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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

November 7, 2022

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [October 17, 2022](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Consideration of a Motion to Approve the Reappointment of Elizabeth Hayes, Steven Wernecke, Tracy Thomson and Leslie Sweeney to the [Holiday Home Decorating Committee](#)
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department
 1. Overview Illinois SAFE-T Act
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [22-23-13](#)
 - B. Monthly Report — [September 2022](#)
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 a Resolution to Enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the [2023 Street Maintenance Program Contract Bid Booklet](#), in an Amount not to Exceed \$36,350.00
 - B. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for [Pavement Corings for the Proposed 2023 Street Maintenance Program](#), in an Amount not to Exceed \$16,200.00
 - C. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Consulting Engineering, Inc. for the [2022 Water Leak Survey](#), in Amount not to Exceed \$12,916.80
 - D. Consideration of a Motion to Approve a Resolution Approving an Extension of a Proposal from JC Landscaping & Tree Services, Inc. at the Proposed Schedule of Prices for the [Rear Yard Drainage Assistance Program](#) for a Period of May 1, 2023 through April 30, 2024
 - E. Consideration of a Motion to Approve a Resolution Approving an Extension of a Proposal from JC Landscaping & Tree Service at Schedule of Prices for the Placement of Topsoil and for the Purchase and Placement of Fertilizer and Sod for [Landscape Restoration Services](#) for a Period of May 1, 2023 through April 30, 2024
 - F. Consideration of a Motion to Approve a Resolution Approving an Extension of a Proposal from Shreve Services, Inc., for [Topsoil](#) at the Specified Unit of Prices for Various Public Works Projects for a Period of May 1, 2023 through April 30, 2024
 - G. Consideration of a Motion to Approve a Resolution Approving an Extension of a Proposal from Vulcan Construction Materials, LLC, for the [Purchase and Pick Up of Stone](#) for Various Public Works Projects at the Proposed Unit Prices for a Period of May 1, 2023 through April 30, 2024
 - H. Consideration of a Motion to Approve a Resolution Approving an Extension of a Proposal from Vulcan Construction Materials, LLC, for the [Purchase and Delivery of Stone](#) for Public Works Projects for a Period of May 1, 2023 through April 30, 2024
 - I. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of 125 Banners](#) from Bannerville in an Amount not to Exceed \$10,625.00
 - J. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of Biomelt AG 64, the Organic Deicing Accelerator Product](#), from SNI Solutions, in an Amount not to Exceed \$11,205(4,500 Gallons x \$2.49/Gallon)

- K. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of Alternative Liquid De-Icer and Anti-icing Products](#) from Industrial Systems, Ltd., in an Amount not to Exceed \$62,000.00
 - L. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from EJ Equipment, Inc., for the [Purchase of Two \(2\) New Trackless Tractor MT7](#) for Safety Sidewalk Snow Clearing Operations in an Amount not to Exceed \$372,950
 - M. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Industrial Systems LTD for the [Purchase of De-Icing Storage Tanks and Components](#) in an Amount not to Exceed \$39,415.00
17. New Business
- A. Consideration of a Motion Directing the City Staff to Negotiate the Following [Agreements and Variations at 7702 Cass Ave](#) (Southwest Corner of Cass and Plainfield Road) PIN# 09-28-410-045, for Marquee Signage: Lease/Easement Agreement, Landscape Agreement, Construction Easement, Maintenance Agreement and Variations-Sign Code
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE OCTOBER 17, 2022 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:18 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

October 17, 2022

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	Ted V. Schauer
	Joseph A. Kenny	Mary Coyle Sullivan
	Eric K. Gustafson	Lester Vaughan

Absent: Thomas M. Chlystek

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

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

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

There were none.

6. **APPROVAL OF MINUTES** – October 3, 2022

It was moved by Alderman Schauer and seconded by Alderman Kenny to approve the minutes of the City Council Meeting of October 3, 2022.

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

Nays: None

Absent: Chlystek

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Gustafson received communication from homeowners on Wakefield Drive regarding tree trimming and parkway tree replacement. Both requests were handled by Public Works.

Mayor Marchese ...

...received voicemail from resident thanking Public Works staff on responding same day to tree trimming request.

...passed along comments from incorporated Darien resident about clean street versus that of his unincorporated neighbors; he thanked Director Gombac for a job well done.

Alderwoman Sullivan thanked Public Works for their responsiveness in handling requests to have graffiti removed along Lemont Road.

8. **MAYORS REPORT**

A. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF MEMBERS TO THE CITIZEN OF THE YEAR COMMITTEE: LINDA BOROWIAK, BONNIE KUCERA, GERRY KUCERA AND CAROL MALLERS

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve the reappointment of members to the Citizen of the Year Committee: Linda Borowiak, Bonnie Kucera, Gerry Kucera and Carol Mallers.

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

Nays: None

Absent: Chlystek

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Bonnie Kucera confirmed the online application process to nominate a Citizen of the Year (COY) will be available on City website from November 1 – January 3, 2023.

Mayor Marchese clarified the role of the COY Committee is to choose a recipient from the applications submitted. He stressed the importance of including detailed information regarding accomplishments of nominee.

B. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF KERRY SPITZNAGLE TO THE CITIZEN OF THE YEAR COMMITTEE

It was moved by Alderman Schauer and seconded by Alderman Vaughan to approve the appointment of Kerry Spitznagle to the Citizen of the Year Committee.

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

Nays: None

Absent: Chlystek

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Linda Borowiak, Bonnie Kucera, Gerry Kucera, Carol Mallers and Kerry Spitznagle.

C. CONSIDERATION OF A MOTION TO REAPPOINT ALLAN JACKIMEK, HEATHER CONROY, RYAN GRACE, DEB HARDTKE AND ARLETA PEKNIK TO THE ENVIRONMENTAL COMMITTEE

It was moved by Alderman Belczak and seconded by Alderwoman Sullivan to approve the reappointment of Allan Jackimek, Heather Conroy, Ryan Grace, Deb Hardtke and Arleta Peknik to the Environmental Committee.

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

Nays: None

Absent: Chlystek

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

D. CONSIDERATION OF A MOTION TO REAPPOINT FRANK NOVERINI TO THE BOARD OF FIRE AND POLICE COMMISSIONERS

It was moved by Alderman Gustafson and seconded by Alderman Belczak to approve the reappointment of Frank Noverini to the Board of Fire and Police Commissioners.

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

Nays: None

Absent: Chlystek

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Frank Noverini.

Mayor Marchese...

...thanked the Lions for the humanitarian effort made on Candy Day and all those who made contributions.

...stated he and Cathy attended the 38th Anniversary Celebration of the Filipino American Association of South DuPage. He was honored to provide the keynote address on Diversity, Acceptance, Respect and Learning from one another.

...was invited to participate in the Kingwood Academy monthly seminar series on October 14; the topic for the evening was Leadership through Community Service.

...stated Darien resident Germaine Moore informed him that her sister-in-law Donna Kolacki participated in a fun run for DePaul University that raised money for the Finish Line Fund. Ms. Kolacki submitted a photo of Darien's Clock Tower, which was featured in the DePaul University scrapbook.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

Alderman Gustafson commented that the LRS monthly tracking report indicated 30% of residents are participating in the Senior Program. With the high number of concentrated seniors, he congratulated City for not raising taxes since 2011. Mayor Marchese commented this is testament to the quality of staff, budgeting, and City operations.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

B. MUNICIPAL SERVICES – NO REPORT

Alderman Gustafson shared statistics on the number of police officers that have been shot and/or killed in the United States, and the horrible record being set as a Nation. He commented on a news report that stated "one of the most important tools in an officer's belt is respect." He told Deputy Chief Norton that his team has the respect of Council. Mayor Marchese commented that Darien residents respect Darien Police and feel safe.

Residents were reminded to call "911" when in need of police services. Council discussion ensued regarding ability to remain anonymous when calling "911."

12. **TREASURER'S REPORT**

A. WARRANT NUMBER 22-23-12

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve payment of Warrant Number 22-23-12 in the amount of \$693,658.42 from the

enumerated funds and \$279,127.72 from payroll funds for the period ending 10/06/22 for a total to be approved of \$972,786.14.

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

Nays: None

Absent: Chlystek

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

Treasurer Coren explained Warrant approval process, agenda detailing packet of information, and Monthly Financial Report.

Administrator Vana stated Annual Treasurer’s Report contains all expenses for the year that is published in the newspaper and available on City website under “Transparency” tab. Treasurer Coren added the report also includes salaries. Questions can be directed to Administrator Vana or Treasurer Coren.

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairman Sullivan announced the Administrative /Finance Committee meeting scheduled for November 7 has been cancelled. The next meeting of the Administrative/Finance Committee is scheduled for December 5, 2022 at 6:00 P.M. She stated the Economic Development Committee meeting is scheduled for November 3, 2022 at 7:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for October 24, 2022 at 6:00 P.M.

Police Committee – Chairman Kenny announced the Police Committee meeting is scheduled for November 21, 2022 at 6:30 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren announced the Police Pension Board quarterly meeting is scheduled for November 3, 2022 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

There was no Consent Agenda.

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE THE TAX LEVY DETERMINATION FOR GENERAL AND SPECIAL PURPOSES FOR FISCAL YEAR 2022-2023.

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

Mayor Marchese spoke of City tax levy; City has not raised taxes since 2011 and will not be raising taxes this year.

Administrator Vana stated water bonds abatement will take place in March 2023.

Administrator Vana addressed inquiry from Clerk Ragona; he explained process to Council for setting a tax levy and clarified motion is to approve the tax levy determination.

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

Nays: None

Absent: Chlystek

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

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

Alderwoman Sullivan announced...

...Rotary Club of Darien is sponsoring a “Recycling Extravaganza” on Saturday, October 22 from 9:00 A.M. – Noon at 1702 Plainfield Road. Information is available on the City website. She encouraged residents to make donations.

...Cass School District 63 is hosting three community forums regarding upcoming referendum on the November 8 ballot. Forums will take place at 6:30 P.M on October 20 via Zoom, October 25 at Cass Junior High School and October 26 at Indian Prairie Public Library with the goal of being transparent in providing accurate information.

Alderman Gustafson encouraged residents to educate themselves on critical political positions, Workers' Rights Amendment, Referendums and to vote on November 8.

Mayor Marchese announced Darien Lions Club Halloween Party will be held at the Darien Sportsplex on October 31 at 6:30 P.M.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 7:59 P.M.

Mayor Marchese

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 10-17-22. Minutes of 10-17-22 CCM.

CITY OF DARIEN

MEMO

TO: City Council

FROM: Joseph A. Marchese

DATE: November 3, 2022

SUBJECT: REAPPOINTMENT TO HOLIDAY HOME DECORATING COMMITTEE

This is written to request your advice and consent to the reappointment of Elizabeth Hayes, Leslie Sweeney, Tracy Thompson and Steven Wernecke to the Holiday Home Decorating Committee. They have agreed to serve the City and have expressed an interest in this Committee.

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

mg

CITY OF DARIEN
**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
November 7, 2022**

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

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

General Fund			\$167,426.50
Water Fund			\$352,544.50
Motor Fuel Tax Fund			\$19,477.36
Water Depreciation Fund			\$265,727.75
Special Service Area Tax Fund			
Stormwater Management Fund			
E-Citation Fund			
Capital Improvement Fund			129,287.47
State Drug Forfeiture Fund			\$128.00
Federal Equitable Sharing Fund			
DUI Technology Fund			
		Subtotal:	<u>\$934,591.58</u>
General Fund Payroll	10/20/22	\$	233,826.23
Water Fund Payroll	10/20/22	\$	32,755.26
General Fund Payroll	11/03/22	\$	239,804.84
Water Fund Payroll	11/03/22	\$	33,080.19
		Subtotal:	<u>\$ 539,466.52</u>
Total to be Approved by City Council:			<u>\$ 1,474,058.10</u>

Approvals:

 Joseph A. Marchese, Mayor

 JoAnne E. Ragona, City Clerk

 Michael J. Coren, Treasurer

 Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Revenue
From 10/18/2022 Through 11/7/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
KRISTOFER THROM	PARTS FOR DAM REPAIR (CC Declined)	AP110722	4232	Miscellaneous Expenditures	690.00
				Total Revenue	690.00

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	3 COMPUTER UPGRADES (Gombac, Carr & Lorek)	AP110722	4325	Consulting/Professional	2,783.16
AIS	DATA SERVICES- NOV 2022	AP110722	4325	Consulting/Professional	15.50
AIS	CLOUD HOSTING- NOV 2022	AP110722	4325	Consulting/Professional	20.00
AIS	BACK UP SERVICES- NOV 2022	AP110722	4325	Consulting/Professional	1,550.00
AIS	BLOCK PURCHASE- NOV 2022	AP110722	4325	Consulting/Professional	5,930.26
AIS	BARRACUDA PURCHASE and INSTALL (R-59-22)	AP110722	4325	Consulting/Professional	866.25
AIS	BARRACUDA PURCHASE and INSTALL (R-59-22)	AP110722	4325	Consulting/Professional	9,936.00
ALPINE BANQUETS, INC.	DEPOSIT FOR 2023 CITIZEN OF THE YEAR BANQUET	AP110722	4239	Public Relations	500.00
COMCAST BUSINESS	8771 20 121 0021147 1702 PLAINFIELD RD, DARIEN IL 60561	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	42.00
DELL MARKETING L.P.	SKWERES- MICROSOFT OFFICE SOFTWARE UPGRADE	AP110722	4325	Consulting/Professional	294.97
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICE- OCT 2022	AP110722	4345	Janitorial Service	1,718.00
GOVTEMPSUSA LLC	VANA (10-9-22)	AP110722	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (10-16-22)	AP110722	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	KYOCERA COPIER AGREEMENT	AP110722	4225	Maintenance - Equipment	51.00
MECO CONSULTING GROUP LLC	COMMUNICATIONS- OCT 2022	AP110722	4239	Public Relations	2,800.00

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/18/2022 Through 11/7/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NICOR GAS	NICOR 82541110001 1702 PLAINFIELD RD, DARIEN	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	176.89
ODP BUSINESS SOLUTIONS	TONER AND SUPPLIES FOR CH	AP110722	4253	Supplies - Office	440.26
PEERLESS NETWORK	POTS LINES	AP110722	4267	Telephone	146.97
STAPLES BUSINESS ADVANTAGE	7366322120-0-1 5 X 8 GREEN LABELS and 5 x 8 RED LABELS	AP110722	4253	Supplies - Office	(29.41)
STAPLES BUSINESS ADVANTAGE	7366528528-0-1 ANNUAL PAPER ORDER (40 X \$41.49)	AP110722	4253	Supplies - Office	622.35
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP110722	4267	Telephone	1,092.98
				Total Administration	<u>35,787.94</u>

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 10/18/2022 Through 11/7/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DUPAGE MAYORS MANAGERS CONF.	2022 MUNICIPAL INNOVATION CELEBRATION (Meeting)	AP110722	4213	Dues and Subscriptions	120.00
SUNCOM TV	COUNCIL MEETING 10-17-22	AP110722	4206	Cable Operations	300.00
SUNCOM TV	VIDEO PRODUCTION- CC MEETING 9-19-22	AP110722	4206	Cable Operations	300.00
				Total City Council	720.00

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 10/18/2022 Through 11/7/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS- OCT 2022	AP110722	4325	Consulting/Professional	2,925.00
DON MORRIS ARCHITECTS P.C.	INSPECTIONS- OCT 2022	AP110722	4328	Const/Prof Reimbursable	5,650.00
DUPAGE LAWN LLC	LAWN MAINTENANCE- AUG, SEPT & OCT 2022	AP110722	4328	Const/Prof Reimbursable	1,060.00
DUPAGE LAWN LLC	LAWN MAINTENANCE- AUG, SEPT & OCT 2022	AP110722-2	4328	Const/Prof Reimbursable	1,160.00
DUPAGE LAWN LLC	CREDIT FOR VOIDED CK 060381	APCREDIT1107...	4328	Const/Prof Reimbursable	(1,060.00)
ODELSON,STERK,MURPHY,FRAZIER &	LEGAL SERVICES- SEPT 2022	AP110722	4219	Liability Insurance	1,155.00
				Total Community Development	10,890.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	BATTER and LIGHT FOR #321	AP110722	4229	Maintenance - Vehicles	68.89
A&W TRAILER LLC	MODULITE	AP110722	4229	Maintenance - Vehicles	54.99
ADVANCE AUTO PARTS	STARTER FOR #502	AP110722	4229	Maintenance - Vehicles	421.66
ADVANCE AUTO PARTS	CREDIT ON INV 900057	AP110722	4229	Maintenance - Vehicles	(229.39)
ADVANCE AUTO PARTS	CREDIT ON INV 897985	AP110722	4229	Maintenance - Vehicles	(32.00)
ADVANCE AUTO PARTS	CREDIT ON INV 897972	AP110722	4229	Maintenance - Vehicles	(210.31)
ADVANCE AUTO PARTS	STARTER	AP110722	4229	Maintenance - Vehicles	210.31
ADVANTAGE CHEVROLET	SEALANT FOR SHOP	AP110722	4229	Maintenance - Vehicles	22.00
AEP ENERGY	3017243658 S FRONTAGE 0 E CASS ST, DARIEN	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	20.09
AEP ENERGY	3017243670 SW CORNER 75TH ST PLAINFIELD RD, DARIEN	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	210.26
AEP ENERGY	3017243636 1702 PLAINFIELD RD, DARIEN	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	11.82
AIR ONE EQUIPMENT, INC.	SAW BLADE	AP110722	4350	Forestry	151.00
ALARM DETECTION SYSTEMS INC	PW ALARM (Nov 2022 thru Jan 2023)	AP110722	4223	Maintenance - Building	203.43
ALTORFER INDUSTRIES INC	EQUIPMENT	AP110722	4229	Maintenance - Vehicles	593.85
CARROLL CONSTRUCTION SUPPLY	MAINTENANCE SUPPLIES	AP110722	4257	Supplies - Other	491.21
CASE LOTS, INC.	JANITORIAL SUPPLIES FOR PW	AP110722	4223	Maintenance - Building	760.80
CINTAS #769	MATT RENTAL- PW 10-6-22	AP110722	4223	Maintenance - Building	48.84
CINTAS #769	MATT RENTAL- CH 10-6-22	AP110722	4223	Maintenance - Building	47.07
CINTAS #769	MATT RENTAL- PD 10-6-22	AP110722	4223	Maintenance - Building	66.88
CINTAS #769	MATT RENTAL-PW 10-19-22	AP110722	4223	Maintenance - Building	24.06
CINTAS #769	MATT RENTAL- CH 10-19-22	AP110722	4223	Maintenance - Building	37.10

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CINTAS #769	MATT RENTAL- PD 10-19-22	AP110722	4223	Maintenance - Building	59.41
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET-1041 S FRONTAGE RD	AP110722	4219	Liability Insurance	137.04
COM ED	COM ED 02671-29091 0 SW COR 75TH ST ADAMS	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	3,281.61
COM ED	02671-29091 0 SW COR 75TH ST ADAMS, DARIEN IL	AP110722-3	4271	Utilities (Elec,Gas,Wtr,Sewer)	817.66
COM ED	CREDIT FOR VOIDED CK 060373	APCREDIT1107...	4271	Utilities (Elec,Gas,Wtr,Sewer)	(3,281.61)
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD RD	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,109.73
FIRST ADVANTAGE OCCUPATIONAL	DRUG SCREEN	AP110722	4219	Liability Insurance	47.47
HOMER TREE CARE, INC.	TREE REMOVAL /STUMP GRINDING VARIOUS LOCATIONS	AP110722	4375	Tree Trim/Removal	27,820.00
IL LANDSCAPE SUPPLY LLC	UNILOCK DELIVERY 10-7-22	AP110722	4223	Maintenance - Building	3,228.40
IL LANDSCAPE SUPPLY LLC	UNILOCK DELIVERY 10-7-22	AP110722	4223	Maintenance - Building	2,696.80
IL LANDSCAPE SUPPLY LLC	GATOR BOND, FABRIC, SUPPLIES FOR RETAINING WALL AT PD	AP110722	4223	Maintenance - Building	484.75
IMPACT NETWORKING, LLC	OVERAGE FOR PW HP (9-18-22 thru 10-17-22)	AP110722	4223	Maintenance - Building	58.03
IMPACT NETWORKING, LLC	HP COPIER AGREEMENT	AP110722	4225	Maintenance - Equipment	51.00
INTERSTATE BATTERY SYSTEM	MTP 48/H6	AP110722	4229	Maintenance - Vehicles	294.00
INTERSTATE BILLING SERVICE INC	TRUCK #109 REPAIR	AP110722	4229	Maintenance - Vehicles	710.95
JOANNE E. RAGONA	LIGHT REPAIRS- VARIOUS LOCATIONS	AP110722	4359	Street Light Oper & Maint.	2,097.84
JOANNE E. RAGONA	CREDIT FOR VOIDED CK 060431	APCREDIT1107...	4359	Street Light Oper & Maint.	(2,097.84)
K-FIVE HODKINS LL	POTHOLE PATCH	AP110722	4257	Supplies - Other	500.94

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
K-FIVE HODKINS LL	POTHOLE PATCH	AP110722-2	4257	Supplies - Other	500.25
LAWSON PRODUCTS INCORPORATED	MECHANIC SUPPLIES	AP110722	4225	Maintenance - Equipment	549.38
LIFT WORKS	ELEC SCISS ANNUAL INSPECTION 10-26-22	AP110722	4225	Maintenance - Equipment	410.00
LIFT WORKS	2022 ANNUAL INSPECTION FOR SCISSOR LIFT 10-26-22	AP110722-4	4225	Maintenance - Equipment	330.00
LIFT WORKS	CREDIT FOR VOIDED CK 060407	APCREDIT1107...	4225	Maintenance - Equipment	(410.00)
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN	AP110722	4219	Liability Insurance	43.00
ORANGE CRUSH LLC	HMA MODIFIER SURFACE	AP110722	4223	Maintenance - Building	105.19
ORANGE CRUSH LLC	HMA PRIVATE SURFACE	AP110722	4223	Maintenance - Building	264.66
PCM MAINTENANCE	SALT RINSE	AP110722	4223	Maintenance - Building	999.00
PM PRINTING INC.	WATER METER NOTICES	AP110722	4253	Supplies - Office	416.25
RAGS ELECTRIC	SET UP POWER & CHORDS FOR MACHINE	AP110722	4223	Maintenance - Building	1,160.74
RAGS ELECTRIC	FIXED POWER DUE TO DAMAGE DURING FLOOR WORK	AP110722	4223	Maintenance - Building	1,635.21
RAGS ELECTRIC	OUTLET / USB WORK AT PW	AP110722	4230	Maintenance - Laundromat E...	2,969.78
RAGS ELECTRIC	STREET LIGHT OUTAGE- 1034 HINSWOOD DR	AP110722	4359	Street Light Oper & Maint.	757.42
RAGS ELECTRIC	LOWER LIGHT /CASS AVE	AP110722	4359	Street Light Oper & Maint.	1,366.82
RAGS ELECTRIC	LEANING POLE ON 75TH ST	AP110722	4359	Street Light Oper & Maint.	277.00
RAGS ELECTRIC	CLARENDON HILLS RD- CABLE /POLE REPAIRS	AP110722	4359	Street Light Oper & Maint.	19,356.02
RAGS ELECTRIC	STREET LIGHT REPAIR- VARIOUS LOCATIONS	AP110722	4359	Street Light Oper & Maint.	3,754.62

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RAGS ELECTRIC	LIGHT REPAIRS-VARIOUS LOCATIONS	AP110722-2	4359	Street Light Oper & Maint.	2,097.84
RED WING SHOES	BOOTS- JOHN CARR	AP110722	4219	Liability Insurance	220.99
SEASON COMFORT, CORP.	HEAT REPAIR AT PW	AP110722	4223	Maintenance - Building	199.38
SHREVE SERVICES INC	TOPSOIL	AP110722	4374	Drainage Projects	640.00
SHREVE SERVICES INC	TOPSOIL 10-18-22 and 10-20-22	AP110722	4374	Drainage Projects	992.00
SITE ONE LANDSCAPE SUPPLY	90 DEGREE ELBOW	AP110722	4257	Supplies - Other	0.38
SNAP ON INDUSTRIAL	POWER STEERING PULLER	AP110722	4259	Small Tools & Equipment	230.50
STAPLES BUSINESS ADVANTAGE	7366528528-0-1 ANNUAL PAPER ORDER (40 X \$41.49)	AP110722	4253	Supplies - Office	82.98
STAPLES BUSINESS ADVANTAGE	7366322120-0-1 5 X 8 SHUT OFF LABLES	AP110722	4253	Supplies - Office	79.96
STATE CHEMICAL SOLUTIONS	MECHANIC SUPPLIES	AP110722	4225	Maintenance - Equipment	858.76
STENSTROM PETROLEUM SERVICES	FUEL PUMP MAINTENANCE	AP110722	4223	Maintenance - Building	1,230.90
SUBURBAN CONCRETE, INC.	2022 CONCRETE PROGRAM -RESIDENT REIMBURSEMENT	AP110722	4381	Residential Concrete Program	9,615.65
TAMELING INDUSTRIES	DRAINTILE / SCREENINGS	AP110722	4223	Maintenance - Building	183.95
TAMELING INDUSTRIES	CARMEL MIX, WEEDMATS, EDGING	AP110722	4223	Maintenance - Building	3,157.20
TAMELING INDUSTRIES	AMERICAN HERITAGE	AP110722	4223	Maintenance - Building	580.06
TRAFFIC CONTROL AND PROTECTION	NO PARKING SIGNS	AP110722	4257	Supplies - Other	374.70
TRAFFIC CONTROL AND PROTECTION	STREET SIGN- ROAD NARROWS	AP110722	4257	Supplies - Other	358.55
TRAFFIC CONTROL AND PROTECTION	YELLOW CURBS, ASPHALT ANCHOR	AP110722	4257	Supplies - Other	4,437.60
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR PD	AP110722	4223	Maintenance - Building	63.23

