

AGENDA
Municipal Services Committee Meeting
March 25, 2024
6:00 P.M. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. Old Business**
- 4. New Business**
 - a. **Resolution** – Accepting a proposal from Sprinklers, Inc., for the spring startup and winter shutdown maintenance and backflow prevention testing of City owned irrigation systems and potable water backflow preventers as per the schedule of unit prices.
 - b. **Resolution** - Authorizing the Mayor to execute a contract extension with LRS CleanSweep for the City of Darien’s 2024 street sweeping program not to exceed \$46,793.00.
 - c. **Ordinance** - Authorizing the disposal of surplus property.
 - d. **Resolution** - Authorizing the Mayor to execute a contract extension with SKC Construction, Inc. in an amount not to exceed \$117,000 for the 2024 Crack Fill Program.
 - e. **Motion** - Authorizing a contingency in the amount of \$3,000 for unforeseen work that may be required for the Crack Fill Program.
 - f. **Resolution** - Accepting a proposal from Steve Piper and Sons, Inc., for Tub Grinding Services in an amount not to exceed \$6,500.00.
 - g. **Resolution** - Illinois Department of Transportation authorizing the expenditure of Motor Fuel Tax Funds.
 - h. **Resolution** - Authorizing the Mayor to adopt the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.
 - i. Minutes – **February 26, 2024** Municipal Services Committee
- 5. Director’s Report**
- 6. Next scheduled meeting – April 22, 2024**
- 7. Adjournment**

AGENDA MEMO
Municipal Services Committee
March 25, 2024

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Sprinklers, Inc., for the spring startup and winter shutdown maintenance and backflow prevention testing of City owned irrigation systems and potable water backflow preventers as per the schedule of unit prices.

BACKGROUND/HISTORY

The City owns and maintains 12 irrigation backflow preventer sites and various potable, fire suppression and irrigation backflow devices between the City Hall and Police Department. The required backflow devices prevent any type of contaminants from flowing back into the City's potable watermain system. The devices are required by the State Plumbing Code and annual certifications and is required by the Environmental Protection Agency Backflow Prevention Program.

During the last several years the City has installed 12 various irrigation systems throughout town and the systems require startup services and winter shutdown services. The services include the following:

Spring Startup

Startup of System

Install Backflow Device and Meter

Inspection of Controller

Pressurize all Lines

Inspect and Adjust all Irrigation Devices

***Repair Defective Devices and Fittings**

Winter Shutdown

Shutdown of Irrigation

Remove Meters and Backflow Devices

Test Backflow Devices

Certify Test results

***Repairs of Backflow Devices**

***All repairs will be based on an hourly rate of \$125 plus required materials.**

Staff solicited for competitive quotes and received two (2) quotes. See [Attachment A](#). The City's annual cost breakdown as it applies to each location is attached and labeled as [Attachment B](#).

The FY24/25 Budget includes for the irrigation project at the City Hall and would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4223	Maintenance Building	\$11,100	\$6,830	\$ 4,270

	*Contingency-Repairs		\$1,500	\$ 2,770
			\$ 8,330	\$ 2,770

***A contingency has been included for any required repairs and materials**

STAFF RECOMENDATION

A resolution accepting a proposal from Sprinklers, Inc., for the spring startup and winter shutdown maintenance and backflow prevention testing of City owned irrigation systems and potable water backflow preventers as per the schedule of unit prices. Staff has reviewed references with positive feedback.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the April 1, 2024 City Council agenda for formal consideration.



2024 City of Darien Landscape Irrigation - Spring Start Up & Winter Shutdown Maintenance & Backflow Prevention Testing for Irrigation Systems & City Hall Complex Maintenance

LOCATION	MARK 1 LANDSCAPE SPRINKLERS, INC.					HALLORAN & YAUCH, INC.				
	Test & Certify RPZ Unit Cost-Per Location	Spring Startup Unit Cost-Per Location	Winter Shutdown Unit Cost-Per Location	Labor Cost Unit Cost- Hourly Rate	SUB TOTAL COST	Test & Certify RPZ Unit Cost Per Location	Spring Startup Unit Cost-Per Location	Winter Shutdown Unit Cost-Per Location	Labor Cost Unit Cost- Hourly Rate	SUB TOTAL COST
1710 Plainfield Rd - Police Department	\$ 275.00	\$ 225.00	\$ 255.00	\$ 125.00	\$ 880.00	\$ 600.00	\$ 450.00	\$ 450.00	\$ 145.00	\$ 1,645.00
1702 Plainfield Rd - City Hall	\$ 275.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 775.00	\$ 600.00	\$ 450.00	\$ 450.00	\$ 145.00	\$ 1,645.00
7532 S Cass Ave - Dunkin Donuts	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 300.00	\$ 300.00	\$ 145.00	\$ 865.00
Clock Tower Sprinkler - Cass Ave & Plainfield Rd	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 300.00	\$ 300.00	\$ 145.00	\$ 865.00
75th St-east of Plainfield/McDonalds	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 600.00	\$ 600.00	\$ 145.00	\$ 1,465.00
75th St & Plainfield Rd Berm	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 450.00	\$ 450.00	\$ 145.00	\$ 1,165.00
75th St west of Plainfield Rd	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 450.00	\$ 450.00	\$ 145.00	\$ 1,165.00
75th St east of Cass Ave-Taco Bell	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 450.00	\$ 450.00	\$ 145.00	\$ 1,165.00
75th St west of Cass Lace School	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 450.00	\$ 450.00	\$ 145.00	\$ 1,165.00
75th St east of Adams St	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 450.00	\$ 450.00	\$ 145.00	\$ 1,165.00
75th St west of Adams St	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 450.00	\$ 450.00	\$ 145.00	\$ 1,165.00
75th St west of Park Ave 1502 75th St	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00	\$ 120.00	\$ 600.00	\$ 600.00	\$ 145.00	\$ 1,465.00
TOTAL COST					\$ 7,905.00					\$ 14,940.00

2024 IRRIGATION & BACKFLOW PREVENTION MAINTENANCE PROGRAM COST SUMMARY

ACCOUNT NUMBER	DESCRIPTION NUMBER	DESCRIPTION - BUILDING MAINTENANCE	IRRIGATION UNIT COST START UP	NO OF UNITS	COST	IRRIGATION UNIT COST SHUT DOWN	NO OF UNITS	COST	BACKFLOW DEVICES	NO OF UNITS	COST	ANNUAL COST
30-4223	1	POLICE DEPT. MAINTENANCE - 1710 PLAINFIELD RD - POLICE DEPT.	\$ 225.00	1	\$ 225.00	\$ 255.00	1	\$ 255.00				\$ 480.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
		FIRE SUPPRESSION BACKFLOW DEVICE * ADDITIONAL BACKFLOW DEVICE IDENTIFIED AFTER THE BID RELEASE							\$ 150.00	2	\$ 300.00	\$ 300.00
		POTABLE WATER BACKFLOW DEVICE* BACKFLOW DEVICE IDENTIFIED AFTER THE BID RELEASE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	2	CITY MAINTENANCE - 1702 PLAINFIELD RD - CITY HALL	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
		FIRE SUPPRESSION BACKFLOW DEVICE * ADDITIONAL BACKFLOW DEVICE IDENTIFIED AFTER THE BID RELEASE							\$ 150.00	2	\$ 300.00	\$ 300.00
30-4223	3	75TH & CASS WATERFALL WALL - 7532 CASS AVE	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	4	CLOCK TOWER - CASS AVE & PLAINFIELD RD	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	5	75TH ST - 75TH ST EAST OF PLAINFIELD RD/MCDONALDS	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
	6	75TH ST & PLAINFIELD RD BERM	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	7	75TH ST - 75TH ST WEST OF PLAINFIELD RD	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
	8	75TH ST EAST OF CASS AVE-TACO BELL	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	9	75TH ST- 75TH ST WEST OF CASS AVE/LACE SCHOOL	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	10	75TH ST- 75TH ST EAST OF ADAMS ST	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
30-4223	11	75TH ST - 75TH ST WEST OF ADAMS ST	\$ 175.00	1	\$ 175.00	\$ 200.00	1	\$ 200.00				\$ 375.00
		IRRIGATION BACKFLOW DEVICE							\$ 125.00	1	\$ 125.00	\$ 125.00
	12	75TH ST WEST OF PARK AVE 1502 75th St	\$ 175.00	1	\$ 175.00	\$ 200.00						\$ 175.00
		IRRIGATION BACKFLOW DEVICE						\$ 200.00	\$ 125.00	1.00	\$ 125.00	\$ 325.00
		TOTAL ANNUAL COST			\$ 2,150.00			\$ 2,455.00			\$ 2,225.00	\$ 6,830.00
		ALL REPAIR COSTS MATERIAL COST + 15% AT HOURLY RATE \$125										

