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**PRE-COUNCIL WORK SESSION — 7:00 P.M.**

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Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

February 3, 2025

7:30 PM

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 — [January 20, 2025](#)
7. Receiving of Communications
8. Mayor's Report
  - A. Consideration of a Motion to Approve the Appointment of Louis N. Mallers as Chairman to the [Planning, Zoning and Economic Development Commission](#)
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
  - A. Police Department
  - B. Municipal Services
12. Treasurer's Report
  - A. Warrant Number — [24-25-19](#)
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 Grant a Waiver of the Raffle License Bond Requirement for [Rotary of Darien](#)
  - B. Consideration of a Motion to Approve [an Ordinance Amending Various Sections of Title 9, Chapter 2 "Police Department" of the City of Darien City Code](#)
  - C. Consideration of a Motion to Approve an Ordinance Approving a Variation from the Darien Zoning Ordinance (PZC2024-12: [814 Timber Lane](#))
  - D. Consideration of a Motion to Approve an Ordinance Rezoning Property from OR&I to B-3, Approving a Special Use and Variations from the Darien Zoning Ordinance and Sign Code (PZC2024-13: [1033 N. Frontage Road, Coventry Gardeners LLC](#))
  - E. Consideration of a Motion to Approve an [Ordinance Authorizing the Sale of Personal Property Owned by the City of Darien](#)
  - F. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract with Lakeshore Recycling Systems, LLC, for the City of Darien's [2025 Street Sweeping Program](#) not to Exceed \$56,575.00
  - G. Consideration of a Motion to Approve a [Resolution for Maintenance Under the Illinois Highway Code \(FY 2025/26 General Maintenance in the Amount of \\$800,375.90\)](#)
  - H. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Execute a Contract for the [2025 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program](#) with Suburban Concrete, Inc., in an Amount not to Exceed \$1,194,500.00 and to Waive the Residential \$75.00 Permit Fee Application for Concrete Work
  - I. Consideration of a Motion to Approve a Resolution Accepting the Unit Price Proposal for [Analytical Soil Testing Fees](#) from Testing Service Corporation at the Proposed Unit Prices for Certain Waste for a Period of May 1, 2025 through April 30, 2026
  - J. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the [Professional Design Engineering Services Related to the Design, Preparation of Bidding Documents and Construction Engineering](#) for Installation of Standby Generators at Three Locations within the City of Darien. The Three Locations are City Hall, Plainfield Road Potable Water Pump Station and Police Station, in an Amount not to Exceed \$71,300.00
  - K. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Extend a Contract for the [2025 Landscape Maintenance Services](#) within the 75th Street Right of Ways, Clock Tower and 9 Entrance Way Planting Beds in an Amount not to Exceed \$40,992.00 between the City of Darien and JC Landscaping & Tree Services

- L. Consideration of a Motion [Authorizing a Contingency with JC Landscaping & Tree Services](#) in the Amount of \$22,000 for Replacement of Plant Materials and Plant Enhancements for the 2025 Landscape Maintenance Services, Pending Budget Approval
- M. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Extend a Contract with TruGreen Limited Partnership for [Six \(6\) Various Fertilizer Applications and \(3\) Three Applications for Planting Beds and Weed Control](#), within Rip Rap Areas and Tree Fertilization for 75th Street, in an Amount not to Exceed \$76,756.00 for the 2025 Landscape Fertilization Services
- N. Consideration of a Motion to Approve a Resolution Accepting a [Proposal from Core & Main for Certain General Water Department Utility Tools and Marking Supplies](#) Maintenance of the Water System for a Period of May 1, 2025 through April 30, 2026
- O. Consideration of a Motion to Approve a Resolution Accepting a [Proposal from Underground Pipe & Valve Company for Certain General Water Department Utility Tools and Marking Supplies](#) for the Maintenance of the Water System for a Period of May 1, 2025 through April 30, 2026
- P. Consideration of a Motion to Approve a Resolution Accepting [a Proposal from Water Products Company for Certain General Water Department Utility Tools and Marking Supplies](#) for the Maintenance of the Water System for a Period of May 1, 2025 through April 30, 2026
- Q. Consideration of a Motion to Approve a Resolution Accepting [a Proposal from Core & Main for Certain General Water Department Utility Fixtures for the Maintenance of the Water System](#) for a Period of May 1, 2025 through April 30, 2026
- R. Consideration of a Motion to Approve a Resolution Accepting [a Proposal from Ferguson Waterworks for Certain General Water Department Utility Fixtures for the Maintenance of the Water System](#) for a Period of May 1, 2025 through April 30, 2026
- S. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Extend a Contract with Rag's Electric, Inc., per the Proposed Unit Prices, for the [2025 Street Light Maintenance](#) beginning May 1, 2025 through April 30, 2026
- 17. New Business
  - A Consideration of a Motion to Approve a Contract to Supply Amusements with Windy City Amusements, Inc for [Amusement Services at Darien Fest 2025](#)
- 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

## PUBLIC HEARING

- TEXT AMENDMENT TO TITLE 4 (BUILDING REGULATIONS) FOR BUILDING CODES AND RELATED FIRE AND PROPERTY MAINTENANCE CODES WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE. THE PUBLIC HEARING ADJOURNED AT 7:01 P.M.
- TEXT AMENDMENTS TO TITLE 2 (BOARDS AND COMMISSIONS) AND TITLE 5A (ZONING REGULATIONS) TO REDUCE THE SIZE OF THE PLANNING AND ZONING COMMISSION FROM NINE MEMBERS TO SEVEN MEMBERS AND
- TEXT AMENDMENTS TO TITLE 2, (BOARDS AND COMMISSIONS) TO ELIMINATE THE ECONOMIC DEVELOPMENT COMMITTEE WERE CALLED TO ORDER AT 7:01 P.M. BY MAYOR MARCHESE. THE PUBLIC HEARING ADJOURNED AT 7:03 P.M.

A WORK SESSION WAS CALLED TO ORDER AT 7:03 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE JANUARY 20, 2025 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:28 P.M.

## **Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**JANUARY 20, 2025**

**7:30 P.M.**

### 1. **CALL TO ORDER**

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

### 2. **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                      Gerry Leganski  
Eric K. Gustafson                      Ralph Stompanato  
Joseph A. Kenny                      Mary Coyle Sullivan

Absent: Ted V. Schauer

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

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** – December 16, 2024

It was moved by Alderman Kenny and seconded by Alderwoman Sullivan to approve the minutes of the City Council Meeting of December 16, 2024.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderwoman Sullivan...

...commented on recurring issues with lawns damaged by U.S. Postal Service in Fox Hill Place cul-de-sac.

...received communication regarding noise from patio of Carriage Greens Country Club; management did not realize patio speakers were on.

Alderman Kenny relayed positive comments by Mrs. Kenny regarding improved Salvation Army Family Store & Donation Center on 83<sup>rd</sup> Street & Lemont Road.

Mayor Marchese received email from resident in Ward 7 regarding the parking and after school pickup at Mark DeLay School. He noted receipt of communication from school's assistant principal and need to formulate a response. Council discussion ensued.

8. **MAYORS REPORT**

**A. DARIEN SWAM RECOGNITION**

Mayor Marchese recognized the Darien Swarm Football Program:

Tiny Mites – Cheer Squad – National Qualifier

10U Football Squad – State Champions

12U Football Squad – State Champions

**B. 2025 CITIZEN OF THE YEAR NOMINATION**

Mayor Marchese asked Alderwoman Sullivan, City Council Liaison, to present the recommendation for the 2025 Citizen of the Year (COY). Liaison Sullivan read the Citizen of the Year Committee letter recommending that the 2025 Citizen of the Year be John M. Galan.

It was moved by Alderman Belczak and seconded by Alderman Stompanato to concur with the 2025 Citizen of the Year Committee's nomination and to award the title of 2025 Citizen of the Year to John M. Galan.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

Mayor Marchese stated Mr. Galan was an excellent choice; he thanked the COY Committee for doing a wonderful job.

Liaison Sullivan announced the COY event will also recognize volunteer clubs and organization honorees. She encouraged all to attend the celebratory dinner/dance, which will be held on Friday, February 28, at Alpine Banquets, with cocktails at 6:00 P.M and dinner at 7:00 P.M.; cost is \$52/person and includes 7-course dinner, open bar and music. Reservations are available at City Hall or you can mail a check to the City of Darien; all reservations must be paid (via cash or check) by February 20.

Liaison Sullivan thanked and recognized the COY Committee for all their hard work, time and energy in nomination selection and event planning.

Mayor Marchese...

...announced the City of Darien has been awarded a \$100,000 subgrant by the Morton Arboretum's Chicago Region Tree Initiative (CRTI). He commented on the subgrant and stated the City of Darien is proud to participate in CRTI's goal to improve community tree canopy. He explained the environmental benefits of planting new trees in the community and provided subgrant details. Mayor Marchese thanked Director Gombac and staff for their work in applying for and developing an application that met award requirements. Director Gombac addressed Council question regarding location selection. ...attended the annual "I Have a Dream Community Breakfast" at Drury Lane in Oakbrook to celebrate the work of Dr. Martin Luther King.

9. **CITY CLERK'S REPORT**

There was no report.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT – NO REPORT**

**B. MUNICIPAL SERVICES – NO REPORT**

12. **TREASURER'S REPORT**

**A. WARRANT NUMBER 24-25-17**

It was moved by Alderman Belczak and seconded by Alderman Leganski to approve payment of Warrant Number 24-25-17 in the amount of \$671,572.41 from the enumerated funds, and \$326,236.17 from payroll funds for the period ending 12/26/24 for a total to be approved of \$997,808.58.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

### **B. WARRANT NUMBER 24-25-18**

It was moved by Alderman Stompanato and seconded by Alderman Kenny to approve payment of Warrant Number 24-25-18 in the amount of \$1,008,406.74 from the enumerated funds, and \$384,828.01 from payroll funds for the period ending 01/09/25 for a total to be approved of \$1,393,234.75.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

### **C. MONTHLY REPORT – DECEMBER 2024**

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of December 2024.

<u>General Fund:</u>	Revenue \$14,128,441; Expenditures \$12,054,751; Current Balance \$7,053,914
<u>Water &amp; Water Depreciation Funds:</u>	Revenue \$5,380,725; Expenditures \$5,571,667 Current Balance \$3,535,022
<u>Motor Fuel Tax Fund:</u>	Revenue \$699,826; Expenditures \$1,868,293; Current Balance \$518,540
<u>Capital Improvement Fund:</u>	Revenue \$564,853; Expenditures \$729,555; Current Balance \$18,856,752

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairwoman Sullivan stated the Committee-of-the-Whole 2025-2026 Budget Workshop Meetings are scheduled for February 19 & February 26, at 6:00 P.M., March 3 after the City Council Meeting and, if needed, Wednesday, March 5 at 6:00 P.M. Mayor Marchese noted Budget Workshop Meetings are open to the public. Chairwoman Sullivan added meetings are also televised. She stated budgets will be delivered to Council and available on City website by February 11.

**Municipal Services Committee** – Chairman Belczak announced the Municipal Services Committee meeting has been rescheduled for January 27, 2025 at 5:30 P.M.

**Police Committee** – Chairman Kenny stated the minutes of the November 18, 2024 meeting were approved and submitted to the Clerk's Office. Chairman Kenny announced the Police Committee meeting is scheduled for Tuesday, February 18, 2025 at 6:00 P.M. in the Police Department Training Room.

Mayor Marchese announced the Darien Community Action Committee will be meeting on Saturday, February 1, 2025 at 10:00 A.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**

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

**A. CONSIDERATION OF A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE WEST SUBURBAN SYMPHONY**

**B. CONSIDERATION OF A MOTION TO APPROVE A REVISION TO THE CITY'S PERSONNEL POLICY, SECTION 22 EDUCATION AND TRAINING LEAVE AND REIMBURSEMENT**

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

**A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE DARIEN CITY CODE RELATING TO THE ROLE OF THE CITY'S PLAN COMMISSION**

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

**ORDINANCE NO. O-01-25**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF THE DARIEN CITY CODE RELATING TO THE ROLE OF THE CITY'S PLAN COMMISSION**

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**B. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE REPEALING TITLE 2, CHAPTER 4 OF THE DARIEN CITY CODE, ECONOMIC DEVELOPMENT COMMITTEE**

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

**ORDINANCE NO. O-02-25**

**AN ORDINANCE REPEALING TITLE 2,  
CHAPTER 4 OF THE DARIEN CITY CODE,  
ECONOMIC DEVELOPMENT COMMITTEE**

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

**C. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENTS  
OF JONATHAN CHRIST, CHRISTOPHER GREEN, SHARI GILLESPIE,  
CHRISTOPHER JACKSON, JONATHAN JOHNSON AND MARK A.  
KAZICH, LOUIS N. MALLERS TO THE PLANNING, ZONING AND  
ECONOMIC DEVELOPMENT COMMISSION**

It was moved by Alderman Leganski and seconded by Alderman Belczak to approve the appointments of Jonathan Christ, Christopher Green, Shari Gillespie, Christopher Jackson, Jonathan Johnson, Mark A. Kazich, and Louis N. Mallers to the Planning, Zoning and Economic Development Commission.

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

Nays: None

Absent: Schauer

Results: Ayes 6, Nays 0, Absent 1

**MOTION DULY CARRIED**

Clerk Ragona administered the Oath of Office to Jonathan Christ, Christopher Green, Christopher Jackson, Jonathan Johnson, Mark A. Kazich, and Louis N. Mallers.

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

Patricia Graczyk, Ward 7, publically thanked the City of Darien & recognized Alderman Belczak, Director Gombac & Mary Belmonte for their assistance and helpfulness in getting power outage restored.

Alderman Kenny recognized Ms. Graczyk for her gratitude.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:15 P.M.

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Mayor

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City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 01-20-25.  
Minutes of 01-20-25 CCM.



# CITY OF DARIEN

## M E M O

**TO:** City Council

**FROM:** Mayor Joseph A. Marchese

**DATE:** January 30, 2025

**SUBJECT: CHAIRMAN APPOINTMENT TO THE PLANNING, ZONING  
AND ECONOMIC DEVELOPMENT COMMISSION**

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This is written to request your advice and consent to the appointment of **Louis N. Mellers, as Chairman to the Planning, Zoning and Economic Development Commission**. He has agreed to serve the City and has expressed an interest in this Commission.

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

mg

## CITY OF DARIEN

EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
February 3, 2025

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

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

General Fund					<b>\$189,535.53</b>
Water Fund					<b>\$3,830.74</b>
Motor Fuel Tax Fund					
Stormwater Management Fund					
Water Depreciation Fund					
Special Service Area Tax Fund					
Impact Fee Expenditures					
Capital Improvement Fund					
Cannabis Fund					
DUI Technology Fund					
Federal Equitable Sharing Fund					<b>\$5,218.40</b>
<i>Subtotal:</i>				<u></u>	<u><b>\$198,584.67</b></u>
General Fund Payroll	01/23/25	\$	302,448.24		
Water Fund Payroll	01/23/25	\$	35,751.66		
<i>Subtotal:</i>				<u>\$</u>	<u><b>338,199.90</b></u>

*Total to be Approved by City Council:* **\$536,784.57**

*Approvals:*

\_\_\_\_\_  
Joseph A. Marchese, Mayor

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

\_\_\_\_\_  
Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 1/21/2025 Through 2/3/2025**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	COMPUTER SET-UP / PADALIK	AP020325	4325	Consulting/Professional	315.00
COMCAST BUSINESS	CABLE TV FOR CITY HALL	AP020325	4267	Telephone	49.75
COMCAST BUSINESS	CABLE TV FOR CITY HALL- CREDIT	AP020325	4267	Telephone	(28.25)
COMCAST BUSINESS	CABLE TV FOR CITY HALL- FRANCHISE FEE	AP020325	4267	Telephone	0.63
NICOR GAS	82541110001 1702 PLAINFIELD RD	AP020325	4271	Utilities (Elec,Gas,Wtr,Sewer)	321.32
ODELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL SERVICES- NOV 2024	AP020325	4219	Liability Insurance	825.00
ODP BUSINESS SOLUTIONS	TONER AND SUPPLIES / CH	AP020325	4253	Supplies - Office	161.13
ODP BUSINESS SOLUTIONS	TIERED DISCOUNT	AP020325	4253	Supplies - Office	(1.76)
ODP BUSINESS SOLUTIONS	TONER FOR RK	AP020325	4253	Supplies - Office	153.33
RUNCO OFFICE SUPPLY	NAME PLATE: MARK KAZICH	AP020325	4253	Supplies - Office	19.50
STAPLES BUSINESS ADVANTAGE	SUPPLIES FOR CITY HALL	AP020325	4253	Supplies - Office	139.90
STAPLES BUSINESS ADVANTAGE	SEALING SOLUTION FOR POSTAGE MACHINE	AP020325	4253	Supplies - Office	15.29
				Total Administration	1,970.84

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 1/21/2025 Through 2/3/2025**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	ENGINEERING: 8226 CASS AVE	AP020325	4328	Conslt/Prof Reimbursable	929.34
CHRISTOPHER B. BURKE ENG, LTD	PRELIMINARY PLANS - DISCUSSIONS W/STAFF	AP020325	4328	Conslt/Prof Reimbursable	630.00
CHRONICLE MEDIA LLC	PUBLIC HEARING NOTICE: 1005 75TH STREET- SPECIAL USE PERMIT	AP020325	4221	Legal Notices	94.50
CODE ENFORCEMENT REPRESENTATIV	CODE ENFORCEMENT SERVICES - NOV 2024	AP020325	4325	Consulting/Professional	458.00
CODE ENFORCEMENT REPRESENTATIV	CODE ENFORCEMENT SERVICES - DEC 2024	AP020325	4325	Consulting/Professional	400.00
ODELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL SERVICES- NOV 2024	AP020325	4219	Liability Insurance	1,760.00
				Total Community Development	4,271.84

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 1/21/2025 Through 2/3/2025**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	MIXED LOAD 12-12-24	AP020325	4257	Supplies - Other	654.75
A&W TRAILER LLC	ADAPTER FOR PW	AP020325	4225	Maintenance - Equipment	104.97
ALARM DETECTION SYSTEMS INC	ALARM DETECTION - 1041 S FRONTAGE RD, DARIEN	AP020325	4223	Maintenance - Building	223.74
ALTORFER INDUSTRIES INC	REPAIR #204	AP020325	4229	Maintenance - Vehicles	3,374.08
CREATIVE POWDER COATING INC	RAIN CAP & ANCHORS	AP020325	4257	Supplies - Other	435.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR PW	AP020325	4271	Utilities (Elec,Gas,Wtr,Sewer)	30.65
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR CH	AP020325	4271	Utilities (Elec,Gas,Wtr,Sewer)	61.30
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR PD	AP020325	4271	Utilities (Elec,Gas,Wtr,Sewer)	141.85
GENUINE PARTS COMPANY INC	BATTERY FOR #308	AP020325	4229	Maintenance - Vehicles	124.99
IMPACT NETWORKING, LLC	COPIER OVERAGE /PW (12-18-24 thru 1-17-25)	AP020325	4225	Maintenance - Equipment	52.72
JX TRUCK CENTER- BOLINGBROOK	SWITCH-BATTERY DISCONNECT	AP020325	4229	Maintenance - Vehicles	146.28
K-TECH SPECIALTY COATINGS LLC	BEET HEET /LIQUID DE-ICER	AP020325	4257	Supplies - Other	15,714.92
L & G WELDING SERVICES INC	BOX REPAIR FOR #108	AP020325	4229	Maintenance - Vehicles	556.00
McMASTER-CARR	PARTS FOR BEET HEET TANKS	AP020325	4225	Maintenance - Equipment	626.30
McMASTER-CARR	MAILBOX CAP	AP020325	4257	Supplies - Other	41.07
MID-TOWN PETROLEUM ACQUISITION	SUPPLIES FOR VEHICLE MAINTENANCE	AP020325	4229	Maintenance - Vehicles	1,094.46
MID-TOWN PETROLEUM ACQUISITION	SUPPLIES FOR VEHICLE MAINTENANCE	AP020325	4229	Maintenance - Vehicles	3,066.49
MID-TOWN PETROLEUM ACQUISITION	SUPPLIES FOR VEHCILE MAINTENANCE	AP020325	4229	Maintenance - Vehicles	515.45
PIRTEK	PARTS FOR #108	AP020325	4229	Maintenance - Vehicles	596.70
PIRTEK	PLOW CYLINDER	AP020325	4229	Maintenance - Vehicles	300.00
PRO CHEM INC	SAFETY & MAINT SUPPLIES	AP020325	4225	Maintenance - Equipment	659.97
STATE CHEMICAL SOLUTIONS	MAINTENANCE SUPPLIES	AP020325	4223	Maintenance - Building	152.39
TOWER WORKS	INSPECTIONS- 1041 S FRONTAGE RD	AP020325	4223	Maintenance - Building	1,440.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 1/21/2025 Through 2/3/2025**

<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 POLICE DEPT	AP020325	4223	Maintenance - Building	137.33
VESTIS	MAT RENTAL SERVICE 1-23-25 (1041 S FRONTAGE RD)	AP020325	4223	Maintenance - Building	30.86
VESTIS	MAT RENTAL SERVICE 1-23-25 (1702 PLAINFIELD RD)	AP020325	4223	Maintenance - Building	27.48
VESTIS	MAT RENTAL SERVICE 1-23-25 (1710 PLAINFIELD RD)	AP020325-2	4223	Maintenance - Building	37.18
VL MOLINA TRUCKING INC	HAULING 12-12-24	AP020325	4257	Supplies - Other	3,720.00
WORK N GEAR	BOOTS- JEFF CORNEILS	AP020325	4219	Liability Insurance	170.84
				Total Public Works, Streets	34,237.77

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 1/21/2025 Through 2/3/2025**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	OIL AND MIRROR MOUNT	AP020325	4229	Maintenance - Vehicles	200.24
ADVANCE AUTO PARTS	CALIPERS RETURNED (Inv 1001772)	AP020325	4229	Maintenance - Vehicles	(140.00)
ADVANCE AUTO PARTS	ADJUSTMENT	AP020325	4229	Maintenance - Vehicles	(0.28)
DU-COMM	QUARTERLY SHARES- (2-1-25 thru 4-30-25)	AP020325	4325	Consulting/Professional	119,561.00
DU-COMM	FACILITY LEASE- (2-1-25 thru 4-30-25)	AP020325	4325	Consulting/Professional	4,751.75
EMERGENCY VEHICLE TECHNOLOGIES	P54 UPFITTING	AP020325	4815	Equipment	20,812.37
IL ASSOC OF TECHNICAL ACCIDENT	STUTTE: MEMBERSHIP / IL ASSOC OF TECHNICAL ACCIDENT INVESTI	AP020325	4213	Dues and Subscriptions	45.00
IL ASSOC PROPERTY/EVIDENCE MGR	HELLMANN- IL ASSOC OF PROPERTY & EVIDENCE MEMBERSHIP- 2025	AP020325	4213	Dues and Subscriptions	50.00
KING CAR WASH	CAR WASHES- DEC 2024	AP020325	4229	Maintenance - Vehicles	240.00
NORTH EAST MULTIREGIONAL TRNG	GIZA: TRAINING / RED-DOT PISTOL OPTIC ARMORER	AP020325	4263	Training and Education	350.00
NORTH EAST MULTIREGIONAL TRNG	SERVIN- TRAINING /DRUG & INTEL GATHERING TRAFFIC STOPS	AP020325	4263	Training and Education	150.00
NORTH EAST MULTIREGIONAL TRNG	RESERVATION CANCELLATION FEE	AP020325	4263	Training and Education	360.00
NORTHERN MICHIGAN K-9 INC.	K-9 UNIT / DUAL PURPOSE NARCOTIC-RECERTIFI...	AP020325	4263	Training and Education	300.00
NORTHWESTERN UNIVERSITY	STUTTE: TRAINING / CRASH DATA RETRIEVAL SYSTEM OPERATORS	AP020325	4263	Training and Education	300.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 1/21/2025 Through 2/3/2025**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ODELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL SERVICES- NOV 2024	AP020325	4219	Liability Insurance	1,100.00
TINTZ PLUS INC.	WINDOW FROST FOR DETECTIVES OFFICES	AP020325	4815	Equipment	975.00
				Total Police Department	149,055.08
				Total General Fund	189,535.53



**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 1/21/2025 Through 2/3/2025**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	MIXED LOAD 12-12-24	AP020325	4231	Maintenance - Water System	654.75
ALARM DETECTION SYSTEMS INC	ALARM DETECTION - 1041 S FRONTAGE RD, DARIEN	AP020325	4223	Maintenance - Building	223.74
CORE & MAIN	REPAIR SLEEVES	AP020325	4231	Maintenance - Water System	752.00
DORNER PRODUCTS	CHECK VALVE	AP020325	4231	Maintenance - Water System	324.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR PW	AP020325	4271	Utilities (Elec,Gas,Wtr,Sewer)	30.65
FIRST ADVANTAGE OCCUPATIONAL	DRUG SCREEN	AP020325	4219	Liability Insurance	37.79
JSN CONTRACTORS SUPPLY	SUBMERSIBLE PUMP	AP020325	4223	Maintenance - Building	615.00
ODP BUSINESS SOLUTIONS	DAY PLANNER FOR DAVE F	AP020325	4253	Supplies - Office	22.39
PM PRINTING INC.	WATER DEPT DOOR HANGERS	AP020325	4235	Printing and Forms	381.22
UNDERGROUND PIPE & VALVE CO.	BRASS FITTINGS	AP020325	4231	Maintenance - Water System	789.20
				Total Public Works, Water	3,830.74
				Total Water Fund	3,830.74

**CITY OF DARIEN**  
**Expenditure Journal**  
**FESA - Justice - 1**  
**Drug Forfeiture Expenditures**  
**From 1/21/2025 Through 2/3/2025**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVEXURE LLC	DRONE ACCESSORIES- SPOTLIGHT, LOUDSPEAKER AND BATTERIES	AP020325	4225	Maintenance - Equipment	3,200.00
TRAFFIC SAFETY WAREHOUSE	12 COLLAPSIBLE TRAFFIC SAFETY CONES	AP020325	4225	Maintenance - Equipment	2,018.40
Total Drug Forfeiture Expenditures					5,218.40
Total FESA - Justice - 1					5,218.40
Report Total					198,584.67

**AGENDA MEMO**  
**City Council**  
**Meeting Date: February 3, 2025**

**Issue Statement**

Consideration of a motion to grant a waiver of the raffle license bond requirement for Rotary Club of Darien

**BACKUP**

**Background/History**

The Rotary Club of Darien has applied for a raffle license for a raffle to be held on April 29, 2025. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations and has waived this requirement for the Rotary Club of Darien in the past.

**Staff/Committee Recommendation**

It is recommended that the raffle license bond requirement for the Rotary Club of Darien raffle be waived.

**Alternate Consideration**

Not approve waiver.

**Decision Mode**

This item will be placed on the February 3, 2025 City Council Agenda for formal consideration.

**From:** [cgerrib@comcast.net](mailto:cgerrib@comcast.net)  
**To:** [Maria Gonzalez](#)  
**Cc:** [JoAnne E. Ragona](#)  
**Subject:** Darien Rotary Club - Raffle - Waiver of bond  
**Date:** Thursday, January 23, 2025 2:02:44 PM

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Maria:

Please consider this email a formal request to waive the bond for our raffle scheduled for April 29, 2025. The club is a non-profit organization and the raffle is a part of our fundraiser. Please let me know if you need additional information.

Thanks,

Chris Gerrib  
Secretary and Past President  
Rotary Club of Darien II Inc  
[www.darienrotaryclub.org](http://www.darienrotaryclub.org)

## APPLICATION FOR RAFFLE LICENSE

☒ Class A License  
☐ Class B License

NAME OF ORGANIZATION: Rotary Club of Darien Il

ADDRESS: 1702 Plainfield Road, Darien Il 60561

TELEPHONE NUMBER: 630-253-2497 FAX NUMBER: \_\_\_\_\_

TYPE OF ORGANIZATION: Charitable  
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
Darien and DuPage County

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:  
April 29, 2025

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:  
April 29, 2025 6:00 PM

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:  
Alpine Banquets, 8230 Cass Ave, Darien IL 60561

I, Jerry Nwonye, being the first duly sworn, state on oath  
that the foregoing organization is a not-for-profit organization.

Jerry Nwonye  
Presiding Officer

ATTEST:

Chris Gerlach  
Secretary

\*\*\*\*\*

APPROVED BY: \_\_\_\_\_  
Mayor

DATE: \_\_\_\_\_

MAILED ON: \_\_\_\_\_  
Date

BY: \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

Approval of an ordinance amending various sections of Title 9, Chapter 2 “POLICE DEPARTMENT” of the City of Darien City Code

**ORDINANCE**

**BACKGROUND HISTORY**

Staff received a request from Superintendent Mark Cross of Cass School District 63 to place new traffic signs on Willowcreek Lane near Cass Junior High School. The change is needed to restrict traffic flow during student arrival and dismissal times to make a safer egress and ingress environment for the students and staff. Currently school staff uses traffic cones during these times to restrict traffic flow, however there have been recent incidents of motorists ignoring the traffic cones. A more formal change to the City ordinance would likely aid the school staff in enforcing traffic flow and improving student safety.

**STAFF / COMMITTEE RECOMMENDATION**

Committee recommends approval of the amended sections of Title 9, Chapter 2 “Police Department” of the City of Darien City Code ordinance.

**ALTERNATIVE CONSIDERATION**

As directed.

**DECISION MODE**

This item will be on the February 3, 2025 City Council agenda for formal approval.

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 9,  
CHAPTER 2 “POLICE DEPARTMENT” OF THE  
CITY OF DARIEN CITY CODE**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL**

**OF THE  
CITY OF DARIEN**

**THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2025**

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**Published in pamphlet form by  
authority of the Mayor and City  
Council of the City of Darien,  
DuPage County, Illinois, this  
\_\_\_\_\_ day of February, 2025.**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 9, CHAPTER 2,  
“TRAFFIC REGULATIONS” OF THE CITY OF DARIEN CITY CODE**

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

**SECTION 1:** Section 9-2-6 of Title 9, Chapter 2 of Title 9, Chapter 2, " Traffic Regulations", as amended, is hereby further amended, to read as follows:

**9-2-6: NO RIGHT TURN SIGNS:**

No right turn signs shall be placed at the following locations:

**The west side of Bailey Road north of Willowcreek Lane facing southbound traffic, on school days between the hours of eight o'clock (8:00) A.M. – nine o'clock (9:00) A.M. and three o'clock (3:00) P.M and four o'clock (4:00) P.M.**

**SECTION 2:** Section 9-2-8 of Title 9, Chapter 2 of Title 9, Chapter 2, " Traffic Regulations", as amended, is hereby further amended, to read as follows:

**9-2-8: NO LEFT TURN SIGNS:**

**The east side of Bailey Road south of Willowcreek Lane facing northbound traffic, on school days between the hours of eight o'clock (8:00) A.M. – nine o'clock (9:00) A.M. and three o'clock (3:00) P.M and four o'clock (4:00) P.M.**

**SECTION 3:** Section 9-2-3 of Title 9, Chapter 2 of Title 9, Chapter 2, " Traffic Regulations", as amended, is hereby further amended, to read as follows:

**9-2-3: NO THROUGH TRAFFIC SIGNS:**

**The north side of Willowcreek Lane west of Bailey Road facing westbound traffic, on school days between the hours of eight o'clock (8:00) A.M. – nine o'clock (9:00) A.M. and three o'clock (3:00) P.M and four o'clock (4:00) P.M.**



ORDINANCE NO. \_\_\_\_\_

**SECTION 4:** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 5: Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2025.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February, 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**AGENDA MEMO**  
**CITY COUNCIL**  
**FEBRUARY 3, 2025**

**CASE**

PZC2024-12

Variation (Side Yard Setback)

City of Darien / Corey and Ashley Devlin – 814 Timber Lane

**ORDINANCE**

**ISSUE STATEMENT**

The City of Darien, petitioning on behalf of Corey and Ashley Devlin, seeks approval of a variation request from Section 5A-7-2-6 (A) of the City Zoning Code to allow for a raised deck 288 square-feet in size on the west side of their home to remain in its current location, which was approved by the City inadvertently. Property is located within the R-2 Single Family Residence Zoning District.

**GENERAL INFORMATION**

Petitioner/Owner:	The City of Darien, on behalf of Corey and Ashley Devlin
Property Location:	814 Timber Lane
PIN Number:	09-27-107-022
Existing Zoning:	Single Family Residence District (R-2)
Existing Land Use:	Single Family
Comprehensive Plan:	Low Density Residential
Surrounding Zoning & Uses	
North:	Single Family Residence District (R-2); Single Family
East:	Single Family Residence District (R-2); Single Family
South:	Single Family Residence District (R-2); Single Family
West:	Single Family Residence District (R-2); Single Family
Size of Property:	0.23 Acres
Floodplain:	N/A
Natural Features:	Generally flat topography
Transportation:	The petition site gains access from a residential driveway off of Timber Lane.

**PETITIONER DOCUMENTS (ATTACHED TO MEMO)**

- 1) [APPLICATION](#)
- 2) [PREVIOUS PLAT OF SURVEY](#)
- 3) [DECK PLANS](#)
- 4) [“WINDSHIELD SURVEY” OF SIMILAR DECKS IN VICINITY](#)
- 5) [DECK SCREENING OPTIONS](#)

**CITY STAFF DOCUMENTS (ATTACHED TO MEMO)**

- 6) [VARIATION JUSTIFICATION LETTER](#)
- 7) [LOCATION MAP & AERIAL IMAGE](#)
- 8) [SITE PHOTOS](#)

**BACKGROUND/OVERVIEW**

The subject property was platted in 1966 and is part of the Hinsbrook Unit 3 Subdivision. When the City of Darien was incorporated in 1969, the property was annexed into the City and zoned R-2. The parcel is improved with a split-level single-family residence and unenclosed concrete patio in the rear yard.

Because the house was constructed under the zoning district of another jurisdiction prior to annexation by the City of Darien, the property is legal nonconforming with regard to side yard setbacks. Section 5A-7-2-6 (A) of the Darien Zoning Code requires a minimum 10-foot side yard, and the property maintains an existing side yard of 8.8 feet from the west property line. A small landing with stairs approximately 4 feet wide and 40 square-feet in size was previously allowed to be constructed within the side yard setback, which had reduced the existing setback to around 6 feet.

In July 2024, the southwest corner of the house was struck by a vehicle and has since been under restoration. As part of the restoration, the petitioner submitted plans for an enlargement to the deck (288 square-feet in size) on the west side of the house (see Analysis below), which were subsequently approved inadvertently. The deck has been constructed and received all inspections. Following neighbor complaints regarding the location and height of the deck providing exposed views onto their yard, the City discovered the error.

## **ANALYSIS**

### **A) Existing Deck Plan and Deck Location Details**

As shown the attached plans, the newly constructed 288 square-foot deck extends 8-feet from the side of the house, and is 36 feet long. Based on the width of the deck, it is now located a distance of 2.4 feet from the western property line. The floor of the deck is 4.5 feet above grade, with a 3-foot tall safety railing.

### **B) Variation and Deck Alterations**

As Section 5A-7-2-6 (A) of the City Zoning Code requires a 10-foot side yard for properties within the R-2 Zoning District, which the subject property is located within, if the deck is to remain in its current location a variation is required. Following an onsite meeting held by the City with the petitioners and neighboring property owners, the petitioners have agreed that if required to by the Planning and Zoning Commission, they will construct a 6-foot tall fence along the western perimeter of the deck to mitigate exposed views (see attached plans for drawing and renderings of the proposed deck alterations). The petitioners are also willing and able to accommodate alternative screening methods or fence designs that account for some of the trees and other foliage that already block direct views and are less imposing than a solid fence. Staff have provided justification/findings of fact for the variation. Those findings are attached to this memo under the submitted Justification Narrative.

For reference, the criteria the Planning and Zoning Commission and City Council votes on for City Variation requests are included below.

### **Variation Criteria:**

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

- a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.*
- b) The plight of the owner is due to unique circumstances.*
- c) The variation if granted will not alter the essential character of the locality.*
- d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.*
- e) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.*
- f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.*
- g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- h) Create Community Problem: The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.*
- i) Net Benefit: The positive impacts to the community outweigh the negative impacts.*
- j) Sacrifice Basic Protections: The variation, if granted, will comply with the purposes and intent of this title set forth in subsection 5A-1-2(A) of this title and summarized as follows: to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.*

#### **PZC MEETING 01/08/2025**

The Planning and Zoning Commission reviewed this petition at its January 8, 2025 meeting. The petitioner was present and answered questions after staff's report. Members of the public were in attendance. Staff and the petitioner answered various questions from the Commission regarding the nature and location of the deck, and the characteristics of similar decks in the neighborhood.

**Based on testimony and discussion at the meeting, the Planning and Zoning Commission made a motion to forward the case with a favorable recommendation to the Municipal Services Committee and City Council. The motion passed with a unanimous 6-0 vote.**

#### **UPDATES FOR MUNICIPAL SERVICES MEETING**

While the neighbors that first filed a complaint were not present at the meeting, a description of the Planning and Zoning Commission's recommendation was provided to them via email the

following day. The neighbor responded and stated that their concerns regarding privacy had not been addressed. Staff conducted further research of the 812 homes within the Hinsbrook Subdivision and found that 176 (21%) of the homes have a deck in the sideyard, and only two instances exist where the same models of home have a side yard deck. Further, there were no other instances where a deck overlooked the primary rear yard entry/patio of a neighbor.

A meeting was held between City representatives and the petitioners to discuss existing conditions at the property line and potential privacy solutions to address the neighbor's concerns. As a result of the meeting, the petitioners agreed to provide a minimum 5.5-6 foot tall privacy screen along a 12- to 13-foot portion of the deck where there is no landscaping or trees tall enough to screen direct views are present. The length of the area where no landscaping/trees are present was later confirmed by staff in a separate site visit. As a result of the meeting, a condition of approval has been included in the Ordinance requiring the construction of a minimum 5.5-6 foot high privacy screen for the 12- to 13-foot portion to the rear of the deck where no landscaping/trees are present.

**MSC MEETING – 01/27/2025**

The Municipal Services Committee reviewed this item at its January 27, 2025 meeting. Staff provided a brief summary of the changes, and answered questions from the Committee. The petitioner also was present and answered questions. Members of the public were present and there were no public comments.

**Based on testimony and discussion at the meeting, the Municipal Services Committee forwarded the case with a favorable recommendation to the City Council by a unanimous vote.**

**ALTERNATE CONSIDERATION**

As recommended/directed by the City Council.

**DECISION MODE**

The City Council will consider this item at its meeting on February 3, 2025.



## **ZONING VARIATIONS**

### **INFORMATION and APPLICATION**

REV 12/21

#### **Assistance**

All zoning standards and procedures are described in detail in the City Code, Title 5A, which is presented in full on the City website [www.darienil.us](http://www.darienil.us). This website also has links to this packet and related information. The City Staff is dedicated to help all those involved. Our goal is to make your experience understandable, informative, meaningful, protective of your rights, responsive to your needs, and not unnecessarily long or costly. Contact the City Planner for guidance.

#### **Available Relief**

The zoning standards are uniform throughout the City and for each zoning district. However, there may be some unique properties that would be very difficult to develop if strictly conforming to these zoning standards. So, zoning relief may be available. Property owners have the opportunity to apply for variations that would substitute a lesser zoning standard to be used for a particular development but only for properties that have a unique hardship situation. For example, locating a proposed house 35 feet setback from the rear lot line of a property in the R-1 District would not normally be allowed where the uniform zoning standard is 40 feet, however a variation might be justified if the particular lot is extra shallow.

#### **Fair Process**

The City has a process to review each zoning variation application on its merits. It starts with the property owner or buyer or builder or their representative submitting an application with all the relevant information needed. The City staff (and consultants if needed) review the application, assist the applicant on technical issues, and schedule a public hearing for the Planning and Zoning Commission. The PZC are nine volunteer residents appointed by the Mayor and City Council to evaluate all variation applications. The PZC approves or denies 'simple' variations, which are front yard or corner side yard reductions of 10% or less or side yard reductions to not less than 7.5 feet for single family houses. For all other types of variations, the PZC recommends to the Municipal Services Committee. The MSC are three aldermen who review the findings of the PZC and make their own recommendation to the full City Council. The City Council then has the final vote to approve or deny. The process usually takes about 2-3 months, but in some cases it may take longer if hearings are continued to get more information.

