don't want to invest in hardware for storage. With Cloud, adding storage comes at a lower cost and is more scalable than purchasing hardware assets.
- You're looking for easy budgeting. With cloud, support and maintenance costs are included in your annual contract, making budgeting easier.
- You'd like to limit the burden on your IT organization. Cloud requires less in-house technical involvement for deployment, updates, and changes.
- You'd like to secure information and simplify compliance. Data is encrypted at rest and in-transit using industry standard encryption or TLS security network communication.
- You're looking for simplified software upgrades. Cloud upgrades and releases are deployed frequently and efficiently.

Option 2 On-premises deployment may be the right fit for you if:

- You'd prefer a lower long-term cost. Over the long term, one-time license fees and annual maintenance fees for on-premises licenses are generally lower than the cumulative recurring costs of SaaS software (not taking into account hardware and professional services).
- You prefer to customize your IT environment. On-premises deployment offers complete control over infrastructure customization, enabling thoroughly planned and budgeted hardware technology purchases aimed to address specific expansion needs – be it security, speed, storage, etc.
- You require in-house data security. Knowledge of your system and data reside solely in-house, which may be preferable for companies with security restrictions requiring total control over data, or who require restricting internet access to systems, databases or applications entirely.
- You need to offer multiple access options to support your workforce, including ones that don't require internet access. On-premises licensing offers multiple options for system access, some of which don't require internet access. This is a plus for organizations that operate in areas where internet connectivity is not reliable or restrict internet access due to security.

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Laserfiche Proposal – AIS' Involvement

Option 1 – Cloud

\$210 Estimated 2 hours AIS Labor to work with TKB to setup remotely.

Option 2 – On-Premises

\$420 Estimated 4 hours AIS Labor to work with TKB to setup remotely.

\$1,604 Additional disk space storage (8TB) on the server for PW's Laserfiche repository.

Must be Dell compatible.

Current promotion, 20% off.

\$735 Estimated 7 hours Labor for AIS to configure.

\$250 Monthly. Darien's backup system stores data offsite per required regulations. AIS needs to expand the offsite space to accommodate the new Laserfiche scanned documents.

Laserfiche works most effective (staff labor wise) when using a locally connected scanning device. This will save a significant amount of labor time over the length of the project.

\$315 Estimated 3 hours AIS Labor to setup and work with TKB. (per device)

TKB and AIS have numerous common municipal clients. We have full faith in their setup and ongoing support. AIS recommends the on-premises option 2. Main reasons:

- Upfront cost is higher, but after year 1 it is more economical.
- An on-premises system is what PD and our other common clients use.
 - We are very familiar with this type of solution and the support needed.

MEMO

**TKB Associates, Inc.**

9459 Enterprise Drive
Mokena, IL 60448

Proposal

| | |
|------------|------------|
| Date | Estimate # |
| 05/25/2022 | 2083 |

| |
|--|
| Name / Address |
| City of Darien Lisa Klemm 1702 Plainfield Rd Darien, IL 60561 |

| | |
|-------|-----|
| Terms | Rep |
| | JB |

| Item | Description | Qty | Cost | Total |
|-------------------|--|-----|----------|-----------------|
| | This proposal will add an additional repository to the existing Laserfiche system on the PD server with 5 named users and 2 scan connect licenses. | | | |
| MSA10 | MSA10 Laserfiche Avante Additional Repository for SQL Express with Workflow | 1 | 1,000.00 | 1,000.00T |
| MSA10B | MSA10 Laserfiche Avante Additional Repository for SQL Express with Workflow - Annual LSAP | 1 | 200.00 | 200.00 |
| MNF16 | MNF16 Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email | 5 | 600.00 | 3,000.00T |
| MNF16B | MNF16 Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email - Annual LSAP | 5 | 120.00 | 600.00 |
| MATM | MATM Laserfiche Standard Audit Trail | 5 | 75.00 | 375.00T |
| MATMB | MATM Laserfiche Standard Audit Trail - Annual LSAP | 5 | 15.00 | 75.00 |
| MCS01 | MCS01 Laserfiche ScanConnect | 2 | 165.00 | 330.00T |
| MCS01B | MCS01 Laserfiche ScanConnect - Annual LSAP | 2 | 33.00 | 66.00 |
| Installation &... | On-Site/Remote LaserFiche Installation & Training | 24 | 175.00 | 4,200.00 |
| | Total Investment | | | 9,846.00 |
| | The current renewal for the Laserfiche system is 09/30/22 so this proposal will be prorated on the LSAP portion to that renewal date. An invoice for the next renewal will be mailed approx 90 days prior to the renewal date or 06/30/22. | | | |
| | The annual LSAP amount will be \$941.00 Sales Tax Exempt | | 0.00% | 0.00 |

Please visit our Web Site at www.tkbassociates.com

| | |
|--------------|--------------|
| Phone # | Fax # |
| 708-478-4100 | 708-478-4167 |

MEMO

**TKB Associates, Inc.**

9459 Enterprise Drive
Mokena, IL 60448

Proposal

| | |
|------------|------------|
| Date | Estimate # |
| 06/22/2022 | 2098 |

| |
|--|
| Name / Address |
| City of Darien Lisa Klemm 1702 Plainfield Rd Darien, IL 60561 |

| | |
|-------|-----|
| Terms | Rep |
| | JB |

| Item | Description | Qty | Cost | Total |
|------|--|-----|------|-------|
| | <p>Scanning Project - 24 x 26 Maps We have estimated there are approximately 400 sets of plans with an average of 10 pages per plan set. Therefore we will have approximately 4,000 to 4,500 pieces. There will be additional scanning to include approximately 5,000 sheets of 8 ½ x 11 to 11 x 14 documents for accounting records, public work files and limited building permits.</p> <p>Scanning of documents Filing to the repository: Catalogue by Subdivision Name, e.g. Farmingdale Unit1-4</p> <p>For the additional 5,000 sheets of 8 ½ x 11 to 11 x 14 documents</p> <p>Scanning of documents Filing to the repository: Catalogue by Department e.g.</p> <p>Accounting Audits 20XX-20XX Bank Statements-20XX-20XX</p> <p>Public Works Motor Fuel Closeouts 20XX-20XX</p> <p>Capital Projects Ditch Maintenance Project Crest Road 20XX</p> | | | |

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TKB Associates, Inc.

9459 Enterprise Drive
Mokena, IL 60448

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| | |
|-------|-----|
| Terms | Rep |
| | JB |

| Item | Description | Qty | Cost | Total |
|-----------------|---|-------|-------|-----------|
| Conversion | Conversion of Large Format Files to Digital image for import into Laserfiche - Prepping Scanning and Indexing - Subdivision Files | 4,500 | 0.85 | 3,825.00T |
| Conversion | Conversion of up to 11 x 17 Files to Digital image for import into Laserfiche - Prepping Scanning and Indexing - Department files - Department, Document Type, and date | 5,000 | 0.15 | 750.00T |
| Pick-Up/Deli... | Pick-Up/Delivery Charge of Boxes | 2 | 75.00 | 150.00T |
| | Total Investment | | | 4,725.00 |
| | This is an estimate - Actual image and document counts will be on final invoice | | | |
| | Sales Tax Exempt | | 0.00% | 0.00 |

It's been a pleasure working with you!

Please visit our Web Site at www.tkbassociates.com

| | |
|--------------|--------------|
| Phone # | Fax # |
| 708-478-4100 | 708-478-4167 |

DIGITAL CONVERSION PROJECT

| Vendor/Description | On-Premises - Option 2 | Units | Quantity | Unit Cost | Cost | Annual Cost |
|--|--|----------|----------|-------------|-------------|-------------|
| AIS Labs Hardware Software Programming | | | | | | |
| | Estimated AIS labor to work w/TKB setup remotely | Hourly | 4 | \$ 105.00 | \$ 420.00 | |
| | Additional disk space storage (8TB) on the server for PW's Laserfiche repository | Lump Sum | 1 | \$ 1,604.00 | \$ 1,604.00 | |
| | Configuration of Server | Hourly | 7 | \$ 105.00 | \$ 735.00 | |
| | Monthly-for data continuity & disaster recovery offsite backup/replication per required regulations | Monthly | 12 | \$ 250.00 | \$ 250.00 | \$ 3,000.00 |
| | Device setup with Laserfiche | Each | 2 | \$ 315.00 | \$ 630.00 | |
| | Contingency | Lump Sum | 1 | \$ 500.00 | \$ 500.00 | |
| AIS Labs Costs Year 1 | | | | | \$ 4,139.00 | |
| AIS Annual Costs | | | | | | \$ 3,000.00 |
| TKB Associates-Software and Licensing Programming | MSA10 Laserfiche Avante Additional Repository for SQL Express with Workflow- Software and Licensing | Each | 1 | \$ 1,000.00 | \$ 1,000.00 | |
| | MSA10 Laserfiche Avante Additional Repository for SQL Express with Workflow - Annual LSAP- Licensing | Annual | 1 | \$ 200.00 | \$ 200.00 | \$ 200.00 |
| | MNF16 Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email- Software and Licensing | Each | 5 | \$ 600.00 | \$ 3,000.00 | |
| | MNF16 Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email - Annual LSAP- Licensing | Annual | 5 | \$ 120.00 | \$ 600.00 | \$ 600.00 |
| | MATM Laserfiche Standard Audit Trail-Required Software and Licensing | Each | 5 | \$ 75.00 | \$ 375.00 | |
| | MATM Laserfiche Standard Audit Trail - Annual LSAP- Licensing | Annual | 5 | \$ 15.00 | \$ 75.00 | \$ 75.00 |
| | MCS01 Laserfiche ScanConnect-Software and Licensing | Each | 2 | \$ 165.00 | \$ 330.00 | |
| | MCS01 Laserfiche ScanConnect - Annual LSAP- Licensing | Each | 2 | \$ 33.00 | \$ 66.00 | \$ 66.00 |
| | On-Site/Remote LaserFiche Installation & Training | Hourly | 24 | \$ 175.00 | \$ 4,200.00 | |
| TKB Associates Costs Year 1 | | | | | \$ 9,846.00 | |
| TKB Associates Annual Cost | | | | | | \$ 941.00 |
| Total Annual Costs AIS and TKB Assoc | | | | | | \$ 3,941.00 |

| | | | | | | |
|--|---|----------|-------|-------------|-------------|--|
| TKB Associates-Scanning and Cataloging | Conversion of Large Format Files to Digital image for import into Laserfiche - Prepping Scanning and Indexing - Subdivision Files | Each | 4,500 | \$ 0.85 | \$ 3,825.00 | |
| | Scanning and Indexing - Department files - Department, Document Type, and Date | Each | 5,000 | \$ 0.15 | \$ 750.00 | |
| | Pick-Up/Delivery Charge of Boxes | Per | 2 | \$ 75.00 | \$ 150.00 | |
| | Contingency | Lump Sum | 1 | \$ 2,000.00 | \$ 2,000.00 | |
| TKB Associates Scanning and Cataloging Cost | | | | | \$ 6,725.00 | |