\$ 6,830.00

MARK 1 LANDSCAPE SPRINKLERS, INC. - BID TAB

LOCATION	Test & Certify RPZ Unit Cost-Per Location	Spring Startup Unit Cost-Per Location	Winter Shutdown Unit Cost-Per Location	Labor Cost Unit Cost-Hourly Rate	SUB TOTAL COST
1710 Plainfield Rd - Police Department	\$ 275.00	\$ 225.00	\$ 255.00	\$ 125.00	\$ 880.00
1702 Plainfield Rd - City Hall	\$ 275.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 775.00
7532 S Cass Ave - Dunkin Donuts	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
Clock Tower Sprinkler - Cass Ave & Plainfield Rd	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - east of Plainfield/McDonalds	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St & Plainfield Rd Berm	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - west of Plainfield Rd	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - east of Cass Ave-Taco Bell	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - west of Cass Lace School	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - east of Adams St	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - west of Adams St	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
75th St - west of Park Ave 1502 75th St	\$ 125.00	\$ 175.00	\$ 200.00	\$ 125.00	\$ 625.00
TOTAL BID COST	\$ 1,800.00	\$ 2,150.00	\$ 2,455.00	\$ 1,500.00	\$ 7,905.00

\$ 500.00

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM SPRINKLERS, INC., FOR THE SPRING STARTUP AND WINTER SHUTDOWN MAINTENANCE AND BACKFLOW PREVENTION TESTING OF CITY OWNED IRRIGATION SYSTEMS AND POTABLE WATER BACKFLOW PREVENTERS AS PER THE SCHEDULE OF UNIT PRICES

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 to accept a proposal from Sprinklers, Inc., for the spring startup and winter shutdown maintenance and backflow prevention testing of City owned irrigation systems and potable water backflow preventers as per the schedule of unit prices, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of April, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of April, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

SECTION II

VENDOR SUMMARY SHEET

2024 City of Darien Landscape Irrigation-Spring Startup and Winter Shutdown Maintenance and Backflow Prevention Testing for Irrigation Systems and City Hall Complex Maintenance Agreement.

Firm Name: Sprinklers, Inc.

Address: 1540 Hecht Dr. unit K

City, State, Zip Code: Bartlett, Illinois 60103

Contact Person: Andrew Moore

FEIN #: 86-1118282

Phone: (847) 648-0008 Fax: () _____

Mobile: (630) 240-3969

E-mail Address: ANDY@MARK1LANDSCAPE.COM

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

GENERAL PROVISIONS

Quote – The successful Vendor will be required to enter into a standard form Quote, (attached in Section III page 15) with the City of Darien within ten (10) days of notice of quote award (hereinafter referred to as the “Quote”).

Period of Performance - Actual work cannot begin until the City issues a written Notice to Proceed to the Vendor. In order to receive said Notice, the Vendor shall submit to the City for its approval all the necessary Quotes and insurance. City approval of the Quotes and insurance shall be evidenced by its issuance of the signed Quote by the City and the Notice to Proceed. The City reserves the right to terminate the relationship with the successful Vendor if these documents are not submitted to and approved by the City within ten (10) days of notice of quote award.

Assignment – Successful Vendor shall not assign the work of this Project without the prior written approval of the City.

Compliance with Laws – The Vendor 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 quotes or the performance of the Quote. Vendor 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 Quote will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its sub-Vendors agree to the same restrictions. The Vendor shall maintain, and require that its sub-Vendors 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. Vendors and all sub-Vendors 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. Vendors and all sub-Vendors 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 DuPage County or the Department of Labor shall be paid to laborers, workmen, and mechanics performing work under the Quote. If awarded the Quote, Vendor must comply with all provisions of the Illinois Prevailing Wage Act, including, but not limited to, providing certified payroll records. Vendor 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. Vendor is 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.

Indemnification - The selected Vendor shall indemnify and hold harmless the City of Darien (“City”), and the County of DuPage, its officials, officers, directors, agents, employees, representative and assigns, from lawsuits, actions, costs (including attorney’s fees), claims or liability of any character, incurred due to the alleged negligence of the Vendor, 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 Vendor, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the Quote Documents, including and claims or amounts recovered for any infringements of patent, trademark or copy right; 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, or representatives and their assigns shall have the right to defense counsel of their choice. The Vendor 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 Vendor 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 Vendor 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. The Vendor shall supply a certificate of insurance to a private property owner prior to engagement of work.

Firm Name: Sprinklers, Inc.

Signature of Authorized Representative: Andrew Moore

Title: President Date: 2/23/24

ACCEPTANCE: This proposal is valid for 120 calendar days from the date of submittal.

BUSINESS ORGANIZATION:

 Sole Proprietor: An individual whose signature is affixed to this quote.

 Partnership: Attach sheet and state full names, titles and address of all responsible principals and/or partners.

X Corporation: State of incorporation: Illinois

Provide a disclosure of all officers and principals by name and business address, date of incorporation and indicate if the corporation is authorized to do business in Illinois. In submitting this quote, it is understood that the City of Darien reserves the right to reject any or all quotes, to accept an alternate quote, and to waive any informalities in any quote. In compliance with your Invitation to Quote, and subject to all conditions thereof, the undersigned offers and agrees, if this quote is accepted, to furnish the services as outlined.

Sprinklers, Inc. (Corporate Seal)
Business Name

Andrew Moore
Signature

Andrew Moore
Print or type name

President
Title

2/23/24
Date

CITY OF DARIEN

QUOTE

This Quote is made this 1st day of April, 2024 by and between the City of Darien (hereinafter referred to as the "CITY") and Sprinklers, Inc (Hereinafter referred to as the "VENDOR").

WITNESSETH

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

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

- The Invitation to Quote
- The Instructions to the VENDORS
- This Quote
- The Terms and Conditions
- The Quote as it is responsive to the City's quote 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 VENDOR agrees to provide labor, equipment and materials necessary to provide the services as described in the Quote Documents and further described below:

2024 City of Darien Landscape Irrigation-Spring Startup and Winter Shutdown Maintenance and Backflow Prevention Testing for Irrigation Systems and City Hall Complex Maintenance Agreement.

(Hereinafter referred to as the "Work") and the CITY agrees to pay the VENDOR 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: VENDOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Quote without the written consent of the CITY.

SECTION 4: TERM OF THE QUOTE: This Quote 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 Quote 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 Quote with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The VENDOR shall indemnify and hold harmless the City of Darien and the County of DuPage, 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 VENDOR, 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 VENDOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the QUOTE 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 VENDOR 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 VENDOR 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 VENDOR 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 Quote by the CITY is contingent upon receipt of Insurance Certificates provided by the VENDOR in compliance with the QUOTE DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The VENDOR 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 quotes or the performance of the Quote. VENDOR 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 Quote will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its sub VENDORS agree to the same restrictions. The VENDOR shall maintain, and require that its sub VENDORS 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. VENDORS and all sub VENDORS 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. VENDORS and all sub VENDORS 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 Quote. If awarded the Quote, VENDOR 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. VENDOR and sub VENDORS 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. VENDOR and sub VENDOR 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 VENDOR 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 QUOTED 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 VENDOR'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 VENDOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The VENDOR 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: VENDOR shall comply with all of the requirements of the Quote 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 Quote and venue for legal disputes shall be DuPage County, Illinois.

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

SECTION 13: LOCATION OF WORK:

The system for the planter beds is located on 75th Street between Farmingdale Drive to the east and Adams Street to the west. There are 8 planter beds with controlled boxes with a meter and backflow device. The awarded VENDOR will be responsible for the following:

SECTION 14: SPRING STARTUP-APRIL 1

- Installation of water meter
- Installation of backflow device
- Pressurizing zone
- Review system heads and supply lines for leaks and spray patterns

SECTION 15: VENDOR SHALL MAKE REPAIRS TO ALL IDENTIFIED DEFICIENCIES.