#### **Transparency**

A key step in the process is the public hearing held by the PZC. The application and City staff report are posted on the City website for all to see before the hearing. City staff mails notice of the hearing to neighbors and publishes it in a local newspaper and posts it in City Hall. The applicant places a sign on the property that gives notice of the hearing. Everyone is invited to attend, listen to the applicant's presentation, join in the discussion, and give their comments. Decision criteria in the Code are used to focus all input to determine the unbiased, objective reasons for or against the variation requested.

**CITY OF DARIEN**  
**ZONING VARIATIONS**  
**SUBMITTAL CHECKLIST**

- \_\_\_ 1. APPLICATION. *See attached one-page form.*
- \_\_\_ 2. OWNER AUTHORIZATION LETTER. If the applicant is not the owner, include letter from owner describing the relation to applicant and authorizing the applicant to act on behalf of the owner.
- \_\_\_ 3. PROOF OF OWNERSHIP. If the owner name and address on the Application form is different than on the County Tax Assessor's records, then include proof of ownership such as a deed or title search and list of trust beneficiaries, partners, or corporation owners and officers.
- \_\_\_ 4. APPLICATION FEE. Cash or check payable to the City of Darien. This is non-refundable and is used to pay for administrative expenses. *See attached Fee Schedule.*
- \_\_\_ 5. REIMBURSEMENT AGREEMENT. Some case reviews may need extra engineering, legal, or other consultants review, publication, recording, or other costs. By signing this form, the applicant agrees to reimburse the City if there are such costs. *See attached form.*
- \_\_\_ 6. NEIGHBOR LIST. Provide a stamped envelope with name and address of the owner of each of the neighboring properties within 250 feet of the applicant's property. City staff will put notices of the public hearing in each envelope and then mail them. These names and addresses can be obtained from the Downers Grove Township Assessor's Office 630-719-6630.
- \_\_\_ 7. PUBLIC NOTICE SIGN(S). The applicant must provide and post one or two signs on the property giving notice when the public hearing is scheduled. *See attached Public Hearing Signs and Hearing Schedule.*
- \_\_\_ 8. PLAT OF SURVEY. It should show property boundaries, easements, buildings, other structures, legal description, and any other existing conditions relevant to the variation requested.
- \_\_\_ 9. PLANS. Usually this includes a site plan, drawn to scale on the plat of survey, showing proposed improvements with appropriate dimensions. One copy is sufficient if 11"x17" or smaller. Ten copies if larger than 11"x17" or in color. Additional plans may be appropriate to show all relevant information depending on the nature of the variation being requested, such as;
- \_\_\_ elevation drawings
  - \_\_\_ photos simulations
  - \_\_\_ traffic studies
  - \_\_\_ landscaping plans
  - \_\_\_ other (*contact the City Planner for guidance*)
- \_\_\_ 10. JUSTIFICATION NARRATIVE. The applicant is responsible for providing written evidence (facts) that supports a conclusion (finding) that the variation is necessary and would not cause problems. *See attached form.*





# ZONING APPLICATION

## CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561

[www.darienil.us](http://www.darienil.us) 630-852-5000

### CONTACT INFORMATION

Ashley & Corey Devlin

Applicant's Name

814 Timber Lane Darien, IL 60561

Address, City, State, Zip Code

(630) 379-7373 Ashley

Telephone

aehill612@gmail.com

Email

Ashley & Corey Devlin

Owner's Name

Address, City, State, Zip Code

(708) 955-8038 Corey

Telephone

cdevlin0405@gmail.com

Email

### PROPERTY INFORMATION

Property address

PIN Number(s)

Zoning District

Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

### REQUEST

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

The village of Darien is facilitating this zoning application due to the village being in agreement

that we construct a privacy fence on our deck at a height of 5.5 to 6 feet high atop of the deck

with the limits of the privacy fence from the neighbors garage to the deck stairs.

*Ashley & Corey Devlin*

Applicant Signature

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that \_\_\_\_\_ is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this \_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public

For office use only	
Date Received:	.
Case Number:	.
Fee Paid:	.
Hearing Date:	.

**CITY OF DARIEN**  
1702 Plainfield Road, Darien, Illinois 60561  
**DEVELOPMENT APPLICATIONS**

**REIMBURSEMENT AGREEMENT**

The undersigned applicant for development approval acknowledges that the City of Darien may seek advice and council from professional sources outside the employee staff of the City of Darien. The purpose of such consultation would be for traffic impact analysis, engineering, stormwater, legal, or other such reviews related to variation, special use, rezoning, subdivision, site plan, permits, or other proposals submitted to the City of Darien by the applicant. The City of Darien may also incur expenses as part of the development review and approval process, such as copying, mailing, publication, recording, inspecting, or other such activities.

As an express condition in submitting said application and the consideration thereof by the City of Darien, the applicant both personally and on behalf of the property owner(s), agrees to reimburse the City of Darien forthwith for all costs and expenses that may be incurred by the City of Darien for such consultation and activities.

The applicant hereby accepts and acknowledges that if at any time the application fails to pay for such consultation and activity costs in accordance with the direction of the City of Darien, the no further action will be taken by the City of Darien in relation to the application until such time as said payment is paid in full.

Ashley & Corey Devlin

---

Applicant's Name (print)

*Ashley & Corey Devlin*

---

Applicant's Name (signature)

814 Timber Lane Darien, IL 60561

---

Applicant's Address

11-25-24

---

Date

# CITY OF DARIEN

## Fee Schedule Ordinance O-38-92

	Residential		Commercial	
	< 5 acres	> 5 acres	< 5 acres	> 5 acres
Rezoning	385.00	435.00	485.00	510.00
Special Use	510.00	535.00	585.00	610.00
Special Use Amendment	460.00	460.00	510.00	560.00
Special Use PUD	600.00	650.00	700.00	750.00
Major PUD Amendment	485.00	510.00	560.00	610.00
Minor PUD Amendment	385.00	410.00	435.00	460.00

	Residential			Commercial
	< 5 lots	> 5 lots	> 10 lots	
Preliminary Plat	205.00	230.00 + 15.00 per lot	305.00 + 15.00 per lot	305.00 + 30.00 per lot
Final Plat	180.00	205.00 + 10.00 per lot	255.00 + 10.00 per lot	255.00 + 20.00 per lot

	Residential		Commercial
	Single lot	Multi lot	
Major Variation	360.00	460.00	485.00
Simple Variation	75.00		

	One lot	> 1 lot
Annexation Petition	30.00	50.00
Annexation Agreements	200.00	
Annexation Agreement Amendment	200.00	
Text Amendment	400.00	
Appeal of Administrative Decisions/Interpretation	250.00	

### For new development/redevelopment (excluding petitions involving a single-family residence):

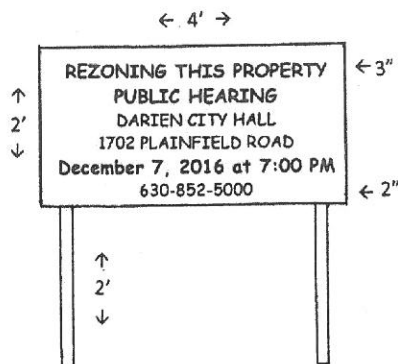
\$2,000.00 deposit required when the petition is submitted, to be returned once all invoices from professional services are paid (engineering, legal and traffic reviews, etc.)

The bill incurred for publishing the public hearing notice in the newspaper will be billed to the petitioner (excluding petitions involving a single-family residence.)

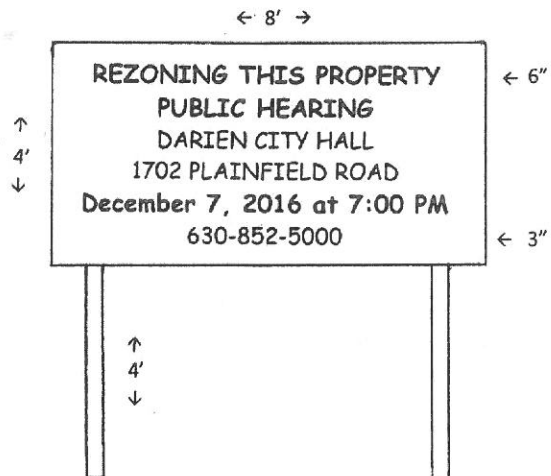
**CITY OF DARIEN**  
**ZONING APPLICATIONS**  
**PUBLIC NOTICE SIGNS**

Applicants requesting zoning approval of a map amendment, special use, variation or annexation are responsible for obtaining, posting, and maintaining signs on the subject property to inform the public about the application and the public hearing. See City Code Section 5A-2-3 (B). Contact the City Planner for guidance.

1. Post sign(s) for 15 – 30 days before hearing and remove within 3 days after City Council vote.
2. Place one sign in front yard where most visible to drivers, but not in parkway.
3. Place a second sign for large or usual lots.
4. Signs should be made of durable materials to withstand weather.
5. Signs are to be self-supporting – not attached to buildings, fences, trees.
6. Signs should be legible from street – light background, dark letters – no hand lettering.
7. Minimum sizes 8 – 32 square feet – see samples below.



For lots less than 1 acre



For lots 1 acre or larger

# CITY OF DARIEN PLANNING AND ZONING COMMISSION

## 2022 Schedule

**First and Third Mondays**

**Fifteen Days Before Hearing**

**Forty-Five Days Before Hearing**

<b>Meeting Dates</b>	<b>Public Hearing Notice and Sign Posting Deadlines</b>	<b>Submittal Deadlines</b>
January 5	December 21, 2021	November 22, 2021
January 19	January 4	December 6, 2021
February 2	January 18	December 28, 2021**
February 16	February 1	January 3
March 2	February 15	January 17
March 16	March 1	January 31
April 6	March 22	February 22**
April 20	April 5	March 7
May 4	April 19	March 21
May 18	May 3	April 4
June 1	May 17	April 18
June 15	May 31	May 2
July 6	June 21	May 23
July 20	July 5	June 6
August 3	July 19	June 20
August 17	August 2	July 5**
September 7	August 23	July 25
September 21	September 6	August 8
October 5	September 20	August 22
October 19	October 4	September 6**
November 2	October 18	September 19
November 16	November 1	October 3
December 7	November 22	October 24
December 21	December 6	November 7

**Meetings are Held in the Council Chambers at Darien City Hall,  
1702 Plainfield Road, Beginning at 7:00 PM.**

**\*\*Due to City Hall Closure for Holiday, Please Note Date Change.**

**CITY OF DARIEN**  
**ZONING VARIATIONS**  
**JUSTIFICATION NARRATIVE**

**Purpose**

To be consistent and fair, the City is obligated to make decisions on zoning variation requests based on findings-of-fact. The Applicant should write a justification narrative that contains evidence (facts) that support a conclusion (finding) that the variation is necessary and would not cause problems. It should include: a) explanation of why the variation is being requested, b) describe the 'hardship condition' of the property that makes it difficult to conform, c) estimate the impact on neighbors, and d) respond to each of the decision criteria below.

**Decision Criteria** (See City Code Section 5A-2-2-3)

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

---

2b. The plight of the owner is due to unique circumstances.

---

2c. The variation if granted will not alter the essential character of the locality.

---

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

---

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

---

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

---

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

---

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

---

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

---

3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.

---



# PLAT OF SURVEY

PROFESSIONAL LAND SURVEYING, INC.

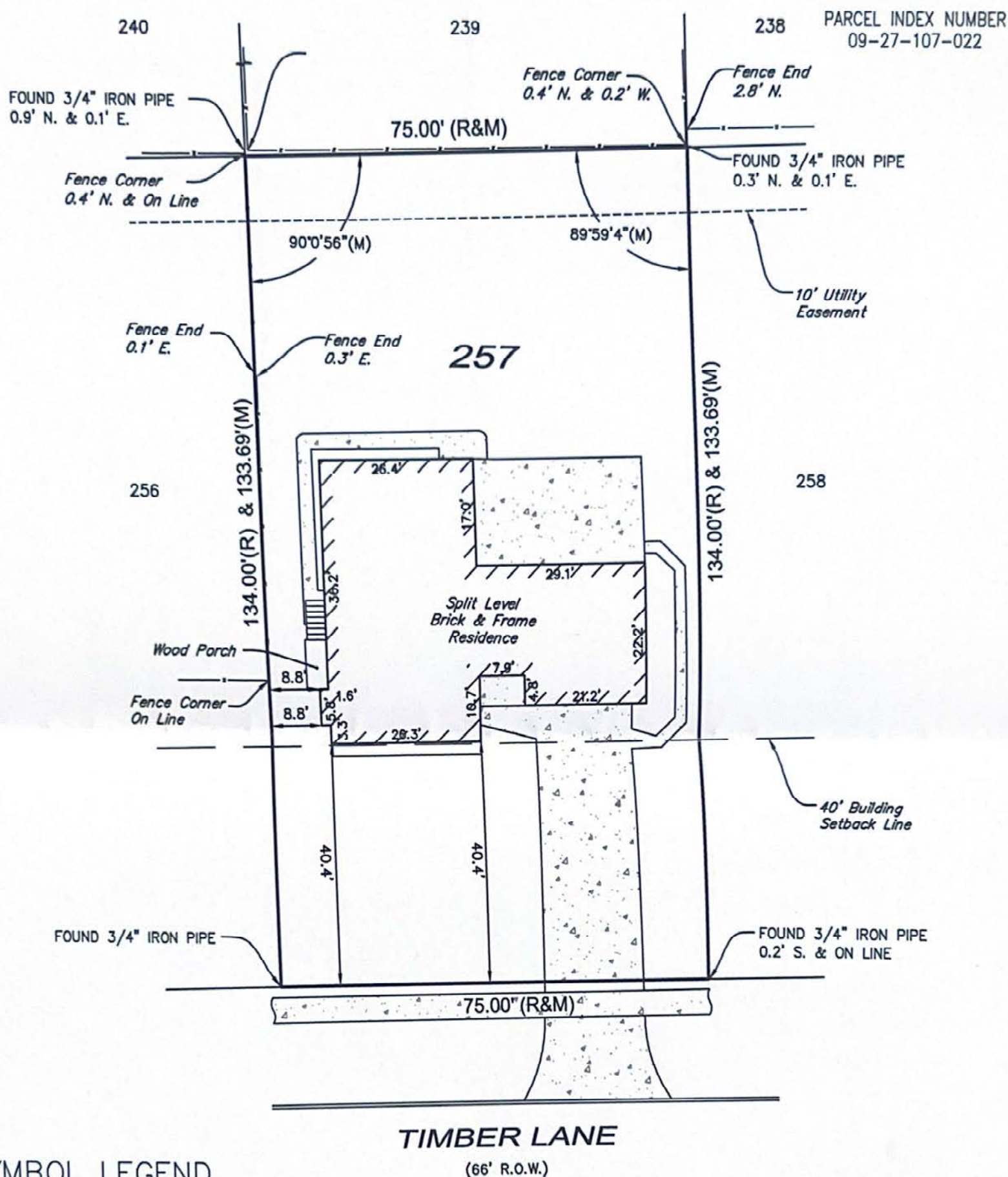
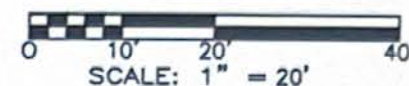
3080 OGDEN AVENUE SUITE 307

LISLE, ILLINOIS 60532

PHONE: 630-778-1757

PROF. DESIGN FIRM # 184-004196

E-MAIL: info@plslisle.com



## SYMBOL LEGEND

- CONCRETE SURFACE
- x-x- - FENCE LINE
- (R) - RECORD DATA
- (M) - MEASURED DATA

## LEGAL DESCRIPTION

LOT 257 IN HINSBROOK UNIT 3, BEING A SUBDIVISION OF PART OF THE NORTHWEST  $\frac{1}{4}$  OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 25, 1966 AS DOCUMENT R66-19308, IN DUPAGE COUNTY, ILLINOIS.



PREPARED FOR: SPEELMAN  
ADDRESS: 814 TIMBER LANE, DARIEN  
BOOK & PG: RC/28 DATE: 04-14-2021 JOB NO: 2119128  
DRAWN BY: PV CHECK BY: SAR  
REVISED:



\pt100.12444; SURVEYED AREA: 10,027± SQ.FT.

THIS SURVEY IS NOT VALID WITHOUT THE SURVEYOR'S ORIGINAL SIGNATURE IN BLUE INK

REFER TO YOUR DEED, ABSTRACT, TITLE POLICY AND LOCAL BUILDING AND ZONING ORDINANCE FOR ITEMS NOT SHOWN HEREON.

NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING

STATE OF ILLINOIS } SS  
COUNTY OF DUPAGE }

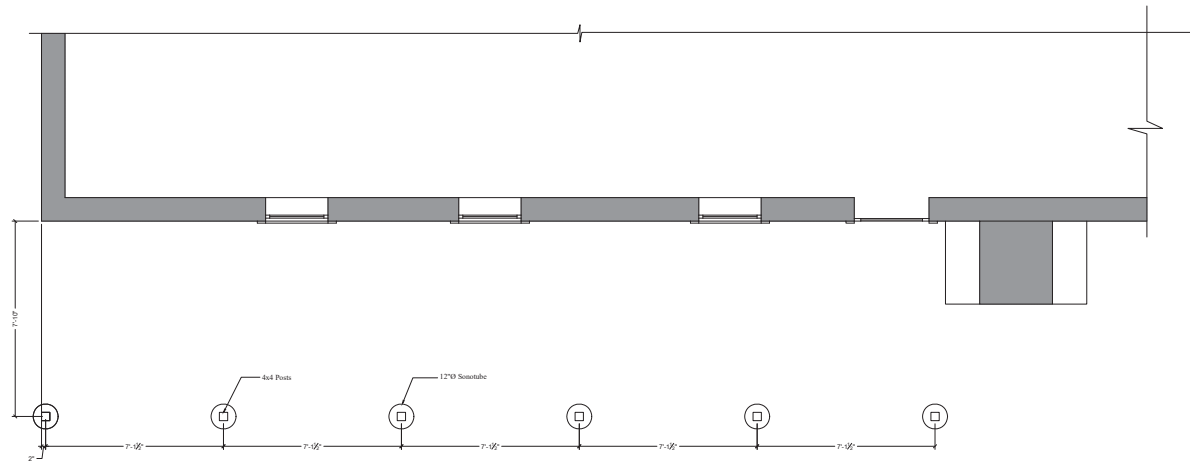
PROFESSIONAL LAND SURVEYING, INC. HEREBY CERTIFIES THAT IT HAS SURVEYED THE TRACT OF LAND ABOVE DESCRIBED, AND THAT THE HEREON DRAWN PLAT IS A CORRECT REPRESENTATION THEREOF.

FIELD WORK COMPLETED AND DATED THIS 10TH DAY OF APRIL, 2021.

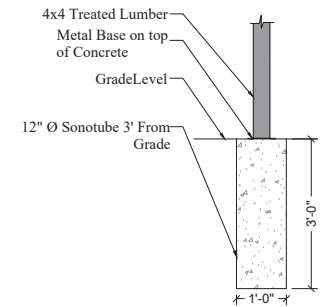
*JRP*

IPLS No. 3483  
MY LICENSE EXPIRES 11/30/2022

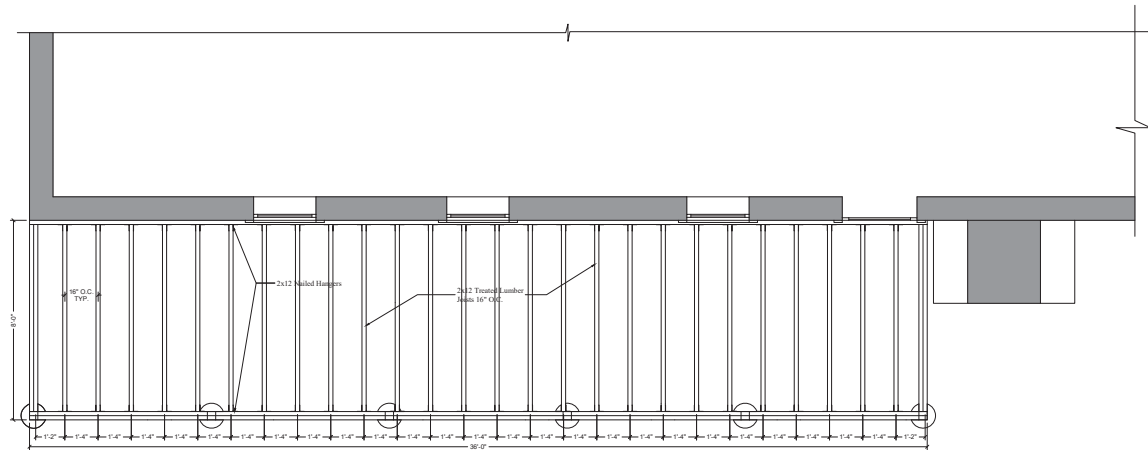
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



1 FOUNDATION PLAN  
SCALE : 3 / 8" = 1'-0"



2 PIER FOUNDATION DETAIL  
SCALE : 3 / 4" = 1'-0"



2 DECK FRAMING PLAN  
SCALE : 3 / 8" = 1'-0"



Project Name: **RESIDENTIAL DECK**  
Client Name: **Ashley & Corey Devlin**  
Project Location: **814 Timber Lane, Darien, IL 60561**  
Date of Issue: **24-11-23**

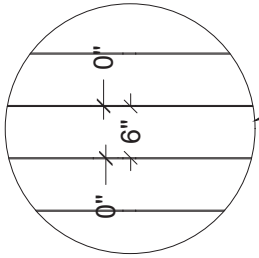
Sheet Name: **DECK FOUNDATION & FRAMING PLAN**

Scale: **3 / 8" = 1'-0" @ Arc-D**  
Drawing Number: **A-01**

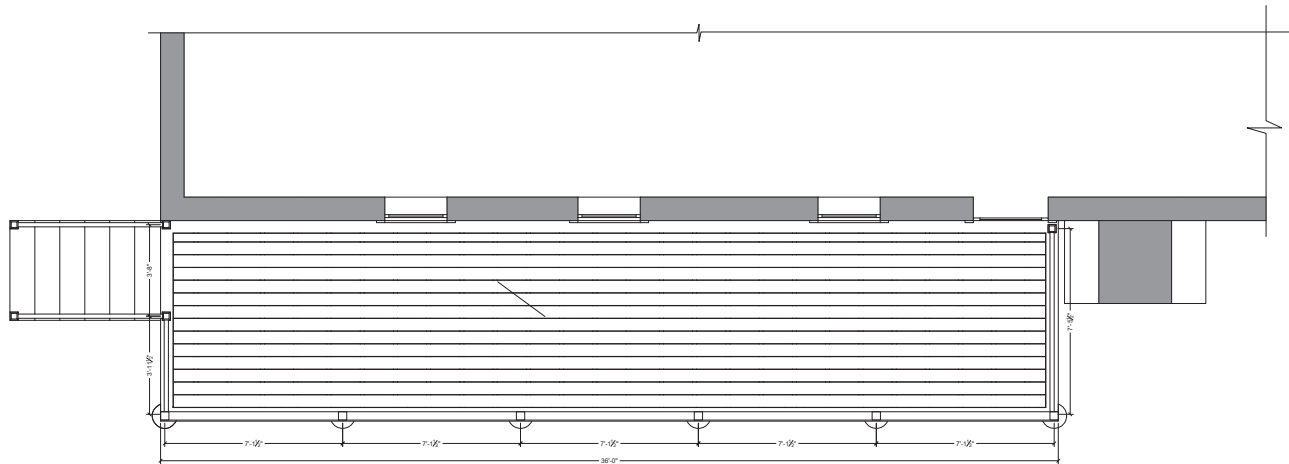
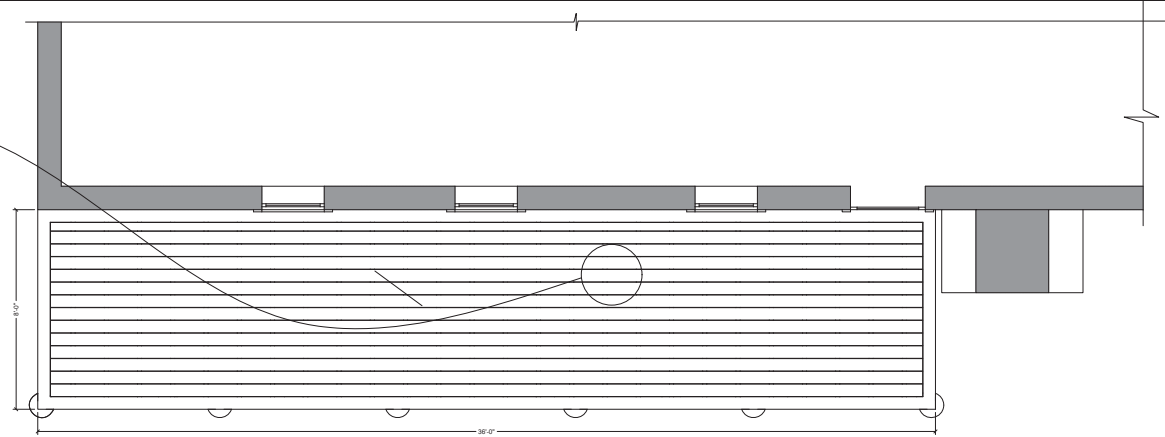
Drawn by: **SONIA KARIM**  
REV:

Revision Schedule			
REV	Description	Date	Issued by





① DECKING PLAN  
SCALE : 3 / 8" = 1'-0"



② RAILING & STAIRS PLAN  
SCALE : 3 / 8" = 1'-0"



Project Name: **RESIDENTAIL DECK**  
Client Name: **Ashley & Corey Devlin**  
Project Location: **814 Timber Lane, Darien, IL 60561**  
Date of Issue: **24-11-23**

Sheet Name: **DECKING / RAILING & STAIR PLAN**

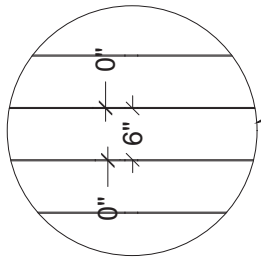
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Drawn by: **SONIA KARIM**

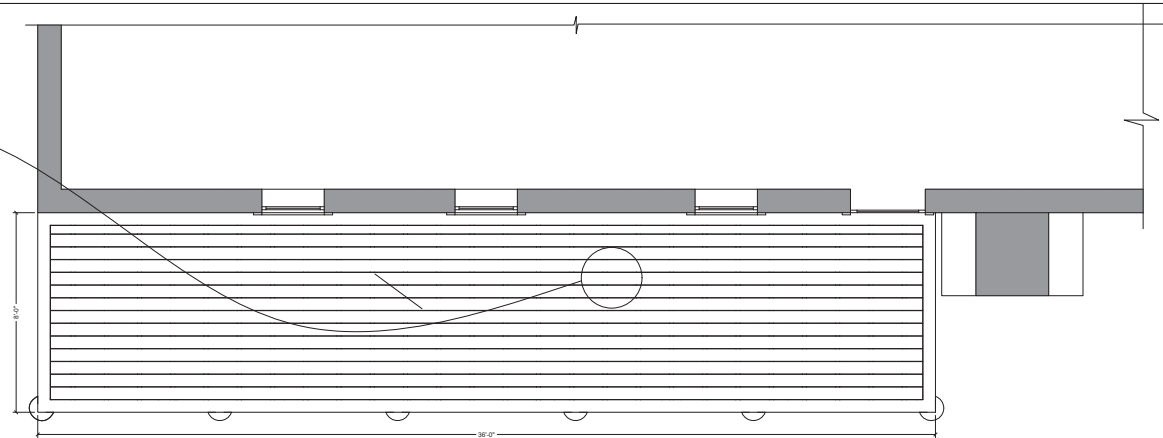
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REV:

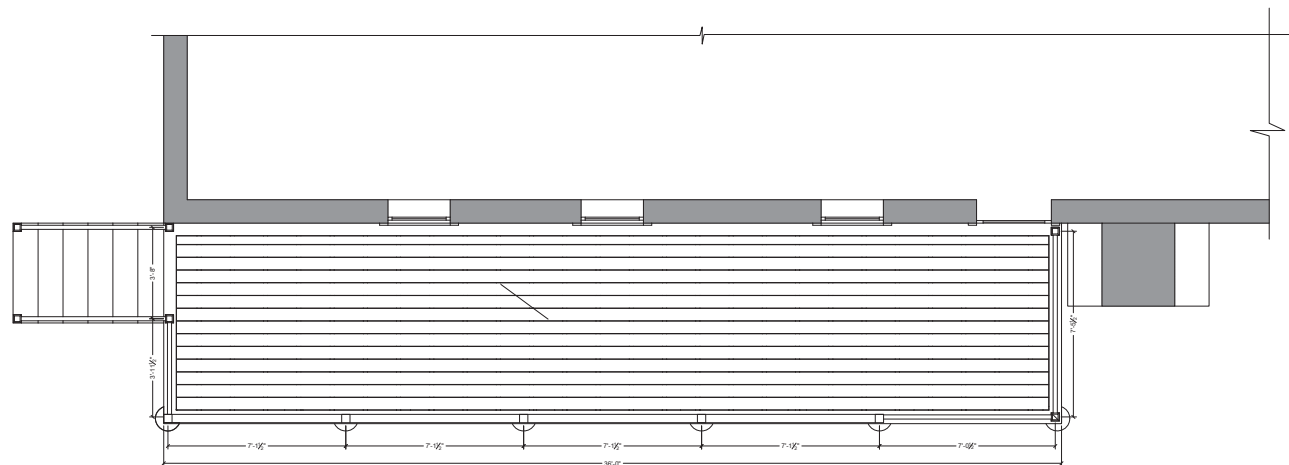
Revision Schedule			
REV	Description	Date	Issued by



① DECKING PLAN  
SCALE : 3 / 8" = 1'-0"



② RAILING & STAIRS PLAN  
SCALE : 3 / 8" = 1'-0"



Project Name: **RESIDENTAIL DECK**  
Client Name: **Ashley & Corey Devlin**  
Project Location: **814 Timber Lane, Darien, IL 60561**  
Date of Issue: **24-11-23**

Sheet Name: **DECKING / RAILING & STAIR PLAN**

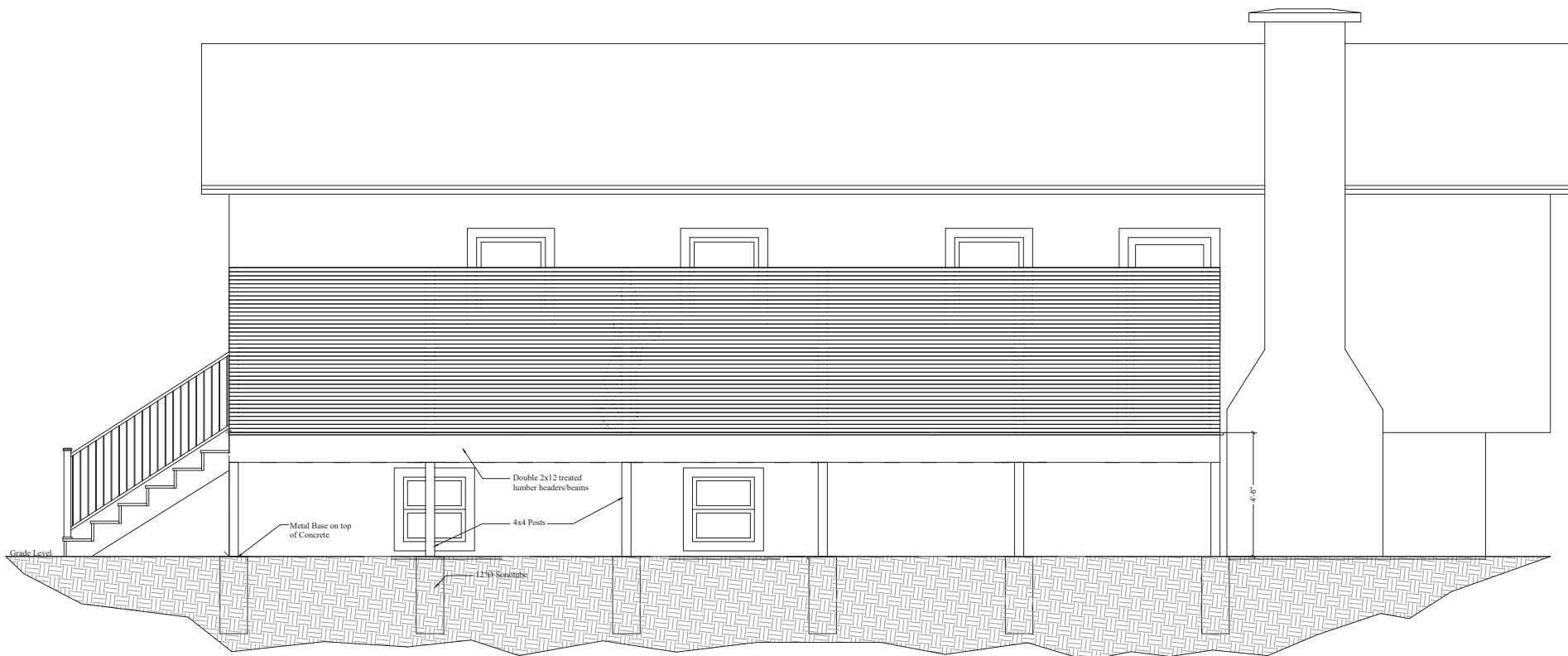
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Drawing Number: **A-02a**

Drawn by: **SONIA KARIM**

REV:

Revision Schedule			
REV	Description	Date	Issued by



① FRONT ELEVATION  
SCALE : 1 / 2" = 1'-0"



Project Name: **RESIDENTAIL DECK**

Client Name: **Ashley & Corey Devlin**

Project Location: **814 Timber Lane, Darien, IL 60561**

Date of Issue: **24-11-23**

Sheet Name: FRONT ELEVATION

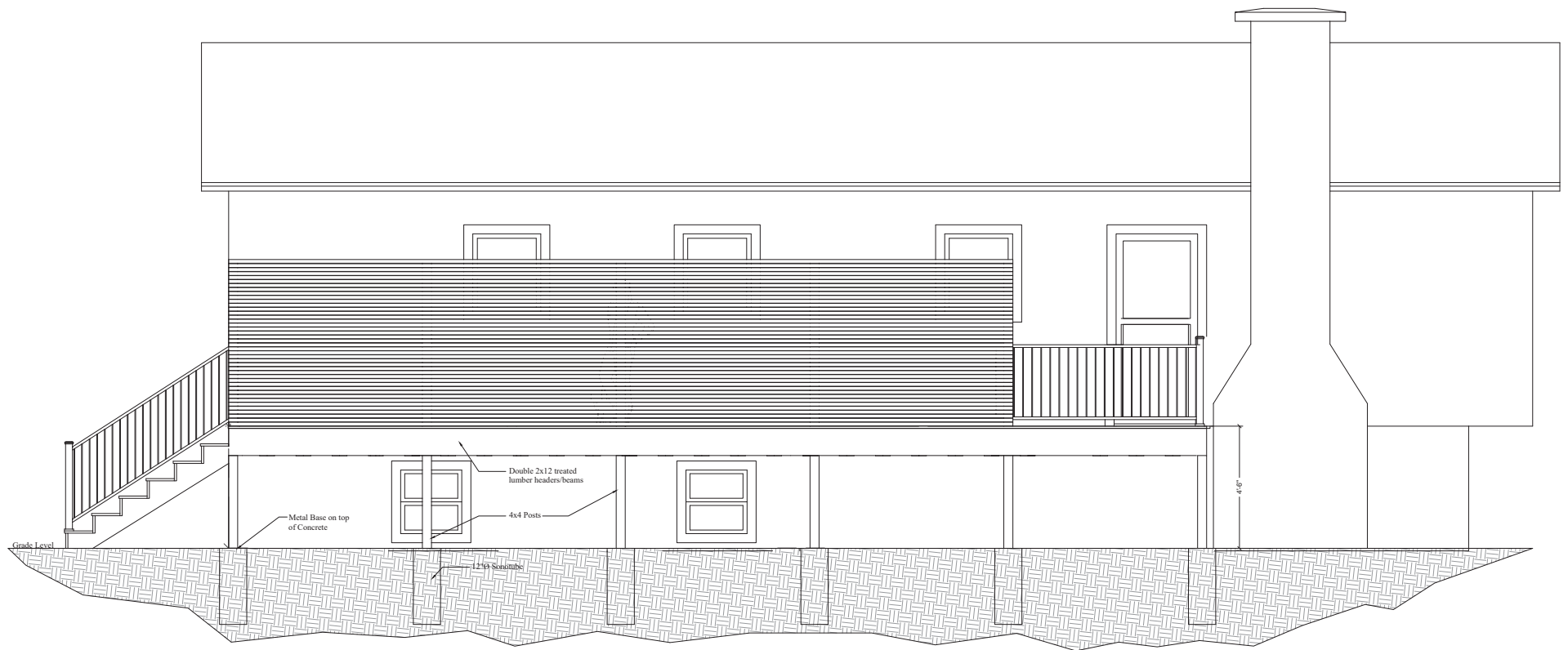
Scale: **3 / 8" = 1'-0" @ Arc-D**

Drawing Number: **A-03**

Drawn by: **SONIA KARIM**

REV:

Revision Schedule			
REV	Description	Date	Issued by



① FRONT ELEVATION  
SCALE : 1 / 2" = 1'-0"



Project Name: **RESIDENTIAL DECK**  
 Client Name: **Ashley & Corey Devlin**  
 Project Location: **814 Timber Lane, Darien, IL 60561**  
 Date of Issue: **24-11-23**

Sheet Name: FRONT ELEVATION

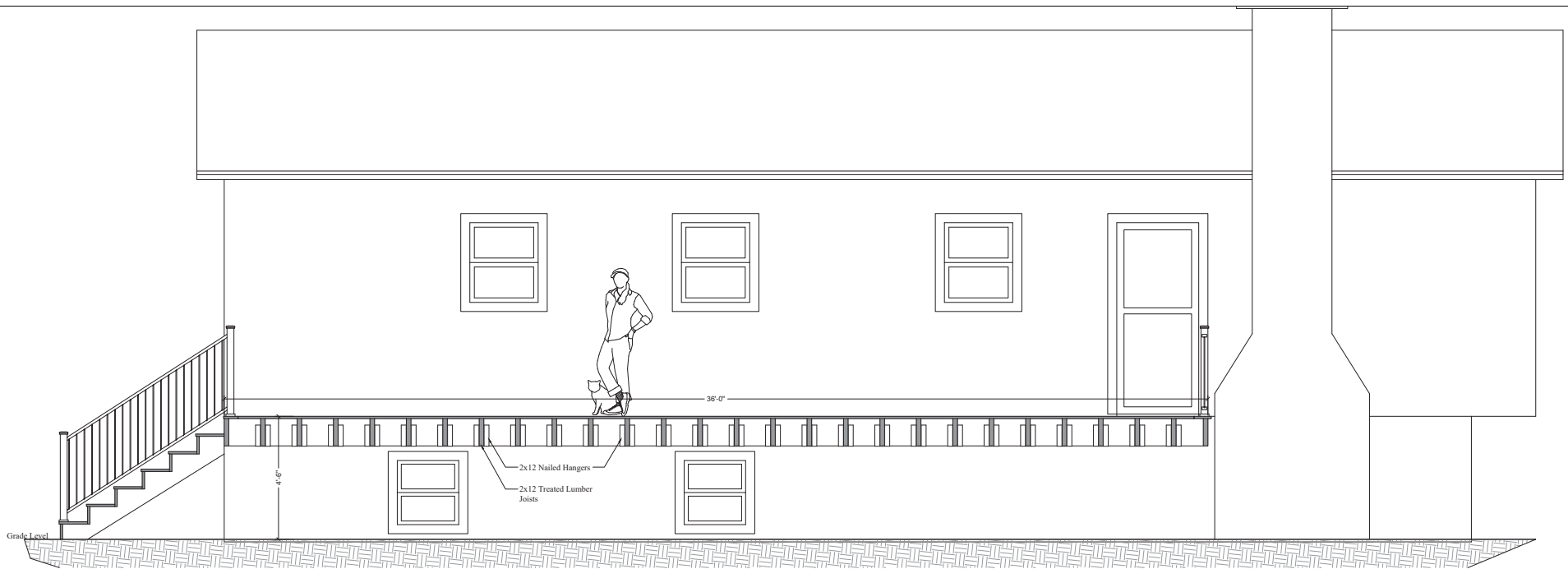
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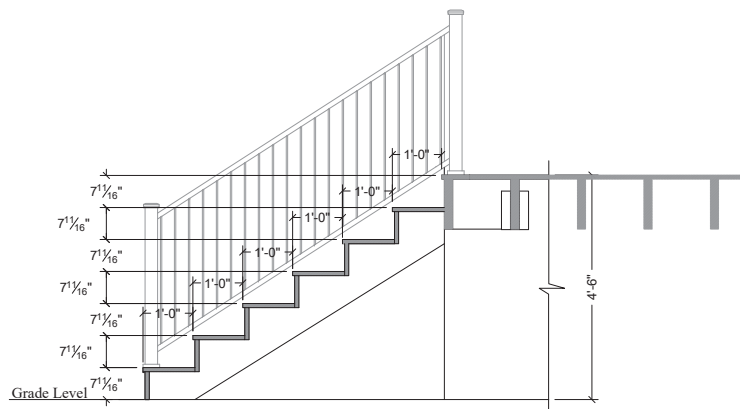
Drawn by: **SONIA KARIM**

