Visit the City of Darien YouTube channel to view the meeting live.

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

May 5, 2025

7:30 P.M.

- 1. Call to Order
- 2. Pledge of Allegiance
- 3. Roll Call
- 4. Declaration of Quorum
- 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 <u>April 21, 2025</u>
- 7. Receiving of Communications
- 8. Mayor's Report
 - A. Consideration of a Motion to Approve the Appointment of <u>Joseph Kieckhafer</u> to the Environmental Committee
 - B. Mayoral Proclamation "Mayoral Proclamation "<u>National Police Week</u>" (May 11-17, 2025)"
 - C. Mayoral Proclamation "National Public Works Week" (May 18-24, 2025)
 - D. Mayoral Proclamation "Motorcycle Awareness Month" (March, 2025)
- 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 <u>24-25-25</u>
 - B. Warrant Number <u>25-26-01</u>
- 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
 - 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 (Concert in the Park on June 26th, July 31st, and August 28, 2025)
 - B. Consideration of a Motion Granting a Waiver of the \$50.00 a Day Fee for the Temporary Liquor License for the Darien Lions Club (2025 Darien Fest on August 8th, August 9th and August 10, 2025)
 - C. 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 (OctoberFest on October 4th, 2025)
 - D. Consideration of a Motion Accepting the Proposal of a <u>3-Year Contract Including</u> hardware, Web Application, Service and Support for Five (5) GroundCast <u>Sensors</u> from Vaisala Inc, in an Amount not to Exceed \$8,000 Per Year, for a Total of \$24,000 for the Three-Year Contract
 - E. Consideration of a Motion Authorizing the Purchase of the <u>Phase 4-Leak Logger</u> <u>Program</u>, Consisting of 217 Leak Logger Units from Gutermann Inc., in an Amount not to Exceed \$219,441.70
 - F. Consideration of a Motion Authorizing the <u>Purchase of Two (2) Solar Speed Alert</u> <u>18 Speed Limit Signs</u> from All Traffic Solutions Incorporated in an Amount not to Exceed \$11,000.00
 - G. Consideration of a Motion Authorizing the <u>Purchase of One New Factory Cat</u> <u>Mini HD 29C Walk Behind Scrubber</u> from Factory Cleaning Equipment Inc. in an Amount not to Exceed \$14,212.00
 - H. Consideration of a Motion Accepting a Proposal for a <u>Preventative Maintenance</u> <u>Agreement, Annual Evaluation and Operator Training for the Vactor</u> <u>Sewer Cleaner</u> from Standard Equipment in an Amount not to Exceed \$8,500.00
 - I. Consideration of a Motion Accepting a Proposal from TKB Associates, Inc., for <u>Digitalizing, Cataloging, Software, Hardware and Programming</u> in an Amount not to Exceed \$49,140.00 for the Planning and Zoning and in an Amount not to Exceed \$39,190.00 for the Clerk's Office Historical Records
 - J. Consideration of a Motion to Approve an Ordinance Rezoning Property From R-2 To R-3, and Approving a Special Use and Zoning Variations for the Construction of Condomoniums (PZC 2025-06: <u>1220-1225 Plainfield Road,</u> <u>Atlantic Homes Inc.</u>)
 - K. Consideration of a Motion to Approve an Ordinance Approving a Master License Agreement with Lumos Fiber of Illinois, L.L.C. for the <u>Use of the City's</u> <u>Rights-Of-Way for the Installation, Operation, and Maintenance of</u> <u>Telecommunication Facilities</u>

Agenda — May 5, 2025 Page 3

- 17. New Business
 - A. Oath of Office:
 - Alderman Ward 1 Ted V. Schauer
 - Alderman Ward 3 Joseph A. Kenny
 - Alderman Ward 5 Mary Coyle Sullivan
 - Alderman Ward 7 Thomas J. Belczak
 - B. Consideration of a Motion to Advice and Consent to Mayor Marchese's <u>Council</u> <u>Committee Appointments and Chairman Thereof</u>
 - C. Consideration of a Motion to Approve the <u>Reappointment of Department Heads</u>: Greg Thomas, Police Chief; and Daniel Gombac, Director of Municipal Services and Julie Saenz, Finance Director
 - D. Consideration of a Motion to Approve a Motion to Adopt the <u>Intergovernmental</u> <u>Agreement (IGA-Exhibit A) between the Darien Park District and the City</u> <u>of Darien Police Department</u> Regarding the use of South Grove Park Pond for the Youth Fishing Tournament 2025
- Questions, Comments and Announcements General (This is an opportunity for the public to make comments or ask questions on any issue 3 Minute Limit Per Person)
- 19. Adjournment



A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE APRIL 21, 2025 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:27 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

APRIL 21, 2025

7:30 P.M.

1. CALL TO ORDER

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

2. <u>PLEDGE OF ALLEGIANCE</u>

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

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

Present:	Thomas J. Belczak Eric K. Gustafson Joseph A. Kenny Gerry Leganski	Ted V. Schauer Ralph Stompanato Mary Coyle Sullivan
Absent:	None	
Also in Attendance:	Joseph Marchese, Mayor JoAnne E. Ragona, City Cler Michael J. Coren, City Treas	

- Bryon Vana, City Administrator Gregory Thomas, Police Chief Daniel Gombac, Director of Municipal Services
- 4. <u>**DECLARATION OF A QUORUM**</u> There being seven aldermen present, Mayor Marchese declared a quorum.

City Council Meeting

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

There were none.

6. APPROVAL OF MINUTES – April 7, 2025

It was moved by Alderman Schauer and seconded by Alderman Leganski to approve the minutes of the City Council Meeting of April 7, 2025.

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

Abstain: Kenny, Sullivan

Nays: None

Absent: None

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

7. **<u>RECEIVING OF COMMUNICATIONS</u>**

There were none.

8. MAYORS REPORT

A. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF FRANK NOVERINI TO THE BOARD OF FIRE AND POLICE COMMISSIONERS

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

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

Absent: None

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

B. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF MAURA KILLIAN TO THE ENVIRONMENTAL COMMITTEE

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

Roll Call:	Ayes:	Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan
	Nays:	None
	Absent:	None
		Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Maura Killian.

9. <u>CITY CLERK'S REPORT</u>

There was no report.

10. CITY ADMINISTRATOR'S REPORT

There was no report.

11. DEPARTMENT HEAD INFORMATION/QUESTIONS

A. POLICE DEPARTMENT- NO REPORT

B. MUNICIPAL SERVICES – NO REPORT

12. TREASURER'S REPORT

A. WARRANT NUMBER 24-25-24

It was moved by Alderwoman Sullivan and seconded by Alderman Leganski to approve payment of Warrant Number 24-25-24 in the amount of \$706,231.03 from the enumerated funds, and \$313,711.15 from payroll funds for the period ending 04/17/25 for a total to be approved of \$1,019,942.18.

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

Nays: None

Absent: None

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

B. MONTHLY REPORT – MARCH 2025

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of March 2025.

General Fund:	Revenue	\$18,691,898;	Expenditures	\$15,253,441;
	Current B	alance \$8,418	,682	
Water & Water Depreciation Funds:	Revenue	\$6,585,036;	Expenditures	\$7,389,928
	Current B	alance \$2,921	,071	
Motor Fuel Tax Fund:	Revenue	\$951,563;	Expenditures	\$2,033,941;
	Current B	alance \$604,6	29	
Capital Improvement Fund:	Revenue	\$770,792; Exp	enditures \$768	,730; Current
	Balance \$	519,023,516		

13. STANDING COMMITTEE REPORTS

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for May 5, 2025 at 6:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for April 28, 2025 at 5:30 P.M.

Police Committee – Chairman Kenny stated the minutes of the April 7, 2025 meeting were approved and submitted to the Clerk's Office. He announced the Police Committee meeting is scheduled for May 19, 2025 at 6:00 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren announced the Police Pension Board quarterly meeting is scheduled for Thursday, April 24, 2025 at 6:00 P.M. in the Police Department Training Room.

Mayor Marchese announced the next meeting of the Darien Action Committee will be held on Saturday, April 26, 2025 from 9:00 – 11:00 A.M.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. CONSENT AGENDA

New Business Items A and B were moved to the Consent Agenda as Items C and D respectively.

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

A. MOTION NO. M-22-25	A MOTION AUTHORIZING THE CITY ADMINISTRATOR TO SIGN A CONTRACT FOR THE BEST BID FOR STREET LIGHT ELECTRIC SUPPLY
B. ORDINANCE NO. O-20-25	AN ORDINANCE APPROVING A SPECIAL USE AMENDMENT AND VARIATIONS FROM THE DARIEN ZONING ORDINANCE (PZC 2024:-14: 8226 CASS AVENUE, TRUE NORTH ENERGY, LLC)
C. MOTION NO. M-23-25	A MOTION APPROVING THE MEMORANDUM OF UNDERSTANDING (MOU-EXHIBIT A) REGARDING SOCIAL WORKER SERVICES BETWEEN NORTHEAST DUPAGE FAMILY AND YOUTH SERVICES (NEDFYS) AND THE DARIEN POLICE DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN THE MOU
D. ORDINANCE NO. O-21-25	AN ORDINANCE AUTHORIZING THE SALE OR DISPOSAL OF SURPLUS PROPERTY

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

Nays: None

None

Absent:

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

17. **<u>NEW BUSINESS</u>**

A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING SECTION 3-3-7-5(C) CLASS E LICENSE OF THE DARIEN CITY CODE (TRUE NORTH ENERGY, LLC)

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

Alderwoman Sullivan inquired about gas stations selling liquor and gaming. Council discussion ensued. Mayor Marchese, Director Gombac and Administrator Vana responded. Ryan Howard, Chief Operating Officer True North Energy, LLC, addressed questions regarding request for liquor license, improvements to existing facility and change of ownership. Mayor Marchese was in agreement with granting a Class E liquor license due to security measures, training, and onsite personnel. Treasurer Coren and Alderman Schauer commented favorably regarding improvements.

ORDINANCE NO.	0-22-25	AN ORDINANCE AMENDING SECTION 3-3- 7-5(C) CLASS E LICENSE OF THE DARIEN CITY CODE (TRUE NORTH ENERGY, LLC)				
Roll Call:	Ayes:	Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan				
	Nays:	None				
	Absent:	None				
		Results: Ayes 7, Nays 0, Absent 0 MOTION DULY CARRIED				

City Council Meeting

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

Mayor Marchese...

...announced Darien Business Alliance Luncheon will be held on May 14 at Alpine Banquets at 11:30 P.M., which is free to Darien businesses. John Manilla, Partner, Crowe LLP, will present on artificial intelligence. He encouraged alderpersons to attend.

...sent Council registration form to serve on DuPage Mayors and Managers Conference Committee; form must be returned by May 15.

...shared Rotary Club of Darien Casino Night fundraiser will be held on April 29 at Alpine Banquets beginning at 6:00 P.M.

...announced Darien Youth Club Opening Day Parade will be held on April 26 beginning at 9:30 A.M.

...noted that Arbor Day Celebration will be held on April 25 at Ridgewood Park beginning at 9:30 A.M.

19. ADJOURNMENT

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

VIA VOICE VOTE - MOTION DULY CARRIED

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

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 04-21-25. Minutes of 04-21-25 CCM.



CITY OF DARIEN MEMO

TO: City Council

FROM: Mayor Joseph Marchese

DATE: May 1, 2025

SUBJECT: APPOINTMENT TO ENVIRONMENTAL COMMITTEE

This is written to request your advice and consent to the appointment of <u>Joseph Kieckhafer</u> to the Environmental Committee. He has agreed to serve the City and have expressed an interest in this Committee.

As always, if you have any questions, please contact me.

mg

From:	Joe Marchese
To:	Maria Gonzalez
Subject:	FW: Application for Service on a City Commission
Date:	Wednesday, April 23, 2025 4:21:35 PM
Attachments:	image001.png image010.png image002.png

Maria:

I will be asking for the Advice and Consent for the appointment of Joseph Kieckhafer to the Environmental Committee at our May 5 City Council Meeting. This appointment will give us a full 7 person Environmental Committee. Please place this on our May 5 agenda under the Mayor's Report.

Thanks

From: Joe MarcheseSent: Tuesday, December 3, 2024 4:19 PMTo: postmaster@muniweb.comSubject: RE: Application for Service on a City Commission

Message Received

Joseph A. Marchese

Mayor 1702 Plainfield Road, Darien, IL 60561 Email: Email: jmarchese@darienil.gov

Office: (630) 353-8108 | Mobile: (630) 200-2390

Connect with the City of Darien!



To: Joe Marchese <<u>jmarchese@darienil.gov</u>>
Subject: Application for Service on a City Commission

12/2/2024 10:34:28 PM

Name: Joseph Kieckhafer Address: 810 71st St, Darien IL, 60561 Phone: 6304001994 Email: joe@kieckhafer.org

How long have you lived in Darien?: Two years Where did you live prior to coming to Darien: Woodridge

If married, spouse's name: Maura Killian Children (include ages):

Education: Bachelor's of Science	If you attended college, what was your major?: Economics
Present Employer : Morgan Stanley	Phone:
Address	Fax:

Nature of Occupation: Product Manager Other Employment Experience Publicis Sapient (IT & Management Consulting)

Interests and Hobbies?

Woodworking; Reading; Camping; Hiking

Of what local organizations have you been a member? (Please include offices held, if any)

N/A

Have you served the community in any other way?

Involved in Indian Prairie Public Library's Dungeons & Dragons club. I pick up trash in my neighbors' yards when I see it.

Time you would have available to serve the City

Evenings and weekends

In which of the following areas would you like to serve?: Environmental Committee Other areas you would like to serve?:

What are your qualifications for this position(s)? Recommended by Heather Conroy; member of Darien Garden Club Eagle Scout

Why are you interested in this position(s)?

My wife and I are preparing to start a family in Darien, I want to bolster a community where

they can thrive. There is so much we can do to create a healthier and more eco-friendly city.

What can you contribute to this board(s) or commission(s)? A passion for sustainability and the environment A background of taking projects from concept to deployment



Whereas, National Police Week 2025 honors the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy; and

Whereas, there are more than 800,000 law enforcement officers serving our communities across the United States, including the dedicated members of the Darien Police Department; and

Whereas, since the first recorded death in 1786, there are currently more than 24,000 law enforcement officers in the United States that have made the ultimate sacrifice and been killed in the line of duty, thankfully, no members of the Darien Police Department; and

Whereas, 147 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial who were killed in 2024; and

Whereas, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 37th Candlelight Vigil, on the evening of May 13, 2025; and

Whereas, the Candlelight Vigil is part of National Police Week, which will be observed this year May $11^{th} - 17^{th}$; and

Whereas, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

NOW, THEREFORE, I, Joseph A. Marchese, Mayor of the City of Darien, do hereby proclaim May 11 – 17, 2025, as

NATIONAL POLICE WEEK

in the City of Darien, and the City of Darien publicly salutes the service of law enforcement officers in our community and in communities across the nation.

In Witness Thereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.

DONE, this fifth day of May, Two-Thousand Twenty-Five.

Joseph A. Marchese, Mayor

Attest:

JoAnne E. Ragona, City Clerk

Agenda

Whereas, public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to public health, high quality of life, and well-being of the people of CITY OF DARIEN; and,

Whereas, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

Whereas, it is in the public interest for the citizens, civic leaders, and children in CITY OF DARIEN to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

Whereas, the year 2025 marks the 65th annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it resolved; and

NOW, THEREFORE, I, Joseph A. Marchese, Mayor of the City of Darien, do hereby designate the week of May 18–24, 2025, as

National Public Works Week

in the City of Darien. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

In Witness Whereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City of Darien.

Done, this fifth day of May Two-Thousand Twenty-Five.

Joseph A. Marchese, Mayor

Attest:

JoAnne E. Ragona, City Clerk

Agenda

Whereas, safety is the highest priority for the highways and streets of our City and State; and

Whereas, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

Whereas, motorcycles are a primary, common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

Whereas, it is especially meaningful that the citizens of our city and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

Whereas, the members of ABATE of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education, and awareness in high school drivers' education programs and to the general public in our City and State, presenting motorcycle awareness programs to over 120,000 participants in Illinois over the past nine years; and

Whereas, all motorcyclists should join ABATE of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our City and State; and

Whereas, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

Whereas, during the month of May, all roadway users should unite in the safe sharing of roadways with the City of Darien, and throughout the great State of Illinois.

NOW, THEREFORE, I, Joseph A. Marchese, Mayor of the City of Darien, in the great state of Illinois, in recognition of 38 years of ABATE of Illinois, Inc., and over 352,318 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education and awareness do hereby proclaim the month of May, this year 2025 as

MOTORCYCLE AWARENESS MONTH

in the City of Darien, and urge all motorists to join in an effort to improve safety and awareness on our roadways.

In Witness Thereof, I Have Hereunto Set My Hand And Caused To Be Affixed The Seal Of The City Of Darien.

DONE, this fifth day of May, Two-Thousand Twenty-Five.

Joseph A. Marchese, Mayor

Attest:

JoAnne E. Ragona, City Clerk

CITY OF DARIEN

EXPENDITURE APPROVAL LIST FOR CITY COUNCIL MEETING ON May 5, 2025

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:

			1				
General Fund \$75,175.72							
Water Fund	\$62,791.64						
Motor Fuel Tax Fund		\$26,054.19					
Stormwater Management Fund							
Special Service Area Tax F	Fund						
State Drug Forfeiture Fund	b						
Impact Fee Expenditures							
Capital Improvement Fund \$43,886.91							
Cannabis Fund							
DUI Technology Fund							
Federal Equitable Sharing	Fund						
	Subtotal:	\$207,908.46	-				
General Fund Payroll	00/00/00						
Water Fund Payroll	00/00/00						
-	Subtotal:	\$-					

Total to be Approved by City Council: _____\$207,908.46

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN Expenditure Journal General Fund Administration From 4/22/2025 Through 4/22/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRONICLE MEDIA LLC	LEGAL NOTICE: DARIEN BOARD & FIRE /POLICE COMM RULE CHANGE	AP050525- FY25	4221	Legal Notices	40.00
IP COMMUNICATIONS	UPDATE PHONE EXTENSIONS	AP050525- FY25	4267	Telephone	125.00
ODELSON, MURPHEY, FRAZIER, MCGRAT	LEGAL FEES- MARCH 2025	AP050525- FY25	4219	Liability Insurance	220.00
ODP BUSINESS SOLUTIONS	WINDOW ENVELOPES FOR CH	AP050525- FY25	4253	Supplies - Office	34.26
ODP BUSINESS SOLUTIONS	SUPPLIES FOR CITY HALL	AP050525- FY25	4253	Supplies - Office	222.81
STAPLES BUSINESS ADVANTAGE	SUPPLIES FOR CITY HALL	AP050525- FY25	4253	Supplies - Office	115.31
STAPLES BUSINESS ADVANTAGE	SUPPLIES FOR CITY HALL	AP050525-FY25	4253	Supplies - Office	107.15
STAPLES BUSINESS ADVANTAGE	SUPPLIES FOR CITY HALL	APVOID050525	4253	Supplies - Office	(115.31)

Total Administration

749.22

CITY OF DARIEN Expenditure Journal General Fund City Council From 4/22/2025 Through 4/22/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DUPAGE MAYORS MANAGERS CONF.	DMMC- APRIL CONFERENCE	AP050525- FY25	4213	Dues and Subscriptions	45.00
				Total City Council	45.00

CITY OF DARIEN Expenditure Journal General Fund Community Development From 4/22/2025 Through 4/22/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
DON MORRIS ARCHITECTS P.C.	SERVICES - APRIL 2025	AP050525- FY25	4325	Consulting/Professional	6,248.50
DON MORRIS ARCHITECTS P.C.	SERVICES -APRIL 2025	AP050525- FY25	4328	Conslt/Prof Reimbursable	2,100.00
DUPAGE COUNTY RECORDER	RECORDING: LIEN 205 67TH STREET	AP050525- FY25	4325	Consulting/Professional	57.00
ELEVATOR INSPECTION SERVICE CO	ELEVATOR RE-INSPECTION 8502 BAILEY	AP050525- FY25	4328	Conslt/Prof Reimbursable	25.00
ENVIRONMENTAL SYSTEMS RESEARCH	ARC GIS	AP050525- FY25	4325	Consulting/Professional	40.00
ODELSON, MURPHEY, FRAZIER, MCGRAT	LEGAL FEES- MARCH 2025	AP050525- FY25	4219	Liability Insurance	3,610.00
OPENGOV INC	OPEN GOV SERVICES- MARCH 2025	AP050525- FY25	4325	Consulting/Professional	1,505.00
TKB ASSOCIATES INC	SCANNING /INDEXING BUILDING PERMITS	AP050525- FY25	4325	Consulting/Professional	30,679.67
				Total Community	44,265.17

Development

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets From 4/22/2025 Through 4/22/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AMBER MECHANICAL CONTRACTORS	HVAC-CONTROLLER AT CITY HALL	AP050525- FY25	4223	Maintenance - Building	555.00
CAR REFLECTIONS	STRIPING /LETTERING	AP050525- FY25	4815	Equipment	1,050.00
DECKER SUPPLY CO.	STREET SIGN MOUNT	AP050525- FY25	4257	Supplies - Other	880.85
ENVIRONMENTAL SYSTEMS RESEARCH	ARC GIS	AP050525- FY25	4325	Consulting/Professional	39.00
GRAINGER	SEAL	AP050525- FY25	4223	Maintenance - Building	12.38
GRAINGER	CONTROL STOP	AP050525- FY25	4223	Maintenance - Building	190.12
GRAINGER	BATTERIES	AP050525- FY25	4223	Maintenance - Building	70.08
HOMER TREE CARE, INC.	TREE REMOVALS	AP050525- FY25	4375	Tree Trim/Removal	6,520.00
I.R.M.A.	DEDUCTIBLE- MARCH 2025	AP050525- FY25	4219	Liability Insurance	1,810.13
IMPACT NETWORKING, LLC	COPIER OVERAGE-PW (3-18-25 thru 4-17-25)	AP050525- FY25	4225	Maintenance - Equipment	127.90
LAWSON PRODUCTS INCORPORATED	SCREWS, NUTS, WASHERS	AP050525- FY25	4225	Maintenance - Equipment	1,230.92
ODP BUSINESS SOLUTIONS	SUPPLIES FOR PUBLIC WORKS	AP050525- FY25	4253	Supplies - Office	641.45
POMP'S TIRE SERVICE, INC.	TIRE DISPOSAL	AP050525- FY25	4229	Maintenance - Vehicles	85.00
POMP'S TIRE SERVICE, INC.	TIRES FOR INVENTORY	AP050525- FY25	4229	Maintenance - Vehicles	1,919.95
RAGS ELECTRIC	STREET LIGHT REPAIRS	AP050525- FY25	4359	Street Light Oper & Maint.	1,977.00
SEASON COMFORT, CORP.	DRAFT INDUCER MOTOR- POLICE DEPT	AP050525- FY25	4223	Maintenance - Building	1,695.78
SHREVE SERVICES INC	TOPSOIL 3-20-25	AP050525- FY25	4257	Supplies - Other	330.00
STANDARD EQUIPMENT COMPANY	VACTOR PART	AP050525- FY25	4229	Maintenance - Vehicles	908.00
STENSTROM PETROLEUM SERVICES	FUEL PUMP - NOZZLE, SWIVEL	AP050525- FY25	4223	Maintenance - Building	289.98
TERRAIN LANDSCAPE CONTRACTORS	SHOVELING /SALTING- POLICE DEPT & CITY HALL -MARCH 2025	AP050525- FY25	4223	Maintenance - Building	630.00
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP050525- FY25	4223	Maintenance - Building	73.00
VESTIS	MAT RENTAL 4-17-25 1702 PLAINFIELD RD	AP050525- FY25	4223	Maintenance - Building	27.48
VESTIS	MAT RENTAL 4-17-25 1710 PLAINFIELD RD	AP050525- FY25	4223	Maintenance - Building	37.18

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets From 4/22/2025 Through 4/22/2025

Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
VESTIS	MAT RENTAL 4-17-25 1041 S FRONTAGE RD	AP050525- FY25	4223	Maintenance - Building	30.86
WAREHOUSE DIRECT	JANITORIAL SUPPLIES FOR POLICE DEPT	AP050525- FY25	4223	Maintenance - Building	176.64
WILLOWBROOK FORD, INC.	SPARK PLUG , GASKET FOR #120	AP050525- FY25	4229	Maintenance - Vehicles	102.74
YELLOWSTONE LANDSCAPE	EMERGENCY TREE REMOVAL - 8542 AILSWORT	AP050525- FY25	4375	Tree Trim/Removal	1,500.00
				Total Public Works,	22,911.44

Date: 4/30/25 03:54:43 PM

CITY OF DARIEN Expenditure Journal General Fund Police Department From 4/22/2025 Through 4/22/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
FIRST SPEAR	SOMOGYE- SWAT GEAR	AP050525- FY25	4269	Uniforms	3,668.47
I.R.M.A.	DEDUCTIBLE- MARCH 2025	AP050525- FY25	4219	Liability Insurance	1,810.12
NORTH EAST MULTIREGIONAL TRNG	SIMEK -FRONTLINE LEADERSHIP	AP050525- FY25	4263	Training and Education	200.00
NORTH EAST MULTIREGIONAL TRNG	SERVIN /TRAINING- STREET CRIMES	AP050525- FY25	4263	Training and Education	325.00
NORTH EAST MULTIREGIONAL TRNG	VERSIS /TRAINING-BULLYING, SEXTING INVESTIGATIONS	AP050525- FY25	4263	Training and Education	80.00
NORTHWEST COLLECTORS, INC.	COLLECTION FEES- SKOWRONSKI & YASIN	AP050525- FY25	4300	Bad Debt Expense	65.65
ODELSON, MURPHEY, FRAZIER, MCGRAT	LEGAL FEES- MARCH 2025	AP050525- FY25	4219	Liability Insurance	660.00
RAY O'HERRON CO. INC.	MILAZZO- REPLACEMENT BADGE	AP050525- FY25	4269	Uniforms	95.65
THEODORE POLYGRAPH SERVICE	PRE-EMPLOYMENT EXAM	AP050525- FY25	4205	Boards and Commissions	200.00
WCS PHOTOGRAPHY	PHOTO FRAMES	AP050525- FY25	4815	Equipment	100.00

Total General Fund 75,175.72

Total Police

Department

7,204.89

CITY OF DARIEN Expenditure Journal Water Fund Public Works, Water From 4/22/2025 Through 4/22/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
BANK OF NEW YORK MELLON	GO REFUNDING 2012 INTEREST	AP050525- FY25	4950	Debt Retire-Water Refunding	5,075.00
CARROLL CONSTRUCTION SUPPLY	CONCRETE SAW BLADE	AP050525- FY25	4231	Maintenance - Water System	246.08
CORE & MAIN	WATER MAINTENANCE	AP050525- FY25	4231	Maintenance - Water System	1,810.50
DIRECT DOCK & DOOR	GARAGE DOOR- PLANT 5	AP050525- FY25	4223	Maintenance - Building	2,299.00
DUPAGE COUNTY PUBLIC WORKS	METER READS -JAN/FEB 2025 BILLING -MARCH 2025	AP050525- FY25	4336	Data Processing	27,665.86
DYNEGY ENERGY SERVICES	ENERGY -9S720 LEMONT RD	AP050525- FY25	4271	Utilities (Elec,Gas,Wtr,Sewer)	128.91
DYNEGY ENERGY SERVICES	ENERGY -67TH RIDGE	AP050525- FY25	4271	Utilities (Elec,Gas,Wtr,Sewer)	305.05
DYNEGY ENERGY SERVICES	ENERGY -18W736 MANNING	AP050525- FY25	4271	Utilities (Elec,Gas,Wtr,Sewer)	99.99
DYNEGY ENERGY SERVICES	ENERGY -1220 PLAINFIELD RD	AP050525- FY25	4271	Utilities (Elec,Gas,Wtr,Sewer)	3,288.85
ENVIRONMENTAL SYSTEMS RESEARCH	ARC GIS	AP050525- FY25	4325	Consulting/Professional	39.00
GOODYEAR TIRE & RUBBER	TIRES FOR #500	AP050525- FY25	4229	Maintenance - Vehicles	517.81
RAGS ELECTRIC	TRANSFER SWITCH- 75TH STREET PUMP STATION	AP050525- FY25	4223	Maintenance - Building	13,708.82
ROSE LANDSCAPE DESIGN	PAVER DRIVEWAY REPAIR 18W070 RODGERS CT	AP050525- FY25	4231	Maintenance - Water System	900.00
STENSTROM PETROLEUM SERVICES	FUEL PUMP - NOZZLE, SWIVEL	AP050525- FY25	4223	Maintenance - Building	289.97
SUBURBAN LABORATORIES	WATER SAMPLES- FEB /MARCH 2025	AP050525- FY25	4241	Quality Control	1,037.50
SUBURBAN LABORATORIES	WATER SAMPLES -FEB 2025	AP050525- FY25	4241	Quality Control	910.00
TAMELING INDUSTRIES	SEED	AP050525- FY25	4231	Maintenance - Water System	170.00
UNDERGROUND PIPE & VALVE CO.	MAINTENANCE SUPPLIES FOR WATER SYSTEMS	AP050525- FY25	4231	Maintenance - Water System	4,245.00
WILLOWBROOK FORD, INC.	PARTS FOR #404	AP050525- FY25	4229	Maintenance - Vehicles	54.30

CITY OF DARIEN Expenditure Journal Water Fund Public Works, Water From 4/22/2025 Through 4/22/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
				Total Public Works, Water	62,791.64
				Total Water Fund	62,791.64

CITY OF DARIEN Expenditure Journal Motor Fuel Tax MFT Expenses From 4/22/2025 Through 4/22/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
MORTON SALT, INC.	ROCK SALT 4-14-25	AP050525- FY25	4249	Salt	3,441.53
MORTON SALT, INC.	ROCK SALT 4-11-25	AP050525- FY25	4249	Salt	22,612.66
				Total MFT Expenses	26,054.19
				Total Motor Fuel Tax	26,054.19

CITY OF DARIEN Expenditure Journal Capital Improvement Fund Capital Fund Expenditures From 4/22/2025 Through 4/22/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
FedEx	LATE FEE FOR INV 8-796-38351	AP050525- FY25	4325	Consulting/Professional	6.72
STRUCTURED SOLUTIONS	BRICK MANHOLE REHAB	AP050525- FY25	4376	Ditch Projects	43,880.19
				Total Capital Fund Expenditures	43,886.91
				Total Capital Improvement Fund	43,886.91
Report Total					207,908.46



CITY OF DARIEN

EXPENDITURE APPROVAL LIST FOR CITY COUNCIL MEETING ON May 5, 2025

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 \$153,030.61							
Water Fund			\$223.74				
Motor Fuel Tax Fund							
Stormwater Management	t Fund						
Special Service Area Tax	Fund						
State Drug Forfeiture Fur	nd						
Impact Fee Expenditures	i						
Capital Improvement Fun	nd						
Cannabis Fund							
DUI Technology Fund							
Federal Equitable Sharing	g Fund						
	•						
	Subtotal:		\$153,254.35				
General Fund Payroll	05/01/25	\$	294,909.28				
Water Fund Payroll	05/01/25	\$	36,112.35				
General Fund Payroll	05/02/25	\$	67,012.92				
Water Fund Payroll	05/02/25	\$	10,660.64				
-	Subtotal:	\$	408,695.19				

Total to be Approved by City Council: \$561,949.54

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

CITY OF DARIEN Expenditure Journal General Fund Administration From 5/1/2025 Through 5/5/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	DATE SERVICES (5-8-25 thru 5-7-26)	AP050525-FY26-	4325	Consulting/Professional	1,980.00
AIS	JUNIPER SUBSCRIPTION	AP050525-FY26-	4325	Consulting/Professional	98.00
AIS	JUNIPER EX3400 SUBSCRIPTION	AP050525-FY26-	4325	Consulting/Professional	432.00
AIS	JUNIPER EX3400 SUBSCRIPTION-NETW SWITCH 1	AP050525-FY26-	4325	Consulting/Professional	432.00
AIS	JUNIPER SUBSCRIPTION-EXTEN	AP050525-FY26-	4325	Consulting/Professional	432.00
AIS	BACK UP SERVICE- MAY 2025	AP050525-FY26-	4325	Consulting/Professional	1,550.00
AIS	MONTHLY SERVICES- MAY 2025	AP050525-FY26-	4325	Consulting/Professional	8,021.49
AIS	SECURE EMAIL- MAY 2025	AP050525-FY26-	4325	Consulting/Professional	15.50
AIS	ENDPOINT MGMT - MAY 2025	AP050525-FY26-	4325	Consulting/Professional	213.28
COMCAST BUSINESS	CABLE TV FOR CITY HALL	AP050525-FY26-	4267	Telephone	53.35
IMPACT NETWORKING, LLC	COPIER AGREEMENTS (4-30-25 thru 5-30-25)	AP050525-FY26-	4225	Maintenance - Equipment	65.05

Total Administration 13,292.67

CITY OF DARIEN Expenditure Journal General Fund Darien Business Alliance From 5/1/2025 Through 5/5/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALPHAGRAPHICS LISLE	BANNERS FOR DARIEN DASH	AP050125	4239	Public Relations	304.36
				Total Darien Business Alliance	304.36

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets From 5/1/2025 Through 5/5/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION -1041 S FRONTAGE RD	AP050125	4223	Maintenance - Building	223.74
CLARKE ENVIRONMENTAL MOSQUITO	MOSQUITO ABATEMENT (1st of 4)	AP050125	4365	Mosquito Abatement	9,975.00
IL ARBORIST ASSOCIATION	TRAINING /TREE RISK ASSESSMENT - PAUL DEVINE	AP050125	4263	Training and Education	625.00
IMPACT NETWORKING, LLC	COPIER AGREEMENTS (4-30-25 thru 5-30-25)	AP050525-FY26-	4225	Maintenance - Equipment	65.05
				Total Public Works, Streets	10,888.79

CITY OF DARIEN Expenditure Journal General Fund Police Department From 5/1/2025 Through 5/5/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
911 TECH INC	COPFTO ANNUAL SUBSCRIPTION	AP050125	4225	Maintenance - Equipment	1,927.80
DU-COMM	QUARTERLY SHARES (5-1-25 thru 7-31-25)	AP050525-FY26-	4325	Consulting/Professional	115,135.00
DU-COMM	FACILITY LEASE/ OPERATING COSTS (5-1-25 thru 7-31-25)	AP050525-FY26-	4325	Consulting/Professional	4,581.99
FBI NAA IL CHAPTER	NORTON/TRAINING - FBI NAA STATE CONFERENCE	AP050525-FY26-	4265	Travel/Meetings	400.00
MERIT	MERIT DUES 2025/ 2026	AP050525-FY26-	4337	Dumeg/Fiat/Child Center	6,500.00
				Total Police Department	128,544.79

Total General Fund 153,030.61

CITY OF DARIEN Expenditure Journal Water Fund Public Works, Water From 5/1/2025 Through 5/5/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION -1041 S FRONTAGE RD	AP050125	4223	Maintenance - Building	223.74
				Total Public Works, Water	223.74
				Total Water Fund	223.74
Report Total					153,254.35

MOTION NO.

AGENDA MEMO CITY COUNCIL May 5, 2025

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. <u>BACKUP</u>

Background/History

Darien Lions Club has requested a waiver of the fee for the Temporary Liquor License for the Concerts in the Park, to be held on June 26th, July 31st and August 28, 2025, 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 May 5, 2025 City Council Agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May 2025.

AYES:		
NAYS:		
ABSENT:		

To whom it may concern,

My name is Lion Mike Falco and I am overseeing the Liqueur Licences for the Darien Lions Club for the upcoming year. since we are a non-profit, we are asking the Mayor to waive the fees for the Summer Concert Series which is on June 26, July 31, and Aug 28 of this year.

Thank you again Lion Mike Falco 630 991 6115

MEMO

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 Dorven Lions Club
ADDRESS 1702 Plainfield Ray PHONE 630 991 6115
TYPE OF EVENT Concert in the Park
LOCATION OF EVENT west wood Park
DATE AND TIME OF EVENT Jone 26th, July 315 Aug 28 6-9 PM
NAME OF APPLICANT OR REPRESENTATIVE Michael Falco
ADDRESS 730 5 SPRING MC PHONE 630 991 G115
NAME OF CHAIRMAN OF EVENT James Buck Michael Falce
ADDRESS 730 5 SPring Are PHONE 630 891-6115
MA AN
Signature of Applicant

FEE: DATE PAID:
1 4
Date Approved: Application Approved:
License No Issued Journ a Marchen
License No. Issued

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. MOTION NO _____

Agenda

AGENDA MEMO CITY COUNCIL May 5, 2025

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

Darien Lions Club has requested a waiver of the fee for the Temporary Liquor License for the 2025 Darien Fest, to be held on August 8-10, 2025, 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 May 5, 2025 City Council Agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May 2025.

AYES:	
NAYS:	
ABSENT:	

From:Michael FalcoTo:Maria GonzalezSubject:Darien fest waiver of feesDate:Wednesday, April 30, 2025 10:07:06 AM

To whom it may concern,

My name is Lion Mike Falco and I am overseeing the Liqueur Licence for the Darien Lions Club for the upcoming year. since we are a non-profit, we are asking the Mayor to waive the fees for the Darien Fest which is on Aug 8 of this year.

Thank you again Lion Mike Falco 630 991 6115

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 Porce Lins Club
ADDRESS 1702 Plainfield Re PHONE 630-991 GIJ
TYPE OF EVENT Dores Cest
LOCATION OF EVENT Work Palk
DATE AND TIME OF EVENT Aug 8t - 10th (500 to (Fa) 1-10 (SAT) - 1- 4500
NAME OF APPLICANT OR REPRESENTATIVE Michael Falce
ADDRESS 730 5 Soing the PHONE 630 -991-6/15
NAME OF CHAIRMAN OF EVENT Michael Falce
ADDRESS 730 550rig Are PHONE 630-821 Chis
Signature of Applicant
FEE: DATE PAID:
Date Approved: Application Approved:
License No. IssuedJoseph 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.

MOTION NO _____

AGENDA MEMO CITY COUNCIL May 5, 2025

Issue Statement

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

BACKUP

Background/History

The Darien Lions Club is hosting Octoberfest, which will be held on Saturday, October 4, 2025. 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 May 5, 2025 City Council Agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May 2025.

AYES:	
NAYS:	
ABSENT:	

From:	Michael Falco
To:	Maria Gonzalez
Subject:	Oktoberfest waiver of fees
Date:	Wednesday, April 30, 2025 10:16:13 AM

To whom it may concern,

My name is Lion Mike Falco and I am overseeing the Liqueur Licences for the Darien Lions Club for the upcoming year. since we are a non-profit, we are asking the Mayor to waive the fees for the Oktoberfest which is on Oct 10th of this year.

Thank you again Lion Mike Falco 630 991 6115

CITY OF DARIEN

APPLICATION FOR TEMPORARY LIQUOR LICENSE

THIS APPLICATION IS FOR: CLASS "J" TEMPORARY LIQUOR LI	CENSE —
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"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 Darcy Lions Club
ADDRESS 1707 Plainfield Red PHONE 630-991-6115
TYPE OF EVENT October Geo
LOCATION OF EVENT was twood PAric
DATE AND TIME OF EVENT $Oct 4^{v} - 1 - 10^{o}$ PM
NAME OF APPLICANT OR REPRESENTATIVE Michael Felce
ADDRESS 730 5 SOM Anc PHONE 630 99/6/15
NAME OF CHAIRMAN OF EVENT TOM Belzab
ADDRESS 7075 Beaching Love PHONE 630-515-0501
M/M

Signature of Applicant

F	EE:	

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 May 5, 2025

ISSUE STATEMENT

A motion accepting the proposal of a 3-year contract including hardware, web application, service and support for five (5) GroundCast sensors from Vaisala, Inc., in an amount not to exceed \$8,000 per year, for a total of \$24,000 for the three-year contract.

BACKGROUND/HISTORY

The Groundcast Sensors would be a compliment to the current Frost-Road Weather Information Systems, (RWIS), which provides limited temperature settings during the winter season. The current equipment is positioned on light poles throughout the City's seven (7) snow regions and allows Staff to view the current ambient air, road surface temperatures along with live field conditions. The GroundCast sensors would further provide an enhanced temperature reading consisting of surface and two subsurface temperatures at depths down to one-foot. Staff does note that the Frost system and the Groundcast Sensors have the ability to read the surface temperatures, while this is duplication, the feature is a standard for all such devices.

The challenge for all Public Works Department is not *all* related to ambient temperatures during snow and ice events, rather road temperatures below the surface. The methodology is referred Temperature-Based Application Rates: The strategy is to adjust the application rate of de-icing products based on the ground and pavement temperatures. When the temperatures are colder, more de-icing material may be needed to achieve the desired result. Adjusting the amount of product used based on the ground temperature reduces costs and provides an optimum treatment in regards to the amount of de-icing liquids materials and/or the combined use that needs to be utilized. The technology and equipment within the Department provides to have the ability to provide an optimal mix and vehicle control settings for icing and deicing.

In general, below are the various types of weather events that occur throughout the winter season:

Light snow storm Light snow storm with period(s) of moderate or heavy snow Moderate or heavy snow storm Frost or black ice Freezing rain storm Sleet storm Blizzard

The program consists of a 3-year contract of five (5) GroundCast sensors units as per the attached proposal labeled as <u>Attachment A</u>. The equipment is installed through coring holes within the roadway. The sensors would provide three temperature readings, surface, and two subsurface temperatures.

GroundCast sensors from Vaisala, Inc. is an exclusive product and service that is solely manufactured and sold by Vaisala, Inc., see <u>Attachment B</u>. Attached as <u>Attachment C</u> is additional literature regarding the Vaisala GroundCast sensor and forecast network.

Vaisala Road Sensors May 5, 2025 Page 2

Account Number	Account Description	FY25/26 Budget	Expenditure
01-30-4815	Vaisala Road Sensors	\$5,000	\$4,000
02-50-4815	Vaisala Road Sensors	\$5,000	\$4,000
Totals		\$10,000	\$8,000

The expenditure would be charged against FY25/26 Budget following account:

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a motion accepting the proposal of a 3-year contract including hardware, web application, service and support for five (5) Groundcast Sensors from Vaisala Inc, in an amount not to exceed \$8,000 per year, for a total of \$24,000 for the three-year contract.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be on the May 5, 2025 City Council agenda for formal consideration.

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

COUNTY, ILLINOIS, this 5th day of May 2025.

AYES:

NAYS:

ABSENT:



weather

Wx Horizon: The easiest way to make data-driven winter maintenance decisions

Quotation #: DARI202501 3/26/2025 Anticipated contract start date: Jun 1, 2025 Term: 3 years Wx Horizon Edition: Pro Network Size (Premium and above only): Not applicable

 Vaisala Customer

 City of Darien Municipal Services

 Primary Contact: Kris Throm – Street Superintendent, kthrom@darienil.gov, 630-514-3453

Billing Contact	Shipping Contact	
Name	Name	
Email	Email	
Address	Address	

Product	Quantity	Annual Unit Price	Annual Price Extended
GroundCast	5	\$1,600	\$8,000
TempCast	0	\$0	\$0
Road Weather Forecast Points	5	\$0	\$0
Network Forecasting	0		
Annual Subtotal			\$8,000

Be proactive and harness the power of turning observations and forecasts into insights and action, including peace of mind integrated alert notifications.

If you have any questions, I'm here to help. You can reach me by email at <u>eric.faulkner@vaisala.com</u> or by phone/text at +1 (720) 241 9073

Assumptions and Stipulations

- 1. Quote is valid for 30 days from issuance
- 2. Installation materials including Fabick epoxy for GroundCast and a telescopic pole for TempCast are included
- 3. Subject to Vaisala General Conditions of Subscription Services (link) and Service description for Cast sensors with Wx Horizon Pro (below): <u>https://www.vaisala.com/en/vaisala-policies</u>
- 4. Wx Horizon & Cast sensor annual price is based on a 3-year term subscription commitment. Shorter terms may be considered at a higher price and can be quoted upon request
- 5. Excludes installation
- 6. Ground Cast Sensors require a minimum mounting depth of eighteen inches (18")
- 7. Customer is responsible for utility locates at desired Ground Cast installation locations
- 8. Cellular NBIOT coverage should be available wherever Verizon has service but must be confirmed at each location prior to installation
- 9. Sensors with updated firmware will be available in June of 2024
- 10. Invoice frequency can be tailored to quarterly, semi-annual, or annual intervals with the default being annual billing

With signature below, City of Darien, IL (Customer) agrees to a 3-year contract commitment for a total of \$24,000 with an annual billing frequency.