The VENDOR shall provide parts; invoice for parts shall be submitted and the VENDOR shall have the ability to provide a 15% markup. The repairs shall be made on actual time to repair the deficiency.

SECTION 16: WINTER SHUTDOWN-OCTOBER 15

City will shutdown the water service supply

VENDOR shall complete the following:

Remove and tag water meter as per location listed below

Removal, tagging and testing of each backflow device per location listed below

Submitting the backflow results electronically to Aqua Backflow. (City will provide link) and to the Municipal Services Department representative

Depressurize and evacuate all irrigation lines from residual water

SECTION 17-REPAIRS

VENDOR shall certify and/or make repairs to the specific backflow device. The VENDOR shall provide parts; invoice for parts shall be submitted and the VENDOR shall have the ability to provide a 15% markup. The VENDOR will also make a reimbursable payment to file the backflow device with Aquabackflow. The repairs shall be made on actual time to repair the deficiency of the backflow device.

FOR: THE CITY

FOR: THE VENDOR

By: _____

By: Andrew Moore

Print Name: _____

Print Name: Andrew Moore

Title: Mayor

Title: President

Date: _____

Date: 2/23/24

**2024 City of Darien
Landscape Irrigation-Spring Startup and Winter Shutdown Maintenance and Backflow Prevention
Testing for Irrigation Systems and City Hall Complex Maintenance**

SCHEDULE OF PRICES

QUOTE SUMMARY SHEET 2024						
		COST CENTER A	COST CENTER B	COST CENTER C	COST CENTER D	SUB TOTAL COST
	Cost Schedule	Test & Certify RPZ	Spring Startup	Winter Shutdown	Labor Cost	TOTALS OF A+B+C+D
	Location	Unit Cost-Per Location	Unit Cost-Per Location	Unit Cost-Per Location	Unit Cost-Hourly Rate	
1	1710 Plainfield Rd - Police Department	275.	225.	255.	125.	880.
2	1702 Plainfield Rd - City Hall	275.	175.	200.	125.	775.
3	7532 S Cass Ave - Dunkin Donuts	125.	175.	200.	125.	625.
4	Clock Tower Sprinkler -Cass Ave & Plainfield Rd	125.	175.	200.	125.	625.
5	75 th St-east of Plainfield/McDonalds	125.	175.	200.	125.	625.
6	75 th St & Plainfield Rd Berm	125.	175.	200.	125.	625.
7	75 th St west of Plainfield Rd	125.	175.	200.	125.	625.
8	75 th St east of Cass Ave-Taco Bell	125.	175.	200.	125.	625.
9	75 th St west of Cass Lace School	125.	175.	200.	125.	625.
10	75 th St east of Adams St	125.	175.	200.	125.	625.
11	75 th St west of Adams St	125.	175.	200.	125.	625.
12	75 th St west of Park Ave 1502 75 th St	125.	175.	200.	125.	625.
COST CENTER- TOTAL COST 1-12						7905.

Total Cost in written form: Seven Thousand Nine Hundred and Five Dollars

VENDOR INFORMATION SHEET

CONTACT NAME: Andrew Moore

ADDRESS: 1540 Hecht Dr. Unit K

CITY, STATE, ZIP: Bartlett, Illinois 60103

PHONENUMBERS: 847-648-0008

OFFICE: 847-648-0008 CELL: 630-240-3969

FAX NUMBER: _____

E-MAIL ADDRESS: ANDY@MARK1LANDSCAPE.COM

ALTERNATE CONTACT NAME: SUSAN - SUSAN@MARK1LANDSCAPE.COM

AGENDA MEMO
Municipal Services Committee
March 25, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the Mayor to execute a contract extension with LRS CleanSweep for the City of Darien's 2024 street sweeping program not to exceed \$46,793.00.

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 275 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 2023 and 2024. The proposed contract extension would be the second extension, year three (3) of a three year contract. See [Attachment B](#).

The proposed expenditure would be expended from the following account pending FY 24-25 Budget approval:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24-25 BUDGET	PROPOSED EXPENDITURE
01-30-4373	YEARLY SWEEPING SERVICES	\$35,593.00	\$35,593.00
01-30-4373	EMERGENCY SWEEPS	\$1,200.00	TBD
01-30-4373	CONTINGENCY	\$3,500.00	TBD
SUBTOTAL LRS CleanSweep		\$40,293.00	
0-30-4373	DISPOSAL-LRS recycles	\$6,500.00	\$6,500.00
	TOTAL	\$46,793.00	TBD

STAFF RECOMMENDATION

Staff recommends approval of this resolution with LRS CleanSweep. LRS CleanSweep has serviced the City with satisfactory results.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the April 1, 2024 City Council agenda for formal consideration.

2022-2024 STREET SWEEPING BID SUMMARY

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

SEALED BID: 2022-2024 Street Sweeping Services
 OPENING DATE/TIME: January 5, 2022 @ 10:30 a.m.

2022 PRICING SCHEDULE			Waste Management		LRS		LRS	
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE		HOURLY RATE	
1	MAY 9 - MAY 16	70	\$ 140.00	\$ 9,800.00	\$ 122.00	\$ 8,540.00	\$ 122.00	\$ 8,540.00
2	JULY 11 - JULY 18	70	\$ 140.00	\$ 9,800.00	\$ 122.00	\$ 8,540.00	\$ 122.00	
3	SEPTEMBER 12 - SEPTEMBER 19	70	\$ 140.00	\$ 9,800.00	\$ 122.00	\$ 8,540.00	\$ 122.00	\$ 8,540.00
4	NOVEMBER 7 - NOVEMBER 14	135	\$ 140.00	\$ 18,900.00	\$ 122.00	\$ 16,470.00	\$ 122.00	\$ 16,470.00
	SUBTOTAL-A	345		\$ 48,300.00		\$ 42,090.00		\$ 33,550.00
	EMERGENCY CALL OUT	3	\$ 200.00	\$ 600.00	\$ 122.00	\$ 366.00	\$ 122.00	\$ 366.00
	SUBTOTAL-B			\$ 600.00		\$ 366.00		\$ 366.00
	TOTAL COST			\$ 48,900.00		\$ 42,456.00		\$ 33,916.00
	CONTINGENCY	1		\$ -				\$ 3,500.00
	2022 BUDGET			\$ 48,900.00		\$ 42,456.00		\$ 37,416.00
2023 PRICING SCHEDULE			Waste Management		LRS		LRS	
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE		HOURLY RATE	
1	MAY 8 - MAY 15	70	\$ 147.00	\$ 10,290.00	\$ 125.66	\$ 8,796.20	\$ 125.66	\$ 8,796.20
2	JULY 10 - JULY 17	70	\$ 147.00	\$ 10,290.00	\$ 125.66	\$ 8,796.20	\$ 125.66	
3	SEPTEMBER 11 - SEPTEMBER 18	70	\$ 147.00	\$ 10,290.00	\$ 125.66	\$ 8,796.20	\$ 125.66	\$ 8,796.20
4	NOVEMBER 13 - NOVEMBER 20	135	\$ 147.00	\$ 19,845.00	\$ 125.66	\$ 16,964.10	\$ 125.66	\$ 16,964.10
	SUBTOTAL-A	345		\$ 50,715.00		\$ 43,352.70		\$ 34,556.50
	EMERGENCY CALL OUT	3	\$ 210.00	\$ 630.00	\$ 125.66	\$ 376.98	\$ 125.66	\$ 376.98
	SUBTOTAL-B			\$ 630.00		\$ 376.98		\$ 376.98
	TOTAL COST			\$ 51,345.00		\$ 43,729.68		\$ 34,933.48
	CONTINGENCY	1		\$ -	\$ -			\$ 3,500.00
	2023 BUDGET			\$ 51,345.00		\$ 43,729.68		\$ 38,433.48
2024 PRICING SCHEDULE			Waste Management		LRS		LRS	
CYCLE	DESCRIPTION	ESTIMATED UNITS	HOURLY RATE		HOURLY RATE		HOURLY RATE	
1	MAY 13 - MAY 20	70	\$ 155.00	\$ 10,850.00	\$ 129.43	\$ 9,060.10	\$ 129.43	\$ 9,060.10
2	JULY 8 - JULY 15	70	\$ 155.00	\$ 10,850.00	\$ 129.43	\$ 9,060.10	\$ 129.43	
3	SEPTEMBER 9 - SEPTEMBER 16	70	\$ 155.00	\$ 10,850.00	\$ 129.43	\$ 9,060.10	\$ 129.43	\$ 9,060.10
4	NOVEMBER 11 - NOVEMBER 18	135	\$ 155.00	\$ 20,925.00	\$ 129.43	\$ 17,473.05	\$ 129.43	\$ 17,473.05
	SUBTOTAL-A	345		\$ 53,475.00		\$ 44,653.35		\$ 35,593.25
	EMERGENCY CALL OUT	3	\$ 221.00	\$ 663.00	\$ 129.43	\$ 388.29	\$ 129.43	\$ 388.29
	SUBTOTAL-B			\$ 663.00		\$ 388.29		\$ 388.29
	TOTAL COST			\$ 54,138.00		\$ 45,041.64		\$ 35,981.54
	CONTINGENCY	1		\$ -				\$ 3,500.00
	2024 BUDGET			\$ 54,138.00		\$ 45,041.64		\$ 39,481.54