REV:

Revision Schedule			
REV	Description	Date	Issued by



1 SIDE ELEVATION  
SCALE : 1 / 2" = 1'-0"



3 SECTION - A  
SCALE : 3 / 4" = 1'-0"



Project Name: **RESIDENTIAL DECK**  
 Client Name: **Ashley & Corey Devlin**  
 Project Location: **814 Timber Lane, Darien, IL 60561**  
 Date of Issue: **24-11-23**

Sheet Name: **SIDE ELEVATION & SECTION**

Scale: **AS INDICATED @ Arc-D**

Drawing Number: **A-04**

Drawn by: **SONIA KARIM**

REV:

Revision Schedule			
REV	Description	Date	Issued by







Project Name:	<b>RESIDENTAIL DECK</b>
Client Name:	<b>Ashley &amp; Corey Devlin</b>
Project Location:	<b>814 Timber Lane, Darien, IL 60561</b>
Date of Issue:	24-11-23

Sheet Name: 3d Views Full Privacy Wall

Scale:	N.T.S. @ Arc-D	Drawn by:	SONIA KARIM
Drawing Number:	<b>A-06</b>	REV:	

Revision Schedule			
REV	Description	Date	Issued by

























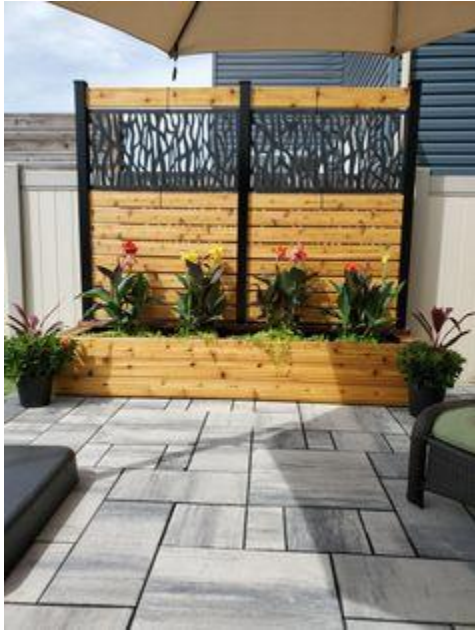


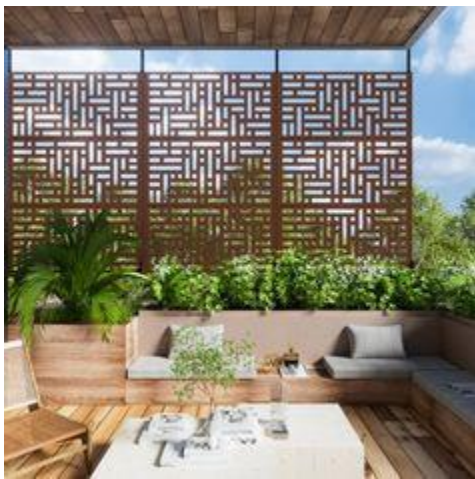






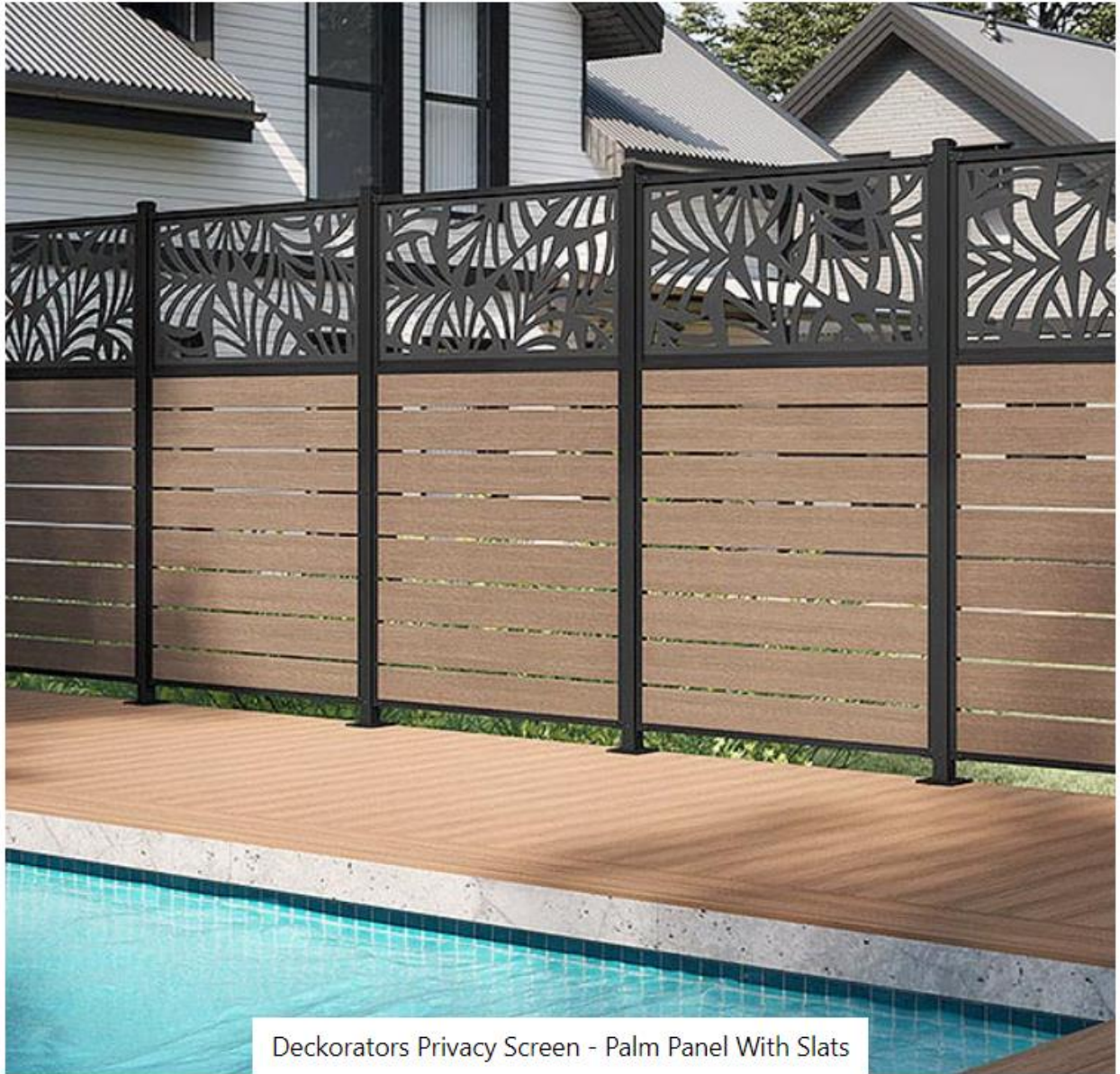












Deckorators Privacy Screen - Palm Panel With Slats

## Privacy Screen (Maui)

335.00 USD

★★★★★ (9)

Elevate your backyard with our privacy screens. HIDEAWAY's modular design makes creating your private retreat easy and enjoyable.

Dimensions

What's Included

Core Features

Essential Components for Secure Installation



81% Privacy

[View Our Screen Measurement Guide](#)

Screen Type: Maui

MAUI MAUI MAUI MAUI MAUI MAUI MAUI







**JUSTIFICATION LETTER**  
**814 TIMBER LANE – VARIATION FOR RAISED DECK**

**Decision Criteria** (See City Code Section 5A-2-2-3)

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

*Other properties in the immediate vicinity and in the same zoning district have similar decks that were permitted within the side yard setback, likely when the properties were under the County's jurisdiction. It is reasonable to assume as the property owner that the same conditions could be present on the subject property.*

---

2b. The plight of the owner is due to unique circumstances.

*The plight of the property owner is due to unique circumstances in at least two ways: 1) The current placement of the deck was permitted by staff, and the property owner applied for and received a permit in error for the deck in its current/proposed location; and 2) The property is already non-compliant with setback regulations as it was constructed under County zoning regulations, and is a legal nonconforming property.*

---

2c. The variation if granted will not alter the essential character of the locality.

*The property owner and staff have conducted a "windshield survey" and identified numerous instances of similar decks in side yards in the vicinity and under the same zoning restrictions. Thus an additional deck will not substantially alter the character of the neighborhood.*

---

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere Inconvenience or a decrease in financial gain if the variation is not granted.

*The financial hardship of having to reconstruct the deck to comply with the zoning ordinance after the City previously approved the deck is significant and undue.*

---

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

*The problem with the property is the configuration of the side yard, and the fact that it is already legal non-conforming. Additionally, the City approved the location of the deck and having to relocate it after the fact would be unreasonable.*

---

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

*Any reconstruction or moving of the deck would amount in substantial difficulty and hardship as described above.*



---

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

*If conditioned appropriately to ensure direct/unobstructed views are reduced and/or lessened, there will not be any injuries to neighboring properties.*

---

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

*Similar conditions already exist in the immediate neighborhood. The community at large would not be affected if similar requests were made because the same conditions are not uniformly present in the community. Further, the construction of an accessory structure is a benefit that is intended to be permitted under the Zoning Code.*

---

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

*The community will benefit from not having induced unnecessary hardship on a property owner.*

---

3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.

*The granting of the variance facilitates public services, and ensures that any nuisances or aesthetic concerns are addressed properly in a public hearing.*

---























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

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A VARIATION FROM THE  
DARIEN ZONING ORDINANCE**

**(PZC2024-12: 814 TIMBER LANE)**

---

**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN**

**THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2025**

---

**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of February, 2025.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A VARIATION FROM THE  
DARIEN ZONING ORDINANCE**

**(PZC2024-12: 814 TIMBER LANE)**

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

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

**WHEREAS**, on April 3, 2000, the City Council adopted Ordinance No. O-00-03-00, “An Ordinance Repealing Title 5A of the Darien City Code, “Zoning Regulations” and Substituting A New Title 5A, “Zoning Regulations” for the City of Darien,” which generally prohibits the construction and/or placement of an accessory structure with any required side yards; and

**WHEREAS**, the property legally described in Section 1 (the “Subject Property”), is zoned R-2 Single Family Residence District pursuant to the Darien Zoning Regulations;

**WHEREAS**, the property owner secured a permit to construct a raised deck approximately 288-square feet in size within the side yard on the west side of the home; and

**WHEREAS**, the permit was approved inadvertently by City staff; and

**WHEREAS**, the deck is currently under construction in accordance with the approved permit; and

**WHEREAS**, the petitioner has requested approval of a variation from the terms of the Darien Zoning Ordinance, Section 5A-7-2-6(A) of the City Code, to allow for a raised deck on the west side of their home to remain in its current location approximately 2.4 feet from the property



**ORDINANCE NO. \_\_\_\_\_**

line within the required 10-foot side yard; and

**WHEREAS**, pursuant to notice as required by the Illinois Municipal Code and the Darien Zoning Ordinance, a public hearing was conducted by the Planning and Zoning Commission on January 8, 2025 to consider the Petition; and

**WHEREAS**, based upon the evidence, testimony, and exhibits presented at the January 8, 2025 public hearing, the Planning and Zoning Commission voted 6-0 to recommend approval of the Petition to the Municipal Services Committee and City Council; and

**WHEREAS**, based upon the evidence, testimony, and exhibits presented at the January 27, 2025 Municipal Services Committee meeting, the Committee unanimously recommended approval of the Petition; and

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

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

**SECTION 1: Subject Property.** This Ordinance is limited and restricted to the property generally located at 814 Timber Lane, Darien, Illinois, and legally described as follows:

Lot 257 in Hinsbrook Unit 3, being a subdivision of part of the Northwest ¼ of Section 27, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1966 as Document No. R66-19308, DuPage County, Illinois.

PIN: 09-27-107-022

**SECTION 2: Variation Granted.** A variation is hereby granted from the Zoning

**ORDINANCE NO. \_\_\_\_\_**

Ordinance, Section 5A-7-2-6(A) of the City Code, to allow for a raised deck on the west side of their home to remain in its current location approximately 2.4 feet from the property line within the required 10-foot side yard.

**SECTION 3: Conditions.** The variation is permitted subject to the following conditions:

- 1) A privacy screen five and one half (5.5) feet to six (6) feet in height shall be constructed for the twelve (12) foot portion of the deck where no landscaping or trees are present along the western property line, subject to staff approval.**

**SECTION 4: Home Rule.** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent the terms of this ordinance should be inconsistent with any non-preemptive state law, this ordinance shall supercede state law in that regard within the City of Darien.

**SECTION 4: Effective Date.** This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3<sup>rd</sup> day of February, 2025.**

AYES \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**ORDINANCE NO.** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 3<sup>rd</sup> day of February, 2025.**

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**CITY COUNCIL**  
**FEBRUARY 3, 2025**

**CASE**

PZC2024-13

Rezone (R-1 to B-3)  
Variation (Parking Setback)  
Special Use (Contractor's Storage Yard)  
Mike Angileri c/o Coventry Gardeners – 1033 N Frontage Rd

**ORDINANCE**

**ISSUE STATEMENT**

Mike Angileri, in care of Coventry Gardeners & Landscaping, Ltd., seeks approval of the following applications for the property located at 1033 North Frontage Road (PIN: 09-34-302-004):

- A request to rezone the property from Single Family Residential (R-1) to General Business District (B-3)
- A request for a Special Use Permit to establish and operate a contractor's storage yard for a landscaping service company
- A request for a variation from Section 5A-8-4-8(B)(1)(b)(2) of the City Zoning Code to allow for parking facilities to be located five feet from the west property line.

**GENERAL INFORMATION**

Petitioner/Owner:	Mike Angileri c/o Coventry Gardening & Landscaping, Ltd
Property Location:	1033 N. Frontage Road
PIN Number:	09-34-302-004
Existing Zoning:	Single Family Residence District (R-1)
Existing Land Use:	Single Family
Comprehensive Plan:	Office
Surrounding Zoning & Uses	
North:	Office, Research and Light Industry (OR-I); Industrial
East:	Office, Research and Light Industry (OR-I); Mini Storage
South:	I-55/General Industrial District (I-1); Highway/Warehouse
West:	Single Family Residence District (R-I); Single Family
Size of Property:	0.86 Acres
Floodplain:	500-Year Floodplain (portion)
Natural Features:	Generally flat topography sloping south
Transportation:	The petition site gains access from an asphalt residential driveway off of North Frontage Road (IDOT R.O.W.)

**PETITIONER DOCUMENTS (ATTACHED TO MEMO)**

- 1) [APPLICATION](#)
- 2) [EXISTING PLAT OF SURVEY](#)
- 3) [PROPOSED SITE PLAN](#)
- 4) [JUSTIFICATION LETTER](#)

**CITY STAFF DOCUMENTS (ATTACHED TO MEMO)**

- 5) [EXISTING ZONING](#)

- 6) [PROPOSED ZONING](#)
- 7) [COMPREHENSIVE PLAN](#)
- 8) [LOCATION MAP & AERIAL IMAGE](#)
- 9) [SITE PHOTOS](#)

### **BACKGROUND/OVERVIEW**

The subject property, 1033 N. Frontage Road, consists of a single-family residence and was constructed in 1968. Following the City of Darien's incorporation in 1969, the property was annexed into the City and zoned R-1. Surrounding properties were developed for service commercial and industrial purposes beginning in the late 1980s, and the expansion of the mini-storage facility east of the subject property was completed prior to 1993.

The petitioner proposes a zone change from Single Family Residence (R-1) to General Business District (B-3), and converting the existing 0.86-acre single-family residential property to a contractor's storage yard for a landscaping services company, consisting of a fenced parking lot with the existing residence proposed to be converted to an office/file storage. Contractor's storage yards are allowed as a special use within the B-3 zoning district.

### **ANALYSIS**

#### **A) Rezone**

*Existing Zoning and Land Use:* The property is currently within the R-1 Single Family Residence District (See Attachment 5). Surrounding zoning districts include OR-I Office, Research and Light Industry to the north and east, I-1 General Industrial to the south beyond I-55, and R-1 Single Family Residence District to the west. Since the late 1980's the area has been actively transitioning to more service commercial and industrial uses, and although properties to the west are within the R-1 district, there are some properties within legal, non-conforming commercial uses in place such as the Dry Dock Inn

*Proposed Zone Change:* The petitioner proposes to rezone the property from the Single Family Residence District (R-1) to the General Business District (B-3), which would facilitate the development of the site as a contractor's storage yard with a Special Use Permit (see Attachment 6). The proposed zone change is consistent with recent developments and the surrounding zoning, which, excepting the property to the west, is commercial and industrial.

*Comprehensive Plan:* The site is also within a "Non-Key Development Area" identified in the 2006 and 2022 Comprehensive Plan Updates (see Attachment 7). In the 2006 Update, the site was identified for future "office" use with policy statements made that a unified office development consisting of multiple parcels should be pursued. In the 2022 Update, the property continues to be identified as a Non-Key Development Area. The policy statements included in the Comprehensive Plan updated are meant to be a guide for new development, but are not binding. Notably, non-residential uses established prior to the Comprehensive Plan Update such as the Dry Dock Inn and the Public Storage limits the probability of the parcels being consolidated into a unified office development. This is further limited by the decline of office development following the 2008 financial crisis and COVID-19 pandemic in 2020.

**B) Contractor's Storage Yard (Special Use, Variation)**

*Special Use Permit:* Contractor's storage yards are permitted as a Special Use within the B-3 zoning district, per Section 5A-8-4-4 of the City Code. The petitioner has submitted a Special Use Permit application concurrently with the rezone request.

*Site Plan Review:* The project proposes converting the residence and surrounding property (0.86 acres in total) to a contractor's storage yard, through the construction of site improvements including a 6-foot perimeter fence, a paved parking and landscape area with 20 parking stalls consisting of both concrete and permeable pavers, a trash enclosure, and a stormwater detention pond (See Attachment 3). The existing residence is intended to be converted for office use; if, based on cost and the condition of the structure, it cannot be converted, the petitioner would demolish the residence and construct a pre-manufactured office building under separate review and permit by City staff. Staff have reviewed the petitioner submitted plans and found that the project complies with all required development standards, except with regard to the location of the parking facilities, as outlined below. The petitioner will be required to submit landscape plans, engineering plans and building permits if the case is approved, with architect stamped and signed plans.

*Variation Request:* Based on the site layout and submitted documents, the petitioner is requesting a variation from Section 5A-8-4-8(B)(1)(b)(2) of the City Zoning Code to allow for parking facilities to be located five feet from the west property line. As the property to the west will remain under the R-1 zoning district, off-street parking facilities would not normally be allowed within the first thirty feet (30') of the required side yard. This variation would allow the narrow lot to be developed and would also be consistent with the manner in which the Public Storage was developed, and other commercial/industrial developments in the area.

*Findings of Fact:* A justification letter and findings of fact for the variation have been prepared by the petitioner and are attached to the application as Attachment 4. For reference, the criteria the Planning and Zoning Commission and City Council votes on for City Special Uses and Variation requests are included below.

*Special Use Criteria:*

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

- 1. That the special use is deemed necessary for the public convenience at the location specified.*
- 2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.*
- 3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*

4. *That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
5. *That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be at variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.*
6. *That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
7. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*

*That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Plan Commission and Planning and Development Committee.*

*Variation Criteria:*

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

- a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.*
- b) The plight of the owner is due to unique circumstances.*
- c) The variation if granted will not alter the essential character of the locality.*
- d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.*
- e) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.*
- f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.*
- g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- h) Create Community Problem: The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.*
- i) Net Benefit: The positive impacts to the community outweigh the negative impacts.*
- j) Sacrifice Basic Protections: The variation, if granted, will comply with the purposes and intent of this title set forth in subsection 5A-1-2(A) of this title and summarized as follows:*

*to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.*

**PZC MEETING – 01/15/2025**

The Planning and Zoning Commission reviewed this petition at its January 15, 2025 meeting. The petitioner and petitioner's representative were present and provided an overview on the proposal after staff's introduction of the case. Members of the public were present.

There were a multitude of topics discussed at the meeting, including the nature of the variations requested, additional variations that would be necessary to permit for the parking lot on the west side, and appropriate conditions of approval to ensure the project would be built in a suitable manner, while mitigating impacts to neighboring businesses or residents from traffic patterns and improper storage of materials and equipment. Through meeting dialogue, conditions of approval were generated by the Commission to address the various concerns. **The Planning and Zoning Commission made a motion to forward the case with a favorable recommendation to the Municipal Services Committee. The motion passed by a vote of 6-0 vote, subject to the following conditions:**

1. No residential uses shall be permitted on the site.
2. The existing building shall be converted to commercial use. If the structure cannot be converted following building evaluation, a new, one-story office building shall be constructed, subject to staff review and approval. The new building shall be permitted the existing front yard and eastern interior side yard and shall comply all other yard requirements for the B-3 zoning district.
3. Vehicles entering/exiting the site shall do so in a forward direction, without multi-point turns in the right-of-way.
4. All organic materials, soils, etc. shall be stored in the rear of the lot, in a three-walled enclosure and covered. The design and location shall be subject to staff review and approval.
5. The developer shall coordinate the removal of overgrowth and vehicle sight-line obstructions on the project site and within the right-of-way, subject to review by Engineering and Public Works staff, and approval from the Illinois Department of Transportation (IDOT).

Four other standard conditions of approval have been added by staff related to permitting and engineering requirements and exterior lighting:

6. All plans submitted to the City shall reflect any changes required by the Commission and/or staff. This condition applies to the site/grading plan, landscape plans, building plans, or other plans submitted to the City in connection with the project.
7. All exterior lighting to be directed in a way to avoid causing glare onto adjacent properties. The need for light shields to be verified during final inspection. Driveway design and location are subject to IDOT review, approval and permit.
8. Applicant shall comply with comments per City Engineer letter, dated December 5, 2024



**MSC MEETING 01/27/2025**

The Municipal Services Committee reviewed this petition at its January 27, 2025 meeting. Staff presented a report on the project and answered questions. The petitioner was present and answered questions from the Committee. No members of the public were present.

**Based on testimony and discussion at the meeting, the Municipal Services Committee forwarded the case with a favorable recommendation to the City Council by a unanimous vote.**

**ALTERNATE CONSIDERATION**

As recommended/directed by the City Council.

**DECISION MODE**

The City Council will consider this item at its meeting on February 3, 2025.



## ZONING APPLICATION

## CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561

[www.darienil.us](http://www.darienil.us) 630-852-5000

## CONTACT INFORMATION

Michael Angileri  
Applicant's Name

1450 Plainfield Rd # Darien, IL 60561  
Address, City, State, Zip Code

(630) 964-8499  
Telephone

angilerilaw@angilerilaw.com  
Email

Julia D. Darby, as Trustee under the  
Betty J. Carver Trust dated April 14, 2022  
Owner's Name

160 Preakness Drive, Oswego IL 60543  
Address, City, State, Zip Code

630-364-8636  
Telephone

thedarbys693@yahoo.com  
Email

## PROPERTY INFORMATION

1033 N. Frontage Rd, Darien, IL 60561  
Property address

09-34-302-004  
PIN Number(s)

R-1 Single Family residence district  
Zoning District

Single Family Residence  
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

## REQUEST

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

Rezoning to B3 and Special use permit  
for contractor's yard for parking lot  
and storage. We are seeking zoning to be changed to B-3

Michael Angileri  
Applicant Signature

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that Michael Angileri is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this 18<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Notary Public

For office use only	
Date Received:	
Case Number:	
Fee Paid:	
Hearing Date:	

**CITY OF DARIEN**  
1702 Plainfield Road, Darien, Illinois 60561  
**DEVELOPMENT APPLICATIONS**

**REIMBURSEMENT AGREEMENT**

The undersigned applicant for development approval acknowledges that the City of Darien may seek advice and council from professional sources outside the employee staff of the City of Darien. The purpose of such consultation would be for traffic impact analysis, engineering, stormwater, legal, or other such reviews related to variation, special use, rezoning, subdivision, site plan, permits, or other proposals submitted to the City of Darien by the applicant. The City of Darien may also incur expenses as part of the development review and approval process, such as copying, mailing, publication, recording, inspecting, or other such activities.

As an express condition in submitting said application and the consideration thereof by the City of Darien, the applicant both personally and on behalf of the property owner(s), agrees to reimburse the City of Darien forthwith for all costs and expenses that may be incurred by the City of Darien for such consultation and activities.

The applicant hereby accepts and acknowledges that if at any time the application fails to pay for such consultation and activity costs in accordance with the direction of the City of Darien, the no further action will be taken by the City of Darien in relation to the application until such time as said payment is paid in full.

Michael Angileri (Attorney for Coventry Gardens & Landscaping, LTD)  
Applicant's Name (print)

Michael Angileri  
Applicant's Name (signature)

1450 Plainfield Rd. #1 Darien, IL 60561  
Applicant's Address

11/18/24  
Date



# ***Waite Law Firm LLC***

633 Rogers Street #108, Downers Grove, IL 60515

PH. 773-680-0610 (**Ryan**); PH. 773-850-9797 (**Michelle**); FX. 630-405-0972

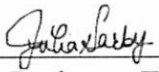
[www.waitelaw.net](http://www.waitelaw.net)

To whom it may concern at the City of Darien;

This letter is to confirm that the Seller of the property at 1033 N. Frontage Rd., Darien, IL 60561, Julia D. Darby, as Trustee under the Betty J. Carver, Trust dated April 14, 2022 has authorized the contract purchaser, Coventry Gardeners & Landscaping LTD and their Attorney Angileri, Toma & Associates to act on her behalf to pursue the change of zoning with the Village.

Seller:

Date: 11 / 15 / 2024

  
Julia D. Darby, as Trustee

**CITY OF DARIEN**  
**ZONING VARIATIONS**  
**SUBMITTAL CHECKLIST**

- ☒ 1. APPLICATION. *See attached one-page form.*
- ☒ 2. OWNER AUTHORIZATION LETTER. If the applicant is not the owner, include letter from owner describing the relation to applicant and authorizing the applicant to act on behalf of the owner. *NO Notarized.*
- ☒ 3. PROOF OF OWNERSHIP. If the owner name and address on the Application form is different than on the County Tax Assessor's records, then include proof of ownership such as a deed or title search and list of trust beneficiaries, partners, or corporation owners and officers. *Tax deed.*
- ☒ 4. APPLICATION FEE. Cash or check payable to the City of Darien. This is non-refundable and is used to pay for administrative expenses. *See attached Fee Schedule.*
- ☒ 5. REIMBURSEMENT AGREEMENT. Some case reviews may need extra engineering, legal, or other consultants review, publication, recording, or other costs. By signing this form, the applicant agrees to reimburse the City if there are such costs. *See attached form.*
- ☒ 6. NEIGHBOR LIST. Provide a stamped envelope with name and address of the owner of each of the neighboring properties within 250 feet of the applicant's property. City staff will put notices of the public hearing in each envelope and then mail them. These names and addresses can be obtained from the Downers Grove Township Assessor's Office 630-719-6630.
- ☐ 7. PUBLIC NOTICE SIGN(S). The applicant must provide and post one or two signs on the property giving notice when the public hearing is scheduled. *See attached Public Hearing Signs and Hearing Schedule.*
- ☒ 8. PLAT OF SURVEY. It should show property boundaries, easements, buildings, other structures, legal description, and any other existing conditions relevant to the variation requested.
- ☒ 9. PLANS. Usually this includes a site plan, drawn to scale on the plat of survey, showing proposed improvements with appropriate dimensions. One copy is sufficient if 11"x17" or smaller. Ten copies if larger than 11"x17" or in color. Additional plans may be appropriate to show all relevant information depending on the nature of the variation being requested, such as;
- ☐ elevation drawings
  - ☐ photos simulations
  - ☐ traffic studies
  - ☐ landscaping plans
  - ☐ other (*contact the City Planner for guidance*)
- ☒ 10. JUSTIFICATION NARRATIVE. The applicant is responsible for providing written evidence (facts) that supports a conclusion (finding) that the variation is necessary and would not cause problems. *See attached form.*

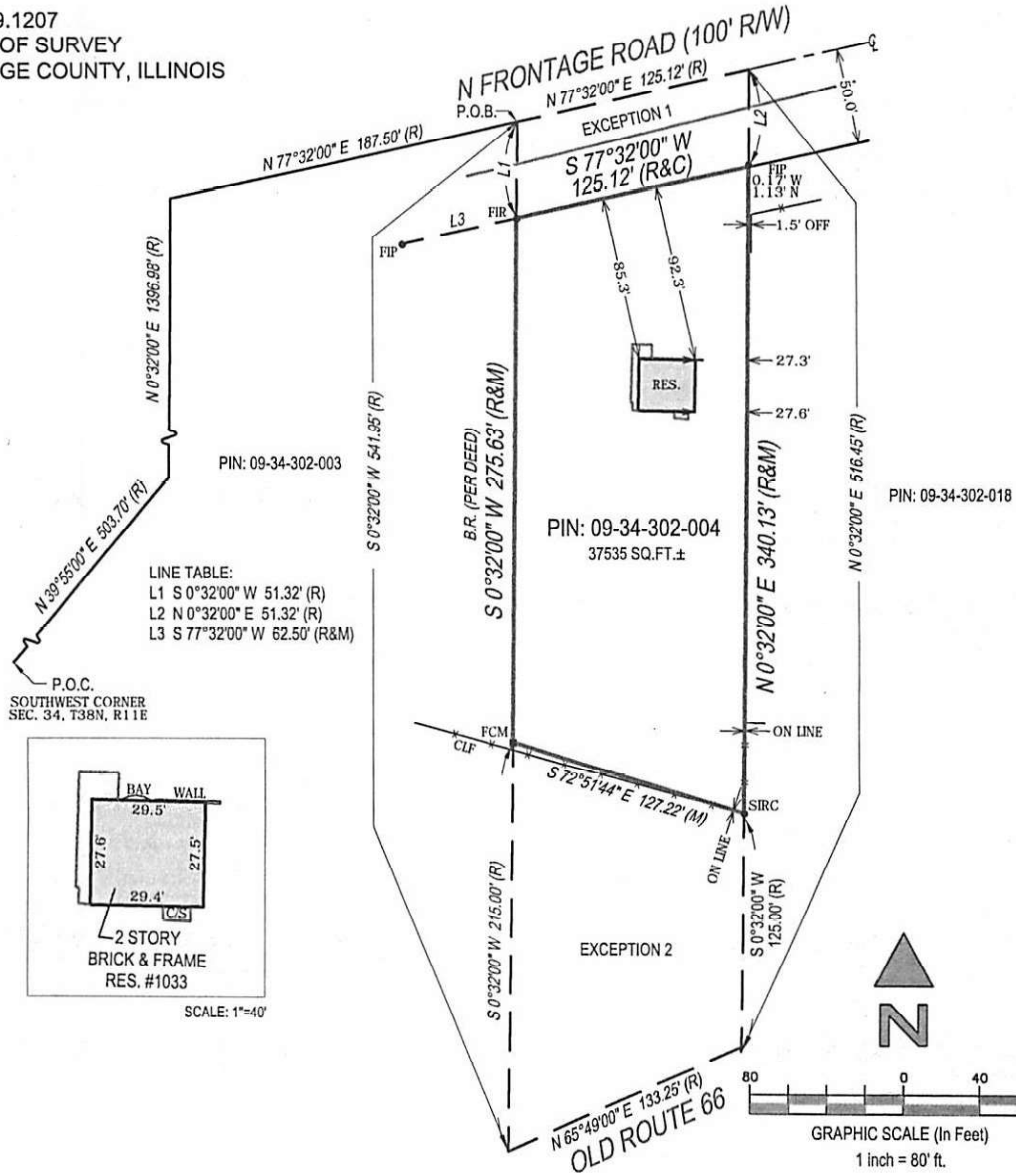




**PROPERTY ADDRESS:** 1033 N FRONTAGE ROAD, DARIEN, ILLINOIS 60561-5438

**SURVEY NUMBER:** IL2409.1207

IL2409.1207  
PLAT OF SURVEY  
DUPAGE COUNTY, ILLINOIS



STATE OF ILLINOIS }  
COUNTY OF LASALLE } SS

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER MY HAND AND SEAL THIS DATE HEREON.

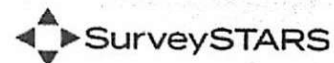
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971  
 LICENSE EXPIRES 11/30/2024  
 EXACTA LAND SURVEYORS, LLC  
 PROFESSIONAL DESIGN FIRM 184008059-0008



**POINTS OF INTEREST:**  
**NONE VISIBLE**



**Exacta Land Surveyors, LLC**  
 PLS# 184008059  
 o: 773.305.4011  
 316 East Jackson Street | Morris, IL 60450



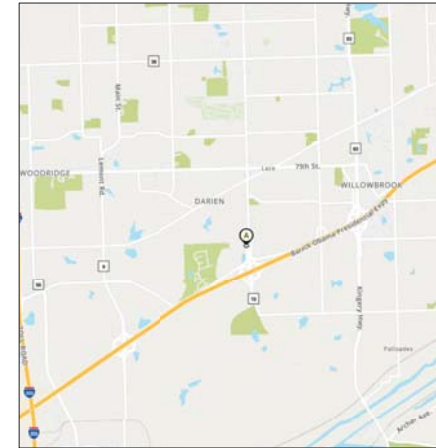
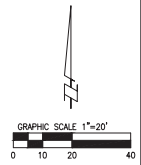
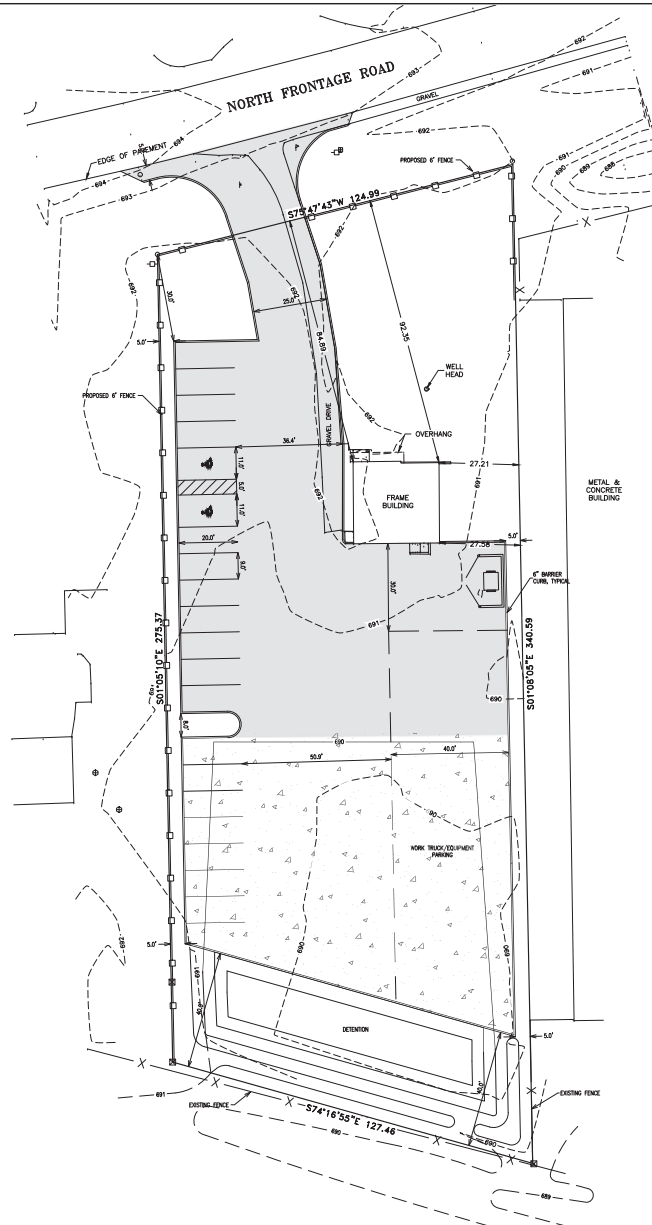
DATE OF SURVEY: 09/17/24

**FIELD WORK DATE:** 9/10/2024

REVISION DATE(S): (REV.2 9/18/2024) (REV.1 9/17/2024)

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION  
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES





LOCATION MAP

PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPLE MERIDIAN.

PROPERTY IDENTIFICATION NUMBER: 09-34-302-004

PROPERTY ADDRESS: 1033 N. FRONTAGE RD DARIEN, IL 60017

CLIENT: SALVADOR REYES 4415 N. CHERRY RD POTTING, IL 60461

#### BENCHMARKS

REFERENCE BENCHMARK: FARMHOUSE VILLAGE #1255 ELEVATION = 794.09 (NAD 83)

SITE BENCHMARK: BNC WAS SET ON NORTH POWER POLE OF N. FRONTAGE RD. ELEVATION = 695.1 (NAD 83)

#### SITE DETAILS

LOT AREA = 37,508 SF

EXISTING STRUCTURE TO REMAIN = 800 SF

PROPOSED PAVEMENT PARKING = 11,500 SF

PROPOSED CONCRETE PAVEMENT = 3,800 SF

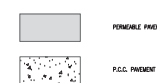
EMPLOYEE PARKING = 18 STALLS

ADA PARKING = 2 STALLS

#### NOTES

1. SITE LAYOUT AND STORM WATER AREA ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL ENGINEERING.
2. SITE IMPROVEMENT PLANS, STORM WATER REPORTS, AND OTHER SUPPORTING DOCUMENTS WILL BE SUBMITTED FOR APPROVAL AS PART OF THE SITE DEVELOPMENT AND BUILDING PERMIT PROCESS.
3. EXISTING CONDITIONS BASED ON TOPOGRAPHIC SURVEY PREPARED BY GEOTECH INC.
4. BOUNDARY BASED ON PLAT OF SURVEY PREPARED BY EXACTA LAND SURVEYORS, LLC, DATED 07/16/2024 - REG. 2.
5. EXISTING WATER LOCATED ON NORTH SIDE OF FRONTAGE ROAD. IF A CONNECTION IS DESIRED, IT WOULD NEED TO BE MADE VIA A TAP ACROSS N. FRONTAGE ROAD, BEING UNDER THE ROAD.
6. ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) PERMITS WILL BE REQUIRED FOR ANY WORK WITHIN FRONTAGE ROAD RIGHT OF WAY, SUCH AS PARKING AND STREET WORKING.