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/18/2022 Through 11/7/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR PD	AP110722	4223	Maintenance - Building	132.13
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP110722	4223	Maintenance - Building	67.40
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR PD	AP110722-2	4223	Maintenance - Building	63.23
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR PD	AP110722-2	4223	Maintenance - Building	132.13
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR PD	AP110722-2	4223	Maintenance - Building	67.47
UNIQUE PRODUCTS & SERVICE CORP	CREDIT FOR VOIDED CK 060457	APCREDIT1107...	4223	Maintenance - Building	(67.40)
UNIQUE PRODUCTS & SERVICE CORP	CREDIT FOR VOIDED CK 060457	APCREDIT1107...	4223	Maintenance - Building	(132.13)
UNIQUE PRODUCTS & SERVICE CORP	CREDIT FOR VOIDED CK 060457	APCREDIT1107...	4223	Maintenance - Building	(63.23)
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	448.63
WESTMONT SHELL	TOW - 2011 WHITE FORD / KRIS THROM	AP110722	4225	Maintenance - Equipment	120.00
WHOLESALE DIRECT, INC.	CIRCUIT BREAKER FOR #503	AP110722	4229	Maintenance - Vehicles	57.75
XBE CHICAGO	#143 DRAINAGE SPOILS 10-19-22	AP110722	4257	Supplies - Other	1,230.00
XBE CHICAGO	#113 DRAINAGE SPOILS 10-20-22	AP110722	4257	Supplies - Other	1,284.00
XBE CHICAGO	REAR YARD RESTORATION -10-17-22	AP110722	4374	Drainage Projects	1,265.64
				Total Public Works, Streets	105,484.33

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANTAGE CHEVROLET	REPAIR FOR D8	AP110722	4229	Maintenance - Vehicles	99.90
ADVANTAGE CHEVROLET	CREDIT FOR VOIDED CK 060350	APCREDIT1107...	4229	Maintenance - Vehicles	(99.90)
BROWNELLS, INC.	RANGE SUPPLIES	AP110722	4217	Investigation and Equipment	535.99
DU-COMM	INTERPRETATION SERVICES (Language Line)	AP110722	4267	Telephone	2.76
eLINEUP LLC	ELINEUP= ANNUAL SOFTWARE RENEWAL	AP110722	4217	Investigation and Equipment	600.00
FRONTLINE PUBLIC SAFETY SOLUT	FRONTLINE-PROF STANDARDS TRACKER	AP110722	4225	Maintenance - Equipment	1,575.00
FRONTLINE PUBLIC SAFETY SOLUT	FRONTLINE -CITIZEN REPORTING MEMBERSHIP	AP110722	4225	Maintenance - Equipment	210.00
GREG THOMAS	TRAVEL REIMBURSEMENT- DALLAS HOTEL, PARKING, TRANSPORTATION	AP110722	4265	Travel/Meetings	939.68
GREG THOMAS	TRAVEL REIMBURSEMENT- DALLAS HOTEL, PARKING, TRANSPORTATION	AP110722	4265	Travel/Meetings	161.14
INTERSTATE BATTERY SYSTEM	MTP-65HD and MTZ-65	AP110722	4229	Maintenance - Vehicles	701.00
INTERSTATE BATTERY SYSTEM	BATTERY D8	AP110722	4229	Maintenance - Vehicles	688.00
INTERSTATE BATTERY SYSTEM	2016 TAURUS D36	AP110722	4229	Maintenance - Vehicles	554.00
ITOUCH BIOMETRICS LLC	SOFTWARE MAINTENANCE RENEWAL (10-8-22 thru 10-7-23)	AP110722	4225	Maintenance - Equipment	1,980.00
KARA COMMUNICATIONS	TOW STICKERS	AP110722	4235	Printing and Forms	145.00
LERMI	LERMI MEMBERSHIP- KIM WRIGHT	AP110722	4213	Dues and Subscriptions	40.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
LERMI	HOLIDAY LUNCHEON-ROSE GONZALEZ	AP110722	4265	Travel/Meetings	35.00
NAPA AUTO PARTS	AUTO PARTS FOR PD	AP110722	4229	Maintenance - Vehicles	520.76
NICOR GAS	NICOR 82800010009 1710 PLAINFIELD RD	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,271.36
NORTHERN MICHIGAN K-9 INC.	K9 RECERTIFICATION - AXLE (Sept 29, 2022)	AP110722	4263	Training and Education	250.00
NOTARY PUBLIC ASSOCIATION OF I	CREDIT FOR VOID CK 060322	APCREDIT103...	4205	Boards and Commissions	(22.85)
PHYLAX SOLUTIONS LLC	K9 UNIT MAINTENANCE TRAINING (May thru Aug 2022)	AP110722	4263	Training and Education	1,050.00
RAY O'HERRON CO. INC.	BUCHOLZ- AUX UNIFORM	AP110722	4203	Auxiliary Police	199.97
ROSE GONZALEZ	REIMBURSEMENT-MILEAGE for PRMS and NIBRS TRAINING	AP110722	4265	Travel/Meetings	34.38
STAPLES BUSINESS ADVANTAGE	7366528528-0-1 ANNUAL PAPER ORDER (40 X \$41.49)	AP110722	4253	Supplies - Office	954.27
THEODORE POLYGRAPH SERVICE	POLYGRAPH- SCHILLO PRE-EMPLOYMENT	AP110722	4205	Boards and Commissions	200.00
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP110722	4267	Telephone	756.77
VILLAGE OF LEMONT	RANGE RENTAL FEE-9-29-22	AP110722	4243	Rent - Equipment	100.00
WEX BANK	GAS FOR POLICE DEPT -OCT 2022	AP110722	4273	Vehicle (Gas and Oil)	372.00
				Total Police Department	13,854.23
				Total General Fund	167,426.50

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	VARIOUS PROJECTS (10-17-22 thru 10-20-22)	AP110722	4231	Maintenance - Water System	1,640.00
ADVANCE AUTO PARTS	STARTER FOR #403	AP110722	4229	Maintenance - Vehicles	204.03
ALARM DETECTION SYSTEMS INC	PW ALARM (Nov 2022 thru Jan 2023)	AP110722	4223	Maintenance - Building	203.43
ALEXANDER CHEMICAL CORPORATION	SOD HYPO	AP110722	4255	Supplies - Operation	458.28
CENTRAL SOD FARMS	SOD 10-17-22	AP110722	4231	Maintenance - Water System	522.00
CENTRAL SOD FARMS	BROKEN PALLET DEPOSIT	AP110722	4231	Maintenance - Water System	30.00
CENTRAL SOD FARMS	BROKEN PALLET DEPOSIT 5-11-22	AP110722	4231	Maintenance - Water System	30.00
CENTRAL SOD FARMS	BLUEGRASS 10-11-22	AP110722	4255	Supplies - Operation	696.00
CENTRAL SOD FARMS	PALLETS DEPOSIT 10-11-22	AP110722	4255	Supplies - Operation	60.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET-1041 S FRONTAGE RD	AP110722	4219	Liability Insurance	137.04
COM ED	COM ED 0788310001 1041 S FRONTAGE RD	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
CORE & MAIN	GPS EQUIPMENT	AP110722	4231	Maintenance - Water System	4,354.00
CORE & MAIN	WATER MAIN CLAMPS AND B-BOX PARTS	AP110722	4231	Maintenance - Water System	3,385.00
CORE & MAIN	BELL SLEEVE AND MARKING FLAGS	AP110722	4231	Maintenance - Water System	1,948.00
DUPAGE COUNTY PUBLIC WORKS	METER READS AND BILLING- SEPT 2022	AP110722	4336	Data Processing	26,888.00
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICE- OCT 2022	AP110722	4223	Maintenance - Building	490.00
FIRST ADVANTAGE OCCUPATIONAL	DRUG SCREEN	AP110722	4219	Liability Insurance	47.47
K-FIVE HODKINS LL	POTHOLE PATCH	AP110722	4231	Maintenance - Water System	420.21
LEE JENSEN SALES, CO., INC.	PRO-FORCE CHAIN	AP110722	4225	Maintenance - Equipment	840.00
NICOR GAS	21710264942 1220 PLAINFIELD RD, DARIEN (Plant 2)	AP110722	4271	Utilities (Elec,Gas,Wtr,Sewer)	283.27
RED WING SHOES	SCHUSTER- BOOTS	AP110722	4219	Liability Insurance	301.74

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
RED WING SHOES	KOUDELIK- UNIFORM	AP110722	4269	Uniforms	67.50
SEASON COMFORT, CORP.	HEAT REPAIR AT PW	AP110722	4223	Maintenance - Building	199.37
SIKICH PROFESSIONAL SERVICES	PROFESSIONAL SERVICES RENDERED	AP110722	4320	Audit	925.00
SIKICH PROFESSIONAL SERVICES	PROFESSIONAL SERVICES RENDERED	AP110722	4320	Audit	3,200.00
SUBURBAN CONCRETE, INC.	2022 CONCRETE PROGRAM -WATER DEPT RESTORATION	AP110722	4231	Maintenance - Water System	13,109.44
SUBURBAN LABORATORIES	WATER SAMPLES -OCT 2022	AP110722	4241	Quality Control	855.00
THE BANK OF NEW YORK MELLON	GO REFUNDING 2012 BOND	AP110722	4950	Debt Retire-Water Refunding	284,512.50
USABLUBOOK	CHLORINE PUMP	AP110722	4231	Maintenance - Water System	992.23
VERIZON WIRELESS	SCADA	AP110722	4267	Telephone	386.96
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP110722	4267	Telephone	592.66
VULCAN CONSTRUCTION MATERIALS	STONE	AP110722	4231	Maintenance - Water System	3,452.28
XBE CHICAGO	#142 REAR YARD RESTORATION 10-18-22	AP110722	4255	Supplies - Operation	1,257.00
				Total Public Works, Water	352,544.50
				Total Water Fund	352,544.50

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 10/18/2022 Through 11/7/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3018018402 0 SW CIR 75TH ADAMS, DARIEN, DUPAGE IL	AP110722	4840	Street Lights	74.21
AEP ENERGY	3017243647 75TH ST LEGS STREET LGT /CASS	AP110722	4840	Street Lights	158.89
AEP ENERGY	3017243669 2510 ABBEY DR LOT 278 DARIEN, DUPAGE	AP110722	4840	Street Lights	593.02
SUPERIOR ROAD STRIPING, INC.	2022 STREET STRIPING	AP110722	4261	Pavement Striping	<u>18,651.24</u>
				Total MFT Expenses	<u>19,477.36</u>
				Total Motor Fuel Tax	19,477.36

CITY OF DARIEN
Expenditure Journal
Water Depreciation Fund
Depreciation Expenses
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CORE & MAIN	WATER METERS AND INSTALL	AP110722	4390	Capital Improv-Infrastructure	85,789.00
CORE & MAIN	PARTS & SUPPLIES FOR WATER METERS /INSTALLATION	AP110722	4390	Capital Improv-Infrastructure	1,385.00
CORE & MAIN	PARTS/SUPPLIES FOR WATER METERS /INSTALLATION	AP110722	4390	Capital Improv-Infrastructure	9,167.50
CORE & MAIN	WATER METERS	AP110722	4390	Capital Improv-Infrastructure	57,834.00
CORE & MAIN	CREDIT ON INVOICE R351732	AP110722	4390	Capital Improv-Infrastructure	(5,103.00)
HBK WATER METER SERVICE	WATER METER TESTS	AP110722	4390	Capital Improv-Infrastructure	317.02
HBK WATER METER SERVICE	WATER METER TESTS	AP110722	4390	Capital Improv-Infrastructure	317.02
JX TRUCK CENTER- BOLINGBROOK	STOCK #2132288 2023 PETERBILT-	AP102022	4815	Equipment	115,576.21
ODYSSEY GROUP LLC	40 FT STORAGE CONTAINER	AP110722	4390	Capital Improv-Infrastructure	390.00
UNI-CARRIER	METER DELIVERY	AP110722	4390	Capital Improv-Infrastructure	<u>55.00</u>
				Total Depreciation Expenses	<u>265,727.75</u>
				Total Water Depreciation Fund	<u>265,727.75</u>

CITY OF DARIEN
Expenditure Journal
FESA - Justice - 1
Drug Forfeiture Expenditures
From 10/18/2022 Through 11/7/2022

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
STOP STICK, LTD.	3 PIRANHA STOP STICKS	AP110722	4213	Dues and Subscriptions	128.00
				Total Drug Forfeiture Expenditures	128.00
				Total FESA - Justice - 1	128.00

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 10/18/2022 Through 11/7/2022

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
BANK OF NEW YORK MELLON	DARIEN 15- INVOICE 252-2507052- AGENT FEE	AP110722	4945	Debt Retire - Property	750.00
RAGS ELECTRIC	75TH AND FARMINGDALE DR POLE REPAIRS	AP110722	4390	Capital Improv-Infrastructure	29,963.00
SHREVE SERVICES INC	DITCH PROJECT: ELEANOR PLACE (8-31-22 thru 9-2-22)	AP110722	4376	Ditch Projects	6,016.00
SHREVE SERVICES INC	DITCH PROJECT: ELEANOR PLACE (9-27, 29 and 30)	AP110722	4376	Ditch Projects	1,280.00
SUBURBAN CONCRETE, INC.	2022 CONCRETE PROGRAM- HIGH RD	AP110722	4376	Ditch Projects	5,519.25
SUBURBAN CONCRETE, INC.	2022 CONCRETE PROGRAM -SIDEWALKS	AP110722	4380	Sidewalk Replacement Progr...	61,047.20
SUBURBAN CONCRETE, INC.	2022 CONCRETE PROGRAM -BOND REIMBURSEMENT	AP110722	4381	Residential Concrete Program	1,049.69
SUBURBAN CONCRETE, INC.	2022 CONCRETE PROGRAM - CURB & GUTTER	AP110722	4383	Curb & Gutter Replacement ...	23,662.33
				Total Capital Fund Expenditures	129,287.47
				Total Capital Improvement Fund	129,287.47
Report Total					934,591.58

CITY OF DARIEN
REVENUE AND EXPENDITURE REPORT SUMMARY
September 30, 2022

GENERAL FUND - (01)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 2,335,869	\$ 9,624,418	\$ 15,976,337
Expenditures	\$ 1,480,570	\$ 6,393,722	\$ 15,101,692
Audited 5/1/22 Opening Fund Balance:			\$ 8,398,935
Transfer to Capital Fund			\$ (5,500,000)
Current Fund Balance:			\$ 6,129,631

WATER FUND - (02)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,317,804	\$ 2,461,826	\$ 7,824,503
Expenditures	\$ 623,957	\$ 2,555,998	\$ 8,170,560
Audited 5/1/22 Cash Balance			\$ 4,946,870
Transfer to Water Depreciation Fund			\$ (1,500,000)
Current Modified Cash Balance:			\$ 3,352,698

MOTOR FUEL TAX FUND - (03)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 316,904	\$ 621,110	\$ 1,079,510
Expenditures	\$ 27,965	\$ 305,866	\$ 945,274
Audited 5/1/22 Opening Fund Balance:			\$ 938,035
Current Fund Balance:			\$ 1,253,279

WATER DEPRECIATION FUND (12)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 5,638	\$ 14,316	\$ 1,000
Expenditures	\$ 266,358	\$ 1,028,880	\$ 3,287,000
Audited 5/1/22 Cash Balance			\$ 2,256,707
Transfer from Water Fund			\$ 1,500,000
Current Modified Cash Balance:			\$ 2,742,142

CAPITAL IMPROVEMENT FUND (25)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,559,800	\$ 1,728,073	\$ 1,767,590
Expenditures	\$ 534,452	\$ 2,683,584	\$ 5,885,205
Audited 5/1/22 Opening Fund Balance:			\$ 10,173,430
Transfer from General Fund			\$ 5,500,000
Current Fund Balance:			\$ 14,717,920

	Current Actual Year to Date	Current Budgeted F.Y.E. '23	Prior Year Actual Through September 21
Property Tax Collections	\$ 2,421,072	\$ 2,497,843	\$ 2,434,323
Sales Tax Collections	\$ 2,915,540	\$ 6,340,730	\$ 2,763,738
Drug forfeiture Receipts	\$ 63,965	\$ -	\$ -

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	805,981.86	640,353.00	2,227,470.26	1,950,353.00	2,300,353.00	(72,882.74)	3.16%
Road and Bridge Tax	3120	84,288.89	70,000.00	232,956.81	201,000.00	210,000.00	22,956.81	(10.93)%
Municipal Utility Tax	3130	98,799.38	95,000.00	452,488.96	390,000.00	1,020,676.00	(568,187.04)	55.66%
Amusement Tax	3140	15,438.06	9,000.00	40,636.40	45,000.00	107,099.00	(66,462.60)	62.05%
Hotel/Motel Tax	3150	9,591.85	7,000.00	39,775.99	33,000.00	73,079.00	(33,303.01)	45.57%
Local Gas Tax	3151	16,543.02	18,750.00	87,271.55	94,181.00	225,431.00	(138,159.45)	61.28%
Food and Beverage Tax	3152	57,692.56	50,651.00	308,151.38	249,651.00	598,651.00	(290,499.62)	48.52%
Personal Property Tax	3425	47.99	0.00	9,353.62	3,400.00	7,621.00	1,732.62	(22.73)%
Total Taxes		<u>1,088,383.61</u>	<u>890,754.00</u>	<u>3,398,104.97</u>	<u>2,966,585.00</u>	<u>4,542,910.00</u>	<u>(1,144,805.03)</u>	<u>25.20%</u>
License, Permits, Fees								
Business Licenses	3210	865.00	200.00	9,245.25	9,100.00	30,000.00	(20,754.75)	69.18%
Liquor License	3212	75.00	500.00	70,150.00	69,000.00	71,725.00	(1,575.00)	2.19%
Contractor Licenses	3214	1,260.00	1,500.00	8,700.00	11,000.00	18,000.00	(9,300.00)	51.66%
Court Fines	3216	12,477.78	6,500.00	61,733.36	32,766.00	78,266.00	(16,532.64)	21.12%
Towing Fees	3217	5,000.00	4,500.00	25,500.00	23,541.00	55,041.00	(29,541.00)	53.67%
Ordinance Fines	3230	2,950.00	2,300.00	16,237.72	11,500.00	27,428.00	(11,190.28)	40.79%
Building Permits and Fees	3240	179,105.00	5,000.00	243,672.00	30,000.00	35,000.00	208,672.00	(596.20)%
Telecommunication Taxes	3242	23,485.88	22,000.00	118,730.25	119,444.00	273,444.00	(154,713.75)	56.57%
Cable T.V. Franchise Fee	3244	0.00	25,800.00	111,875.42	170,800.00	440,800.00	(328,924.58)	74.61%
PEG - Fees - AT&T	3245	0.00	0.00	1,768.42	0.00	0.00	1,768.42	0.00%
NICOR Franchise Fee	3246	0.00	0.00	0.00	0.00	25,000.00	(25,000.00)	100.00%
Public Hearing Fees	3250	1,580.00	150.00	2,885.00	950.00	2,000.00	885.00	(44.25)%
Elevator Inspections	3255	80.00	1,500.00	130.00	3,200.00	3,500.00	(3,370.00)	96.28%
Engineering/Prof Fee Reimb	3265	5,335.00	6,200.00	80,872.99	30,900.00	74,000.00	6,872.99	(9.28)%
Police Special Service	3268	3,974.49	10,000.00	36,683.47	34,880.00	99,880.00	(63,196.53)	63.27%
Total License, Permits, Fees		<u>236,188.15</u>	<u>86,150.00</u>	<u>788,183.88</u>	<u>547,081.00</u>	<u>1,234,084.00</u>	<u>(445,900.12)</u>	<u>36.13%</u>
Charges for Services								
Inspections/Tap on/Permits	3320	50.00	0.00	50.00	0.00	0.00	50.00	0.00%
Total Charges for Services		<u>50.00</u>	<u>0.00</u>	<u>50.00</u>	<u>0.00</u>	<u>0.00</u>	<u>50.00</u>	<u>0.00%</u>
Intergovernmental								

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
State Income Tax	3410	193,935.01	179,000.00	1,622,792.17	896,089.00	2,129,089.00	(506,296.83)	23.77%
Local Use Tax	3420	77,436.65	69,440.00	345,571.19	347,440.00	830,440.00	(484,868.81)	58.38%
Sales Taxes	3430	635,097.30	550,000.00	2,915,540.27	2,750,000.00	6,340,730.00	(3,425,189.73)	54.01%
Video Gaming Revenue	3432	<u>26,236.71</u>	<u>20,000.00</u>	<u>134,540.29</u>	<u>100,000.00</u>	<u>242,112.00</u>	<u>(107,571.71)</u>	<u>44.43%</u>
Total Intergovernmental		932,705.67	818,440.00	5,018,443.92	4,093,529.00	9,542,371.00	(4,523,927.08)	47.41%
Other Revenue								
Interest Income	3510	7,292.36	350.00	23,911.60	1,700.00	4,000.00	19,911.60	(497.79)%
Water Share Expense	3520	20,833.34	20,833.33	104,166.70	104,166.69	250,000.00	(145,833.30)	58.33%
Police Report/Prints	3534	240.00	420.00	1,470.00	2,090.00	5,000.00	(3,530.00)	70.60%
Reimbursement-Rear Yard Drain	3541	(5,173.56)	0.00	65,705.49	0.00	0.00	65,705.49	0.00%
Grants	3560	1,027.31	0.00	3,027.31	0.00	0.00	3,027.31	0.00%
Rents	3561	23,459.94	23,000.00	140,571.00	122,379.00	287,379.00	(146,808.00)	51.08%
Other Reimbursements	3562	18,805.33	4,175.00	35,153.57	20,775.00	50,000.00	(14,846.43)	29.69%
Residential Concrete Reimb	3563	7,850.11	0.00	28,785.06	0.00	0.00	28,785.06	0.00%
Mail Box Reimbursement Program	3569	1,263.02	0.00	2,515.96	0.00	0.00	2,515.96	0.00%
Impact Fee Revenue	3570	250.00	0.00	250.00	0.00	0.00	250.00	0.00%
Sales of Wood Chips	3572	235.00	250.00	3,325.00	1,250.00	3,000.00	325.00	(10.83)%
Sale of Equipment	3575	717.02	425.00	1,757.03	2,125.00	5,000.00	(3,242.97)	64.85%
Miscellaneous Revenue	3580	<u>1,742.18</u>	<u>1,675.00</u>	<u>8,996.84</u>	<u>8,375.00</u>	<u>20,000.00</u>	<u>(11,003.16)</u>	<u>55.01%</u>
Total Other Revenue		78,542.05	51,128.33	419,635.56	262,860.69	624,379.00	(204,743.44)	32.79%
Total Revenue		2,335,869.48	1,846,472.33	9,624,418.33	7,870,055.69	15,943,744.00	(6,319,325.67)	39.64%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Charges for Services							
Water Sales	3310 1,278,910.20	651,003.00	2,405,411.91	3,259,003.00	7,816,003.00	(5,410,591.09)	69.22%
Inspections/Tap on/Permits	3320 30,208.04	425.00	35,059.74	2,125.00	5,000.00	30,059.74	(601.19)%
Sale of Meters	3325 4,436.00	85.00	4,436.00	425.00	1,000.00	3,436.00	(343.60)%
Other Water Sales	3390 0.00	85.00	0.00	425.00	1,000.00	(1,000.00)	100.00%
Total Charges for Services	1,313,554.24	651,598.00	2,444,907.65	3,261,978.00	7,823,003.00	(5,378,095.35)	68.75%
Other Revenue							
Interest Income	3510 4,249.51	125.00	16,917.84	625.00	1,500.00	15,417.84	(1,027.85)%
Total Other Revenue	4,249.51	125.00	16,917.84	625.00	1,500.00	15,417.84	(1,027.86)%
Total Revenue	1,317,803.75	651,723.00	2,461,825.49	3,262,603.00	7,824,503.00	(5,362,677.51)	68.54%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Motor Fuel Tax
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Intergovernmental							
MFT Allotment	3440 72,359.45	70,000.00	373,141.69	350,418.00	836,418.00	(463,276.31)	55.38%
Total Intergovernmental	72,359.45	70,000.00	373,141.69	350,418.00	836,418.00	(463,276.31)	55.39%
Other Revenue							
Interest Income	3510 1,951.95	45.00	5,376.48	210.00	500.00	4,876.48	(975.29)%
Grants	3560 242,592.38	0.00	242,592.38	242,592.00	242,592.00	0.38	0.00%
Total Other Revenue	244,544.33	45.00	247,968.86	242,802.00	243,092.00	4,876.86	(2.01)%
Total Revenue	316,903.78	70,045.00	621,110.55	593,220.00	1,079,510.00	(458,399.45)	42.46%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Stormwater Management Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 112.05	0.00	329.68	0.00	0.00	329.68	0.00%
Total Other Revenue	<u>112.05</u>	<u>0.00</u>	<u>329.68</u>	<u>0.00</u>	<u>0.00</u>	<u>329.68</u>	<u>0.00%</u>
Total Revenue	112.05	0.00	329.68	0.00	0.00	329.68	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Special Service Area Tax Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 1,710.77	425.00	4,719.77	2,125.00	5,000.00	(280.23)	5.60%
Total Taxes	1,710.77	425.00	4,719.77	2,125.00	5,000.00	(280.23)	5.60%
Other Revenue							
Interest Income	3510 46.46	8.00	141.47	42.00	100.00	41.47	(41.47)%
Total Other Revenue	46.46	8.00	141.47	42.00	100.00	41.47	(41.47)%
Total Revenue	1,757.23	433.00	4,861.24	2,167.00	5,100.00	(238.76)	4.68%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
State Drug Forfeiture Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 0.28	0.00	0.82	0.00	0.00	0.82	0.00%
Drug Forfeiture Receipts	3538 0.00	0.00	1,020.50	0.00	0.00	1,020.50	0.00%
Total Other Revenue	<u>0.28</u>	<u>0.00</u>	<u>1,021.32</u>	<u>0.00</u>	<u>0.00</u>	<u>1,021.32</u>	<u>0.00%</u>
Total Revenue	0.28	0.00	1,021.32	0.00	0.00	1,021.32	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Depreciation Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 5,637.98	84.00	14,315.95	418.00	1,000.00	13,315.95	(1,331.59)%
Transfer from Water Fund	3610 0.00	0.00	1,500,000.00	1,500,000.00	1,500,000.00	0.00	0.00%
Total Other Revenue	<u>5,637.98</u>	<u>84.00</u>	<u>1,514,315.95</u>	<u>1,500,418.00</u>	<u>1,501,000.00</u>	<u>13,315.95</u>	<u>(0.89)%</u>
Total Revenue	5,637.98	84.00	1,514,315.95	1,500,418.00	1,501,000.00	13,315.95	(0.89)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
FESA - Justice - 1
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 177.24	0.00	611.82	0.00	0.00	611.82	0.00%
Drug Forfeiture Receipts	3538 <u>55,138.43</u>	<u>0.00</u>	<u>62,944.66</u>	<u>0.00</u>	<u>0.00</u>	<u>62,944.66</u>	<u>0.00%</u>
Total Other Revenue	<u>55,315.67</u>	<u>0.00</u>	<u>63,556.48</u>	<u>0.00</u>	<u>0.00</u>	<u>63,556.48</u>	<u>0.00%</u>
Total Revenue	55,315.67	0.00	63,556.48	0.00	0.00	63,556.48	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
FESA - Treasury - 2
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 18.43	0.00	64.45	0.00	0.00	64.45	0.00%
Total Other Revenue	<u>18.43</u>	<u>0.00</u>	<u>64.45</u>	<u>0.00</u>	<u>0.00</u>	<u>64.45</u>	<u>0.00%</u>
Total Revenue	18.43	0.00	64.45	0.00	0.00	64.45	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
DUI Technology Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
License, Permits, Fees								
D.U.I. Technology Fines	3267	350.00	290.00	5,679.63	1,450.00	3,500.00	2,179.63	(62.27)%
Total License, Permits, Fees		350.00	290.00	5,679.63	1,450.00	3,500.00	2,179.63	(62.28)%
Other Revenue								
Interest Income	3510	10.74	0.00	36.82	0.00	0.00	36.82	0.00%
Total Other Revenue		10.74	0.00	36.82	0.00	0.00	36.82	0.00%
Total Revenue		360.74	290.00	5,716.45	1,450.00	3,500.00	2,216.45	(63.33)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
E-Citation Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 1.54	0.00	5.29	0.00	0.00	5.29	0.00%
Total Other Revenue	<u>1.54</u>	<u>0.00</u>	<u>5.29</u>	<u>0.00</u>	<u>0.00</u>	<u>5.29</u>	<u>0.00%</u>
Total Revenue	1.54	0.00	5.29	0.00	0.00	5.29	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Capital Improvement Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 68,342.35	46,990.00	188,881.94	152,990.00	192,490.00	(3,608.06)	1.87%
Total Taxes	68,342.35	46,990.00	188,881.94	152,990.00	192,490.00	(3,608.06)	1.87%
Other Revenue							
Interest Income	3510 19,838.65	425.00	63,405.20	2,025.00	5,000.00	58,405.20	(1,168.10)%
Grants	3560 1,471,619.40	0.00	1,475,786.40	1,570,100.00	1,570,100.00	(94,313.60)	6.00%
Transfer from Other Funds	3612 1,700,000.00	0.00	5,500,000.00	3,800,000.00	3,800,000.00	1,700,000.00	(44.73)%
Total Other Revenue	3,191,458.05	425.00	7,039,191.60	5,372,125.00	5,375,100.00	1,664,091.60	(30.96)%
Total Revenue	3,259,800.40	47,415.00	7,228,073.54	5,525,115.00	5,567,590.00	1,660,483.54	(29.82)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Administration
General Fund
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	28,363.07	30,930.00	138,989.50	154,654.00	371,164.00	232,174.50	62.55%
Overtime	4030	63.18	0.00	126.36	0.00	0.00	(126.36)	0.00%
State Unemployment Insurance	4050	0.00	0.00	255.00	0.00	0.00	(255.00)	0.00%
Total Salaries		<u>28,426.25</u>	<u>30,930.00</u>	<u>139,370.86</u>	<u>154,654.00</u>	<u>371,164.00</u>	<u>231,793.14</u>	<u>62.45%</u>
Benefits								
Social Security	4110	1,659.85	1,918.00	8,965.15	9,590.00	23,012.00	14,046.85	61.04%
Medicare	4111	388.21	448.50	2,096.76	2,242.50	5,382.00	3,285.24	61.04%
I.M.R.F.	4115	2,842.63	3,093.00	15,279.60	15,465.00	37,116.00	21,836.40	58.83%
Medical/Life Insurance	4120	6,752.45	6,078.00	33,657.50	30,394.00	72,940.00	39,282.50	53.85%
Supplemental Pensions	4135	369.20	400.00	2,030.60	2,000.00	4,800.00	2,769.40	57.69%
Total Benefits		<u>12,012.34</u>	<u>11,937.50</u>	<u>62,029.61</u>	<u>59,691.50</u>	<u>143,250.00</u>	<u>81,220.39</u>	<u>56.70%</u>
Materials and Supplies								
Dues and Subscriptions	4213	398.99	135.00	459.88	675.00	1,615.00	1,155.12	71.52%
Liability Insurance	4219	903.41	21,995.00	2,587.41	109,975.00	263,806.00	261,218.59	99.01%
Legal Notices	4221	902.00	165.00	1,410.75	845.00	2,000.00	589.25	29.46%
Maintenance - Equipment	4225	51.00	746.00	321.70	3,730.00	8,950.00	8,628.30	96.40%
Miscellaneous Expenditures	4232	0.00	0.00	76.53	0.00	0.00	(76.53)	0.00%
Postage/Mailings	4233	400.00	279.00	1,368.31	1,397.00	3,350.00	1,981.69	59.15%
Printing and Forms	4235	0.00	375.00	155.78	1,875.00	4,500.00	4,344.22	96.53%
Public Relations	4239	4,800.00	6,300.00	33,129.96	31,500.00	83,700.00	50,570.04	60.41%
Rent - Equipment	4243	375.00	210.00	750.00	1,050.00	2,500.00	1,750.00	70.00%
Supplies - Office	4253	129.47	675.00	2,245.17	3,375.00	8,000.00	5,754.83	71.93%
Supplies - Other	4257	23.90	50.00	23.90	250.00	500.00	476.10	95.22%
Training and Education	4263	0.00	125.00	0.00	625.00	1,500.00	1,500.00	100.00%
Travel/Meetings	4265	22.75	45.00	46.58	235.00	550.00	503.42	91.53%
Telephone	4267	2,060.43	3,593.00	10,150.08	17,969.00	43,000.00	32,849.92	76.39%
Utilities (Elec,Gas,Wtr,Sewer)	4271	162.77	210.00	864.83	1,050.00	2,500.00	1,635.17	65.40%
Vehicle (Gas and Oil)	4273	300.18	95.00	766.27	485.00	1,150.00	383.73	33.36%
Total Materials and Supplies		<u>10,529.90</u>	<u>34,998.00</u>	<u>54,357.15</u>	<u>175,036.00</u>	<u>427,621.00</u>	<u>373,263.85</u>	<u>87.29%</u>
Contractual								