S

From: Stacy Hansen <SHansen@LRSrecycles.com>
Sent: Tuesday, March 5, 2024 5:13 PM
To: Regina Kokkinis
Cc: Kris Throm; Dan Gombac
Subject: RE: City of Darien 2024-25 price extension
Attachments: 2024 Street Sweeping-LRS CleanSweep.pdf; RE: street sweeping

Good afternoon Regina, we are in agreement on the attached.

Thanks,

Stacy Hansen
 Manager, Operations
LRS
 1655 Powis Rd
 West Chicago, IL 60185
 630-377-7000 (Phone)
 833-222-2260 (CleanSweep Hotline)
 773-414-3052 (Cell)



From: Regina Kokkinis <rkokkinis@darienil.gov>
Sent: Monday, March 4, 2024 2:52 PM
To: Stacy Hansen <SHansen@LRSrecycles.com>
Cc: Kris Throm <kthrom@darienil.gov>; Dan Gombac <dgombac@darienil.gov>
Subject: FW: City of Darien 2024-25 price extension

You don't often get email from rkokkinis@darienil.gov. [Learn why this is important](#)

Hi Stacy,

As a follow up to our conversation, please review the attached contract extension with the City of Darien for street sweeping and confirm if you are in agreement.

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>

From: Regina Kokkinis
Sent: Thursday, February 29, 2024 10:58 AM
To: 'JEngineer@LRSrecycles.com' <JEngineer@LRSrecycles.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: City of Darien 2024-25 price extension

Good Day,

Attached, please see the pricing schedule for 2024-25 as it relates to the subject line.

Please confirm you are in agreement with the contract extension and unit pricing per the proposed 2024-25 pricing schedule.

Thank you,

Regina Kokkinis

Administrative Assistant, Municipal Services

City of Darien

630-353-8105

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT EXTENSION WITH LRS CLEANSWEEP FOR THE CITY OF DARIEN’S 2024 STREET SWEEPING PROGRAM NOT TO EXCEED \$46,793.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract extension with LRS CleanSweep for the City of Darien’s 2024 street sweeping program not to exceed \$46,793.00, 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 1st day of April 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 1st day of April 2024.

JOSEPH 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 - 2022

Firm Name: LRS CleanSweep

Address: 1655 Powis Road

City, State, Zip Code: West Chicago, IL 60185

Contact Person: ~~Jim Engineer~~ **Stacy Hansen**

FEIN #: 80-0865048

Phone: (833) 222-2260 Fax: (773) 685-6043

Mobile: ~~(773) 954-4655~~ **773-414-3052**

E-mail Address: ~~JEngineer@LRSrecycles.com~~ **SHansen@LRSrecycles.com**

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

Addendum No. N/A, Dated _____

Addendum No. N/A, Dated _____

Schedule of Prices for:
STREET SWEEPING SERVICES

2024 SWEEPING PROGRAM 4-SWEEPINGS				
STREET SWEEPING SERVICES SCHEDULE	ESTIMATED UNITS	UNIT	COST PER HOUR	TOTAL COST
MAY 13 TH - MAY 20 TH	70	HOURLY	\$129.43	\$9,060.10
JULY 8 TH – JULY 15 TH	70	HOURLY	\$129.43	\$9060.10
SEPTEMBER 9 TH – SEPTEMBER 16 TH	70	HOURLY	\$129.43	\$9060.10
NOVEMBER 11 TH – NOVEMBER 18 TH	135	HOURLY	129.43	\$17,473.05
SUB-TOTAL-A	345			\$44,653.35
EMERGENCY SERVICES	ESTIMATED UNITS	UNIT	COST PER HOUR	TOTAL COST
EMERGENCY CALL OUT	3	HOURLY	\$129.43	\$388.29
SUB-TOTAL-B	3			\$388.29
TOTALS-SUBTOTAL A & B 2024				\$45,041.64
DATES INDICATE TENTATIVE START DATE PERIOD				

LRS CleanSweep division employees are members of Local 673 International Brotherhood of Teamsters. Wages and benefits are governed by collective bargaining agreement.

CleanSweep drivers do not pick up leaves blown to the street by residents, but will sweep leaves that fall naturally to the street.

NOTE regarding Sunday street sweeping: Per union labor agreement, LRS CleanSweep is required to pay drivers double-time for any street sweeping performed on Sundays. Accordingly the rate for Sunday street sweeping requests will be \$244/hour.

Vendor Information

The Maintenance Contract shall begin on May 1, 2022 and be in effect until April 30, 2023. 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 CleanSweep

CONTACT PERSON: ~~Jim Engineer~~ **Stacy Hansen**

ADDRESS: 1655 Powis Road

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

TELEPHONE NUMBER: Office 833/222-2260 Mobile ~~773/951-4655~~ **773-414-3052**

FACSIMILE NUMBER: 773/685-6043

E-MAIL ADDRESS: ~~JEngineer@LRSrecycles.com~~ **SHansen@LRSrecycles.com**

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:

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

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor _____

Title: _____

Date: _____

Date: _____

AGENDA MEMO
Municipal Services Committee
March 25, 2024

ISSUE STATEMENT

Approval of an [ordinance](#) authorizing the disposal of surplus property.

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	DESCRIPTION/MODEL#	QUANTITY	EXPLANATION
old #109	2010 International Workstar 9-ton dump truck w/11' plow & salt spreader 1HTWDAAR1AJ281077 mileage: 62,219	one	replaced
old #400	2011 Ford F250 w/utility body 1FT7X2A68BEB05321 mileage: 150,000	one	replaced
gas power washer	Ryobi GCV190LAG5BT104	one	replaced
horizontal 5 drawer plat file cabinets	2 - 17.50 x 33.75 x 44.00 - Beige 1 - 15.25 x 41.50 x 53.75 - Beige 1 - 16.25 x 41.50 x 53.50 - Black 1 - 15.75 x 35.25 x 46.75 - Beige 1 - 16.00 x 35.25 x 47.00 - Beige 1 - 15.50 x 35.25 x 46.75 - Beige 1 - 16.50 x 41.25 x 53.50 - Gray	eight	no longer needed

STAFF RECOMMENDATION

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

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the April 1, 2024 City Council agenda for formal consideration.



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

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

THIS 1st DAY OF April, 2024

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this 1st
day of April 2024.**

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	DESCRIPTION/MODEL#	QUANTITY	EXPLANATION
old #109	2010 International Workstar 9-ton dump truck w/11' plow & salt spreader 1HTWDAAR1AJ281077 mileage: 62219	one	replaced
Old #400	2011 Ford F250 w/utility body 1FT7X2A68BEB05321 mileage: 150,000	one	replaced
gas power washer	Ryobi GCV190LAG5BT104	one	replaced
horizontal 5 drawer plat file cabinets	2 - 17.50 x 33.75 x 44.00 - Beige 1 - 15.25 x 41.50 x 53.75 - Beige 1 - 16.25 x 41.50 x 53.50 - Black 1 - 15.75 x 35.25 x 46.75 - Beige 1 - 16.00 x 35.25 x 47.00 - Beige 1 - 15.50 x 35.25 x 46.75 - Beige 1 - 16.50 x 41.25 x 53.50 - Gray	eight	no longer needed

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

ORDINANCE NO. _____

the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of April, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of April, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
March 25, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the Mayor to execute a contract extension with SKC Construction, Inc. in an amount not to exceed \$117,000 for the 2024 Crack Fill Program.