#### PAVEMENT LEGEND:



SEAL/STAMP

DATE: 10/25/24  
BY: [Signature]  
FOR: [Signature]

COSMOS RENTALS  
1033 N. FRONTAGE ROAD  
DARIEN, IL

CONCEPT PLAN

**GEOTECH INC.**  
CONSULTING ENGINEERS - LAND SURVEYORS  
1207 CEDARWOOD DRIVE CREST HILL, ILLINOIS 60403 815/730-1010

PROJECT NO. 21759  
DATE: 10/25/24  
DRAWN BY: TC  
CHECKED BY: CP

SHEET NO.

1

WARNING



CALL BEFORE  
YOU DIG

# ANGILERI, TOMA & ASSOCIATES

ATTORNEYS AND COUNSELORS



1450 Plainfield Rd Ste 1  
Darien, IL 60561

Tel. (630) 964-8499

Fax (630) 964-8399

Michael A. Angileri  
Jessica L. Angileri  
Nathan Toma  
Joe Baldwin

[angilerilaw@angilerilaw.com](mailto:angilerilaw@angilerilaw.com)

November 22, 2024

Via Email ONLY to [rmurphy@darienil.gov](mailto:rmurphy@darienil.gov)

City of Darien  
1702 Plainfield Rd  
Darien, IL 60561

RE: Zoning Variance for Coventry Gardeners & Landscaping, Ltd.  
Justification Narrative  
Property: 1033 Frontage Rd, Darien, IL 60561

Dear Mr. Murphy:

As you know, I am working with Coventry Gardeners & Landscaping, Ltd. with regard to a zoning change for the above referenced property. The basis of the rezoning is to change zoning to allow for the property to be used for a landscaping business and for parking of their trucks that are used in conjunction with their landscaping company. The lot in question has several neighboring businesses and while this property is currently zoned residential, the vast majority of the neighboring properties have been rezoned for business use. This includes a bar, a storage facility, a dog training park and an HVAC company among others. By allowing this property to be rezoned for business use would be in line with the other properties in the area that have already done so. The nature of the landscaping company would not create a hardship for any of the other business in the area or the remaining residential properties nearby. The positive impact that this location would have far outweigh any negative impacts to the community. My client is not looking to make any major structural changes to the building that currently exists on the property and plans to improve upon the general appearance of the building and property that it sits upon. We will be submitting plans for a approval and walk through the various steps required by the City in order to comply with all city codes and requirements. I look forward to working with you on this variance proposal and to a successful resolution for all parties.

Very truly yours,

*Michael Angileri*  
Michael Angileri  
MAA: ms

## Supplement II to PZC2024-13 application

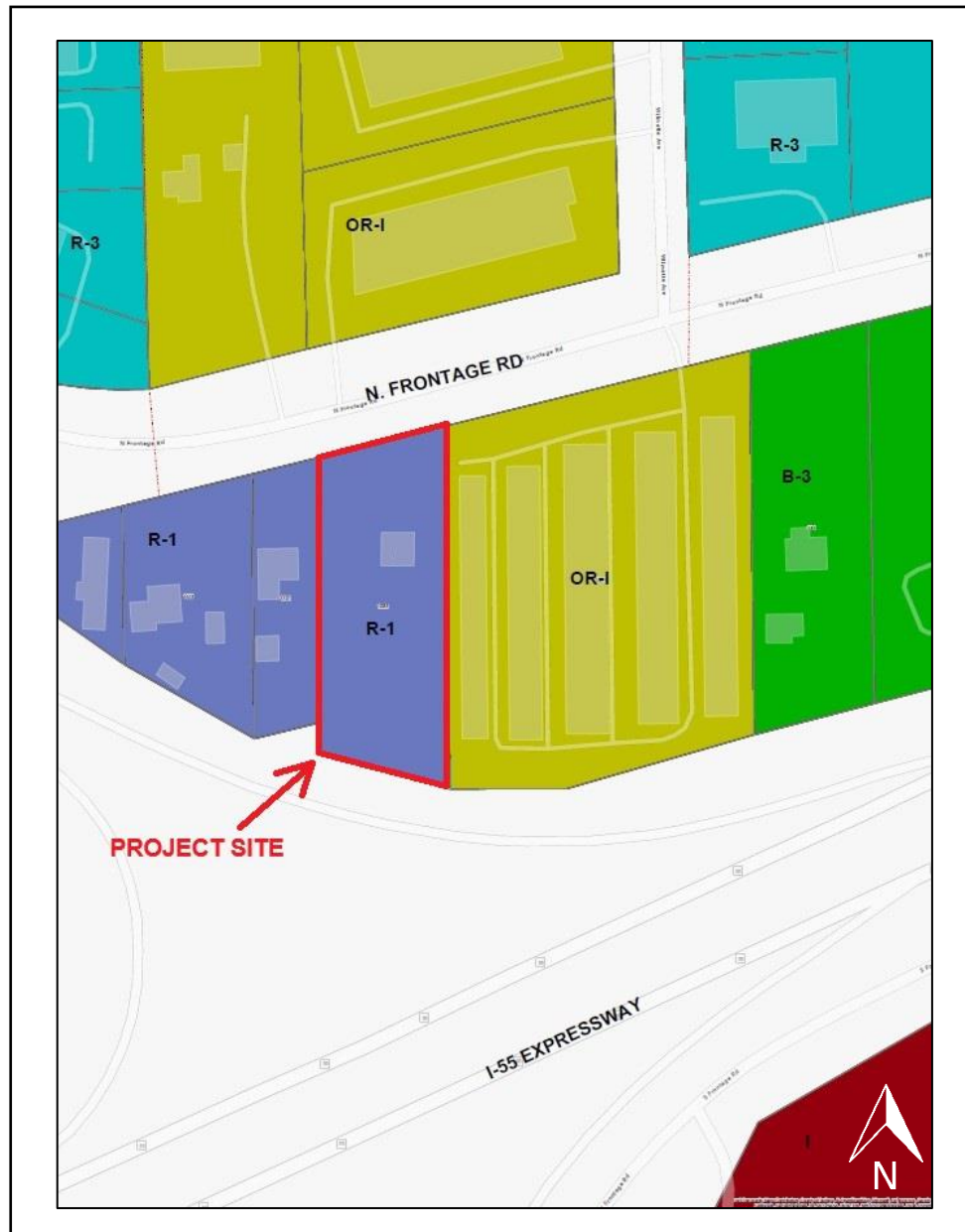
This memo is meant to supplement the application that has been made for a zoning variance for the property commonly known as 1033 N Frontage Rd, Darien, IL 60561. The Applicant desires a variance to the 30 foot set back line for the purposes of establishing a parking area that will be approximately 5 feet from the property line. This variance is required and justified in order to make this lot suitable for purposes of using the land for a contractor's storage yard for the landscape business for which it is intended. The variance will not alter the essential character of the locality. The property will not be able to be used as needed without this variance due to the nature of the business and the need for parking for the vehicles needed to run the business. The property cannot be redesigned in a way to do this any other way and the variation will not create a hardship for any of the neighbors nor will it create a burden on the neighboring properties. This area has largely been converted to commercial use and the proposed variation would be in line with properties in the area that have likewise changed zoning from a residential to commercial distinction. By changing the zoning and allowing the setback variance, the community and surrounding area received a greater benefit so that this property is more in line with the other lots that are now being used for business purposes.

  
Michael Angileri

**CITY OF DARIEN**  
**PLANNING AND ZONING COMMISSION**  
**JANUARY 15, 2025**

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**EXISTING ZONING**

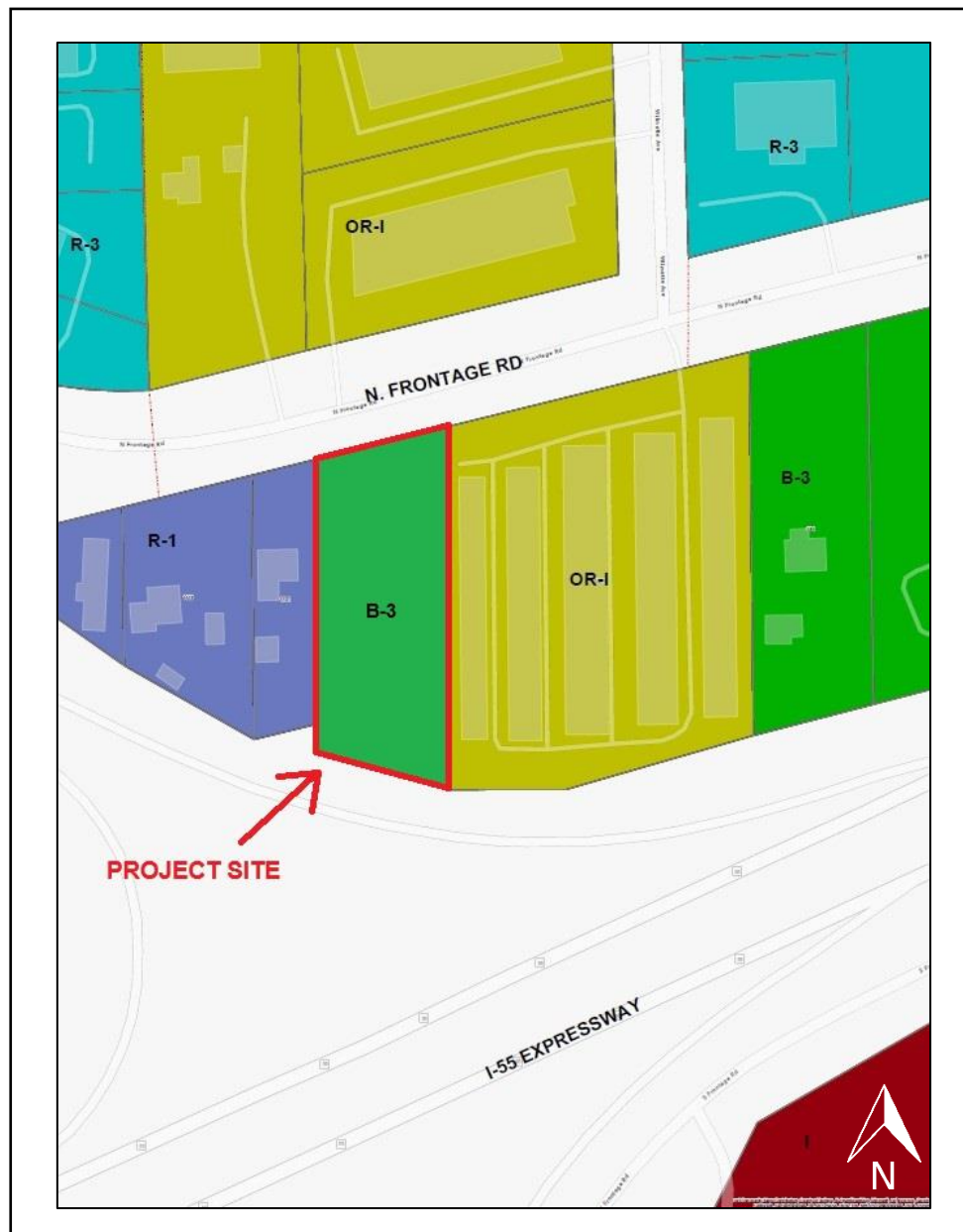


**Project No.: PZC2024-13 – 1033 N. Frontage Rd**

**CITY OF DARIEN**  
**PLANNING AND ZONING COMMISSION**  
**JANUARY 15, 2025**

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**PROPOSED ZONING**



**Project No.: PZC2024-13 – 1033 N. Frontage Rd**



# City of Darien

## Location of Non-Key Development Areas

Figure 12



### Legend

- Non-Key Development Areas
- Darien Municipal Boundary
- Adjacent Municipal Boundaries

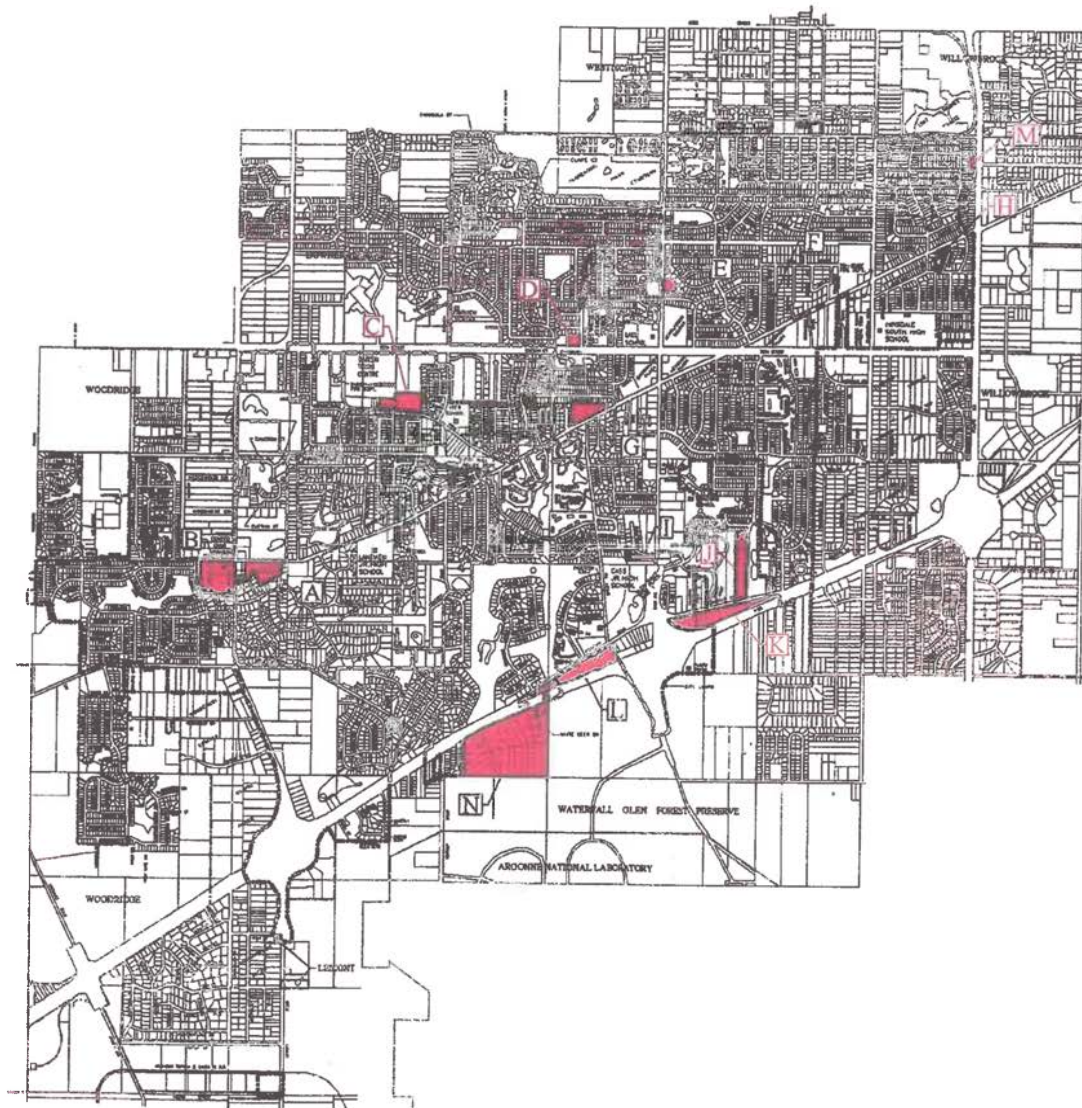




Figure 12 shows those areas where recommendations for land uses were made, but not called out as key development areas. These changes are presented in Table 10,

below. The policy statements included in this table are intended to provide a guide for development, as new proposals are presented to the City of Darien for consideration.

Table 10

**Non Key Development Areas  
Recommended and Existing Land Uses as of 2006**

Area ID	Existing Zoning	Existing Land Use	2001 Plan Designation	Policy Statement
A	R-3, Darien	Multi-family residence	Medium-density residence	Since the adoption of this Plan in 2002, these parcels have been assembled into one lot and multi-family residential building has been constructed for independent, affordable, senior housing, Myers Commons Senior Housing.
B	B-2, Darien	Commercial, office	Commercial, Office	Since the adoption of this Plan in 2002, this property has been redeveloped into a mixed use commercial/retail and office center.
C	R-2, Darien  Unincorporated DuPage County	Vacant	Low-density residential	Future land uses should be low-density residential, following a similar character and density of surrounding neighborhoods. It is recognized that this property is heavily wooded and contains many mature trees. Therefore, new development should preserve existing mature trees and other natural features.
D	B-1, Darien	Vacant	Office	This property should be developed with office uses. Office development would be more compatible with surrounding residences than retail, since offices are less active (and often closed) during the evening and on weekends when residents are home. Landscape screening should be provided as a buffer between residential and office uses. Restrictions should be placed on parking lot lighting, regulating glare, spillage, and hours of illumination.

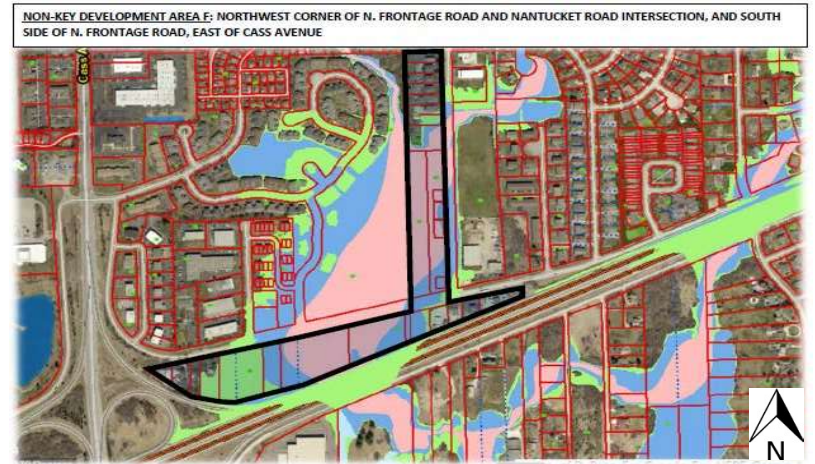
Area ID	Existing Zoning	Existing Land Use	2001 Plan Designation	Policy Statement
E	R-2, Darien	Single-family residence	Low-density residential	Since the adoption of this Plan in 2002, this site has been redeveloped into a single-family residential subdivision following the character and density of the surrounding neighborhood.
F	R-1, Darien	Darien Park District Admin. Offices	Low-density residential	If this property is sold by the Park District, future land uses should be single-family homes, following a similar character and density of surrounding neighborhoods.
G	O, Darien	Office	Office	Since the adoption of this Plan in 2002, the western portion of this area has been redeveloped with offices, comprising of 3, one-story office buildings. The remaining parcels to the east of the office buildings remain residential. As these parcels become available for redevelopment, they should be assembled to create a unified office development. Parcel assembly and the construction of office buildings, rather than converting existing single-family homes to office use, are key to the future redevelopment of this area. Landscape screening should be provided as a buffer between residential and office uses. Restrictions should be placed on parking lot lighting, regulating glare, spillage, and hours of illumination. Cross-access should be encouraged between adjacent properties, thereby limiting the number of curb cuts on Plainfield Road.
H	R-2, Darien	Marion Hills School	Low-density residential	Future land uses should be low-density residential, following a similar character and density of surrounding neighborhoods.
I	R-3, Darien	Multi-family residence	Medium-density residence	Since the adoption of this Plan in 2002, this property has been redeveloped with townhomes (single-family attached dwelling units).

Area ID	Existing Zoning	Existing Land Use	2001 Plan Designation	Policy Statement
J	Unincorporated DuPage County	Large lot, single-family residences	Medium-density residential	This property should be redeveloped with medium density residential uses, following the existing land use pattern of the Hidden Lakes Planned Development. It is recognized that this property contains many environmental features, including mature trees and wetlands. Environmental features should be preserved where possible, and new development should be integrated into the existing landscape.
K	R-1, Darien ORI, Darien Unincorporated DuPage County	Commercial Residences Storage facility Vacant parcels	Office	These properties should be assembled to create a unified office development. Buildings should have a residential design and scale. Landscape screening should be provided as a buffer between residential and office uses. Restrictions should be placed on parking lot lighting, regulating glare, spillage, and hours of illumination. Cross-access should be encouraged between adjacent properties, thereby limiting the number of curb cuts on Frontage Road.
L	R-1, Darien O, Darien Unincorporated DuPage County	Single-family residences Society of the Little Flower office Old Route 66 gas station building	Office	These properties should be assembled to create a unified office development. Buildings should have a residential design and scale. Landscape screening should be provided as a buffer between residential and office uses. Restrictions should be placed on parking lot lighting, regulating glare, spillage, and hours of illumination. Cross-access should be encouraged between adjacent properties, thereby limiting the number of curb cuts on Frontage Road.
M	R-2, Darien	Single-family residences	Commercial	Following the land use pattern established to the north and south along Route 83 in the area, the remaining residential properties should be assembled for one commercial development. Cross-access should be encouraged between adjacent properties, thereby limiting the number of curb cuts on Route 83.
N	Unincorporated DuPage County	Large lot, single-family residences New estate residential	Low-density residential	Future land uses should maintain the low-density residential character of the area. It is recognized that the area contains many large, mature trees. Therefore, new development should preserve existing trees and other natural features where possible.



## NON-KEY DEVELOPMENT AREA E

Location: Northwest corner of N. Frontage Road and Nantucket Road intersection, and south side of N. Frontage Road, east of Cass Avenue.



## NON-KEY DEVELOPMENT AREA F

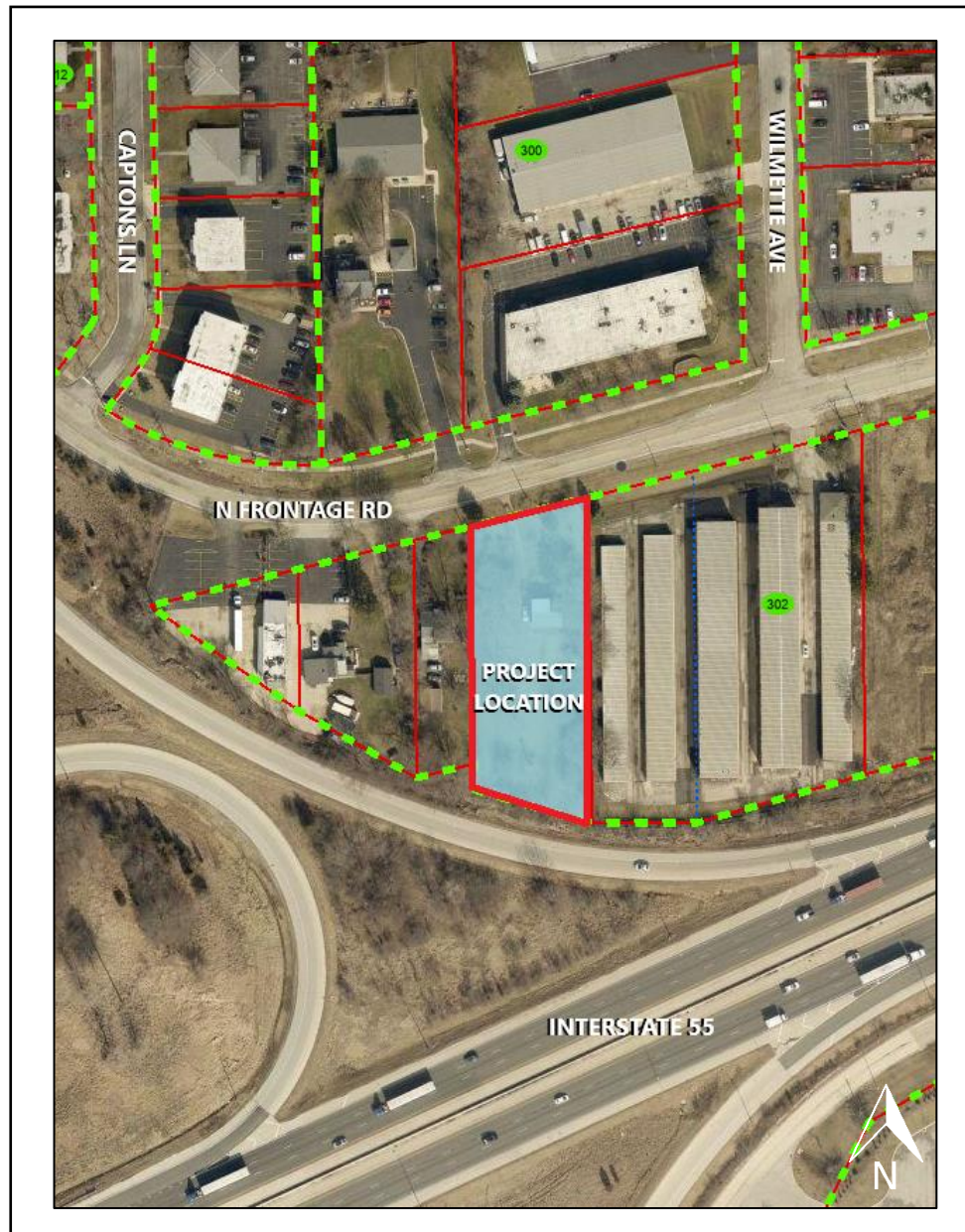
Location: South side interstate 55, west and north of waterfall glen forest preserve.



**CITY OF DARIEN**  
**PLANNING AND ZONING COMMISSION**  
**JANUARY 15, 2025**

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**LOCATION MAP**



**Project No.: PZC2024-13 – 1033 N. Frontage Rd**



ATTACHMENT 9









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

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REZONING PROPERTY FROM OR&I TO B-3,  
APPROVING A SPECIAL USE AND VARIATIONS FROM THE  
DARIEN ZONING ORDINANCE AND SIGN CODE**

**(PZC 2024-13: 1033 N. Frontage Road, Coventry Gardeners LLC)**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN**

**THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2025**

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**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this  
\_\_\_\_\_ day of February, 2025.**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE REZONING PROPERTY FROM R-1 TO B-3,  
APPROVING A SPECIAL USE AND VARIATIONS FROM THE  
DARIEN ZONING ORDINANCE**

**(PZC 2024-13: 1033 N. Frontage Road, Coventry Gardeners LLC)**

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

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

**WHEREAS**, the property described in Section 1 of this Ordinance (the “Subject Property”) is currently zoned R-1 Single Family Residence District; and

**WHEREAS**, the City received a petition to rezone the Subject Property from the R-1 Single Family Residence District, to the B-3 General Business District; and

**WHEREAS**, the City received a petition requesting a special use for a contractor’s storage yard for a landscaping business within the B-3 zoning district along with variations from the Zoning Ordinance; and

**WHEREAS**, pursuant to notice as required by the Illinois Municipal Code and the Darien Zoning Ordinance, a public hearing was conducted by the Planning and Zoning Commission on January 15, 2025 to consider the Petition; and

**WHEREAS**, based upon the evidence, testimony, and exhibits presented at the January 15, 2025 public hearing, the Planning and Zoning Commission voted 7-0 to recommend approval of the Petition to the Municipal Services Committee and City Council; and

**ORDINANCE NO. \_\_\_\_\_**

**WHEREAS**, based upon the evidence, testimony, and exhibits presented at the January 27, 2025 Municipal Services Committee meeting, the Committee unanimously recommended approval of the Petition; and

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

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

**SECTION 1: Subject Property.** The property which is the subject of this Ordinance is generally located at 1033 N. Frontage Road and legally described as follows (“Subject Property”):

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 34 AND RUNNING THENCE NORTH 39 DEGREES 55 MINUTES EAST 503.7 FEET; THENCE NORTH 0 DEGREES 32 MINUTES EAST 1396.98 FEET TO THE CENTER LINE OF UNITED STATES ROUTE NUMBER 66 (JOLIET ROAD) THENCE NORTH 77 DEGREES 32 MINUTES EAST ALONG SAID CENTER LINE 187.5 FEET FOR A PLACE OF BEGINNING; THENCE SOUTH 0 DEGREES 32 MINUTES WEST 541.95 FEET; THENCE NORTH 65 DEGREES 49 MINUTES EAST A DISTANCE OF 133.25 FEET; THENCE NORTH 0 DEGREES 32 MINUTES EAST, PARALLEL TO THE WEST LINES 516.45 FEET; THENCE SOUTH 77 DEGREES 32 MINUTES WEST ALONG THE CENTER LINE OF UNITED STATES ROUTE NUMBER 66 (JOLIET ROAD) 125.12 FEET TO THE PLACE OF BEGINNING; IN DUPAGE COUNTY, ILLINOIS, EXCEPTING THE SOUTHERLY 50.0 FEET OF UNITED STATES ROUTE NO. 66, MEASURED AT RIGHT ANGLES TO THE CENTER LINE OF SAID UNITED STATES ROUTE NO. 66, SAID EXCEPTION BEING DEDICATED FOR HIGHWAY PURPOSES; AND ALSO EXCEPT THEREFROM THAT PART OF TRACT C OF M.A. MATOUSEK'S PLAT OF SURVEY IN THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTH OF A STRAIGHT LINE WHICH INTERSECTS THE WEST LINE OF A TRACT AT A POINT 215 FEET NORTH OF THE SOUTHWEST CORNER OF TRACT C AND WHICH INTERSECTS THE EAST LINE OF TRACT C AT A POINT WHICH IS 125 FEET NORTH OF THE SOUTHEAST CORNER OF TRACT C, BEING THAT PART CONDEMNED FOR HIGHWAY PURPOSES, IN DUPAGE COUNTY, ILLINOIS.



**ORDINANCE NO.** \_\_\_\_\_

PIN: 09-34-302-004

**SECTION 2: Rezoning.** The Subject Property is hereby rezoned from R-1 Single Family Residence District to the B-3 General Business District.

**SECTION 3: Special Use Approved.** The City Council hereby approves a special use to permit a contractor's storage yard for a landscaping business within the B-3 General Business District.

**SECTION 4: Variations Approved.** The City Council hereby approves the following variations from the Zoning Ordinance and Sign Code:

- A. A variation from Section 5A-8-4-8(B)(1)(b)(2) of the City Zoning Code to allow for parking facilities to be located five feet from interior side property lines.

**SECTION 5: Conditions.** Approval is subject to the following conditions:

1. No residential uses shall be permitted on the site.
2. The existing building shall be converted to commercial use. If the structure cannot be converted following building evaluation, it shall be demolished, and a new office building shall be constructed subject to staff review and approval. The new building shall be permitted the existing interior side yards and shall comply with the front and rear yard requirements.
3. All traffic entering and exiting the site shall do so in a forward direction, without multi-point turns in the right-of-way.
4. All organic materials, soils, etc. shall be stored in the rear of the lot, in a three-walled enclosure and covered. The design and location shall be subject to staff review and approval.
5. The developer shall coordinate the removal of overgrowth and vehicle sight-line obstructions on the project site and within the right-of-way, subject to review by Engineering and Public Works staff, and approval from the Illinois Department of Transportation (IDOT).
6. All plans submitted to the City shall reflect any changes required by the Commission and/or staff. This condition applies to the site/grading plan, landscape plans, building plans, or other plans submitted to the City in connection with the project.
7. All exterior lighting to be directed in a way to avoid causing glare onto adjacent properties. The need for light shields to be verified during final inspection.
8. Driveway design and location are subject to IDOT review, approval and permit.
9. Applicant shall comply with comments per City Engineer letter, dated December 5, 2024

**ORDINANCE NO.** \_\_\_\_\_

**SECTION 6:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

**SECTION 7: Effective Date.** This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February, 2025.

AYES: \_\_\_\_\_  
\_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February, 2025.

ATTEST: \_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**ORDINANCE****BACKGROUND/HISTORY**

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

	ITEM	MODEL	QUANTITY	EXPLANATION
1	12,000 lbs. vertical vehicle lift	Rotary	1	cannot be certified - replaced
2	Misc. Car parts	n/a	1	obsolete
3	Craftsman Generator	n/a	1	in operable

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends the above be declared surplus property and auctioned using GovDeals, Inc or disposed of.

**ALTERNATE CONSIDERATION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council Agenda for formal approval.

**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

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

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL**

**OF THE**

**CITY OF DARIEN**

**THIS 3<sup>rd</sup> DAY OF FEBRUARY, 2025**

---

**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois,  
and this 3<sup>rd</sup> day of February, 2025**



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

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

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

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

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

	ITEM	MODEL#	QUANTITY	EXPLANATION
1	12,000 lbs. vertical vehicle lift	n/a	1	cannot be certified - replaced
2	Misc. Car parts	n/a	1	obsolete
3	Craftsman Generator	n/a	1	in operable

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

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

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

**ORDINANCE NO.** \_\_\_\_\_

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

**ATTEST:**

\_\_\_\_\_  
JOANNE RAGONA, CITY CLERK

**APPROVED AS TO FORM:**

\_\_\_\_\_  
CITY ATTORNEY

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to execute a contract with Lakeshore Recycling Systems, LLC, for the City of Darien's 2025 Street Sweeping Program not to exceed \$56,575.00.

**RESOLUTION**

**BACKGROUND/HISTORY**

The Municipal Services Department solicited for sealed bids for the City's street sweeping services to be conducted in May, September and November at a per hour unit cost. The Staff has estimated a total of 345 hours to complete all three cycles. The Department also requested unit pricing for emergency sweeping services due to water main breaks and construction activities. An amount of \$3,500 has been designated as a contingency for additional hours required for sweepings and emergency events. See attached Bid Summary Sheet labeled as [Attachment A](#). The proposed contract also calls out for two additional contract extensions for 2026 and 2027. The proposed contract extensions will be reviewed for performance in December of their respective years and a recommendation will be forwarded to the Budget Committee in February of their respective years.

The proposed expenditure would be expended from the following account pending FY 25-26 Budget approval:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25-26 BUDGET	PROPOSED EXPENDITURE
01-30-4373	YEARLY SWEEPING SERVICES	\$45,375.00	\$45,375.00
01-30-4373	EMERGENCY SWEEPS	\$1,200.00	TBD
01-30-4373	CONTINGENCY	\$3,500.00	TBD
<b>SUBTOTAL</b>		<b>\$50,075.00</b>	
01-30-4373	DISPOSAL	\$6,500.00	\$6,500.00
<b>TOTAL</b>		<b>\$56,575.00</b>	TBD

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Lakeshore Recycling Systems, LLC.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda for formal consideration and subject to the FY25-26 Budget approval.

## 2025-2027 STREET SWEEPING BID SUMMARY

**CITY OF DARIEN PUBLIC WORKS**  
**1702 PLAINFIELD ROAD**  
**DARIEN, IL 60561**

SEALED BID: 2025-2027 Street Sweeping Services

OPENING DATE/TIME: January 8, 2025 @ 10:30 a.m.

2025 PRICING SCHEDULE		Lakeshore Recycling Systems, LLC		Lakeshore Recycling Systems, LLC	
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE
1	MAY 5 - MAY 12	70	\$ 165.00	\$ 11,550.00	\$ 165.00
2	*JULY 7 - JULY 14	70	\$ 165.00	\$ 11,550.00	\$ -
3	SEPTEMBER 8 - SEPTEMBER 15	70	\$ 165.00	\$ 11,550.00	\$ 165.00
4	NOVEMBER 9 - NOVEMBER 16	135	\$ 165.00	\$ 22,275.00	\$ 165.00
	<b>SUBTOTAL-A</b>	<b>345</b>		<b>\$ 56,925.00</b>	<b>\$ 45,375.00</b>
	EMERGENCY CALL OUT	3	\$ 165.00	\$ 495.00	\$ 165.00
	<b>SUBTOTAL-B</b>	<b>3</b>		<b>\$ 495.00</b>	<b>\$ 495.00</b>
	TOTAL COST			\$ 57,420.00	\$ 45,870.00
	CONTINGENCY	1		\$ -	\$ 3,500.00
	<b>2025 BUDGET</b>			<b>\$ 57,420.00</b>	<b>\$ 49,370.00</b>
2026 PRICING SCHEDULE		Lakeshore Recycling Systems, LLC			
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		
1	MAY 4 - MAY 11	70	\$ 174.90	\$ 12,243.00	
2	JULY 6 - JULY 13	70	\$ 174.90	\$ 12,243.00	
3	SEPTEMBER 7 - SEPTEMBER 14	70	\$ 174.90	\$ 12,243.00	
4	NOVEMBER 9 - NOVEMBER 16	135	\$ 174.90	\$ 23,611.50	
	<b>SUBTOTAL-A</b>	<b>345</b>		<b>\$ 60,340.50</b>	
	EMERGENCY CALL OUT	3	\$ 174.90	\$ 524.70	
	<b>SUBTOTAL-B</b>	<b>3</b>		<b>\$ 524.70</b>	
	TOTAL COST			\$ 60,865.20	
	CONTINGENCY	1		\$ -	
	<b>2026 BUDGET</b>			<b>\$ 60,865.20</b>	
2027 PRICING SCHEDULE		Lakeshore Recycling Systems, LLC			
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		
1	MAY 10 - MAY 19	70	\$ 185.39	\$ 12,977.30	
2	JULY 6 - JULY 13	70	\$ 185.39	\$ 12,977.30	
3	SEPTEMBER 7 - SEPTEMBER 14	70	\$ 185.39	\$ 12,977.30	
4	NOVEMBER 8 - NOVEMBER 15	135	\$ 185.39	\$ 25,027.65	
	<b>SUBTOTAL-A</b>	<b>345</b>		<b>\$ 63,959.55</b>	
	EMERGENCY CALL OUT	3	\$ 185.39	\$ 556.17	
	<b>SUBTOTAL-B</b>	<b>3</b>		<b>\$ 556.17</b>	
	TOTAL COST			\$ 64,515.72	
	CONTINGENCY	1		\$ -	
	<b>2027 BUDGET</b>			<b>\$ 64,515.72</b>	



RESOLUTION NO. \_\_\_\_\_

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH  
LAKESHORE RECYCLING SYSTEMS, LLC FOR THE CITY OF DARIEN'S 2025  
STREET SWEEPING PROGRAM NOT TO EXCEED \$56,575.00**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a contract with Lakeshore Recycling Systems, LLC for the City of Darien's 2025 Street Sweeping Program not to exceed \$56,575.00, 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, DUPAGE  
COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,  
ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**SECTION II****BIDDER SUMMARY SHEET****STREET SWEEPING SERVICES FOR THE CITY OF DARIEN - 2025**

Firm Name: LRS, LLC  
Address: 1655 Powis Rd  
City, State, Zip Code: West Chicago, IL 60185  
Contact Person: Michael Alex Sales  
FEIN #: 80-0865048  
Phone: (630) 377-7000 Fax: ( ) N/A  
Mobile: (224) 297-4764  
E-mail Address: MSales@LRSRecycles.com

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

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

Schedule of Prices for:  
**STREET SWEEPING SERVICES**

<b>2025 SWEEPING PROGRAM 4-SWEEPINGS</b>				
STREET SWEEPING SERVICES SCHEDULE	ESTIMATED UNITS	UNIT	COST PER HOUR	TOTAL COST
MAY 5 <sup>th</sup> - MAY 12 <sup>th</sup>	70	HOURLY	\$165	\$11,550
*JULY 7 <sup>th</sup> - JULY 14 <sup>th</sup>	70	HOURLY	\$165	\$11,500
SEPTEMBER 8 <sup>th</sup> - SEPTEMBER 15 <sup>th</sup>	70	HOURLY	\$165	\$11,500
NOVEMBER 3 <sup>rd</sup> - NOVEMBER 10 <sup>th</sup>	135	HOURLY	\$165	\$22,275
<b>SUB-TOTAL-A</b>	<b>345</b>			<b>\$56,925</b>
EMERGENCY SERVICES	ESTIMATED UNITS	UNIT	COST PER HOUR	TOTAL COST
EMERGENCY CALL OUT	3	HOURLY	\$165	\$495
<b>SUB-TOTAL-B</b>	<b>3</b>			<b>\$495</b>
<b>TOTALS-SUBTOTAL A &amp; B 2025</b>				<b>\$57,420</b>
<b>DATES INDICATE TENTATIVE START DATE PERIOD</b>				

\*The July Sweep Service is subject to Budget approval and may not be included for any given year.

Total Cost in written form: Fifty-seven thousand, four hundred twenty dollars  
Breakdown Attached

### Vendor Information

The Maintenance Contract shall begin on May 1, 2025 and be in effect until April 30, 2026. Two optional contract extensions may be considered and will be reviewed for recommendation by March of the respective subsequent year.

#### TO BE COMPLETED BY VENDOR

COMPANY NAME: LRS, LLC

CONTACT PERSON: Michael Alex Sales


ADDRESS: 1655 Powers Rd,

CITY, STATE, ZIP CODE: West Chicago, IL 60185

TELEPHONE NUMBER: Office (630) 377-7000 Mobile (224) 297-4764

FACSIMILE NUMBER: N/A

E-MAIL ADDRESS: MSales@LRSRecycles.com

AUTHORIZED SIGNATURE: 



## CITY OF DARIEN

## CONTRACT

This Contract is made this 06 day of JANUARY, 2025 by and between the City of Darien (hereinafter referred to as the "CITY") and LHS, LLC (hereinafter referred to as the "CONTRACTOR").

### WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

**SECTION 2: SCOPE OF THE WORK AND PAYMENT:** The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below: **STREET SWEEPING SERVICES** (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

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

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

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

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

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

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

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

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

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

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

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

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

FOR: THE CITY

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

FOR: THE CONTRACTOR

By: 

Print Name: Michael Sales

Title: Operations Manager

Date: 01/06/2024

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

Consideration for the authorization to execute an Illinois Department of Transportation [Resolution](#), (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2025/26 General Maintenance items in the amount of \$800,375.90 for a period from May 1, 2025 through April 30, 2026. [BACKUP](#)

**BACKGROUND/HISTORY**

The City of Darien utilizes Motor Fuel Tax Funds (MFT) for expenditures related to various street maintenance functions. The funding provides for expenditures for such items as salaries, emergency tree trimming, the purchase of rock salt, storm sewer related items, various aggregate materials and road striping. Because MFT funds are utilized, the City Council is required to adopt a resolution authorizing the expenditure of the proposed funding related to the general maintenance items. Attached as, [Attachment A](#) is the Bureau of Local Road Forms Municipal Estimate of Maintenance Costs and Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 14222 and BLR 09150).

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the Resolution.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda, New Business for formal approval.





February 5, 2025

Mr. Jose Rios, P.E.  
Region One Engineer  
Division of Highways/Region One/District One  
201 W. Center Ct.  
Schaumburg, IL 60196-1096

RE: Section Number 26-00000-00-RF

Dear Mr. Rios,

In accordance with the Bureau of Local Roads and Streets Administrative Policy Manual, the following is an estimate of the allotted MFT monies to spend by the City during the Fiscal Year ending April 30, 2026:

Estimated Total Expenditures for:

FICA	\$20,770
IMRF	\$16,072
MEDICARE	\$ 4,858

**TOTAL        \$41,700**

If you have any questions regarding this matter, please contact Dan Gombac, Director of Municipal Services at [dgombac@darienil.gov](mailto:dgombac@darienil.gov) or via telephone at (630)353-8106.

Sincerely,  
CITY OF DARIEN

Daniel Gombac  
Director of Municipal Services

cc: Bryon Vana, City Administrator  
Julie Saenz, Director of Finance  
Marilin Solomon, P.E. IDOT

**Local Public Agency General Maintenance**Submittal Type **Estimate of Maintenance Costs**

District Estimate of Cost For

Local Public Agency		County	Section Number	Maintenance Period	
				Beginning	Ending
City of Darien		DuPage	26-00000-00-GM	05/01/25	04/30/26

**Maintenance Items**

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1)Aggregate Stone	IIA		Stone CA-6 CA-7	Tons	2,000	\$17.50	\$35,000.00	
(should main)	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	80	\$40.00	\$3,200.00	\$38,200.00
2)Snow & Ice	I		Road Salt-Joint Purchase	Tons	1,300	\$85.00	\$110,500.00	
	III		Labor -5 Gen Util Wkr City Staff	Av Hr	4,145	\$37.13	\$153,903.85	\$264,403.85
3)Storm Sewer Maint	I		Storm Sewer Material-environmentally friendly	LS	1	\$18,500.00	\$18,500.00	
	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	1,852	\$33.25	\$61,579.00	\$80,079.00
4)Pavement Marking	IIB		Striping-Paint-Thermal	LS	1	\$16,000.00	\$16,000.00	
	IIA		Labor-5 Gen Util Wkr	Av Hr	160	\$35.15	\$5,624.00	\$21,624.00
5)Street Sign Maint	IIA		Sign	LS	1	\$5,000.00	\$5,000.00	
	IIA		Labor-5 Gen Util Wkr City Wkrs	Av Hr	160	\$35.15	\$5,624.00	\$10,624.00
6)Mowing(Public ROW)	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	3,500	\$30.00	\$105,000.00	\$105,000.00
7)Catch Basin Cleaning Jetting	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	425	\$37.95	\$16,128.75	\$16,128.75
8)Tree Trimming	IIA		Tree Trimming-City Staff safety or emergency	Av Hr	760	\$25.00	\$19,000.00	
	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	371	\$45.15	\$16,750.65	\$35,750.65
9)Concrete Gen Maint Inspection	IIA		Labor-1 Gen Util Wkr City Staff	Av Hr	485	\$35.29	\$17,115.65	\$17,115.65
10)Energy power distribution	I		Power cost-contract ComEd/Constellation	LS	1	\$20,000.00	\$20,000.00	\$20,000.00
11)Crack Seal	IIB		Crack Seal-route & fill	LB	40,000	\$2.15	\$86,000.00	
			fiber asphlat	LB	42,500	\$1.50	\$63,750.00	\$149,750.00
<b>Total Operation Cost</b>								<b>\$758,675.90</b>

# Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
<input type="text" value="City of Darien"/>	<input type="text" value="DuPage"/>	<input type="text" value="26-00000-00-GM"/>	<input type="text" value="05/01/25"/>	<input type="text" value="04/30/26"/>

## Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$384,925.90			\$384,925.90
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$373,750.00			\$373,750.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
<b>Maintenance Total</b>	\$758,675.90			\$758,675.90

## Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
<b>Maintenance Engineering Total</b>				

<b>Total Estimated Maintenance</b>	\$758,675.90			\$758,675.90
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Remarks

## SUBMITTED

Local Public Agency Official Signature & Date

Title

City Clerk

County Engineer/Superintendent of Highways Signature & Date

## APPROVED

Regional Engineer Signature & Date

Department of Transportation

## IDOT Department Use Only

Received Location Received Date Additional Location?

<input type="text"/>	<input type="text"/>	<input type="checkbox"/>
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WMFT Entry By

Entry Date

<input type="text"/>	<input type="text"/>
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## Request for Expenditure/Authorization of Motor Fuel Tax Funds

Local Public Agency

City of Darien

Type

City

County

DuPage

Section Number

26-00000-00-GM

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction		
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security	\$41,700.00	n/a
Maintenance	\$758,675.90	
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
<b>TOTAL</b>	<b>\$800,375.90</b>	

Comments

Local Public Agency Official Signature & Date

Title

City Clerk

**Approved**

Regional Engineer Signature & Date  
Department of Transportation

Department of Transportation Use

Entered By

Date



## Itemization of Right-of-Way Request

[illegible]



# Resolution for Maintenance Under the Illinois Highway Code

District	County	Resolution Number	Resolution Type	Section Number
1	DuPage		Original	26-00000-00-GM

BE IT RESOLVED, by the Council of the City of  
Governing Body Type Local Public Agency Type  
Darien Illinois that there is hereby appropriated the sum of Eight Hundred  
Name of Local Public Agency  
Thousand Three Hundred Seventy-Five and 90/100----- Dollars ( \$800,375.90 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

05/01/25 to 04/30/26  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Darien  
Local Public Agency Type Name of Local Public Agency  
 shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Joanne E. Ragona City Clerk in and for said City  
Name of Clerk Local Public Agency Type Local Public Agency Type  
 of Darien in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency  
 provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Darien at a meeting held on 02/03/25  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 3rd day of February, 2025  
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

**APPROVED**

Regional Engineer Signature & Date  
 Department of Transportation

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

Preliminary approval of a resolution for the 2025 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program Contract with Suburban Concrete, Inc. in an amount not to exceed \$1,194,500.00 and to waive the residential \$75.00 permit fee application for concrete work.

**RESOLUTION****BACKGROUND/HISTORY**

The Sidewalk and Curb and Gutter Removal and Replacement Program calls for the removal and replacement of deficient rated sidewalk and curb and gutter. The rating system assigns to sidewalks a numerical rating of 1-5, with 5 being defined as an extreme hazard. The FY25-26 Budget will be allocating for the removal and replacement of all the identified sidewalks with current ratings of 4 and 5, deficient curb and gutter as it relates to the proposed road resurfacing project and quantities for the repair of concrete following main break restoration and street department repairs. The program also allows for resident call-ins when deficient sidewalks and curb and gutter are identified. See attached Program Quantities labeled as [Attachment A](#).

The contract also offers residents, at a pass through cost, the opportunity to remove and replace their deficient concrete driveways, aprons, and the curb and gutter fronting their apron. This will allow the City to remove and replace deficient sidewalk slabs fronting a deficient apron and would allow a resident to participate in the concrete replacement program to correct the apron deficiency. Staff is further requesting that the \$75.00 permit fee application be waived to residents that participate in the concrete program with the proposed vendor since the staff will be on site and inspecting the work.

Attached and labeled as [Attachment B](#), please find the prices received at the bid opening held on December 11, 2024. Staff received four (4) bids with the lowest bidder being Suburban Concrete, Inc.

**COMMITTEE RECOMMENDATION**

Pending final funding for the program, The Municipal Services Committee recommends approval of the contract from Suburban Concrete, Inc., in an amount not to exceed \$1,194,500.00 for the 2025 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program and to waive the residential \$75.00 permit fee application for concrete work. Staff identified additional savings reducing costs after the January 27, 2025 Municipal Services Committee meeting.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda under New Business for formal consideration and subject to the FY25-26 Budget approval.

## 2022 CONCRETE SIDEWALK, APRON AND CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM

	A	B	C	D	E	F	G
1	<b>SIDEWALK COST:</b>						
2	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST STREET DEPT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
3	DEFICIENT SIDEWALK-PCC-SIDEWALK IN PLACE	15,000	SQUARE FOOT	\$ 9.00	\$ 135,000.00		\$ 135,000.00
4	ADA SIDEWALK	7,500	SQUARE FOOT	\$ 27.00	\$ 202,500.00		\$ 202,500.00
5	SIDEWALK RESTORATION-WATER DEPT	1,100	SQUARE FOOT	\$ 9.00		\$ 9,900.00	\$ 9,900.00
6	<b>TOTAL SIDEWALK COST:</b>				<b>\$ 337,500.00</b>	<b>\$ 9,900.00</b>	<b>\$ 347,400.00</b>
7	<b>APRON COST:</b>						
8	APRON REMOVAL AND REPLACEMENT-PW PROJECTS-PCC-DRIVE WAY APRON	3,000	SQUARE FOOT	\$ 9.50	\$ 28,500.00		\$ 28,500.00
9	CONCRETE SEALER	3,000	SQUARE FOOT	\$ 4.50	\$ 13,500.00		\$ 13,500.00
10	APRON RESTORATION	2,500	SQUARE FOOT	\$ 9.50		\$ 23,750.00	\$ 23,750.00
11	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 4.50		\$ 11,250.00	\$ 11,250.00
12	<b>TOTAL APRON COSTS:</b>				<b>\$ 42,000.00</b>	<b>\$ 35,000.00</b>	<b>\$ 77,000.00</b>
13	<b>CURB AND GUTTER COST:</b>						
14	DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	STREET DEPARTMENT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
15	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM	21,000	LINEAL FOOT	\$ 33.00	\$ 693,000.00		\$ 693,000.00
16	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM CONTINGENCY	1,200	LINEAL FOOT	\$ 33.00	\$ 39,600.00	\$ -	\$ 39,600.00
17	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM ADA COMPLIANT	2,500	LINEAL FOOT	\$ 15.00	\$ 37,500.00	\$ -	\$ 37,500.00
17	<b>TOTAL CURB AND GUTTER COST:</b>				<b>\$ 770,100.00</b>	<b>\$ -</b>	<b>\$ 770,100.00</b>
18	<b>TOTAL PROPOSED EXPENDITURE</b>				<b>\$ 1,149,600.00</b>	<b>\$ 44,900.00</b>	<b>\$ 1,194,500.00</b>
19							

## 2025 CONCRETE PROGRAM COST SUMMARY

	A	B
	ACCOUNT NO. AND DESCRIPTION	BUDGET ALLOCATION
23	25-35-4380 SIDEWALK PROGRAM	\$ 135,000.00
24	25-35-4380 SIDEWALK PROGRAM-ADA	\$ 202,500.00
25	25-35-4380 CURB AND GUTTER ADA CURB	\$ 37,500.00
26	<b>25-35-4380 BUDGET</b>	<b>\$ 375,000.00</b>
27		
28	25-35-4383 CURB AND GUTTER	\$ 693,000.00
29	25-35-4383 CURB AND GUTTER CONTINGENCY	\$ 39,600.00
30	25-35-4383 APRON REMOVAL AND REPLACEMENT-PW PROJECTS CURB AND GUTTER RELATED	\$ 28,500.00
31	25-35-4383 APRON SEALER-PW PROJECTS-	\$ 13,500.00
32	<b>23-35-4383 BUDGET</b>	<b>\$ 774,600.00</b>
33		
34		
35	02-50-4231-MAINT WATER SYSTEM-FLATWORK SIDEWALK	\$ 9,900.00
36	02-50-4231-MAINT WATER SYSTEM-FLATWORK APRON	\$ 35,000.00
37	02-50-4231-MAINT WATER SYSTEM-FLATWORK CURB & GUTTER	\$ -
38	SUB TOTAL	\$ 44,900.00
39	<b>BUDGET</b>	<b>\$ 44,900.00</b>
40	<b>TOTAL PROGRAM COST</b>	<b>\$ 1,194,500.00</b>



**CITY OF DARIEN PUBLIC WORKS**  
**1702 PLAINFIELD ROAD**  
**DARIEN, IL 60561**

SEALED BID: 2025 Concrete Program

OPENING DATE/TIME: December 11, 2024 @ 9:00 a.m.

ITEM	DESCRIPTION	Quantity - Maximum Proposed	Kens Landscaping & Supply Inc.		Suburban Concrete, Inc.		Davis Concrete Construction Co.		Schroeder & Schroeder, Inc.	
			bid check-addendum		bid bond-addendum		bid bond-addendum		bid bond	
			Unit	Cost	Unit	Cost	Unit	Cost	Unit	Cost
1	PCC-Sidewalk in place	6,000- <b>10,000</b>	\$ 12.50	\$ 125,000.00	\$ 9.00	\$ 90,000.00	\$ 13.00	\$ 130,000.00	\$ 11.50	\$ 115,000.00
2A	PCC-Sidewalk in place w/curb-ADA	3,000- <b>5,000</b>	\$ 12.50	\$ 62,500.00	\$ 27.00	\$ 135,000.00	\$ 28.00	\$ 140,000.00	\$ 46.50	\$ 232,500.00
2B	PCC-Curb ADA	2,000- <b>4,000</b>	\$ 55.10	\$ 220,400.00	\$ 15.00	\$ 60,000.00	\$ 25.00	\$ 100,000.00	\$ 28.00	\$ 112,000.00
3A	PCC-Driveway Apron	2,000- <b>10,500</b>	\$ 13.25	\$ 139,125.00	\$ 6.00	\$ 63,000.00	\$ 14.00	\$ 147,000.00	\$ 15.00	\$ 157,500.00
3B	PCC-Driveway Apron w/fiber mesh	2,000- <b>15,500</b>	\$ 14.00	\$ 217,000.00	\$ 9.50	\$ 147,250.00	\$ 15.00	\$ 232,500.00	\$ 17.50	\$ 271,250.00
4	PCC Curb & Gutter w/grout	21,500- <b>27,500</b>	\$ 54.75	\$ 1,505,625.00	\$ 33.00	\$ 907,500.00	\$ 42.00	\$ 1,155,000.00	\$ 34.00	\$ 935,000.00
5	Driveway concrete w/wire or fiber mesh concrete mix	TBD	\$ 14.00	\$ 14.00	\$ 20.00	\$ 20.00	\$ 15.00	\$ 15.00	\$ 30.00	\$ 30.00
6	Concrete sealer-apron	TBD	\$ 0.55	\$ 0.55	\$ 4.50	\$ 4.50	\$ 4.00	\$ 4.00	\$ 2.50	\$ 2.50
7	Concrete sealer-driveway	TBD	\$ 0.55	\$ 0.55	\$ 4.50	\$ 4.50	\$ 4.00	\$ 4.00	\$ 2.50	\$ 2.50
8	High Early Cement 7-Bag Mix	TBD	\$ 245.00	\$ 245.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 250.00	\$ 250.00
	<b>TOTALS</b>			<b>\$ 2,269,910.10</b>		<b>\$ 1,403,079.00</b>		<b>\$ 1,904,723.00</b>		<b>\$ 1,823,535.00</b>
			as read	\$ 2,269,650.00						

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2025 CONCRETE SIDEWALK, APRON, CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM WITH SUBURBAN CONCRETE, INC., IN AN AMOUNT NOT TO EXCEED \$1,194,500.00 AND TO WAIVE THE RESIDENTIAL \$75.00 PERMIT FEE APPLICATION FOR CONCRETE WORK**

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

**SECTION 1:** The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the 2025 Concrete Sidewalk, Apron, Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete, Inc., in an amount not to exceed \$1,194,500.00, attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

**SECTION 2:** The \$75.00 permit fee is waived for residents who participate in the program.

**SECTION 3:** 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 3<sup>rd</sup> day of February 2025.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**SECTION II****BIDDER SUMMARY SHEET****2025 CITY OF DARIEN SIDEWALK/DRIVEWAY/APRON AND CURB AND GUTTER  
CONCRETE REPLACEMENT PROGRAM**Firm Name: SUBURBAN CONCRETE INC.Address: 21227 COMMERCIAL DRCity, State, Zip Code: MINNEAPOLIS IL 60060Contact Person: JOHN LEVERKXFEIN #: 36-3590969Phone: (848) 837-8805 Fax: ( ) \_\_\_\_\_Mobile: (848) 833-2050E-mail Address: SUBURBANCONCRETE@COMCAST.NET**RECEIPT OF ADDENDA:** The receipt of the following addenda is hereby acknowledged:Addendum No. 1, Dated ISSUE DATE 11-21-24

Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_

## Schedule of Prices for:

### SUMMARY SCHEDULE

All bids shall be sealed and returned prior to the bid opening at 9:00 a.m. on Wednesday, December 11, 2024 at the City of Darien, 1702 Plainfield Road, Darien, Illinois, 60561.

NO.	DESCRIPTION	QUANTITY	UNIT		UNIT COST	TOTAL COST
1.	PCC-SIDEWALK IN PLACE	6,000-10,000	SQUARE FOOT	10,000 X Unit Cost	9.00	90,000.00
2.A.	PCC-SIDEWALK IN PLACE WITH CURB-ADA	3,000-5,000	SQUARE FOOT	5,000 X Unit Cost	27.00	135,000.00
2.B.	PCC- CURB-ADA	2,000-4,000	LINEAL FOOT	4,000 X Unit Cost	15.00	60,000.00
3.A.	PCC-DRIVE WAY APRON	2,000-10,500	SQUARE FOOT	10,500 X Unit Cost	6.00	63,000.00
3.B.	PCC-DRIVE WAY APRON WITH FIBER MESH	2,000-15,500	SQUARE FOOT	15,500 X Unit Cost	9.50	147,250.00
4.	PCC CURB AND GUTTER – WITH CONCRETE GROUT (CLSM)	21,000-27,500	LINEAL FOOT	27,500 X Unit Cost	33.00	907,500.00
5.	DRIVEWAY CONCRETE WITH WIRE MESH OR FIBER MESH CONCRETE MIX	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	20.00	20.00
6.	CONCRETE SEALER – APRON	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.50	4.50
7.	CONCRETE SEALER – DRIVEWAY	TO BE DETERMINED	SQUARE FOOT	1 X Unit Cost	4.50	4.50
8.	HIGH EARLY CEMENT 7-BAG MIX	TO BE DETERMINED	CUBIC YARD	1 X Unit Cost	300.00	300.00
9.	<b>TOTAL PROJECT COST</b>				\$1,403,079.00	

Total Project Cost in written form: ONE MILLION FOUR HUNDRED THREE THOUSAND

SEVENTY-NINE DOLLARS & ZERO CENTS

Below, please find an item description of the abovementioned:

- 1 - This item will include the following:
  - Removal of existing concrete sidewalk with a GRADALL
  - Placement of forms shall consist of slip-forms
  - Placement and finishing of the concrete sidewalk
  - Unit of measurement for pay item is per square foot
  - Sidewalk thickness shall be at 4-inches, except through the driveway which shall be at 5-inches.
- 2 -A. B This item will include the following:
  - Placement and finishing of the concrete sidewalk to comply with the American with Disabilities Act for depressing sidewalk at intersections as requested.
  - Removal of existing concrete sidewalk with a GRADALL
  - Furnish and install ADA panel per attached IDOT specifications, See Sheet Detail 1-A or 1-B
  - Furnish and install side curb, meet to existing adjacent grade and/or as directed by the City representatives and per the attached IDOT specifications, See Sheet Detail 1-A or 1-B



## VENDOR INFORMATION

The Contract shall begin on May 1, 2025 and be in effect until April 30, 2026.

### TO BE COMPLETED BY VENDOR

COMPANY NAME: SUBURBAN CONCRETE INC.

CONTACT PERSON: Phil Henry

ADDRESS: 21227 W COMMERCIAL DR

CITY, STATE, ZIP CODE: MUNDEN IL 60060

TELEPHONE NUMBER: Office: 847-837-8805 Mobile: 847-833-2046

FACSIMILE NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: SUBURBANCONCRETE@COMCAST.NET

AUTHORIZED SIGNATURE:  \_\_\_\_\_

## CITY OF DARIEN

## CONTRACT

This Contract is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Darien (hereinafter referred to as the "CITY") and \_\_\_\_\_ (Hereinafter referred to as the "CONTRACTOR").

### WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

**Unit Pricing for the Sidewalk/Driveway/Apron & Curb & Gutter Concrete Replacement Program**

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

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

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

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out

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

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

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS

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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Mayor \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Contract Bond

We, a/an ☐ Individual ☐ Co-partnership ☐ Corporation organized under the laws of the State of \_\_\_\_\_, as PRINCIPAL, and \_\_\_\_\_ as SURETY, are held and firmly bound unto the above Local Agency (hereafter referred to as "LA") in the penal sum of \_\_\_\_\_ Dollars ( \_\_\_\_\_ ).

Lawful money of the United States, well and truly to be paid unto said LA, for the payment of which we bind ourselves, our heirs, executors, administrators, successors, jointly to pay to the LA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said Principal has entered into a written contract with the LA acting through its awarding authority for the construction of work on the above section, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixture or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**PRINCIPAL**

(Company Name)

(Company Name)

By: \_\_\_\_\_  
(Signature & Title)

By: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

Attest: \_\_\_\_\_  
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

(Insert names of individuals signing on behalf of PRINCIPAL)

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

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

My commission expires \_\_\_\_\_  
Notary Public \_\_\_\_\_ **SEAL)**

**SURETY**

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notary seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

My commission expires \_\_\_\_\_ (SEAL)  
Notary Public

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Attest:  
(Awarding Authority)

Clerk  
(Chairman/Mayor/President)

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A resolution accepting the unit price proposal for analytical soil testing fees from Testing Service Corporation at the proposed unit prices for certain waste for a period of May 1, 2025 through April 30, 2026.

**RESOLUTION**

**BACKGROUND**

During the year, the department generates excavated materials from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and ditching projects. On July 30, 2011, Public Act 96-1416 Clean Construction or Demolition Debris (CCDD), became law. The law required the Illinois EPA to propose rules to establish technical requirements for CCDD facilities; set operating standards for uncontaminated soil fill operations; and develop standards for the maximum allowable concentrations of chemical constituents in uncontaminated soil generated during construction or demolition activities and used as fill material.

The law affects owners and operators of CCDD facilities and uncontaminated soil fill operations as well as governmental entities, road builders, landscapers, and other contractors and excavators that deliver CCDD or uncontaminated soil generated from construction or demolition activities to CCDD facilities and uncontaminated soil fill operations.

Staff requested competitive quotes for the required analytical testing services and received two (2) competitive quote (see [Attachment A](#)). The lowest bid was provided by Testing Service Corporation. The pricing is to be held in place from May 1, 2025 to April 30, 2026.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project generating the waste. The total estimated costs for all maintenance and budgetary programs for this item are \$26,000.00.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends accepting the unit price proposal for analytical soil testing fees from Testing Service Corporation at the proposed unit prices.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda for formal approval.



## 2025 City of Darien Analytical Soil Testing

	Testing Service Corporation		Clean Soils Consulting
	Unit Cost		Unit Cost
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	Each	\$ 700.00	\$ 570.00
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	Hour	\$ 160.00	\$ 140.00
Use of PID Instrument for Screening Soils	Each	\$ 50.00	\$ 140.00
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with summary report describing sampling procedures followed and results of analytical testing.	Each	\$ 700.00	\$ 970.00
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	Each	\$ 450.00	\$ 385.00
<b>ANALYTICAL TEST</b>			
VOCs	Each	\$ 180.00	\$ 204.00
SVOCs	Each	\$ 310.00	\$ 350.00
PNAs	Each	\$ 160.00	\$ 182.00
RCRA 8 Total metals	Each	\$ 142.00	\$ 160.00
RCRA 8 TCLP metals	Each	\$ 252.00	\$ 286.00
PH	Each	\$ 30.00	\$ 27.00
Preserved vials for volatile testing	Each	\$ 16.00	\$ 22.00
Pesticides/PCBs	Each	\$ 190.00	\$ 216.00
Herbicides	Each	\$ 300.00	\$ 340.00
BTEXs	Each	\$ 65.00	\$ 74.00
EPA 351AC1100 Full Panel	Each	\$ 1,742.00	\$ 1,880.00
TOTAL		\$ 5,447.00	\$ 5,946.00

Typically site time is 3 to 4 hours

\*Does not include additional analytical testing

\*\*Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change

Note analytical costs for 7 to 10 day turn around

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FOR ANALYTICAL  
SOIL TESTING FEES FROM TESTING SERVICE CORPORATION AT THE  
PROPOSED UNIT PRICES FOR CERTAIN WASTE FOR A PERIOD OF  
MAY 1, 2025 THROUGH APRIL 30, 2026**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Testing Service Corporation for analytical soil testing fees per the unit price proposal for a period of May 1, 2025 through April 30, 2026, 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 3<sup>rd</sup> day of February 2025.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

RES

City of Warren is seeking quotes to provide testing services for construction material spoils generated from repair, maintenance, and installation of municipal utilities for a period January 1 2025 to December 31 2026.

## UNIT COST

Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal

EACH \$700

Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit

HOUR \$160

Typically site time is 3 to 4 hours.

Use of PID Instrument for Screening Soils

HOUR \$50

Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with a summary report describing sampling procedures followed and results of analytical testing.

EACH \$700

If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.

EACH \$450

\* Does not include further additional analytical testing.

## ANALYTICAL TEST

VOCs

EACH \$180

SVOCs

EACH \$310

PNAs

EACH \$160

RCRA 8 Total metals

EACH \$142

RCRA 8 TCLP Metals

EACH \$252

PH

EACH \$30

Preserved Vials for volatile testing

EACH \$16

Pesticides/PCBs

EACH \$190

Herbicides

EACH \$300

BTEXs

EACH \$65

EPA 351AC1100 Full Panel

EACH \$1,742

TOTAL

5447.00

\*\* Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change

Note analytical costs for 7 to 10 day turn around.

Testing Service Corporation

Aaron Ulrey - Senior Geologist



**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design engineering services related to the design, preparation of bidding documents and construction engineering for installation of standby generators at three locations within the City of Darien. The three locations are City Hall, Plainfield Road Potable Water Pump Station and Police Station, in an amount not to exceed \$71,300.

**RESOLUTION**

**BACKGROUND**

Currently the City has backup diesel generators at the City Hall, Police Department and Water Plant Two in the event of a power outage. The existing generators provide limited power to the buildings and equipment and range in age from 30 to 35 years. The generators continue to have ongoing maintenance issues and require replacement for efficient state of the art equipment.

The FY24-25 Budget includes generators to be removed and replaced at the abovementioned locations. During Staff's research it was determined that services of an electrical engineer will be required due to the various electrical distribution loads required to serve the facilities to an optimal level.

Staff has reached out to Christopher Burke Engineering to review and prepare the generator bid specification for each location. See [Exhibit A](#). Three bids will be selected for further review, the project will be based on qualifications and performance. The following services would be provided by Christopher Burke Engineering:

**Task 1 – Data Collection:** CBBEL will review electrical and site plan record drawings of the building provided by the City. CBBEL will visit each site to examine the existing conditions of the electrical panels and service entrance.

**Task 2 – Preparation of Plans and Specifications (3 sets):** CBBEL will use available record drawings of the buildings and sites to prepare base sheets of the installation of the new generators. CBBEL will prepare specifications of the proposed generators and provide construction details as required to describe the work including foundation details, if needed. CBBEL will prepare documents sufficient in detail to solicit qualified contractors to provide proposals to the City

**Task 3 – Preparation of Opinion of Probable Construction Cost:** CBBEL will prepare an opinion of probable construction cost for the proposed improvements.

**Task 4 – Assistance with Solicitation of Proposals:** CBBEL will solicit proposals from three qualified contractors. CBBEL will attend a pre-proposal meeting with contractors on site, answer requests for information (RFI) prior to due date, review proposals received and make recommendation for contract award.

**Task 5 – Construction Engineering:** Under this task CBBEL will provide part-time construction observation. This task assumes an effort of 12 hours per week for 8 weeks.

### **ESTIMATE OF FEE**

Task 1 – Data Collection	\$ 2,500
Task 2 – Preparation of Plans and Specifications	\$46,500
Task 3 – Preparation of Opinion of Probable Construction Cost	\$ 2,500
Task 4 – Assistance with Solicitation of Proposals	\$ 3,000
Task 5 – Construction Engineering	<u>\$16,800</u>
TOTAL	\$71,300

The following funds would be expended from the following accounts. Pending bid results additional funding may be required and would be requested for consideration through the FY25-26 Budget.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24-25 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4223	Street Dept. – Maintenance Building Police and Admin	\$172,147	\$35,650	\$136,497
02-50-4325	Water Dept. – Contractual Services	\$157,000	\$35,650	\$121,350
TOTALS		N/A	\$71,300	N/A

### **COMMITTEE ECOMMENDATION**

The Municipal Services Committee recommends authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design engineering services related to the design, preparation of bidding documents and construction engineering for installation of standby generators at three locations within the City of Darien. The three locations are City Hall, Plainfield Road Potable Water Pump Station and Police Station, in an amount not to exceed \$71,300.

### **ALTERNATE CONSIDERATION**

As directed by the City Council.

### **DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda for formal approval.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. (CBBEL) FOR THE PROFESSIONAL DESIGN ENGINEERING SERVICES RELATED TO THE DESIGN, PREPARATION OF BIDDING DOCUMENTS AND CONSTRUCTION ENGINEERING FOR INSTALLATION OF STANDBY GENERATORS AT THREE LOCATIONS WITHIN THE CITY OF DARIEN. THE THREE LOCATIONS ARE CITY HALL, PLAINFIELD ROAD POTABLE WATER PUMP STATION AND POLICE STATION, IN AN AMOUNT NOT TO EXCEED \$71,300**

**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 Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design engineering services related to the design, preparation of bidding documents and construction engineering for installation of standby generators at three locations within the City of Darien. The three locations are City Hall, Plainfield Road Potable Water Pump Station and Police Station, in an amount not to exceed \$71,300, 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 3<sup>rd</sup> day of February 2025.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. 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

November 21, 2024

City of Darien  
1041 S. Frontage Road  
Darien, IL 60561

Attention: Mr. Kris Thom  
Superintendent of Municipal Services

Subject: Proposal for Professional Engineering Services  
Design and Construction of Three Standby Generators

Dear Mr. Thom:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is submitting this proposal for professional engineering services related to the design, preparation of bidding documents and construction engineering for installation of standby generators at three locations within the City of Darien. The three locations are City Hall, Plainfield Road Potable Water Pump Station and Police Station.

### **UNDERSTANDING OF ASSIGNMENT**

The City of Darien has requested CBBEL to submit a proposal for professional engineering services for the design and preparation of RFP documents for the installation of new standby generators at City Hall, Police Station and Potable Water Pump Station. The City would like a generator sized to power the entire electrical load of the City Hall and Police Station facilities. The new generators would replace existing generators and be generally the same locations as existing. The generator at the pump station is located inside the pump station. The City would also like CBBEL to provide construction engineering services.

### **SCOPE OF SERVICES**

Task 1 – Data Collection: CBBEL will review electrical and site plan record drawings of the building provided by the City. CBBEL will visit each site to examine the existing conditions of the electrical panels and service entrance.

Task 2 – Preparation of Plans and Specifications (3 sets): CBBEL will use available record drawings of the buildings and sites to prepare base sheets of the installation of the new generators. CBBEL will prepare specifications of the proposed generators and provide construction details as required to describe the work including foundation details, if needed. CBBEL will prepare documents sufficient in detail to solicit qualified contractors to provide proposals to the City.

Task 3 – Preparation of Opinion of Probable Construction Cost: CBBEL will prepare an opinion of probable construction cost for the proposed improvements.

Task 4 – Assistance with Solicitation of Proposals: CBBEL will solicit proposals from three qualified contractors. CBBEL will attend a pre-proposal meeting with contractors on site, answer requests for information (RFI) prior to due date, review proposals received and make recommendation for contract award.

Task 5 – Construction Engineering: Under this task CBBEL will provide part-time construction observation. This task assumes an effort of 12 hours per week for 8 weeks. The Resident Engineer (RE) will perform the following duties:

- Log all Contractor data received and maintain a log book of shop drawings and submissions so as to track the status of submittals.
- Review Contractor's submittals for compliance with the intent of the Contract Documents.
- Prepare shop drawing review correspondence providing Contractor with our review comments and if submittals comply with intent of Contract Documents.
- Aid in the coordination and delivery of City procured generator and initial review of condition of equipment delivered to the site.
- Notify the City of deficiencies, deviations or substitutions. With the notification, provide the City with an opinion for acceptance or denial, and request direction from the City regarding the deviation or substitution.
- Advise the City when disapprovals may be necessary due to failing to conform to the Contract Documents.
- Provide office support to the Resident Engineer related to interpretation of Contract Documents.
- Maintain office files of project correspondence.
- When present on site, observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The Resident Engineer will keep the City informed of the progress of the work.
- Serve as the City's liaison with the Contractor working principally through the Contractor's field superintendent.
- Attend construction conferences. Maintain and circulate copies of meeting notes.
- Provide clarification(s) related to the intent of the Contract Documents.
- Review the Contractor's schedule at construction conferences and compare actual progress of work to Contractor's proposed construction schedule.
- Review Contractor's procedure for maintaining record drawings and field changes which may occur during the course of work.
- Maintain orderly files for correspondence, reports of job conferences, shop drawings and other submissions, reproductions or original Contract Documents including all addenda, change order and additional drawings issued subsequent to the award of the contract.
- Record the names, addresses and phone numbers of all contractors, subcontractors and major material suppliers in a field diary.
- For days in which the RE is present on site, keep a daily report book, which shall contain a daily report and quantity of hours on the job site, weather conditions, list of visiting officials, daily activities, job decisions and observations as well as general and specific observations and job progress.

- Prior to final walk through, submit to the Contractor a list of observed items (punch list) requiring correction.
- Verify that punch list items have been addressed and corrections have been made.
- Coordinate and conduct the final walk through with the City, prepare a final punch list (if required).
- Verify that all the items on the final punch list have been corrected and make recommendations to the City concerning acceptance of the project.
- Review record drawings submitted by the Contractor.
- Except upon written instructions of the City, the Resident Engineer shall not authorize any deviation from the Contract Documents.
- Determine if the project has been completed in accordance with the Contract Documents and that the Contractor has fulfilled all of their obligations.

CBBEL shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work since these are solely the Contractor's responsibility under the contract for construction.

#### **ESTIMATE OF FEE**

Task 1 – Data Collection	\$ 2,500
Task 2 – Preparation of Plans and Specifications	\$46,500
Task 3 – Preparation of Opinion of Probable Construction Cost	\$ 2,500
Task 4 – Assistance with Solicitation of Proposals	\$ 3,000
Task 5 – Construction Engineering	<u>\$16,800</u>
TOTAL	\$71,300

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for prints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are not included in the Fee Estimate and will be billed as Direct Costs. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and 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

JPC/pjb

Encl.: Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**CHRISTOPHER B. BURKE ENGINEERING, LTD.  
STANDARD CHARGES FOR PROFESSIONAL SERVICES  
EFFECTIVE JANUARY 1, 2024 THROUGH DECEMBER 31, 2024**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	275
Engineer V	235
Engineer IV	200
Engineer III	175
Engineer I/II	155
Survey V	240
Survey IV	220
Survey III	200
Survey II	160
Survey I	135
Engineering Technician V	215
Engineering Technician IV	190
Engineering Technician III	140
Engineering Technician I/II	125
CAD Manager	210
CAD II	155
GIS Specialist III	175
Landscape Architect	200
Landscape Designer III	155
Landscape Designer I/II	120
Environmental Resource Specialist V	235
Environmental Resource Specialist IV	190
Environmental Resource Specialist III	150
Environmental Resource Specialist I/II	125
Environmental Resource Technician	140
Business Operations Department	160
Engineering Intern	75
<u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

\*Charges include overhead and profit

These rates are in effect until December 31, 2024, at which time they will be subject to change.

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.

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A **resolution** authorizing the Mayor to extend a contract for the 2025 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 9 Entrance Way Planting Beds in an amount not to exceed \$40,992.00 between the City of Darien and JC Landscaping & Tree Services for the following locations:

75<sup>th</sup> Street Planting Beds  
Clock Tower  
City Hall Complex  
Entrance Way Planting Beds

AND

A **motion** authorizing a contingency with JC Landscaping & Tree Services in the amount of \$22,000 for replacement of plant materials and plant enhancements for the 2025 Landscape Maintenance Services, pending budget approval.

**BACKGROUND**

Over the last several years the City has added beautification landscape projects that include various types of planting beds. The planting beds require ongoing maintenance to maintain an aesthetically pleasing site throughout town. The locations are identified as follows:

**Roadside Rights of Way-75<sup>th</sup> Street**

1. 75<sup>th</sup> Street and Plainfield Road-East
2. 75<sup>th</sup> Street and Plainfield Road-West
3. 75th Street and Plainfield Road-Berm
4. 75<sup>th</sup> Street and Cass Ave-East
5. 75<sup>th</sup> Street and Cass Ave-West
6. 75<sup>th</sup> Street and Adams Street-East
7. 75<sup>th</sup> Street and Adams Street-West
8. 75<sup>th</sup> Street and Williams Ave-East (Park Ave.)

**Roadside Rights of Way-Specified Facilities-City Entrance Signs**

1. Plainfield Road Northern Right of Way-West of Route 83
2. Plainfield Road Northern Right of Way-Evergreen trees-planting bed
3. 83<sup>rd</sup> Street Southern Right of Way-East of Janes Ave
4. 75th Street Southern Right of Way-East of Lemont Road
5. 75th Street Southern Right of Way-West of Route 83
6. Cass Ave-Eastern Right of Way-North of Frontage Road
7. Cass Ave-Western Right of Way-South of 67<sup>th</sup> Street
8. Lemont Road-Eastern Right of Way-North of I-55
9. 87<sup>th</sup> Street-Southern Right of Way-East of Woodward

**City of Darien-Clock Tower-Cass Ave / Plainfield Road-North East Corner**

### Marquis Panel Site

### City of Darien City Hall Complex 1702 Plainfield Road

The landscape maintenance contract calls out for the following:

1. Clean-up
2. Weeding and Cultivating on a Weekly basis
3. Mulching
4. Trimming of plant material
5. Plant material replacement
6. Plant material enhancement

Attached and labeled as [Attachment A](#), is the schedule of prices for the various locations. The proposed expenditure would be spent from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	CONTINGENCY FOR PLANTINGS	PROPOSED EXPENDITURE
01-30-4350	Forestry 75 <sup>th</sup> Street Planters	\$14,840.00	\$4,000	\$18,840.00
01-30-4350	Forestry Entrance Way Signs	\$ 5,671.00	\$4,000	\$ 9,671.00
01-30-4350	Forestry Clock Tower	\$11,501.00	\$4,000	\$15,501.00
01-30-4223	Building Maintenance City Hall Complex	\$ 8,480.00	\$5,000	\$13,480.00
01-30-4350	Marquis Panel	\$ 500.00	\$5,000	\$ 5,500.00
	TOTALS	\$40,992.00	\$22,000	\$62,992.00

JC Landscaping & Tree Services has agreed to honor the 2025 pricing as presented. See [Attachment B](#).

### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends authorizing the Mayor to execute a contract for the 2025 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds in an amount not to exceed \$40,992.00 between the City of Darien and JC Landscaping & Tree Services.

AND

A motion authorizing a contingency in the amount of \$22,000 for replacement of plant materials and plant enhancements, pending budget approval.

### **ALTERNATE CONSIDERATION**

As directed by the City Council.

### **DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda for consideration and subject to the FY25-26 Budget approval.

## CITY OF DARIEN PUBLIC WORKS

1702 PLAINFIELD ROAD

DARIEN, IL 60561

SEALED BID: 2024 Landscape Maintenance Services OPENING DATE/TIME: February 21, 2024 @ 9:30 a.m.

**2024 Landscape Maintenance Services****Roadside ROW Medians & Specified Facilities**

	JC Landscaping & Tree Service	JC Landscaping & Tree Service	JC Landscaping & Tree Service	Annual Cost Based on 6 months May 1-Nov 1	Monthly Cost	Units / Frequencies
	2024-2025	2025-2026 extension 6% increase	2026-2027 extension 10% increase			
<b><u>A. 75th Street Median (Section III - AA - A)</u></b>						
1 - 75th St & Plainfield Rd - East	\$ 1,950.00	\$ 2,067.00	\$ 2,145.00	\$ 2,067.00	\$ 344.50	6
2 - 75th St & Plainfield Rd - West	\$ 1,950.00	\$ 2,067.00	\$ 2,145.00	\$ 2,067.00	\$ 344.50	6
3 - 75th St & Plainfield Rd - Berm	\$ 2,900.00	\$ 3,074.00	\$ 3,190.00	\$ 3,074.00	\$ 512.33	6
4 - 75th St & Cass Ave - East	\$ 900.00	\$ 954.00	\$ 990.00	\$ 954.00	\$ 159.00	6
5 - 75th St & Cass Ave - West	\$ 1,100.00	\$ 1,166.00	\$ 1,210.00	\$ 1,166.00	\$ 194.33	6
6 - 75th St & Adams St - East	\$ 1,950.00	\$ 2,067.00	\$ 2,145.00	\$ 2,067.00	\$ 344.50	6
7 - 75th St & Adams St - West	\$ 2,100.00	\$ 2,226.00	\$ 2,310.00	\$ 2,226.00	\$ 371.00	6
8 - 75th St & Williams Ave - East (Park Ave)	\$ 1,150.00	\$ 1,219.00	\$ 1,265.00	\$ 1,219.00	\$ 203.17	6
<b>SUB - TOTAL - A</b>	<b>\$ 14,000.00</b>	<b>\$ 14,840.00</b>	<b>\$ 15,400.00</b>	<b>\$ 14,840.00</b>	<b>\$ 2,473.33</b>	<b>6</b>
<b><u>B. Entrance Way Signs-Specified Facilities (Section III - AA - B)</u></b>						
1 - Plainfield Rd - Northern ROW - West of Route 83	\$ 400.00	\$ 424.00	\$ 440.00	\$ 424.00	\$ 70.67	6
Evergreen tree - planting bed	\$ 2,050.00	\$ 2,173.00	\$ 2,255.00	\$ 2,173.00	\$ 362.17	6
2 - 83rd St - Southern ROW - East of Janes Ave	\$ 300.00	\$ 318.00	\$ 330.00	\$ 318.00	\$ 53.00	6
3 - 75th St - Southern ROW - East of Lemont Rd	\$ 400.00	\$ 424.00	\$ 440.00	\$ 424.00	\$ 70.67	6
4 - 75th St - Southern ROW - West of Route 83	\$ 400.00	\$ 424.00	\$ 440.00	\$ 424.00	\$ 70.67	6
5 - Cass Ave - Eastern ROW - North of Frontage Rd	\$ 400.00	\$ 424.00	\$ 440.00	\$ 424.00	\$ 70.67	6
6 - Cass Ave - Western ROW - South of 67th St	\$ 300.00	\$ 318.00	\$ 330.00	\$ 318.00	\$ 53.00	6
7 - Lemont Rd - Eastern ROW - North of I-55	\$ 450.00	\$ 477.00	\$ 495.00	\$ 477.00	\$ 79.50	6
8 - 87th St - Southern ROW East of Woodward	\$ 650.00	\$ 689.00	\$ 715.00	\$ 689.00	\$ 114.83	6
<b>SUB - TOTAL - B</b>	<b>\$ 5,350.00</b>	<b>\$ 5,671.00</b>	<b>\$ 5,885.00</b>	<b>\$ 5,671.00</b>	<b>\$ 945.17</b>	<b>6</b>
<b><u>C. City of Darien-Clock Tower-Cass Ave Plainfield Rd-North East Corner</u></b>						
1 - Cass Ave & Plainfield Rd - North East Corner	\$ 10,850.00	\$ 11,501.00	\$ 11,935.00	\$ 11,501.00	\$ 1,916.83	6
<b>SUB - TOTAL - C</b>	<b>\$ 10,850.00</b>	<b>\$ 11,501.00</b>	<b>\$ 11,935.00</b>	<b>\$ 11,501.00</b>	<b>\$ 1,916.83</b>	<b>6</b>
<b><u>D. City of Darien City Hall Complex 1702 Plainfield Rd</u></b>						
1 - City Hall - 1702 Plainfield Rd	\$ 2,000.00	\$ 2,120.00	\$ 2,200.00	\$ 2,120.00	\$ 353.33	6
2 - Police Department - 1710 Plainfield Rd	\$ 6,000.00	\$ 6,360.00	\$ 6,600.00	\$ 6,360.00	\$ 1,060.00	6
<b>SUB - TOTAL - D</b>	<b>\$ 8,000.00</b>	<b>\$ 8,480.00</b>	<b>\$ 8,800.00</b>	<b>\$ 8,480.00</b>	<b>\$ 1,413.33</b>	<b>6</b>
<b>TOTAL(SECTIONS A+B+C+D)</b>	<b>\$ 38,200.00</b>	<b>\$ 40,492.00</b>	<b>\$ 42,020.00</b>	<b>\$ 40,492.00</b>	<b>\$ 6,748.67</b>	<b>6</b>
<b><u>Marquis Panel Site</u></b>		\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
on bid submission	\$ 40,992.00	\$ 42,520.00	\$ 40,992.00	\$ 7,248.67		
bid check		bid docs had math error				

MEMOinis

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**From:** Bladimir Mejia <mejia81@gmail.com>  
**Sent:** Wednesday, January 15, 2025 1:53 PM  
**To:** Regina Kokkinis  
**Cc:** mejiaj0424@gmail.com  
**Subject:** Re: 2025 Landscape Maint ROW

Yes, I approve.

On Wed, Jan 15, 2025 at 10:50 AM Regina Kokkinis <[rkokkinis@darienil.gov](mailto:rkokkinis@darienil.gov)> wrote:

Good Morning,

Please review the attached and let me know if you are in agreement to extend the contract into 2025

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>



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND A CONTRACT FOR THE 2025 LANDSCAPE MAINTENANCE SERVICES WITHIN THE 75TH STREET RIGHT OF WAYS, CLOCK TOWER AND 9 ENTRANCE WAY PLANTING BEDS IN AN AMOUNT NOT TO EXCEED \$40,992.00 BETWEEN THE CITY OF DARIEN AND JC LANDSCAPING & TREE SERVICES**

**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 authorize the Mayor to extend a contract for the 2025 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 9 Entrance Way Planting Beds in an amount not to exceed \$40,992.00 between the City of Darien and JC Landscaping & Tree Services, 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 3<sup>rd</sup> day of February 2025.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## CITY OF DARIEN

## LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

Bidder, in submitting this proposal hereby agrees to comply with all provisions and requirements of the specifications and contract documents attached hereto for the prices as specified below. This proposal shall remain in force and full effect for a twelve (12) month period, from May 1, 2024 through April 30, 2025. **All work is based on a minimum of a 4 man crew, NO EXCEPTIONS.**

**Planting Bed Maintenance****A. 75<sup>th</sup> Street (Section III – AA - A)**

	Cost	
1. 75 <sup>th</sup> Street and Plainfield Road East	\$ 1950	- Monthly
2. 75 <sup>th</sup> Street and Plainfield Road West	\$ 1950	
3. 75 <sup>th</sup> Street and Plainfield Road Berm	\$ 2900	
4. 75 <sup>th</sup> Street and Cass Ave-East	\$ 900	
5. 75 <sup>th</sup> Street and Cass Ave-West	\$ 1100	
6. 75 <sup>th</sup> Street and Adams Street-East	\$ 1950	
7. 75 <sup>th</sup> Street and Adams Street-West	\$ 2100	
8. 75 <sup>th</sup> Street and Williams Ave-East (Park Ave.)	\$ 1150	
<b>SUB-TOTAL A.</b>	<b>\$ 14,000</b>	

**B. Entrance Way Signs-Specified Facilities (Section III - AA - B)**

1. Plainfield Road Northern Right of Way-West of Route 83	\$ 400	- Monthly
2. Plainfield Rd Northern Right of Way-Evergreen trees planting bed	\$ 2050	
3. 83 <sup>rd</sup> Street Southern Right of Way-East of Janes Ave	\$ 300	
4. 75th Street Southern Right of Way-East of Lemont Road	\$ 400	
5. 75th Street Southern Right of Way-West of Route 83	\$ 400	
6. Cass Ave-Eastern Right of Way-North of Frontage Road	\$ 400	
7. Cass Ave-Western Right of Way-South of 67 <sup>th</sup> Street	\$ 300	
8. Lemont Road-Eastern Right of Way-North of I-55	\$ 450	
9. 87 <sup>th</sup> Street-Southern Right of Way East of Woodward	\$ 650	
<b>SUB-TOTAL B.</b>	<b>\$ 5350</b>	

**C. City of Darien - Clock Tower-Cass Ave and Plainfield Road-North East Corner**

1. Cass Ave and Plainfield Road-North East Corner	\$ 10,850	- Monthly
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SUB-TOTAL C. \$ 10,850

**D. City of Darien City Hall Complex 1702 Plainfield Road**

1. City Hall 1702 Plainfield Road \$ 2000

2. Police Department 1710 Plainfield Road \$ 6000

SUB-TOTAL D. \$ 8000

TOTAL (Sections A and B and C and D) \$ 38,200

**CITY OF DARIEN**

**LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 2 of 2  
(CONTRACT EXTENSION (S))**

Rates for services listed for 2024/25 contract period will not increase more than 6 % for the **2025/26 optional** contract extension period. At its sole discretion, the City may extend the contract for a one-year term beginning on **May 1, 2025** and concluding **April 30, 2026**.

Rates for services listed for 2024/25 contract period will not increase more than 10 % for the **2026/27 optional** contract extension period. At its sole discretion, the City may extend the contract for a one-year term beginning on **May 1, 2026** and concluding **April 30, 2027**.

Also as noted in the Additions or Deletions section, the Contractor shall provide a list of hourly manpower and equipment rates used to calculate the proposal prices for this section of the contract. Attach list marked as "Contractor's Exhibit" and write "attached" in the following blank:

Company: Jc landscaping and tree services

Address: 1210 plainfield Rd Oswego IL 60543

Email: mejia81@gmail.com

Telephone No. (630) 408-3501 Fax No.                     

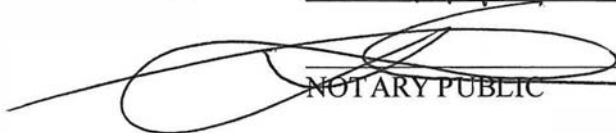
Signature: 

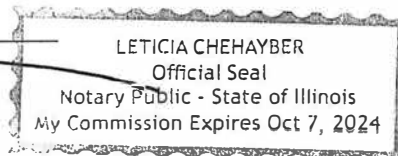
Name and Title: (Please Print) Bladimir Mejia

Date: 2/19/24

Subscribed and sworn before me this 19th day of February, 20 2024

MY COMMISSION EXPIRES 10/7/2024

  
NOTARY PUBLIC



CONTRACTOR'S CERTIFICATION - BID PROPOSAL

JC Landscaping, as part of its bid on a  
(Name of Contractor)

contract for Landscaping Maintenance to The City of Darien, Illinois, hereby certifies  
that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either  
720 ILCS 5/33E-3 or 5/33E-4.

By: [Signature]  
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

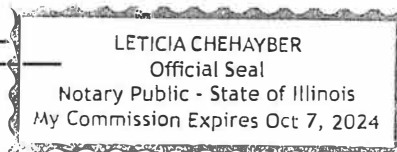
This 14th day of

February, 20 2024.

MY COMMISSION EXPIRES:

10/7/2024

[Signature]  
NOTARY PUBLIC



CONTRACT- Page One of Two

1. This agreement, made and entered into this 1st day of February 2024, between the CITY OF DARIEN, acting by and through its Mayor and City Council and Jc landscaping
2. That for and in consideration of the payments and agreements mentioned in the Specifications and Contract Document attached hereto, Jc landscaping agrees with the CITY OF DARIEN at his/her own proper cost and expense to furnish the equipment, material, labor, supplies and/or services as provided therein in full compliance with all of the terms of such specifications and contract documents attached hereto.
3. It is understood and agreed that the specifications and contract documents hereto attached, prepared by the CITY OF DARIEN, are all essential documents of this contract and are a part hereof.
4. In witness whereof, the said parties have executed these presents on the date above mentioned.

Attest:

The \_\_\_\_\_ of \_\_\_\_\_

By: \_\_\_\_\_  
City Clerk  
(Seal)

By: \_\_\_\_\_  
Mayor

IF A CORPORATION

CORPORATE NAME

Attest:

By: X [Signature]  
Secretary

By: X [Signature]  
President

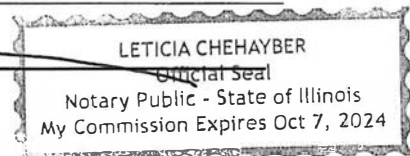
SUBSCRIBED AND SWORN BEFORE ME

This 1st day of February, 2024

MY COMMISSION EXPIRES: 10/7/2024

[Signature]

NOTARY PUBLIC





CONTRACT- *Page Two of Two*

**IF A PARTNERSHIP**

(Seal) \_\_\_\_\_  
(Seal) \_\_\_\_\_  
(Seal) \_\_\_\_\_  
(Seal) \_\_\_\_\_

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

**IF AN INDIVIDUAL**

\_\_\_\_\_ *Jc Landscapry* (Seal)

SUBSCRIBED AND SWORN BEFORE ME

This 1<sup>st</sup> day of February, 20 2024.

MY COMMISSION EXPIRES: 10/7/2024

*[Signature]*  
NOTARY PUBLIC

*[Official Seal]*  
Official Seal  
Notary Public - State of Illinois  
My Commission Expires Oct 7, 2024

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A resolution to extend a contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control, within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$76,756.00 for the 2025 Landscape Fertilization Services at the following locations:

Roadside Right of Ways and Medians of 75<sup>th</sup> St, and certain segments of Plainfield Rd  
Water Plants  
Public Works Facility  
Clock Tower  
City Entrance Way Sign areas  
City Hall Complex  
Detention Basins  
Rip Rap Areas

**RESOLUTION****BACKGROUND/HISTORY**

The City's fertilization program will allow the City to eradicate noxious weeds and provide uniform aesthetically pleasing turf throughout certain right of ways and City owned facilities. The fertilization program includes the treatment of maintaining weed free planting beds throughout the City. Staff had prepared and solicited for sealed bids. On February 15, 2023, staff received one (1) bid for the proposed fertilization services, (see [Attachment A](#)). The contract also called out for two optional extensions for 2024 and 2025.

- A. The following areas would receive fertilizer applications for turf management throughout the year:
1. All median areas and roadside right of ways on 75<sup>th</sup> St from, 1 Lot west of Sheridan Dr to Lemont Rd
  2. Plainfield Road from Cass Avenue east to 75<sup>th</sup> Street
  3. City Hall and the Police Department
  4. Public Works Facility
  5. Water Plant #2 1220 Plainfield Rd  
Water Plant #3 1930 Manning Rd  
Water Plant #4 1897 Manning Rd  
Water Plant #5 8600 Lemont Rd  
Water Stand Pipe 6709 Wilmette Ave
  6. Detention Basins
  7. Clock Tower-Turf Area
- B. The following areas would receive fertilizer applications for plant-bed management throughout the year:
1. 75th St. Landscape Beds

2. Roadside City Entrance Signs
  3. Clock Tower-Plant Bed Area
- C. The contract also entertained fertilization services for the City maintained median trees along 75<sup>th</sup> Street. The scope of work would include fertilizing 240 trees along the 75<sup>th</sup> Street median from Sheridan Drive to Lemont Road.

The contract specifications included up to six (6) various turf fertilizer applications throughout the year and (3) three planting bed fertilizer applications. Staff is requesting that six (6) turf applications and three (3) plant bed fertilization applications implemented in 2024 continue to be maintained for the 2025 Program, see [Attachment B](#). TruGreen Limited Partnership has agreed to honor the 2025 pricing as presented. See [Attachment C](#).

The proposed expenditure would be expended from the following accounts.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2025/26 BUDGET AND EXPENDITURE
01-30-4350	Fertilization 75 <sup>th</sup> Street-Turf Areas	\$ 17,263.00
01-30-4350	City Hall Grounds (½ Charged to Streets)	\$ 441.00
02-50-4223	City Hall Grounds (½ Charged to Water)	\$ 441.00
01-30-4350	Public Works Facility (½ Charged to Streets)	\$ 740.00
02-50-4223	Public Works Facility (½ Charged to Water)	\$ 740.00
02-50-4223	Maintenance Building-Water Plant Fertilization	\$ 3,353.00
01-30-4350	Basin Detention Facility Fertilization	\$ 10,499.00
01-30-4350	75th St. Landscape Bed Fertilization	\$ 20,400.00
01-30-4350	Roadside City Entrance Signs Fertilization	\$ 11,050.00
01-30-4350	Clock Tower Turf Fertilization	\$ 313.00
01-30-4350	Clock Tower Plant Bed Fertilization	\$ 1,116.00
01-30-4350	Tree Fertilization	\$ 3,360.00
01-30-4350	Rip Rap Areas	\$ 7,040.00
<b>TOTAL PROGRAM COST</b>		<b>\$ 76,756.00</b>

### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approving a resolution to extend a contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control within rip rap areas and tree fertilization for 75<sup>th</sup> Street, in an amount not to exceed \$76,756.00 for the 2025 Landscape Fertilization Services the resolution. Pending Budget Approval FYE 2025-2026.

### **ALTERNATE CONSIDERATION**

As directed by the City Council.

### **DECISION MODE**

This item will be placed on the February 3, 2025, City Council agenda for formal approval.

## CITY OF DARIEN PUBLIC WORKS

1702 PLAINFIELD ROAD

DARIEN, IL 60561

SEALED BID: 2023 Landscape Fertilization Program

OPENING DATE/TIME: February 15, 2023 @ 10:00 a.m.

		Trugreen Limited Partnership		
ITEM	DESCRIPTION	2023-2024	2024-2025	2025-2026
Section I-ROW	Application #1	\$ 3,267.00	\$ 3,267.00	\$ 3,267.00
	Application #2	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
	Application #3	\$ 4,277.00	\$ 4,277.00	\$ 4,277.00
	Application #4	\$ 2,554.00	\$ 2,554.00	\$ 2,554.00
	Application #5	\$ 2,475.00	\$ 2,475.00	\$ 2,475.00
	Application #6	\$ 2,136.00	\$ 2,136.00	\$ 2,136.00
	Subtotal Section I	\$ 17,263.00	\$ 17,263.00	\$ 17,263.00
Section II-A-City Hall-Police Dept.	Application #1	\$ 144.00	\$ 144.00	\$ 144.00
	Application #2	\$ 144.00	\$ 144.00	\$ 144.00
	Application #3	\$ 180.00	\$ 180.00	\$ 180.00
	Application #4	\$ 144.00	\$ 144.00	\$ 144.00
	Application #5	\$ 144.00	\$ 144.00	\$ 144.00
	Application #6	\$ 126.00	\$ 126.00	\$ 126.00
	Subtotal II-A	\$ 882.00	\$ 882.00	\$ 882.00
Section II-B-Municipal Services	Application #1	\$ 280.00	\$ 280.00	\$ 280.00
	Application #2	\$ 219.00	\$ 219.00	\$ 219.00
	Application #3	\$ 367.00	\$ 367.00	\$ 367.00
	Application #4	\$ 219.00	\$ 219.00	\$ 219.00
	Application #5	\$ 212.00	\$ 212.00	\$ 212.00
	Application #6	\$ 183.00	\$ 183.00	\$ 183.00
	Subtotal II-B	\$ 1,480.00	\$ 1,480.00	\$ 1,480.00
Section II-C-G-Specified Facilities	Application #1	\$ 548.00	\$ 548.00	\$ 548.00
Water Plants 2,3,4,5 Standpipe	Application #2	\$ 548.00	\$ 548.00	\$ 548.00
	Application #3	\$ 682.00	\$ 682.00	\$ 682.00
	Application #4	\$ 548.00	\$ 548.00	\$ 548.00
	Application #5	\$ 548.00	\$ 548.00	\$ 548.00
	Application #6	\$ 479.00	\$ 479.00	\$ 479.00
	Subtotal II-C-G	\$ 3,353.00	\$ 3,353.00	\$ 3,353.00
	Subtotal Section II	\$ 5,715.00	\$ 5,715.00	\$ 5,715.00
Section III-Basins	Application #1	\$ 1,735.00	\$ 1,735.00	\$ 1,735.00
	Application #2	\$ 1,732.00	\$ 1,732.00	\$ 1,732.00
	Application #3	\$ 1,986.00	\$ 1,986.00	\$ 1,986.00
	Application #4	\$ 1,732.00	\$ 1,732.00	\$ 1,732.00
	Application #5	\$ 1,732.00	\$ 1,732.00	\$ 1,732.00
	Application #6	\$ 1,582.00	\$ 1,582.00	\$ 1,582.00
	Subtotal Section III	\$ 10,499.00	\$ 10,499.00	\$ 10,499.00
Section IV-A-75th St. Landscape Beds	Application #1	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	Application #2	\$ 18,000.00	\$ 18,000.00	\$ 18,000.00
	Application #3	\$ 1,200.00	\$ 1,200.00	\$ 1,200.00
	Subtotal IV-A	\$ 20,400.00	\$ 20,400.00	\$ 20,400.00
Section IV-B-Roadside City Entrance Signs	Application #1	\$ 650.00	\$ 650.00	\$ 650.00
	Application #2	\$ 9,750.00	\$ 9,750.00	\$ 9,750.00
	Application #3	\$ 650.00	\$ 650.00	\$ 650.00
	Subtotal IV-B	\$ 11,050.00	\$ 11,050.00	\$ 11,050.00
Section IV-C-Clock Tower	Application #1	\$ 49.00	\$ 49.00	\$ 49.00
	Application #2	\$ 49.00	\$ 49.00	\$ 49.00
	Application #3	\$ 78.00	\$ 78.00	\$ 78.00
	Application #4	\$ 49.00	\$ 49.00	\$ 49.00
	Application #5	\$ 49.00	\$ 49.00	\$ 49.00
	Application #6	\$ 39.00	\$ 39.00	\$ 39.00
	Subtotal IV-C1	\$ 313.00	\$ 313.00	\$ 313.00
Section IV-C-Mulch Beds	Application #1	\$ 63.00	\$ 63.00	\$ 63.00
	Application #2	\$ 990.00	\$ 990.00	\$ 990.00
	Application #3	\$ 63.00	\$ 63.00	\$ 63.00
	Subtotal IV-C2	\$ 1,116.00	\$ 1,116.00	\$ 1,116.00
	Subtotal Section IV	\$ 32,879.00	\$ 32,879.00	\$ 32,879.00
Section V-Tree Fertilization		\$ 3,360.00	\$ 3,360.00	\$ 3,360.00
	Subtotal Section V	\$ 3,360.00	\$ 3,360.00	\$ 3,360.00
Section VI-Rip Rap Areas	Application #1	\$ 3,520.00	\$ 3,520.00	\$ 3,520.00
	Application #2	\$ 3,520.00	\$ 3,520.00	\$ 3,520.00
	Subtotal Section VI	\$ 7,040.00	\$ 7,040.00	\$ 7,040.00
Grand Total		\$ 76,756.00	\$ 76,756.00	\$ 76,756.00
math error-as read			\$76,765.00	



2025-2026 FERTILIZATION PROGRAM											
DESCRIPTION	APPLICATIONS		AWARDED VENDOR								
ACCOUNT #1-30-4359			Trossman I.P.								
PROJECT CODE	20F-25-ME										
PROGRAM INCLUDES: 70TH STREET NORTHERN, SOUTHERN RIGHT OF WAYS & MEDIANS PLANNED ROAD CANS AVE & 7TH STREET											
Section BROW, 27.52 ACRES	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	April #1 March-April	\$	5,267.00	\$	5,267.00	\$	UNIT COST PER ACRE				
	April #2 April-May	\$	2,554.00	\$	2,554.00	\$	143.97				
	April #3 May-June	\$	4,727.00	\$	4,727.00	\$	113.41				
	April #4 July-August	\$	2,554.00	\$	2,554.00	\$	109.90				
	April #5 September	\$	2,475.00	\$	2,475.00	\$	94.62				
	April #6 Nov-Dec	\$	7,136.00	\$	7,136.00	\$	766.56				
Subtotal Section I		\$	17,263.00	\$	17,263.00	\$					
ACCOUNT #1-30-4359											
PROJECT CODE	20F-CH-PD										
Section B-A City Hall Police Dept	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	April #1 March-April	\$	144.00	\$	144.00	\$					
	April #2 April-May	\$	144.00	\$	144.00	\$					
	April #3 May-June	\$	180.00	\$	180.00	\$					
	April #4 July-August	\$	144.00	\$	144.00	\$					
	April #5 September	\$	144.00	\$	144.00	\$					
	April #6 Nov-Dec	\$	126.00	\$	126.00	\$					
Subtotal Section B-A		\$	882.00	\$	882.00	\$					
ACCOUNT #0-30-4321											
PROJECT CODE	20F-PWT AC										
Section B-B Public Works Facility	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	April #1 March-April	\$	280.00	\$	280.00	\$					
	April #2 April-May	\$	219.00	\$	219.00	\$					
	April #3 May-June	\$	367.00	\$	367.00	\$					
	April #4 July-August	\$	219.00	\$	219.00	\$					
	April #5 September	\$	212.00	\$	212.00	\$					
	April #6 Nov-Dec	\$	183.00	\$	183.00	\$					
Subtotal Section B-B		\$	1,460.00	\$	1,460.00	\$					
ACCOUNT #0-50-4221											
PROJECT CODE	20F-WATPL										
Section B-C-G Specified Facilities	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
Water Plants 2,3,4,5 Roadways	April #1 March-April	\$	548.00	\$	548.00	\$					
	April #2 April-May	\$	548.00	\$	548.00	\$					
	April #3 May-June	\$	482.00	\$	482.00	\$					
	April #4 July-August	\$	548.00	\$	548.00	\$					
	April #5 September	\$	548.00	\$	548.00	\$					
	April #6 Nov-Dec	\$	479.00	\$	479.00	\$					
Subtotal Section B-C-G		\$	3,353.00	\$	3,353.00	\$					
ACCOUNT #0-30-4359											
PROJECT CODE	20F-BASS										
Section B-B Bass	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	April #1 March-April	\$	1,735.00	\$	1,735.00	\$					
	April #2 April-May	\$	1,732.00	\$	1,732.00	\$					
	April #3 May-June	\$	1,086.00	\$	1,086.00	\$					
	April #4 July-August	\$	1,732.00	\$	1,732.00	\$					
	April #5 September	\$	1,732.00	\$	1,732.00	\$					
	April #6 Nov-Dec	\$	1,582.00	\$	1,582.00	\$					
Subtotal Section B-B		\$	10,499.00	\$	10,499.00	\$					
ACCOUNT #0-30-4359											
PROJECT CODE	20F-25-LB										
Section B-A 75th St. Landscape Beds	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	April #1 March-April	\$	1,200.00	\$	1,200.00	\$					
	April #2 April-May	\$	18,000.00	\$	18,000.00	\$					
	April #3 May-June	\$	1,200.00	\$	1,200.00	\$					
Subtotal Section B-A		\$	20,400.00	\$	20,400.00	\$					
ACCOUNT #0-30-4359											
PROJECT CODE	20F-ROADC										
Section B-B Roadside City Entrance Signs	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	April #1 March-April	\$	450.00	\$	450.00	\$					
	April #2 April-May	\$	9,750.00	\$	9,750.00	\$					
	April #3 May-June	\$	450.00	\$	450.00	\$					
Subtotal Section B-B		\$	11,450.00	\$	11,450.00	\$					
ACCOUNT #0-30-4359											
PROJECT CODE	20F-CT-TA										
Section B-C Click Tones-Turf Area	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	April #1 March-April	\$	49.00	\$	49.00	\$					
	April #2 April-May	\$	49.00	\$	49.00	\$					
	April #3 May-June	\$	78.00	\$	78.00	\$					
	April #4 July-August	\$	49.00	\$	49.00	\$					
	April #5 September	\$	49.00	\$	49.00	\$					
	April #6 Nov-Dec	\$	39.00	\$	39.00	\$					
Subtotal Section B-C		\$	313.00	\$	313.00	\$					
ACCOUNT #0-30-4359											
PROJECT CODE	20F-CT-MB										
Section B-C Click Tones Mulch Beds	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	April #1 March-April	\$	43.00	\$	43.00	\$					
	April #2 April-May	\$	990.00	\$	990.00	\$					
	April #3 May-June	\$	43.00	\$	43.00	\$					
Subtotal Section B-C		\$	1,116.00	\$	1,116.00	\$					
ACCOUNT #0-30-4359											
PROJECT CODE	20F-TREEF										
Section V-Tree Fertilization	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	Tree Fertilization 75th St.	\$	3,360.00	\$	3,360.00	\$					
Subtotal Section V		\$	3,360.00	\$	3,360.00	\$					
ACCOUNT #0-30-4359											
PROJECT CODE	20F-BIPRAP										
Section VI-Rip Rap	APPLICATION		2025 BID		Trossman I.P.		APPLICATIONS 2025				
	April #1 Jan-Feb	\$	3,520.00	\$	3,520.00	\$					
	April #2 Oct/Nov	\$	3,520.00	\$	3,520.00	\$					
Subtotal Section VI		\$	7,040.00	\$	7,040.00	\$					
Total Cost Section		\$	69,714.00	\$	69,714.00	\$					
ACCOUNT CHARGE	ACCOUNT #1-30-4359	ACCOUNT #0-30-4359 & #0-50-4221	ACCOUNT #0-30-4359 & #0-50-4221	ACCOUNT #0-30-4359	ACCOUNT #0-30-4359	ACCOUNT #0-30-4359	ACCOUNT #0-30-4359	ACCOUNT #0-30-4359	ACCOUNT #0-30-4359	ACCOUNT #0-30-4359	ACCOUNT #0-30-4359
PROJECT CODE	20F-25-ME	20F-CH-PD	20F-PWTAC	20F-WATPL	20F-BASS	20F-25-LB	20F-ROADC	20F-CT-TA	20F-CT-MB	20F-TREEF	20F-BIPRAP
LOCATION	Program Includes: 75th Street Section, Southern	City Hall & Police Department	Public Works Facility	Water Plants 2,3,4,5 & Wilmont	Bassons Cal De Sac Island Facilities	75th St. Landscape Beds	Roadside City Entrance Signs	Click Tones-Turf Area	Click Tones Mulch Beds	Tree Fertilization -75th Street	Rip Rap Areas
ACRES		0.73	1.73	2.4	13.78						
COST PER ACRE APPLICATION 1	\$	5,267.00	\$	144.00	\$	548.00	\$	1,735.00	\$	450.00	\$
COST PER ACRE APPLICATION 2	\$	2,554.00	\$	144.00	\$	548.00	\$	1,732.00	\$	990.00	\$
COST PER ACRE APPLICATION 3	\$	4,727.00	\$	180.00	\$	367.00	\$	1,200.00	\$	78.00	\$
COST PER ACRE APPLICATION 4	\$	2,554.00	\$	144.00	\$	548.00	\$	1,732.00	\$	49.00	\$
COST PER ACRE APPLICATION 5	\$	2,475.00	\$	144.00	\$	548.00	\$	1,732.00	\$	49.00	\$
COST PER ACRE APPLICATION 6	\$	7,136.00	\$	126.00	\$	183.00	\$	479.00	\$	39.00	\$
TOTAL PROGRAM COST	\$	17,263.00	\$	882.00	\$	1,460.00	\$	3,353.00	\$	10,499.00	\$
ACCOUNT #0-30-4359	\$	17,263.00	\$	882.00	\$	1,460.00	\$	3,353.00	\$	10,499.00	\$
ACCOUNT #0-50-4221	\$	44.00	\$	780.00	\$	1,353.00	\$		\$		\$
TOTAL PROGRAM COST											\$



MEMO

Kinis

**From:** Tomain, Anthony <AnthonyTomain@trugreenmail.com>  
**Sent:** Monday, January 6, 2025 12:47 PM  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac  
**Subject:** RE: City of Darien 2025-26

Hello Regina,

Yes we are agreeable to extending the contract for 2025-26.

Thanks and Happy New Year to you.

---

**From:** Regina Kokkinis <rkokkinis@darienil.gov>  
**Sent:** Monday, January 6, 2025 12:30 PM  
**To:** Tomain, Anthony <AnthonyTomain@trugreenmail.com>  
**Cc:** Dan Gombac <dgombac@darienil.gov>  
**Subject:** City of Darien 2025-26

Happy New Year,

Please review the attached and let me if you are agreeable to extending the contract for 2025-26.

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 AUTHORIZING THE MAYOR AND CITY CLERK TO EXTEND A CONTRACT WITH TRUGREEN LIMITED PARTNERSHIP FOR SIX (6) VARIOUS FERTILIZER APPLICATIONS AND (3) THREE APPLICATIONS FOR PLANTING BEDS AND WEED CONTROL, WITHIN RIP RAP AREAS AND TREE FERTILIZATION FOR 75TH STREET, IN AN AMOUNT NOT TO EXCEED \$76,756.00 FOR THE 2025 LANDSCAPE FERTILIZATION SERVICES**

**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 extend a contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control, within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$76,756.00 for the 2025 Landscape Fertilization Services, 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 3<sup>rd</sup> day of February 2025.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS** this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

**BID PROPOSAL  
SCHEDULE OF PRICES  
ROADSIDE RIGHT-OF-WAYS, MEDIANS,  
SPECIFIED FACILITIES AND RIP-RAP AREAS**

This bid proposal is based upon an itemization of one base year with two optional year contract proposal. **The below proposal is for May 1, 2023 through April 30, 2024.** The second year of the option to be determined and evaluated in April of 2024. The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

**I. RIGHT-OF-WAY MAINTENANCE - FERTILIZATION DESCRIPTION**

	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ <u>3267</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ <u>2554</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ <u>4277</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ <u>2554</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G	\$ <u>2475</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ <u>2136</u>
<b>SUB TOTAL I</b>	<b>\$ <u>17,263</u></b>

**II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION**

	<u>ACRES</u>	<u>COST</u>
<b>A. City Hall 1702 Plainfield Rd</b>	<b>0.70</b>	
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control		\$ 144
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with Escalade Broadleaf Weed Control.		\$ 144
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		\$ 180
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		\$ 144
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G		\$ 144
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS		\$ 126
<b>SUB TOTAL II A.</b>		<b>\$ 882</b>

**II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION**

<b>B. Municipal Services 1041 S Frontage Rd</b>	<u>ACRES</u> <b>1.70</b>
	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ <u>280</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ <u>219</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ <u>367</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ <u>219</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G	\$ <u>212</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ <u>183</u>
<b>SUB TOTAL II B.</b>	\$ <u>1480</u>



**II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION**

	<u>ACRES</u>	
C. Water Plant #2 1220 Plainfield Rd	.33	
D. Water Plant #3 1930 Manning Rd	.57	
E. Water Plant #4 1901 Manning Rd	.66	
F. Water Plant #5 8600 Lemont Rd	.83	
G. Water Stand Pipe 6709 Wilmette Ave	<u>.11</u>	
TOTAL ACRES	2.5	
		<u>COST</u>
APPLICATION #1 MARCH – APRIL		\$ <u>548</u>
Fertilizer application with Crabgrass		
Pre-emergent 25-0-5 w/0.19% Deminsion		
Pre-M & Escalade Broadleaf Weed Control		
APPLICATION #2 APRIL – MAY		\$ <u>548</u>
Fertilizer application 25-0-5 AS with,		
Escalade Broadleaf Weed Control.		
APPLICATION #3 MAY – JUNE		\$ <u>682</u>
Fertilizer application 21-0-3 .2 Merit AS		
with Tri-Power Broadleaf Leaf Weed		
Control-Includes Grub Preventative		
APPLICATION #4 JULY – AUGUST		\$ <u>548</u>
Fertilizer application 25-0-5 50% AS		
with Tri-Power Broadleaf Weed Control		
APPLICATION #5 SEPTEMBER		\$ <u>548</u>
Fertilizer application with Broadleaf Weed Control.		
Follow up Grub Control as needed.		
25-0-5 50%AS, Tripower, Dylox 6.2G		
APPLICATION #6 NOVEMBER - DECEMBER		\$ <u>479</u>
Dormant Fertilizer application.		
25-0-5 50% AS		
 SUB TOTAL II C-G.		 \$ <u>3353</u>

### III. SPECIFIED BASIN MAINTENANCE

Work under this section shall include all fertilizing, broad leaf weed control and crabgrass weed control as described below. Estimated acreage areas included in this section are as follows:

LOCATION	ACRES
DALE ROAD BASIN	1.20
NANTUCKET BASIN	2.50
WOODLAND BASIN/WHITTIER	3.10
GREEN VALLEY BASIN	1.80
FAIRVIEW MANNING BASIN	1.70
86 <sup>TH</sup> STREET BASIN	2.10
PLAINFIELD MANNING BASIN	.75
WESTMINSTER COURT	.30
7702 FLORENCE AREA	.25
<b>TOTAL ACRES</b>	<b>13.70</b>

FERTILIZATION DESCRIPTION	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ <u>1735</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ <u>1732</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ <u>1986</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ <u>1732</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G	\$ <u>1732</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ <u>1582</u>
<b>SUB TOTAL III</b>	\$ <u>10502</u>

#### IV. LANDSCAPE BED PLANT FERTILIZATION

<b>A. Landscape Beds 75th Street Median</b>	<b>Number of Planting Beds</b>	<b>Estimated Total Square Yards</b>
1 - 75th St & Plainfield Rd - East	1	285
2 - 75th St & Plainfield Rd - West	1	285
3 - 75th St & Plainfield Rd - Berm	1	430
4 - 75th St & Cass Ave - East	1	135
5 - 75th St & Cass Ave - West	1	160
6 - 75th St & Adams St - East	1	285
7 - 75th St & Adams St - West	1	305
8 - 75 <sup>th</sup> St & Williams Ave – East (Park Ave)	1	175
<b>TOTAL</b>	<b>8</b>	<b>2060</b>

#### COST

##### APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ 1200

##### APPLICATION #2

Bi weekly-15 Applications -Late April to Mid-October

Post Emergent 2 X a month-Razor Pro + Crop Oil \$ 18000

##### APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent-BroadStar \$ 1200

APPLICATION	UNIT COST	UNITS	TOTAL COSTS
Appl #1		7	
Appl #2		7	
Appl #3		7	

**SUB TOTAL IV A**

\$ 20400

**LANDSCAPE BED PLANT FERTILIZATION**

<b>B. Roadside ROW – Landscape Beds</b>	<b>Number</b>	<b>Estimated Total</b>
<b>B. City Entrance Signs</b>	<b>of Planting Beds</b>	<b>Square Yards</b>
1 - Plainfield Rd - Northern ROW		
West of Route 83	1	52
Evergreen trees-planting bed	1	300
2 - 83rd St - Southern ROW		
East of Janes Ave	1	35
3 - 75th St - Southern ROW		
East of Lemont Rd	1	52
4 - 75th St - Southern ROW		
West of Route 83	1	52
5 - Cass Ave - Eastern ROW		
North of Frontage Rd	1	52
6 - Cass Ave - Western ROW		
South of 67th St	1	40
7 - Lemont Rd - Eastern ROW		
North of I-55	1	60
8 - 87th St - Southern ROW		
East of Woodward	1	85
<b>Total City Entrance Signs</b>	<b>9</b>	<b>728</b>

**COST****APPLICATION #1**

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ 650

**APPLICATION #2**

Bi weekly-15 Applications -Late April to Mid-October

Post Emergent 2 X a month-Razor Pro + Crop Oil \$ 9750

**APPLICATION #3**

Late Fall-Mid November

Bed Pre-emergent - BroadStar \$ 650

<b>APPLICATION</b>	<b>UNIT COST</b>	<b>UNITS</b>	<b>TOTAL COSTS</b>
Appl #1		8	
Appl #2		8	
Appl #3		8	

**SUB TOTAL IV B**

\$ 11050

## LANDSCAPE BED PLANT FERTILIZATION

<b>C. City of Darien Clock Tower - Cass Ave Plant Bed Maintenance &amp; Turf Fertilization Plainfield Rd - North East Corner</b>	<b>Number of Planting Beds</b>	<b>Est. Total Square Yards</b>
<b>C. Clock Tower</b>		
Cass Ave & Plainfield Rd - North East Corner	1	3000
<b>TOTAL</b>	<b>1</b>	<b>3000</b>
C-1 Turf -Fertilization	1	1500
C-2 Fertilizer Treatment - Mulch Beds	1	1500

### Turf -Fertilization

#### FERTILIZATION DESCRIPTION

#### COST

#### APPLICATION #1 MARCH – APRIL

\$ 49

Fertilizer application with Crabgrass Pre-emergent  
25-0-5 w/0.19% Deminsion Pre-M & Escalade  
Broadleaf Weed Control

#### APPLICATION #2 APRIL – MAY

\$ 49

Fertilizer application 25-0-5 AS with,  
Escalade Broadleaf Weed Control.