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Administration
General Fund
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Audit	4320	18,500.00	0.00	18,500.00	13,875.00	18,500.00	0.00	0.00%
Consulting/Professional	4325	28,914.03	31,570.50	121,920.96	157,856.50	378,830.00	256,909.04	67.81%
Contingency	4330	0.00	825.00	0.00	4,225.00	10,000.00	10,000.00	100.00%
Janitorial Service	4345	1,618.00	1,860.00	6,472.00	9,300.00	22,300.00	15,828.00	70.97%
Total Contractual		49,032.03	34,255.50	146,892.96	185,256.50	429,630.00	282,737.04	65.81%
Other Charges								
Transfer to Other Funds	4605	1,700,000.00	0.00	5,500,000.00	0.00	0.00	(5,500,000.00)	0.00%
Total Other Charges		1,700,000.00	0.00	5,500,000.00	0.00	0.00	(5,500,000.00)	0.00%
Capital Outlay								
Equipment	4815	0.00	16,300.00	0.00	49,750.00	68,500.00	68,500.00	100.00%
Total Capital Outlay		0.00	16,300.00	0.00	49,750.00	68,500.00	68,500.00	100.00%
Total Expenditures		1,800,000.52	128,421.00	5,902,650.58	624,388.00	1,440,165.00	(4,462,485.58)	(309.86)%
Total		(1,800,000.52)	(128,421.00)	(5,902,650.58)	(624,388.00)	(1,440,165.00)	4,462,485.58	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
City Council
General Fund
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	17,812.50	17,812.50	42,750.00	24,937.50	58.33%
Total Salaries		<u>3,562.50</u>	<u>3,562.50</u>	<u>17,812.50</u>	<u>17,812.50</u>	<u>42,750.00</u>	<u>24,937.50</u>	<u>58.33%</u>
Benefits								
Social Security	4110	220.88	221.00	1,104.38	1,105.00	2,651.00	1,546.62	58.34%
Medicare	4111	51.67	52.00	258.35	260.00	620.00	361.65	58.33%
Total Benefits		<u>272.55</u>	<u>273.00</u>	<u>1,362.73</u>	<u>1,365.00</u>	<u>3,271.00</u>	<u>1,908.27</u>	<u>58.34%</u>
Materials and Supplies								
Boards and Commissions	4205	0.00	125.00	28.25	625.00	1,500.00	1,471.75	98.11%
Cable Operations	4206	825.00	500.00	2,100.00	2,500.00	6,000.00	3,900.00	65.00%
Dues and Subscriptions	4213	0.00	2,205.00	22,294.96	11,025.00	26,440.00	4,145.04	15.67%
Public Relations	4239	0.00	108.00	0.00	544.00	1,300.00	1,300.00	100.00%
Training and Education	4263	0.00	85.00	0.00	425.00	1,000.00	1,000.00	100.00%
Travel/Meetings	4265	0.00	4.00	0.00	22.00	50.00	50.00	100.00%
Total Materials and Supplies		<u>825.00</u>	<u>3,027.00</u>	<u>24,423.21</u>	<u>15,141.00</u>	<u>36,290.00</u>	<u>11,866.79</u>	<u>32.70%</u>
Contractual								
Consulting/Professional	4325	0.00	250.00	211.16	1,250.00	3,000.00	2,788.84	92.96%
Trolley Contracts	4366	0.00	50.00	0.00	250.00	600.00	600.00	100.00%
Total Contractual		<u>0.00</u>	<u>300.00</u>	<u>211.16</u>	<u>1,500.00</u>	<u>3,600.00</u>	<u>3,388.84</u>	<u>94.13%</u>
Total Expenditures		<u>4,660.05</u>	<u>7,162.50</u>	<u>43,809.60</u>	<u>35,818.50</u>	<u>85,911.00</u>	<u>42,101.40</u>	<u>49.01%</u>
Total		(4,660.05)	(7,162.50)	(43,809.60)	(35,818.50)	(85,911.00)	(42,101.40)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Community Development
General Fund
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	25,138.34	26,695.00	128,414.69	133,475.00	320,336.00	191,921.31	59.91%
Overtime	4030	0.00	85.00	0.00	425.00	1,000.00	1,000.00	100.00%
Total Salaries		<u>25,138.34</u>	<u>26,780.00</u>	<u>128,414.69</u>	<u>133,900.00</u>	<u>321,336.00</u>	<u>192,921.31</u>	<u>60.04%</u>
Benefits								
Social Security	4110	1,509.12	1,595.00	8,449.98	7,975.00	19,135.00	10,685.02	55.84%
Medicare	4111	352.94	387.00	1,976.18	1,936.00	4,645.00	2,668.82	57.45%
I.M.R.F.	4115	1,162.23	1,347.00	6,378.10	6,735.00	16,163.00	9,784.90	60.53%
Medical/Life Insurance	4120	2,830.72	2,864.00	14,184.12	14,320.00	34,365.00	20,180.88	58.72%
Supplemental Pensions	4135	184.60	200.00	1,015.30	1,000.00	2,400.00	1,384.70	57.69%
Total Benefits		<u>6,039.61</u>	<u>6,393.00</u>	<u>32,003.68</u>	<u>31,966.00</u>	<u>76,708.00</u>	<u>44,704.32</u>	<u>58.28%</u>
Materials and Supplies								
Boards and Commissions	4205	0.00	100.00	40.00	500.00	1,200.00	1,160.00	96.66%
Dues and Subscriptions	4213	0.00	42.00	0.00	210.00	500.00	500.00	100.00%
Liability Insurance	4219	550.00	1,915.00	2,255.00	9,595.00	23,000.00	20,745.00	90.19%
Maintenance - Vehicles	4229	0.00	42.00	0.00	210.00	500.00	500.00	100.00%
Printing and Forms	4235	10.00	101.25	21.69	506.25	1,215.00	1,193.31	98.21%
Economic Development	4240	0.00	0.00	330,874.21	378,000.00	378,000.00	47,125.79	12.46%
Supplies - Office	4253	264.50	58.00	264.50	294.00	700.00	435.50	62.21%
Training and Education	4263	0.00	42.00	0.00	210.00	500.00	500.00	100.00%
Travel/Meetings	4265	0.00	17.00	0.00	85.00	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	178.09	83.00	505.87	419.00	1,000.00	494.13	49.41%
Total Materials and Supplies		<u>1,002.59</u>	<u>2,400.25</u>	<u>333,961.27</u>	<u>390,029.25</u>	<u>406,815.00</u>	<u>72,853.73</u>	<u>17.91%</u>
Contractual								
Consulting/Professional	4325	(30,478.00)	6,684.00	(12,974.00)	33,420.00	80,200.00	93,174.00	116.17%
Const/Prof Reimbursable	4328	3,905.00	5,667.00	71,684.18	28,335.00	68,000.00	(3,684.18)	(5.41)%
Total Contractual		<u>(26,573.00)</u>	<u>12,351.00</u>	<u>58,710.18</u>	<u>61,755.00</u>	<u>148,200.00</u>	<u>89,489.82</u>	<u>60.38%</u>
Total Expenditures		<u>5,607.54</u>	<u>47,924.25</u>	<u>553,089.82</u>	<u>617,650.25</u>	<u>953,059.00</u>	<u>399,969.18</u>	<u>41.97%</u>
Total		<u>(5,607.54)</u>	<u>(47,924.25)</u>	<u>(553,089.82)</u>	<u>(617,650.25)</u>	<u>(953,059.00)</u>	<u>(399,969.18)</u>	<u>0.00%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Public Works, Streets
General Fund
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	50,840.38	61,353.00	253,704.41	306,765.00	736,235.00	482,530.59	65.54%
Overtime	4030	8,472.70	6,500.00	59,147.47	32,500.00	78,000.00	18,852.53	24.16%
Total Salaries		<u>59,313.08</u>	<u>67,853.00</u>	<u>312,851.88</u>	<u>339,265.00</u>	<u>814,235.00</u>	<u>501,383.12</u>	<u>61.58%</u>
Benefits								
Social Security	4110	3,267.29	5,472.75	20,717.45	27,363.75	65,673.00	44,955.55	68.45%
Medicare	4111	802.10	960.75	4,883.22	4,803.75	11,529.00	6,645.78	57.64%
I.M.R.F.	4115	4,941.47	8,489.00	27,242.24	42,445.00	101,863.00	74,620.76	73.25%
Medical/Life Insurance	4120	12,738.24	13,175.00	62,889.32	65,875.00	158,095.00	95,205.68	60.22%
Supplemental Pensions	4135	184.60	200.00	1,015.30	1,000.00	2,400.00	1,384.70	57.69%
Total Benefits		<u>21,933.70</u>	<u>28,297.50</u>	<u>116,747.53</u>	<u>141,487.50</u>	<u>339,560.00</u>	<u>222,812.47</u>	<u>65.62%</u>
Materials and Supplies								
Liability Insurance	4219	4,854.20	2,544.00	9,672.04	12,721.00	30,529.00	20,856.96	68.31%
Maintenance - Building	4223	4,585.93	27,515.00	34,826.41	137,581.00	330,186.00	295,359.59	89.45%
Maintenance - Equipment	4225	252.40	3,250.00	5,395.28	16,250.00	39,000.00	33,604.72	86.16%
Maintenance - Vehicles	4229	8,727.05	6,250.00	49,960.70	31,250.00	75,000.00	25,039.30	33.38%
Postage/Mailings	4233	140.00	62.50	290.00	312.50	750.00	460.00	61.33%
Rent - Equipment	4243	0.00	3,975.00	2,807.00	19,875.00	47,700.00	44,893.00	94.11%
Supplies - Office	4253	(502.47)	284.00	277.89	1,420.00	3,403.00	3,125.11	91.83%
Supplies - Other	4257	7,301.19	16,397.00	28,088.22	81,986.00	196,765.00	168,676.78	85.72%
Small Tools & Equipment	4259	27.03	2,067.00	109.18	10,335.00	24,800.00	24,690.82	99.55%
Training and Education	4263	0.00	717.00	120.00	3,585.00	8,600.00	8,480.00	98.60%
Uniforms	4269	0.00	542.00	196.32	2,712.00	6,446.00	6,249.68	96.95%
Utilities (Elec,Gas,Wtr,Sewer)	4271	570.00	1,033.00	2,606.47	5,169.00	12,400.00	9,793.53	78.98%
Vehicle (Gas and Oil)	4273	11,314.42	4,767.50	24,297.69	23,837.50	57,210.00	32,912.31	57.52%
Total Materials and Supplies		<u>37,269.75</u>	<u>69,404.00</u>	<u>158,647.20</u>	<u>347,034.00</u>	<u>832,789.00</u>	<u>674,141.80</u>	<u>80.95%</u>
Contractual								
Consulting/Professional	4325	932.12	896.00	2,257.12	4,480.00	10,750.00	8,492.88	79.00%
Forestry	4350	5,231.00	10,852.50	33,946.69	54,262.50	130,230.00	96,283.31	73.93%
Street Light Oper & Maint.	4359	1,820.00	6,584.00	8,962.86	32,920.00	79,000.00	70,037.14	88.65%
Mosquito Abatement	4365	0.00	3,475.00	41,700.00	17,375.00	41,700.00	0.00	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Public Works, Streets
General Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Street Sweeping	4373 0.00	3,729.00	5,612.00	18,647.00	44,750.00	39,138.00	87.45%
Drainage Projects	4374 47,318.20	16,500.00	96,444.70	82,500.00	115,500.00	19,055.30	16.49%
Tree Trim/Removal	4375 (394.00)	40,125.00	0.00	200,625.00	240,750.00	240,750.00	100.00%
Total Contractual	54,907.32	82,161.50	188,923.37	410,809.50	662,680.00	473,756.63	71.49%
Capital Outlay							
Residential Concrete Program	4381 4,691.07	0.00	27,885.87	0.00	0.00	(27,885.87)	0.00%
Equipment	4815 0.00	1,178,500.00	84,950.00	1,178,500.00	1,178,500.00	1,093,550.00	92.79%
Total Capital Outlay	4,691.07	1,178,500.00	112,835.87	1,178,500.00	1,178,500.00	1,065,664.13	90.43%
Total Expenditures	178,114.92	1,426,216.00	890,005.85	2,417,096.00	3,827,764.00	2,937,758.15	76.75%
Total	(178,114.92)	(1,426,216.00)	(890,005.85)	(2,417,096.00)	(3,827,764.00)	(2,937,758.15)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Capital Fund Expenditures
Capital Improvement Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Consulting/Professional	4325 3,849.00	10,250.00	3,849.00	51,250.00	61,500.00	57,651.00	93.74%
Total Contractual	3,849.00	10,250.00	3,849.00	51,250.00	61,500.00	57,651.00	93.74%
Capital Outlay							
Ditch Projects	4376 296,122.16	0.00	983,243.70	1,866,200.00	1,866,200.00	882,956.30	47.31%
Sidewalk Replacement Program	4380 185,642.93	181,860.00	410,317.91	909,300.00	1,091,160.00	680,842.09	62.39%
Curb & Gutter Replacement Prog	4383 37,757.30	103,476.00	510,878.46	517,380.00	620,855.00	109,976.54	17.71%
Capital Improv-Infrastructure	4390 3,272.50	0.00	13,812.11	465,000.00	465,000.00	451,187.89	97.02%
Economic Incentive	4400 7,808.32	0.00	0.00	0.00	0.00	0.00	0.00%
Street Reconstruction/Rehab	4855 0.00	0.00	758,237.24	1,588,000.00	1,588,000.00	829,762.76	52.25%
Total Capital Outlay	530,603.21	285,336.00	2,676,489.42	5,345,880.00	5,631,215.00	2,954,725.58	52.47%
Debt Service							
Debt Retire - Property	4945 0.00	0.00	3,245.00	2,490.00	192,490.00	189,245.00	98.31%
Total Debt Service	0.00	0.00	3,245.00	2,490.00	192,490.00	189,245.00	98.31%
Total Expenditures	534,452.21	295,586.00	2,683,583.42	5,399,620.00	5,885,205.00	3,201,621.58	54.40%
Total	(534,452.21)	(295,586.00)	(2,683,583.42)	(5,399,620.00)	(5,885,205.00)	(3,201,621.58)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Police Department
General Fund
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	35,382.27	40,821.00	177,197.61	204,105.00	489,852.00	312,654.39	63.82%
Salaries - Officers	4020	304,385.41	329,826.00	1,462,144.54	1,649,130.00	3,957,912.00	2,495,767.46	63.05%
Overtime	4030	21,289.37	41,621.00	129,435.16	208,106.00	499,453.00	370,017.84	74.08%
Total Salaries		361,057.05	412,268.00	1,768,777.31	2,061,341.00	4,947,217.00	3,178,439.69	64.25%
Benefits								
Social Security	4110	2,111.72	2,531.00	11,761.53	12,655.00	30,371.00	18,609.47	61.27%
Medicare	4111	5,068.15	5,978.00	27,811.50	29,890.00	71,735.00	43,923.50	61.23%
I.M.R.F.	4115	3,397.38	3,881.00	18,530.30	19,405.00	46,570.00	28,039.70	60.20%
Medical/Life Insurance	4120	37,675.00	42,455.00	190,989.44	212,275.00	509,458.00	318,468.56	62.51%
SERVICE PENSION	4130	739,599.59	176,196.25	2,044,005.49	880,981.25	2,114,355.00	70,349.51	3.32%
Supplemental Pensions	4135	3,322.80	3,700.00	18,275.40	18,500.00	44,400.00	26,124.60	58.83%
Total Benefits		791,174.64	234,741.25	2,311,373.66	1,173,706.25	2,816,889.00	505,515.34	17.95%
Materials and Supplies								
Animal Control	4201	150.00	125.00	315.00	625.00	1,500.00	1,185.00	79.00%
Auxiliary Police	4203	109.99	167.00	109.99	839.00	2,000.00	1,890.01	94.50%
Boards and Commissions	4205	0.00	937.00	2,560.75	4,693.00	11,250.00	8,689.25	77.23%
Dues and Subscriptions	4213	125.00	246.00	255.00	1,232.00	2,950.00	2,695.00	91.35%
Investigation and Equipment	4217	1,967.65	4,920.00	14,421.28	24,600.00	59,030.00	44,608.72	75.56%
Liability Insurance	4219	4,268.97	7,752.00	20,689.14	38,768.00	93,020.00	72,330.86	77.75%
Maintenance - Equipment	4225	98.41	1,955.00	4,843.34	9,787.00	23,450.00	18,606.66	79.34%
Maintenance - Vehicles	4229	4,283.52	2,442.00	19,064.28	12,214.00	29,300.00	10,235.72	34.93%
Postage/Mailings	4233	450.00	358.00	1,375.80	1,794.00	4,300.00	2,924.20	68.00%
Printing and Forms	4235	0.00	125.00	0.00	625.00	1,500.00	1,500.00	100.00%
Public Relations	4239	0.00	292.00	1,392.49	1,460.00	3,500.00	2,107.51	60.21%
Rent - Equipment	4243	100.00	483.00	200.00	2,419.00	5,800.00	5,600.00	96.55%
Supplies - Office	4253	740.71	583.00	1,503.86	2,919.00	7,000.00	5,496.14	78.51%
Training and Education	4263	3,609.00	4,795.00	19,931.00	23,975.00	57,540.00	37,609.00	65.36%
Travel/Meetings	4265	11.25	1,541.00	2,154.43	7,721.00	18,500.00	16,345.57	88.35%
Telephone	4267	1,049.63	1,292.00	4,844.68	6,464.00	15,500.00	10,655.32	68.74%
Uniforms	4269	1,267.59	3,833.00	29,765.96	19,177.00	46,000.00	16,234.04	35.29%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Police Department
General Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Utilities (Elec, Gas, Wtr, Sewer)	4271 976.96	667.00	4,825.79	3,335.00	8,000.00	3,174.21	39.67%
Vehicle (Gas and Oil)	4273 20,746.19	6,250.00	43,635.59	31,250.00	75,000.00	31,364.41	41.81%
Total Materials and Supplies	39,954.87	38,763.00	171,888.38	193,897.00	465,140.00	293,251.62	63.05%
Contractual							
Consulting/Professional	4325 0.00	41,487.00	224,446.26	207,445.00	497,850.00	273,403.74	54.91%
Dumeg/Fiat/Child Center	4337 0.00	2,309.00	27,680.00	11,545.00	27,700.00	20.00	0.07%
Total Contractual	0.00	43,796.00	252,126.26	218,990.00	525,550.00	273,423.74	52.03%
Capital Outlay							
Equipment	4815 0.00	1,667.00	0.00	8,335.00	20,000.00	20,000.00	100.00%
Total Capital Outlay	0.00	1,667.00	0.00	8,335.00	20,000.00	20,000.00	100.00%
Total Expenditures	1,192,186.56	731,235.25	4,504,165.61	3,656,269.25	8,774,796.00	4,270,630.39	48.67%
Total	(1,192,186.56)	(731,235.25)	(4,504,165.61)	(3,656,269.25)	(8,774,796.00)	(4,270,630.39)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Drug Forfeiture Expenditures
State Drug Forfeiture Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Vehicle (Gas and Oil)	4273	603.23	0.00	921.16	0.00	(921.16)	0.00%
Total Materials and Supplies	<u>603.23</u>	<u>0.00</u>	<u>921.16</u>	<u>0.00</u>	<u>0.00</u>	<u>(921.16)</u>	<u>0.00%</u>
Total Expenditures	603.23	0.00	921.16	0.00	0.00	(921.16)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Drug Forfeiture Expenditures
FESA - Justice - 1
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Dues and Subscriptions	4213 17,327.20	0.00	26,228.60	0.00	0.00	(26,228.60)	0.00%
Total Materials and Supplies	17,327.20	0.00	26,228.60	0.00	0.00	(26,228.60)	0.00%
Total Expenditures	17,327.20	0.00	26,228.60	0.00	0.00	(26,228.60)	0.00%
Total	(17,930.43)	0.00	(27,149.76)	0.00	0.00	27,149.76	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Public Works, Water
Water Fund
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	42,032.40	51,649.75	211,044.09	258,248.75	619,797.00	408,752.91	65.94%
Overtime	4030	4,717.28	7,500.00	20,894.88	37,500.00	90,000.00	69,105.12	76.78%
Total Salaries		46,749.68	59,149.75	231,938.97	295,748.75	709,797.00	477,858.03	67.32%
Benefits								
Social Security	4110	2,698.84	3,667.25	14,862.69	18,336.25	44,007.00	29,144.31	66.22%
Medicare	4111	640.08	858.00	3,484.84	4,290.00	10,292.00	6,807.16	66.14%
I.M.R.F.	4115	5,600.27	5,915.00	31,709.09	29,575.00	70,980.00	39,270.91	55.32%
Medical/Life Insurance	4120	9,454.45	9,649.00	45,951.21	48,245.00	115,788.00	69,836.79	60.31%
Supplemental Pensions	4135	184.60	200.00	1,015.30	1,000.00	2,400.00	1,384.70	57.69%
Total Benefits		18,578.24	20,289.25	97,023.13	101,446.25	243,467.00	146,443.87	60.15%
Materials and Supplies								
Liability Insurance	4219	509.87	17,645.25	18,671.79	88,231.25	211,720.00	193,048.21	91.18%
Maintenance - Building	4223	1,513.82	3,546.00	9,871.63	17,731.00	42,553.00	32,681.37	76.80%
Maintenance - Equipment	4225	123.92	1,471.00	123.92	7,355.00	17,650.00	17,526.08	99.29%
Maintenance - Water System	4231	14,162.63	35,677.00	108,712.68	178,386.00	428,125.00	319,412.32	74.60%
Postage/Mailings	4233	0.00	133.00	0.00	669.00	1,600.00	1,600.00	100.00%
Quality Control	4241	752.97	904.00	1,488.57	4,522.00	10,850.00	9,361.43	86.28%
Service Charge	4251	20,833.34	20,833.00	104,166.70	104,169.00	250,000.00	145,833.30	58.33%
Supplies - Operation	4255	735.54	467.00	2,995.09	2,335.00	5,600.00	2,604.91	46.51%
Training and Education	4263	0.00	512.50	102.00	2,562.50	6,150.00	6,048.00	98.34%
Telephone	4267	451.54	1,129.50	2,589.54	5,647.50	13,550.00	10,960.46	80.88%
Uniforms	4269	339.49	322.00	1,449.49	1,610.00	3,825.00	2,375.51	62.10%
Utilities (Elec,Gas,Wtr,Sewer)	4271	1,900.03	3,500.00	8,846.30	17,500.00	42,000.00	33,153.70	78.93%
Vehicle (Gas and Oil)	4273	4,649.89	1,268.00	10,576.42	6,340.00	15,215.00	4,638.58	30.48%
Total Materials and Supplies		45,973.04	87,408.25	269,594.13	437,058.25	1,048,838.00	779,243.87	74.30%
Contractual								
Audit	4320	6,500.00	0.00	6,500.00	11,513.00	11,513.00	5,013.00	43.54%
Consulting/Professional	4325	0.00	1,246.00	0.00	6,230.00	14,950.00	14,950.00	100.00%
Leak Detection	4326	0.00	4,400.00	0.00	22,000.00	52,800.00	52,800.00	100.00%
Data Processing	4336	26,856.21	13,569.75	53,536.13	67,848.75	162,837.00	109,300.87	67.12%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Public Works, Water
Water Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
DuPage Water Commission	4340 459,895.94	401,349.00	1,798,200.61	2,006,745.00	4,816,183.00	3,017,982.39	62.66%
Total Contractual	493,252.15	420,564.75	1,858,236.74	2,114,336.75	5,058,283.00	3,200,046.26	63.26%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	1,500,000.00	0.00	0.00	(1,500,000.00)	0.00%
Total Other Charges	0.00	0.00	1,500,000.00	0.00	0.00	(1,500,000.00)	0.00%
Capital Outlay							
Equipment	4815 19,404.00	72,183.00	34,287.00	325,919.00	411,200.00	376,913.00	91.66%
Water Meter Purchases	4880 0.00	1,000.00	3,852.16	5,000.00	5,000.00	1,147.84	22.95%
Total Capital Outlay	19,404.00	73,183.00	38,139.16	330,919.00	416,200.00	378,060.84	90.84%
Debt Service							
Debt Retire-Water Refunding	4950 0.00	0.00	61,065.50	0.00	693,975.00	632,909.50	91.20%
Total Debt Service	0.00	0.00	61,065.50	0.00	693,975.00	632,909.50	91.20%
Total Expenditures	623,957.11	660,595.00	4,055,997.63	3,279,509.00	8,170,560.00	4,114,562.37	50.36%
Total	(623,957.11)	(660,595.00)	(4,055,997.63)	(3,279,509.00)	(8,170,560.00)	(4,114,562.37)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Depreciation Expenses
Water Depreciation Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Capital Outlay							
Capital Improv-Infrastructure	4390 266,358.00	421,430.00	1,028,880.49	2,182,150.00	3,025,000.00	1,996,119.51	65.98%
Equipment	4815 0.00	0.00	0.00	262,000.00	262,000.00	262,000.00	100.00%
Total Capital Outlay	266,358.00	421,430.00	1,028,880.49	2,444,150.00	3,287,000.00	2,258,119.51	68.70%
Total Expenditures	266,358.00	421,430.00	1,028,880.49	2,444,150.00	3,287,000.00	2,258,119.51	68.70%
Total	(266,358.00)	(421,430.00)	(1,028,880.49)	(2,444,150.00)	(3,287,000.00)	(2,258,119.51)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
MFT Expenses
Motor Fuel Tax
From 9/1/2022 Through 9/30/2022

