

CITY OF DARIEN TEMPORARY AMENDMENT TO CITY COUNCIL MEETING RULES FOR COMPLIANCE WITH ILLINOIS OPEN MEETINGS ACT:

- The public is permitted to attend the City Council meeting but the meeting room will be limited to 20 members of the public at one time. The public will be required to maintain social distancing rules and are required to wear a mask while in the building.
- Members of the public physically present must be able to hear all discussion and testimony and all votes of the members of the body. This would mean that members of the public physically present, if more than 20, can be in a different room at City Hall. For example, this can be accomplished by offering a call-in telephone number, a web-based link such as YouTube presenting meeting live or viewing the meeting on cable at City Hall.

Visit the City of Darien [YouTube channel](#) to view the meeting live.

PRE-COUNCIL WORK SESSION —7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

June 7, 2021

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [May 17, 2021](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Mayoral Proclamation “[2021 Darien Lions Club Humanitarian of the Year](#)” (June 10, 2021)
9. City Clerk's Report
10. City Administrator's Report

11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — 20-21-27
 - B. Warrant Number —21-22-03
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Approve an Ordinance Updating Title 9, Traffic Regulations, Chapter 7, "[Administrative Hearing System](#)" of the City of Darien City Code
 - B. Consideration of a Motion to Approve the Expenditure of Budgeted Funds to [Purchase Ammunition](#) from Kiesler's Police Supply in the Amount of \$13,232.20
 - C. Consideration of a Motion to Approve the Payment of Annual Dues to the [DuPage Metropolitan Enforcement Group \(DUMEG\)](#) in the Amount of \$17,680
 - D. Consideration of a Motion to Approve a Resolution Accepting a Storm Sewer Easement from the Following Property: [1022 Hinsbrook Avenue](#) 09-22-302-027
 - E. Consideration of a Motion to Approve a Resolution Accepting a Storm Sewer Easement from the Following Property: [522 69th Street](#) 09-22-409-036
 - F. Consideration of a Motion to Approve a Resolution Authorizing the Purchase of [One \(1\) New Stepp SPHOJ-3.0 \(4 ton\) Dump Style Pothole Patching Trailer Oil Jacketed with Auger Discharge Hot Box](#), to Replace Unit 321, from Bonnell Industries Inc. in an Amount not to Exceed \$61,994.00
17. New Business
 - A. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property](#) Owned by the City of Darien
 - B. Consideration of a Motion to Approve Change Order #1 for the 67th Street Geometrical Reconfiguration-Additional Storm Sewer Work in the Amount of \$47,700
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE MAY 17, 2021 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:16 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

May 17, 2021

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

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

Absent: Ted V. Schauer

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

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

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

Linda Painter, District 3 Forest Preserve Commissioner, congratulated and commended Council for their support of the monarch butterfly population, which has been diminishing due to the lack of milkweed plants. She has been instrumental in getting the Forest Preserve to grow more milkweed plants. Ms. Painter has raised caterpillars and released 45 butterflies last year. If you need assistance in raising caterpillars contact Linda@lindapainter.com. She encouraged all to watch Utube video “The Amazing Life Cycle of the Monarch Butterfly.”

Ms. Painter noted the Forest Preserve will be seeking public input on the masterplan for Waterfall Glen and the expansion program for Willowbrook Wildlife in Glen Ellyn. She addressed Council questions regarding mosquito abatement, injured animals and disposal of dead animals.

6. **APPROVAL OF MINUTES** – May 3, 2021 City Council Meeting

It was moved by Alderman Vaughan and seconded by Alderman Belczak to approve the minutes of the City Council Meeting of May 3, 2021.

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

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

7. **RECEIVING OF COMMUNICATIONS**

Mayor Marchese announced that he attended a Gala for Kingswood Academy. As a guest speaker, he recounted how his Catholic education affected his life. He commented that he submitted an auction prize item for a child to be “Mayor for the Day.” It was the only live auction item and the item raised \$14,000, with four parents each bidding \$3,500. Each child is to be accompanied by a parent, have a tour of the Police Department, visit Public Works facility, attend a City Council meeting, be sworn in by City Clerk as “Mayor for the Day”, receive a certificate, and walk in the 4th of July Parade. Mayor Marchese introduced Laura Christenson, a teacher at Kingswood Academy, who was in the audience; she is an environmentalist and conservationist. She expressed an interest in the Monarch Butterfly Program.

Alderwoman Sullivan announced Darien Chamber of Commerce and Hinsdale South High School Foundation are sponsoring a charitable golf outing on Friday, May 21 at Carriage Greens Country Club. She noted donations and sponsorships are still available; register at www.darienchamber.com.

8. **MAYORS REPORT**

A. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION SUPPORTING RESTORATION OF LGDF REVENUE

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

Mayor Marchese read the Resolution and noted that the last fiscal year Darien received \$2,393,776 in Local Government Distributive Fund (LGDF) revenue. If state budget was cut by 10%, Darien would lose \$239,000. LGDF comprises 14% of Darien’s budget.

**RESOLUTION NO. R-35-21 A RESOLUTION SUPPORTING
RESTORATION OF LGDF REVENUE**

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

 Nays: None

 Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION IN SUPPORT OF DUPAGE MONARCH PROJECT AND THE ENHANCEMENT AND EXPANSION OF AVAILABLE HABITAT FOR MONARCH BUTTERFLIES AND OTHER NATIVE POLLINATORS

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

Mayor Marchese read the Resolution and referenced a book he received from Claudia Borowski. He said the City has a milkweed area located outside the Police Department.

RESOLUTION NO. R-36-21

A RESOLUTION IN SUPPORT OF DUPAGE MONARCH PROJECT AND THE ENHANCEMENT AND EXPANSION OF AVAILABLE HABITAT FOR MONARCH BUTTERFLIES AND OTHER NATIVE POLLINATORS

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Due to the generosity of Ms. Painter, Mayor Marchese planted milkweed plants in his backyard. He distributed milkweed seeds courtesy of Darien Rotary Club to Council.

Kathy Street introduced herself and thanked Council for passing the Resolution. She stated that the Darien Garden Club (DGC) is celebrating their 20 year anniversary. She noted the DGC has turned a weedy area at St. John Lutheran Church into a butterfly garden. She explained DGC supports national and local environmental organizations, is active in IL Monarch Project, Associate Members of DuPage Monarch Project and pledged support to Darien Rotary Operation Pollinator Program. Ms. Street noted the IL Monarch Projects Plan for the IL Route 66 Flyway Project and planting 150 million stems of milkweed in the state by 2038. She explained the history of how Claudia Borowski started maintaining milkweed patch; she places signs, takes photos, and distributes seeds to IDOT. She complimented Ms. Borowski on her efforts and noted Ms. Borowski is a member of the City’s Environmental Committee. On behalf of Ms. Borowski, she presented Mayor Marchese with a plaque. Ms. Street thanked Council for helping the monarchs.

Mayor Marchese stated the importance of this initiative is demonstrated by the involvement of local organizations. Audience and Council discussion ensued regarding milkweed and recycling efforts.

Mayor Marchese...

...advised Council that July 4 Parade invitations have been sent out by Darien Lions Club Chairman Bill Christenson. The parade applications are due by June 23.

...shared business promotional flyer “Darien Spring Fling” that is on social media to shop Darien in May and June.

9. **CITY CLERK’S REPORT**

Clerk Ragona announced City offices will be closed on Monday, May 31, in observance of Memorial Day.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

B. MUNICIPAL SERVICES – NO REPORT

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 20-21-26

It was moved by Alderman Belczak and seconded Alderwoman Sullivan to approve payment of Warrant Number 20-21-26 in the amount of \$451,054.87 from the enumerated funds, and \$288,307.05 from payroll funds for the period ending 05/06/21 for a total to be approved of \$739,361.92.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. WARRANT NUMBER 21-22-02

It was moved by Alderman Vaughan and seconded Alderman Belczak to approve payment of Warrant Number 21-22-02 in the amount of \$945,226.65 from the enumerated funds for a total to be approved of \$945,226.65.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Treasurer Coren reminded Council to respond to survey from Sikich, the City’s auditing firm.

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for June 7, 2021 at 6:00 P.M. She stated the Economic Development Committee meeting is scheduled for June 3, 2021 at 7:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for May 24, 2021 at 7:00 P.M.

Police Committee – Chairman Kenny stated the minutes of the July 20, 2020 meeting were approved and submitted to the Clerk’s Office. He announced the next meeting of the Police Committee is scheduled for June 21, 2021 at 6:00 P.M. in the Police Department Training Room.

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

Aleta Peknik asked Chief Thomas if there was an increase in catalytic converters being removed from vehicles in Darien. Chief Thomas responded there has been no increase. He explained that catalytic converters contain expensive parts that thieves resell.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

- A. RESOLUTION NO. R-37-21 A RESOLUTION ACCEPTING A PROPOSAL FROM IP COMMUNICATIONS FOR THE EQUIPMENT, INSTALLATION, CONFIGURATION, AND TRAINING OF A NEW PHONE SYSTEM AT CITY HALL AND POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$56,593

- B. RESOLUTION NO. R-38-21 A RESOLUTION ACCEPTING A PROPOSAL FROM AIS, INC. FOR THE IT EQUIPMENT AND LABOR REQUIRED FOR THE NEW PHONE SYSTEM IN AN AMOUNT NOT TO EXCEED \$23,400

- C. RESOLUTION NO. R-39-21 A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO APPROVE A CONTRACT WITH THE LOWEST COST STREET LIGHT ELECTRIC PROVIDER FOR A BID CONDUCTED BY NIMEC ON JUNE 8, 2021

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

Nays: None

Absent: Schauer

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

17. **NEW BUSINESS**

There was no New Business.

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

Alderman Belczak clarified the 4th of July Parade will be held on Monday, July 5.

Alderwoman Sullivan congratulated Junior High and High School students on their graduations; may celebrations be safe and stay healthy.

Mayor Marchese received communication from a Darien resident who disagreed with the Sokol apartment vote. He clarified resident’s misconceptions and thanked the resident for his respectfulness.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:21 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 5-17-21. Minutes of 5-17-21 CCM.

Mayoral Proclamation

Whereas, Karen Buckels grew up and lived in Darien her entire life, and;

Whereas, Karen attended Marion Hills Elementary School, Eisenhower Junior High and Hinsdale South High School and;

Whereas, Karen attended the University of Illinois at Chicago and graduated with a Bachelor's Degree in Business Management in 2003 and;

Whereas, Karen married Danny Meen in 2012 and they have three beautiful daughters, Kayla (14), Katelyn (11) and Kendall (9) and;

Whereas, Karen has been employed by several manufacturing companies where she has held positions in accounts payable, sales, trade show management and as an accounts manager and;

Whereas, Karen left the business world in 2011 in order to dedicated her time to her family and to the Darien Community and;

Whereas, Karen has served the District #61 School District as Vice-President (2015 – 2017) and now President (2017 – 2021) of the Mark DeLay and Lace School PTA and;

Whereas, Karen, in her role as President of the PTA has raised thousands of dollars for STEM and books for each school and;

Whereas, Karen's fundraising efforts have allowed the PTA to purchase sensory paths for the students return to school, thus allowing students a visual to keep socially distanced when they are all together and;

Whereas, Karen has coached hundreds of children through DYC softball (2016 – 2017) and BRW (Burr Ridge – Willowbrook) Softball in various sports including cheerleading, volleyball (2017 – 2019), and travel softball (2018) and;

Whereas, Karen has volunteered her time to coach teams even when her children are not participating in the sport and;

Whereas, Karen has been the leader of her girls Girl Scout Troop for many years (2011 – 2020), as well as a volunteer in classrooms during parties and special events and;

Whereas, Karen and her husband Danny are members of the Darien Rotary Club (2019) and have regularly volunteered their time for the Rotary's Backpack Program which serves to provide weekend food for close to 300 students in our Darien schools and;

Mayoral Proclamation

Whereas, Karen is an excellent seamstress and worked to make and then donate cloth masks and food to hundreds of healthcare workers at the start of the pandemic when there were shortages and healthcare workers were working long hours and;

Whereas, Karen was elected in April of 2021 to a term serving on the District #61 Board of Education and;

Whereas, Karen is a natural leader with a personality that endears her to those who are fortunate to know her and;

Whereas, Karen is always the first one to make sure her friends and her community are taken care of before addressing her own needs and;

Whereas, the City of Darien is proud to honor Karen Buckels as the 2021 Darien Lions Club Humanitarian of the Year.

Now, Therefore, I, Joseph A. Marchese, Mayor of the City of Darien, do hereby proclaim June 10, 2021 as

KAREN BUCKELS DAY

in the City of Darien and recognize her many contributions to the community.

In Witness Whereof, I have Set My Hand and Caused to Be Affixed The Seal of The City of Darien, this Seventh Day of June Two-Thousand Twenty-One.

Joseph A. Marchese, Mayor

Attest:

JoAnne E. Ragona, City Clerk

AGENDA MEMO
City Council
June 7, 2021

ISSUE STATEMENT

The Police Committee is requested to approve an ordinance to update Chapter 7, Administrative Hearing System.

ORDINANCE **BACKUP**

BACKGROUND HISTORY

The Police and Community Development departments are working to update enforcement of ordinances. To this end, Community Development hired a part time inspector to enforce various portions of the City of Darien's ordinances. The Police Department also enforces various sections of the City of Darien's ordinances. The City wants to be reactive to community members complaints as well as being proactive to correct situations early.

The current code of ordinances has an ordinance allowing the use of an Administrative Hearing officer, Chapter 7, Administrative Hearing System. However, the code needs to more clearly define service of notice (9-7-6) and provide for due process when a subject of an action wants to contest a violation (9-7-8).

Currently the police department conducts Administrative Hearings for Administrative Tows and uses Attorney Aaron Reinke as our Administrative Hearing Officer. Aaron is willing to conduct the hearings on ordinance violations. Mr. Reinke has been a member of the bar since November 2000 in good standing. He is a certified municipal administrative hearing officer for Lombard, Lisle, Clarendon Hills and Westmont. He has been performing the duties of Administrative Hearing Officer for the City of Darien since January 2015.

STAFF / COMMITTEE RECOMMENDATION

Committee recommends approval of the updated Chapter 7, Administrative Hearing System ordinance.

ALTERNATIVE CONSIDERATION

As directed.

DECISION MODE

This item will be on the June 7, 2021 City Council agenda for formal approval.

Chapter 7
ADMINISTRATIVE HEARING SYSTEM

- 9-7-1: ADMINISTRATIVE HEARING SYSTEM ESTABLISHED
- 9-7-2: ADMINISTRATIVE HEARING PROCEDURES NOT EXCLUSIVE
- 9-7-3: ADMINISTRATIVE COMPOSITION
- 9-7-4: HEARING OFFICER
- 9-7-5: VIOLATION NOTICE
- 9-7-6: SERVICE OF NOTICE
- 9-7-7: HEARINGS
- 9-7-8: JUDICIAL REVIEW
- 9-7-9: DEBT TO THE CITY
- 9-7-10 ENFORCEMENT OF JUDGMENTS

9-7-1: ADMINISTRATIVE HEARING SYSTEM ESTABLISHED

(A) There is hereby established and created within the city an administrative hearing system to enforce and adjudicate violations of the following chapters of this code, as the same has been, and may, from time to time hereafter be amended:

1. Title 3:
 - (a) Chapter 2, "Peddlers and Solicitors".
 - (b) Chapter 3, Section 3-3-19, "Sales to Minors".
 - (c) Chapter 3, Section 3-3-25, "Prohibition of Video Gaming".
 - (d) Chapter 6, "Garage Sales".
 - (e) Chapter 8, "Massage Businesses and Services".
2. Title 4:
 - (a) Chapter 1, "Darien Building Code".
 - (b) Chapter 3, "Sign Code".
3. Title 5A, "Zoning Regulations".
4. Title 5B, "Subdivision Regulations".
5. Title 6B:
 - (a) Chapter 1, "Storm Water and Floodplain Management".
 - (b) Chapter 3, "Street and Right of Way Regulations".
 - (c) Chapter 5, "Construction of Utility Facilities in the Public Rights Of Way".
6. Title 6C, "Water Division".
7. Title 7, "Health and Sanitation".
8. Title 8, "Police Regulations".
9. Title 9, "Traffic Regulations".
10. Such other city ordinances and code provisions as the mayor and city council may from time to time designate.