#### APPLICATION #3 MAY – JUNE

\$ 78

Fertilizer application 21-0-3 .2 Merit AS  
with Tri-Power Broadleaf Leaf Weed  
Control-Includes Grub Preventative

#### APPLICATION #4 JULY – AUGUST

\$ 49

Fertilizer application 25-0-5 50% AS with  
Tri-Power Broadleaf Weed Control

#### APPLICATION #5 SEPTEMBER

\$ 49

Fertilizer application with Broadleaf Weed Control.  
Follow up Grub Control as needed.  
25-0-5 50%AS, Tripower, Dylox 6.2G

#### APPLICATION #6 NOVEMBER - DECEMBER

\$ 39

Dormant Fertilizer application.  
25-0-5 50% AS

#### **SUB TOTAL IV C-1**

\$ 313



**C-2 MULCH BEDS**COST

## APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals

\$ 63

## APPLICATION #2

Bi weekly-15 Applications -Late April to Mid - October

Post Emergent 2 X a month-Razor Pro + Crop Oil

\$ 990

## APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent-BroadStar

\$ 63**SUB TOTAL IV C-2**\$ 1122COST**V. TREE FERTILIZATION****Tree Root Feeding for trees**\$ 3360**SUB TOTAL V**\$ 3360

## VI. RIP RAP AREAS

The following areas shall be treated with environmental friendly weed kill within the specified areas. The specified areas contain rip-rap rock for earth stabilization. The application shall be completed in June/July pending weather.

#	Location	Size	Sq. Ft
1	Dorchester/Somerset	39x82	3198
2	79th/Farmingdale Southside	39x82	3198
3	79th/Farmingdale Northside	36x48	1728
4	Farmingdale @ Honey Locust (Westside)	12x32	384
5	Walnut / Farmingdale (Bertha) Southside	16x32; 28x59	2164
6	Walnut / Farmingdale (Bertha) Northside	40x64	2560
7	Elm (Tennis Cts) Southside (x-7318 Elm)	20x22	440
8	Elm (Tennis Cts) Northside (7318 Elm)	16x16	256
9	Southeast Corner Elm / Evans	13x13	169
10	Sunrise / Elm	10x10; 8x13; 20x10; 20x10	604
11	74th Pipe Crossing	10x10; 10x20	300
12	74th (Patio) East	7x14	98
13	74th (Patio) Center	7x14	98
14	74th (Patio) West	7x12	84
15	74th (Patio) Outflow	7x6	42
16	7210 Sunrise	12x13	156
17	106 Janet	17x18	306
18	329 Janet	14x20	280
19	330 Janet	15x19	285
20	7306 Evans	20x20	400
21	X- 7314 Evans	10x18	180
22	6902 Brookbank (on 69th)	11x16	176
23	Crest/Holly	14x18	252
24	68th @ Dale Basin	20x20	400
25	67th @ Dale Basin	14x18	252
26	High Rd @ Dale Basin	20x24	480
27	6727 Clarendon Hills Rd	15x20	300
28	6722 Clarendon Hills Rd	15x20	300
29	6717 Alabama	18x23	414
30	Southside 67th - 200' East of Cass	5x9; 7x9; 8x9	180
31	Behind 7909 Knottingham	18x22	396
32	Behind 7941 Knottingham	8x10	80
33	Westside Oldfield across from Oldfield Oaks Park	12x12	144
34	Eastside Oldfield along Oldfield Oaks Park	8x196	1568
35	Rear Grandview/Drover	25x30	750
36	Hinsbrook Park	8x10	80
Total			22,702

COST

APPLICATION #1-Weed Prevention  
June/July

\$ 3520

APPLICATION #2 Optional  
To be determined

\$ 3520

**SUB TOTAL VI - Rip – Rap Areas**

\$ 7040

**TOTAL COST SECTION - I & II & III & IV & V & VI for 2023**    \$ ~~76,765~~  
**\$76,756**

BID PROPOSAL  
SCHEDULE OF PRICES  
ROADSIDE RIGHT-OF-WAYS AND MEDIANS  
AND SPECIFIED FACILITIES

**CONTRACT EXTENSION TWO**  
**MAY 1, 2025-APRIL 30, 2026**

This bid proposal is for a contract extension of one year beginning **May 1, 2025 through April 30, 2026. This contract is for the 2nd extension.** The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

**TOTAL COST SECTION I & II & III & IV & V & VI for 2025**    \$ 76,765

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A resolution accepting a proposal from Core & Main for certain general water department utility tools and marking supplies maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

**RESOLUTION**

**BACKGROUND**

During the year, the department requires the use of various utility tools and markings supplies to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received six (6) quotes on November 13, 2024. See [Attachment A](#). Please find the lowest bid items highlighted. None of the quotes submitted were the lowest in all categories, therefore several vendors were selected to provide the parts. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2026 and 2027.

Core & Main is the awarded vendor for the 8' 4-way swivel valve key (with 2" square), Pollard – 6', 7', 8' T handle clean out tool, Richardson-Pipe descender (36"long), Manhole hooks (3'), Krylon inverted marking paint and 21" marking flags.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Core & Main.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda Under New Business for formal approval.



## City of Darien

**General Water Department Utility Tools & Utility Marking Supplies**  
**(MADE IN THE USA NO EXCEPTIONS)**

	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
	Price	Price	Price	Price	Price	Price	Price
Adjustable Fire Hydrant Wrench	\$ 29.00	\$ 25.00	no quote	\$ 55.78	\$ 30.00	\$ 30.00	\$ 65.00
Richardson 2' Pentagon Key w/Snap on Socket	\$ 125.00	\$ 115.00	no quote	no quote	\$ 125.00	\$ 125.00	\$ 185.00
<b>TOTALS</b>	<b>\$ 154.00</b>	<b>\$ 140.00</b>	<b>no quote</b>	<b>\$ 55.78</b>	<b>\$ 155.00</b>	<b>\$ 155.00</b>	<b>\$ 250.00</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 29.00</b>	<b>\$ 25.00</b>	<b>no quote</b>	<b>\$ 55.78</b>	<b>\$ 30.00</b>	<b>\$ 30.00</b>	<b>\$ 65.00</b>
Gavin - 6' Curb Box/Service Key (Solid)	\$ 59.00	\$ 52.00	no quote	\$ 59.56	\$ 70.00	\$ 70.00	\$ 80.00
Gavin - 7' Curb Box/Service Key (Solid)	\$ 65.00	\$ 58.00	no quote	\$ 64.03	\$ 80.00	\$ 80.00	\$ 85.00
Gavin - 8' Curb Box/Service Key (Solid)	\$ 70.00	\$ 62.00	no quote	\$ 68.93	\$ 115.00	\$ 115.00	\$ 90.00
<b>TOTALS</b>	<b>\$ 194.00</b>	<b>\$ 172.00</b>	<b>no quote</b>	<b>\$ 192.52</b>	<b>\$ 265.00</b>	<b>\$ 265.00</b>	<b>\$ 255.00</b>
8' 4-way Swivel Valve Key (with 2" Square)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Pollard - 6' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 275.00	\$ 275.00	\$ 365.00
Pollard - 7' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 295.00	\$ 295.00	\$ 395.00
Pollard - 8' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 310.00	\$ 310.00	\$ 425.00
<b>TOTALS</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>\$ 880.00</b>	<b>\$ 880.00</b>	<b>\$ 1,185.00</b>
<b>TOTALS WITH NO BIDS</b>					<b>\$ 880.00</b>	<b>\$ 880.00</b>	<b>\$ 1,185.00</b>
Richardson - Pipe Descaler (36" long)	no quote	\$ 216.00	no quote	no quote	\$ 199.00	\$ 199.00	\$ 240.00
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)	\$ 105.00	\$ 125.00	no quote	no quote	\$ 130.00	\$ 130.00	\$ 125.00
Manhole hooks (2')	\$ 30.00	\$ 30.00	\$ 46.48	no quote	\$ 32.00	\$ 32.00	\$ 36.00
Manhole hooks (3')	\$ 38.00	\$ 38.00	\$ 68.26	no quote	\$ 36.00	\$ 36.00	\$ 65.00
Manhole hooks (4')	no quote	no quote	no quote	no quote	no quote	no quote	no quote
3 Foot - Mighty Probe Insulated T-Handle	\$ 87.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 125.00
4 Foot - Mighty Probe Insulated T-Handle	\$ 89.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 135.00
<b>TOTALS</b>	<b>\$ 349.00</b>	<b>\$ 409.00</b>	<b>\$ 114.74</b>	<b>no quote</b>	<b>\$ 617.00</b>	<b>\$ 617.00</b>	<b>\$ 726.00</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 68.00</b>	<b>\$ 193.00</b>	<b>\$ 114.74</b>		<b>\$ 68.00</b>	<b>\$ 68.00</b>	<b>\$ 101.00</b>
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)	\$ 120.00	no quote	no quote	no quote	no quote	no quote	no quote
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Iron Pipe Thread to National Standard Thread Coupling	\$ 29.00	no quote	no quote	no quote	no quote	no quote	no quote
<b>TOTALS</b>	<b>\$ 149.00</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 149.00</b>						
Krylon Inverted Blue Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Red Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Green Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted White Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Purple Marking Paint can price	no quote	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Orange Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
<b>TOTALS</b>	<b>\$ 32.50</b>	<b>no quote</b>	<b>no quote</b>	<b>\$ 26.94</b>	<b>\$ 27.00</b>	<b>\$ 26.94</b>	<b>no quote</b>
21" Blue Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Red Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Green Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" White Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Purple Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
<b>TOTALS</b>	<b>\$ 60.00</b>	<b>\$ 150.00</b>	<b>no quote</b>	<b>\$ 95.00</b>	<b>\$ 60.00</b>	<b>\$ 60.00</b>	<b>no quote</b>
<b>TOTAL</b>	<b>\$ 938.50</b>	<b>\$ 871.00</b>	<b>\$ 114.74</b>	<b>\$ 370.24</b>	<b>\$ 2,004.00</b>	<b>\$ 2,003.94</b>	<b>\$ 2,416.00</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 532.50</b>	<b>\$ 540.00</b>	<b>\$ 114.74</b>	<b>\$ 370.24</b>	<b>\$ 1,330.00</b>	<b>\$ 1,329.94</b>	<b>\$ 1,606.00</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM CORE & MAIN FOR CERTAIN  
GENERAL WATER DEPARTMENT UTILITY TOOLS AND MARKING SUPPLIES  
MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2025  
THROUGH APRIL 30, 2026**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Core & Main for certain general water department utility tools and marking supplies maintenance of the water system for a period of May 1, 2025 through April 30, 2026, 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 3<sup>rd</sup> day of February 2025.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

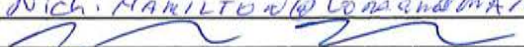
\_\_\_\_\_  
CITY ATTORNEY

## 2025-2026 City of Darien Water Department Parts Purchase List

General Water Department Utility Tools & Utility Marking Supplies (MADE IN THE USA NO EXCEPTIONS)			
			Price
Adjustable Fire Hydrant Wrench			30
Richardson 2' Pentagon Key w/Snap on Socket			125
Gavin - 6' Curb Box/Service Key (Solid)			70
Gavin - 7' Curb Box/Service Key (Solid)			80
Gavin - 8' Curb Box/Service Key (Solid)			115
8' 4-way Swivel Valve Key (with 2" Square)		N/D	BID
Pollard - 6' T-Handle Clean out tool			275
Pollard - 7' T-Handle Clean out tool			295
Pollard - 8' T-Handle Clean out tool			310
Richardson - Pipe Descaler (36" long)			199
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)			130
Manhole hooks (2')			32
Manhole hooks (3')			36
Manhole hooks (4')			N/D
3 Foot - Mighty Probe Insulated T-Handle			110
4 Foot - Mighty Probe Insulated T-Handle			110
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)			
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)			
Iron Pipe Thread to National Standard Thread Coupling			
		Price/Can	Size Can (OZ)
Krylon Inverted Blue Marking Paint	\$4.49	<del>4.50</del>	170Z
Krylon Inverted Red Marking Paint	\$4.49	<del>4.50</del>	
Krylon Inverted Green Marking Paint	\$4.49	<del>4.50</del>	
Krylon Inverted White Marking Paint	\$4.49	<del>4.50</del>	
Krylon Inverted Purple Marking Paint	\$4.49	<del>4.50</del>	
Krylon Inverted Orange Marking Paint	\$4.49	<del>4.50</del>	
		Price/100 count	
21" Blue Marking Flags			12
21" Red Marking Flags			12
21" Green Marking Flags			12
21" White Marking Flags			12
21" Purple Marking Flags			12

COPY &amp; MAIL

**2025-2026 City of Darien Water Department Parts Purchase List**

<b>American Flow Control Valves</b>		
		<b>Price</b>
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		975
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		1250
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		1925
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		2975
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		3745
<b>New Fire Hydrant &amp; Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory</b>		
		<b>Price</b>
Only accepting the following brands		
Mueller Super Centurion		5250
East Jordan CD250		no bid
Waterous Pacer		5250
Clow Medallion		no bid
<b>Company Name:</b>	CONRAD MAIN	
<b>Address:</b>	3415 DHD AVE ST CHARLES	
<b>Submitted By-Print Name:</b>	NICH HAMILTON	
<b>Date:</b>	11/12/24	
<b>Office Telephone Number:</b>	630-665-1800	
<b>Mobile Telephone Number:</b>		
<b>Fax Number:</b>	630-665-1833	
<b>E-mail Address:</b>	NICH.HAMILTON@CONRADMAIN.COM	
<b>Authorized Signature:</b>		

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A resolution accepting a proposal from Underground Pipe & Valve Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

**RESOLUTION**

**BACKGROUND**

During the year, the department requires the use of various utility tools and marking supplies to repair water-system related items throughout the City.

On November 13, 2024, staff received competitive quotes for the various tools and marking supplies, and staff received six (6) quotes. See [Attachment A](#) for the highlighted lowest bid. None of the quotes submitted were the lowest in all categories, therefore several vendors were selected to provide the parts. The request for quotes stipulated that pricing be held in place through April 30, 2026. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2027 and 2028.

Underground Pipe & Valve Company is the awarded vendor for adjustable fire hydrant wrench, Richardson 2' pentagon key w/Snap on socket and Gavin-6', 7', 8' curb box/service key (solid).

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Underground Pipe & Valve Company.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda under New Business for formal approval.



## City of Darien

**General Water Department Utility Tools & Utility Marking Supplies**  
**(MADE IN THE USA NO EXCEPTIONS)**

	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
	Price	Price	Price	Price	Price	Price	Price
Adjustable Fire Hydrant Wrench	\$ 29.00	\$ 25.00	no quote	\$ 55.78	\$ 30.00	\$ 30.00	\$ 65.00
Richardson 2' Pentagon Key w/Snap on Socket	\$ 125.00	\$ 115.00	no quote	no quote	\$ 125.00	\$ 125.00	\$ 185.00
<b>TOTALS</b>	<b>\$ 154.00</b>	<b>\$ 140.00</b>	<b>no quote</b>	<b>\$ 55.78</b>	<b>\$ 155.00</b>	<b>\$ 155.00</b>	<b>\$ 250.00</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 29.00</b>	<b>\$ 25.00</b>	<b>no quote</b>	<b>\$ 55.78</b>	<b>\$ 30.00</b>	<b>\$ 30.00</b>	<b>\$ 65.00</b>
Gavin - 6' Curb Box/Service Key (Solid)	\$ 59.00	\$ 52.00	no quote	\$ 59.56	\$ 70.00	\$ 70.00	\$ 80.00
Gavin - 7' Curb Box/Service Key (Solid)	\$ 65.00	\$ 58.00	no quote	\$ 64.03	\$ 80.00	\$ 80.00	\$ 85.00
Gavin - 8' Curb Box/Service Key (Solid)	\$ 70.00	\$ 62.00	no quote	\$ 68.93	\$ 115.00	\$ 115.00	\$ 90.00
<b>TOTALS</b>	<b>\$ 194.00</b>	<b>\$ 172.00</b>	<b>no quote</b>	<b>\$ 192.52</b>	<b>\$ 265.00</b>	<b>\$ 265.00</b>	<b>\$ 255.00</b>
8' 4-way Swivel Valve Key (with 2" Square)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Pollard - 6' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 275.00	\$ 275.00	\$ 365.00
Pollard - 7' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 295.00	\$ 295.00	\$ 395.00
Pollard - 8' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 310.00	\$ 310.00	\$ 425.00
<b>TOTALS</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>\$ 880.00</b>	<b>\$ 880.00</b>	<b>\$ 1,185.00</b>
<b>TOTALS WITH NO BIDS</b>					<b>\$ 880.00</b>	<b>\$ 880.00</b>	<b>\$ 1,185.00</b>
Richardson - Pipe Descaler (36" long)	no quote	\$ 216.00	no quote	no quote	\$ 199.00	\$ 199.00	\$ 240.00
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)	\$ 105.00	\$ 125.00	no quote	no quote	\$ 130.00	\$ 130.00	\$ 125.00
Manhole hooks (2')	\$ 30.00	\$ 30.00	\$ 46.48	no quote	\$ 32.00	\$ 32.00	\$ 36.00
Manhole hooks (3')	\$ 38.00	\$ 38.00	\$ 68.26	no quote	\$ 36.00	\$ 36.00	\$ 65.00
Manhole hooks (4')	no quote	no quote	no quote	no quote	no quote	no quote	no quote
3 Foot - Mighty Probe Insulated T-Handle	\$ 87.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 125.00
4 Foot - Mighty Probe Insulated T-Handle	\$ 89.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 135.00
<b>TOTALS</b>	<b>\$ 349.00</b>	<b>\$ 409.00</b>	<b>\$ 114.74</b>	<b>no quote</b>	<b>\$ 617.00</b>	<b>\$ 617.00</b>	<b>\$ 726.00</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 68.00</b>	<b>\$ 193.00</b>	<b>\$ 114.74</b>		<b>\$ 68.00</b>	<b>\$ 68.00</b>	<b>\$ 101.00</b>
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)	\$ 120.00	no quote	no quote	no quote	no quote	no quote	no quote
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Iron Pipe Thread to National Standard Thread Coupling	\$ 29.00	no quote	no quote	no quote	no quote	no quote	no quote
<b>TOTALS</b>	<b>\$ 149.00</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 149.00</b>						
Krylon Inverted Blue Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Red Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Green Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted White Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Purple Marking Paint can price	no quote	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Orange Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
<b>TOTALS</b>	<b>\$ 32.50</b>	<b>no quote</b>	<b>no quote</b>	<b>\$ 26.94</b>	<b>\$ 27.00</b>	<b>\$ 26.94</b>	<b>no quote</b>
21" Blue Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Red Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Green Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" White Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Purple Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
<b>TOTALS</b>	<b>\$ 60.00</b>	<b>\$ 150.00</b>	<b>no quote</b>	<b>\$ 95.00</b>	<b>\$ 60.00</b>	<b>\$ 60.00</b>	<b>no quote</b>
<b>TOTAL</b>	<b>\$ 938.50</b>	<b>\$ 871.00</b>	<b>\$ 114.74</b>	<b>\$ 370.24</b>	<b>\$ 2,004.00</b>	<b>\$ 2,003.94</b>	<b>\$ 2,416.00</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 532.50</b>	<b>\$ 540.00</b>	<b>\$ 114.74</b>	<b>\$ 370.24</b>	<b>\$ 1,330.00</b>	<b>\$ 1,329.94</b>	<b>\$ 1,606.00</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM UNDERGROUND PIPE & VALVE COMPANY FOR CERTAIN GENERAL WATER DEPARTMENT UTILITY TOOLS AND MARKING SUPPLIES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Underground Pipe & Valve Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026, 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 3<sup>rd</sup> day of February 2025.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

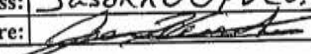
\_\_\_\_\_  
CITY ATTORNEY

## 2025-2026 City of Darien Water Department Parts Purchase List

**General Water Department Utility Tools & Utility Marking Supplies**  
**(MADE IN THE USA NO EXCEPTIONS)**

			Price
Adjustable Fire Hydrant Wrench			25-
Richardson 2' Pentagon Key w/Snap on Socket			115-
Gavin - 6' Curb Box/Service Key (Solid)			52-
Gavin - 7' Curb Box/Service Key (Solid)			58-
Gavin - 8' Curb Box/Service Key (Solid)			62-
8' 4-way Swivel Valve Key (with 2" Square)			N/A
Pollard - 6' T-Handle Clean out tool			N/A
Pollard - 7' T-Handle Clean out tool			↓
Pollard - 8' T-Handle Clean out tool			↓
Richardson - Pipe Descaler (36" long)			216-
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)			125-
Manhole hooks (2')			30-
Manhole hooks (3')			38-
Manhole hooks (4')			N/A
3 Foot - Mighty Probe Insulated T-Handle			↓
4 Foot - Mighty Probe Insulated T-Handle			↓
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)			N/A
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)			↓
Iron Pipe Thread to National Standard Thread Coupling			↓
		Price/Can	Size Can (OZ)
Krylon Inverted Blue Marking Paint		N/A	N/A
Krylon Inverted Red Marking Paint		↓	↓
Krylon Inverted Green Marking Paint		↓	↓
Krylon Inverted White Marking Paint		↓	↓
Krylon Inverted Purple Marking Paint		↓	↓
Krylon Inverted Orange Marking Paint		↓	↓
		Price/100 count	
21" Blue Marking Flags			30-
21" Red Marking Flags			30-
21" Green Marking Flags			30-
21" White Marking Flags			30-
21" Purple Marking Flags			30-

**2025-2026 City of Darien Water Department Parts Purchase List**

<b>American Flow Control Valves</b>			<b>Price</b>
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90			N/A
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00			
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10			
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20			
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30			✓
<b>New Fire Hydrant &amp; Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory</b>			
			<b>Price</b>
Only accepting the following brands			
Mueller Super Centurion			N/A
East Jordan CD250			
Waterous Pacer			✓
Clow Medallion			4885-
<b>Company Name:</b> Underground Pipe + Valve <b>Address:</b> 211 Amendodge Dr. Shorewood, IL 60404 <b>Submitted By-Print Name:</b> Jason Henschen <b>Date:</b> 11-4-24 <b>Office Telephone Number:</b> 815-730-1180 <b>Mobile Telephone Number:</b> 815-557-9011 <b>Fax Number:</b> 815-730-1270 <b>E-mail Address:</b> jasonh@upvc.com <b>Authorized Signature:</b> 			

UPVC

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A resolution accepting a proposal from Water Products Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

**RESOLUTION**

**BACKGROUND**

During the year, the department requires the use of various utility fixtures to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received six (6) quotes on November 13, 2024. See [Attachment A](#). Please find the lowest bid items highlighted. None of the quotes submitted were the lowest in all categories, therefore several vendors were selected to provide the parts. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2026 and 2027.

Water Products Company is the awarded vendor for ratchet wrench (w/1 ¼" & 1 1/16" sockets), manhole hooks (2'), 3' & 4' mighty probe insulated T-handle, 2 ½" iron pipe thread 2" fire hose (50' length) and iron pipe thread to National Standard thread coupling.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Water Products Company.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda Under New Business for formal approval.



## City of Darien

**General Water Department Utility Tools & Utility Marking Supplies**  
**(MADE IN THE USA NO EXCEPTIONS)**

	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
	Price	Price	Price	Price	Price	Price	Price
Adjustable Fire Hydrant Wrench	\$ 29.00	\$ 25.00	no quote	\$ 55.78	\$ 30.00	\$ 30.00	\$ 65.00
Richardson 2' Pentagon Key w/Snap on Socket	\$ 125.00	\$ 115.00	no quote	no quote	\$ 125.00	\$ 125.00	\$ 185.00
<b>TOTALS</b>	<b>\$ 154.00</b>	<b>\$ 140.00</b>	<b>no quote</b>	<b>\$ 55.78</b>	<b>\$ 155.00</b>	<b>\$ 155.00</b>	<b>\$ 250.00</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 29.00</b>	<b>\$ 25.00</b>	<b>no quote</b>	<b>\$ 55.78</b>	<b>\$ 30.00</b>	<b>\$ 30.00</b>	<b>\$ 65.00</b>
Gavin - 6' Curb Box/Service Key (Solid)	\$ 59.00	\$ 52.00	no quote	\$ 59.56	\$ 70.00	\$ 70.00	\$ 80.00
Gavin - 7' Curb Box/Service Key (Solid)	\$ 65.00	\$ 58.00	no quote	\$ 64.03	\$ 80.00	\$ 80.00	\$ 85.00
Gavin - 8' Curb Box/Service Key (Solid)	\$ 70.00	\$ 62.00	no quote	\$ 68.93	\$ 115.00	\$ 115.00	\$ 90.00
<b>TOTALS</b>	<b>\$ 194.00</b>	<b>\$ 172.00</b>	<b>no quote</b>	<b>\$ 192.52</b>	<b>\$ 265.00</b>	<b>\$ 265.00</b>	<b>\$ 255.00</b>
8' 4-way Swivel Valve Key (with 2" Square)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Pollard - 6' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 275.00	\$ 275.00	\$ 365.00
Pollard - 7' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 295.00	\$ 295.00	\$ 395.00
Pollard - 8' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 310.00	\$ 310.00	\$ 425.00
<b>TOTALS</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>\$ 880.00</b>	<b>\$ 880.00</b>	<b>\$ 1,185.00</b>
<b>TOTALS WITH NO BIDS</b>					<b>\$ 880.00</b>	<b>\$ 880.00</b>	<b>\$ 1,185.00</b>
Richardson - Pipe Descaler (36" long)	no quote	\$ 216.00	no quote	no quote	\$ 199.00	\$ 199.00	\$ 240.00
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)	\$ 105.00	\$ 125.00	no quote	no quote	\$ 130.00	\$ 130.00	\$ 125.00
Manhole hooks (2')	\$ 30.00	\$ 30.00	\$ 46.48	no quote	\$ 32.00	\$ 32.00	\$ 36.00
Manhole hooks (3')	\$ 38.00	\$ 38.00	\$ 68.26	no quote	\$ 36.00	\$ 36.00	\$ 65.00
Manhole hooks (4')	no quote	no quote	no quote	no quote	no quote	no quote	no quote
3 Foot - Mighty Probe Insulated T-Handle	\$ 87.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 125.00
4 Foot - Mighty Probe Insulated T-Handle	\$ 89.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 135.00
<b>TOTALS</b>	<b>\$ 349.00</b>	<b>\$ 409.00</b>	<b>\$ 114.74</b>	<b>no quote</b>	<b>\$ 617.00</b>	<b>\$ 617.00</b>	<b>\$ 726.00</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 68.00</b>	<b>\$ 193.00</b>	<b>\$ 114.74</b>		<b>\$ 68.00</b>	<b>\$ 68.00</b>	<b>\$ 101.00</b>
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)	\$ 120.00	no quote	no quote	no quote	no quote	no quote	no quote
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Iron Pipe Thread to National Standard Thread Coupling	\$ 29.00	no quote	no quote	no quote	no quote	no quote	no quote
<b>TOTALS</b>	<b>\$ 149.00</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>	<b>no quote</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 149.00</b>						
Krylon Inverted Blue Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Red Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Green Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted White Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Purple Marking Paint can price	no quote	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Orange Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
<b>TOTALS</b>	<b>\$ 32.50</b>	<b>no quote</b>	<b>no quote</b>	<b>\$ 26.94</b>	<b>\$ 27.00</b>	<b>\$ 26.94</b>	<b>no quote</b>
21" Blue Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Red Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Green Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" White Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Purple Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
<b>TOTALS</b>	<b>\$ 60.00</b>	<b>\$ 150.00</b>	<b>no quote</b>	<b>\$ 95.00</b>	<b>\$ 60.00</b>	<b>\$ 60.00</b>	<b>no quote</b>
<b>TOTAL</b>	<b>\$ 938.50</b>	<b>\$ 871.00</b>	<b>\$ 114.74</b>	<b>\$ 370.24</b>	<b>\$ 2,004.00</b>	<b>\$ 2,003.94</b>	<b>\$ 2,416.00</b>
<b>TOTALS WITH NO BIDS</b>	<b>\$ 532.50</b>	<b>\$ 540.00</b>	<b>\$ 114.74</b>	<b>\$ 370.24</b>	<b>\$ 1,330.00</b>	<b>\$ 1,329.94</b>	<b>\$ 1,606.00</b>

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM WATER PRODUCTS COMPANY  
FOR CERTAIN GENERAL WATER DEPARTMENT UTILITY TOOLS AND MARKING  
SUPPLIES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF  
MAY 1, 2025 THROUGH APRIL 30, 2026**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Water Products Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026, 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 3<sup>rd</sup> day of February 2025.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



RES

## 2025-2026 City of Darien Water Department Parts Purchase List

General Water Department Utility Tools & Utility Marking Supplies  
(MADE IN THE USA NO EXCEPTIONS)

			Price
Adjustable Fire Hydrant Wrench			29
Richardson 2' Pentagon Key w/Snap on Socket			125
Gavin - 6' Curb Box/Service Key (Solid)			
Gavin - 7' Curb Box/Service Key (Solid)			59
Gavin - 8' Curb Box/Service Key (Solid)			65
			70
8' 4-way Swivel Valve Key (with 2" Square)			-
Pollard - 6' T-Handle Clean out tool			-
Pollard - 7' T-Handle Clean out tool			-
Pollard - 8' T-Handle Clean out tool			-
Richardson - Pipe Descaler (36" long)			-
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)			105
Manhole hooks (2')			30
Manhole hooks (3')			38
Manhole hooks (4')			-
3 Foot - Mighty Probe Insulated T-Handle			87
4 Foot - Mighty Probe Insulated T-Handle			89
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)			120
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)			-
Iron Pipe Thread to National Standard Thread Coupling			29
		Price/Can	Size Can (OZ)
Krylon Inverted Blue Marking Paint		6.50	17 oz.
Krylon Inverted Red Marking Paint		6.50	
Krylon Inverted Green Marking Paint		6.50	
Krylon Inverted White Marking Paint		6.50	
Krylon Inverted Purple Marking Paint		-	
Krylon Inverted Orange Marking Paint		6.50	
			↓
		Price/100 count	
21" Blue Marking Flags			12
21" Red Marking Flags			12
21" Green Marking Flags			12
21" White Marking Flags			12
21" Purple Marking Flags			12

**2025-2026 City of Darien Water Department Parts Purchase List**

<b>American Flow Control Valves</b>			
			<b>Price</b>
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90			1012
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00			1296
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10			1981
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20			3072
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30			3873
<b>New Fire Hydrant &amp; Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory</b>			
			<b>Price</b>
Only accepting the following brands			
<b>Mueller Super Centurion</b>			
			—
<b>East Jordan CD250</b>			
			—
<b>Waterous Pacer</b>			
			5990
<b>Clow Medallion</b>			
			5875
Company Name:	WATTEL PRODUCTS COMPANY		
Address:	3255 E. NEW YORK ST TORONTO, IL 60504		
Submitted By-Print Name:	ADAM DOWD		
Date:	11/8/24		
Office Telephone Number:	630-898-6100		
Mobile Telephone Number:	—		
Fax Number:	630-898-1067		
E-mail Address:	ADAM.D@WATTELPRODUCTS.COM		
Authorized Signature:	[Signature]		

\*  
WPC

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A resolution accepting a proposal from Core & Main for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

**RESOLUTION**

**BACKGROUND**

During the year, the department requires the use of various utility fixtures to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received six (6) quotes on November 13, 2024. See [Attachment A](#). Please find the lowest bid items highlighted. None of the quotes submitted were the lowest in all categories, therefore two vendors were selected to provide the parts. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2026 and 2027.

Core & Main is the awarded vendor of all water department utility fixtures made in the U.S. with the exception of the cut-in and solid sleeves with Megalug accessories. Core & Main presented the most complete list of prices.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Core & Main.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda Under New Business for formal approval.