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	20,055.14	20,000.00	105,826.49	100,000.00	267,807.00	161,980.51	60.48%
Overtime	4030	689.37	0.00	6,400.36	0.00	0.00	(6,400.36)	0.00%
Total Salaries		<u>20,744.51</u>	<u>20,000.00</u>	<u>112,226.85</u>	<u>100,000.00</u>	<u>267,807.00</u>	<u>155,580.15</u>	<u>58.09%</u>
Benefits								
Social Security	4110	1,286.16	1,000.00	6,958.07	5,000.00	17,162.00	10,203.93	59.45%
Medicare	4111	300.79	300.00	1,627.29	1,500.00	4,014.00	2,386.71	59.45%
I.M.R.F.	4115	2,074.45	2,750.00	11,222.69	13,750.00	36,262.00	25,039.31	69.05%
Total Benefits		<u>3,661.40</u>	<u>4,050.00</u>	<u>19,808.05</u>	<u>20,250.00</u>	<u>57,438.00</u>	<u>37,629.95</u>	<u>65.51%</u>
Materials and Supplies								
Road Material	4245	2,755.33	21,882.00	152,856.63	109,410.00	262,580.00	109,723.37	41.78%
Salt	4249	0.00	22,162.50	0.00	110,812.50	265,950.00	265,950.00	100.00%
Supplies - Other	4257	0.00	1,542.00	13,826.70	7,710.00	18,500.00	4,673.30	25.26%
Pavement Striping	4261	0.00	1,667.00	0.00	8,335.00	20,000.00	20,000.00	100.00%
Total Materials and Supplies		<u>2,755.33</u>	<u>47,253.50</u>	<u>166,683.33</u>	<u>236,267.50</u>	<u>567,030.00</u>	<u>400,346.67</u>	<u>70.60%</u>
Contractual								
Tree Trim/Removal	4375	0.00	1,500.00	0.00	7,500.00	18,000.00	18,000.00	100.00%
Total Contractual		<u>0.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>7,500.00</u>	<u>18,000.00</u>	<u>18,000.00</u>	<u>100.00%</u>
Capital Outlay								
Street Lights	4840	804.18	2,917.00	7,148.25	14,585.00	35,000.00	27,851.75	79.57%
Total Capital Outlay		<u>804.18</u>	<u>2,917.00</u>	<u>7,148.25</u>	<u>14,585.00</u>	<u>35,000.00</u>	<u>27,851.75</u>	<u>79.58%</u>
Total Expenditures		<u>27,965.42</u>	<u>75,720.50</u>	<u>305,866.48</u>	<u>378,602.50</u>	<u>945,275.00</u>	<u>639,408.52</u>	<u>67.64%</u>
Total		(27,965.42)	(75,720.50)	(305,866.48)	(378,602.50)	(945,275.00)	(639,408.52)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
SSA Expenditures
General Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Consulting/Professional	4325 2,000.00	0.00	2,000.00	0.00	0.00	(2,000.00)	0.00%
Total Contractual	<u>2,000.00</u>	<u>0.00</u>	<u>2,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>(2,000.00)</u>	<u>0.00%</u>
Total Expenditures	2,000.00	0.00	2,000.00	0.00	0.00	(2,000.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
SSA Expenditures
Special Service Area Tax Fund
From 9/1/2022 Through 9/30/2022

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Maintenance - Equipment	4225 0.00	125.00	0.00	625.00	1,500.00	1,500.00	100.00%
Total Materials and Supplies	0.00	125.00	0.00	625.00	1,500.00	1,500.00	100.00%
Contractual							
Consulting/Professional	4325 278.00	417.00	3,928.00	2,085.00	5,000.00	1,072.00	21.44%
Contingency	4330 0.00	20.00	0.00	110.00	250.00	250.00	100.00%
Total Contractual	278.00	437.00	3,928.00	2,195.00	5,250.00	1,322.00	25.18%
Total Expenditures	278.00	562.00	3,928.00	2,820.00	6,750.00	2,822.00	41.81%
Total	(2,278.00)	(562.00)	(5,928.00)	(2,820.00)	(6,750.00)	(822.00)	0.00%

CITY OF DARIEN -- CASH RESERVES
September 30, 2022

FUND	FUND NAME	TOTAL
01	General Fund	\$ 3,167,143.52
02	Water Fund	\$ 2,938,495.13
03	MFT Fund	\$ 1,179,167.03
05	Impact Fees Fund	\$ 14,764.00
07	Stormwater Management Fund	\$ 54,823.57
10	Special Service Area Tax Fund	\$ 26,021.09
11	State Drug Forfeiture Fund	\$ 108.32
12	Water Depreciation Fund	\$ 2,717,342.55
17	Federal Equitable Sharing Acct	\$ 219,154.56
18	Seized Asset Funds	\$ 2,664.00
19	DOT - Federal Equitable Sharing	\$ 18,858.46
23	DUI Technology Fund	\$ 45,281.73
24	E-Citation Fund	\$ 9,628.87
25	Capital Improvement Fund	\$ 14,815,377.90
	TOTAL	\$ 25,208,830.73

Prior Month Cash Balance

\$ 22,652,131.36

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 0.051% *	\$ 2,772.32
Republic Bank Federal Federal Sharing Acct - 1.20% *	\$ 238,013.02
Republic Bank Now Account - 1.21% *	\$ 8,576,966.81
Republic Bank Operating Account	\$ 128,059.09
Republic Bank Payroll Account - Zero Balance Acct	\$ (2,953.64)
Illinois Funds Money Market Account - 2.33%	\$ 7,485,028.47
IMET Investment Fund 2.516%	\$ 8,780,780.79
Cash on hand - PD - 1052	\$ 34.35
Petty Cash - CH - 1050	\$ 129.52
	TOTAL
	\$ 25,208,830.73

Market Value

Letter of Credit # 241421 - 10/3/2022 - 3/31/2023 @ 4:30

\$ 15,000,000

* Republic Bank interest rate is Annual Percentage Rate

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2023 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$36,350.00.

RESOLUTION

BACKGROUND/HISTORY

Attached, please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2023 Street Maintenance Program. The following roads are slated for the 2023 Street Maintenance Program:

PROPOSED 2023 ROAD PROGRAM

STREET	ROAD LENGTH (linear ft.)	SUBDIVISION/LIMIT	LAST REHAB	CURRENT RATING
GREENBRIAR LN	1200	BAILEY - GRANT	2013	70
PINE CT	600	GREENBRIAR - LIMIT	2012	71
HINSWOOD DR	1120	FRONTAGE - BOB-O-LINK	2008	68
OLD OAK PL	700	CARRAGE GREENS - ROYAL OAK	2009	67
OLD OAK CDS	250	CARRAGE GREENS - EAST LIMIT	2009	67
ROYAL OAK RD	800	OLD OAK PL - CARRAGE GREENS	2009	67
ROYAL OAK CDS	500	CARRAGE GREENS - EAST LIMIT	2007	67
PITCHER DR	860	AILSWORTH-CLIFFORD	2008	66
CLIFFORD RD	660	PITCHER-CLIFFORD	2008	69
STEWART RD	860	AILSWORTH-CLIFFORD	2008	69
HAVENS DR	360	STEWART-87TH	2004	65
DARIEN CLUB DR	5920	FAIRVIEW-CASS	2008	69
GALWAY CT	480	DARIEN CLUB-LIMIT	2011	70
SWEETBRIAR LN	2000	DARIEN CLUB-FAIRVIEW	2008	69
LIMERICK CT	600	DARIEN CLUB-LIMIT	2011	70
KELLY CT	650	SWEETBRIAR-LIMIT	2011	69
WARWICK DR	1900	JANET-79TH	2009	69
JANET AVE	1000	GAIL-EAST DEAD END	2009	69
BENTLEY AVE	600	72ND-73RD	2008	68
73RD	450	BENTLEY-TENNESSEE	2008	68
SIERRA DR	1350	71ST- 69TH	2008	69
SIERRA CT	400	SIERRA - LIMIT	2008	70
CHARLESTON DR	1210	67TH - CHESTNUT	2007	67
CHESTNUT LN	676	RICHMOND - CHARLESTON	2007	69
CREST RD	2200	67TH - HOLLY	2008	67
WILMETTE STAND PIPE	200	BAILEY - GRANT		

Total (ft)	27,546	BASE BID	5.2 miles		
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Pavement resurfacing will include the grinding 2 ¼ inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, 2 ½ inches of hotmix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 27,546 feet (5.2 miles) for base bid.

Task 1 – Field Reconnaissance: CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V \$210/hr x 6 hrs = \$ 1,260
 Engineer I/II \$125/hr x 50 hrs = \$ 6,250
 Total \$ 7,510

Task 2 – Preparation of Bid Booklet: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer V \$210/hr x 24 hrs = \$ 5,040
 Engineer I/II \$125/hr x 120 hrs = \$ 15,000
 Total \$ 20,040

Task 3 – Coordination Meetings: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$210/hr x 2 meetings x 3 hrs = \$630

Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$210/hr x 2 hrs = \$ 420
 Engineer I/II \$ 125/hr x 10 hrs = \$ 1,250
 Total \$ 1,670

Task 5 – Sampling Analysis – Quality Assurance Quality Control: The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering. CBBEL estimated the following fees for each of the tasks described above:

Task 1 Field Reconnaissance	\$ 7,510
Task 2 Preparation of Bid Booklet	\$20,040
Task 3 Coordination Meetings	\$ 630
Task 4 Bidding Assistance	\$ 1,670
Task 5 Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
Direct Costs	<u>\$ 500</u>
NOT TO EXCEED	\$36,350

Funding for the Engineering Services would be expended from the following line item of the FY22/232 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ENGINEERING BID SPECIFICATIONS	\$ 35,000.00	\$ 36,350.00	(\$1,350.00)

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$36,350.00.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2023 STREET MAINTENANCE PROGRAM CONTRACT BID BOOKLET IN AN AMOUNT NOT TO EXCEED \$36,350.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2023 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$36,350.00, 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 November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 23, 2022

City of Darien
City Hall
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
2023 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2023 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2023 Road Program will consist of resurfacing for the following streets:

PROPOSED 2023 ROAD PROGRAM		
STREET	SUBDIVISION/LIMITS	LENGTH
GREENBRIAR LN	BAILEY - GRANT	1200
PINE CT	GREENBRIAR - LIMIT	600
HINSWOOD DR	FRONTAGE - BOB-O-LINK	1120
OLD OAK PL	CARRAGE GREENS - ROYAL OAK	700
OLD OAK CDS	CARRAGE GREENS - EAST LIMIT	250
ROYAL OAK RD	OLD OAK PL - CARRAGE GREENS	800
ROYAL OAK CDS	CARRAGE GREENS - EAST LIMIT	500
PITCHER DR	AILSWORTH-CLIFFORD	860
CLIFFORD RD	PITCHER-CLIFFORD	660
STEWART RD	AILSWORTH-CLIFFORD	860

HAVENS DR	STEWART-87TH	360
DARIEN CLUB DR	FAIRVIEW-CASS	5920
GALWAY CT	DARIEN CLUB-LIMIT	480
SWEETBRIAR LN	DARIEN CLUB-FAIRVIEW	2000
LIMERICK CT	DARIEN CLUB-LIMIT	600
KELLY CT	SWEETBRIAR-LIMIT	650
WARWICK DR	JANET-79TH	1900
JANET AVE	GAIL-EAST DEAD END	1000
BENTLEY AVE	72ND-73RD	600
73RD	BENTLEY-TENNESSEE	450
SIERRA DR	71ST- 69TH	1350
SIERRA CT	SIERRA - LIMIT	400
CHARLESTON DR	67TH - CHESTNUT	1210
CHESTNUT LN	RICHMOND - CHARLESTON	676
CREST RD	67TH - HOLLY	2200
WILMETTE STAND PIPE	BAILEY - GRANT	200
Total (ft)		27,546
Total Miles		5.2

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, 2 ½ inches of hotmix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 27,546 feet (5.2 miles) for base bid.

SCOPE OF SERVICES

Task 1 – Field Reconnaissance: CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V \$210/hr x 6 hrs	= \$ 1,260
Engineer I/II \$125/hr x 50 hrs	= <u>\$ 6,250</u>
Total	\$ 7,510

Task 2 – Preparation of Bid Booklet: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer V \$210/hr x 24 hrs	= \$ 5,040
Engineer I/II \$125/hr x 120 hrs	= <u>\$ 15,000</u>
Total	\$ 20,040

Task 3 – Coordination Meetings: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$210/hr x 2 meetings x 3 hrs	= \$630
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Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$210/hr x 2 hrs	= \$ 420
Engineer I/II \$ 125/hr x 10 hrs	= <u>\$ 1,250</u>
Total	\$ 1,670

Task 5 – Sampling Analysis – Quality Assurance Quality Control: The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field

reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

FEE ESTIMATE

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Field Reconnaissance	\$ 7,510
Task 2	Preparation of Bid Booklet	\$20,040
Task 3	Coordination Meetings	\$ 630
Task 4	Bidding Assistance	\$ 1,670
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	<u>\$ 500</u>
	NOT TO EXCEED	\$36,350

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. 2022 Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR CITY OF DARIEN:

BY: _____

TITLE: _____

DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

<u>Personnel</u>	Charges* (\$/Hr)
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2022 Street Maintenance Program, in an amount not to exceed \$16,200.00.

RESOLUTION

BACKGROUND/HISTORY

Attached please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 59 pavement corings for the tentatively proposed 2023 Street Maintenance Program. The following roads are slated for the 2023 Street Maintenance Program:

PROPOSED 2023 ROAD PROGRAM

STREET	RATING	LIMIT	ROAD LENGTH	CORES	LAST REHAB
GREENBRIAR LN	70	BAILEY - GRANT	1,200	2	2013
PINE CT	71	GREENBRIAR - LIMIT	600	1	2012
HINSWOOD DR	68	FRONTAGE - BOB-O-LINK	1,120	2	2008
OLD OAK PL	67	CARRAGE GREENS - ROYAL OAK	700	2	2009
OLD OAK CDS	67	CARRAGE GREENS - EAST LIMIT	250	1	2009
ROYAL OAK RD	67	OLD OAK PL - CARRAGE GREENS	800	2	2009
ROYAL OAK CDS	67	CARRAGE GREENS - EAST LIMIT	500	1	2007
PITCHER DR	66	AILSWORTH-CLIFFORD	860	2	2008
CLIFFORD RD	69	PITCHER-CLIFFORD	660	1	2008
STEWART RD	69	AILSWORTH-CLIFFORD	860	2	2008
HAVENS DR	65	STEWART-87TH	360	1	2004
DARIEN CLUB DR	69	FAIRVIEW-CASS	5,920	12	2008
GALWAY CT	70	DARIEN CLUB-LIMIT	480	1	2011
SWEETBRIAR LN	69	DARIEN CLUB-FAIRVIEW	2,000	4	2008
LIMERICK CT	70	DARIEN CLUB-LIMIT	600	1	2011
KELLY CT	69	SWEETBRIAR-LIMIT	650	1	2011
WARWICK DR	69	JANET-79TH	1,900	4	2009
JANET AVE	69	GAIL-EAST DEAD END	1,000	2	2009
BENTLEY AVE	68	72ND-73RD	600	1	2008
JANET AVE	68	GAIL-EAST DEAD END	1,000	2	2008
BENTLEY AVE	69	72ND-73RD	600	1	2008
73RD	70	BENTLEY-TENNESSEE	450	1	2013
SIERRA DR	71	71ST- 69TH	1,350	3	2012
SIERRA CT	70	SIERRA - LIMIT	400	1	2008
CHARLESTON DR	67	67TH - CHESTNUT	1,210	2	2007
CHESTNUT LN	69	RICHMOND - CHARLESTON	676	1	2007
CREST RD	67	67TH - HOLLY	2,200	4	2008
WILMETTE STAND PIPE	70		200	1	2008
			Total	59	

The proposed Engineering Agreement includes the following scope of services:

Task 1 - Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 59 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 - Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2023 Road Program based on the City’s budget.

CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.

CBBEL estimates the following fees for each of the tasks described above:

Task 1 Geotechnical Investigation	\$ 15,200
Task 2 Evaluation of Geotechnical Report	<u>\$ 1,000</u>
TOTAL	\$ 16,200

Funding for the Engineering Services would be expended from the following line item of the FY 22/23 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22/23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ROAD CORE SPECS TESTING SERVICES	\$ 16,500.00	\$ 16,200.00	\$ 300.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$16,200.00.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2023 STREET MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$16,200.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2023 Street Maintenance Program in an amount not to exceed a total cost of \$16,200.00, a copy of which is attached hereto as “**Exhibit A**” and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 23, 2022

City of Darien
City Hall
1702 Plainfield Road
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
2023 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2023 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2023 Road Program will consist of the following streets:

PROPOSED 2023 ROAD PROGRAM			
STREET	LIMITS	ROAD LENGTH	CORES
GREENBRIAR LN	BAILEY - GRANT	1,200	2
PINE CT	GREENBRIAR - LIMIT	600	1
HINSWOOD DR	FRONTAGE - BOB-O-LINK	1,120	2
OLD OAK PL	CARRAGE GREENS - ROYAL OAK	700	2
OLD OAK CDS	CARRAGE GREENS - EAST LIMIT	250	1
ROYAL OAK RD	OLD OAK PL - CARRAGE GREENS	800	2
ROYAL OAK CDS	CARRAGE GREENS - EAST LIMIT	500	1
PITCHER DR	AILSWORTH-CLIFFORD	860	2
CLIFFORD RD	PITCHER-CLIFFORD	660	1
STEWART RD	AILSWORTH-CLIFFORD	860	2
HAVENS DR	STEWART-87TH	360	1
DARIEN CLUB DR	FAIRVIEW-CASS	5,920	12
GALWAY CT	DARIEN CLUB-LIMIT	480	1
SWEETBRIAR LN	DARIEN CLUB-FAIRVIEW	2,000	4
LIMERICK CT	DARIEN CLUB-LIMIT	600	1

KELLY CT	SWEETBRIAR-LIMIT	650	1
WARWICK DR	JANET-79TH	1,900	4
JANET AVE	GAIL-EAST DEAD END	1,000	2
BENTLEY AVE	72ND-73RD	600	1
JANET AVE	GAIL-EAST DEAD END	1,000	2
BENTLEY AVE	72ND-73RD	600	1
73RD	BENTLEY-TENNESSEE	450	1
SIERRA DR	71ST- 69TH	1,350	3
SIERRA CT	SIERRA - LIMIT	400	1
CHARLESTON DR	67TH - CHESTNUT	1,210	2
CHESTNUT LN	RICHMOND - CHARLESTON	676	1
CREST RD	67TH - HOLLY	2,200	4
WILMETTE STAND PIPE		200	1
		TOTAL	59

SCOPE OF WORK

Task 1 – Geotechnical Investigation

A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 59 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 – Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2023 Road Program based on the City’s budget.

CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.

ESTIMATE OF FEE

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Geotechnical Investigation	\$ 15,200
Task 2	Evaluation of Geotechnical Report	\$ 1,000
	TOTAL	\$ 16,200

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. 2022 Schedule of Charges
General Terms and Conditions

THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND
CONDITIONS ACCEPTED FOR CITY OF DARIEN:

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2022

<u>Personnel</u>	Charges* (\$/Hr)
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution accepting a proposal from Consulting Engineering, Inc. for the 2022 Water Leak Survey, in amount not to exceed \$12,916.80.

RESOLUTION

BACKGROUND/HISTORY

The FY 22/23 Budget includes \$17,000.00 for this year's Water Leak Survey Program. The leak survey program consists of surveying 473,616 lineal feet (89.7 lineal miles) of water main and the pinpointing of leaks found in the system. Based on leak detection results from previous years, an average of 20 various leaks per year have been located.

City staff had solicited for competitive quotes and received two. The lowest responsive quote was from Consulting Engineering, Inc., see [Attachment A](#). City Staff has verified the references provided with satisfactory responses.

Funding for the Water Leak Maintenance Program would be expended from the following line item of the FY22/23 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4326	N/A	Leak Locating Quality Control	\$17,000.00	\$12,916.80	\$4,083.20

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends a resolution accepting a proposal from Consulting Engineering Inc. for the 2022 Water Leak Survey, in amount not to exceed \$12,916.80.

ALTERNATE CONSIDERATION

Not approving this proposal.

DECISION MODE

This item will be on the November 7, 2022 City Council agenda for formal consideration.

REQUEST FOR QUOTE 2022 WATER OCTOBER 7, 2022 @ 12:00 p.m.