AND

A motion authorizing a contingency in the amount of \$3,000 for unforeseen work that may be required for the Crack Fill Program.

BACKGROUND/HISTORY

The FY 24/25 Budget includes funds for the 2024 Crack Fill Program. Crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. The sealing material is applied into the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks (alligatoring). Flexible rubberized asphalt sealants bond to crack walls and move with the pavement, preventing water from entering the road base. The life of the road is extended and maintenance costs are greatly reduced over time.

The scope of the program includes all cracks to be routed with a low dust mechanical router to a depth of ½” and a width of approximately 3”. Upon completion of the routing, all dirt, debris, and water is removed from the cracks. The method of removal is completed by utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor. The crack is then filled with a rubber sealant which is feathered to a width of approximately 3-inches in width.

In 2022, the City of Darien teamed up with local public agencies which included Burr Ridge, Downers Grove, DuPage County, Elmhurst, Lombard, Villa Park, West Chicago, Wheaton, and Woodridge and solicited competitive bids, collectively. Attached and labeled as [Attachment A](#) is the bid results from the bid opening held by the Village of Woodridge on February 1, 2022. The list of roads scheduled for this year’s program are attached and labeled as [Attachment B](#). This would be the second and final extension of a (3) year program.

The proposed Crack Sealing Program would be funded from the following FY24-25 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24-25 BUDGET	PROPOSED EXPENDITURE
03-60-4245	Crack Sealing Asphalt Pavement	\$150,000	\$117,000
03-60-4245	Contingency		\$ 3,000
	Total		\$120,000

STAFF RECOMMENDATION

Staff recommends approval of a resolution authorizing the Mayor to execute a contract extension with SKC Construction, Inc., in an amount not to exceed \$117,000 for the 2024 Crack Fill Program.

AND

A motion authorizing a contingency in the amount of \$3,000 for unforeseen work that may be required for the Crack Fill Program.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the April 1, 2024 City Council agenda for formal consideration.

PROJECT FILE NAME: CRACK SEALING AND SEAL COATING SERVICES
PROJECT NO.: 2022-01

VILLAGE OF WOODRIDGE

BID TALLY FOR 2024

DATE OF ORIGINAL CONTRACT
CONTRACT EXTENSION YEAR

2/1/2022
BID PRICING 2024

		Denler, Inc. 20502 S. Cherry Hill Ave. Joliet, IL 60433				SKC Construction, Inc. PO Box 503 West Dundee, IL 60118		National Industrial Maintenance, Inc. 4530 Baring Ave. East Chicago, IN 46312	
	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	138,000	LB	\$ 1.79	\$ 246,474.90	\$ 1.75	\$ 241,910.55	\$ 2.02	\$ 279,396.90
B	Crack and Joint Sealing PCC Pavement	0	LB	\$ 4.07	\$ -	\$ 1.75	\$ -	\$ 1.70	\$ -
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	6,000	LB	\$ 1.38	\$ 8,253.00	\$ 1.50	\$ 8,996.40	\$ 1.70	\$ 10,219.49
D	Seal Coat Bike Path	0	SY	\$ 0.99	\$ -	\$ 1.34	\$ -	\$ 1.46	\$ -
E	Seal Coat Parking Lot	6,000	SY	\$ 1.19	\$ 7,140.00	\$ 1.34	\$ 8,040.00	\$ 1.41	\$ 8,484.10
F	Parking Lot Paint Pavement Marking - Line 4"	1,800	FT	\$ 0.33	\$ 595.35	\$ 0.56	\$ 1,008.00	\$ 0.54	\$ 964.10
G	Parking Lot Paint Pavement Marking - Letters & Symbols	300	SF	\$ 3.31	\$ 992.25	\$ 2.76	\$ 826.88	\$ 10.71	\$ 3,213.68
H	Traffic Control and Protection - DuPage County	0	LSUM	\$ 551.25	\$ -	\$ 551.25	\$ -	\$ 26,780.63	\$ -
TOTAL BID		AS READ:		\$ 263,455.50		\$ 260,781.83		\$ 302,278.27	
		AS CORRECTED:							

CITY OF DARIEN 2024 PROGRAM - CRACK SEALING WITH AWARDED VENDOR

	ITEM	QUAN	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
A	Crack Sealing Asphalt Pavement	30,000	LB	N/A	N/A	\$ 1.75	\$ 52,500.00	N/A	N/A
C	Fiber-Asphalt Crack Sealing Asphalt Pavement	43,000	LB	N/A	N/A	\$ 1.50	\$ 64,500.00	N/A	N/A
TOTAL				\$ -		\$ 117,000.00		N/A	

2024 Crack Fill Program

Road	Limit	FT	LB	Road	Limit	FT	LB
Brookbank	69th - Holly	1150	1035	GREENBRIAR LN	BAILEY - GRANT	Edge	1200 1473
Janet	Rt83 - CHR	2800	2520	PINE CT	GREENBRIAR - LIMIT	Edge	600 736
Elm St.	Clarendon Hills rd-83rd	2560	2304	HINSWOOD DR	FRONTAGE - BOB-O-LINK	Edge	1120 1375
Sunrise ave	Janet - Elm	1000	900	OLD OAK PL	CARRAGE GREENS - ROYAL OAK	Edge	700 859
Tennessee Av.	Plainfield - 72nd	2280	2052	OLD OAK CDS	CARRAGE GREENS - EAST LIMIT	Edge	400 491
Dell Rd	79th - Limit	400	360	ROYAL OAK RD	OLD OAK PL - CARRAGE GREENS	Edge	800 982
Comstock	Walnut - Nantucket	1000	900	ROYAL OAK CDS	CARRAGE GREENS - EAST LIMIT	Edge	500 614
Florance	Manning - Limit	1250	1125	PITCHER DR	AILSWORTH-CLIFFORD	Edge	860 1055
Carlton	Manning - Green Valley	845	761	CLIFFORD RD	PITCHER-CLIFFORD	Edge	660 810
Hamilton	Danbury - Carlton	400	360	STEWART RD	AILSWORTH-CLIFFORD	Edge	860 1055
Morgan Ct	Windsor - Limit	300	270	HAVENS DR	STEWART-87TH	Edge	360 442
Curran Ct	Woodmere - Limit	300	270	DARIEN CLUB DR	FAIRVIEW-CASS	Edge	6000 7364
Windsor Ct	Woodmere - whitlock	400	360	GALWAY CT	DARIEN CLUB-LIMIT	Edge	480 589
Oxford Dr	Woodmere - Limit	300	270	SWEETBRIAR LN	DARIEN CLUB-FAIRVIEW	Edge	2000 2455
Oxford Ct	Oxford Dr - Limit	400	360	LIMERICK CT	DARIEN CLUB-LIMIT	Edge	600 736
Cameron Ct	Lhitlock - Limit	300	270	KELLY CT	SWEETBRIAR-LIMIT	Edge	650 798
Sandlewood Ct	Beller - Limit	600	540	WARWICK DR	JANET-79TH	Edge	2000 2455
Dixon Ct	Drover - Limit	425	383	JANET AVE	GAIL-EAST DEAD END	Edge	420 515
Gilbert Ct	Beller - Limit	330	297	SIERRA DR	71ST- 69TH	Edge	1400 1718
Shannon CDS	Donegal - Limit	325	293	SIERRA CT	SIERRA - LIMIT	Edge	400 491
Carlisle Ln	S Frontage - kimberley	1800	1620	CHARLESTON DR	67TH - CHESTNUT	Edge	1200 1473
Thislewood	Evergreen - Evergreen	1125	1013	CHESTNUT LN	RICHMOND - CHARLESTON	Edge	700 859
Waterfall Glen	N Frontage - N Frontage	2100	1890				
Riple Ridge CDS	Ripple Ridge - Limit	300	270				29344
67th	Clarendon hills rd-cass	5280	4752				
Ridge	67th - limit	700	630				
Hinsbrook	Cass -Seminole	1450	1305				
Beechnut	Hinsbrook - Belair	1800	1620				
Hickory	Darien Ln -Seminole	1100	990				
Holly	Wilcox -Limit	3300	2970				
Danbury	Hamilton - Green valley	540	486				
Barclay	Green Valley - Manning	870	783				
Surrey	Bedford - Green Valley	700	630				
Bedford	Barcly - Surrey	330	297				
Drover Ct	Drover In -limit	3900	3510				
Captons Ln	S Frontage- S frontage	900	810				
Park Av.	73rd - 75th	1200	1080				
Shelly Cy	Park - Limit	500	450				
Caroll Ct	Park - Limit	450	405				
Pine Parkway	Plainfield - Limit	1500	1350				
			42489	FIBER			