Cost Summary

| | | | | | |
|--|--|--|--|--------------|--------------|
| AIS Labs Hardware Software Programming Cost | | | | \$ 4,139.00 | |
| TKB Associates-Software and Licensing Cost | | | | | \$ 9,846.00 |
| TKB Associates Scanning and Cataloging Cost | | | | | \$ 6,725.00 |
| TKB Combined Costs | | | | \$ 16,571.00 | \$ 16,571.00 |
| Total Program Cost | | | | \$ 20,710.00 | |

Annual Cost Summary

| | | | | | |
|---|--|--|--|--|-------------|
| AIS Labs Monthly-for data continuity & disaster recovery offsite backup/replication per required regulations | | | | | \$ 3,000.00 |
| TKB Associates-Licensing Cost | | | | | \$ 941.00 |
| Total Annual Reoccurring Program Cost | | | | | \$ 3,941.00 |

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM AIS, INC., FOR THE
HARDWARE, SOFTWARE, LICENSING AND PROGRAMMING TO INTEGRATE
THE DIGITAL CONVERSION PROJECT WITH TKB ASSOCIATES, INC.,
LASERFISCHE HARDWARE AND SOFTWARE
IN AN AMOUNT NOT TO EXCEED \$4,139**

**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 acceptance of a proposal from AIS, Inc., for the hardware, software, licensing and programming to integrate the digital conversion project with TKB Associates, Inc., Laserfische hardware and software in an amount not to exceed \$4,139, a copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 18th day of July 2022.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 18th day of July 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



All Information Services, Inc.

Integrating the World's Technology

Public

Works Laserfiche Proposal and Planning

City of Darien
1702 Plainfield Road
Darien, IL 60561

06/28/2022



Laserfiche Proposal

In response to Public Works request to start digitizing paper documents, TKB Associates, Inc. provided the City with two deployment options/proposals. Below are some of the benefits of each option.

Option 1 Cloud deployment may be the right fit for you if:

- You're looking for a low cost of ownership. Costs for cloud software are classified as an operating expense, eliminating the need to approve a large capital expenditure.
- You don't want to invest in hardware for storage. With Cloud, adding storage comes at a lower cost and is more scalable than purchasing hardware assets.
- You're looking for easy budgeting. With cloud, support and maintenance costs are included in your annual contract, making budgeting easier.
- You'd like to limit the burden on your IT organization. Cloud requires less in-house technical involvement for deployment, updates, and changes.
- You'd like to secure information and simplify compliance. Data is encrypted at rest and in-transit using industry standard encryption or TLS security network communication.
- You're looking for simplified software upgrades. Cloud upgrades and releases are deployed frequently and efficiently.

Option 2 On-premises deployment may be the right fit for you if:

- You'd prefer a lower long-term cost. Over the long term, one-time license fees and annual maintenance fees for on-premises licenses are generally lower than the cumulative recurring costs of SaaS software (not taking into account hardware and professional services).
- You prefer to customize your IT environment. On-premises deployment offers complete control over infrastructure customization, enabling thoroughly planned and budgeted hardware technology purchases aimed to address specific expansion needs – be it security, speed, storage, etc.
- You require in-house data security. Knowledge of your system and data reside solely in-house, which may be preferable for companies with security restrictions requiring total control over data, or who require restricting internet access to systems, databases or applications entirely.
- You need to offer multiple access options to support your workforce, including ones that don't require internet access. On-premises licensing offers multiple options for system access, some of which don't require internet access. This is a plus for organizations that operate in areas where internet connectivity is not reliable or restrict internet access due to security.

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Laserfiche Proposal – AIS' Involvement

Option 1 – Cloud

\$210 Estimated 2 hours AIS Labor to work with TKB to setup remotely.

Option 2 – On-Premises

\$420 Estimated 4 hours AIS Labor to work with TKB to setup remotely.

\$1,604 Additional disk space storage (8TB) on the server for PW's Laserfiche repository.

Must be Dell compatible.

Current promotion, 20% off.

\$735 Estimated 7 hours Labor for AIS to configure.

\$250 Monthly. Darien's backup system stores data offsite per required regulations. AIS needs to expand the offsite space to accommodate the new Laserfiche scanned documents.

Laserfiche works most effective (staff labor wise) when using a locally connected scanning device. This will save a significant amount of labor time over the length of the project.

\$315 Estimated 3 hours AIS Labor to setup and work with TKB. (per device)

TKB and AIS have numerous common municipal clients. We have full faith in their setup and ongoing support. AIS recommends the on-premises option 2. Main reasons:

- Upfront cost is higher, but after year 1 it is more economical.
- An on-premises system is what PD and our other common clients use.
 - We are very familiar with this type of solution and the support needed.



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM TKB ASSOCIATES, INC., FOR THE DIGITAL FORMATTING HARDWARE, SOFTWARE, LICENSING AND SCANNING OF SUBDIVISION INFRASTRUCTURE PLANS AND CRITICAL FILES INTO A DIGITAL FORMAT IN AN AMOUNT NOT TO EXCEED \$16,751

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 acceptance of a proposal from TKB Associates, Inc., for the digital formatting hardware, software, licensing and scanning of Subdivision Infrastructure Plans and Critical files into a digital format in an amount not to exceed \$16,751, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of July 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY


TKB Associates, Inc.

 9459 Enterprise Drive
 Mokena, IL 60448

Proposal

| | |
|------------|------------|
| Date | Estimate # |
| 05/25/2022 | 2083 |

| |
|--|
| Name / Address |
| City of Darien Lisa Klemm 1702 Plainfield Rd Darien, IL 60561 |

| | |
|-------|-----|
| Terms | Rep |
| | JB |

| Item | Description | Qty | Cost | Total |
|-------------------|--|-----|----------|-----------------|
| | This proposal will add an additional repository to the existing Laserfiche system on the PD server with 5 named users and 2 scan connect licenses. | | | |
| MSA10 | MSA10 Laserfiche Avante Additional Repository for SQL Express with Workflow | 1 | 1,000.00 | 1,000.00T |
| MSA10B | MSA10 Laserfiche Avante Additional Repository for SQL Express with Workflow - Annual LSAP | 1 | 200.00 | 200.00 |
| MNF16 | MNF16 Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email | 5 | 600.00 | 3,000.00T |
| MNF16B | MNF16 Laserfiche Named Full User with Web Access, Mobile, Snapshot and Email - Annual LSAP | 5 | 120.00 | 600.00 |
| MATM | MATM Laserfiche Standard Audit Trail | 5 | 75.00 | 375.00T |
| MATMB | MATM Laserfiche Standard Audit Trail - Annual LSAP | 5 | 15.00 | 75.00 |
| MCS01 | MCS01 Laserfiche ScanConnect | 2 | 165.00 | 330.00T |
| MCS01B | MCS01 Laserfiche ScanConnect - Annual LSAP | 2 | 33.00 | 66.00 |
| Installation &... | On-Site/Remote LaserFiche Installation & Training | 24 | 175.00 | 4,200.00 |
| | Total Investment | | | 9,846.00 |
| | The current renewal for the Laserfiche system is 09/30/22 so this proposal will be prorated on the LSAP portion to that renewal date. An invoice for the next renewal will be mailed approx 90 days prior to the renewal date or 06/30/22. | | | |
| | The annual LSAP amount will be \$941.00 Sales Tax Exempt | | 0.00% | 0.00 |

Please visit our Web Site at www.tkbassociates.com

| | |
|--------------|--------------|
| Phone # | Fax # |
| 708-478-4100 | 708-478-4167 |



TKB Associates, Inc.

9459 Enterprise Drive
Mokena, IL 60448

Proposal

| | |
|------------|------------|
| Date | Estimate # |
| 06/22/2022 | 2098 |

| |
|--|
| Name / Address |
| City of Darien Lisa Klemm 1702 Plainfield Rd Darien, IL 60561 |

| | |
|-------|-----|
| Terms | Rep |
| | JB |

| Item | Description | Qty | Cost | Total |
|------|--|-----|------|-------|
| | <p>Scanning Project - 24 x 26 Maps We have estimated there are approximately 400 sets of plans with an average of 10 pages per plan set. Therefore we will have approximately 4,000 to 4,500 pieces. There will be additional scanning to include approximately 5,000 sheets of 8 1/2 x 11 to 11 x 14 documents for accounting records, public work files and limited building permits.</p> <p>Scanning of documents Filing to the repository: Catalogue by Subdivision Name, e.g. Farmingdale Unit1-4</p> <p>For the additional 5,000 sheets of 8 1/2 x 11 to 11 x 14 documents</p> <p>Scanning of documents Filing to the repository: Catalogue by Department e.g.</p> <p>Accounting Audits 20XX-20XX Bank Statements-20XX-20XX</p> <p>Public Works Motor Fuel Closeouts 20XX-20XX</p> <p>Capital Projects Ditch Maintenance Project Crest Road 20XX</p> | | | |

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Please visit our Web Site at www.tkbassociates.com

| | |
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| Phone # | Fax # |
| 708-478-4100 | 708-478-4167 |



TKB Associates, Inc.

9459 Enterprise Drive
Mokena, IL 60448

Proposal

| | |
|------------|------------|
| Date | Estimate # |
| 06/22/2022 | 2098 |

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| Name / Address |
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|-------|-----|
| Terms | Rep |
| | JB |

| Item | Description | Qty | Cost | Total |
|-----------------|---|-------|-------|-----------|
| Conversion | Conversion of Large Format Files to Digital image for import into Laserfiche - Prepping Scanning and Indexing - Subdivision Files | 4,500 | 0.85 | 3,825.00T |
| Conversion | Conversion of up to 11 x 17 Files to Digital image for import into Laserfiche - Prepping Scanning and Indexing - Department files - Department, Document Type, and date | 5,000 | 0.15 | 750.00T |
| Pick-Up/Deli... | Pick-Up/Delivery Charge of Boxes | 2 | 75.00 | 150.00T |
| | Total Investment | | | 4,725.00 |
| | This is an estimate - Actual image and document counts will be on final invoice | | | |
| | Sales Tax Exempt | | 0.00% | 0.00 |

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| | |
|--------------|--------------|
| Phone # | Fax # |
| 708-478-4100 | 708-478-4167 |

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to enter into an Intergovernmental Agreement with the County of DuPage for the Ailsworth Flood Mitigation Project.

RESOLUTION

BACKGROUND

Recently the City was informed by DuPage County that we were a recipient of the American Rescue Plan Act grant in the amount of \$70,000 for the Ailsworth Drainage Project. The project cost is estimated at \$140,000. The grant is specific to shovel ready projects that demonstrate flood protection and resilient measures.

As part of the arrangement, the City is required to enter into an Intergovernmental Agreement and is attached as [Exhibit A](#). As additional background please find the attached City Council approved agenda memo dated April 18, 2022 and labeled as [Attachment A](#). The City will be required to submit an engineering design plan to the County. The overall cost for the plans will be under \$5,000 and will be prepared by Christopher B. Burke Engineering LTD.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends the approval of a resolution authorizing the Mayor to enter into an intergovernmental agreement with the County of DuPage for the Ailsworth Drainage Project.

ALTERNATE CONSIDERATION

No alternate consideration.

DECISION MODE

This item will be placed on the July 18, 2022 City Council agenda for formal consideration.

AGENDA MEMO
City Council
April 18, 2022

ISSUE STATEMENT

A resolution authorizing Public Works Project FYE23-PW6 for the storm water improvements for the Ailsworth Drive Project in an amount not to exceed \$148,000.

RESOLUTION

BACKGROUND

During severe rain events, the 8600 block of Ailsworth Drive tends to hold up to 2.5 feet of storm water within the roadway and encroaches upon private property. While there has been no reports of private property structure damage, a residual amount of debris has deposited onto properties and Municipal Services has been engaged on the cleanup. The roadway flooding typically lasts from 15 to 45 minutes pending the rain event. An evaluation was completed by Christopher B. Burke Engineering for ponding concerns during intense rain events and is referred to as the Ailsworth Drive and Stewart Drive review, see attached memo labeled as Attachment A.

The storm sewer system drains over land from Farmingdale Unit 4 and Unit 2. The storm sewers lead to the intersection of Ailsworth and Stewart Drive. See Attachment B. From the intersection, a 27-inch storm sewer drains westerly through the side yard easement between 8642 and 8652 Ailsworth Dr., where it then makes its way to the detention facilities/ponds within the Village of Woodridge. The subdivision was built under DuPage County in 1977 and subsequently was annexed into the City of Darien.

Several alternatives were reviewed and are summarized within Attachment A. Upon field review, Staff and CBBEL determined that the optimal solution was Alternative 3. Alternative 3, would include the following scope of work:

Install a second 24 inch diameter storm sewer next to the existing 27 inch storm sewer from the street through the easement area

Purchase and installation of curb inlets and manholes

Removal and replacement of curb and gutter and sidewalk

Retaining Wall-Extent of work to be determined upon final grade

The proposed work would be completed by the Municipal Services Department and City Council FY22-23 awarded vendors. Several specialty items and services will be required and competitive quotes will be secured. Those items include custom concrete structures, concrete structure setting, and retaining wall material and installation services. All pricing for the project has been estimated through the attached cost summary. See Attachment C.

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

| ACCOUNT NUMBER | ACCOUNT DESCRIPTION | FY 22/23 BUDGET | PROPOSED EXPENDITURE | BALANCE |
|----------------|---------------------|-----------------|----------------------|---------|
|----------------|---------------------|-----------------|----------------------|---------|

| | | | | |
|------------|---------------------------------|------------|------------|----------|
| 25-35-4376 | CAPITAL STORM WATER PROJECTS | \$ 150,000 | \$ 148,000 | \$ 2,000 |
|------------|---------------------------------|------------|------------|----------|

COMMITTEE RECOMMENDATION

The municipal Services Committee recommends approval of a resolution authorizing Public Works Project FYE23-PW6 for the storm water improvements for the Ailsworth Drive Project in an amount not to exceed \$148,000.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 18, 2022, City Council agenda for formal approval.

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

November 8, 2021

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

Subject: Ailsworth Drive Drainage
(CBBEL Project No. 950323.H236)

Dear Dan:

As requested, we have evaluated the street ponding which occurs during heavy rain at the intersection of Ailsworth Drive and Stewert Drive. As you know, this area is located in the Farmingdale Village Unit 4 subdivision which was recorded in 1977. The storm sewer system drains land from most of Unit 4 as well as land from Unit 2. The storm sewers and overland flow routes lead to the intersection of Ailsworth and Stewert Drives, and during severe downpours, the intersection will flood to unacceptable depths. From the intersection, a 27 inch storm sewer drain westerly through the side yard between 8642 and 8652 Ailsworth, where it then makes its way to ponds in Woodridge. We have evaluated multiple options to help alleviate the flooding conditions.

First, we have considered grading an overland flow swale in the side yards between 8642 and 8652 Ailsworth. In this location, there is an existing 10 foot wide Public Utility and Drainage Easement, which the storm sewer is also in. Currently, the ground elevation in the side yard is approximately 2.5 to 3 feet higher than the flow line of the gutters in the street. During severe high intensity rainfall, water inundates the intersection until it can drain down through the storm sewer system. By lowering the overflow route within the easement to no higher than the top of curb within the right of way, the depth of ponding in the street could be reduced. Although the frequency of inundation would not change, the depth of flooding would be reduced to approximately one foot or less. Because there is only a 10 foot wide easement, it will be necessary to install retaining walls along both sides of the swale. It is anticipated that the maximum wall height would be no more than three feet. Our preliminary opinion of probable cost for final engineering design and construction of this alternative is \$30,000 to \$35,000.

Second, we have considered an option to install a second storm sewer from the street to the rear yard stormwater area. This is a length of approximately 180 feet and located within the same 10 wide Public Utility and Drainage Easement as referenced above. We have calculated

that a 24 inch diameter storm sewer would carry the necessary flow to eliminate street inundation up to a 100 year rainfall intensity. The existing storm sewer in the easement is 27 inch diameter, and it is anticipated that the additional storm sewer can be installed along side the existing sewer within the easement. Additional curb inlets and manholes would be necessary as well. Our preliminary opinion of probable cost for final engineering and construction of this alternative is \$100,000 to \$110,000. It is important to note that the outlot to which this sewer will extend to is outside the City of Darien and it will be necessary to coordinate with the Village of Woodridge, and possible the private property owner, to complete this project.

The third alternative would be a combination of the first two. With an overland flow route, a smaller storm sewer may be considered for a more economical alternative. The lowered overflow route would reduce the depth of flooding, and the additional storm sewer would reduce the frequency of inundation, and also increase the drain-down time when there is flooding. Under this scenario, an 18 inch storm sewer would be installed along side of the 27 inch storm sewer, and the overflow route as described in the first option would also be installed. Our preliminary opinion of probable cost for final engineering and construction is \$110,000 to \$120,000. As with the second option, it will be necessary to coordinate with Woodridge for work on the outlot.

If you have any questions, please feel free to contact me.

Sincerely,



Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

| JOB LOCATION | 8642-8652 AILSWORTH DRIVE | | | | | | | |
|--|---------------------------|----------|-------------|-----------------|---------------|--------------|------------|----------------|
| | DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL COST | ACTUAL UNITS | FINAL COST | AWARDED VENDOR |
| 12-INCH PIPE SDR26 | | | LINEAL FT | \$ 32.15 | \$ - | - | \$ - | |
| 16-INCH PIPE SDR26 | 0 | | LINEAL FT | \$ 61.20 | \$ - | - | \$ - | |
| CMP | | | | | | | | |
| 12-INCH CULVERT METAL PIPE | 0 | | LINEAL FT | \$ 19.90 | \$ - | - | \$ - | |
| 15-INCH CULVERT METAL PIPE | 0 | | LINEAL FT | \$ 26.20 | \$ - | - | \$ - | |
| 18-INCH CULVERT METAL PIPE | 0 | | LINEAL FT | \$ 33.25 | \$ - | - | \$ - | |
| 24-INCH CULVERT METAL PIPE | 180 | | LINEAL FT | \$ 43.20 | \$ 7,776.00 | - | \$ - | |
| 42-INCH CULVERT METAL PIPE | 0 | | LINEAL FT | \$ 95.85 | \$ - | - | \$ - | |
| 12-INCH BAND CMP | 0 | | EACH | \$ 42.00 | \$ - | - | \$ - | |
| 15-INCH BAND CMP | 0 | | EACH | \$ 48.00 | \$ - | - | \$ - | |
| 18-INCH BAND CMP | 0 | | EACH | \$ 59.00 | \$ - | - | \$ - | |
| 24-INCH BAND CMP | 0 | | EACH | \$ 75.00 | \$ - | - | \$ - | |
| 42-INCH BAND CMP | 0 | | EACH | \$ 168.00 | \$ - | - | \$ - | |
| 12-INCH FES | 0 | | EACH | \$ 103.00 | \$ - | - | \$ - | |
| 15-INCH FES | 0 | | EACH | \$ 142.00 | \$ - | - | \$ - | |
| 18-INCH FES | 0 | | EACH | \$ 192.00 | \$ - | - | \$ - | |
| HDPE | | | | | | | | |
| 4-INCH HDPE PIPE WITH SOCK N12 | 0 | | LINEAL FT | \$ 2.01 | \$ - | - | \$ - | |
| 6-INCH HDPE PIPE WITH SOCK N12 | 250 | | LINEAL FT | \$ 5.08 | \$ 1,270.00 | - | \$ - | |
| 12-INCH HDPE PIPE WITH SOCK N12 | 0 | | LINEAL FT | \$ 9.49 | \$ - | - | \$ - | |
| 12-INCH HDPE | 0 | | LINEAL FT | \$ 8.65 | \$ - | - | \$ - | |
| 15-INCH HDPE | 0 | | LINEAL FT | \$ 12.03 | \$ - | - | \$ - | |
| 18-INCH HDPE | 0 | | LINEAL FT | \$ 16.54 | \$ - | - | \$ - | |
| 24-INCH HDPE | 0 | | LINEAL FT | \$ 28.61 | \$ - | - | \$ - | |
| 24-INCH HDPE | 0 | | LINEAL FT | \$ 50.81 | \$ - | - | \$ - | |
| 12-INCH BAND HDPE | 0 | | EACH | \$ 15.00 | \$ - | - | \$ - | |
| 15-INCH BAND HDPE | 0 | | EACH | \$ 25.00 | \$ - | - | \$ - | |
| 24-INCH BAND HDPE | 0 | | EACH | \$ 60.00 | \$ - | - | \$ - | |
| 12-INCH HDPE FES | 0 | | EACH | \$ 237.00 | \$ - | - | \$ - | |
| 15-INCH HDPE FES | 0 | | EACH | \$ 237.00 | \$ - | - | \$ - | |
| GARDEN INLETS | | | | | | | | |
| 12x12 GARDEN INLETS 2 HOLES | | | EACH | \$ 32.00 | \$ - | - | \$ - | |
| 12x12 GARDEN INLETS 2 HOLES | 0 | | EACH | \$ 50.00 | \$ - | - | \$ - | |
| CONNECTORS 4-INCH | 0 | | EACH | \$ 3.50 | \$ - | - | \$ - | |
| CONNECTORS 6-INCH | 0 | | EACH | \$ 7.50 | \$ - | - | \$ - | |
| GARDEN INLET AVERAGE COST | 0 | | | \$ 93.00 | \$ - | - | \$ - | |
| IRON STRUCTURES | | | | | | | | |
| BEEHIVE GRATE EAST JORDAN 6527 | 1 | | EACH | \$ 183.37 | \$ 183.37 | - | \$ - | |
| EJ 7000 WITH M112 CURB FRAME ROLL TYPE NAPERVILLE STYLE | 2 | | EACH | \$ 429.00 | \$ 858.00 | - | \$ - | |
| MANHOLE STRUCTURES CUSTOM | 1 | | EACH | \$ 10,000.00 | \$ 10,000.00 | - | \$ - | |
| CONCRETE STRUCTURES | | | | | | | | |
| 2 X 18 INLET | 0 | | EACH | \$ 105.00 | \$ - | - | \$ - | |
| 2 X 24 INLET | 0 | | EACH | \$ 105.00 | \$ - | - | \$ - | |
| 2 X 30 INLET | 2 | | EACH | \$ 125.00 | \$ 250.00 | - | \$ - | |
| 2 X 36 INLET | 0 | | EACH | \$ 150.00 | \$ - | - | \$ - | |
| RINGS | 5 | | EACH | \$ 23.00 | \$ 115.00 | - | \$ - | |
| CONCRETE FLATWORK | | | | | | | | |
| CURB AND GUTTER | 100 | | LINEAL FT | \$ 23.00 | \$ 2,300.00 | - | \$ - | |
| SIDEWALK | 150 | | SQ FT | \$ 6.60 | \$ 990.00 | - | \$ - | |
| APRONS | | | | | \$ - | | | |
| APRONS | 0 | | SQ FT | \$ 6.90 | \$ - | - | \$ - | |
| TOTAL LENGTH (FT): | 0 | | | | | | \$ - | |
| WIDTH (FT): | 0 | | | | | | \$ - | |
| AREA (SY): | 0 | | | | | | \$ - | |
| SEALER | 0 | | SQ FT | \$ 4.50 | \$ 450.00 | - | \$ - | |
| ASPHALT | | | | | | | | |
| BITUMINOUS APRON/STREET CROSSING-SURFACE | 222 | | SQ YD | \$ 47.00 | \$ 10,434.00 | - | \$ - | |
| TOTAL LENGTH (FT): | 100 | | | | | | \$ - | |
| WIDTH (FT): | 20 | | | | | | \$ - | |
| AREA (SY): | 222 | | | | | | \$ - | |
| TOP SOIL-MATERIAL | 47 | | CUBIC YARD | \$ 16.00 | \$ 752.00 | - | \$ - | |
| TOTAL LENGTH (FT): | 160 | | | | | | \$ - | |
| WIDTH (FT): | 25 | | | | | | \$ - | |
| AREA (CY): | 47 | | | | | | \$ - | |
| TOP SOIL-INSTALLED | 47 | | CUBIC YARD | \$ 35.00 | \$ 1,645.00 | - | \$ - | |
| TOTAL LENGTH (FT): | 160 | | | | | | \$ - | |
| WIDTH (FT): | 25 | | | | | | \$ - | |
| AREA (CY): | 47 | | | | | | \$ - | |
| SOD-INSTALLED | 444 | | SQUARE YARD | \$ 9.50 | \$ 4,218.00 | - | \$ - | |
| TOTAL LENGTH (FT): | 160 | | | | | | \$ - | |
| WIDTH (FT): | 25 | | | | | | \$ - | |
| AREA (SF): | 4000 | | | | | | \$ - | |
| STONE GRADE 8-CA-6 | 37.26 | | TON | \$ 15.50 | \$ 577.53 | - | \$ - | |
| TOTAL LENGTH (FT): | 160 | | | | | | \$ - | |
| WIDTH (FT): | 2 | | | | | | \$ - | |
| AREA (SY): | 36 | | | | | | \$ - | |
| STONE GRADE CA-7 | 51.175 | | TON | \$ 20.65 | \$ 1,056.76 | - | \$ - | |
| TOTAL LENGTH (FT): | 160 | | | | | | \$ - | |
| WIDTH (FT): | 5 | | | | | | \$ - | |
| AREA (SY): | 89 | | | | | | \$ - | |
| ANALYTICAL TESTING | 1 | | LUMP SUM | \$ 20.00 | \$ 20.00 | - | \$ - | |
| DUMP FEES | 47 | | PER SITE | \$ 82.00 | \$ 3,854.00 | - | \$ - | |
| TOTAL LENGTH (FT): | 170 | | | | | | \$ - | |
| WIDTH (FT): | 25 | | | | | | \$ - | |
| AREA (CY): | 472 | | | | | | \$ - | |
| DUMP FEES-SOD CONTAMINATED SPOILS | 0 | | PER LOAD | \$ 200.00 | \$ - | - | \$ - | |
| TOTAL LENGTH (FT): | 0 | | | | | | \$ - | |
| WIDTH (FT): | 0 | | | | | | \$ - | |
| AREA (CY): | 0 | | | | | | \$ - | |
| TRUCKING | 47 | | PER LOAD | \$ 100.00 | \$ 4,700.00 | - | \$ - | |
| TREE REMOVAL | - | | LUMP SUM | \$ 7,500.00 | \$ - | - | \$ - | |
| TRAFFIC CONTROL | 0 | | LUMP SUM | \$ 20,000.00 | \$ - | - | \$ - | |
| SUB-TOTAL COST | | | | | \$ 51,449.66 | - | \$ - | |
| MISC-BRICK/ ADJ RINGS,MORTAR,MASTIC, WATER QUALITY STORM SEWER EPA REG | \$ 2,572.48 | | EACH | 10% of Subtotal | \$ 2,572.48 | - | \$ - | |
| SUB-TOTAL COST | | | | | \$ 54,022.14 | - | \$ - | |
| EXCAVATION-GRADING | 24.00 | | PER HR | \$ 500.00 | \$ 12,000.00 | - | \$ - | |
| REMOVAL | | | | | | | | |
| 4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE | - | | LINEAL FOOT | \$ 20.00 | \$ - | - | \$ - | |
| 6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE | - | | LINEAL FOOT | \$ 20.00 | \$ - | - | \$ - | |
| 12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE | - | | LINEAL FOOT | \$ 20.00 | \$ - | - | \$ - | |
| STRUCTURE REMOVAL | 2.00 | | EACH | \$ 100.00 | \$ 200.00 | - | \$ - | |
| 4-INCH CORRUGATED PIPE-INSTALLATION | - | | LINEAL FOOT | \$ 10.00 | \$ - | - | \$ - | |
| 6-INCH CORRUGATED PIPE-INSTALLATION | - | | LINEAL FOOT | \$ 10.00 | \$ - | - | \$ - | |
| 12-INCH PIPE-INSTALLATION | 170.00 | | LINEAL FOOT | \$ 65.00 | \$ 11,050.00 | - | \$ - | |
| 24-INCH | | | | | | | | |
| CONTRACT STRUCTURE INSTALL | - | | EACH | \$ 400.00 | \$ - | - | \$ - | |
| INSTALL 12X12 INLET BOXES | - | | EACH | \$ 100.00 | \$ - | - | \$ - | |
| FLARED END SECTIONS | - | | EACH | \$ 500.00 | \$ - | - | \$ - | |
| LAYOUT | 8.00 | | HOURLY | \$ 500.00 | \$ 4,000.00 | - | \$ - | |
| RETAINING WALL | 1.00 | | LUMP SUM | \$ 60,000.00 | \$ 60,000.00 | - | \$ - | |
| OUTSOURCE COST | | | | | \$ 87,250.00 | - | \$ - | |
| SUB TOTAL COST | | | | | \$ 141,272.14 | - | \$ - | |
| CONTINGENCY | 5% | | LUMP SUM | 5.00% | \$ 7,063.61 | - | \$ - | |
| TOTAL COST | | | | | \$ 148,335.75 | - | \$ - | |

RESOLUTION NO. R-40-22

A RESOLUTION AUTHORIZING PUBLIC WORKS PROJECT FYE23-PW6 FOR THE STORM WATER IMPROVEMENTS FOR THE AILSWORTH DRIVE PROJECT IN AN AMOUNT NOT TO EXCEED \$148,000

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to approve the Public Works Project FYE23-PW6 for the storm water improvements for the Ailsworth Drive project in an amount not to exceed \$148,000.

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 18th day of April, 2022.

AYES: 6 - Belczak, Chlystek Gustafson, Kenny, Schauer, Sullivan

NAYS: 0 - NONE

ABSENT: 1 - Vaughan

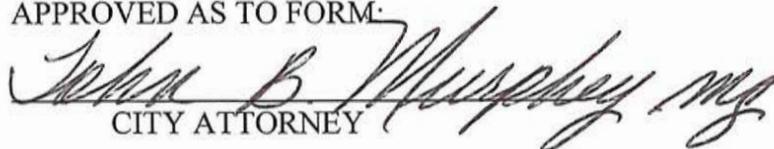
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 18th day of April, 2022.


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

I do further certify that the foregoing constitutes a full, true and correct copy of RESOLUTION NO. R-40-22 — “*A RESOLUTION AUTHORIZING PUBLIC WORKS PROJECT FYE23-PW6 FOR THE STORM WATER IMPROVEMENTS FOR THE AILSWORTH DRIVE PROJECT IN AN AMOUNT NOT TO EXCEED \$148,000*” of the City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on April 18, 2022.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 18th day of April, 2022.



JoAnne E. Ragona

City Clerk

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN
INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR
THE AILSWORTH FLOOD MITIGATION PROJECT**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute an Intergovernmental Agreement with the County of DuPage for the Ailsworth Flood Mitigation Project, a copy of which is attached hereto as “[Exhibit A](#),” and is incorporated herein.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 18th day of July 2022.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS**, this 18th day of July 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE CITY OF DARIEN FOR THE AILSWORTH FLOOD MITIGATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 9th day of August 2022 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the CITY OF DARIEN, a body politic and corporate, with offices at 1702 Plainfield Road, Darien, IL 60561 (hereinafter referred to as the CITY).

R E C I T A L S

WHEREAS, the CITY and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff as an integral part of the proper management of storm and flood waters; and

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board has approved a municipal cost share program, and a portion of the funds dedicated to

Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the Stormwater Management Department on behalf of the COUNTY has developed and implemented a competitive grant program available to all municipalities in DuPage County;

WHEREAS, the CITY has submitted an application under this grant program for the “AILS WORTH FLOOD MITIGATION PROJECT” that meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the CITY have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and;

WHEREAS, the CITY has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S American Rescue Plan Act in an amount not to exceed seventy thousand dollars (\$70,000); and

WHEREAS, the CITY shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

WHEREAS, the CITY shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT will add a second storm sewer and overland flow route within the Ailsworth Drive right-of-way and public utility drainage easement.
- 2.2 The PROJECT shall be a Design Build Project to be constructed through City Forces and selective outsourcing. Attached is the City Council approved agenda memo dated April 18, 2022, with a cost estimate summary. The project shall be maintained and monitored by the CITY

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be one hundred forty thousand dollars (\$140,000). The COUNTY’s maximum reimbursement amount is \$70,000 or 50% of the project cost, whichever is less. The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

| | | |
|------------------|--------|-----------|
| CITY OF DARIEN | 50% | \$70,000 |
| COUNTY OF DUPAGE | 50% | \$70,000 |
| TOTAL | 100.0% | \$140,000 |

- 3.2 The CITY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the CITY and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the CITY to undertake this PROJECT if the CITY in its sole discretion determines that it is no longer in the CITY’s best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by October 31, 2024, the CITY shall promptly reimburse the COUNTY any monies paid by the COUNTY to the CITY pursuant to this AGREEMENT. The CITY’s right to retain the COUNTY’S reimbursement of PROJECT costs is expressly conditioned upon the CITY’S timely and satisfactory completion of the PROJECT.
- 3.4 The CITY may only seek COUNTY reimbursement for allowable PROJECT construction expenses incurred on, or before, October 31, 2024. Allowable PROJECT expenses incurred and paid by the CITY in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT, but does not include construction management, bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the CITY’S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

3.3 As this Agreement utilizes ARPA funds, the CITY is aware that time is of the essence in notifications as to whether the CITY will proceed with this project to substantial completion not later than October 31, 2024. If the CITY fails to communicate that the CITY is not proceeding with this project or if the CITY fails to substantially complete this project by October 31, 2024, the COUNTY may recoup any expended funds and withhold any unexpended funds to be used for other permissible purposes in advance of the December 31, 2026 federal recapture deadline.

4.0 CITY'S RESPONSIBILITIES.

- 4.1 The CITY shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The CITY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The CITY shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The CITY shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The CITY shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The CITY shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The CITY shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The CITY may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The CITY shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than fifty percent (50%) of total incurred PROJECT construction costs up to the limits as established in Paragraph 3.1. The invoice shall show the quantities, cost per item, date of work incurred, proof of payment (copy of check), final waivers from the primary contractor, and a brief summary of work completed on the PROJECT.

- 4.9 The CITY shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the CITY in the amounts herein agreed upon, nor shall this provision affect the CITY'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The CITY shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the CITY reasonable advanced notice of when the COUNTY requires such access.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The CITY and CITY'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The CITY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the CITY shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the CITY beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S ARPA funding.
- 4.12 The CITY must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations).

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT plans and specifications, prior to the CITYs advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S ARPA Grant. The COUNTY shall promptly provide the CITY with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.

- 5.2 The COUNTY shall cost share in the PROJECT as follows:
- 5.2.1 The COUNTY shall reimburse the CITY for approved costs associated with the PROJECT at a fixed proportion of fifty percent (50%) of the PROJECT costs, or a maximum of \$70,000 which have been incurred and paid for by the CITY, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed seventy thousand dollars (\$70,000).
 - 5.2.3 In the event PROJECT costs total less than one hundred forty thousand dollars (\$140,000), the COUNTY'S total reimbursement amount shall be not more than (50%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the CITY.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after December 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
 - 5.2.5 The COUNTY shall not reimburse for any work completed before entering into the IGA, nor shall pay for any work completed after October 31, 2024.
 - 5.2.6 The COUNTY shall not reimburse for any work completed for invoices received after December 30, 2024.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.
- 5.4 The COUNTY does not, and shall not warrant, and makes no representations that the project meets all the qualifications and requirements for the expenditure of ARPA funds.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The CITY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

- 6.2 The CITY understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The CITY agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The CITY shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S performance under this AGREEMENT to the fullest extent the CITY is so authorized under the law; provided, however, that the CITY shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The CITY shall specifically indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The CITY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the CITY and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the CITY shall require that its consultants and contractors indemnify, defend and hold harmless the CITY and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.4 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth

above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the CITY or its consultants, contractors or agents. The CITY'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - 9.1.1 December 30, 2024, or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the CITY and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings, either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

Director of Municipal
Services
Daniel Gombac
City of Darien
1702 Plainfield Road
Darien, IL 60561

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise

operate, as a waiver of any future breach of this AGREEMENT. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

CITY OF DARIEN

Daniel Cronin,
Chairman

Joseph Marchese,
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Joanne Ragona,
City Clerk

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

Staff requests approval for the expenditure of budgeted funds, line item 01-40-4325 Consulting/Professional Services for a one-year law enforcement policy manual update subscription from Lexipol, LLC in the amount of \$9,383.42.

BACKUP

BACKGROUND/HISTORY

This is the 13th year the Darien Police Department has subscribed with Lexipol, LLC to create a web based comprehensive police department policy manual. Lexipol, LLC is highly recommended by our insurance carrier IRMA for their training and risk management policies.

The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, staff recommends that the City approve the expenditure of budgeted funds from line item 01-40-4325 Consulting/Professional Services, the budgeted amount is \$8,800, for the annual payment to Lexipol, LLC in the amount of \$9,383.42.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the July 18, 2022, City Council Agenda for formal Council approval.



POLICE1) CORRECTIONS1)

FIRE/RESCUE1) EMS1) GOV1)

MEMO

Invoice

Date 6/17/2022
 Invoice # INVLEX10744
 Terms Net 30
 Due Date 7/17/2022
 PO #

NOTICE: WE HAVE A NEW MAILING ADDRESS.

Please change the address and remit payment to: 2611 Internet Blvd. Suite 100, Frisco, TX
 75034-9085

Bill To

Darien Police Department
 1710 Plainfield Rd
 Darien, IL 60561

End User

4414 Darien Police Department

Contract Term

7/1/2022 to 6/30/2023

| Item | Amount |
|---|----------|
| Annual Law Enforcement Policy Manual & Daily Training Bulletins | 9,383.42 |

Your invoice includes a 5 percent discount.

Invoice Total 9,383.42
Amount Due \$9,383.42

Contact Information:
 Phone: 844-312-9500
 Email: receivables@lexipol.com

ACH Payments to:
 Lexipol LLC
 Routing# 031207607
 Account# 8026454197
 PNC Bank, N.A.
 2 Tower Center Blvd
 East Brunswick, NJ 08816
 Payment Notice to

Please Make Checks Payable to:
 Lexipol LLC
 2611 Internet Blvd, Suite 100
 Frisco, Tx 75034-9085

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the following Private Property Rear Yard Storm Water Management Assistance Projects-(**Round 2**) for an additional amount not to exceed \$119,525-City Cost Sharing Portion \$62,500:

1. **Project FYE23-C** – 924, 936 67th St and 914, 918, 922 Windmere Ct. in an amount not to exceed \$12,219, (City Cost \$8,414 Resident Reimbursement \$3,805)
2. **Project FYE23-G** – 7310-7314 Exner Rd. and 7313 Summit Rd. in an amount not to exceed \$19,920, (City Cost \$14,190 Resident Reimbursement \$5,730)
3. **Project FYE23-J** - 3397-3457 Drover Ln. and 3396-3420 Gilbert Ct. in an amount not to exceed \$15,234, (City Cost \$10,675 Resident Reimbursement \$4,559)
4. **Project FYE23-L** – 8501-03-05-07-09-11-13 Hemlock Ln. in an amount not to exceed \$44,848, (City cost \$25,229 Resident Reimbursement \$19,619)
5. **Project FYE23-M** – 610 71st St. in an amount not to exceed \$13,419, (City Cost \$9,313 Resident Reimbursement \$4,106)
6. **Project FYE23-Q** – 7529-33 Comstock Ln and 7530-34 Nantucket Dr. in an amount not to exceed \$11,803, (City Cost \$8,103 Resident Reimbursement \$3,700)
7. **Project FYE23-S** - 7217,7221,7225,7229 Emerson Dr. and 7218,7222,7226,7230 Whittier Dr. in an amount not to exceed \$14,223, (City Cost \$9,917 Resident Reimbursement \$4,306)
8. **Project FYE23-Y** – 1813 71st St. in an amount not to exceed \$4,823, (City Cost \$3,823 Resident Reimbursement \$1,000)
9. **Project FYE23-CC** - 7718-22-26-30-34 Stevens St. and 7725-29-33 Williams St. in an amount not to exceed \$23,906, (City Cost \$12,664 Resident Reimbursement \$11,242)
10. **Project FYE23-ii** – 8404 & 8418 Dawn Ln. in an amount not to exceed \$7,492, (City Cost \$2,995 Resident Reimbursement \$4,497)
11. **Project FYE-23-KK** - 2449-2501-2509 Green Valley Rd. and 7840 Wakefield Dr. in an amount not to exceed \$19,938, (City Cost \$14,203 Resident Reimbursement \$5,734)

For further cost breakdowns, see attached spreadsheet labeled as [Attachment A](#). (Please note the amounts above have been rounded to the nearest dollar.)

BACKGROUND

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

The scope of the projects consist of the following work:

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

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

| Account Number | Account Description | FY 22-23 Budget City Portion | Proposed Expenditure City Portion | Proposed Balance City Portion | Resident Reimbursement |
|-----------------------|------------------------------|-------------------------------------|--|--------------------------------------|-------------------------------|
| 01-30-4374 | Drainage Assistance Projects | \$73,000 | \$135,500 | (\$62,500) | \$78,250 |

COMMITTEE RECOMMENDATION

Director Gombac informed the Municipal Services Committee it is estimated there will be a shortfall of approximately \$15,000 for the City Share for the projects presented. Further presented was to complete the above-mentioned inventory thus resulting in a \$62,500 shortfall.

The Municipal Services Committee discussed the item and provided a recommendation to approve a resolution for the additional City Cost Share Funding in an amount not to exceed \$62,500 for Projects 1-11.

ALTERNATE CONSIDERATION

As directed by City Council

DECISION MODE

This item will be placed on the July 18, 2022, City Council agenda, under New Business, for formal approval.



| Project/Name | Street Addresses | Project Cost Actual | Project Cost- Estimate | Actual City Cost | City Cost Share | City Contribution | Actual Resident | Resident Cost Share | Resident | EASEMENT | Total Resident |
|---------------|--|---------------------|---------------------------|---------------------|-------------------------------------|-------------------------|--------------------|---|---------------------------|--|---------------------------|
| | | | | | Council Approval Round 2-July 18 | Estimated and Actual | Reimbursement | Funds on File Council & Approval Round 2- July 18 | Reimbursement Estimate | REQUIRED NON PARTICIPATING FUNDING | Reimbursement Estimate |
| FYE23-A | 8422 Carriage Green Dr | \$ 11,642.60 | \$ 12,620.57 | \$ 7,981.95 | | \$ 7,981.95 | \$ 3,660.65 | | \$ 3,660.65 | \$ 750.00 | \$ 4,410.65 |
| FYE23-C | 924,936 67th St 914,918,922 Windmere Ct | | \$ 12,218.51 | | \$ 8,413.87 | \$ 8,413.87 | \$ - | \$ 3,804.64 | \$ 3,804.64 | \$ - | \$ 3,804.64 |
| FYE23-E | 1501,1505 Norman Dr | \$ 10,743.04 | \$ 15,165.49 | \$ 7,307.28 | | \$ 7,307.28 | \$ 3,435.76 | \$ 4,541.40 | \$ 4,541.40 | \$ - | \$ 4,541.40 |
| FYE23-G | 7310,7314 Exner Rd 7313,7317 Summit Rd | | \$ 19,920.44 | | \$ 14,190.34 | \$ 14,190.34 | \$ - | \$ 5,730.10 | \$ 5,730.10 | \$ - | \$ 5,730.10 |
| FYE23-J | 3397-3457 Drover Ln 3396-3420 Gilbert | | \$ 15,233.64 | | \$ 10,674.95 | \$ 10,674.95 | \$ - | | \$ 4,558.69 | \$ - | \$ 4,558.69 |
| FYE23-L | 8507,8511,8513 Hemlock Ln | | \$ 44,847.79 | | \$ 25,228.69 | \$ 25,228.69 | \$ - | \$ 19,619.10 | \$ 19,619.10 | \$ - | \$ 19,619.10 |
| FYE23-M | 610 71st St | | \$ 13,418.79 | | \$ 9,313.46 | \$ 9,313.46 | \$ - | \$ 4,105.33 | \$ 4,105.33 | \$ - | \$ 4,105.33 |
| FYE23-Q | 7529-7533 Comstock Ln 7530-7534 Nantucket Dr | | \$ 11,803.45 | | \$ 8,102.57 | \$ 8,102.57 | \$ - | \$ 3,700.88 | \$ 3,700.88 | \$ - | \$ 3,700.88 |
| FYE23-S | 7217,7221,7225,7229 Emerson Dr 7218,7222,7226,7230 Whittier Dr | | \$ 14,222.58 | | \$ 9,916.90 | \$ 9,916.90 | \$ - | | \$ 4,305.68 | \$ - | \$ 4,305.68 |
| FYE23-Y | 1813 71st St | | \$ 4,822.74 | | \$ 3,822.74 | \$ 3,822.74 | \$ - | \$ 1,000.00 | \$ 1,000.00 | | \$ 1,000.00 |
| FYE23-CC | 7718-22-26-30-34 Stevens St 7725-29-33 Williams St | | \$ 23,905.94 | | \$ 12,663.54 | \$ 12,663.54 | \$ - | | \$ 11,242.40 | | \$ 11,242.40 |
| FYE23-ii | 8408-18 Dawn Ln | | \$ 7,492.03 | | \$ 2,995.22 | \$ 2,995.22 | \$ - | \$ 4,496.81 | \$ 4,496.81 | | \$ 4,496.81 |
| FYE-23-KK | 2449-2501-2509 Green Valley Rd 7840 Wakefield Dr | | \$ 19,937.67 | | \$ 14,203.27 | \$ 14,203.27 | \$ - | | \$ 5,734.40 | | \$ 5,734.40 |
| FYE23-SS | 1205 Willow Ln | \$ 1,685.00 | \$ 1,685.00 | \$ - | | \$ 685.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 1,000.00 | \$ - | \$ 1,000.00 |
| TOTALS | | \$ 24,070.64 | \$ 217,294.64 | \$ 15,289.23 | \$ 119,525.55 | \$ 135,499.78 | \$ 8,096.41 | \$ 47,998.26 | \$ 77,500.08 | \$ 750.00 | \$ 78,250.08 |

| | |
|--|-----------------------|
| TOTAL ACTUAL AND ESTIMATED COST TO DATE | \$ 135,499.78 |
| FY-22-23 BUDGET | \$ 73,000.00 |
| SHORTFALL | \$ (62,499.78) |

| Account Number | Account Description | FY 22-23 Budget City Portion | Proposed Expenditure City Portion | Proposed Balance Shortfall City Portion | Resident Reimbursement |
|----------------|------------------------------|------------------------------|-----------------------------------|---|------------------------|
| 1/30/4374 | Drainage Assistance Projects | \$73,000 | \$ 135,499.78 | \$ (62,499.78) | \$ 78,250.08 |

- city council approved - invoiced
- needs city council approval - invoiced
- sent letters - not invoiced -
- Final Cost/Project Completed

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE FOLLOWING PRIVATE PROPERTY
REAR YARD STORM WATER MANAGEMENT ASSISTANCE
PROJECTS-(ROUND 2) FOR AN ADDITIONAL AMOUNT
NOT TO EXCEED \$119,525-CITY COST SHARING PORTION \$62,500**

1. **Project FYE23-C** – 924, 936 67th St and 914, 918, 922 Windmere Ct. in an amount not to exceed \$12,219, (City Cost \$8,414 Resident Reimbursement \$3,805)
2. **Project FYE23-G** – 7310-7314 Exner Rd. and 7313 Summit Rd. in an amount not to exceed \$19,920, (City Cost \$14,190 Resident Reimbursement \$5,730)
3. **Project FYE23-J** - 3397-3457 Drover Ln. and 3396-3420 Gilbert Ct. in an amount not to exceed \$15,234, (City Cost \$10,675 Resident Reimbursement \$4,559)
4. **Project FYE23-L** – 8501-03-05-07-09-11-13 Hemlock Ln. in an amount not to exceed \$44,848, (City cost \$25,229 Resident Reimbursement \$19,619)
5. **Project FYE23-M** – 610 71st St. in an amount not to exceed \$13,419, (City Cost \$9,313 Resident Reimbursement \$4,106)
6. **Project FYE23-Q** – 7529-33 Comstock Ln and 7530-34 Nantucket Dr. in an amount not to exceed \$11,803, (City Cost \$8,103 Resident Reimbursement \$3,700)
7. **Project FYE23-S** - 7217,7221,7225,7229 Emerson Dr. and 7218,7222,7226,7230 Whittier Dr. in an amount not to exceed \$14,223, (City Cost \$9,917 Resident Reimbursement \$4,306)
8. **Project FYE23-Y** – 1813 71st St. in an amount not to exceed \$4,823, (City Cost \$3,823 Resident Reimbursement \$1,000)
9. **Project FYE23-CC** - 7718-22-26-30-34 Stevens St. and 7725-29-33 Williams St. in an amount not to exceed \$23,906, (City Cost \$12,664 Resident Reimbursement \$11,242)
10. **Project FYE23-ii** – 8404 & 8418 Dawn Ln. in an amount not to exceed \$7,492, (City Cost \$2,995 Resident Reimbursement \$4,497)
11. **Project FYE-23-KK** - 2449-2501-2509 Green Valley Rd. and 7840 Wakefield Dr. in an amount not to exceed \$19,938, (City Cost \$14,203 Resident Reimbursement \$5,734)

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to approve the following Private Property Rear Yard Storm Water Management

RESOLUTION NO. _____

Assistance Projects-(Round 2) for an additional amount not to exceed \$119,525-City Cost Sharing Portion \$62,500; Projects: 1. Project FYE23-C – 924, 936 67th St and 914, 918, 922 Windmere Ct. in an amount not to exceed \$12,219, (City Cost \$8,414 Resident Reimbursement \$3,805), 2. Project FYE23-G – 7310-7314 Exner Rd. and 7313 Summit Rd. in an amount not to exceed \$19,920, (City Cost \$14,190 Resident Reimbursement \$5,730), 3. Project FYE23-J - 3397-3457 Drover Ln. and 3396-3420 Gilbert Ct. in an amount not to exceed \$15,234, (City Cost \$10,675 Resident Reimbursement \$4,559), 4. Project FYE23-L – 8501-03-05-07-09-11-13 Hemlock Ln. in an amount not to exceed \$44,848, (City cost \$25,229 Resident Reimbursement \$19,619), 5. Project FYE23-M – 610 71st St. in an amount not to exceed \$13,419, (City Cost \$9,313 Resident Reimbursement \$4,106), 6. Project FYE23-Q – 7529-33 Comstock Ln and 7530-34 Nantucket Dr. in an amount not to exceed \$11,803, (City Cost \$8,103 Resident Reimbursement \$3,700), 7. Project FYE23-S - 7217,7221,7225,7229 Emerson Dr. and 7218,7222,7226,7230 Whittier Dr. in an amount not to exceed \$14,223, (City Cost \$9,917 Resident Reimbursement \$4,306), 8. Project FYE23-Y – 1813 71st St. in an amount not to exceed \$4,823, (City Cost \$3,823 Resident Reimbursement \$1,000), 9. Project FYE23-CC - 7718-22-26-30-34 Stevens St. and 7725-29-33 Williams St. in an amount not to exceed \$23,906, (City Cost \$12,664 Resident Reimbursement \$11,242), 10. Project FYE23-ii – 8404 & 8418 Dawn Ln. in an amount not to exceed \$7,492, (City Cost \$2,995 Resident Reimbursement \$4,497), 11. Project FYE-23-KK - 2449-2501-2509 Green Valley Rd. and 7840 Wakefield Dr. in an amount not to exceed \$19,938, (City Cost \$14,203 Resident Reimbursement \$5,734).

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 18th day of July 2022.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 18th day of July 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
July 18, 2022

ISSUE STATEMENT

A motion authorizing an extension of the 2022 Roadside Ditch Maintenance Projects for the block of 6925-7001 High Road in an amount not to exceed \$153,000.

BACKGROUND

The completion of the High Road Roadside Ditch Maintenance Projects in 2011 included the removal and replacement of culverts, removal and installation of inlets as required, ditch regrading, and bank stabilization and preparation for landscape restoration.

During the last couple of years, Staff has monitored a mid-block quadrant, between 6925-7001 High Road, for ongoing erosion, saturation and ponding. The area is an open ditch and Staff has determined the following:

Rutting and erosion due to the strong flow of storm water from the upstream piped system
Ongoing sump pump discharge-ongoing saturation and ponding concerns

Due to the conditions above, the ditches are difficult to maintain and the section is deteriorating. During our field review, Staff recommends to enclose the ditch with pipe and storm sewer structures to resolve the ongoing issues.

Staff is requesting consideration to add the proposed scope of work to the current Roadside Ditch Maintenance Project that is currently underway, adjacent to this area. The scope of work includes culvert removal, pipe installation, grading and restoration of hardscaping and landscaping.

Vian Construction has agreed to extend unit pricing based on Project 3, see [Attachment A](#). Earlier this year City Council approved all other outsourced work and supplies based on unit prices. Please note, plastic pipe pricing has been very volatile and many of the unit prices secured earlier this year are no longer being honored. Staff will be seeking quotes as required.

The proposed expenditure would be expended from the storm water ditch projects. [Attachment B](#) summarizes the total cost for the High Road Ditch Project-Special.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends the proposed project that was not contemplated this year, but due to residents' concerns and savings realized from the 2022 Roadside Ditch Maintenance Projects, funds will be available to complete the project. Since the contractor is currently mobilized, there will be no additional mobilization charges.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the July 18, 2022, City Council agenda, under New Business, for formal approval.

Project 3 – Eleanor Place to 74th Street to Route 83

The existing conditions on Eleanor Place within the western and eastern right of way ditch do not allow the conveyance of storm water to flow to Holly Avenue, or 69th Street. The proposed project would include the removal and replacement of deteriorated culverts, installation of inlets as required, the enclosure of ditches as necessary or existing, and approximately 4,000 lineal feet of ditch line regrading. The project goal is to allow storm water to flow from the summits as determined, to downstream basins or existing downstream ditches or creeks.

| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
|--|----------|-------------|------------|-----------------------|
| PIPE CULVERT REMOVAL | 700 | LINEAL FOOT | 20.00 | 14,000.00 |
| STRUCTURE REMOVAL | 10 | EACH | 100.00 | 1,000.00 |
| STORM SEWER PIPE INSTALLATION | 1500 | LINEAL FOOT | 43.00 | 64,500.00 |
| 4-6-INCH CORRUGATED PERFORATED UNDER DRAIN | 100 | LINEAL FOOT | 10.00 | 1,000.00 |
| 12 x 12 INLET BOXES | 10 | EACH | 100.00 | 1,000.00 |
| FLARED END SECTION-METAL | 2 | EACH | 500.00 | 1,000.00 |
| STORM SEWER STRUCTURE INSTALL | 20 | EACH | 400.00 | 8,000.00 |
| LAYOUT-JOB CONSULTATION | 12 | HOURLY | 500.00 | 6,000.00 |
| DITCHING-GRADING COSTS | | | | |
| OPERATOR WITH GRAD-ALL OR RUBBER TRACK EXCAVATOR-LEAD FOREMAN-2-LABORERS | 80 | HOURLY | 400.00 | 32,000.00 |
| TOTAL COST | | | | 127,600.00 |

\$128,500.00

math error

Project 4 - Total Cost of Eleanor Pl to 74th St to Route 83 in words:**One Hundred Twenty-Seven Thousand Six Hundred Dollars and zero cents.**

MEMO

| JOB LOCATION | 4925-7001 High Road Ditch Program FY23 Special | | | |
|--|--|-------------|----------------|---------------|
| DESCRIPTION | QUANTITY | UNIT | UNIT PRICE | TOTAL COST |
| 12-INCH PIPE SDR26 | 420 | LINEAL FT | \$ 20.00 | \$ 8,400.00 |
| 16-INCH PIPE SDR26 | 0 | LINEAL FT | \$ 61.20 | \$ - |
| CMP | | | | |
| 12-INCH CULVERT METAL PIPE | 0 | LINEAL FT | \$ 19.00 | \$ - |
| 15-INCH CULVERT METAL PIPE | 0 | LINEAL FT | \$ 26.20 | \$ - |
| 18-INCH CULVERT METAL PIPE | 0 | LINEAL FT | \$ 33.25 | \$ - |
| 24-INCH CULVERT METAL PIPE | 0 | LINEAL FT | \$ 43.20 | \$ - |
| 12-INCH CULVERT METAL PIPE | 0 | LINEAL FT | \$ 95.85 | \$ - |
| 12-INCH BAND CMP | 0 | EACH | \$ 42.00 | \$ - |
| 15-INCH BAND CMP | 0 | EACH | \$ 48.00 | \$ - |
| 18-INCH BAND CMP | 0 | EACH | \$ 59.00 | \$ - |
| 24-INCH BAND CMP | 0 | EACH | \$ 75.00 | \$ - |
| 12-INCH BAND CMP | 0 | EACH | \$ 168.00 | \$ - |
| 12-INCH FES | 0 | EACH | \$ 103.00 | \$ - |
| 15-INCH FES | 0 | EACH | \$ 142.00 | \$ - |
| 18-INCH FES | 0 | EACH | \$ 192.00 | \$ - |
| HOPE | | | | |
| 6-INCH HOPE PIPE WITH SOCK N12 | 0 | LINEAL FT | \$ 2.00 | \$ - |
| 6-INCH HOPE PIPE WITH SOCK N12 SINGLE WALL | | | \$ 1.17 | |
| 6-INCH HOPE PIPE WITH SOCK N12 | 50 | LINEAL FT | \$ 5.08 | \$ 254.00 |
| 12-INCH HOPE PIPE WITH SOCK N12 | 0 | LINEAL FT | \$ 9.40 | \$ - |
| 12-INCH HOPE | 320 | LINEAL FT | \$ 8.65 | \$ 2,768.00 |
| 15-INCH HOPE | 0 | LINEAL FT | \$ 17.00 | \$ - |
| 18-INCH HOPE | 0 | LINEAL FT | \$ 16.53 | \$ - |
| 24-INCH HOPE | 0 | LINEAL FT | \$ 28.61 | \$ - |
| 24-INCH HOPE | 0 | LINEAL FT | \$ 30.81 | \$ - |
| 12-INCH BAND HOPE | 0 | EACH | \$ 15.00 | \$ - |
| 15-INCH BAND HOPE | 0 | EACH | \$ 25.00 | \$ - |
| 24-INCH BAND HOPE | 0 | EACH | \$ 60.00 | \$ - |
| 12-INCH HOPE FES | 0 | EACH | \$ 237.00 | \$ - |
| 15-INCH HOPE FES | 0 | EACH | \$ 237.00 | \$ - |
| GARDEN INLETS | | | | |
| 12x12 GARDEN INLETS 2 HOLES | 0 | EACH | \$ 32.00 | \$ - |
| 12x12 GARDEN INLETS 2 HOLES | 0 | EACH | \$ 50.00 | \$ - |
| CONNECTORS 4-INCH | 0 | EACH | \$ 3.50 | \$ - |
| CONNECTORS 6-INCH | 0 | EACH | \$ 7.50 | \$ - |
| GARDEN INLET AVERAGE COST | 5 | | \$ 93.00 | \$ 465.00 |
| IRON STRUCTURES | | | | |
| BEEHIVE GRATE EAST JORDAN 6527 | 10 | EACH | \$ 183.70 | \$ 1,837.00 |
| 61 7000 WITH M112 CURB FRAME ROLL TYPE NAPERVILLE STYLE | 0 | EACH | \$ 429.00 | \$ - |
| CONCRETE STRUCTURES | | | | |
| 2 X 18 INLET | 0 | EACH | \$ 105.00 | \$ - |
| 2 X 24 INLET | 0 | EACH | \$ 105.00 | \$ - |
| 2 X 30 INLET | 9 | EACH | \$ 125.00 | \$ 1,125.00 |
| 2 X 36 INLET | 0 | EACH | \$ 150.00 | \$ - |
| RINGS | 0 | EACH | \$ 23.00 | \$ - |
| CONCRETE FLATWORK | 0 | LS | \$ 2,500.00 | \$ - |
| CURB AND GUTTER | 0 | LINEAL FT | \$ 23.00 | \$ - |
| SIDEWALK | | SQ FT | \$ 6.60 | \$ - |
| APRONS | | | | \$ - |
| APRONS | 2,000 | SQ FT | \$ 6.90 | \$ 13,800.00 |
| TOTAL LENGTH (FT) | 100 | | | |
| WIDTH (FT) | 20 | | | |
| AREA (SQ) | 2000 | | | |
| SEALER TO BE COMPLETED IN HOUSE | 0 | SQ FT | \$ 4.28 | \$ - |
| ASPHALT | | | | |
| BITUMINOUS STREET CROSSING SURFACE | 47 | SQ YD | \$ 47.00 | \$ 2,149.00 |
| TOTAL LENGTH (FT) | 20 | | | |
| WIDTH (FT) | 20 | | | |
| AREA (SQ) | 67 | | | |
| TOP SOIL MATERIAL | | CUBIC YARD | \$ 16.00 | \$ 3,040.00 |
| TOTAL LENGTH (FT) | 190 | | | |
| WIDTH (FT) | 20 | | | |
| AREA (CY) | 190 | | | |
| TOP SOIL INSTALLED | | CUBIC YARD | \$ 35.00 | \$ 6,650.00 |
| TOTAL LENGTH (FT) | 190 | | | |
| WIDTH (FT) | 20 | | | |
| AREA (CY) | 190 | | | |
| SOD INSTALLED | | SQUARE YARD | \$ 9.50 | \$ 16,890.00 |
| TOTAL LENGTH (FT) | 1778 | | | |
| WIDTH (FT) | 800 | | | |
| AREA (SQ) | 16000 | | | |
| STONE GRADE 8-CA-6 | | TON | \$ 15.50 | \$ 1,427.78 |
| TOTAL LENGTH (FT) | 800 | | | |
| WIDTH (FT) | 1 | | | |
| AREA (SQ) | 800 | | | |
| STONE GRADE CA-7 | | TON | \$ 20.65 | \$ 2,113.53 |
| TOTAL LENGTH (FT) | 800 | | | |
| WIDTH (FT) | 2 | | | |
| AREA (SQ) | 178 | | | |
| ANALYTICAL TESTING | 1 | LUMP SUM | \$ 20.00 | \$ 20.00 |
| DUMP FEES | 18 | PER SITE | \$ 82.00 | \$ 1,476.00 |
| TOTAL LENGTH (FT) | 800 | | | |
| WIDTH (FT) | 4 | | | |
| AREA (CY) | 178 | | | |
| DUMP FEES-SOD CONTAMINATED SOILS | 0 | PER LOAD | \$ 200.00 | \$ - |
| TOTAL LENGTH (FT) | 0 | | | |
| WIDTH (FT) | 0 | | | |
| AREA (CY) | 0 | | | |
| TRUCKING | 18 | PER LOAD | \$ 100.00 | \$ 1,800.00 |
| TREE REMOVAL | - | LUMP SUM | \$ 7,900.00 | \$ - |
| TRAFFIC CONTROL | 0.25 | LUMP SUM | \$ 20,000.00 | \$ 5,000.00 |
| SUB-TOTAL COST | | | | \$ 87,814.01 |
| MISC BRICK/ADJ RINGS/MORTAR/MASTIC, WATER QUALITY STEAM/SEWER REPAIR REG | \$ 4,140.65 | EACH | 5% of Subtotal | \$ 4,140.65 |
| SUB-TOTAL COST | | | | \$ 96,955.66 |
| EXCAVATION/GRADING | 24.00 | PER HR | \$ 400.00 | \$ 9,600.00 |
| REMOVAL | | | | |
| 4-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE | - | LINEAL FOOT | \$ 5.00 | \$ - |
| 6-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE | 420.00 | LINEAL FOOT | \$ 5.00 | \$ 2,100.00 |
| 12-INCH EXCAVATION PER FOOT-REMOVAL OF PIPE | 260.00 | LINEAL FOOT | \$ 20.00 | \$ 5,200.00 |
| STRUCTURE REMOVAL | 2.00 | EACH | \$ 100.00 | \$ 200.00 |
| 4-INCH CORRUGATED PIPE INSTALLATION | - | LINEAL FOOT | \$ 10.00 | \$ - |
| 6-INCH CORRUGATED PIPE INSTALLATION | 100.00 | LINEAL FOOT | \$ 10.00 | \$ 1,000.00 |
| 12-16 INCH PIPE INSTALLATION | 780.00 | LINEAL FOOT | \$ 43.00 | \$ 33,540.00 |
| CONTRACT STRUCTURE INSTALL | 10.00 | EACH | \$ 400.00 | \$ 4,000.00 |
| INSTALL 12X14 INLET BOXES | 10.00 | EACH | \$ 100.00 | \$ 1,000.00 |
| FLARED END SECTIONS | - | EACH | \$ 500.00 | \$ - |
| LAYOUT | 4.00 | HOURLY | \$ 500.00 | \$ 2,000.00 |
| FLAGGERS | 80.00 | HOURLY | \$ 150.00 | \$ 12,000.00 |
| OUTSOURCE COST | | | | \$ 58,640.00 |
| SUB-TOTAL COST | | | | \$ 145,594.66 |
| CONTINGENCY | 5% | LUMP SUM | 5.00% | \$ 7,279.68 |
| TOTAL COST | | | | \$ 152,874.34 |

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