2022 COST CENTER ANALYSIS

Competitive Quote Summary		
Vendor	Cost	Package Price
Consulting Engineering, Inc.	\$12,916.80	\$12,916.80
American Leak Detection	\$32,200.00	\$32,200.00

Break Size: 1/16" x 180 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon-Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 3.32	16,644,000	\$ 55,258.08
4	81,400	\$ 3.32	29,711,000	\$ 98,640.52
6	136,800	\$ 3.32	49,932,000	\$ 165,774.24
8	182,400	\$ 3.32	66,576,000	\$ 221,032.32
10	228,100	\$ 3.32	83,256,500	\$ 276,411.58
12	273,700	\$ 3.32	99,900,500	\$ 331,669.66
16	364,900	\$ 3.32	133,188,500	\$ 442,185.82

Break Size: 1/16" x 360 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 3.32	33,251,500	\$ 110,394.98
4	182,500	\$ 3.32	66,612,500	\$ 221,153.50
6	273,600	\$ 3.32	99,864,000	\$ 331,548.48
8	364,800	\$ 3.32	133,152,000	\$ 442,064.64
10	456,200	\$ 3.32	166,513,000	\$ 552,823.16
12	547,400	\$ 3.32	199,801,000	\$ 663,339.32
16	729,900	\$ 3.32	266,413,500	\$ 884,492.82

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS	WHOLESALE COST
2021	7.40%	133,342	48,670,000	\$ 4.97	\$ (241,889.90)
2020	14.00%	245,723	89,689,000	\$ 4.97	\$ (445,754.33)
2019	6.80%	91,452	33,380,000	\$ 4.97	\$ (165,898.60)
2018	10.40%	175,370	64,010,000	\$ 4.91	\$ (314,289.10)
2017	18.20%	389,810	142,281,000	\$ 4.85	\$ (690,062.85)
2016	14.40%	292,000	106,580,000	\$ 4.80	\$ (511,584.00)
**2015	14.80%	274,000	100,010,000	\$ 4.85	\$ (485,048.50)
**2014	4.55%	99,200	94,535,000	\$ 4.68	\$ (442,423.80)
2013	3.18%	69,200	25,258,000	\$ 3.03	\$ (76,531.74)
2012	3.76%	89,232	32,569,669	\$ 2.73	\$ (88,915.20)
2011	1.61%	46,726	17,054,990	\$ 2.73	\$ (46,560.12)
2010	7.96%	191,000	69,715,000	\$ 2.73	\$ (190,321.95)
2009	6.40%	153,000	55,845,000	\$ 2.73	\$ (152,456.85)
2008	3.20%	81,000	29,565,000	\$ 2.73	\$ (80,712.45)
2007	1.46%	29,900	10,913,500	\$ 2.73	\$ (29,793.86)
2006	4.91%	102,000	37,230,000	\$ 2.73	\$ (101,637.90)
2005	3.80%	88,500	32,302,500	\$ 2.73	\$ (88,185.83)
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	\$ (128,621.77)

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

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

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM
CONSULTING ENGINEERING, INC. FOR THE 2022 WATER LEAK SURVEY,
IN AMOUNT NOT TO EXCEED \$12,916.80**

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 proposal from Consulting Engineering, Inc. for the 2022 Water Leak Survey, in amount not to exceed \$12,916.80, 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 November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**CITY OF DARIEN
2022 WATER LEAK SURVEY PROGRAM**

The **City of Darien** is currently seeking quotes for the 2022 Leak Survey Program. The survey will incorporate the following items:

- 473,616 Lineal Feet of Various Water Main
- 1,435 Fire Hydrants with Valves
- 451 Mainline Valves in Boxes
- 983 Main Line Valves

***** ALL MAINLINE VALVES AND FIRE HYDRANTS ARE REQUIRED TO BE LISTENED TO BY THE AWARDED CONTRACTOR *****

Total Cost for the City of Darien \$ 12,916.80

The 2022 Leak Survey Program is tentatively scheduled for commencement on November 7, 2022 and will be completed by January 13, 2023. Water Main atlases shall be forwarded to the awarded vendor. The basis of award shall be based on the total sum. Upon completion of the survey program, 2 detailed reports containing a summary and findings shall be submitted to the City of Darien. The billing shall be directed as follows:

City of Darien
c/o Municipal Services
1702 Plainfield Road
Darien, IL 60561

Contact Person - Kristofer Throm, Municipal Services Superintendent (630-514-3453 or via e-mail at kthrom@darienil.gov

The vendor is required to complete the following information:

COMPANY NAME: Consulting Engineering Inc.

ADDRESS: 19655 Tanbark Ln.; Strongsville, OH 44149

TELEPHONE: 440-238-9699 x206 E-MAIL ADDRESS: y.chan@cengr.co

AUTHORIZED SIGNATURE: 

Quotes may be sent via facsimile to City of Darien (630) 852-4709, Attn: Regina or email rkokkinis@darienil.gov **no later than October 7, 2022 12:00 p.m.** followed by a mailed original. Should you have any other questions regarding the project, please contact the Municipal Services Department at (630) 353-8105.

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution approving an extension of a proposal from JC Landscaping & Tree Services, Inc. at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2023 through April 30, 2024.

RESOLUTION

BACKGROUND

During the year the department requires the services of a landscaper to complete rear yard drainage projects for various properties. The City provides various materials to the proposed vendor, and the vendor is required to install the materials and complete the restoration.

Competitive quotes were requested on November 13, 2019 for the Rear Yard Drainage Assistance Program, and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quotes was from JC Landscaping & Tree Services, Inc. The request for quotes stipulated that pricing be held in place from May 1, 2023 through April 30, 2024. The proposal also includes two (2) additional extensions that may be exercised upon mutual agreement and City Council approval. The proposed extension was confirmed on September 29, 2022. See [Attachment B](#). JC Landscaping & Tree Services, Inc, was the awarded vendor last year has provided satisfactory services in the past.

The expenditure would come from the Streets Account (Drainage Projects). The total estimated costs for all maintenance and budgetary programs for rear yard miscellaneous drainage projects are estimated at approximately \$100,000.00 pending budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving a resolution for an extension of a proposal from JC Landscaping & Tree Services, Inc. at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2023 through April 30, 2024.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022 City Council agenda, for formal approval.

**REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS
MAY 1, 2023 thru APRIL 30, 2024**

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	JC Landscaping & Tree Services, Inc.		Continental Construction Company, Inc.		Trine Construction Corp.	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<i>EXAMPLE</i>	<i>WIDGET</i>	<i>100-5,000</i>	<i>LINEAL FT</i>	<i>700</i>	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	\$ 14.00	\$ 14,000.00	\$ 35.00	\$ 35,000.00	\$ 38.50	\$ 38,500.00
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	\$ 25.00	\$ 25,000.00	\$ 40.00	\$ 40,000.00	\$ 48.20	\$ 48,200.00
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	\$ 26.00	\$ 26,000.00	\$ 55.00	\$ 55,000.00	\$ 55.10	\$ 55,100.00
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	\$ 26.00	\$ 26,000.00	\$ 65.00	\$ 65,000.00	\$ 66.30	\$ 66,300.00
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	\$ 35.00	\$ 35,000.00	\$ 75.00	\$ 75,000.00	\$ 74.00	\$ 74,000.00
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	\$ 35.00	\$ 3,500.00	\$ 170.00	\$ 17,000.00	\$ 960.00	\$ 96,000.00
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	\$ 16.00	\$ 40,000.00	\$ 85.00	\$ 212,500.00	\$ 13.40	\$ 33,500.00
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	\$ 35.00	\$ 17,500.00	\$ 35.00	\$ 17,500.00	\$ 130.00	\$ 65,000.00
	TOTAL COST ITEMS 1-8 NOTE:ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR					\$ 187,000.00		\$ 517,000.00		\$ 476,600.00
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2500	\$ 11.00	\$ 27,500.00	\$ 45.00	\$ 112,500.00	\$ 30.85	\$ 77,125.00
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1--10	EACH	5	\$ 300.00	\$ 1,500.00	\$ 2,200.00	\$ 11,000.00	\$ 3,725.00	\$ 18,625.00
Total Costs Using Items 1-10						\$ 216,000.00		\$ 640,500.00		\$ 572,350.00
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION										
SPECIAL- OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARD	500	\$ 8.00	\$ 4,000.00	\$ 40.00	\$ 20,000.00	\$ 26.26	\$ 13,130.00
SPECIAL- OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARD	500	\$ -	\$ -	\$ 70.00	\$ 35,000.00	\$ 29.20	\$ 14,600.00
calculation error - bid submitted was \$1,875,350.00										

MEMO

From: Juan Mejia
To: Regina Kokkinis
Cc: Dan Gombac
Subject: Re: 2023 Rear Yard Drainage Projects
Date: Thursday, September 29, 2022 12:30:42 PM

Yes, I approve.

On Thu, Sep 29, 2022 at 11:55 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2023-24 as it relates to the subject line. Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2023-24 pricing schedule.

Thank you,

Regina Kokkinis
Administrative Assistant, Municipal Services
City of Darien
630-353-8105

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

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RESOLUTION NO. _____

A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM JC LANDSCAPING & TREE SERVICES, INC, AT THE PROPOSED SCHEDULE OF PRICES FOR THE REAR YARD DRAINAGE ASSISTANCE PROGRAM FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024

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

SECTION 1: The City Council of the City of Darien does hereby approve an extension of a proposal from JC Landscaping & Tree Services, Inc, at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2023 through April 30, 2024, 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 November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

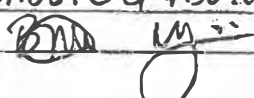
REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS
MAY 1, 2020 thru APRIL 30, 2021

pricing extended 10/15/21 DG

2021-22
2020-2021

2022-23
2021-2022

2023-24
2022-2023

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE	WIDGET	100-5,000	LINEAL FT	700	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	\$ 12.75	\$ 12,750.00	\$ 14.00	\$ 14,000.00	\$ 14.00	\$ 14,000.00
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	\$ 20.00	\$ 20,000.00	\$ 22.00	\$ 22,000.00	\$ 25.00	\$ 25,000.00
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	\$ 21.00	\$ 21,000.00	\$ 23.00	\$ 23,000.00	\$ 26.00	\$ 26,000.00
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	\$ 22.00	\$ 22,000.00	\$ 24.00	\$ 24,000.00	\$ 26.00	\$ 26,000.00
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	\$ 30.00	\$ 30,000.00	\$ 32.00	\$ 32,000.00	\$ 35.00	\$ 35,000.00
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 35.00	\$ 3,500.00
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	\$ 16.00	\$ 40,000.00	\$ 16.00	\$ 40,000.00	\$ 16.00	\$ 40,000.00
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	\$ 32.00	\$ 16,000.00	\$ 35.00	\$ 17,500.00	\$ 35.00	\$ 17,500.00
TOTAL COST ITEMS 1-8						\$ 147,500.00		\$ 175,500.00		\$ 187,000.00
NOTE: ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR										
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2,500	\$ 8.50	\$ 21,250.00	\$ 9.50	\$ 23,750.00	\$ 11.00	\$ 27,500.00
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1-10	EACH	5	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00
TOTAL COST ITEMS 1-10						\$ 187,500.00	N/A	\$ 200,750.00	N/A	\$ 216,000.00
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION										
SPECIAL-OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARDS	500	\$ 6.00	\$ 3,000.00	\$ 7.00	\$ 3,500.00	\$ 8.00	\$ 4,000.00
SPECIAL-OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARDS	500						
Company Name		JC LANDSCAPING AND TREE SERVICES INC.								
Address		2413 SPRING ST UNIT 4704 WOODRIDGE IL 60517								
Submitted By-Print Name		JILAN MEJJA								
Date		11/11/19								
Office Telephone Number		(630) 464-0736								
Mobile Telephone Number		(630) 408-3501								
Fax Number										
E-mail Address		MEJJA81@GMAIL.COM								
Authorized Signature										

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution approving an extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2023 through April 30, 2024.

RESOLUTION

BACKGROUND

During the year the department requires the services of a landscaper to complete larger restoration projects from various Public Works projects, such as water main breaks, storm sewer and ditching projects. The City would provide topsoil to the proposed vendor, and the vendor would be required to grade the topsoil based on the cubic yards provided and would be required to purchase the sod, fertilizer and placement of the sod.

Competitive quotes were requested for the landscaping services on November 10, 2021 and staff received two (2) competitive quotes. See [Attachment A](#). The lowest competitive quote is JC Landscaping & Tree Service. The request for quotes also requested extended pricing for 2023 and 2024. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on September 29, 2022. See [Attachment B](#). JC Landscaping & Tree Service, was the awarded vendor last year and has provided satisfactory services in the past.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project requiring landscape services. The total estimated costs for all maintenance and budgetary programs for landscaping are estimated at approximately \$175,000.00 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving a resolution for an extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2023 through April 30, 2024.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022 City Council agenda for formal approval.

2023 RESTORATION SERVICES						Landworks, Ltd.		JC Landscaping & Tree Service	
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	2018 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<i>EXAMPLE:</i>	<i>PER JOB</i>				220	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00
A. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	1	200	CUBIC YARDS	200	200	\$ 34.50	\$ 6,900.00	\$ 40.00	\$ 8,000.00
B. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	201	750+	CUBIC YARDS	450	450	\$ 34.50	\$ 15,525.00	\$ 40.00	\$ 18,000.00
C. SOD -RESTORATION- INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	50	1,000	SQUARE YARD	750	750	\$ 11.85	\$ 8,887.50	\$ 11.00	\$ 8,250.00
D. SOD -RESTORATION- INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	1001	6,000+	SQUARE YARD	5100	5,100	\$ 11.85	\$ 60,435.00	\$ 11.00	\$ 56,100.00
TOTAL COSTS A+B+C+D							\$ 91,747.50		\$ 90,350.00

From: Juan Mejia
To: Regina Kokkinis
Cc: Dan Gombac
Subject: Re: 2022 Landscape Restoration Services
Date: Thursday, September 29, 2022 12:32:12 PM

I accept the proposal.

On Thu, Sep 29, 2022 at 11:25 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2023-24 as it relates to the subject line. Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2023-24 pricing schedule.

Thank you,

Regina Kokkinis
Administrative Assistant, Municipal Services
City of Darien
630-353-8105

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

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RESOLUTION NO. _____

A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM JC LANDSCAPING & TREE SERVICE AT THE SCHEDULE OF PRICES FOR THE PLACEMENT OF TOPSOIL AND FOR THE PURCHASE AND PLACEMENT OF FERTILIZER AND SOD FOR LANDSCAPE RESTORATION SERVICES FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024

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

SECTION 1: The City Council of the City of Darien does hereby approve an extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2023 through April 30, 2024, 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 November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

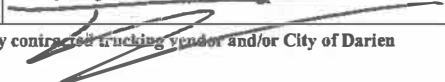
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



RESOLUTION NO. _____

2022 RESTORATION SERVICES					2022 - 2023		2023 - 2024		2024 - 2025		
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	2022 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<i>EXAMPLE:</i>	<i>PER JOB</i>				220	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00
A. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	1	200	CUBIC YARDS	200	200	\$35	\$7,000	\$40	\$8,000	\$45	\$9,000
B. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	201	750+	CUBIC YARDS	450	450	\$35	\$15,750	\$40	\$18,000	\$45	\$20,250
C. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	50	1,000	SQUARE YARD	750	750	\$10	\$7,500	\$11	\$8,250	\$12	\$9,000
D. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	1001	6,000+	SQUARE YARD	5100	5,100	\$10	\$51,000	\$11	\$56,100	\$12	\$61,200
TOTAL COSTS A+B+C+D							\$81,250		\$90,350		\$99,450
Company Name:	JC Landscaping and tree service										
Address:	1210 plainfield Rd oswego IL 60543										
Submitted By:	Juan Mejia										
Date:	11/09/2021										
Telephone Number:	630-408-3501										
Mobile Telephone Number:	630-464-0736										
Fax Number:											
E-mail Address:	mejiajo+24@gmail.com										
Authorized Signature:											

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution approving an extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2023 through April 30, 2024.

RESOLUTION

BACKGROUND

During the year the department requires the use of topsoil for landscape restoration for various Public Works projects, such as water main breaks, storm sewer replacements and ditching projects.

Competitive quotes were requested for the topsoil on November 10, 2021, and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote was Shreve Services, Inc. The proposal allows the City to pick up topsoil from the dirt field or delivery of the product for larger projects. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on October 5, 2022. See [Attachment B](#).

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the restoration. The total estimated costs for all maintenance and budgetary programs for the topsoil are estimated at approximately \$75,000.00.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approving a resolution for an extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2023 through April 30, 2024.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022 City Council agenda for formal approval.



**TOPSOIL QUOTE
2023-2024**

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	DuPage Topsoil *		Debold Topsoil & Trucking		Shreve Services, Inc.		
					UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	
<i>EXAMPLE:</i>			6-WHEELER-14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$ 12.50	\$ 12,500.00	\$ 10.00	\$ 10,000.00	\$ 10.00	\$ 10,000.00	
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$ 22.50	\$ 22,500.00	\$ 17.00	\$ 17,000.00	\$ 16.00	\$ 16,000.00	
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI-20 CUBIC YARDS	1,000	\$ 18.00	\$ 18,000.00	\$ 17.00	\$ 17,000.00	\$ 16.00	\$ 16,000.00	
TOTAL COSTS A+B+C						\$ 53,000.00		\$ 44,000.00		\$ 42,000.00	
					*Note price 6 wheeler picked up \$175 - price 6 wheeler delivered \$305 -price semi delivered \$350						

MEMO

From: Stephen Shreve
To: Regina Kokkinis
Cc: Dan Gombac; Accounting; dshreve@shreveservices.com
Subject: Re: 2023 Topsoil
Date: Wednesday, October 5, 2022 6:41:06 AM
Attachments: Exhibit A - 2022 Topsoil.pdf

Good morning,
sorry for the delay in response as I just saw this email. Yes we are in agreement with the pricing as set and look forward to another year working with the City of Darien.

Thank you,
Stephen shreve
Operations Manager
Sshreve@shreveservices.com
C:815-693-8631

Sent from my iPad

> On Sep 29, 2022, at 11:36 AM, Regina Kokkinis <rkokkinis@darienil.gov> wrote:
>
> Good Day,
>
> Attached, please see the pricing schedule for 2023-24 as it relates to the subject line.
> Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2023-24 pricing schedule.
>
> Thank you,
>
> Regina Kokkinis
> Administrative Assistant, Municipal Services
> City of Darien
> 630-353-8105
> To receive important information from the City of Darien sign up for our electronic newsletter:
> DARIEN DIRECT CONNECT
> Follow the link and subscribing is simple!
> <https://darien.il.us/reference-desk/directconnect-enevs>
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RESOLUTION NO. _____

**A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM
SHREVE SERVICES, INC., FOR TOPSOIL AT THE SPECIFIED UNIT PRICES
FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF
MAY 1, 2023 THROUGH APRIL 30, 2024**

**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 approves an extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2023 through April 30, 2024, 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 November 2022.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 7th day of November 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



TOPSOIL QUOTE

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2022-2023		2023-2024		2024-2025	
					UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS
<i>EXAMPLE:</i>			6-WHEELER 14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER 14 CUBIC YARDS	1,000	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER 14 CUBIC YARDS	1,000	\$16.00	\$16,000.00	\$16.00	\$16,000.00	\$16.00	\$16,000.00
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI 20 CUBIC YARDS	1,000	\$16.00	\$16,000.00	\$16.00	\$16,000.00	\$16.00	\$16,000.00
TOTAL COSTS A+B+C										

QUOTE AWARDED ON TOTAL COST

Company Name: SHREVE SERVICES INC.

Address: 23337 GRINGTON DR

Submitted By: STEPHEN SHREVE

Date: 11/5/2021

Telephone Number: 815-436-6691

Mobile Telephone Number: 815-693-8631

Fax Number: 815-436-0025

E-mail Address: SSHREVE@SHREVE-SERVICES.COM

Authorized Signature: *[Signature]*

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution approving an extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and pick up of stone for Public Works projects for a period of May 1, 2023 through April 30, 2024.

RESOLUTION

BACKGROUND

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and drainage projects. The proposed resolution would allow the City to pick up the specified stone from Vulcan Construction Materials, LLC.

Quotes were requested on November 12, 2020 and Staff had received one (1) competitive quote for the pickup of stone at per unit cost. The sole bidder was Vulcan Construction Materials, LLC, see [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2023 through April 30, 2024. The proposed extension would be the second extension, year three (3) of a three (3) year proposal. The proposed extension was confirmed on October 5, 2022. See [Attachment B](#). Vulcan Construction Materials, LLC, was the awarded vendor last year and has provided satisfactory services in the past.

The expenditure would come from the Street Water and Capital accounts, depending on the specific project requiring the stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000.00.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Vulcan Construction Materials, LLC.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022 City Council agenda for formal approval.

MEMO

**PICKED UP STONE QUOTE SUMMARY
2023-2024**

				Vulcan Construction Materials, Inc.	
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE	COSTS
<i>EXAMPLE:</i>			<i>200</i>	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$ 10.00	\$ 2,000.00
B. CA-7 STONE	200-3000	TON	200	\$ 15.50	\$ 3,100.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 47.00	\$ 9,400.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 47.00	\$ 9,400.00
TOTAL COSTS A+B+C+D					\$ 23,900.00

From: Grimes, Jason
To: Regina Kokkinis
Cc: Dan Gombac
Subject: Re: stone
Date: Wednesday, October 5, 2022 4:17:13 PM

Regina,

We will honor the extension with the quoted pricing starting on May 1, 2023 and valid through April 30, 2024 at prices in the 2023-2024 column of both the Pickup and Delivered stone summaries. Please let us know if you have any other questions

On Wed, Oct 5, 2022 at 3:38 PM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2023-24 as it relates to the subject line.

Please confirm you are in agreement with the contract extension and unit pricing per the proposed 2023-24 pricing schedule.

Thank you,

Regina Kokkinis
Administrative Assistant, Municipal Services
City of Darien
630-353-8105

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Follow the link and subscribing is simple!

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

--

Jason Grimes

Vulcan Materials Company
262-206-8350 (cell)
grimesj@vmcmail.com

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RESOLUTION NO. _____

A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM VULCAN CONSTRUCTION MATERIALS, LLC, FOR THE PURCHASE AND PICK UP OF STONE FOR VARIOUS PUBLIC WORKS PROJECTS AT THE PROPOSED UNIT PRICES FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024

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 approves an extension of a proposal from Vulcan Construction Materials, LLC, to purchase and pick up stone for various Public Works projects at the proposed unit prices, for a period of May 1, 2023 through April 30, 2024, 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 November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR


ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

PICKED UP STONE QUOTE SUMMARY

DESCRIPTION	QUANTIT Y-RANGE	UNIT	MULTIPLIER QUANTITY	2021-2022		2022-2023		2023-2024	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$ 9.00	\$ 1,800.00	\$ 9.50	\$ 1,900.00	\$ 10.00	\$ 2,000.00
B. CA-7 STONE	200-3000	TON	200	\$ 14.50	\$ 2,900.00	\$ 15.00	\$ 3,000.00	\$ 15.50	\$ 3,100.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 46.00	\$ 9,200.00	\$ 46.50	\$ 9,300.00	\$ 47.00	\$ 9,400.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 46.00	\$ 9,200.00	\$ 46.50	\$ 9,300.00	\$ 47.00	\$ 9,400.00
TOTAL COSTS A+B+C+D					\$ 23,100.00		\$ 23,500.00		\$ 23,900.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	VULCAN CONSTRUCTION MATERIALS, LLC								
Address:	1000 E WARRENVILLE, SUITE 100, NAPERVILLE IL 60563								
Submitted By:	JASON GRIMES								
Date:	11-12-2020								
Telephone Number:	630-955-8500								
Mobile Telephone Number:									
Fax Number:	630-955-4453								
E-mail Address:	VULCANMATERIALSQUOTE@VMCMAIL.COM								
Authorized Signature:									

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution approving an extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2023 through April 30, 2024.

RESOLUTION

BACKGROUND

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and ditching projects. The proposed resolution would allow the proposed vendor to provide the City of Darien semi-loads directly from the quarry when required.

Quotes were requested on November 12, 2020 and Staff had received one (1) competitive quote for the stone and delivery. The sole bidder was Vulcan Construction Materials, LLC, see [Attachment A](#). The department primarily uses CA6 and CA7, and the PGE is a heavier stone utilized for bank stabilization. The request for quotes stipulated that pricing be held in place from May 1, 2023 through April 30, 2024. It also included two optional extensions for 2022 and 2023. The proposed extension would be the second extension, year three (3) of a three (3) year proposal. The proposed extension was confirmed on October 5, 2022. See [Attachment B](#). Vulcan Construction Materials, LLC, was the awarded vendor last year has provided satisfactory services in the past.

The expenditure would come from the Street, Water and Capital accounts, depending on the specific project requiring semis of stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000 pending Capital Project budget approval.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution with Vulcan Construction Materials, LLC.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022 City Council agenda for formal approval.

DELIVERED STONE QUOTE SUMMARY 2023-2024

				Vulcan Construction Materials, Inc.	
DESCRIPTION	QUANTITY- RANGE	UNIT	MULTIPLIER QUANTITY	UNIT PRICE DELIVERED	COSTS
<i>EXAMPLE:</i>			<i>200</i>	<i>\$ 1.00</i>	<i>\$ 200.00</i>
A. CA-6 STONE	200-3000	TON	200	\$ 15.65	\$ 3,130.00
B. CA-7 STONE	200-3000	TON	200	\$ 21.15	\$ 4,230.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 52.65	\$ 10,530.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 55.23	\$ 11,046.00
TOTAL COSTS A+B+C+D					\$ 28,936.00

From: Grimes, Jason
To: Regina Kokkinis
Cc: Dan Gombac
Subject: Re: stone
Date: Wednesday, October 5, 2022 4:17:13 PM

Regina,

We will honor the extension with the quoted pricing starting on May 1, 2023 and valid through April 30, 2024 at prices in the 2023-2024 column of both the Pickup and Delivered stone summaries. Please let us know if you have any other questions

On Wed, Oct 5, 2022 at 3:38 PM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2023-24 as it relates to the subject line.

Please confirm you are in agreement with the contract extension and unit pricing per the proposed 2023-24 pricing schedule.

Thank you,

Regina Kokkinis
Administrative Assistant, Municipal Services
City of Darien
630-353-8105

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DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

--

Jason Grimes

Vulcan Materials Company
262-206-8350 (cell)
grimesj@vmcmail.com

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RESOLUTION NO. _____

A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM VULCAN CONSTRUCTION MATERIALS, LLC, FOR THE PURCHASE AND DELIVERY OF STONE FOR THE PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024

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 approves an extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2023 through April 30, 2024, 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 November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR


ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DELIVERED STONE QUOTE SUMMARY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2021-2022		2022-2023		2023-2024	
				UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00				
A. CA-6 STONE	200-3000	TON	200	\$ 14.65	\$ 2,930.00	\$ 15.15	\$ 3,030.00	\$ 15.65	\$ 3,130.00
B. CA-7 STONE	200-3000	TON	200	\$ 20.15	\$ 4,030.00	\$ 20.65	\$ 4,130.00	\$ 21.15	\$ 4,230.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 51.65	\$ 10,330.00	\$ 52.15	\$ 10,430.00	\$ 52.65	\$ 10,530.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 54.23	\$ 10,846.00	\$ 54.73	\$ 10,946.00	\$ 55.23	\$ 11,046.00
TOTAL COSTS A+B+C+D					\$ 28,136.00		\$ 28,536.00		\$ 28,936.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	VULCAN CONSTRUCTION MATERIALS LLC								
Address:	1000 E WARRENVILLE RD SUITE 100, NAPERVILLE IL 60563								
Submitted By:	JASON GRIMES								
Date:	11-12-2020								
Telephone Number:	630-955-8500								
Mobile Telephone Number:									
Fax Number:	630-955-4453								
E-mail Address:	VULCANMATERIALS@OUTB@VMC.MAIL.COM								
Authorized Signature:									

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution authorizing the purchase of 125 banners from Bannerville in an amount not to exceed \$10,625.00.

RESOLUTION

BACKGROUND/HISTORY

The City displays various types of seasonal banners throughout the year on the following roadways;

Cass Avenue
 75th Street
 Clarendon Hills Road
 Plainfield Road

The original banners were purchased in 2017 and in 2021, the summer banners were replaced. The winter banners are faded and are no longer aesthetically pleasing. Many of the banners have also sustained damage from high winds and ultra violet light. The staff has been replacing the banners on as need basis and has determined that the existing winter banners have exceeded their useful life.

The City requested quotes for 125 mesh winter banners and received one responsive bid from Bannerville USA. The vendor is a local company and has been providing us replacement banners with excellent service. See [Exhibit A](#).

The proposed item would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4257	Supplies – Other Banner Replacements	\$11,000.00	\$10,625.00	\$375.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends a resolution authorizing the purchase of 125 winter banners from Bannerville at a cost not to exceed \$10,625.00.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

This item will be on the November 7, 2022, City Council agenda for formal consideration.



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE PURCHASE OF 125 BANNERS FROM
BANNERVILLE IN AN AMOUNT NOT TO EXCEED \$10,625.00**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and
City Clerk to accept a proposal from Bannerville for the purchase of 125 banners, in an amount
not to exceed \$10,625.00, a copy of which is attached hereto as "[Exhibit A](#)",

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 7th day of November 2022.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 7th day of November 2022.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



QUOTE

10/10/2022

Valid for 30 days from above date

To: **Kris Throm**
City of Darien
1702 Plainfield Rd
Darien, IL 60561
630-429-1711

Salesperson	Job	Payment Terms	Due Date
Tom Sitkowski	Pole Banners	Net30	

Qty	Description	Unit Price	Line Total
125.00	Pole Banners: Winter - 30 x 85", DS Mesh	\$ 85.00	\$ 10,625.00
	Double Banners: 25 poles / 50 banners		
	Single Banners: 75 banners		

The above estimate is presented with the understanding that any changes or modifications to specifications are subject to additional charges including oral modifications. All applicable sales tax and shipping charges will be billed as additional charges.

Subtotal	\$ 10,625.00
Sales Tax	
Total	\$ 10,625.00

Thank you for your business!

8164 S. Madison | Burr Ridge, IL 60527 | Phone: (630) 455-0304 | Fax: (630) 455-0314 | info@bannerville.com

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution authorizing the purchase of Biomelt AG 64, the organic deicing accelerator product, from SNI Solutions, in an amount not to exceed \$11,205(4,500 gallons x \$2.49/gallon).

RESOLUTION

BACKGROUND/HISTORY

Included within the FY22/23 Budget are supplies as it relates to the enhancement of deicing roadways within the City. The deicing program was initiated in 2018 and will be in its 4th year of use. There are two distinct snow and ice control strategies that make use of chemical freezing-point effective: deicing and anti-icing. Deicing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize salt usage, and reduce the potential for impact on properties.

VENDOR	PRODUCT	COST PER GALLON
SNI Solutions	Bio-Melt AG64	*\$2.49

The Biomelt product would be utilized for the deicing and anti-icing operations and would require approximately 4,500 gallons of the Biomelt product.

The FY22/23 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22/23 BUDGET	EXPENDITURE	BALANCE
03-60-4259	Streets-Operating Supplies Anti-icing/de-icing	\$9,450	\$11,205	(\$1,755)

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends the approval of this resolution accepting a proposal from SNI Solutions for the purchase of Biomelt AG 64 in an amount not to exceed \$11,205(4,500 gallons x \$2.49/gallon). The minimal load is 4,500 gallons and funds from the Motor Fuel Tax Fund will be able to cover the shortfall.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022 City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF BIOMELT AG 64, THE ORGANIC DEICING ACCELERATOR PRODUCT, FROM SNI SOLUTIONS, IN AN AMOUNT NOT TO EXCEED \$11,205(4,500 GALLONS X \$2.49/GALLON)

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of Biomelt AG 64, the organic deicing accelerator product, from SNI Solutions, in an amount not to exceed \$11,205(4,500 gallons x \$2.49/gallon), a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Maria Gonzalez

Subject: FW: Biomelt AG 64

From: Regina Kokkinis <rkokkinis@darienil.gov>
Sent: Tuesday, October 25, 2022 4:12 PM
To: Maria Gonzalez <mgonzalez@darienil.gov>
Subject: FW: Biomelt AG 64

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services
City of Darien
630-353-8105

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

From: Kris Thom <kthrom@darienil.gov>
Sent: Tuesday, October 18, 2022 9:48 AM
To: Dan Gombac <dgombac@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>
Cc: David Fell <dfell@darienil.gov>
Subject: FW: Biomelt AG 64

Thanks,

Kris Thom

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

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From: Mike Bellovics <mike@snisolutions.com>
Sent: Wednesday, October 12, 2022 1:56 PM
To: Kris Thom <kthrom@darienil.gov>
Subject: RE: Biomelt AG 64

Hello Kris,

Mike said we will extend the same price that the IDOT is paying for this 2022-23 season.

4500 gallons – Biomelt AG 64 - @\$2.49 per gallon
Delivered to one site, one tank.

Thank you,

Anne Happel

SNI Solutions Inc
205 N Stewart Street
Geneseo IL 61254
888-840-5564 toll free
309-944-3168 office
309-944-4620 fax

From: Kris Throm <kthrom@darienil.gov>
Sent: Wednesday, October 12, 2022 1:35 PM
To: Mike Bellovics <mike@snisolutions.com>
Subject: RE: Biomelt AG 64

Mike,

I wanted to check and see if you could give me the delivered price for Bio-Melt AG64 for the upcoming season. Possible multiple deliveries at different points in the season (so anywhere between November 2022 and April 2023).

Thanks,

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

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From: Mike Bellovics <mike@snisolutions.com>
Sent: Wednesday, October 6, 2021 2:02 PM
To: Kris Throm <kthrom@darienil.gov>
Subject: RE: Biomelt AG 64

Not a problem. Let me know if I can be of further help.

Anne Happel

SNI Solutions Inc
205 N Stewart Street
Geneseo IL 61254
888-840-5564 toll free

309-944-3168 office
309-944-4620 fax

From: Kris Thom <kthrom@darienil.gov>
Sent: Wednesday, October 6, 2021 1:38 PM
To: Mike Bellovics <mike@snisolutions.com>
Cc: Dan Gombac <dgombac@darienil.gov>; David Fell <dfell@darienil.gov>
Subject: RE: Biomelt AG 64

Great thanks Anne, I will see what I can find. Thanks for the call earlier about the pricing as well, makes sense now.

Thanks,

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

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From: Mike Bellovics <mike@snisolutions.com>
Sent: Wednesday, October 6, 2021 12:42 PM
To: Kris Thom <kthrom@darienil.gov>
Subject: RE: Biomelt AG 64

Kris,

Jennifer who submits our bids and is working with IDOT, said that on Bidbuy – where all the state info is, said to look up B-18528. (she said that there is several numbers in front of the B-18528, but the B-18528 is the bid or contract renewal number)

She also said you could contact IDOT and speak with someone regarding this contract B-18528 too.

Let me know if you are still having problems on this verification.

Thank you,

Anne Happel
SNI Solutions Inc
205 N Stewart Street
Geneseo IL 61254
888-840-5564 toll free
309-944-3168 office
309-944-4620 fax

From: Kris Thom <kthrom@darienil.gov>
Sent: Wednesday, October 6, 2021 11:43 AM
To: Mike Bellovics <mike@snisolutions.com>
Cc: David Fell <dfell@darienil.gov>; Dan Gombac <dgombac@darienil.gov>
Subject: RE: Biomelt AG 64

I thought that Public entities were allowed to take advantage of the bid prices through the State Bid process. This is how we have bought vehicles in the past as well for example. There wasn't any markup on those because we were only buying 1 vehicle whereas the State may have bid out to buy 50.

Thanks,

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

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From: Mike Bellovics <mike@snisolutions.com>
Sent: Wednesday, October 6, 2021 11:37 AM
To: Kris Thom <kthrom@darienil.gov>
Subject: RE: Biomelt AG 64

The state bid is actually 2.05 until 11-30-2021. Starting 12-01-2021 it goes to 2.49 per gallon.

The 2.00 ended earlier this year. The reason the state bid is lower than what you were quoted, is, they bid in large quantity. It is based on volume.

Please let me know if you need further information.

Thank you,
Anne Happel
SNI Solutions Inc
205 N Stewart Street
Geneseo IL 61254
888-840-5564 toll free
309-944-3168 office
309-944-4620 fax

From: Kris Thom <kthrom@darienil.gov>
Sent: Wednesday, October 6, 2021 11:26 AM
To: Mike Bellovics <mike@snisolutions.com>; David Fell <dfell@darienil.gov>
Subject: RE: Biomelt AG 64

Hello Mike,

Hope all is well. Just wanted to check with you regarding the price that we were quoted for the delivery of BioMelt AG 64. Looks like the State Purchase Contract price is \$2.00/gallon delivered but we were quoted \$2.35/gallon. So if we ordered 4,500 gallons then it would be \$9,000.00 for the load, correct? Let me know if I am missing something. I was preparing to send this up to my boss and I know he will have the same exact question.

The screenshot displays a web browser window with multiple tabs. The active tab is titled "bidbuy.illinois.gov/external/bidDetails.sdo?docId=19-494DOT-FINAD-B-3335&external=true&parentUrl=close". The page content shows two bid items:

Item # 4: (192 - 46) DEICER, ORGANIC ACCELERATOR WITH POLYOL (ALCOHOL), FULL-TRUCKLOAD, IDOT DISTRICT PER BID SPECIFICATIONS: QUOTED PRICE SHALL BE A ONE-GALLON UNIT AND SHALL INCLUDE PRE-PAID FOB DELIVERY OF FULL-TRUCKLOAD QUANTITIES. * FULL-TRUCKLOAD ORDER = 4,500 GALLONS * BIOMELT AG64 ORGANIC ACCELERATOR AS PRODUCED BY SNI SOLUTIONS, OR AN APPROVED EQUIVALENT: BRAND: _____ CAT.NO: _____ *NOTE-> FULL-TRUCKLOAD = _____ GALLONS*

NIGP Code: 192-46
Ice and Snow Removal Chemicals (See 775-45 for Road Salt)

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
60,000.0	\$2.00 EA- Each		\$0.00		\$0.00	\$120,000.00

Manufacturer: _____ Brand: _____ Model: _____
Make: _____ Packaging: _____

Additional NIGP Code :

Item # 5: (192 - 46) DEICER, ORGANIC ACCELERATOR WITH POLYOL (ALCOHOL), PARTIAL-TRUCKLOAD IDOT DIST, PER BID SPECIFICATIONS: QUOTED PRICE SHALL BE A ONE-GALLON UNIT AND SHALL INCLUDE PRE-PAID FOB DELIVERY OF FULL-TRUCKLOAD QUANTITIES. * MINIMUM ORDER QUANTITY 1,000 GALLONS * BIOMELT AG64 ORGANIC ACCELERATOR AS PRODUCED BY SNI SOLUTIONS, OR AN APPROVED EQUIVALENT: BRAND: _____ CAT.NO: _____ *NOTE-> FULL-TRUCKLOAD = _____ GALLONS*

NIGP Code: 192-46
Ice and Snow Removal Chemicals (See 775-45 for Road Salt)

Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
10,000.0	\$2.75 EA- Each		\$0.00		\$0.00	\$27,500.00

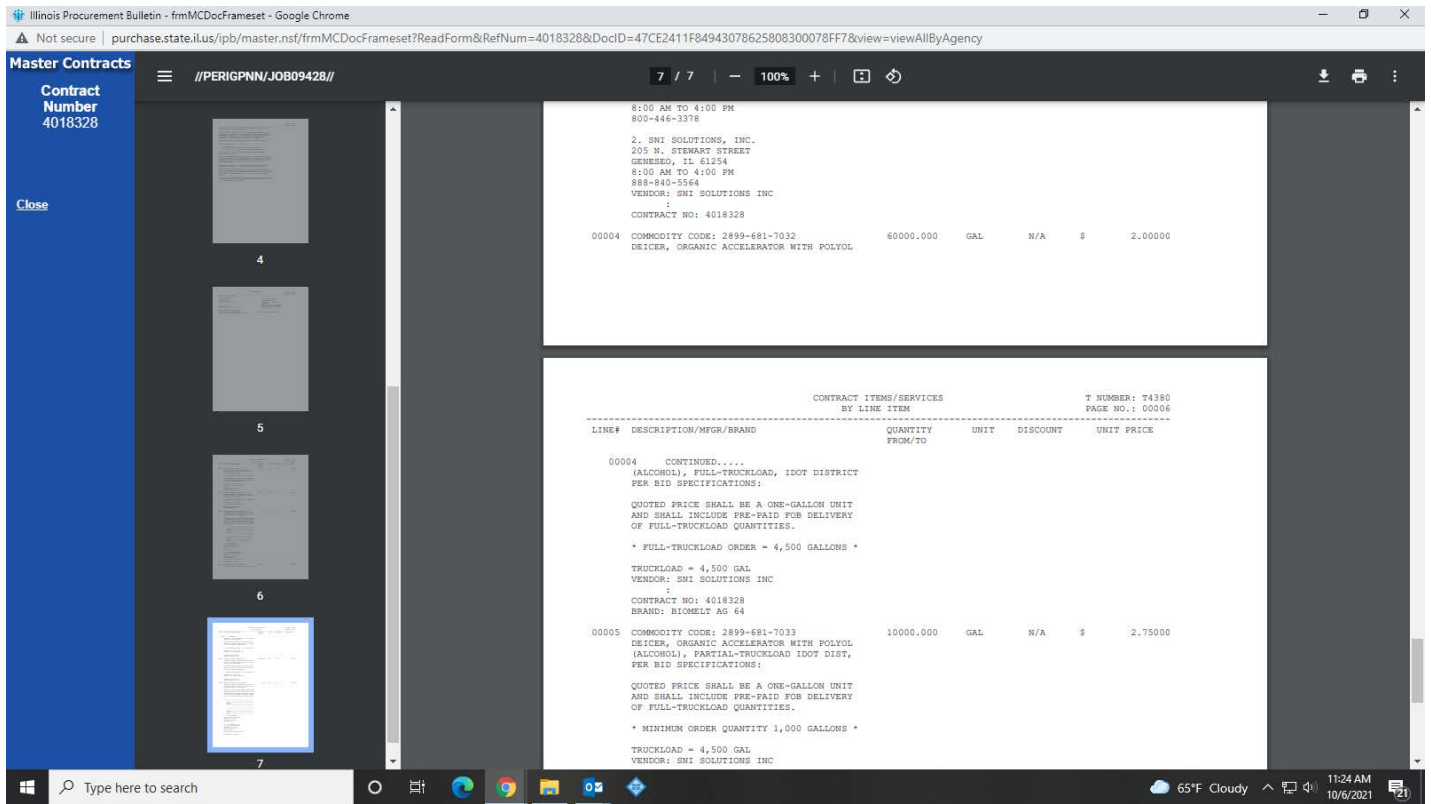
Manufacturer: _____ Brand: _____ Model: _____
Make: _____ Packaging: _____

Additional NIGP Code :

An Outlook 2016 notification is displayed in the bottom right corner with the following text:

Regina Kokkinis
RE: 1629 Claremont
Resident called again regarding this. I explained City would be making the repairs. Can someone please reach out

The Windows taskbar at the bottom shows the search bar with "Type here to search", several application icons, and the system tray with "65°F Cloudy", "11:18 AM", and "10/6/2021".



Thanks,

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

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Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Mike Bellovics <mike@snisolutions.com>
Sent: Monday, September 13, 2021 2:17 PM
To: David Fell <dfell@darienil.gov>
Cc: Kris Throm <kthrom@darienil.gov>
Subject: RE: Biomelt AG 24

Hello David,

Per your request, please find the following quote – provide by Mike;

4500 gallons – Biomelt AG 64 - @2.35 per gallon
Delivered to one site

If you have any further questions, please let us know.

Thank you,
Anne Happel
SNI Solutions Inc

205 N Stewart Street
Geneseo IL 61254
888-840-5564 toll free
309-944-3168 office
309-944-4620 fax

From: David Fell <dfell@darienil.gov>
Sent: Monday, September 13, 2021 9:42 AM
To: mike@snisolutions.com
Cc: Kris Throm <kthrom@darienil.gov>
Subject: chemical

Hi Mike , Can you give me a delivery quote for one Geomelt tanker truck load of the stock pile treatment Chemical.

David Fell
City of Darien Street Foreman
1041 S Frontage Rd
Darien Il 60561
630-429-1711

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

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems Ltd., in an amount not to exceed \$62,000.00.

RESOLUTION

BACKGROUND/HISTORY

Included within the FY22/23 Budget are liquid rock salt additives commonly known as de-icing products for roadways. There are two distinct snow and ice control strategies that make use of chemical freezing point effective: de-icing and anti-icing. De-icing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize deicer usage, and reduce the potential for impact on properties and the environment.

Increased safety

Applying ice-melting chemicals before or at the start of freezing precipitation prevents formation of bonded ice on pavement, which can help ensure safe passage for pedestrians and motorists from the outset of a storm.

Reduced deicer use

The U.S. Environmental Protection Agency (EPA) says effective pretreatments typically require up to 75% less ice melt material throughout the storm cycle compared to deicing after weather events, reducing costs as well as environmental impact.

Labor and cost savings

Pretreating pavement surfaces with ice melter can provide significant labor and cost-saving benefits. Anti-icing treatment before a storm can often eliminate the need to remove light accumulations and can make removal of heavy snow and ice faster and easier. The residual ice-melting effect of these treatments can reduce the need for subsequent deicing applications after plowing.

Material selection

Material selection depends on many factors, including available equipment, pavement temperatures, and current and expected weather conditions. Anti-icing is a proven way to provide safer conditions for motorists and pedestrians starting at the very outset of a winter storm event. It is also a practical way to help minimize rock salt use, reduce labor and cost, and minimize the impact on properties and the environment before, during and after a storm. It is an effective and practical strategy for municipalities whenever they have advance warning that a storm is on the way.

Staff has reviewed various products with adjacent municipalities as well as manufacturers de-icing representatives. There are various products that have been introduced within the last several years

and Staff is requesting to utilize the various products as listed below throughout the winter season for further review of optimal performance including reducing rock salt usage. The following is a schedule for the de-icing products and are further listed and attached as [Attachment A](#).

- Item 1.** Freezgard Zero (magnesium chloride) 4500 gallons at \$1.35/gallon - \$6,075
- Item 2.** InfernalMelt NC-no mixing pre-wetting, anti-icing & de-icing(-30° F) 4500 gallons at \$5.37/gallon - \$24,165
- Item 3.** InfernalMelt w/Residucron – pre-wet, anti-ice & de-ice (-36° F) 4500 gallons at \$1.37/gallon - \$6,165
- Item 4.** Cryoblend 80/20-no mixing pre-wetting, anti-icing & de-icing (-11° F) 4500 gallons at \$1.35/gallon - \$6,075

Please note all quantities are based on a minimal purchase of 4,500 gallons. Industrial Systems Ltd. is the exclusive proprietary distributor for these products thus, no additional quotes were obtained. See [Attachment B](#). The past two years, the City has used up to 15,000 gallons. It is estimated that up to an additional 10,000 gallons could have been utilized for the remainder of the winter season. Due to trucking and supply line issues the City was unable to receive product. To combat the concern of product availability additional storage containers are being incorporate to the Municipal Services facility for inventory. Upon review of the winter occurrences, Staff will review the cost effectiveness of the various products and provide an update to the Snow Operations Policy.

The FY22/23 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22/23 BUDGET	EXPENDITURE	BALANCE
01-30-4257	Streets-Operating Supplies Anti-Icing/De-Icing-Freezgard Zero	\$62,000	\$ 6,075	\$55,925
	Streets-Operating Supplies Anti-Icing/De-Icing- InfernalMelt NC		\$24,165	\$31,760
	Streets-Operating Supplies Anti-Icing/De-Icing- InfernalMelt w/Residucron		\$ 6,165	\$25,595
	Streets-Operating Supplies Anti-Icing/De-Icing-Cryoblend 80/20		\$ 6,075	\$19,520
	Contingency		\$19,520	\$ 0.00

***Contingency will be based upon performance review and availability of the above products and staff requests the ability to purchase additional product as required not to exceed \$19,520.**

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems, Ltd., in an amount not to exceed \$62,000.00.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022 City Council agenda for formal consideration.

INFERNALMELT

InfernalMelt NC

Give your customers “Zero Tolerance” pavements and reduce slip & fall lawsuits with our line of HOT LIQUIDS!

DESCRIPTION & USES

InfernalMelt NC is a non chloride ice melting liquid. It is 100% bio-degradable and earth friendly. It has an extra low freeze point of **-32°F** and can be used for de-icing, anti-icing and pre-wetting rock salt. It melts more snow and ice than conventional chloride based liquids and brines at temperatures below 15°F. It is a perfect choice for environmentally sensitive areas or areas where corrosion may be a concern.

InfernalMelt NC is composed primarily of a proprietary liquid with no suspended solids that might clog sprayer heads. It is artfully blended for maximum melting performance. Because it is a non chloride product it is non corrosive being slightly less corrosive than tap water. It also is biologically stable unlike some organics on the market. It has a low BOD and toxicity to fish, mammals and vegetation. What this equates to is less incidental damage to landscaping and the environment.

APPLICATION GUIDELINES

Liquids are your most valuable tool to get a “running water” parking lot. However, liquids are not meant to totally replace dry products. Liquids are most effective when applied to the pavement before an event (anti-icing) or applied to rock salt (pre-wetting). They can be applied to existing snow & ice (de-icing) but there are practical limits as to how much snow & ice liquids can melt after an event. (See section on de-icing). Because the product has a residual effect it can be applied further in advance of a storm than straight chlorides or salt brines since it lasts longer.

Pre-wetting – Application rate is 6 -12 gallons per ton of rock salt at the auger / spinner or onto loader bucket when loading truck.

- ▶ 15% - 35% reduction in salt use due to reduced “bounce & scatter” and residual effect of the organic.
- ▶ Melting begins immediately - no waiting for salt to make its own brine.
- ▶ Lower salt consumption from pre-wetting is better for plantings & the environment in general.

Anti-icing – Application rate for anti-icing is $\frac{3}{4}$ - 1 gallon per 1000 square feet (30-40 gallons per lane mile). For frost prevention use half that. Use solid stream nozzles for roads and fan spray nozzles for parking lots due to less spreading action due to vehicle tires in lots. Apply as soon as practicable before an event or once the event begins.

- ▶ Prevents bonding of snow and ice to pavement which speeds up removal operations which saves \$.
- ▶ Can be applied up to 2 days before an event due to the residual effect.
- ▶ Superior to dry salt for premium service to customers to reduce slip-and-fall accidents & liability.
- ▶ Prevents “black ice”.
- ▶ Starts working earlier & lasts longer than dry products.

De-icing – Application rate starts at 1 gallon per 1000 square feet (40 gallons per lane mile). Rate can be adjusted based on accumulation. Use solid stream nozzles set at higher pressure to help increase penetration down to the pavement to undermine snow & ice.

- ▶ Clear product won't track in stores and offices.
- ▶ Melting begins immediately upon application.
- ▶ **InfernalMelt NC** melts through up to 1/4” of dry packed snow down to the pavement, when using straight stream nozzles, where it will spread and break the bond between the ice & snow and the road allowing plows to remove it easily saving time and money.

TYPICAL PROPERTIES

Freezing Point.....-32°F (-30°C)

Appearance.....Clear light violet liquid with mild odor

Specific Gravity.....1.15 – 1.18

Weight/gl.....9.7 – 9.95

pH.....6.5 – 9.5

BOD: 0.27 kg Oxygen/ kg fluid

COD: 0.38 kg Oxygen/kg fluid

Industrial Systems Ltd.

112 W. Rand Rd. (Route 120), Lakemoor, IL 60051

Office 815.344.5566 or 815.344.5588 • E-mail: steve@isltd.us

Ice-Melt-Products.com

INFERNALMELT

InfernalMelt w/ Residucron

Give your municipality “Zero Tolerance” pavements with our line of clear HOT LIQUIDS!

DESCRIPTION & USES

InfernalMelt w/ Residucron is our *premium* clear road ready product. It’s composed of our standard **InfernalMelt** liquid with a clear organic additive called Residucron which, unlike other organic additives won’t track inside stores and offices. It has been referred to as *“Liquid Fire”!* The residual effect afforded by the organic additive is like gluing the salts to the pavement making it last longer on the surface which means less subsequent application of ice melters. It has an extra low freeze point of **-36°F** and can be used for de-icing, anti-icing and pre-wetting rock salt.

InfernalMelt w/ Residucron is composed primarily of Calcium, Sodium, & Potassium Chlorides along with an agriculturally derived clear organic additive. It is artfully blended for maximum melting performance but because the blend of chlorides is balanced there is not an excessive amount of any one component. The individual components are safe for plantings in small quantities but had we composed it exclusively of any one single component then chances are that it would exceed the safe level for that component. What this equates to is less incidental damage to landscaping. **InfernalMelt w/ Residucron** also inhibits corrosion due to the organic ingredient in it. A reduction in corrosion of 40-50% is expected.

APPLICATION GUIDELINES

Liquids are your most valuable tool to reduce chlorides in the environment. However, liquids are not meant to totally replace dry products. Liquids are most effective when applied to the pavement before an event (anti-icing) or applied to rock salt (pre-wetting). They can be applied to existing snow & ice (de-icing) but there are practical limits as to how much snow & ice liquids can melt after an event. (See section on de-icing*). Because the product has a residual effect it can be applied further in advance of a storm than the Standard InfernalMelt product since it lasts longer.

Pre-wetting – Application rate is 5 -17 gallons per ton of rock salt at the auger / spinner or onto loader bucket when loading truck.

- ▶ 15% - 35% reduction in salt use due to reduced “bounce & scatter” and residual effect of the organic.
- ▶ Melting begins immediately - no waiting for salt to make its own brine.
- ▶ Lower salt consumption from pre-wetting is better for plantings & the environment in general.

Anti-icing – Application rate for anti-icing is 20-30 gallons per lane mile. Use solid stream nozzles for roads and fan spray nozzles for parking lots due to less spreading action due to vehicle tires in lots. Apply as soon as practicable before an event or once the event begins.

- ▶ Prevents bonding of snow and ice to pavement which speeds up removal operations which saves \$.
- ▶ Can be applied up to 3 days before an event due to the organic additives' residual effect.
- ▶ Best choice for premium service to customers to reduce slip-and-fall accidents & liability.
- ▶ Prevents "black ice".
- ▶ Starts working earlier & lasts longer than dry products.

De-icing – Application rate is 40 gallons per lane mile. Rate can be adjusted based on accumulation. Use solid stream nozzles set at higher pressure to help increase penetration down to the pavement to undermine snow & ice.

- ▶ Clear product won't track in stores and offices.
- ▶ **InfernalMelt w/ Residucron** begins melting ice & snow immediately upon application.
- ▶ **InfernalMelt w/ Residucron** melts through up to ½" of dry packed snow down to the pavement, when using straight stream nozzles, where it will spread and break the bond between the ice & snow and the road allowing plows to remove it easily saving time and money.*

**Because InfernalMelt w/ Residucron is composed of various chlorides and it has a limited amount of corrosion inhibition (between 40-50%) it is not a non corrosive product. Therefore users should use it appropriately around sensitive areas. Chlorides may also stain certain metals if applied directly to them.*

TYPICAL PROPERTIES

Appearance.....Clear Light Amber liquid
Specific Gravity.....1.17 -1.28
Weight/gl.....9.65 -10.5
pH.....6.2 -7.9
Freezing Point.....-36°F (-38°C)

Industrial Systems Ltd.

112 W. Route 120, Lakemoor, IL 60051

Office 815.344.5566 or 815.344.5588

E-mail: steve@isltd.us

Ice-Melt-Products.com

MEMO

ISL

10-13-2022

To Whom it May Concern,

I am writing to let you know that Industrial Systems Ltd. is the sole manufacturer of ThermaPoint, InfernalMelt & CryoMelt in the 3 state area comprising Illinois, Wisconsin and Iowa. We maintain ourselves as the sole manufacturer to your area.

Sincerely,

Greg Schams

President

Industrial Systems Ltd.

Industrial Systems Ltd.

112 West Route 120
Tel: 815.344.5566

Lakemoor, IL 60051
Fax: 815.344.5588

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ALTERNATIVE LIQUID DE-ICER AND ANTI-ICING PRODUCTS FROM INDUSTRIAL SYSTEMS, LTD., IN AN AMOUNT NOT TO EXCEED \$62,000.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems, Ltd., in an amount not to exceed \$62,000.00, 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 November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Industrial Systems Ltd.

112 West Route 120

Lakemoor, IL 60051

Tel: 815-344-5566 • Fax: 815-344-5588

**ISL
Quote****Darien Public Works
Attn: David Fell**

Darien, IL.

Date:
September 13, 2022Reference:
Liquid De-icer / Anti-icer**LOCAL* Manufactured, stored & distributed in Chicagoland *LOCAL**

Submitted By	FOB	Delivery	Terms
Steve Adler		Included	Net 30 days from delivery

Quantity	Product Description	Price
	<i>No Mixing!</i> <i>READY-TO-GO PRODUCT</i> <i>No mixing!</i>	
4,500 gl	Freezgard Zero (Magnesium Chloride) from Compass Minerals	\$1.35/gl
4,500 gl	InfernalMelt NC - <u>No mixing!</u> Pre-wetting, anti-icing & de-icing(-30°F)	\$5.37/gal
4,500 gl	InfernalMelt w/ Residucron – Pre-wet, Anti-ice & de-ice (-36°F)	\$1.37/gal
4,500 gl	Cryoblend 80/20-<u>No mixing!</u> Pre-wetting, anti-icing & de-icing(-11°F)	\$1.35/gal
	For 2,100 gallons deliveries add \$0.135/gal For 990 gallons deliveries add \$0.27/gal	

Also available the following for blending operations

Defoamer – Biocides – Storage Tanks – Pre-Wet Dispensing System

Important

Prices in effect at time of delivery and subject to availability, unless such time is extended in writing.

Quantities shown above are not guaranteed.

Internal Use

(TP-R) GPS 527.20

Steve Adler

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A resolution authorizing the Mayor to accept a proposal from E J Equipment, Inc., for the purchase of two (2) new Trackless Tractor MT7 for Safety Sidewalk Snow Clearing Operations in an amount not to exceed \$372,950.

RESOLUTION

BACKGROUND/HISTORY

The City currently owns and maintains two safety walk snowplowing machines to plow 22 miles of sidewalk throughout town. The Safety Sidewalks are on the following main thoroughfares:

Cass Avenue
Plainfield Road
75th Street
Manning Road
Oldfield Road
Clarendon Hills Road
Bailey Road
North Frontage Road
67th Street

Note: Additional Safety walk will be added once the new sidewalk are installed on 79th Street-southern right of way and Clarendon Hills Road-eastern right of way.

The equipment utilized for the operations are as follows

2006 Trackless Model
2010 MacLean

The above 2006 Trackless Model has outperformed the 2010 MacLean trackless tractor from field performance, parts availability and field service. In addition, the machines were purchased for turf mowing and limited sweeping.

Throughout the years as technology advanced, the turf mowing operations for the above machines has been replaced with zero-turn mowers. The zero-turn mowers have provided the City with significant increase in productivity and performance. With the utilization of the zero-turn mowers the attachments of mower decks and summer tires would be eliminated.

While the equipment has provided years of highly demanding service, the 2006 Trackless Model has exceeded its useful life. The 2010 MacLean has also exceeded its useful life and lacks the optimal performance in power required for snow clearing operations. Both machines continue to experience the following component issues:

- Clutch
- Brake lines, hydraulic hoses fittings rotting out
- Metal body rust deterioration
- Electrical, lighting faults

The City Mechanic has reviewed and updated the criteria for the vehicle replacement policy, calling out for the replacement of the equipment. See [Attachment A](#).

The FY23-23 Budget calls out for the replacement of the 2006 Trackless model and the proposed FY23-24 Budget calls out for the replacement of the 2010 MacLean. Please note the 2010 MacLean was purchased in 2013 as a demonstration unit. Staff had reviewed alternate snowplowing equipment with no positive results compared to the Trackless. E J Equipment, Inc. has sold Trackless machines to the following municipalities: Countryside, LaGrange, Broadview, Bellwood, Oak Park, Elmhurst, Rosemont, DesPlaines & Wheeling to name a few. Downers Grove contracts out their downtown snow removal after their Trackless unit was hit by a train. In addition, there are no opportunities to lease the proposed equipment. Staff determined that the optimal and proven machine is the Trackless based on past performance, service reliability and positive feedback on operation.

Staff discussed with the Trackless representative for an additional \$3,500 multi machine discounting pending City Council consideration to purchase two (2) machines this fiscal year. The Trackless Machines are sales territory protected and E J Equipment Inc. is the exclusive distributor for the machine. A second quote was obtained from Trackless Vehicles, Ltd. through the H-GAC (Houston-Galveston Area Council) and the Cooperative Purchasing Program.

VENDOR	QUOTE
HGACBuy-Trackless Vehicles, Ltd.	\$380,307.60
E J Equipment, Inc.	\$372,950.00

Staff is proposing to purchase two machines as there will be an increase up to 7% prior to the FY23-24 budget year and the equipment is forecasted within the three year City Budget.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22-23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	CAPITAL PURCHASES	\$250,000	\$ 372,950	*(\$122,950)

*The current FY22-23 budget would be in a position to absorb the \$122,590 shortfall through program savings. The existing equipment and attachments would be declared as surplus equipment under a separate agenda, upon delivery of the new equipment.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the Mayor to accept a proposal from E J Equipment, Inc., for the purchase of two (2) new Trackless Tractor MT7 for Safety Sidewalk Snow Clearing Operations in an amount not to exceed \$372,950.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the November 7, 2022, City Council, under New Business agenda for formal consideration.

2.8.22

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	206	DEPARTMENT	Street	DATE	
MODEL YEAR	2007	MODEL	MT.5		10-19-22
CURRENT MILEAGE		CURRENT HOURS	16652		
				MAXIMUM POINTS	VEHICLE SCORE
AGE					
	Department		Street		
	Life Expectancy		12		
	Age as of Report Date		15		
	AGE: Meets Requirements			20	20
USAGE					
	MILES				
	HOURS		16652		
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY				
	USAGE: Meets Requirements			20	17.74
TYPE OF SERVICE					
	1-LIGHT DUTY				
	10-CRITICAL DUTY				
	SERVICE: Meets Requirements			15	15
RELIABILITY					
	RELIABILITY: Frequency or Visits for Service				
	RELIABILITY: Meets Requirements			15	14
MAINTENANCE AND REPAIR COSTS					
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class				
	ORIGINAL PURCHASE PRICE				
	LIFE TO DATE REPAIR COST				
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE				

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
206: 2007 TRACKLESS MT 5 MT5T-3534										
	0000027822	110	/01							
	01-PMA: PREV. MAINT.			04/15/08	08/01	002		\$12.86	\$7.50	0.50
	0000028133	125	/01							
	01-PMA: PREV. MAINT.			11/14/08	08/01	002		\$19.14	\$15.00	1.00
	0000028156	125	/01							
	01-PMB: PREV. MAINT.			12/02/08	08/01	001		\$0.00	\$28.00	1.00
	0000028428	125	/01							
	01-PMB: PREV. MAINT.			07/02/09	08/01	002		\$0.00	\$7.50	0.50
	0000028695	278	01/01							
	01-PMA: PREV. MAINT.			01/21/10	08/01	002		\$19.14	\$22.50	1.50
	01-PMB: PREV. MAINT.			01/21/10	08/01	002		\$0.00	\$3.75	0.25
	0000028732	302	01/02							
	03-05: GLASS REPAIR			02/17/10	01/01	001		\$105.00	\$28.00	1.00
	0000028880	347	01/03							
	02-17: TIRES,TUBES,ETC			06/24/10	01/01	001		\$642.80	\$84.00	3.00
	0000028952	350	01/01							
	01-PMA: PREV. MAINT.			08/29/10	08/01	001		\$20.60	\$28.00	1.00
	01-PMB: PREV. MAINT.			08/29/10	08/01	001		\$227.68	\$56.00	2.00
	01-PMC: PREV. MAINT.			08/29/10	08/01	001		\$0.00	\$28.00	1.00
	0000029176	475	01/01							
	01-PMA: PREV. MAINT.			03/07/11	08/01	001		\$12.50	\$56.00	2.00
	01-PMB: PREV. MAINT.			03/07/11	08/01	001		\$7.80	\$0.00	0.00
	0000029208	476	01/01							
	01-PMC: PREV. MAINT.			04/12/11	08/01	002		\$0.00	\$15.00	1.00
	0000029500	501	01/01							
	01-PMB: PREV. MAINT.			11/30/11	08/01	002		\$16.00	\$15.00	1.00
	0000029794	524	01/01							

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
206: 2007 TRACKLESS MT 5 MT5T-3534										
	0000029794	524	01/01							
	01-PMB: PREV. MAINT.			06/22/12	08/01	002		\$0.00	\$7.50	0.50
	01-PMC: PREV. MAINT.			06/22/12	08/01	002		\$0.00	\$0.00	0.00
	0000029829	540	01/02							
	05-27: XMISSION AUTO			07/28/12	04/01	002		\$0.00	\$45.00	3.00
	0000029846	530	01/02							
	04-11: AXEL FRONT			08/08/12	04/01	002		\$0.00	\$30.00	2.00
	0000030412	690	01/03							
	03-05: GLASS REPAIR			01/29/14	01/01	002		\$0.90	\$7.50	0.50
	05-24: DRIVE SHAFT			01/29/14	01/01	002		\$38.82	\$30.00	2.00
	0000030451	766	01/02							
	02-17: TIRES,TUBES,ETC			03/25/14	01/01	002		\$30.00	\$7.50	0.50
	0000030727	777	01/01							
	06-31: CHARGING SYS			11/18/14	08/01	002		\$197.64	\$30.00	2.00
	03-08: MIRRORS			11/18/14	08/01	002		\$311.78	\$7.50	0.50
	06-34: LIGHTING SYS			11/18/14	08/01	002		\$27.80	\$7.50	0.50
	01-PMA: PREV. MAINT.			11/18/14	08/01	002		\$87.95	\$7.50	0.50
	01-PMC: PREV. MAINT.			11/18/14	08/01	002		\$7.41	\$7.50	0.50
	0000031602	1023	01/01							
	09-57: HYDRAULIC SYS			02/10/18	08/01	002		\$815.00	\$45.00	3.00
	0000031873	1104	01/01							
	06-34: LIGHTING SYS			02/06/19	01/01	TOM		\$199.99	\$41.30	1.00
	0000031878	1107	01/01							
	04-12: AXEL REAR			02/14/19	01/01	TOM		\$185.00	\$144.55	3.50
	0000032290	6522	01/01							
	01-PMA: PREV. MAINT.			11/01/20	08/01	TOM		\$46.53	\$41.30	1.00
	01-PMC: PREV. MAINT.			11/01/20	08/01	TOM		\$0.00	\$2,110.43	51.10
	0000032371	6622	01/01							

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
206: 2007 TRACKLESS MT 5 MT5T-3534										
	0000032371	6622	01/01							
	07-42: COOLING SYS			02/09/21	01/01	TOM		\$1,528.44	\$330.40	8.00
	09-57: HYDRAULIC SYS			02/09/21	01/01	TOM		\$430.24	\$0.00	0.00
	0000032644	6622	01/01							
	11-89: SNOW BLOWER			01/31/22	01/01	TOM		\$0.00	\$0.00	0.00
	0000032646	6652	01/01							
	05-24: DRIVE SHAFT			02/08/22	01/01	TOM		\$209.00	\$206.50	5.00
						Equipment - 206	Total	<u>\$5,200.02</u>	<u>\$3,501.23</u>	<u>101.85</u>
							Grand Total	<u>\$5,200.02</u>	<u>\$3,501.23</u>	<u>101.85</u>

\$4,722.41

10-28-21

CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT				
UNIT NO	208	DEPARTMENT	Street	DATE
MODEL YEAR	2011	MODEL	MV5	10-19-22
CURRENT MILEAGE		CURRENT HOURS	1312	
			MAXIMUM POINTS	VEHICLE SCORE
AGE				
	Department	Street		
	Life Expectancy	10		
	Age as of Report Date	11		
	AGE: Meets Requirements		20	20
USAGE				
	MILES			
	HOURS	1312		
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	3.50
TYPE OF SERVICE				
	1-LIGHT DUTY			
	10-CRITICAL DUTY			
	SERVICE: Meets Requirements		15	15
RELIABILITY				
	RELIABILITY: Frequency or Visits for Service			
	RELIABILITY: Meets Requirements		15	13
MAINTENANCE AND REPAIR COSTS				
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	112,200.00		
	LIFE TO DATE REPAIR COST	8,882.77		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	7.92%		

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours	
208: 2015 MCCLEAN MV-5											
0000030936		0	01/03								
03-01: A/C				06/29/15	01/01	002		\$170.23	\$90.00	6.00	
0000030954		0	01/03								
09-63: HOSES & FITTING				07/23/15	01/01	002		\$14.00	\$60.00	4.00	
0000030955		0	01/03								
09-57: HYDRAULIC SYS				07/24/15	01/01	002		\$31.37	\$15.00	1.00	
0000031893		1021	01/03								
05-22: AXEL REAR				03/15/19	01/01	TOM		\$8,659.97	\$516.25	12.50	
04-13: BRAKES				03/15/19	01/01	TOM		\$7.20	\$61.95	1.50	
0000032279		1049	01/01								
06-38: ELECT SHORTS				10/15/20	01/01	TOM		\$0.00	\$123.90	3.00	
0000032516		1202	01/01								
01-PMC: PREV. MAINT.				07/28/21	08/01	TOM		\$0.00	\$20.65	0.50	
0000032578		1205	01/01								
01-PMA: PREV. MAINT.				10/28/21	08/01	TOM		\$34.01	\$123.90	3.00	
01-PMC: PREV. MAINT.				10/28/21	08/01	TOM		\$34.98	\$10.33	0.25	
						Equipment -	208	Total	\$8,951.76	\$1,021.98	31.75
						Grand Total		\$8,951.76	\$1,021.98	31.75	

\$ 8,882.77

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM E J EQUIPMENT, INC., FOR THE PURCHASE OF TWO (2) NEW TRACKLESS TRACTOR MT7 FOR SAFETY SIDEWALK SNOW CLEARING OPERATIONS IN AN AMOUNT NOT TO EXCEED \$372,950

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from E J Equipment, Inc., for the purchase of two (2) new Trackless Tractor MT7 for Safety Sidewalk Snow Clearing Operations in an amount not to exceed \$372,950, copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES

E J EQUIPMENT, INC.
 30x 665 • 6949 N. 3000 E. Rd.
 Manteno, IL 60950
) 468-0250 • Fax: (815) 468-8055
 www.ejequipment.com



Ship To: IN STORE PICKUP

Invoice To: CITY OF DARIEN
 1041 S FRONTAGE ROAD
 DARIEN IL 60561

Branch		01 - CENTRAL	
Date	Time	Page	
10/18/2022	13:53:06 (O)	1	
Account No.	Phone No.	Estimate No.	
DARIE001	6308525000	Q04268	
Ship Via	Purchase Order		
Tax ID Number			
ERIC LESAGE		Salesperson S23 / 304	

EQUIPMENT ESTIMATE - NOT AN INVOICE

Description ** Q U O T E ** QUOTE VALID: 11/17/2022 Amount

TRACKLESS MT7 74HP TRACTOR WITH OPTIONS AND ATTACHMENTS 189975.00

|
 PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS

Miscellaneous Charges/Credits
 =====

MULTI UNIT DISCOUNT Qty: 1 Price: 3500.00 3500.00-

TRACKLESS MT7 74HP TRACTOR WITH OPTIONS AND ATTACHMENTS 189975.00

|
 PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS

Miscellaneous Charges/Credits
 =====

MULTI UNIT DISCOUNT Qty: 1 Price: 3500.00 3500.00-

Subtotal: 372950.00

Authorization: _____ Quote Total: 372950.00

|
 COST VARIANCE DISCLAIMER: IF INFLATION CONTINUES TO ACCELERATE, WE WILL HAVE NO CHOICE BUT TO REQUOTE PRIOR TO PRODUCTION. YOU MAY CANCEL ORDERS (WITH APPLICABLE FEES) ANY TIME PRIOR TO PRODUCTION.

X

Received By _____

AGENDA MEMO

**City Council
November 7, 2022**

ISSUE STATEMENT

A resolution authorizing the Mayor to accept a proposal from Industrial Systems Ltd., for the purchase of de-icing storage tanks and components in an amount not to exceed \$39,415.

RESOLUTION**BACKGROUND/HISTORY**

Included within the FY22/23 Budget is equipment as it relates to the enhancement of de-icing roadways within the City. The City currently has one storage tank at the Municipal Services Facility and it is estimated that the City will be utilizing up to 15,000 gallons of product through the winter season. Staff plans to have up to five (5) various deicing products and are covered under a separate agenda memo. Each storage tanks hold approximately 6,000 gallons of product at one time. Municipalities are required to take delivery of a minimal of 4,500 gallons of a product. Staff has identified that due to supply and demand issues it is necessary to purchase the product early in the year.

Staff requested quotes for the equipment and received three quotes see [Attachment A](#).

The proposed purchase includes the following:

- *Three 6,100-Gallon tanks
- System Controller
- Pump Kit
- Mixing Eductors
- Installation

*Industrial Systems Ltd. currently has one tank in stock and up to a 28-week lead-time on the additional tanks. Industrial Systems has provided equipment and de-icing product with very satisfactory results.

The FY22/23 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22/23 BUDGET	EXPENDITURE	BALANCE
01-30-4223	Maintenance-Equipment	\$50,000	\$39,415	\$10,585

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the Mayor to accept a proposal from Industrial Systems Ltd., for the purchase of de-icing storage tanks and components in an amount not to exceed \$39,415.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022, City Council agenda for formal consideration.

			INDUSTRIAL SYSTEMS LTD		HARMONEY DEICING PRODUCTS		VARITECH INDUSTRIES INC	
DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST SUMARRY	UNIT COST	COST SUMARRY	UNIT COST	COST SUMARRY
POLY TANK CAPACITY 6,000-6,250 GALLONS-28 WEEK LEAD TIME	EACH	2	\$ 7,925.00	\$ 15,850.00	\$ 9,853.00	\$ 19,706.00	\$ 10,599.00	\$ 21,198.00
POLY TANK CAPACITY 6,000-6,250 GALLONS-IN STOCK	EACH	1	\$ 8,125.00	\$ 8,125.00	\$ 9,853.00	\$ 9,853.00	\$ 10,599.00	\$ 10,599.00
SYSTEM CONTROLLER	EACH	1	\$ 6,850.00	\$ 6,850.00	\$ 17,500.00	\$ 17,500.00	\$ 18,153.12	\$ 18,153.12
PUMP KIT	EACH	1	\$ 2,395.00	\$ 2,395.00	\$ -	\$ -	\$ 4,450.00	\$ 4,450.00
PIPING COMPONENTS	EACH	3	\$ -	\$ -	\$ 905.00	\$ 2,715.00	\$ 1,455.00	\$ 4,365.00
MIXING EDUCTORS	EACH	3	\$ 910.00	\$ 2,730.00		\$ -	\$ 1,347.00	\$ 4,041.00
INSTALLATION	EACH	1	\$ 1,965.00	\$ 1,965.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
FREIGHT	EACH	1	\$ -	\$ -	\$ 2,300.00	\$ 2,300.00	\$ 1,800.00	\$ 1,800.00
SUB TOTAL COST			N/A	\$ 37,915.00	N/A	\$ 53,074.00		\$ -
SURCHARGE	LUMP SUM	N/A	N/A	N/A	\$ 1,981.00	N/A	N/A	N/A
CONTINGENCY	LUMP SUM	1	\$ 1,500.00	\$ 1,500.00		\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
TOTAL COST				\$ 39,415.00		\$ 54,574.00		\$ 66,106.12
WITHOUT INSTALLATION				(1,965.00)		-		-
TOTAL COST WITHOUT INSTALLATION				\$ 37,450.00		\$ 54,574.00		\$ 66,106.12



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM INDUSTRIAL SYSTEMS LTD FOR THE PURCHASE OF DE-ICING STORAGE TANKS AND COMPONENTS IN AN AMOUNT NOT TO EXCEED \$39,415

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

SECTION 1: The City Council of the City of Darien hereby authorizes the mayor to accept a proposal from Industrial Systems Ltd., for the purchase of de-icing storage tanks and components in an amount not to exceed \$39,415, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of November 2022.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Industrial Systems Ltd.

112 West Route 120
 Lakemoor, IL 60051
 Tel: 815-344-5566 • Fax: 815-344-5588

ISL Quote

Darien Public Works

 Darien, IL.
Attn: David Fell
 630-429-1711

Date:
October 12, 2022

 Reference:
**Ace 6,250 gl Tanks, 3 Way
 dispensing System**

**** ice-melt-products.com ****

Submitted By	FOB	Delivery	Terms
Greg Schams		Included	Net 30

Nothing on this quote is an installed price

Qty.	Product Description	Price
3	Ace 6,250 gl standard Poly Tank. VT6250-102 white (102"D X 194"H) 1.7 Sp. Gravity with 16" vented manhole. Tank weight is 1552#. Includes one 3" bulkhead, Stainless nipple, 3" full port banjo valve, camlock and dust cap. 3 tanks delivered at once. Approx. lead time is 28 weeks. Pricing at right is not guaranteed. Tanks will be priced at the time of delivery.	\$7,925.00 each delivered
1	Same tank as above but shipped one at a time. I have one tank in inventory now available for delivery. This is the only way to know for sure what the tank will cost.	\$8,125.00 delivered
	Optional 3 Mixing Eductors per tank installed including all fittings and 1 ½" bumble hose hooked to pump.	\$910.00 per tank
1	Pre-Wet 2000 3 Function Ice Control Pre-Wetting System. 230 VAC or 110 VAC Single Phase 1 ½ H.P 20 Amp pump in a separate fiberglass footlocker. Electrical control box w/ waterproof buttons, lamp, and (2) handheld remote transmitters. Adjustable timer for spray nozzles. Included is one spray bar assembly with 2 nozzles. The unit works on AUTO for timed remote spraying of bucket loader and tank recirculation through mixing eductors & MANUAL for filling truck saddle tanks. Separate timers for spray nozzles and recirculation functions. You would run 1 ½" hose from tank to pump and then 1 ½" hose from pump to included Stainless Steel 3 valve dispenser manifold composed of (2) 1" SS valves and (1) 1 ½" SS Valve. From there you run a 1" hose to spray bar w another 1" hose to truck filling hose & valve. Lastly, run 1 ½" hose to the tank for recirculation through mixing eductors. I have one Pre-Wet 2000 System in stock.	\$6,850.00

Industrial Systems Ltd.

