

AGENDA
Municipal Services Committee
June 24, 2024
6:00 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **Old Business**
4. **New Business**
 - a. **Resolution** – Authorizing the purchase of one new Challenger CL12A 2-post vehicle lift from Liftnow in an amount not to exceed \$14,057.48.
 - b. **Resolution** - Authorizing the Mayor to enter into a contract agreement with Morton Salt, Inc., for the purchase of rock salt in an amount not to exceed \$114,397.20.
 - c. **Resolution** - Authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City’s 2024/25 Rock Salt Agreement.
 - d. **Resolution** - Authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City’s 2024/25 Rock Salt Agreement.
 - e. **Resolution** – Accepting a proposal from Baxter and Woodman Natural Resources, LLC (BWNR) to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$19,800 annually for a period of 5 years.
 - f. **Resolution** - Accepting the proposal of a 12-month subscription including hardware unit, web application, service and support and product replacement for Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600.
 - g. **Resolution** - Authorizing Private Property Storm Water Management Assistance Projects
 - h. **Resolution** - 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.
 - i. **Resolution** – Waiving the competitive bid process and accepting a proposal from Structured Solutions LLC, for storm water manholes within the Hinsbrook Subdivision an amount not to exceed \$44,020.
 - j. **Resolution** – Authorizing to enter into a 5-year maintenance contract with Amber Mechanical Contractors for the service maintenance of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, per the annual amount schedule as follows; Year 1 \$7,720 + Contingency of \$2,020 = \$9,740.
 - k. **Ordinance** – Authorizing to amend the liquor code to expand the number of Class K liquor licenses from five (5) to six (6) for a beer and wine liquor license at Bua Thai Kitchen.
 - l. **Minutes** – **May 28, 2024** Municipal Services Committee
5. **Director’s Report**
6. **Next scheduled meeting** – Monday, July 22, 2024
7. **Adjournment**

AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the purchase of one new Challenger CL12A 2-post vehicle lift from Liftnow in an amount not to exceed \$14,057.48.

BACKGROUND/HISTORY

Staff is requesting for the replacement of the maintenance shop light duty and medium duty vehicle for the Municipal Services and Police Vehicles. The existing lift was installed in 1999, Model No AFM99A2000 and has served its useful life. The standards and regulations governing automotive lifts has evolved since 1999 and would be considered non-compliant by today’s standards. The Lift cannot be certified as is, due to the lifting cylinder is leaking. Repair was quoted at approximately \$7,000. The new lift is required for its user-friendly design, allowing seamless drive-on and lift-by-frame operations, facilitating tasks to be ergonomically optimal.

The vehicle lift will be purchased from Liftnow through the Sourcewell Purchasing Cooperative under contract #013020-LFT.

The FY24/25 Budget includes funding for the vehicle through the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	EXPENDITURE	BALANCE
01-30-4259	Small Tools & Equipment Vehicle Lift	\$ 16,000.00	\$ 14,057.48	\$ 1,942.52

STAFF RECOMMENDATION

A resolution authorizing the purchase of one new Challenger CL12A 2-post vehicle lift from Liftnow in an amount not to exceed \$14,057.48.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the July 15, 2024, City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW CHALLENGER CL12A 2-POST VEHICLE LIFT FROM LIFTNOW IN AN AMOUNT NOT TO EXCEED \$14,057.48

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of one new Challenger CL12A 2-post vehicle lift from Liftnow in an amount not to exceed \$14,057.48, 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 15th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



Estimate

www.liftnow.com
sales@liftnow.com - Fax: 914-734-7479
1-800-LIFTNOW

Date:	05/29/2024
Quote #:	SW
Sales Rep	Darien-12K
	Spencer Patino

Customer:
 City of Darien **Sourcewell Member ID: #110530**
 1041 S Frontage Rd
 Darien IL 60561
 Attn: David Fell
 630-429-1711

Qty	Description	List Price	Your Price
1	Challenger Lifts MADE IN AMERICA CL12A *Adjustable Width* Symmetric 2-post lift, 3-stage front and rear arms, mechanical lock release (164 in. height)	\$15,718.31	\$10,452.68
1	SOURCEWELL SERVICE PROGRAM - Install customer's new 12K two post lift.	\$2,949.00	\$2,949.00
1	SOURCEWELL SERVICE PROGRAM - Inspect customer's new 12K two post lift.	\$449.00	\$379.00
	SOURCEWELL SERVICE PROGRAM - QTY DISCOUNT - 2-5 TIER 2.50%		-\$83.20
1	SOURCEWELL SERVICE PROGRAM - Travel Per Contract	\$360.00	\$360.00

Special Notes and Instructions

PLEASE ADD SALES TAX. ELECTRICAL HOOK-UP, AIR HOOK-UP, REMOVAL OF EXISTING EQUIPMENT AND ANY CONCRETE WORK, IF NECESSARY, IS THE RESPONSIBILITY OF THE CUSTOMER. (UNLESS OTHERWISE SPECIFIED ABOVE). CUSTOMER IS ALSO RESPONSIBLE FOR THE PRESENCE OF ANY AND ALL SUB-SURFACE FEATURES OR CONDITIONS INCLUDING BUT NOT LIMITED TO ROCK, LEDGE, GROUND WATER, CONCRETE OF GREATER THAN 6" THICKNESS, AIR, UTILITY OR RADIANT HEATING LINES WHICH MAY REQUIRE RELOCATION OR REPAIR. REMOVAL OR DISPOSAL OF ANY CONTAMINATED SOIL, IF PRESENT, IS THE RESPONSIBILITY OF THE OWNER OF THE PROPERTY. ANY PERMITS, FILINGS OR FEES ARE THE RESPONSIBILITY OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR HAVING A FORKLIFT TO UNLOAD AND RECEIVE THE SHIPMENT. PRICES ARE GOOD FOR 30 DAYS. ADD 4% IF USING CREDIT CARD. MUST SIGN CHARGEBACK AGREEMENT AND AUTHORIZATION.



Subtotal	\$19,476.31
Discount	\$5,418.83
Freight	INCLUDED
Total	\$14,057.48

This is only an estimate. The total will be assessed at the time of purchase order and verified for any changes.

Above information is not an invoice and only an estimate of services/goods described above.

Please confirm your acceptance of this quote by signing this document.

Signature _____
 Print _____
 Date _____

AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

Approval of a [resolution](#) to execute a contract with Morton Salt, Inc., for the purchase of rock salt in an amount not to exceed \$114,397.20.

BACKGROUND/HISTORY

The rock salt is utilized by the Municipal Services Department for street de-icing operations during the snow season. The City continues to partner with the DuPage County for the purchase of rock salt. Recently, the County has approved a renewal of the current contract with Morton Salt, Inc. in the amount of \$73.90 per ton. See [Attachment A](#). The price per ton last year was \$78.31 is approximately 5.9% less than last year’s cost per ton.

As part of the joint contract, the City committed to receive up to 1,500 tons of salt. The Darien Park District and Center Cass School District #66 will be purchasing up to 40 and 8 tons respectively of rock salt not to exceed \$2,956.00 and \$591.20.

The proposed expenditure would be expended from the following account:

Account Number	Account Description	FY 24-25 Budget	Proposed Expenditure	Proposed Balance
03-60-4249	City Of Darien 2500 Tons	\$111,562.00	\$ 110,850.00	\$712
01-30-4249	Darien Park District - Reimbursable 40 Tons	N/A	\$ 2,956.00	N/A
01-30-4249	Center Cass School Dist. 66 - Reimbursable 8 Tons	N/A	\$ 591.20	N/A
TOTAL COSTS			\$ 114,397.20	\$712

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Morton Salt, Inc., for the purchase of rock salt in an amount not to exceed \$114,397.20.

ALTERNATE CONSIDERATION

Not approving the contract.

DECISION MODE

This item will be placed on the July 15, 2024 City Council agenda for formal approval.



DuPage County Division of Transportation
 Project: **Bulk Rock Salt** Sec. No: **24-0SALT-01-MS**
 Date of Letting: **May 14, 2024 2:00 P.M.**

Item No.	Items	Unit	Quantity	Engineer's Estimate		Morton Salt, Inc. Address City, State Zip		Compass Minerals Address City, State Zip	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
	GROUP 1								
	ROCK SALT	TON	15000	\$80.00	1,200,000.00	\$73.90	1,108,500.00	\$74.28	1,114,200.00
	ROCK SALT (130% to 150%)	TON	XXXX	\$80.00		\$93.90		\$79.28	
Bidder's Total Proposal for Group 1					\$1,200,000.00		\$1,108,500.00		\$1,114,200.00

	GROUP 2								
	ROCK SALT	TON	47970			\$73.90	3,544,983.00	\$74.28	3,563,211.60
	ROCK SALT, EARLY DELIVERY	TON	3800			\$73.90	280,820.00	\$74.28	282,264.00
	ROCK SALT (130% to 150%)	TON	XXXX			\$93.90		\$79.28	
Bidder's Total Proposal for Group 1							\$3,825,803.00		\$3,845,475.60



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH MORTON SALT, INC., FOR THE PURCHASE OF ROCK SALT IN AN AMOUNT NOT TO EXCEED \$114,397.20

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract agreement with Morton Salt, Inc., for the purchase of rock salt in an amount not to exceed \$114,397.20 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 15th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 15th day of July, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Local Public Agency Material Proposal or Deliver & Install Proposal

Proposal Submitted By:
 Contractor's Name
 Morton Salt, Inc.
 Contractor's Address
 444 West Lake Street, Suite 2900
 City
 Chicago
 State
 IL
 Zip Code
 60606

STATE OF ILLINOIS
 Local Public Agency
 County of DuPage
 County
 DuPage
 Section Number
 24-0SALT-01-MS
 Street Name/Road Name
 2024 Salt Purchase
 Type of Funds
 MFT and other funds

Material proposal Deliver and Install Proposal Plans

For a County and Road District Project

Submitted/Approved
 Highway Commissioner Signature & Date

Submitted/Approved
 County Engineer/Superintendent of Highways Signature & Date
William C. Edson 4/10/2024

For a Municipal Project

Submitted/Approved/Passed
 Signature & Date

 Official Title

Department of Transportation

Released for bid based on limited review
 Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number
County of DuPage	DuPage	24-0SALT-01-MS

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the DuPage County Division of Transportation
 421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187 Name of Office
until 2:00 PM on 05/14/24
Address Time Date

1. Plans and proposal forms will be available in the office of
 online at
https://www.dupagecounty.gov/government/departments/transportation/doing_business/bids_and_lettings.php

2. Prequalification
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.
4. A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.
5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 24-0SALT-01-MS".

By Order of Awarding Authority	County Engineer/Superintendent of Highways/ Municipal Clerk	Date
County of DuPage	William C. Eidson	04/05/24

Material Proposal or Deliver & Install Proposal

To
Awarding Authority
County of DuPage

Awarding Authority Address	City	State	Zip Code
421 N. County Farm Road	Wheaton	IL	60187

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/24, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
- The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

Local Public Agency	County	Section Number
County of DuPage	DuPage	24-0SALT-01-MS

- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached.

If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: County _____ Treasurer of DuPage _____.

The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____).

Discounts will be allowed for payment as follows: _____ calendar days _____ calendar days

Discounts will not be considered in determining the low bidder

Bidder

By

Title

Address

City

State

Zip Code

Local Public Agency	County	Section Number
County of DuPage	DuPage	24-0SALT-01-MS

WE, Morton Salt, Inc. of 444 W. Lake Street, Suite 2900, Chicago, IL 60606 as PRINCIPAL, and Liberty Mutual Insurance Company of 175 Berkeley Street, Boston, MA 02116 as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 7th of May, 2024
Day Month and Year

Principal

Company Name
Morton Salt, Inc.

Company Name

Signature & Date
By: Anthony T. Patton 5-9-2024
Anthony T. Patton
Title

Signature & Date
By: _____
Title

Director Bulk Deicing US Government Sales

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

Surety

Name of Surety
Liberty Mutual Insurance Company

Signature of Attorney-in-Fact Signature & Date
By: Tamara Bowser May 7, 2024
Tamara Bowser, Attorney-in-Fact

See Attached Surety Acknowledgment

STATE OF IL

COUNTY OF

I Mariola Cruz, a Notary Public in and for said county do hereby certify that

Anthony T. Patton

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 9th day of May 2024
Day Month and Year

Notary Public Signature & Date

Mariola Cruz

Date commission expires 4-14-2026

(SEAL, if required by the LPA)




STATE OF MISSOURI

COUNTY OF St. Charles

On this 7th day of May, 2024 before me, Jane M. Dew a Notary Public, residing within and for said County and State, personally appeared Tamara Bowser to me personally known to be the Attorney-In-Fact of and for Liberty Mutual Insurance Company and acknowledged that he/she executed the said instrument as the free act and deed of said Company.

In witness hereof, I have hereunto set my hand and affixed my official seal.

BY: 
Jane M. Dew, Notary Public

Jane M. Dew
Notary Public - Notary Seal
State of Missouri
St Charles County
My Commission Expires June 24, 2025
Commission #15430895



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211563- 905051

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Roxanne Avila, Lauren Blair, Tamara Bowser, Jane M. Dew, Anne M. Gileedt, Stephanie L. Klarman, DeAnna M. Maurer, Kevin E. McDaniel, Meredith McMillen, Nancy Singleton

all of the city of St. Louis state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 29th day of March, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 29th day of March, 2024 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 7th day of May, 2024.



By: Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

RETURN WITH BID



Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	24-0SALT-01-MS

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	15000	\$73.90	\$1,108,500.00
1	ROCK SALT (130% to 150%)	FOB	TON		\$93.90	
Bidder's Total Proposal for Group 1						\$1,108,500.00

2	ROCK SALT	FOB	TON	47970	\$73.90	\$3,544,983.00
2	ROCK SALT, EARLY DELIVERY	FOB	TON	3800	\$73.90	\$ 280,820.00
2	ROCK SALT (130% to 150%)	FOB	TON		\$93.90	
Bidder's Total Proposal for Group 2						\$3,825,803.00

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

Anthony T. Patton, Director Bulk Deicing US Government Sales
 Address City State Zip Code

444 West Lake Street, Suite 2900	Chicago	IL	60606
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Apprenticeship and Training Program Certification

RETURN WITH BID

Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage		24-0SALT-01-MS

All contractors are required to complete the following certification

- For this contract proposal or for all bidding groups in this deliver and install proposal.
- For the following deliver and install bidding groups in this material proposal.

The County of DuPage policy, adopted in accordance with DuPage County, Illinois County Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership.

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder

Morton Salt, Inc.

Signature	Date
Not required per addendum	

Title

Director Bulk Deicing US Government Sales

Address	City	State	Zip Code
444 West Lake Street, Suite 2900	Chicago	IL	60606



Affidavit of Illinois Business Office

Local Public Agency County of DuPage	County DuPage	Street Name/Road Name	Section Number 24-0SALT-01-MS
---	------------------	-----------------------	----------------------------------

I, Anthony T. Patton of Chicago, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

- That I am the Director Bulk Deicing of Morton Salt, Inc.
Officer or Position Bidder
- That I have personal knowledge of the facts herein stated.
- That, if selected under the proposal described above, Morton Salt, Inc., will maintain a business office in the
Bidder
 State of Illinois, which will be located in Cook County, Illinois.
County
- That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
- That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature Not required per addendum	Date
--	------

Print Name of Affiant
Anthony T. Patton, Director Bulk Deicing US
Government Sales

Notary Public

State of IL

County Cook

Signed (or subscribed or attested) before me on _____ by
(date)

Anthony T. Patton, authorized agent(s) of
(name/s of person/s)

Morton Salt, Inc.
Bidder

Signature of Notary Public

(SEAL)

My commission expires _____



Required Vendor Ethics Disclosure Statement

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

Date: 5-9-2024

Bid/Contract/PO #: 24-0SALT-01-MS

Company Name: <u>Morton Salt, Inc.</u>	Company Contact: <u>Anthony T. Patton</u>
Contact Phone: <u>855-665-4540</u>	Contact Email: <u>bids@morton.salt.com</u>

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

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

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

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

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

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

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


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

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

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature: 
 Printed Name: Anthony T. Patton
 Title: Director, Bulk Operations, US Government Sales
 Date: 5-9-2024

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

REFERENCES

All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project or three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

PROJECT	Not required per addendum
FIRM	
ADDRESS	
CONTACT	
TELEPHONE	

PROJECT	
FIRM	
ADDRESS	
CONTACT	
TELEPHONE	

PROJECT	
FIRM	
ADDRESS	
CONTACT	
TELEPHONE	

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2	Business name/disregarded entity name, if different from above. Morton Salt, Inc.		
	3a	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4	Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>		
	5	Address (number, street, and apt. or suite no.). See instructions. 444 West Lake Street, Suite 2900	Requester's name and address (optional)	
	6	City, state, and ZIP code Chicago, IL 60606		
	7	List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number	
[] [] [] - [] [] - [] [] [] []	
or	
Employer identification number	
2 7 - 3 1 4 6 1 7 4	

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Anthony T. Patton*

Date **5/9/2024**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2024/25 Rock Salt Agreement.

BACKGROUND/HISTORY

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The School District has estimated that they will require approximately 8 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$73.90 per ton for a total amount of approximately \$591.20 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

STAFF RECOMMENDATION

Staff recommends signing the Intergovernmental Agreement.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the July 15, 2024 City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND CENTER CASS SCHOOL DISTRICT #66 FOR ROCK SALT

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Center Cass School District #66 concerning the purchase of rock salt, a copy of which is attached hereto as “[Exhibit A](#),” and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Center Cass School District #66 Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 15th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 15th day of July, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
DARIEN AND CENTER CASS SCHOOL DISTRICT #66 FOR THE
PURCHASE OF ROAD SALT**

This agreement is made and entered into this ____ day of ____, 2024, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and Center Cass School District #66, an Illinois municipal corporation, (hereinafter the “School District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$591.20 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2025 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:
 - a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for District 66:

Center Cass School District #66
699 Plainfield Road
Downers Grove, Illinois
60516 Attn: Superintendent

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this ____ day of _____, 2024.

CITY OF DARIEN

BY: _____
Joseph Marchese, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

CENTER CASS SCHOOL DISTRICT #66

BY: _____
Superintendent, Center Cass School
District #66

ATTEST: _____
Secretary, School District

AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2024/25 Rock Salt Agreement.

BACKGROUND/HISTORY

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The Park District has estimated that they will require approximately 40 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$73.90 per ton for a total amount of approximately \$2,956.00 pending final quantities.

STAFF RECOMMENDATION

Staff recommends signing the Intergovernmental Agreement.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the July 15, 2024 City Council agenda for formal consideration.



MEMO
RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK DISTRICT FOR ROCK SALT

WHEREAS, under the Constitution and Statues of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District concerning the purchase of rock salt, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 15th day of July 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 15th day of July 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK
DISTRICT FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this _____ day of _____, 2024, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$2,956.00 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2025 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:
 - a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana
 - b. If intended for the Park District:

Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
Attn: Stephanie Gurgone

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this _____ day of _____, 2024.

CITY OF DARIEN

BY: _____
Joseph Marchese, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

DARIEN PARK DISTRICT

BY: _____
Stephanie Gurgone, Executive Director
Darien Park District

ATTEST: _____
Secretary, Park District

AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

Approval of a [resolution](#) accepting a proposal from Baxter and Woodman Natural Resources, LLC (BWNR) to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$19,800 annually for a period of 5 years.

BACKGROUND

As general background, the City collects storm water fees referred to as; Fee in Lieu. The fees are collected during new construction and right of way work where Best Management Practices (BMPs) would be difficult to create on a site. BMPs are structural, vegetative or managerial practices used to treat, prevent or reduce water pollution. The project is considered ongoing maintenance and stewardship to promote optimal native planting growth, visual appeal and helps to improve air quality and filter drainage. The proposal from BWNR includes the following:

Task: Invasive Species Control

This will consist of non-native and invasive species control. Methods may include treatment with an appropriate herbicide, hand pulling, cutting seedheads, or cutting and herbicide stump treating in the case of woody species. This proposal includes up to three visits per years for non-native and invasive species removal.

Task: Prescribed Burning

Baxter & Woodman Natural Resources will obtain a prescribed burn permit from the Illinois EPA, then perform burns in late fall or early spring per the included Item/Cost Table. Prior to burning, Baxter & Woodman Natural Resources will mow burn breaks where appropriate and notify adjacent residents. The burn will be led by an Illinois Certified Burn Manager and experienced/trained burn staff.

DARIEN 2025-2029 ECOLOGICAL STEWARDSHIP OPC					
ITEM	DESCRIPTION	QUANTITY			
		TOTAL	UNIT	Unit Price	Total Cost
1	ECOLOGICAL STEWARDSHIP - 2025				
1.1	Stewardship - Invasives Control	3	TRIP	\$3,200.00	\$9,600.00
1.2	Prescribed Burn	1	LUMP	\$7,700.00	\$7,700.00
2025 STEWARDSHIP SUBTOTAL					\$17,300.00
2	ECOLOGICAL STEWARDSHIP - 2026				
2.1	Stewardship - Invasives Control	3	TRIP	\$3,200.00	\$9,600.00
2026 STEWARDSHIP SUBTOTAL					\$9,600.00
3	ECOLOGICAL STEWARDSHIP - 2027				
3.1	Stewardship - Invasives Control	3	TRIP	\$3,350.00	\$10,050.00
2027 STEWARDSHIP SUBTOTAL					\$10,050.00
4	ECOLOGICAL STEWARDSHIP - 2028				
4.1	Stewardship - Invasives Control	3	TRIP	\$3,350.00	\$10,050.00
4.2	Prescribed Burn	1	LUMP	\$8,000.00	\$8,000.00
2028 STEWARDSHIP SUBTOTAL					\$18,050.00
5	ECOLOGICAL STEWARDSHIP - 2029				
5.1	Stewardship - Invasives Control	3	TRIP	\$3,500.00	\$10,500.00
2029 STEWARDSHIP SUBTOTAL					\$10,500.00
TOTAL					\$65,500.00

The maintenance period for this proposal is 5-years and will be followed by an annual report. The City maintains adequate funds on file that may only be used for water quality projects such as the proposed. Staff is requesting a contingency of \$2500 annually for over seeding and any additional maintenance items not covered under the scope of the proposal.

The funding for the project is inclusive of the FY24-25 Budget.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24-25 BUDGET	PROPOSED ANNUAL EXPENDITURE	5-YEAR EXPENDITURE	BALANCE FOR TERM OF PROPOSAL
07-85-4379	Storm Water Fee In Lieu of CBMP	\$40,000	\$17,300	\$86,500	*(\$46,500)
	Contingency -over seeding-		\$2,500	\$12,500	*(\$12,500)
TOTALS			\$19,800	\$99,000	*(\$59,000)

***Pending future development, regarding Cash In Lieu deposits, funding for the Maintenance of the Native Planting Area will be budgeted accordingly in the FY2027/28 Budget.**

STAFF RECOMMENDATION

Staff recommends approval of a resolution accepting a proposal from Baxter and Woodman Natural Resources, LLC (BWNR) to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place, in an amount not to exceed \$19,800 annually for a period of 5 years.

ALTERNATE CONSIDERATION

As recommended by the Municipal Services Committee.

DECISION MODE

This item will be placed on the July 15, 2024, City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM BAXTER AND WOODMAN NATURAL RESOURCES, LLC (BWRN) TO PERFORM FIVE YEARS (2025-2029) OF STEWARDSHIP (MAINTENANCE) ON THREE ACRES OF RESTORED NATIVE PRAIRIE LOCATED AT ELM STREET AND ELEANOR PLACE IN AN AMOUNT NOT TO EXCEED \$19,800 ANNUALLY FOR A PERIOD OF 5 YEARS

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

SECTION 1: The City Council of the City of Darien, hereby accepts a proposal from Baxter and Woodman Natural Resources, LLC (BWRN) to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$19,800 annually for a period of 5 years, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



June 5, 2024

Mr. Dan Gombac
Director of Municipal Services
City of Darien
1040 S. Frontage Road
Darien, IL 60561

Subject: Darien 2025-2029 Prairie Stewardship

Dear Mr. Gombac:

Baxter & Woodman Natural Resources, LLC is pleased to provide this proposal to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place. As instructed by you, these prices have been determined using prevailing wage. A detailed summary of our proposed scope of services and fees is as follows.

SCOPE OF SERVICES

Task: Invasive Species Control

This will consist of non-native and invasive species control. Methods may include treatment with an appropriate herbicide, hand pulling, cutting seedheads, or cutting and herbicide stump treating in the case of woody species. This proposal includes up to three visits per years for non-native and invasive species removal.

Task: Prescribed Burning

Baxter & Woodman Natural Resources will obtain a prescribed burn permit from the Illinois EPA, then perform burns in late fall or early spring per the included Item/Cost Table. Prior to burning, Baxter & Woodman Natural Resources will mow burn breaks where appropriate and notify adjacent residents. The burn will be led by an Illinois Certified Burn Manager and experienced/trained burn staff.

Mr. Daniel Gombac
Darien, IL

June 5, 2024
2401038.00 • Page 1

DARIEN NATIVE CONVERSION SITE





8678 Ridgefield Road, Crystal Lake, Illinois 60012
 www.baxterwoodman.com

DARIEN 2025-2029 ECOLOGICAL STEWARDSHIP OPC

ITEM	DESCRIPTION	QUANTITY			Total Cost
		TOTAL	UNIT	Unit Price	
1	ECOLOGICAL STEWARDSHIP - 2025				
1.1	Stewardship - Invasives Control	3	TRIP	\$3,200.00	\$9,600.00
1.2	Prescribed Burn	1	LUMP	\$7,700.00	\$7,700.00
2025 STEWARDSHIP SUBTOTAL					\$17,300.00
2	ECOLOGICAL STEWARDSHIP - 2026				
2.1	Stewardship - Invasives Control	3	TRIP	\$3,200.00	\$9,600.00
2026 STEWARDSHIP SUBTOTAL					\$9,600.00
3	ECOLOGICAL STEWARDSHIP - 2027				
3.1	Stewardship - Invasives Control	3	TRIP	\$3,350.00	\$10,050.00
2027 STEWARDSHIP SUBTOTAL					\$10,050.00
4	ECOLOGICAL STEWARDSHIP - 2028				
4.1	Stewardship - Invasives Control	3	TRIP	\$3,350.00	\$10,050.00
4.2	Prescribed Burn	1	LUMP	\$8,000.00	\$8,000.00
2028 STEWARDSHIP SUBTOTAL					\$18,050.00
5	ECOLOGICAL STEWARDSHIP - 2029				
5.1	Stewardship - Invasives Control	3	TRIP	\$3,500.00	\$10,500.00
2029 STEWARDSHIP SUBTOTAL					\$10,500.00
TOTAL					\$65,500.00

The Owner shall pay Baxter & Woodman for the services performed or furnished a lump sum amount of \$65,500.00. This proposal is good for 30 days after the proposal date.



8678 Ridgefield Road, Crystal Lake, Illinois 60012
www.baxterwoodman.com

Thank you for the opportunity to submit our Proposal for this project. The attached Standard Terms & Conditions apply to this proposal. Upon your written authorization to proceed, we will begin work on or after January 1, 2025, and will continue through December 31, 2029. Please contact Lane Linnenkohl at 815-529-3107 or llinnenkohl@baxterwoodman.com if you should have any questions or need additional information.

Sincerely,

BAXTER & WOODMAN NATURAL RESOURCES, LLC

Dennis Dabros, PE
Vice President
Attachment

Coilin P. McConnell, CWS, DECI
Natural Resources Manager

CITY OF DARIEN, IL

ACCEPTED BY: _____

TITLE: _____

DATE: _____

\\corp.baxwood.com\project\Azure\DARNC\2401038-Darien Prairie Conve\Contracts\Work\2401038_Proposal_2025-2029_Darien Native Conversion_Stewardship.docx

STANDARD TERMS AND CONDITIONS

PLEASE READ THESE STANDARD TERMS AND CONDITIONS (“TERMS”) CAREFULLY BEFORE EXECUTING THE LETTER PROPOSAL PRESENTED BY BAXTER & WOODMAN NATURAL RESOURCES, LLC (“BWNR”). BY EXECUTING THE LETTER PROPOSAL, OWNER AGREES TO BE BOUND BY THESE TERMS, THE PROVISIONS OF THE LETTER PROPOSAL, AND THE PROVISIONS OF ANY DOCUMENT REFERRING TO THESE TERMS OR THE LETTER PROPOSAL, ALL OF WHICH SHALL COLLECTIVELY CONSTITUTE THE “AGREEMENT”.

Owner’s Responsibility – Provide BWNR with all criteria and full information for the “Project”, which is generally otherwise identified in the Letter Proposal. BWNR will rely, without liability, on the accuracy and completeness of all information provided by the Owner including its consultants, contractors, specialty contractors, subcontractors, manufacturers, suppliers and publishers of technical standards (“Owner Affiliates”) without independently verifying that information. The Owner represents and warrants that all known hazardous materials on or beneath the site have been identified to BWNR. BWNR and their consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, unidentified or undisclosed hazardous materials unless this service is set forth in the Letter Proposal.

Schedule for Rendering Services - The agreed upon services shall be completed within a reasonable amount of time. If BWNR is hindered, delayed or prevented from performing the services as a result of any act or neglect of the Owner, any Owner Affiliate, or force majeure event, BWNR’s work shall be extended and the rates and amounts of BWNR’s compensation shall be equitably adjusted in a written instrument executed by all Parties.

Invoices and Payments - The fees to perform the proposed scope of services constitutes BWNR’s estimate to perform the agreed upon scope of services. Circumstances may dictate a change in scope, and if this occurs, an equitable adjustment in compensation and time shall be agreed upon by all Parties by written agreement. No service for which added compensation will be charged will be provided without first obtaining written authorization from the Owner. BWNR invoices shall be due and owing by Owner in accordance with the terms and provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*).

Opinion of Probable Construction Costs - BWNR’s opinion of probable construction costs represents its reasonable judgment as a professional engineer. Owner acknowledges that BWNR has no control over construction costs or contractor’s methods of determining prices, or over competitive bidding, or market conditions. BWNR cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from BWNR’s opinion of probable construction costs.

Standards of Performance – (1) The standard of care for all services performed or furnished by BWNR will be the same care and skill ordinarily used by professionals practicing under similar circumstances, at the same time and in the same locality on similar projects. BWNR makes no warranties, express or implied, in connection with its services; (2) BWNR shall be responsible for the technical accuracy of its services and documents; (3) BWNR shall use reasonable care to comply with applicable laws, regulations, and Owner-mandated standards; (4) BWNR may employ such sub-consultants as BWNR deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objection by Owner; (5) BWNR is not acting as a municipal advisor as defined by the Dodd-Frank Act. BWNR shall not provide advice or have any responsibility for municipal financial products or securities.

Insurance - BWNR will maintain insurance coverage with the following limits and Certificates of Insurance will be provided to the Owner upon written request:

Worker’s Compensation	Statutory Limits	
Automobile Liability:	\$1 million combined single limit	
Commercial General Liability:	\$1 million each occurrence	\$2 million general aggregate
Excess Umbrella Liability	\$5 million each occurrence	\$5 million general aggregate
Professional Liability:	\$1 million per claim	\$2 million aggregate
Pollution Liability:	\$1 million each occurrence	\$2 million general aggregate

In no event will BWNR’s collective aggregate liability under or in connection with this Agreement or its subject matter, based on any legal or equitable theory of liability, including breach of contract, tort (including negligence), strict liability and otherwise, exceed the contract sum to be paid to BWNR’s under this Agreement. Any claim against BWNR arising out of this Agreement may be asserted by the Owner, but only against the entity and not against BWNR’s directors, officers, shareholders or employees, none of whom shall bear any liability and may not be subject to any claim.

Indemnification and Mutual Waiver – (1) To the fullest extent permitted by law, BWNR shall indemnify and hold harmless the Owner and its officers and employees from claims, costs, losses, and damages (“Losses”) caused by the Project, provided that such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent caused by any grossly negligent act or omission of BWNR; (2) To the fullest extent permitted by law, Owner shall indemnify and

hold harmless BWNR and its officers, directors, employees, agents and consultants from and against any and all Losses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project provided that any such Losses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, but only to the extent arising out of or occurring in connection with the Owner's, or Owner's officers, directors, employees, consultants, agents, or others retained by or under contract to the Owner, negligent act or omission, willful misconduct, or breach of this Agreement; (3) To the fullest extent permitted by law, Owner and BWNR waive against each other, and the other's employees, officers, directors, insurers, and consultants, any and all claims for or entitlement to special, incidental, indirect, enhanced, punitive, or consequential damages, in each case regardless of whether such party was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable, and notwithstanding the failure of any agreed or other remedy of its essential purpose; (4) In the event Losses or expenses are caused by the joint or concurrent fault of the BWNR and Owner, they shall be borne by each party in proportion to its respective fault, as determined by a mediator or court of competent jurisdiction; (5) The Owner acknowledges that BWNR is a business corporation and not a professional service corporation, and further acknowledges that the corporate entity, as the party to this contract, expressly avoids contracting for individual responsibility of its officers, directors, or employees. The Owner and BWNR agree that any claim made by either party arising out of any act of the other party, or any officer, director, or employee of the other party in the execution or performance of the Agreement, shall be made solely against the other party and not individually or jointly against such officer, director, or employees.

Termination - Either party may terminate this Agreement upon ten (10) business days' written notice to the other party in the event of failure by the other party to comply with the terms of the Agreement through no fault of the terminating party. A condition precedent to termination shall be conformance with the Dispute Resolution terms below. If this Agreement is terminated, Owner shall receive reproducible copies of drawings, developed applications and other completed documents upon written request. Owner shall be liable, and shall promptly pay BWNR, for all services and reimbursable expenses rendered through the effective date of suspension/termination of services.

Use of Documents – All BWNR documents (data, calculations, reports, Drawings, Specifications, Record Drawings and other deliverables, whether in printed form or electronic media format, provided by BWNR to Owner pursuant to this Agreement) are instruments of service and BWNR retains ownership and property interest therein (including copyright and right of reuse). Owner shall not rely on such documents unless in printed form, signed or sealed by BWNR or its consultant. Electronic format of BWNR's design documents may differ from the printed version and BWNR bears no liability for errors, omissions or discrepancies. Reuse of BWNR's design documents is prohibited and Owner shall defend and indemnify BWNR from all claims, damages, losses and expenses, including attorney's fees, consultant/expert fees, and costs arising out of or resulting from said reuse. Project documents will be kept for time periods set forth in BWNR's document retention policy after Project closeout.

Successors, Assigns, and Beneficiaries – Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or BWNR to any third party, including any lender, contractor, subcontractor, supplier, manufacturer, other individual, entity or public body, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement are for the sole and exclusive benefit of the Owner and BWNR and not for the benefit (intended, unintended, direct or indirect) of any other entity or person.

Dispute Resolution - All disputes between the Parties shall first be negotiated between executives who have authority to settle the dispute for a period of thirty (30) days. If unresolved, disputes shall be then submitted to mediation as a condition precedent to litigation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. If mediation is unsuccessful, litigation may be pursued in the federal courts of the United States or the courts of the State of Illinois, in each case located in the County of McHenry.

Miscellaneous Provisions – (1) This Agreement is to be governed by the law of the state of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois; (2) all notices must be in writing and shall be deemed effectively served upon the other party when sent by certified mail, return receipt requested; (3) all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion and/or termination for any reason; (4) any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Owner and BWNR, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that expresses the intention of the stricken provision; (5) a party's non-enforcement of any provision shall not constitute a waiver of the provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement; (6) to the fullest extent permitted by law, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of substantial completion, which is the point where the Project can be utilized for the purposes for which it was intended; (7) this Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter; (8) no amendment to or modification of this Agreement is effective unless it is in writing and signed by each party.

AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

A [resolution](#) accepting the proposal of a 12-month subscription including hardware unit, web application, service and support and product replacement for Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600.

BACKGROUND/HISTORY

The Road Weather Information Systems provides vital road temperature during the winter season. The equipment is positioned on light poles throughout the City’s 7 snow regions and allows Staff to implement the optimal anti and/or deicing products on the roadways. Pending the conditions warranted through the equipment, savings are realized on deicing products, road salt usage and staffing. The Staff had used the system this past winter and while the winter was relatively mild the information provided valuable data in preparing for the roadway treatment for an ongoing or upcoming event.

Below are additional bullet points regarding the units:

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

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

This subscription cost in the amount of \$19,600 was inadvertently left out of the 24/25 Budget and Staff is requesting approval of the reoccurring annual subscription cost. The expenditure would be charged against FY24/25 Budget following account:

Account Number	Account Description	FY24/25 Budget	Expenditure
01-30-4325	Streets-Contractual Services	\$105,865	\$19,600

STAFF RECOMMENDATION

Staff recommends approval of this resolution accepting the proposal of a 12-month subscription including hardware unit, web application, service and support and product replacement for Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the July 15, 2024 City Council agenda for formal consideration.



April 25th, 2023
City of Darien, IL

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

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

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

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

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

Frost Solutions Proprietary Hardware

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

Frost Solutions Pricing

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

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

Sincerely,

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



RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE PROPOSAL OF A 12-MONTH SUBSCRIPTION INCLUDING HARDWARE UNIT, WEB APPLICATION, SERVICE AND SUPPORT AND PRODUCT REPLACEMENT FOR MINI-ROAD WEATHER INFORMATION SYSTEMS SENSORS FROM FROST SOLUTIONS, LLC, IN AN AMOUNT NOT TO EXCEED \$19,600

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

SECTION 1: The City Council of the City of Darien hereby accepts the proposal of a 12-month subscription including hardware unit, web application, service and support and product replacement for Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600, a copy of which is attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



ORDER FORM
FROST SOLUTIONS, LLC & City of Darien, IL
PROPOSAL DATE: 6/3/2024

Frost Solutions Mini RWIS

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

Hardware

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

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

Application Services

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

Description	Quantity	Item Cost	Total
Mini RWIS Annual Subscription – 7/1/24-6/30/25	7	\$2,800	\$19,600
		Total	\$19,600.00
<p>*Total price is in addition to any applicable sales tax. Eligible to extend term of agreement or add additional units by January 15, 2025 to avoid annual price increase. Year to year contracts are subject to a 3-5% annual price increase.</p>			

Terms & Conditions

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

Payments/Refunds/Cancellation

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

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

Effective Date	Term	Renewal Date	Payment Terms
	1 Year	7/1/25	Due per dates listed below

Date Due	Amount	Primary Contact	Kris Throm
7/1/24	\$19,600	Email	kthrom@darienil.gov
		Phone #	
		Billing Contact	
		Address	
Shipment Information (Only Required If Adding Additional Units)			
		Email	
		Phone #	
		Purchase Order #	

FROST SOLUTIONS, LLC	City of Darien, IL
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<hr/> Owner Date: _____	<hr/> Printed Name Title Date: _____
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AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the following 1-6, Private Property Storm Water Management Assistance Projects and the Farmingdale Drive Public Works Storm Sewer Project in an amount not to exceed \$183,764 for the following:

1. **Project FYE25-01** – 67th St. – Charleston Dr. – Trenton Ln. in an amount not to exceed \$12,988, (City Cost \$6,113 Resident Reimbursement \$6,875) PENDING FINAL PARTICPATION
2. **Project FYE25-02** – Farmingdale Dr. in an amount not to exceed \$101,918, (City Cost \$92,435 Resident Reimbursement \$9,483)
3. **Project FYE25-03** – Seminole Dr. & Tamarack Dr. in an amount not to exceed \$22,288, (City Cost \$11,693 Resident Reimbursement \$10,595)
4. **Project FYE25-04** – Hudson St. in an amount not to exceed \$15,575, (City Cost \$10,931 Resident Reimbursement \$4,644)
5. **Project FYE25-05** – Cherokee Dr. & Hickory Ln. in an amount not to exceed \$15,903 (City Cost \$11,177 Resident Reimbursement \$4,726)
6. **Project FYE25-06** – Darien Club Dr. in an amount not to exceed \$11,584, (City Cost \$7,938 Resident Reimbursement \$3,646)
7. **Contingency** for Add on Drainage Assistance Projects as Identified

For further cost breakdowns, see attached spreadsheet labeled as [Attachment A](#). (Please note the amounts above have been rounded to the nearest dollar.)

BACKGROUND

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

Due to the short season and lack of inventory, Staff has further programmed a contingency in the amount of approximately \$43,477, City's portion, for any additional projects that may be requested by residents for the remaining year. The projects are typically completed between May and

November. The total year-end inventory will be reviewed and proofed by the City Accountant.

The scope of the projects consist of the following work:

- City Staff Field Layout
- City Staff Limited Infrastructure Installation and Restoration
- Purchase of Infrastructure Materials through City Council Awarded Vendors
- Outsource of Installation of Infrastructure and Restoration through City Council Awarded Vendors

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
01-30-4374	DRAINAGE ASSISTANCE PROJECTS CITY PORTION	\$94,491	\$47,853	\$46,638
01-30-4374	DRAINAGE ASSISTANCE PROJECTS CONTINGENCY		\$43,477	-\$0-
25-35-4376	STORM WATER /DITCH PROJECTS FARMINGDALE DRIVE STORM SEWER	\$93,519	\$92,435	\$1,084
TOTALS		\$188,010	\$183,765	\$4,245

Note: The current level of the Resident participation cost is approximately \$38,308 and is subject to final participation levels and cost share ratio per the Rear Yard Drainage cost share policy.

STAFF RECOMMENDATION

Approval of a resolution authorizing the following 1-6, Private Property Storm Water Management Assistance Projects and the Farmingdale Drive Public Works Storm Sewer Project in an amount not to exceed \$183,764.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the July 15, 2024, City Council for formal approval.

<u>Project/Name</u>	<u>Street Addresses</u>	<u>Project Cost- Estimate</u>	<u>City Contribution Estimate</u>	<u>Resident Reimbursement Estimate</u>	<u>*EASEMENT REQUIRED NON PARTICIPATING FUNDING</u>	<u>Total Resident Reimbursement Estimate</u>
FYE25-01	67th St - Charleston Dr - Trenton Ln	\$ 12,988.29	\$ 6,112.97	\$ 6,875.32	\$ -	\$ 6,875.32
FYE25-02	Farmingdale Dr	\$ 101,918.00	\$ 92,435.00	\$ 9,483.00	\$ -	\$ 9,483.00
FYE25-03	Seminole Dr - Tamarack Dr	\$ 22,288.17	\$ 11,692.89	\$ 10,595.28	\$ -	\$ 10,595.28
FYE25-04	Hudson St	\$ 15,575.19	\$ 10,931.39	\$ 4,643.80	\$ 750.00	\$ 5,393.80
FYE25-05	Cherokee Dr - Hickory Ln	\$ 15,902.74	\$ 11,177.06	\$ 4,725.68		\$ 4,725.68
FYE25-06	Darien Club Dr	\$ 11,584.36	\$ 7,938.28	\$ 3,646.08	\$ 750.00	\$ 4,396.08
FYE25-06	CONTINGENCY ADD ON REAR YARD PROJECTS AS IDENTIFIED	\$ 43,477.00	\$ 43,477.00	TBD	TBD	TBD
	TOTALS	\$ 223,733.75	\$ 183,764.59	\$ 39,969.16	\$ 1,500.00	\$ 41,469.16
CITY COST AND RESIDENT COST-MATH CHECK			\$ 223,733.75			

<u>ACCOUNT NUMBER</u>	<u>ACCOUNT DESCRIPTION</u>	<u>FY 24/25 BUDGET</u>	<u>PROPOSED EXPENDITURE</u>	<u>ACCOUNT BALANCE</u>	
01-30-4374	DRAINAGE ASSISTANCE PROJECTS CITY PORTION	\$94,491	\$47,853	\$46,638	
01-30-4374	DRAINAGE ASSISTANCE PROJECTS CONTINGENCY		\$43,477	-\$0-	
25-35-4376	STORM WATER /DITCH PROJECTS FARMINGDALE DR STORM SEWER	\$93,519	\$92,435	\$1,084	MATH CHECK
TOTALS		\$188,010	\$183,765	\$4,245	\$4,245

RESOLUTION NO. _____

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

1. **PROJECT FYE25-01 – 67TH ST. – CHARLESTON DR. – TRENTON LN. IN AN AMOUNT NOT TO EXCEED \$12,988, (CITY COST \$6,113 RESIDENT REIMBURSEMENT \$6,875) PENDING FINAL PARTICPATION**
2. **PROJECT FYE25-02 – FARMINGDALE DR. IN AN AMOUNT NOT TO EXCEED \$101,918, (CITY COST \$92,435 RESIDENT REIMBURSEMENT \$9,483)**
3. **PROJECT FYE25-03 – SEMINOLE DR. & TAMARACK DR. IN AN AMOUNT NOT TO EXCEED \$22,288, (CITY COST \$11,693 RESIDENT REIMBURSEMENT \$10,595)**
4. **PROJECT FYE25-04 – HUDSON ST. IN AN AMOUNT NOT TO EXCEED \$15,575, (CITY COST \$10,931 RESIDENT REIMBURSEMENT \$4,644)**
5. **PROJECT FYE25-05 – CHEROKEE DR. & HICKORY LN. IN AN AMOUNT NOT TO EXCEED \$15,903 (CITY COST \$11,177 RESIDENT REIMBURSEMENT \$4,726)**
6. **PROJECT FYE25-06 – DARIEN CLUB DR. IN AN AMOUNT NOT TO EXCEED \$11,584, (CITY COST \$7,938 RESIDENT REIMBURSEMENT \$3,646)**
7. **CONTINGENCY FOR ADD ON DRAINAGE ASSISTANCE PROJECTS AS IDENTIFIED**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to approve the Private Property Storm Water Management Assistance Projects: 1. Project FYE25-01 – 67th St. – Charleston Dr. – Trenton Ln. in an amount not to exceed \$12,988, (City Cost \$6,113 Resident Reimbursement \$6,875) PENDING FINAL PARTICPATION, 2. Project FYE25-02 – Farmingdale Dr. in an amount not to exceed \$101,918, (City Cost \$92,435 Resident Reimbursement \$9,483), 3. Project FYE25-03 – Seminole Dr. & Tamarack Dr. in an amount not to exceed \$22,288, (City Cost \$11,693 Resident Reimbursement \$10,595), 4. Project FYE25-04 – Hudson St. in an amount not to exceed \$15,575, (City Cost \$10,931 Resident Reimbursement \$4,644), 5. Project FYE25-05 – Cherokee Dr. & Hickory Ln. in an amount not to exceed \$15,903 (City Cost \$11,177 Resident Reimbursement \$4,726), 6. Project FYE25-06 – Darien Club Dr. in an amount not to exceed \$11,584, (City Cost \$7,938 Resident Reimbursement \$3,646), 7. Contingency for Add on Drainage Assistance Projects as Identified.

RESOLUTION NO. _____

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 15th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

A [resolution](#) 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.

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 Nantucket Drive; 1 northbound 1 southbound, north of 79th Street.

The FY24-25 Budget allocated funds for the purchase of two speed radar signs to be implemented on Nantucket Drive. The equipment would be purchased through the Sourcewell Purchasing Cooperative, under Contract No 090122-ATS. The proposed expenditure would be expended from the following FY24/25 Budget line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24/25 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4257	SUPPLIES-OTHER	\$ 11,000.00	\$ 11,000.00	\$ 0

STAFF RECOMMENDATION

Staff recommends approval of the resolution 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 Committee.

DECISION MODE

This item will be placed on the July 15, 2024 City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION 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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the 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, 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 15th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



Mail Purchase Orders to:

3100 Research Dr.
State College, PA
16801

All Traffic Solutions Inc.
PO Box 221410
Chantilly, VA 20153
Phone: 814-237-9005
Fax: 814-237-9006
DUNS #: 001225114
Tax ID: 25-1887906
CAGE Code: 34FQ5

QUOTE Q-84900

DATE: 06/18/2024

PAGE NO: 1

Questions contact:
MANUFACTURER:
All Traffic Solutions

Owen Lauerman
(571) 549-3766
X
olauerman@alltrafficsolutions.com

Independent Sales Rep:

BILL TO:

City of Darien
1710 Plainfield Road
Darien, IL 60561

SHIP TO:

City of Darien
1710 Plainfield Road
Darien, IL 60561
Attn: John Carr

Billing Contact:

PAYMENT TERMS:
Net 30

CUSTOMER: City of Darien

CONTACT:(630) 514-1531

ITEM NO:	DESCRIPTION:	QTY:	EACH:	EXT. PRICE:
4000741	SpeedAlert 18 Radar Message Sign (RMS); base unit w/ mounting bracket	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 control from supported Bluetooth enabled devices (purchased separately)	2	\$420.24	\$840.48
4000519	Traffic Data Collection; stores vehicle statistics locally for later analysis	2	\$525.30	\$1,050.60
4001820	Integrated Solar pole mount battery kit (iA/SA18) 33Ah batt, LFP charger & solar controller	2	\$1,029.18	\$2,058.36
4000701	Solar panel, 90W; includes bracket for pole and harness	2	\$827.22	\$1,654.44
4000641	Shipping and Handling Common Carrier	1	\$400.00	\$400.00
4001190	Discount - New Purchase	1	(\$2,788.52)	(\$2,788.52)

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
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

A [resolution](#) waiving the competitive bid process and accepting a proposal from Structured Solutions LLC, for storm water manholes within the Hinsbrook Subdivision in an amount not to exceed \$44,020.

BACKGROUND

As part of the City's storm water infrastructure inspection and maintenance program, Staff has identified forty-five (45) storm water manholes that require structural repairs, see attached locations, labeled as [Attachment A](#). The identified structures are constructed of concrete block/brick and mortar joints. The concrete blocks/bricks are partially cracked and the mortar between the blocks is deteriorating, thus causing groundwater to leach through the various deteriorations. The deterioration, if left unattended, will eventually cause the structure and roadway to collapse. Standards for the industry today call for solid concrete structures.

While the integrity of the existing structures is sound, staff reviewed nondestructive alternatives to rehabilitate the structures. The goal of the maintenance is to restore structural integrity and eliminate infiltration within the structures. The scope of work includes preparing the manhole and applying a geopolymer sealer. The product is designed to last with the life of the existing structure in place.

Staff identified that the Village of Bartlett and Roselle awarded a Manhole Rehabilitation contract for sanitary manholes in 2022 to Structured Solutions LLC. The contract called out for two additional extensions for 2023 and 2024 and were extended. Subsequently in 2024, the Village of Lombard also participated with the 2024 joint coop contract. While the contract calls out for sanitary rehabilitation structures, the City's scope of work calls for storm rehabilitation structures and Staff concluded that the work, scope and product specifications of these types of project are similar in nature.

Structured Solutions LLC has agreed to extend the unit pricing to the City of Darien for the Storm Manhole Rehabilitation project. The extended pricing is a 2nd year extension and attached and labeled as [Exhibit A](#), 2024 Schedule of Prices, as part of a joint municipal cooperative; 2022 Sanitary Manhole Rehabilitation Contract with the Villages of Bartlett and Roselle and Lombard. The Contract was approved by the Village of Bartlett on May 3, 2022.

Below is the 2024 program summary:

STORM MANHOLE REHABILITATION SCHEDULE			
VENDOR-STRUCTURED SOLUTIONS LLC			
QUANTITY	UNITS	UNIT COST	TOTAL COST
190	VERTICAL FEET(VF)	\$ 231.68	\$ 44,019.20

The funding for the Storm Manhole Rehabilitation project would be expended from the following account and is targeted to be approximately *\$4,020 over budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4376	Capital - Storm Water Projects Brick Manhole Rehabilitation	\$40,000	\$44,020	*-\$4,020

*The Capital Budget has adequate funds to cover the shortfall.

STAFF RECOMMENDATION

A resolution waiving the competitive bid process and accepting a proposal from Structured Solutions LLC, for storm water manholes within the Hinsbrook Subdivision an amount not to exceed \$44,020.

ALTERNATE CONSIDERATION

As directed by Municipal Services Committee

DECISION MODE

This item will be placed on the July 15, 2024 City Council agenda for formal consideration.

Adress	Diameter Basin	Pipe Size	Vertical Feet	Brick	Precast
7402 Darien Ln	36"	10"-10"	4.2		2-4 o'clock
7402 Darein Ln - Road	48"	10"-12"	3.9	12-7 o'clock	
7330 Darien Ln - Road	48"	12"-36"-36"	6	12-3-6 o'clock	
7323 Darien Ln - Road	58"	12"-36"-36"	5	9-3-6 o'clock	
1114 Timber ln	24"	12"	4	3 o'clock	
930 Cherokee Dr	39"	10"-12"	4	9-3 o'clock	
1001 Cherokee Dr	24"	6"-10"	2	9-3 o'clock	
925 Hickory Ln	36"	12"-15"	4	9-3 o'clock	
7330 Bunker Dr	36"	15"-15"	5	9-3 o'clock	
821 Belair Dr	36"	15"-15"	4	9-2 o'clock	
Beechnut SE corner Hinsbrook	48"	18"-18"-10"	4.5	12-9-3 o'clock	
7022 Beechnut ln	36"	18"-18"	3.2	9-2 o'clock	
7022 Beechnut ln -in road	36"	18"-18"-10"-10"	4	10-12-2-4 o'clock	
7034 Beechnut ln -corner	24"	10"	3	2 o'clock	
7102 Beechnut ln - corner	24"	10"	3.5	11 o'clock	
7114 Beechnut Ln - in road	48"	15"-15"-15"	4.5	12-3-6 o'clock	
7129 Beechnut Ln	48"	30-24-18-12"	4	12-3-6-9 o'clock	
825 Tamarack Dr	36"	12"-12"	5	9-12 o'clock	
822 Tamarack Dr	36"	12"-12"	5	9-3 o'clock	
1109 Ironwood - across from	24"	12"	3	3 o'clock	
922 Ironwood	24"	10"	3	12-3 o'clock	
922 Ironwood - in road	48"	10-12-12"	5	12-2-4 o'clock	
6910 Sierra - ln road	48"	12-12"	5	12-6 o'clock	
7002 Sierra - ln road	48"	10-12-15-15"	6	12-1-6-9 o'clock	
7022 Sierra - in road	48"	12-15-18"	6	12-2-6 o'clock	
929 69th - on wilmette	36"	12-12"	3	12-6 o'clock	
930 69th - on corner	36"	10-12-12"	3	12-5-7 o'clock	
1002 69th - on corner	24"	12"	3	3 o'clock	
809 69th - on sierra	48"	12-12"	5	12-3 o'clock	
418 70th - corner	48"	12-18-18"	3	1-4-7 o'clock	
417 70th - in road cds	36 "	17"ELP -12"	5	3-6-9 O'clock	
502 70th st - corner	36"	12-18--18"	3	12-3-9 o'clock	
516 70th - corner	48"	10-18-20"	4	12-3-7 o'clock	
526 70th - corner	48"	20-20"	4	3-9 o'clock	
538 70th st - corner	48"	12-18-18"	4	12-3-9 o'clock	
622 Maple Ln- Corner	24"	12"	4	3 o'clock	
613 Maple Ln	48"	12-12"	3	3-9 o'clock	
526 Maple Ln	48"	12-12"	3.6	3-9 o'clock	
414 Maple Ln	48"	12-12"	5	3-9 o'clock	
402 Maple LN - in intersection	48"	15-24-24	3.4	12-4-8 o'clock	
71st and Beechnut Ln - corner	48"	10-10-10-15"	5	12-3-6-9 o'clock	
817 71st st	36"	10-10"	3	3-9 o'clock	
626 71st St	48"	12"	4	12-5-8 o'clock	
602 71st St	36"	15-15-15"	3.4	12-5-7 o'clock	
7122 Richmond Ave - Corner	36"	12-12"	6	3-9 o'clock	
Wilmette and Hinswood - Center	48"	10-10-10-12-15 "	5	12-2-4-7-10 o'clock	
			VF	UNIT VF PRICE	ESTIMATE
			189.2	\$231.68	\$43,833.86 Geokrete
	ROUND UP		190	\$231.68	\$44,019.20



RESOLUTION NO. _____

A RESOLUTION WAIVING THE COMPETITIVE BID PROCESS AND ACCEPTING A PROPOSAL FROM STRUCTURED SOLUTIONS LLC, FOR STORM WATER MANHOLES WITHIN THE HINSBROOK SUBDIVISION IN AN AMOUNT NOT TO EXCEED \$44,020

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

SECTION 1: The City Council hereby waives the competitive bid process and accepts a proposal from Structured Solutions LLC, for storm water manholes within the Hinsbrook subdivision in an amount not to exceed \$44,020, 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 15th day of July 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



STRUCTURED
SOLUTIONS, LLC

Enclosed is the Official Bid for:

Sanitary MH Rehabilitation Project

**For the villages of:
Bartlett and Roselle**

Submitted By:

Structured Solutions, LLC
814 W. Pearl St.
Union City, IN 47390

Please Direct Questions to:

Jon Moore
317-697-2024
jmoore@structuredsolutions.us



VILLAGE OF BARTLETT
Sanitary Manhole Rehabilitation Project
ADDENDUM No. 1
RETURN WITH BID


Issued: 3/31/2022

Item 1:

The Awarded Contractor must include certification and license in using Geokrete Geopolymer Lining?

As stated in the specifications, that only Geokrete Geopolymer Lining must be used. This addendum must be included in the bid, otherwise bid is not going to be accepted

Provide a signed copy of the addendum with the bid proposal on the day of the bid opening.

Contractor: Structured Solutions LLC
Contact Person _____
(Print): Ben Price
Date: 3/31/2022
Signature:  _____



SCHEDULE OF PRICES
Village of Lombard

A. UNIT PRICE CONTRACT

For providing, performing, and completing all Work, the sum of the products resulting from multiplying the number of acceptable units of Unit Price Items listed below incorporated in the Work by the Unit Price set forth below for such Unit Price Item:

We hereby agree to furnish to the Villages of Lombard all items required to complete the Sanitary Manhole Rehabilitation per provisions, instructions, and specifications of the Village of Bartlett/Village of Roselle/Village of Lombard for the prices as follows:

Base Bid Year 3 <i>2024 EXT 2 LAST YEAR 2</i>					
Bid Item No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
1	Geopolymer Manhole Sealing	VF	141	\$231.68	\$30,581.76
4	Repair Bench/Channel	EA	32	\$756.76	\$21,946.04
6	Grout & Wipe Joints	EA	15	\$797.51	\$10,367.63

Total Contract Amount = \$62,895.43

Alternated Bid Year 3

2024

No.	Description	Unit	Approximate Quantity	Unit Price	Total Price
1	Manhole Numbers/ Geopolymer Manhole Sealing	VF	TBD	\$231.68	\$210,369.03
2	Root Treatment	EA	N/A	\$407.48	\$814.97
3	New Rings/Reset Frame	EA	N/A	\$2,270.27	\$20,432.34
4	Repair Bench/Trough	EA	N/A	\$756.76	\$2,270.27
5	External Chimney Seal	EA	N/A	\$1,397.09	\$16,765.07
6	Grout and Wipe Joints	EA	N/A	\$797.51	\$3,987.53
7	Curtain Grout	EA	N/A	\$1,746.36	\$17,463.62
8	Post Rehab Vacuum Testing	EA	N/A	\$989.60	\$3,958.42
TOTAL BASE BID:				\$276,061.33	

two hundred seventy six thousand sixty one
(In Writing)

Dollars and thirty three Cents

276061
(In Figures)

Dollars and 33 Cents

- (2) For providing, performing, and completing all Work related to the rehabilitation of approximately 98 sanitary manhole structures including patching, grouting, geopolymer wall coating, and related work as further described in the contract documents.

B. BASIS FOR DETERMINING PRICES

It is expressly understood and agreed that:

Any and all exceptions to these specifications MUST be clearly and completely indicated on the bid sheet. Attach additional pages if necessary. **NOTE TO BIDDERS:** Please be advised that any exceptions to these specifications may cause your bid to be disqualified. Submit bids by **SEALED BID ONLY**. Fax and e-mail bids are not acceptable and will not be considered.

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

Authorized Signature:  Company Name: Structured Solutions, LLC

Printed Name: Benjamin S. Price

Date: 3/31/2022

Title: Owner/President

Telephone Number: 800-518-8971

Email: bprice@structuredsolutions.us



GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Bartlett, Village of Roselle hereafter referred to as "Government Agencies", to jointly bid the sanitary and storm sewer lining and award to a primary contractor ("Contractor".)

Through this joint bid process, the Government Agencies are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders should in turn extend to the Government Agencies via lower pricing.

The Village of Bartlett is the lead agency for the bid process on behalf of the Government Agencies. Each Village and Village's manager or board of trustees/council or County Board, as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

Work performed under this RFB, shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/).

2. BID PRICE

The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices. The schedule of prices includes base bid items and additional items for which the Government Agencies are requesting supplemental unit prices. The supplemental unit prices will be utilized if a Government Agencies later determines items are needed.

Bidders shall maintain pricing for a minimum of ninety (90) days from opening date.

3. AWARD

The Contract award will be based on the Base Bid Total Costs amount proposed by the Contractor. Award shall be made to the lowest responsive and responsible bidder(s) who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

No work shall be awarded to a Bidder that is in arrears or is in default to any of the Government Agencies for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Government Agencies, or that has failed to perform satisfactorily any previous contract with, or work for, the Government Agencies.

4. TERM

The term of this Agreement shall be one (1) year from the date of award. The Village of Bartlett reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor. Unit prices (including

AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

Approval of a [resolution](#) to enter into a 5-year maintenance contract with Amber Mechanical Contractors for the service maintenance of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, per the annual amount schedule as follows;

- Year 1 - \$7,720 + Contingency of \$2,020 = \$9,740
- Year 2 - \$7,720
- Year 3 - \$7,953
- Year 4 - \$7,953
- Year 5 - \$8,190

BACKGROUND

The existing HVAC system was upgraded and replaced in 2017. The system is 7 years of age and in order to continue to keep the system running in optimal condition maintenance is a necessity. The [agreement as attached](#) consists of specified annual visits and maintenance tasks for the boiler, circulating pumps and split systems. Pending the routine tasks, additional labor and material costs may be incurred due to additional repairs and emergency call outs per the unit pricing.

Quotes were requested and two (2) were obtained. Amber Mechanical Contractors provided the 2nd lowest responsive bid. While Automatic had a lower annual cost, their hourly rate was slightly more and pending additional service that typically occur through the year the overall costs would be identical if not more. Amber Mechanical has provided responsive service and maintenance to the City over the last 5 years.

VENDOR	COST	HOURLY RATES
Amber Mechanical Contractors, Inc.	\$39,536	7-4 hourly rate - \$160/hour OT hourly rates - \$240/hour Sunday/Holiday hourly rates - \$320/hour
Automatic Mechanical Services, Inc.	\$39,100	7-4 hourly rate - \$175/hour OT hourly rates - \$262/hour Sunday/Holiday hourly rates - \$350/hour

The funding for the HVAC would be expended from the below account. A contingency is further included to any additional repairs that may be required. Further contingencies for the subsequent years will be reviewed on annual basis for budget consideration.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24-25 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4223	Police Dept. HVAC Maint	\$ 9,740	\$7,720	\$2,020
01-30-4223	Maintenance Contingency		\$2,020	-0-
Totals		\$ 9,740	\$ 9,740	-0-

STAFF RECOMMENDATION

Staff recommends approval of a **resolution** to enter into a 5 year contract with Amber Mechanical Contractors for the service maintenance of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, per the annual amount schedule as follows;

Year 1 - \$7,720 + Contingency of \$2,020 = \$9,740

Year 2 - \$7,720

Year 3 - \$7,953

Year 4 - \$7,953

Year 5 - \$8,190

ALTERNATE CONSIDERATION

As directed by the Committee

DECISION MODE

This item will be placed on the July 15, 2024 City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO A 5-YEAR MAINTENANCE CONTRACT WITH AMBER MECHANICAL CONTRACTORS FOR THE SERVICE MAINTENANCE OF THE HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM AT THE DARIEN POLICE DEPARTMENT, 1710 PLAINFIELD ROAD, PER THE ANNUAL AMOUNT SCHEDULE AS FOLLOWS; YEAR 1 - \$7,720 + CONTINGENCY OF \$2,020 = \$9,740

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to enter into a 5-year maintenance contract with Amber Mechanical Contractors for the service maintenance of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, per the annual amount schedule as follows; Year 1 - \$7,720 + Contingency of \$2,020 = \$9,740, 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 15th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



Darien Police Department

Service Plan

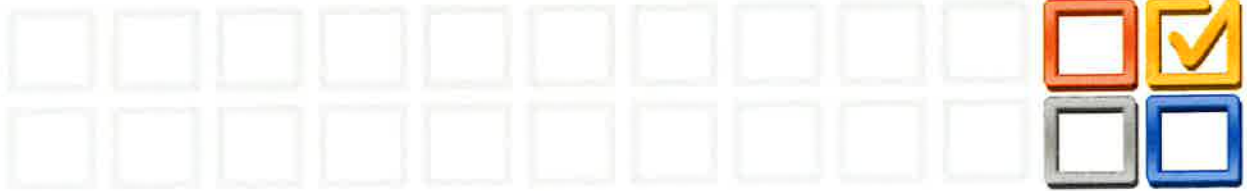
Prepared by

Robert O'Neill
Phone: (708) 597-9700 ext. 250

For
Darien Police Department

Kris Throm
(630) 514-3453
For the period 6/17/2024
thru 6/16/2025

Amber Mechanical Contractors, Inc.
11950 S. Central Avenue
Alsip, IL 60803
Phone: (708) 597-9700
Fax: (708) 371-1693



Your Amber Mechanical Service Team

Thank you for your time in meeting with Amber Mechanical Contractors, Inc. and giving us the opportunity to provide our customized HVAC Service Plan for you at Darien Police Department.

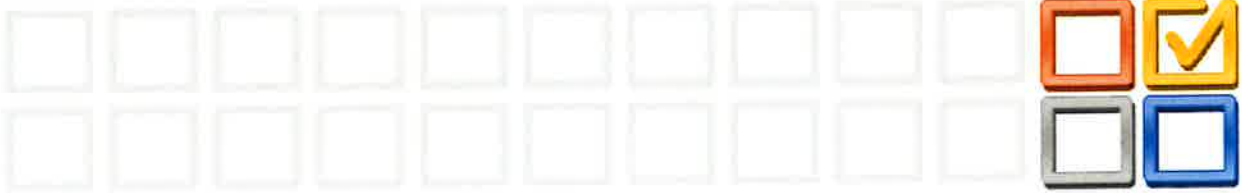
Amber Mechanical Contractors Inc. is proficient in all phases of design, coordination, fabrication, installation and commissioning of piping and mechanical HVAC systems. In addition, we are a full-service HVAC contractor with capabilities ranging from sheet metal fabrication, mechanical equipment repair and installation, automated temperature control solutions, surveillance cameras and card access systems with the ability to integrate systems to provide a customized solution.

We have assembled a specialized team to provide you with industry-leading mechanical services. Your service team will work with you to help you derive the highest value from your mechanical systems investment and assist you in reducing your energy and operating costs, while maintaining the highest levels of occupant comfort, safety and productivity.

This team will facilitate a smooth integration of our service activities into your normal business activities. The team will strive to meet your business objectives, provide effective lines of communication and continuity through the Amber Mechanical personnel who execute your service program, so that your service is delivered in a seamless, transparent manner.

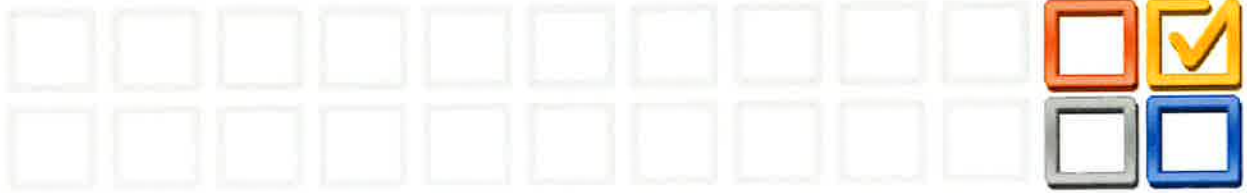
Your service team includes the following Amber Mechanical professionals:

- Robert O'Neill will be your Account Executive. His primary responsibility is to provide support and coordination for the execution of your service program. As your account executive, Robert will strive to provide you with excellent customer service. Robert O'Neill can be reached at (708) 351-0441.
- Jaime Oliva will be your primary service technician. Jaime Oliva will be performing the service and repair functions for your HVAC equipment. In the event that your primary service technician is not available, we will then assign the secondary technician.
- Jeremy Barrow is your service coordinator. Jeremy is responsible for scheduling all maintenance program services. Your service coordinator can be reached at (708) 597-9700 ext. 223 for emergency service or normal service requests.



Trusted Performance of Amber Mechanical Contractors, Inc.

- Extensive experience in the HVAC Business since 1959. Amber Mechanical is the right choice for your company because:
 - Professionally trained, nationally certified technicians
 - “Round the Clock” service, Technicians are on call 365 days a year
 - Proven cost effective tailored programs
 - Computerized Maintenance Scheduling means the right service at the right time
- Abilities extend to, but are not limited to the following:
 - Commercial and Residential System Replacements
 - Mechanical Equipment Service & Repairs
 - Temperature Control Solutions
 - Surveillance Cameras
 - Card Access
 - Custom Sheet Metal Fabrication
 - Piping Fabrication
 - Energy Management & Building Analytics
- Save you Money
 - Scheduled & Customized service programs for your business to reduce major breakdown costs
 - Budgeted Maintenance Plans to protect your investment
 - Reduced Operating costs of your mechanical systems
 - Extend lifetime of equipment
 - Increase equipment operating efficiency
- Provide you service history and information
 - Status of your equipment
 - Make, Model, & Serial Numbers (When Available)
 - Work history
- Amber Mechanical Contractors Inc. has continually achieved
 - Cost effectiveness
 - Prompt Service 7 Days a week, 24 hours a day
 - Quality Workmanship Guaranteed



24 Hour Service Contact Information

Our Service Coordinators will be happy to assist you with your comfort service needs! Our Service Coordinators will listen to your needs and schedule the call as needed to work with your schedule!

Normal Business Hours:

Monday-Friday 7:00am-4:00pm

Call (708) 597-9700

Ask for our Service Department and provide the following:

- Your Name and/or Company Name
- Your Phone Number
- What Service you are in need of

After Hours/Weekends:

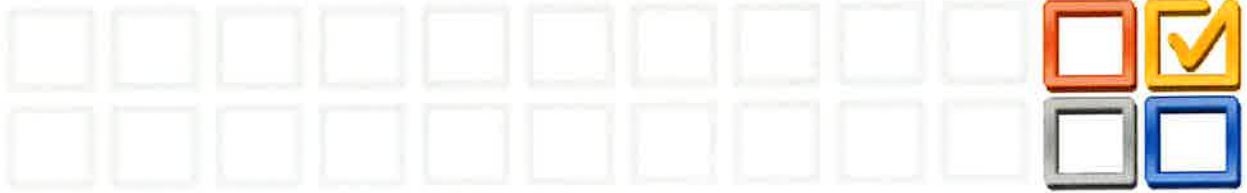
Call (708) 597-9700

Your call will be received by our live answering service.

Please provide the following

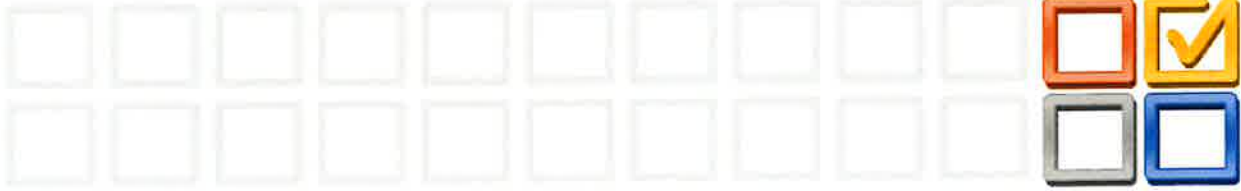
- Your Name and/or Company Name
- Your Phone Number
- What Service you are in need of

Our on duty Service Technician will be contacted and will return your call for service.



Company Contact List:

<u>Service</u>		<u>Commercial & Industrial Construction</u>	
Jeremy Barrow Service Coordinator	Ext 223	Jim Major Project Estimator	Ext 244
Robert O'Neill Account Executive	Ext 250	Joseph Snyder Specialty & Tenant Division Manager	Ext 283
Roger DeVries Account Executive	Ext 256	Bill Beukema III Project Manager	Ext 276
Nick Stanfa Service Department	Ext 236	Robert Vanucci, Jr. Sheet Metal Superintendent	Ext 243
Roy Mendez Service Manager	Ext 284	Bill Beukema, Jr. President-Construction Services	Ext 232
John Lindemulder, Jr. President -Service Operations	Ext 227	<u>Building Automation</u>	
<u>Light Commercial & Residential Sales</u>		Scott Propper Project Manager	Ext 231
Gerry O'Neill Sales Manager-Building Services	Ext 230	Zach Propper BAS Project Engineer	Ext 285



Cause & Effect of Equipment Neglect:

Condition	Cause:	Effect:
Dirty Air Filters:	Restricted evaporator coil Plugged motor passage Dirty blower vanes Loss of air flow Refrigerant flooding	Compressor Failure Bearing Failure Increased Energy Consumption Evaporator motor failure
Faulty Drive Belts:	Loss of air flow Refrigerant flooding Sheave wear	Compressor failure Pulley replacement Noise Evaporator motor failure
Dirty Motors:	Overheating windings	Motor Component Increased electrical consumption
Burnt Contact Points	"Single Phased" Components High point resistance	Premature component failure Increased electrical consumption
Refrigerant Leaks	Improper system charge Safety control cycling Loss of lubrication	Compressor failure Increased energy consumption Decrease in system capacity System freeze-up
Plugged Drains	Water build-up	Flood-over onto ceiling Leaks onto roof
Trash on Roof	Unsafe conditions Roof damage	Injuries Roof leaks Roof repairs
Missing/Loose Panels	Conditioned air lost Water infiltration	Increased energy consumption Equipment damage Rust and corrosion



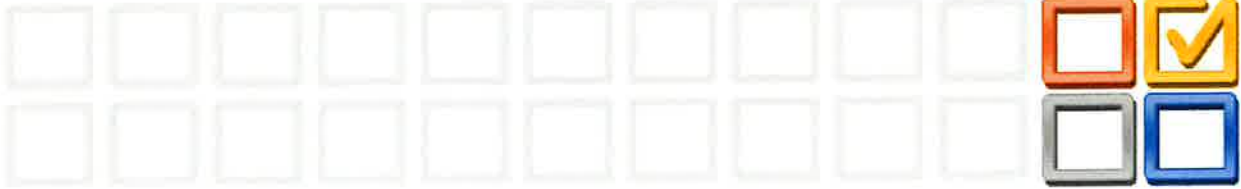
Estimates of Service Lives of Various System Components

Equipment Item	Median Years	Equipment Item	Median Years	Equipment Item	Median Years
Air conditioners		Air terminals		Air-cooled condensers	20
Window unit	10	Diffusers, grilles, and registers	27	Evaporative condensers	20
Residential single or split package	15	Induction and fan-coil units	20	Insulation	
Commercial through-the-wall	15	VAV and double-duct boxes	20	Molded	20
Water-cooled package	15	Air washers	17	Blanket	24
Heat pumps		Ductwork	30	Pumps	
Residential air-to-air	15 ^b	Dampers	20	Base-mounted	20
Commercial air-to-air	15	Fans		Pipe-mounted	10
Commercial water-to-air	19	Centrifugal	25	Sump and well	10
Roof-top air conditioners		Axial	20	Condensate	15
Single-zone	15	Propeller	15	Reciprocating engines	20
Multizone	15	Ventilating roof-mounted	20	Steam turbines	30
Boilers, hot water (steam)		Coils		Electric motors	18
Steel water-tube	24 (30)	DX, water, or steam	20	Motor starters	17
Steel fire-tube	25 (25)	Electric	15	Electric transformers	30
Cast iron	35 (30)	Heat exchangers		Controls	
Electric	15	Shell-and-tube	24	Pneumatic	20
Burners	21	Reciprocating compressors	20	Electric	16
Furnaces		Package chillers		Electronic	15
Gas-or oil-fired	18	Reciprocating	20	Valve actuators	
Unit heaters		Centrifugal	23	Hydraulic	15
Gas or electric	13	Absorption	23	Pneumatic	20
Hot water or steam	20	Cooling towers		Self-contained	10
Radiant heaters		Galvanized metal	20		
Electric	10	Wood	20		
Hot water or steam	25	Ceramic	34		

Source: Data obtained from a survey of the United States by ASHRAE Technical Committee TC 1.8 (Akalin 1978).

^a See Lovvorn and Hiller (1985) and Easton Consultants (1986) for further information.

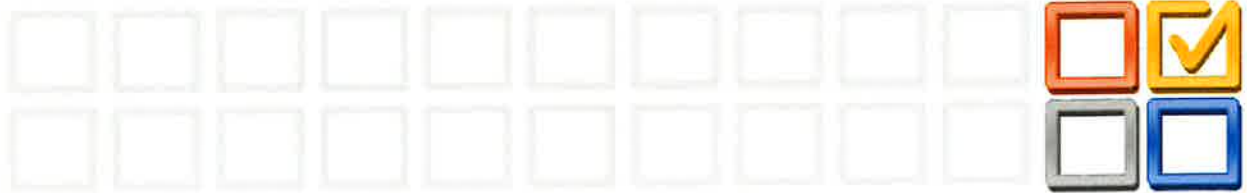
^b Data updated by TC 1.8 in 1986.



1710 Plainfield Road Darien, IL 60561

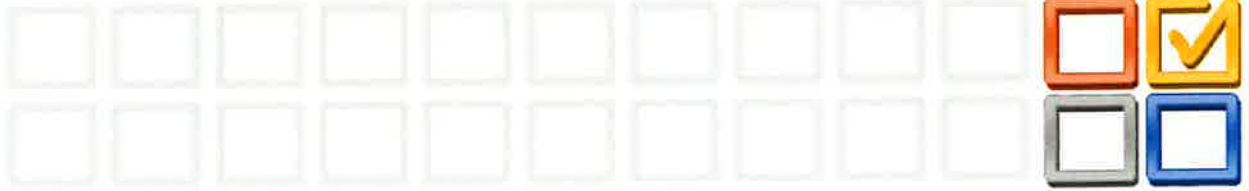
Equipment List

No.	Manufacturer	Model Number	Serial Number	Type
1	Lochinvar	KBN601M13	1726106612419	BOIL-1
2	Lochinvar	KBN601M13	1726106612419	BOIL-2
3	Taco	1400-70		
4	Taco	1400-70		
5	Carrier	38APD02554-20020	4617Q60857	COND-1
6	Carrier	38APD04054A20020	4617Q60846	COND-2
7	Carrier	39LD15KA-BX-CFF111	4617U30215	AHU-1
8	Carrier	39MN30W024ZNX23XGE	4817U32865	AHU-2



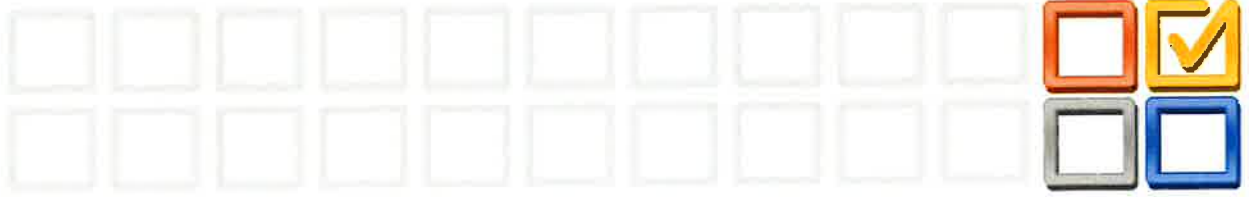
Service Item Unit Types

ACCH – Air Cooled Chiller	HRV – Heat Recovery Ventilator
AHU – Air Handling Unit	HUM – Humidifier
APU – Air Purification Unit	HWP – Hot Water Pump
BBH- Baseboard Heater	ITH – Infrared Tube Heater
BOIL – Boiler	MAU – Makeup Air Unit
CF – Combustion Fan	MT – Makeup Tank
CH- Cabinet Heater	PAC – Pneumatic Air Compressor
CNDMP- Condensate Pump	PAD – Pneumatic Air Drier
COIL- Evaporator Coil	PTAC- Packaged Terminal Air Conditioner
COND – Air Cooled Condenser	RF – Return Fan
CONV – Convactor	RTU – Packaged Rooftop Unit
CP- Control Panel	RV – Roof Ventilator
CT- Cooling Tower	SPLT – Ductless Split System
CU – Residential Condensing Unit	SPVU- Single Packaged Vertical Unit
CWP – Chilled Water Pump	TSTAT- Thermostat
DH- Duct Heater	UH – Unit Heater
DHUM- Dehumidifier	UV- Unit Ventilator
ECON- Economizer	VAV- Variable Air Volume
EF – Exhaust Fan	WAC- Window Air Conditioner
EH – Exhaust Hood	WCC- Water Cooled Condenser
EHS- Electric Heat Strip	WCCH – Water Cooled Chiller
ERV – Energy Recovery Ventilator	WH – Water Heater
ET – Expansion Tank	WIC – Walk-In Cooler
FC – Fan Coil	WIF – Walk-In Freezer
FURN – Furnace	VRF- Variable Refrigerant Flow
GEN – Standby Generator	ZV- Zone Valve
HP- Heat Pump	



Equipment List, HVAC Equipment/Service

Facility	Equipment/Service	Size / Type	Qty	Level	Visits	Location
	Boiler	1st Heating 700K BTU or less	2	Level 3	2 visit/yr	
	Circulating Pumps	1st Heating up to 4 HP	2	Level 3	2 visit/yr	
	Split Systems	1st Heating 21 - 40 Ton	2	Level 3	2 visit/yr	
	Split Systems	1st Cooling 21 - 40 Ton	2	Level 3	2 visit/yr	



Tasking Sheets



Boiler Tasking Sheet

Custom Level



Tasks	Validate
TOTAL	✓
Checked boiler operation through complete cycle, up to 30 minutes	✓
Checked operation of dampers	✓
Checked that equipment and surrounding area are cleaned	✓
Inspect all inherent water, steam, or gas piping for leaks.	✓
Check stack for proper draft.	✓
Check all mercoid switches for separated mercury.	✓
Check and adjust water make-up as required.	✓
Checked and lubricated blower motors	✓
Checked combustion chamber for air or gas leaks	✓
Checked main flame detection scanner on boiler	✓
Checked main flame failure protection	✓
Clean tubes with proper brush and vacuum system.	✓
Cleaned fire side of water jacket boiler	✓
If insurance or local inspection is required have owner schedule an inspection.	✓
Inspect natural gas train and adjust pressure regulating assembly as required.	✓
Open all inspection handholes and check waterside tubes for scale and corrosion.	✓
Open and clean the low water cutout float assembly by flushing with fresh water.	✓
Open vessel to check fireside tubes for rust and leakage.	✓
Perform complete flue gas analysis and make adjustments as	✓



required.	
Perform vessel blow-down as required.	✓
Inspect for worn gaskets or insulation.	✓
Inspect for damaged refractory as required.	✓
Inspect worn sight glass tubes as required.	✓
Shut down boiler and valve system off.	✓





Circulating Pumps Tasking Sheet

Custom Level



Tasks	Validate
TOTAL	✓
Lubricate all motor bearings	✓
Lubricate all pump bearing assemblies	✓
Check alignment of motor and pump shafts	✓
Inspect condition of pump seals	✓
Inspect motor mounts for wear	✓
Inspect all electrical wiring connections and secure as needed	✓
Inspect piping connections for leaks	✓





Split Systems Tasking Sheet

Custom Level



Tasks	Validate
TOTAL	✓
Checked air flow switch	✓
Checked belts for condition, proper tension, and misalignment; adjusted for proper tension and/or alignment, if applicable	✓
Checked components and unit for proper operation; adjusted as required	✓
Checked controls and unit for proper operation	✓
Checked heating components - safeties, heat exchanger, gas train, electric strip heat	✓
Checked motor bearings for noise, vibration, overheating; lubricated if needed	✓
Checked shaft bearings for noise, vibration, overheating; lubricated if needed	✓
Checked with operating or area personnel for deficiencies	✓
Cleaned area around equipment	✓
Checked air filters	✓
Checked and tightened loose electrical connections	✓





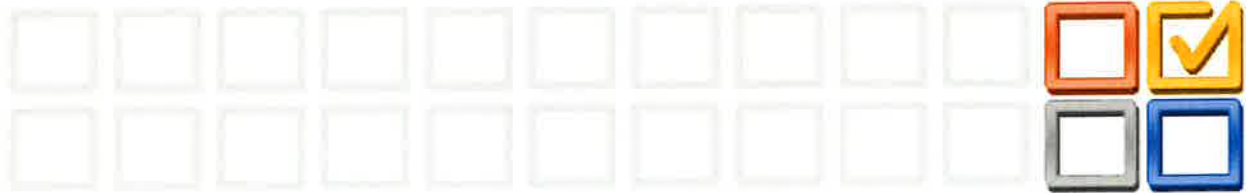
Split Systems Tasking Sheet

Custom Level



Tasks	Validate
TOTAL	✓
Checked air flow switch	✓
Checked belts for condition, proper tension, and misalignment; adjusted for proper tension and/or alignment, if applicable	✓
Checked components and unit for proper operation; adjusted as required	✓
Checked controls and unit for proper operation	✓
Checked motor bearings for noise, vibration, overheating; lubricated if needed	✓
Checked shaft bearings for noise, vibration, overheating; lubricated if needed	✓
Checked with operating or area personnel for deficiencies	✓
Cleaned area around equipment	✓
Checked air filters	✓
Checked and tightened loose electrical connections	✓
Checked compressor oil level	✓
Checked refrigerant pressure	✓
Cleaned blowers and checked operation	✓
Cleaned evaporative drain pan and drained piping	✓





Your Agreement Investment

This service contract will be for an original term of 12 months, beginning on 6/17/2024, with subsequent pricing indicated below.

This agreement will renew annually, unless either party changes the services covered or the annual investment. **Darien Police Department's** annual investment in this program is shown below:

Description	Annual Price	Term	Initials
Year 1	\$7,720.00	Quarterly	
Year 2	\$7,720.00	Quarterly	
Year 3	\$7,953.00	Quarterly	
Year 4	\$7,953.00	Quarterly	
Year 5	\$8,190.00	Quarterly	

For services designated herein and included in attached addendums, **Darien Police Department** agrees to pay Amber Mechanical the amount of agreed upon options above to be invoiced in equal Quarterly payments. This Agreement includes Air Filters to be supplied by Amber Mechanical and changed at each inspection. Belts will be supplied by Amber Mechanical and replaced one time annually. Annual boiler maintenance kits are included one-time annually.

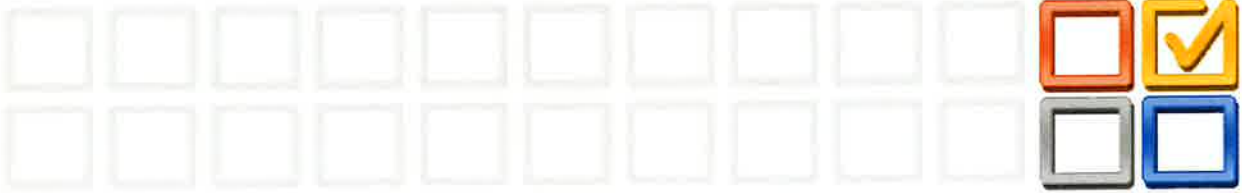
This amount does not reflect any applicable taxes. Applicable taxes will be added to the invoice sent to you by Amber Mechanical Contractors Inc. Amber Mechanical Contractors Inc. must be presented with either a tax-exempt certificate or a re-sale certificate if taxes are not to be applied.

The annual agreement price shown above can only be adjusted if facilities or equipment as described in the addendums are added or deleted from the original agreement. Price adjustments after Year One are discussed in the terms and conditions of this agreement.

Payment terms will be no greater than 30 days after Amber Mechanical invoice date. Amber Mechanical reserves the right to discontinue its service any time payments have not been made as agreed. Failure to make payments when due or impairment of Darien Police Department's credit shall relieve Amber Mechanical of any and all obligations pertaining to work or performance of work.

This Agreement applies to the facilities listed below. The specific scope of service to be performed in each facility is specified in the specific addendum(s) for each site.

Facility Name	Address	City	State
Darien Police Department	1710 Plainfield Road	Darien	IL



We would appreciate your signature in the space provided below as your acceptance of this agreement.
PROPOSAL OFFERED BY: _____

DATE: _____

**Darien Police Department
Acceptance**

Accepted by:

Name typed:

Title: _____

Date: _____

Name of Firm or Organization:
Darien Police Department
1710 Plainfield Road
Darien, IL 60561

Billing Address
Darien Police Department
Kris Throm
1710 Plainfield Road
Darien, IL 60561

Purchase Order No.

Amber Mechanical Contractors, Inc.

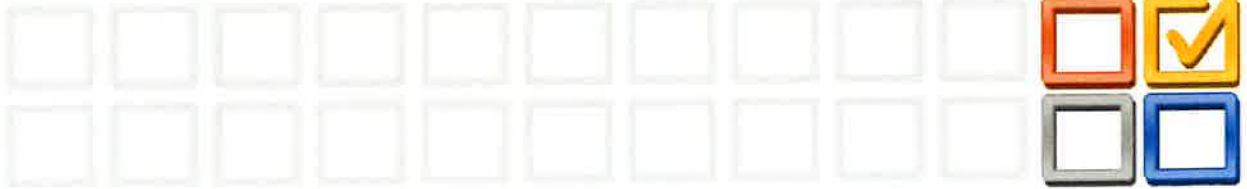
Accepted by:

Robert J. O'Neill

Account Executive

Date: _____

Amber Mechanical Contractors, Inc.
11950 S. Central Avenue
Alsip, IL 60803



Labor Rates:

Current Labor Rates: (Rates subject to change)

Normal Working Hour Rates: (Monday-Friday 7am-4pm)

- \$160.00 per hour port to port with a \$60.00 service charge

Overtime Hourly Rates:

- \$240.00 per hour port to port with a \$60.00 service charge

Sunday/Holiday Hourly Rates:

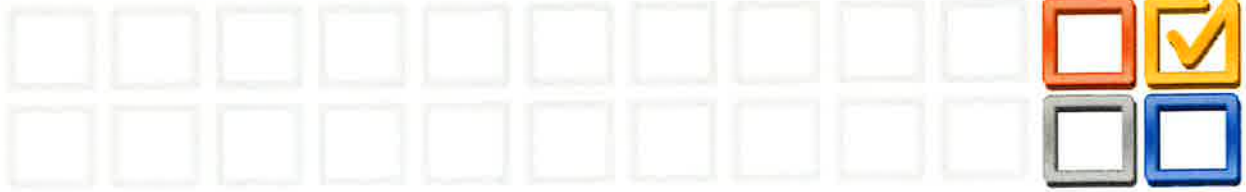
- \$320.00 per hour port to port with a \$60.00 service charge

With having a maintenance program, you are given a 10% discount on our hourly street rates listed above and parts that may be needed



Terms and Conditions

- A. Planned and / or routine maintenance services provided under this agreement will be performed during normal working hours unless specifically stated in the contract.
- B. The guarantees and services provided under the scope of this agreement are conditioned upon **Darien Police Department** operating and maintaining systems / equipment. **Darien Police Department** will do so according to industry-accepted practices and in consideration of our recommendations.
- C. **Darien Police Department** will provide and permit reasonable access to all covered equipment. Amber Mechanical Contractors Inc. (hereinafter "Company") will be allowed to start and stop equipment as necessary to perform its services and be permitted use of existing facilities and building services, after the technician has verbally notified the customer that he has arrived on the premise.
- D. The Company shall not be liable for any loss, delay, injury or damage that may be caused by circumstances beyond its control including, but not restricted to acts of God, war, civil commotion, acts of government, fire, theft, corrosion, floods, lightning, power fluctuations, freeze-ups, strikes, lockouts, differences with workmen, riots, explosions, quarantine restriction, delays in transportation, shortage of vehicles, fuel, labor or materials, or malicious mischief.
- E. In the unlikely event of failure by the Company to perform the obligations in this contract, the Company's liability is limited to repair or replacement of product at its option, and such shall be **Darien Police Department's** sole remedy. Under no circumstances will the Company be responsible for loss of use, loss of profits, increased operating or maintenance expense, claims of **Darien Police Department's** tenants or clients, or any special, indirect or consequential damages.
- F. The agreement does not include responsibility for system design deficiencies, such as, but not limited to, poor air distribution, water flow imbalances, repairs any damage resulting from improper/inadequate water treatment. It does not include responsibility for system, equipment and component obsolescence, electrical failures, nor unserviceable equipment such as ductwork, boiler shell and tubes, unit cabinets, boiler refractor material, electrical wiring, hydronic or pneumatic piping, structural supports, etc. Manual operation of equipment or systems is also excluded from this coverage, unless clearly included by amendment.
- G. The Company shall not be required to furnish any items of equipment, labor, or make special tests recommended or required by insurance companies, federal, state, municipal or other authorities except as otherwise included in this agreement.
- H. This agreement does not include the cleaning of any air passages, grilles, or air balancing of systems.
- I. In the event either party must commence a legal action in order to enforce any rights under this contract, the Purchaser shall pay the Company all court costs and attorney's fees incurred by the Company. Venue for any and all disputes shall be in Illinois. This agreement shall be governed by the laws of the State of Illinois including the Illinois rules of conflict of law.
- J. The Company shall not be liable for the operation of the equipment nor for injuries to persons or damage to property, except those directly due to the negligent acts or omissions of its employees and in no event shall it be liable for consequential or speculative damages. The Company shall not be liable for expense incurred in removing, replacing or refinishing any part of the building structure necessary to the execution of this agreement. The Company shall not be held liable for any loss by reason of strikes or labor troubles affecting its employees who perform the service called for herein, delays in transportation, delays caused by priority or preference rating, or orders or regulations established by any government, authority, or by unusual delays in procuring supplies or for any other cause beyond its reasonable control.
- K. Only the Company's personnel or agent are authorized to perform the work included in the scope of this agreement. The Company may, at its option, cancel its obligations under this agreement should non-authorized individuals perform such work.
- L. In the event of additional freight, labor, or material costs resulting from **Darien Police Department's** request to avoid delays with respect to equipment warranties, or accelerated delivery of parts and supplies, **Darien Police Department** agrees to pay these additional costs at the Company's currently established rate.



- M. The Company's scope of work shall not include the identification, detection, abatement, encapsulation or removal of asbestos or products or materials containing asbestos or similar hazardous substances. In the event the Company encounters such material in performing its work, the Company will have the right to discontinue work and remove its employees until the hazard is corrected by **Darien Police Department** or it is determined no hazard exists.
- N. This agreement contains the entire contract and the parties hereby agree that this agreement has been agreed to and the entire agreement is then accepted and approved by an authorized person for both parties, and no statement, remark, agreement or, understanding, oral or written, not contained herein, will be recognized or enforced.
- O. **Darien Police Department** agrees that in the event that there shall have been passed a federal and / or state law, which shall compel the Company to contribute to a federal and / or state health plan for its employees, then the terms of this agreement shall be subject to adjustment to the extent that the cost of such mandated contributions increase the Company's cost to perform this contract.
- P. This master service agreement will be for a term of one (1) year from the date hereof and from year to year thereafter. This master service agreement will be evergreen unless either party terminates this agreement at any time with 60 days written notice, with or without cause, provided, however, that if **Darien Police Department** cancels this agreement without due cause during the term of this agreement, **Darien Police Department** shall pay the Company 25% of the annual price in addition to any previous amounts paid. The annual price of the service agreement may be escalated at the anniversary of this agreement to reflect increases in labor and material costs as well as system expansion.
- Q. If lift equipment is needed to access mechanical equipment for service/maintenance/repairs, additional charges may apply, unless specified in contract.
- R. The annual agreement price is conditioned upon the system(s) covered being in a maintainable condition. If the initial inspection or initial seasonal start-up indicates repairs are required, a firm quotation will be submitted for Purchaser's approval. Should Purchaser not authorize the repairs, the Company may either remove the unacceptable system(s), component(s), or part(s) from its scope of responsibility and adjust the annual Agreement price accordingly or cancel this Agreement. The Company will render written notice of intent to remove any unacceptable system(s), component(s), or part(s) from its scope of responsibility prior to removal taking effect.

AGENDA MEMO
Municipal Services Committee
June 24, 2024

ISSUE STATEMENT

Consideration to approve an ordinance amending the liquor code to expand the number of Class K liquor licenses from five (5) to six (6) for a beer and wine liquor license at Bua Thai Kitchen.

ORDINANCE

BACKGROUND

In 2016 the City Council passed ordinance O-12-16 amending the liquor code by periodically auditing the number of licenses in several classes so that there are no (open) licenses available that are not assigned to a particular business. The liquor licenses are updated as new requests are generated from businesses.

Mayor Marchese received a request from prospective restaurant Bua Thai Kitchen (Randy Marek) for a beer and wine liquor license for on-site consumption. The license required for the request is a K License and would increase the number of K licenses from five (5) to six (6). Mayor Marchese as Liquor Commissioner has indicated he supports the request.

ATTACHMENTS

- A) **LIQUOR LICENSE REQUEST**
- B) **DESCRIPTIONS OF LIQUOR LICENSE CLASSES**
- C) **LIST OF CURRENT LIQUOR LICENSES BY CLASS**

STAFF RECOMMENDATION

Staff recommends the approval an ordinance amending the liquor code to expand the number of Class K liquor licenses from five (5) to six (6) for a beer and wine liquor license at Bua Thai Kitchen.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the July 15, 2024 City Council agenda for formal consideration.

nis

From: Maria Gonzalez
Sent: Monday, June 17, 2024 2:36 PM
To: Dan Gombac
Cc: Joe Marchese
Subject: FW: Beer and wine license

Dan,

Joe has approved for this item to go forward for a Liquor License (beer and wine for consumption within restaurant only) for Bua Thai Kitchen, please see email from Mr. Marek below.

Maria

-----Original Message-----

From: Saiphirun Marek <buathaikitchen21@gmail.com>
Sent: Thursday, June 6, 2024 4:16 PM
To: Maria Gonzalez <mgonzalez@darienil.gov>
Subject: Beer and wine license

> To whom it may concern;

>

> I Randy Marek from Bua Thai Kitchen would like to apply for a beer and wine license for restaurant, because of inquiries from customers, which they believe will enhance their dining experience at restaurant with more beverage options with their meal. Thank you for your consideration in this matter.

>

> Randy Marek

>

> Sent from my iPhone

3-3-7: CLASSIFICATION OF LICENSES AND FEES:**3-3-7-1: CLASS A LICENSE:**

(A) A Class A license shall authorize sale at retail of alcoholic liquor in the original package but not for consumption on the premises of sale. Provided, however, that the Commissioner may authorize the licensed premises to offer liquor samples without charge to invitees as part of a promotional or advertising program. The granting of permission to give away such liquor samples shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a promotional or advertising activity at least three (3) days prior to the date upon which such activity is proposed to take place. It shall be unlawful for such an advertising or promotional activity to take place without the prior permission of the Commissioner.

(B) It shall be unlawful for any person to sell or offer for sale at retail any alcoholic liquor in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M.

(C) The number of Class A licenses shall be ten (10).

(D) The annual fee for a Class A license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994; amd. Ord. 0-12-16, 4-4-2016; Ord. 0-03-17, 4-3-2017; Ord. 0-16-20, 8-3-2020; Ord. O-16-22, 8-1-2022)

3-3-7-2: CLASS B LICENSE:

(A) The Class B license shall authorize the sale at retail and serving of alcoholic liquor at a banquet hall or similar facility (where the predominant purpose of the premises is the holding of private or limited parties or events) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a banquet hall or similar facility on the premises. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor on the premises of such facility in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail and to serve alcoholic liquor on the premises of sale in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-19-03, 4-21-2003)

(C) The annual fee for a Class B license shall be two thousand dollars (\$2,000.00).

(D) The number of Class B licenses shall be one (1). (Ord. 0-39-94, 9-19-1994)

3-3-7-3: CLASS C LICENSE:

(A) A Class C license shall authorize the sale at retail and serving of alcoholic liquor for a country club (public/semipublic/private) only for consumption on the premises of the sale, provided such sale and serving is accessory to the main purpose of operating a country club on the premises. Serving of alcoholic liquor at a counter or bar shall be allowed under a Class C license to seated customers only. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail and it shall be unlawful to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful to sell or offer for sale at retail and to serve alcoholic liquor in the City between one o'clock (1:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-24-14, 7-7-2014)

(C) The annual fee for a Class C license shall be two thousand dollars (\$2,000.00).

(D) The number of Class C licenses shall be one (1).

(E) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

3-3-7-4: CLASS D LICENSE:

(A) A Class D license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class D liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class D liquor license between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-16-13, 8-5-2013)

(C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only. (Ord. 0-39-94, 9-19-1994)

(D) The number of Class D licenses shall be ten (10). (Ord. 0-05-17, 4-3-2017; amd. Ord. O-06-21, 5-3-2021)

(E) The annual fee for a Class D license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-5: CLASS E LICENSE:

(A) A Class E license shall authorize the sale at retail of beer and wine in original package only but not for consumption on the premises of sale. Such license shall be authorized only at such location where prepackaged food is also sold and only in such locations where there are no seats for consumption of food on the premises. (Ord. 0-18-09, 6-15-2009)

(B) It shall be unlawful for any person to sell or offer for sale at retail any beer or wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale any beer or wine at retail in the original package but not for consumption on the premises of sale between the hours of one minute past twelve o'clock (12:01) A.M. and nine o'clock (9:00) A.M. (Ord. 0-41-08, 11-17-2008)

(C) The number of Class E licenses shall be four (4). (Ord. 0-07-12, 2-21-2012; amd. Ord. 0-16-20, 8-3-2020)

(D) The annual fee for a Class E license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-6: CLASS F LICENSE:

(A) A Class F license shall only authorize the sale at retail of beer and wine for consumption at tables on the premises of sale provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis. Beer shall be sold only by the glass or pitcher. Wine shall be sold only by glass or carafe.

(B) The serving of beer or wine for consumption while seated at a counter or bar shall not be permitted under a Class F license.

(C) Delivery of beer or wine by the license holder or his employees with carryout orders shall not be permitted under a Class F license.

(D) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class F liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class F liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve.

(E) A Class F liquor license, where issued, shall be for an establishment which caters principally to elementary aged schoolchildren and their families. Entertainment in the form of theatrical or musical presentations directed toward children and their families shall be permitted within such an establishment. The use of automatic amusement devices shall be allowed at such an establishment to the extent that they are otherwise permitted by the ordinances of the City.

(F) The number of Class F licenses shall be one (1).

(G) The annual fee for a Class F license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-7: CLASS G LICENSE:

(A) A Class G license shall authorize the sale at retail of alcoholic liquor in the original package for consumption off the premises and for consumption on the premises of sale. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-22-14, 7-7-2014)

(C) The number of Class G licenses shall be one (1).

(D) The annual fee for a Class G license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-8: CLASS H LICENSE:

(A) A Class H license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-39-94, 9-19-1994)

(C) The number of Class H licenses shall be two (2). (Ord. 0-12-17, 7-17-2017)

(D) The annual fee for a Class H license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-9: CLASS I LICENSE:

(A) A Class I license shall authorize the sale at retail of alcoholic liquor for consumption on the premises, provided such sale and serving is accessory to the main purpose of operating an approved amusement premises for which all permits have been previously granted by the City Council. (Ord. 0-39-94, 9-19-1994)

(B) It shall be unlawful for any person to sell or offer to sell at retail or serve for consumption on the premises alcoholic liquor in the City between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and eleven o'clock (11:00) A.M., and on Sundays when it shall be unlawful for any person to sell or offer for sale at retail or serve for consumption on the premises in the City between two o'clock (2:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve. (Ord. 0-41-08, 11-17-2008)

(C) The number of Class I licenses shall be one (1).

(D) The annual fee for a Class I license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-39-94, 9-19-1994)

3-3-7-10: CLASS J LICENSE:

Temporary license, daily fee.

(A) A Class J license shall authorize 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. Such temporary liquor licenses may be granted to organizations and clubs such as, but not limited to, veterans' organizations, educational, fraternal, political, civic, religious or other nonprofit organizations.

(B) A Class J license shall be granted on a day to day basis, but not to exceed three (3) consecutive days. The Class J license shall authorize the sale of alcoholic liquor for consumption only at the location until twelve o'clock (12:00) midnight on Friday and Saturday and until nine o'clock (9:00) P.M. on Sunday. An applicant for a temporary liquor license must submit with the application proof satisfactory to the Commissioner that the applicant shall provide dramshop liability insurance in the maximum limits. (Ord. 0-27-16, 8-1-2016)

(C) The fee for a Class J license shall be fifty dollars (\$50.00) per day. (Ord. 0-39-94, 9-19-1994)

3-3-7-11: CLASS K LICENSE:

(A) A Class K license shall authorize the sale at retail of beer and wine for consumption on the premises of sale or at tables, provided such sale and serving is accessory to the main purpose of serving food on the premises or on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale beer or wine in conjunction with a Class K liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except Sundays when it shall be unlawful for anyone to sell or offer for sale beer or wine under a Class K liquor license between the hours of one o'clock (1:00) A.M. and twelve o'clock (12:00) noon. The Commissioner may extend the hours for lawful sale and service of beer and wine on special occasions such as New Year's Eve.

(C) The number of Class K licenses shall be four (4).

(D) The annual fee for a Class K license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-39-94, 9-19-1994; amd. Ord. 0-24-16, 7-18-2016; Ord. 0-27-19, 11-4-2019; Ord. 0-10-20, 6-15-2020; Ord. 0-17-22, 9-6-2022)

3-3-7-12: CLASS L LICENSE:

(Rep. by Ord. 0-37-12, 10-15-2012)

3-3-7-13: CLASS M LICENSE:

(A) A Class M license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables in premises operated by a nonprofit organization for members of the organization, their guests, and public patrons. The sale and consumption of alcoholic liquor shall be limited to the premises.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class M liquor license between eleven o'clock (11:00) P.M. and eleven o'clock (11:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) The number of Class M licenses shall be one. (Ord. 0-12-18, 5-7-2018)

(D) The annual fee for a Class M license shall be one thousand dollars (\$1,000.00).

(E) All proceeds and profits made pursuant to the operation of a business activity under this license shall be for a lawful nonprofit organization. No officer or owner of any licensee under this section shall individually receive any remuneration or compensation from the business activities pursuant to this license. (Ord. 0-26-13, 10-7-2013)

3-3-7-14: CLASS N LICENSE:

(A) A Class N license shall authorize the on premises consumption and retail sale of craft beer where the premises is that of a brewing facility. For the purposes of this subsection, "brewing facility" is defined as a place in which the primary business is the manufacturing, packaging, distribution, sale and storage of craft beer produced on the premises in compliance with Federal and State laws. The following regulations shall apply to the Class N license:

1. No more than a total of fifty thousand (50,000) gallons of beer shall be sold at retail in growlers, cans and/or bottles for off premises consumption per year.

2. All growlers, cans and beers sold at retail for off premises consumption must be properly sealed.

3. Retail sales for off premises consumption and on premises consumption shall be limited to the retail portion of the licensed premises; except, however, on premises consumption may be allowed in other areas of the licensed premises during supervised tours and private events. The retail portion of the licensed premises shall not exceed three thousand (3,000) square feet.

4. Product sampling shall be permitted in accordance with State law, at no charge.

5. Patrons under twenty one (21) years of age shall be allowed on the premises when accompanied by a person twenty one (21) years of age or older; except, however, classes and seminars on alcoholic related subjects shall only be open to patrons twenty one (21) years and older.

6. Live entertainment is restricted to the indoor retail portion of the premises; except, however, live entertainment may be permitted in other indoor areas of the licensed premises during private events. (Ord. 0-34-14, 11-3-2014)

(B) It shall only be lawful to sell at retail or offer for sale at retail craft beer in conjunction with a Class N liquor license for off premises and/or on premises consumption between twelve o'clock (12:00) noon and eleven o'clock (11:00) P.M., Sunday through Saturday. Except, however, private events shall not be restricted to the above hours. For private events it shall be unlawful to sell or serve craft beer between the hours of one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or serve craft beer between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00)

A.M. The Commissioner may extend the hours of lawful sale or service of craft beer on special occasions such as New Year's Eve. (Ord. 0-16-16, 5-16-2016)

(C) The number of Class N licenses shall be one.

(D) The annual fee for a Class N license shall be two thousand dollars (\$2,000.00). (Ord. 0-34-14, 11-3-2014)

3-3-7-15: CLASS O LICENSE:

(A) A Class O license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class O liquor license between one o'clock (1:00) A.M. and seven o'clock (7:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class O liquor license between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only.

(D) The number of Class O licenses shall be one.

(E) The annual fee for a Class O license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-21-15, 6-15-2015)

3-3-7-16: CLASS P LICENSE:

(A) A Class P license shall authorize the sale at retail of alcoholic liquor for consumption on the premises and the sale at retail of beer and wine in original package but not for consumption on the premises of sale, provided such sale and serving is accessory to the main purpose of the sale of food on a carryout basis.

(B) It shall be unlawful for any person to sell or offer for sale at retail in the City between one o'clock (1:00) A.M. and eight o'clock (8:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) The number of Class P licenses shall be two (2).

(D) The annual fee for a Class P license shall be two thousand five hundred dollars (\$2,500.00). (Ord. 0-12-17, 7-17-2017; amd. Ord. O-15-22, 8-1-2022)

3-3-7-17: CLASS Q LICENSE:

(A) A Class Q license shall authorize sale at retail wine in the original package but not for consumption on the premises of sale where the premises is a gift shop operated by a not-for-profit religious organization and for the benefit of said religious organization. Provided, however, that the Liquor Commissioner may authorize the licensed premises to offer wine tastings at up to four (4) special events per year. The granting of permission to hold such wine tastings shall be within the sole discretion of the Commissioner who shall be petitioned in writing to allow such a wine tasting at least three (3) days prior to the date upon which the wine tasting is proposed to take place. It shall be unlawful for a wine tasting to take place without the prior permission of the Commissioner.

(B) It shall be unlawful for any person to sell or offer to sell at retail any wine in the original package but not for consumption on the premises of sale in the City between one minute past twelve o'clock (12:01) A.M. and seven o'clock (7:00) A.M.

(C) The number of Class Q licenses shall be one (1).

(D) The annual fee for a Class Q license shall be one thousand five hundred dollars (\$1,500.00). (Ord. 0-28-19, 11-4-2019)



Class License	License Number	Business Name	Street #	Street Name	Amount
A					
	A-1	Brookhaven Marketplace	7516	Cass Avenue, Suite 30	\$1,500.00
	A-10	Walgreens #06176	8300	Lemont Road	\$1,500.00
	A-11	Darien Tobacco Wine & Liquor	7516	Cass Avenue, #5A	\$1,500.00
	A-2	Darien Pantry	737	Plainfield Road, Ste 5	\$1,500.00
	A-3	Jewel Food Store #0123	7335	Cass Avenue	\$1,500.00
	A-5	Osco Drug Store #0123	7329-7335	Cass Avenue	\$1,500.00
	A-6	Aldi, Inc #80	2251	75th Street	\$1,500.00
	A-7	Darien Liquor	8125	Cass Avenue	\$1,500.00
	A-8	Walmart #2215	2189	75th Street	\$1,500.00
	A-9	Walgreens #09033	7516	Cass Avenue	\$1,500.00
B					
	B-1	Alpine Banquets & Catering LLC	8230	Cass Avenue	\$2,000.00
C					
	C-1	Carriage Way West, Inc.	8700	Carriage Green Drive	\$2,000.00
D					
	D-1	Tai San Chef	2813	83rd Street	\$2,000.00
	D-10	Blueberry Hill Café	7430	Route 83	\$2,000.00
	D-11	Harmi LLC	7516	S. Cass Ave	\$2,000.00
	D-2	Patio Restaurant of Darien, Inc.	7440	Kingery Highway	\$2,000.00
	D-3	Aodake	2129	75th Street	\$2,000.00
	D-4	TGI Friday's Inc., #2670	2201	75th Street	\$2,000.00
	D-5	Al Chile Mexican Grill, Inc.	8123	Cass Avenue	\$2,000.00
	D-6	Mi Hacienda	2601	75th Street	\$2,000.00
	D-7	Old Vilnius Café	2601	75th Street, Unit B	\$2,000.00

Class License	License Number	Business Name	Street #	Street Name	Amount
	D-8	Chiba Japanese Restaurant	7533	Cass Ave	\$2,000.00
	D-9	Dotty's	7516	Cass Avenue, #24	\$2,000.00
E					
	E-2	Speedway #5344	8301	Lemont Road	\$1,500.00
	E-5	Circle K #4706713	8975	Lemont Road	\$1,500.00
	E-6	Speedway #7765	7502	Cass Ave	\$1,500.00
	E-7	Speedway #1425	10250	Lemont Road	\$1,500.00
F					
	F-1	Chuck E. Cheese	7409	Cass Avenue	\$1,500.00
G					
	G-1	Dry Dock	1125	North Frontage Road	\$2,000.00
H					
	H-1	Home Run Inn Corp.	7521	Lemont Road	\$2,500.00
	H-3	Café Smilga	2819	83rd Street	\$2,500.00
I					
	I-1	Q Bar	8109-8115	Cass Avenue	\$2,500.00
K					
	K-2	Burrito Paradise	7516	Cass Avenue	\$1,500.00
	K-3	Buona	7417	Cass Avenue	\$1,500.00
	K-4	Brooster's	1010	Plainfield Road	\$1,500.00
	K-5	Stella's Place	2415	75th Street, Unit C2	\$1,500.00
M					
	M-1	VFW	801	Plainfield Road, Ste 12	\$1,000.00
N					
	N-1	Miskatonic Brewing Company	1000	N. Frontage Rd, Unit C	\$2,000.00
O					
	O-1	Chuck's Southern Comforts Café and Banquets, Inc.	8025	Cass Avenue	\$2,500.00

Class License	License Number	Business Name	Street #	Street Name	Amount
P					
	P-1	Zazzo's Pizza and Catering	7360	Route 83	\$2,500.00
	P-2	Fry the Coop	2019	75th Street	\$2,500.00
Q					
	Q-1	Carmelite Gift Shop	8501	Bailey Rd	\$1,500.00



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

**ORDINANCE NO. _____
AN ORDINANCE AMENDING SECTION 3-3-7-11(C)
OF THE DARIEN CITY CODE**

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN
THIS 15th DAY OF JULY, 2024**

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this
15th day of July, 2024**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-11(C)
OF THE DARIEN CITY CODE**

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

SECTION 1: Section 3-3-7-11(C) “Class K License”, as amended is hereby amended to increase the number of Class K licenses from five (5) to six (6), to read as follows:

3-3-7-11: CLASS K LICENSE:

(C) The number of Class K licenses shall be six (6).

SECTION 2: 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 of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 3: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 15th day of July, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 15th day of July, 2024.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE

May 28, 2024

PRESENT: Alderman Thomas Belczak – Chairman, Alderman Ted Schauer, Alderman Ralph Stompanato

ABSENT: None

OTHERS: Mr. Dan Gombac – Director

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 6:00 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

New Business

- a. **PZC2024-03 – Indian Prairie Public Library (7226 Clarendon Hills Rd/401 Plainfield Rd Variation Requests (Electronic Message Board Signs).**

Mr. Dan Gombac, Director reported that the petitioner had requested an electronic message board sign to be put up in place of their current signage at 7226 Clarendon Hills Rd and 401 Plainfield Rd, respectively. He reported that the Planning and Zoning Commission had placed (7) conditions upon approval, as noted in the packet. He further reported that the City would monitor for light intensity per the City Code.

Chairperson Tom Belczak questioned if the petitioner was okay with the (7) conditions.

Mr. Justin Pathmann, Rethink Owner Solutions, LLC, stated that the petitioner had approved the (7) conditions.

Chairperson Belczak reported that this case would continue City Council on June 3.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of PZC2024-03 – Indian Prairie Public Library (7226 Clarendon Hills Rd/401 Plainfield Rd Variation Requests (Electronic Message Board Signs).

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- b. **PZC 2024-04 – Jack Calo (9004 Darien Woods Ct) Variation (Fence Height).**

Mr. Dan Gombac, Director reported that the petitioner, who fronts Frontage Road, had requested an increase in his fence height. He reported that current City Code allows for 6-foot

fencing and Frontage Road had not previously been accounted for in the text. Mr. Gombac reported that the Planning and Zoning Commission had no issues with this petition.

Chairperson Belczak reported that this case would continue to City Council on June 3.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of PZC 2024-04 – Jack Calo (9004 Darien Woods Ct) Variation (Fence Height).

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

c. PZC 2024-05 – Dr. Tharp (2551 75th Street) Zoning Amendment & Special Use.

Mr. Dan Gombac, Director reported that the petition would be specifically for dentist use in conjunction with offices for professional use only. He reported that the Planning and Zoning Commission had approved the use of the building. He further reported that a resident, Paul Jopa, who faces the rear side yard of the building, had approached the PZC to notify them of the fence placed between his property and the petitioner's. Mr. Gombac reported that an ordinance had been in place allowing for landscaping in lieu of the fence and that the current fence had been in violation with the ordinance.

Mr. Gombac reported that he had received an additional letter from the resident at 7510 Cambridge Road, who had stated they did not want the fence removed. He reported that after Staff had inspected the property, they would allow the fence to remain under a permit or temporary ordinance.

Dr. Steven Tharp stated he had received a letter from the resident at 7505 S. Main Street who requested for the fence to remain. Dr. Tharp stated that he and the current owner of the property would prefer to keep the fence in place.

Mr. Paul Jopa stated that the agreement he had with the City provided a buffer from the commercial property. He stated that the original landscaping had been placed in 1987 and that the fence was put up in 2016 and the landscaping had been removed at that time. Mr. Jopa requested that his section of the fence would be removed, and the landscaping be restored.

The current property owner of 2551 75th Street stated that the previous owner had put the fence up and that he had been trying to acquire the original permits for the fence. He stated that he did not see any reason to remove it.

Mr. Gombac reported that there had not been a permit for the fence and that per the City Council ordinance, 65-70 feet of the fence should be removed and replaced with landscaping.

Alderman Ted Schauer questioned how the fence was put up without City knowledge.

Mr. Gombac reported that the City was never notified of the fence going up.

The leasing broker of 2551 75th Street stated that she would hate to have her potential buyer not get what they desire from the property. She stated that this had been the first issue she had with the fence and she does not want to lose her potential buyer.

Mr. Gombac reported that a landscaping plan may be modified, but they must adhere to the City ordinance.

After much discussion, Dr. Tharp stated that they had reached an agreement to remove Mr. Jopa's section of the fence at 7518 Cambridge Road and that landscaping would be installed through a letter of understanding from both parties.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of PZC2024-04 – Dr. Tharp (2551 75th Street) Zoning Text Amendment & Special Use.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- d. Resolution – Authorizing the purchase of 166 banners from Bannerville in an amount not to exceed \$15,770.00.**

Mr. Dan Gombac, Director reported that the resolution would be for replacement banners for the ones being displayed that Staff was not pleased with. He reported that these banners would utilize a mesh material to prevent tearing. Mr. Gombac reported that Bannerville is a local merchant who provide great quality and that he had been overall please with the aesthetics of the banners.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the purchase of 166 banners from Bannerville in an amount not to exceed \$15,770.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY, 3-0.

- e. Resolution – Authorizing the purchase of one new camera trailer, model LPD6X12SA, from A&W Auto Truck & Trailer in an amount not to exceed \$7,098.**

Mr. Dan Gombac, Director reported that the trailer would be for camera equipment. He reported that the trailer would be stored separately and that it would be generator ready, standard equipment.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution authorizing the purchase of one new camera trailer, model LPD6X12SA, from A&W Auto Truck & Trailer in an amount not to exceed \$7,098.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- f. **Resolution** – **Waiving the competitive bid process and accepting a proposal from MoscaDesign for the purchase of holiday lighting and decorative displays at a cost not to exceed \$85,000.**

Mr. Dan Gombac, Director reported that the resolution would be a carry-over from last year. He reported that Staff spent a lot of time reaching out to manufacturers and found that MoscaDesign would provide the best quality and service. He further reported that there would be various holiday displays, as listed in the packet, including an 18-foot tree that would replace the evergreen tree currently in front of the Historical Society during the holiday season. Mr. Gombac reported that all decorations would be pre-lit and of high quality.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution waiving the competitive bid process and accepting a proposal from MoscaDesign for the purchase of holiday lighting and decorative displays at a cost not to exceed \$85,000.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- g. **Minutes – April 22, 2024 Municipal Services Committee**

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of the April 22, 2024, Municipal Services Committee Meeting Minutes.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

Director's Report

There was no Director's Report.

Next Scheduled Meeting

Chairperson Thomas Belczak announced that the next meeting is scheduled for Monday, June 24, 2024.

ADJOURNMENT

With no further business before the Committee, Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to adjourn. Upon voice vote, the MOTION CARRIED UNANIMOUSLY, and the meeting adjourned at 7:13 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belzak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman