

**AGENDA**  
**Administrative-Finance Committee**  
**\*RESCHEDULED\***  
**April 7, 2025**  
**6:30 p.m. – City Hall Conference Room**

- 1. Call to Order**
- 2. Public Comment**
- 3. New Business**
  - a. Approval of an ordinance amending Section 6c-4-7 of the Darien City Code, "Water Consumption Charges"**
  - b. A Motion authorizing the Mayor to sign a contract with Windy City Amusements, Inc. dated March 17, 2025, to provide amusement rides and attractions commencing on May 23, 2025 and ending May 26, 2025, for Darien Memorial Day Bash held at Chestnut Court**
  - c. Approval of a motion authorizing the city administrator to sign a contract for the best bid for street light electric supply**
  - d. Approval of Minutes – Special Meeting February 26, 2025  
Admin/Finance March 3, 2025**
- 4. Other Business**
- 5. Next Meeting – May 5, 2025**
- 6. Adjournment**

**AGENDA MEMO**  
**Administrative/Finance Committee Meeting**  
**April 7, 2025**

**ISSUE STATEMENT**

Approval of an **ORDINANCE AMENDING SECTION 6C-4-7 OF THE DARIEN CITY CODE, "WATER CONSUMPTION CHARGES"**

**BACKGROUND/HISTORY**

The City has concluded the FYE 26 budget meetings. As discussed during the budget meetings, the staff is recommending a water rate increase as part of the FYE 26 water fund budget. The water rate for Darien residents during FYE 26 is proposed at \$10.50/1000 with a total fixed cost of \$15 per bill. The unincorporated residents' rate is proposed at \$12.60/1000 with a fixed cost of \$18 per bill. This is a slight increase from the current resident's rate of \$9.75 /1000 and a \$10 fixed fee per bill and an unincorporated customer rate of \$11.70 /1000 and a \$12 fixed fee per bill.

The first chart below shows a current bill for a resident that uses 5000g per month and a resident that uses 10,000 per month. The second chart shows the increase per bill for the proposed rate. The bill for a resident using 5000g per month would increase by \$12.50. The bill for a resident using 10,000g per month would increase by \$20.00.

**CURRENT BILL**

<b>Gallons per bill</b>	<b>10,000g</b>	<b>20,000g</b>
Current rate \$9.75/ 1000	\$97.50	\$195.00
Current fixed fee per bill	\$10.00	\$10.00
<b>Total per bill</b>	<b>\$107.50</b>	<b>\$205.00</b>

**PROPOSED BILL**

<b>Gallons per bill</b>	<b>10,000g</b>	<b>20,000g</b>
Proposed rate \$10.50/ 1000	\$105.00	\$210.00
Proposed fixed fee per bill	\$15.00	\$15.00
<b>Total per bill</b>	<b>\$120.00</b>	<b>\$225.00</b>
<b>Increase per bill</b>	<b>\$12.50</b>	<b>\$20.00</b>

The staff conducts a determination of a fair user fee every year when preparing the draft budget for City Council consideration. The last increase to the city's water rates occurred in 2016. The increase is critical in order to maintain approximately 90 days of reserve in the water fund.

Darien has over \$20,000,000 of capital assets in the water system. The system is made up of water distribution, water storage and buildings/equipment. There are approximately 140 miles of water mains that bring customers over 815,000,000 gallons of safe and fresh water. The system includes three water towers that provide emergency water storage and keep the water pressure at

required levels. The city also has vehicles and equipment needed to maintain the system, especially during emergency water main breaks. The city continually reinvests in the water system including the recent improvement to installing an automated meter reading system.

The city's water revenue is a combination of a specific rate per 1000 gallons of water billed and a fixed fee applied to resident's bill. The fixed fee is the same no matter how many gallons of water billed to a customer. In order to increase water revenue, either the rate per 1000 or the fixed fee can be increased.