## General Water Department Utility Fixtures (Made in the USA No Exceptions)

***Valve Prices to include Megalug Accessories***	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
	Price	Price	Price	Price	Price	Price	Price
Mueller 6" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 1,169.00	\$ 1,169.00	\$ 1,195.00
Mueller 8" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 1,725.00	\$ 1,725.00	\$ 1,850.00
Mueller 10" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 2,755.00	\$ 2,755.00	\$ 2,888.00
Mueller 12" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 3,580.00	\$ 3,580.00	\$ 3,995.00
6" Megalug Assembly for Ductile Iron Pipe	\$ 73.50	\$ 59.00	\$ 69.45	\$ 54.59	\$ 45.00	\$ 45.00	\$ 53.00
8" Megalug Assembly for Ductile Iron Pipe	\$ 93.00	\$ 78.00	\$ 90.08	\$ 72.89	\$ 62.00	\$ 62.00	\$ 70.00
10" Megalug Assembly for Ductile Iron Pipe	\$ 132.00	\$ 112.00	\$ 127.39	\$ 104.13	\$ 89.00	\$ 89.00	\$ 98.00
12" Megalug Assembly for Ductile Iron Pipe	\$ 170.00	\$ 147.00	\$ 165.22	\$ 137.61	\$ 122.00	\$ 122.00	\$ 135.00
Total	\$ 468.50	\$ 396.00	\$ 382.69	\$ 369.22	\$ 9,547.00	\$ 9,547.00	\$ 10,284.00
TOTALS ADJUSTMENT WITH NO BID	\$ 468.50	\$ 396.00	\$ 382.69	\$ 137.61	\$ 318.00	\$ 318.00	\$ 356.00
6" Cut-In Sleeve w/ Megalug accessories	\$ 985.00	\$ 925.00	no quote	\$ 436.00	\$ 936.00	\$ 936.00	\$ 1,250.00
8" Cut-In Sleeve w/ Megalug accessories	\$ 1,238.00	\$ 1,200.00	no quote	\$ 581.67	\$ 1,225.00	\$ 1,225.00	\$ 1,475.00
10" Cut-In Sleeve w/ Megalug accessories	\$ 1,535.00	\$ 1,480.00	no quote	\$ 726.76	\$ 1,675.00	\$ 1,675.00	\$ 1,825.00
12" Cut-In Sleeve w/ Megalug accessories	\$ 2,037.00	\$ 1,970.00	no quote	\$ 879.45	\$ 1,985.00	\$ 1,985.00	\$ 2,105.00
6" Solid Sleeve w/ Megalug accessories	\$ 296.00	\$ 260.00	no quote	\$ 201.09	\$ 255.00	\$ 255.00	\$ 325.00
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12" Solid Sleeve w/ Megalug accessories	\$ 733.00	\$ 665.00	no quote	\$ 520.64	\$ 670.00	\$ 670.00	\$ 775.00
Total	\$ 7,758.00	\$ 7,340.00	no quote	\$ 3,996.41	\$ 7,578.00	\$ 7,578.00	\$ 8,730.00
TOTALS ADJUSTMENT WITH NO BID	\$ 7,758.00	\$ 7,340.00	no quote	\$ 3,996.41	\$ 7,578.00	\$ 7,578.00	\$ 8,730.00
Mueller Telescoping Service Box (Minneapolis Style) 1-1/4" (H-10300)	no quote	\$ 58.00	no quote	no quote	\$ 55.00	\$ 55.00	\$ 65.00
Mueller Telescoping Service Box (Minneapolis Style) 1-1/2" (H-10302)	no quote	\$ 87.00	no quote	no quote	\$ 67.00	\$ 67.00	\$ 83.00
Mueller Telescoping Service Box (Minneapolis Style) 2" (H-10304)	no quote	no quote	no quote	no quote	\$ 118.00	\$ 118.00	\$ 135.00
Mueller 2-1/2" Repair Lid (with 1-1/4" Threads) (89375)	no quote	\$ 16.00	no quote	no quote	\$ 12.00	\$ 12.00	\$ 16.25
Mueller 2-1/2" Repair Lid (with 1-1/2" Threads) (89980)	no quote	\$ 14.25	no quote	no quote	\$ 16.50	\$ 16.50	\$ 18.50
Mueller 2-1/2" Expandable Repair Lid (H-10374)	no quote	\$ 13.00	no quote	no quote	\$ 24.50	\$ 24.50	\$ 24.50
Total	no quote	\$ 188.25	no quote	no quote	\$ 293.00	\$ 293.00	\$ 342.25
TOTALS ADJUSTMENT WITH NO BID	no quote	\$ 188.25	no quote	no quote	\$ 175.00	\$ 175.00	\$ 207.25
Valve Box (664-S)	\$ 279.00	\$ 230.00	\$ 261.42	\$ 249.07	\$ 245.00	\$ 245.00	\$ 295.00
18" Valve Box Extension (#59)	\$ 95.00	\$ 85.00	\$ 79.21	\$ 84.98	\$ 87.00	\$ 87.00	\$ 85.00
24" Valve Box Extension (#60)	\$ 96.00	\$ 86.00	\$ 83.59	\$ 85.95	\$ 89.00	\$ 89.00	\$ 89.00
5-1/2" Valve Box Lid	\$ 23.00	\$ 20.00	\$ 24.77	\$ 20.51	\$ 21.00	\$ 21.00	\$ 26.50
Valve Box Stabilizer (plastic)	\$ 36.00	\$ 30.00	\$ 40.00	no quote	\$ 26.00	\$ 26.00	\$ 37.50
Valve Box Stabilizer (rubber)	\$ 59.00	no quote	no quote	\$ 48.85	\$ 52.00	\$ 48.85	\$ 63.00
Shear Guard 6" Clay to Plastic Non Shear Coupling	\$ 65.00	\$ 60.00	no quote	\$ 48.81	no quote	\$ 48.81	no quote
Shear Guard 6" Plastic to Plastic Non Shear Coupling	\$ 49.00	\$ 100.00	no quote	\$ 91.00	no quote	\$ 49.00	no quote
Total	\$ 702.00	\$ 611.00	\$ 488.99	\$ 629.17	\$ 520.00	\$ 614.66	\$ 596.00
TOTALS ADJUSTMENT	\$ 529.00	\$ 451.00	\$ 488.99	\$ 580.32	\$ 468.00	\$ 565.81	\$ 495.50
Hymax Coupling 1-1/2"	no quote	no quote	no quote	no quote	\$ 136.00	\$ 136.00	\$ 160.00
Hymax Coupling 2"	\$ 165.00	no quote	no quote	\$ 145.84	\$ 144.00	\$ 144.00	\$ 170.00
Hymax Coupling 3"	\$ 218.00	no quote	no quote	\$ 191.92	\$ 190.00	\$ 190.00	\$ 225.00
Hymax Coupling 4"	\$ 279.00	no quote	no quote	\$ 245.93	\$ 243.00	\$ 243.00	\$ 298.00
Hymax Coupling 6"	\$ 369.00	no quote	no quote	\$ 325.69	\$ 322.00	\$ 322.00	\$ 405.00
Hymax Coupling 8"	\$ 417.00	no quote	no quote	\$ 367.72	\$ 364.00	\$ 364.00	\$ 460.00
Hymax Coupling 10"	\$ 536.00	no quote	no quote	\$ 473.05	\$ 495.00	\$ 473.05	\$ 588.00
Hymax Coupling 12"	\$ 633.00	no quote	no quote	\$ 558.34	\$ 661.00	\$ 661.00	\$ 725.00
Total	\$ 2,617.00	no quote	no quote	\$ 2,308.49	\$ 2,419.00	\$ 2,397.05	\$ 3,031.00
TOTALS ADJUSTMENT WITH NO BID	\$ 2,617.00	no quote	no quote	\$ 2,308.49	\$ 2,283.00	\$ 2,261.05	\$ 2,871.00
1-1/4" B-Box Riser Threaded with set screw - 6" height	\$ 19.75	\$ 22.00	no quote	\$ 25.02	\$ 18.50	\$ 18.50	\$ 19.50
1-1/4" B-Box Riser Threaded with set screw - 12" height	\$ 39.00	\$ 39.00	no quote	\$ 44.91	\$ 34.00	\$ 34.00	\$ 29.95
1-1/4" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 57.00	no quote	\$ 58.72	\$ 40.00	\$ 40.00	\$ 39.95
1-1/2" B-Box Riser Threaded with set screw - 6" height	\$ 22.00	\$ 28.00	no quote	\$ 37.35	\$ 19.00	\$ 19.00	\$ 22.00
1-1/2" B-Box Riser Threaded with set screw - 12" height	\$ 41.00	\$ 52.00	no quote	\$ 50.11	\$ 36.00	\$ 36.00	\$ 32.00
1-1/2" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 67.00	no quote	\$ 64.97	\$ 50.00	\$ 50.00	\$ 42.00
2" B-Box Riser Threaded with set screw - 6" height	\$ 40.00	\$ 50.00	no quote	\$ 38.23	\$ 32.00	\$ 32.00	\$ 32.00
2" B-Box Riser Threaded with set screw - 12" height	no quote	\$ 62.00	no quote	\$ 53.49	\$ 45.00	\$ 45.00	\$ 41.00
2" B-Box Riser Threaded with set screw - 18" height	no quote	no quote	no quote	\$ 74.08	\$ 58.00	\$ 58.00	\$ 62.00
Total	\$ 161.75	\$ 377.00	no quote	\$ 446.88	\$ 332.50	\$ 332.50	\$ 320.40
TOTALS ADJUSTMENT WITH NO BID	\$ 161.75	\$ 191.00	no quote	\$ 195.62	\$ 139.50	\$ 139.50	\$ 135.45
TOTALS							
TOTALS ADJUSTMENT WITH NO BID	\$ 11,534.25	\$ 8,566.25	\$ 871.68	\$ 7,218.45	\$ 10,961.50	\$ 11,037.36	\$ 12,795.20

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM CORE & MAIN FOR CERTAIN  
GENERAL WATER DEPARTMENT UTILITY FIXTURES FOR THE MAINTENANCE OF  
THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Core & Main for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026, 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 3<sup>rd</sup> day of February 2025.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

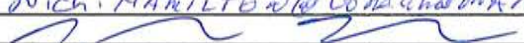
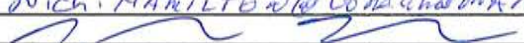
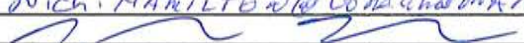
\_\_\_\_\_  
CITY ATTORNEY

## 2025-2026 City of Darien Water Department Parts Purchase List

General Water Department Utility Fixtures (Made in the USA No Exceptions)		
***Valve Prices to include Megalug Accessories***		Price
Mueller 6" Resilient Gate Wedge Valve with Mechanical Joint ends		1169
Mueller 8" Resilient Gate Wedge Valve with Mechanical Joint ends		1725
Mueller 10" Resilient Gate Wedge Valve with Mechanical Joint ends		2955
Mueller 12" Resilient Gate Wedge Valve with Mechanical Joint ends		3580
6" Megalug Assembly for Ductile Iron Pipe		45
8" Megalug Assembly for Ductile Iron Pipe		62
10" Megalug Assembly for Ductile Iron Pipe		89
12" Megalug Assembly for Ductile Iron Pipe		122
6" Cut-In Sleeve w/ Megalug accessories		936
8" Cut-In Sleeve w/ Megalug accessories		1225
10" Cut-In Sleeve w/ Megalug accessories		1475
12" Cut-In Sleeve w/ Megalug accessories		1985
6" Solid Sleeve w/ Megalug accessories		255
8" Solid Sleeve w/ Megalug accessories		337
10" Solid Sleeve w/ Megalug accessories		495
12" Solid Sleeve w/ Megalug accessories		670
Mueller Telescoping Service Box (Minneapolis Style) 1-1/4" (H-10300)		55
Mueller Telescoping Service Box (Minneapolis Style) 1-1/2" (H-10302)		67
Mueller Telescoping Service Box (Minneapolis Style) 2" (H-10304)		118
Mueller 2-1/2" Repair Lid (with 1-1/4" Threads) (89375)		12
Mueller 2-1/2" Repair Lid (with 1-1/2" Threads) (89980)		16.50
Mueller 2-1/2" Expandable Repair Lid (H-10374)		24.50
Valve Box (664-S)		245
18" Valve Box Extension (#59)		87
24" Valve Box Extension (#60)		89
5-1/2" Valve Box Lid		21
Valve Box Stabilizer (plastic)		26
Valve Box Stabilizer (rubber)	\$48.85	<del>52</del>
Shear Guard 6" Clay to Plastic Non Shear Coupling	\$48.81	<del>112.50</del>
Shear Guard 6" Plastic to Plastic Non Shear Coupling	\$49.00	<del>112.50</del>
Hymax Coupling 1-1/2"		136
Hymax Coupling 2"		144
Hymax Coupling 3"		190
Hymax Coupling 4"		243
Hymax Coupling 6"		322
Hymax Coupling 8"		364
Hymax Coupling 10"	\$473.00	<del>445</del>
Hymax Coupling 12"		661
1-1/4" B-Box Riser Threaded with set screw - 6" height		18.50
1-1/4" B-Box Riser Threaded with set screw - 12" height		34
1-1/4" B-Box Riser Threaded with set screw - 18" height		40
1-1/2" B-Box Riser Threaded with set screw - 6" height		19
1-1/2" B-Box Riser Threaded with set screw - 12" height		36
1-1/2" B-Box Riser Threaded with set screw - 18" height		50
2" B-Box Riser Threaded with set screw - 6" height		32
2" B-Box Riser Threaded with set screw - 12" height		45
2" B-Box Riser Threaded with set screw - 18" height		58

core &amp; main

**2025-2026 City of Darien Water Department Parts Purchase List**

<b>American Flow Control Valves</b>																				
		<b>Price</b>																		
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		975																		
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		1250																		
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		1925																		
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		2975																		
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		3745																		
<b>New Fire Hydrant &amp; Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory</b>																				
		<b>Price</b>																		
Only accepting the following brands																				
Mueller Super Centurion		5250																		
East Jordan CD250		no bid																		
Waterous Pacer		5250																		
Clow Medallion		no bid																		
<table border="1"> <tr> <td>Company Name:</td> <td>CORRE AND MAIN</td> </tr> <tr> <td>Address:</td> <td>3415 OHLV AVE ST CHARLES</td> </tr> <tr> <td>Submitted By-Print Name:</td> <td>NICH HAMILTON</td> </tr> <tr> <td>Date:</td> <td>11/12/24</td> </tr> <tr> <td>Office Telephone Number:</td> <td>630-665-1800</td> </tr> <tr> <td>Mobile Telephone Number:</td> <td></td> </tr> <tr> <td>Fax Number:</td> <td>630-665-1883</td> </tr> <tr> <td>E-mail Address:</td> <td>NICH.HAMILTON@CORREANDMAIN.COM</td> </tr> <tr> <td>Authorized Signature:</td> <td></td> </tr> </table>			Company Name:	CORRE AND MAIN	Address:	3415 OHLV AVE ST CHARLES	Submitted By-Print Name:	NICH HAMILTON	Date:	11/12/24	Office Telephone Number:	630-665-1800	Mobile Telephone Number:		Fax Number:	630-665-1883	E-mail Address:	NICH.HAMILTON@CORREANDMAIN.COM	Authorized Signature:	
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Authorized Signature:																				

CORRE AND MAIN



**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A resolution accepting a proposal from Ferguson Waterworks for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

**RESOLUTION**

**BACKGROUND**

During the year, the department requires the use of various utility fixtures to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received six (6) quotes on November 13, 2024. See [Attachment A](#). Please find the lowest bid items highlighted. None of the quotes submitted were the lowest in all categories, therefore two vendors were selected to provide the parts. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2026 and 2027.

Ferguson Waterworks is the awarded vendor for the 6” - 12” cut-in and solid sleeve with Megalug accessories for the water department utility fixtures.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this resolution with Ferguson Waterworks.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda Under New Business for formal approval.



## City of Darien

## General Water Department Utility Fixtures (Made in the USA No Exceptions)

***Valve Prices to include Megalug Accessories***	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
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24" Valve Box Extension (#60)	\$ 96.00	\$ 86.00	\$ 83.59	\$ 85.95	\$ 89.00	\$ 89.00	\$ 89.00
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Valve Box Stabilizer (plastic)	\$ 36.00	\$ 30.00	\$ 40.00	no quote	\$ 26.00	\$ 26.00	\$ 37.50
Valve Box Stabilizer (rubber)	\$ 59.00	no quote	no quote	\$ 48.85	\$ 52.00	\$ 48.85	\$ 63.00
Shear Guard 6" Clay to Plastic Non Shear Coupling	\$ 65.00	\$ 60.00	no quote	\$ 48.81	no quote	\$ 48.81	no quote
Shear Guard 6" Plastic to Plastic Non Shear Coupling	\$ 49.00	\$ 100.00	no quote	\$ 91.00	no quote	\$ 49.00	no quote
Total	\$ 702.00	\$ 611.00	\$ 488.99	\$ 629.17	\$ 520.00	\$ 614.66	\$ 596.00
TOTALS ADJUSTMENT	\$ 529.00	\$ 451.00	\$ 488.99	\$ 580.32	\$ 468.00	\$ 565.81	\$ 495.50
Hymax Coupling 1-1/2"	no quote	no quote	no quote	no quote	\$ 136.00	\$ 136.00	\$ 160.00
Hymax Coupling 2"	\$ 165.00	no quote	no quote	\$ 145.84	\$ 144.00	\$ 144.00	\$ 170.00
Hymax Coupling 3"	\$ 218.00	no quote	no quote	\$ 191.92	\$ 190.00	\$ 190.00	\$ 225.00
Hymax Coupling 4"	\$ 279.00	no quote	no quote	\$ 245.93	\$ 243.00	\$ 243.00	\$ 298.00
Hymax Coupling 6"	\$ 369.00	no quote	no quote	\$ 325.69	\$ 322.00	\$ 322.00	\$ 405.00
Hymax Coupling 8"	\$ 417.00	no quote	no quote	\$ 367.72	\$ 364.00	\$ 364.00	\$ 460.00
Hymax Coupling 10"	\$ 536.00	no quote	no quote	\$ 473.05	\$ 495.00	\$ 473.05	\$ 588.00
Hymax Coupling 12"	\$ 633.00	no quote	no quote	\$ 558.34	\$ 661.00	\$ 661.00	\$ 725.00
Total	\$ 2,617.00	no quote	no quote	\$ 2,308.49	\$ 2,419.00	\$ 2,397.05	\$ 3,031.00
TOTALS ADJUSTMENT WITH NO BID	\$ 2,617.00	no quote	no quote	\$ 2,308.49	\$ 2,283.00	\$ 2,261.05	\$ 2,871.00
1-1/4" B-Box Riser Threaded with set screw - 6" height	\$ 19.75	\$ 22.00	no quote	\$ 25.02	\$ 18.50	\$ 18.50	\$ 19.50
1-1/4" B-Box Riser Threaded with set screw - 12" height	\$ 39.00	\$ 39.00	no quote	\$ 44.91	\$ 34.00	\$ 34.00	\$ 29.95
1-1/4" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 57.00	no quote	\$ 58.72	\$ 40.00	\$ 40.00	\$ 39.95
1-1/2" B-Box Riser Threaded with set screw - 6" height	\$ 22.00	\$ 28.00	no quote	\$ 37.35	\$ 19.00	\$ 19.00	\$ 22.00
1-1/2" B-Box Riser Threaded with set screw - 12" height	\$ 41.00	\$ 52.00	no quote	\$ 50.11	\$ 36.00	\$ 36.00	\$ 32.00
1-1/2" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 67.00	no quote	\$ 64.97	\$ 50.00	\$ 50.00	\$ 42.00
2" B-Box Riser Threaded with set screw - 6" height	\$ 40.00	\$ 50.00	no quote	\$ 38.23	\$ 32.00	\$ 32.00	\$ 32.00
2" B-Box Riser Threaded with set screw - 12" height	no quote	\$ 62.00	no quote	\$ 53.49	\$ 45.00	\$ 45.00	\$ 41.00
2" B-Box Riser Threaded with set screw - 18" height	no quote	no quote	no quote	\$ 74.08	\$ 58.00	\$ 58.00	\$ 62.00
Total	\$ 161.75	\$ 377.00	no quote	\$ 446.88	\$ 332.50	\$ 332.50	\$ 320.40
TOTALS ADJUSTMENT WITH NO BID	\$ 161.75	\$ 191.00	no quote	\$ 195.62	\$ 139.50	\$ 139.50	\$ 135.45
TOTALS							
TOTALS ADJUSTMENT WITH NO BID	\$ 11,534.25	\$ 8,566.25	\$ 871.68	\$ 7,218.45	\$ 10,961.50	\$ 11,037.36	\$ 12,795.20

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM FERGUSON  
WATERWORKS FOR CERTAIN GENERAL WATER DEPARTMENT UTILITY  
FIXTURES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A  
PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026**

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

**SECTION 1:** The City Council of the City of Darien does hereby accept a proposal from Ferguson Waterworks for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026, 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 3<sup>rd</sup> day of February 2025.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK


APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## 2025-2026 City of Darien Water Department Parts Purchase List

General Water Department Utility Fixtures (Made in the USA No Exceptions)		
***Valve Prices to include Megalug Accessories***		Price
Mueller 6" Resilient Gate Wedge Valve with Mechanical Joint ends	NO BID	
Mueller 8" Resilient Gate Wedge Valve with Mechanical Joint ends		
Mueller 10" Resilient Gate Wedge Valve with Mechanical Joint ends	↓	
Mueller 12" Resilient Gate Wedge Valve with Mechanical Joint ends		
6" Megalug Assembly for Ductile Iron Pipe		54.59
8" Megalug Assembly for Ductile Iron Pipe		72.89
10" Megalug Assembly for Ductile Iron Pipe		104.13
12" Megalug Assembly for Ductile Iron Pipe		137.61
6" Cut-In Sleeve w/ Megalug accessories		436.00
8" Cut-In Sleeve w/ Megalug accessories		581.67
10" Cut-In Sleeve w/ Megalug accessories		726.76
12" Cut-In Sleeve w/ Megalug accessories		879.45
6" Solid Sleeve w/ Megalug accessories		201.09
8" Solid Sleeve w/ Megalug accessories		263.02
10" Solid Sleeve w/ Megalug accessories		387.73
12" Solid Sleeve w/ Megalug accessories		520.64
Mueller Telescoping Service Box (Minneapolis Style) 1-1/4" (H-10300)	NO BID	
Mueller Telescoping Service Box (Minneapolis Style) 1-1/2" (H-10302)		
Mueller Telescoping Service Box (Minneapolis Style) 2" (H-10304)	↓	
Mueller 2-1/2" Repair Lid (with 1-1/4" Threads) (89375)		
Mueller 2-1/2" Repair Lid (with 1-1/2" Threads) (89980)		
Mueller 2-1/2" Expandable Repair Lid (H-10374)	↓	
Valve Box (664-S)		249.07
18" Valve Box Extension (#59)		84.98
24" Valve Box Extension (#60)		85.95
5-1/2" Valve Box Lid		20.51
Valve Box Stabilizer (plastic)	NO BID	
Valve Box Stabilizer (rubber)		48.85
Shear Guard 6" Clay to Plastic Non Shear Coupling		48.81
Shear Guard 6" Plastic to Plastic Non Shear Coupling		91.00
Hymax Coupling 1-1/2"	NO BID	
Hymax Coupling 2"		145.84
Hymax Coupling 3"		191.92
Hymax Coupling 4"		245.93
Hymax Coupling 6"		325.69
Hymax Coupling 8"		367.72
Hymax Coupling 10"		473.05
Hymax Coupling 12"		558.34
1-1/4" B-Box Riser Threaded with set screw - 6" height		25.02
1-1/4" B-Box Riser Threaded with set screw - 12" height		44.91
1-1/4" B-Box Riser Threaded with set screw - 18" height		58.72
1-1/2" B-Box Riser Threaded with set screw - 6" height		32.35
1-1/2" B-Box Riser Threaded with set screw - 12" height		50.11
1-1/2" B-Box Riser Threaded with set screw - 18" height		64.97
2" B-Box Riser Threaded with set screw - 6" height		38.23
2" B-Box Riser Threaded with set screw - 12" height		53.49
2" B-Box Riser Threaded with set screw - 18" height		74.08

**2025-2026 City of Darien Water Department Parts Purchase List**

<b>American Flow Control Valves</b>		
		<b>Price</b>
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90	NO BID ↓	
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		
<b>New Fire Hydrant &amp; Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory</b>		
		<b>Price</b>
<b>Only accepting the following brands</b>		
<b>Mueller Super Centurion</b>		
<b>East Jordan CD250</b>	\$ 4,201.30	4,201.30
<b>Waterous Pacer</b>		
<b>Clow Medallion</b>		
<b>Company Name:</b>	Ferguson Waterworks	
<b>Address:</b>	1770 State St. Decatur, IL 60115	
<b>Submitted By-Print Name:</b>	Kyle LePak	
<b>Date:</b>	11-13-2024	
<b>Office Telephone Number:</b>	815-756-2800	
<b>Mobile Telephone Number:</b>		
<b>Fax Number:</b>		
<b>E-mail Address:</b>	kyle.lepak@ferguson.com	
<b>Authorized Signature:</b>		

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A resolution authorizing the Mayor to extend a contract with Rag's Electric, Inc., per the proposed unit prices, for the 2025 Street Light Maintenance beginning May 1, 2025 through April 30, 2026.

**RESOLUTION**

**BACKGROUND/HISTORY**

On December 5, 2023 staff had received two (2) sealed bids for the 2024-25 Street Light Maintenance Contract. Rags Electric Inc., submitted the lowest bid for street lights repair, hourly rates for labor, and equipment. See [Attachment A](#). Although Rag's Electric submitted the lowest bid overall some areas were higher.

Below, please find a summary of the items within the proposed contract and attached please find [Attachment B](#)-labeled as Proposed Cost Estimates for 2025-26.

**Item 1-Cost to Repair Street Light** - This item requires the vendor to repair the street light at a specified unit cost. The repair would include equipment labor and the LED fixture.

**Item 2-Hourly Rate for Labor and Equipment** - This item requires the vendor to provide unit costs on an hourly basis for labor and equipment. Such items would include a light pole knock down, identifying a ground fault or any other extraordinary mishaps.

**Items 3- Option 3a-Aluminum Pole-Option 3b-Concrete Pole**-This item requires the vendor to provide unit pricing for new street light requests and knockdowns. Annually, the City of Darien receives 3-4 petitioned requests for the installation of an aluminum or concrete street lights. The cost is for the vendor to provide the labor, equipment and miscellaneous material to install the complete fixture. The City will provide the ground base, poles and fixtures to complete a job.

**Option 4-Uniduct and Option 5-Straightening Concrete Poles** –The light pole installation will be subject to an additional cost for Uniduct wiring, at a per a lineal foot unit price installed. The Straightening Concrete Poles is an item that is occasionally utilized due to pole being a direct bury and subject to tilting due to frost and thaw cycles.

The 2025-26 Budget requests funding for the Street Light Program from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE
01-30-4359	STREET LIGHT OPERATION & MAINTENANCE	\$ 72,000	\$ 72,000
01-30-4359	STREET LIGHT INSTALLATION	\$ 10,000	\$ 10,000



	TOTAL	\$ 82,000	\$ 82,000
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**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of the resolution authorizing the Mayor to extend a contract with Rag's Electric, Inc., per the proposed unit prices, for the 2025 Street Light Maintenance beginning May 1, 2025 through April 30, 2026. The vendor has provided quality service to the City since 2012.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the February 3, 2025 City Council agenda under New Business for formal consideration and subject to the FY25-26 Budget approval.



Request for Quote: 2024 - 2026 Streetlight Maintenance Program  
Opening Date: December 5, 2023 @ 10:00 a.m.

**2025 STREETLIGHT PROGRAM COST SUMMARY**

VENDOR				H&H ELECTRIC		RAGS ELECTRIC		RENEGOTIATED RAGS ELECTRIC	
Item#	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
<b>2025 PRICING</b>									
1	Total cost to repair Street Light Outage	Each	120	\$ 298.00	\$ 35,760.00	\$ 172.00	\$ 20,640.00	\$ 172.00	\$ 20,640.00
	Total cost to supply, remove and replace fuse kit	Each	20	\$ 305.20	\$ 6,104.00	\$ 36.00	\$ 720.00	\$ 36.00	\$ 720.00
<b>SUB-TOTAL COST ITEM 1</b>					<b>\$ 41,864.00</b>		<b>\$ 21,360.00</b>		<b>\$ 21,360.00</b>
2	Hourly Labor Rates								
	Journeyman – Straight Time	HR	1	\$ 198.70	\$ 198.70	\$ 128.00	\$ 128.00	\$ 128.00	\$ 128.00
	Journeyman – Over Time	HR	1	\$ 298.00	\$ 298.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00
	Helper – Straight Time	HR	1	\$ 198.70	\$ 198.70	\$ 82.00	\$ 82.00	\$ 82.00	\$ 82.00
	Helper – Over Time	HR	1	\$ 298.00	\$ 298.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00
	Bucket Truck	HR	1	\$ 298.70	\$ 298.70	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00
	Lift Truck	HR	1	\$ 100.00	\$ 100.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
	Pickup Truck	HR	1	\$ 54.50	\$ 54.50	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
	Auger/Backhoe	HR	1	\$ 27.30	\$ 27.30	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
<b>SUB-TOTAL COST ITEM 2</b>					<b>\$ 1,473.90</b>	<b>\$ 579.00</b>	<b>\$ 579.00</b>	<b>\$ 579.00</b>	<b>\$ 579.00</b>
3	Installation of Street Light								
a.	Aluminum pole 25' height with 8' mast arm, foundation, photocell and fixture	Each	5	\$ 1,749.50	\$ 8,747.50	\$ 3,500.00	\$ 17,500.00	\$ 1,749.50	\$ 8,747.50
b.	Concrete pole 25' height direct bury, with 8' mast arm, photocell and fixture	Each	2	\$ 1,840.00	\$ 3,680.00	\$ 4,000.00	\$ 8,000.00	\$ 1,840.00	\$ 3,680.00
<b>SUB-TOTAL COST ITEM 3</b>					<b>\$ 12,427.50</b>		<b>\$ 25,500.00</b>		<b>\$ 12,427.50</b>
4	Unit cost for Uniduct (Material and Installation) Material 1 1/4" – XLP-USP with 3 #6 Copper Wires	Ft.	200	\$ 24.10	\$ 4,820.00	\$ 18.00	\$ 3,600.00	\$ 18.00	\$ 3,600.00
<b>SUB-TOTAL COST ITEM 4</b>					<b>\$ 4,820.00</b>		<b>\$ 3,600.00</b>		<b>\$ 3,600.00</b>
5	Straightening of Concrete Light Poles	Each	10	\$ 817.40	\$ 8,174.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00
<b>SUB-TOTAL COST ITEM 5</b>					<b>\$ 8,174.00</b>		<b>\$ 3,000.00</b>		<b>\$ 3,000.00</b>
<b>2025 Total</b>					<b>\$ 68,759.40</b>		<b>\$ 54,039.00</b>		<b>\$ 40,966.50</b>

## Regina Kokkinis

---

**From:** pdurkin ragselectric.com <pdurkin@ragselectric.com>  
**Sent:** Thursday, January 23, 2025 3:34 PM  
**To:** Dan Gombac  
**Cc:** Regina Kokkinis  
**Subject:** Re: rags Electric FY 25 Contract Ext

Dan,

With the poles excluded from pricing, we can match the numbers from the bid tally of H&H.

Thanks,

Patrick Durkin

Rag's Electric, Inc.  
(773) 619-7640

---

**From:** Dan Gombac <dgombac@darienil.gov>  
**Sent:** Thursday, January 9, 2025 10:09 AM  
**To:** pdurkin ragselectric.com <pdurkin@ragselectric.com>  
**Cc:** Regina Kokkinis <rkokkinis@darienil.gov>  
**Subject:** rags Electric FY 25 Contract Ext

Pat,

Pls review the att for any further pricing relief for the two items that relate to Item 3a and b.

Sincerely,

Daniel Gombac  
Director of Municipal Services  
630-353-8106 Mobile 630-514-2519

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

**From:** scanner@darienil.gov <scanner@darienil.gov>  
**Sent:** Wednesday, January 8, 2025 10:23 PM  
**To:** Dan Gombac <dgombac@darienil.gov>  
**Subject:**

-----  
TASKalfa 6053ci  
[00:17:c8:65:f4:c8]  
-----

# REPAIR COST ESTIMATES

Company Name	Year	Street Light Repair Total Item 1	Hourly Labor Rate Ranking Item 2	Lamp Charges Items 3a,b	Renegotiated Lamp Charges Items 3a,b	Uniduct Material & Installation Item 4a	Straighten Concrete Poles Item 5	Total Unit Costs
	2024	\$ 603.20	\$ 1,473.90	\$ 3,589.50	\$ 3,589.50	\$ 24.10	\$ 817.40	\$ 6,508.10
H & H Electric, Co.	2025	\$ 603.20	\$ 1,473.90	\$ 3,589.50	\$ 3,589.50	\$ 24.10	\$ 817.40	\$ 6,508.10
	2026	\$ 603.20	\$ 1,473.90	\$ 3,589.50	\$ 3,589.50	\$ 24.10	\$ 817.40	\$ 6,508.10
	2024	\$ 205.00	\$ 564.00	\$ 7,500.00	\$ 3,589.50	\$ 18.00	\$ 300.00	\$ 4,676.50
Rag's Electric, Inc.	2025	\$ 208.00	\$ 579.00	\$ 7,500.00	\$ 3,589.50	\$ 18.00	\$ 300.00	\$ 4,694.50
	2026	\$ 211.00	\$ 593.00	\$ 7,500.00	\$ 3,589.50	\$ 18.00	\$ 300.00	\$ 4,711.50

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND A CONTRACT  
WITH RAG'S ELECTRIC, INC., PER THE PROPOSED UNIT PRICES, FOR  
THE 2025 STREET LIGHT MAINTENANCE BEGINNING  
MAY 1, 2025 THROUGH APRIL 30, 2026**

**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 extend a contract with Rag's Electric, Inc., per the proposed unit prices, for the 2025 Street Light Maintenance beginning May 1, 2025 through April 30, 2026, 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 3<sup>rd</sup> day of February 2025.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 3<sup>rd</sup> day of February 2025.

\_\_\_\_\_  
JOSEPH A. MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



**III. – ADDITIONAL INFORMATION****Vendor Information Sheet**

The Maintenance Contract shall begin on May 1, 2024 and be in effect until April 30, 2025. Two optional contract extensions may be considered and will be reviewed for recommendation by March of the respective subsequent year.

**TO BE COMPLETED BY VENDOR**

COMPANYNAME: Rag's Electric, Inc.

CONTACT PERSON: Patrick Durkin

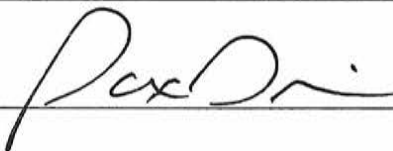
ADDRESS: 620 Executive Dr.

CITY, STATE, ZIP CODE: Willowbrook, IL. 60527

TELEPHONE NUMBER: Office (630) 739-7247 Mobile (773) 619-7640

FACSIMILE NUMBER: (630) 739-7424

E-MAIL ADDRESS: pdurkin@ragselectric.com

AUTHORIZED SIGNATURE: 

## Schedule of Prices for:

### STREET LIGHT MAINTENANCE SERVICES PROPOSAL FOR STREET LIGHTS AND POLES LOCATED WITHIN THE RIGHT OF WAYS

Item No.	Items	Unit	Quantity	Unit Price	Total
<b>2025 PRICING</b>					
1	Total cost to repair Street Light Outage	Each	120	172	20,640
	Total cost to supply, remove and replace fuse kit	Each	20	36	720
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	128	128
	Journeyman – Over Time	HR	1	190	190
	Helper – Straight Time	HR	1	82	82
	Helper – Over Time	HR	1	123	123
	Bucket Truck	HR	1	36	36
	Lift Truck	HR	1	6	6
	Pickup Truck	HR	1	7	7
	Auger/Backhoe	HR	1	7	7
3.	Installation of Street Light				
a.	Aluminum pole 25' height with 8' mast arm, foundation, photocell and Helix fixture	Each	5	<del>\$1,749.50</del> <del>3,500-</del>	<del>\$8,747.50</del> <del>17,500-</del>
b.	Concrete pole 25' height direct bury, with 8' mast arm, photocell and fixture	Each	2	<del>\$1,840.00</del> <del>4,000-</del>	<del>\$3,680.00</del> <del>8,000-</del>
4.	Unit cost for Uniduct (Material and Installation) Material 1 1/4" – XLP-USP with 3 #6 Copper Wires	Ft.	200	18	3,600
5.	Straightening of Concrete Light Poles	Each	10	300	3,000
<b>2025 Total</b>					<del>\$40,966.50</del> <del>54,039.00--</del>

NOTE TO ALL CONTRACTORS: Vendor will be required to purchase & install Helix base  
The bid tabulations will be based upon **Total Cost** of items 1, 2, 3, 4 and 5.

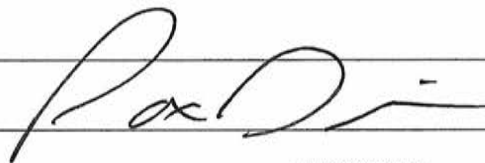
## TOTAL COST SUMMARY

SUMMARY COSTS	2024	2025	2026
<b>TOTALS</b>	\$53,764.00	\$40,966.50 <del>-\$54,039.00</del>	\$54,313.00

*The contract will be awarded on the total sum for 2024. The subsequent years for 2025 and 2026 will be exercised upon review of performance and City Council approval.*

Firm Name: Rag's Electric, Inc.

Signature of Authorized Representative:



Title: President

Date: 11/30/2023

**ACCEPTANCE:** This proposal is valid for 150 calendar days from the date of submittal.

## CITY OF DARIEN

## CONTRACT

This Contract is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the City of Darien (hereinafter referred to as the "CITY") and \_\_\_\_\_ (hereinafter referred to as the "CONTRACTOR").

### WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

### **Street Light Maintenance for City of Darien right of ways**

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

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

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

**SECTION 5: INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall

indemnify and hold harmless the CITY, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the CITY, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits,



actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the CITY is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

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

**SECTION 7: NOTICE:** Where notice is required by the CONTRACT DOCUMENTS

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

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

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



At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

FOR: THE CITY


By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Mayor

Date: \_\_\_\_\_

FOR: THE CONTRACTOR

By:  \_\_\_\_\_

Print Name: Patrick Durkin

Title: President

Date: 11/30/2023

**AGENDA MEMO**  
**City Council**  
**February 3, 2025**

**ISSUE STATEMENT**

A motion to approve a contract to supply amusements with Windy City Amusements, Inc for amusement services at Darien Fest 2025.

**BACKGROUND/HISTORY**

The Darien Chamber of Commerce had retained Windy City Amusements for their services at Darien Fest in previous years. In order to secure Windy City's Amusement services for Darien Fest 2025, the contract for August 8, 2025 – August 10, 2025, needs formal approval from the city ([Attachment A](#)).

We do not yet have an agreement for this year's Darien Fest but the park district has tentatively reserved Westwood Park for the event. The formal intergovernmental agreement will be presented to the council upon receipt from the park district.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval.

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will be placed on at the February 3, 2025 City Council agenda for consideration

# Windy City Amusements, Inc.

914 W. Main St. – St. Charles, IL. 60174  
(630) 443-4547 or Fax (630) 443-4548

[www.windycityamusements.com](http://www.windycityamusements.com)

Tony Salerno, President

Ruth Salerno, Secretary

## Contract to Supply Amusements

THIS CONTRACT, made and entered into this 15th day of January 2025 by and between Darien Business Alliance of the City or Village of Darien, State of IL hereinafter referred to as the ("Sponsor").

In consideration of the mutual promises contained herein, the parties agree as follows.

1. That **Windy City Amusement Inc.** agrees to present its company, or companies consisting of Amusement ride devices, Amusement Attraction, Concessions, "Fun" booths, etc., at a location, provided by the **Sponsor**, and known as Westwood Park 75<sup>th</sup> & Fairview Ave in the City or Village of Darien State of IL for a period of 3 days and nights commencing August 8, 2025 and ending August 10, 2025, both dates inclusive. **Sponsor** will sponsor subsequent events annually on substantially the same dates each subsequent year.
2. **Windy City Amusements Inc.** shall furnish, in its sole discretion, all necessary roll tickets, and tickets booth (s) at the location.
3. The **Sponsor** hereby agrees to pay for, furnish, or provide all licenses, permits, taxes, water service, police protection, bill posting newspaper advertising, ticket sellers, dumpsters, portable toilets, a location acceptable to **Windy City Amusements Inc.** for the set up of its company, streets and lots privileges, and free gate admission tickets for the employees of **Windy City Amusements Inc.** where gate admission is charged, portable toilets & water hookup will be provided the day of or prior to setup of the carnival.
4. **Windy City Amusements Inc.** shall have the exclusive right of providing all amusement ride devices, amusement attractions, "fun" booths and concession stand (s) for the event.
5. **Windy City Amusements Inc.** shall have the exclusive right of providing all popcorn, cotton candy, snow cones, funnel cakes, pop and corn dogs in the carnival area, in its own concession stand (s).
6. **Windy City Amusements Inc.** agrees to pay to the **Sponsor**, the sum of Forty-five per cent (45 %) of the gross receipts from monies derived from the sale of admission tickets at the various shows and rides, after usual Midway Insurance and City Amusement Tax, if applicable, are deducted.
7. N/A
8. N/A
9. The settlement for the percentage on the Amusement rides and shows etc. shall be made on the closing day of the event.
10. The proceeds of all ticket sales may be held by the **Sponsor**. If ticket proceeds are held by the **Sponsor**, the **Sponsor** is responsible for any and all shortages in cash or tickets including arm bands and hand stamps.

## Contract to Supply Amusements

Page 2

11. Windy City Amusements Inc. is to furnish Liability Insurance and Property Damage Insurance of not less than \$ 5,000,000. for each occurrence with a certificate of said insurance sent to the Sponsor prior to the event. Windy City is not liable for Sponsors employees and volunteers actions during the event.
12. Ride ticket and Unlimited Ride Special prices are controlled by Windy City and may be subject to yearly change.
13. Windy City Amusements Inc. shall furnish Diesel Electric Light Plants for the operation of the Carnival Equipment only. The Sponsor shall pay \$ none toward any Diesel Fuel used, or other Electric Power used during the engagement.
14. That it is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them.
15. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which Windy City and Sponsor have no control, then they are not to be held responsible for damages, by either party.
16. The Sponsor further agrees to use their influences to prevent other like attractions from exhibiting in the aforesaid City or Village until after the termination of this agreement.
17. This contract is fully assignable by Windy City Amusements Inc.
18. N/A
19. N/A
20. N/A
21. This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days from the date of presentation of \_\_\_\_\_ 2025.

**REMARKS:** Windy City shall provide a digital poster and up to 50 printed posters towards advertising.

Carnival hours of operation: Fri 6-10pm, Sat 1-10pm & Sun 1-9pm

Unlimited Ride Specials on 6-10pm, Sat & Sun 1-5pm at WCA current pricing.

Prime Time Unlimited Ride Specials Fri & Sat 5:30-9:30pm at WCA current pricing.

This contract entered into and signed in duplicate in the City or Village of \_\_\_\_\_, State of \_\_\_\_\_, this day of \_\_\_\_\_ A.D. 2025 by the duly authorized representative of the parties hereto.

SPONSOR: \_\_\_\_\_

WINDY CITY AMUSEMENTS INC.

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

DATED: \_\_\_\_\_

Dated: \_\_\_\_\_

This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not intended, or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution copying of this communication strictly prohibited.

(Page 2 of 2)

## **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**

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### **Policy establishing guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor**

#### **I. Purpose**

The purpose of this policy is to establish guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien. These documents are strictly honorary and do not carry any legislative or legal significance. The issuance of ceremonial documents, proclamations and supporting resolutions recognize and celebrate significant achievements, milestones, and events within the City of Darien.

#### **II. Policy**

It is the policy of the City Council to consider requests for ceremonial documents, proclamations, and supporting resolutions only when:

1. such issuance positively and directly impacts the Darien community, pertain to a Darien event, person, organization, or cause with local implications
2. such issuance proclaims certain events or causes when such proclamations pertain to a Darien event, person, organization, or cause with direct local implications at determined by the city.
  - a. Examples of acceptable recognition include, but is not limited to:

- Matters of public awareness about an issue for a community organization.
  - Arts, cultural or historical occasions.
  - A commemoration of a specific accomplishment, time, period, or event that impacts Darien residents.
  - Recognizing the diverse cultures in Darien
  - Recognition of action/service above and beyond the call of duty
  - Recognition of extraordinary action or achievement.
- b. Examples of unacceptable recognition include, but is not limited to:
- Events or organizations with no direct relationship to or location within the corporate limits of the City of Darien
  - Campaigns for events contrary to Darien's policy or the wellbeing of its businesses or residents
  - Political, religious or foreign issues not within the immediate responsibility or sphere of influence of the City as determined by the City.
  - Anything that may suggest an official city position on a matter under consideration by the city

All requests for a ceremonial document, proclamation, or a supporting resolution shall be submitted to the Mayor.

**Approved by Resolution No. R-57-24 on June 3, 2024**