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT EXTENSION WITH SKC CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED \$117,000.00 FOR THE 2024 CRACK FILL PROGRAM

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 extension with SKC Construction, Inc., in an amount not to exceed \$117,000.00 for the 2024 Crack Fill Program, 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 1st day of April, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of April, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

SCHEDULE OF PRICES

Village of Woodridge
Five Plaza Drive
Woodridge, IL 60517

SUBMISSION INFORMATION:

INVITATION # 2022-01
BID OPENING DATE: February 1, 2022
TIME: 11:00 A.M. Local Time
LOCATION: Village Hall

COPIES: One (1) original & nine (9) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name: SKC CONSTRUCTION, INC
Address: P. O. BOX 503
WEST DUNDEE, IL 60118
City, State, Zip Code: _____

Crack Sealing and Seal Coating Services
per the specifications identified herein

I. BASE BID ITEMS – Year 1 – 2022 Construction

Item No.	Items	Unit	Quantity	Unit Price	Total
A	CRACK SEALING ASPHALT PAVEMENT	POUND	294800	1.59	468,732.00
B	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	17800	1.59	28,302.00
C	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	195100	1.36	265,336.00
D	SEAL COAT BIKE PATH	SQ YD	66378	1.22	80,981.16
E	SEAL COAT PARKING LOT	SQ YD	17500	1.22	21,350.00
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	6000	0.50	3,000.00
G	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	600	2.50	1,500.00
H	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	500.00	500.00
TOTAL BASE BID					869,701.16

I. Year 2 (optional) - 2023 Construction

The rates for services listed for the Year 2 (optional) - 2023 Construction will not increase more than 5 % over the "BASE BID ITEMS – Year 1 – 2022 Construction" contract period. At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2023 and concluding December 31, 2023.

II. Year 3 (optional) - 2024 Construction

The rates for services listed for the Year 3 (optional) - 2024 Construction will not increase more than 5 % over the "Year 2 (optional) – 2023 Construction contract period". At its sole discretion, any listed Municipality may extend the contract for this one-year term to begin on January 1, 2024 and concluding December 31, 2024.

III. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contractor utilize space at LPA's facility to store equipment overnight? (Please check)		Annual Discount
Village of Burr Ridge	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Darien	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Downers Grove	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
DuPage County	No			
City of Elmhurst	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Lombard	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of West Chicago	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
City of Wheaton	Yes	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	<u>1</u> %
Village of Woodridge	No			

IV. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item	Unit	ADDITIONAL UNIT PRICE*
1 Seal Coat Parking Lot Parking Lot	SY	\$ <u>1.40</u>
2 Paint Pavement Marking - Line 4"	FT	\$ <u>0.55</u>
3 Parking Lot Paint Pavement Marking - Letters & Symbols	SF	\$ <u>5.00</u>

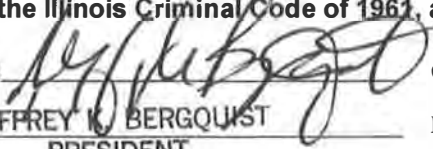
*The additional unit price above is to be added to the corresponding item in Sections E., F., or G. if the LPA requires the Contractor to perform the work on a Saturday.

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BELOW MUST BE COMPLETED IN FULL AND SIGNED

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

Authorized Signature:  Company Name: SKC CONSTRUCTION, INC.
Typed/Printed Name: JEFFREY K. BERGQUIST Date: 1-26-22
PRESIDENT. Telephone Number: 847-214-9800
Title: _____
E-mail: jbergquist@skcconstruction.net

**APPENDIX A
AGREEMENT ACCEPTANCE**

**RFB #2022-01
CRACK SEALING SERVICES**

ACCEPTANCE

The Contract/Bid attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of [*City of Darien*] ("Owner") this 1st day of April , **2024**.

This Acceptance, together with the Contract/Bid attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Bid . Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Bid." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

By: _____

Title: **Mayor**

S.K.C. CONSTRUCTION INC.

**P.O. BOX 503
WEST DUNDEE,IL.60118**

PHONE NO. (847)

F A X (847)

MPI Crack Sealing Seal Coating 2024

Pavement Maintenance
Villages of Various 2024

Location				
ITEM	DESCRIPTION OF ITEMS	UNIT	QUANTITY	UNIT PRICE
YEAR 3	NOT TO EXCEED 5% INCREASE OVER YEAR 2			
A	CRACK SEALING ASPHALT PAVEMENT	LB.	1.00	\$1.750
B	CRACK & JOINT SEALING PCC PAVEMENT	LB.	1.00	\$1.750
C	FIBER ASPHALT C/S ASPHALT PAVEMENT	LB.	1.00	\$1.500
D	SEAL COAT BIKE PATH	SQYD	1.00	\$1.340
E	SEAL COAT PARKING LOT	SQYD	1.00	\$1.340
F	PAINT PAVEMENT MARKING - LINE 4"	L.F.	1.00	\$0.560
G	PAINT PAVEMENT MARKING - L&S	SQFT	1.00	\$2.760
H	TRAFFIC CONTROL & PROTECTION	LSUM	1.00	\$550.000
WEEK END WORK				
1	SEAL COAT PARKING LOT	SQYD	1.00	\$1.540
2	PAINT PAVEMENT MARKING - LINE 4"	L.F.	1.00	\$0.610
3	PAINT PAVEMENT MARKING - L&S	SQFT	1.00	\$5.510

**THANK YOU FOR CONSIDERING OUR BID!
WE LOOK FORWARD TO HELPING YOU DEVELOP A SUCCESSFUL PROJECT.**

BID TOTAL

DATE _____ 20 _____
ACCEPTED BY _____

RESPECTFULLY SUBMITTED,
S.K.C. CONSTRUCTION INC.
JAMES FERNANDEZ
OPER. MNGR.

AGENDA MEMO
Municipal Services Committee
March 25, 2024

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Steve Piper and Sons, Inc., for Tub Grinding Services in an amount not to exceed \$6,500.00.

BACKGROUND

The City of Darien requires the services of re-grinding wood mulch accumulated through the City’s brush pick-up program twice a year. The wood chips are then utilized for City planters throughout town and are delivered at a cost to residents. Residents also have the opportunity to pick up the double ground chips at no cost from the Public Works facility. The work would be completed at the Municipal Services Facility.

The scope of work includes the vendor to supply and stage an industrial tub grinder and the Municipal Services Department assists the vendor with a loader to load the chips and restack.

The City sales for wood chips for FYE23 were \$2,510.00 to date. The sale of wood chips are advertised through the City’s media portals and the costs for delivery are as follows: \$35.00 for half a load (covers 3-4 cubic yards) and \$55.00 for a full load (covers 7-8 cubic yards).

The City requested competitive quotes for the tub grinding and received two responses.

VENDOR	COST
Steve Piper and Sons	\$3,136 per occurrence
Kramer Tree	\$4,640 per occurrence
Homer Tree	non-responsive
Smitty’s Tree	non-responsive

The budgeted expenditure would be expended from the following account:

Account Number	Account Description	FY 24-25 Budget	Proposed Expenditure
01-30-4243	Rent - Equipment	\$ 6,500	\$ 6,500

STAFF RECOMMENDATION

Staff recommends approval of a resolution accepting a proposal from Steve Piper and Sons, Inc., for Tub Grinding Services in an amount not to exceed \$6,500.00. Steve Piper and Sons has provided very satisfactory tub grinding services for the City in the past.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the April 1, 2024 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM
STEVE PIPER AND SONS, INC., FOR TUB GRINDING SERVICES
IN AN AMOUNT NOT TO EXCEED \$6,500.00**

**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 accepts a proposal from Steve Piper and Sons, Inc., for Tub Grinding Services in an amount not to exceed \$6,500.00, a copy of which is attached hereto as "[Exhibit A](#)".