112 West Route 120

Lakemoor, IL 60051

Tel: 815-344-5566 ▪ Fax: 815-344-5588

ISL Quote

	Installation of Pre-Wet 2000 System. <i>Mounting Control panel, complete plumbing hookup. Includes all hoses. (Up to 60' of 1" heavy duty hose) We will supply 2 strainer units to filter the fill and discharge hose runs. Excluding electrical connection to our system which you would supply.</i>	\$1,300.00
1	PUMP IN A BOX PUMP SYSTEM. 1.5 HP TEFC 120/230 VAC single phase motor w Stainless Steel Centrifugal Pump wired for 110 VAC with a 20' heavy duty cord and plug. 30 amp disconnect for main power connection. J-box w/ 30 amp pump contactor. All items assembled complete inside poly tool box with exception of start/stop switch which is mounted on the exterior. 1 1/2" stainless steel pipes extended from pump through box exterior for suction & discharge to (2) 1 1/2" Banjo full port valves, camlocks & dust caps. There is a "T" on the discharge side with a bleeder valve to help prime pump. This is the pump used to fill your trucks from the tank. Easy to set up!	\$2395.00 delivered
	Installation of Pump in Box system. <i>Complete plumbing hookup. Includes all hoses. We will supply 2 strainer units to filter the fill and discharge hose runs. Includes up to 30' of 1 1/2" bumble bee hose. Excluding electrical connection</i>	\$665.00

System installs can only be done between April 1 and July 31.

Greg Schams

AGENDA MEMO
City Council
November 7, 2022

ISSUE STATEMENT

A motion directing the City Staff to negotiate the following agreements and variations at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road) PIN# 09-28-410-045, for marquee signage:

Lease/Easement Agreement
 Landscape Agreement
 Construction Easement
 Maintenance Agreement
 Variations-Sign Code

BACKGROUND/HISTORY

As part of an additional enhancement to the center of town, the city council requested city staff to render drawings for marquee displays and a landscape feature at the southwest corner of Cass Avenue and Plainfield Road. As shown on the aerial attached as [Attachment 1](#). The goal of the marquee message board is to provide motorists and residents information regarding City events, meetings, seasonal information and urgent notifications. Regarding advertisement, the owners of the property have expressed interest to advertise their business. While this topic will be part of the negotiation task, the City Council will need to consider whether Darien Businesses should have the opportunity to advertise and whether a cost should be associated with the advertisement. The programming and animation would be controlled through the City of Darien and outsourced to a media vendor for display as required.

Staff has been in communication with the ownership regarding an existing sign that was damaged earlier in the year. The sign is to be replaced in like, in the shape of a triangle, see [Attachment 2](#). The proposed sign has been constructed and is being scheduled for installation.

The City Council further requested staff to review options for marquee displays. Staff had engaged with the sign manufacture, Cynosure Signs, to provide an option to add three marquee displays atop of the abovementioned existing sign. Attached and labeled as [Attachment 3](#) is the proposed rendering for the marquee displays. The three marquee signs would each measure approximately 38-48 inches in height by 96-118 inches in width. The marquee panels would be placed atop of the existing signage on each face of the triangulation. The site would further incorporate a landscape/water feature plan attached as [Attachment 4](#).

Preliminary costs are estimated as follows:

Marquee Panels and Installation	\$45,000
Landscaping/Water Feature	\$40,000
Water Line Irrigation	\$10,000
Plantings	\$ 5,000
Miscellaneous	\$10,000
*Modification to existing sign to support marquee panels \$50,000	

The proposed Budget expense is estimated at \$160,000 with contingencies built in.

*An evaluation through a structural engineer will be required to determine the structures integrity to support the panels. The current dollar value is a best guess estimate in the event additional supports or reconstruction may be required.

The following will be annual costs:

Outsourcing for content creation and management it would be \$350-\$400 per month
\$4,200- \$4,800

Utilities \$200

Landscape Maintenance \$4,000

Annual expenses are estimated at \$5,400

The City Staff will work with the owners for negotiating a long-term lease as it relates to the construction, and maintenance of the proposed marquee and landscape feature.

STAFF RECOMMENDATION

A motion directing City Staff to negotiate the following agreements and variations at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road) PIN# 09-28-410-045, for marquee signage:

Lease/Easement Agreement

Landscape Agreement

Construction Easement

Maintenance Agreement

Variations-Sign Code

COMMITTEE RECOMMENDATION

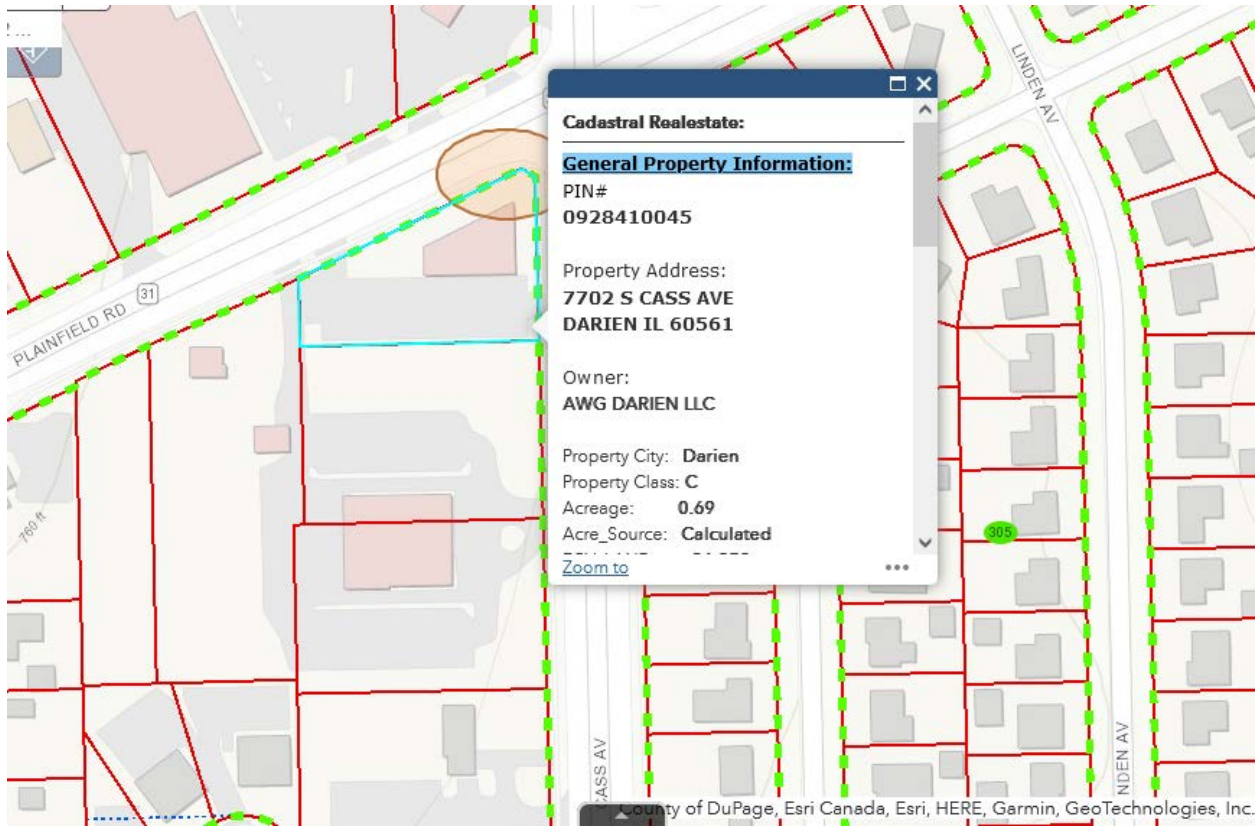
Items will be presented to a future Municipal Services Meeting(s)

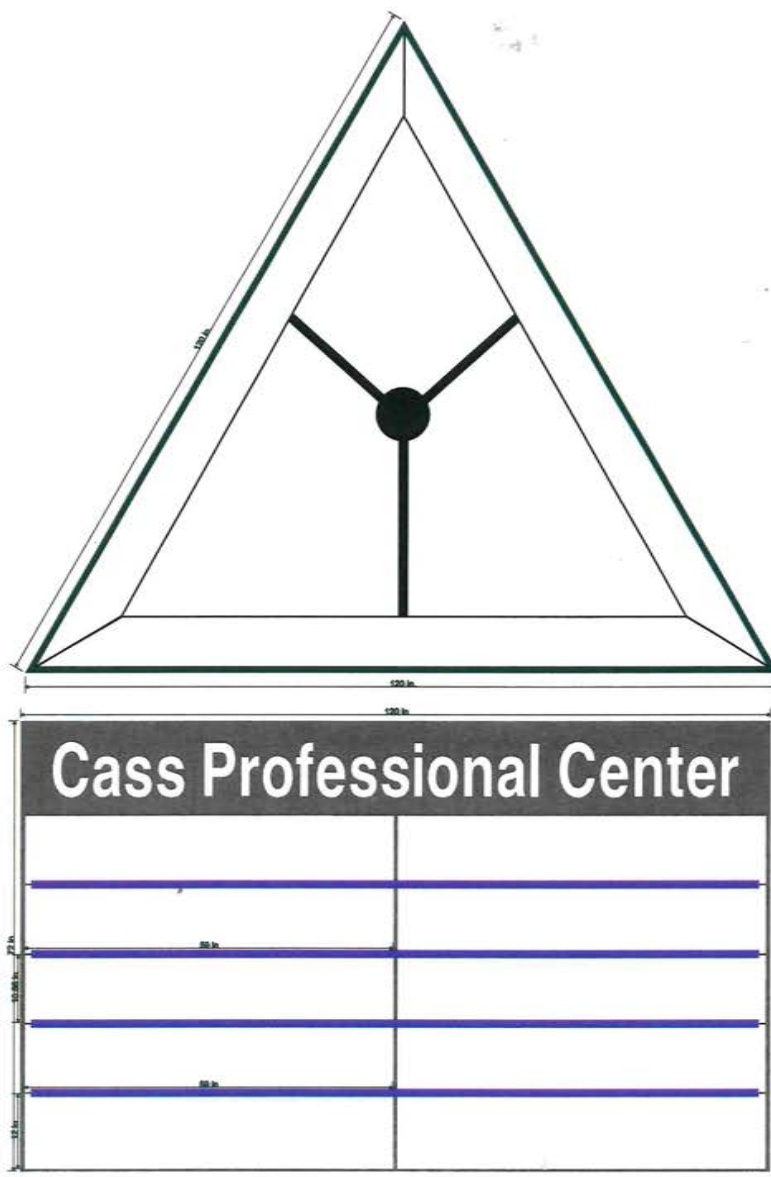
ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 7, 2022, New Business, City Council agenda for formal consideration.





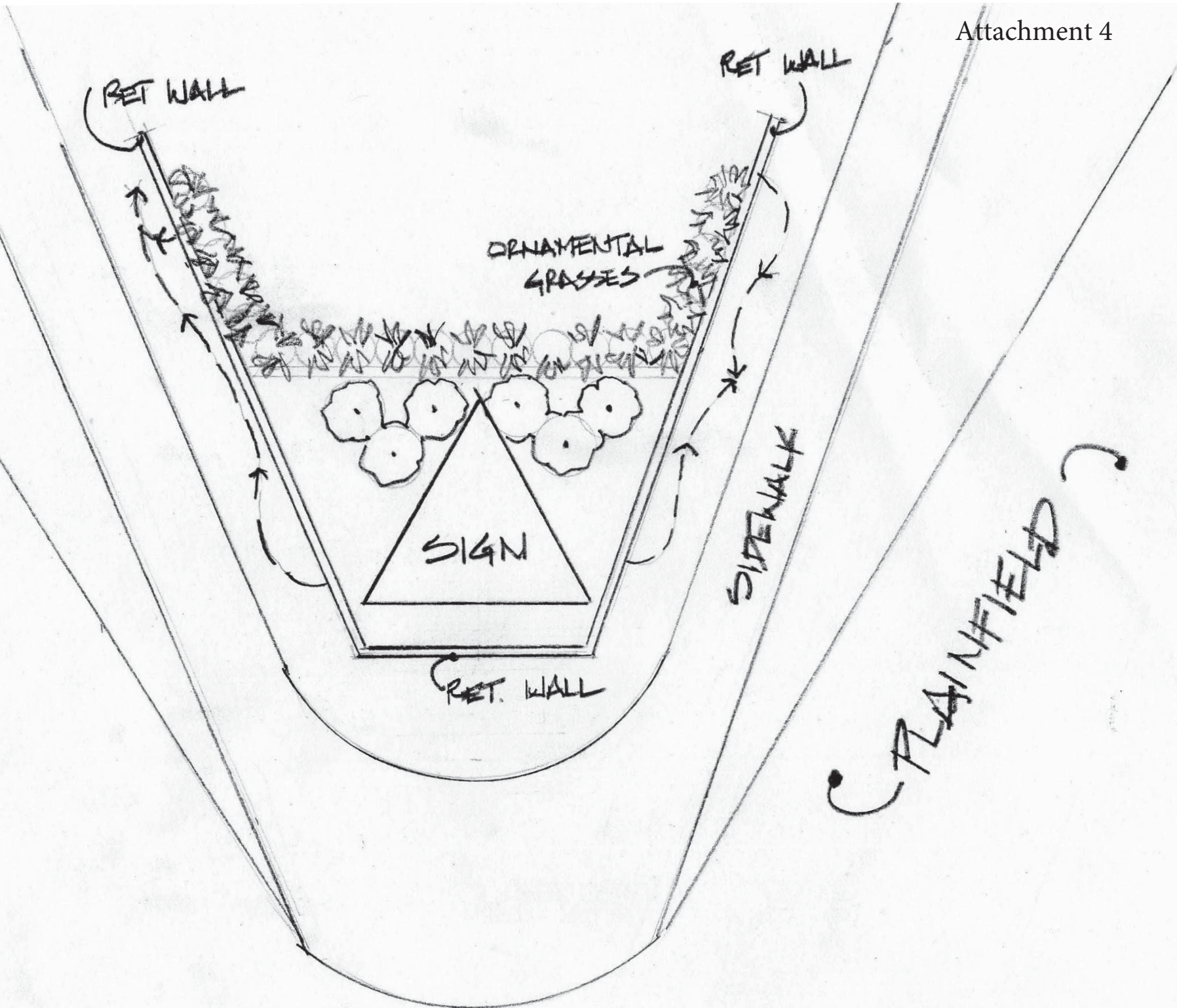
Top panel (cass professional center" is routed aluminum with acrylic backer

all other pieces are 59" x 10.875", .5" top margin, .5" bottom margin
 bottom pieces are 59" x 12", .5" top margin, 1.5" bottom margin

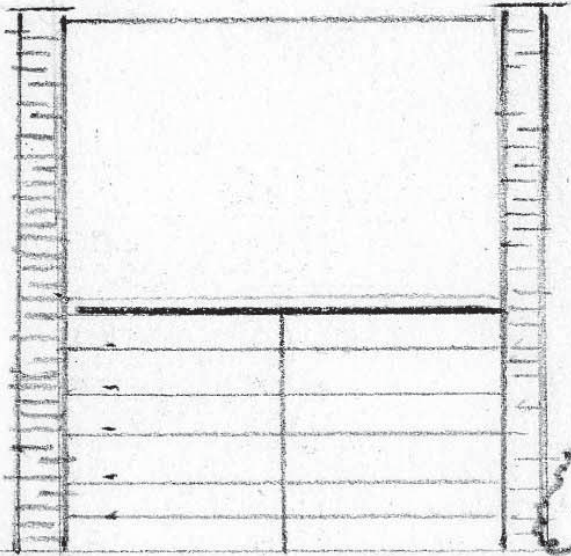
.5" inside margin, 1.75" outside margin



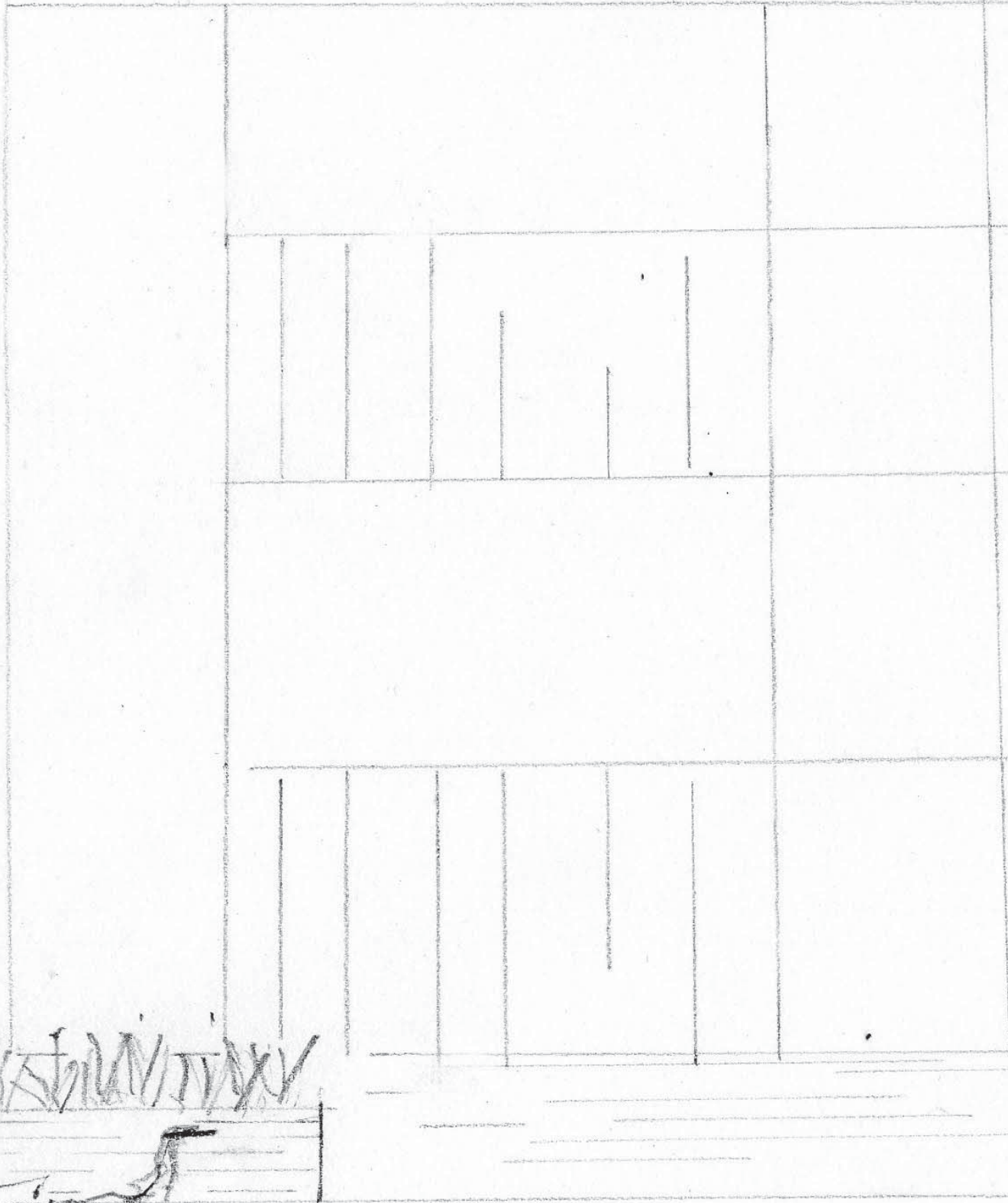
CLIA



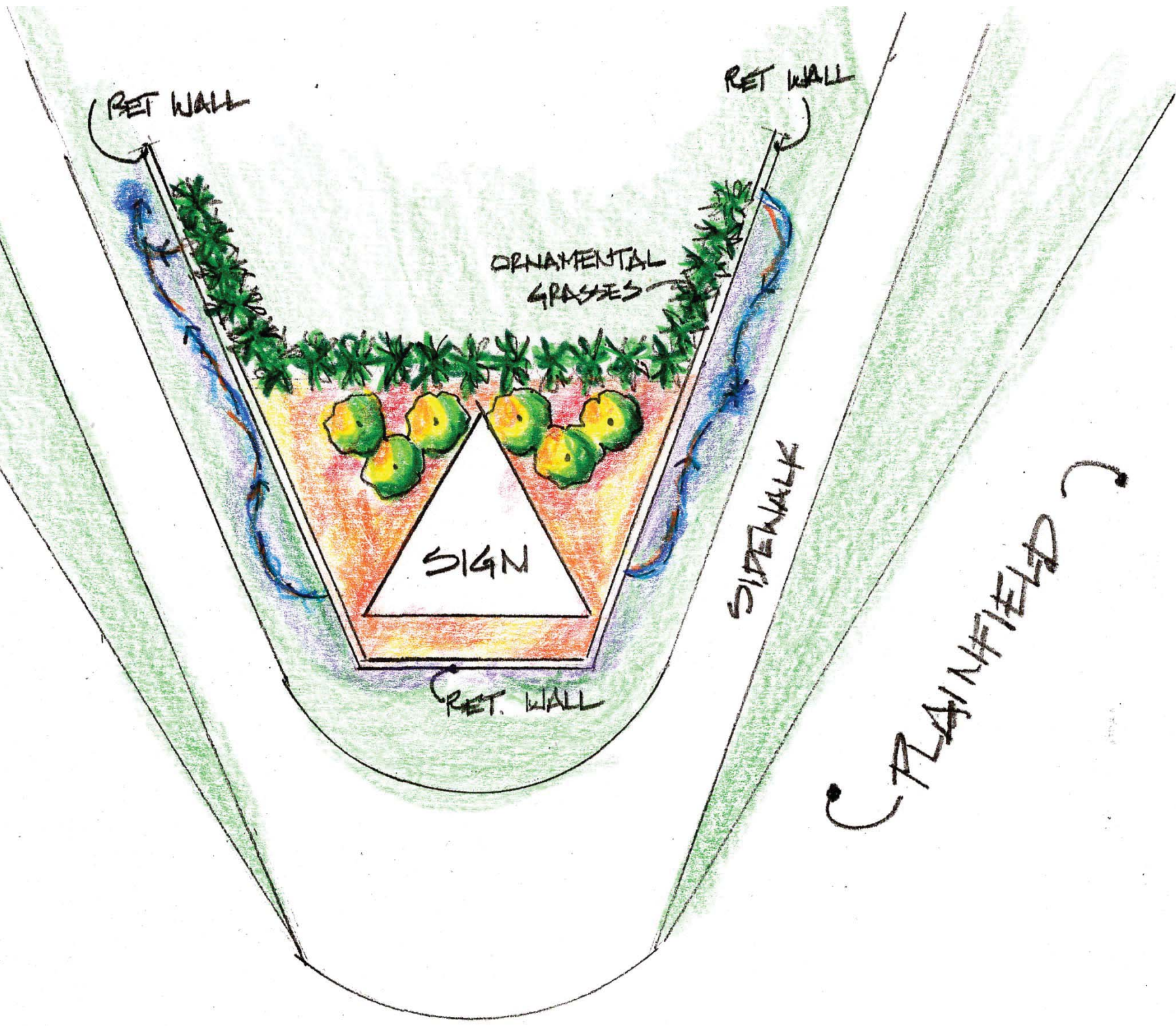
PLAINFIELD



Hand-drawn scribbles and lines, possibly representing a rough sketch of a landscape or a specific architectural detail.

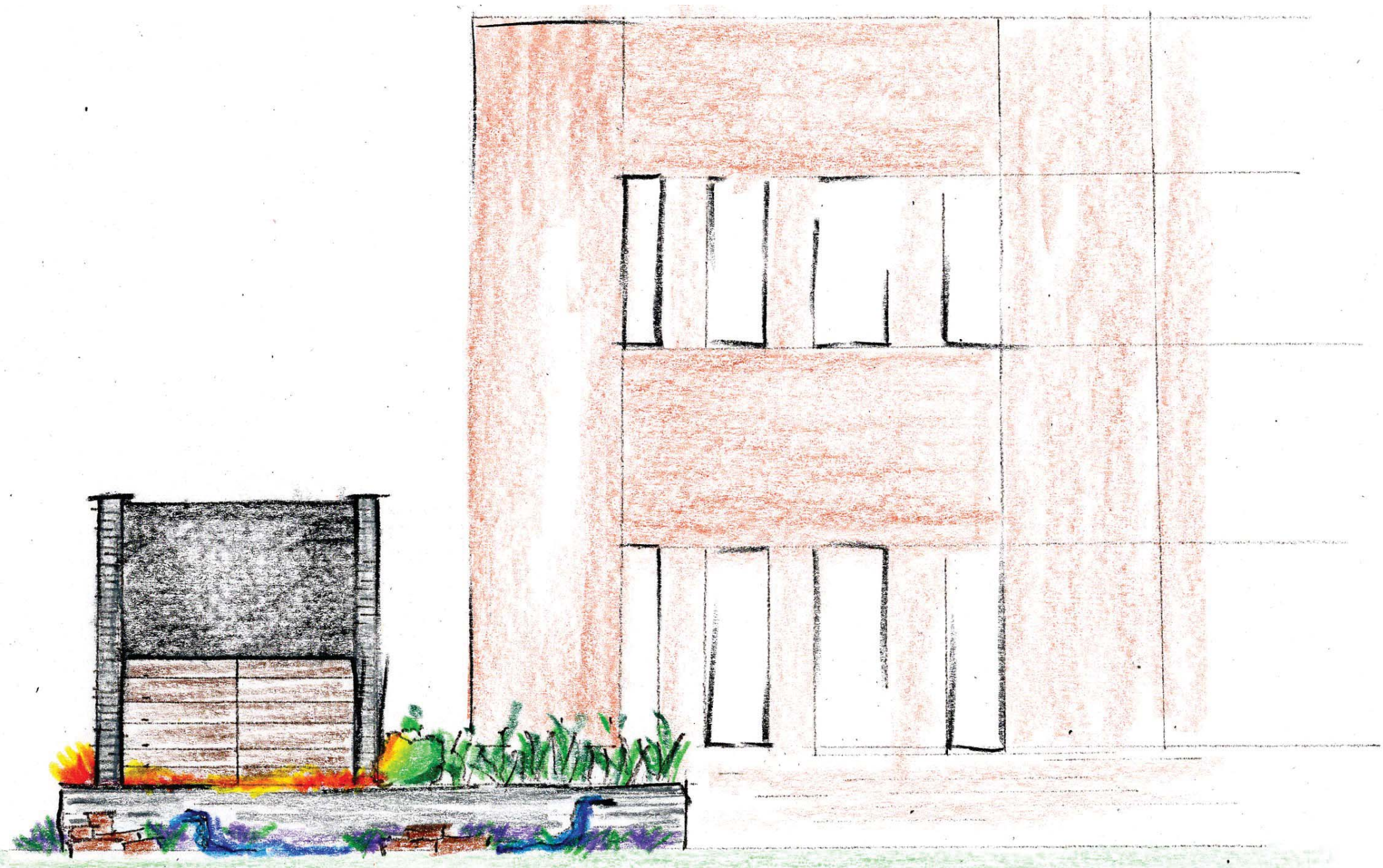


UCLA



SIDEWALK

PLANFIELD



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