(B) The provisions of this chapter shall apply to administrative adjudication proceedings to the extent that they are not inconsistent with the provisions of this code which set forth specific procedures for the administrative adjudication of particular code provisions. (Ord. 0-11-11, 5-16-2011)

9-7-2: ADMINISTRATIVE HEARING PROCEDURES NOT EXCLUSIVE

The provisions of this chapter shall not preclude the city from using other methods or proceedings to enforce and adjudicate the code or other ordinances of the city, including, without limitation, the institution of an action in the DuPage County circuit court or the United States district court for the northern district of Illinois, or any administrative proceeding. (Ord. 0-11-11, 5-16-2011)

9-7-3: ADMINISTRATIVE COMPOSITION

The administrative hearing system shall provide for one or more hearing officers, all with the power, authority and limitations set forth in this chapter. (Ord. 0-11-11, 5-16-2011)

9-7-4: HEARING OFFICER

- (A) Appointment: The city administrator shall appoint one or more qualified hearing officers to perform the functions set forth in this section.
- (B) Independent Contractor: A hearing officer shall be employed as an independent contractor of the city and shall not be considered an employee of the city. A hearing officer may be removed, with or without cause, by the city administrator.
- (C) Qualifications: To qualify as a hearing officer, an individual must:
1. Be an attorney licensed to practice law in the state of Illinois for at least three (3) years;
 2. Be in good standing with the Illinois Supreme Court attorney registration and disciplinary commission;
 3. Complete a formal training program approved by the city administrator and the city attorney consisting of:
 - (a) Instruction on the rules of procedure of the administrative hearings which he/she will conduct;
 - (b) Orientation to each subject area of this code that will be adjudicated;
 - (c) Observation of administrative hearings; and
 - (d) Participation in hypothetical cases, including ruling on evidence and issuing final orders.
- (D) Compensation: Authorization for compensation for a hearing officer shall be made by the mayor and city council through the city's annual budget process. Compensation shall be determined by the city administrator within approved budget limitations.
- (E) Authority and Powers: Hearing officers shall have all powers necessary to conduct fair and impartial hearings including, but limited to, the power to:
1. Hold conferences for the settlement or simplification of the issues;
 2. Administer oaths and affirmations;
 3. Hear testimony and accept evidence that is relevant to the allegation of the violation;
 4. Issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;

5. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing;
6. Issue a determination, based on the evidence presented at the hearing, of whether the violation occurred or exists. The determination shall be in writing and shall include a written finding of fact, decision, and order including the fine, penalty, or action with which the defendant must comply; and
7. Impose penalties consistent with the applicable code provisions and assess costs upon finding a party liable for the charged violation as set forth in this chapter. (Ord. 0-11-11, 5-16-2011)

9-7-5: VIOLATION NOTICE

- (A) A notice of violation ("violation notice") shall be issued by the persons authorized under this chapter. The violation shall be verified and shall contain, but shall not be limited to, the following information:
1. The name of the party violating the code or city ordinance;
 2. The date and time the violation was observed;
 3. The particular ordinance or code violation violated;
 4. The name of any witness to the violation;
 5. The signature and identification number, if applicable, of the person issuing the notice; and
 6. The date and location of the administrative hearing on the violation(s), the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.
- (B) The correctness of facts contained in any violation notice shall be verified by the person issuing said notice by:
1. Signing his/her name to the notice at the time of issuance; or
 2. In the case of a notice produced by a computer device, by signing a single certificate, to be kept by the records department of the Darien police department, attesting to the correctness of all notices produced by the device while under his/her control.
- (C) All **police** officers, as well as other specifically authorized individuals of any department of the city, shall have the authority to issue violation notices.
- (D) Any individual authorized to issue violation notices who detects a violation, is authorized to issue a violation notice thereof and shall serve the violation notice in the manner set forth in section 9-7-6 of this chapter or as otherwise set forth in this code.
- (E) Any violation notice issued, signed and served in accordance herewith, or a copy of the notice, shall be prima facie evidence of the correctness of the facts shown on the notice.

- (F) The records department of the Darien police department shall retain the original or a facsimile of the violation notice and keep it as a record in the ordinary course of business.
- (G) The violation notice or a copy thereof shall be admissible in any subsequent administrative or judicial proceeding to the extent permitted by law. (Ord. 0-11-11, 5-16-2011)

9-7-6: SERVICE OF NOTICE

- (A) Service of any violation notice shall be made as follows:
1. If present, handing the notice to the subject of the action (e.g. registered vehicle owner, ~~operator or lessee of the vehicle~~, home / business owner).
 2. If the subject of the action is not present and the violation is a parking violation, the notice may be left with the vehicle.
 3. If the subject of the action is not present and the violation is not a parking violation, the notice may be posted at the front entrance. If posted at the front entrance the person issuing the ordinance violation shall take a picture of the posting.
 4. Mailing the notice by certified mail to the subject of the action ~~registered owner, operator or lessee of the vehicle.~~
- (B) If service of notice is provided by mail for any violation notice or for any hearing notice, said service shall be deemed sent and shall be complete on the date the notice is deposited, postage prepaid, in the United States mail. The counting of any time period as set forth in this code shall begin to run on the date the notice is deposited, postage prepaid, in the United States mail. (Ord. 0-11-11, 5-16-2011)

9-7-7: HEARINGS

All hearings conducted under the administrative hearing system shall be conducted by a hearing officer and shall be conducted in accordance with the following rules and procedures:

- (A) A record of the hearing shall be made by tape recording or other appropriate means.
- (B) The parties may be represented by counsel, present witnesses, and cross examine opposing witnesses.
- (C) The hearing officer may grant continuances only upon a finding of good cause.
- (D) All testimony shall be given under oath or affirmation.
- (E) Parties may request the hearing officer to issue, and the hearing officer shall have the authority to issue, subpoenas to direct the attendance and testimony of relevant witnesses and produce relevant documents.

- (F) The formal and technical rules of evidence shall not apply. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- (G) In a hearing on the propriety of impoundment of a motor vehicle, any sworn or affirmed report that: 1) is prepared in the performance of a law enforcement officer's duties; and 2) sufficiently describes the circumstances leading to the impoundment, shall be admissible evidence of the motor vehicle owner's liability, unless rebutted by clear and convincing evidence.
- (H) Each hearing shall culminate in a determination of liability or non-liability by the hearing officer or a determination of liability based upon the failure of the defendant to appear at the hearing.
- (I) The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with this code. In addition, the hearing officer shall have the discretion to assess costs upon finding the defendant liable for the charged violation. In no event shall the hearing officer have the authority to: 1) impose a penalty of incarceration; or 2) impose a fine in excess of one thousand dollars (\$1,000.00) for a violation.
- (J) The maximum monetary fine imposed under this code shall be exclusive of costs of enforcement or costs incurred by the city to secure compliance with the city code or ordinances, and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the city. (Ord. 0-11-11, 5-16-2011)

9-7-8: JUDICIAL REVIEW

- (A) For violations where a predetermined fine is established by ordinance (e.g. Parking Violation), the subject of the action may appeal the violation to the Hearing Officer.
- (B) Any final decision by a hearing officer that a violation does or does not exist shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois administrative review law¹. (Ord. 0-11-11, 5-16-2011)

9-7-9: DEBT TO THE CITY

Any fine, penalty or part of any fine or penalty assessed in accordance with the provisions of this code and remaining unpaid after the exhaustion of, or the failure to exhaust, administrative procedures under this chapter and the conclusion of any judicial review procedures, shall be a debt due and owing the city, and, as such may be collected in accordance with applicable law. (Ord. 0-11-11, 5-16-2011)

9-7-10: ENFORCEMENT OF JUDGMENTS

- (A) After expiration of the period in which judicial review under the Illinois administrative review law may be sought for a final determination of a code violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the hearing

officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

- (B) In any case in which a defendant has failed to comply with a judgment imposing any fine or sanction as a result of a code violation, any expenses incurred by the city to enforce the judgment, including, but not limited to, attorney fees, and court costs, after they are fixed by a court of competent jurisdiction or a hearing officer, shall be a debt due and owing the city and may be collected in accordance with applicable law. Prior to any expenses being fixed by a hearing officer pursuant to this subsection, the city shall provide notice to the defendant that states that the defendant shall appear at a hearing before the administrative hearing officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such hearing, which shall not be less than seven (7) days from the date that notice is served. If notice is served by mail, the seven (7) day period shall begin to run on the date that the notice was deposited in the mail.
- (C) Upon being recorded in the manner required by the Illinois code of civil procedure, 735 Illinois Compiled Statutes 5/12-101 et seq., a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the city under this section. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.
- (D) A hearing officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed within twenty one (21) days after the issuance of the order of default, if the hearing officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner established that the city did not provide proper service of process. If any judgment is set aside pursuant to this subsection, the hearing officer shall have the authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the city as a result of the vacated default judgment. (Ord. 0-11-11, 5-16-2011)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: 735 ILCS 5/3-101 et seq.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE UPDATING TITLE 9, TRAFFIC
REGULATIONS, CHAPTER 7, "ADMINISTRATIVE
HEARING SYSTEM" OF THE CITY
OF DARIEN CITY CODE**

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE CITY OF DARIEN

THIS 7th DAY OF JUNE, 2021

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this 7th
day of June 2021.**

ORDINANCE NO. _____

**AN ORDINANCE UPDATING TITLE 9, TRAFFIC REGULATIONS, CHAPTER
7, "ADMINISTRATIVE HEARING SYSTEM" OF THE CITY
OF DARIEN CITY CODE**

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

WHEREAS, the Police and Community Development departments are working to update enforcement of ordinances; and

WHEREAS, a portion of Chapter 7 of Title 9 of the Darien City Code needs to more clearly define service of notice (9-7-6) and provide for due process when a subject of an action wants to contest a violation (9-7-8);

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

SECTION 1: That Chapter 7 of Title 9 of the Darien City Code be deleted and the text in [Exhibit A](#) be inserted in its stead.

SECTION 2: 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 (h) legislate in a manner or regarding a matter not delegated to municipalities by state law.

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

ORDINANCE NO. _____

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 7th day of June, 2021.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE
COUNTY, ILLINOIS, this 7th day of June, 2021.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Chapter 7
ADMINISTRATIVE HEARING SYSTEM

- 9-7-1: ADMINISTRATIVE HEARING SYSTEM ESTABLISHED
- 9-7-2: ADMINISTRATIVE HEARING PROCEDURES NOT EXCLUSIVE
- 9-7-3: ADMINISTRATIVE COMPOSITION
- 9-7-4: HEARING OFFICER
- 9-7-5: VIOLATION NOTICE
- 9-7-6: SERVICE OF NOTICE
- 9-7-7: HEARINGS
- 9-7-8: JUDICIAL REVIEW
- 9-7-9: DEBT TO THE CITY
- 9-7-10 ENFORCEMENT OF JUDGMENTS

9-7-1: ADMINISTRATIVE HEARING SYSTEM ESTABLISHED

(A) There is hereby established and created within the city an administrative hearing system to enforce and adjudicate violations of the following chapters of this code, as the same has been, and may, from time to time hereafter be amended:

1. Title 3:
 - (a) Chapter 2, "Peddlers and Solicitors".
 - (b) Chapter 3, Section 3-3-19, "Sales to Minors".
 - (c) Chapter 3, Section 3-3-25, "Prohibition of Video Gaming".
 - (d) Chapter 6, "Garage Sales".
 - (e) Chapter 8, "Massage Businesses and Services".
2. Title 4:
 - (a) Chapter 1, "Darien Building Code".
 - (b) Chapter 3, "Sign Code".
3. Title 5A, "Zoning Regulations".
4. Title 5B, "Subdivision Regulations".
5. Title 6B:
 - (a) Chapter 1, "Storm Water and Floodplain Management".
 - (b) Chapter 3, "Street and Right of Way Regulations".
 - (c) Chapter 5, "Construction of Utility Facilities in the Public Rights Of Way".
6. Title 6C, "Water Division".
7. Title 7, "Health and Sanitation".
8. Title 8, "Police Regulations".
9. Title 9, "Traffic Regulations".
10. Such other city ordinances and code provisions as the mayor and city council may from time to time designate.

(B) The provisions of this chapter shall apply to administrative adjudication proceedings to the extent that they are not inconsistent with the provisions of this code which set forth specific procedures for the administrative adjudication of particular code provisions. (Ord. 0-11-11, 5-16-2011)

9-7-2: ADMINISTRATIVE HEARING PROCEDURES NOT EXCLUSIVE

The provisions of this chapter shall not preclude the city from using other methods or proceedings to enforce and adjudicate the code or other ordinances of the city, including, without limitation, the institution of an action in the DuPage County circuit court or the United States district court for the northern district of Illinois, or any administrative proceeding. (Ord. 0-11-11, 5-16-2011)

9-7-3: ADMINISTRATIVE COMPOSITION

The administrative hearing system shall provide for one or more hearing officers, all with the power, authority and limitations set forth in this chapter. (Ord. 0-11-11, 5-16-2011)

9-7-4: HEARING OFFICER

- (A) Appointment: The city administrator shall appoint one or more qualified hearing officers to perform the functions set forth in this section.
- (B) Independent Contractor: A hearing officer shall be employed as an independent contractor of the city and shall not be considered an employee of the city. A hearing officer may be removed, with or without cause, by the city administrator.
- (C) Qualifications: To qualify as a hearing officer, an individual must:
1. Be an attorney licensed to practice law in the state of Illinois for at least three (3) years;
 2. Be in good standing with the Illinois Supreme Court attorney registration and disciplinary commission;
 3. Complete a formal training program approved by the city administrator and the city attorney consisting of:
 - (a) Instruction on the rules of procedure of the administrative hearings which he/she will conduct;
 - (b) Orientation to each subject area of this code that will be adjudicated;
 - (c) Observation of administrative hearings; and
 - (d) Participation in hypothetical cases, including ruling on evidence and issuing final orders.
- (D) Compensation: Authorization for compensation for a hearing officer shall be made by the mayor and city council through the city's annual budget process. Compensation shall be determined by the city administrator within approved budget limitations.
- (E) Authority and Powers: Hearing officers shall have all powers necessary to conduct fair and impartial hearings including, but limited to, the power to:
1. Hold conferences for the settlement or simplification of the issues;
 2. Administer oaths and affirmations;
 3. Hear testimony and accept evidence that is relevant to the allegation of the violation;
 4. Issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;

5. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing;
6. Issue a determination, based on the evidence presented at the hearing, of whether the violation occurred or exists. The determination shall be in writing and shall include a written finding of fact, decision, and order including the fine, penalty, or action with which the defendant must comply; and
7. Impose penalties consistent with the applicable code provisions and assess costs upon finding a party liable for the charged violation as set forth in this chapter. (Ord. 0-11-11, 5-16-2011)

9-7-5: VIOLATION NOTICE

- (A) A notice of violation ("violation notice") shall be issued by the persons authorized under this chapter. The violation shall be verified and shall contain, but shall not be limited to, the following information:
1. The name of the party violating the code or city ordinance;
 2. The date and time the violation was observed;
 3. The particular ordinance or code violation violated;
 4. The name of any witness to the violation;
 5. The signature and identification number, if applicable, of the person issuing the notice; and
 6. The date and location of the administrative hearing on the violation(s), the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.
- (B) The correctness of facts contained in any violation notice shall be verified by the person issuing said notice by:
1. Signing his/her name to the notice at the time of issuance; or
 2. In the case of a notice produced by a computer device, by signing a single certificate, to be kept by the records department of the Darien police department, attesting to the correctness of all notices produced by the device while under his/her control.
- (C) All police officers, as well as other specifically authorized individuals of any department of the city, shall have the authority to issue violation notices.
- (D) Any individual authorized to issue violation notices who detects a violation, is authorized to issue a violation notice thereof and shall serve the violation notice in the manner set forth in section 9-7-6 of this chapter or as otherwise set forth in this code.
- (E) Any violation notice issued, signed and served in accordance herewith, or a copy of the notice, shall be prima facie evidence of the correctness of the facts shown on the notice.

- (F) The records department of the Darien police department shall retain the original or a facsimile of the violation notice and keep it as a record in the ordinary course of business.
- (G) The violation notice or a copy thereof shall be admissible in any subsequent administrative or judicial proceeding to the extent permitted by law. (Ord. 0-11-11, 5-16-2011)

9-7-6: SERVICE OF NOTICE

- (A) Service of any violation notice shall be made as follows:
 1. If present, handing the notice to the subject of the action (e.g. registered vehicle owner, operator or lessee of the vehicle, home / business owner).
 2. If the subject of the action is not present and the violation is a parking violation, the notice maybe left with the vehicle.
 3. If the subject of the action is not present and the violation is not a parking violation, the notice maybe posted at the front entrance. If posted at the front entrance the person issuing the ordinance violation shall take a picture of the posting.
 4. Mailing the notice by certified mail to the subject of the action registered owner, operator or lessee of the vehicle.
- (B) If service of notice is provided by mail for any violation notice or for any hearing notice, said service shall be deemed sent and shall be complete on the date the notice is deposited, postage prepaid, in the United States mail. The counting of any time period as set forth in this code shall begin to run on the date the notice is deposited, postage prepaid, in the United States mail. (Ord. 0-11-11, 5-16-2011)

9-7-7: HEARINGS

All hearings conducted under the administrative hearing system shall be conducted by a hearing officer and shall be conducted in accordance with the following rules and procedures:

- (A) A record of the hearing shall be made by tape recording or other appropriate means.
- (B) The parties may be represented by counsel, present witnesses, and cross examine opposing witnesses.
- (C) The hearing officer may grant continuances only upon a finding of good cause.
- (D) All testimony shall be given under oath or affirmation.
- (E) Parties may request the hearing officer to issue, and the hearing officer shall have the authority to issue, subpoenas to direct the attendance and testimony of relevant witnesses and produce relevant documents.

- (F) The formal and technical rules of evidence shall not apply. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- (G) In a hearing on the propriety of impoundment of a motor vehicle, any sworn or affirmed report that: 1) is prepared in the performance of a law enforcement officer's duties; and 2) sufficiently describes the circumstances leading to the impoundment, shall be admissible evidence of the motor vehicle owner's liability, unless rebutted by clear and convincing evidence.
- (H) Each hearing shall culminate in a determination of liability or non-liability by the hearing officer or a determination of liability based upon the failure of the defendant to appear at the hearing.
- (I) The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with this code. In addition, the hearing officer shall have the discretion to assess costs upon finding the defendant liable for the charged violation. In no event shall the hearing officer have the authority to: 1) impose a penalty of incarceration; or 2) impose a fine in excess of one thousand dollars (\$1,000.00) for a violation.
- (J) The maximum monetary fine imposed under this code shall be exclusive of costs of enforcement or costs incurred by the city to secure compliance with the city code or ordinances, and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the city. (Ord. 0-11-11, 5-16-2011)

9-7-8: JUDICIAL REVIEW

- (A) For violations where a predetermined fine is established by ordinance (e.g. Parking Violation), the subject of the action may appeal the violation to the Hearing Officer.
- (B) Any final decision by a hearing officer that a violation does or does not exist shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois administrative review law¹. (Ord. 0-11-11, 5-16-2011)

9-7-9: DEBT TO THE CITY

Any fine, penalty or part of any fine or penalty assessed in accordance with the provisions of this code and remaining unpaid after the exhaustion of, or the failure to exhaust, administrative procedures under this chapter and the conclusion of any judicial review procedures, shall be a debt due and owing the city, and, as such may be collected in accordance with applicable law. (Ord. 0-11-11, 5-16-2011)

9-7-10: ENFORCEMENT OF JUDGMENTS

- (A) After expiration of the period in which judicial review under the Illinois administrative review law may be sought for a final determination of a code violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the hearing

officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

- (B) In any case in which a defendant has failed to comply with a judgment imposing any fine or sanction as a result of a code violation, any expenses incurred by the city to enforce the judgment, including, but not limited to, attorney fees, and court costs, after they are fixed by a court of competent jurisdiction or a hearing officer, shall be a debt due and owing the city and may be collected in accordance with applicable law. Prior to any expenses being fixed by a hearing officer pursuant to this subsection, the city shall provide notice to the defendant that states that the defendant shall appear at a hearing before the administrative hearing officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such hearing, which shall not be less than seven (7) days from the date that notice is served. If notice is served by mail, the seven (7) day period shall begin to run on the date that the notice was deposited in the mail.
- (C) Upon being recorded in the manner required by the Illinois code of civil procedure, 735 Illinois Compiled Statutes 5/12-101 et seq., a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the city under this section. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.
- (D) A hearing officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed within twenty one (21) days after the issuance of the order of default, if the hearing officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner established that the city did not provide proper service of process. If any judgment is set aside pursuant to this subsection, the hearing officer shall have the authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the city as a result of the vacated default judgment. (Ord. 0-11-11, 5-16-2011)

Footnotes - Click any footnote link to go back to its reference.

Footnote 1: 735 ILCS 5/3-101 et seq.

AGENDA MEMO
Police Committee
June 7th, 2021

ISSUE STATEMENT

A motion to approve the expenditure of budgeted funds to purchase ammunition from Kiesler's Police Supply in the amount of \$13,232.20

BACKUP

BACKGROUND/HISTORY

The police department is requesting to order ammunition requested under FYE22 budget, line item 01-40-4217. Sgt. Jump handles purchases for the firearms program and training. Kiesler Police Supply has the state contract on ammunition and therefore the sole source for our purchase. Due to a shortage of ammunition it can take up to 9 months or longer for orders to be received.

Proposals/Bids

Kiesler's Police Supply		
223	Federal American Eagle full metal jacket (500 rounds)	\$3,763.20
9mm	Speer Lawman total metal jacket (1000 rounds)	\$6,664.00
40	Speer Gold Dot duty hollow point (1000 rounds)	\$736.00
9mm	Speer Gold Dot duty Hollow point (1000 rounds)	\$676.00
223	Federal Tactical Bonded (200 rounds)	\$1,393.00
TOTAL		\$13,232.20

STAFF/COMMITTEE RECOMMENDATION

Committee recommends approval of a motion authorizing the purchase of ammunition from Kiesler's Police Supply in the amount of \$13,232.20

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the June 7th, 2021 agenda for formal Council consideration and approval.



Sales Quote

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer
DARIEN POLICE DEPARTMENT
1710 PLAINFIELD ROAD
ATTN: ROSE GONZALEZ
DARIEN, IL 60561

Ship-to Address
DARIEN POLICE DEPARTMENT
SGT AUSTIN JUMP
1710 PLAINFIELD ROAD
ATTN: ROSE GONZALEZ
DARIEN, IL 60561

Your Reference
Bill-to Customer No. L03762
Tax Registration No.

No. Q122591
Document Date May 12, 2021
Due Date June 11, 2021
Payment Terms
Payment Method
Tax Identification Type Legal Entity
Shipment Method
UPDATED FROM Q122021

Salesperson RONI
Email
Home Page
Phone No.

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	IL CONTRACT PRICES	1	EACH	0.00	0
SPEER53962	SPEER GOLD DOT 40S&W 180 GRAIN HOLLOW POINT 1000RDS/CASE 50RDS/BOX	2	CASE	368.00	736
SPEER53619	SPEER GOLD DOT 9MM 147 GRAIN HOLLOW POINT 1000RDS/CASE, 50RDS/BOX	2	CASE	338.00	676
FEDELE223T1	FEDERAL TACTICAL BONDED 223 55 GRAIN BONDED SOFT POINT *LAW ENFORCEMENT ONLY* 200RDS/CASE	7	CASE	199.00	1,393
KIESLER NOTE	STANDARD SHIPPING IS FREE; SERVICES REQUESTED AT DELIVERY MAY BE SUBJECT TO A SEPARATE CHARGE FROM THE CARRIER.	1	EACH	0.00	0
Amount Subject to Sales Tax				0.00	
Amount Exempt from Sales Tax				2,805.00	
Subtotal					2,805.00
Total Tax					0.00
Total \$ Incl. Tax					2,805.00
Tax Amount					0.00

KIESLER POLICE SUPPLY FFL# 4-35-019-11-1M-08220

RETURNED GOODS POLICY

No returned goods will be accepted without prior consent. Any packages returned without properly displaying a return authorization number will be refused. Returns subject to up to 25% restocking fee

DEFECTIVE MERCHANDISE POLICY

We are not a warranty repair station for any manufacturer. Returns of defective merchandise must be made directly to the manufacturer for repair or replacement.

DAMAGED GOODS POLICY

Claims of shortages or damaged shipments must be made immediately upon receipt of shipment.



Order Confirmation

KIESLER POLICE SUPPLY
2802 SABLE MILL RD
JEFFERSONVILLE, IN 47130

Bill-to Customer
DARIEN POLICE DEPARTMENT
1710 PLAINFIELD ROAD
ATTN: ROSE GONZALEZ
DARIEN, IL 60561

Ship-to Address
DARIEN POLICE DEPARTMENT
SGT AUTSTIN JUMP
1710 PLAINFIELD ROAD
DARIEN, IL 60561

External Document No. DEPT PURCHASE /
AMMUNITION

Bill-to Customer No. L03762

Tax Registration No.

Salesperson CRAIG

Email

Home Page

Phone No.

Order No. SO154722

Quote No. Q118623

Document Date January 14, 2021

Due Date February 13, 2021

Payment Terms

Payment Method

Tax Identification Type Legal Entity

STATE BID AMMUNITION CONTRACT

No.	Description	Quantity	Unit of Measure	Unit Price Excl. Tax	Line Amount Excl. Tax
KIESLER NOTE	IL CONTRACT PRICES	1	EACH	0.00	0
SPEER53620	SPEER LAWMAN 9MM 147 GRAIN TOTAL METAL JACKET FLAT NOSE, 1000RDS/CASE, 50RDS/BOX CHARH-IL (DROP SHIP)	35	CASE	190.40	6,664
FEDEAE223	FEDERAL AMERICAN EAGLE 223REM 55 GRAIN FULL METAL JACKET BOATTAIL 500RDS/CASE, 20RDS/BOX CRLOT-IL (DROP SHIP)	24	CASE	156.80	3,763.2
KIESLER NOTE	STANDARD SHIPPING IS FREE; SERVICES REQUESTED AT DELIVERY (LIFT GATE, INSIDE DELIVERY, ETC.) MAY BE SUBJECT TO A SEPARATE CHARGE FROM THE CARRIER.	1	EACH	0.00	0

Amount Subject to Sales Tax	0.00	Subtotal	10,427.20
Amount Exempt from Sales Tax	0.00	Invoice Discount	0.00
		Total Tax	0.00
		Total USD Incl. Tax	10,427.20
		Tax Amount	0.00

AGENDA MEMO
City Council
June 7, 2021

ISSUE STATEMENT

A motion approving the payment of annual dues for the Darien Police Department participation with the DuPage Metropolitan Enforcement Group (DUMEG) using State Drug Forfeiture funds in the amount of \$17,680.

BACKUP

BACKGROUND/HISTORY

This item is included in the FYE22 budget for the amount of \$17,680 and will be taken from State Drug Forfeiture funds. The City, through its police department, participates in a county-wide drug enforcement task force managed by the Illinois State Police. The DuPage Metropolitan Enforcement Group (DUMEG) is staffed and funded by its member agencies within the county. The Darien Police Department is not a manpower contributor to DUMEG, but rather a fair share contributor. The fair share calculation is \$520 per authorized officer (34) for a total financial contribution of \$17,680.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, the committee recommends that the City approve the annual dues payment for DUMEG in the amount of \$17,680.

ALTERNATE CONSIDERATION

As directed

DECISION MODE

This item will be placed on the June 7, 2021, City Council Agenda for formal Council approval.

MEMO



DU PAGE METROPOLITAN ENFORCEMENT GROUP

March 12, 2021

Chief Greg Thomas
Darien Police Department
1710 Plainfield Road
Darien, IL 60561

Dear Chief Thomas:

As approved by the DuPage MEG Policy Board your "Fair Share" contributions for FY22 to DuPage MEG is \$17,680.00.

This figure is based upon \$520 per authorized officer, as approved by the DuPage MEG Policy Board.

Please send your contribution directly to DUMEG by July 31, 2021 so that proper budgeting for FY22 may be implemented.

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

Sincerely,

Director Timothy P. Hayden
Chairman, DuPage MEG

DUMEG

P.O. BOX 162 • CLARENDON HILLS, ILLINOIS 60514-0162
VOICE: 630 - 325 - 4784 FAX: 630 - 325 - 4762

AGENDA MEMO
City Council
June 7, 2021

ISSUE STATEMENT

Approval of a resolution accepting a Storm Sewer Easement from the following property:

1022 Hinsbrook Ave 09-22-302-027

RESOLUTION

BACKGROUND/HISTORY

The property owners' at 1022 Hinsbrook Avenue have agreed to grant a storm sewer easement to the City in anticipation of an upcoming rear yard drainage project. The scope of work includes installing an under drain pipe through the proposed side yard easement of the participating property and connect to a storm sewer structure located on Hinsbrook Avenue. The easement is required to install a drain-tile pipe to rid the rear yard area of nuisance ponding and provide positive drainage.

Staff has reached out to the residents for a storm sewer easement to be dedicated only to the City of Darien. The plat requires City Council approval and will be recorded by DuPage County. The following residents have agreed to dedicate a storm sewer easement as per the attached Plat of Easement labeled as [Exhibit A](#):

1022 Hinsbrook Ave 09-22-302-027

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends acceptance of a Storm Sewer Easement from the property listed above.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be on the June 7, 2021 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM
THE FOLLOWING PROPERTY: 1022 HINSBROOK AVENUE 09-22-302-027**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a Storm Sewer Easement from the following property: 1022 Hinsbrook Avenue 09-22-302-027, a copy of which is attached here to 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 7th day of June, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 7th day of June, 2021.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

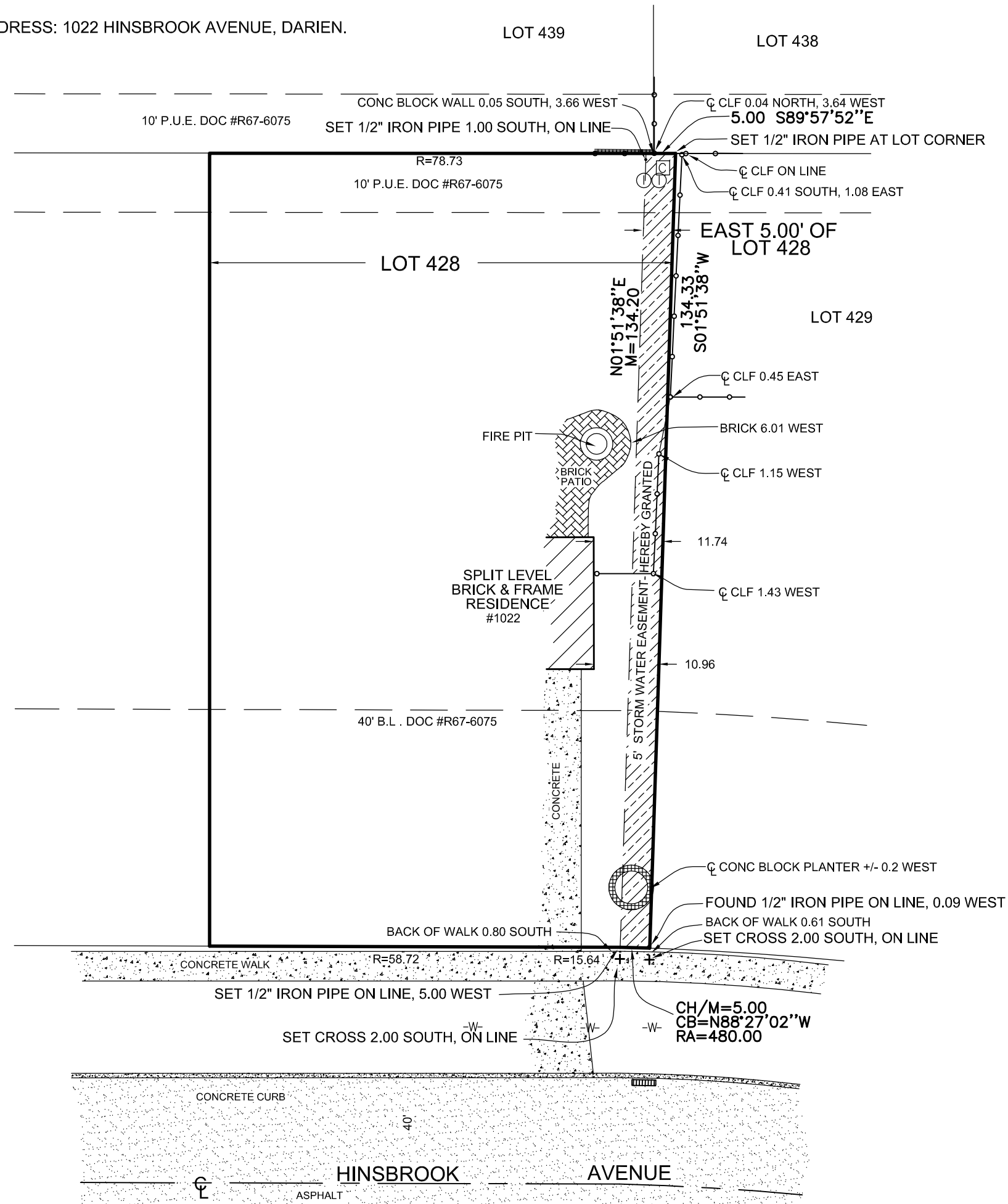
SCHOMIG LAND SURVEYORS, LTD.

PLAT OF GRANT OF STORM WATER EASEMENT

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

THE EAST 5.0 FEET OF LOT 428 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT R67-6075, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 1022 HINSBROOK AVENUE, DARIEN.



OWNERS CERTIFICATE
 1022 HINSBROOK AVENUE DARIEN.
 PIN 09-22-302-027

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss.

WE, JOSEPH & C. HOLZMAN, DO HEREBY CERTIFY WE ARE THE OWNERS, OF THE PROPERTY DESCRIBED AS:

LOT 428 IN HINSBROOK UNIT 5, BEING A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 2, 1967 AS DOCUMENT R67-6075, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR STORM WATER DRAINAGE PURPOSES DESCRIBED AS THE EAST 5 FEET OF LOT 428 AS DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.

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

OWNER: _____
 JOSEPH HOLZMAN

OWNER: _____
 C. HOLZMAN

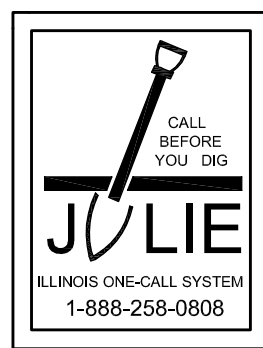
OWNERS NOTARY
 1022 HINSBROOK AVENUE, DARIEN.
 PIN 09-22-302-027

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JOSEPH AND C. HOLZMAN ARE PERSONALLY KNOWN BY ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED OWNERSHIP OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNERS, HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF STORM WATER DRAINAGE EASEMENT TO BE PREPARED AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR USES AND THE PURPOSES AFORESAID.

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

BY: _____
 NOTARY PUBLIC.



- LEGEND
- M. = MEASURED DIMENSION
 - R. = RECORDED DIMENSION
 - CL = CENTER LINE
 - B.L. = BUILDING LINE
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - C.L.F. = CHAIN LINK FENCE
 - ⊠ = CABLE TV PEDESTAL
 - ⊙ = IBT PEDESTAL
 - W- = WATER FLAG/PAINT MARK
 - ▬ = INLET

STATE OF ILLINOIS)
 COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

BY: Russell W. Schomig
 PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



SURVEY DATE: APRIL 24TH, 2021.

ORDERED BY: CITY OF DARIEN

FILE: 211110.CRD

PLAT NUMBER: 211110-E & H26-153

SCALE: 1" = 20'

AGENDA MEMO
City Council
June 7, 2021

ISSUE STATEMENT

Approval of a resolution accepting a Storm Sewer Easement from the following property:

522 69th Street 09-22-409-036

RESOLUTION

BACKGROUND/HISTORY

The property owners' at 522 69th Street have agreed to grant a storm sewer easement to the City in anticipation of an upcoming rear yard drainage project. The scope of work includes installing an under drain pipe through the proposed side yard easement of the participating property and connect to a storm sewer structure located on 69th Street. The easement is required to install a drain-tile pipe to rid the rear yard area of nuisance ponding and provide positive drainage.

Staff has reached out to the residents for a storm sewer easement to be dedicated only to the City of Darien. The plat requires City Council approval and will be recorded by DuPage County. The following residents have agreed to dedicate a storm sewer easement as per the attached Plat of Easement labeled as [Exhibit A](#):

522 69th Street 09-22-409-036

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends acceptance of a Storm Sewer Easement from the property listed above.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be on the June 7, 2021 City Council agenda for formal consideration.



RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A STORM SEWER EASEMENT FROM
THE FOLLOWING PROPERTY: 522 69th STREET 09-22-409-036**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and
City Clerk to accept a Storm Sewer Easement from the following property: 522 69th Street 09-22-
409-036, a copy of which is attached here to 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 7th day of June, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS**, this 7th day of June, 2021.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



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

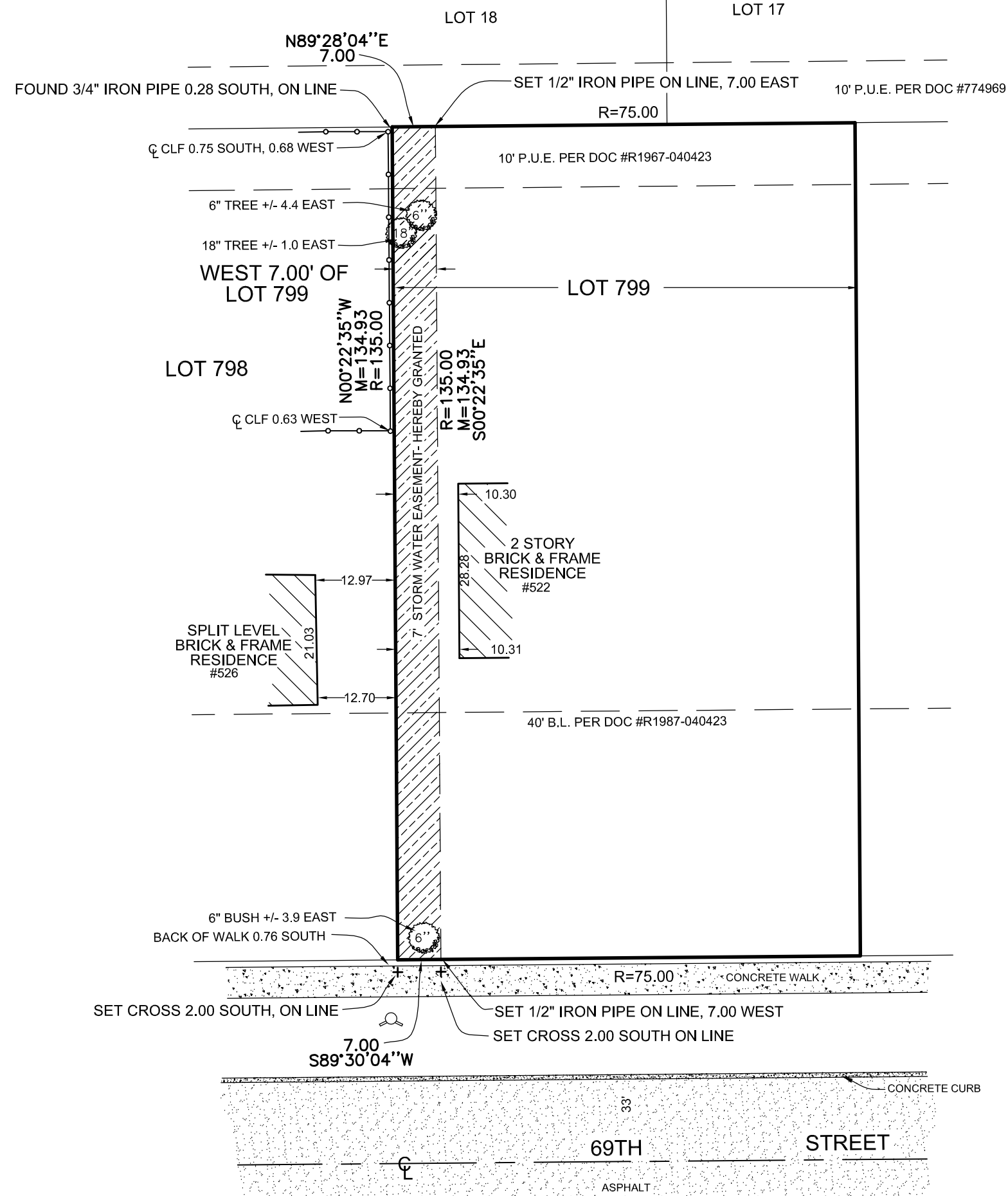
SCHOMIG LAND SURVEYORS, LTD.

PLAT OF GRANT OF STORM WATER EASEMENT

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

THE WEST 7.00 FEET OF LOT 799 IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, AND RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT R67-40423 AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT R68-759, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 522 69TH STREET, DARIEN.



OWNERS CERTIFICATE
 522 69TH STREET, DARIEN.
 PIN #09-22-409-036

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss.

WE, JIE & HUA ZHU LI, DO HEREBY CERTIFY WE ARE THE OWNERS, OF THE PROPERTY DESCRIBED AS:

LOT 799 IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, AND RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT R67-40423 AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT R68-759, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF EASEMENT TO THE CITY OF DARIEN, FOR STORM WATER AND DRAINAGE PURPOSES DESCRIBED AS THE WEST 7.0 FEET OF LOT 799 AS DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

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

OWNER: _____
 JIE LI

OWNER: _____
 HUA ZHU LI

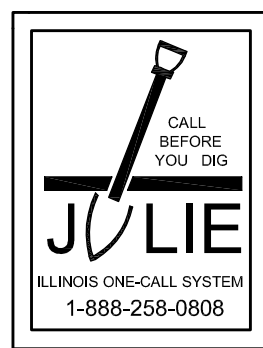
OWNERS NOTARY
 522 69TH STREET, DARIEN.
 PIN #09-22-409-036

STATE OF ILLINOIS)
 COUNTY OF DU PAGE) ss.

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT JIE & HUA ZHU LI ARE PERSONALLY KNOWN BY ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THEY ARE THE OWNERS OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNERS, HAVE CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF STORM WATER AND DRAINAGE EASEMENT TO BE PREPARED AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR USES AND THE PURPOSES AFORESAID.

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

BY: _____
 NOTARY PUBLIC.



- LEGEND
- M. = MEASURED DIMENSION
 - R. = RECORDED DIMENSION
 - CL = CENTER LINE
 - B.L. = BUILDING LINE
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - ☉ = FIRE HYDRANT

STATE OF ILLINOIS)
 COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



SURVEY DATE: APRIL 24TH, 2021

ORDERED BY: CITY OF DARIEN

FILE: 982054.CRD

PLAT NUMBER: 211109-E & H26-152

SCALE: 1" = 20'

BY: Russell W. Schomig
 PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

AGENDA MEMO**City Council****June 7, 2021****ISSUE STATEMENT**

Approval of a resolution authorizing the purchase of one (1) new Stepp SPHOJ-3.0 (4 ton) dump style pothole patching trailer oil jacketed with auger discharge hot box, to replace unit 321, from Bonnell Industries Inc. in an amount not to exceed \$61,994.00.

RESOLUTION**BACKGROUND/HISTORY**

The asphalt trailer up for replacement is a 2010 Spaulding trailer that received a 76.00 rating see [Attachment A](#). The City asphalt kettle is rusted and unable to be cleaned properly due to holes and corrosion. The condition of the burner and temp sensor make it difficult to keep a consistent temperature to keep asphalt hot enough to patch the road. The unit has had the combustion chamber rust out and replaced, the flame injection jet and various gaskets within the burner unit replaced. The Street and Water departments need a means of keeping asphalt hot while working multiple City locations of roads, aprons, parking lots, potholes and utility cuts. The dump style patcher is used to heat and reclaim both hot and cold mix materials and apply them to various repairs. This new unit has an increased capacity of 4 ton and is equipped with internal jacket oil lines which would heat asphalt more uniformly improving efficiency and results. The unit would be capable of plugging into an electrical 240 outlet in the Public Works building to keep unused material hot for the following day, reducing waste and improving efficiency.

The Stepp 4 ton oil jacketed, auger discharge hot box base unit includes diesel burner, automatic temperature controls, oil jacketed heat, auger delivery, hydraulic top doors, diesel engine, engine enclosure, electric brakes and a two light system. It will be purchased from and delivered to Bonnell Industries Inc., through the National Cooperative Purchasing Alliance (NCPA) contract #080818. See [Attachment B](#).

The FY21/22 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 21/22 BUDGET	EXPENDITURE	BALANCE
01-30-4815	Equipment-Asphalt box	\$ 62,000.00	\$ 45,486.00	\$ 16,514.00
01-30-4815	Equipment-Trailer	N/A	\$ 15,203.00	\$ 1,311.00
01-30-4815	Freight	N/A	\$ 1,305.00	\$ 6.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the purchase of one (1) new Stepp SPHOJ-3.0 (4 ton) dump style pothole patching trailer oil jacketed with auger discharge hot box, to replace unit 321, from Bonnell Industries Inc. in an amount not to exceed \$61,994.00.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 7, 2021, City Council agenda for formal consideration.

MEMO

Asphalt Trailer

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	321	DEPARTMENT	Street	DATE	10-31-20
MODEL YEAR	2010	MODEL	Spaulding RmyRS	MAXIMUM POINTS	20
CURRENT MILEAGE		CURRENT HOURS	None	VEHICLE SCORE	20
AGE					
	Department	Street			
	Life Expectancy	15			
	Age as of Report Date	10			
	AGE: Meets Requirements		20		20
USAGE					
	MILES				
	HOURS	None			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY				
	USAGE: Meets Requirements		20		20
TYPE OF SERVICE					
	1-LIGHT DUTY				
	10-CRITICAL DUTY				
	SERVICE: Meets Requirements		15		6
RELIABILITY					
	RELIABILITY: Frequency or Visits for Service				
	RELIABILITY: Meets Requirements		15		11
MAINTENANCE AND REPAIR COSTS					
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class				
	ORIGINAL PURCHASE PRICE	17,945.00			
	LIFE TO DATE REPAIR COST	446.26			
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	2.49%			

UNIT NO	321	DEPARTMENT		DATE	
MODEL YEAR		MODEL			
CURRENT MILEAGE		CURRENT HOURS			
			MAXIMUM POINTS	VEHICLE SCORE	
PERCENTAGES OF REPAIR POINTS	POINTS				
1 THROUGH 20	2				
21 THROUGH 40	4				
41 THROUGH 60	6				
61 THROUGH 80	8				
81 THROUGH 100	10				
	REPAIRS: Meets Requirements		10	2	
CONDITION:					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)				
	CONDITION: Meets Requirements		15	10	
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5	5	
TOTAL POINTS			100	76	

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
321: 2010 SPAULDING RMVRS - 2TD - DUMP 4S9PD1928AM097638										
	0000030419	(off)	01/03							
	06-35: BATTERY			02/12/14	01/01	002		\$109.95	\$15.00	1.00
	0000030878	(off)	01/03							
	04-11: AXEL FRONT			05/01/15	01/01	002		\$76.95	\$60.00	4.00
	0000031236	(off)	01/03							
	02-17: TIRES,TUBES,ETC			02/01/17	01/01	002		\$259.36	\$30.00	2.00
						Equipment - 321	Total	<u>\$446.26</u>	<u>\$105.00</u>	<u>7.00</u>
							Grand Total	<u><u>\$446.26</u></u>	<u><u>\$105.00</u></u>	<u><u>7.00</u></u>

\$446.26

MEMO



Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Monday, August 3rd, 2020

Stepp Manufacturing Co., Inc.
ATTN: Scott Stepp
12325 River Rd
North Branch, MN 55056

Re: Annual Renewal of NCPA contract #05-26

Dear Scott:

Region XIV Education Service Center is happy to announce that Stepp Manufacturing Co., Inc. has been awarded an annual contract renewal for Road Way Maintenance Equipment and Supplies based on the proposal submitted to Region XIV ESC.

The contract will expire on December 31st, 2021, completing the fourth year of a possible five-year term. If your company is not in agreement, please contact me immediately.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

A handwritten signature in blue ink that reads "Shane Fields".

Shane Fields
Region XIV, Executive Director

Evaluation Criteria	Point Value	STEPP Manufacturing	KM International		
Pricing	40	38	30		
Ability to service the contract	25	20	20		
References	15	12	13		
Technology	10	9	9		
Value Added Products and Services	10	7	9		
Total	<u>100</u>	<u>86</u>	<u>81</u>	<u>0</u>	<u>0</u>



Vendors Awarded Under this Contract

STEPP Manufacturing

KM International

Evaluation Committee for Contract:

Emily Jeffrey

Matthew Mackel

Jonathan Applegate



Road Way Maintenance Equipment and Supplies

Solicitation	Company	Name	Address1	City	Region	PostalCode	Phone	Email
Road Way Maintenance Equipment and Supplies	SealMaster Denver	Doug Plott	4851 Forest St	Denver	Colorado	80222	303-328-7734	doug@sealmasterdenver.com
Road Way Maintenance Equipment and Supplies	West Texas Chapter AGC	Kimberly Terrell	P.O. Box 5365	Abilene	Texas	79605	3256767447	abilene@wtagc.org
Road Way Maintenance Equipment and Supplies	Onvia, Inc.	Source Management	509 Olive Way Suite 400	Seattle	Washington	9810	2063739500	sourcegmt@onvia.net
Road Way Maintenance Equipment and Supplies	Sheraton Austin Georgetown Hotel and Conference Center	Lindi Little	1101 Woodlawn Ave.	Georgetown	Texas	78628	737.444.2723	lindi.little@sheraton.com
Road Way Maintenance Equipment and Supplies	Stepp Manufacturing Co., Inc.	Branda N Jacobson	12325 River Road	North Branch	Minnesota	55056	6516744491	branda@steppmfg.us
Road Way Maintenance Equipment and Supplies	KM International	Michael Blake	6561 Bernie Kohler Dr	North Branch	Michigan	48461	8106881234	mblake@kminternational.com
Road Way Maintenance Equipment and Supplies	VISUAL INFOMEDIA	Siva Kumar	5C-1 VCS Nagar 1st Street, GN Mills (Post)	Coimbatore	Tennessee	641029	347 480 1475	techzone@visualinfomedia.com

Request for Proposal (RFP) for Road Way Maintenance Equipment and Supplies

Solicitation Number: 22-17

Publication Date: Thursday, October 12th, 2017

Notice to Respondent:

Submittal Deadline: Tuesday, November 14th, 2017 2:00 pm CST

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Tuesday, November 7th, 2017. All questions and answers will be posted to <http://www.ncpa.us/solicitations>.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Road Way Maintenance Equipment and Supplies for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Road Way Maintenance Equipment and Supplies, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received no later than the submittal deadline in the offices of Region 14 ESC at the address below:

**Region 14 Education Service Center
1850 Highway 351
Abilene, Texas 79601**

Immediately following the deadline, all responses will be publically opened and the respondents recorded. Any response received later than the specified deadline, whether delivered in person or mailed, will be disqualified. Faxed or electronically submitted responses cannot be accepted.

Responses must be sealed and plainly marked with the company name and the opening date and time. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided.



Competitive Solicitation by

Region 14 Education Service Center

For

Road Way Maintenance Equipment and Supplies

On behalf of itself and other Government Agencies

And made available through the

National Cooperative Purchasing Alliance

RFP # 22-17

NCPA

National Cooperative Purchasing Alliance

Introduction / Scope

- ◆ Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein “Public Agency” or collectively “Public Agencies”) is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Road Way Maintenance Equipment and Supplies.
- ◆ Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor’s products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.
- ◆ Awarded vendor(s) shall perform covered services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.
- ◆ Each service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any and all categories.
- ◆ National Cooperative Purchasing Alliance (NCPA)
 - The National Cooperative Purchasing Alliance (herein “NCPA”) assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that must comply with procurement laws and regulations.
- ◆ It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.
 - Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
 - Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
 - Combine the purchasing power of Public Agencies to achieve cost effective pricing;
 - Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

Instructions to Respondents

◆ Submission of Response

- Only sealed responses will be accepted. Faxed or electronically transmitted responses will not be accepted.
- Sealed responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

◆ Required Proposal Format

- Responses shall be provided in a three-ring binder or report cover using 8.5 x 11 paper clearly identified with the name of Respondents company and solicitation responding to on the outside front cover and vertical spine. Two (2) bound and signed copies of the proposals and Two (2) electronic copies on CD, DVD, or flash drives (i.e. pin or jump drives) shall be provided. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated.

◆ Binder Tabs

- Tab 1 – Signature Form
- Tab 2 – NCPA Administration Agreement
- Tab 3 – Vendor Questionnaire
- Tab 4 – Vendor Profile
- Tab 5 – Products and Services / Scope
- Tab 6 - References
- Tab 7 - Pricing
- Tab 8 – Value Added Products and Services
- Tab 9 – Required Documents

◆ Shipping Label

- The package must be clearly identified as listed below with the solicitation number and name of the company responding. All packaged must be sealed and delivered to the Region 14 ESC offices no later than the submittal deadline assigned for this solicitation.

From: _____

Company: _____

Address: _____

City, State, Zip: _____

Solicitation Name and Number: _____

Due Date and Time: _____

Tab 1 – Master Agreement

General Terms and Conditions

- ◆ Customer Support
 - The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

- ◆ Assignment of Contract
 - No assignment of contract may be made without the prior written approval of Region 14 ESC. Awarded vendor is required to notify Region 14 ESC when any material change in operation is made.

- ◆ Disclosures
 - Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
 - The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- ◆ Renewal of Contract
 - Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 14 ESC and the vendor.

- ◆ Funding Out Clause
 - Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:
 - Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

- ◆ Shipments (if applicable)
 - The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

- ◆ Tax Exempt Status
 - Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

- ◆ Payments
 - The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

- ◆ Adding authorized distributors/dealers
 - Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.
 - Purchase orders and payment can only be made to awarded vendor or distributors/business partners/resellers previously approved by NCPA.
 - Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.
 - All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

- ◆ Pricing
 - All pricing submitted to shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.
 - All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

- ◆ Warranty
 - Proposals should address each of the following:
 - Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
 - Availability of replacement parts
 - Life expectancy of equipment under normal use
 - Detailed information as to proposed return policy on all equipment

- ◆ Indemnity
 - The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

- ◆ Franchise Tax
 - The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- ◆ Supplemental Agreements
 - The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

- ◆ Certificates of Insurance
 - Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- ◆ Legal Obligations
 - It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- ◆ Protest
 - A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:
 - Name, address and telephone number of protester
 - Original signature of protester or its representative
 - Identification of the solicitation by RFP number
 - Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested
 - Any protest review and action shall be considered final with no further formalities being considered.

- ◆ Force Majeure
 - If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer

period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

◆ Prevailing Wage

- It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

◆ Miscellaneous

- Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

◆ Open Records Policy

- Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).
- The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region 14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Process

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

- ◆ Contract Administration
 - The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.
- ◆ Contract Term
 - The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to two (2) additional one-year terms.
- ◆ Contract Waiver
 - Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.
- ◆ Products and Services additions
 - Products and Services may be added to the resulting contract during the term of the contract by written amendment, to the extent that those products and services are within the scope of this RFP.
- ◆ Competitive Range
 - It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.
- ◆ Deviations and Exceptions
 - Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.
- ◆ Estimated Quantities
 - The estimated dollar volume of Products and Services purchased under the proposed Master Agreement is \$3 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program. There is no guarantee or commitment of any kind regarding usage of any contracts resulting from this solicitation
- ◆ Evaluation
 - Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

- ◆ Formation of Contract
 - A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process.
- ◆ NCPA Administrative Agreement
 - The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.
- ◆ Clarifications / Discussions
 - Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondents are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.
- ◆ Multiple Awards
 - Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.
- ◆ Past Performance
 - Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

Evaluation Criteria

- ◆ Pricing (40 points)
 - Electronic Price Lists
 - Products, Services, Warranties, etc. price list
 - Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

- ◆ Ability to Provide and Perform the Required Services for the Contract (25 points)
 - Product Delivery within participating entities specified parameters
 - Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
 - Vendor's ability to perform towards above requirements and desired specifications.
 - Past Cooperative Program Performance
 - Quantity of line items available that are commonly purchased by the entity.
 - Quality of line items available compared to normal participating entity standards.

- ◆ References (15 points)
 - A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years

- ◆ Technology for Supporting the Program (10 points)
 - Electronic on-line catalog, order entry use by and suitability for the entity's needs
 - Quality of vendor's on-line resources for NCPA members.
 - Specifications and features offered by respondent's products and/or services

- ◆ Value Added Services Description, Products and/or Services (10 points)
 - Marketing and Training
 - Minority and Women Business Enterprise (MWBE) and (HUB) Participation
 - Customer Service

Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name

Address

City/State/Zip

Telephone No.

Fax No.

Email address

Printed name

Position with company

Authorized signature

Tab 2 – NCPA Administration Agreement

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance (“NCPA”) and _____ (“Vendor”).

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the “Master Agreement”), for the purchase of Road Way Maintenance Equipment and Supplies;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as “public agency” or collectively, “public agencies”) may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

◆ General Terms and Conditions

- The Master Agreement, attached hereto as Tab 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Agreement including, but not limited to, the Vendor’s obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.
- Vendor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Vendor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Public Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Vendor, Region 14 ESC, or such Public Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region

14 ESC, any Public Agency or any employee of Region 14 ESC or Public Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Public Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Public Agency, or any employee of Region 14 ESC or Public Agency under this Agreement or the Master Agreement.

- The Public Agency participating in the NCPA contract and Vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the Public Agency and Vendor. NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.

◆ **Term of Agreement**

- This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

◆ **Fees and Reporting**

- The awarded vendor shall electronically provide NCPA with a detailed monthly or quarterly report showing the dollar volume of all sales under the contract for the previous month or quarter. Reports shall be sent via e-mail to NCPA offices at reporting@ncpa.us. Reports are due on the fifteenth (15th) day after the close of the previous month or quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

- Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor’s annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$30,000,000	2%
\$30,000,001 - \$50,000,000	1.5%
\$50,000,001+	1%

- Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an underreporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

◆ **General Provisions**

- This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- Awarded vendor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this contract by awarded vendor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Agreement nor any rights or obligations hereunder shall be assignable by Vendor without prior written consent of NCPA. Any assignment without such consent will be void.
- This Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder
- All written communications given hereunder shall be delivered to the addresses as set forth below.

National Cooperative Purchasing Alliance:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Vendor:

Name: _____

Title: _____

Address: _____

Signature: _____

Date: _____

Tab 3 – Vendor Questionnaire

Please provide responses to the following questions that address your company’s operations, organization, structure, and processes for providing products and services.

◆ States Covered

- Bidder must indicate any and all states where products and services can be offered.
- Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | | |
|---|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maryland | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Michigan | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Minnesota | <input type="checkbox"/> Texas |
| <input type="checkbox"/> California | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Missouri | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Montana | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Washington |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Nevada | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Florida | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Mexico | |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New York | |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> North Carolina | |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> North Dakota | |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> Ohio | |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Oklahoma | |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Oregon | |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Pennsylvania | |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Rhode Island | |

All US Territories and Outlying Areas (Selecting this box is equal to checking all boxes below)

American Samoa

Northern Marina Islands

Federated States of Micronesia

Puerto Rico

Guam

U.S. Virgin Islands

Midway Islands

◆ **Minority and Women Business Enterprise (MWBE) and (HUB) Participation**

➤ It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

▪ **Minority / Women Business Enterprise**

• Respondent Certifies that this firm is a M/WBE

▪ **Historically Underutilized Business**

• Respondent Certifies that this firm is a HUB

◆ **Residency**

➤ Responding Company's principal place of business is in the city of _____,
State of _____

◆ **Felony Conviction Notice**

➤ Please Check Applicable Box;

A publically held corporation; therefore, this reporting requirement is not applicable.

Is not owned or operated by anyone who has been convicted of a felony.

Is owned or operated by the following individual(s) who has/have been convicted of a felony

➤ If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

◆ **Distribution Channel**

➤ Which best describes your company's position in the distribution channel:

Manufacturer Direct

Certified education/government reseller

Authorized Distributor

Manufacturer marketing through reseller

Value-added reseller

Other: _____

◆ **Processing Information**

➤ Provide company contact information for the following:

▪ **Sales Reports / Accounts Payable**

Contact Person: _____

Title: _____

Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Email: _____

- Purchase Orders

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- Sales and Marketing

Contact Person: _____
 Title: _____
 Company: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone: _____ Email: _____

- ◆ Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
 - If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.
 - Yes No
- Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.
 - Yes No
- Vendor will provide additional discounts for purchase of a guaranteed quantity.
 - Yes No

- ◆ Cooperatives

- List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

Tab 4 – Vendor Profile

Please provide the following information about your company:

- ◆ Company's official registered name.
- ◆ Brief history of your company, including the year it was established.
- ◆ Company's Dun & Bradstreet (D&B) number.
- ◆ Company's organizational chart of those individuals that would be involved in the contract.
- ◆ Corporate office location.
 - List the number of sales and services offices for states being bid in solicitation.
 - List the names of key contacts at each with title, address, phone and e-mail address.
- ◆ Define your standard terms of payment.
- ◆ Who is your competition in the marketplace?
- ◆ Provide Annual Sales for last 3 years broken out into the following categories:
 - Cities / Counties
 - K-12
 - Higher Education
 - Other government agencies or nonprofit organizations
- ◆ What differentiates your company from competitors?
- ◆ Describe how your company will market this contract if awarded.
- ◆ Describe how you intend to introduce NCPA to your company.
- ◆ Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- ◆ Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- ◆ Green Initiatives
 - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste,

energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

◆ Vendor Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

Tab 5 – Products and Services

- ◆ Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.
- ◆ The following is a list of suggested (but not limited to) categories. List all categories along with manufacturer that you are responding with:

Products

- Asphalt Hotbox Reclaimers / Patching Machines
- Asphalt Recycling Equipment
- Crack Maintenance
- Traffic Marking Equipment
- Asphalt Pavers
- Roadway Compaction Machines
- Asphalt Emulsion Distributor

Services

- Warranty
- Equipment Services and Troubleshooting
- On-Site Repair Work if Necessary
- Equipment Training

Tab 6 – References

- ◆ Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

- ◆ All references should include the following information from the entity:
 - Entity Name
 - Contact Name and Title
 - City and State
 - Phone
 - Years Serviced
 - Description of Services
 - Annual Volume

Tab 7 – Pricing

- ◆ Please submit price list electronically (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

- ◆ Price lists must contain the following:
 - Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
 - Description
 - Vendor's List Price
 - Percent Discount to NCPA participating entities

- ◆ Submit price list electronically on CD, DVD, or Flash Drive. Include respondents name, name of solicitation, and date on media of choice.

- ◆ Not To Exceed Pricing
 - NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
 - The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
 - NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Tab 8 – Value Added Products and Services

- ◆ Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Tab 9 – Required Documents

- ◆ Clean Air and Water Act / Debarment Notice
- ◆ Contractors Requirements
- ◆ Antitrust Certification Statements
- ◆ FEMA Standard Terms and Conditions Addendum for Contracts and Grants
- ◆ Required Clauses for Federal Assistance by FTA
- ◆ State Notice Addendum

Clean Air and Water Act & Debarment Notice

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations

Potential Vendor

Print Name

Address

City, State, Zip

Authorized signature

Date

Contractor Requirements

Contractor Certification Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed

Fingerprint & Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Authorized signature _____

Date _____

Antitrust Certification Statements (Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- (1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- (2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- (3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and
- (4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company name _____

Address _____

City/State/Zip _____

Telephone No. _____

Fax No. _____

Email address _____

Printed name _____

Position with company _____

Authorized signature _____

FEMA Standard Terms and Conditions Addendum for Contracts and Grants

If any purchase made under the Master Agreement is funded in whole or in part by Federal Emergency Management Agency ("FEMA") grants, Contractor shall comply with all federal laws and regulations applicable to the receipt of FEMA grants, including, but not limited to the contractual procedures set forth in Title 44 of the Code of Federal Regulations, Part 13 ("44 CFR 13").

In addition, Contractor agrees to the following specific provisions:

- 1) Pursuant to 44 CFR 13.36(i)(1), University is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Master Agreement, including but not limited to those remedies set forth at 44 CFR 13.43.
- 2) Pursuant to 44 CFR 13.36(i)(2), University may terminate the Master Agreement for cause or convenience in accordance with the procedures set forth in the Master Agreement and those provided by 44 CFR 13.44.
- 3) Pursuant to 44 CFR 13.36(i)(3)-(6)(12), and (13), Contractor shall comply with the following federal laws:
 - a. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor ("DOL") regulations (41 CFR Ch. 60);
 - b. Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in DOL regulations (29 CFR Part 3);
 - c. Davis-Bacon Act (40 U.S.C. 276a-276a-7) as supplemented by DOL regulations (29 CFR Part 5);
 - d. Section 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-30) as supplemented by DOL regulations (29 CFR Part 5);
 - e. Section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15); and
 - f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L.94-163, 89 Stat. 871).
- 4) Pursuant to 44 CFR 13.36(i)(7), Contractor shall comply with FEMA requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41.
- 5) Pursuant to 44 CFR 13.36(i)(8), Contractor agrees to the following provisions regarding patents:
 - a. All rights to inventions and/or discoveries that arise or are developed, in the course of or under this Agreement, shall belong to the participating agency and be disposed of in accordance with the participating agencies policy. The participating agency, at its own discretion, may file for patents in connection with all rights to any such inventions and/or discoveries.
- 6) Pursuant to 44 CFR 13.36(i)(9), Contractor agrees to the following provisions, regarding copyrights:
 - a. If this Agreement results in any copyrightable material or inventions, in accordance with 44 CFR 13.34, FEMA reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, for Federal Government purposes:
 - 1) The copyright in any work developed under a grant or contract; and
 - 2) Any rights of copyright to which a grantee or a contractor purchases ownership with grant support.
- 7) Pursuant to 44 CFR 13.36(i)(10), Contractor shall maintain any books, documents, papers, and records of the Contractor which are directly pertinent to this Master Agreement. At any time during normal business hours and as often as the participating agency deems necessary, Contractor shall permit participating agency, FEMA, the Comptroller General of United States, or any of their duly authorized representatives to inspect and photocopy such records for the purpose of making audit, examination, excerpts, and transcriptions.
- 8) Pursuant to 44 CFR 13.36(i)(11), Contractor shall retain all required records for three years after FEMA or participating agency makes final payments and all other pending matters are closed. In addition, Contractor shall comply with record retention requirements set forth in 44 CFR 13.42.

Required Clauses for Federal Assistance provided by FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

- a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
- b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (i)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

- 1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- 2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:
 - a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of this Project. Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.
 - b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective

employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue.

- c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.
 - d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.
- 3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.
 - 4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*", therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

- 1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

- 2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.
- 3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract between public agency and the FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT, as set forth in the most current FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to perform any act, fail to perform any act, or refuse to comply with any public agency requests that would cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

State Notice Addendum

Pursuant to certain state notice provisions the following public agencies and political subdivisions of the referenced public agencies are eligible to access the contract award made pursuant to this solicitation. Public agencies and political subdivisions are hereby given notice of the foregoing request for proposal for purposes of complying with the procedural requirement of said statutes:

Nationwide: http://www.usa.gov/Agencies/Local_Government/Cities.shtml

Other States: Cities, Towns, Villages, and Boroughs

No.

Cities, Towns, Villages and Boroughs in Oregon

- 1 CEDAR MILL COMMUNITY LIBRARY
- 2 CITY COUNTY INSURANCE SERVICES
- 3 CITY OF ADAIR VILLAGE
- 4 CITY OF ALBANY
- 5 CITY OF ASHLAND
- 6 CITY OF ASTORIA OREGON
- 7 CITY OF AUMSVILLE
- 8 CITY OF AURORA
- 9 CITY OF BEAVERTON
- 10 CITY OF BOARDMAN
- 11 CITY OF BURNS
- 12 CITY OF CANBY
- 13 CITY OF CANNON BEACH OR
- 14 CITY OF CANYONVILLE
- 15 CITY OF CENTRAL POINT POLICE DEPARTMENT
- 16 CITY OF CLATSKANIE
- 17 CITY OF COBURG
- 18 CITY OF CONDON
- 19 CITY OF COOS BAY
- 20 CITY OF CORVALLIS
- 21 CITY OF COTTAGE GROVE
- 22 CITY OF CRESWELL
- 23 CITY OF DALLAS
- 24 CITY OF DAMASCUS
- 25 CITY OF DUNDEE
- 26 CITY OF EAGLE POINT
- 27 CITY OF ECHO
- 28 CITY OF ESTACADA
- 29 CITY OF EUGENE
- 30 CITY OF FAIRVIEW
- 31 CITY OF FALLS CITY
- 32 CITY OF GATES
- 33 CITY OF GEARHART
- 34 CITY OF GERVAIS
- 35 CITY OF GOLD HILL
- 36 CITY OF GRANTS PASS
- 37 CITY OF GRESHAM
- 38 CITY OF HAPPY VALLEY
- 39 CITY OF HILLSBORO
- 40 CITY OF HOOD RIVER
- 41 CITY OF JOHN DAY
- 42 CITY OF KLAMATH FALLS
- 43 CITY OF LA GRANDE
- 44 CITY OF LAKE OSWEGO
- 45 CITY OF LAKESIDE
- 46 CITY OF LEBANON
- 47 CITY OF MALIN
- 48 CITY OF MCMINNVILLE
- 49 CITY OF MEDFORD
- 50 CITY OF MILL CITY
- 51 CITY OF MILLERSBURG
- 52 CITY OF MILWAUKIE
- 53 CITY OF MORO

- 54 CITY OF MOSIER
- 55 CITY OF NEWBERG
- 56 CITY OF NORTH PLAINS
- 57 CITY OF OREGON CITY
- 58 CITY OF PHOENIX
- 59 CITY OF PILOT ROCK
- 60 CITY OF PORT ORFORD
- 61 CITY OF PORTLAND
- 62 CITY OF POWERS
- 63 CITY OF REDMOND
- 64 CITY OF REEDSPORT
- 65 CITY OF RIDDLE
- 66 CITY OF SALEM
- 67 CITY OF SANDY
- 68 CITY OF SANDY
- 69 CITY OF SCAPPOOSE
- 70 CITY OF SEASIDE
- 71 CITY OF SHADY COVE
- 72 CITY OF SHERWOOD
- 73 CITY OF SPRINGFIELD
- 74 CITY OF ST. PAUL
- 75 CITY OF STAYTON
- 76 CITY OF TIGARD, OREGON
- 77 CITY OF TUALATIN, OREGON
- 78 CITY OF WARRENTON
- 79 CITY OF WEST LINN/PARKS
- 80 CITY OF WILSONVILLE
- 81 CITY OF WINSTON
- 82 CITY OF WOOD VILLAGE
- 83 CITY OF WOODBURN
- 84 CITY OF YACHATS
- 85 FLORENCE AREA CHAMBER OF COMMERCE
- 86 GASTON RURAL FIRE DEPARTMENT
- 87 GLADSTONE POLICE DEPARTMENT
- 88 HOUSING AUTHORITY OF THE CITY OF SALEM
- 89 KEIZER POLICE DEPARTMENT
- 90 LEAGUE OF OREGON CITIES
- 91 MALIN COMMUNITY PARK AND RECREATION DISTRICT
- 92 METRO
- 93 MONMOUTH - INDEPENDENCE NETWORK
- 94 PORTLAND DEVELOPMENT COMMISSION
- 95 RAINIER POLICE DEPARTMENT
- 96 RIVERGROVE WATER DISTRICT
- 97 SUNSET EMPIRE PARK AND RECREATION
- 98 THE NEWPORT PARK AND RECREATION CENTER
- 99 TILLAMOOK PEOPLES UTILITY DISTRICT
- 100 TUALATIN VALLEY FIRE & RESCUE
- 101 WEST VALLEY HOUSING AUTHORITY

No. Counties and Parishes

- 1 ASSOCIATION OF OREGON COUNTIES
- 2 BENTON COUNTY
- 3 CLACKAMAS COUNTY DEPT OF TRANSPORTATION
- 4 CLATSOP COUNTY
- 5 COLUMBIA COUNTY, OREGON
- 6 COOS COUNTY HIGHWAY DEPARTMENT
- 7 CROOK COUNTY ROAD DEPARTMENT

8 CURRY COUNTY OREGON
9 DESCHUTES COUNTY
10 DOUGLAS COUNTY
11 GILLIAM COUNTY
12 GILLIAM COUNTY OREGON
13 GRANT COUNTY, OREGON
14 HARNEY COUNTY SHERIFFS OFFICE
15 HOOD RIVER COUNTY
16 HOUSING AUTHORITY OF CLACKAMAS COUNTY
17 JACKSON COUNTY HEALTH AND HUMAN SERVICES
18 JEFFERSON COUNTY
19 KLAMATH COUNTY VETERANS SERVICE OFFICE
20 LAKE COUNTY
21 LANE COUNTY
22 LINCOLN COUNTY
23 LINN COUNTY
24 MARION COUNTY , SALEM, OREGON
25 MORROW COUNTY
26 MULTNOMAH COUNTY
27 MULTNOMAH COUNTY
28 MULTNOMAH LAW LIBRARY
29 NAMI LANE COUNTY
30 POLK COUNTY
31 SHERMAN COUNTY
32 UMATILLA COUNTY, OREGON
33 UNION COUNTY
34 WALLOWA COUNTY
35 WASCO COUNTY
36 WASHINGTON COUNTY
37 YAMHILL COUNTY
1 BOARD OF WATER SUPPLY
2 COUNTY OF HAWAII
3 MAUI COUNTY COUNCIL

No. Higher Education

1 BIRTHINGWAY COLLEGE OF MIDWIFERY
2 BLUE MOUNTAIN COMMUNITY COLLEGE
3 CENTRAL OREGON COMMUNITY COLLEGE
4 CHEMEKETA COMMUNITY COLLEGE
5 CLACKAMAS COMMUNITY COLLEGE
6 COLUMBIA GORGE COMMUNITY COLLEGE
7 GEORGE FOX UNIVERSITY
8 KLAMATH COMMUNITY COLLEGE DISTRICT
9 LANE COMMUNITY COLLEGE
10 LEWIS AND CLARK COLLEGE
11 LINFIELD COLLEGE
12 LINN-BENTON COMMUNITY COLLEGE
13 MARYLHURST UNIVERSITY
14 MT. HOOD COMMUNITY COLLEGE
15 MULTNOMAH BIBLE COLLEGE
16 NATIONAL COLLEGE OF NATURAL MEDICINE
17 NORTHWEST CHRISTIAN COLLEGE
18 OREGON HEALTH AND SCIENCE UNIVERSITY
19 OREGON UNIVERSITY SYSTEM
20 PACIFIC UNIVERSITY
21 PORTLAND COMMUNITY COLLEGE
22 PORTLAND STATE UNIV.
23 REED COLLEGE
24 ROGUE COMMUNITY COLLEGE
25 SOUTHWESTERN OREGON COMMUNITY COLLEGE
26 TILLAMOOK BAY COMMUNITY COLLEGE
27 UMPQUA COMMUNITY COLLEGE
28 WESTERN STATES CHIROPRACTIC COLLEGE
29 WILLAMETTE UNIVERSITY
1 ARGOSY UNIVERSITY
2 BRIGHAM YOUNG UNIVERSITY - HAWAII
3 COLLEGE OF THE MARSHALL ISLANDS
4 RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
5 UNIVERSITY OF HAWAII AT MANOA

No. K - 12

1 ARCHBISHOP FRANCIS NORBERT BLANCHET SCHOOL
2 BAKER COUNTY SCHOOL DIST. 16J - MALHEUR ESD

3 BAKER SCHOOL DISTRICT 5-J
4 BANDON SCHOOL DISTRICT
5 BANKS SCHOOL DISTRICT
6 BEAVERTON SCHOOL DISTRICT
7 BEND / LA PINE SCHOOL DISTRICT
8 BEND-LA PINE SCHOOL DISTRICT
9 BROOKING HARBOR SCHOOL DISTRICT NO.17-C
10 CANBY SCHOOL DISTRICT
11 CANYONVILLE CHRISTIAN ACADEMY
12 CASCADE SCHOOL DISTRICT
13 CASCADES ACADEMY OF CENTRAL OREGON
14 CENTENNIAL SCHOOL DISTRICT
15 CENTRAL CATHOLIC HIGH SCHOOL
16 CENTRAL POINT SCHOOL DISTRICT NO. 6
17 CENTRAL SCHOOL DISTRICT 13J
18 CLACKAMAS EDUCATION SERVICE DISTRICT
19 COOS BAY SCHOOL DISTRICT
20 COOS BAY SCHOOL DISTRICT NO.9
21 COQUILLE SCHOOL DISTRICT 8
22 COUNTY OF YAMHILL SCHOOL DISTRICT 29
23 CRESWELL SCHOOL DISTRICT
24 CROSSROADS CHRISTIAN SCHOOL
25 CULVER SCHOOL DISTRICT NO.
26 DALLAS SCHOOL DISTRICT NO. 2
27 DAVID DOUGLAS SCHOOL DISTRICT
28 DAYTON SCHOOL DISTRICT NO.8
29 DE LA SALLE N CATHOLIC HS
30 DESCHUTES COUNTY SD NO.6 - SISTERS SD
31 DOUGLAS COUNTY SCHOOL DISTRICT 116
32 DOUGLAS EDUCATION SERVICE DISTRICT
33 DUFUR SCHOOL DISTRICT NO.29
34 ELKTON SCHOOL DISTRICT NO.34
35 ESTACADA SCHOOL DISTRICT NO.108
36 FOREST GROVE SCHOOL DISTRICT
37 GASTON SCHOOL DISTRICT 511J
38 GEN CONF OF SDA CHURCH WESTERN OR
39 GLADSTONE SCHOOL DISTRICT
40 GLENDALE SCHOOL DISTRICT
41 GLIDE SCHOOL DISTRICT NO.12
42 GRANTS PASS SCHOOL DISTRICT 7
43 GREATER ALBANY PUBLIC SCHOOL DISTRICT
44 GRESHAM-BARLOW SCHOOL DISTRICT
45 HARNEY COUNTY SCHOOL DIST. NO.3
46 HARNEY EDUCATION SERVICE DISTRICT
47 HEAD START OF LANE COUNTY
48 HERITAGE CHRISTIAN SCHOOL
49 HIGH DESERT EDUCATION SERVICE DISTRICT
50 HOOD RIVER COUNTY SCHOOL DISTRICT
51 JACKSON CO SCHOOL DIST NO.9
52 JEFFERSON COUNTY SCHOOL DISTRICT 509-J
53 JEFFERSON SCHOOL DISTRICT
54 KLAMATH FALLS CITY SCHOOLS
55 LA GRANDE SCHOOL DISTRICT
56 LAKE OSWEGO SCHOOL DISTRICT 7J
57 LANE COUNTY SCHOOL DISTRICT 4J
58 LANE COUNTY SCHOOL DISTRICT 69
59 LEBANON COMMUNITY SCHOOLS NO.9
60 LINCOLN COUNTY SCHOOL DISTRICT
61 LINN CO. SCHOOL DIST. 95C - SCIO SD
62 LOST RIVER JR/SR HIGH SCHOOL
63 LOWELL SCHOOL DISTRICT NO.71
64 MARION COUNTY SCHOOL DISTRICT 103 - WASHINGTON ES
65 MCMINNVILLE SCHOOL DISTRICT NO.40
66 MEDFORD SCHOOL DISTRICT 549C
67 MITCH CHARTER SCHOOL
68 MOLALLA RIVER ACADEMY
69 MOLALLA RIVER SCHOOL DISTRICT NO.35
70 MONROE SCHOOL DISTRICT NO.1J
71 MORROW COUNTY SCHOOL DISTRICT
72 MT. ANGEL SCHOOL DISTRICT NO.91
73 MT.SCOTT LEARNING CENTERS
74 MULTISENSORY LEARNING ACADEMY

75	MULTNOMAH EDUCATION SERVICE DISTRICT	16	BONNEVILLE ENVIRONMENTAL FOUNDATION
76	MYRTLE POINT SCHOOL DISTRICT NO.41	17	BOYS AND GIRLS CLUBS OF PORTLAND METROPOLITAN AREA
77	NEAH-KAH-NIE DISTRICT NO.56	18	BROAD BASE PROGRAMS INC.
78	NESTUCCA VALLEY SCHOOL DISTRICT NO.101	19	CANBY FOURSQUARE CHURCH
79	NOBEL LEARNING COMMUNITIES	20	CANCER CARE RESOURCES
80	NORTH BEND SCHOOL DISTRICT 13	21	CASCADIA BEHAVIORAL HEALTHCARE
81	NORTH CLACKAMAS SCHOOL DISTRICT	22	CASCADIA REGION GREEN BUILDING COUNCIL
82	NORTH SANTIAM SCHOOL DISTRICT 29J	23	CATHOLIC CHARITIES
83	NORTH WASCO CTY SCHOOL DISTRICT 21 - CHENOWITH	24	CATHOLIC COMMUNITY SERVICES
84	NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT	25	CENTER FOR RESEARCH TO PRACTICE
85	NYSSA SCHOOL DISTRICT NO. 26	26	CENTRAL BIBLE CHURCH
86	ONTARIO MIDDLE SCHOOL	27	CENTRAL CITY CONCERN
87	OREGON TRAIL SCHOOL DISTRICT NO.46	28	CENTRAL DOUGLAS COUNTY FAMILY YMCA
88	OUR LADY OF THE LAKE SCHOOL	29	CENTRAL OREGON COMMUNITY ACTION AGENCY NETWORK
89	PHILOMATH SCHOOL DISTRICT	30	CHILDPEACE MONTESSORI
90	PHOENIX-TALENT SCHOOL DISTRICT NO.4	31	CITY BIBLE CHURCH
91	PORTLAND ADVENTIST ACADEMY	32	CLACKAMAS RIVER WATER
92	PORTLAND JEWISH ACADEMY	33	CLASSROOM LAW PROJECT
93	PORTLAND PUBLIC SCHOOLS	34	COAST REHABILITATION SERVICES
94	RAINIER SCHOOL DISTRICT	35	COLLEGE HOUSING NORTHWEST
95	REDMOND SCHOOL DISTRICT	36	COLUMBIA COMMUNITY MENTAL HEALTH
96	REEDSPORT SCHOOL DISTRICT	37	COMMUNITY ACTION ORGANIZATION
97	REYNOLDS SCHOOL DISTRICT	38	COMMUNITY ACTION TEAM, INC.
98	ROGUE RIVER SCHOOL DISTRICT NO.35	39	COMMUNITY CANCER CENTER
99	ROSEBURG PUBLIC SCHOOLS	40	COMMUNITY HEALTH CENTER, INC
100	SALEM-KEIZER PUBLIC SCHOOLS	41	COMMUNITY VETERINARY CENTER
101	SCAPPOOSE SCHOOL DISTRICT 1J	42	CONFEDERATED TRIBES OF GRAND RONDE
102	SEASIDE SCHOOL DISTRICT 10	43	CONSERVATION BIOLOGY INSTITUTE
103	SEVEN PEAKS SCHOOL	44	CONTEMPORARY CRAFTS MUSEUM AND GALLERY
104	SHERWOOD SCHOOL DISTRICT 88J	45	CORVALLIS MOUNTAIN RESCUE UNIT
105	SILVER FALLS SCHOOL DISTRICT	46	COVENANT CHRISTIAN HOOD RIVER
106	SIUSLAW SCHOOL DISTRICT	47	COVENANT RETIREMENT COMMUNITIES
107	SOUTH COAST EDUCATION SERVICE DISTRICT	48	DECISION SCIENCE RESEARCH INSTITUTE, INC.
108	SOUTH LANE SCHOOL DISTRICT 45J3	49	DELIGHT VALLEY CHURCH OF CHRIST
109	SOUTHERN OREGON EDUCATION SERVICE DISTRICT	50	DOGS FOR THE DEAF, INC.
110	SOUTHWEST CHARTER SCHOOL	51	DOUGLAS ELECTRIC COOPERATIVE, INC.
111	SPRINGFIELD SCHOOL DISTRICT NO.19	52	EAST HILL CHURCH
112	STANFIELD SCHOOL DISTRICT	53	EAST SIDE FOURSQUARE CHURCH
113	SWEET HOME SCHOOL DISTRICT NO.55	54	EAST WEST MINISTRIES INTERNATIONAL
114	THE CATLIN GABEL SCHOOL	55	EDUCATIONAL POLICY IMPROVEMENT CENTER
115	TIGARD-TUALATIN SCHOOL DISTRICT	56	ELMIRA CHURCH OF CHRIST
116	UMATILLA-MORROW ESD	57	EMERALD PUD
117	VERNONIA SCHOOL DISTRICT 47J	58	EMMAUS CHRISTIAN SCHOOL
118	WEST HILLS COMMUNITY CHURCH	59	EN AVANT, INC.
119	WEST LINN WILSONVILLE SCHOOL DISTRICT	60	ENTERPRISE FOR EMPLOYMENT AND EDUCATION
120	WHITEAKER MONTESSORI SCHOOL	61	EUGENE BALLET COMPANY
121	YONCALLA SCHOOL DISTRICT NO.32	62	EUGENE SYMPHONY ASSOCIATION, INC.
1	CONGREGATION OF CHRISTIAN BROTHERS OF HAWAII, INC.	63	EUGENE WATER & ELECTRIC BOARD
2	EMMANUAL LUTHERAN SCHOOL	64	EVERGREEN AVIATION MUSEUM AND CAP. MICHAEL KING.
3	HANAHAU'OLI SCHOOL	65	FAIR SHARE RESEARCH AND EDUCATION FUND
4	HAWAII TECHNOLOGY ACADEMY	66	FAITH CENTER
5	ISLAND SCHOOL	67	FAITHFUL SAVIOR MINISTRIES
6	KAMEHAMEHA SCHOOLS	68	FAMILIES FIRST OF GRANT COUNTY, INC.
7	KE KULA O S. M. KAMAKAU	69	FANCONI ANEMIA RESEARCH FUND INC.
8	MARYKNOLL SCHOOL	70	FARMWORKER HOUSING DEV CORP
9	PACIFIC BUDDHIST ACADEMY	71	FIRST CHURCH OF THE NAZARENE
No.	Nonprofit & Other	72	FIRST UNITARIAN CHURCH
1	211INFO	73	FORD FAMILY FOUNDATION
2	ACUMENTRA HEALTH	74	FOUNDATIONS FOR A BETTER OREGON
3	ADDICTIONS RECOVERY CENTER, INC	75	FRIENDS OF THE CHILDREN
4	ALLFOURONE/CRESTVIEW CONFERENCE CTR.	76	GATEWAY TO COLLEGE NATIONAL NETWORK
5	ALVORD-TAYLOR INDEPENDENT LIVING SERVICES	77	GOAL ONE COALITION
6	ALZHEIMERS NETWORK OF OREGON	78	GOLD BEACH POLICE DEPARTMENT
7	ASHLAND COMMUNITY HOSPITAL	79	GOOD SHEPHERD COMMUNITIES
8	ATHENA LIBRARY FRIENDS ASSOCIATION	80	GOODWILL INDUSTRIES OF LANE AND SOUTH COAST COUNTIES
9	BARLOW YOUTH FOOTBALL	81	GRANT PARK CHURCH
10	BAY AREA FIRST STEP, INC.	82	GRANTS PASS MANAGEMENT SERVICES, DBA
11	BENTON HOSPICE SERVICE	83	GREATER HILLSBORO AREA CHAMBER OF COMMERCE
12	BETHEL CHURCH OF GOD	84	HALFWAY HOUSE SERVICES, INC.
13	BIRCH COMMUNITY SERVICES, INC.	85	HEARING AND SPEECH INSTITUTE INC
14	BLACHLY LANE ELECTRIC COOPERATIVE	86	HELP NOW! ADVOCACY CENTER
15	BLIND ENTERPRISES OF OREGON	87	HIGHLAND HAVEN

88	HIGHLAND UNITED CHURCH OF CHRIST	160	PLANNED PARENTHOOD OF SOUTHWESTERN OREGON
89	HIV ALLIANCE, INC	161	PORT CITY DEVELOPMENT CENTER
90	HOUSING AUTHORITY OF LINCOLN COUNTY	162	PORTLAND ART MUSEUM
91	HOUSING AUTHORITY OF PORTLAND	163	PORTLAND BUSINESS ALLIANCE
92	HOUSING NORTHWEST	164	PORTLAND HABILITATION CENTER, INC.
93	INDEPENDENT INSURANCE AGENTS AND BROKERS OF OREGON	165	PORTLAND SCHOOLS FOUNDATION
94	INTERNATIONAL SOCIETY FOR TECHNOLOGY IN EDUCATION	166	PORTLAND WOMENS CRISIS LINE
95	INTERNATIONAL SUSTAINABLE DEVELOPMENT FOUNDATION	167	PREGNANCY RESOUCE CENTERS OF GRETER PORTLAND
96	IRCO	168	PRINGLE CREEK SUSTAINABLE LIVING CENTER
97	JASPER MOUNTAIN	169	PUBLIC DEFENDER SERVICES OF LANE COUNTY, INC.
98	JUNIOR ACHIEVEMENT	170	QUADRIPLEGICS UNITED AGAINST DEPENDENCY, INC.
99	KLAMATH HOUSING AUTHORITY	171	REBUILDING TOGETHER - PORTLAND INC.
100	LA CLINICA DEL CARINO FAMILY HEALTH CARE CENTER	172	REGIONAL ARTS AND CULTURE COUNCIL
101	LA GRANDE UNITED METHODIST CHURCH	173	RELEVANT LIFE CHURCH
102	LANE ELECTRIC COOPERATIVE	174	RENEWABLE NORTHWEST PROJECT
103	LANE MEMORIAL BLOOD BANK	175	ROGUE FEDERAL CREDIT UNION
104	LANECO FEDERAL CREDIT UNION	176	ROSE VILLA, INC.
105	LAUREL HILL CENTER	177	SACRED HEART CATHOLIC DAUGHTERS
106	LIFEWORKS NW	178	SAIF CORPORATION
107	LIVING WAY FELLOWSHIP	179	SAINT ANDREW NATIVITY SCHOOL
108	LOAVES & FISHES CENTERS, INC.	180	SAINT CATHERINE OF SIENA CHURCH
109	LOCAL GOVERNMENT PERSONNEL INSTITUTE	181	SAINT JAMES CATHOLIC CHURCH
110	LOOKING GLASS YOUTH AND FAMILY SERVICES	182	SALEM ALLIANCE CHURCH
111	MACDONALD CENTER	183	SALEM ELECTRIC
112	MAKING MEMORIES BREAST CANCER FOUNDATION, INC.	184	SALMON-SAFE INC.
113	METRO HOME SAFETY REPAIR PROGRAM	185	SCIENCEWORKS
114	METROPOLITAN FAMILY SERVICE	186	SE WORKS
115	MID COLUMBIA COUNCIL OF GOVERNMENTS	187	SECURITY FIRST CHILD DEVELOPMENT CENTER
116	MID-COLUMBIA CENTER FOR LIVING	188	SELF ENHANCEMENT INC.
117	MID-WILLAMETTE VALLEY COMMUNITY ACTION AGENCY, INC	189	SERENITY LANE
118	MORNING STAR MISSIONARY BAPTIST CHURCH	190	SEXUAL ASSAULT RESOURCE CENTER
119	MORRISON CHILD AND FAMILY SERVICES	191	SEXUAL ASSAULT RESOURCE CENTER
120	MOSAIC CHURCH	192	SHELTERCARE
121	NATIONAL PSORIASIS FOUNDATION	193	SHERIDAN JAPANESE SCHOOL FOUNDATION
122	NATIONAL WILD TURKEY FEDERATION	194	SHERMAN DEVELOPMENT LEAGUE, INC.
123	NEW AVENUES FOR YOUTH INC	195	SILVERTON AREA COMMUNITY AID
124	NEW BEGINNINGS CHRISTIAN CENTER	196	SISKIYOU INITIATIVE
125	NEW HOPE COMMUNITY CHURCH	197	SMART
126	NEWBERG FRIENDS CHURCH	198	SOCIAL VENTURE PARTNERS PORTLAND
127	NORTH BEND CITY- COOS/URRY HOUSING AUTHORITY	199	SOUTH COAST HOSPICE, INC.
128	NORTHWEST FOOD PROCESSORS ASSOCIATION	200	SOUTH LANE FAMILY NURSERY DBA FAMILY RELIEF NURSE
129	NORTHWEST LINE JOINT APPRENTICESHIP & TRAINING COMMITTEE	201	SOUTHERN OREGON CHILD AND FAMILY COUNCIL, INC.
130	NORTHWEST REGIONAL EDUCATIONAL LABORATORY	202	SOUTHERN OREGON HUMANE SOCIETY
131	NORTHWEST YOUTH CORPS	203	SPARC ENTERPRISES
132	OCHIN	204	SPIRIT WIRELESS
133	OHSU FOUNDATION	205	SPONSORS, INC.
134	OLIVET BAPTIST CHURCH	206	SPOTLIGHT THEATRE OF PLEASANT HILL
135	OMNIMEDIX INSTITUTE	207	SPRINGFIELD UTILITY BOARD
136	OPEN MEADOW ALTERNATIVE SCHOOLS, INC.	208	ST VINCENT DE PAUL
137	OREGON BALLET THEATRE	209	ST. ANTHONY CHURCH
138	OREGON CITY CHURCH OF THE NAZARENE	210	ST. ANTHONY SCHOOL
139	OREGON COAST COMMUNITY ACTION	211	ST. MARYS OF MEDFORD, INC.
140	OREGON DEATH WITH DIGNITY	212	ST. VINCENT DEPAUL OF LANE COUNTY
141	OREGON DONOR PROGRAM	213	STAND FOR CHILDREN
142	OREGON EDUCATION ASSOCIATION	214	STAR OF HOPE ACTIVITY CENTER INC.
143	OREGON ENVIRONMENTAL COUNCIL	215	SUMMIT VIEW COVENANT CHURCH
144	OREGON MUSUEM OF SCIENCE AND INDUSTRY	216	SUNNYSIDE FOURSQUARE CHURCH
145	OREGON PROGRESS FORUM	217	SUNRISE ENTERPRISES
146	OREGON REPERTORY SINGERS	218	SUSTAINABLE NORTHWEST
147	OREGON STATE UNIVERSITY ALUMNI ASSOCIATION	219	TENAS ILLAHEE CHILDCARE CENTER
148	OREGON SUPPORTED LIVING PROGRAM	220	THE EARLY EDUCATION PROGRAM, INC.
149	OSLC COMMUNITY PROGRAMS	221	THE NATIONAL ASSOCIATION OF CREDIT MANAGEMENT-OREGON, INC.
150	OUTSIDE IN		
151	OUTSIDE IN	222	THE NEXT DOOR
152	PACIFIC CASCADE FEDERAL CREDIT UNION	223	THE OREGON COMMUNITY FOUNDATION
153	PACIFIC FISHERY MANAGEMENT COUNCIL	224	THE SALVATION ARMY - CASCADE DIVISION
154	PACIFIC INSTITUTES FOR RESEARCH	225	TILLAMOOK CNTY WOMENS CRISIS CENTER
155	PACIFIC STATES MARINE FISHERIES COMMISSION	226	TILLAMOOK ESTUARIES PARTNERSHIP
156	PARALYZED VETERANS OF AMERICA	227	TOUCHSTONE PARENT ORGANIZATION
157	PARTNERSHIPS IN COMMUNITY LIVING, INC.	228	TRAILS CLUB
158	PENDLETON ACADEMIES	229	TRAINING EMPLOYMENT CONSORTIUM
159	PENTAGON FEDERAL CREDIT UNION	230	TRI-COUNTY HEALTH CARE SAFETY NET ENTERPRISE

231	TRILLIUM FAMILY SERVICES, INC.	9	DESCHUTES COUNTY RFPD NO.2
232	UMPQUA COMMUNITY DEVELOPMENT CORPORATION	10	DESCHUTES PUBLIC LIBRARY SYSTEM
233	UNION GOSPEL MISSION	11	EAST MULTNOMAH SOIL AND WATER CONSERVANCY
234	UNITED CEREBRAL PALSY OF OR AND SW WA	12	GASTON RURAL FIRE DEPARTMENT
235	UNITED WAY OF THE COLUMBIA WILLAMETTE	13	GLADSTONE POLICE DEPARTMENT
236	US CONFERENCE OF MENONNITE BRETHERN CHURCHES	14	GLENDALE RURAL FIRE DISTRICT
237	US FISH AND WILDLIFE SERVICE	15	HOODLAND FIRE DISTRICT NO.74
238	USAGENCIES CREDIT UNION	16	HOODLAND FIRE DISTRICT #74
239	VERMONT HILLS FAMILY LIFE CENTER	17	HOUSING AUTHORITY AND COMMUNITY SERVICES AGENCY
240	VIRGINIA GARCIA MEMORIAL HEALTH CENTER	18	KLAMATH COUNTY 9-1-1
241	VOLUNTEERS OF AMERICA OREGON	19	LANE EDUCATION SERVICE DISTRICT
242	WE CARE OREGON	20	LANE TRANSIT DISTRICT
243	WESTERN RIVERS CONSERVANCY	21	MALIN COMMUNITY PARK AND RECREATION DISTRICT
244	WESTERN STATES CENTER	22	MARION COUNTY FIRE DISTRICT #1
245	WESTSIDE BAPTIST CHURCH	23	METRO
246	WILD SALMON CENTER	24	METROPOLITAN EXPOSITION-RECREATION COMMISSION
247	WILLAMETTE FAMILY	25	MONMOUTH - INDEPENDENCE NETWORK
248	WILLAMETTE VIEW INC.	26	MULTONAH COUNTY DRAINAGE DISTRICT #1
249	WOODBURN AREA CHAMBER OF COMMERCE	27	NEAH KAH NIE WATER DISTRICT
250	WORD OF LIFE COMMUNITY CHURCH	28	NW POWER POOL
251	WORKSYSTEMS INC	29	OAK LODGE WATER DISTRICT
252	YOUTH GUIDANCE ASSOC.	30	OR INT'L PORT OF COOS BAY
253	YWCA SALEM	31	PORT OF ST HELENS
1	ALCOHOLIC REHABILITATION SVS OF HI INC DBA HINA MAUKA	32	PORT OF UMPQUA
2	ALOHACARE	33	REGIONAL AUTOMATED INFORMATION NETWORK
3	AMERICAN LUNG ASSOCIATION	34	RIVERGROVE WATER DISTRICT
4	BISHOP MUSEUM	35	SALEM AREA MASS TRANSIT DISTRICT
5	BUILDING INDUSTRY ASSOCIATION OF HAWAII	36	SANDY FIRE DISTRICT NO. 72
6	CTR FOR CULTURAL AND TECH INTERCHNG BETW EAST AND WEST	37	SUNSET EMPIRE PARK AND RECREATION
7	EAH, INC.	38	THE NEWPORT PARK AND RECREATION CENTER
8	EASTER SEALS HAWAII	39	THE PORT OF PORTLAND
9	GOODWILL INDUSTRIES OF HAWAII, INC.	40	TILLAMOOK PEOPLES UTILITY DISTRICT
10	HABITAT FOR HUMANITY MAUI	41	TUALATIN HILLS PARK AND RECREATION DISTRICT
11	HALE MAHAOLU	42	TUALATIN VALLEY FIRE & RESCUE
12	HAROLD K.L. CASTLE FOUNDATION	43	TUALATIN VALLEY WATER DISTRICT
13	HAWAII AGRICULTURE RESEARCH CENTER	44	UNION SOIL & WATER CONSERVATION DISTRICT
14	HAWAII EMPLOYERS COUNCIL	45	WEST MULTNOMAH SOIL AND WATER CONSERVATION DISTRICT
15	HAWAII FAMILY LAW CLINIC DBA ALA KUOLA	46	WEST VALLEY HOUSING AUTHORITY
16	HONOLULU HABITAT FOR HUMANITY	47	WILLAMALANE PARK AND RECREATION DISTRICT
17	IUPAT, DISTRICT COUNCIL 50	48	YOUNGS RIVER LEWIS AND CLARK WATER DISTRICT
18	LANAKILA REHABILITATION CENTER INC.	No.	State Agencies
19	LEEWARD HABITAT FOR HUMANITY	1	BOARD OF MEDICAL EXAMINERS
20	MAUI COUNTY FCU	2	OFFICE OF MEDICAL ASSISTANCE PROGRAMS
21	MAUI ECONOMIC DEVELOPMENT BOARD	3	OFFICE OF THE STATE TREASURER
22	MAUI ECONOMIC OPPORTUNITY, INC.	4	OREGON BOARD OF ARCHITECTS
23	MAUI FAMILY YMCA	5	OREGON CHILD DEVELOPMENT COALITION
24	NA HALE O MAUI	6	OREGON DEPARTMENT OF EDUCATION
25	NA LEI ALOHA FOUNDATION	7	OREGON DEPARTMENT OF FORESTRY
26	NETWORK ENTERPRISES, INC.	8	OREGON DEPT OF TRANSPORTATION
27	ORI ANUENUE HALE, INC.	9	OREGON DEPT. OF EDUCATION
28	PARTNERS IN DEVELOPMENT FOUNDATION	10	OREGON LOTTERY
29	POLYNESIAN CULTURAL CENTER	11	OREGON OFFICE OF ENERGY
30	PUNAHOU SCHOOL	12	OREGON STATE BOARD OF NURSING
31	ST. THERESA CHURCH	13	OREGON STATE POLICE
32	WAIANAE COMMUNITY OUTREACH	14	OREGON TOURISM COMMISSION
33	WAILUKU FEDERAL CREDIT UNION	15	OREGON TRAVEL INFORMATION COUNCIL
34	YMCA OF HONOLULU	16	SANTIAM CANYON COMMUNICATION CENTER
No.	Special/Independent Districts	17	SEIU LOCAL 503, OPEU
1	BAY AREA HOSPITAL DISTRICT	1	ADMIN. SERVICES OFFICE
2	CENTRAL OREGON INTERGOVERNMENTAL COUNCIL	2	HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
3	CENTRAL OREGON IRRIGATION DISTRICT	3	HAWAII HEALTH SYSTEMS CORPORATION
4	CHEHALEM PARK AND RECREATION DISTRICT	4	SOH- JUDICIARY CONTRACTS AND PURCH
5	CITY COUNTY INSURANCE SERVICES	5	STATE DEPARTMENT OF DEFENSE
6	CLEAN WATER SERVICES	6	STATE OF HAWAII
7	COLUMBIA 911 COMMUNICATIONS DISTRICT	7	STATE OF HAWAII
8	COLUMBIA RIVER PUD	8	STATE OF HAWAII, DEPT. OF EDUCATION



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) NEW STEPP SPHOJ-3.0 (4 TON) DUMP STYLE POTHOLE PATCHING TRAILER OIL JACKETED WITH AUGER DISCHARGE HOT BOX, TO REPLACE UNIT 321, FROM BONNELL INDUSTRIES INC. IN AN AMOUNT NOT TO EXCEED \$61,994.00

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 a purchase of one (1) new Stepp SPHOJ-3.0 (4 ton) dump style pothole patching trailer oil jacketed with auger discharge hot box, to replace unit 321, from Bonnell Industries Inc. in an amount not to exceed \$61,994.00, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of June 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of June 2021.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



BONNELL INDUSTRIES INC

TRUCK & ROAD EQUIPMENT

1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0150724
Quote Date: 4/29/2021



Bill To: 0005000
 CITY OF DARIEN
 1702 PLAINFIELD ROAD
 DARIEN, IL 60561

Ship To: 001
 CITY OF DARIEN
 1041 S. FRONTAGE RD.
 DARIEN, IL 60561

Phone: (630) 852-5000 Fax:

Phone:
 Fax:

Confirm To: _____ **Comment:** _____

Customer P.O.	Ship VIA	F.O.B.	Terms Net 30 Days	Quote Expiration 5/29/2021
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Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	<p>*STEPP-SPH-OJ 3.0 NCPA AWARDED VENDOR: STEPP MANUFACTURING CONTRACT AWARDED: ROAD WAY MAINTENANCE EQUIPMENT AND SUPPLIES STEPP MFG NCPA CONTRACT# 05-26 STEPP SPHOJ-3.0 (4 TON) OIL JACKETED, AUGER DISCHARGE HOT BOX BASE UNIT INCLUDES: DIESEL BURNER, AUTOMATIC TEMPERATURE CONTROLS, OIL JACKETED HEAT, AUGER DELIVERY, HYDRAULIC TOP DOORS, DIESEL ENGINE, ENGINE ENCLOSURE, ELECTRIC BRAKES, AND A 2 LIGHT SYSTEM</p>	45,486.00	45,486.00
1.00	EACH	<p>/OPTION ADDITIONAL OPTIONS: 1. DIESEL BURNER ENCLOSURE 2. ELECTRIC OVERNIGHT HEAT 220V 3000W [HOT MIX USE] 3. FLUSH MOUNTED STROBE LIGHT [SET OF 2] 4. ARROWBOARD 5. 10# FIRE EXTINGUISHER 6. SPARE TIRE W/HOLDER 7. COMPACTOR PLATE CARRIER 8. STAINLESS STEEL TOOL HOLDERS [SET OF 2] 9. LP HAND TORCH W/20# LP BOTTLE 10. HOSE REEL FOR HAND TORCH 11. WASHDOWN SYSTEM 12. HOSE REEL FOR WASHDOWN 13. SHOVEL CLEANING COMPARTMENT 14. LED LIGHTS</p>	15,203.00	15,203.00



1385 Franklin Grove Rd
 Dixon, IL 61021
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Quote

Quote Number: 0150724
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Bill To: 0005000
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 1702 PLAINFIELD ROAD
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 1041 S. FRONTAGE RD.
 DARIEN, IL 60561

Phone: (630) 852-5000 Fax:

Phone:
 Fax:

Confirm To: _____ **Comment:** _____

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
			Net 30 Days	5/29/2021

Ordered	Unit	Item Number	Each Price	Extended Price
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15% RESTOCKING FEE ON RETURNED ITEMS
NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: _____

0009 Joey Bonnell JRB

Net Order:	60,689.00
Less Discount:	0.00
Freight:	1,305.00
Sales Tax:	0.00
Quote Total:	61,994.00

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.
 NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE
 NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: _____

**BILL TO: _____

PO Number: _____

DATE ACCEPTED: _____

CHASSIS ARRIVAL DATE: _____

VIN# _____
 MAKE: _____
 MODEL: _____
 W.B. _____ C.A.: _____
 TRANS MODEL: _____
 ENGINE: _____
 PAINT CODE: _____
****CHANGES MAY CAUSE DELAYS AND FEES.**

AGENDA MEMO
City Council
June 7, 2021

ISSUE STATEMENT

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

ORDINANCE

BACKGROUND/HISTORY

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

ITEM	EXPLANATION
1 (14) Bicycles	No longer needed - unclaimed
2 (1) Lenovo Think Centre desktop computer	No longer operable
3. (1) Logitech keyboard	No longer operable
4. (1) Acer computer monitor	No longer useful
5. (1) Lenovo keyboard	No longer functioning
6. (6) Zebra RW 420 mobile printers	No longer operable

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

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

This item will be placed on the June 7, 2021 City Council Agenda for formal approval.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 7th DAY OF JUNE, 2021

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this 7th
day of June, 2021.**

ORDINANCE NO. _____

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

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

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

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

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

ITEM	EXPLANATION
1 (14) Bicycles	No longer needed - unclaimed
2 (1) Lenovo Think Centre desktop computer	No longer operable
3. (1) Logitech keyboard	No longer operable
4. (1) Acer computer monitor	No longer useful
5. (1) Lenovo keyboard	No longer functioning
6. (6) Zebra RW 420 mobile printers	No longer operable

ORDINANCE NO. _____

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

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of June, 2021

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 7th day of June, 2021.**

JOSEPH E. MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014