Name & Title

Signature

Date

Service description

Vaisala Cast[™] Sensors with Wx Horizon Pro

Vaisala Cast[™] Sensors complement the Vaisala Wx Horizon Pro weather hazard information system with accurate observations from critical locations. With a single Wx Horizon Pro subscription with predictable costs and continuous warranty, users can access both in-situ observations and road weather point forecasts from sensor locations. The Cast Sensors wirelessly collect environmental data from key locations and provide this for Wx Horizon to generate actionable information to help plan road winter maintenance operations.

1. Features

Vaisala Wx Horizon Pro weather hazard information system for road condition situational awareness

- Leverages Vaisala industry-leading sensors and world-class forecasting capabilities
- Provides road weather condition forecasts using Vaisala proprietary road weather model
- Provides access to data through a web user interface optimized for providing support for winter maintenance decisions, and through a REST API

Vaisala Cast™ Sensors

- Utilize Vaisala leading technology to measure key environmental parameters
- Wirelessly connect to Vaisala cloud
- Are fully autonomous with built-in power and communication
- Have minimum 3-year battery lifetime with no maintenance needs

Vaisala Cast[™] Connect mobile application for sensor activation

- Is available free of charge from Google Play Store and vaisala.com
- Intuitively guides the user through the sensor activation process
- Ensures adequate cellular field strength at the installation location

2. Communication

- Cast Sensors are delivered together with a SIM-card for 24/7 connectivity
- Connectivity is subject to activating the sensors using the Cast Connect mobile application to ensure adequate cellular field strength at installation location
- Cellular communication costs are included in the subscription fee
- Data availability is subject to the availability of cellular service

Note: choosing a location with good cellular field strength will increase the battery lifetime of the sensors and make replacement need less frequent. The Cast Connect mobile application will assist by providing a visual indication of field strength before the activation.

3. Data license, access, and security

Vaisala grants the customer a non-exclusive license to use the sensor and the forecast data during the contract term for internal business purposes. A more complete description of the legal terms and conditions governing the subscription service is in the General Conditions of Subscription Services of Vaisala Group:

https://www.vaisala.com/sites/default/files/documents/DOC250754-A-General-Conditions-of-Subscription-Services.pdf.

A 3-year history dataset is stored at Vaisala and is available for the customer through the user interface and API.

The API is a cloud-hosted REST API deployed to multiple service regions for performance and resilience.

Data security is ensured in all parts of the data chain:

- Public key infrastructure (PKI) is used for managing device certificates
- TLS/DTLS secure protocols are used for data transmission
- Security audited SW components are used in cloud system software

4. Sensor shipping, installation, and replacement

- Upon reception and confirmation of a subscription order, Vaisala will ship the Cast Sensor hardware to the customer. The sensor will remain the property of Vaisala.
- The customer is responsible for installing the sensor according to the instructions and using the tools provided by Vaisala. Vaisala has no responsibility for incorrectly installed sensors and the effects thereof. The customer is responsible for ensuring that all laws and local regulations related to safety, environmental compliance, road closures, and site installation procedures are followed.
- Vaisala will monitor the sensors 24/7/365 and will proceed to ship replacement sensors in case of data loss due to non-functional sensor hardware, for example loss of battery power.
- Before shipping a replacement unit, Vaisala will contact the customer for a confirmation.
- Replacements included in the subscription fee only apply to sensors with no physical damage beyond normal wear and tear. In the event there is physical damage, a fee may apply for the sensor replacement.
- De-installation of old sensors and installation of replacement sensors are not included in the subscription fee. Please contact Vaisala sales to discuss and get a quote for the installation work.
- The customer is responsible for the removal of sensors after their lifetime and recycling them according to local regulations and instructions provided by Vaisala. Failing to do this, the customer accepts full liability for any environmental or hazard-related issues. The customer will also have an option to ship the sensors at their own cost to Vaisala for recycling.

5. Invoicing

The invoicing period for the Wx Horizon Pro subscriptions is 12 months, unless otherwise specified in purchase documentation. Invoicing period starts 30 days after the shipment of the Vaisala Cast Sensors associated with the subscription.

6. Technical support

Vaisala support team is available 365 days a year to receive service requests through

MyVaisala support channel. See the local contact details at <u>www.vaisala.com/en/support</u>.

The official language of the technical support is English.

7. Service availability

Vaisala strives to keep the service available 24/7, excluding necessary maintenance breaks or downtime caused by interruptions in services beyond Vaisala control, such as cloud or cellular service provider. For a more complete description, refer to the General Conditions of Subscription Services of Vaisala Group.

8. Maintenance and service breaks

We generally provide scheduled maintenance and updates of the Wx Horizon service without breaks to service availability or data measurement collected from Vaisala products. If maintenance or updates cannot be carried out without a break to the service availability, we will notify customer of such breaks through email and/or the Wx Horizon service itself. In case there are unexpected service breaks, we shall within normal office hours attempt to recover the service as soon as possible.

9. Summary of responsibilities

Vaisala responsibility	Customer's responsibility
 Delivers sensor units upon start of the subscription and in case of data loss due to faulty sensor hardware 	 Adopts and pays periodic subscription fees, in accordance with the applicable terms and conditions
 Provides a SIM card and cellular data communication 	 Installs sensors based on instructions and tools provided by Vaisala, observing laws
 Provides an account and credentials for cloud hosted Wx Horizon software, with the Wx Horizon Pro feature set 	 and local regulations Removes and recycles sensors according to local regulations
 Monitors sensors and proactively reacts to data interruptions 	
 Provides observation and point forecast data for sensor locations through an API and on the Wx Horizon cloud user interface 	



MEMO

Vaisala Inc.: Sole Source Supplier of Wx Horizon, GroundCast, and TempCast Products

To whom it may concern:

Vaisala Inc. is the only manufacturer and provider of the Wx Horizon, GroundCast, and TempCast products. Both the hardware and software components of these solutions are exclusively developed and manufactured by Vaisala Inc. To the best of our knowledge, there are no comparable products available for purchase or subscription in the United States. While there are other software and equipment providers, only Vaisala has combined these technologies (measurement of environmental observations combined with road weather forecasts) and made them available together on a subscription basis.

Sincerely,

Ben Brown Head of Xweather Roads

Marc 26, 2025



Aveather confidence of anter operation of the second secon

Wx Horizon is a winter maintenance subscription service that delivers data-driven . insights into current and future weather conditions across your entire network

Start free trial

Get the eBook

Know your network

Winter road maintenance requires comprehensive weather insights across your entire network. Fact is, generic forecasts based on limited observations lead to inefficient decisions, wasted resources, and compromised safety. Wx Horizon gives you network-wide weather confidence in winter operations, enabling you to maxe data-driven decisions that reduce environmental impact, target treatments precisely where needed, and enhance road user safety.

What's your winter maintenance use case?



Cities and municipalities

Optimize your community's winter operations with accurate weather insights. Minimize unnecessary salt usage, make smarter call-out decisions, and receive timely notifications for the conditions that matter most to you.

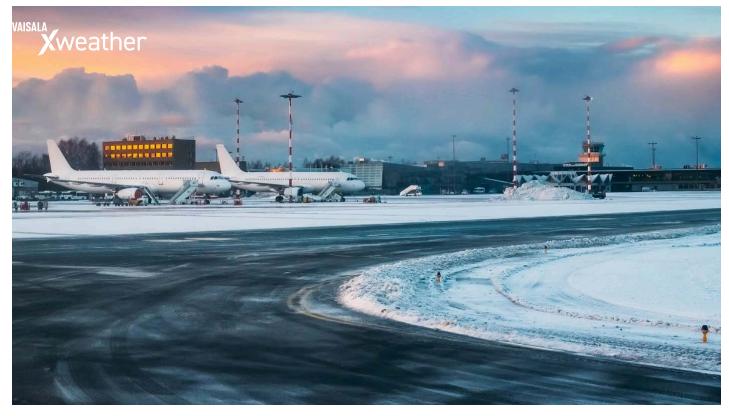
Wx Horizon for cities & municipalities \rightarrow



Transportation agencies

Get precise, actionable insights into current and future winter weather impacts across your transportation network, enabling better decision-making and safer highways and interstates.

<u>Wx Horizon for transportation agencies</u> \rightarrow



Airports

Understand the impact of winter weather on your entire airport with accurate, actionable insights into current and future conditions.

<u>Wx Horizon for airports</u> \rightarrow

Client stories



Alabama Department of Transportation

"Wx Horizon pulls all the data we need from the TempCast and GroundCast sensors to give us the ground truth plus really accurate near-term forecasting in one place. We can be a lot more efficient and accurate in maintaining the road network, and it's cost-effective which is important."

Read the story 7



Cranberry Township, PA

"We have found the Wx Horizon data to be invaluable in winter maintenance and after one season has shown significant cost savings in both overtime labor and materials."

Read the story \rightarrow



City of Independence, MO

"Instead of bringing in people at midnight or before... we said, hey, let's do it—built our forecast and operations around Wx Horizon forecast, and we were able to save almost \$10,000 in material and staff time in that one 12 hour shift..."

Read the story \rightarrow

Features for efficient winter maintenance planning



Insights dashboard

Access tailored weather briefings whenever you need them. The dashboard transforms complex weather data into clear, visual insights, allowing you to quickly identify critical scenarios across your network—no

constant monitoring required.



72-hour road weather network forecast

Determine where and when weather conditions will affect your roads up to 72 hours in advance. Identify affected areas and target treatments selectively.



Status layers for critical parameters

View data layers showing surface condition, surface temperature, grip, and air temperature.



Live grip data from connected cars

Access data from vehicle sensors on your roads to assess the effectiveness of your winter maintenance operations and identify sections that require further treatment.



Alert notifications

Create and receive alerts for your road network to keep you and your team informed at all times.



10-day atmospheric weather forecasts, radar, wind speed, satellite and more

The forecast provides weather conditions, wind, temperature, and precipitation. Use radar, satellite, and "feels like" temperature data for additional information.

24h summary						Road n	etwork	forecast	and observa	tions	
6 weather events	% of netw	ork impacted	Min. surface temperature	Next crossing 32 °F	Min. grip	Time		Max. precip.	Max. wind mph	Min.surface temp. ⁹ F	Most severe state
4 2	High 7 %	Low 15 %	28.4 °F	Oct 7, 2024 12:30 7 above 32 ° Oct 8, 2024 2:00	0.7	10:00		0.1 inch/h	27.3</td <td>37.9</td> <td>Meiting</td>	37.9	Meiting
			Oct 7, 2024 20:00		Oct 7, 2024 18:00	11:00	00	0.07 inch/h 0.08	\$ 27.5	34.3	prowfill
Bourly min. and max. pre-	cipitation		Max. impact on Oct 7, 1	2024 21:30	+	12:00	\$	inch/h 0.08	V 24	32	snouth
+ Snow 0.15 in	:h/h					13:00	-	inch/h 0.08	7 20.9	32	
BROOK	88088.					14:00	-	inch/h 0.15	₽ 19.9		
	22.05 0.00 0ct 8	400 800	-			15:00	-	inch/h 0.15	₽ 19.8	30.3	200
	0.018					16:00	<u></u>	inch/h 0.15	19.2		
Weather events			- callina			17:00	6	inch/h 0.11	18.4		ice.
			- Lamon			18:00	8	inch/h 0.11	₽ 17,8	28.5	
			11	Contraction CA	F boon	19:00	60 00	inch/h 0.09	P 18.1		1000 C
			17	010	5 - C	20:00	6	in shifts	3> 18.8	28.4	ice
12:00 16:00	20.50 0.00 0x 8	6.00 2.00	-X-	a st	HUNICESTON	Overnig	ht obser	vation sur	nmary Oct 7, 2	024 0:06	
Risk of Ice Form			77	and	N/	Station			Ain surface temp	p. ↓	Time
\$ Oct 7, 2024 12:00	Duration 13 h	Max impact Oct 7, 2024 23:00	5	5	Y	Tunnel	на		17.66 °F		23:20
To Oct 8, 2024 1:00	Min. Surface temperature 32.0 °F	Network 15 %	Y	N	1~	Dilston	Bypass	1	i3.78 °F		22:50
Snow			June -	(appropriate)	11	Constitu	ution Hill	())	'emp. not availat	ble	N/A
Prom Oct 7, 2024 13:30	Duration 12 h	Max. Impact Oct 7, 2024 20:30		- < 1	James 1	Vince's	Saddle	đ	'emp. not availat	ble	N/A
To Oct 8, 2024 2:00	Max. Snow depth 0.5 Inch	Network 6%		7	- Jui						
ICE From Oct 7, 2024 14:30 To Oct 8, 2024 2:00	Duration 11 h Min. Surface temperature 29.1 °F	Max. impact Oct 7, 2024 22:30 Network 6 %			All and All an						
Cold Road Temp		1000000000000			name High						
g From	Duration	Max impact		4	и ок	_					

Deliver targeted treatments with confidence

Ensure you treat when and where needed by capturing the nuances that other, more generic forecasts miss. Get 72-hour forecasts for specific locations, routes, and entire regions, driven by the latest readings from fixed and mobile data sources across your network.

Wx Horizon is powered by Xcast, Xweather's forecasting technology that leverages hyperlocal sensor data, other comprehensive datasets, and advanced Machine Learning.



Increased assurance and network awareness

Gain full network-wide awareness of current road conditions and an understanding of driver experiences out on your network. Monitor the current road conditions from road sensors and vehicle data from across your network.

Dashboard	All Shared Personal Search	a	Creats alert rule
Мар			
Forecast	Surface Temp Above 90 Johns Island	, Surface Temp Above 90	
Station summary	Seattle Temperature 1464 RWFP Seattle WA) 🐵 Subscribe 🜒 🛛 🗷 Use default notification sertings	
Alerts -	Snow forecast in next 12 hours All observed data points, All road weather fo	Rule will be effective on following areas	
Alert rules	Snow and ice forecast for NA in next 72 Hours All road weather forecast points	Monitored locations	
Settings •	Frost within 24 hours	Johns Island	
	A Pavement below 32 Johns Island	Activation: Trigger alert when Alert conditions are met in the next 0 min	
	Pavement above 125 Johns Island	Alert conditions: Alert me when	
	Wet pavement in 3 hours Old Austin Peay over Jackson Ave, Aquilia Ro	Surface temperature is above 90 °F	
	Pavement Above 125F MSA Thruway	Deactivation: Clear alert when Alert conditions have no longer been met for 30 min	
	Low grip 1464 RWEP Synacube NY	Shared Shared Shared Stared: Everyone in my organisation can subscribe to this alert rule Alerts triggered by this alert rule do not need to be acknowledged by a user	
		Edit	
년 User guide			
⑦ Contact us			

Always informed, instantly alerted

Access real-time weather insights across your entire network, updated every 10 minutes from stations and IoT sensors, with comprehensive network-wide updates every 30 minutes. Wx Horizon continuously monitors all incoming data, notifying you instantly via SMS, email, or voice mail when conditions become hazardous anywhere on your network. This constant flow of intelligence empowers you to make confident decisions at any time, plan operations with precision, and respond swiftly to changing conditions before they impact your operations.



Everything you need to know to get started with data-driven winter maintenance

As a decision-maker responsible for the safety of your community's roadways, you face the daily challenge of ensuring safe travel during winter conditions. There is both a pressing need and an excellent opportunity to improve and upgrade your methods and approaches.

This guide explores and compares a variety of data sources available to you. It will help you develop a truly data-driven approach that is not only efficient and effective but also tailored to the unique needs of your road network.

Get the guide

Pricing

Choose a plan that works for you.

30-DAY FREE TRIAL

Free

Experience Wx Horizon for yourself. Sign up today and start your free trial straight away.

- 72-hour road weather forecasts at 5 locations on your network
- Alert Notifications
- Radar, satellite, national weather hazards, and 10-day weather forecasts

 $\underline{\text{Sign up}} \rightarrow$

https://www.xweather.com/wxhorizon#features

PRO		
Starting at		
\$ 8,000 /yr		

Proactive data-driven decision-making using multiple data points in your network.

- 5 Vaisala Xcast Sensors (more available at extra cost)
- **Point forecasts**: 72-hour road weather forecasting for 5 locations (more available at extra cost)
- Observation-enhanced road weather forecasts for each sensor/station location
- Integrate your Weather Station and Xcast Sensor data
- Alert notifications
- Radar, satellite, national weather hazards, and 10-day weather forecasts
- Camera images
- Dashboard overview
- Connected car data (available at extra cost)

Book a call to learn more \rightarrow

PREMIUM

starting at **\$9,400**/yr

Premium delivers road weather intelligence for current and future conditions across your entire network.

- **Network forecasts**: 72-hour road weather forecasts for all your routes, regions, and entire road network
- Observation-enhanced road weather forecasts for each sensor/station location
- Integrate your Weather Station, Xcast Sensor and Mobile Sensor data
- Alert notifications
- Radar, satellite, national weather hazards, and 10-day weather forecasts
- Camera images
- Dashboard overview
- Connected car data (available at extra cost)

Book a call to learn more \rightarrow

FAQs

Are the forecasts in Wx Horizon any better than what you can get for free from other applications and websites?	+
What happens if a Cast sensor stops working?	+
What is a road weather forecast point?	+
How do you forecast at the virtual road weather forecast points?	+
What is the best way to improve the accuracy of my forecasts?	+
How do you create a forecast?	+
How far ahead can you forecast?	+
Can I trust a long-term forecast?	+
How often does the pavement forecast information get updated?	+
Is there human input into the forecasting?	+
How many sensors do I need?	+

Products

Xweather Observe

Xweather Optimize

Xweather Protect

WeatherDesk

Xweather Powerup

Wx Horizon

RoadAl

Weather API and Maps

Raster Maps

Developer

SDKs + toolkits

Resources

Documentation

Company

Contact

Support

Vaisala

Newsletter

Media and PR

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MOTION NO.

AGENDA MEMO City Council May 5, 2025

ISSUE STATEMENT

A motion authorizing the purchase of the Phase 4-Leak Logger Program, consisting of 217 leak logger units from Gutermann Inc., in an amount not to exceed \$219,441.70. See Exhibit A.

BACKGROUND/HISTORY

The logger system is the Phase 4 of 4 to be utilized by the Water Division to proactively locate and pinpoint leaks while they are small. The detectors, (loggers) are placed in water vaults and/or hydrant auxiliary valves. The loggers detect leaks through sound waves. When a leak occurs, the sound will amplify from the pipe and the adjacent ground area. As the detection state changes, a water sensor will be awakened on the radio and send data to a wireless gateway. Through a correlation process the loggers calculate the origin of the leak and process the information through the Gutermann I-Cloud gateway service. The cloud-based technology than sends an alert to a monitoring app on a mobile device or desktop application. The loggers provide daily monitoring, 365 days a year.

This program is considered Phase 4 of 4 and is budgeted over a three-year program, pending budget considerations. The cost of the entire program will be approximately \$616,000 with reoccurring costs after the initial five years of each phase. Please note the program was presented and approved under a City Council agenda memo dated March 6, 2023, see <u>Attachment A</u> followed by the subsequent purchases, Phase 2 and Phase 3 attached and labeled as <u>Attachment B</u>. The pricing continues to be maintained as originally proposed. <u>Attachment C</u>, is a breakdown of Phase 4. The breakdown further illustrates a capital reduction due to specific items that are not required. The reoccurring costs, hosting costs, will be budgeted beginning 2027/2028.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
	Capital Purchases Leak Detection			
02-50-4815	Equipment & Data Loggers	\$220,000.00	\$219,441.70	\$558.30

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends a motion authorizing the purchase of the Phase 4-Leak Logger Program, consisting of 217 leak logger units from Gutermann Inc., in an amount not to exceed \$219,441.70.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be placed on the May 5, 2025 City Council agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of May 2025. AYES:

NAYS:			
ABSENT:			

AGENDA MEMO City Council March 6, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of the Phase 1-Leak Logger Program, consisting of fiftytwo leak logger units from Gutermann Inc., in an amount not to exceed \$58,965.

RESOLUTION

BACKGROUND/HISTORY

The proposed leak detection system would be utilized by the Water Division to proactively locate and pinpoint leaks while they are small. The detectors, (loggers) are placed in water vaults and/or hydrant auxiliary valves. The loggers detect leaks through sound waves. When a leak occurs, the sound will amplify from the pipe and the adjacent area. As the detection state changes, a water sensor will be awakened on the radio and send data to a wireless gateway. Through a correlation process the loggers calculate the origin of the leak and process the information through the Gutermann I-Cloud gateway service. The cloud-based technology than sends an alert to a monitoring app on a mobile device or desktop application.

This program will also eliminate the need to outsource leak locating services at a cost of approximately 15,000-20,000 per year. The loggers will provide monitoring 24 hours per day 365 days a year. The program will have hosting costs after the initial five years, see attached sheet labeled as <u>Attachment A</u>.

This program is considered Phase 1 of 4 and is budgeted over a four-year program, pending budget considerations. The cost of the entire program will be approximately \$616,000 with reoccurring costs after the initial five years of each phase. As stated in the attached email, the pricing will be good for the entire project, see <u>Attachment B</u>. A further evaluation on the the return on investment throughout each phase was calculated and the program would pay for itself in 2.25 to 2.5 years. The reoccurring costs would be budget beginning 2027/2028. Please see <u>Attachment A</u>, summarizing the phases and costs.

Staff reviewed leak logger manufacturers and contacted municipalities that have deployed such systems. Upon review, it was determined that two vendors would meet the needs for the City of Darien. As additional information, <u>Attachment C</u> is technical information regarding the system.

VENDOR	PHASE 1 COST	PHASE 2 COST	PHASE 3 COST	PHASE 4 COST	TOTAL COSTS
Guttermann	\$58,965	\$209,000	\$209,000	\$209,000	\$685,965
Subsurface Solutions	\$65,624	\$244,000	\$244,000	\$244,000	\$797,624

Staff had solicited quotes for the leak loggers and received the following competitive quotes:

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
	Capital Purchases Leak Detection			
02-50-4815	Equipment & Data Loggers	\$ 66,000	\$ 58,965	\$ 7,035

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of the Phase 1-Leak Logger Program, consisting of fifty-two leak logger units from Gutermann Inc., in an amount not to exceed \$58,965.

ALTERNATE DECISION

As recommended by the City Council.

<u>DECISION MODE</u> This item will be placed on the March 6, 2023 City Council agenda for formal consideration.

PHASE 1 OF 3 ALL INCLUSIVE 5 YEAR COST

						Gutermann - ZONESCAN NB-
DESCRIPTION	QUANTITY	UNIT		Unit Cost	Discount	IOT
ZS-NBIOT-PROG-KIT	1	EACH	s	250.00	0%	\$ 250.00
ZS-NBIOT-KIT-90-29	52	EACH	\$	1,365.00	25%	\$ 53,235.00
NBIOT-SIMCARD	52	EACH	s	55.00	0%	\$ 2,860.00
ZS-LB-ANTENNAS	52	EACH	s	30.00	100%	s -
Training - On Site Includes One day of training, travel and expenses	1	LUMP SUM	s	2,500.00	0%	\$ 2,500.00
Shipping	3	EACH	s	40.00	0%	\$ 120.00
TOTAL COST INCLUSIVE- FIVE YEARS						\$ 58,965.00

PROGRAM 1 OF 3 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING COST	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	52	MONTHLY	\$ 1.50	\$ 936.00	\$ 4,680.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	52	MONTHLY	\$ 0.92	\$ 572.00	\$ 2,860.00	N/A
Total Recuuring Cost Years 6-10				\$ 1,508.00	s 7,540.00	N/A
Sensor Battery Replacement - Every 8 years	52	EACH	S 20.00	\$ 130.00	\$ 650.00	S 1,040.00
Total Recurring Cost-Year 8				\$ 1,638.00	S 8,190.00	s 1,040.00

	PHASE 1		AVERAG	E ANNUAL			REDUCED AVER	AGE
RETURN ON INVESTMENT	INVEST	MENT	WATER	LOSS COST	SAVINGS		ANNUAL WATEF	LOSS COST
PHASE 1-52 LOGGERS	\$	58,965.00	\$	(327,084.14)	s	58,965.00	5	(268,119.14)

PHASE 2-

Break Size: 1/16" x 180 Degrees of 360										
		Price per 1,000 gallon-								
Pipe Diameter Per Inch	Daily Loss in Gallons	Wholesale	Annual Loss in Gallons	Annual Cost						
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68						
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67						
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04						
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72						
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81						
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49						
16	364 900	\$ 4.97	133 188 500	\$ 661.946.85						

	Break Size: 1/16" x 360 Degrees										
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost							
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96							
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13							
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08							
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44							
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61							
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97							
16	729.900	\$ 4.97	266.413.500	\$ 1.324.075.10							

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS RATE IS AVERAGE DUE TO LMO REPPORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084.14
2021	7.509	136,19	49,711,17	s 4.97	\$ (247,064.54
2020	14.009	274,00	100,012,920	s 4.97	s (497,064.21
2019	6.609	113,98	41,604,160	\$ 4.96	\$ (206,356.63
2018	9.409	179,28	65,440,120	s 4.92	\$ (321,965.39
2017	18.209	389,810	142,281,000	S 4.85	-\$690,062.8
2016	14.409	292,000	106,580,000	S 4.80	-\$511,584.01
**2015	14.809	274,000	100,010,000	S 4.85	-\$485,048.50
*2014	4.559	99,200	94,535,000	\$ 4.68	-\$442,423.80
2013	3.189	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.769	89,233	32,569,665	\$ 2.73	-\$88,915.20
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase.

**New standards implemented for calculations-First standard goal is to be under 12% water loss

(4,385,307.58)

s

PHASE 2 OF 4 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	OUANTITY	UNIT		init Cost	Discount		Gutermann - NESCAN NB-IOT
ZS-NBIOT-PROG-KIT	QUANITY	EACH		250.00	Discount 0%	£0?	250.00
ZS-NBIOT-FROG-KIT ZS-NBIOT-KIT-90-29	193	EACH	s	1.365.00	30%	ŝ	184.411.50
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	-
SAMSUNG ACTIVE TABLET	1	EACH	\$	1,000.00	0%	\$	1,000.00
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	s	2,500.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	1	PER DAY	s	1,000.00	0%	\$	1,000.00
ShippingEstimated	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS						\$	199,876.50

PHASE 2 OF 4 ANNUAL RECURRING COST YEARS 6-10

PHASE 2 OF 4 ANNUAL RECURRING COST TEARS 6-10							
Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST		ANNUAL RECURRIN	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1	.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.	.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recuuring Cost Years 6-10					\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.	.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8					\$ 6,079.50	\$ 30,397.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL SAVINGS	AVERAGI WATER I WITH SA'		5 YI SAVI	EAR ANNUAL	ANNUAL PERCENTAGE SAVINGS BASED (TOTAL INVESTMI	
PHASE 1-52 LOGGERS	\$ 58,965.00	******	\$ 58,965.00	\$ (2	68,119.14)	\$	(1,340,595.72)	8	8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$(268,119.14)	\$ 258,841.50	\$	(9,277.64)	\$	(46,388.22)	37	1.7%
TOTALS	\$258,841.50	N/A	N/A	N/A		N/A		46	5.3%
TOTAL INVESTMENT COST	\$685,965,00								

WATER LOSS CHART AND WHOLESALE COST

WATER LOSS CHART AND WHOLESALE COST									
Break S	ize: 1/16" x 180 Deg	grees of 360				Break Size:	1/16" x 360 Degre	es	
	Daily Loss in	Price per 1,000	Annual Loss in			Daily Loss in	Price per 1,000	Annual Loss in	
Pipe Diameter Per Inch	Gallors	gallon-Wholesale	Gallons	Annual Cost	Pipe Diameter Per Inch	Gallons	gallon	Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68	2	91,100	\$ 4.97	33,251,500	\$ 165,259.94
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67	4	182,500	\$ 4.97	66,612,500	\$ 331,064.1
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04	6	273,600	\$ 4.97	99,864,000	\$ 496,324.00
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72	8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81	10	456,200	\$ 4.97	166,513,000	\$ 827,569.6
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49	12	547,400	\$ 4.97	199,801,000	\$ 993,010.93
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85	16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

			UNACCOUNTABL		WHOLESALE COST PER	
		UNACCOUNTABL	E FLOW -	UNACCOUNTABLE	1000 GALLONS-RATE IS	
		E FLOW	GALLONS PER	FLOW - GALLONS	AVERAGE DUE TO LMO	
	WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	DAY	PER YEAR	REPPORTING CALENDER	WHOLESALE COST
	2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084
	2021	7.509	136,19	49,711,175	\$ 4.97	\$ (247,064
	2020	14.009	274,00	100,012,920	\$ 4.97	\$ (497,064
	2019	6.609	113,98	41,604,160	\$ 4.96	\$ (206,356
	2018	9.409	179,28	65,440,120	\$ 4.92	\$ (321,965
	2017	18.209	389,810	142,281,000	\$ 4.85	-\$690,06
	2016	14.409	292,00	106,580,000	\$ 4.80	-\$511,584
	**2015	14.809	274,00	100,010,000	\$ 4.85	-\$485,048
	*2014	4.559	99,20	94,535,00	\$ 4.68	-\$442,423
	2013	3.189	69,20	25,258,000	\$ 3.03	-\$76,531
	2012	3.769	89,23	32,569,669	\$ 2.73	-\$88,915
	2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560
	2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321
	2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456
	2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,711
	2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793
	2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637
	2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,18
AVERAGE		5.55%	129,080	47,114,200	\$ 2.73	-\$128,621

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE 3 OF 4 ALL INCLUSIVE 5 YEAR COST

							Gutermann -
DESCRIPTION	QUANTITY	UNIT	τ	nit Cost	Discount	ZON	ESCAN NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$	250.00	0%	\$	250.00
ZS-NBIOT-KIT-90-29	193	EACH	\$	1,365.00	30%	\$	184,411.50
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	
SAMSUNG ACTIVE TABLET	0	EACH	\$	1,000.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$	2,500.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	2	PER DAY	s	1.000.00	0%	s	2.000.00
Shipping Estima ted	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS	i	i	1			ŝ	199,876,50

PHASE 3 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNITO	COST	ANN	UALRECURRI	FIVEY	EAR COST	EIGHTY	EAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$	1.50	\$	3,474.00	s	17,370.00	N/A	
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$	0.92	\$	2,123.00	s	10,615.00	N/A	
TotalRecuuring Cost Years 6-10					\$	5,597.00	\$	27,985.00	N/A	
Sensor Battery Replacement - Every 8 years	193	EACH	\$	20.00	s	482.50	\$	2,412.50	\$	3,860.0
Total Recurring Cost-Year 8					s	6,079.50	s	30,397.50	s	3,860.0

		AVERAGE				ANNUAL
RETURN ON INVESTMENT	INVESTMENT	ANNUAL WATER LOSS	ANNUAL	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS		PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)		\$ (268,119.14)		8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE 3 -193 LOGGERS	\$199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
TOTALS	\$458,718.00	N/A	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$685,965.00					

WATER LOSS CHART AND WHOLESALE COST

Br cak 5	ize: 1/16" x 180 De	grees of 360				Break Size: 1/	16" x 360 Degrees		
	Daily Loss in	Price per 1,000 gallon-	Annual Loss in				Price per 1,000	Annual Loss in	
Pipe Diameter Per Inch	Gallors	Wholesale	Gallors	Annual Cost	Pipe Diameter Per Inch	Daily Loss in Gallons	gallon	Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68	2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67	4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
б	136,800	\$ 4.97	49,932,000	\$ 248,162.04	6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72	8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81	10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49	12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85	16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

				WHOLFSALE COST PER	
	UNACCOUNTABL	UNACCOUNTABLE	UNACCOUNTABLE	1000 GALLONS-RATE IS	
	EROW	FLOW - GALLONS PER	FLOW - GALLONS	AVER AGE DUE TO LMO	
WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	DAY	PER YEAR	REPFORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084
2021	7.509	136,193	49,711,175	\$ 4.97	\$ (247,064
2020	14.009	274,008	100,012,92	\$ 4.97	\$ (497,064
2019	6.607	113,984	41,604,160	\$ 4.96	\$ (206,356
2018	9.409	179,288	65,440,12	\$ 4.92	\$ (321,965
2017	18.209	389,810	142,281,000	\$ 4.85	-\$690,062
2016	14.409	292,000	106,580,000	\$ 4.80	-\$511,584
**2015	14.809	274,000	100,010,000	\$ 4.85	-\$485,048
*2014	4.35%	99,20	94,535,000	\$ 4.68	-\$442,423
2013	3.189	69,200	25,258,000	\$ 3.03	-\$76,531
2012	3.769	89,232	32,569,69	\$ 2.73	-\$88,915
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185
VERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.

* A major leak was idneified at Cass Ave and South Fontage R-baccounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE 4 OF 4 ALL INCLUSIVE 5 YEAR COST

						Gut	termann - ZONESCAN
DESCRIPTION	QUANTITY	UNIT		Unit Cost	Discount		NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$	250.00	0%	\$	250.00
ZS-NBIOT-KIT-90-29	193	EACH	\$	1,365.00	30%	\$	184,411.50
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	-
SAMSUNG ACTIVE TABLET	0	EACH	\$	1,000.00	0%	\$	-
						_	
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$	2,500.00	0%	\$	-
Training - On Site Includes One day of training, travel and expenses- CONTINGENCY		PER DAY		1.000.00	0%	s	2,000.00
			3				
ShippingEstimated	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS						s	199,876.50

PHASE 4 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING O	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recuuring Cost Years 6-10	193			\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8				\$ 6,079.50	\$ 30,397.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS		ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$ 199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE 3 -193 LOGGERS	\$ 199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
PHASE 4 -193 LOGGERS	\$ 199,876.50	\$ 449,440.36	N/A	N/A	N/A	N/A
TOTALS	\$ 658,594.50	s -	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$ 685,965.00					

WATER LOSS CHART AND WHOLESALE COST

Break S	Size: 1/16" x 180 Deg	rees of 360		
		Price per 1,000 gallon-		
Pipe Diameter Per Inch	Daily Loss in Gallons	Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85

Break Size: 1/16" x 360 Degrees									
		Pr	rice per 1,000	Annual Loss in					
Pipe Diameter Per Inch	Daily Loss in Gallons		gallon	Gallons		Annual Cost			
2	91,100	\$	4.97	33,251,500	\$	165,259.96			
4	182,500	\$	4.97	66,612,500	\$	331,064.13			
6	273,600	\$	4.97	99,864,000	\$	496,324.08			
8	364,800	\$	4.97	133,152,000	\$	661,765.44			
10	456,200	\$	4.97	166,513,000	\$	827,569.61			
12	547,400	\$	4.97	199,801,000	\$	993,010.97			
16	729,900	Ś	4.97	266.413.500	Ś	1.324.075.10			

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS-RATE IS AVERAGE DUE TO LMO REPPORTING CALENDER	WHOLESALE COST
2022	9.80%	177,099	64,641,135	\$ 5.06	\$ (327,084.14)
2021	7.50%	136,195	49,711,175	\$ 4.97	\$ (247,064.54)
2020	14.00%	274,008	100,012,920	\$ 4.97	\$ (497,064.21)
2019	6.60%	113,984	41,604,160	\$ 4.96	\$ (206,356.63)
2018	9.40%	179,288	65,440,120	\$ 4.92	\$ (321,965.39)
2017	18.20%	389,810	142,281,000	\$ 4.85	-\$690,062.85
2016	14.40%	292,000	106,580,000	\$ 4.80	-\$511,584.00
**2015	14.80%	274,000	100,010,000	\$ 4.85	-\$485,048.50
*2014	4.55%	99,200	94,535,000	\$ 4.68	-\$442,423.80
2013	3.18%	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.76%	89,232	32,569,669	\$ 2.73	-\$88,915.20
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

(4,385,307.58)

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Regina Kokkinis

From: Sent: To: Subject: Dan Gombac Wednesday, February 22, 2023 3:17 PM Regina Kokkinis Leak Loggers

Need to incorporate email into agenda memo that the prices will be held.

From: Kris Throm <kthrom@darienil.gov> Sent: Wednesday, February 22, 2023 10:23 AM To: Dan Gombac <dgombac@darienil.gov> Subject: FW: Checking In

See below for Gutermann pricing.

Thanks,

Kris Throm City of Darien Municipal Services Superintendent (630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DIRECT CONNECT Follow the link below and subscribing is simple! <u>http://www.darien.il.us/Reference-Desk/DirectConnect.aspx</u>

From: Cameron Keyes <<u>cameron.keyes@gutermann-water.com</u>>
Sent: Tuesday, February 21, 2023 12:36 PM
To: Kris Throm <<u>kthrom@darienil.gov</u>>
Subject: Re: Checking In

Hello Kris,

Thanks for the email. The pricing will be good for the entire project!

As for a trial and a Western Springs contact yes. I say we set up 10 or so loggers in your system ASAP. I'll be in the area for WaterCon the week of March 20th. Do you want to schedule something for the 23rd?

Looking forward to it.

Cameron Keyes

Director - North America : Gutermann, Inc.

C: 603-320-9166 F: 603-292-6171

www.linkedin.com/in/cameronkeyesgutermann



Correlating Loggers & Permanent Monitoring Systems

ZONESCANA: P.O.

Smallest correlating radio logger on the market.

- Correlating loggers with high pinpointing accuracy for mobile applications (Lift & Shift or Drive-by)
- Intuitive and versatile Android software ZONESCAN Smart for use with phones and tablets
- Optional data upload to ZONESCAN Net cloud service
- Optimised battery life

Fixed Distribution Network Monitoring

ZONESCAN

Compact permanently installed noise loggers with direct NB-IoT data communication to the Gutermann Cloud.

- Robust data communication of the logger from the chamber to the cloud, even through cast iron lids
- Automatic synchronisation of loggers for accurate leak pinpointing (full correlation)
- NB-IoT is perfect for environmental monitoring thanks to excellent deep coverage, low communication costs and high energy-efficiency
- Easy installation with ZONESCAN INSTALL Battery changeable in the field

ZONESCAN ALP AV

Fully correlating monitoring system with complete RF infrastructure.

- Award-winning permanent monitoring system for municipalities without reliable NB-IoT cell coverage
- Fully automatic and highly accurate leak alarming and pinpointing
- Sophisticated Gutermann Cloud software with map-based views, dashboards reports and event management tools
- Hundreds of systems installed around the world

Fixed Trunk Main Monitoring

HISCAN

Permanent trunk main monitoring with hydrophones.

- Daily automatic correlations and near real-time leak alarms
- Precise pinpointing even of small emerging leaks
- Increased sensitivity even on plastic pipes using redesigned hydrophones
- Long distances between measuring points
- Energy independence thanks to solar panels
- Upload of data to the ZONESCAN Net cloud

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Gutermann AG Landis + Gyr-Strasse 1 CH-6300 Zug, Switzerland T. +41 41 7606033 F. +41 41 7606034 E. info@gutermann-water.com W. gutermann-water.com



MULTISCAN 🖋 ZONESCAN 🗱 🕬 🔊 🖓 🖓 🖓 🖉

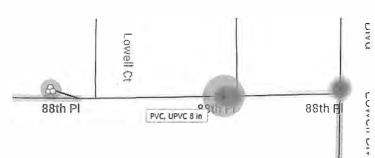


Product: MULTISCAN

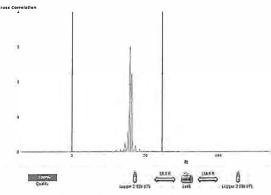
Type: Real-Time/Overnight Multi-point Correlator

Utility/Company: Westminster, CO Pipe Material/Diameter: 8" PVC Main Correlation Quality(s): 100% Time of Measurement: 8:37 A.M.

Summary: Leak was found after a pro-active leak survey, aimed at reducing non-revenue water. Three (3) sensors produced three leak correlations; one directly at the T-intersection between two sensors placed on Lowell Blvd, and two directly on the leaky hydrant's position, on 88th Pl. The leak was due to a corroded hydrant shoe valve, which was later replaced.







ZONESCAN NET Correlation Graph



ZONESCAN NET Street View



Leak on Corroded Hydrant Shoe



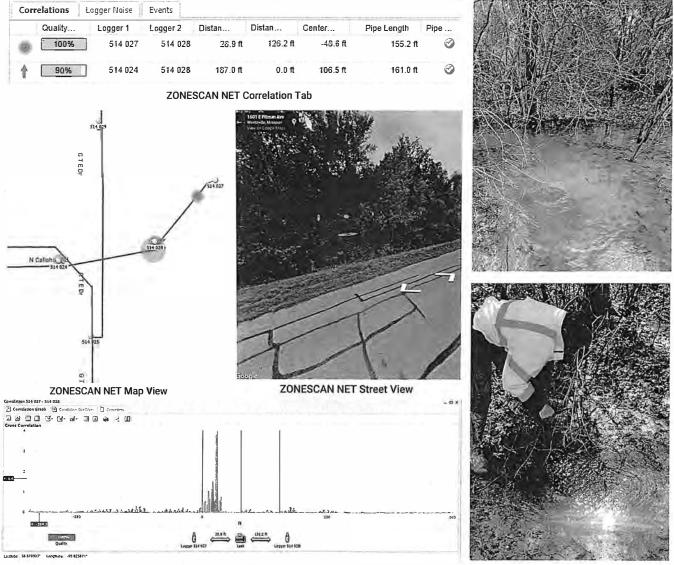
Product: ZONESCANA:

Type: Correlating Radio Loggers in Lift & Shift mode

Utility/Company: Wentzville OH Pipe Material/Diameter: 6" Ductile Iron

Time of Measurement: 2:00 A.M.

Summary: During a pro-active leak survey, ten (10) sensors were placed in an area that was thought to be quiet. To the operator's surprise, one logger returned a high "leak score." After an investigation, the crew found a creek with an abandoned service line near the logger, and deployed the loggers again. Sure enough, the loggers pinpointed leaks on the service - leaks which were discovered to be the source of the pond (see photos below). After the line was shut off, the water drained into a nearby creek.



ZONESCAN NET Correlation Graph of 100% leak

(Above) Pond created by the larger leak. (Below) Puddle created by the smaller leak.

Return on Investment: Though the crew did not know how long the leak had been active, they calculated that over a conservative period of 6 months, the excess production cost due to the leaks was roughly \$96,000. With the cost of equipment, and liberal estimates of man power hours, Wentzville's return on investment for finding the two leaks in question was over \$73,000.



Product: ZONESCAN

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

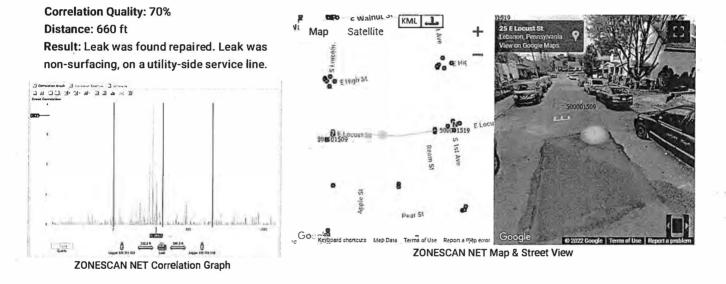
Utility/Company: Lebanon PA

ZONESCAN NET Correlation Graph

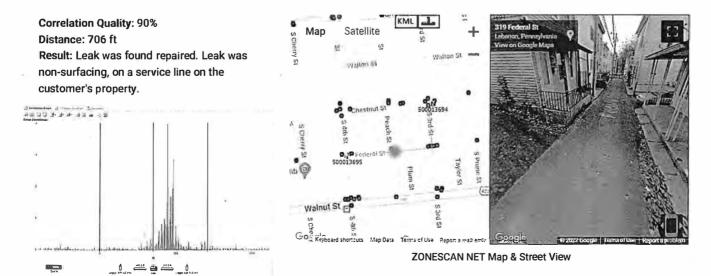
Pipe Material/Diameter: 4" CI Main w/ 3/4" Copper Service

Summary: Lebanon PA installed their NB-IoT logger system in 2020, starting with 30 loggers, and expanding to 130 loggers in 2022. Since install, the system has boasted over 95% connectivity on a consistent basis, and has found over thirty leaks for the city. The two examples below are from the earliest, and most recent, days of install, respectively. Lebanon PA has made excellent use of the Events feature of ZONESCAN NET, which pings the user on new high-quality correlations, and allows the city to keep track of their investigated leaks, as well as label which correlations are due to other noise sources, such as PRVs.

Leak 1: Sept. 19, 2020 - 2:00 A.M.



Leak 2: June 3rd, 2022 - 2:00 A.M.



GUTERMANN

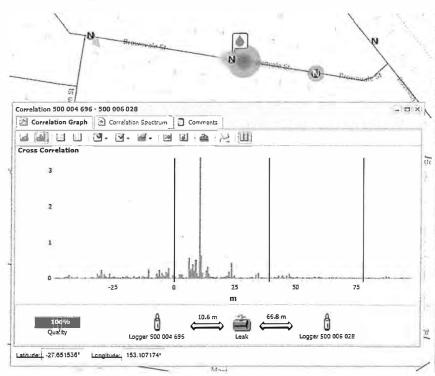
Product: ZONESCAN

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

Utility/Company: City of Logan, Australia

Pipe Material/Diameter: 100mm (4") PVC main w/ 100mm (3/4") poly conduit

Summary: The City of Logan, after tremendous success with their ZONESCAN 820 lift & shift program, implemented a 300-point ZONESCAN NB-IoT system in May of 2021. In the first few months, the system found a total of 23 leaks (both mainline and customer-side), which saved an estimated \$261k USD annually in non-revenue water. Pictured below is the most costly leak that was found by the system: a non-surfacing leak caused by a damaged road conduit. The city meticulously recorded every aspect of the found leaks, noting details such as identification-to-stoppage times, and gal/m losses.





Pipe Info: 100mm (4 in.) PVC main & 20mm (0.75 in.) poly road conduit Correlation Score: 100% Logger Spacing: 77.4m (254 ft)

Total Time from Identification to Stoppage: 29.45 hrs

Leakage Rate: 97.52 L/m (25.76 gal/m)

Actual Non-Revenue Water Loss: \$538.00 USD or 172 KL

Total Estimated Non Revenue Water Loss Annually (in USD): \$147,133.00

Return on Investment: Though the NB-IoT system will continue to monitor the utility's water system for years to come, large and costly leaks caught early have provided a near full return on investment in the span of just two months. This startling success led the city to invest in creating purpose-built, ultrasecure chambers to better cover their mixed material system with NB-IoT Loggers where no valves are present.

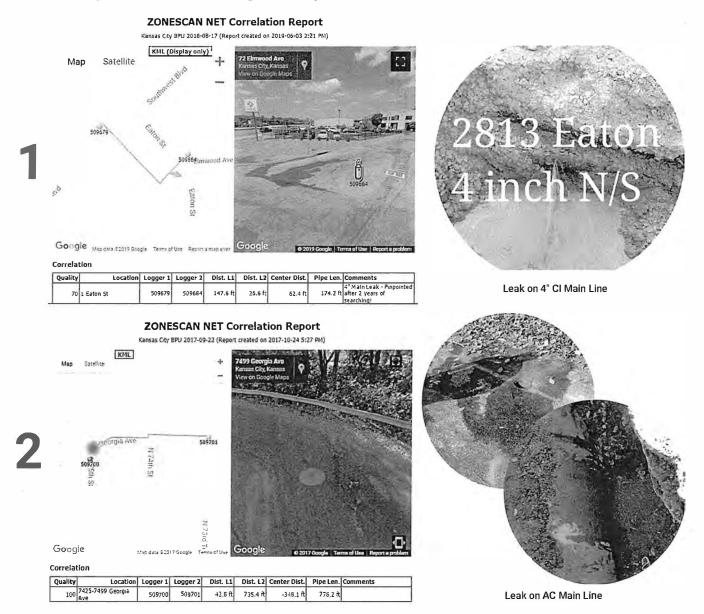




Product: ZONESCANA: 107 & AQUASCANA: 107

Utility/Company: Kansas City BPU, KS

Summary: In an effort to reduce its 35% water loss, the utility conducted a proactive leak survey using 50 overnight correlating loggers, and an AQUASCAN 610 real-time correlator. The survey spanned 144 miles of pipe, and lasted 61 days, with one worker able to deploy up to 25 loggers per hour. Pictured below are three examples of leaks found during the survey.



Return on Investment: The survey identified a total of 64 leaks - 25 mainline, 12 service, 5 hydrants, 8 mainline/hydrant valves, and 14 customer-side leaks. Subsequent repairs took the utility from 1.55 MGD (approx. \$16.5k per mo.) losses to 0.662 MGD (approx. \$7k per mo.) losses, a reduction of over 20% in just two months.



Gutermann, Inc. 55 Main Street, Suite 409 Newmarket, NH 03587 ↓ 1-603-200-0340
 ↓ 1-833-WTR-LEAK
 ▲ usa@gutermann-water.com
 ☐ gutermann-water.com

RESOLUTION NO. R-32-23

A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 1-LEAK LOGGER PROGRAM, CONSISTING OF FIFTY-TWO LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$58,965

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal for the purchase of the Phase 1-Leak Logger Program, consisting of fifty-two leak logger units from Gutermann Inc., in an amount not to exceed \$58,965, 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 6th day of March 2023.

AYES:	<u>7 - Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan, Vaughan</u>	_
NAYS:	O - NONE	
ABSENT:	O - NONE	

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March 2023.

neph G. Mark JOSEPH MARCHESE, MAYOR

ATTEST; JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Exhibit A



Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Involcing Address:

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Shipping Address:

Darien Public Works - IL 1041 S. Frontage Rd Darien IL 60561 United States

Quotation

Email:	cameron.keyes@gutermann-water.com
Phone:	
Your Contact Person:	Cameron Keyes
Reference:	USA20230109CK NBIOT
Expiration Date:	04/09/2023
Quotation Date:	01/09/2023
Quotation Number:	S/GUS/2301183

	Pas	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
2	1	1.00	Pcs	ZS-NBIOT-PROG- KIT	[ZS-NBIOT-PROG-KIT] ZS NB-IoT programming kit	250.00	0.00		\$ 250.00
	2	52.00	Pcs	ZS-NBIOT-KIT-90- 29	[ZS-NBIOT-KIT-90-29] ZONESCAN NB-IoT correlating leak logger incl antenna (12,13,17,28 (90mm), 290 cm)	1,365.00	25.00		\$ 53,235,00
					Included in Price: five year subscription for battery change, warranty and hosting fee, per logger. (\$1.50 Per Month / Logger after the 5 years)				
	3	52.00	Pcs	NBIOT-SIMCARD	[NBIOT-SIMCARD] ZONESCAN NB-IoT data SIM card.	55.00	0.00		\$ 2,860.00
					Five year hosting and management subscription, per logger				
-	4	52.00	Pcs	ZS-LB-ANT	[ZS-LB-ANT] ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
	5	1.00	Units	Included	Training - Web Based - included in equipment price	0.00	0.00		\$ 0.00
	6	1.00	Units	Includes - one day training, travel and expenses	Training - On site (Days) - Includes One day of training, travel and expenses	2,500.00	0,00		\$ 2,500.00
	7	3.00	Units		Shipping Cost	40.00	0.00		\$ 120.00

Account number 9242620600 Federal ID 20-8983602 Page: 1 / 2



Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Subtotal	\$ 58,965.00
Total	\$ 58,965.00

Payment terms: 30 Days



Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Invoicing Address:

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Shipping Address:

Darien Public Works - IL 1041 S. Frontage Rd Darien IL 60561 United States

Quotation

S/GUS/2301183
01/09/2023
04/09/2023
USA20230109CK NBIOT
Cameron Keyes
cameron.keyes@gutermann-water.com

	Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
8	1	1.00	Pcs	ZS-NBIOT-PROG- KIT	[ZS-NBIOT-PROG-KIT] ZS NB-IoT programming kit	250.00	0.00		\$ 250.00
	2	545.00	Pcs	ZS-NBIOT-KIT-90- 29	[ZS-NBIOT-KIT-90-29] ZONESCAN NB-IoT correlating leak logger incl antenna (12,13,17,28 (90mm), 290 cm) Included in Price: five year subscription for battery change, warranty and hosting fee, per logger.	1,365.00	30.00		\$ 520,747.50
	3	545.00	Pcs	NBIOT-SIMCARD	[NBIOT-SIMCARD] ZONESCAN NB-IoT data SIM card.	55.00	0.00		\$ 29,975.00
					Five year hosting and management subscription, per logger				
7	4	545.00	Pcs	ZS-LB-ANT	[ZS-LB-ANT] ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
	5	1.00	Units		Samsung Active 3 Tablet	1,000.00	0.00		\$ 1,000.00
	6	1.00	Units	Included	Training - Web Based - included in equipment price	0.00	0.00		\$ 0.00
	7	1.00	Units	Includes - one day training, travel and expenses	Training - On site (Days) - Includes One day of training, travel and expenses	2,500.00	0.00		\$ 2,500.00

Account number 9242620600



Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
8 1.00	1.00	Units	Includes - one day training, travel and expenses	Training - On site (Days) - Each Additional Day	1,000.00	0.00		\$ 1,000.00
					Subtotal			\$ 555,472.50
					Total			\$ 555,472.50

Payment terms: 30 Days

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-32-23 — "A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 1-LEAK LOGGER PROGRAM, CONSISTING OF FIFTY-TWO LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$58,965" of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on March 6, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 6th day of March, 2023.





March 9, 2023

Gutterman, Inc. Attn: Cameron Keyes 55 Main St., Suite 311 Newmarket, NH 03857

RE: leak logger program – phase 1

Dear Cameron Keyes,

Enclosed please find a certified copy of *Resolution No. R-32-23 – "A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 1 - LEAK LOGGER PROGRAM, CONSISTING OF FIFTY-TWO LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$58,965"* passed by the City Council at its regular meeting on March 6, 2023.

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

Sincerely, CITY OF-DARIEN

ora

Daniel Gombac Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk Kris Throm, Superintendent of Municipal Services

City of Darien 1702 Plainfield Road Darien, IL 60561

AGENDA MEMO City Council June 5, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of the Phase 2-Leak Logger Program, consisting of 146 leak logger units from Gutermann Inc., in an amount not to exceed \$219,191.70

RESOLUTION

BACKGROUND/HISTORY

The proposed leak detection system is Phase 2-4 utilized by the Water Division to proactively locate and pinpoint leaks while they are small. The detectors, (loggers) are placed in water vaults and/or hydrant auxiliary valves. The loggers detect leaks through sound waves. When a leak occurs, the sound will amplify from the pipe and the adjacent area. As the detection state changes, a water sensor will be awakened on the radio and send data to a wireless gateway. Through a correlation process the loggers calculate the origin of the leak and process the information through the Gutermann I-Cloud gateway service. The cloud-based technology than sends an alert to a monitoring app on a mobile device or desktop application.

This program will also eliminate the need to outsource leak locating services at a cost of approximately 15,000-20,000 per year upon full deployment of the leak loggers. The loggers will provide daily monitoring, 365 days a year. The program will have hosting costs after the initial five years, see attached sheet labeled as <u>Attachment A</u>.

This program is considered Phase 2 of 4 and is budgeted over a three-year program, pending budget considerations. The cost of the entire program will be approximately \$616,000 with reoccurring costs after the initial five years of each phase. As stated in the attached email, the pricing will be honored for the entire project, see <u>Attachment B</u>. A further evaluation on the the return on investment throughout each phase was calculated and the program would pay for itself in 2.25 to 2.5 years. The reoccurring costs would be budget beginning 2027/2028. Please see <u>Attachment A</u>, summarizing the phases and costs. As additional information, <u>Attachment C</u> is technical information regarding the system.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE	
	Capital Purchases Leak Detection				
02-50-4815	Equipment & Data Loggers	\$220,000.00	\$219,191.70	\$808.30	

STAFF RECOMMENDATION

Staff recommends a resolution authorizing the purchase of the Phase 2-Leak Logger Program, consisting of 146 leak logger units from Gutermann Inc., in an amount not to exceed \$219,191.70.

Leak Loggers 6/5/23 Page 2

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on June 5, 2023. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

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

PHASE 1 OF 3 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	QUANTITY	UNIT		Unit Cost	Discount	Gutermann - ZONESCAN NB- IOT
ZS-NBIOT-PROG-KIT	1	EACH	s	250.00	0%	\$ 250.00
ZS-NBIOT-KIT-90-29	52	EACH	\$	1,365.00	25%	\$ 53,235.00
NBIOT-SIMCARD	52	EACH	\$	55.00	0%	\$ 2,860.00
ZS-LB-ANTENNAS	52	EACH	s	30.00	100%	s -
Training - On Site Includes One day of training, travel and expenses	1	LUMP SUM	s	2,500.00	0%	\$ 2,500.00
Shipping	3	EACH	s	40.00	0%	\$ 120.00
TOTAL COST INCLUSIVE- FIVE YEARS						\$ 58,965.00

PROGRAM 1 OF 3 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING COST	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	52	MONTHLY	s 1.50	\$ 936.00	\$ 4,680.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	52	MONTHLY	\$ 0.92	\$ 572.00	\$ 2,860.00	N/A
Total Recuuring Cost Years 6-10				\$ 1,508.00	s 7,540.00	N/A
Sensor Battery Replacement - Every 8 years	52	EACH	\$ 20.00	\$ 130.00	\$ 650.00	\$ 1,040.00
Total Recurring Cost-Year 8				\$ 1,638.00	S 8,190.00	s 1,040.00

	PHASE 1		AVERAG	E ANNUAL			REDUCED AVER	AGE
RETURN ON INVESTMENT	INVEST?	dENT	WATER I	.0SS COST	SAVINGS		ANNUAL WATER	LOSS COST
PHASE 1-52 LOGGERS	\$	58,965.00	s	(327,084.14)	s	58,965.00	s	(268,119.14)

PHASE 2-

Break Size: 1/16" x 180 Degrees of 360												
		Price per 1,000 gallon-										
Pipe Diameter Per Inch	Daily Loss in Gallons	Wholesale	Annual Loss in Gallons	Annual Cost								
2	45,600	\$ 4.97	16,644,000	\$ 82,720.								
4	81,400	\$ 4.97	29,711,000	\$ 147,663.								
6	136,800	\$ 4.97	49,932,000	\$ 248,162.								
8	182,400	\$ 4.97	66,576,000	\$ 330,882.								
10	228,100	\$ 4.97	83,256,500	\$ 413,784.								
12	273,700	\$ 4.97	99,900,500	\$ 496,505.								
16	364 900	\$ 4.97	133 188 500	\$ 661.946								

	Break Size:	1/16" x 360 Degrees		
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

				WHOLESALE COST PER 1000 GALLONS	
	UNACCOUNTABLE FLOW	UNACCOUNTABLE FLOW	UNACCOUNTABLE FLOW -	RATE IS AVERAGE DUE TO LMO	
WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	GALLONS PER DAY	GALLONS PER YEAR	REPPORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084.14
2021	7.509	136,19	49,711,175	\$ 4.97	\$ (247,064.54
2020	14.009	274,008	100,012,920	S 4.97	\$ (497,064.21
2019	6.609	113,98	41,604,160	\$ 4.96	\$ (206,356.63
2018	9.409	179,289	65,440,120	\$ 4.92	\$ (321,965.39
2017	18.209	389,810	142,281,000	\$ 4.85	-\$690,062.8
2016	14.409	292,000	106,580,000	S 4.80	-\$511,584.01
**2015	14.809	274,000	100,010,000	\$ 4.85	-\$485,048.50
*2014	4.559	99,200	94,535,000	\$ 4.68	-\$442,423.81
2013	3.189	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.769	89,233	32,569,666	\$ 2.73	-\$88,915.21
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

* A major leak was identified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE 2 OF 4 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	OUANTITY	UNIT		init Cost	Discount		Gutermann - NESCAN NB-IOT
ZS-NBIOT-PROG-KIT	QUANITY	EACH		250.00	Discount 0%	202	250.00
ZS-NBIOT-PROG-KIT ZS-NBIOT-KIT-90-29	193	EACH	s	1.365.00	30%	\$ \$	184,411,50
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	-
SAMSUNG ACTIVE TABLET	1	EACH	\$	1,000.00	0%	\$	1,000.00
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	s	2,500.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	1	PER DAY	s	1,000.00	0%	\$	1,000.00
ShippingEstimated	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS						\$	199,876.50

PHASE 2 OF 4 ANNUAL RECURRING COST YEARS 6-10

PHASE 2 OF 4 ANNUAL RECURKING COST YEARS 6	-10						
Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST		ANNUAL RECURRIN	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1	.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.	.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recuuring Cost Years 6-10					\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.	.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8					\$ 6,079.50	\$ 30,397.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL SAVINGS	WATI	AGE ANNUAL ER LOSS COST SAVINGS	5 YI SAV	EAR ANNUAL INGS	ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1-52 LOGGERS	\$ 58,965.00	*****	\$ 58,965.00	\$	(268,119.14)	\$	(1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$(268,119.14)	\$ 258,841.50	\$	(9,277.64)	\$	(46,388.22)	37.7%
TOTALS	\$258,841.50	N/A	N/A	N/A		N/A		46.3%
TOTAL INVESTMENT COST	\$685,965,00							

WATER LOSS CHART AND WHOLESALE COST

WATER LOSS CHART AND WHOLESALE COST					_					
Break	Size: 1/16" x 180 De	grees of 360				Break Size: 1/16" x 360 Degrees				
	Daily Loss in	Price per 1,000	Annual Loss in				Daily Loss in	Price per 1,000	Annual Loss in	
Pipe Diameter Per Inch	Gallors	gallon-Wholesale	Gallons	Annual Cost		Pipe Diameter Per Inch	Gallons	gallon	Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68		2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67		4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04		6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72		8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81		10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49		12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85		16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

	1	UNACCOUNTABL		WHOLESALE COST PER	
	UNACCOUNTABL	E FLOW -	UNACCOUNTABLE	1000 GALLONS-RATE IS	
	E FLOW	GALLONS PER	FLOW - GALLONS	AVERAGE DUE TO LMO	
WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	DAY	PER YEAR	REPPORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084
2021	7.509	136,19	49,711,175	\$ 4.97	\$ (247,064
2020	14.009	274,000	100,012,920	\$ 4.97	\$ (497,064
2019	6.609	113,98	41,604,160	\$ 4.96	\$ (206,356
2018	9.409	179,28	65,440,120	\$ 4.92	\$ (321,965
2017	18.209	389,810	142,281,000		-\$690,06
2016	14.409	292,00	106,580,000		-\$511,58
**2015	14.809	274,00	100,010,000		-\$485,04
*2014	4.559	99,20	94,535,000		-\$442,42
2013	3.189	69,20	25,258,000		-\$76,531
2012	3.769	89,23	32,569,669	\$ 2.73	-\$88,91
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,56
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,32
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,45
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,79
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,18
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE3 OF 4 ALL INCLUSIVE5 YEAR COST

							Gutermann -
DESCRIPTION	QUANTITY	UNIT	τ	nit Cost	Discount	ZON	ESCAN NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$	250.00	0%	\$	250.00
ZS-NBIOT-KIT-90-29	193	EACH	\$	1,365.00	30%	\$	184,411.50
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	
SAMSUNG ACTIVE TABLET	0	EACH	\$	1,000.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$	2,500.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	2	PER DAY	s	1.000.00	0%	s	2.000.00
Shipping Estima ted	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS	i	i	1			ŝ	199,876,50

PHASE 3 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNITO	OST	ANN	UALRECURRI	FIVEY	EAR COST	EIGHTY	EAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	s	1.50	\$	3,474.00	s	17,370.00	N/A	
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$	0.92	\$	2,123.00	s	10,615.00	N/A	
TotalRecuuring Cost Years 6-10					\$	5,597.00	\$	27,985.00	N/A	
Sensor Battery Replacement - Every 8 years	193	EACH	\$	20.00	\$	482.50	\$	2,412.50	\$	3,860.0
Total Recurring Cost-Year 8					s	6,079.50	s	30,397.50	s	3,860.0

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL	A VERAGE ANNUAL WA TER LOSS COST WITH SA VINGS		ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE 3 -193 LOGGERS	\$199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
TOTALS	\$458,718.00	N/A	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$685,965.00					

WATER LOSS CHART AND WHOLESALE COST

- [Br cak 3	ize: 1/16" x 180 De	grees of 360				Break Size: 1/	16" x 360 Degrees		
- [Daily Loss in	Price per 1,000 gallon-	Annual Loss in				Price per 1,000	Annual Loss in	
L	Pipe Diameter Per Inch	Gallors	Wholesale	Gallors	Annual Cost	Pipe Diameter Per Inch	Daily Loss in Gallons	gallon	Gallons	Annual Cost
- [2	45,600	\$ 4.97	16,644,000	\$ 82,720.68	2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
- [4	81,400	\$ 4.97	29,711,000	\$ 147,663.67	4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
- [6	136,800	\$ 4.97	49,932,000	\$ 248,162.04	6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
- [8	182,400	\$ 4.97	66,576,000	\$ 330,882.72	8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
- E	10	228,100	\$ 4.97	83,256,500	\$ 413,784.81	10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
- [12	273,700	\$ 4.97	99,900,500	\$ 496,505.49	12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
- [16	364,900	\$ 4.97	133,188,500	\$ 661,946.85	16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

				WHOLESALE COST PER	
	UNACCOUNTABL	UNACCOUNTABLE	UNACCOUNTABLE	1000 GALLONS-RATE IS	
	EFLOW	FLOW - GALLONS PER	FLOW - GALLONS	AVER AGE DUE TO LMO	
WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	DAY	PER YEAR	REPPORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,13	\$ 5.06	\$ (327,084.1
2021	7.509	136,193	49,711,17	\$ 4.97	\$ (247,064.)
2020	14.009	274,008	100,012,92	\$ 4.97	\$ (497,064.)
2019	6.607	113,984	41,604,160	\$ 4.96	\$ (206,556.0
2018	9.409	179,288	65,440,12	\$ 4.92	\$ (321,965.)
2017	18.209	389,810	142,281,000	\$ 4.85	-\$690,062
2016	14.409	292,000	106,580,000	\$ 4.80	-\$511,584
**2015	14.809	274,000	100,010,000		-\$485,048.
*2014	4.559	99,20	94,535,00	\$ 4.68	-\$442,423.1
2013	3.189	69,20	25,258,000	\$ 3.03	-\$76,531.
2012	3.769	89,23	32,569,661	\$ 2.73	-\$88,915.
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.9
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.1
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.1
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.5
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.1
VERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.7

* A major leak was idneified at Cass Ave and South Fontage R-baccounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE 4 OF 4 ALL INCLUSIVE 5 YEAR COST

					Gut	termann - ZONESCAN
DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount		NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$ 250.00	0%	\$	250.00
ZS-NBIOT-KIT-90-29	193	EACH	\$ 1,365.00	30%	\$	184,411.50
NBIOT-SIMCARD	193	EACH	\$ 55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$ 30.00	100%	\$	-
SAMSUNG ACTIVE TABLET	0	EACH	\$ 1,000.00	0%	\$	-
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$ 2,500.00	0%	\$	-
Training - On Site Includes One day of training, travel and expenses-						
CONTINGENCY	2	PER DAY	\$ 1,000.00	0%	\$	2,000.00
ShippingEstimated	1	LUMP SUM	\$ 2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS					s	199,876.50

PHASE 4 OF 4 ANNUAL RECURRING COST YEARS 6-10

QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING	FIVE YEAR COST	EIGHT YEAR COST
193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
193			\$ 5,597.00	\$ 27,985.00	N/A
193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
			\$ 6,079.50	\$ 30,397.50	\$ 3,860.00
	193 193 193	193 MONTHLY 193 MONTHLY	193 MONTHLY S 1.50 193 MONTHLY S 0.92 193	193 MONTHLY S 1.50 S 3,474.00 193 MONTHLY S 0.92 S 2,123.00 193 S 5,597.00 S 5,597.00 193 EACH S 20.00 S 482.50	193 MONTHLY S 1.50 S 3.474.00 S 17,370.00 193 MONTHLY S 0.92 S 2,123.00 S 10,615.00 193 Image: S 5,597.00 S 27,985.00

	AVERAGE ANNUAL				ANNUAL PERCENTAGE SAVINGS BASED ON	
					TOTAL INVESTMENT	
\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%	
\$ 199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%	
\$ 199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%	
\$ 199,876.50	\$ 449,440.36	N/A	N/A	N/A	N/A	
\$ 658,594.50	s -	N/A	N/A	N/A	113.2%	
\$ 685,965.00						
	INVESTMENT S 58,965.00 S 199,876.50 S 199,876.50 S 199,876.50 S 199,876.50 S 658,594.50	INVESTMENT WATER LOSS COST S 58,965.00 \$ (327,084.14) S 199,876.50 \$ (268,119.14) S 199,876.50 \$ (9.277.64) S 199,876.50 \$ (49,440.36) S 658,594.50 \$ -	NVERAGE ANNUAL ANNUAL S \$\$8,965.00 \$\$ \$\$ \$\$ \$\$ S \$\$8,965.00 \$\$	INVESTMENT WATER LOSS COST SAVINGS WITH SAVINGS S 58,965.00 S (327,084.14) S 58,965.00 S (268,119.14) S 199,876.50 S (268,119.14) S 258,841.50 S (9,277.64) S 199,876.50 S (9,277.64) S 458,718.00 S 449,440.36 S 199,876.50 S (49,440.36) NA N/A S 658,594.50 S 449,440.36 N/A N/A	AVERAGE ANNUAL AVERAGE ANNUAL WATER LOSS COST SYLPAGE SYLPAGE <th colsp<="" td=""></th>	

WATER LOSS CHART AND WHOLESALE COST

Break Size: 1/16" x 180 Degrees of 360								
		Price per 1,000 gallon-						
Pipe Diameter Per Inch	Daily Loss in Gallons	Wholesale	Annual Loss in Gallons	Annual Cost				
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68				
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67				
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04				
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72				
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81				
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49				
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85				

	Break Size: 1/16" x 360 Degrees							
		Price per 1,000	Annual Loss in					
Pipe Diameter Per Inch	Daily Loss in Gallons	gallon	Gallons	Annual Cost				
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96				
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13				
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08				
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44				
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61				
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97				
16	729,900	\$ 4.97	266.413.500	\$ 1.324.075.10				

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS-RATE IS AVERAGE DUE TO LMO REPPORTING CALENDER	WHOLESALE COST
2022	9.80%	177,099	64,641,135	\$ 5.06	\$ (327,084.14)
2021	7.50%	136,195			\$ (247,064.54)
2020	14.00%	274,008	100,012,920	\$ 4.97	\$ (497,064.21)
2019	6.60%	113,984	41,604,160	\$ 4.96	\$ (206,356.63)
2018	9.40%	179,288	65,440,120	\$ 4.92	\$ (321,965.39)
2017	18.20%	389,810	142,281,000	\$ 4.85	-\$690,062.85
2016	14.40%	292,000	106,580,000	\$ 4.80	-\$511,584.00
**2015	14.80%	274,000	100,010,000	\$ 4.85	-\$485,048.50
*2014	4.55%	99,200	94,535,000	\$ 4.68	-\$442,423.80
2013	3.18%	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.76%	89,232	32,569,669	\$ 2.73	-\$88,915.20
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

(4,385,307.58)

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Regina Kokkinis

From: Sent: To: Subject: Dan Gombac Wednesday, February 22, 2023 3:17 PM Regina Kokkinis Leak Loggers

Need to incorporate email into agenda memo that the prices will be held.

From: Kris Throm <kthrom@darienil.gov> Sent: Wednesday, February 22, 2023 10:23 AM To: Dan Gombac <dgombac@darienil.gov> Subject: FW: Checking In

See below for Gutermann pricing.

Thanks,

Kris Throm City of Darien Municipal Services Superintendent (630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DIRECT CONNECT Follow the link below and subscribing is simple! <u>http://www.darien.il.us/Reference-Desk/DirectConnect.aspx</u>

From: Cameron Keyes <<u>cameron.keyes@gutermann-water.com</u>>
Sent: Tuesday, February 21, 2023 12:36 PM
To: Kris Throm <<u>kthrom@darienil.gov</u>>
Subject: Re: Checking In

Hello Kris,

Thanks for the email. The pricing will be good for the entire project!

As for a trial and a Western Springs contact yes. I say we set up 10 or so loggers in your system ASAP. I'll be in the area for WaterCon the week of March 20th. Do you want to schedule something for the 23rd?

Looking forward to it.

Cameron Keyes

Director - North America : Gutermann, Inc.

C: 603-320-9166 F: 603-292-6171

www.linkedin.com/in/cameronkeyesgutermann



Correlating Loggers & Permanent Monitoring Systems

ZONESCANA: P.O.

Smallest correlating radio logger on the market.

- Correlating loggers with high pinpointing accuracy for mobile applications (Lift & Shift or Drive-by)
- Intuitive and versatile Android software ZONESCAN Smart for use with phones and tablets
- Optional data upload to ZONESCAN Net cloud service
- Optimised battery life

Fixed Distribution Network Monitoring

ZONESCAN

Compact permanently installed noise loggers with direct NB-IoT data communication to the Gutermann Cloud.

- Robust data communication of the logger from the chamber to the cloud, even through cast iron lids
- Automatic synchronisation of loggers for accurate leak pinpointing (full correlation)
- NB-IoT is perfect for environmental monitoring thanks to excellent deep coverage, low communication costs and high energy-efficiency
- Easy installation with ZONESCAN INSTALL Battery changeable in the field

ZONESCAN ALP AV

Fully correlating monitoring system with complete RF infrastructure.

- Award-winning permanent monitoring system for municipalities without reliable NB-IoT cell coverage
- Fully automatic and highly accurate leak alarming and pinpointing
- Sophisticated Gutermann Cloud software with map-based views, dashboards reports and event management tools
- Hundreds of systems installed around the world

Fixed Trunk Main Monitoring

HISCAN

Permanent trunk main monitoring with hydrophones.

- Daily automatic correlations and near real-time leak alarms
- Precise pinpointing even of small emerging leaks
- Increased sensitivity even on plastic pipes using redesigned hydrophones
- Long distances between measuring points
- Energy independence thanks to solar panels
- Upload of data to the ZONESCAN Net cloud

*	











Gutermann AG Landis + Gyr-Strasse 1 CH-6300 Zug, Switzerland T. +41 41 7606033 F. +41 41 7606034 E. info@gutermann-water.com W. gutermann-water.com



MULTISCAN 🖋 ZONESCAN 🗱 🕬 🔊 🖓 🖓 🖓 🖉

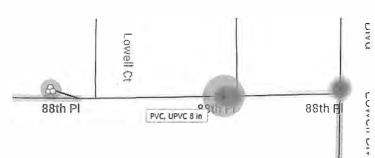


Product: MULTISCAN

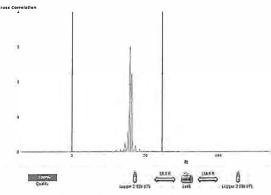
Type: Real-Time/Overnight Multi-point Correlator

Utility/Company: Westminster, CO Pipe Material/Diameter: 8" PVC Main Correlation Quality(s): 100% Time of Measurement: 8:37 A.M.

Summary: Leak was found after a pro-active leak survey, aimed at reducing non-revenue water. Three (3) sensors produced three leak correlations; one directly at the T-intersection between two sensors placed on Lowell Blvd, and two directly on the leaky hydrant's position, on 88th Pl. The leak was due to a corroded hydrant shoe valve, which was later replaced.







ZONESCAN NET Correlation Graph



ZONESCAN NET Street View



Leak on Corroded Hydrant Shoe



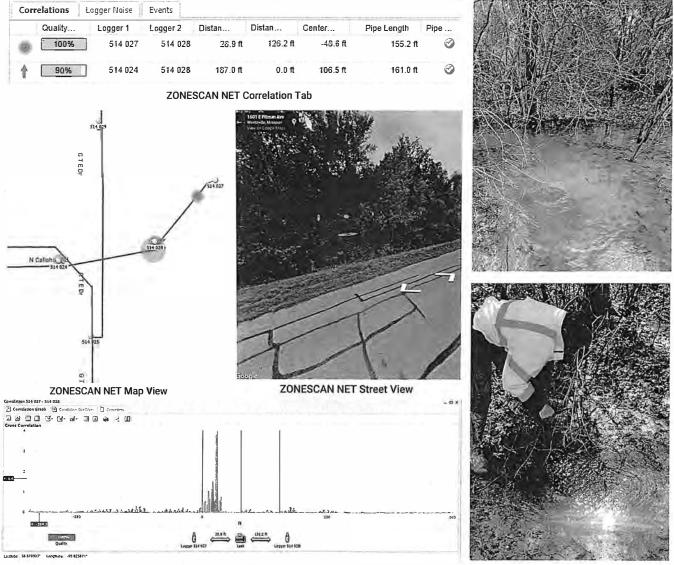
Product: ZONESCANA:

Type: Correlating Radio Loggers in Lift & Shift mode

Utility/Company: Wentzville OH Pipe Material/Diameter: 6" Ductile Iron

Time of Measurement: 2:00 A.M.

Summary: During a pro-active leak survey, ten (10) sensors were placed in an area that was thought to be quiet. To the operator's surprise, one logger returned a high "leak score." After an investigation, the crew found a creek with an abandoned service line near the logger, and deployed the loggers again. Sure enough, the loggers pinpointed leaks on the service - leaks which were discovered to be the source of the pond (see photos below). After the line was shut off, the water drained into a nearby creek.



ZONESCAN NET Correlation Graph of 100% leak

(Above) Pond created by the larger leak. (Below) Puddle created by the smaller leak.

Return on Investment: Though the crew did not know how long the leak had been active, they calculated that over a conservative period of 6 months, the excess production cost due to the leaks was roughly \$96,000. With the cost of equipment, and liberal estimates of man power hours, Wentzville's return on investment for finding the two leaks in question was over \$73,000.



Product: ZONESCAN

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

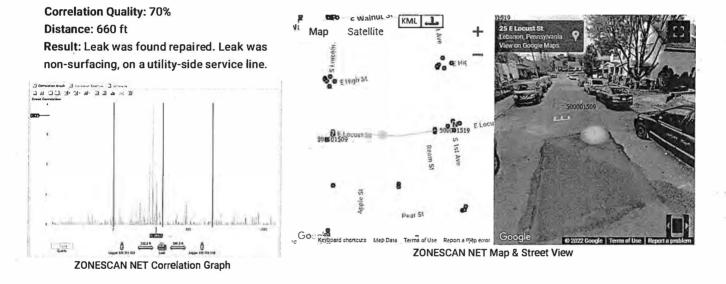
Utility/Company: Lebanon PA

ZONESCAN NET Correlation Graph

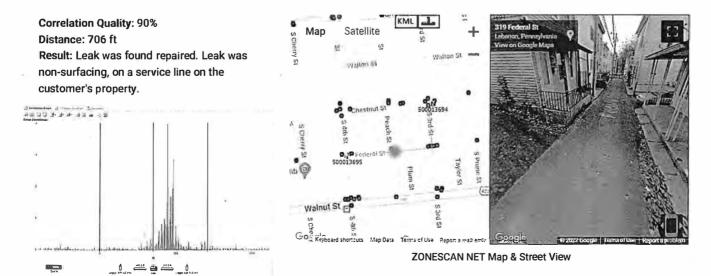
Pipe Material/Diameter: 4" CI Main w/ 3/4" Copper Service

Summary: Lebanon PA installed their NB-IoT logger system in 2020, starting with 30 loggers, and expanding to 130 loggers in 2022. Since install, the system has boasted over 95% connectivity on a consistent basis, and has found over thirty leaks for the city. The two examples below are from the earliest, and most recent, days of install, respectively. Lebanon PA has made excellent use of the Events feature of ZONESCAN NET, which pings the user on new high-quality correlations, and allows the city to keep track of their investigated leaks, as well as label which correlations are due to other noise sources, such as PRVs.

Leak 1: Sept. 19, 2020 - 2:00 A.M.



Leak 2: June 3rd, 2022 - 2:00 A.M.



GUTERMANN

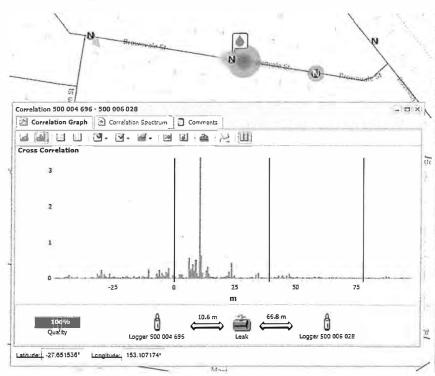
Product: ZONESCAN

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

Utility/Company: City of Logan, Australia

Pipe Material/Diameter: 100mm (4") PVC main w/ 100mm (3/4") poly conduit

Summary: The City of Logan, after tremendous success with their ZONESCAN 820 lift & shift program, implemented a 300-point ZONESCAN NB-IoT system in May of 2021. In the first few months, the system found a total of 23 leaks (both mainline and customer-side), which saved an estimated \$261k USD annually in non-revenue water. Pictured below is the most costly leak that was found by the system: a non-surfacing leak caused by a damaged road conduit. The city meticulously recorded every aspect of the found leaks, noting details such as identification-to-stoppage times, and gal/m losses.





Pipe Info: 100mm (4 in.) PVC main & 20mm (0.75 in.) poly road conduit Correlation Score: 100% Logger Spacing: 77.4m (254 ft)

Total Time from Identification to Stoppage: 29.45 hrs

Leakage Rate: 97.52 L/m (25.76 gal/m)

Actual Non-Revenue Water Loss: \$538.00 USD or 172 KL

Total Estimated Non Revenue Water Loss Annually (in USD): \$147,133.00

Return on Investment: Though the NB-IoT system will continue to monitor the utility's water system for years to come, large and costly leaks caught early have provided a near full return on investment in the span of just two months. This startling success led the city to invest in creating purpose-built, ultrasecure chambers to better cover their mixed material system with NB-IoT Loggers where no valves are present.

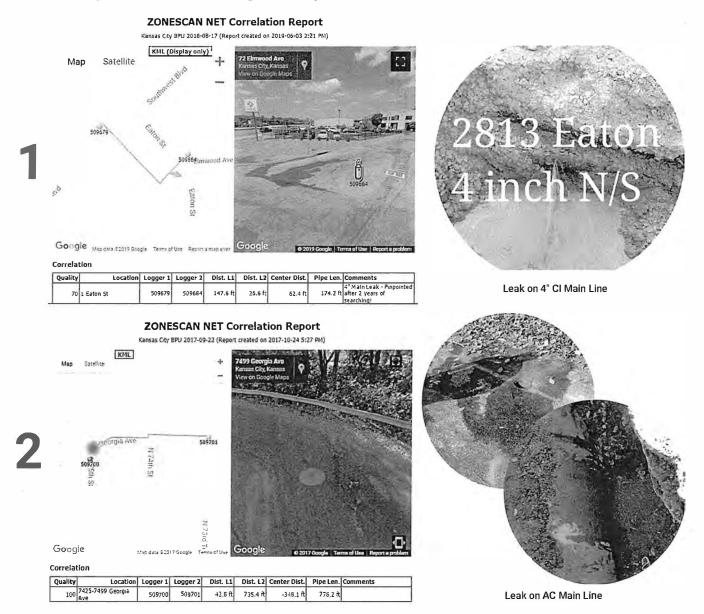




Product: ZONESCANA: 107 & AQUASCANA: 107

Utility/Company: Kansas City BPU, KS

Summary: In an effort to reduce its 35% water loss, the utility conducted a proactive leak survey using 50 overnight correlating loggers, and an AQUASCAN 610 real-time correlator. The survey spanned 144 miles of pipe, and lasted 61 days, with one worker able to deploy up to 25 loggers per hour. Pictured below are three examples of leaks found during the survey.



Return on Investment: The survey identified a total of 64 leaks - 25 mainline, 12 service, 5 hydrants, 8 mainline/hydrant valves, and 14 customer-side leaks. Subsequent repairs took the utility from 1.55 MGD (approx. \$16.5k per mo.) losses to 0.662 MGD (approx. \$7k per mo.) losses, a reduction of over 20% in just two months.



Gutermann, Inc. 55 Main Street, Suite 409 Newmarket, NH 03587 ↓ 1-603-200-0340
 ↓ 1-833-WTR-LEAK
 ▲ usa@gutermann-water.com
 ☐ gutermann-water.com

A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 2-LEAK LOGGER PROGRAM, CONSISTING OF 146 LEAK LOGGER UNITS FROM **GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,191.70**

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal for the purchase of the Phase 2-Leak Logger Program, consisting of 146 leak logger units from Gutermann Inc., in an amount not to exceed \$219,191.70, a copy of which is attached hereto as "Exhibit A".

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

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

6 - Belczak, Gustafson, Leganski, Schauer, Stompanato, Sullivan AYES: NAYS: O - NONE1 - Kenny ABSENT:

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

JOSEPH MARCHESE, MAYOR

ATTEST:

ANNE E. RAGONALCITY CLERK

APPROVED AS TO FORM: CITY ATTORNE





Exhibit A Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Invoicing Address:

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Shipping Address:

Darien Public Works - IL 1041 S. Frontage Rd Darien IL 60561 United States

Quotation

Quotation Number: Quotation Date: Expiration Date: Reference: Your Contact Person: Phone: Email: S/GUS/2301463 05/25/2023 11/24/2023 USA20230525CK NBIOT Cameron Keyes

cameron.keyes@gutermann-water.com

Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
1	1.00	Pcs	ZS-NBIOT-PROG- KIT	ZS NB-IoT programming kit	400.00	100.00		\$ 0.00
2	217.00	Pcs	SIM-US-ATT	ZONESCAN NB-IoT data SIM card (AT&T (US)) Customs tariff number: 85235200	0.00	0.00		\$ 0.00
3	217.00	Pcs	ZS-NBIOT-KIT-90- 29	ZONESCAN NB-IoT correlating leak logger incl antenna (12,13,17,28 (90mm), 290 cm)	1,365.00	26.00		\$ 219,191.70
4	217.00	Pcs	ZS-LB-ANT	ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
5	1.00	Units	Included	Training - Web Based	0.00	0.00		\$ 0.00
6	1.00	Units	Includes - one day training, travel and expenses	Training - On site (1Day)	1,000.00	100.00		\$ 0.00
7	3.00	Pcs	FREIGHT	Freight charge and transport insurance	0.00	0.00		\$ 0.00
					Total			\$ 219,191.70

*Please allow 10 weeks for delivery

*2 Year Manufacturers Warranty: Excludes cables, antennas, and cords.

Payment terms: 30 Days

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-64-23** — "A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 2-LEAK LOGGER PROGRAM, CONSISTING OF 146 LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,191.70" of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on June 5, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 5th day of June, 2023.



b Chine (



June 7, 2023

Gutermann Inc Attn: Cameron Keyes 55 Main St., Suite 311 Newmarket NH 03857

RE: phase 2 leak logger program

Dear Mr. Keyes,

Enclosed please a certified copy of **Resolution** No. R-64-23 – "A **RESOLUTION** AUTHORIZING THE PURCHASE OF THE PHASE 2-LEAK LOGGER PROGRAM, CONSISTING OF 146 LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,191.70" passed by the City Council at its regular meeting on June 5, 2023.

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

Sincerely, CITY OF DARIEN

Daniel Gombac Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk Kris Throm, Superintendent of Municipal Services

City of Darien 1702 Plainfield Road Darien, IL 60561

AGENDA MEMO City Council May 6, 2024

ISSUE STATEMENT

A resolution authorizing the purchase of the Phase 3-Leak Logger Program, consisting of 217 leak logger units from Gutermann Inc., in an amount not to exceed \$219,441.70.

RESOLUTION

BACKGROUND/HISTORY

The logger system is Phase 3-4 to be utilized by the Water Division to proactively locate and pinpoint leaks while they are small. The detectors, (loggers) are placed in water vaults and/or hydrant auxiliary valves. The loggers detect leaks through sound waves. When a leak occurs, the sound will amplify from the pipe and the adjacent ground area. As the detection state changes, a water sensor will be awakened on the radio and send data to a wireless gateway. Through a correlation process the loggers calculate the origin of the leak and process the information through the Gutermann I-Cloud gateway service. The cloud-based technology than sends an alert to a monitoring app on a mobile device or desktop application. The loggers provide daily monitoring, 365 days a year.

This program is considered Phase 3 of 4 and is budgeted over a three-year program, pending budget considerations. The cost of the entire program will be approximately \$616,000 with reoccurring costs after the initial five years of each phase. Please note the program was presented and approved under a City Council Agenda Memo dated March 6, 2023, see <u>Attachment A</u> followed by the subsequent purchase, Phase 2 attached and labeled as <u>Attachment B</u>. The pricing continues to be maintained as originally proposed. Attached and labeled as <u>Attachment C</u>, is a revised breakdown of Phase 2-4. The breakdown further illustrates a capital reduction due to specific items that are not required. The reoccurring costs, hosting costs, will be budgeted beginning 2027/2028.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
	Capital Purchases Leak Detection			
02-50-4815	Equipment & Data Loggers	\$220,000.00	\$219,441.70	\$558.30

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends a resolution authorizing the purchase of the Phase 3-Leak Logger Program, consisting of 217 leak logger units from Gutermann Inc., in an amount not to exceed \$219,441.70.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be placed on the May 6, 2024 City Council agenda for formal consideration.

AGENDA MEMO City Council March 6, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of the Phase 1-Leak Logger Program, consisting of fiftytwo leak logger units from Gutermann Inc., in an amount not to exceed \$58,965.

RESOLUTION

BACKGROUND/HISTORY

The proposed leak detection system would be utilized by the Water Division to proactively locate and pinpoint leaks while they are small. The detectors, (loggers) are placed in water vaults and/or hydrant auxiliary valves. The loggers detect leaks through sound waves. When a leak occurs, the sound will amplify from the pipe and the adjacent area. As the detection state changes, a water sensor will be awakened on the radio and send data to a wireless gateway. Through a correlation process the loggers calculate the origin of the leak and process the information through the Gutermann I-Cloud gateway service. The cloud-based technology than sends an alert to a monitoring app on a mobile device or desktop application.