The fixed fee currently makes up approximately 7% of the water fund revenue. Fixed fees are used in water systems recognizing that there are certain expenses that are constant, regardless of the amount of water a resident uses. Some examples include bond payments, water testing and quality control, building and equipment maintenance and replacement, employee expenses. I also am recommending the fixed fee increase because it is a set revenue for budgeting purposes. An increase to the rate per 1000 is always an estimate since the total annual water billed per 1000 changes every year depending on customer demand.

The primary reason for the recommended increase is to establish a sound financial reserve in the water fund and to pay for future projects/repairs necessary to maintain the water system. Attached is a copy of the proposed FYE 26 Water Fund budget summary showing no fixed fee increase and a summary showing the fixed fee increase.

Assuming that the water fund operates as expected, any projected rate increase during the 3-year budget estimate is not planned. However, any major emergency repair or approval of any new capital projects would require additional adjustments to the rate structure. Approximately 70% of the water fund expenses are for the direct purchase of Lake Michigan water from the DuPage Water Commission (DWC).

Governmental water operations are established as enterprise funds. An enterprise fund is a fund established to account for operations that are financed and operated in a manner similar to private business enterprises. The intent of the governing body is that the costs (operating and capital improvement expenses, including depreciation) of providing water to the general public on a continuing basis be financed or recovered primarily through user charges. The definition of an enterprise fund implies that sufficient user fees should be established to ensure that the utility can operate on a self-sustaining basis. The major source of revenue for the water fund is user fees.

Determining a *fair* user fee is a factor of two issues:

- analyzing our operating expenses, projecting system capital projects, determining sufficient cash reserves, and setting aside funds to replace portions of the system as needed
- analyzing the number of gallons of water billed to all customers in order to determine the rate that covers the expenses mentioned above

### **STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the Ordinance.

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will be placed on the April 7, 2025, City Council Agenda for formal consideration.

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

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

**AN ORDINANCE AMENDING SECTION 6C-4-7 OF THE  
DARIEN CITY CODE, "WATER CONSUMPTION CHARGES"**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN  
THIS 7<sup>th</sup> DAY OF APRIL 2025**

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**Published in pamphlet form by authority of the  
Mayor and City Council of the City of Darien,  
DuPage County, Illinois, this 7<sup>th</sup> day of  
April 2025**

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

**AN ORDINANCE AMENDING SECTION 6C-4-7 OF THE  
DARIEN CITY CODE, "WATER CONSUMPTION CHARGES"**

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

**SECTION 1:** Section 6C-4-7 of the Darien City Code is hereby amended to provide as  
follows (repealed language stricken; new language in bold):

**6C-4-7: WATER CONSUMPTION CHARGES:**

- (A) The cost of water usage for customers located within the corporate boundaries of the city shall be a rate of ~~nine dollars and seventy-five cents (\$9.75)~~ **ten dollars and fifty cents (\$10.50)** per one thousand (1,000) gallons or fraction thereof.
- (B) The cost of water usage for customers located outside the corporate boundaries of the city shall be a rate of ~~eleven dollars seventy cents (\$11.70)~~ **twelve dollars and sixty cents (\$12.60)** per one thousand (1,000) gallons or fraction thereof.
- (C) A charge of ~~ten dollars (\$10.00)~~ **fifteen dollars (\$15.00)** shall be added to each bill for customers located within the corporate boundaries of the city, and a charge of ~~twelve dollars (\$12.00)~~ **eighteen dollars (\$18.00)** shall be added to each bill for customers located outside the corporate boundaries of the city. These charges represent payment to the city for fixed system costs.

**SECTION 2:** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (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.

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

**SECTION 3:** This Ordinance shall be in full force and effect immediately, and shall apply to all bills issued after the date of this Ordinance.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of April 2025.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of April 2025**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**AGENDA MEMO**  
**Administrative/Finance Committee Meeting**  
**April 7, 2025**

**ISSUE STATEMENT**

A motion authorizing the Mayor to sign a contract with Windy City Amusements, Inc. dated March 17, 2025, to provide amusement rides and attractions commencing on May 23, 2025 and ending May 26, 2025, for Darien Memorial Day Bash held at Chestnut Court

**BACKGROUND/HISTORY**

When the City Council approved the Darien Business Alliance, staff discussed holding a Memorial Day Bash, which included providing a carnival in Darien over Memorial Day weekend. Westwood Park was unavailable that weekend. Staff contacted Mr. Kumar Bhavanasi, owner of Chestnut Court shopping center, asking to have the event at Chestnut Court. Mr. Bhavanasi advised he would allow the event at Chestnut Court.

Attached (Attachment A) is a contract between the City of Darien and Windy City Amusements for the carnival. The contract is substantially the same as the contract that was approved for last year's Darien Fest.

The contract provides that the City will receive 40% of Windy City's gross receipts. They will also be required to pay the amusement tax required by city code which is (3%) of the gross receipts and 1.25% required by the Food and Beverage Tax.

The staff will not solicit sponsorships for this event.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval of the contract

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will on the April 7, 2025, City Council Agenda for consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 7<sup>th</sup> day of April 2025.**

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

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

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



# Windy City Amusements, Inc.

914 W. Main St. – St. Charles, IL. 60174

(630) 443-4547 or Fax (630) 443-4548

www.windycityamusements.com

Tony Salerno, President

Ruth Salerno, Secretary

## Contract to Supply Amusements

**THIS CONTRACT**, made and entered into this 17th day of March 2025 by and between City of Darien of the City or Village of Darien, State of IL hereinafter referred to as the ("Sponsor").

In consideration of the mutual promises contained herein, the parties agree as follows.

1. That **Windy City Amusement Inc.** agrees to present its company, or companies consisting of Amusement ride devices, Amusement Attraction, Concessions, "Fun" booths, etc., at a location, provided by the **Sponsor**, and known as parking lot 7521 Lemont Rd. in the City or Village of Darien State of IL for a period of 4 days and nights commencing May 23, 2025 and ending May 26, 2025, both dates inclusive. **Sponsor** will sponsor subsequent events annually on substantially the same dates each subsequent year.
2. **Windy City Amusements Inc.** shall furnish, in its sole discretion, all necessary roll tickets, and tickets booth (s) at the location.
3. The **Sponsor** hereby agrees to pay for, furnish, or provide all licenses, permits, taxes, water service, police protection, bill posting newspaper advertising, ticket sellers, dumpsters, portable toilets, a location acceptable to **Windy City Amusements Inc.** for the set up of its company, streets and lots privileges, and free gate admission tickets for the employees of **Windy City Amusements Inc.** where gate admission is charged, portable toilets & water hookup will be provided the day of or prior to setup of the carnival.
4. **Windy City Amusements Inc.** shall have the exclusive right of providing all amusement ride devices, amusement attractions, "fun" booths and concession stand (s) for the event.
5. **Windy City Amusements Inc.** shall have the exclusive right of providing all popcorn, cotton candy, snow cones, funnel cakes, pop and corn dogs at the carnival area, in its own concession stand (s).
6. **Windy City Amusements Inc.** agrees to pay to the **Sponsor**, the sum of Forty per cent (40 %) of the gross receipts from monies derived from the sale of admission tickets at the various shows and rides, after usual Midway Insurance and City Amusement Tax, if applicable, are deducted.
7. N/A
8. N/A
9. The settlement for the percentage on the Amusement rides and shows etc. shall be made on the closing day of the event.
10. The proceeds of all ticket sales may be held by the **Sponsor**. If ticket proceeds are held by the **Sponsor**, the **Sponsor** is responsible for any and all shortages in cash or tickets including arm bands and hand stamps.

## Contract to Supply Amusements Page 2

11. **Windy City Amusements Inc.** is to furnish Liability Insurance and Property Damage Insurance of not less than \$ 5,000,000. for each occurrence with a certificate of said insurance sent to the **Sponsor** prior to the event. **Windy City** is not liable for **Sponsors** employees and volunteers actions during the event.
12. Ride ticket and Unlimited Ride Special prices are controlled by **Windy City** and may be subject to yearly change.
13. **Windy City Amusements Inc.** shall furnish Diesel Electric Light Plants for the operation of the Carnival Equipment only. The **Sponsor** shall pay \$ none toward any Diesel Fuel used, or other Electric Power used during the engagement.
14. That it is mutually agreed by both parties hereto that there are no other contracts or promises either written or verbal between them.
15. In case of railroad accident or delay, strikes, fire, flood, cyclone, epidemic or any unforeseen occurrence over which **Windy City** and **Sponsor** have no control, then they are not to be held responsible for damages, by **either party**.
16. The **Sponsor** further agrees to use their influences to prevent other like attractions from exhibiting in the aforesaid City or Village until after the termination of this agreement.
17. This contract is fully assignable by **Windy City Amusements Inc.**
18. N/A
19. N/A
20. N/A
21. This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days from the date of presentation of \_\_\_\_\_ 2025.

**REMARKS:** Windy City shall provide a digital poster and up to 50 printed posters towards advertising.

Carnival hours of operation: Fri 6-10pm, Sat 1-10pm, Sun 1-9pm & Mon 1-5pm.

Unlimited Ride Specials on Sat, Sun & Mon 1-5pm at WCA current pricing.

Prime Time Unlimited Ride Specials Fri 6-10pm & Sat 5:30-9pm at WCA current pricing.

Windy City will include City of Darien, Mid-America Asset Management Inc., and Chestnut Court Darien, IL LLC as additional Insured for general liability of not less that \$5,000,000.

This contract entered into and signed in duplicate in the City or Village of \_\_\_\_\_, State of \_\_\_\_\_, this day of \_\_\_\_\_ A.D. 2025 by the duly authorized representative of the parties hereto.

**SPONSOR:** \_\_\_\_\_

**WINDY CITY AMUSEMENTS INC.**

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

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

**ITS:** \_\_\_\_\_

**ITS:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

**Dated:** \_\_\_\_\_

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**AGENDA MEMO**  
**Administrative/Finance Committee**  
**April 7, 2025**

**ISSUE STATEMENT**

Approval of a motion authorizing the city administrator to sign a contract for the best bid for street light electric supply.

**BACKGROUND/HISTORY**

The city pays for street lights throughout that we own. Our annual light accounts with NIMEC expire this July and will be a part of our upcoming group bid. This year's NIMEC group bid will take place on Wednesday, May 14, 2025. The challenge of approving the bid is a timing issue. The bid prices are only good for the day they are opened. Typically, the city council would approve the city administrator to sign a contract with the low bidder. Attached is a draft resolution for approval. The annual street light expense is approximately \$50,000 with half going for supply and half for power supply.

We will participate with NIMEC again to solicit prices. As a reminder, NIMEC is an intergovernmental purchasing group of over 170+ municipal and non-profit organizations that conduct joint bids for electric supply rates. We have participated with NIMEC for joint purchasing and community wide aggregation.

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends approval

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will be placed on the April 21, 2025 City Council Agenda for consideration.

**Resolution \_\_\_\_\_**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT FOR THE PURCHASE OF ELECTRICITY FROM THE LOWEST COST ELECTRICITY PROVIDER FOR THE PURPOSES OF STREET LIGHTING THROUGH THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE BID PROCESS**

**WHEREAS**, the City of Darien has previously joined the Northern Illinois Municipal Collaborative (NIMEC) for the purpose of procuring electricity through a cooperative pool in order to receive a more competitive bid price on electricity. NIMEC's membership consists of 160+ northern Illinois governmental organization;

**WHEREAS**, the City through its participation in the NIMEC bid process has previously entered into contracts with the lowest bidder for electricity for the City's street lights.

**WHEREAS**, Commonwealth Edison no longer offers a fixed rate for larger street light accounts. ComEd prices larger sized accounts on a floating market rate that changes every hour. It is not possible to predict those rates for the following 12 months, as they are dependent upon weather, usage and other market factors. Fixed rates for medium and large sized accounts are only available from suppliers other than ComEd;

**WHEREAS**, because commodity pricing is volatile, the City Manager will need to have the authority to sign a contract with the electricity provider which is deemed most favorable for the City on the same day that bids are presented by NIMEC, and determine if the desired contract should be for a one, two or three-year term;

**NOW, THEREFORE, BE IT RESOLVED**, that, in light of the time constraints applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the City Administrator is hereby authorized to sign the contract with the lowest bidder, with City Staff being hereby directed to place said contract on the first available City Board meeting following the execution thereof by the City for ratification by the City Board.