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 1st day of April, 2024.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 1st day of April, 2024.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



2024 TUB GRINDING SERVICES

Vendor Name: STEVE PIPER AND SONS, INC.

The City of Darien is seeking quotes for the services of re-grinding wood mulch accumulated through the City's brush pick-up program. The proposed work would be completed at the Municipal Services Facility located at 1041 South Frontage Road. The proposed vendor shall provide 1, minimal 800 horsepower tub-grinder, and operator(s) to double grind the woodchips at the above-mentioned site. A Case wheel loader shall be supplied by the City for the awarded vendor's use. The City of Darien will supply the fuel required for the equipment.

Proposed Tub Grinder Schedule:

- May 8, 2024
- July 10, 2024
- September 4, 2024
- November 6, 2024

It is estimated that each frequency will require 4-12 hours of double grinding. Each day shall have a minimal of 4 hours. The proposed rate shall include travel, equipment, permits (not required by the City of Darien) and labor.


The vendor shall complete the following:

Hourly Rate Tub Grinder with Operator 4 hours	\$ <u>450⁰⁰</u>
Hourly Rate Tub Grinder with Operator 8 hours	\$ <u>392⁰⁰</u>
Hourly Rate Tub Grinder with Operator every Hour over 8 hours	\$ <u>392⁰⁰</u>

***MOBILIZATION FEE MUST BE INCLUDED FOR ALL HOURLY RATES**

CITY OF DARIEN


This form must be completed & faxed to 630-852-4709 or email
rkokkinis@darienil.gov by no later than March 21, 2024 @ 10:00 a.m. attn: Municipal Services
Questions may be directed to municipal services at 630-353-8105

Submitted by: STEVE PIPER
Vendor Name: STEVE PIPER AND SONS
Address: 31 W 320 RATTIN DR NAPERVILLE ILL 60564
Date: 3/11/2024
Phone: 630 898 6050 Cell: 708.997.5096
Fax #: N/A
E-mail Address: info@stevepiperandsons.com
Authorized Signature: 

The vendor shall provide three references with phone numbers below:

- CITY OF WOODRIDGE 630.553.4370
- VILLAGE OF LAGRANGE 708.528.6324
- USLE PARK DISTRICT 630.675.6106

Acceptance of Quote:

By:  Date: 3/21/24
City of Darien

Authorized and Accepted:

By: _____
Title: _____
Date: _____

AGENDA MEMO
Municipal Services Committee
March 25, 2024

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 2024/25 General Maintenance items in the amount of \$2,212,331.49 for a period from May 1, 2024 through April 30, 2025. [BACKUP](#)

AND

Consideration for the authorization to execute an Illinois Department of Transportation [Resolution](#), (IDOT BLR 14220) authorizing the expenditure of funds for the Rebuild Illinois Bonds Program in the amount of \$300,881.00 for a period from May 1, 2024 through April 30, 2025 from grants made from bond sale proceeds that must be deposited in the Local Public agency (LPA) MFT account and tracked separately.

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, the purchase of rock salt, cold and hot bituminous surface mixes, and 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 Form Municipal Estimate of Maintenance Costs and Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 14222 and BLR 09150) which also includes the Rebuild Illinois Bonds Program.

On June 28, 2019 Governor Pritzker signed Rebuild Illinois (RBI) Capital Plan to fund transportation projects and improvements, along with many other investments. This is not an MFT distribution, rather a grant made from bond sale proceeds that must be deposited into the LPA MFT account and tracked separately as RBI spends.

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the April 1, 2024 City Council agenda for formal approval.



March 25, 2024

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 25-00000-00-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, 2025:

Estimated Total Expenditures for:

FICA	\$25,553
IMRF	\$28,892
MEDICARE	\$ 5,976
TOTAL	\$60,421

If you have any questions regarding this matter, please contact Dan Gombac, Director of Municipal Services at 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, Accounting Manager
Marilyn 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	Beginning	Ending
City of Darien	DuPage	25-00000-00-GM	05/01/24	04/30/25

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 (shoulder main)	IIA		Stone CA-6 CA-7 Labor-5 Gen Util Wkrs City Staff	Tons Av Hr	2,000 15	\$17.50 \$42.00	\$35,000.00 \$630.00	\$35,630.00
2)Snow & Ice Control	I III		Road Salt-Joint Purchase Bio Melt 55 NIGP Code Labor-5 Gen Util Wkrs	Tons Gallons Av Hr	1,350 4,500 1,442	\$85.00 \$2.50 \$37.53	\$114,750.00 \$11,250.00 \$54,118.26	\$180,118.26
3)Storm Sewer Maint	I		Storm Sewer Material- environmentally friendly Labor-5 Gen Util Wkrs City Staff	LS Av Hr	1 1,535	\$18,500.00 \$33.26	\$18,500.00 \$51,054.10	\$69,554.10
4)Pavement Marking	IIB IIA		Striping-Paint-Thermal Labor-5 Gen Util Wkrs City Staff	LS Av Hr	1 86	\$16,000.00 \$36.01	\$16,000.00 \$3,096.86	\$19,096.86
5)Street Sign Maint	IIA IIA		Sign Labor-5 Gen Util Wkrs City Staff	LS Av Hr	1 85	\$10,000.00 \$36.01	\$10,000.00 \$3,060.85	\$13,060.85
6)Mowing(Public Row)	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	1,265	\$28.15	\$35,609.75	\$35,609.75
7)Catch Basin Cleaning Jetting	IIA		Labor-5 Gen Util Wkrs City Staff	Av Hr	275	\$37.07	\$10,194.25	\$10,194.25
8)Tree Trimming	IIA IIA		Tree Trimming-City Staff safety or an ernaergency Labor-5 Gen Util Wkrs City Staff	Av Hr Av Hr	760 385	\$25.00 \$49.18	\$19,000.00 \$18,934.30	\$37,934.30
9)Concrete Gen Maint Inspection	IIA		Labor-1 Gen Util Wkr City Staff	Av Hr	480	\$35.00	\$16,800.00	\$16,800.00
10)Energy power distribution	I		Power Cost-contract ComEd/Cconstellation	LS	1	\$20,000.00	\$20,000.00	\$20,000.00
11)Crack Seal	IIB		Crack Seal-route & fill fiber asphalt	LB LB	30,000 43,000	\$1.75 \$1.50	\$52,500.00 \$64,500.00	\$117,000.00
12)Road maint program	IIB		road program bid	LS	1	\$1,897,793.12	\$1,897,793.12	\$1,897,793.12
Total Operation Cost								\$2,452,791.49

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Darien	DuPage	25-00000-00-GM	05/01/24	04/30/25

Estimate of Maintenance Costs Summary

	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Maintenance				
Local Public Agency Labor	\$212,498.37			\$212,498.37
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$131,448.00		\$94,052.00	\$225,500.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$1,713,912.12	\$300,881.00		\$2,014,793.12
Maintenance Total	\$2,057,858.49	\$300,881.00	\$94,052.00	\$2,452,791.49

Estimated Maintenance Eng Costs Summary

	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Maintenance Engineering				
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				

Total Estimated Maintenance	\$2,057,858.49	\$300,881.00	\$94,052.00	\$2,452,791.49
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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?