This program will also eliminate the need to outsource leak locating services at a cost of approximately \$15,000-\$20,000 per year. The loggers will provide monitoring 24 hours per day 365 days a year. The program will have hosting costs after the initial five years, see attached sheet labeled as **Attachment A**.

This program is considered Phase 1 of 4 and is budgeted over a four-year program, pending budget considerations. The cost of the entire program will be approximately \$616,000 with reoccurring costs after the initial five years of each phase. As stated in the attached email, the pricing will be good for the entire project, see <u>Attachment B</u>. A further evaluation on the the return on investment throughout each phase was calculated and the program would pay for itself in 2.25 to 2.5 years. The reoccurring costs would be budget beginning 2027/2028. Please see <u>Attachment A</u>, summarizing the phases and costs.

Staff reviewed leak logger manufacturers and contacted municipalities that have deployed such systems. Upon review, it was determined that two vendors would meet the needs for the City of Darien. As additional information, <u>Attachment C</u> is technical information regarding the system.

HASE 1 COST	PHASE 2 COST	PHASE 3 COST	PHASE 4 COST	TOTAL COSTS
\$58,965	\$209,000	\$209,000	\$209,000	\$685,965
\$65.624	\$244,000	\$244,000	\$244,000	\$797.624
<u>E</u>		\$58,965 \$209,000	\$58,965 \$209,000 \$209,000	\$58,965 \$209,000 \$209,000 \$209,000

Staff had solicited quotes for the leak loggers and received the following competitive quotes:

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
	Capital Purchases Leak Detection			
02-50-4815	Equipment & Data Loggers	\$ 66,000	\$ 58,965	\$ 7,035

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of the Phase 1-Leak Logger Program, consisting of fifty-two leak logger units from Gutermann Inc., in an amount not to exceed \$58,965.

ALTERNATE DECISION

As recommended by the City Council.

<u>DECISION MODE</u> This item will be placed on the March 6, 2023 City Council agenda for formal consideration.

PHASE 1 OF 3 ALL INCLUSIVE 5 YEAR COST

						Gutermann - ZONESCAN NB-
DESCRIPTION	QUANTITY	UNIT		Unit Cost	Discount	IOT
ZS-NBIOT-PROG-KIT	1	EACH	s	250.00	0%	\$ 250.00
ZS-NBIOT-KIT-90-29	52	EACH	\$	1,365.00	25%	\$ 53,235.00
NBIOT-SIMCARD	52	EACH	s	55.00	0%	\$ 2,860.00
ZS-LB-ANTENNAS	52	EACH	s	30.00	100%	s -
Training - On Site Includes One day of training, travel and expenses	1	LUMP SUM	s	2,500.00	0%	\$ 2,500.00
Shipping	3	EACH	s	40.00	0%	\$ 120.00
TOTAL COST INCLUSIVE- FIVE YEARS						\$ 58,965.00

PROGRAM 1 OF 3 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING COST	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	52	MONTHLY	\$ 1.50	\$ 936.00	\$ 4,680.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	52	MONTHLY	\$ 0.92	\$ 572.00	\$ 2,860.00	N/A
Total Recuuring Cost Years 6-10				\$ 1,508.00	s 7,540.00	N/A
Sensor Battery Replacement - Every 8 years	52	EACH	S 20.00	\$ 130.00	\$ 650.00	S 1,040.00
Total Recurring Cost-Year 8				\$ 1,638.00	S 8,190.00	s 1,040.00

	PHASE 1		AVERAG	E ANNUAL			REDUCED AVER	AGE
RETURN ON INVESTMENT	INVEST	MENT	WATER	LOSS COST	SAVINGS		ANNUAL WATEF	LOSS COST
PHASE 1-52 LOGGERS	s	58,965.00	\$	(327,084.14)	s	58,965.00	5	(268,119.14)

PHASE 2-

Break Size: 1/16" x 180 Degrees of 360										
		Price per 1,000 gallon-								
Pipe Diameter Per Inch	Daily Loss in Gallons	Wholesale	Annual Loss in Gallons	Annual Cost						
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68						
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67						
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04						
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72						
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81						
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49						
16	364 900	\$ 4.97	133 188 500	\$ 661.946.85						

	Break Size:	1/16" x 360 Degrees		
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	729.900	\$ 4.97	266.413.500	\$ 1.324.075.10

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS RATE IS AVERAGE DUE TO LMO REPPORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084.14
2021	7.509	136,19	49,711,17	s 4.97	\$ (247,064.54
2020	14.009	274,00	100,012,920	s 4.97	s (497,064.21
2019	6.609	113,98	41,604,160	\$ 4.96	\$ (206,356.63
2018	9.409	179,28	65,440,120	s 4.92	\$ (321,965.39
2017	18.209	389,810	142,281,000	S 4.85	-\$690,062.8
2016	14.409	292,000	106,580,000	S 4.80	-\$511,584.01
**2015	14.809	274,000	100,010,000	S 4.85	-\$485,048.50
*2014	4.559	99,200	94,535,000	\$ 4.68	-\$442,423.80
2013	3.189	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.769	89,233	32,569,665	\$ 2.73	-\$88,915.20
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase.

**New standards implemented for calculations-First standard goal is to be under 12% water loss

(4,385,307.58)

s

PHASE 2 OF 4 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	OUANTITY	UNIT		init Cost	Discount		Gutermann - ZONESCAN NB-IOT	
ZS-NBIOT-PROG-KIT	QUANITY	EACH		250.00	Discount 0%	£0?	250.00	
ZS-NBIOT-FROG-KIT ZS-NBIOT-KIT-90-29	193	EACH	s	1.365.00	30%	ŝ	184.411.50	
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00	
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	-	
SAMSUNG ACTIVE TABLET	1	EACH	\$	1,000.00	0%	\$	1,000.00	
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	s	2,500.00	0%	\$		
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	1	PER DAY	s	1,000.00	0%	\$	1,000.00	
ShippingEstimated	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00	
TOTAL COST INCLUSIVE- FIVE YEARS						\$	199,876.50	

PHASE 2 OF 4 ANNUAL RECURRING COST YEARS 6-10

HASE 2 OF 4 ANNUAL RECURKING COST TEARS 6-10								
Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST		ANNUAL RECURRIN	FIVE YEAR COST	EIGHT YEAR COST	
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1	.50	\$ 3,474.00	\$ 17,370.00	N/A	
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.	.92	\$ 2,123.00	\$ 10,615.00	N/A	
Total Recuuring Cost Years 6-10					\$ 5,597.00	\$ 27,985.00	N/A	
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.	.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00	
Total Recurring Cost-Year 8					\$ 6,079.50	\$ 30,397.50	\$ 3,860.00	

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL SAVINGS	AVERAGI WATER I WITH SA'		5 YI SAVI	EAR ANNUAL	ANNUAL PERCENTAGE SAVINGS BASED (TOTAL INVESTMI	
PHASE 1 -52 LOGGERS	\$ 58,965.00	******	\$ 58,965.00	\$ (2	68,119.14)	\$	(1,340,595.72)	8	8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$(268,119.14)	\$ 258,841.50	\$	(9,277.64)	\$	(46,388.22)	37	1.7%
TOTALS	\$258,841.50	N/A	N/A	N/A		N/A		46	5.3%
TOTAL INVESTMENT COST	\$685,965,00								

WATER LOSS CHART AND WHOLESALE COST

WATER LOSS CHART AND WHOLESALE COST									
Break S	ize: 1/16" x 180 Deg	grees of 360				Break Size:	1/16" x 360 Degre	es	
	Daily Loss in	Price per 1,000	Annual Loss in			Daily Loss in	Price per 1,000	Annual Loss in	
Pipe Diameter Per Inch	Gallors	gallon-Wholesale	Gallons	Annual Cost	Pipe Diameter Per Inch	Gallons	gallon	Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68	2	91,100	\$ 4.97	33,251,500	\$ 165,259.94
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67	4	182,500	\$ 4.97	66,612,500	\$ 331,064.1
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04	6	273,600	\$ 4.97	99,864,000	\$ 496,324.00
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72	8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81	10	456,200	\$ 4.97	166,513,000	\$ 827,569.6
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49	12	547,400	\$ 4.97	199,801,000	\$ 993,010.93
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85	16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

			UNACCOUNTABL		WHOLESALE COST PER	
		UNACCOUNTABL	E FLOW -	UNACCOUNTABLE	1000 GALLONS-RATE IS	
		E FLOW	GALLONS PER	FLOW - GALLONS	AVERAGE DUE TO LMO	
	WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	DAY	PER YEAR	REPPORTING CALENDER	WHOLESALE COST
	2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084
	2021	7.509	136,19	49,711,175	\$ 4.97	\$ (247,064
	2020	14.009	274,00	100,012,920	\$ 4.97	\$ (497,064
	2019	6.609	113,98	41,604,160	\$ 4.96	\$ (206,356
	2018	9.409	179,28	65,440,120	\$ 4.92	\$ (321,965
	2017	18.209	389,810	142,281,000	\$ 4.85	-\$690,06
	2016	14.409	292,00	106,580,000	\$ 4.80	-\$511,584
	**2015	14.809	274,00	100,010,000	\$ 4.85	-\$485,048
	*2014	4.559	99,20	94,535,00	\$ 4.68	-\$442,423
	2013	3.189	69,20	25,258,000	\$ 3.03	-\$76,531
	2012	3.769	89,23	32,569,669	\$ 2.73	-\$88,915
	2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560
	2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321
	2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456
	2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,711
	2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793
	2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637
	2005	3.80%	88,500	32,302,500	\$ 2.73	-\$\$8,18
AVERAGE		5.55%	129,080	47,114,200	\$ 2.73	-\$128,621

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE 3 OF 4 ALL INCLUSIVE 5 YEAR COST

							Gutermann -
DESCRIPTION	QUANTITY	UNIT	τ	nit Cost	Discount	ZON	ESCAN NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$	250.00	0%	\$	250.00
ZS-NBIOT-KIT-90-29	193	EACH	\$	1,365.00	30%	\$	184,411.50
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	
SAMSUNG ACTIVE TABLET	0	EACH	\$	1,000.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$	2,500.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	2	PER DAY	s	1.000.00	0%	s	2.000.00
Shipping Estima ted	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS	i	i	1			ŝ	199,876,50

PHASE 3 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNITO	COST	ANN	UALRECURRI	FIVEY	EAR COST	EIGHTY	EAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$	1.50	\$	3,474.00	s	17,370.00	N/A	
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$	0.92	\$	2,123.00	s	10,615.00	N/A	
TotalRecuuring Cost Years 6-10					\$	5,597.00	\$	27,985.00	N/A	
Sensor Battery Replacement - Every 8 years	193	EACH	\$	20.00	s	482.50	\$	2,412.50	\$	3,860.0
Total Recurring Cost-Year 8					s	6,079.50	s	30,397.50	s	3,860.0

		AVERAGE				ANNUAL
RETURN ON INVESTMENT	INVESTMENT	ANNUAL WATER LOSS	ANNUAL	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS		PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)		\$ (268,119.14)		8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE 3 -193 LOGGERS	\$199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
TOTALS	\$458,718.00	N/A	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$685,965.00					

WATER LOSS CHART AND WHOLESALE COST

Br cak 5	ize: 1/16" x 180 De	grees of 360				Break Size: 1/	16" x 360 Degrees		
	Daily Loss in	Price per 1,000 gallon-	Annual Loss in				Price per 1,000	Annual Loss in	
Pipe Diameter Per Inch	Gallors	Wholesale	Gallors	Annual Cost	Pipe Diameter Per Inch	Daily Loss in Gallons	gallon	Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68	2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67	4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
б	136,800	\$ 4.97	49,932,000	\$ 248,162.04	6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72	8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81	10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49	12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85	16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

				WHOLFSALE COST PER	
	UNACCOUNTABL	UNACCOUNTABLE	UNACCOUNTABLE	1000 GALLONS-RATE IS	
	EROW	FLOW - GALLONS PER	FLOW - GALLONS	AVER AGE DUE TO LMO	
WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	DAY	PER YEAR	REPFORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084
2021	7.509	136,193	49,711,175	\$ 4.97	\$ (247,064
2020	14.009	274,008	100,012,92	\$ 4.97	\$ (497,064
2019	6.607	113,984	41,604,160	\$ 4.96	\$ (206,356
2018	9.409	179,288	65,440,12	\$ 4.92	\$ (321,965
2017	18.209	389,810	142,281,000	\$ 4.85	-\$690,062
2016	14.409	292,000	106,580,000	\$ 4.80	-\$511,584
**2015	14.809	274,000	100,010,000	\$ 4.85	-\$485,048
*2014	4.35%	99,20	94,535,000	\$ 4.68	-\$442,423
2013	3.189	69,200	25,258,000	\$ 3.03	-\$76,531
2012	3.769	89,232	32,569,69	\$ 2.73	-\$88,915
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185
VERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.

* A major leak was idneified at Cass Ave and South Fontage R-baccounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE 4 OF 4 ALL INCLUSIVE 5 YEAR COST

						Gut	termann - ZONESCAN
DESCRIPTION	QUANTITY	UNIT		Unit Cost	Discount		NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$	250.00	0%	\$	250.00
ZS-NBIOT-KIT-90-29	193	EACH	\$	1,365.00	30%	\$	184,411.50
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	-
SAMSUNG ACTIVE TABLET	0	EACH	\$	1,000.00	0%	\$	-
						_	
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$	2,500.00	0%	\$	-
Training - On Site Includes One day of training, travel and expenses- CONTINGENCY		PER DAY		1.000.00	0%	s	2,000.00
			3				
ShippingEstimated	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS						s	199,876.50

PHASE 4 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING O	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recuuring Cost Years 6-10	193			\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8				\$ 6,079.50	\$ 30,397.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL	AVERAGE ANNUAL WATER LOSS COST WITH SAVINGS		ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$ 199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE 3 -193 LOGGERS	\$ 199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
PHASE 4 -193 LOGGERS	\$ 199,876.50	\$ 449,440.36	N/A	N/A	N/A	N/A
TOTALS	\$ 658,594.50	s -	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$ 685,965.00					

WATER LOSS CHART AND WHOLESALE COST

Break S	Size: 1/16" x 180 Deg	rees of 360		
		Price per 1,000 gallon-		
Pipe Diameter Per Inch	Daily Loss in Gallons	Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85

	Break Size: 1/	16">	< 360 Degrees			
		Pr	rice per 1,000	Annual Loss in		
Pipe Diameter Per Inch	Daily Loss in Gallons		gallon	Gallons	Annual Cost	
2	91,100	\$	4.97	33,251,500	\$	165,259.96
4	182,500	\$	4.97	66,612,500	\$	331,064.13
6	273,600	\$	4.97	99,864,000	\$	496,324.08
8	364,800	\$	4.97	133,152,000	\$	661,765.44
10	456,200	\$	4.97	166,513,000	\$	827,569.61
12	547,400	\$	4.97	199,801,000	\$	993,010.97
16	729,900	Ś	4.97	266.413.500	Ś	1.324.075.10

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS-RATE IS AVERAGE DUE TO LMO REPPORTING CALENDER	WHOLESALE COST
2022	9.80%	177,099	64,641,135	\$ 5.06	\$ (327,084.14)
2021	7.50%	136,195	49,711,175	\$ 4.97	\$ (247,064.54)
2020	14.00%	274,008	100,012,920	\$ 4.97	\$ (497,064.21)
2019	6.60%	113,984	41,604,160	\$ 4.96	\$ (206,356.63)
2018	9.40%	179,288	65,440,120	\$ 4.92	\$ (321,965.39)
2017	18.20%	389,810	142,281,000	\$ 4.85	-\$690,062.85
2016	14.40%	292,000	106,580,000	\$ 4.80	-\$511,584.00
**2015	14.80%	274,000	100,010,000	\$ 4.85	-\$485,048.50
*2014	4.55%	99,200	94,535,000	\$ 4.68	-\$442,423.80
2013	3.18%	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.76%	89,232	32,569,669	\$ 2.73	-\$88,915.20
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

(4,385,307.58)

s

Regina Kokkinis

From: Sent: To: Subject: Dan Gombac Wednesday, February 22, 2023 3:17 PM Regina Kokkinis Leak Loggers

Need to incorporate email into agenda memo that the prices will be held.

From: Kris Throm <kthrom@darienil.gov> Sent: Wednesday, February 22, 2023 10:23 AM To: Dan Gombac <dgombac@darienil.gov> Subject: FW: Checking In

See below for Gutermann pricing.

Thanks,

Kris Throm City of Darien Municipal Services Superintendent (630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DIRECT CONNECT Follow the link below and subscribing is simple! <u>http://www.darien.il.us/Reference-Desk/DirectConnect.aspx</u>

From: Cameron Keyes <<u>cameron.keyes@gutermann-water.com</u>>
Sent: Tuesday, February 21, 2023 12:36 PM
To: Kris Throm <<u>kthrom@darienil.gov</u>>
Subject: Re: Checking In

Hello Kris,

Thanks for the email. The pricing will be good for the entire project!

As for a trial and a Western Springs contact yes. I say we set up 10 or so loggers in your system ASAP. I'll be in the area for WaterCon the week of March 20th. Do you want to schedule something for the 23rd?

Looking forward to it.

Cameron Keyes

Director - North America : Gutermann, Inc.

C: 603-320-9166 F: 603-292-6171

www.linkedin.com/in/cameronkeyesgutermann



Correlating Loggers & Permanent Monitoring Systems

ZONESCANA: P.O.

Smallest correlating radio logger on the market.

- Correlating loggers with high pinpointing accuracy for mobile applications (Lift & Shift or Drive-by)
- Intuitive and versatile Android software ZONESCAN Smart for use with phones and tablets
- Optional data upload to ZONESCAN Net cloud service
- Optimised battery life

Fixed Distribution Network Monitoring

ZONESCAN

Compact permanently installed noise loggers with direct NB-IoT data communication to the Gutermann Cloud.

- Robust data communication of the logger from the chamber to the cloud, even through cast iron lids
- Automatic synchronisation of loggers for accurate leak pinpointing (full correlation)
- NB-IoT is perfect for environmental monitoring thanks to excellent deep coverage, low communication costs and high energy-efficiency
- Easy installation with ZONESCAN INSTALL Battery changeable in the field

ZONESCAN ALP AV

Fully correlating monitoring system with complete RF infrastructure.

- Award-winning permanent monitoring system for municipalities without reliable NB-IoT cell coverage
- Fully automatic and highly accurate leak alarming and pinpointing
- Sophisticated Gutermann Cloud software with map-based views, dashboards reports and event management tools
- Hundreds of systems installed around the world

Fixed Trunk Main Monitoring

HISCAN

Permanent trunk main monitoring with hydrophones.

- Daily automatic correlations and near real-time leak alarms
- Precise pinpointing even of small emerging leaks
- Increased sensitivity even on plastic pipes using redesigned hydrophones
- Long distances between measuring points
- Energy independence thanks to solar panels
- Upload of data to the ZONESCAN Net cloud

140	 	











Gutermann AG Landis + Gyr-Strasse 1 CH-6300 Zug, Switzerland T. +41 41 7606033 F. +41 41 7606034 E. info@gutermann-water.com W. gutermann-water.com



MULTISCAN 🖋 ZONESCAN 🗱 🕬 🔊 🖓 🖓 🖓 🖉

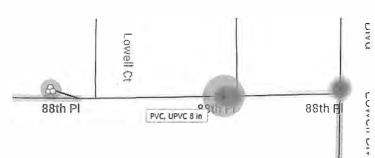


Product: MULTISCAN

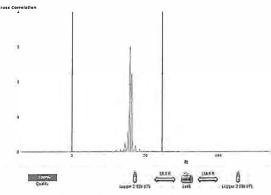
Type: Real-Time/Overnight Multi-point Correlator

Utility/Company: Westminster, CO Pipe Material/Diameter: 8" PVC Main Correlation Quality(s): 100% Time of Measurement: 8:37 A.M.

Summary: Leak was found after a pro-active leak survey, aimed at reducing non-revenue water. Three (3) sensors produced three leak correlations; one directly at the T-intersection between two sensors placed on Lowell Blvd, and two directly on the leaky hydrant's position, on 88th Pl. The leak was due to a corroded hydrant shoe valve, which was later replaced.







ZONESCAN NET Correlation Graph



ZONESCAN NET Street View



Leak on Corroded Hydrant Shoe



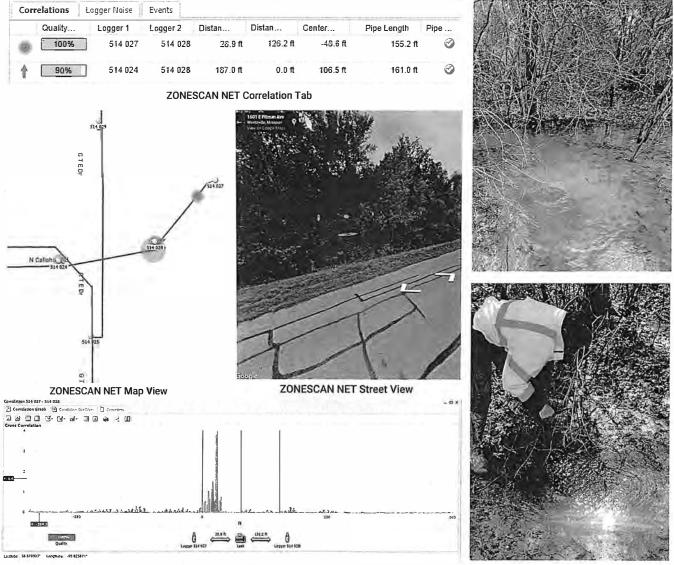
Product: ZONESCANA:

Type: Correlating Radio Loggers in Lift & Shift mode

Utility/Company: Wentzville OH Pipe Material/Diameter: 6" Ductile Iron

Time of Measurement: 2:00 A.M.

Summary: During a pro-active leak survey, ten (10) sensors were placed in an area that was thought to be quiet. To the operator's surprise, one logger returned a high "leak score." After an investigation, the crew found a creek with an abandoned service line near the logger, and deployed the loggers again. Sure enough, the loggers pinpointed leaks on the service - leaks which were discovered to be the source of the pond (see photos below). After the line was shut off, the water drained into a nearby creek.



ZONESCAN NET Correlation Graph of 100% leak

(Above) Pond created by the larger leak. (Below) Puddle created by the smaller leak.

Return on Investment: Though the crew did not know how long the leak had been active, they calculated that over a conservative period of 6 months, the excess production cost due to the leaks was roughly \$96,000. With the cost of equipment, and liberal estimates of man power hours, Wentzville's return on investment for finding the two leaks in question was over \$73,000.



Product: ZONESCAN

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

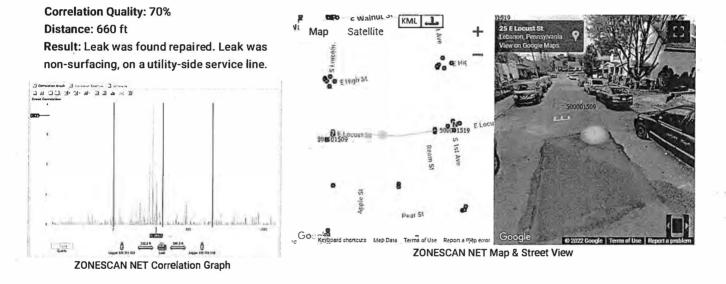
Utility/Company: Lebanon PA

ZONESCAN NET Correlation Graph

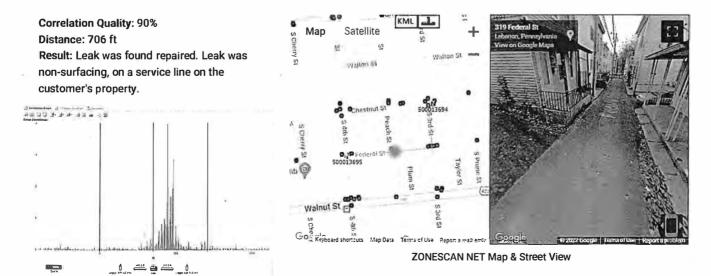
Pipe Material/Diameter: 4" CI Main w/ 3/4" Copper Service

Summary: Lebanon PA installed their NB-IoT logger system in 2020, starting with 30 loggers, and expanding to 130 loggers in 2022. Since install, the system has boasted over 95% connectivity on a consistent basis, and has found over thirty leaks for the city. The two examples below are from the earliest, and most recent, days of install, respectively. Lebanon PA has made excellent use of the Events feature of ZONESCAN NET, which pings the user on new high-quality correlations, and allows the city to keep track of their investigated leaks, as well as label which correlations are due to other noise sources, such as PRVs.

Leak 1: Sept. 19, 2020 - 2:00 A.M.



Leak 2: June 3rd, 2022 - 2:00 A.M.



GUTERMANN

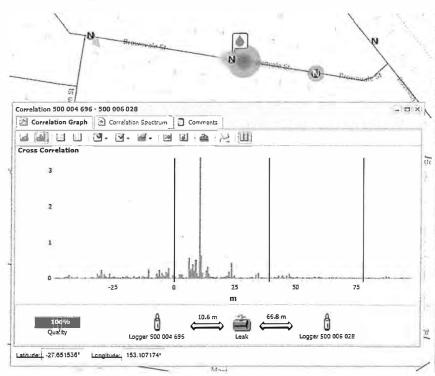
Product: ZONESCAN

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

Utility/Company: City of Logan, Australia

Pipe Material/Diameter: 100mm (4") PVC main w/ 100mm (3/4") poly conduit

Summary: The City of Logan, after tremendous success with their ZONESCAN 820 lift & shift program, implemented a 300-point ZONESCAN NB-IoT system in May of 2021. In the first few months, the system found a total of 23 leaks (both mainline and customer-side), which saved an estimated \$261k USD annually in non-revenue water. Pictured below is the most costly leak that was found by the system: a non-surfacing leak caused by a damaged road conduit. The city meticulously recorded every aspect of the found leaks, noting details such as identification-to-stoppage times, and gal/m losses.





Pipe Info: 100mm (4 in.) PVC main & 20mm (0.75 in.) poly road conduit Correlation Score: 100% Logger Spacing: 77.4m (254 ft)

Total Time from Identification to Stoppage: 29.45 hrs

Leakage Rate: 97.52 L/m (25.76 gal/m)

Actual Non-Revenue Water Loss: \$538.00 USD or 172 KL

Total Estimated Non Revenue Water Loss Annually (in USD): \$147,133.00

Return on Investment: Though the NB-IoT system will continue to monitor the utility's water system for years to come, large and costly leaks caught early have provided a near full return on investment in the span of just two months. This startling success led the city to invest in creating purpose-built, ultrasecure chambers to better cover their mixed material system with NB-IoT Loggers where no valves are present.

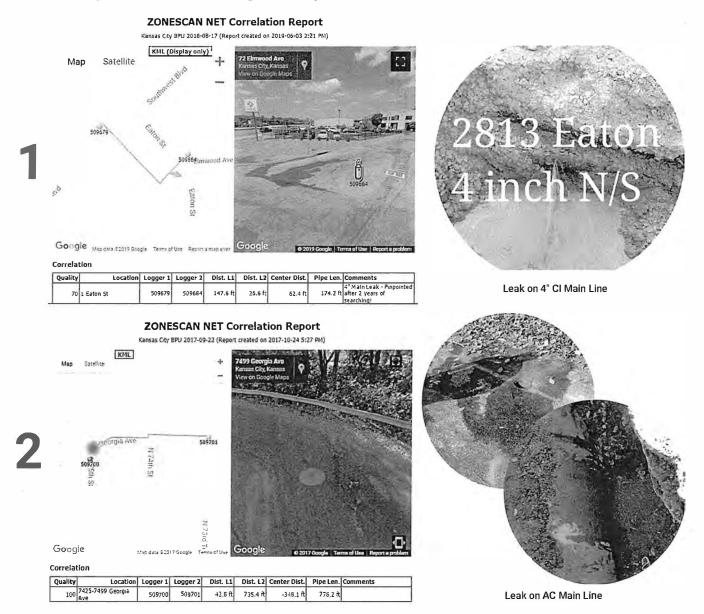




Product: ZONESCANA: 107 & AQUASCANA: 107

Utility/Company: Kansas City BPU, KS

Summary: In an effort to reduce its 35% water loss, the utility conducted a proactive leak survey using 50 overnight correlating loggers, and an AQUASCAN 610 real-time correlator. The survey spanned 144 miles of pipe, and lasted 61 days, with one worker able to deploy up to 25 loggers per hour. Pictured below are three examples of leaks found during the survey.



Return on Investment: The survey identified a total of 64 leaks - 25 mainline, 12 service, 5 hydrants, 8 mainline/hydrant valves, and 14 customer-side leaks. Subsequent repairs took the utility from 1.55 MGD (approx. \$16.5k per mo.) losses to 0.662 MGD (approx. \$7k per mo.) losses, a reduction of over 20% in just two months.



Gutermann, Inc. 55 Main Street, Suite 409 Newmarket, NH 03587 ↓ 1-603-200-0340
 ↓ 1-833-WTR-LEAK
 ▲ usa@gutermann-water.com
 ☐ gutermann-water.com

RESOLUTION NO. R-32-23

A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 1-LEAK LOGGER PROGRAM, CONSISTING OF FIFTY-TWO LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$58,965

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal for the purchase of the Phase 1-Leak Logger Program, consisting of fifty-two leak logger units from Gutermann Inc., in an amount not to exceed \$58,965, 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 6th day of March 2023.

AYES:	<u>7 - Belczak, Chlystek, Gustafson, Kenny, Schauer, Sullivan, Vaughan</u>	_
NAYS:	O - NONE	
ABSENT:	O - NONE	

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of March 2023.

neph G. Mark JOSEPH MARCHESE, MAYOR

ATTEST; JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Exhibit A



Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Involcing Address:

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Shipping Address:

Darien Public Works - IL 1041 S. Frontage Rd Darien IL 60561 United States

Quotation

Email:	cameron.keyes@gutermann-water.com
Phone:	
Your Contact Person:	Cameron Keyes
Reference:	USA20230109CK NBIOT
Expiration Date:	04/09/2023
Quotation Date:	01/09/2023
Quotation Number:	S/GUS/2301183

	Pas	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
2	1	1.00	Pcs	ZS-NBIOT-PROG- KIT	[ZS-NBIOT-PROG-KIT] ZS NB-IoT programming kit	250.00	0.00		\$ 250.00
	2	52.00	Pcs	ZS-NBIOT-KIT-90- 29	[ZS-NBIOT-KIT-90-29] ZONESCAN NB-IoT correlating leak logger incl antenna (12,13,17,28 (90mm), 290 cm)	1,365.00	25.00		\$ 53,235,00
					Included in Price: five year subscription for battery change, warranty and hosting fee, per logger. (\$1.50 Per Month / Logger after the 5 years)				
	3	52.00	Pcs	NBIOT-SIMCARD	[NBIOT-SIMCARD] ZONESCAN NB-IoT data SIM card.	55.00	0.00		\$ 2,860.00
					Five year hosting and management subscription, per logger				
-	4	52.00	Pcs	ZS-LB-ANT	[ZS-LB-ANT] ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
	5	1.00	Units	Included	Training - Web Based - included in equipment price	0.00	0.00		\$ 0.00
	6	1.00	Units	Includes - one day training, travel and expenses	Training - On site (Days) - Includes One day of training, travel and expenses	2,500.00	0,00		\$ 2,500.00
	7	3.00	Units		Shipping Cost	40.00	0.00		\$ 120.00

Account number 9242620600 Federal ID 20-8983602 Page: 1 / 2



Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Subtotal	\$ 58,965.00
Total	\$ 58,965.00

Payment terms: 30 Days



Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Invoicing Address:

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Shipping Address:

Darien Public Works - IL 1041 S. Frontage Rd Darien IL 60561 United States

Quotation

S/GUS/2301183
01/09/2023
04/09/2023
USA20230109CK NBIOT
Cameron Keyes
cameron.keyes@gutermann-water.com

	Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
8	1	1.00	Pcs	ZS-NBIOT-PROG- KIT	[ZS-NBIOT-PROG-KIT] ZS NB-IoT programming kit	250.00	0.00		\$ 250.00
	2	545.00	Pcs	ZS-NBIOT-KIT-90- 29	[ZS-NBIOT-KIT-90-29] ZONESCAN NB-IoT correlating leak logger incl antenna (12,13,17,28 (90mm), 290 cm) Included in Price: five year subscription for battery change, warranty and hosting fee, per logger.	1,365.00	30.00		\$ 520,747.50
	3	545.00	Pcs	NBIOT-SIMCARD	[NBIOT-SIMCARD] ZONESCAN NB-IoT data SIM card.	55.00	0.00		\$ 29,975.00
					Five year hosting and management subscription, per logger				
7	4	545.00	Pcs	ZS-LB-ANT	[ZS-LB-ANT] ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
	5	1.00	Units		Samsung Active 3 Tablet	1,000.00	0.00		\$ 1,000.00
	6	1.00	Units	Included	Training - Web Based - included in equipment price	0.00	0.00		\$ 0.00
	7	1.00	Units	Includes - one day training, travel and expenses	Training - On site (Days) - Includes One day of training, travel and expenses	2,500.00	0.00		\$ 2,500.00

Account number 9242620600



Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
8 1.00	1.00	Units	Includes - one day training, travel and expenses	Training - On site (Days) - Each Additional Day	1,000.00	0.00		\$ 1,000.00
					Subtotal			\$ 555,472.50
					Total			\$ 555,472.50

Payment terms: 30 Days

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-32-23 — "A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 1-LEAK LOGGER PROGRAM, CONSISTING OF FIFTY-TWO LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$58,965" of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on March 6, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 6th day of March, 2023.





March 9, 2023

Gutterman, Inc. Attn: Cameron Keyes 55 Main St., Suite 311 Newmarket, NH 03857

RE: leak logger program – phase 1

Dear Cameron Keyes,

Enclosed please find a certified copy of *Resolution No. R-32-23 – "A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 1 - LEAK LOGGER PROGRAM, CONSISTING OF FIFTY-TWO LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$58,965"* passed by the City Council at its regular meeting on March 6, 2023.

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

Sincerely, CITY OF-DARIEN

ora

Daniel Gombac Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk Kris Throm, Superintendent of Municipal Services

City of Darien 1702 Plainfield Road Darien, IL 60561

AGENDA MEMO City Council June 5, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of the Phase 2-Leak Logger Program, consisting of 146 leak logger units from Gutermann Inc., in an amount not to exceed \$219,191.70

RESOLUTION

BACKGROUND/HISTORY

The proposed leak detection system is Phase 2-4 utilized by the Water Division to proactively locate and pinpoint leaks while they are small. The detectors, (loggers) are placed in water vaults and/or hydrant auxiliary valves. The loggers detect leaks through sound waves. When a leak occurs, the sound will amplify from the pipe and the adjacent area. As the detection state changes, a water sensor will be awakened on the radio and send data to a wireless gateway. Through a correlation process the loggers calculate the origin of the leak and process the information through the Gutermann I-Cloud gateway service. The cloud-based technology than sends an alert to a monitoring app on a mobile device or desktop application.

This program will also eliminate the need to outsource leak locating services at a cost of approximately 15,000-20,000 per year upon full deployment of the leak loggers. The loggers will provide daily monitoring, 365 days a year. The program will have hosting costs after the initial five years, see attached sheet labeled as **Attachment A**.

This program is considered Phase 2 of 4 and is budgeted over a three-year program, pending budget considerations. The cost of the entire program will be approximately \$616,000 with reoccurring costs after the initial five years of each phase. As stated in the attached email, the pricing will be honored for the entire project, see <u>Attachment B</u>. A further evaluation on the the return on investment throughout each phase was calculated and the program would pay for itself in 2.25 to 2.5 years. The reoccurring costs would be budget beginning 2027/2028. Please see <u>Attachment A</u>, summarizing the phases and costs. As additional information, <u>Attachment C</u> is technical information regarding the system.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE	
	Capital Purchases Leak Detection				
02-50-4815	Equipment & Data Loggers	\$220,000.00	\$219,191.70	\$808.30	

STAFF RECOMMENDATION

Staff recommends a resolution authorizing the purchase of the Phase 2-Leak Logger Program, consisting of 146 leak logger units from Gutermann Inc., in an amount not to exceed \$219,191.70.

Leak Loggers 6/5/23 Page 2

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on June 5, 2023. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

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

PHASE 1 OF 3 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	QUANTITY	UNIT		Unit Cost	Discount	Gutermann - ZONESCAN NB- IOT
ZS-NBIOT-PROG-KIT	1	EACH	s	250.00	0%	\$ 250.00
ZS-NBIOT-KIT-90-29	52	EACH	\$	1,365.00	25%	\$ 53,235.00
NBIOT-SIMCARD	52	EACH	\$	55.00	0%	\$ 2,860.00
ZS-LB-ANTENNAS	52	EACH	s	30.00	100%	s -
Training - On Site Includes One day of training, travel and expenses	1	LUMP SUM	s	2,500.00	0%	\$ 2,500.00
Shipping	3	EACH	s	40.00	0%	\$ 120.00
TOTAL COST INCLUSIVE- FIVE YEARS						\$ 58,965.00

PROGRAM 1 OF 3 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING COST	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	52	MONTHLY	s 1.50	\$ 936.00	\$ 4,680.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	52	MONTHLY	\$ 0.92	\$ 572.00	\$ 2,860.00	N/A
Total Recuuring Cost Years 6-10				\$ 1,508.00	s 7,540.00	N/A
Sensor Battery Replacement - Every 8 years	52	EACH	\$ 20.00	\$ 130.00	\$ 650.00	\$ 1,040.00
Total Recurring Cost-Year 8				\$ 1,638.00	S 8,190.00	s 1,040.00

	PHASE 1		AVERAG	E ANNUAL			REDUCED AVER	AGE
RETURN ON INVESTMENT	INVEST?	dENT	WATER I	.0SS COST	SAVINGS		ANNUAL WATER	LOSS COST
PHASE 1-52 LOGGERS	\$	58,965.00	s	(327,084.14)	s	58,965.00	s	(268,119.14)

PHASE 2-

Break Size: 1/16" x 180 Degrees of 360												
		Price per 1,000 gallon-										
Pipe Diameter Per Inch	Daily Loss in Gallons	Wholesale	Annual Loss in Gallons	Annual Cost								
2	45,600	\$ 4.97	16,644,000	\$ 82,720.								
4	81,400	\$ 4.97	29,711,000	\$ 147,663.								
6	136,800	\$ 4.97	49,932,000	\$ 248,162.								
8	182,400	\$ 4.97	66,576,000	\$ 330,882.								
10	228,100	\$ 4.97	83,256,500	\$ 413,784.								
12	273,700	\$ 4.97	99,900,500	\$ 496,505.								
16	364 900	\$ 4.97	133 188 500	\$ 661.946								

	Break Size:	1/16" x 360 Degrees		
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

				WHOLESALE COST PER 1000 GALLONS	
	UNACCOUNTABLE FLOW	UNACCOUNTABLE FLOW	UNACCOUNTABLE FLOW -	RATE IS AVERAGE DUE TO LMO	
WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	GALLONS PER DAY	GALLONS PER YEAR	REPPORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084.14
2021	7.509	136,19	49,711,175	\$ 4.97	\$ (247,064.54
2020	14.009	274,008	100,012,920	S 4.97	\$ (497,064.21
2019	6.609	113,98	41,604,160	\$ 4.96	\$ (206,356.63
2018	9.409	179,289	65,440,120	\$ 4.92	\$ (321,965.39
2017	18.209	389,810	142,281,000	\$ 4.85	-\$690,062.8
2016	14.409	292,000	106,580,000	S 4.80	-\$511,584.01
**2015	14.809	274,000	100,010,000	\$ 4.85	-\$485,048.50
*2014	4.559	99,200	94,535,000	\$ 4.68	-\$442,423.81
2013	3.189	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.769	89,233	32,569,666	\$ 2.73	-\$88,915.21
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

* A major leak was identified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE 2 OF 4 ALL INCLUSIVE 5 YEAR COST

DESCRIPTION	OUANTITY	UNIT		init Cost	Discount		Gutermann - NESCAN NB-IOT
ZS-NBIOT-PROG-KIT	QUANITY	EACH		250.00	Discount 0%	202	250.00
ZS-NBIOT-PROG-KIT ZS-NBIOT-KIT-90-29	193	EACH	s	1.365.00	30%	\$ \$	184,411,50
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	-
SAMSUNG ACTIVE TABLET	1	EACH	\$	1,000.00	0%	\$	1,000.00
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	s	2,500.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	1	PER DAY	s	1,000.00	0%	\$	1,000.00
ShippingEstimated	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS						\$	199,876.50

PHASE 2 OF 4 ANNUAL RECURRING COST YEARS 6-10

PHASE 2 OF 4 ANNUAL RECORKING COST YEARS 6	-10						
Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNIT COST		ANNUAL RECURRIN	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	\$ 1	.50	\$ 3,474.00	\$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$ 0.	.92	\$ 2,123.00	\$ 10,615.00	N/A
Total Recuuring Cost Years 6-10					\$ 5,597.00	\$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.	.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8					\$ 6,079.50	\$ 30,397.50	\$ 3,860.00

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL SAVINGS	WATI	AGE ANNUAL ER LOSS COST SAVINGS	5 YI SAV	EAR ANNUAL INGS	ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1-52 LOGGERS	\$ 58,965.00	******	\$ 58,965.00	\$	(268,119.14)	\$	(1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$(268,119.14)	\$ 258,841.50	\$	(9,277.64)	\$	(46,388.22)	37.7%
TOTALS	\$258,841.50	N/A	N/A	N/A		N/A		46.3%
TOTAL INVESTMENT COST	\$685,965,00							

WATER LOSS CHART AND WHOLESALE COST

WATER LOSS CHART AND WHOLESALE COST					_					
Break	Size: 1/16" x 180 De	grees of 360				Break Size: 1/16" x 360 Degrees				
	Daily Loss in	Price per 1,000	Annual Loss in				Daily Loss in	Price per 1,000	Annual Loss in	
Pipe Diameter Per Inch	Gallors	gallon-Wholesale	Gallons	Annual Cost		Pipe Diameter Per Inch	Gallons	gallon	Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68		2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67		4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04		6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72		8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81		10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49		12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85		16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

	1	UNACCOUNTABL		WHOLESALE COST PER	
	UNACCOUNTABL	E FLOW -	UNACCOUNTABLE	1000 GALLONS-RATE IS	
	E FLOW	GALLONS PER	FLOW - GALLONS	AVERAGE DUE TO LMO	
WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	DAY	PER YEAR	REPPORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,133	\$ 5.06	\$ (327,084
2021	7.509	136,19	49,711,175	\$ 4.97	\$ (247,064
2020	14.009	274,000	100,012,920	\$ 4.97	\$ (497,064
2019	6.609	113,98	41,604,160	\$ 4.96	\$ (206,356
2018	9.409	179,28	65,440,120	\$ 4.92	\$ (321,965
2017	18.209	389,810	142,281,000		-\$690,06
2016	14.409	292,00	106,580,000		-\$511,58
**2015	14.809	274,00	100,010,000		-\$485,04
*2014	4.559	99,20	94,535,000		-\$442,42
2013	3.189	69,20	25,258,000		-\$76,531
2012	3.769	89,23	32,569,669	\$ 2.73	-\$88,91
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,56
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,32
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,45
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,79
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,18
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE3 OF 4 ALL INCLUSIVE5 YEAR COST

							Gutermann -
DESCRIPTION	QUANTITY	UNIT	τ	nit Cost	Discount	ZON	ESCAN NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$	250.00	0%	\$	250.00
ZS-NBIOT-KIT-90-29	193	EACH	\$	1,365.00	30%	\$	184,411.50
NBIOT-SIMCARD	193	EACH	\$	55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$	30.00	100%	\$	
SAMSUNG ACTIVE TABLET	0	EACH	\$	1,000.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$	2,500.00	0%	\$	
Training - On Site Includes One day of training, travel and expenses-CONTINGENCY	2	PER DAY	s	1.000.00	0%	s	2.000.00
Shipping Estima ted	1	LUMP SUM	\$	2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS	i	i	1			ŝ	199,876,50

PHASE 3 OF 4 ANNUAL RECURRING COST YEARS 6-10

Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UNITO	OST	ANN	UALRECURRI	FIVEY	EAR COST	EIGHTY	EAR COST
Per Sensor System Charge - Every year for 5 year term (\$18/Year)	193	MONTHLY	s	1.50	\$	3,474.00	s	17,370.00	N/A	
Per Sensor Wireless Access - Every year for 5 year term (\$11/Year)	193	MONTHLY	\$	0.92	\$	2,123.00	s	10,615.00	N/A	
TotalRecuuring Cost Years 6-10					\$	5,597.00	\$	27,985.00	N/A	
Sensor Battery Replacement - Every 8 years	193	EACH	\$	20.00	\$	482.50	\$	2,412.50	\$	3,860.0
Total Recurring Cost-Year 8					s	6,079.50	s	30,397.50	s	3,860.0

RETURN ON INVESTMENT	INVESTMENT	AVERAGE ANNUAL WATER LOSS COST	ANNUAL	A VERAGE ANNUAL WA TER LOSS COST WITH SA VINGS		ANNUAL PERCENTAGE SAVINGS BASED ON TOTAL INVESTMENT
PHASE 1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%
PHASE 3 -193 LOGGERS	\$199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%
TOTALS	\$458,718.00	N/A	N/A	N/A	N/A	113.2%
TOTAL INVESTMENT COST	\$685,965.00					

WATER LOSS CHART AND WHOLESALE COST

- [Br cak 3	ize: 1/16" x 180 De	grees of 360				Break Size: 1/	16" x 360 Degrees		
- [Daily Loss in	Price per 1,000 gallon-	Annual Loss in				Price per 1,000	Annual Loss in	
L	Pipe Diameter Per Inch	Gallors	Wholesale	Gallors	Annual Cost	Pipe Diameter Per Inch	Daily Loss in Gallons	gallon	Gallons	Annual Cost
- [2	45,600	\$ 4.97	16,644,000	\$ 82,720.68	2	91,100	\$ 4.97	33,251,500	\$ 165,259.96
- [4	81,400	\$ 4.97	29,711,000	\$ 147,663.67	4	182,500	\$ 4.97	66,612,500	\$ 331,064.13
- [6	136,800	\$ 4.97	49,932,000	\$ 248,162.04	6	273,600	\$ 4.97	99,864,000	\$ 496,324.08
- [8	182,400	\$ 4.97	66,576,000	\$ 330,882.72	8	364,800	\$ 4.97	133,152,000	\$ 661,765.44
- E	10	228,100	\$ 4.97	83,256,500	\$ 413,784.81	10	456,200	\$ 4.97	166,513,000	\$ 827,569.61
- [12	273,700	\$ 4.97	99,900,500	\$ 496,505.49	12	547,400	\$ 4.97	199,801,000	\$ 993,010.97
- [16	364,900	\$ 4.97	133,188,500	\$ 661,946.85	16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10

				WHOLESALE COST PER	
	UNACCOUNTABL	UNACCOUNTABLE	UNACCOUNTABLE	1000 GALLONS-RATE IS	
	EFLOW	FLOW - GALLONS PER	FLOW - GALLONS	AVER AGE DUE TO LMO	
WATER INVENTORY (LMO) REPORTING YEAR	PERCENTAGE	DAY	PER YEAR	REPPORTING CALENDER	WHOLESALE COST
2022	9.809	177,099	64,641,13	\$ 5.06	\$ (327,084.1
2021	7.509	136,193	49,711,17	\$ 4.97	\$ (247,064.)
2020	14.009	274,008	100,012,92	\$ 4.97	\$ (497,064.)
2019	6.607	113,984	41,604,160	\$ 4.96	\$ (206,556.0
2018	9.409	179,288	65,440,12	\$ 4.92	\$ (321,965.)
2017	18.209	389,810	142,281,000	\$ 4.85	-\$690,062
2016	14.409	292,000	106,580,000	\$ 4.80	-\$511,584
**2015	14.809	274,000	100,010,000		-\$485,048.
*2014	4.559	99,20	94,535,00	\$ 4.68	-\$442,423.1
2013	3.189	69,20	25,258,000	\$ 3.03	-\$76,531.
2012	3.769	89,23	32,569,661	\$ 2.73	-\$88,915.
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.9
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.1
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.1
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.5
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.1
VERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.7

* A major leak was idneified at Cass Ave and South Fontage R-baccounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

\$ (4,385,307.58)

PHASE 4 OF 4 ALL INCLUSIVE 5 YEAR COST

					Gut	termann - ZONESCAN
DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount		NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$ 250.00	0%	\$	250.00
ZS-NBIOT-KIT-90-29	193	EACH	\$ 1,365.00	30%	\$	184,411.50
NBIOT-SIMCARD	193	EACH	\$ 55.00	0%	\$	10,615.00
ZS-LB-ANTENNAS	193	EACH	\$ 30.00	100%	\$	-
SAMSUNG ACTIVE TABLET	0	EACH	\$ 1,000.00	0%	\$	-
Training - On Site Includes One day of training, travel and expenses	0	LUMP SUM	\$ 2,500.00	0%	\$	-
Training - On Site Includes One day of training, travel and expenses-						
CONTINGENCY	2	PER DAY	\$ 1,000.00	0%	\$	2,000.00
ShippingEstimated	1	LUMP SUM	\$ 2,600.00	0%	\$	2,600.00
TOTAL COST INCLUSIVE- FIVE YEARS					s	199,876.50

PHASE 4 OF 4 ANNUAL RECURRING COST YEARS 6-10

QUANTITY	UNIT	UNIT COST	ANNUAL RECURRING	FIVE YEAR COST	EIGHT YEAR COST
193	MONTHLY	\$ 1.50	\$ 3,474.00	\$ 17,370.00	N/A
193	MONTHLY	\$ 0.92	\$ 2,123.00	\$ 10,615.00	N/A
193			\$ 5,597.00	\$ 27,985.00	N/A
193	EACH	\$ 20.00	\$ 482.50	\$ 2,412.50	\$ 3,860.00
			\$ 6,079.50	\$ 30,397.50	\$ 3,860.00
	193 193 193	193 MONTHLY 193 MONTHLY	193 MONTHLY S 1.50 193 MONTHLY S 0.92 193	193 MONTHLY S 1.50 S 3,474.00 193 MONTHLY S 0.92 S 2,123.00 193 S 5,597.00 S 5,597.00 193 EACH S 20.00 S 482.50	193 MONTHLY S 1.50 S 3.474.00 S 17,370.00 193 MONTHLY S 0.92 S 2,123.00 S 10,615.00 193 Image: S 5,597.00 S 27,985.00

	AVERAGE ANNUAL				ANNUAL PERCENTAGE SAVINGS BASED ON	
					TOTAL INVESTMENT	
\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%	
\$ 199,876.50	\$ (268,119.14)	\$ 258,841.50	\$ (9,277.64)	\$ (46,388.22)	37.7%	
\$ 199,876.50	\$ (9,277.64)	\$ 458,718.00	\$ 449,440.36	\$ 2,247,201.78	66.9%	
\$ 199,876.50	\$ 449,440.36	N/A	N/A	N/A	N/A	
\$ 658,594.50	s -	N/A	N/A	N/A	113.2%	
\$ 685,965.00						
	INVESTMENT S 58,965.00 S 199,876.50 S 199,876.50 S 199,876.50 S 199,876.50 S 658,594.50	INVESTMENT WATER LOSS COST S 58,965.00 \$ (327,084.14) S 199,876.50 \$ (268,119.14) S 199,876.50 \$ (9.277.64) S 199,876.50 \$ (49,440.36) S 658,594.50 \$ -	NVERAGE ANNUAL ANNUAL S \$\$8,965.00 \$\$ \$\$ \$\$ \$\$ S \$\$8,965.00 \$\$	INVESTMENT WATER LOSS COST SAVINGS WITH SAVINGS S 58,965.00 S (327,084.14) S 58,965.00 S (268,119.14) S 199,876.50 S (268,119.14) S 258,841.50 S (9,277.64) S 199,876.50 S (9,277.64) S 458,718.00 S 449,440.36 S 199,876.50 S (49,440.36) NA N/A S 658,594.50 S 449,440.36 N/A N/A	AVERAGE ANNUAL AVERAGE ANNUAL WATER LOSS COST SYLPAGE SYLPAGE <th colsp<="" td=""></th>	

WATER LOSS CHART AND WHOLESALE COST

Break Size: 1/16" x 180 Degrees of 360								
		Price per 1,000 gallon-						
Pipe Diameter Per Inch	Daily Loss in Gallons	Wholesale	Annual Loss in Gallons	Annual Cost				
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68				
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67				
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04				
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72				
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81				
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49				
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85				

	Break Size: 1/16" x 360 Degrees							
		Price per 1,000	Annual Loss in					
Pipe Diameter Per Inch	Daily Loss in Gallons	gallon	Gallons	Annual Cost				
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96				
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13				
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08				
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44				
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61				
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97				
16	729,900	\$ 4.97	266.413.500	\$ 1.324.075.10				

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS-RATE IS AVERAGE DUE TO LMO REPPORTING CALENDER	WHOLESALE COST
2022	9.80%	177,099	64,641,135	\$ 5.06	\$ (327,084.14)
2021	7.50%	136,195			\$ (247,064.54)
2020	14.00%	274,008	100,012,920	\$ 4.97	\$ (497,064.21)
2019	6.60%	113,984	41,604,160	\$ 4.96	\$ (206,356.63)
2018	9.40%	179,288	65,440,120	\$ 4.92	\$ (321,965.39)
2017	18.20%	389,810	142,281,000	\$ 4.85	-\$690,062.85
2016	14.40%	292,000	106,580,000	\$ 4.80	-\$511,584.00
**2015	14.80%	274,000	100,010,000	\$ 4.85	-\$485,048.50
*2014	4.55%	99,200	94,535,000	\$ 4.68	-\$442,423.80
2013	3.18%	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.76%	89,232	32,569,669	\$ 2.73	-\$88,915.20
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
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2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase. **New standards implemented for calculations-First standard goal is to be under 12% water loss

(4,385,307.58)

s

Regina Kokkinis

From: Sent: To: Subject: Dan Gombac Wednesday, February 22, 2023 3:17 PM Regina Kokkinis Leak Loggers

Need to incorporate email into agenda memo that the prices will be held.

From: Kris Throm <kthrom@darienil.gov> Sent: Wednesday, February 22, 2023 10:23 AM To: Dan Gombac <dgombac@darienil.gov> Subject: FW: Checking In

See below for Gutermann pricing.

Thanks,

Kris Throm City of Darien Municipal Services Superintendent (630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter: DARIEN DIRECT CONNECT Follow the link below and subscribing is simple! <u>http://www.darien.il.us/Reference-Desk/DirectConnect.aspx</u>

From: Cameron Keyes <<u>cameron.keyes@gutermann-water.com</u>>
Sent: Tuesday, February 21, 2023 12:36 PM
To: Kris Throm <<u>kthrom@darienil.gov</u>>
Subject: Re: Checking In

Hello Kris,

Thanks for the email. The pricing will be good for the entire project!

As for a trial and a Western Springs contact yes. I say we set up 10 or so loggers in your system ASAP. I'll be in the area for WaterCon the week of March 20th. Do you want to schedule something for the 23rd?

Looking forward to it.

Cameron Keyes

Director - North America : Gutermann, Inc.

C: 603-320-9166 F: 603-292-6171

www.linkedin.com/in/cameronkeyesgutermann



Correlating Loggers & Permanent Monitoring Systems

ZONESCANA: P.O.

Smallest correlating radio logger on the market.

- Correlating loggers with high pinpointing accuracy for mobile applications (Lift & Shift or Drive-by)
- Intuitive and versatile Android software ZONESCAN Smart for use with phones and tablets
- Optional data upload to ZONESCAN Net cloud service
- Optimised battery life

Fixed Distribution Network Monitoring

ZONESCAN

Compact permanently installed noise loggers with direct NB-IoT data communication to the Gutermann Cloud.

- Robust data communication of the logger from the chamber to the cloud, even through cast iron lids
- Automatic synchronisation of loggers for accurate leak pinpointing (full correlation)
- NB-IoT is perfect for environmental monitoring thanks to excellent deep coverage, low communication costs and high energy-efficiency
- Easy installation with ZONESCAN INSTALL Battery changeable in the field

ZONESCAN ALP AV

Fully correlating monitoring system with complete RF infrastructure.

- Award-winning permanent monitoring system for municipalities without reliable NB-IoT cell coverage
- Fully automatic and highly accurate leak alarming and pinpointing
- Sophisticated Gutermann Cloud software with map-based views, dashboards reports and event management tools
- Hundreds of systems installed around the world

Fixed Trunk Main Monitoring

HISCAN

Permanent trunk main monitoring with hydrophones.

- Daily automatic correlations and near real-time leak alarms
- Precise pinpointing even of small emerging leaks
- Increased sensitivity even on plastic pipes using redesigned hydrophones
- Long distances between measuring points
- Energy independence thanks to solar panels
- Upload of data to the ZONESCAN Net cloud

*	











Gutermann AG Landis + Gyr-Strasse 1 CH-6300 Zug, Switzerland T. +41 41 7606033 F. +41 41 7606034 E. info@gutermann-water.com W. gutermann-water.com



MULTISCAN 🖋 ZONESCAN 🗱 🕬 🔊 🖓 🖓 🖓 🖉

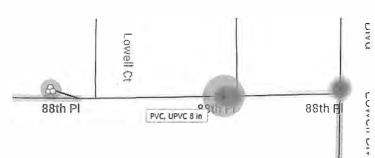


Product: MULTISCAN

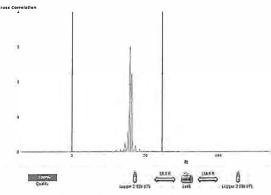
Type: Real-Time/Overnight Multi-point Correlator

Utility/Company: Westminster, CO Pipe Material/Diameter: 8" PVC Main Correlation Quality(s): 100% Time of Measurement: 8:37 A.M.

Summary: Leak was found after a pro-active leak survey, aimed at reducing non-revenue water. Three (3) sensors produced three leak correlations; one directly at the T-intersection between two sensors placed on Lowell Blvd, and two directly on the leaky hydrant's position, on 88th Pl. The leak was due to a corroded hydrant shoe valve, which was later replaced.







ZONESCAN NET Correlation Graph



ZONESCAN NET Street View



Leak on Corroded Hydrant Shoe



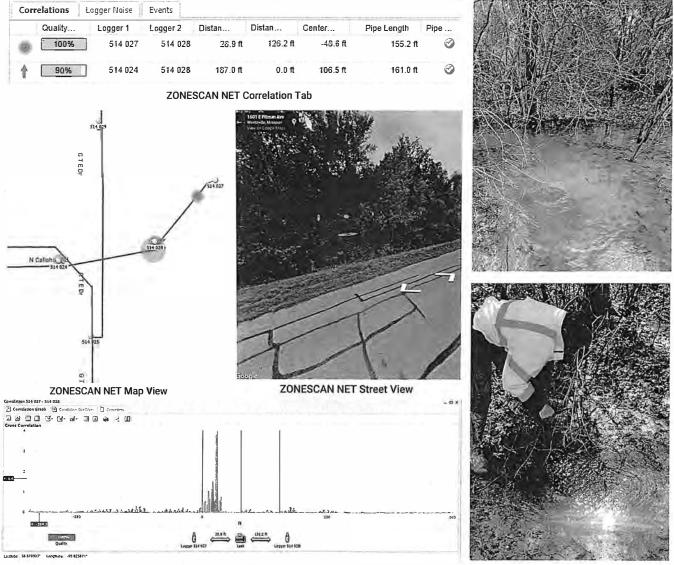
Product: ZONESCANA:

Type: Correlating Radio Loggers in Lift & Shift mode

Utility/Company: Wentzville OH Pipe Material/Diameter: 6" Ductile Iron

Time of Measurement: 2:00 A.M.

Summary: During a pro-active leak survey, ten (10) sensors were placed in an area that was thought to be quiet. To the operator's surprise, one logger returned a high "leak score." After an investigation, the crew found a creek with an abandoned service line near the logger, and deployed the loggers again. Sure enough, the loggers pinpointed leaks on the service - leaks which were discovered to be the source of the pond (see photos below). After the line was shut off, the water drained into a nearby creek.



ZONESCAN NET Correlation Graph of 100% leak

(Above) Pond created by the larger leak. (Below) Puddle created by the smaller leak.

Return on Investment: Though the crew did not know how long the leak had been active, they calculated that over a conservative period of 6 months, the excess production cost due to the leaks was roughly \$96,000. With the cost of equipment, and liberal estimates of man power hours, Wentzville's return on investment for finding the two leaks in question was over \$73,000.



Product: ZONESCAN

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

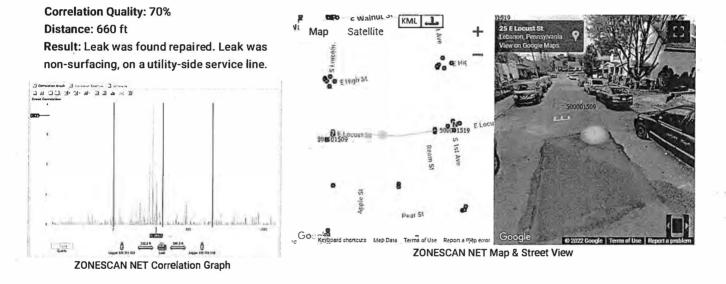
Utility/Company: Lebanon PA

ZONESCAN NET Correlation Graph

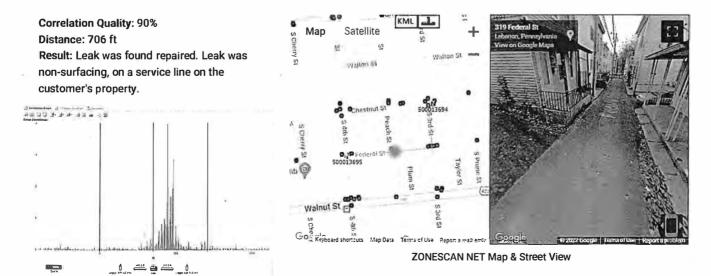
Pipe Material/Diameter: 4" CI Main w/ 3/4" Copper Service

Summary: Lebanon PA installed their NB-IoT logger system in 2020, starting with 30 loggers, and expanding to 130 loggers in 2022. Since install, the system has boasted over 95% connectivity on a consistent basis, and has found over thirty leaks for the city. The two examples below are from the earliest, and most recent, days of install, respectively. Lebanon PA has made excellent use of the Events feature of ZONESCAN NET, which pings the user on new high-quality correlations, and allows the city to keep track of their investigated leaks, as well as label which correlations are due to other noise sources, such as PRVs.

Leak 1: Sept. 19, 2020 - 2:00 A.M.



Leak 2: June 3rd, 2022 - 2:00 A.M.



GUTERMANN

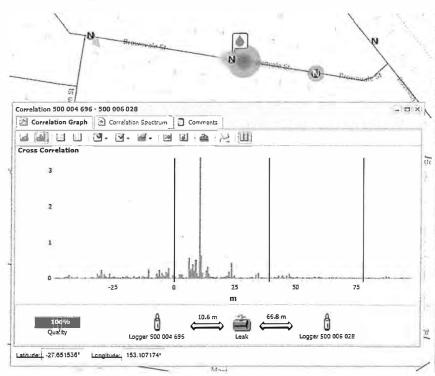
Product: ZONESCAN

Type: Automatic Network Monitoring Loggers, utilizing the Narrowband Internet of Things

Utility/Company: City of Logan, Australia

Pipe Material/Diameter: 100mm (4") PVC main w/ 100mm (3/4") poly conduit

Summary: The City of Logan, after tremendous success with their ZONESCAN 820 lift & shift program, implemented a 300-point ZONESCAN NB-IoT system in May of 2021. In the first few months, the system found a total of 23 leaks (both mainline and customer-side), which saved an estimated \$261k USD annually in non-revenue water. Pictured below is the most costly leak that was found by the system: a non-surfacing leak caused by a damaged road conduit. The city meticulously recorded every aspect of the found leaks, noting details such as identification-to-stoppage times, and gal/m losses.





Pipe Info: 100mm (4 in.) PVC main & 20mm (0.75 in.) poly road conduit Correlation Score: 100% Logger Spacing: 77.4m (254 ft)

Total Time from Identification to Stoppage: 29.45 hrs

Leakage Rate: 97.52 L/m (25.76 gal/m)

Actual Non-Revenue Water Loss: \$538.00 USD or 172 KL

Total Estimated Non Revenue Water Loss Annually (in USD): \$147,133.00

Return on Investment: Though the NB-IoT system will continue to monitor the utility's water system for years to come, large and costly leaks caught early have provided a near full return on investment in the span of just two months. This startling success led the city to invest in creating purpose-built, ultrasecure chambers to better cover their mixed material system with NB-IoT Loggers where no valves are present.

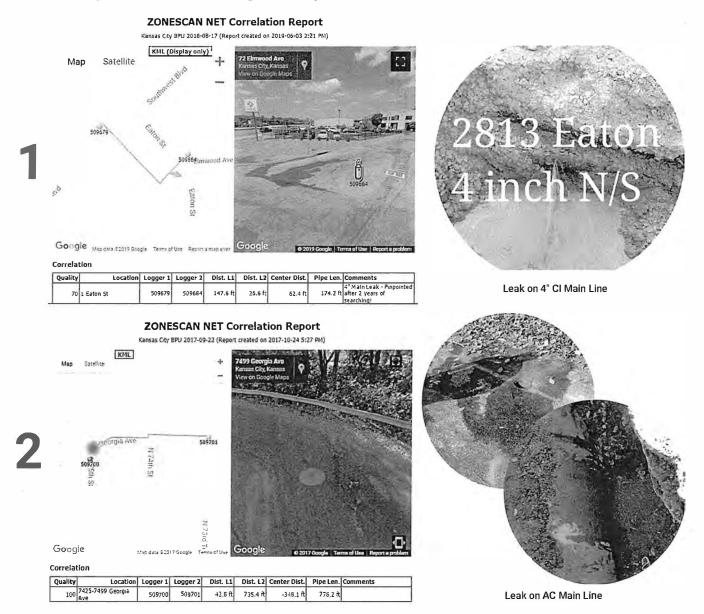




Product: ZONESCANA: 107 & AQUASCANA: 107

Utility/Company: Kansas City BPU, KS

Summary: In an effort to reduce its 35% water loss, the utility conducted a proactive leak survey using 50 overnight correlating loggers, and an AQUASCAN 610 real-time correlator. The survey spanned 144 miles of pipe, and lasted 61 days, with one worker able to deploy up to 25 loggers per hour. Pictured below are three examples of leaks found during the survey.



Return on Investment: The survey identified a total of 64 leaks - 25 mainline, 12 service, 5 hydrants, 8 mainline/hydrant valves, and 14 customer-side leaks. Subsequent repairs took the utility from 1.55 MGD (approx. \$16.5k per mo.) losses to 0.662 MGD (approx. \$7k per mo.) losses, a reduction of over 20% in just two months.



Gutermann, Inc. 55 Main Street, Suite 409 Newmarket, NH 03587 ↓ 1-603-200-0340
 ↓ 1-833-WTR-LEAK
 ▲ usa@gutermann-water.com
 ☐ gutermann-water.com

A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 2-LEAK LOGGER PROGRAM, CONSISTING OF 146 LEAK LOGGER UNITS FROM **GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,191.70**

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal for the purchase of the Phase 2-Leak Logger Program, consisting of 146 leak logger units from Gutermann Inc., in an amount not to exceed \$219,191.70, a copy of which is attached hereto as "Exhibit A".

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

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

AYES:	6 - Belczak, Gustafson, Leganski, Schauer, Stompanato, Sullivan
NAYS:	O - NONE
ABSENT:	1 - Kenny

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

JOSEPH MARCHESE, MAYOR

ATTEST:

DANNE E. RAGONAL CITY CLERK

APPROVED AS TO FORM: CITY ATTORNE





Exhibit A Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Invoicing Address:

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Shipping Address:

Darien Public Works - IL 1041 S. Frontage Rd Darien IL 60561 United States

Quotation

Quotation Number: Quotation Date: Expiration Date: Reference: Your Contact Person: Phone: Email: S/GUS/2301463 05/25/2023 11/24/2023 USA20230525CK NBIOT Cameron Keyes

cameron.keyes@gutermann-water.com

-	0	11-14	Deut Ma	Burn Aller			2	Martin Street
Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
1	1.00	Pcs	ZS-NBIOT-PROG- KIT	ZS NB-IoT programming kit	400.00	100.00		\$ 0.00
2	217.00	Pcs	SIM-US-ATT	ZONESCAN NB-IoT data SIM card (AT&T (US)) Customs tariff number: 85235200	0.00	0.00		\$ 0.00
3	217.00	Pcs	ZS-NBIOT-KIT-90- 29	ZONESCAN NB-IoT correlating leak logger incl antenna (12,13,17,28 (90mm), 290 cm)	1,365.00	26.00		\$ 219,191.70
4	217.00	Pcs	ZS-LB-ANT	ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
5	1.00	Units	Included	Training - Web Based	0.00	0.00		\$ 0.00
6	1.00	Units	Includes - one day training, travel and expenses	Training - On site (1Day)	1,000.00	100.00		\$ 0.00
7	3.00	Pcs	FREIGHT	Freight charge and transport insurance	0.00	0.00		\$ 0.00
					Total			\$ 219,191.70

*Please allow 10 weeks for delivery

*2 Year Manufacturers Warranty: Excludes cables, antennas, and cords.

Payment terms: 30 Days

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-64-23** — "A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 2-LEAK LOGGER PROGRAM, CONSISTING OF 146 LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,191.70" of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on June 5, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 5th day of June, 2023.





June 7, 2023

Gutermann Inc Attn: Cameron Keyes 55 Main St., Suite 311 Newmarket NH 03857

RE: phase 2 leak logger program

Dear Mr. Keyes,

Enclosed please a certified copy of **Resolution** No. R-64-23 – "A **RESOLUTION** AUTHORIZING THE PURCHASE OF THE PHASE 2-LEAK LOGGER PROGRAM, CONSISTING OF 146 LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,191.70" passed by the City Council at its regular meeting on June 5, 2023.

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

Sincerely, CITY OF DARIEN

Daniel Gombac Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk Kris Throm, Superintendent of Municipal Services

City of Darien 1702 Plainfield Road Darien, IL 60561

PHASE 3 OF 4 ALL INCLUSIVE 5 YEAR COST		PHA	SE 3 F	Y24/25			
						Guterma	ann - ZONESCAN
DESCRIPTION	QUANTITY	UNIT		Unit Cost	Discount		NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$	250.00	0%	\$	250.00
ZS-NBIOT-KIT-90-29	217	EACH	\$	1,365.00	26%	\$	219,191.70
NBIOT-SIMCARD	217	EACH	\$	55.00	100%	\$	-
ZS-LB-ANTENNAS	217	EACH	\$	30.00	100%	\$	-
SAMSUNG ACTIVE TABLET	0	EACH	\$	1,000.00	0%	\$	-
Training - On Site Includes One day of training, travel							
and expenses	0	LUMP SUM	\$	2,500.00	0%	\$	-
Training - On Site Includes One day of training, travel							
and expenses-CONTINGENCY	0	PER DAY	\$	1,000.00	0%	\$	-
ShippingEstimated	0	LUMP SUM	\$	2,600.00	0%	\$	-
TOTAL COST INCLUSIVE- FIVE YEARS						\$	219,441.70

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HASE 3 OF 4 ANNUAL RECURRING COST YEARS 6-10

				ANNUAL RECURRING	i l	
Recurring Annual Cost Section-Commences in Year	6 QUANTITY	UNIT	UNIT COST	COST	FIVE YEAR COST	EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year						
term (\$18/Year)	193	MONTHLY	\$ 1.5	3,474.0	0 \$ 17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year						
term (\$11/Year)	193	MONTHLY	\$ 0.92	2 \$ 2,123.0	0 \$ 10,615.00	N/A
Total Recuuring Cost Years 6-10				\$ 5,597.0	0 \$ 27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$ 20.0	0 \$ 482.5	0 \$ 2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8				\$ 6,079.5	0 \$ 30,397.50	\$ 3,860.00

						AVERAGE ANNUAL			ANNUAL PERCENTAGE
			A	VERAGE ANNUAL		WATER LOSS COST		5 YEAR ANNUAL	SAVINGS BASED ON
RETURN ON INVESTMENT	IN	VESTMENT	WA	ATER LOSS COST	ANNUAL SAVINGS	WITH SAVINGS		SAVINGS	TOTAL INVESTMENT
PHASE 1 -52 LOGGERS	\$	58,965.00	\$	(327,084.14)	\$ 58,965.00	\$ (268,119.14)\$	(1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$	219,441.70	\$	(268,119.14)	\$ 278,406.70	\$ 10,287.56	\$	51,437.78	40.6%
PHASE 3 -193 LOGGERS	\$	219,441.70	\$	10,287.56	\$ 497,848.40	\$ 508,135.96	\$	2,540,679.78	72.6%
TOTALS	\$	497,848.40		N/A	N/A	N/A		N/A	121.8%
TOTAL INVESTMENT COST	\$	685,965.00							
WATER LOSS CHART AND WHOLESALE COST									

	Break Size: 1/16" x	180 Degrees of 360		
	Daily Loss in	Price per 1,000 gallor	Annual Loss in	
Pipe Diameter Per Inch	Gallons	Wholesale	Gallons	Annual Cost
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68
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12	273,700	\$ 4.97	99,900,500	\$ 496,505.49
16	364,900	\$ 4.97	133,188,500	\$ 661,946.85

		UNACCOUNTABLE	UNACCOUNTABLE	GALLONS-RATE IS AVERAGE	
	UNACCOUNTABLE	FLOW - GALLONS PER	FLOW - GALLONS PER	DUE TO LMO REPPORTING	
WATER INVENTORY (LMO) REPORTING YEAR	FLOW PERCENTAGE	DAY	YEAR	CALENDER	WHOLESALE COST
2022	9.80%	1	7,099 64,641	\$ 35 5.06	\$ (327,084.14)
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2019	6.60%	1	13,984 41,604	,\$60 4.96	\$ (206,356.63)
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2013	3.18%		69,200 25,258	,0\$0 3.03	-\$76,531.74
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* A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase.

**New standards implemented for calculations-First standard goal is to be under 12% water loss

PHASE 3 OF 4

					Gutermann - ZONESCAN	
DESCRIPTION	QUANTITY	UNIT	Unit Cost	Discount	NB-IOT	
ZS-NBIOT-PROG-KIT	1	EACH	\$ 250.00	0%	\$ 250.00	
ZS-NBIOT-KIT-90-29	217	EACH	\$ 1,365.00	26%	\$ 219,191.70	
NBIOT-SIMCARD	217	EACH	\$ 55.00	100%	\$-	
ZS-LB-ANTENNAS	217	EACH	\$ 30.00	100%	\$-	
SAMSUNG ACTIVE TABLET	0	EACH	\$ 1,000.00	0%	\$-	
Training - On Site Includes One day of training, travel						
and expenses	0	LUMP SUM	\$ 2,500.00	0%	\$-	
TOTAL REVISED COST FOR PHASE 3					\$ 219,441.70	

	Break Size: 1/16" x 360 Degrees											
	Daily Loss in	Price per 1,000	Annual Loss in									
Pipe Diameter Per Inch	Gallons	gallon	Gallons	Annual Cost								
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96								
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13								
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08								
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44								
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61								
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97								
16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10								

(4,385,307.58)

\$

RESOLUTION NO. R-36-24

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

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 authorize the purchase of the Phase 3-Leak Logger Program, consisting of 217 leak logger units from Gutermann Inc., in an amount not to exceed \$219,441.70, 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 6th day of May 2024.

AYES: 6 - Belczak, Kenny, Leganski, Schauer, Stompanato, Sullivan

NAYS: <u>0 - NONE</u>

ABSENT:

<u>1 - Gustafson</u>

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of May 2024.

EPH A. MARCHESE, MAYOR

ATTEST:

DANNE E RAGONA CITY CLERK

JØANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



Exhibit A



Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Invoicing Address: Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Shipping Address: Darien Public Works - IL 1041 S. Frontage Rd Darien IL 60561 United States

Quotation

Quotation Number: Quotation Date: Expiration Date: Reference: Your Contact Person: Phone: Email:

S/GUS/2402012 03/12/2024 06/28/2024 USA20240312CK ZSAI Cameron Keyes +1 603-320-9166 cameron.keyes@gutermann-water.com

	Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
1	1	1.00	Pcs	ZS-NBIOT-PROG- KIT	ZS NB-IoT programming kit	250.00	0.00		\$ 250.00
	2	217.00	Units	ZS-AI-EXT-90-150	ZONESCAN AI correlating leak logger incl antenna (12,13,17,28 (90mm), 150 cm, External antenna)	1,365.00	26.00		\$ 219,191,70
	3	217.00	Pcs	ZSNET-HOSTING- DATA-5Y	Hosting Fee ZONESCAN net plus data flat rate 5 years including NB-IoT communication flat rate and Gutermann cloud services for 5 years	195.00	100.00		\$ 0.00
	4	217.00	Pcs	ZS-LB-ANT	ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
	5	217.00	Pcs	SIM-US-ATT	ZONESCAN NB-IoT data SIM card (AT&T (US)) Customs tariff number: 85235200	0.00	0.00		\$ 0.00
							_		(

*Delivery after May 1st, 2024

*2 Year Manufacturers Warranty: Excluding antennas, cords, and cables.

Payment terms: 30 Days

Total

\$ 219,441.70

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-36-24 — "A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 3-LEAK LOGGER PROGRAM, CONSISTING OF 217 LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,441.70" of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a May 6, 2024.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 6th day of May, 2024.





May 8, 2024

Gutermann Inc. Attn: Cameron Keyes 55 Main St., Suite 311 Newmarket NH 03857

RE: phase 3 leak logger program

Dear Mr. Keyes,

Enclosed please a certified copy of *Resolution No. R-36-24 – "A RESOLUTION AUTHORIZING THE PURCHASE OF THE PHASE 3-LEAK LOGGER PROGRAM, CONSISTING OF 217 LEAK LOGGER UNITS FROM GUTERMANN INC., IN AN AMOUNT NOT TO EXCEED \$219,441.70"* passed by the City Council at its regular meeting on May 6, 2024.

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

Sincerely, CITY OF DARIEN

Baniel Gombac

Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk Kris Throm, Superintendent of Municipal Services

City of Darien 1702 Plainfield Road Darien, IL 60561



PHASE4 OF 4 ALL INCLUSIVE 5 YEAR COST			PHASE4 FY25	/26			
						Gutermann -	
DESCRIPTION	QUANTITY	UNIT	Unit Cost	Disco u	nt	ZON	IESCAN NB-IOT
ZS-NBIOT-PROG-KIT	1	EACH	\$ 250.00	0%		\$	250.00
ZS-NBIOT-KIT-90-29	217	EACH	\$ 1,365.00	26%		\$	219,191.70
NBIOT-SIMCARD	0	EACH	\$ 55.00	0%		\$	-
ZS-LB-ANTENNAS	0	EACH	\$ 30.00	100%	6	\$	-
SAMSUNG ACTIVE TABLET	0	EACH	\$ 1,000.00	0%		\$	-
Training - On Site Includes One day of training, travel and	0	LUMP SUM	\$ 2,500.00	0%		\$	-
Training - On Site Includes One day of training, travel and	0	PER DAY	\$ 1,000.00	0%		\$	-
ShippingEstimated	0	LUMP SUM	\$ 2,600.00	0%		\$	-
TOTAL COST INCLUSIVE- FIVE YEARS						\$	219,441.70

PHASE 4 OF 4 ANNUAL RECURRING COST YEARS 6-10

						ANNUAL RECURRING			
Recurring Annual Cost Section-Commences in Year 6	QUANTITY	UNIT	UN	IT C OST		COST	FIVE YEAR COST		EIGHT YEAR COST
Per Sensor System Charge - Every year for 5 year term	193	MONTHLY	\$	1.50	\$	3,474.00	\$	17,370.00	N/A
Per Sensor Wireless Access - Every year for 5 year term	193	MONTHLY	\$	0.92	\$	2,123.00	\$	10,615.00	N/A
Total Recuuring Cost Years 6-10	193				\$	5,597.00	\$	27,985.00	N/A
Sensor Battery Replacement - Every 8 years	193	EACH	\$	20.00	\$	482.50	\$	2,412.50	\$ 3,860.00
Total Recurring Cost-Year 8					\$	6,079.50	\$	30,397.50	\$ 3,860.00

				AVERAGEANNUAL		ANNUAL PERCENTAGE
		AVERAGE ANNUAL		WATER LOSS COST WITH	5 YEAR ANNUAL	SAVINGS BASED ON TOTAL
RETURN ON INVESTMENT	INVESTMENT	WATER LOSS COST	ANNUAL SAVINGS	SAVINGS	SAVINGS	INVESTMENT
PHASE1 -52 LOGGERS	\$ 58,965.00	\$ (327,084.14)	\$ 58,965.00	\$ (268,119.14)	\$ (1,340,595.72)	8.6%
PHASE 2 -193 LOGGERS	\$219,441.70	\$ (268,119.14)	\$ 278,406.70	\$ 10,287.56	\$ 51,437.78	40.6%
PHASE3 -193 LOGGERS	\$219,441.70	\$ 10,287.56	\$ 497,848.40	\$ 508,135.96	\$ 2,540,679.78	72.6%
PHASE4 -193 LOGGERS	\$219,441.70	\$ 508,135.96	N/A	N/A	N/A	N/A
TOTALS	\$717,290.10	\$-	N/A	N/A	N/A	121.8%
TOTAL INVESTMENT COST	\$685,965.00					

WATER LOSS CHART AND WHOLESALE COST

Break Size: 1/16" x 180 Degrees of 360								
Pipe Diameter Per Inch	Gallons	Wholesale	Gallons	Annual Cost				
2	45,600	\$ 4.97	16,644,000	\$ 82,720.68				
4	81,400	\$ 4.97	29,711,000	\$ 147,663.67				
6	136,800	\$ 4.97	49,932,000	\$ 248,162.04				
8	182,400	\$ 4.97	66,576,000	\$ 330,882.72				
10	228,100	\$ 4.97	83,256,500	\$ 413,784.81				
12	273,700	\$ 4.97	99,900,500	\$ 496,505.49				
16	364.900	\$ 4.97	133.188.500	\$ 661.946.85				

Break Size: 1/16" x 360 Degrees							
		Price per 1,000 Annual Loss in					
Pipe Diameter Per Inch	Daily Loss in Gallons	gallon	gallon G allons				
2	91,100	\$ 4.97	33,251,500	\$ 165,259.96			
4	182,500	\$ 4.97	66,612,500	\$ 331,064.13			
6	273,600	\$ 4.97	99,864,000	\$ 496,324.08			
8	364,800	\$ 4.97	133,152,000	\$ 661,765.44			
10	456,200	\$ 4.97	166,513,000	\$ 827,569.61			
12	547,400	\$ 4.97	199,801,000	\$ 993,010.97			
16	729,900	\$ 4.97	266,413,500	\$ 1,324,075.10			

				WHOLESALE COST PER 1000	
		UNACCOUNTABLE	UNACCOUNTABLE	G ALLO N S-RATE IS AVERAGE	
	UNACCOUNTABLE	FLOW - GALLONS PER	FLOW - GALLONS	DUE TO LMO REPPORTING	
WATER IN VENTORY (LMO) REPORTING YEAR	FLOW PERCENTAGE	DAY	PER YEAR	CALEN DER	WHOLESALE COST
2022	9.80%	177,099	64,641,135	\$ 5.06	\$ (327,084.14)
2021	7.50%	136,195	49,711,175	\$ 4.97	\$ (247,064.54)
2020	14.00%	274,008	100,012,920	\$ 4.97	\$ (497,064.21)
2019	6.60%	113,984	41,604,160	\$ 4.96	\$ (206,356.63)
2018	9.40%	179,288	65,440,120	\$ 4.92	\$ (321,965.39)
2017	18.20%	389,810	142,281,000	\$ 4.85	-\$690,062.85
2016	14.40%	292,000	106,580,000	\$ 4.80	-\$511,584.00
**2015	14.80%	274,000	100,010,000	\$ 4.85	-\$485,048.50
*2014	4.55%	99,200	94,535,000	\$ 4.68	-\$442,423.80
2013	3.18%	69,200	25,258,000	\$ 3.03	-\$76,531.74
2012	3.76%	89,232	32,569,669	\$ 2.73	-\$88,915.20
2011	1.61%	46,726	17,054,990	\$ 2.73	-\$46,560.12
2010	7.96%	191,000	69,715,000	\$ 2.73	-\$190,321.95
2009	6.40%	153,000	55,845,000	\$ 2.73	-\$152,456.85
2008	3.20%	81,000	29,565,000	\$ 2.73	-\$80,712.45
2007	1.46%	29,900	10,913,500	\$ 2.73	-\$29,793.86
2006	4.91%	102,000	37,230,000	\$ 2.73	-\$101,637.90
2005	3.80%	88,500	32,302,500	\$ 2.73	-\$88,185.83
AVERAG E	5.55%	129,080	47,114,200	\$ 2.73	-\$128,621.77

 * A major leak was idnetified at Cass Ave and South Frontage Rd-accounting for the increase.

 $^{\ast\ast}\text{New}$ standards implemented for calculations-First standard goal is to be under 12% water loss

(4,385,307.58)

\$

PHASE 4 OF 4

PHASE 4 OF 4	1		T			Gute	mann - ZONESCAN
DESCRIPTIO N	QU AN TITY	UNIT		U nit Cost	Discount		NB-IOT
ZS-N BIOT-PROG-KIT	1	EACH	\$	250.00	0%	\$	250.00
ZS-N BIO T-KIT-90-29	217	EACH	\$	1,365.00	26%	\$	219,191.70
N BIO T-SIMCARD	217	EACH	\$	55.00	100%	\$	-
ZS-LB-AN TEN N AS	217	EACH	\$	30.00	100%	\$	-
SAMSUING ACTIVE TABLET	0	EACH	\$	1,000.00	0%	\$	-
Training - On Site Includes One day of training, travel and expenses	0	LU MP SU M	\$	2,500.00	0%	\$	-
TOTAL REVISED COST FOR PHASE 3						\$	219,441.70





Exhibit A Gutermann Inc. 55 Main St., Suite 311 03857 Newmarket, NH Tel.: +1 (603) 200-0340 Fax: +1 (603) 292 6171 http://www.gutermann-water.com usa@gutermann-water.com

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Invoicing Address:

Darien Public Works - IL, Kris Throm 1041 S. Frontage Rd Darien IL 60561 United States

Shipping Address:

Darien Public Works - IL 1041 S. Frontage Rd Darien IL 60561 United States

Quotation

Quotation Number:	S/GUS/2502856
Quotation Date:	03/26/2025
Expiration Date:	05/30/2025
Reference:	GUS-250326-0440VB ZSZAI
Your Reference:	ZSAI (x217)
Your Contact Person:	Volker Brohm
Phone:	+1 408-772-5094
Email:	volker.brohm@gutermann-water.com

Pos	Qty	Unit	Part No	Description	Unit Price	Disc.%	Taxes	Amount
1	1.00	Pcs	ZS-NBIOT-PROG- KIT	ZS NB-IoT programming kit	250.00	0.00		\$ 250.00
2	217.00	Units	ZS-AI-EXT-36-150	ZONESCAN AI correlating leak logger incl antenna (1,2,3,4,25,66 (36mm), 150 cm, External antenna)	1,365.00	26.00		\$ 219,191.70
3	217.00	Pcs	ZSNET-HOSTING- DATA-5Y	Hosting Fee ZONESCAN net plus data flat rate 5 years including NB-IoT communication flat rate and Gutermann cloud services for 5 years	195.00	100.00		\$ 0.00
4	217.00	Pcs	ZS-LB-ANT	ZONESCAN L bracket for antennas	30.00	100.00		\$ 0.00
5	217.00	Pcs	SIM-UK-VOD	ZONESCAN NB-IoT data dual SIM card (VDF uses ATT(US) or T-mobile(US)) Customs tariff number: 85235200	0.00	0.00		\$ 0.00

Total

\$ 219,441.70

*Delivery after May 15th. 2025

*2 Year Manufacturers Warranty: Excluding antennas, cords, and cables.

Payment terms: 30 Days

AGENDA MEMO City Council May 5, 2025

ISSUE STATEMENT

A motion authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$11,000.00. See <u>Exhibit A</u>.

BACKGROUND/HISTORY

The flashing speed limit signs are a traffic calming device that will post the proper speed limit and will have a flashing display of the vehicle that approaches the sign. The signs are a proactive approach to further mitigate potential speeding. The signs would be strategically placed mid-block on 71^{st} Street; 1 westbound, and 1 eastbound, mid-block.

The FY25-26 Budget allocated funds for the purchase for up to two speed radar signs to be implemented as identified within the City. The equipment would be purchased through the Sourcewell Purchasing Cooperative, under Contract No 090122-ATS. The proposed expenditure would be expended from the following FY25/26 Budget line account:

ACCOUNT	ACCOUNT	FY25/26	PROPOSED	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE	BALANCE
01-30-4257	SUPPLIES-OTHER	\$ 15,000.00	\$ 11,000.00	\$ 4,000.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a motion authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$11,000.00

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be placed on the May 5, 2025 City Council agenda for formal consideration.

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

COUNTY, ILLINOIS, this 5th day of May 2025.

AYES:

NAYS:

ABSENT:

мемо					Exhil
FIC	All Traffic Solutions Inc.	Q		Q-96466	
SOLUTIONS	PO Box 221410 Chantilly, VA 20153 Phone: 814-237-9005 Fax: 814-237-9006		DAT	E: 04/14/2025	PAGE NO: 1
Mail Purchase Orders to: 3100 Research D State College, PA 16801	CAGE Code: 34FQ5 r.	Questions contact MANUFACTUREF All Traffic Solution Owen Lauerman (571) 549-3766 x olauerman@alltrafficsolut m	R: ons	Independ	dent Sales R
BILL TO: City of Darien 1710 Plainfield Ro Darien, IL 60561	bad	SHIP TO: City of Darien 1710 Plainfield Road Darien, IL 60561 Attn: Kris Throm			
Billing Contact:			0.450		
PAYMENT TERMS: Net 30	CUSTOMER: City of Darien	CONTACT :(630) 514	1-3453		
ITEM NO:	DESCRIPTION:		QTY:	EACH:	EXT. PRICE:
4000741	SpeedAlert 18 Radar Message unit w/ mounting bracket	sign (RMS); base	2	\$3,892.32	\$7,784.64
4001299	3 Year Warranty		2	\$0.00	\$0.00
4001626	VZW communications prep		2	\$0.00	\$0.00
4000631	Bluetooth: allows wireless cont Bluetooth enabled devices (pu		2	\$420.24	\$840.48
4000519	Traffic Data Collection; stores v locally for later analysis	vehicle statistics	2	\$525.30	\$1,050.60
4001820	Integrated Solar pole mount ba 33Ah batt, LFP charger & solar		2	\$1,029.18	\$2,058.36
4000913	Solar panel, 100W; includes br harness	acket for pole and	2	\$900.00	\$1,800.00
4000641	Shipping and Handling Commo	on Carrier	1	\$430.00	\$430.00
4001190	Discount - New Purchase		1	(\$2,964.08)	(\$2,964.08)
Special Notes:		SALES AMOUNT:			\$11,000.00
		TOTAL USD:			\$11,000.00

Duration: This quote is good for 60 days from date of issue.					
Shipping Notes: All shipments shall be FOB shipper. Shipping charges shall be additional unless listed on quote.					
Taxes: Taxes are not included in quote. Please provide a tax-exempt certificate or sales tax will be applied.					
Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Warranty extensions are a component of some					
applications that are available at time of purchase. A Finance Charge of 1.5% per month will be applied to overdue balances. GSA GS-07F-6092R					

I am authorized to commit my organization to this order. If your organization will be creating a purchase order for this order, please submit purchase order to either of the following: Email: sales@alltrafficsolutions.com or Physical Address: Listed at top of quote.

Signature:	Date:
Print Name:	Title:

AGENDA MEMO **City Council** May 5, 2025

ISSUE STATEMENT

A motion authorizing the purchase of one new Factory Cat Mini HD 29C Walk Behind Scrubber from Factory Cleaning Equipment Inc. in an amount not to exceed \$14,212. See Exhibit A.

BACKGROUND/HISTORY

The proposed walk behind floor scrubber is a replacement to a 2016 floor scrubber. The existing equipment has served its useful life and current repairs are in access of \$8,000. The improved model includes stainless steel manufacturing versus steel and improved hoppers for degreaser/cleaning solutions. The equipment will further protect the epoxy coating on the garage floor re-coated last year.

> VENDOR UNIT COST Factory Cleaning Equipment \$ 14,212 Jon Don \$ 14,872 **RPS** Corporation \$ 14,396

Staff requested competitive quotes and received the following quotes:

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25-26 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
	Capital Purchases			
02-50-4815	Garage Floor Cleaner	\$ 7,800	\$ 7,106	\$ 694
	Capital Purchases			
01-30-4815	Garage Floor Cleaner	\$ 7,800	\$ 7,106	\$ 694

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a motion authorizing the purchase of one new Factory Cat Mini HD 29C Walk Behind Scrubber from Factory Cleaning Equipment Inc. in an amount not to exceed \$14.212.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the May 5, 2025 City Council agenda for formal consideration.

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

COUNTY, ILLINOIS, this 5th day of May 2025.

AYES:

NAYS:

ABSENT:

Exhibit A



Sales • Service • Rental • Chemical 800-793-3790 | www.thesweeper.com

City of Darien 1041 S Frontage Darien IL 60561 Attn: Dave Fell April 16, 2025

New Factory	Cat MiniHD 29C Walk Behind Scrubber	
210 AH Battery Pack		
29" Scrub Path		
Cylindrical Scrub Head		
Auto Stop-Start Charger		
21 Gallon Solution Tank		
23 Gallon Recovery Tank		() = %
Stainless Steel Scrub Head		
650 Watt 3-Stage Vac Motor		15,522-00 %
Variable Forward & Reverse Traction D	rive	S00-00 %
All Steel Frame		390-00 %
0-250 Lbs Brush Pressure		14,212-00 %
Thick Powder Painted Frame		
Debris Hopper		
HD Tires		
Choice of Brushes		
Operators Manual and Parts Book		
Warranty: 3 Years Parts, 1 Year Labor, 7	7 Years Tanks, 90 Days Travel	a 5
Price 29" Cylindrical		\$ 13,522.00
Freight		\$ 300.00
Subject To Tax		
Options		
Single Point Watering		\$ 390.00
Managers Lockouts		\$ 160.00
60 Mont	h Financing-\$1.00 Purchase Option	ile of
	\$294.00/Month	614212
	Subject to Tax	1 1101100
Authorized Acceptance/Title	Date	
Acceptance of the above offer indicates	acknowledgment of the terms and condition	ons on the back of
this agreement.		

1578a Beverly Ct., Aurora, IL 60502 Phone: 630.236.2400 Fax: 630.236.2405 Agenda

AGENDA MEMO City Council May 5, 2025

ISSUE STATEMENT

A motion to accept a proposal for a Preventative Maintenance Agreement, Annual Evaluation and Operator Training for the Vactor Sewer Cleaner from Standard Equipment in an amount not to exceed \$8,500.

BACKGROUND/HISTORY

The service agreement is for the recently purchased Vactor Sewer Cleaner and is provided by Standard Equipment. The company is the authorized manufacturer's representative for the equipment. The service agreement relates to reviewing the equipment for deficiencies and warranties as it relates to the truck chassis, hydraulics and electronic components, see attached proposal labeled as **Exhibit A**. Any items requiring repairs will be replaced or repaired upon the city Mechanic's approval. The agreement also includes additional multi-day training for all the employees at scheduled intervals. The Mechanic will be attending and engaging with additional hands on training for mechanics at a future independent multi-day event.

Standard Equipment is the sole authorized agent for the geographic region and the agreement is for one year.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25-26 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4229	Maintenance Vehicles Vactor Service Agreement	\$ 7,500	\$ 4,250	\$ 3,250
02-50-4229	Maintenance Vehicles Vactor Service Agreement	\$ 7,500	\$ 4,250	\$ 3,250

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

COMMITTEE RECOMMENDATION

The Municipal Service Committee recommends approval of a motion to accept a proposal for a Preventative Maintenance Agreement, Annual Evaluation and Operator Training for the Vactor Sewer Cleaner from Standard Equipment in an amount not to exceed \$8,500.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the May 5, 2025 City Council agenda for formal consideration.

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

ILLINOIS, this 5th day of May 2025.

AYES:	
NAYS:	
ABSENT:	



625 S IL Route 83 • ELMHURST, IL 60126 • PHONE:312/829-1919 • FAX:630/782-1699 E-MAIL: sales@standardequipment.com • INTERNET: http://www.standardequipment.com



February 11, 2025

To Whom It May Concern:

To provide the Village of Darien with the requested information pertaining to the updated cost of Preventative Maintenance, and Annual Evaluation, and Training on a new Vactor Sewer Cleaner, please see below:

- Complete Chassis Preventative Maintenance
- Complete Vactor module preventative maintenance, including hydraulic system annual service
- Complete unit evaluation, including Vactor module and chassis (in-house at Standard Equipment Company's Facility)
 - Any warranty items will be repaired during the evaluation
- Complete operator and maintenance training for Village of Darien staff (on site)
- Cost of Pickup & Delivery to the customer

Total Cost for one (1) year: \$8,500.00

AGENDA MEMO City Council May 5, 2025

ISSUE STATEMENT

A motion accepting a proposal from TKB Associates, Inc., for digitalizing, cataloging, software, hardware and programming in an amount not to exceed \$49,140 for the Planning and Zoning and in an amount not to exceed \$39,190 for the Clerk's Office historical records. See Exhibit A.

BACKGROUND/HISTORY

The City currently has a significant number of Planning and Zoning and Clerk's Office files consisting of the following documents:

Planning and Zoning - Zoning Cases

Clerk's Office - Ordinances, Resolutions, Motions and State files/correspondence

Many of the records are permanent records and need to be preserved consisting of approximately 180,000 various documents. The records are a history of City Council decisions relating to zoning cases. The zoning cases are historical records that pertain to the land use of a specific property. The cases also include documentation of Planning and Zoning hearings and City Council decision modes. Attached and labeled as <u>Attachment A</u>, is the costs related to the Community Development Department.

The Clerks Office also has a significant number of files containing an estimated 110,000 various documents. These files are permanent records and need to be preserved. The records are a history of Ordinances, Resolutions, Motions and State documents. Attached and labeled as **Attachment B**, is the costs related to the Clerk's Office.

This is the final phase of a 3-year project and reduces the physical footprint of paper files. Again, the scanning project will allow the City to preserve records, through a secure I-Cloud data base storage and management system. Further benefits to digitizing are ease of searching, retrieving, and reproducing documents from Staffs work station. Please note that contingencies have been included within the respective attachments.

The scope of work, for both departments includes the following:

Pickup and Delivery of Documents Conversion of paper files to digital Cataloging and Indexing Software and Licensing Hardware Misc Programming

Laserfische is a tool that is currently used with the Accounting, Municipal Services-large format plans, and the Police Department with very satisfactory results. Limited services through AIS will be required to modify the server for any additional hardware and software. The proposed expenditure would be expended from the following line items:

2025 Digital Scanning PZC and Clerk's Office CC meeting 5/5/25 page 2

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24-25 BUDGET	PROPOSED EXPENDITURE
01-20-4325	Laserfiche Scanning- Comm Dev	\$50,000	\$49,140
01-20-4325	Laserfiche Scanning-Clerk's Office	\$40,000	\$39,190

COMMITTEE RECOMMENDATION

The Municipal Services committee recommends a motion accepting a proposal from TKB Associates, Inc., for digitalizing, cataloging, software, hardware and programming in an amount not to exceed \$49,140 for the Planning and Zoning and in an amount not to exceed \$39,190 for the Clerk's Office historical records.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the May 5, 2025 City Council agenda for formal consideration.

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

COUNTY, ILLINOIS, this 5th day of May 2025.

AYES:		
NAYS:		
ABSENT:		

	CONVERSION PROJECT-COMMUNITY DEVELOPEMNT PLANNING AND	DIGITAL				
Vendor/Description	ZONING	Units	Quantity	Unit Cost	Cost	Annual Cost
AIS Labs Hardware Software Programming						
	Estimated AIS labor to work w/TKB setup remotely	Hourly		\$ 8 105	0\$ 840.00	
	Contingency	Lump Sum	1	\$ 500.00	\$ 500.00	$\left. \right\rangle$
AIS Labs Costs					\$ 1,340.00	\times

	Conversion of Standard 8.5x11 Format Files to Digital image for import into				
TKB Associates-Scanning and Cataloging	Laserfiche - Prepping Scanning and Indexing -	Each	180,000	\$ 0.09	\$ 15,300.00
	Conversion of Large Format Files to Digital image for import into Laserfiche -				
	Prepping Scanning and Indexing -	Each	5,500	\$ 1.00	\$ 5,500.00
	Indexing - Department files - Department, Document Type, and Date -				
	Indexes TBD	Each	35,000	\$ 0.60	\$ 21,000.00
	Pick-Up/Delivery Charge of Boxes	Per	2	\$ 500.00	\$ 1,000.00
	Contingency	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
TKB Associates Scanning and Cataloging Cost					\$ 47,800.0

Cost Sumarry					
AIS Labs Hardware Software Programming				\$	1,340.00
TKB Associates Scanning and Cataloging Cost				\$	47,800.00
Total Program Cost				\$	49,140.00

DIGITAL CONVERSION PROJECT-CLERKS OFFICE						
Vendor/Description	CONVERSION PROJECT-COMMUNITY DEVELOPEMNT PLANNING AND ZONING	DIGITAL Units	Quantity	Unit Cost	Cost	Annual Cost
AIS Labs Hardware Software Programming						
	Estimated AIS labor to work w/TKB setup remotely	Hourly		\$ 8 105	0 \$ 840.00	
	Contingency	Lump Sum	1	\$ 500.00	\$ 500.00	\ge
AIS Labs Costs					\$ 1,340.00	\ge

	Conversion of Standard 8.5x11 Format Files to Digital image for import into				
TKB Associates-Scanning and Cataloging	Laserfiche - Prepping Scanning and Indexing -	Each	110,000	\$ 0.09	\$ 9,350.00
	Conversion of Large Format Files to Digital image for import into Laserfiche -				
	Prepping Scanning and Indexing -	Each	4,500	\$ 1.00	\$ 4,500.00
	Indexing - Department files - Department, Document Type, and Date -				
	Indexes TBD	Each	30,000	\$ 0.60	\$ 18,000.00
	Pick-Up/Delivery Charge of Boxes	Per	2	\$ 500.00	\$ 1,000.00
	Contingency	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
TKB Associates Scanning and Cataloging Cost					\$ 37,850.0

Cost Sumarry					
AIS Labs Hardware Software Programming				\$	1,340.00
TKB Associates Scanning and Cataloging Cost				\$	37,850.00
Total Program Cost				\$	39,190.00



TKB Associates, Inc.

Mokena, IL 60448

Proposal

Date	Estimate #
04/16/2025	2609

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

		Terms		Rep	
				JB	
Item	Description		Qty	Cost	Total
Conversion Conversion Pick-Up/Delivery Conversion	2025 Scanning Projects for Community Development Planni the Clerk's Office. Document types and indexing rules to be determined. Prepping Scanning Indexing - Small Format Prepping Scanning Indexing - Large Format Indexing Documents - Department, Document Type, and Da Pick-Up/Delivery Transportation Charge of Projects Contingency Total Investment This proposal is to estimate a scanning project. Actual imag counts will be invoiced. Sales Tax Exempt	te - TBD	180000 5,500 35,000 2 1	1.0 0.6 500.0	0 5,500.00T 0 21,000.00T 0 1,000.00T 0 5,000.00T 47,800.00

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Please visit our Web Site at www.tkbassociates.com

Phone #	Fax #		
7088056966	708-478-4167		



TKB Associates, Inc.

Mokena, IL 60448

Proposal

Date	Estimate #		
04/23/2025	2612		

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

		Terms		Rep	
				JB	
Item	Description		Qty	Cost	Total
Conversion Conversion Pick-Up/Delivery Conversion	2025 Scanning Projects for the Clerk's Office. Document types and indexing rules to be determined. Prepping Scanning Indexing - Small Format Prepping Scanning Indexing - Large Format Indexing Documents - Department, Document Type, and Dat Pick-Up/Delivery Transportation Charge of Projects Contingency Total Investment This proposal is to estimate a scanning project. Actual image counts will be invoiced. Sales Tax Exempt	e - TBD	110000 4,500 30,000 2 1	0.09 1.00 0.66 500.00 4,450.00 0.00%	0) 4,500.00T 18,000.00T 1,000.00T 0) 1,000.00T 4,450.00T 37,850.00

Please visit our Web Site at www.tkbassociates.com

Phone #	Fax #		
7088056966	708-478-4167		

AGENDA MEMO CITY COUNCIL MEETING MAY 5, 2025

<u>CASE</u> PZC2025-06

Rezone, Preliminary Plat of Consolidation, Special Use, Variations (Atlantic Homes Inc. – 1220-1225 Plainfield Road)

ORDINANCE

ISSUE STATEMENT

Petition from Atlantic Homes Inc. for a rezone of Parcel 1 from Single Family Residence District (R-2) to Multi-Family Residence District (R-3), a plat of consolidation to combine the two subject parcels for development purposes, and the construction of two new eight (8) unit, two-story condominium buildings totaling 16,491 square feet, with sixteen (16) 2-car garages, along with associated site and utility improvements. The property is located at 1220-1225 Plainfield Road, Darien, Illinois 60561 (PINs 09-28-410-001 and 09-28-410-043). Multiple zoning variations are included in the request.

GENERAL INFORMATION

Petitioner:	Atlantic Homes Inc.
Property Owner:	Ljubomir Ivanov
Property Location:	1220-1225 Plainfield Road
PIN Numbers:	09-28-410-001 and 09-28-410-043
Existing Zoning:	Single Family Residence (R-2) and Multi-Family
	Residence (R-3)
Proposed Zoning:	Multifamily Residence (R-3)
Existing Land Use:	Vacant (Former site of dental office)
Comprehensive Plan:	Low Density Residential (Existing)
Surrounding Zoning & Uses	
North:	Office (O), Community Shopping Center District (B-2),
	Single Family Residence District (R-2); Office/Commercial
	Uses and City Water Tower
East:	Multi-Family Residence (R-3); Funeral Home / Single
	Family
South:	Single Family Residence (R-2) and Multi-Family
	Residence (R-3); Apartments and Single Family
West:	Single Family Residence (R-2); Single Family
Size of Property:	54,8051 square feet (1.35 Acres)
Floodplain:	N/A
Natural Features:	Most of the property is flat and slopes gently from the
	northwest to the southeast. It is partially wooded.
Transportation/Access:	The petition site gains access from one driveway on
	Plainfield Road.

ATTACHMENTS

- A) LOCATION MAP AND AERIAL PHOTO
- **B)** EXISTING ZONING MAP
- C) PROPOSED ZONING MAP
- D) SITE PLAN / GRADING PLAN
- E) FLOOR PLANS AND ELEVATIONS

- F) <u>DESIGN BOOKLET / PHOTOS</u>
- G) **PROJECT REVIEW CRITERIA**
- H) JUSTIFICATION LETTER / FINDINGS OF FACT
- I) DRIVEWAY EXHIBIT (BY PETITIONER)
- J) DRAINAGE EXHIBIT (BY PETITIONER)

BACKGROUND

The 1.35-acre subject property is located at the southwest corner of Plainfield Road and Lester Lane, a private street (see Attachment A – Location Map and Aerial Photo), within the Single Family Residence (R-1) District and the Multi-Family Residence (R-3) District. It was originally constructed as a residential property in the 1950's, possibly even earlier. Please note the property is incorrectly addressed as 1220 Plainfield Road according the tax records on file with the County of DuPage and will need to be re-addressed prior to construction. The property and structure were converted into a dentist office in 1979. The business was inactive for over 10 years and the property was abandoned until November of 2024, when the City razed the building and associated improvements due to numerous building code concerns regarding the unsecured and vacant building, which was a continuous hazard to the public.

The petitioner, Atlantic Homes Inc., is the contract-purchaser of the site. Staff understands that negotiations with the current owner have been challenging, adding complexity to the petitioner's efforts. Based on staff interactions, the petitioner appears prepared to work constructively with the City and take necessary steps to address longstanding issues associated with the property, and proposes the construction of two new eight (8) unit, two-story condominium buildings totaling 16,491 square feet, with sixteen (16) 2-car garages. This product is a repeat product of condominiums built recently in the Village of Lisle at the southwest corner of Ogden Avenue and Beau Bien Boulevard.

PROPOSAL

The proposal includes a rezone of Parcel 1 from Single Family Residence District (R-2) to Multi-Family Residence District (R-3), a plat of consolidation to combine the two subject parcels for development purposes, and the construction of two new eight (8) unit, two-story condominium buildings totaling 16,491 square feet, with sixteen (16) 2-car garages, along with on-site parking facilities, trash and recycling areas, and utility improvements. The following variations are included as part of the project:

- Variations from the minimum lot area per unit requirements in Section 5A-7-3-5(D) to allow for 16 total units
- Variation from the (3) acre requirement for new R-3 District areas per Section 5A-7-3-1
- Variations from the side yard requirements in Section 5A-7-3-6(A) and (B) to allow for garages to be placed 5-feet from the interior property lines.

ANALYSIS

A) Existing Zoning and Land Use

Existing Zoning and Land Use: The subject property consists of two parcels that have different corresponding zoning districts. Parcel 1, the westerly parcel, currently lies within the Single

AGENDA MEMO PZC2025-06

Family Residence (R-1) District, and Parcel 2, the easterly parcel, lies within the Multi-Family Residence (R-3) District (see Attachment B – Existing Zoning Map). Bordering the site to the east is property in the Multi-Family Residence (R-3) District consisting of a funeral home with a single-family residence; to the south is property in the Single Family Residence (R-2) District and Multi-Family Residence (R-3) District consisting of apartments and a single-family home; to the west is property within the Single Family Residence (R-2) District with a single-family home; to the north lies property within the Office (O), Community Shopping Center (B-2), and Single Family Residence (R-2) Districts, which consists of office and commercial uses as well as the City's water tower.

Comprehensive Plan: The site is designated for Low Density Residential in the Comprehensive Plan. This site was not included in the 2022 Comprehensive Plan Update, and land use changes haven't been considered since 2006 when the Comprehensive Plan was last updated comprehensively. Generally, future land use designations are meant to be a guide for new development, but are not binding. It should be noted that the site operated as a commercial use for over 30 years. As previously stated in this report, the previous owner operated a dental office during that time – it is likely that the owner never pursued a zoning change, as it was not required for the use to continue.

B) Condominium Buildings (Special Use Permit, Rezone, and Variations)

Land-Use / Rezone: The petitioner proposes to rezone the westerly parcel of the property from Single Family Residence District (R-2) to Multi-Family Residence District (R-3), which would allow for the development of the site with multi-family residential products such as condominiums or apartments (see Attachment C – Proposed Zoning Map) with a Special Use Permit. The proposed zone change, if approved, would directly implement goals in the Comprehensive Plan that support a diversified housing inventory. In addition, the Comprehensive Plan states that land use planning decisions should consider how the development meets community needs, the effect a new development has on surrounding residential properties, and the capacity of the adjacent street system to support such development. The proposed land use will comply with those allowed within the Multi-Family Residence (R-3) District under Section 5A-7-3-3.

Section 5A-7-3-1 of the City's Code states that no R-3 District shall be established unless the site is (3) acres. The subject petition includes a variation request for relief from this section. Although the proposed project does not fully align with the Comprehensive Plan's future land use designation, it may still merit consideration given past flexibility in applying the minimum site area standard, the site's context, and broader goals related to infill development and housing diversity.

Development Standards: Except as it pertains to density restrictions and setback requirements for the 2-car garages, the project meets or exceeds all design and development standards for the Multi-Family Residence District (R-3) established in Section 5A-7-3 of the City Code.

Density: Section 5A-7-3-5(D) requires that 4,500 square feet of lot area be provided or each two bedroom unit. With a lot area of 54,805 square feet, the resulting density for the site would be 12

AGENDA MEMO PZC2025-06

units. The project proposes two new eight (8) unit, two-story condominium buildings, for a total of 16 units. A variation is requested to allow the four additional units.

Site Design, Access and Circulation: As shown Attachment D – Site Plan, the two residential buildings on site front Plainfield Road, with the guest parking and garages placed to the rear and side of the site. Three buildings provide the two-car garages for the units: a building with seven garages, a building with 5 garages, and a building with 4 garages. A single full service driveway is provided on Plainfield Road. Lester Lane is a private road that is actually a separate piece of property owned in part by almost all of the property owners on Lester Lane, despite showing as part of the property on assessor's map. No access is provided from Lester Lane and no alterations to the street are proposed – the City may seek to have a portion of the road dedicated and improved upon review and submittal of a future plat.

Lico	Size Derking Storde		Tota	al Parking	
Use	Size	Parking Standard	Required	Proposed	
Dwelling, multi-family	16 units	2 stalls/unit	32 stalls	32 garage spaces + 8 guest parking spaces	

Architecture / Landscaping: The symmetrical, square buildings are traditional in character, with brick facades and hipped roofs, incorporating prominent gabled entryways with vertical stone banding between first- and second-floor windows. Decorative light fixtures are used on the exterior. (see Attachment E –Floor Plans and Elevations). The garage buildings are typical wood frame structures with gabled roofs, cement board siding and concrete foundations. Photos of the interiors and exterior of proposed product, which was built last year in the Village of Lisle have been provided for reference (see Attachment F). The photos include a photo of the proposed garage design. Landscaping will be required to comply with the City's Zoning Ordinance. Landscaping will consist of a variety of shade trees, ornamental trees, shrubs and groundcover.

Grading and Utilities: Existing easements will be utilized and new easements will be necessary to obtain for on-site utilities and off-site utilities, including water and sanitary sewer. New water and sanitary utility lines are proposed to be placed in Lester Lane.

Preliminary Plat of Consolidation: The petitioner proposes the consolidation of the two subject parcels for development purposes. A plat of consolidation and a plat of subdivision for condominium purposes will be required to be submitted for separate review and approval, if the project is approved.

C) Justification Narrative / Project Review Criteria

The various criteria the administrative bodies use when acting on this project are included in Attachment G. The petitioner submitted a *Justification Narrative* and *Findings of Fact* that would support the application request (see Attachment H).

D) Public Comment / Outreach

Pursuant to City Code and Illinois Statutes, a public notice was published and mail notices were sent to all property owners, business owners and occupants within 250 feet of the project boundary. The City shared project plans with several interested parties who contacted staff for information. The petitioner contacted property owners on Lester Lane separately to provide photos of the product and a description of the project. At the time of publication of this staff report, no public comments have been received.

PZC MEETING UPDATE - 04/16/2025

The Planning, Zoning and Economic Development Commission reviewed this item at its meeting on April 16, 2025. The petitioner was present and answered questions after staff's introduction of the case. A previous request to include apartments as art of the project was rescinded by the petitioner and the project proceeded as originally noticed, as proposed condominiums. Members of the public were in attendance and provided comment on drainage concerns, traffic movements, and concerns regarding the density that was requested in the variation. Staff answered various questions about the site design, drainage standards and the nature of the variations requested.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission made a motion to forward the case with a favorable recommendation to the Municipal Services Committee and City Council. The motion carried with a 6-1 vote.

ADDITIONAL UPDATES FOR MUNICIPAL SERVICES MEETING FOR 04/28/2025

Following comments and concerns voiced by residents and the Planning, Zoning and Economic Development Commission, staff are providing updates in two key areas.

Traffic: Following comments made by residents concerning the potential for conflicting turning movements between the project driveway and Lester Lane, the petitioner has revised their proposal to include a "pork-chop" that would restrict the driveway to "right-out only" (see Attachment I). Staff note that any driveways would be reviewed and approved by DuPage County, which may further restrict traffic movements out of the driveway.

Drainage: Staff note the development will improve on-site drainage by capturing/slowing runoff from frequent small storms. Under the DuPage County Stormwater Ordinance, drainage patterns cannot be changed, and runoff cannot be concentrated onto neighboring properties. The petitioner prepared an exhibit (see Attachment J) that shows that the tributary area for the neighboring property is being reduced substantially. The Stormwater Ordinance does not require capture of all runoff from extreme rain events, and the project will meet all stormwater requirements and improve drainage over the current conditions.

Density: Staff have prepared a comparison of high-density residential zoning districts in nearby jurisdictions to provide context for the requested variance. The R-3 District is the highest-density residential zoning classification currently available under the Zoning Ordinance in Darien, and rather than a flat lot area per dwelling unit standard, the City Code further stratifies the required

AGENDA MEMO PZC2025-06

lot area by the number of bedrooms in each unit. The proposed residential density is approximately 11.76 units per acre, which meets the intent of the R-3 District.

Neighboring jurisdictions (the Village of Woodridge, City of Downers Grove, and Village of Willowbrook) have simple lot area per dwelling unit standards, that offer zoning districts that accommodate higher residential densities and a broader range of multi-family housing types. A summary of these zoning districts is provided in Table 2.

Jurisdiction	Zoning District	Min. Lot Area per Dwelling Unit	Approx. Max Units per Acre
City of Darien	R-3	4,500 SF / 2 BR unit	Between 9-12 units/acre
Village of Woodridge	A-2	2,275 SF / dwelling unit	~19 units / acre
Village of Downers Grove	R-6	1,000 SF / dwelling unit	~43 units / acre
Village of Willowbrook	R-5	2,000 SF / dwelling unit	~21 unit / acre
Subject Project	R-3 (proposed)	2,722 SF / dwelling unit (proposed)	11.76 units / acre (proposed)

Table 2: Comparison of High-Density Residential Zoning Districts

MSC MEETING UPDATE - 04/28/2025

The Municipal Services Committee reviewed this item at its meeting on April 28, 2025. The petitioner was present and answered questions following staff's introductions of the case. Staff provided additional information regarding the drainage of the area surrounding the petition site, DuPage County's stormwater ordinance, and high-density zoning in other jurisdictions. Members of the public were present and raised concerns regarding drainage, fencing and public improvements. During the meeting, the petitioner agreed to provide additional parking spaces, totaling anywhere from two to five parking spaces, and committed to provide fencing along the eastern and southern boundary of the project site.

Based on testimony and discussion at the meeting, the Municipal Services Committee made a motion to forward the case with a favorable recommendation to the City Council. The motion passed unanimously, with a 3-0 vote.

ALTERNATE CONSIDERATION

As recommended/directed by the City Council.

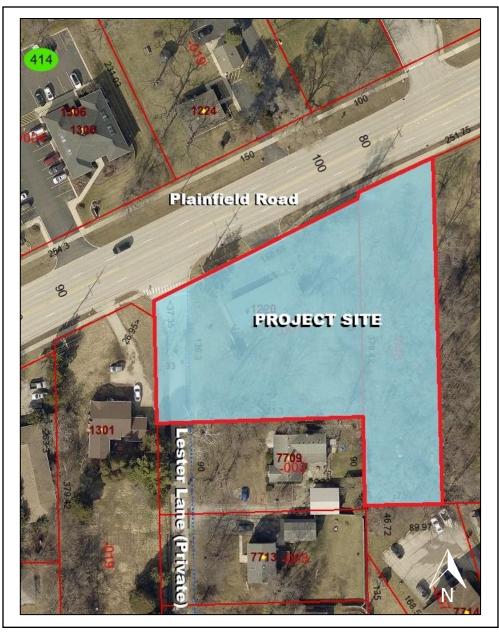
DECISION MODE

The City Council will consider this item at its meeting on May 5, 2025.



CITY OF DARIEN PLANNING AND ZONING COMMISSION APRIL 16, 2025

LOCATION MAP

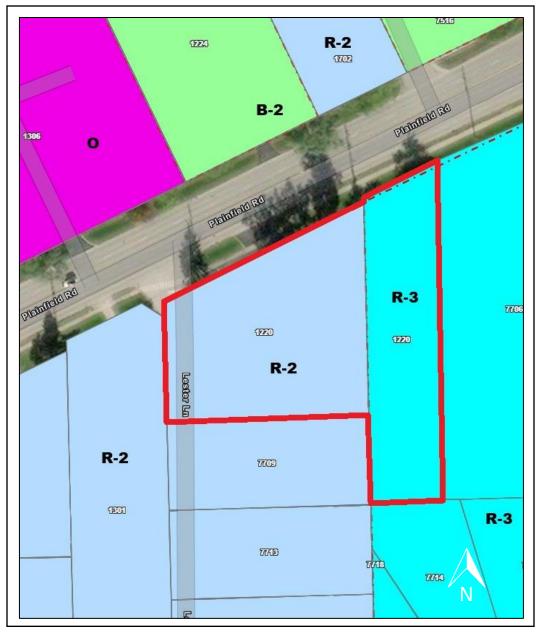


Project No.: PZC2025-06 - 1220-1225 Plainfield Road



CITY OF DARIEN PLANNING AND ZONING COMMISSION APRIL 16, 2025

EXISTING ZONING

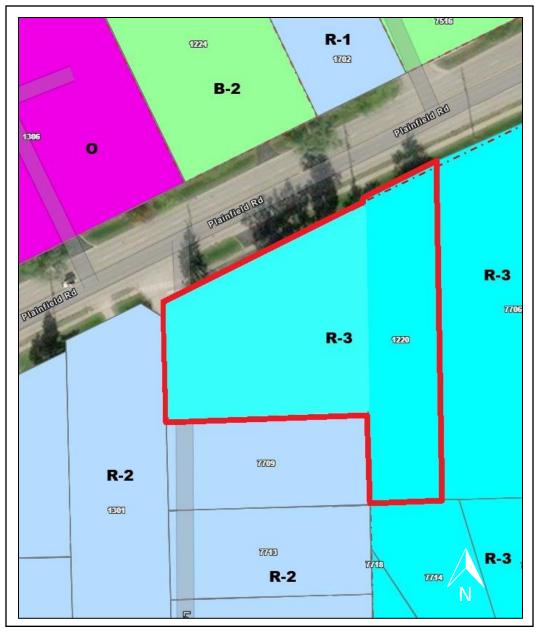


Project No.: PZC2025-06 - 1220-1225 Plainfield Road



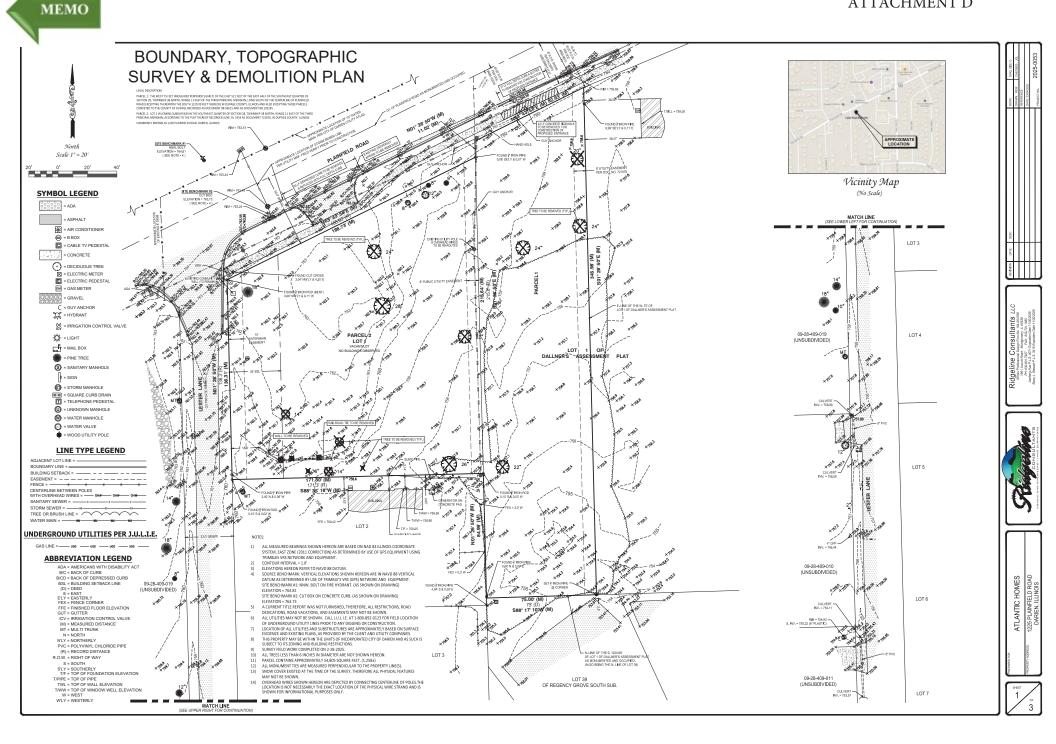
CITY OF DARIEN PLANNING AND ZONING COMMISSION APRIL 16, 2025

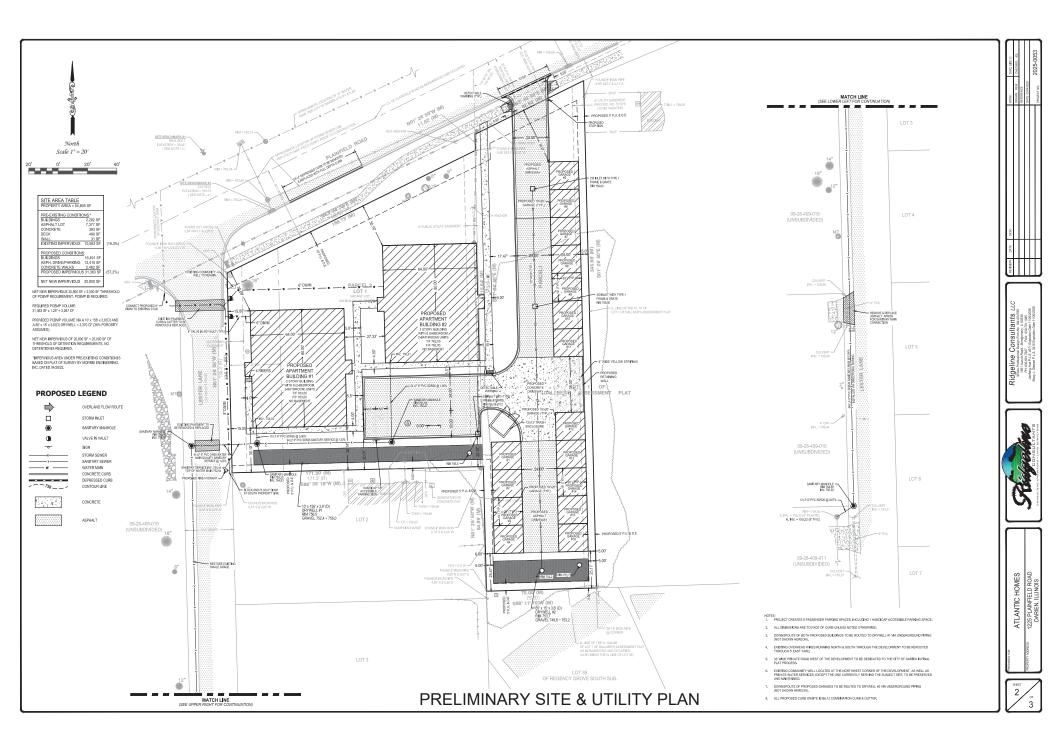
PROPOSED ZONING

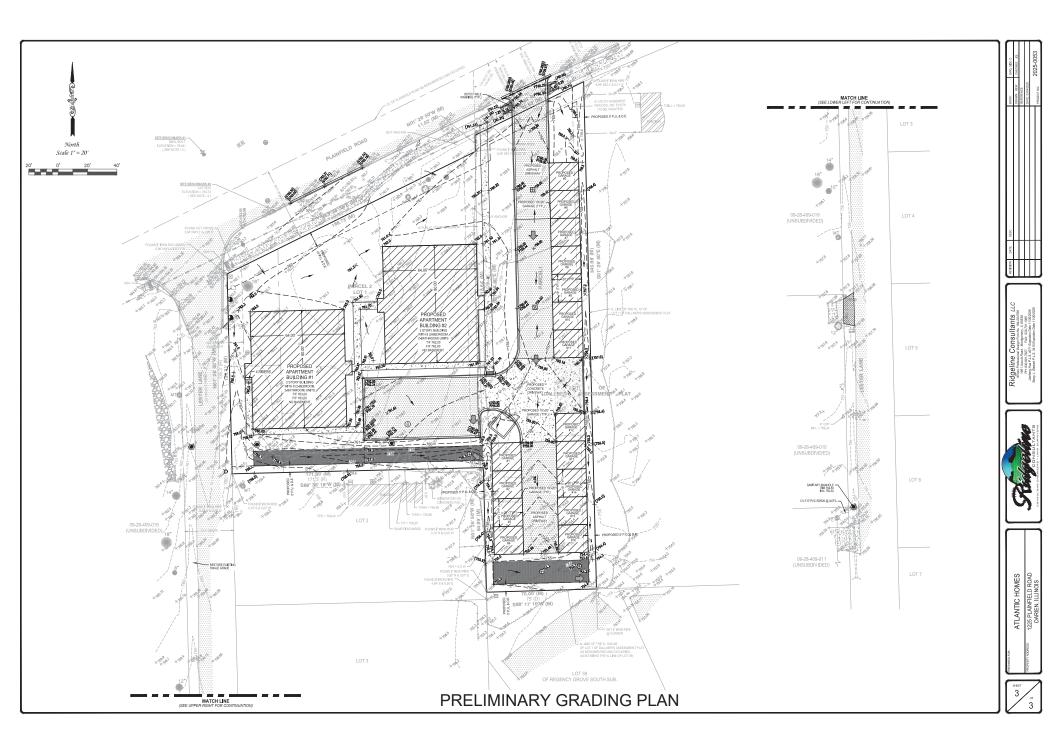


Project No.: PZC2025-06 - 1220-1225 Plainfield Road

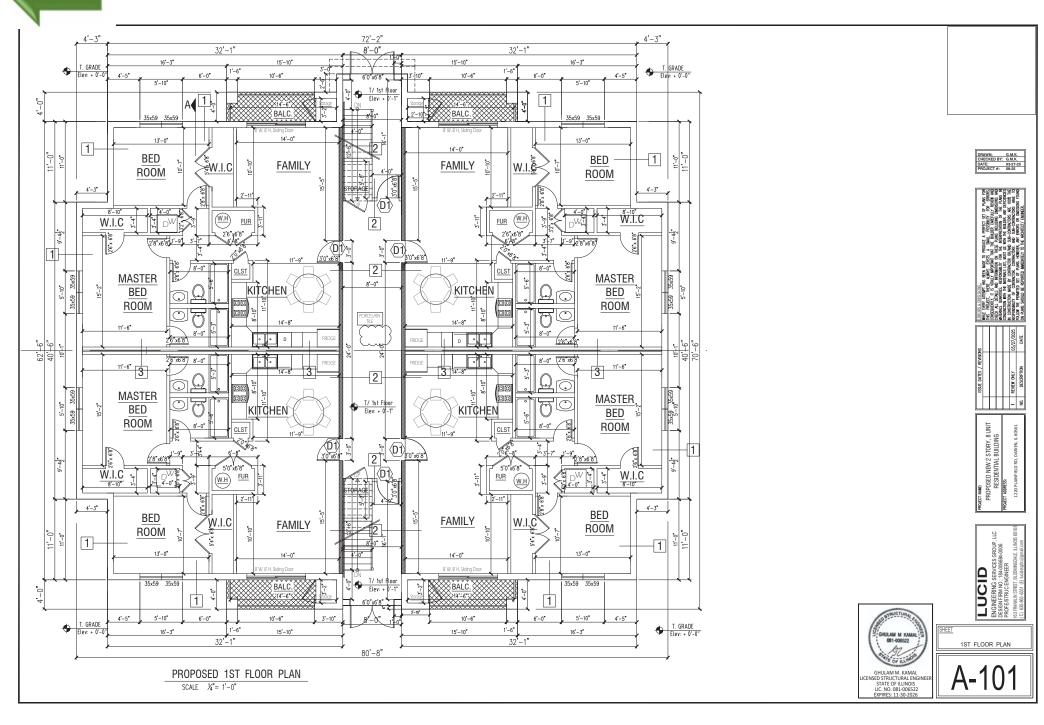
ATTACHMENT D

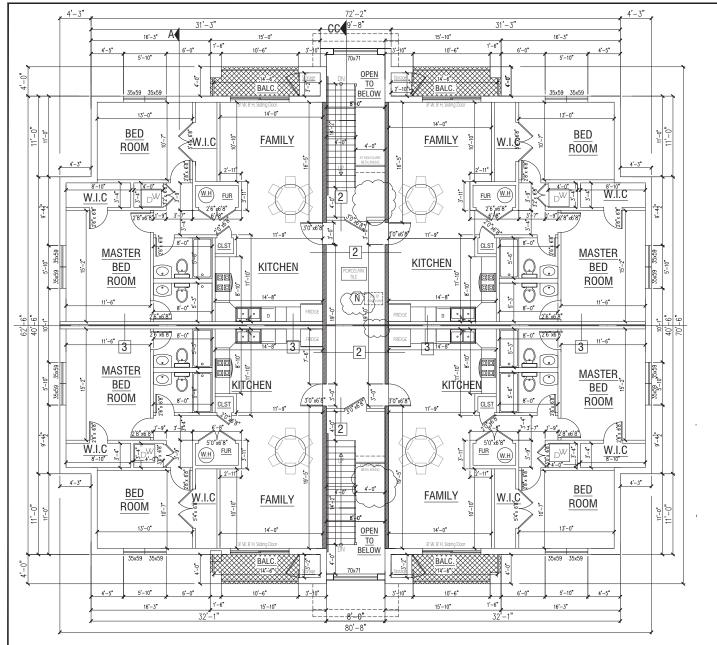






ATTACHMENT E





PROPOSED 2ND FLOOR PLAN

SCALE 1'-0"

 DRAWN:
 G.M.K.

 CHECKED BY:
 G.M.K.

 DATE:
 03-27-25

 PROJECT #:
 08-25

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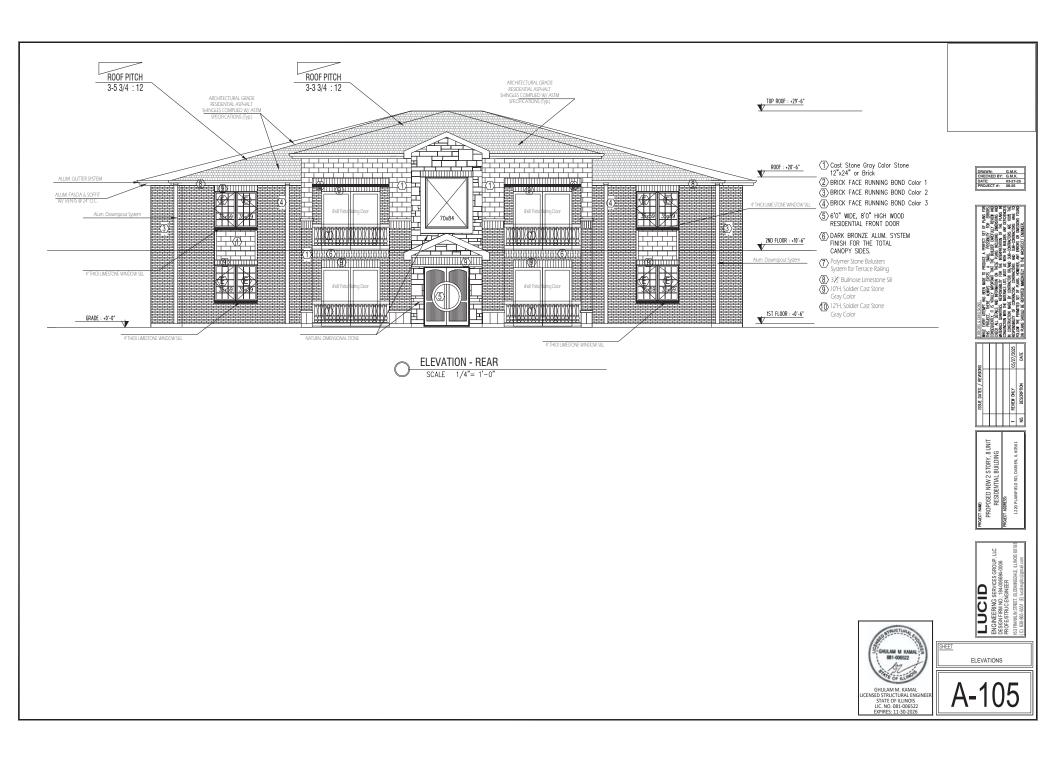
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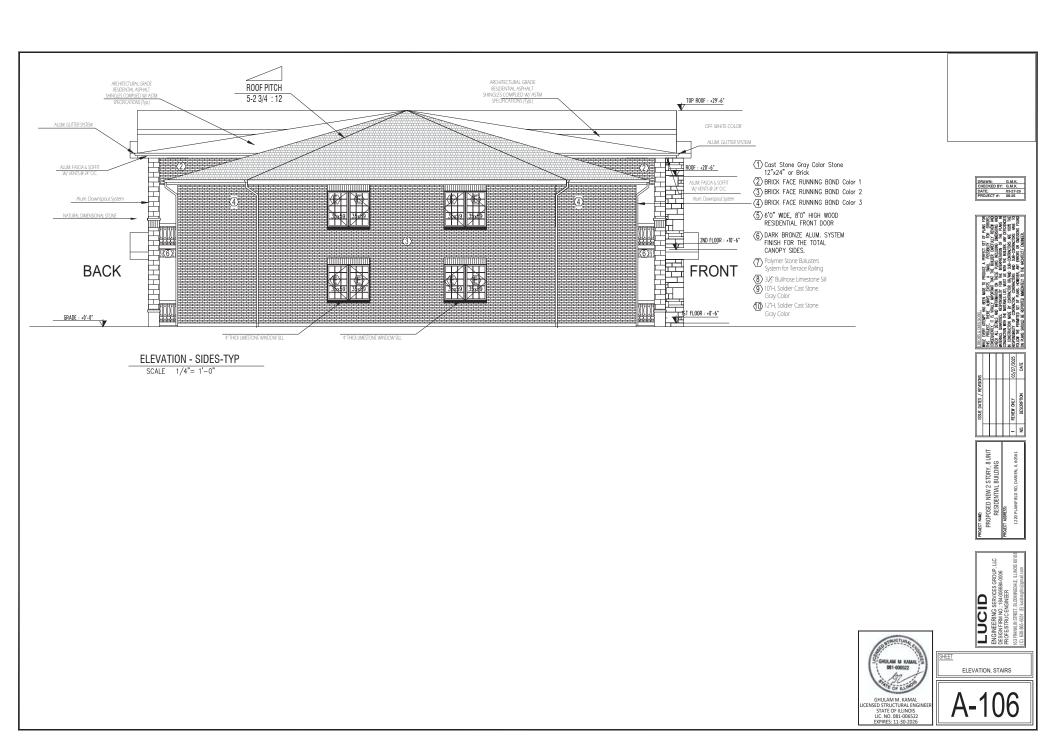
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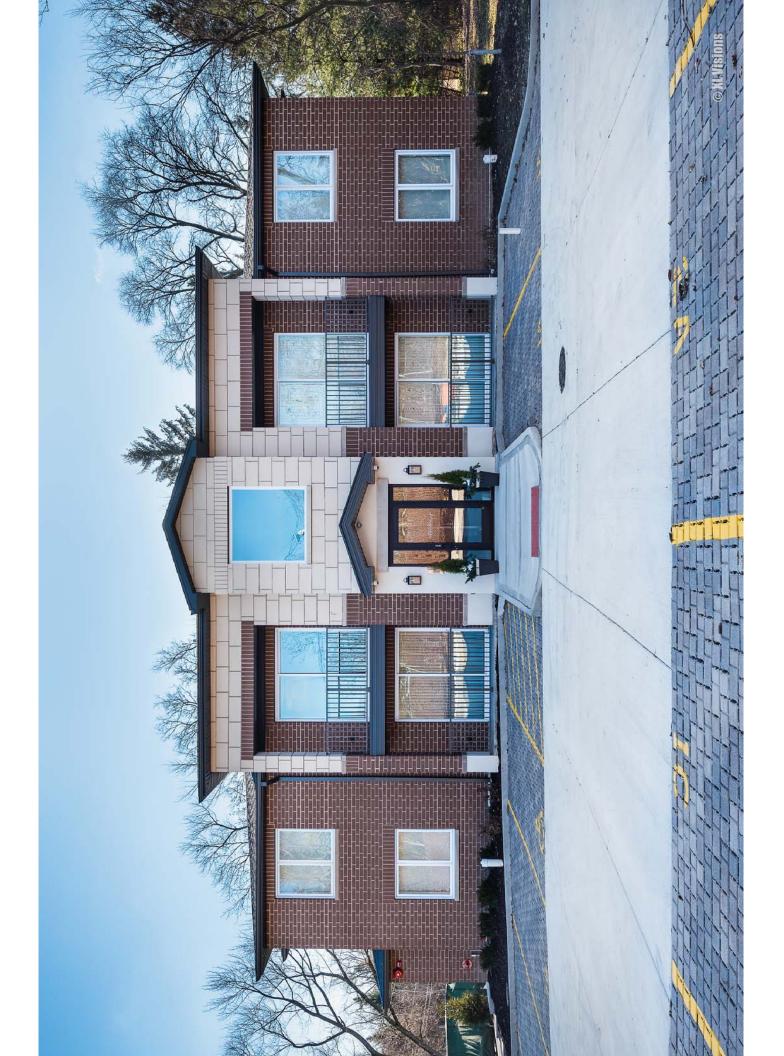
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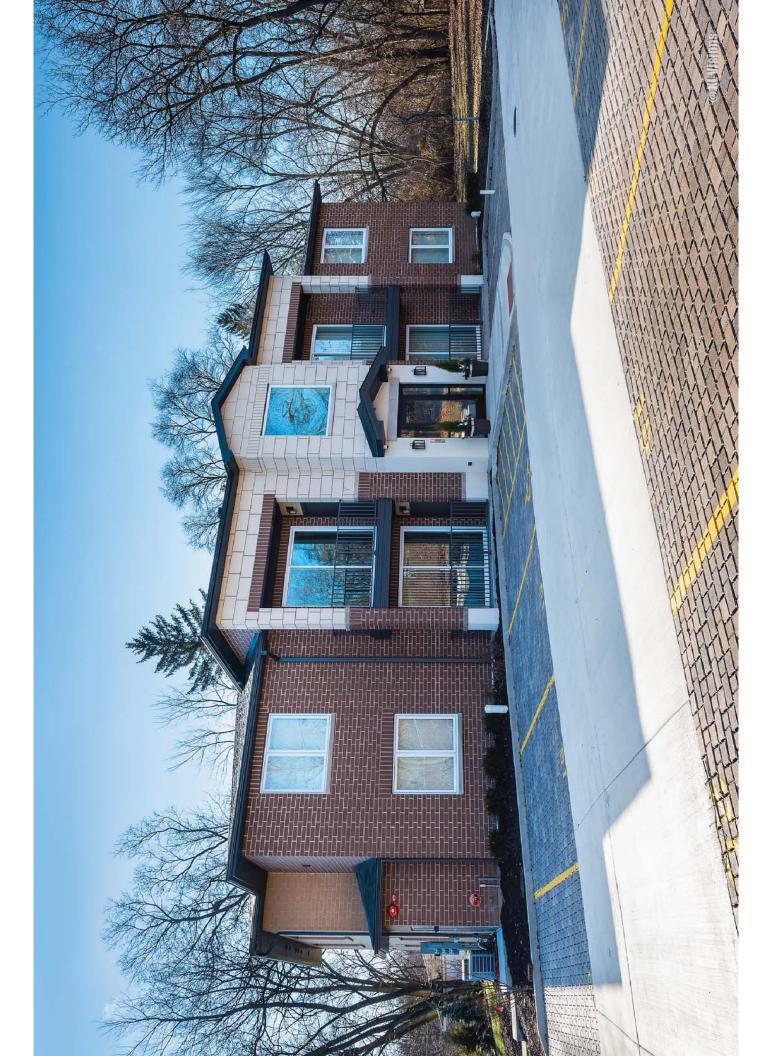


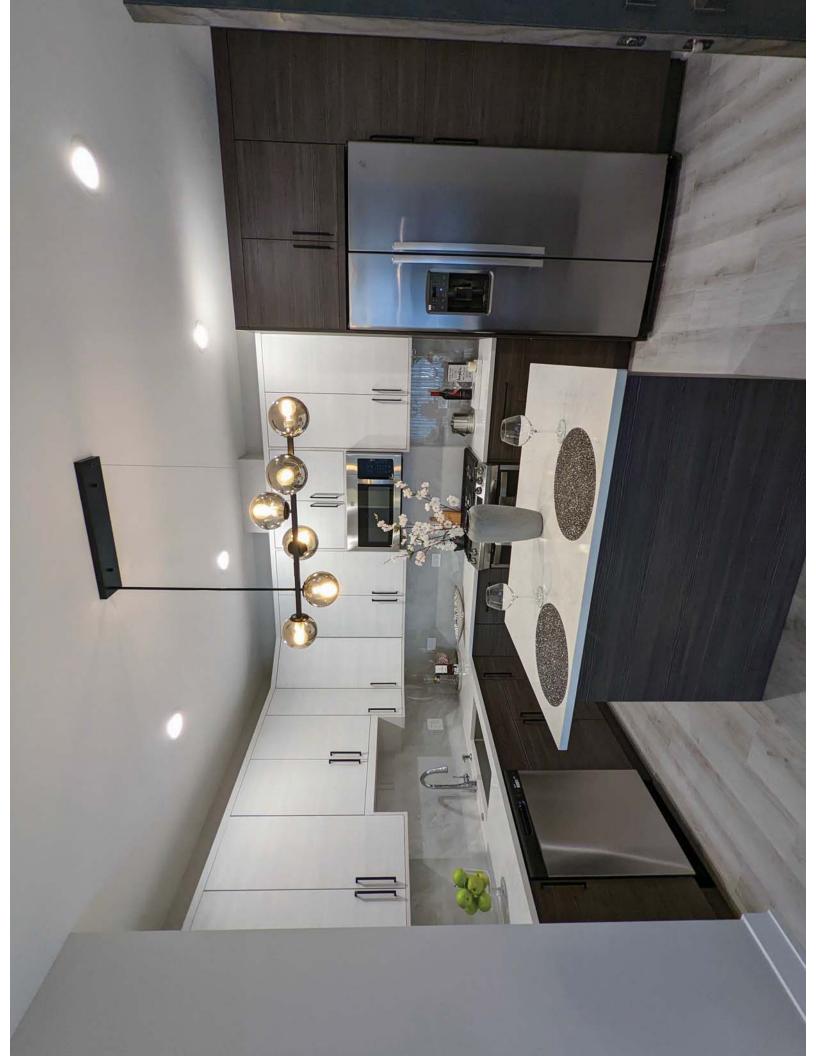


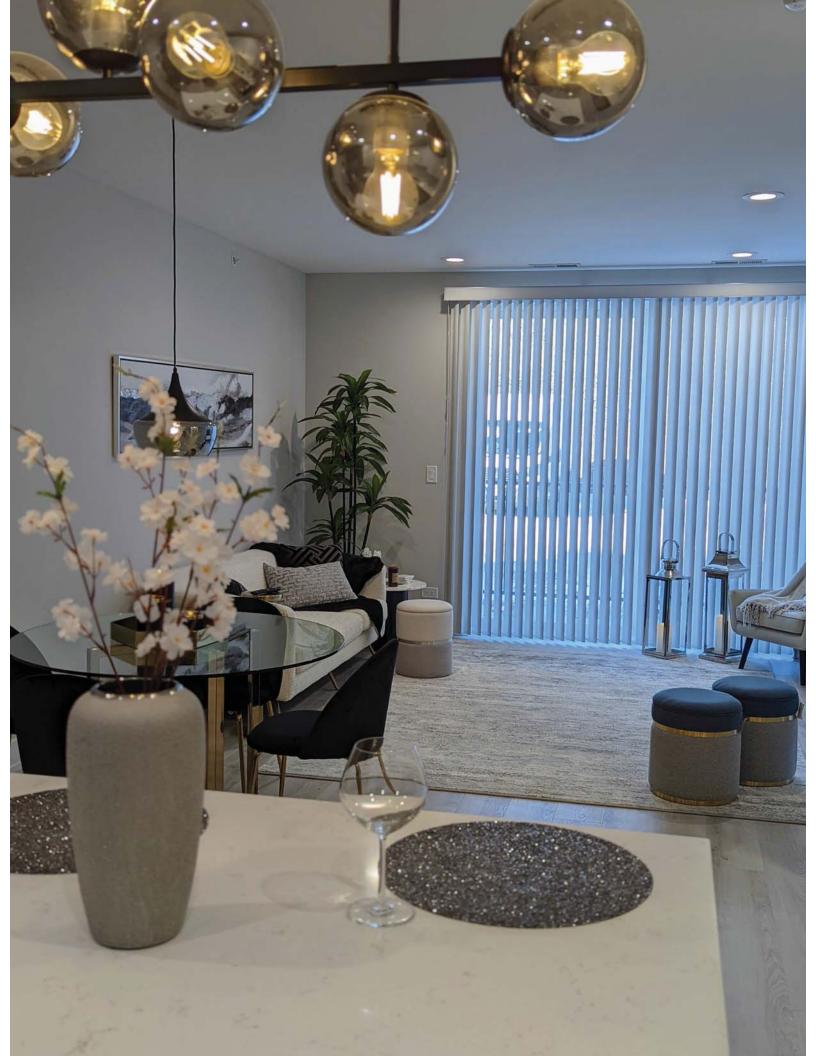


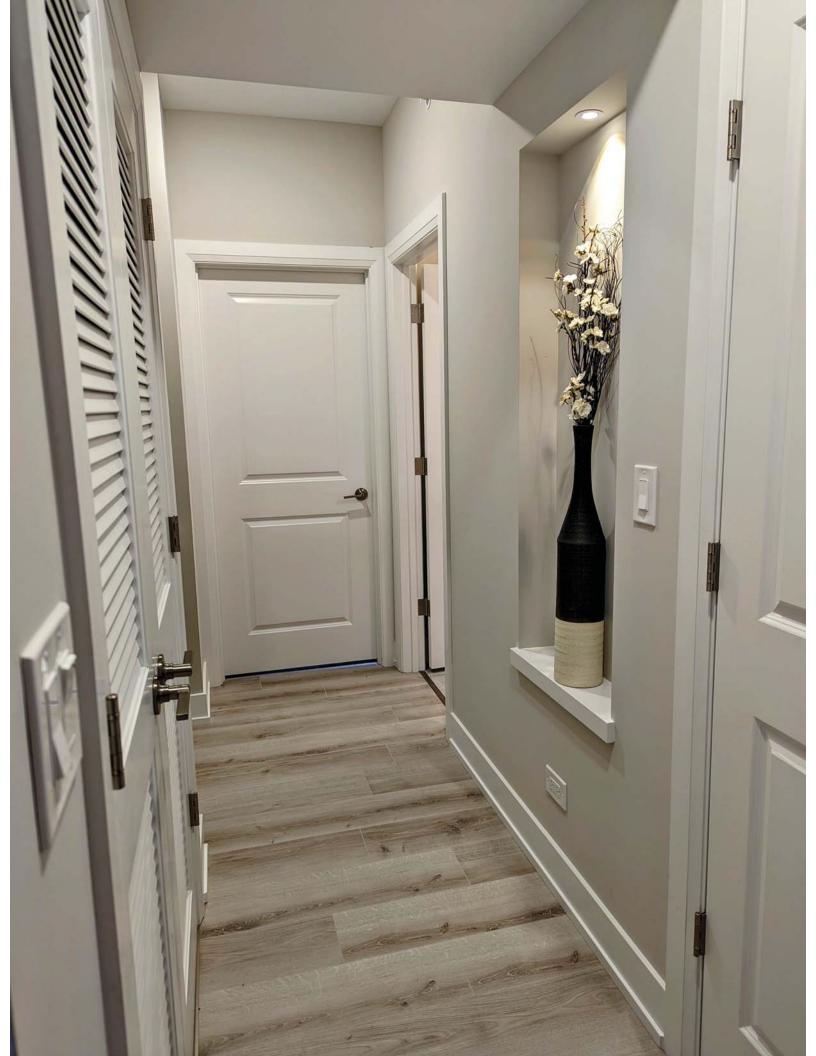


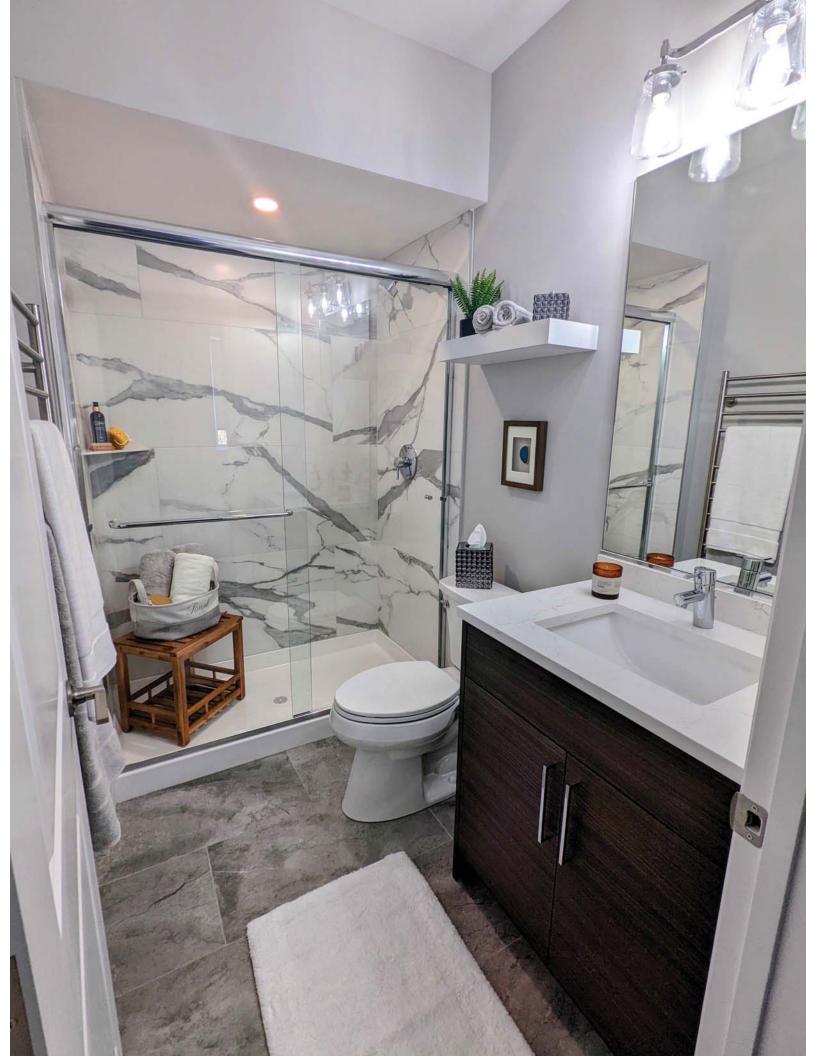


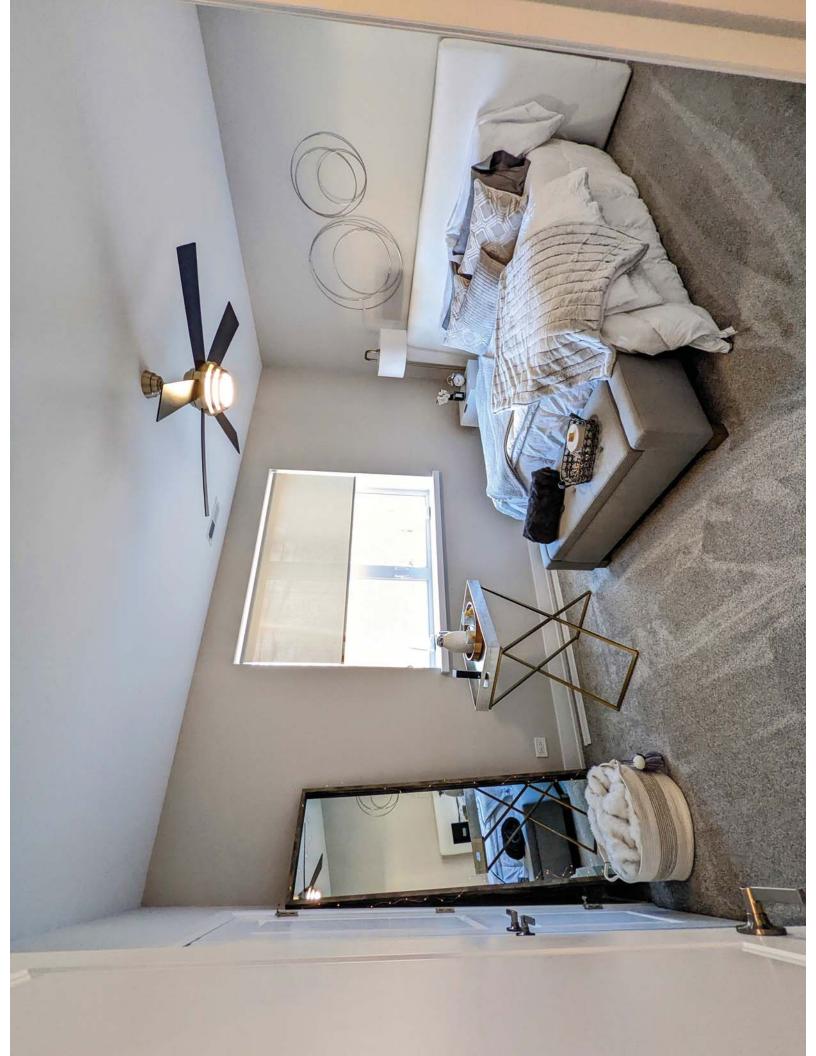
















Special Use and Variation Criteria

The criteria that the Planning, Zoning and Economic Development Commission and City Council must consider when acting on a request for a Special Use and Variation are included below.

Special Use Criteria:

No special use shall be recommended to the City Council by the Plan Commission, nor approved by the City Council, unless findings of fact have been made on those of the following factors which relate to the special use being sought:

- 1. That the special use is deemed necessary for the public convenience at the location specified.
- 2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
- 3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
- 4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- 5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be at variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
- 6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
- 7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- 8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Plan Commission and Planning and Development Committee.

Variation Criteria:

The City may grant variations based on the finding-of-fact that supports the following criteria outlined below by the City to be the most relevant to the subject property situation.

- a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.
- b) The plight of the owner is due to unique circumstances.
- c) The variation if granted will not alter the essential character of the locality.
- *d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.*
- e) Problem with Property: 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. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

- f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.
- g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.
- *h)* Create Community Problem: The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.
- *i)* Net Benefit: The positive impacts to the community outweigh the negative impacts.
- *j)* Sacrifice Basic Protections: The variation, if granted, will comply with the purposes and intent of this title set forth in subsection 5A-1-2(A) of this title and summarized as follows: to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.

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Date: March 28, 2025

мемо

- To: Mr. Jordan Yanke, Senior Planner Community Development Department Planning and Zoning Division City of Darien, IL 1702 Plainfield Road, Darien, IL 60561
- From: Ghulam Masoom Kamal, SE, PE Lucid Engineering Services Group, LLC
- REFERENCE: 1220 PLAINFIELD RD, DARIEN, IL 60561 VARIATIONS, ZONING CHANGE, AND PLAT OF CONSOLIDATION

PROJECT BRIEF DESCRIPTION:

BELOW IS A SUMMARY OF THIS PROPOSED DEVELOPMENT PROJECT AND REQESTED VARIATIONS AND ZONING CHANGE REQUEST.

If you have any questions regarding this, please do not hesitate to contact the undersigned.

Sincerely,

Ghulam M Kamal, SE, PE LUCID Engineering Services Group, LLC



DATED: 03/28/2025 LICENSE EXPIRES: 11/30/2026

163 Franklin Street • Bloomingdale, IL 60108 Ph: (630)865-6551 • Email: lucidesgllc@gmail.com GENERAL INTRODUCTION: PROPOSED DEVELOPMENT:

The project consists of proposed new residential development located at **1220 PLAINFIELD RD, DARIEN, IL 60561**. The project is a new construction development and consists of two new 8-Unit, two story buildings and 16-2 car garage structures. Each floor of each building consists of 4 units. Below are some project details.

The perspective developer is interested in developing this residential project with the flexibility and allowance to start the project as an apartment complex rentable to the tenants on flexible lease terms (short-term or long-term lease) as needed. With keeping in line with the ongoing market situation, the project will be converted into condominium development and will be sold to the future condominium owners as required. The City of Darien will be kept updated on the future development goals as this project goes into development and construction stage.

PROJECT DETAILS:

LOT AREA: 54,805 SQ FT

BUILDING DATA: TWO PROPOSED BUILDINGS TOTAL = 8 UNITS / BUILDING 4 UNITS / FLOOR/ BUILDING TOTAL DWELLING UNITS = 16 UNITS	
GARAGE DATA:	
GARAGE AREA (16 -2 CAR GARAGES)	: 380 SQ FT / GARAGE
PROPOSED IMPROVEMENTS:	
BUILDINGS:	16,491 SQ FT
ASPHALT DRIVE/PARKING:	12,410 SQ FT
CONCRETE WALKS:	2,462 SQ FT
TOTAL PROPOSED IMPERVIOUS:	31,363 SQ FT
EXISTING CONDITIONS:	
BUILDINGS:	2 292 60 57
ASPHALT LOT:	2,282 SQ FT
	7,377 SQ FT
CONCRETE:	383 SQ FT
DECK:	490 SQ FT
WALL:	31 SQ FT
TOTAL EXISTING IMPERVIOUS:	10,563 SQ FT
NET NEW IMPERVIOUS:	20,800 SQ FT

1220 PLAINFIELD ROAD, DARIEN, ILLINOIS

163 Franklin Street • Bloomingdale, IL 60108 Ph: (630)865-6551 • Email: lucidesgllc@gmail.com **PROJECT BRIEF DESCRIPTION**

The intent of this project is to create a residential development by combining two parcels, Parcel 1 and Parcel 2 located on Lot 1, (see engineering plans for this property) with different residential zoning. The Parcels are currently zoned as Parcel 1: current zoning R-2 and Parcel 2: current zoning R-3. The proposed zoning of the new consolidated parcel to be R-3 to facilitate the future development.

In order for this project to move forward, both parcels need to be combined and need to be zoned R-3, further the 8' Utility and Drainage Easement located on the east side of the Parcel 2, need to be vacated and relocated to the east side and south side of Parcel 1 and made into a 5' wide easement.

After consolidation, this new parcel would allow the construction of two new, two-story buildings with 8 residential apartment units in each building as detailed above along with 16-2 car garages and 8 visitor parking spaces and a 24' wide driveway located on the east side.

In order to provide this facility, there are some administrative entitlements that are being requested here within. First, the Plat of Consolidation to combine the two parcels into a new R-3 zoned one parcel and removal of the easement located on the east side of parcel 2. Second, both the consolidation and the new development trigger a few minor variances that are being requested, in order to maximize lot use requested here within. Findings of fact for each are provided here within, as follows.

It is also requested that this residential development be allowed flexibility as a rentable apartment complex with an option to be converted into a condominium development. The City of Darien will be kept updated on the future development goals as this project goes into development and construction stage.

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ZONING VARIATIONS - JUSTIFICATION NARRATIVE:

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

RESPONSE: The project cannot be developed with current zoning and easement that existing on Parcel 2 and due to the different zoning on Parcel 1. With new zoning and easement adjustment, this project will substantially increase the value and marketability of this property.

2b. The plight of the owner is due to unique circumstances.

RESPONSE: In an effort develop this project with existing irregular lot boundaries, some unique circumstances have presented themselves that require a minor amount of relief.

2c. The variation if granted will not alter the essential character of the locality. *RESPONSE: Due to its relatively smaller size and scale, the impact of these variations on the overall character of the area and comparison to surrounding lots and buildings would be hardly noticeable. In fact, this type of new development is in the very spirit of the City's comprehensive Plan and Key Development Areas.*

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted. *RESPONSE: The proposal seeks zoning change on Parcel 1 to match the current zoning of Parcel 2. No additional curb cut is requested on Plainfield Road. This development will not be possible without zoning change and requested variations.*

3b. Problem with Property? 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 the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

RESPONSE: As noted above, the proposal seeks to combine the two parcels and zoning to be R-3 to make the development workable. Additionally, the applicant propose to move the entrance to the new development to the east away from the intersection of Plainfield Road and Lester Lane which will benefit the traffic flow. Therefore, in order for this development to be economically feasible, the requested variations from the ordinance are necessary.

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

RESPONSE: As noted above, the proposal seeks to combine these two parcels and rezone into R-3 zoning to develop this project. Without the requested variations, this project will not be workable as proposed. The proposed building can't be constructed with the current City standards in the ordinance.

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3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

RESPONSE: The granting of these variations will have no financial or physical impact on the surrounding properties. If anything, this will be an added value to those businesses and the residential neighborhood alike.

3e. Create Community Problem? The variation, ff granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

RESPONSE: Due to its unique nature, this proposed development would be an asset to the community, and could be used as a model for similar future development once proof of concept is established.

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts. *RESPONSE: With no notable negative impact and the benefits to the community, for this this use and location. acceptance of its ordinance variations would be a positive improvement*

3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2 (A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare. *RESPONSE: This proposal seeks to integrate this redevelopment into the existing nature of the property as seamlessly as possible. As such, it is necessary to request zoning change so both parcels can be combined into one new zoning, the requested relief will increase the value of the property, and will convert something unsightly and under-used into something very positive, useful, and gainful for the property owner and the City of Darien, its residents, and visitors.*

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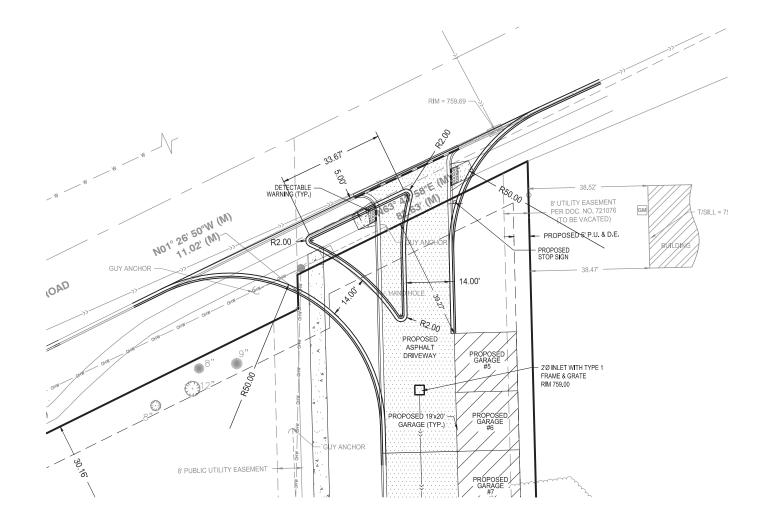
CONCLUSION

As discussed, the re-zoning and combining these two parcels will make this property more energized and seek to infill a vacancy to continue the development fabric along the central corridor of Plainfield Road and a Key Development Area. Provided the evidence supplied in these findings of fact that fully support the use and the need for administrative relief, the applicant respectfully requests a favorable recommendation from Staff and its recommending bodies to the City Council for the project as proposed here within.

The building's façade is varied in material and articulation in order to break up the overall mass, while also addressing the different frontage conditions of Plainfield Road. The facade is composed of a few cladding materials, predominantly brick/stone cladding with some secondary use of metal panels. The building is provided with separate entry points into the building from the east and west sides to provide ease and functionality.

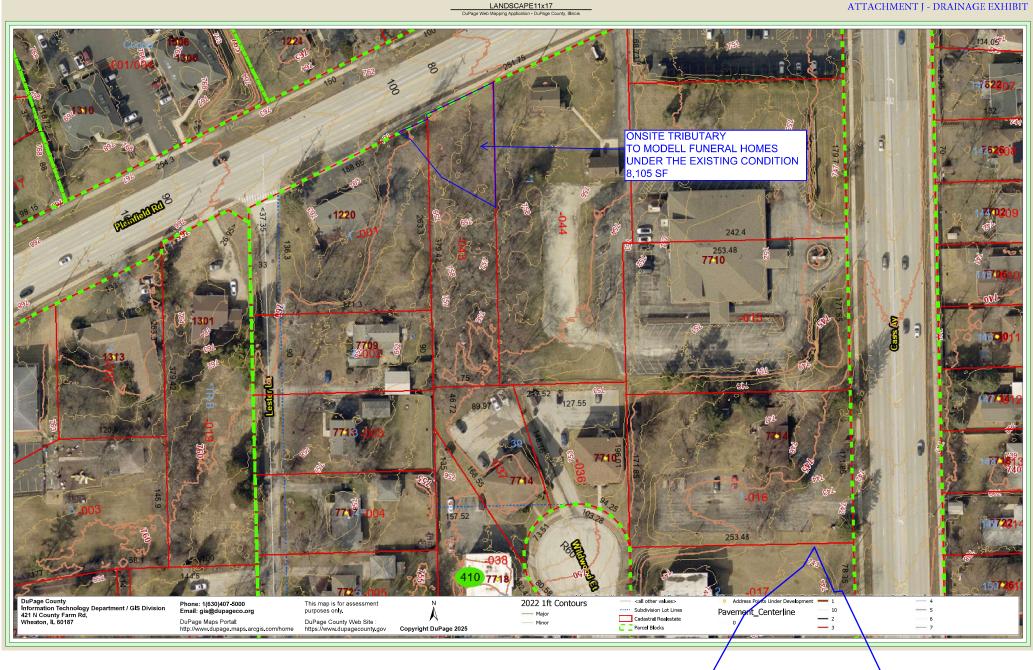
ATTACHMENT I - DRIVEWAY EXHIBIT

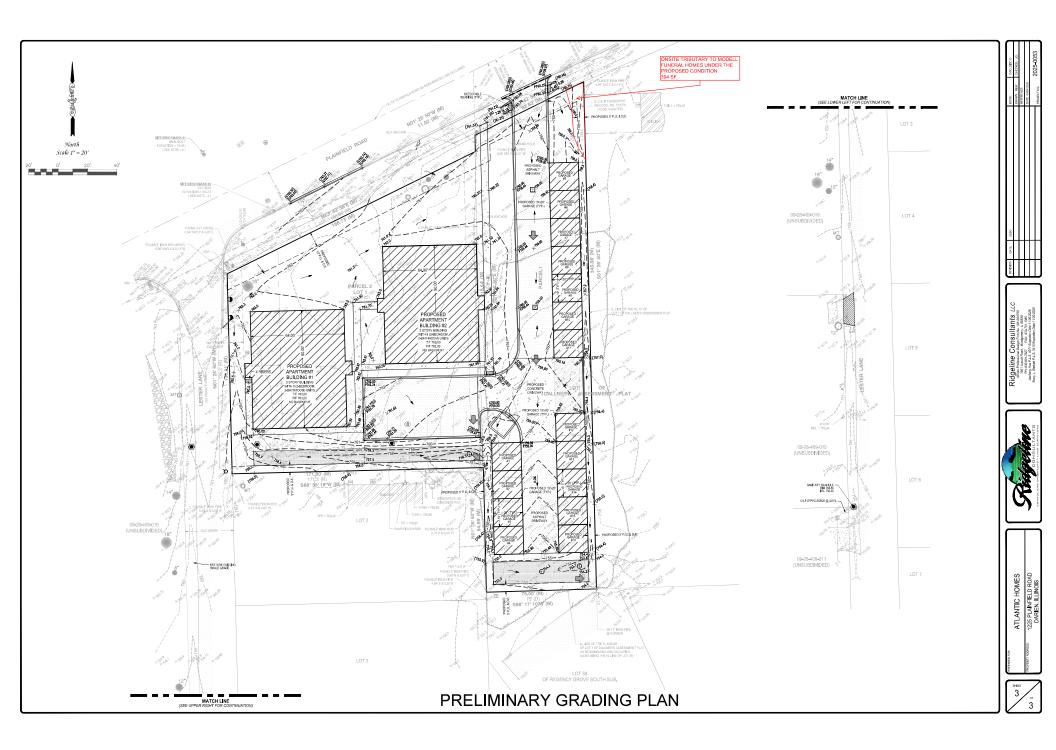




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ATTACHMENT J - DRAINAGE EXHIBIT





CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.

AN ORDINANCE REZONING PROPERTY FROM R-2 TO R-3, AND APPROVING A SPECIAL USE AND ZONING VARIATIONS FOR THE CONSTRUCTION OF CONDOMONIUMS

(PZC 2025-06: 1220-1225 Plainfield Road, Atlantic Homes Inc.)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 5th DAY OF MAY, 2025

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this ______day of May, 2025.

MEMO

AN ORDINANCE REZONING PROPERTY FROM R-2 TO R-3, AND APPROVING A SPECIAL USE AND ZONING VARIATIONS FOR THE CONSTRUCTION OF CONDOMONIUMS

(PZC 2025-06: 1220-1225 Plainfield Road, Atlantic Homes Inc.)

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 westerly portion of the property described in Section 1 of this Ordinance (the "Subject Property") is currently zoned Single Family Residence District (R-2); and

WHEREAS, the City received a petition requesting a rezone of the westerly parcel from Single Family Residence District (R-2) to Multi-Family Residence District (R-3), a plat of consolidation to combine the two subject parcels for development purposes, and the construction of two new eight (8) unit, two-story condominium buildings totaling 16,491 square feet, with sixteen (16) 2-car garages, along with associated site and utility improvements, along with variations from the Zoning Ordinance (the "Petition"); and

WHEREAS, pursuant to notice as required by the Illinois Municipal Code and the Darien Zoning Ordinance, a public hearing was conducted by the Planning, Zoning and Economic Development Commission on April 16, 2025 to consider the Petition; and

WHEREAS, based upon the evidence, testimony, and exhibits presented at the April 16, 2025 public hearing, the Planning, Zoning and Economic Development Commission voted 6-1 to recommend approval of the Petition to the Municipal Services Committee and City Council; and

ORDINANCE NO.

WHEREAS, based upon the evidence, testimony, and exhibits presented at the April 28 2025 Municipal Services Committee meeting, the Committee unanimously recommended approval of the Petition to City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above

and hereby determines to grant the petition subject to the terms, conditions, and limitations described herein below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

DARIEN, DUPAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS,

as follows:

<u>SECTION 1:</u> Subject Property. The property which is the subject of this Ordinance is generally

located at 8226 Cass Avenue and legally described as follows ("Subject Property"):

PARCEL 1:

THE WEST 75 FEET (MEASURED PERPENDICULARLY) OF THE EAST 521 FEET OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF THE CENTER LINE OF PLAINFIELD ROAD (EXCEPTING THEREFROM THE SOUTH 1220.99 FEET THEREOF) IN DUPAGE COUNTY, ILLINOIS AND ALSO EXCEPTING THOSE PARCELS CONVEYED TO THE COUNTY OF DUPAGE RECORDED AS DOCUMENT 88-96515 AND AS DOCUMENT 88-102245.

PARCEL 2:

LOT 1 IN JENKINS SUBDIVISION IN THE SOUTHEAST 1/4 OF SECTION 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIAPL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1954 AS DOCUMENT 721076 IN DUPAGE COUNTY ILLINOIS.

PINs: 09-28-410-001 and 09-28-410-043

<u>SECTION 2:</u> Rezoning. The westerly parcel of the Subject Property is hereby rezoned from

R-2 Single Family Residence District to the R-3 Multi-Family Residence District.

ORDINANCE NO.

SECTION 3: Special Use Approved. The City Council hereby approves a special use to permit

the construction of a 16-unit multifamily condominium building and 16 two-car garages with associated

site improvements within the R-3 Multi-Family Residence District.

SECTION 4: Variations Approved. The City Council hereby approves the following

variations from the Zoning Ordinance and Sign Code:

- A. A variation from Section 5A-7-3-1 of the City Zoning Code to allow for the establishment of an R-3 District for a site less than three (3) acres.
- B. A variation from Section 5A-7-3-5(D) of the City Zoning Code to allow for the construction 16 two-bedroom condominium units on the Subject Property
- C. A variation from Section 5A-7-3-6(A) of the City Zoning Code to allow for fivefoot interior and rear yard setbacks for the proposed garages.

<u>SECTION 5:</u> Conditions. Approval is subject to the following conditions:

- 1. Prior to issuance of a building or grading permit for the project, a plat shall be submitted for separate review and approval by the corporate authorities for the consolidation and subdivision of the site for condominium purposes.
- 2. The developer/petitioner shall comply with the comments and requirements within the letter from Christopher B. Burke Engineering, LTE dated April 16, 2025.

SECTION 6: 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. 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 supercede state law in that regard within its jurisdiction.

<u>SECTION 7:</u> <u>Effective Date.</u> This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

ORDINANCE NO.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY,

ILLINOIS, this 5th day of May, 2025.

AYES: _____

ABSENT:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,

ILLINOIS, this 5th day of May, 2025.

ATTEST:

NAYS:

JOSEPH A. MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO City Council May 5, 2025

ISSUE STATEMENT

Approval of an ordinance for a licensing agreement between the City of Darien and Lumos for a citywide fiber optic infrastructure implementation.

ORDINANCE

BACKGROUND/HISTORY

As previously stated, over recent years, public demand for reliable, high-speed internet has grown significantly. Through a vast array of communication devices, people have increasingly become more connected. Currently there are only two entities licensed in the City of Darien that provide internet to businesses and residents, AT&T and Xfinity. While these corporations deliver high-speed internet through a coaxial cable, Lumos delivers internet through a fiber optic cable. The main difference between cable and fiber optic is the way they transmit data. Fiber optic uses light to transmit data, while cable uses electricity. Fiber optic is generally faster and more reliable than cable. Lumos will be providing fiber services for internet and telephone. Recently the City Council approved a licensing agreement with Metronet allowing them to install fiber cable infrastructure throughout the City.

Entering into these franchise agreements with additional service providers will create competition in the marketplace. Residents and business owners may realize benefits of increased competition in the form of improved service and lower cost. Further, Lumos as well as Metronet are currently working with our adjacent communities for the deployment of fiber infrastructure.

Attached and labeled are the following:

Attachment A is an introduction letter for the Lumos fiber development in the City of Darien Attachment B is a general overview and field methodologies for Lumos

Please recall, the main focal point regarding fiber infrastructure and placement was vetted by the City Attorney and by teaming up with Downers Grove Counsel and Staff. The issues were regarding Easements and Right of Ways. Lumos is planning to install infrastructure within the City's right of ways with limited municipality regulations.

Although utility easements are incorporated as a portion of private property, the City has no oversight or permitting ability regarding regulated utilities. The City only has oversight in respect to easements that are utilized for drainage and are typically dedicated to the City for maintenance and or construction. Easement language is provided through a plat of subdivision. Court cases have cited telecommunications have the right to be within utility easements, regardless of the language naming certain entities and/or their successors. Staff has concluded that all work within easements shall be communicated between Lumos and the property owner in amicable fashion regarding placement of infrastructure, utility boxes and restoration.

Right-of-Ways, also referred to as parkways, are typically the area between the sidewalk and the curb and in rural areas; the limits are approximately 10-15 feet from the road edge.

Telecommunications and other utility companies may utilize public right-of-ways for installing, operating, and maintaining lines. All utility companies are required to obtain necessary permits.

Attached and labeled as <u>Attachment C</u> is a memo from the City Attorney regarding telecommunication rights and limited municipality regulations. Please note, the same memo applies to Lumos as was previously with Metronet.

By entering into a franchise agreement, the City agrees to allow Lumos to construct, maintain and operate a fiber system within the City. In return, the City will receive payment from Lumos in the form of a franchise fee and permit inspection fees. Staff has further requested Lumos to present a 15-minute overview at the City Council meeting during the Mayors Report.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of an ordinance for a licensing agreement between the City of Darien and Lumos for a citywide fiber optic infrastructure implementation.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the May 5, 2025 City Council agenda for formal consideration.



Dear Mayor and Honorable Members of the City Council,

Lumos is excited to introduce our plans to invest in the City of Darien through the deployment of a 100% fiber-optic network. Our goal is to bring the community a fast, reliable, and future-ready internet experience with symmetrical speeds - offering residents a true alternative in broadband service.

We are a fiber-only internet provider, backed by a multi-year infrastructure investment across Illinois. In Darien, we are proposing a full overbuild of the community - ensuring every household has access to a competitive alternative for high-speed internet. Lumos has already executed franchise agreements in nearby municipalities, including Naperville and Roselle.

As part of our approach, we are committed to:

- Transparent communication with City staff and residents.
- Timely restoration of any impacted areas, coordinated through daily street sheets and regular touchpoints.
- Responsiveness to any questions, concerns, or complaints ensuring property owners are contacted within 24 hours and resolutions are provided within 5–8 business days.

We look forward to earning the trust of the community, working in partnership with the City of Darien to deliver this critical infrastructure, and becoming a long-term partner in the community's growth.

Thank you for the opportunity to present our project.

With gratitude,

Allen Rauth Director, Market Development Lumos Fiber



Attachment B

Introduction to

lumos

TODAYS AGENDA

- Introductions
- Lumos History/ Overview
- Community Benefits
- Construction
- Q&A



About Lumos

We believe all communities should have the fastest internet.

It's about more than streaming your favorite show or sending photos. It helps fuel economic growth and attract businesses and the workforce they require. And beyond that, fiber internet access increases housing values and spurs community development.

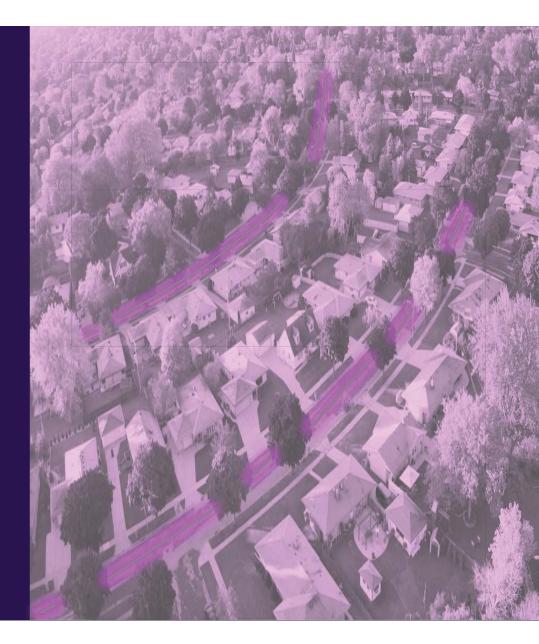
Our Heritage

125 years of proudly serving North Carolina and Virginia - connecting families and small businesses

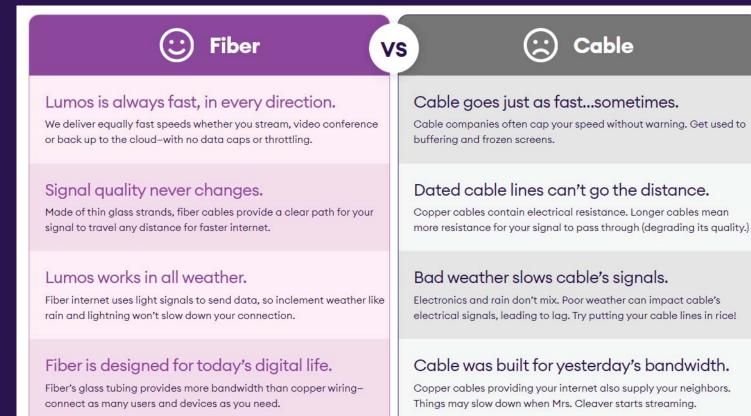


WHY DARIEN?

Lack of fiber
Growth
Need for competition



WHY FIBER?



THE ENTIRE COMMUNITY BENEFITS



Future-proof

Fiber is the gold standard and future proof technology that will grow with consumers data needs over time.



Speeds up to 8Gig

Enjoy a seamless online experience - connect any way you want, as much as you want, even during peak usage times



Choice

Broadband competition and choice in your area.



Reliable

Fiber is virtually immune to interference and doesn't falter under harsh weather conditions.

FDH's <u>FIBER DISTRIBUTI</u>ON HUB's

- Deployment strategy is built around FDH zones covering 200–500 homes each.
- These zones are defined as build polygons to systematically permit, construct, and activate service.
- Enables phased construction, targeted communication, and efficient customer turn-up.



CONSTRUCTION COMMUNICATION





Communication Three

Communication One

Once permitting is complete,

pre-construction letters are

mailed

Week of construction, door hangers are placed.

Fiber Internet Construction Notice Rows will begin construction seen, bringing Rows. Flare Optic Internet to your neighborhood While construction con be meary, rest caused, we'll loovy you area just an next or better than it starte and will be aud of your way a seen as possible. Obestioner? Call 855–453-0001 or visit.

lumos

Internet built

for the future starts with a shovel. Sign up to find out when 100% Fiber Optic Internet in ordifiable on your street.

lumos

Communication Two

30 days prior to construction, yard darts are placed.

During construction

Lumos sandwich boards are deployed at the beginning of each construction zone.

All trucks and drills for have Lumos magnet signs.













Lumos proprietary and confidential

lumos

QUESTIONS, CONCERNS & RESOLUTIONS



- Pre-construction meeting before we begin construction in an area.
- Daily street sheets submitted to municipality.
- Restoration follows each day's work.



- Contact property owner with24hrs of receiving complaints.
- Resolve complaints within 5 8 days.



Questions?



Odelson, Murphey, Frazier & McGrath, Ltd.

3318 West 95th Street – Evergreen Park, Illinois 60805 Phone (708) 424-5678 JBM Direct Dial (708) 634-0266 JBM e-mail: <u>jmurphey@omfmlaw.com</u>

Memorandum

VIA E-MAIL

To: Mayor and City Council

From: Dan Gombac and John B. Murphey

Date: April 28, 2024

Re: Lumos Agreement

Staff is recommending the Council approve the attached agreement with Lumos. This agreement largely mirrors the Metronet agreement previously approved by the City Council. A copy of the Metronet agreement memo is attached.

Dan will be available to answer any questions regarding the specifics of this agreement.

JBM/sml Enclosures

Odelson, Murphey, Frazier & McGrath, Ltd.

3318 West 95th Street – Evergreen Park, Illinois 60805 Phone (708) 424-5678 ~ Fax (708) 741-5053 JBM Direct Dial (708) 634-0266 JBM e-mail: jmurphey@omfmlaw.com

Memorandum

VIA E-MAIL

To: Mayor and City Council

From: Dan Gombac and John B. Murphey

Date: March 19, 2025

Re: Metronet Agreement

The Council will be asked to approve an agreement with Metronet. In essence, the agreement authorizes Metronet to utilize City rights-of-way to install high-speed fiber optics for ultimate delivery to the residents. The staff due diligence process has been a learning experience for us. We have been working together with the Village of Downers Grove to ensure both a coordinated approach to appropriate municipal regulation and also a solid agreement.

Background

Some of you may recall when cable TV came to municipalities. There were a number of companies competing; ultimately, Comcast – Xfinity became the sole provider of cable TV service.

New Technology

Of course, there has been an explosion in communications technology. One of the technology advancements for the delivery of high-speed internet services is through fiber optics installed by companies like Metronet. In simplest terms, companies like Metronet are the next generation providing the underground infrastructure for the delivery of high-speed internet services.

The Legal Landscape

Along with Downers Grove, we have had a number of conference calls with representatives of Metronet to work through the legal, logistical, and communication issues. The Metronet representatives have been responsive and cooperative. We now have a firm understanding of the plan. Beginning as soon as possible, Metronet plans on installing its system under the rights-of-way and then working with property owners to obtain access in easements to extend the improvements so they will become available to the owners should they decide to contract for services.

Here is the breakdown:

A. <u>Metronet has a legal right to use City rights-of-way.</u> Under the law, there are non-discrimination provisions preventing a municipality from limiting qualified technology companies from accessing City rights-of-way. Metronet is entitled to access City rights-of-way.

Therefore, the primary purposes of the Metronet agreement are to: (i) authorize Metronet access to City R-O-W; and (ii) provide protection to the City for matters like restoration and indemnification. Downers Grove has taken the lead with negotiating the agreement with Metronet. Our agreement models the Downers Grove agreement.

The R-O-W issue is complicated, because a number of our arterials are under the jurisdiction of DuPage County, and we still have a few roads which are under the jurisdiction of the Township. Metronet will need to obtain separate R-O-W agreements with these other governments.

B. <u>The Private Property Access Issue.</u> We spent a good deal of time working through the issue of private property easements. Metronet has taken the position that it has the legal right to access "utility easements" to install its improvements. The matter may be more complicated than that. As part of our due diligence, we took a look at one of the City's newer subdivisions. The typical easement provisions are part of the Plat. In terms of telecommunication services, the Plat is specific – the easement is granted to Comcast by name as opposed to being a broad telecommunications easement.

It is not the role of the City to provide hundreds of legal opinions as to whether Metronet has the right to utilize an existing easement on an homeowner's property. Accordingly, on a going-forward basis, we recommend that the City's position on this issue be one of neutrality – we will advise people that any easement disputes are between the homeowner and the company – no different than a potential dispute between a homeowner and Com Ed. It may be that normal market dynamics will result in this issue taking care of itself in the great majority of cases. Allowing the installation of Metronet improvements on property will not cost a homeowner anything, nor will it obligate the homeowner to subscribe to any particular streaming service. Having this additional technology infrastructure in place would only improve property values, because of our collective desire for state-of-the art communication services and speed. In any event, the City's position on the private easement-access issue needs to be one of neutrality.

JBM/sml



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.

AN ORDINANCE APPROVING A MASTER LICENSE AGREEMENT WITH LUMOS FIBER OF ILLINOIS, L.L.C. FOR THE USE OF THE CITY'S RIGHTS-OF-WAY FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF TELECOMMUNICATION FACILITIES

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 5th DAY OF MAY, 2025

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this ______ day of May, 2025.

AN ORDINANCE APPROVING A MASTER LICENSE AGREEMENT WITH LUMOS FIBER OF ILLINOIS, LLC. FOR THE USE OF THE CITY'S RIGHTS-OF-WAY FOR THE INSTALLATION, OPERATION, AND MAINTENANCE OF TELECOMMUNICATION FACILITIES

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: Approval. The City Council hereby approves of a certain "Master License Agreement" with Lumos Fiber of Illinois, LLC for the use of the City's rights-of-way for the installation, operation, and maintenance of telecommunications facilities in the City, said Agreement to be substantially in the form attached to this Ordinance as **Exhibit A**.

<u>SECTION 2</u>: <u>Authorization.</u> The Mayor is hereby authorized to execute said Agreement on behalf of the City.

SECTION 3: 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 not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent the terms of this ordinance should be inconsistent with any non-preemptive state law, this ordinance shall supersede state law in that regard within its jurisdiction.

<u>SECTION 4</u>: <u>Effective Date.</u> This Ordinance shall be in full force and effect upon its

passage, approval, and publication as required by law.

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

COUNTY, ILLINOIS, this 5th day of May, 2025.

AYES

NAYS:

ABSENT:

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

ILLINOIS, this 5th day of May, 2025.

ATTEST:

JOSEPH A. MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY





FACILITIES MASTER LICENSE AGREEMENT

THIS FACILITIES MASTER LICENSE AGREEMENT ("this Agreement") is entered into by and between the City of Darien, a home rule municipality organized and existing under the laws of the state of Illinois ("City"), and Lumos Fiber of Illinois, LLC, an Illinois limited liability company ("Licensee"), for the use of City's rights-of-way for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the City is the exclusive owner of certain public rights-of-way within its corporate limits, and has approved official standards for the construction of facilities on these public rights-of-way; and

WHEREAS, the City is authorized to grant, renew and revoke licenses for the use of the public rights-of-way for the installation, operation and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, Licensee desires to construct, install, operate, and maintain telecommunications facilities in and/or upon the City's public rights-of-way (the "ROWs") within the City's boundaries, subject to the provisions of this Agreement; and

WHEREAS, the City desires to allow Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Mayor and City Council have s determined that the establishment of a Master License Agreement for telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring Licensee to come before the City Council each time it seeks approval of a site-specific permit for a facility on a City pole or ROW; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the Licensee and the City agree as follows:

1. **<u>Recitals.</u>** The above recitals are hereby incorporated into this License Agreement as if fully set forth in this Section 1.

2. <u>Grant of License.</u> For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the City grants a non-exclusive revocable license ("License") to Licensee for the use of the ROWs to install, operate and maintain telecommunications equipment (the "Facilities"). The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROWs, but shall be deemed to be a license only to use and occupy the

ROWs for the limited purposes stated herein. In the event of default by Licensee, the City shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. The rights granted to Licensee by the City are and shall be at all times subordinate to the City's right to ingress and egress and use of the public ROWs.

If Licensee intends to use the public right of way of any other governmental entity for installation of its Facilities, it shall be Licensee's responsibility obtain all other required permits or agreements from such entity regarding such use.

This Agreement and the right it grants to use and occupy the ROWs shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the City's municipal boundaries.

3. <u>**Term.**</u> The term of this Agreement shall be for a period of ten (10) years, beginning on the date approved by the City Council and ending ten (10) years thereafter, provided that Licensee is in compliance with the requirements of the City's codes and other ordinances and terms and conditions herein ("Initial Term"). This Agreement shall automatically renew for successive five (5) year terms ("Renewal Terms"). This Agreement may be terminated by either party at the end of the Initial Term or then current Renewal Term by providing ninety (90) days' advanced notice of termination to the other party.

4. **Fees.** Licensee shall pay an initial fee of Ten Thousand Dollars (\$10,000) upon execution of this License Agreement ("Initial License Fee").

Thereafter, for so long as (a) the City imposes a simplified municipal telecommunications tax, currently set forth in Chapter 7 of the City Code, (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) Licensee collects and remits said tax, no recurring annual fees or other amounts shall be due to the City for the use and occupancy of the City's ROW's ("Tax"). On no less than a quarterly basis, Licensee shall submit in writing a confirmation of the amount of the simplified telecommunications tax remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the City's Finance Department via USPS or electronic mail and it shall include the Licensee's name, the contact information for the person or department responsible on behalf of Licensee for answering any questions related to the remittance, period of remittance and amount remitted.

If the Tax is no longer imposed by the City, unless otherwise prohibited by law, Licensee shall pay an annual fee ("Annual Fee") as follows: No later than May 1st, 2026 the amount of Five Thousand Dollars (\$5,000) shall be paid to the City per annum; thereafter, said annual fee shall be increased each year by three percent (3%) over the previous year's fee. The annual fee shall be paid to the City no later than January 2nd of each year, Payments made after January 2nd shall include a late-penalty fee of ten percent (10%).

In addition to the Initial License Fee, and, as applicable the Tax or the Annual Fee, Licensee shall also be required to pay any applicable permit fees for each permit applied for and/or issued.

5. <u>**Title: Condition of ROWs.</u>** The City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROWs; the condition of the underground duct or conduit; other utilities or facilities in the ROWs; any other improvements or soils located on the ROWs; or the suitability of the ROWs for Licensee's intended use. Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROWs and suitability of the ROWs for its Facilities. Licensee accepts the ROWs in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the ROWs.</u>

6. **Location.** The location of the Facilities shall be as approved by the City's Director of Municipal Service, or the Director's designee. Licensee shall provide the City with an accurate map "as built" certifying all locations of the Facilities within the ROWs upon the installation of the Facilities. Unless otherwise stated on a permit issued by the City, Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROWs by the City, by any utility, by the general public or by other persons authorized to use or be present in or upon the public ROWs. Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements.

Notwithstanding the foregoing, the parties acknowledge that permit applications submitted to the City by Licensee may identify locations that are outside of the ROW's, thus being outside the scope of this Agreement and the City's authority to permit work in such locations ("Non-ROW Locations"). Non-ROW Locations may include, but are not limited to, public utility easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of Licensee's facilities in Non-ROW Locations, the City specifically disclaims any and all warranties and representations related to Licensee's authority to enter or install facilities in such Non-ROW Locations. Further, any permit issued by the City in connection with a permit application submitted by Licensee that identifies Licensee's installation of facilities in Non-ROW Locations shall not be considered or construed to be a City grant of permission or authority to Licensee to access such Non-ROW Locations or otherwise grant Licensee authority to install its facilities in such Non-ROW Locations. It is Licensee's sole responsibility to identify and obtain permission from the owners of all Non-ROW Locations to enter such Non-ROW Locations, and the City shall have no duty or obligation to provide said Non-ROW Location owners any information or opinions concerning Licensee's ability to enter upon Non-ROW Locations. In accordance with Section 18 below, Licensee agrees to indemnify, defend and hold the City harmless from any and all claims related to Licensee's anticipated or actual entrance to Non-ROW Locations, damage to Non-ROW Locations, installation of facilities in Non-ROW Locations, or otherwise in connection with Non-ROW Locations.

7. <u>Use of ROWs.</u> In its use of the ROWs and any work to be performed thereon, Licensee shall comply with all applicable laws, ordinances, regulations and requirements of Federal, State, County and local regulatory authorities, including the applicable provisions of the Fiber Internet Protocols here as attached and labeled as Exhibit B, and applicable provisions of Darien Municipal Code. Licensee may seek variances or exceptions to the City's ROW Policy and/or per the Fiber Internet Protocols, on a case-by case basis with the City's Director of Municipal Services. In the event of a conflict between this License Agreement and the City ROW Policy and/or per the Fiber Internet Protocols, the terms and conditions of this License Agreement shall control.

Licensee shall use and occupy the ROWs to install, operate and maintain the Facilities, which shall be limited to underground conduit and fiber optic telecommunications cable where existing similar utilities are underground, provided however, Licensee shall have the option of installing aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only, it being specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation and/or storage of debris or other material, or for any unsanitary or unhealthful purposes. All parts of Licensee's Facilities shall be underground, except in areas where existing similar utilities are aerial. Any unauthorized or impermissible use of the ROWs shall be deemed to be a material breach of this License Agreement.

Licensee warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional or missile boring. If directional or missile boring is not possible for installation of the required Facilities, Licensee agrees to work with the City's Director of Municipal Services, or designee, to determine the method of installation to be used, and to obtain the permission of the City. With the exception of any J.U.L.I.E. locates, Licensee shall not disturb any pavement for the installation, operation, maintenance or removal of its Facilities. All movement and storage of equipment and materials shall be confined to the area designated by the City. All surplus excavated material shall be removed from the ROWs and disposed of in accordance with any applicable laws or regulations. All tree stumps, and other debris resulting from construction operations shall be removed from the ROWs.

8. **Installation, Operation and Maintenance.** As a condition precedent to its right to access, use or attach any of its Facilities, Licensee shall, prior to occupying any area, submit a site specific permit application for each location, including all sitting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Director of Municipal Services or designee a site-specific permit for each location.

Unless otherwise provided by law, the City reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensee's Facilities. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location. The installation, operation and maintenance of the Facilities shall comply with all applicable ordinances, statutes, laws or regulations. The Licensee, in the performance of an exercise of any of its authorizations and obligations under this Agreement shall not obstruct or interfere in any manner with the City ROWs, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities without the express written approval of the City or the other owners, including franchisees, of the affected property. In the event of a dispute with the owner of private property or other utilities, upon request, evidence of Licensee's rights to occupy or utilize of private property or utilities' facilities shall be provided to the City. Further, if Licensee proposes to install its Facilities on a non-City owned utility pole in the ROW, Licensee, upon request, shall submit evidence of its authority to occupy the existing pole as part of its site-specific permit application.

The City shall not be liable to the Licensee or its customers for any interruption of service to the Licensee or interference with the Licensee's Facilities for any reason whatsoever.

Maintenance of the Facilities within the ROWs shall be the responsibility of Licensee. The Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable Federal, State and local laws, regulations and policies. Licensee shall use due care to ensure that no damage, beyond reasonable wear and tear, is caused to the ROW's. The City reserves the right to enter upon and repair any or all damage to the areas surrounding the licensed premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee. The Licensee shall be responsible for completing a city-wide trip and falls inspection of all at-grade structures utilized for telecommunications located within the right of ways. The frequency shall be completed every three (3) years subsequent to the execution of this Agreement. The Licensee will submit a detailed report identifying any hazards and a remedy to repair and restore said hazard. Further, the Licensee shall take the necessary steps to ensure that all structures at grade are in good repair. In the event the City identifies any structure that requires repair, the Licensee shall make the necessary arrangements to safely secure the hazard within eight (8) hours of notification. Final remediation shall be completed within five (5) days upon initial contact and weather pending. In the event the Licensee is not responsive per the time line above regarding any hazard, the City, will take the necessary steps to secure the hazard and invoice licensee directly to the Licensee address as listed below for remediation:

Licensee Address for Claims:

Lumos Fiber of Illinois, LLC

Attn: Josh Many, SVP - OSP & Construction

4100 Mendenhall Oaks Parkway, Suite 300

High Point, NC 27265

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("Emergency Maintenance"), Licensee may access the ROWs and commence such Emergency Maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the City ROW Policy.

9. **Police Powers.** Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Licensee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

10. **<u>Reservation of Authority</u>**. Nothing in this Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

11. <u>Marking.</u> Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

The City shall have no obligation to mark the location of Licensee's Facilities. Licensee agrees that it will become a member of J.U.L.I.E. as a requirement of this License Agreement and that such a system is designed to alert Licensee to planned work in the rights-of-way, so that Licensee can mark the location of its facilities to avoid damage. The City shall have no obligation to alert Licensee to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system.

12. <u>Public Safety.</u> Licensee or other person acting on its behalf, at its own expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROWs or other property.

If the City, in its reasonable discretion, determines that a particular use of the ROWs by Licensee is, or will be, hazardous to the public or the property, Licensee, upon written notice from the City, shall install commercially reasonable safety devices or make commercially reasonable modifications at Licensee's sole expense to render the ROWs safe for, and compatible with, public use. In the event Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROWs safe for the public, the City may install such safety devices. In the event the City installs such safety devices, the Licensee agrees to pay the actual costs of such improvements upon written demand, or the City may terminate this License Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the City arising out of this License Agreement and its termination.

13. <u>**Restoration of ROWs.**</u> Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of the Facilities, Licensee shall grade and restore all areas disturbed by construction operations to a condition substantially similar to that which existed prior to the work. This time period may be extended for good cause shown. If weather or other conditions do not permit the complete restoration required by this Section, Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at Licensee's sole expense and Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

For a period of twelve (12) months following any work in the ROWs by Licensee or any person acting on Licensee's behalf, except for backfilling which shall be a five (5) year period, Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other City property and for all repairs or damage to City property caused by Licensee, its officers, agents, employees, contractors, subcontractors, successors, and assigns, except to the extent any of the foregoing are caused by the negligence of the City. All such restoration shall be performed per the City Code Section 6B-5-19 ("Cleanup and Restoration") and the Fiber Internet Protocols to and to the reasonable satisfaction of the City.

Disturbed grass areas shall be restored with starter fertilizer and sod or grass seed, starter fertilizer and straw mat. Licensee shall coordinate with the City's Director of Municipal Services or their designee to determine which solution will be deployed on a case-by-case basis. All open excavations necessary for the installation, repair, relocation, maintenance or removal of the Facilities shall be properly backfilled as identified within the Fiber Internet Protocol sheets for right of ways, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality materials. The backfill settlement repair period shall be for five (5) years from the date of placing said backfill, during which time the affected areas shall be maintained by Licensee at its sole expense in a condition satisfactory to the City. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the City to comply with the City construction standards. All restoration work shall be completed in accordance with the City ROW Policy or other City zoning or construction standards, whichever is more stringent and/or comprehensive.

In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other City property as set forth above, the City may make or cause to be made such restoration or repairs and either demand payment from Licensee, who agrees to pay the actual and reasonable costs of such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

14. **Environmental.** Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROWs in any manner without prior written approval of the City. Licensee will take all reasonable steps to assure that Licensee will

not release any regulated material in violation of any Federal or State environmental law on the ROWs. Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a Federal or State law occurring on the ROWs, to the extent such a release was caused by Licensee. In the event of a release of a regulated material in violation of a Federal or State law on the ROWs by Licensee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 18 shall apply.

15. **Damage to Licensee's Facilities.** The City, its officers and employees shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities within the ROWs as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROWs by or on behalf of the City, with the exception of any loss, cost or damage proximately caused by the City's willful misconduct.

16. <u>Licensee Form of Business Disclosure.</u> Licensee agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached as Exhibit "A" to this License Agreement.

17. No Transfer or Assignment. This License Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this License Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this License Agreement or any interest herein without the prior written consent of the City; provided, however that Licensee shall have the right, without the City's prior written consent, but with prior written notice to the City and submission of a revised Exhibit "A", to assign or otherwise transfer this Licensee Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section 17 may not be unreasonably withheld. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, Licensee shall, nevertheless, remain liable to the City under the provisions hereof, until said Facilities herein authorized is removed, and the public ROWs are restored as herein required. Acceptance of payment from an entity or person other than Licensee shall not constitute a waiver of this provision.

18. **Indemnity/Hold Harmless.** To the fullest extent permitted by law, Licensee shall defend, indemnify, protect and hold harmless the City and its officials, officers, employees and agents from and against all third party injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents,

contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Facilities or Licensee's use of the ROWs, Licensee's potential or actual use of Non-ROW Locations, and in providing or offering service over the Facilities.

Licensee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This License Agreement shall not be construed as requiring the Licensee to indemnify the City for its own negligence or willful misconduct. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder and shall survive termination of this Agreement.

19. **Insurance.** Licensee shall, at its sole expense, cause to be issued and maintained, at its sole expense, the following minimum levels of insurance until the Facilities are removed from the ROWs and for a period of 2 years after the ROWs have been properly restored as required herein:

1. Workers Compensation – Statutory limits

2. Employers Liability – One million dollars (\$1,000,000) per employee and One million dollars (\$1,000,000) per accident

3. Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as "X," "C," and "U" coverages) and products-completed operations coverage with limits not less than:

i) Five million dollars (\$5,000,000) for bodily injury or death to each person;

ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and

4. Automobile Liability - for all owned, hired and non-owned automobiles – One million dollars (\$1,000,000) each accident

5. Professional Liability – Five million dollars (\$5,000,000)

If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

Prior to commencing work on the Facilities described herein, Licensee shall furnish the City with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the "City of Darien, its officers, officials, agents and employees" as "additional insureds". Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this Section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability

insurance applicable to defense and indemnity obligations. Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers' Compensation coverage shall include a waiver of subrogation against the City.

All insurance provided pursuant to this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company.)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

20. <u>Security.</u> Prior to performing any work in the ROWs, Licensee shall establish a security fund in the amount of Seventy-Five Thousand Dollars (\$75,000), which shall be provided to the City in the form, at the Licensee's election, of surety bond, cash or an unconditional letter of credit acceptable to the City. This security fund shall serve as security for those purposes set forth in the City ROW Policy, including but not limited to the installation of the Facilities in compliance with applicable plans, permits, technical codes and standards, the proper location of the Facilities as specified by the City, restoration of the ROWs and other property affected by the construction or to satisfy any claims or damages. The City may draw on the letter of credit, surety bond, or withdraw cash based on the City's determination that Licensee's activities have violated any City law or the requirements of this Agreement. Such security fund shall be in addition to any additional security required to be deposited with the City in connection with any permit in accordance with the City's ordinances, the City's Municipal Code and the terms of this Agreement.

21. **Duty to Provide Information.** Within fifteen (15) days of a written request from the City, Licensee shall furnish any information requested that is reasonably related to this License Agreement, the License granted hereunder, and any business activities related to the License or business operations of Licensee in the City.

22. <u>No Encumbrances.</u> Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROWs.

23. <u>Taxes.</u> Nothing contained in this License Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter

lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities, including but not limited to the "Darien Simplified Municipal Telecommunications Tax".

24. <u>Video Programming.</u> Licensee shall notify the City if it intends on providing cable television content over the Facilities to subscribers within the City. If required by law, Licensee will enter into a cable franchise or an open video system franchise agreement with the Village in the event Licensee does provide cable television content over its Facilities.

25. **<u>Removal, Relocation, or Modifications of Utility Facilities.</u>** Within sixty (60) days following written notice from the City, Licensee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Facilities within the ROWs whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to relocate, remove, change or alter its facilities, shall be granted an extension by the City, not to exceed one hundred twenty (120) days, to complete such work. In the event that relocation of any or all of the Facilities is required and the City and Licensee are unable to identify a feasible alternative to relocation within the sixty (60) day period, then the City may terminate this License Agreement, without penalty or payment to Licensee, solely with respect to the portion of the ROWs required by the City for the above reasons or other public purposes.

26. <u>Removal of Unauthorized Facilities.</u> Within sixty (60) days following written notice from the City, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the City, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:

- 1) Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
- 2) If the facility was constructed or installed without the prior grant of a license or permit;
- 3) If the facility was constructed, installed or maintained in violation of this License Agreement or the City ROW Standards; or
- 4) If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the City in the sum of five thousand dollars (\$5,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No

action or inaction by the City with respect to unauthorized use of any City ROW shall be deemed to be a ratification or an unauthorized use.

27. <u>Emergency Removal or Relocation of Facilities.</u> The City retains the right and privilege to disconnect, cut, move or remove any part of Licensee's Facilities located within the ROWs of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify Licensee after cutting or removing any part of the Facilities.

In the event Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Facilities from City ROWs and fails to do so within the time required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and Licensee shall be liable to the City for all costs regarding same. The City may either demand payment from Licensee, who agrees to pay the reasonable costs of such relocation or removal upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the Actual costs incurred by the City.

28. <u>**Termination.**</u> The City may terminate this License Agreement and the License granted herein for any of the following reasons:

- 1) Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in the permit application; or
- 2) Failure to cure a breach of this License Agreement or noncompliance with the City ROW Policy after receipt of written notice and a thirty (30) day cure period; or
- 3) Licensee's physical presence or presence of Licensee's Facilities on, over, above, along, upon, under, across, or within the ROWs presents a direct or imminent threat to the public health, safety, or welfare; or
- 4) Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans; or
- 5) Failure to provide the required traffic control; and to respond to requests from the City to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Licensee shall, within thirty (30) days of written notice from Licensor, remove its Facilities from all City ROWs and restore all ROWs as required herein.

Licensee may terminate one or more of the Facilities locations pursuant to this Agreement by giving at least thirty (30) days written notice. Licensee will not be subject to any penalty or fee for terminating such Facilities location prior to the end of the term of this Agreement.

29. <u>No Waiver.</u> The waiver by one party of any breach of this License Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this License Agreement and will not be construed to be a waiver of any provision except for the particular instance.

30. <u>Amendments.</u> This License Agreement represents the entire agreement between the parties. No oral changes or modifications of this License Agreement shall be permitted or allowed. Changes or modifications to this License Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the City.

31. <u>Notices.</u> Any notice will be in writing and will be sent via recognized private commercial delivery service such as Fed Ex or UPS. Service will be deemed effective when delivered to the other party. Notices shall be addressed to designated representatives of both parties as follows:

City:	City of Darien 1702 Plainfield Road. Darien, Illinois 60561 ATTN: City Administrator
With a Copy To:	John B. Murphey Odelson, Murphey, Frazier & McGrath, Ltd. 3318 West 95 th Street Evergreen Park, Illinois 60805 Tel: 708-424-5678 jmurphey@omfmlaw.com
Licensee:	Lumos Fiber of Illinois, LLC Attn: Josh Many – SVP OSP & Construction 4100 Mendenhall Oaks Parkway, Suite 300 High Point, North Carolina 27265
With a copy to:	Lumos Fiber of Illinois, LLC Attn: A.J. Brown, Chief Legal Officer 4100 Mendenhall Oaks Parkway, Suite 300 High Point, North Carolina 27265

32. <u>Severability.</u> In the event that any provision of this License Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

33. **Law and Venue.** This License Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the City and the Licensee shall be DuPage County, Illinois.

LUMOS FIBER OF ILLINOIS, LLC

CITY OF DARIEN

Dai) lit By:

Name: David Smith Its: Chief Network Officer

Date: <u>May 1</u>, 20<u>25</u>

By:_____ Name: Its: Mayor

Date: _____, 20____

Exhibit A DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination that the contract is exempt from any section must be obtained.)

I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Lumos Fiber of Illinois, LLC (hereafter "Licensee") is a:

(Place mark in front of appropriate type of business)

_____ Corporation (if a Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

<u>X</u> Limited Liability Corporation (if an LLC, complete C)

_____ Individual Proprietorship (if an Individual, complete D)

B. INC

The State of incorporation is _____

The corporate officers are as follows:

CEO: Chief Executive Officer - Brian Stading

Vice President: ____

Secretary: Breanna Grandstaff

Chief Financial Officer: <u>Heather Martin</u>

C. PARTNERSHIP/LLC

The partners or members are as follows: (Attach additional sheets if necessary)Gridiron Fiber License, LLC4100MendenhallOaksParkway, Suite 300, High Point,

North Carolina 27265 Home Address

Name

3212 Olde Sedgefield Way Greensboro, NC 27407
Home Address 194 Kiddsville Rd. Fishersville, VA 22939
Home Address
Home Address
ks Parkway High Point, NC 27265
Telephone: <u>540-941-7629</u>
P
Telephone:
Telephone:

Under penalty of perjury, Lumos Fiber of Illinois, LLC (Licensee's Name)

certifies that _99-4021296_ _____ is its correct Federal Taxpayer Identification Number, (FEIN/SSN)

or, in the case of an individual or sole proprietorship, Social Security Number.

LICENSEE By:

Its: Chief Network Officer

Subscribed and sworn to before me this <u>lst</u> day of <u>May</u>, 20<u>25</u>.

Buanna E. Bantitof

BREANNA ELAINE GRANDSTAFF NOTARY PUBLIC REG. #7688294 COMINON VEALTH OF VIRGINIA Exhibit B



PROTOCOL FOR NET PROVIDERS-LUMOS FIBER EXHIBIT B

- 1. The onsite contractor/sub-contractor shall maintain Detail Sheets and Plans for equipment and cables at the site(s)
- Right of Way Restoration/driveway inspections and permitting will be capped at \$80,000. All re-inspections will be assessed a \$25.00 re-inspection per specific site location.
- Boring and Restoration Bonds-The bonds coverage language and security instrument for all borings and restorations shall be included within the franchise agreement
- 4. All utilities within the ROW shall be potholed potholes shall not be left open overnight. Upon the backfilling of any and all potholes, the following will be required:
 - a. Pothole excavations shall be removed from the site
 - b. Backfill shall include either coarse sand or screening to within 8-inches from the finished grade
 - c. The remaining 8-inches of backfill shall consist of topsoil
 - d. Sod or seed, starter fertilizer and straw blanket for seed, straw blanket shall be pinned in place with biodegradable pins
 - e. All restoration shall be watered a minimum of 7 times to promote healthy turf establishment. In lieu of watering the vendor will be responsible for full turf establishment after one season.
 - f. All driveway aprons that require potholes will be restored with alike material. The restoration limits of all concrete aprons shall include the removal for the full width and from the road edge to the first existing mechanical joint width. Concrete shall be placed at a depth of 5-inches and the mix design shall be a 6-bag mix ratio and a concrete sealer shall be applied. The concrete sealer to be utilized will be Aquanil Plus 40-A or Salt Shield distributed through ChemMasters and Specco Industries. All asphalt driveways shall be replaced for the full width and from the road edge up to two-feet beyond the pothole. Asphalt shall be placed at a depth of 3 inches and the mix design shall be a driveway mix or bituminous surface. All driveways will require a pre-pour inspection.
- 5. The Cable Provider under this buildout will be required to provide locating services through USIC Locating Services LLC for watermain and water services and street light cables as it pertains to fiber cable installations. City crews will assist in locating in areas of conflict. See protocol 7 below related to street lights.

- Permitted Hours Of Construction: No construction for which a building permit is required under this chapter shall commence before the hour of six thirty o'clock (6:30) A.M. or continue after the hour of ten o'clock (10:00) P.M. on Monday through Friday, or commence before the hour of seven thirty o'clock (7:30) A.M. or continue after the hour of ten o'clock (10:00) P.M. on Saturday or Sunday.
- 7. Street Lights The contractor shall be responsible to provide a 24 hour notice, for street light activation, to the Water Department Foreman, <u>dcable@darienil.gov</u> and the Municipal Services Superintendent, <u>kthrom@darienil.gov</u> via e-mail, and receive verification before starting work, regarding the area of boring/excavation in order to energize the street lights. In the event of a hit line or identified non-working segment of street lights, the City will determine the cause and responsibility of repair <u>STREET LIGHT REQUIREMENTS</u>
- 8. Permit Submission Permit shall be issued as a one-time permit with plans on file for the entire City buildout. A final as-built will be required upon project completion.
- 9. <u>BUILDING PERMIT APPLICATION</u> Permit to be submitted via email to <u>mbelmonte@darienil.gov</u>
- 10. <u>CONTRACTOR LICENSE APP</u> All subcontractors are required to apply for a contractor's license.
- 11. A <u>certificate of Insurance</u> will be required as per the attached form

City of Darien 1702 Plainfield, Road Darien, IL 60561

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

CITY OF DARIEN

Memorandum

DATE; May 5, 2025

Agenda

TO: City Council, Clerk, Treasurer

From: Joseph A. Marchese, Mayor

Re: Appointments to Council Committees

Please find below my recommendations for Committee Chairpersons and Committee Members for the three City Council Committees:

Administrative/Finance Committee

Mary Coyle Sullivan - Chairperson

Ted Schauer

Gerry Leganski

Police Committee - Chairperson

Joseph Kenny – Chairperson

Eric Gustafson

Ralph Stompanato

Municipal Services

Thomas Belczak – Chairperson

Ralph Stompanato

Ted Schauer

If you have any questions or would like to discuss these appointments, please feel free to contact me anytime prior to the City Council Meeting.



CITY OF DARIEN Memorandum

TO:City Council, Clerk, TreasurerFROM:Joseph A. Marchese, MayorDATE:May 2, 2025RE:Annual Staff Re-Appointments

I am bringing forward the annual staff re-appointments for the City Council's consent at the May 5, 2025 City Council Meeting. The reappointments include the following:

- Daniel Gombac, Director of Municipal Services
- Gregory Thomas, Police Chief
- Julie Saenz, Finance Director

Please feel free to contact me if you have any questions.

mg

Agenda

AGENDA MEMO City Council May 5, 2025

ISSUE STATEMENT

A motion to adopt the Intergovernmental Agreement (<u>IGA-Exhibit A</u>) between the Darien Park District and the City of Darien Police Department regarding the use of South Grove Park Pond for the Youth Fishing Tournament 2025.

BACKGROUND/HISTORY

The Darien Police Department would like to sponsor a Cops and Bobbers Fishing Tournament on June 7, 2025 from 10:00 a.m. to 1:00 p.m. to foster community relations with Darien youth and the police department. The Park District and the City believe the event will provide considerable recreational benefits for the public such as youth fishing and related recreational activities.

STAFF/COMMITTEE RECOMMENDATION

Police Staff recommends approving the plan.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the May 5, 2025 City Council agenda for formal consideration.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,

DU PAGE COUNTY, ILLINOIS, this 5th day of May, 2025.

AYES:				
NAYS:				

ABSENT:

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF SOOUTHGROVE PARK POND FOR THE YOUTH FISHING TOURNAMENT 2025 BY THE DARIEN POLICE DEPARTMENT

Approved by City Resolution No._____

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this 14 day of 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY") each individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as South Grove Park located in the CITY ("Park").

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor Youth Fishing Tournament event, to take place at the PARK DISTRICT'S South Grove Park; (the "Event"); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize South Grove Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, youth fishing at the Event and related recreational activities as agreed to between staff of each Party; and **WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on June 7 2025 from the hours of 10:00 a.m. to 1:00 p.m. (the "Event Dates").

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities, Sponsors as approved by the Park District and City Volunteers. For purposes of this Agreement:

A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for- Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not-for-Profit business entity, a 501(c)(3) or similar taxexempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not-for-Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

D. "Staff Representatives" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT, including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

2.2 Securing the parking areas for the Event will be the responsibility of CITY. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at South Grove Park. At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any-and-all supervision and security services associated with its use of the PARK in connection with the Event, including, but not limited to the supervision of Volunteers.

2.4. If necessary for the Event, the CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than June 1, 2025.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the PARK for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors,

guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.

2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the PARK.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the PARK.

2.12. CITY must provide copies of all necessary insurance certificates to the PARK DISTRICT as soon as possible, but no later than June 1, 2025. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place to the PARK DISTRICT for approval, no later than Thirty (30) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location of all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.

A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

2.15 CITY shall be responsible for any damage done to the PARK beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the PARK.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol

permits to the PARK DISTRICT by June 1, 2025.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

- D. General Insurance Provisions
- a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements of failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers, and agents from and against all claims, damages, losses, and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self-insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a

claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

(i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such ad UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0. NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any

right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: _____ Mayor

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Attest: _____ City Clerk

Date:_____

By: Ray Jablonhi President Date: 4/14/25

Attest: <u>Ac</u>

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED [TO BE PROVIDED]

Vendor	Insurance Provided	Amount

EXHIBIT "B"

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LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED [TO BE PROVIDED]

Not for Profit Entity	Insurance Provided	Amount	

GROUP EXHIBIT "C"

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LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT FORMS ATTACHED [TO BE PROVIDED]



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

Policy establishing guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor

I. Purpose

The purpose of this policy is to establish guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien. These documents are strictly honorary and do not carry any legislative or legal significance. The issuance of ceremonial documents, proclamations and supporting resolutions recognize and celebrate significant achievements, milestones, and events within the City of Darien.

II.Policy

It is the policy of the City Council to consider requests for ceremonial documents, proclamations, and supporting resolutions only when:

- 1. such issuance positively and directly impacts the Darien community, pertain to a Darien event, person, organization, or cause with local implications
- 2. such issuance proclaims certain events or causes when such proclamations pertain to a Darienevent, person, organization, or cause with direct local implications at determined by the city.
 - a. <u>Examples of acceptable recognition include, but is not limited to:</u>

- Matters of public awareness about an issue for a community organization.
- Arts, cultural or historical occasions.
- A commemoration of a specific accomplishment, time, period, or event that impactsDarien residents.
- Recognizing the diverse cultures in Darien
- Recognition of action/service above and beyond the call of duty
- Recognition of extraordinary action or achievement.
- b. <u>Examples of unacceptable recognition include, but is not limited to:</u>
 - Events or organizations with no direct relationship to or location within the corporatelimits of the City of Darien
 - Campaigns for events contrary to Darien's policy or the wellbeing of its businesses or residents
 - Political, religious or foreign issues not within the immediate responsibility or sphere of influence of the City as determined by the City.
 - Anything that may suggest an official city position on a matter under consideration by thecity

All requests for a ceremonial document, proclamation, or a supporting resolution shall be submitted to the Mayor.

Approved by Resolution No. R-57-24 on June 3, 2024