Presented to City Council of the City of \_\_\_\_\_, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

Passed by the City Council of the City of \_\_\_\_\_, Illinois this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
City Mayor  
ATTEST:

\_\_\_\_\_  
City Clerk

**City of Darien**  
**Minutes of the Special Administrative/Finance Committee**  
**February 26, 2025**

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Chairwoman/Alderwoman Sullivan called the meeting to order at 5:30 pm. Committee members Leganski and Schauer were present. Also in attendance was Mayor Marchese Treasurer Coren, Administrator Vana and Alderpersons Stompanato, Kenny, and Gustafson.

**Budget Review**

Administrator Vana advised that Alderman Leganski provided him with a 3-year budget analysis he conducted using budget and audited financial information and different budget assumptions. Alderman Leganski reviewed his analysis and answered any questions. No action was taken.

**Adjournment** - The meeting adjourned at 6:00 p.m.

Approved:

Mary Sullivan, Chairwoman \_\_\_\_\_

Ted Schauer, Member \_\_\_\_\_

Gerry Leganski, Member \_\_\_\_\_

**City of Darien**  
**Minutes of the Administrative/Finance Committee**  
**March 3, 2025**

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Chairwoman/Alderwoman Sullivan called the meeting to order at 6:00 pm. Committee members Leganski and Schauer (Schauer left at 6:20 to attend Municipal Services Committee meeting) were present. Also in attendance was Administrator Bryon Vana, Treasurer Coren and Mayor Marchese.

**A Resolution approving Intergovernmental Agreements between the Darien Park District and the City of Darien for the use of Westwood Park for Darien Fest, Summer Concert Series, NNO, and Oktoberfest in 2025**

Staff advised in 2024, the City conducted the Darien Fest, summer concerts, National Night out, and fall fest at Westwood Park. Staff reviewed the agreements to hold these events at Westwood Park in 2025 and advised the agreements are in substantially the same form as 2024. The committee unanimously recommended approval of the agreements

**A Motion to approve an Ordinance abating certain taxes previously levied by Ordinance no. O-24-24.**

Staff advised that the City Council approved the 2024 tax levy in the amount of \$2,971,285. When the council approved the levy, they said they would review this amount in conjunction with the FYE 26 budget review to determine final amount of the levy. If the council wants to maintain the \$2,971,285 tax levy request, no further action is needed. If the council wants to reduce that amount, they would need to pass a tax levy abatement ordinance and file that with DuPage County. Staff presented a draft abatement ordinance of \$459,325, which would keep this year's property tax request the same as last year's tax extension of \$2,511,961. The Committee recommended approval of the abatement ordinance 2-1 with Sullivan and Schauer voting yes and Leganski voting no.

**Grocery Sales Tax - discussion**

Staff advised beginning January 1, 2026, Illinois will repeal the 1% sales and use grocery tax, which will have an impact on local governments. The financial impact will vary for each municipality depending on the amount of sales revenue they currently receive. In order to recoup all of the lost revenue the law also allows municipalities to implement a 1% local grocery tax effective on January 1, 2026. The city also has an option to raise our Home-Rule (HR) sales tax in order to recoup the lost revenue. Staff has reviewed the potential impact to Darien and we estimate a reduction in our sales tax revenue by approximately \$660,000.

Staff recommended approving an increase in our HR sales tax in order to collected additional revenue from the Walmart sales tax agreement. Staff advised this issue would be presented to the Admin/Finance Committee and City Council in the near future for formal approval.

**Minutes – December 16, 2024** - The committee unanimously approved the minutes.

**Adjournment** - The meeting adjourned at 6:49 p.m.

Approved:

Mary Sullivan, Chairwoman \_\_\_\_\_

Ted Schauer, Member \_\_\_\_\_

Gerry Leganski, Member \_\_\_\_\_