WMFT Entry By Entry Date



**Request for Expenditure/Authorization
of Motor Fuel Tax Funds**

Local Public Agency City of Darien	Type City	County DuPage	Section Number 25-00000-00-GM
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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	\$60,421.00	n/a
Maintenance	\$2,151,910.49	\$300,881.00
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$2,212,331.49	\$300,881.00

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

Location of Property			Property Owner	Acres Right-of-Way	Relocation Costs	Cost of Land Acquired	Cost of Damage to Land not Acquired	Total
Street/Road	Parcel Number	Address of Property Involved						
							TOTAL	

Add Item



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, DuPage, [blank], Original, 25-00000-00-GM

BE IT RESOLVED, by the Council of the City of Darien Illinois that there is hereby appropriated the sum of Two Million Two Hundred Twelve Thousand Three Hundred Thirty-One and 49/100 Dollars (\$2,212,331.49)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/24 to 04/30/25

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 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 of Darien in the State of Illinois, and keeper of the records and files thereof, as 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 04/01/24

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of April, 2024

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature Box]

APPROVED

Regional Engineer Signature & Date Department of Transportation [Signature Box]



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, DuPage, [blank], Original, 24-00031-00-RS

BE IT RESOLVED, by the Council of the City of Darien Illinois that there is hereby appropriated the sum of Three Hundred Thousand Eight Hundred Eighty-One and no/100 Dollars (\$300,881.00)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/24 to 04/30/25

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 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 of Darien in the State of Illinois, and keeper of the records and files thereof, as 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 04/01/24

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 1st day of April, 2024

(SEAL, if required by the LPA)

Clerk Signature & Date

Empty box for Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date Department of Transportation

Empty box for Regional Engineer Signature & Date

AGENDA MEMO
Municipal Services Committee
March 25, 2024

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the Mayor to adopt the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

BACKGROUND

The following resolution requires adoption as part of the Dupage Multi-Jurisdictional Natural Hazard Mitigation Plan (NHMP) and to be eligible for federal hazard mitigation assistance grants. Municipalities are required to adopt the NHMP plan by June 1, 2024. The hazard plan is coordinated and memorialized through the City's Police Department and updated on an annual basis. The Departments eligible for assistance include Stormwater Management, Building & Zoning and Public Works. This plan assesses risk as it relates to natural hazards, such as tornadoes, severe summer and winter storms, droughts, etc. Pending on the disaster event the City could have the opportunity to apply for federal funding to complete the mitigation of the event.

This plan is one of the first in the nation to be reviewed by FEMA under the newest update to the Local Hazard Mitigation Planning Policy Guide that became effective in April 2023. The 2023 update of the DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan received Approvable Pending Adoption (APA) status from FEMA on June 1, 2023 and was subsequently adopted by the DuPage County Board on June 27, 2023.

To view the plan please see the website below:

https://www.dupagecounty.gov/government/departments/OHSEM/protect_dupage/natural_hazard_mitigation.php

STAFF RECOMMENDATION

The Staff recommends the approval of resolution authorizing the Mayor to adopt the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the April 1, 2024 City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ADOPT THE 2023 DUPAGE COUNTY MULTI-JURISDICTIONAL NATURAL HAZARD MITIGATION PLAN

WHEREAS the City of Darien is subject to natural hazards, such as floods, severe summer and winter storms, tornadoes, and extreme heat events, that can threaten lives, damage property, close businesses, disrupt traffic, and present public health and safety hazards; and

WHEREAS, the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Darien from the impacts of future hazards and disasters; and

WHEREAS, the City of Darien has participated in the development and update of the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan; and

WHEREAS, adoption by the City of Darien demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, as follows, the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan is hereby adopted as an official plan of the City of Darien.

Joseph Marchese, Mayor is hereby appointed as the City’s designee for participating in the yearly annual reporting and five-year updating processes as follows:

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to adopt the 2023 DuPage County Multi-Jurisdictional Natural Hazard Mitigation Plan.

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 1st day of April 2024.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 1st day of April 2024.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE

February 26, 2024

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

ABSENT: None

OTHERS: Mr. Dan Gombac – Director, Mr. Jordan Yanke – City Planner

Establish Quorum

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

New Business

d. PZC2024-01 – Indvestia Darien, LLC (7409 Cass Avenue).

Mr. Jordan Yanke, City Planner reported that the petition is for a quick serve drive-through establishment located in the parking lot between Taco Bell and Concentra along 75th Street. He reported that the petitioner would like to reconfigure the lot and clean up the existing parcels to make space for an eating establishment. He further reported that the petition was presented in front of the Planning and Zoning Commission where conditions were placed which would provide proper signage for entering and exiting the establishment as well as maintain the building only be used as an eating establishment in conjunction with drive-through facility.

The petitioner and petitioner representative, Vick Mehta and Chris Jackson, respectively, were present for public comment.

Mr. Jackson provided an overview of the proposed architectural design and materials to be used for the building. He further stated the intent to keep design consistent with other buildings in the city, as requested by committee members.

Mr. Dan Gombac, Director noted that they would like to review specific verbiage with the City Attorney before the petition is finalized.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of PZC2024-01 – Indvestia Darien, LLC (7409 Cass Avenue).

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

a. Resolution – Approving the 2024 City of Darien Zoning Map for publication.

Mr. Jordan Yanke, City Planner provided an overview of the publication, which would provide an annual update as well as highlight special use variances.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution – Approving the 2024 City of Darien Zoning Map for publication.

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

b. Motion – Recommend an ordinance creating Section 1-4-5 of Title 1, Chapter 4 of the Darien City Code regarding administrative citations for violations of Property Maintenance Code and Zoning Regulations.

Mr. Dan Gombac, Director reported that the City is working with a code enforcement software to be used through the marketing channels which would inspect code violations reported by residents. He further reported that the software will provide a more streamlined process of handing out fines and allows for more optimization and citizen compliance.

Mr. Jordan Yanke, City Planner reported that the ordinance would eliminate violation cases from having to go to DuPage County Court.

Alderman Thomas Belczak, Chairman proposed including administrative hearings for further streamlining the system.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Motion – Recommend an ordinance creating Section 1-4-5 of Title 1, Chapter 4 of the Darien City Code regarding administrative citations for violations of Property Maintenance Code and Zoning Regulations.

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

c. PZC2023-06 – Mixed-Use District Zoning Text Amendment.

Mr. Jordan Yanke, City Planner reported that the amendment would include permitted, special and prohibited use ordinances within the definition of mixed-use zoning.

Mr. Dan Gombac, Director reported that clear definitions are to be established with the City Attorney. He further stated that the amendment would provide guidelines for future potential development.

Alderman Thomas Belczak, Chairman requested that the use of packaged liquor be included as a special use ordinance.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of PZC2023-06 – Mixed-Use District Zoning Text Amendment.

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

- e. Resolution – Authorizing the Mayor to execute a contract for the 2024 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds in an amount not to exceed \$38,200.00 between the City of Darien and JC Landscaping & Tree Services.**

Mr. Dan Gombac, Director provided an overview of the work being done to revamp landscaping. He reported that they were not satisfied with the previous contract, and that the current bidder is the only bidder. He further reported that this bid would result in \$2,200 in savings from the current payment.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution – Authorizing the Mayor to execute a contract for the 2024 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds in an amount not to exceed \$38,200.00 between the City of Darien and JC Landscaping & Tree Services.

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

- f. Motion – Authorizing a contingency with JC Landscaping & Tree Services in the amount of \$5,500 for replacement of plant materials and plant enhancement for the 2024 Landscape Maintenance Services, pending budget approval.**

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Motion – Authorizing a contingency with JC Landscaping & Tree Services in the amount of \$5,500 for replacement of plant materials and plant enhancement for the 2024 Landscape Maintenance Services, pending budget approval.

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

- g. Resolution – Authorizing the Mayor to enter into a contract with Brothers Asphalt Paving, Inc., for the 2024 Street Program as per the following schedule of pricing, pending 2024/25 Budget approval; Base bid – \$1,807,793.12; alternating 1 – patching - \$90,000.00; for a total of \$1,897,793.12.**

Mr. Dan Gombac, Director provided an overview of the program, in which the roads would be patched while preserving what already exists.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution – Authorizing the Mayor to enter into a contract with Brothers Asphalt Paving, Inc., for the 2024 Street Program as per the following schedule of pricing, pending 2024/25 Budget approval; Base bid – \$1,807,793.12; alternating 1 – patching - \$90,000.00; for a total of \$1,897,793.12.

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

h. Minutes – January 22, 2024 Municipal Services Committee.

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

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

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

Director’s Report

Mr. Dan Gombac, Director reported that the tree trimming project with Yellowstone received very positive feedback, and that the contract will be renewed for next year.

Mr. Gombac reported that the electronic sign on Plainfield Road and Cass Avenue has been raised and ComEd has been connected to the sign. He further reported that the sign will be turned on in March 2024, and that they are continuing to finalize plans for Darien businesses to advertise through the sign.

Mr. Gombac reported that a residential drainage project will commence at 513 Chestnut, for which JC Landscaping and Tree Service will honor their 2021 pricing and the resident will pay the City \$16,000 to complete the project.

Next Scheduled Meeting

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, March 25, 2024.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to adjourn. Upon voice vote, the MOTION CARRIED UNANIMOUSLY, and the meeting adjourned at 7:09 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belczak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman