

AGENDA
Municipal Services Committee
January 27, 2025
5:30 p.m. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. Old Business**
- 4. New Business**
 - a. **PZC2024-12** - Variation (Side Yard Setback) City of Darien / Corey and Ashley Devlin – 814 Timber Lane
 - b. **PZC2024-13** - Rezone (R-1 to B-3) Variation (Parking Setback) Special Use (Contractor’s Storage Yard) Mike Angileri c/o Coventry Gardeners – 1033 N Frontage Rd.
 - c. **PZC2024-11** - 2021 Building Code Update
 - d. **Ordinance** – Authorizing the disposal of surplus property.
 - e. **Resolution** – Authorizing the Mayor to execute a contract with Lakeshore Recycling Systems, LLC, for the City of Darien’s 2025 Street Sweeping Program not to exceed \$56,575.00.
 - f. **Resolution** - Authorization to execute an Illinois Department of Transportation Resolution, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2025/26 General Maintenance items in the amount of \$800,375.90 for a period from May 1, 2025 through April 30, 2026.
 - g. **Resolution** - Preliminary approval of the 2025 Sidewalk, Apron and Curb and Gutter Removal and Replacement Program contract with Suburban Concrete, Inc.
 - h. **Resolution** - Accept the unit price proposal for analytical soil testing fees from Testing Service Corporation at the proposed unit prices for certain waste for a period of May 1, 2025 through April 30, 2026
 - i. **Resolution** - Authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design engineering services related to the design, preparation of bidding documents and construction engineering for installation of standby generators at three locations within the City of Darien. The three locations are City Hall, Plainfield Road Potable Water Pump Station and Police Station, in an amount not to exceed \$71,300.
 - j. **Resolution** - Authorizing the Mayor to extend a contract for the 2025 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 8 Entrance Way Planting Beds in an amount not to exceed \$40,992.00 between the City of Darien and JC Landscaping & Tree Services.

- k. **Resolution** - Preliminary approval to extend a contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control, within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$76,756.00 for the 2025 Landscape Fertilization Services, subject to FYE26 budget inclusion
 - l. **Resolution** - Accept a proposal from Core & Main for certain general water department utility tools and marking supplies maintenance of the water system for a period of May 1, 2025 through April 30, 2026.
 - m. **Resolution** - Accept a proposal from Underground Pipe & Valve Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.
 - n. **Resolution** - Accept a proposal from Water Products Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.
 - o. **Resolution** – Accept a proposal from Core & Main for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.
 - p. **Resolution** - Accept a proposal from Ferguson Waterworks for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.
 - q. **Resolution** - Authorizing the Mayor to extend a contract with Rag’s Electric, Inc., per the proposed unit prices, for the 2025 Street Light Maintenance beginning May 1, 2025 through April 30, 2026.
 - r. **Minutes** – **December 9, 2024** Municipal Services Committee
- 5. Director’s Report** – Plainfield Road Wall
- 6. Next scheduled meeting** – **February 24, 2025**
- 7. Adjournment**

AGENDA MEMO
PLANNING AND ZONING COMMISSION
JANUARY 27, 2025

CASE

PZC2024-12

Variation (Side Yard Setback)

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

ORDINANCE**ISSUE STATEMENT**

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

GENERAL INFORMATION

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

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

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

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)

- 6) **VARIATION JUSTIFICATION LETTER**
- 7) **LOCATION MAP & AERIAL IMAGE**
- 8) **SITE PHOTOS**

BACKGROUND/OVERVIEW

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

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

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

ANALYSIS

A) Existing Deck Plan and Deck Location Details

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

B) Variation and Deck Alterations

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

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

Variation Criteria:

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

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

PZC MEETING 01/08/2025

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

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

UPDATES FOR MUNICIPAL SERVICES MEETING

While the neighbors that first filed a complaint were not present at the meeting, a description of the Planning and Zoning Commission's recommendation was provided to them via email the following day. The neighbor responded and stated that their concerns regarding privacy had not been addressed. Staff conducted further research of the 812 homes within the Hinsbrook Subdivision and found that 176 (21%) of the homes have a deck in the sideyard, and only two instances exist where the same models of home have a side yard deck. Further, there were no other

instances where a deck overlooked the primary rear yard entry/patio of a neighbor.

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

DECISION MODE

The Municipal Services Committee will consider this item at its meeting on January 27, 2025.

MEETING SCHEDULE

Planning and Zoning Commission	January 8, 2025
Municipal Services Committee	January 27, 2025
City Council	February 3, 2025



ZONING VARIATIONS

INFORMATION and APPLICATION

REV 12/21

Assistance

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

Available Relief

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

Fair Process

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

Transparency

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

CITY OF DARIEN
ZONING VARIATIONS
SUBMITTAL CHECKLIST

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



ZONING APPLICATION

CITY OF DARIEN
1702 Plainfield Road, Darien, IL 60561
www.darienil.us 630-852-5000

CONTACT INFORMATION

Ashley & Corey Devlin
Applicant's Name
814 Timber Lane Darien, IL 60561
Address, City, State, Zip Code
(630) 379-7373 Ashley
Telephone
aehill612@gmail.com
Email

Ashley & Corey Devlin
Owner's Name
Address, City, State, Zip Code
(708) 955-8038 Corey
Telephone
cdevlin0405@gmail.com
Email

PROPERTY INFORMATION

Property address PIN Number(s)
Zoning District Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

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

The village of Darien is facilitating this zoning application due to the village being in agreement that we construct a privacy fence on our deck at a height of 5.5 to 6 feet high atop of the deck with the limits of the privacy fence from the neighbors garage to the deck stairs.

Ashley & Corey Devlin
Applicant Signature

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that _____ is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth. Given under my hand and seal, this ___ day of _____ 20__.

Table with 2 columns: Field Name, Value. Fields include Date Received, Case Number, Fee Paid, Hearing Date.

Notary Public

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

REIMBURSEMENT AGREEMENT

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

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

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

Ashley & Corey Devlin

Applicant's Name (print)

Ashley & Corey Devlin

Applicant's Name (signature)

814 Timber Lane Darien, IL 60561

Applicant's Address

11-25-24

Date

CITY OF DARIEN

**Fee Schedule
Ordinance O-38-92**

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

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

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

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

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

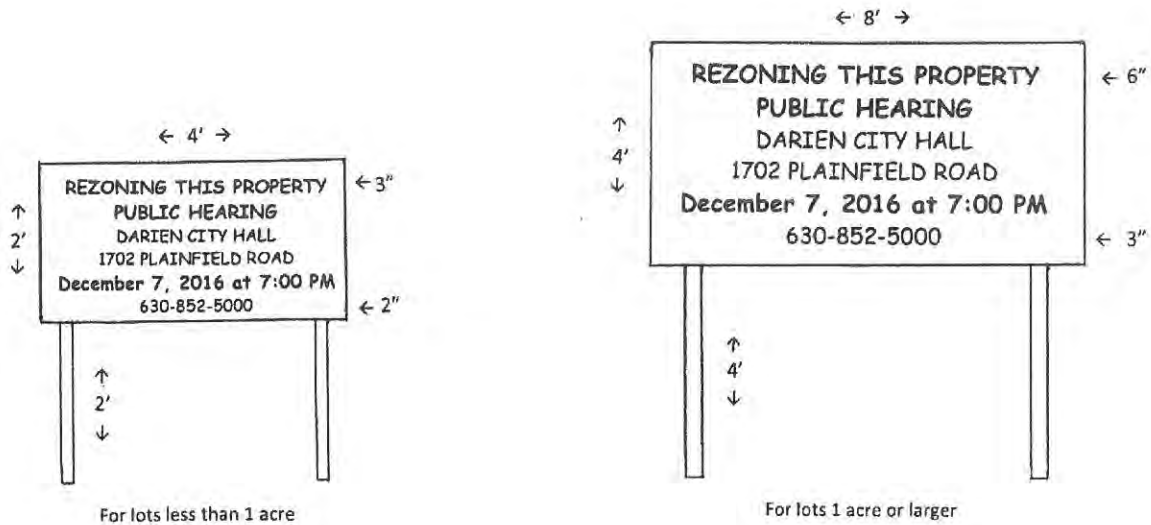
\$2,000.00 deposit required when the petition is submitted, to be returned once all invoices from professional services are paid (engineering, legal and traffic reviews, etc.)

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

CITY OF DARIEN
ZONING APPLICATIONS
PUBLIC NOTICE SIGNS

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

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



**CITY OF DARIEN
PLANNING AND ZONING COMMISSION**

2022 Schedule

First and Third Mondays

Fifteen Days Before Hearing

Forty-Five Days Before Hearing

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

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

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

CITY OF DARIEN
ZONING VARIATIONS
JUSTIFICATION NARRATIVE

Purpose

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

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

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

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

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

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

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

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

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

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

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

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

PLAT OF SURVEY

PROFESSIONAL LAND SURVEYING, INC.

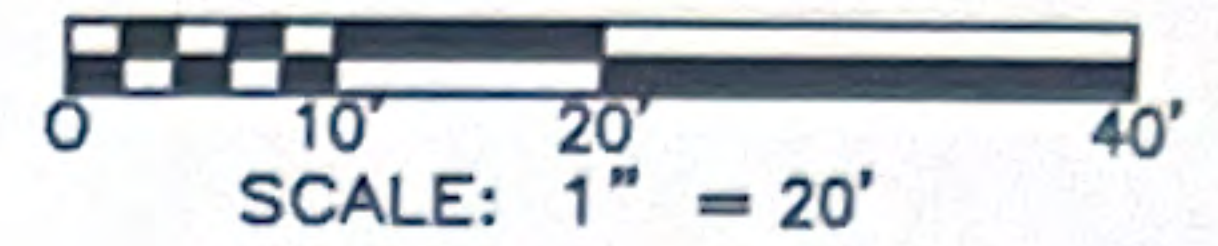
3080 OGDEN AVENUE SUITE 307

LISLE, ILLINOIS 60532

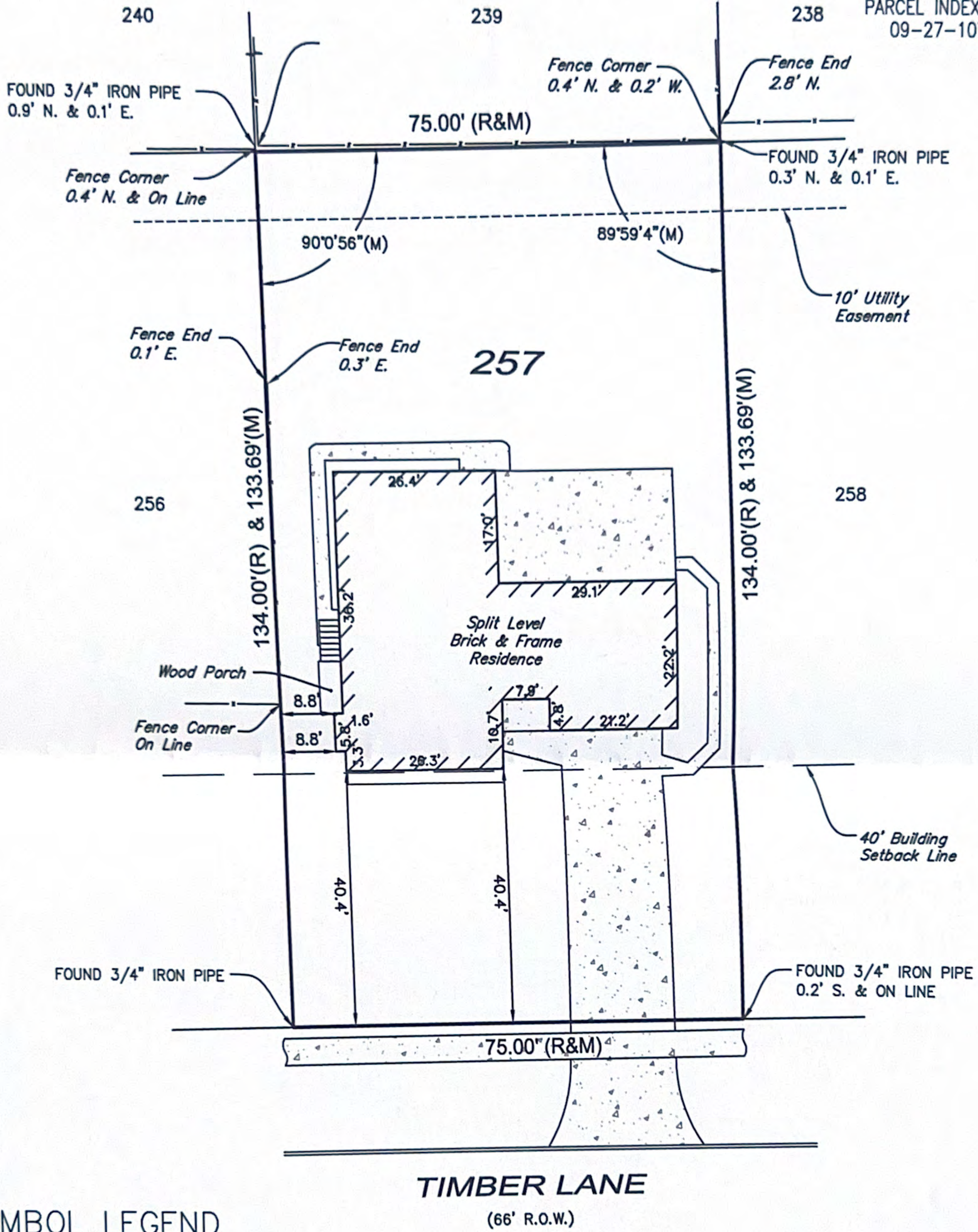
PHONE: 630-778-1757

PROF. DESIGN FIRM # 184-004196

E-MAIL: info@plsilste.com



PARCEL INDEX NUMBER
09-27-107-022



SYMBOL LEGEND

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

LEGAL DESCRIPTION

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

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

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

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

NO MEASUREMENTS ARE TO BE ASSUMED BY SCALING

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

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

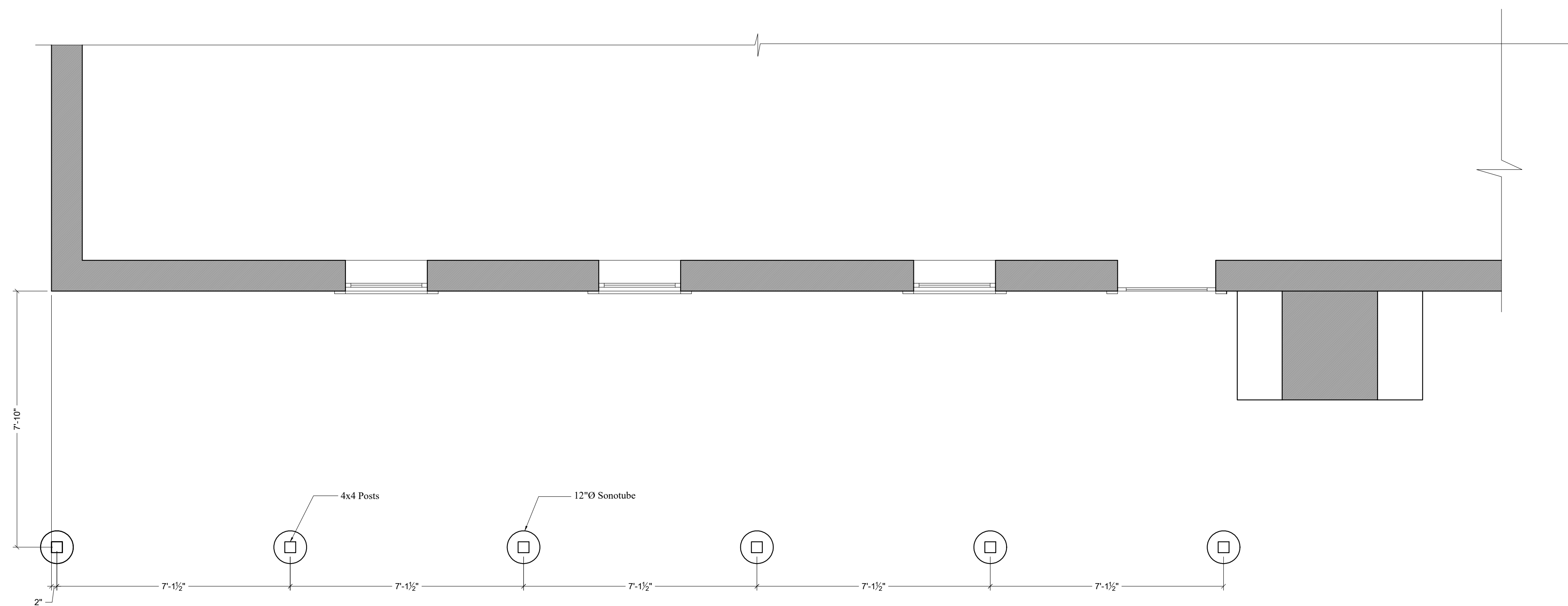
FIELD WORK COMPLETED AND DATED THIS 10TH DAY OF APRIL, 2021.

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

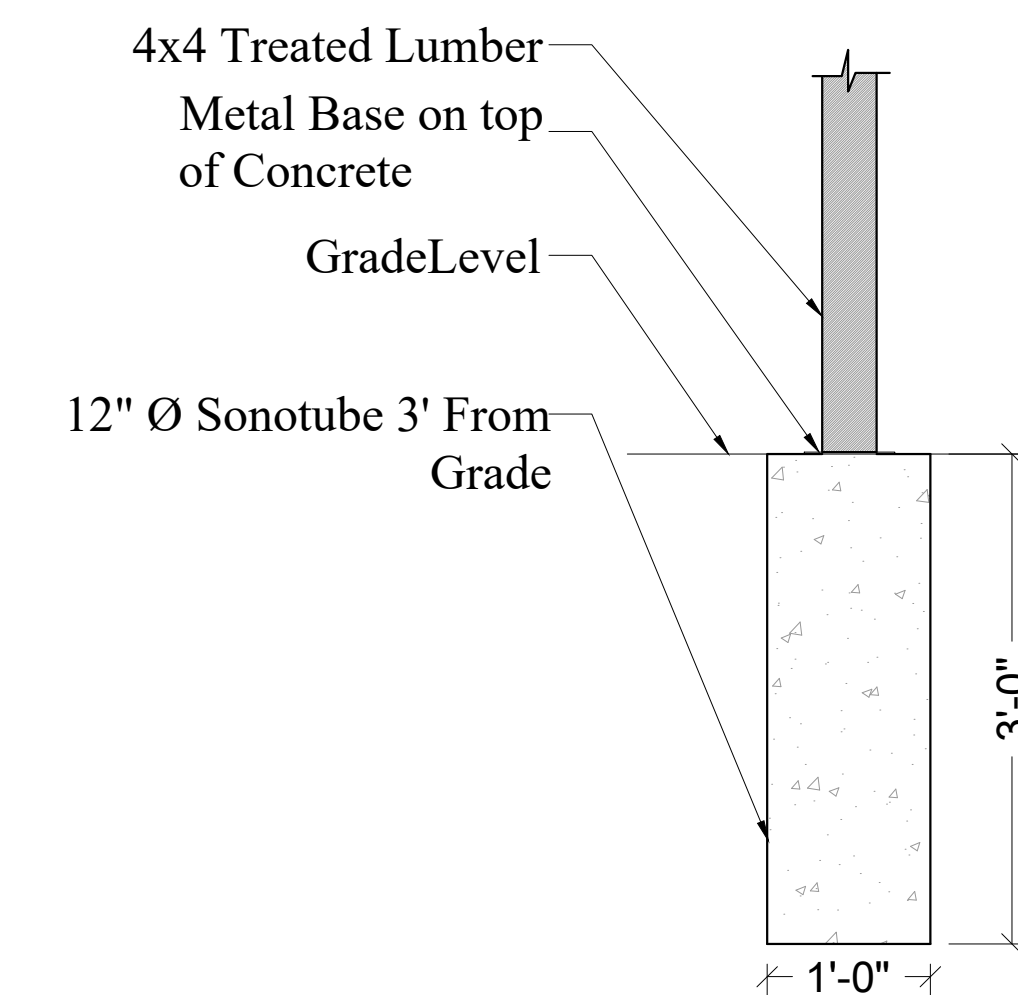


IPLS No. 3483
MY LICENSE EXPIRES 11/30/2022

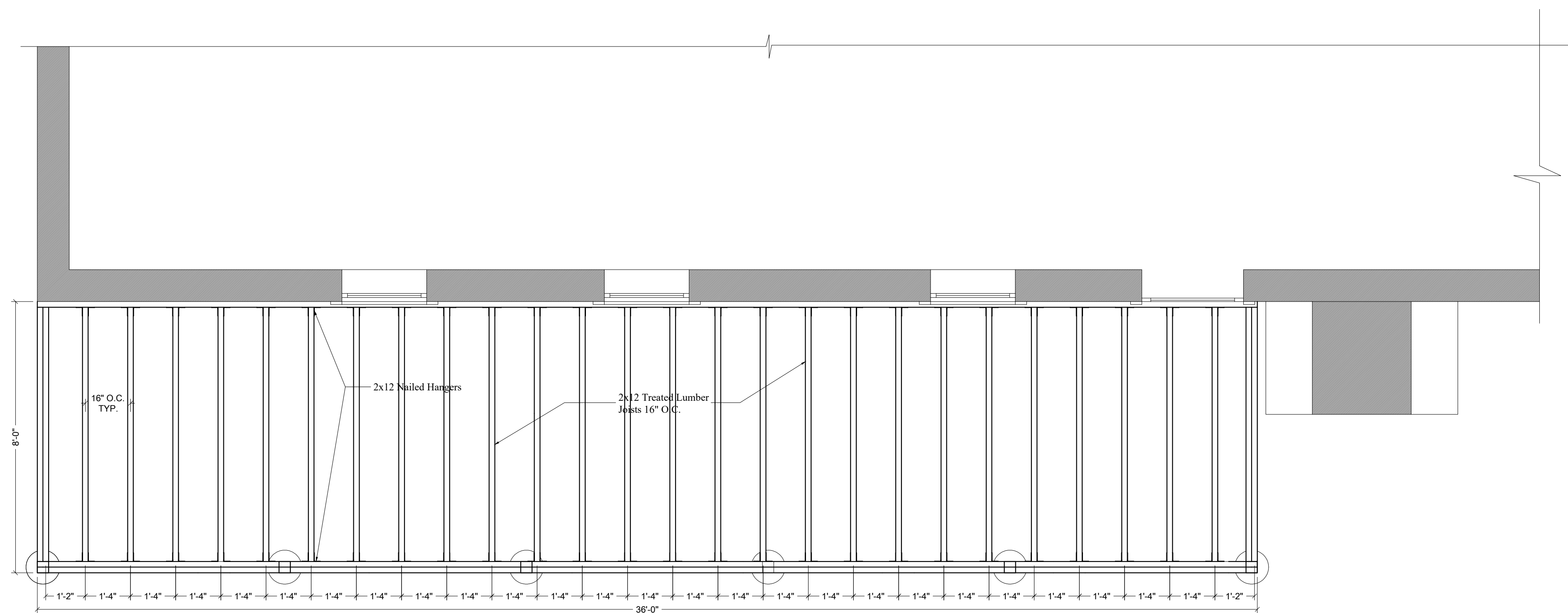
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.



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



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



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



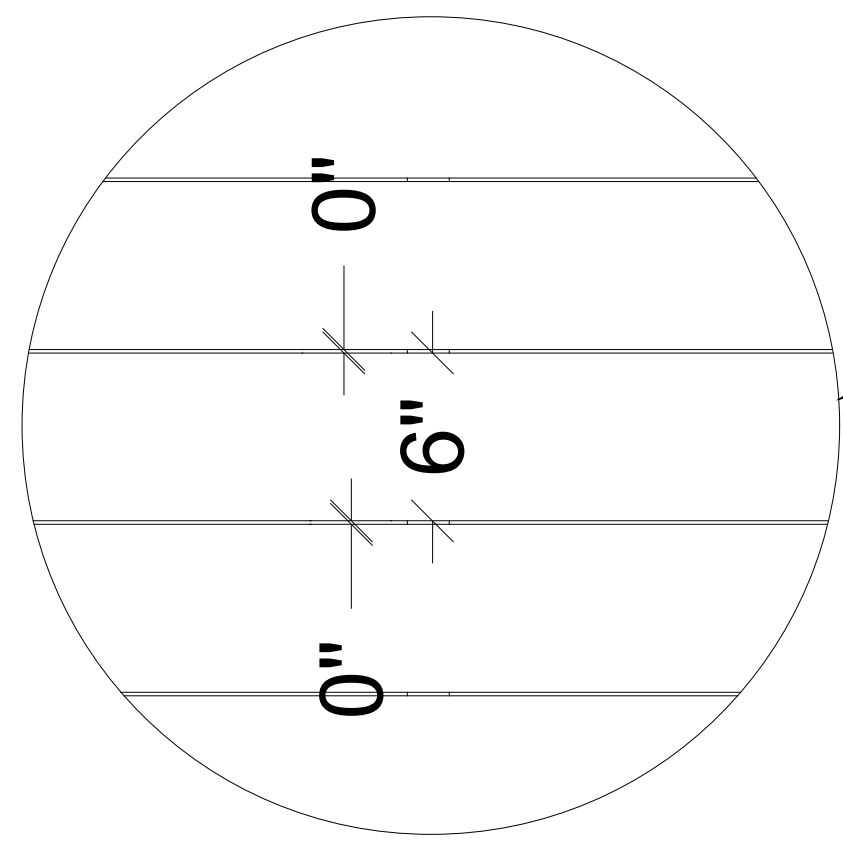
Project Name: **RESIDENTAIL DECK**
 Client Name: **Ashley & Corey Devlin**
 Project Location: **814 Timber Lane, Darien, IL 60561**
 Date of Issue: 24-11-23

Sheet Name: DECK FOUNDATION & FRAMING PLAN

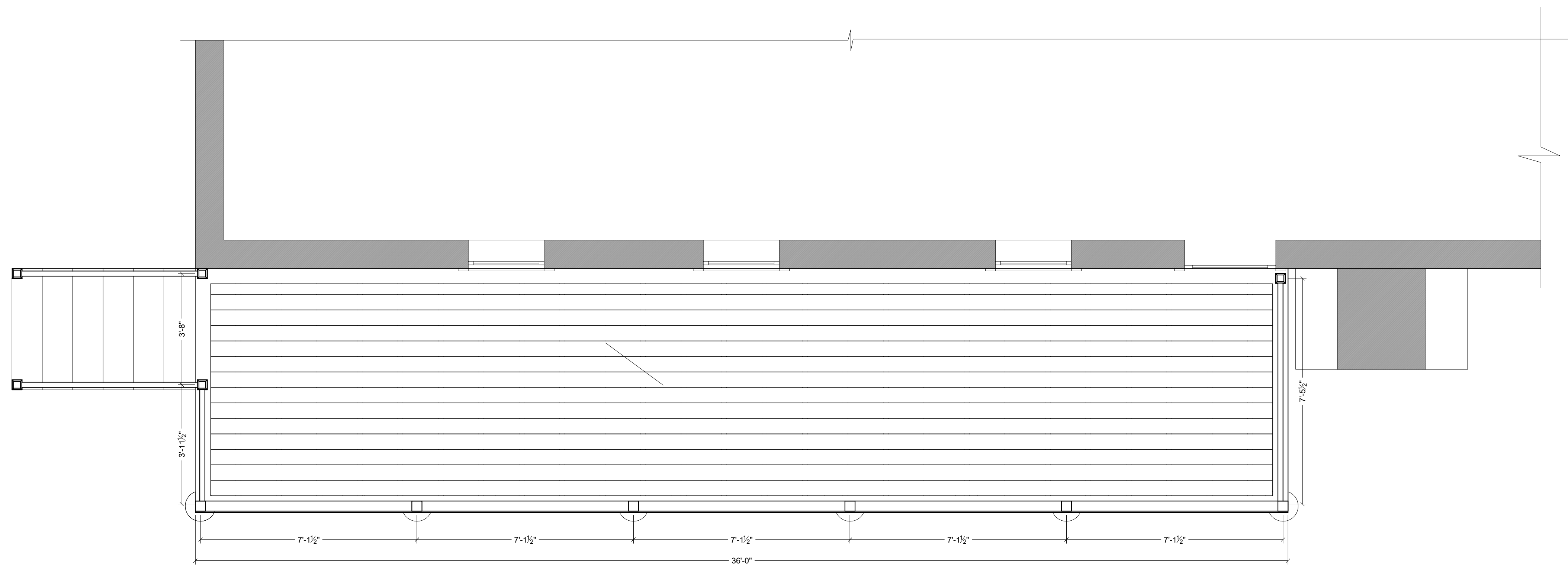
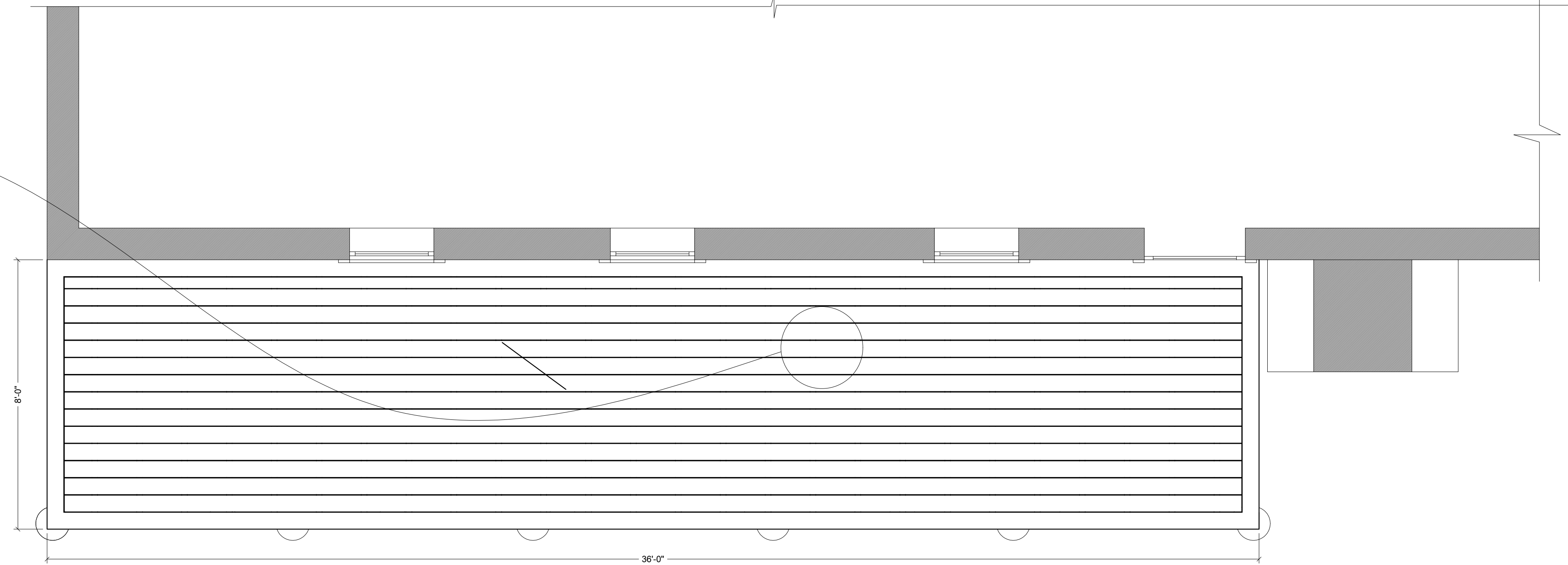
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 Drawing Number: **A-01**

Drawn by: SONIA KARIM
 REV:

Revision Schedule			
REV	Description	Date	Issued by



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



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



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

Sheet Name: DECKING / RAILING & STAIR PLAN

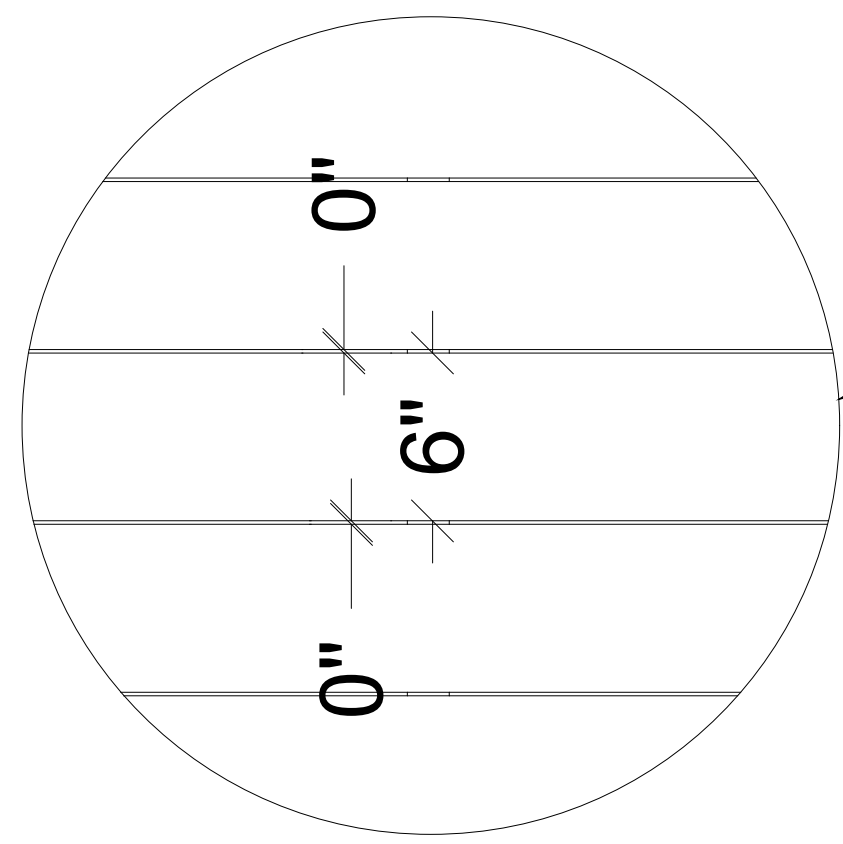
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Drawing Number: **A-02**

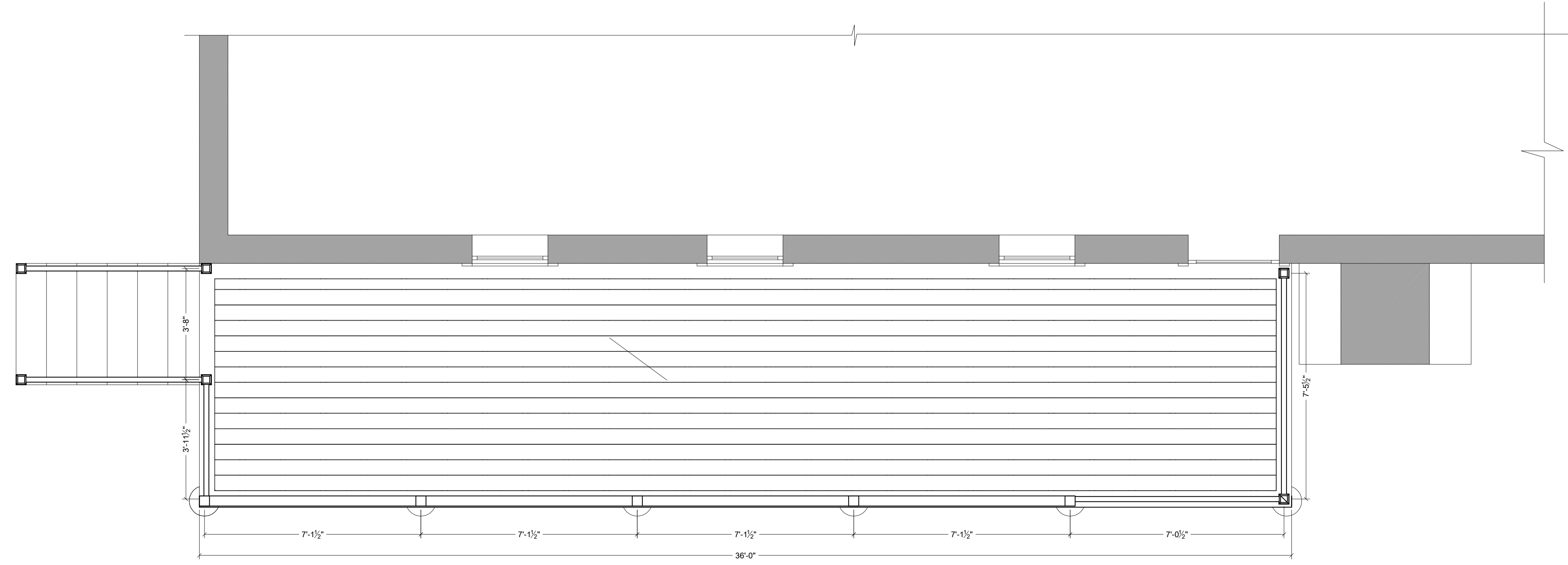
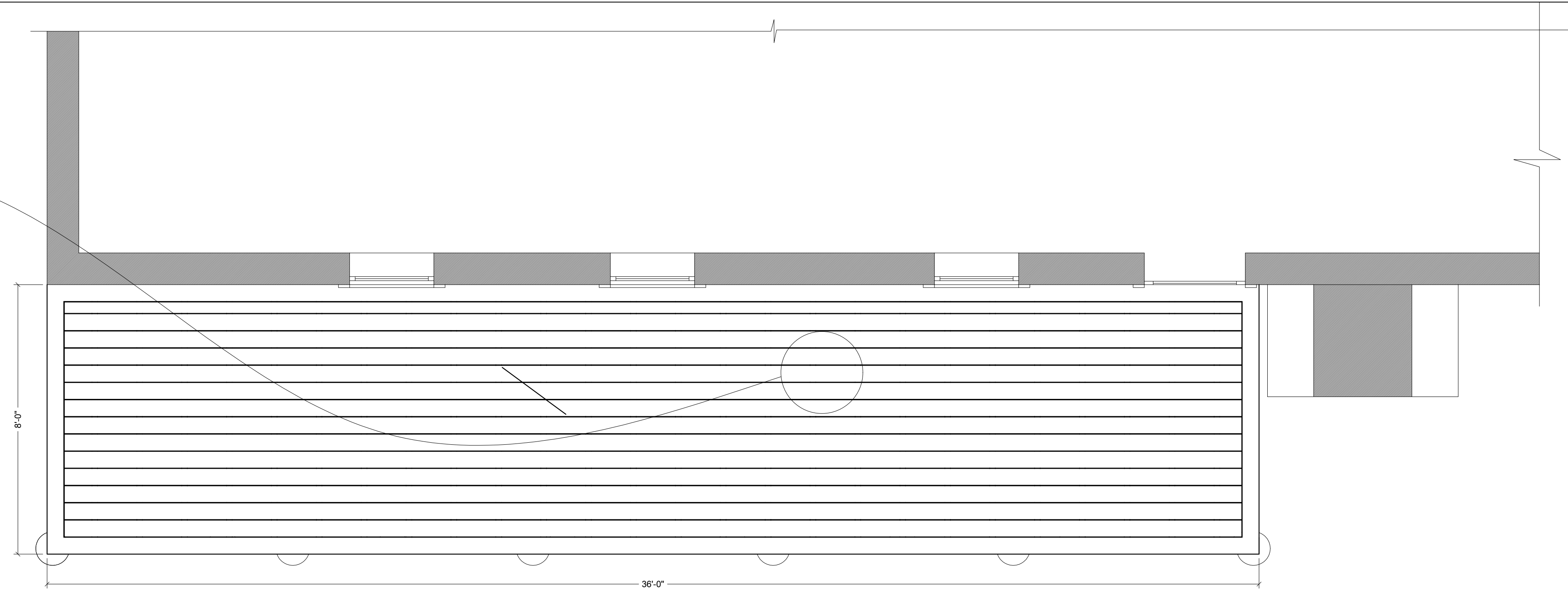
Drawn by: SONIA KARIM

REV:

Revision Schedule			
REV	Description	Date	Issued by



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



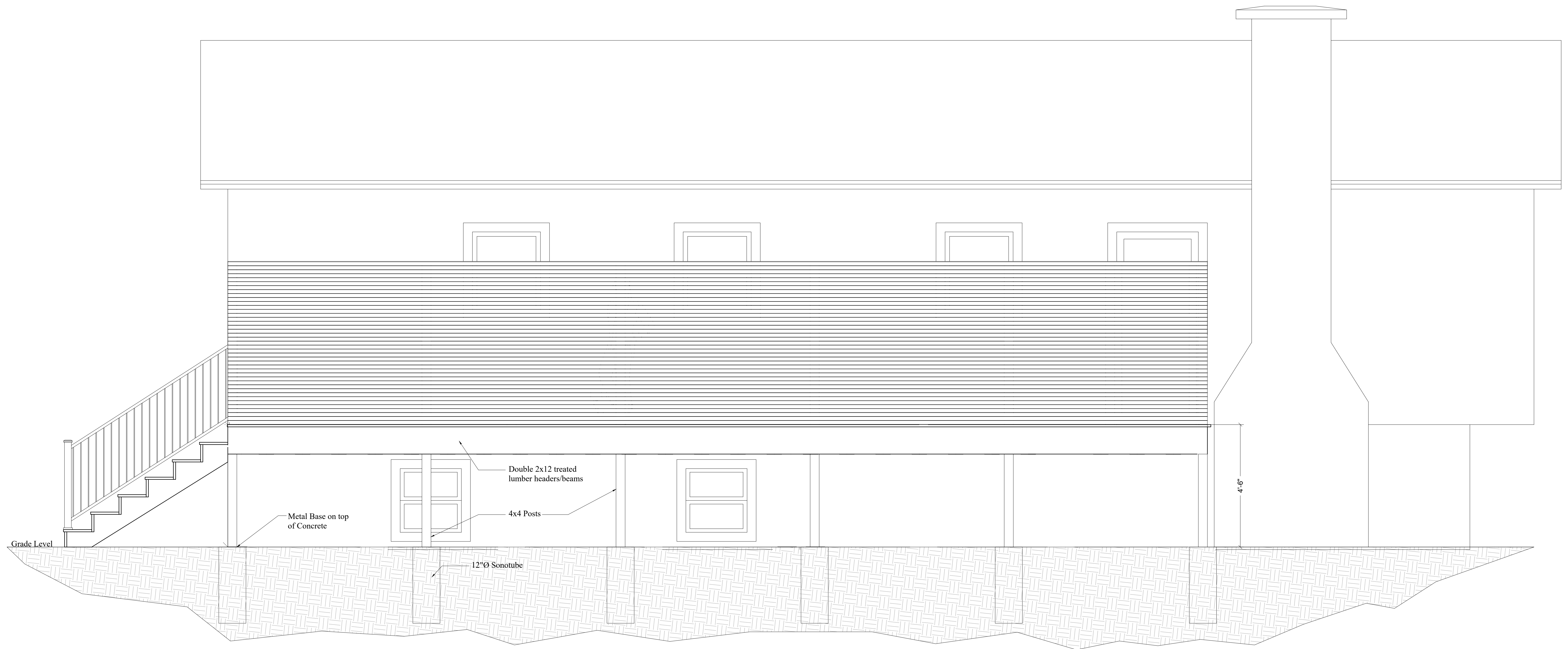
2 RAILING & STAIRS PLAN
SCALE : 3 / 8" = 1'-0"



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

Sheet Name: **DECKING / RAILING & STAIR PLAN**
 Scale: 3 / 8" = 1'-0"@ Arc-D
 Drawing Number: **A-02a**
 Drawn by: SONIA KARIM
 REV:

Revision Schedule			
REV	Description	Date	Issued by



1 FRONT ELEVATION
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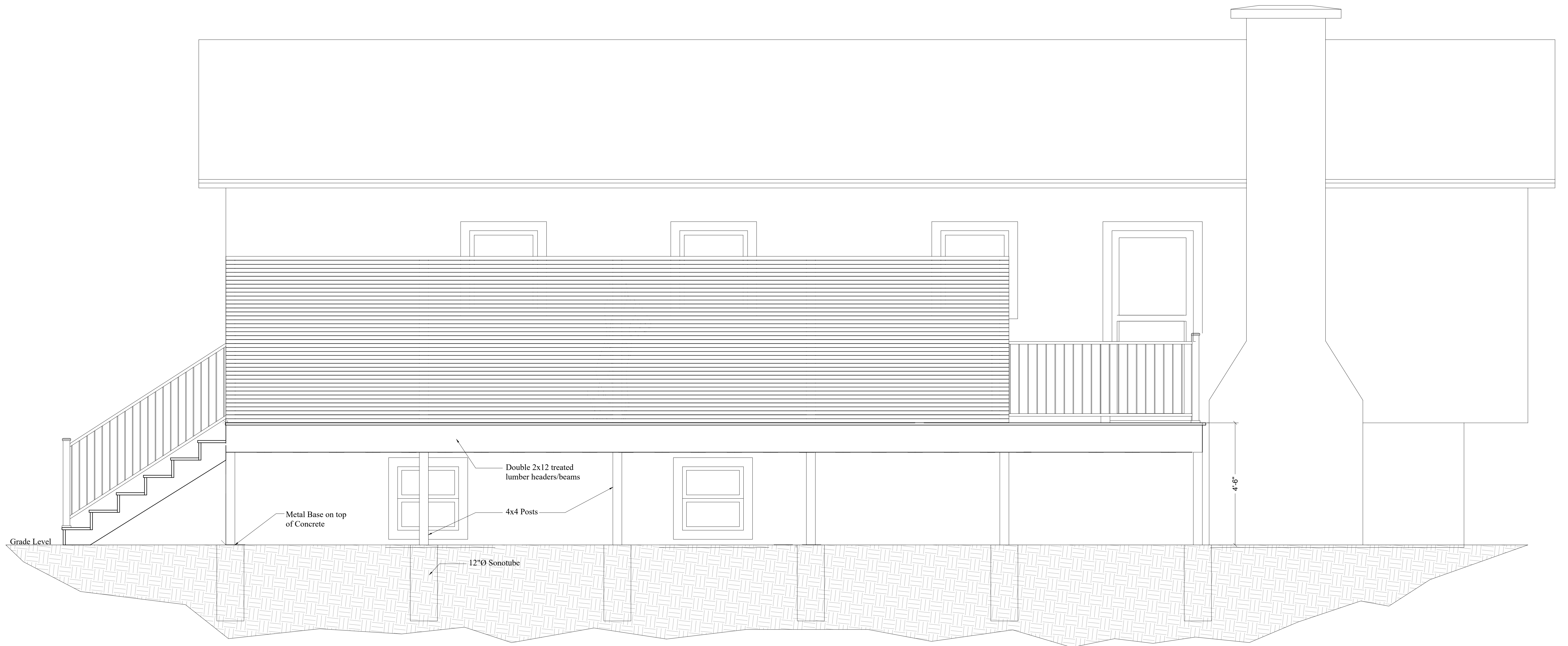


Project Name: **RESIDENTAIL DECK**
 Client Name: **Ashley & Corey Devlin**
 Project Location: **814 Timber Lane, Darien, IL 60561**
 Date of Issue: 24-11-23

Sheet Name: FRONT ELEVATION

Scale: 3 / 8" = 1'-0" @ Arc-D
 Drawing Number: **A-03**
 Drawn by: SONIA KARIM
 REV:

Revision Schedule			
REV	Description	Date	Issued by



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



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

Sheet Name: FRONT ELEVATION

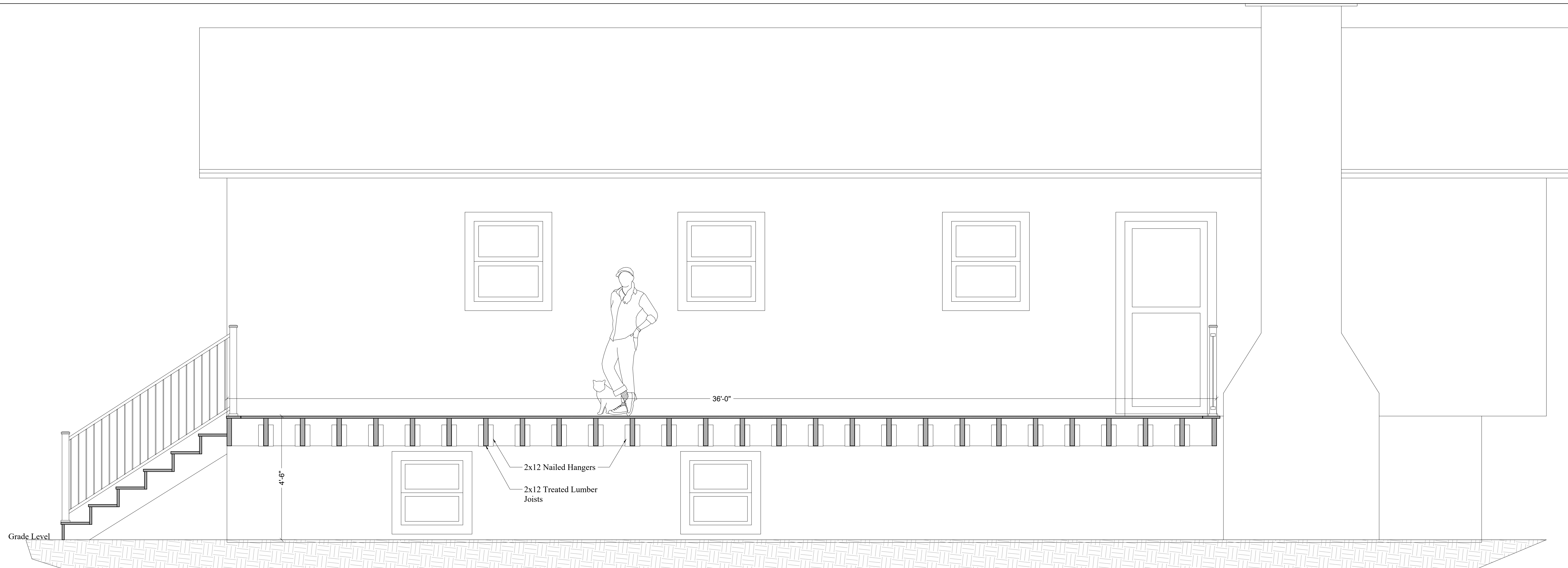
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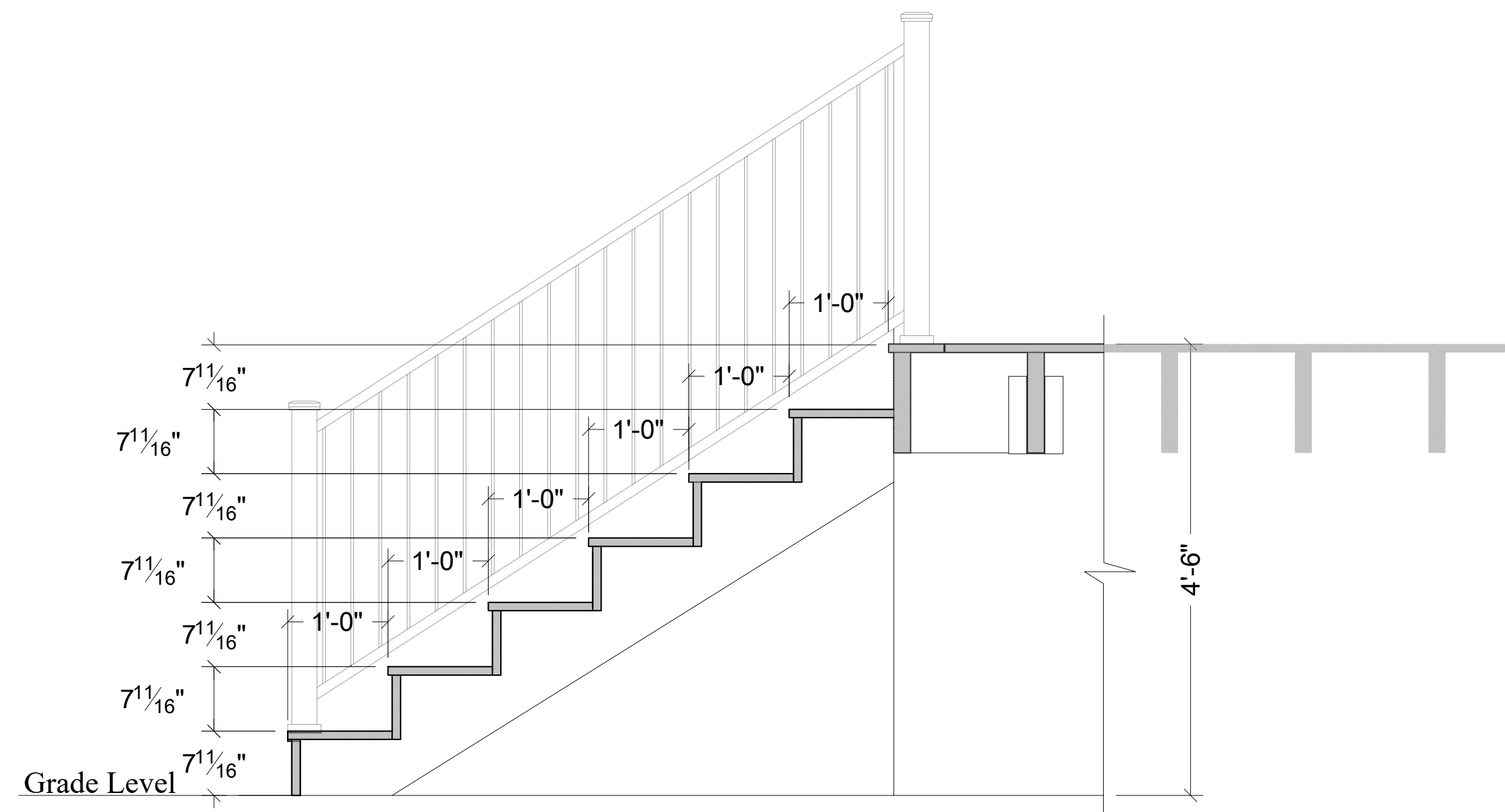
Drawn by: SONIA KARIM

REV:

Revision Schedule			
REV	Description	Date	Issued by



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



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



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

Sheet Name: SIDE ELEVATION & SECTION

Scale: AS INDICATED @ Arc-D
 Drawing Number: **A-04**
 Drawn by: SONIA KARIM
 REV:

Revision Schedule			
REV	Description	Date	Issued by



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

Sheet Name: 3d Views Privacy Wall Shortened

Scale: N.T.S. @ Arc-D
 Drawing Number: **A-05**
 Drawn by: SONIA KARIM
 REV:

Revision Schedule			
REV	Description	Date	Issued by



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

Sheet Name: 3d Views Full Privacy Wall

Scale: N.T.S. @ Arc-D
 Drawing Number: **A-06**
 Drawn by: SONIA KARIM
 REV:

Revision Schedule			
REV	Description	Date	Issued by

MEMO

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Deckorators Privacy Screen - Palm Panel With Slats

JUSTIFICATION LETTER
814 TIMBER LANE – VARIATION FOR RAISED DECK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF DARIEN
PLANNING AND ZONING COMMISSION
JANUARY 8, 2025

LOCATION MAP



Project No.: PZC2024-12 – 814 Timber Lane





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CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

(PZC2024-12: 814 TIMBER LANE)

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

THIS ____ DAY OF _____, 2025

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

ORDINANCE NO. _____

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

(PZC2024-12: 814 TIMBER LANE)

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

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

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

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

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

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

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

WHEREAS, the petitioner has requested approval of a variation from the terms of the

ORDINANCE NO. _____

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

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

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

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

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

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

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

Lot 257 in Hinsbrook Unit 3, being a subdivision of part of the Northwest ¼ of Section 27, Township 38 North, Range 11, East of the Third Principal Meridian, according to the plat

ORDINANCE NO. _____

thereof recorded May 25, 1966 as Document No. R66-19308, DuPage County, Illinois.

PIN: 09-27-107-022

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

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

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

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

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

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2025.**

AYES _____

ORDINANCE NO. _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this ____ day of _____, 2025.**

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DRAFT

- 6) **PROPOSED ZONING**
- 7) **COMPREHENSIVE PLAN**
- 8) **LOCATION MAP & AERIAL IMAGE**
- 9) **SITE PHOTOS**

BACKGROUND/OVERVIEW

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

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

ANALYSIS

A) Rezone

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

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

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

B) Contractor’s Storage Yard (Special Use, Variation)

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

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

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

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

Special Use Criteria:

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

1. *That the special use is deemed necessary for the public convenience at the location specified.*
2. *That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.*
3. *That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*
4. *That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
5. *That the exterior architectural design, landscape treatment, and functional plan of any*

proposed structure will not be at variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

6. *That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
7. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*

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

Variation Criteria:

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

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

PZC MEETING – 01/15/2025

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

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

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

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

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

DECISION MODE

The Municipal Services Committee will consider this item at is meeting on January 27, 2025.

MEETING SCHEDULE

Planning and Zoning Commission	January 15, 2025
Municipal Services Committee	January 27, 2025
City Council	February 3, 2025



ZONING APPLICATION

CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561
www.darienil.us 630-852-5000

CONTACT INFORMATION

Michael Angileri
Applicant's Name

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

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

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

(630) 964-8499
Telephone

630-364-8636
Telephone

angilerilaw@angilerilaw.com
Email

thedarbys693@yahoo.com
Email

PROPERTY INFORMATION

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

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

R-1 Single Family residence district
Zoning District

Single Family Residence
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

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

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

Michael Angileri
Applicant Signature

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

Given under my hand and seal, this 18th day of November 2024.

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

Notary Public

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

REIMBURSEMENT AGREEMENT

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

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

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

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

Michael Angileri
Applicant's Name (signature)

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

11/18/24
Date



Waite Law Firm LLC

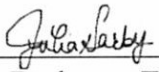
633 Rogers Street #108, Downers Grove, IL 60515
PH. 773-680-0610 (Ryan); PH. 773-850-9797 (Michelle); FX. 630-405-0972
www.waitelaw.net

To whom it may concern at the City of Darien;

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

Seller:

Date: 11 / 15 / 2024



Julia D. Darby, as Trustee

CITY OF DARIEN
ZONING VARIATIONS
SUBMITTAL CHECKLIST

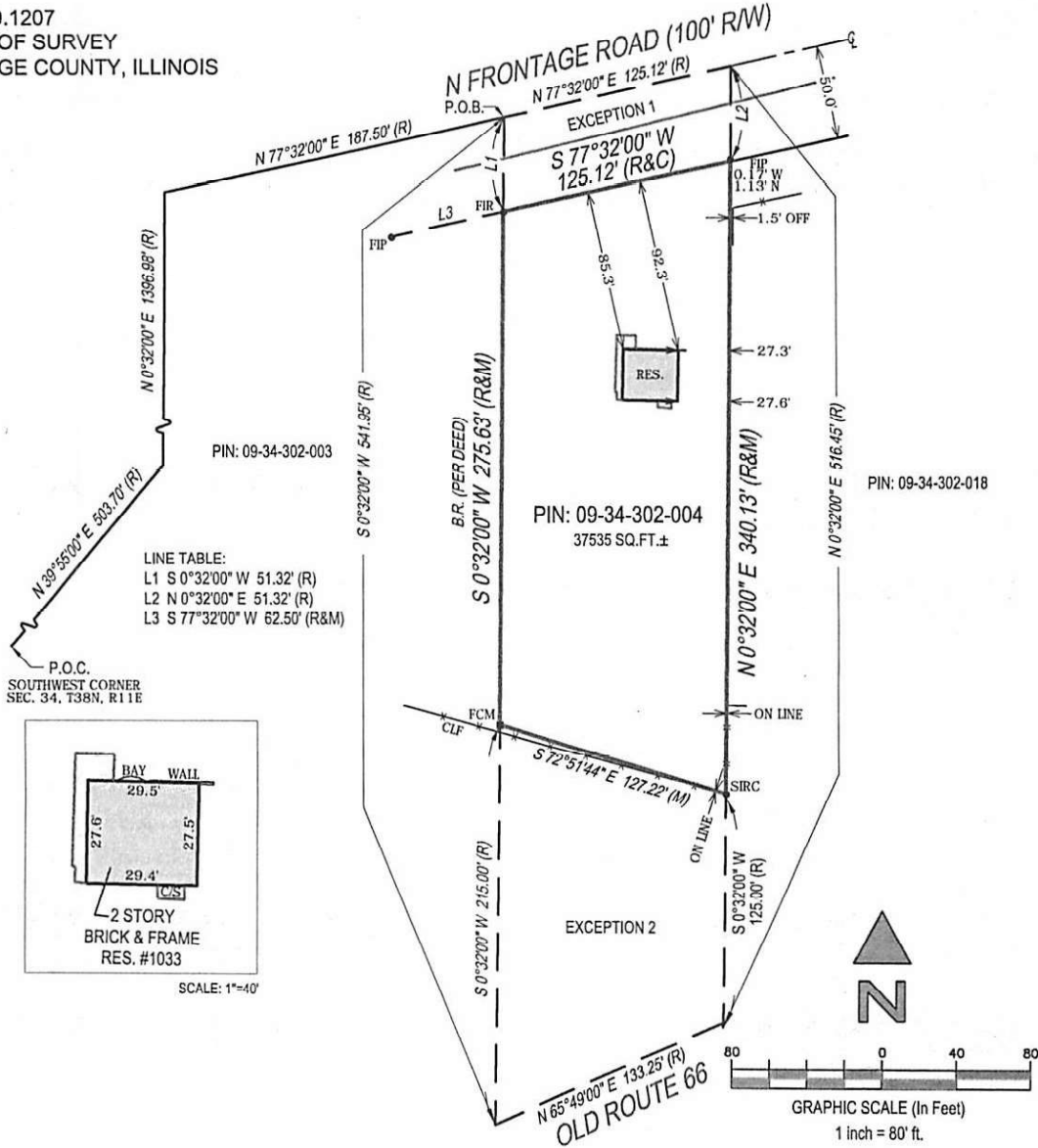
1. APPLICATION. *See attached one-page form.*
2. OWNER AUTHORIZATION LETTER. If the applicant is not the owner, include letter from owner describing the relation to applicant and authorizing the applicant to act on behalf of the owner.
3. PROOF OF OWNERSHIP. If the owner name and address on the Application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



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

SURVEY NUMBER: IL2409.1207

IL2409.1207
PLAT OF SURVEY
DUPAGE COUNTY, ILLINOIS



STATE OF ILLINOIS } SS
COUNTY OF LASALLE

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

[Handwritten Signature]

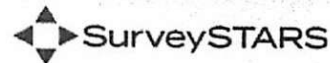


ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971
LICENSE EXPIRES 11/30/2024
EXACTA LAND SURVEYORS, LLC
PROFESSIONAL DESIGN FIRM 184008059-0008

POINTS OF INTEREST:
NONE VISIBLE

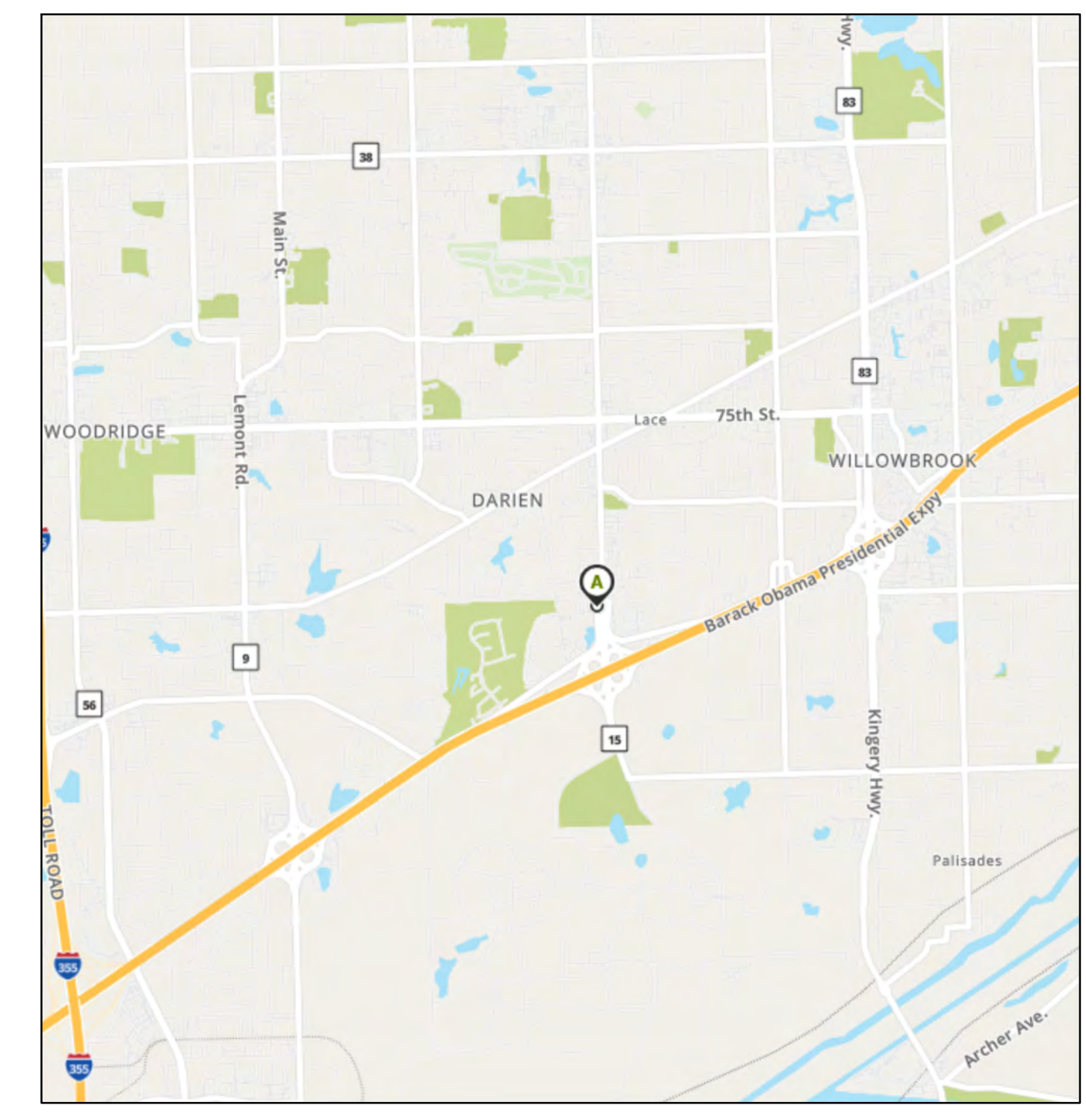
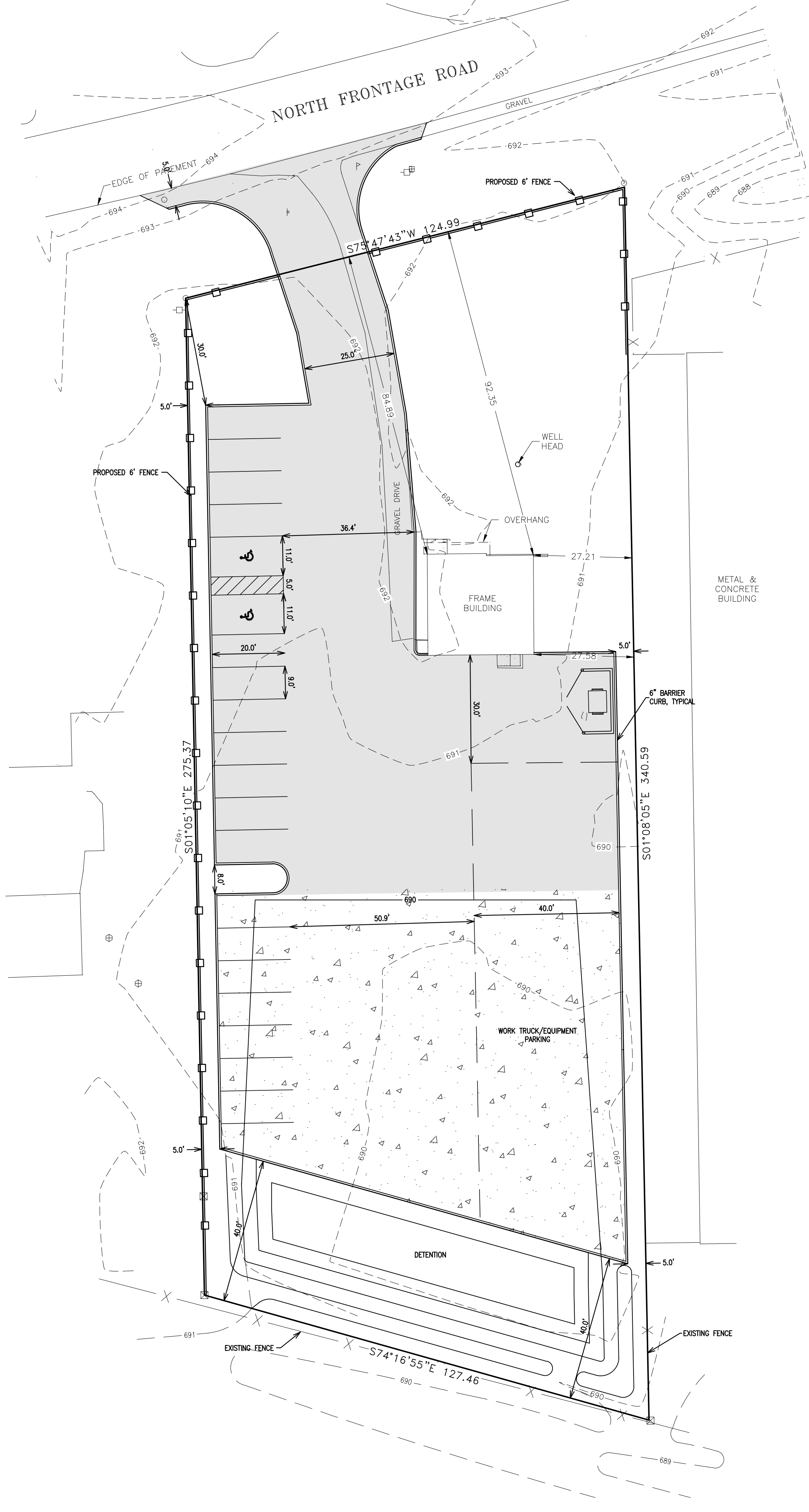


Exacta Land Surveyors, LLC
PLS# 184008059
o: 773.305.4011
316 East Jackson Street | Morris, IL 60450



DATE OF SURVEY: 09/17/24
FIELD WORK DATE: 9/10/2024
REVISION DATE(S): (REV.2 9/18/2024) (REV.1 9/17/2024)

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



LOCATION MAP

PART OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPLE MERIDIAN.
 PROPERTY IDENTIFICATION NUMBER: 09-34-302-004
 PROPERTY ADDRESS: 1033 N FRONTAGE RD DARIEN, IL 60561
 CLIENT: SALVADOR REYES 4416 W CHURCH RD PEOTON, IL 60468
 BENCHMARKS:
 REFERENCE BENCHMARK: FARMINGDALE VILLAGE MF1255 ELEVATION = 784.09 (NAVD 88)
 SITE BENCHMARK: MAG NAIL SET ON NORTH POWER POLE OF N. FRONTAGE RD. ELEVATION = 695.1 (NAVD 88)
 SITE DETAILS:
 LOT AREA = 37,526 SF
 EXISTING STRUCTURE TO REMAIN = 820 SF
 PROPOSED PERMEABLE PAVEMENT = 13,357 SF
 PROPOSED CONCRETE PAVEMENT = 9,804 SF
 EMPLOYEE PARKING = 18 STALLS
 A.D.A. PARKING = 2 STALLS

- NOTES:
- SITE LAYOUT AND STORM WATER AREA ARE CONCEPTUAL AND SUBJECT TO CHANGE DURING FINAL ENGINEERING.
 - SITE IMPROVEMENT PLANS, STORM WATER REPORTS, AND OTHER SUPPORTING DOCUMENTS WILL BE SUBMITTED FOR APPROVAL AS PART OF THE SITE DEVELOPMENT AND BUILDING PERMIT PROCESS.
 - EXISTING CONDITIONS BASED ON TOPOGRAPHIC SURVEY PREPARED BY GEOTECH INC.
 - BOUNDARY BASED ON PLAT OF SURVEY PREPARED BY EXACTA LAND SURVEYORS, LLC, DATED 9/18/2024 - REV. 2.
 - EXISTING WATER LOCATED ON NORTH SIDE OF FRONTAGE ROAD. IF A CONNECTION IS DESIRED, IT WOULD NEED TO BE MADE VIA A TAP ACROSS N. FRONTAGE ROAD, BORING UNDER THE ROAD.
 - ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) PERMITS WILL BE REQUIRED FOR ANY WORK WITHIN FRONTAGE ROAD RIGHT OF WAY, SUCH AS APRONS AND STREET BORING.

PAVEMENT LEGEND:

	PERMEABLE PAVERS
	P.C.C. PAVEMENT

SEAL/STAMP

NO.	DATE	REVISION	PER. CITY
1	12.09.2024		

COSMOS RENTALS
 1033 N. FRONTAGE ROAD
 DARIEN, IL
 CONCEPT PLAN

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

PROJECT NO. 21759
 DATE: 10.25.24
 DRAWN BY: TC
 CHECKED BY: CP

SHEET NO.
 1

WARNING



CALL BEFORE YOU DIG

MEMO

ANGILERI, TOMA & ASSOCIATES

ATTORNEYS AND COUNSELORS



1450 Plainfield Rd Ste 1
Darien, IL 60561

Tel. (630) 964-8499

Fax (630) 964-8399

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

angilerilaw@angilerilaw.com

November 22, 2024

Via Email ONLY to rmurphy@darienil.gov

City of Darien
1702 Plainfield Rd
Darien, IL 60561

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

Dear Mr. Murphy:

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

Very truly yours,

Michael Angileri
Michael Angileri
MAA: ms

Supplement II to PZC2024-13 application

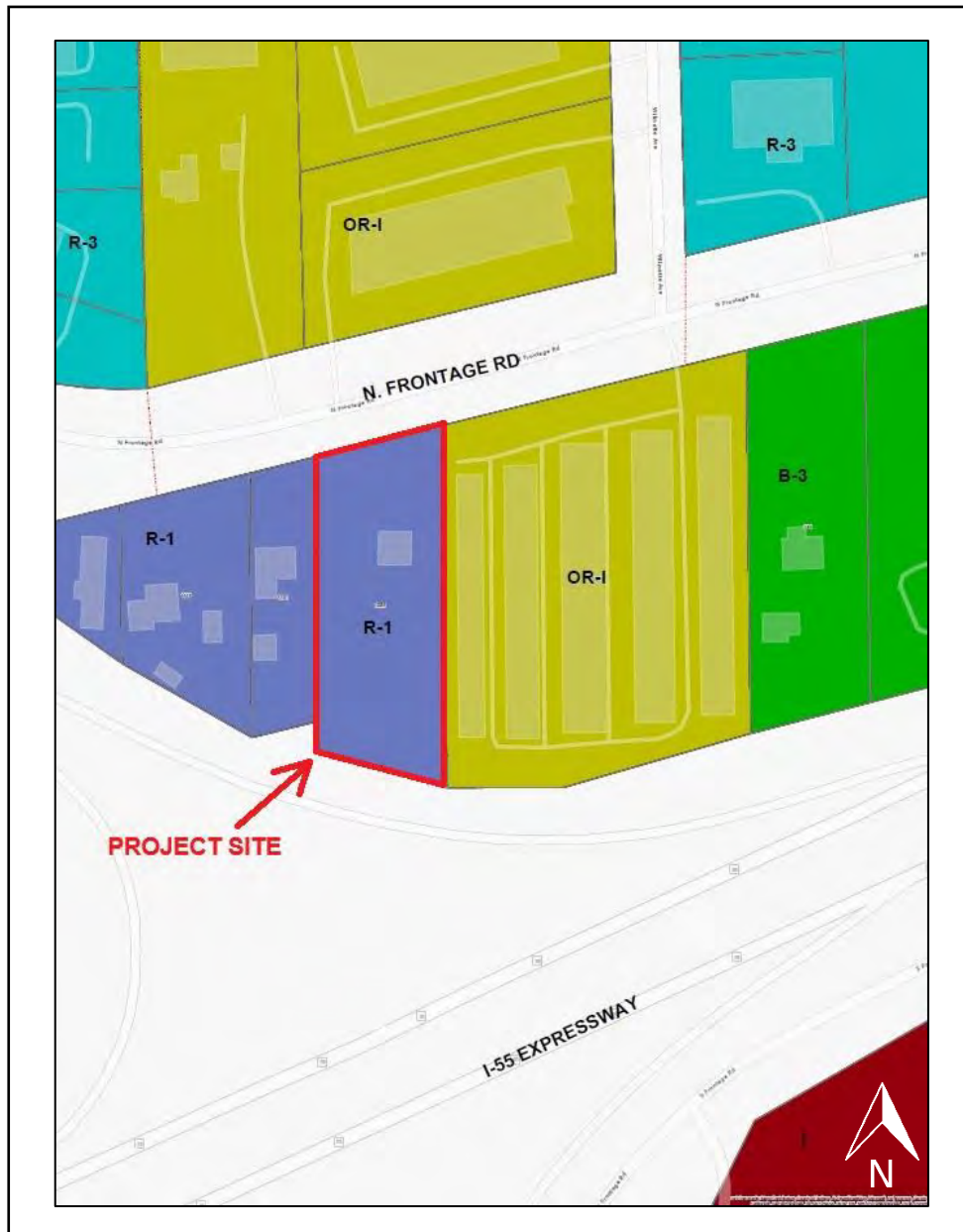
This memo is meant to supplement the application that has been made for a zoning variance for the property commonly known as 1033 N Frontage Rd, Darien, IL 60561. The Applicant desires a variance to the 30 foot set back line for the purposes of establishing a parking area that will be approximately 5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


Michael Angileri



CITY OF DARIEN
PLANNING AND ZONING COMMISSION
JANUARY 15, 2025

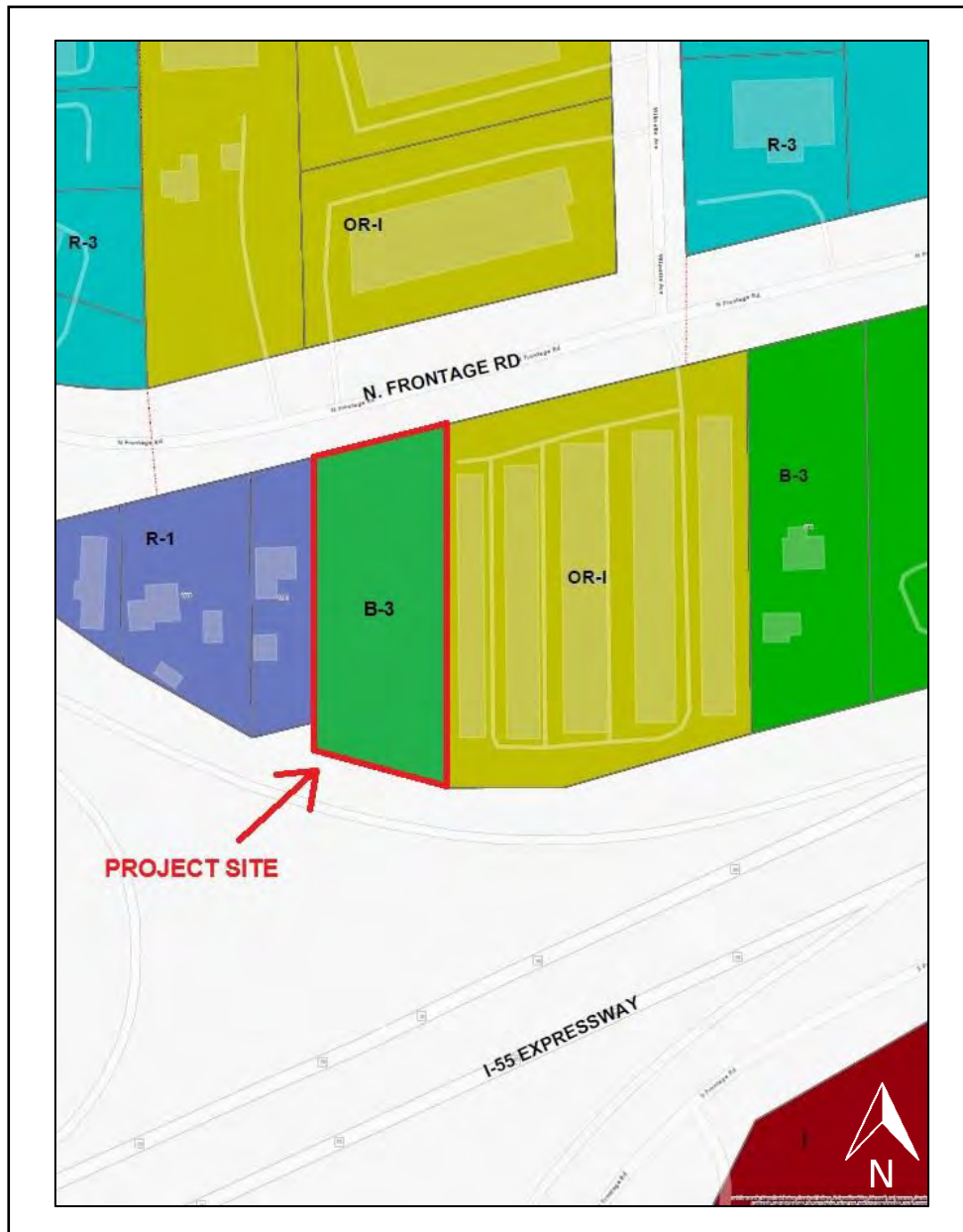
EXISTING ZONING



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

CITY OF DARIEN
PLANNING AND ZONING COMMISSION
JANUARY 15, 2025

PROPOSED ZONING

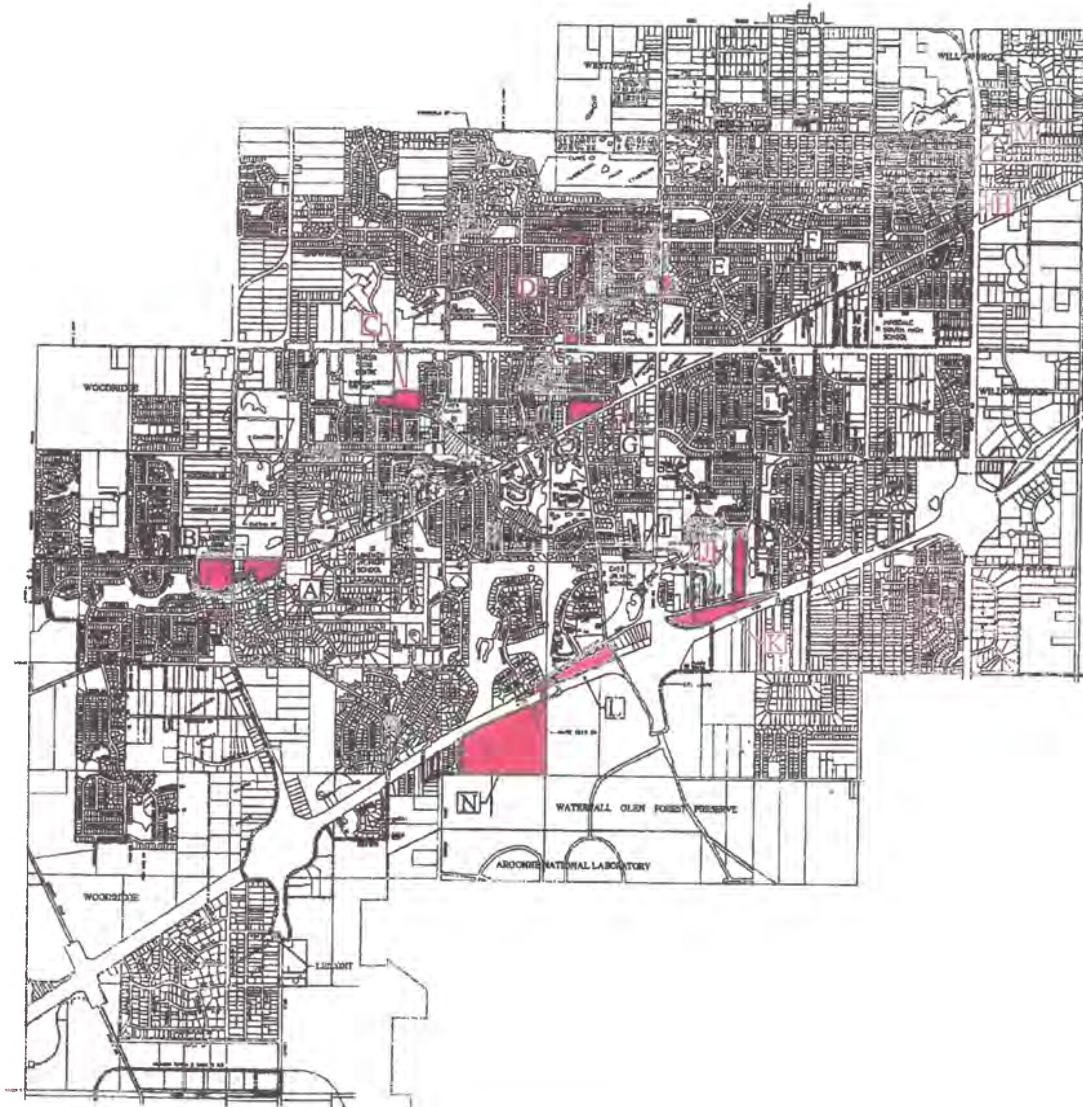


Project No.: PZC2024-13 – 1033 N. Frontage Rd

City of Darien

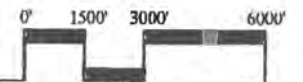
Location of Non-Key Development Areas

Figure 12



Legend

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



Date: August 2001
Page: 68

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

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

Table 10
Non Key Development Areas
Recommended and Existing Land Uses as of 2006

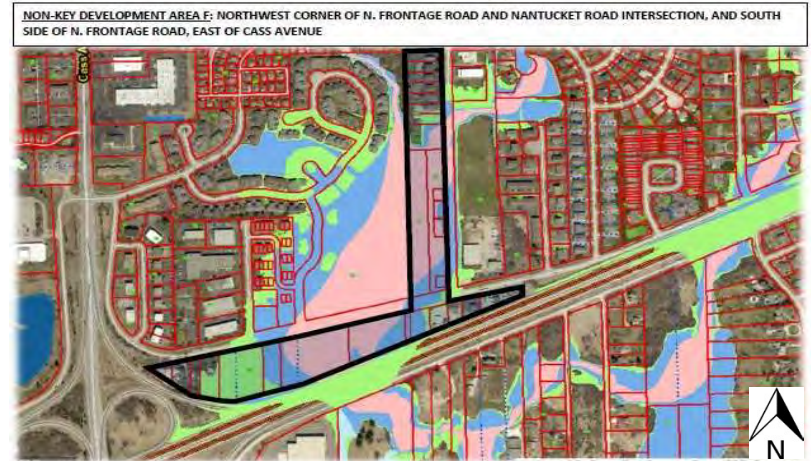
Area ID	Existing Zoning	Existing Land Use	2001 Plan Designation	Policy Statement
A	R-3, Darien	Multi-family residence	Medium-density residence	Since the adoption of this Plan in 2002, these parcels have been assembled into one lot and multi-family residential building has been constructed for independent,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

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

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

NON-KEY DEVELOPMENT AREA E

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



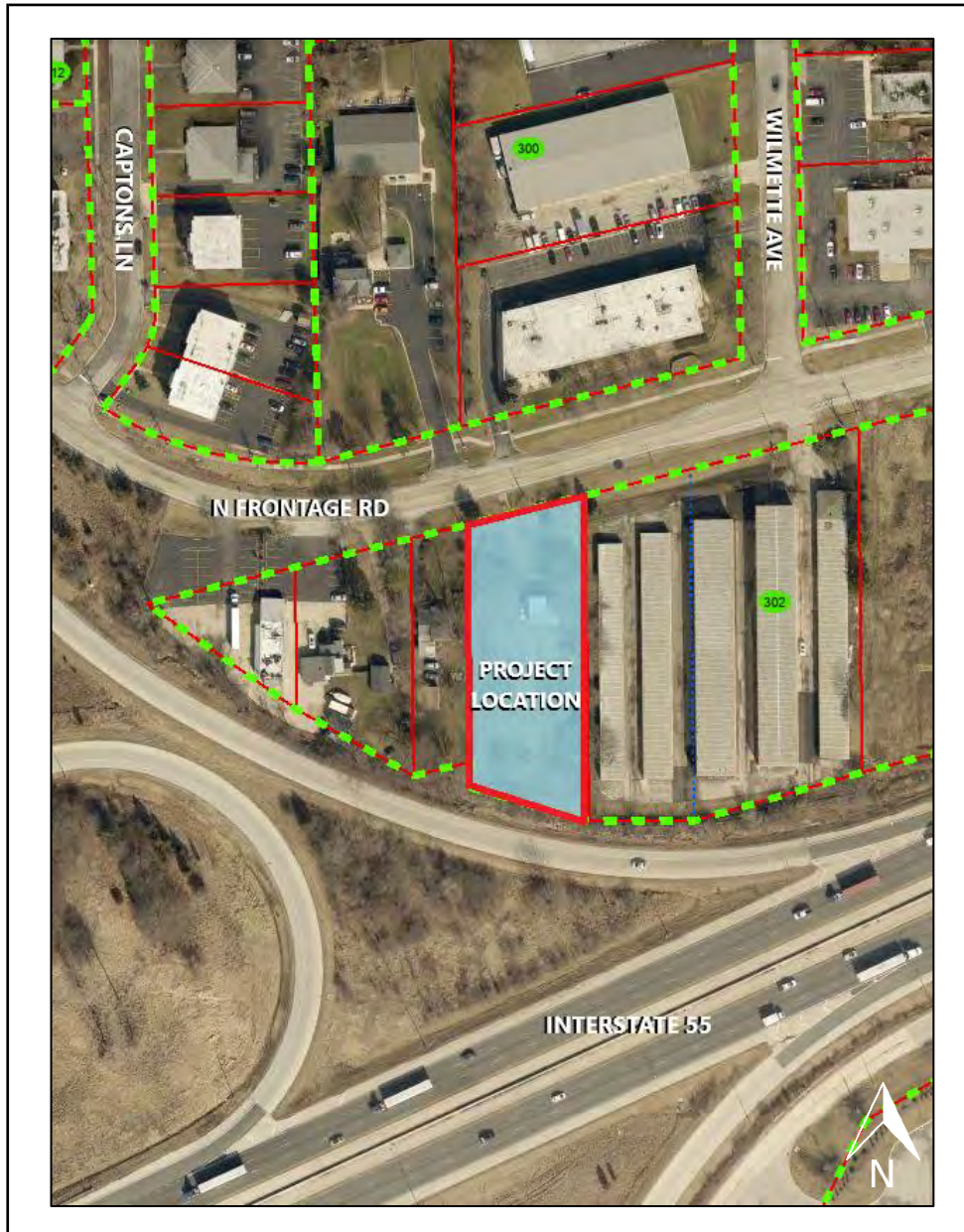
NON-KEY DEVELOPMENT AREA F

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



CITY OF DARIEN
PLANNING AND ZONING COMMISSION
JANUARY 15, 2025

LOCATION MAP



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







CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

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

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

THIS _____ DAY OF _____, 2025

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

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

ORDINANCE NO. _____

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

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

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

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

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

ORDINANCE NO. _____

PIN: 09-34-302-004

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

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

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

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

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

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

ORDINANCE NO. _____

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

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

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this _____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this _____ day of _____, 2025.

ATTEST:

JOSEPH A. MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ORDINANCE NO. _____

DRAFT

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
JANUARY 27, 2025

CASE

PZC2024-11 2021 Building Code Update

ORDINANCE

ISSUE STATEMENT

Adoption of updated model building and related codes.

ATTACHMENTS

- 1) **ORDINANCE REVISIONS – BUILDING CODE UPDATE**
- 2) **ORDINANCE REVISIONS – FIRE CODE UPDATE**

BACKGROUND/OVERVIEW

The City of Darien last updated the building code and other model codes in the year 2018. While core building standards and practices have not changed much in the past 6 years, the City Council has found it necessary to periodically review the standards and provide updates, as codified language continues to evolve and new technologies emerge.

Working with the City’s consultant, Don Morris Architects P.C., which provides Darien with building plan reviews and building inspections, staff have reviewed the 2021 edition of model building codes and prepared the model code update. Other model codes updates are included. The following table notes the current and proposed codes:

Current Codes	Proposed Codes
2015 International Residential Code (One and Two-Family Dwellings)	2012 International Residential Code (One and Two-Family Dwellings)
2015 International Building Code (Commercial, Multi-Family Residential Dwellings)	2012 International Building Code (Commercial, Multi-Family Residential Dwellings)
2015 International Mechanical Code	2021 International Mechanical Code
2014 National Fire Protection Association National Electrical Code (aka, Electrical Code)	2020 National Fire Protection Association National Electrical Code (aka, Electrical Code)
2014 Illinois State Plumbing Code	2014 Illinois State Plumbing Code
2015 International Fire Code	2024 International Fire Code
2015 International Property Maintenance Code	2021 International Property Maintenance Code
2018 Illinois Energy Conservation Code	2021 Illinois Energy Conservation Code

There no amendments or updates to the Illinois State Plumbing Code. The proposed 2021 Illinois Energy Conservation Code update is not referenced in the City's Code, but rather incorporated by reference in the current Illinois Energy Conservation Code.

General descriptions of key features for the updates codes are provide below:

- **Energy Efficiency:** Increased focus on energy conservation with stricter building envelope requirements and more provisions for renewable energy systems.
- **Fire Safety:** Enhanced fire safety measures, including new requirements for combustibile materials in exterior walls and updated fire-resistant construction methods.
- **Seismic Design:** Expanded and refined seismic design requirements to account for regional risks and specific building configurations.
- **Accessibility:** Improved accessibility standards for multifamily housing and public buildings, including additional provisions for service counters and mobility features.
- **Mass Timber Construction:** Introduction of provisions for tall mass timber buildings, including new types of construction categories (Types IV-A, IV-B, IV-C).
- **Structural Design:** Updates to wind load maps and design standards to improve building performance under high wind conditions.
- **Electrical Systems:** Alignment with updated National Electrical Code (NEC) provisions, particularly regarding energy storage systems and renewable integration.
- **Sustainability:** Enhanced support for sustainable building practices, such as alternative water sources and energy-efficient construction materials.

A significant change recommended to the Residential Code includes a local amendment removing the requirement for new single-family detached homes to be fire sprinkled.

The proposed changes to Title 4 of the City Code are shown in Attachment 1. The revised Title 4 adopts each of the above codes by reference and adopts amendments to several of the model codes per the recommendations of City staff, and the City's architect/building inspection consultants.

The Fire Districts serving Darien were notified and meetings were conducted with fire officials. The City solicited their comment on the proposed model codes as well as the proposed local amendments. The Districts recommended adoption of the 2024 International Fire Code and proposed local amendments which are referenced in the ordinance and included as Attachment 2.

The final ordinance will combine both attachments and ensure proper formatting for the entirety of Title 2 of the City Code.

Staff Findings/Recommendations

Staff recommend the Committee make a motion recommending approval of the proposed building and related codes, including proposed amendments.

DECISION MODE

This item will be placed on the January 27, 2025, Municipal Services Committee agenda for

consideration.



Attachment 1 – Building Code Updates

PZC2024-11 (2021 Building Code Update)

Additions – **Shown in highlighted text**; Deletions – ~~Shown in red strike through text~~

4-1-3: SINGLE-FAMILY DWELLINGS, DUPLEXES AND TWO-FLAT BUILDING CONSTRUCTION REGULATIONS AND STANDARDS:

4-1-3-1: ADOPTION OF RESIDENTIAL CODE:

There is hereby adopted and incorporated by reference as a part of this section, the code entitled 2015 International Residential Code, one copy of which is on file in the office of the City. (Ord. 0-1518, 8-6-2018)

4-1-3-2: AMENDMENTS TO RESIDENTIAL CODE:

The **2021** International Residential Code, as adopted in section 4-1-3-1 of this chapter, shall be amended as follows: (Ord. 0-15-18, 8-6-2018)

Section R-101.1 - Insert the "city of Darien" for [name of jurisdiction].

Section R-108.2 - Revise to read as follows:

See city code of Darien for appropriate fee schedules.

Section R-113.4 - Revise to read as follows:

Violation Penalties: See the city code of Darien for penalties for violations of the provisions of this code.

Table R301.2 (1) Climatic and Geographic Design Criteria. Insert the following information in the table:

Ground Snow Load = 25

Wind Design

Speed (MPH) = 90(40) 115(51)

Topographic effects = No

Seismic Design Category = B A

Subject to Damage From

Weathering = Severe

Frost Line Depth = 42"

Termite = Mod to Heavy

Winter Design Temp = 10 degrees F

Ice Barrier Underlayment Required = Yes

Flood Hazards - 12/16/04 8/1/2019

Air Freezing Index = 1700

Mean Annual Temp = 50 50.6 degrees F

Section R-302.1 and Table R-302.1(1) - Delete. (Exterior Walls)

~~Section R-309 - Revise to read as follows:~~

~~A ducted cold air return is required in every sleeping room.~~

Section 310.1 Emergency Escape and Rescue Required Exception 2 shall be DELETED.

Section R-313 ~~-Delete. (Automatic Fire Sprinkler Systems)~~ Add the following: or provide 5/8" type x gypsum throughout.

Section R-320 - Delete. (Accessibility)

Section R-~~321~~ 321.3 - Delete. ~~(Elevators And Platform Lifts)~~ (Accessibility)

Section R-322.1.9 - Delete. (Manufactured Homes)

(Ord. 0-43-12, 12-17-2012)

Section R-403.1 - ~~Revise to read as follows:~~ Add the following:

~~Pier footings are acceptable for open porches, and for screened in porches, 3-season rooms, or sunrooms if designed and certified by a licensed architect.~~ All footings for primary structure shall bear on the seal of a licensed Illinois architect, structural engineer or subject to the building official.

(Ord. 0-15-18, 8-6-2018)

Section R-403.2 - Delete. (Footings For Wood Foundations)

~~Sections R-403.3 through R-403.3.4 - Delete. (Frost Protected Shallow Foundations)~~

Sections R-404.2 ~~through R-404.4.11~~ - Delete all sections and tables in their entirety. (Wood Foundation Walls)

Section R-405.2 - Delete. (Wood Foundations)

Section R-406.3 - Delete. (Dampproofing For Wood Foundations)

Section R-1006.1 - Revise to read as follows:

~~Exterior Air: Factory built or masonry fireplaces covered in this chapter shall be equipped with an exterior air supply to assure proper fuel combustion unless the room is mechanically ventilated and controlled so that the indoor pressure is neutral or positive. Ventless or vent-free fireplaces are prohibited.~~

Chapter 25 - Delete. (Plumbing Administration)

Chapter 26 - Delete. (General Plumbing Requirements)

Chapter 27 - Delete. (Plumbing Fixtures)

Chapter 28 - Delete. (Water Heaters)

Chapter 29 - Delete. (Water Supply And Distribution)

Chapter 30 - Delete. (Sanitary Drainage)

Chapter 31 - Delete. (Vents)

Chapter 32 - Delete. (Traps)

Chapter 33 - Delete. (Storm Drainage)

~~Chapter 34 - Delete. (General Requirements)~~

~~Chapter 35 - Delete. (Electrical Definitions)~~

~~Chapter 36 - Delete. (Services)~~

~~Chapter 37 - Delete. (Branch Circuit And Feeder Requirements)~~

~~Chapter 38 - Delete. (Wiring Methods)~~

~~Chapter 39 - Delete. (Power And Lighting Distribution)~~

~~Chapter 40 - Delete. (Devices And Luminaries)~~

~~Chapter 41 - Delete. (Appliance Installation)~~

~~Chapter 42 - Delete. (Swimming Pools)~~

~~Chapter 43 - Delete. (Class Remote Control Signaling And Power Limited Circuits)~~

~~Chapter 44 - Delete. (Referenced Standards)~~

~~(Ord. 0-43-12, 12-17-2012)~~

~~International Residential Code Electrical Provisions/National Code Cross Reference (appendix Q)~~

~~Delete:~~

(Ord. 0-43-12, 12-17-2012; amd. Ord. 0-15-18, 8-6-2018)

Agricultural Exception: Accessory buildings on existing, legal nonconforming agricultural properties that are utilized as stables and livestock shelters, where no vehicle storage will take place will be allowed in accordance with the following requirements:

1. Required concrete floor slabs may be omitted in those specific areas of livestock buildings or structures used by the livestock upon approval of the director of community development.
2. Other than in subsection 1 above, floors shall be concrete, asphalt or wood installed to prevent the seepage of hazardous, toxic or combustible liquids into the ground.
3. All accessory buildings shall be securely anchored to the ground.
4. Pre-engineered accessory building kits shall be installed in accordance with manufacturer's specifications and plans.

~~Floor Trusses And Prefabricated Wood I Joists: Floor trusses and prefabricated wood I joists must be protected by 5/8 inch gypsum board, a fire rated drop ceiling or an automatic sprinkler system. If installed above a crawl space, provide a smoke detector and protected opening to the crawl space.~~

(Ord. 0-43-12, 12-17-2012)

4-1-3-3: APPLICATION TO BUILDINGS AND STRUCTURES:

The rules and regulations adopted in section 4-1-3-1 of this chapter shall apply to the following buildings and structures:

- (A) Single-family detached residences.
- (B) Duplex houses (2 units side by side) and two-family apartments or flats.
- (C) Detached accessory structures. (Ord. 0-43-12, 12-17-2012)

4-1-4: REGULATIONS AND STANDARDS FOR CONSTRUCTION OF ALL OTHER BUILDINGS

INCLUDING RESIDENTIAL (OTHER THAN ONE- AND TWO-FAMILY), ASSEMBLY, COMMERCIAL,

OFFICE, STORAGE, EDUCATIONAL, INDUSTRIAL AND INSTITUTIONAL:

4-1-4-1: ADOPTION OF BUILDING CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled the **2021** International Building Code, one copy of which is on file in the office of the City. (Ord. 0-15-18, 8 6-2018)

4-1-4-2: AMENDMENTS TO BUILDING CODE:

The **2021** International Building Code as adopted in section 4-1-4-1 of this chapter, shall be amended as follows: (Ord. 0-15-18, 8-6-2018)

Section 101.1 - Insert the "city of Darien" for [name of jurisdiction].

Section 105.2 – Work exempt from permit. Amended as follows:

- ~~1. One-story detached accessory structures used as tool and storage sheds, okayhouses and similar uses, provided the floor area is not greater than 120 square feet (11 m²).~~
- ~~2. Fences not over 7 feet (2134 mm) high.~~
- ~~6. Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and are not part of an accessible route.~~

Section 109.2 - Revise to read as follows:

109.2 - See city code of Darien for appropriate fee schedules.

Section 114.4 - Revise to read as follows:

114.4 - Violation Penalties: See city code of Darien for penalties for violations of the provisions of this code.

Section 117.2 - Revise to read as follows:

117.2 - A fine of not less than \$100.00 or more than \$1,000.00 for each day the above violation shall be imposed.

Section 903.2 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group B, E, F, M and S occupancies when a structure's gross square footage is 2,500 square feet or more.

Section 903.2.1.1 - Revise to read as follows:

An automatic fire suppression system shall be provided in use group A-1 occupancies when a structure's gross square footage is 2,500 square feet or more.

Section 903.2.1.2 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group A-2 occupancies.

Section 903.2.1.3 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group A-3 occupancies when a structure's gross square footage is 2,500 square feet or more.

Section 903.2.1.4 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group A-4 occupancies when a structure's gross square footage is 2,500 square feet or more.

Section 903.2.5 - Revise to read as follows:

An automatic fire suppression system shall be provided in all use group I occupancies.

Exception:

1. Where use group I-2 child care facilities are located in R-3 and R-4 occupancies in compliance with the Illinois department of child and family services.

(Ord. 0-43-12, 12-17-2012)

4-1-4-3: APPLICATION TO BUILDINGS AND STRUCTURES:

The Building Code adopted in section 4-1-4-1 of this chapter shall apply to all buildings and structures other than one- and two-family residences and other buildings normally accessory to them. (Ord. 0-43

12, 12-17-2012)

4-1-5: REGULATIONS AND STANDARDS GOVERNING THE CONSTRUCTION AND USE OF

MECHANICAL EQUIPMENT:

4-1-5-1: ADOPTION OF MECHANICAL CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled 2015

International Mechanical Code, one copy of which is on file in the office of the City. (Ord. 0-15-18, 8-6 2018)

4-1-5-2: AMENDMENTS TO MECHANICAL CODE:

The International Mechanical Code as adopted in section 4-1-5-1 of this chapter, shall be amended as follows: (Ord. 0-15-18, 8-6-2018)

Insert "the city of Darien" wherever the code refers to jurisdiction.

Wherever fee schedules, dollar amounts, offenses, or time limits are referred to in this code, the code of the city of Darien shall apply.

~~Section 927—Add the following:~~

~~Section 927—Ventless and vent free fireplaces are prohibited.~~

(Ord. 0-43-12, 12-17-2012)

4-1-5-3: ADOPTION OF ELEVATOR SAFETY CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled Illinois Elevator Safety Code (41 Ill. Adm. Code, chapter II, part 1000, and as amended from time to time) one copy of which is on file in the office of the City. (Ord. 0-15-18, 8-6-2018)

4-1-5-4: AMENDMENTS TO ELEVATOR SAFETY CODE:

The Elevator Safety Code, as adopted in section 4-1-5-3 of this chapter, shall be amended as follows:

(Ord. 0-15-18, 8-6-2018)

Insert the "city of Darien" wherever the code refers to jurisdiction.

(Ord. 0-43-12, 12-17-2012)

Section 1.4: Definitions - Revise to read as follows:

Building Code: The International Building Code as adopted in Section 4-1-4-1 of the City Code, and as amended from time to time.

(Ord. 0-15-18, 8-6-2018)

4-1-6: STANDARDS AND SPECIFICATIONS, RULES AND REGULATIONS OF ELECTRICAL

CODE:

4-1-6-1: ADOPTION OF ELECTRICAL CODE:

The standards and specifications, rules and regulations of the National Fire Protection Association

National Electrical Code, 2014 edition, as published by the National Fire Protection Association except as amended herein, are hereby adopted as the standards and specifications, rules and regulations for installation, alteration, repair and use of electrical equipment, subject however, to the additional standards and specifications, rules and regulations as hereinafter set forth, and except where they are in conflict with the other provisions of this code and said code is hereby incorporated herein by reference, one copy of which is on file in the office of the City. (Ord. 0-15-18, 8-6-2018)

4-1-6-2: AMENDMENTS TO ELECTRICAL CODE:

The 2020 Electrical Code, as adopted in section 4-1-6-1 of this chapter, shall be amended as follows:

(A) All conductors shall be copper.

(B) All services shall be installed in rigid metal or intermediate metal conduit. Rigid aluminum may be used for above- ground installations only. EMT shall not be used for electrical services.

(C) All underground electrical services shall be installed in rigid metal conduit, intermediate metal conduit, or PVC.

(D) In poured concrete, only rigid metal conduit, intermediate metal conduit, or PVC shall be used. PVC shall convert to rigid conduit prior to emergence.

(E) Where used underground, PVC shall not emerge from below grade. PVC shall convert to rigid metal conduit prior to emergence.

(F) All electrical wiring shall be installed in metal conduit, EMT, IMC, or RMC only, except low voltage wiring. PVC may be permitted in wet or corrosive areas.

Twin, or tandem, circuit breakers are not acceptable for new work unless specifically allowed per the electric service panel product manufacturer.

Add to Section 210.8(A)(2) Garages... Exception to (2) to state: "A receptacle, if located in the ceiling, supplying only a permanently installed overhead garage door opener system shall not be required to have ground fault circuit-interrupter protection."

Revise Section 210.8(A)(5) Basements Exception to (5) to state: "A receptacle supplying a permanently installed fire alarm system, burglar alarm system, ejector pump, sump pump, or furnace shall not be required to have ground fault circuit-interrupter protection."

Delete Section 210.12 Arc Fault Circuit-Interrupter Protection

Revise Section 210.52.(C)(2)(a) Island and Peninsular Countertops and Work Surfaces to state: "At least one receptacle shall be installed at each island countertop space with a long dimension of 24 in. or greater and a short dimension of 12 in or greater."

Add to Section 230.70 Service Equipment Disconnection Means General to state: The building official may wave this based on supply chain availability.

~~(G) Section 314.27(A)(2), "Ceiling Outlets" - Add the following:~~

~~Fan rated boxes are required in all bedroom ceiling lighting outlets.~~

(H) Section 320, "Armored Cable", is hereby deleted in its entirety.

(I) Section 322, "Flat Cable Assemblies", is hereby deleted in its entirety.

(J) Section 324, "Flat Conductor Cable", is hereby deleted in its entirety.

(K) Section 326, "Integrated Gas Spacer Cable", is hereby deleted in its entirety.

~~(L) Section 328, "Medium Voltage Cable", is hereby deleted in its entirety.~~

(M) Section 330.10(A), "Uses Permitted" - Add the following:

MC Cable may be used for concealed work, in dry locations, where conduit is not practical to install or to be fished through existing walls, ceilings, or floors. Where exposed, MC Cable shall not be longer than three (3) feet before converting to conduit.

~~(N) Section 332, "Mineral Insulate Metal Sheathed Cable", is hereby deleted in its entirety.~~

(O) Section 334, "Nonmetallic-Sheathed Cable", is hereby deleted in its entirety.

(P) Section 338, "Service-Entrance Cable" is hereby deleted in its entirety.

(Q) Section 340, "Underground Feeder and Branch-Circuit Cable" is hereby deleted in its entirety.

(R) Section 352.10, "Uses Permitted" - Revise to read as follows:

(A), (C), (E), (F), and (H) are hereby deleted in their entirety. Section 352.10(D) may be approved

on review of application.

(S) Section 355.10, "Uses Permitted" - Revise to read as follows:

(A), (C), (E), and (F) are hereby deleted in their entirety.

(T) Section 362, "Electrical Nonmetallic Tubing", is hereby deleted in its entirety.

(U) Section 382, "Nonmetallic Extensions" is hereby deleted in its entirety.

(V) Section 394, "Concealed Knob-and-Tub Wiring" is hereby deleted in its entirety.

(W) Section 396, "Messenger-Supported Wire" is hereby deleted in its entirety.

~~(X) Section 410.36, "Suspended Ceilings", - Revise to read as follows: Fluorescent fixtures installed in suspended ceiling shall not be attached to the ceiling grid by screws, clips, or rivets. Fluorescent fixtures shall be supported by two pencil wires from the structural framing of the building to two angled corners of the fixture.~~

Section 422.5(A) GFCI Protection for Personnel General. DELETE reference to 422.5(A)(6)(Sump pumps) and (7)(Dishwashers).

(Y) All flexible conduits shall contain an equipment grounding conductor and not be longer than 6

feet.

~~(Z) Commercial wiring shall be a minimum #12 AWG, except for flexible connections to lighting~~

~~fixtures or control wiring.~~

(Ord. 0-15-18, 8-6-2018)

4-1-7: PLUMBING INSTALLATION, ALTERATION AND USE REGULATIONS AND STANDARDS:

4-1-7-1: ADOPTION OF PLUMBING CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled Illinois Plumbing Code (77 Ill. Adm. Code, chapter 1, part 890, and as amended from time to time), one copy of which is on file in the office of the City. (Ord. 0-15-18, 8-6-2018)

4-1-7-2: ADDITIONS TO PLUMBING CODE:

Additions to the Illinois Plumbing Code, as adopted in section 4-1-7-1 of this chapter, are as follows:

(Ord. 0-30-15, 10-5-2015; amd. Ord. 0-15-18, 8-6-2018)

(A) Closed water systems shall be required on all water using air conditioning systems in new construction or remodeling.

~~—(B) Metering or self-closing faucets shall be required on all lavatories for public use in new construction or remodeling.~~

(C) Water recycling systems shall be required on all new construction or remodeled car wash equipment installations. (Ord. 0-30-15, 10-5-2015)

4-1-7-3: AMENDMENTS TO PLUMBING CODE:

The Illinois Plumbing Code, as adopted in section 4-1-7-1 of this chapter, shall be amended as follows:

(Ord. 0-30-15, 10-5-2015; amd. Ord. 0-15-18, 8-6-2018)

~~All new plumbing fixtures and irrigation controllers installed after the effective date hereof shall bear the WaterSense label (as designated by the U.S. environmental protection agency Water Sense program), when such labeled fixtures are available. (Ord. 0-30-15, 10-5-2015)~~

4-1-8: FIRE PREVENTION AND CONTROL REGULATIONS AND STANDARDS:

4-1-8-1: ADOPTION OF FIRE CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled ~~2015~~ 2024 International Fire Code, printed in pamphlet form, one copy of which is on file in the office of the City.

(Ord. 0-15-18, 8-6-2018)

4-1-8-2: AMENDMENTS TO FIRE CODE:

The 2024 International Fire Code, as adopted in section 4-1-8-1 of this chapter shall be amended as follows: (Ord. 0-43-12, 12-17-2012; amd. Ord. 0-15-18, 8-6-2018)

Section 101.1 - Insert "city of Darien" for [name of jurisdiction].

Section 108 - Revise board of appeals to read:

Whenever the chief of the bureau of fire prevention shall disapprove an application, or refuse to grant a permit, or when it is claimed that the provisions of this article have been misconstrued or wrongly interpreted, the applicant or person affected may appeal from the decision of the director of building and zoning to the planning and zoning commission of the city of Darien. Appeals made pursuant to this section shall be in accordance with the procedures set forth in the city's zoning ordinance.

Add section 319 to read:

Section 319.0 - Miscellaneous Provisions.

Section 319.1 - Hazardous Areas. Room used for storage, boiler or furnace rooms, fuel storage, janitors' closets, and maintenance shops shall be separated from other building areas by assemblies having a fire resistance rating of not less than one hour with appropriate protection of openings into the rooms.

Section 319.2 - Fire Evacuation Procedure Notice. Owners, managers, and agents of multiple dwelling units with more than six (6) units, motels, hotels and places of assembly, served by a common entrance, shall post and maintain in a conspicuous location within each dwelling unit and in access routes, a written notice which explains what procedures to use in the event of a fire. The notice shall contain a diagram of all fire exits.

Add section 320 - Packing Materials. Materials used for protective packing shall be kept in approved noncombustible containers.

Section 320.1 - Removal Of Packing And Waste Materials. No persons shall store in any building excess amounts of combustible empty packing cases, wooden or plastic pallets, barrels, boxes, rubber tires, shavings, excelsior, rubbish, paper bags, litter, hay, straw and similar combustibles. Aisle ways and storage of the abovementioned combustibles necessary for the performance of business shall be kept in an orderly and neat manner. Combustible materials shall be removed daily or more often as is necessary to suitable vaults, bins, dumpsters, compactors or separate buildings. Such practices shall be as approved by the fire official.

Section 503.1 - Revise to read:

Fire apparatus access roads shall be provided so that:

1. Public or private access is provided to each building so that the first responding fire district pumper unit will be able to be so located that all points of the interior of the building may be reached by one hundred fifty (150) feet of initial attack hose.

a. Where the size of the building does not allow this regulation to be met, an interior standpipe system equipped with fire department hose connections approved by the fire official may be allowed as an exception. The standpipe system shall be connected to a public water system.

2. Public or private access for motor fire apparatus shall be provided around the building so that there may be proper operation of ladders and mechanically elevated mechanisms.

3. Access routes shall be so arranged that fire department apparatus may respond from all points of the building to adjacent fire hydrants along routes not to exceed two hundred fifty (250) feet from

the most remote point of the building to the closest fire hydrant.

4. Fire lanes on private property shall be approved by the fire official, and parking of motor vehicles otherwise obstructing such fire lanes or access routes shall be prohibited at all times. Permanent all-weather signs identifying fire lanes and access ways shall be posted.

5. In commercial developments public or private fire department access roads and ways shall be all weather, properly maintained and accessible at all times. A minimum of eight (8) inches of granular stone surfaced by at least two (2) inches of bituminous asphalt material. Fire lanes in residential developments shall be reviewed by the fire official for adequacy.

6. Access roads or fire lanes shall be not less than fifteen (15) feet from the building and further if the height of the building requires a greater setback to ladder the buildings.

7. Access routes shall be continuous around the building.

a. This requirement may be modified by the fire official where adequate building access openings, a complete fire suppression system and high rise provisions are provided.

Section 505.1 - Address Numbers. Delete the word "alphabet."

Add section 506 - Revise to read:

Section 506.0 - Fire Department Rapid Entry System.

Section 506.1 - General. The fire official shall require all new and existing construction that is required to be equipped with an approved fire alarm system or sprinkler system to have an approved key box system.

Section 506.2 - Purpose. The purpose of the rapid entrance key system is to allow the fire department to gain immediate access to a building in emergency situations without forcible entry.

Section 506.3 - Location. The approved key box shall not be located more than 5 feet above grade.

Section 506.4 - Contents. The approved key box shall contain key, keycards, etc. as needed to gain necessary access as required by the code official.

Section 506.5 - Alarms. At the request of the owner or lessee, the fire code official shall permit him to install a key box tamper switch connected to the building's alarm system. If the owner or lessee chooses to connect the key box to an alarm, then they shall comply with the following requirements:

1. If the building is protected by a burglar alarm system, the key box shall be connected to that system.
2. If the building is not protected by a burglar alarm system, the key box may be connected to the fire alarm providing the connection is on the trouble side signaling an alarm. Connection to the fire alarm requires the key box to be zoned separately from any fire detection and noted on the fire alarm annunciator panel as KEY BOX.

Section 806.1.1 - Restricted Occupancies. Revise to read as follows:

Natural cut trees shall only be permitted in the dwelling units of group R-2 and R-3 occupancies.

Section 807.4.3.1 - Storage In Corridors And Lobbies. Delete exceptions 1 and 2.

Section 807.4.4.1 - Storage In Corridors And Lobbies. Delete exceptions 1 and 2.

Add to Section 901.7 to read:

Section 901.7 - Systems Out Of Service. Automatic fire suppression systems shall not be out of service for more than eight (8) hours for additions, alterations, maintenance or repairs without the approval of the fire official or the designated representative.

Section 905 - Standpipe Systems. Add the following:

Class I standpipe systems shall be installed in all buildings where any portion of the building's interior area is more than one hundred fifty (150) feet of travel from the nearest point of fire district vehicle access.

Add section 905.12 to read:

Section 905.12 - Standpipe Flow Switch. All standpipe systems shall have flow switches interconnected to the building fire alarm system.

Section 906.1 - Where Required. Add the following:

7. Within five (5) feet of all exit doors. If there are practical difficulties in locating the fire extinguisher within five (5) feet of an exit door, then the code official shall designate an approved location.

Revise section 907 to read:

Delete the following sections of 907: Sections 907.2.1, 907.2.2, 907.2.3 exception 3, 907.2.4, 907.2.7 exception 2, 907.2.8.1 exception 2, 907.2.9.1 exception 2, 907.2.10.1 exception 2.

Section 907.1.4 - Design. The system shall be designed and installed in accordance with the National Fire Protection Association no. 72, installation, maintenance and use of protective signaling systems, 2010 edition, with automatic detectors designed and installed in accordance with the National Fire Protection Association.

Section 907.2 - Fire Alarm And Automatic Detection Required.

Section 907.2 - All Other Use Groups Except R-3. In all buildings with floor areas greater than two thousand (2,000) square feet, fire alarm systems shall be required and approved by the code official for the particular application. Detection devices shall be compatible with the hazards and purpose for alarm.

(Ord. 0-43-12, 12-17-2012)

Each building which is required to be built pursuant to the 2015 international building code as adopted by the city of Darien, having a required F.A. system shall be equipped with a wireless radio connection, approved by the code official, between its automatic fire detection equipment and such appropriate dispatch station as utilized by the fire protection district or department which services the structure.

(Ord. 0-43-12, 12-17-2012; amd. Ord. 0-15-18, 8-6-2018)

Assembly. Both new and existing educational and institutional use groups shall be equipped with an approved fire alarm system. This shall include assembly and educational uses with 20 or more occupants.

Section 907.2 - Alarm systems in use group R-1, R-2 and R-3 (except for detached single-family dwelling structures) shall comply with the following: Approved automatic fire detection shall be provided to protect new and existing multi-family buildings, which include apartments of three (3) or more units, townhouses and similar uses.

1. Approved automatic smoke detection devices wired to an activated living unit electrical circuit shall be provided in the vicinity of all bedrooms and elsewhere, based on room arrangements, in each living unit.

(a) The wiring shall allow for easy removal and replacement of the device.

(b) Each detector shall include an audible alerting device.

i. Approved fixed temperature devices shall be provided in each living unit near the kitchen and living room areas, with not less than one installed on each floor level. These shall be part of the fire alarm system.

ii. Generally unattended areas such as storage rooms, garages, combustible unattended areas, elevator shafts, furnace rooms, basements, attic spaces, crawl spaces and similar areas shall be protected by approved heat detection devices.

iii. Approved smoke detection devices shall be provided in all public or common egress routes, including corridors, stairways, exit hallways, etc.

iv. All devices, except living unit smoke detectors (from 1. above), shall be interconnected to an approved control panel with an audible alerting system servicing all floors of the building.

v. A zone indicator panel shall be provided in any building having multiple living units, with each zone serving more than one floor.

Section 907.2 - Automatic Sprinklers. Where automatic sprinklers provide protection to an area, approved flow and tamper switches interconnected to the fire alarm system shall be provided.

Section 907.5 - No alarm shall be out of service for more than 24 consecutive hours.

Section 907.6.2 - Power Supplies. A primary power supply source for the operation of the system under normal conditions shall be provided. A secondary power supply for operation of the system shall be by a U.L. approved energy device or minimum 60-hour storage battery or engine driven generator.

Section 907.6.3 - Zones. Each floor and each area over 15,000 square feet in area shall be separately zoned. Each type of system (sprinkler, halon, alarm, etc.) shall be separately zoned.

Add Section 907.6.3.3 - Each sprinkler system need only be zoned per floor for a flow alarm.

Add Section 907.10 - The fire protection district shall have access at any time of the day or night to the fire alarm control panel without entering an individual living (dwelling) unit. The fire alarm panel must be installed in an approved climate controlled, weather protected closet with 24-hour access from the exterior of the building.

Add section 915 to read:

Section 915 - Fire Hydrant Locations.

Section 915.1 - Fire Hydrant Locations. Water supplies shall be delivered under pressure to fire hydrants located as follows:

1. Fire hydrants shall be located along public streets, fire lanes, or access routes so that no portion of the building will be over 250 feet from a public fire hydrant. Where this is not possible, additional hydrants shall be located on the premises and be accessible to motorized fire apparatus.

2. In apartments, townhouses, condominiums, town/row or cluster housing areas where streets or parking lots dead end, hydrants shall be placed along the access route at a location approved by the fire official.

3. At least two (2) fire hydrants shall be located within 300 feet of the building.

4. Hydrants should be so located that:

a. Hydrants will be located approximately ten (10) feet from all weather roadways. If this cannot be done, the closest part of the hydrant shall be set back at least two (2) feet from the curb.

b. Hydrants shall not be located further than 75 feet from any fire department sprinkler or standpipe connection as determined by the code official.

c. Hydrants shall not be located closer than 25 feet to a building.

d. Hydrant outlets shall be a minimum of 18 inches but not more than 36 inches above the finished grade.

e. Access to fire hydrants shall be all-weather roadways adequate in width, clearance and strength for firefighting purposes. Such routes including private roadways, shall be maintained accessible during all seasons of the year.

5. Fire hydrants used in conjunction with water supplies shall have two (2 1/2) inch and one (1 1/2) inch outlets with auxiliary gate valves on the hydrant branch line. Threads shall be American national standard. Pumper outlets shall face roadways.

6. Fire hydrants shall be protected from accidental damage by approved methods when located in areas subject to vehicular damage.

Section 1006.1.1 Emergency Power For Illumination - revise to read as follows:

Emergency lighting shall be equipped with power supplies from an independent, approved reliable source (battery or automatic starting generator). Emergency lighting shall be provided in all rooms and spaces over 2,000 square feet in area, or in rooms with an occupancy load of 20 or more. When required, emergency lighting shall be installed in stairways, corridors, access routes and other exit components. Multi-family building - emergency lighting will be required in all existing and new multifamily buildings in stairways, corridors, exit access and other exit components.

Add section 1021.1.1 - Number And Location Of Exits. All rooms or spaces with accommodations for 20 or more persons or over 2,000 square feet in area and each floor shall have 2 separate means of egress.

Add section 5600.1 - to read:

Section 5600.1 - Bond And Responsibility. Bond and responsibility for fireworks display and discharge requires "public liability insurance" in the amounts of not less than \$1,000,000.00 bodily injury and \$250,000.00. The city of Darien and the local fire protection district shall be added as an "additional insured."

Add section 5706.9 - to read:

Section 5706.9 - Special Dispensers. Special type dispensers such as coin, key or card-operated devices, for self service operation by the general public are prohibited unless there is an attendant on duty at all times.

(Ord. 0-43-12, 12-17-2012)

4-1-8-3: DEFINITIONS AND ADDITIONAL REGULATIONS OF FIRE CODE:

(A) Definitions:

1. Fire Prevention Code Or Code: Wherever the words "Fire Prevention Code" or "code" are used in the codes adopted herein by reference, they shall be held to mean the City of Darien 2015 International Fire Code. (Ord. 0-43-12, 12-17-2012; amd. Ord. 0-15-18, 8-6-2018)

2. Municipality: Wherever the word "Municipality" is used in the codes adopted herein by reference, it shall be held to mean the City of Darien.

3. City: Wherever the word "City" is used in the codes adopted herein by reference, it shall be held to mean the City of Darien.

4. Corporation Counsel: Wherever the term "corporation counsel" is used in the codes adopted

herein by reference, it shall be held to mean the legal counsel for the City of Darien.

5. Fire Official, Code Official, Fire Marshal, Authority Having Jurisdiction Or Chief Of The Bureau

Of Fire Prevention: Wherever the term "fire official", "code official", "Fire Marshal", "authority having jurisdiction" or "Chief of the Bureau of Fire Prevention" is used in the codes adopted herein by reference, it shall be held to mean the Director of Community Development or his designee.

6. Bureau Of Fire Prevention: Wherever the term "Bureau of Fire Prevention" is used in the codes adopted herein by reference, it shall be held to mean Department of Community Development.

(B) Administrative Bodies:

1. The Fire Prevention Code shall be enforced by the Department of Community Development of the City.

2. The person in general charge of the Department of Community Development shall be the Director of Community Development.

3. The Director of the Community Development Department may detail additional personnel as inspectors to assist in enforcing this chapter.

(C) Permits And Approvals:

1. Special Permits: Where special permits are required, application shall be made to the Director of the Department of Community Development. The Director shall determine criteria, limitations and duration of permits until the appropriate requirements are met.

(D) Explosives And Blasting Agents:

1. The storage, handling and use of explosives and blasting agents is prohibited within the City.

(a) Exception: By special permit from the Director of the Department of Community Development.

(E) Flammable Liquids; Liquefied Petroleum Gases:

1. The storage of flammable liquids in outside aboveground tanks is prohibited.

(a) Exception: By special permit from the Director of the Department of Community Development.

2. The bulk storage of liquefied petroleum gases in excess of one thousand (1,000) gallons water capacity is prohibited.

(a) Exception: By special permit from the Director of the Department of Community Development.

(F) Manufacturing And Storage Of Fireworks Prohibited: The manufacture and storage of fireworks is prohibited within the corporate limits of the City, except by special permit issued by the code official.

(G) Emergency Conditions: When in the opinion of the Director of the Department of Community Development or his designee there is actual and immediate danger because of

hazardous conditions which endanger life or may cause effects upon adjoining properties, the bureau may order the building to be immediately vacated and cause immediate remedial action if necessary. The cost of such remedial action shall be borne by the owner of the premises.

(H) Modifications: The Director of the Department of Community Development and the City Administrator shall have power to modify any of the provisions of the Fire Prevention Code upon application in writing by the owner or lessee, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided that the spirit of the code shall be observed, public safety and substantial justice done. The particulars of such modification, when granted or allowed, and the decision of the Fire Marshal shall be entered upon the records of the department and a signed copy shall be furnished the applicant.

(I) New Materials, Processes Or Occupancies Requiring Permits: Upon a written request to employ new materials, processes or occupancies which require a permit or otherwise alter the provisions of the Fire Code, in addition to those now enumerated in said code, the Director of Community Development shall forward said request along with supporting documentation and other applicable information as determined by the Director of Community Development and City Administrator to the building plan review and building inspection consultants employed by the City, to the local fire district and when applicable, to the City Engineer, for their review and recommendation. Upon receipt of the recommendations from these sources, the Director of Community Development and City Administrator shall either approve or deny said request. In either situation, the determination made shall be posted in a conspicuous place at the Darien City Hall, and copies shall be distributed to all parties.

(J) Penalties: The penalty for violation of this code shall be in accordance with the City Code penalty section. (Ord. 0-43-12, 12-17-2012)

4-1-9: ENERGY CONSERVATION CODE:

4-1-9-1: ADOPTION OF ENERGY CONSERVATION CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled Illinois Energy Conservation Code (71 Illinois Administrative Code, Ch. 1, Subch. d, Part 600), and as amended from time to time by the State of Illinois, one copy of which is on file in the office of the City.

(Ord. 0-15-18, 8-6-2018; amd. Ord. 0-26-19, 10-7-2019)

4-1-9-2: AMENDMENTS TO ENERGY CONSERVATION CODE:

Section 101.1 - Insert city of Darien for [name of jurisdiction].

(Ord. 0-43-12, 12-17-2012)

4-1-10: EXISTING STRUCTURES REGULATIONS:

4-1-10-1: ADOPTION OF PROPERTY MAINTENANCE CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled ~~2015~~ 2021 International Property Maintenance Code, printed in pamphlet form by the International Code Council, including no errata sheets inserted therein as modified in certain respects as set forth herein, one copy

of which is on file in the office of the City. (Ord. 0-15-18, 8-6-2018)

4-1-10-2: AMENDMENTS TO PROPERTY MAINTENANCE CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled ~~2015~~ 2021 The International Property Maintenance Code, as adopted in section 4-1-10-1 of this chapter shall be amended as follows:

Section 101.1 - Insert "city of Darien" for [name of jurisdiction].

Section 106.4 - Penalties. Revise to read as follows:

See the city code of Darien for penalties for violations of the provisions of this code.

Section 111.4.2 – Method of service. Revise to read as follows:

Such notice shall be deemed to be properly served where a copy thereof is served in accordance with one of the following methods:

1. A copy is delivered personally.
2. A copy is sent by certified, registered, or regular mail addressed to the owner at the last known address.
3. A copy is delivered electronically via email.
4. A copy is delivered in any other manner as prescribed by local law.

If the letter or email is returned showing the that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure or property affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure or property shall constitute serviced of notice upon the owner.

(Ord. 0-43-12, 12-17-2012)

4-1-11: ADOPTION OF FUEL GAS CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled ~~2015~~ 2021 International Fuel Gas Code, printed in pamphlet form by the International Code Council, including no errata sheets inserted therein as modified in certain respects as set forth herein, one copy of which is on file in the office of the City.

(Ord. 0-15-18, 8-6-2018)

4-1-12: ADOPTION OF SWIMMING POOL AND SPA CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled ~~2015~~ 2021 International Swimming Pool and Spa Code, printed in pamphlet form by the International Code Council, including no errata sheets inserted therein as modified in certain respects as set forth herein, one copy of which is file in the office of the City.

(Ord. 0-15-18, 8-6-2018)

4-1-13: ADOPTION OF ACCESSIBILITY CODE:

There is hereby adopted and incorporated by reference as part of this section, the code entitled Illinois Accessibility Code (71 Ill. Adm. Code, chapter I, subchapter b, and as amended from time to time),one copy of which is on file in the office of the City. (Ord. 0-15-18, 8-6-2018)

Attachment 2 – Fire Code Amendments

PZC2024-11 (2021 Building Code Update)

Amendments – **Shown in red text**

CHAPTER 1 - SCOPE AND ADMINISTRATION

Section 101 SCOPE AND GENERAL REQUIREMENTS

Section 101.1 Title. Section 101 .1 shall be revised in its entirety to read as follows:

"Section 101.1 Title. These regulations shall be known as the as the Fire Code of the Tri-State Fire Protection District, DuPage and Cook Counties, Illinois, hereinafter referred to as the "Fire Code" or the "code" herein. The Fire Code and/or code may also be referred to as the 'Fire Prevention Code."

Section 103.1 Creation of agency. Amend by deleting the words and punctuation marks, "[Name of Department]" and insert the words "Tri-State Fire Protection District."

Section 102 APPLICABILITY

Section 102.1; change #3 to read as follows:

3. Existing structures, facilities, and conditions when required in Chapter 11 or in specific sections of this code.

Section 102.4 Application of building code. Delete in its entirety and in lieu thereof substitute with the following new Section 102.4:

"Section 102.4 Application of building code. The design and construction of new structures shall comply with the International Building Code or other governing building code adopted by the county in which the subject structure is located, and any alterations, additions, changes in use or changes in structures required by this code, which are within the scope of the International Building Code or other governing building code, shall be made in accordance herewith. Where corresponding sections of the International Fire Code have been modified or amended within the International Building Code or other governing building code, the stricter application shall apply. These sections include, but are not limited to, modifications or amendments to the requirements for fire suppression systems, fire

alarm systems and means of egress."

Section 102.10 Conflicting provisions. Add the following new sentence to Section 102.10: "Where there is a conflict between a corresponding requirement in the International Fire Code adopted herein and the International Building Code or other governing building code, the most strict application shall apply."

SECTION 102 APPLICABILITY. Amend by adding the following new Section 102.13:

Section 102.13 Provisions With Respect To Certain Use Group "U" Structures:

Notwithstanding any language contained in the following referenced sections to the contrary, all use group "U" structures which exceed two thousand (2,000) square feet in gross area and which are intended to be used or are used at any time for assembly purposes shall comply with all applicable sections of this code and the International Building Code .

Additionally, notwithstanding any language contained in the following referenced sections to the contrary, all use group "U" structures which exceed two thousand (2,000) square feet in gross area (whether legal, legal nonconforming or illegal) existing on the effective date hereof and which are used at any time for assembly purposes shall be brought into conformance with all applicable sections of this code and the adopted International Building Code on or before April 1, 2020. April 1, 2020 shall, for all purposes, be deemed an appropriate amortization period for every such legal, legal nonconforming and illegal use presently existing within the limits of Tri-State Fire Protection District. Should any such use hereafter be located within Tri-State Fire Protection District by reason of annexation of a lot or parcel on which such use is located, then such use shall be brought into conformance with the above referenced Sections within eleven (11) months after the date of annexation. Such eleven (11) month period shall, for all purposes, be deemed an appropriate amortization period for every such legal, legal nonconforming and illegal use so annexed to Tri-State Fire Protection District."

Section ~~109~~ **112 BOARD MEANS OF APPEALS.**

Section ~~109.1~~ **112.1 Board Means** of Appeals Established: At the end of Section

109.1 insert the following new sentence:

Each owner and occupant who is affected by this section shall have the right to appeal from the decision of the District made pursuant to this section. The board of appeals shall consist of the President of the Board of Trustees, the District's Fire Chief, and the Deputy Fire Chief. All appeals shall be made to the board of appeals of the District as hereinafter constituted and within ten (10) days after receipt of notice of the decision of the District."

New Sections ~~109.4, 109.5, 109.6, 109.7 and 109.9.~~ 112.5, 112.6, 112.7, 112.8, 112.9 Add the following new

Sections to Section ~~109~~ 112, including Sections ~~109.4, 109.5, 109.6, 109.7, and 109.8~~ 112.5, 112.6, 112.7, 112.8, 112.9 as follows:

Section ~~109.4~~ 112.5 Actions by the board of appeals: All actions of the Board must have the concurrence of a majority of those members then holding office. Any action taken by the board of appeals on an appeal may be taken by a written vote of a majority of the members upon each voting member certifying that he has read and considered the transcript of the hearing proceedings held by the board of appeals in his or her absence.

Section ~~109.5~~ 112.6 Procedure. The rules of procedure during a hearing on an appeal shall be similar to the procedures for appeals as adopted by the Board of Trustees of the Tri-State Fire Protection District. In any event, all evidence that is relevant and material and of probative value shall be admitted. Hearsay evidence alone shall not support any decision of the Board.

Section ~~109.6~~ 112.7 Board recommendation. Recommendations from the Board shall be made within such time as may be set by the Fire Chief, but, in any event, not later than thirty (30) days after receipt of the transcript of proceedings.

Section ~~109.7~~ 112.8 Powers of the Board: The Board of Appeals shall have the following powers:

- a. To make fact findings and to review fact findings of the District, provided that fact findings of the District shall be presumed to be correct until rebutted by a clear preponderance of the evidence to the contrary.

- b. An application for appeal shall be based on a claim that the intent of this code or the rules legally adopted hereunder have

been incorrectly interpreted, the provisions of this code do not fully apply, or an equivalent method of protection or safety is proposed. The board shall have no authority to waive requirements of this code.

Section ~~109.8~~ **112.9** Review by the Board of Trustees. Within thirty (30) days of the receipt of any recommendation by the board of appeals pursuant to the right of appeal provided herein, , the appeal shall be presented to the Board of Trustees of the Tri-State Fire Protection District for vote to grant or deny the time extension or variation, or refer the matter back to the board of appeals for further consideration. If the board of appeals favorably recommends the granting of a time extension or variation, that time extension or variation may be granted by resolution by a majority vote of the Board of Trustees. If the board of appeals does not favorably recommend the granting of a time extension or variation, that time extension or variation may be granted only by favorable vote of two-thirds (2/3) of the Board of Trustees of the Tri-State Fire Protection District."

Section ~~110~~ **113** Violations

Section ~~110.4~~ **113.4** Violation Penalties. Delete the language in Section ~~110.4~~ **113.4** in its entirety and replace with the following revised language as follows:

"~~110.4~~ **113.4** Violation penalties. Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of an offense under this code, punishable by a fine of not more than ONE HUNDRED DOLLARS (\$100.00) but in no case more than SEVEN HUNDRED FIFTY DOLLARS (\$750.00) for each violation. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

SECTION ~~114~~ **115** Unsafe Structures or Equipment. Amend by adding the following new Section

~~114.5~~ **115.5:**

Section ~~114.5~~ **115.8** Fire Watch: Where conditions exist that are deemed hazardous to life and property by Fire Code Official, or their designee, a fire watch shall be implemented. The Fire Code Official, or their designee, shall determine the number of personnel required

and the duration necessary for the fire watch. A fire watch shall be conducted by trained personnel that will be approved by the Fire Prevention Bureau. Conditions that may require a fire watch shall include, but not limited to the following:

- A. Newly constructed building opened for occupancy prior to completion of the fire safety equipment and supervision;
- B. Buildings in which the fire safety equipment and supervision is placed out-of-service for over 4 hours;
- C. Building with an occupancy load greater than the posted numbers;
- D. Special programs or events where there will be space for standing room over the seating area and the exits will handle both seated and standing people;
- E. Situations where the fire-load is greater than the normal day-to-day operation; or
- F. Where the fire code official has determined that a life safety situation exists requiring such fire watch."

Section ~~112~~ 114 Stop Work Order

Section ~~112.4~~ 114.4 Failure to Comply. Delete in its entirety and in lieu thereof substitute with the following new Section ~~112.4~~ 114.4:

Section ~~112.4~~ 114.4 Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine of not less than ONE HUNDRED DOLLARS (\$100.00) and not more than SEVEN HUNDRED FIFTY DOLLARS (\$750.00)."

~~112.5~~ 114.5 INJUNCTIVE RELIEF. Amend by adding the following new Section ~~112.5~~ 114.5 Injunctive Relief, to Section 114:

Section ~~112.5~~ 114.5: As an alternative or in conjunction with the imposition of other penalties as provided in other provisions of this code, the District may elect to seek injunctive relief from a court of equity requiring compliance with the code, demolition of the offending structure or removal of an offending condition . At the court's discretion, and if authorized under Illinois law, the District shall be entitled to an award of reasonable attorneys' fees and all costs of litigation, including court costs, deposition fees and expert witness fees incurred in enforcing this provision of the code."

New Section ~~44~~ **116** Miscellaneous. Add a new Section ~~44~~ **116** with the following new Sections ~~44.1~~ **116.1** through ~~44.6~~ **116.4**:

"~~44~~ **116** MISCELLANEOUS

~~44.1~~ **116.1** Enforcement and Delegation of Duties.

1. This code or fire prevention code shall be enforced by the Fire Prevention Bureau of Tri-State Fire Protection District.
2. The Fire Chief may delegate the review of all plans submitted in compliance with the terms of this chapter, as well as the inspection of any required construction or improvement, to fire inspectors employed or appointed by any appropriate Fire Protection District. He may further request that such fire inspector give written approval of any plan required under the terms of this chapter.

~~44.2~~ **116.2** Prohibited or Restricted Storage or Manufacturing.

1. Notwithstanding any provisions of the International Fire Code or any other code, rule or regulation incorporated herein to the contrary, the storage of explosives and blasting agents and the manufacture and/or storage of fireworks is expressly prohibited .
2. The storage of flammable or combustible liquids in outside, above ground tanks is also expressly prohibited except that storage of flammable or combustible liquids shall be permitted in outside, aboveground tanks provided such tank has a maximum capacity of two thousand one hundred (2, 100) gallons and complies with all of the requirements set forth in Chapter 57 of this code.
3. The bulk storage of liquefied petroleum gas shall be permitted subject to the restrictions contained in Chapter 61 of the International Fire Code and shall further not be located near populated areas or congested commercial areas. The bulk storage of liquefied petroleum gas provided for herein shall be permitted only upon written approval of the Fire Prevention Bureau of Tri-State Fire Protection

~~44.3~~ **116.3** Regulations Governing Construction of High Rise Buildings.

Notwithstanding any provisions of this fire prevention code to the contrary, no construction, modification, alteration or improvement of any building or structure, whether multi-family, office, industrial or commercial, in excess of the lesser of three (3) stories or thirty feet (30') in height, measured from surrounding grade, shall be commenced until the plans and specifications for such construction, modification, alteration or improvement have been approved by the fire code official as being in compliance with the following requirements:

Water: All plans submitted hereunder shall provide for and depict the location, placement and type of fire hydrants, fire department connections to the standpipe system and sprinkler system. Each such hydrant shall have one 4 1/2-inch and two

(2) 2 1/2-inch fire department connections with national standard threads (NST).

(a) Each such building or structure shall have standpipes of a minimum diameter of four inch (4 ") and maximum of six inch (6") conforming to National Fire Protection Association 14 Standpipe Class 1, with the size and location of said standpipes to be as approved by the fire code official. Each such standpipe shall have a two and one-half inch (2 1/2") fire hose valves, removable two and one-half inch (2 1/2") to one and one-half inch (1 1/2") NST caps, at each floor in the stairwell. There shall be a minimum of one such standpipe for each stairwell. Each standpipe shall be equipped with its own individual control valve and water flow alarm.

(b) Each such building shall be equipped with fire pumps conforming to National Fire Protection Association 20. Said pumps shall be located at the lowest building level or as otherwise designated by the fire code official.

~~114.4~~ 116.4 Electrical Systems and Alarm Systems.

(a) All plans submitted hereunder shall provide for and depict the location of nonenergized conduit wiring and outlets acceptable to the fire code official for Fire Department or appropriate Fire Protection District use, said wiring and outlets to be located on each and every floor of each such building or structure.

(b) There shall be located on each floor of every such building and structure a conduit and outlet for portable telephones for use by the Fire Department or appropriate Fire Protection District. Each building or structure shall contain a fire alarm system covering all public areas therein, which there shall be located on each floor of every such building and structure a conduit and outlet for portable telephones for use by the Fire Department or appropriate Fire Protection District. Each building or structure shall contain a fire alarm system covering all public areas therein, which system shall minimally comply with the requirements of NFPA 72. Said system shall provide for direct supervised connections to the Fire Department or appropriate Fire Protection District and at least one floor lobby in each such building or structure. Fire alarm equipment shall be installed with the Fire Department or appropriate Fire Protection District where feasible. Each building or structure shall be provided with emergency lighting as specified in The International Building Code. Each elevator in every such building or structure shall be equipped with a key operated override control and the control panel for said elevator located on the ground floor of each building that shall contain recall controls, all acceptable to the Fire Department or appropriate Fire Protection District. The override control in each elevator shall override all elevator call devices. No elevator call device shall be sensitive to heat, water, light or smoke.

~~114.5~~ 116.5 Modifications.

The fire code official shall have the power to grant relief from or approve substitutions to any of the provisions of this fire prevention code, or any rule or

regulation incorporated therein, upon written application of any affected owner, or his duly authorized agent, when there are practical difficulties in the way of carrying out the strict letter of the code; provided that the intent of the code shall be observed, public safety secured and substantial justice done. The particulars of such modifications, when granted or allowed, and the decision of the fire code official thereon shall be entered upon the records of the department and a signed copy furnished to the applicants. If and when questions arise pertaining to the intent of any fire prevention and/or life safety requirement, the current NFPA standards shall be referred to as accepted engineering practices.

~~114.6~~ 116.6 Application of Provisions.

Except as provided elsewhere in this code, any existing building and/or structure shall be brought into compliance with all applicable provisions of this code in the following situations:

1. If the structure or building is increased in floor area or in height, the entire structure or building shall be made to conform with the requirements of this code.
2. If any portion is changed in occupancy, that portion separated by approved fire rated construction shall be made to conform with the requirements of this code.
3. If any portion is altered or remodeled in a dollar amount in excess of thirty five percent (35%) of the fair market value of the building or structure before the alteration or remodeling, the entire building structure shall be made to conform to the requirements of this code.
4. If a building or structure is damaged by fire or other cause in excess of thirty five percent (35%) of the fair market value before the damage occurred, the entire structure or building (exclusive of foundation) shall meet the requirements of the code."

District.202 GENERAL DEFINITIONS. Add the following new definitions to Section 202:

DEPARTMENT OF FIRE PREVENTION: Tri-State Fire Protection
District Fire Prevention Bureau.

DISTRICT. Tri-State Fire Protection District.

FIRE CODE OR FIRE PREVENTION CODE. The Fire Code or Fire
Prevention Code adopted by the Tri-State Fire Protection District.

INTERNATIONAL BUILDING CODE. The most current building
code adopted by the county in which a structure is located or other
such building code adopted by the county."

AMBULATORY CARE FACILITY. Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing, or similar care on a less than 24-hour basis to persons who are rendered incapable of self-preservation by the services provided or staff has accepted responsibility for care recipients already incapable. This group may include but not be limited to the following:

- Dialysis centers
- Procedures involving sedation
- Sedation dentistry
- Surgery centers
- Colonic centers
- Psychiatric centers

ATRIUM. ADD An opening connecting two three or more stories...to the beginning of the text {remaining text unchanged}

FIRE WATCH. A temporary measure intended to ensure continuous and systematic surveillance of a building or portion thereof by one or more qualified individuals or standby personnel when required by the fire code official, for the purposes of identifying and controlling fire hazards, detecting early signs of unwanted fire, raising an alarm of fire and notifying the fire department.

FIREWORKS: ADD and/or activated by ignition with a match or other heat producing Device

REPAIR GARAGES: ADD: This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement, and other such minor repairs.

HIGH-PILED COMBUSTIBLE STORAGE: ADD a second paragraph to read as follows: Any building classified as a group S Occupancy or Speculative Building exceeding 2,000 sq. ft. that has a clear height in excess of 14 feet, making it possible to be used for storage in excess of 12 feet, shall be considered to be high-piled storage. When a specific product cannot be identified (speculative warehouse), a fire protection system and life safety features shall be installed as for Class IV commodities, to the maximum pile height.

HIGH-RISE BUILDING. A building with an occupied floor located more than 75 30 feet above the lowest level of fire department vehicle access.

ADD: ***SELF-SERVICE STORAGE FACILITY.** Real property is designed and used for the purpose of renting or leasing individual storage spaces to customers for the purpose of storing and removing personal property on a self-service basis.

ADD: UPGRADED OR REPLACED FIRE ALARM SYSTEM. A fire alarm system that is upgraded or replaced includes, but is not limited to the following:

- Replacing one single board or fire alarm control unit component with a newer model
- Installing a new fire alarm control unit in addition to or in place of an existing one
- Conversion from a horn system to an emergency voice/alarm communication system
- Conversion from a conventional system to one that utilizes addressable or analog devices

The following are not considered an upgrade or replacement:

- Firmware updates
- Software updates
- Replacing boards of the same model with chips utilizing the same or newer firmware

CHAPTER 3 - GENERAL REQUIREMENTS

Section 307 Open burning, Recreational Fires and Portable Outdoor Fireplaces

Delete 307.1.1 in its entirety and in lieu thereof substitute with the following new Section 307.1.1

Section 307.1.1 Prohibited Open Burning. Open burning shall be prohibited, that is offensive or objectionable because of smoke emissions or when atmospheric conditions or local circumstances make such fires hazardous.

Delete 307.2 in its entirety and in lieu thereof substitute with the following new Section 307.2

307.2 Permit Required. A permit shall be obtained from the fire code official in accordance with Section 105.5 prior to kindling a fire for recognized silvicultural or range or wildlife management practices, prevention or control of disease or pests, or open burning. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Delete 307.3 in its entirety and in lieu thereof substitute with the following new Section 307.3

307.3 Extinguishment Authority. When open burning creates or adds to a hazardous situation, or a required permit for open burning has not been obtained, the fire code official is authorized to order the extinguishment by the permit holder, another person responsible or the fire department of open burning that creates or adds to a hazardous or objectionable situation.

307.4: Add: Also contained in Ordinance 2016-O-006 or new number.

307.4 Location. The location for open burning shall not be less than ~~50~~ 300 feet from any structure, and provisions shall be made to prevent the fire from spreading to within

~~50~~ 300 feet of any structure.

307.4.3 add exception #2 2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system.

ADD: 307.4.4 Permanent Outdoor Firepit. Permanently installed outdoor firepits for recreational fire purposes shall not be installed within 10 feet of a structure or combustible material.

Exception: Permanently installed outdoor fireplaces constructed in accordance with the International Residential Code or International Building Code.

Section 308 Open Flames

308.1.7 Sky Lanterns. A person shall not release or cause to be released an untethered/unmanned free-floating device containing an open flame or other heat source, such as but not limited to a sky lantern.

Section 311 Vacant Premises

311.2.2 Fire protection. Amend Section 311 .2.2 by deleting in their entirety the exceptions, including Subsections 1, 2 and 3.

311.5 Placards: Delete in its entirety.

Section 403 Emergency Preparedness

403.4 Group E Occupancies ADD a sentence to the end: A diagram depicting two evacuation routes shall be posted in a conspicuous location in each classroom.

Section 404 Fire Safety, Evacuation and Lockdown Plans

404.2.2 Fire Safety Plans ADD: 4.10. Fire extinguishing system controls.

Section 405 Emergency Evacuation Drills

405.5 Time.

ADD: 3. Notification of teachers/staff having supervision of light- or sound-sensitive students/occupants, such as those on the autism spectrum, for the protection of those students/occupants, shall be allowed prior to conducting a drill.

CHAPTER 5 - FIRE SERVICE FEATURES

Section 503 Fire Apparatus Access Roads

Section 503.1.1 Buildings and facilities. Amend Section 503.1 .1 by adding the following new sentences to the end of the first paragraph of this Section prior to the exceptions:

"Access roads or fire lanes for unlimited area buildings and buildings over thirty feet (30') in height may be not less than fifteen feet (15') from the buildings, unless the adjacent wall has a minimum fire resistive rating of two (2) hours. This optional design must be approved by the District. If the height of the building requires a greater setback to ladder the buildings, the distance from the building shall be as approved by the District. Access routes shall be continuous around the building. This requirement may be modified by the District where adequate building access openings and a complete fire suppression system are provided ."

ADD: 503.1.4 Required access. Approved vehicle access for firefighting and emergency response shall be provided to all construction or demolition sites. Vehicle access shall be provided to within 50 feet (15 240 mm) of temporary or permanent fire department connections. Vehicle access shall be provided by either temporary or permanent roads, capable of supporting vehicle loading under all weather conditions. Vehicle access shall be maintained until permanent fire apparatus access roads are available. When fire apparatus access roads are required to be installed for any structure or development, access shall be approved prior to the time which construction has progressed beyond completion of the foundation of any structure. Whenever the connection is not visible to approaching fire apparatus, the fire department connection shall be indicated by an approved sign.

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

Exception: Vertical clearance may be reduced; provided such reduction does not impair access by fire apparatus and approved signs are installed and maintained indicating the established vertical clearance when approved.

Section 503.2.3 Surface. Amend by adding the following new sentence to the end of the paragraph:

503.2.3 Surface. Fire apparatus access roads shall be designed and maintained to support imposed loads of 85,000 Lbs. or the heaviest fire department vehicle whichever is greater and shall be surfaced so as to provide all-weather driving capabilities.

Section 503.3 Markings. Delete this section in its entirety and in lieu thereof

substitute the following new Section 503.3.

Section 503.3 Markings. Where required by the fire code official, approved signs or other approved notices or markings that include the words NO PARKING – FIRE LANE Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. The means by which fire lanes are designated Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility. Additional signage that is required by the fire code official shall be installed and maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” and shall be 12” wide and 18” high. Signs shall be painted on a white background with letters and borders in red, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

503.4 Obstruction of Fire Apparatus Access Roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in Section 503.2.1 and 503.2.2 and any area marked as a fire lane as described in Section 503.3 shall be maintained at all times.

503.6 Security gates: Amend Section 503.6 by adding the following new sentence to the end of the paragraph:

503.6 SECURITY GATES: All security gates or barricades across access roads or driveways shall be approved by the Fire Code Official, or designee, and must be equipped and installed with an approved opticom, Knox KeySwitch, Knox box, or Knox padlock device to override all command functions and open the gates or barricades on the approach of emergency apparatus that is approved by the Fire Prevention Bureau.

Section 505 Premises Identification

505.1 Address Identification. New and existing buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 4 inches (102 mm) 6 inches (152.4 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address numbers shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road, buildings do not immediately front a street, and/or the building cannot be viewed from the public way, a monument, pole or other sign with approved 6 inch (152.4 mm) height building numerals or addresses and 4 inch (101.6 mm) height suite/apartment numerals of a color contrasting with the background of the building or other approved means shall be used to identify the structure. Numerals or addresses shall be posted on a minimum 20 inch (508 mm) by 30 inch (762 mm) background on border. Address identification shall be maintained. Exception: R-3 Single Family occupancies shall have approved numerals of a minimum 3 ½ inches (88.9 mm) in height and a color contrasting with the background clearly visible and legible from the street fronting the property and rear alleyway where such alleyway exists.

Section 506 KEY BOXES.

Section 506.1 Where required. Amend Section 506.1 by adding the following new sentence to the end of the paragraph:

"All buildings or tenant spaces are required to install an approved Rapid Entry Box(es) in an accessible location approved by the fire code official. All key boxes shall be a Knox rapid entry box. Any other box shall be replaced with a Knox box effective January 1, 2026.

Exception: Key boxes are not required for single-family detached dwellings."

506.1.1 LOCKS (AMEND)

An approved lock shall be installed on gates or similar barriers where required by the fire code official, or designee, and must be equipped and installed with an approved Knox Key Switch, Knox box or Knox padlock device that is approved by the Fire Prevention Bureau.

New Sections 506.3, 506.4, 506.5 and 506.6. Add the following new Sections 506.3, 506.4, 506.5, and 506.6 after Section 506.2:

"Section 506.3 Alarms. At the request of the owner or lessee, the fire code official shall permit them to install a key box tamper switch

connected to the building's burglar alarm system only. Rapid entry box(es) shall be installed in all commercial buildings. The type, number and location of required rapid entry box(es) shall be approved by the fire code official.

Section 506.4 Type of key box. The type of key box approved for use by the Tri-State Fire Protection District is the Knox box brand key vault/rapid entry system. The Tri-State Fire Protection District shall be in complete control of key box and rapid entry system authorization and operation. The Tri-State Fire Protection District shall not be required to purchase or sell any key box or rapid entry system products. The use of residential boxes shall not be allowed on any commercial building.

506.5 LOCATION AND NUMBER: The location of the Knox box shall be approved by the Fire Code Official, or designee. The Knox box shall be mounted at a maximum height of five (5) feet above grade in which a person can stand on without any assistance or such locations as approved by the Fire Code Official. The total number of Knox boxes required shall be determined by the Fire Code Official.

506.6 KEYS: Key boxes shall contain such keys and other items necessary to provide District access to the building at locked points of ingress and egress whether on the interior or exterior of such building, to building systems, controls and devices, such as but not limited to: fire alarm systems, automatic sprinkler systems; elevator controls, electrical rooms and mechanical rooms.

Section 507 Fire Protection Water Supplies

Section 507.5.1 Where required. Delete Section 507.5.1 in its entirety and in lieu thereof substitute the following new Section 507.5.1:

"Section 507.5.1 Where required. Fire hydrants shall be installed in accordance with the following:

- a. Fire hydrants shall be located along public streets, fire lanes, or access routes so that no portion of the building perimeter will be over two hundred fifty feet (250') from a public fire hydrant. Where this is not possible, hydrants shall be placed along the access route at such locations as approved by the fire code official.
- b. In apartments, town houses, condominiums, town/row or cluster housing areas where streets or parking lots dead end, hydrants shall be placed along the access route at such locations as approved by

the Fire Protection District, DuPage County Water Commission, and the Building Official.

c. At least two (2) fire hydrants shall be located within two hundred fifty feet (250') of the building.

d. Hydrants should be so located that:

i. Hydrants will be located approximately ten feet (10') from all-weather roadways. If this cannot be done, the closest part of the hydrant shall be set back a minimum of two feet (2') from the back of curb.

ii. Hydrants shall not be located closer than twenty-five feet (25') to a building nor more than ~~Seventy-Five (75')~~ **One Hundred (100')** from a fire department connection.

iii. Access to fire hydrants shall be by means of all-weather roadways adequate in width, clearance and strength for firefighting purposes. Such routes including private roadways, shall be maintained accessible during all seasons of the year.

iv. Fire hydrant outlets shall be a minimum of Eighteen (18) inches and no more than Thirty-Six (36) inches above the finished grade.

e. Fire hydrants used in conjunction with water supplies shall meet the standards of the American Water Works Association standard no. C-502, and shall have two (2) two and one-half inch (2 ½") outlets and one (1) four and one-half inch (4 ½") outlet with auxiliary gate valves on the hydrant branch line. Threads shall be American National Standard. Pumper outlets shall face roadways.

f. Fire hydrants shall be protected from accidental damage by approved methods when located in areas subject to vehicular damage.

507.4 Water Supply Test Date and Information. The water supply test used for hydraulic calculation of fire protection systems shall be conducted in accordance with NFPA 291 "Recommended Practice for Fire Flow Testing and Marking of Hydrants" and within one year of sprinkler plan submittal. The fire code official shall be notified prior to the water supply test. Water supply tests shall be witnessed by the fire code official, as required or. The exact location of the static/residual hydrant and the flow hydrant shall be indicated on the design drawings. All fire protection plan submittals shall be accompanied by a hard copy of the waterflow test report, or as approved by the fire code official. The report must indicate the dominant water tank level at the time of the test and the maximum and minimum operating levels of the tank, as well, or identify applicable water supply fluctuation. The licensed contractor must then design the fire protection system based on this fluctuation information, as per the applicable referenced NFPA standard. Reference Section 903.3.5 for additional design.

507.5.1.1 Hydrant for standpipe systems. Delete Section 507.5.1.1 in its entirety and in lieu thereof substitute the following new Section 507.5.1.1:

~~"507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe system installed in accordance with Section 905 shall have a fire hydrant within seventy-five (75) feet of the fire department connections."~~

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. Posts, fences, vehicles, growth, trash, trash enclosure, storage and other materials or objects shall not be placed or kept near fire hydrants, fire department inlet connections or fire protection system control valves in a manner that would prevent such equipment or fire hydrants from being immediately discernible. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants requirements.

SECTION 509 Fire Protection and Utility Equipment Identification and Access

509.1.2 Sign Requirements. Unless more stringent requirements apply, lettering for signs required by this section shall have a minimum height of 2 inches (50.8 mm) when located inside a building and 4 inches (101.6 mm) when located outside, or as approved by the fire code official. The letters shall be of a color that contrasts with the background.

Section 509.3 Amend by adding the following new Section 509.3.

509.3 Access to fire equipment: In multiple single-family dwellings where there is no common area, fire alarm panels and sprinkler system valves shall be located in a room accessible only to fire district personnel from the exterior of the building. The fire department shall have access at any time to such equipment without entering an individual dwelling unit.

Chapter 6 Building Services and Systems

Section ~~606~~ 604 Elevator Operation, Maintenance and Fire Service Keys

~~606.1~~ 604.2 Emergency operation. Amend 604.2 by adding the following new sentence to the end of the paragraph:

All required emergency elevator phones shall directly dial a phone number that is monitored by an agency 24/7 and has the ability to monitor and contact the Dispatch Center that dispatches for Tri-

State Fire Protection District.

~~606.8.5~~ **604.8** Elevator Car Size: Amend by adding the following new Section
~~606.8.5.~~ 604.8.

~~606.8.5~~ **604.8** Elevator Car Size: Add a new section 604.8 to Section 604 as follows:
All buildings equipped with an elevator for use by tenants shall be equipped for fire department emergency access to all floors. The size of the elevator car shall be of such a size and arrangement to accommodate a ~~Thirty-two (32")~~ **Twenty-four (24") inch by Eighty-three four (84")** inch ambulance stretcher in the horizontal open position. When there are a number of elevators provided, only one has to meet this requirement. The requirement specified in Chapter 30 of the International Building Code shall not be used to eliminate this requirement. This requirement does not pertain to elevator cars in detached single family dwellings.

Section 605 Fuel-Fired Appliances

605.4 Fuel oil storage systems. Fuel oil storage systems shall be installed and maintained in accordance with this code. Tanks and fuel-oil piping systems shall be installed in accordance with Chapter 13 of the International Mechanical Code and Chapter 57 of IFC.

605.4.1 Fuel oil storage in outside, above-ground tanks. Where connected to a fuel-oil piping system, the maximum amount of fuel oil storage allowed outside above ground without additional protection shall be 660 gallons (2498 L). The storage of fuel oil above ground in quantities exceeding 660 gallons (2498 L) shall comply with NFPA 31 and Chapter 57 of IFC.

605.4.1.1 Approval. Outdoor fuel oil storage tanks shall be in accordance with UL 80, UL 142 or UL 2085, and also listed as double-wall/secondary containment tanks.

605.4.2.2 Quantity limits. One or more fuel oil storage tanks containing Class II or III combustible liquid shall be permitted in a building. The aggregate capacity of all tanks shall not exceed the following:

1. 660 gallons (2498 L) in unsprinklered buildings, where stored in a tank complying with UL 80, UL 142 or UL 2085 and also listed as a double-wall/secondary containment tank for Class II liquids.

CHAPTER 8 INTERIOR FINISH, DECORATIVE MATERIALS AND FURNISHINGS

Section 806 Natural Decorative Vegetation in New and Existing Buildings

806.1.1 Restricted occupancies. Delete Section 806.1.1 in its entirety and in lieu thereof substitute with the following new Section 806.1.1:

806.1.1 Restricted occupancies. Natural cut trees shall be prohibited within ambulatory care facilities and Group A, S, E, I-1, I-2, I-3, I-4, M, R-1, R-2 and R-4 occupancies. Exceptions are deleted.

Section 807 Decorative Materials and Artificial Decorative Vegetation in New and Existing Buildings

807.5.2.2 Artwork in Corridors. Artwork and teaching materials shall be limited on the walls of corridors to not more than 20 percent of the wall area. Such materials shall not be continuous from floor to ceiling or wall to wall. Curtains, draperies, wall hangings, and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

807.5.2.3 Artwork in Classrooms. Artwork and teaching materials shall be limited on walls of classrooms to not more than 20 percent of the specific wall area to which they are attached. Curtains, draperies, wall hangings and other decorative material suspended from the walls or ceilings shall meet the flame propagation performance criteria of NFPA 701 in accordance with Section 807 or be noncombustible.

CHAPTER 9 Fire Protection and Life Safety Systems

Section 901 General

Section 901.4 ~~Installation~~. **Fire Protection and Life Safety Systems** Delete Section 901.4 in its entirety and in lieu thereof substitute with the following new Section 901.4 and subsections 901.4.1, 901.4.2, 901.4.3, 901.4.4, 901.4.5, 901.4.6, and **901.4.7** to remain in effect:

901.4 ~~Installation~~ **Fire Protection and Life Safety Systems:**

Fire protection systems shall be maintained in accordance with the original installation standards for that system. Required fire protection systems shall be extended, altered, or augmented as necessary to maintain and continue protection whenever the building is altered, remodeled or added to. Additions, alterations or repairs to any building or structure shall conform with the requirements of the Code for new construction. Additions or alterations shall not be made to an existing building or structure which will cause the existing building or structure to be in violation of

any provisions of this Code. Portions of the structure not altered and not affected by the alteration are not required to comply with the Code's requirements for a new structure unless that portion of the alteration exceeds 25% of the total fire area of the existing structure. The provisions of Chapter 33 of the International Building Code shall not be used to eliminate the installation of any fire protection systems.

Section 901.5 Administration of Installation acceptance testing. Amend by adding the following new sentence to the end of the paragraph:

... The Fire Code Official, or designee, shall be notified at least forty eight (48) hours prior to schedule any required acceptance testing.

Section 901.6 Inspection Testing and Maintenance

ADD 901.6.1.1 Standpipe Testing. Building owners/managers must maintain and test standpipe systems as per NFPA 25 requirements. The following additional requirements shall be applied to the testing that is required every 5 years:

1. The piping between the Fire Department Connection (FDC) and the standpipe shall be backflushed or inspected by approved camera when foreign material is present or when caps are missing, and also hydrostatically tested for all FDC's on any type of standpipe system. Hydrostatic testing shall also be conducted in accordance with NFPA 25 requirements for the different types of standpipe systems.
2. For any manual (dry or wet) standpipe system not having an automatic water supply capable of flowing water through the standpipe, the tester shall connect hose from a fire hydrant or portable pumping system (as approved by the fire code official) to each FDC, and flow water through the standpipe system to the roof outlet to verify that each inlet connection functions properly. Confirm that there are no open hose valves prior to introducing water into a dry standpipe. There is no required pressure criteria at the outlet. Verify that check valves function properly and that there are no closed control valves on the system.
3. Any pressure relief, reducing, or control valves shall be tested in accordance with the requirements of NFPA 25. All hose valves shall be exercised.
4. If the FDC is not already provided with approved caps, the contractor shall install such caps for all FDC's as required by the fire code official.
5. Upon successful completion of standpipe test, place a service tag at the bottom of each standpipe riser in the building. The tag shall be check-marked as for Type of ITM, and the note on the back of the tag shall read "5 Year Standpipe Test" at a minimum.
6. Any deficiencies noted during the testing, including the required notification of the local Authority Having Jurisdiction (fire code official) shall be followed.
7. Additionally, records of the testing shall be maintained by the owner and contractor, if applicable, as required by NFPA 25.
8. Standpipe system tests where water will be flowed external to the building shall not

be conducted during freezing conditions or during the day prior to expected night time freezing conditions.

9. Contact the fire code official for requests to remove existing fire hose from Class II and III standpipe systems where employees are not trained in the utilization of this firefighting equipment. All standpipe hose valves must remain in place and be provided with an approved cap and chain when approval is given to remove hose by the fire code official.

ADD 901.6.4 False Alarms and Nuisance Alarms. False alarms and nuisance alarms shall not be given, signaled or transmitted or caused or permitted to be given, signaled or transmitted in any manner.

Section 901.7 Systems out service. Delete Section 901.7 and add:

Where a required fire protection system is out of service or in the event of an excessive number of activations, the fire department and the fire code official shall be notified immediately and, where required by the fire code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service.

Where utilized, fire watches shall be provided with not less than one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires. In all cases automatic fire suppression and alarm systems shall not be out of service for more than eight (8) hours without express consent of the Fire Code Official.

Exception: Facilities with an approved notification and impairment management program. The notification and impairment program for water-based fire protection systems shall comply with NFPA 25.

Section 903 Automatic Sprinkler Systems

Amend 903.1.1 Alternative Protection. Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in addition to automatic sprinkler protection where recognized by the applicable standard, or as approved by the fire code official.

Section 903.2.1 Group A. Delete Section 903.2.1.1 through 903.2.1.5 and in lieu thereof substitute with the following new Section 903.2.1:

Section 903.2.1 Group A. An automatic sprinkler system shall be provided throughout all buildings containing a Group A occupancy of 2,000 square feet or greater.

Exceptions:

1. Areas used exclusively as participant sport areas where the main floor areas located at the same level as the level of exit discharge of the main entrance and exit.
2. Only concession stands, retail areas, press boxes, **spaces under grandstands or bleachers** And other accessory use areas in Group A-5 with an area greater than 1,000 square feet shall be required to be provided with an automatic sprinkler system.
3. Where the Group A fire area is located on a floor other than a level of exit discharge serving such occupancies.

Section 903.2.1.1 Group A-1. Delete Section 903.1.1.1 in its entirety.

Section 903.2.1.2 Group A-2. Delete Section 903.2.1.2 in its entirety.

Section 903.2.1.3 Group A-3. Delete Section 903.2.1.3 in its entirety.

Section 903.2.1.4 Group A-4. Delete Section 903.2.1.4 in its entirety.

Section 903.2.1.5 Group A-5. Delete Section 903.2.1.5 in its entirety.

Section 903.2.2.1 Ambulatory care facilities. Delete Section 903.2.2.1 in its entirety and in lieu thereof substitute with the following new Section 903.2.2.1:

Section 903.2.2.1 Ambulatory care facilities. An automatic sprinkler system shall be provided throughout all buildings containing a Group B occupancy of 2,000 square feet or greater and ambulatory care facilities where one or more care recipients are incapable of self-preservation.

Section 903.2.3 Group E. Delete Section 903.2.3 in its entirety, **including Subsections 1, 2, and 3,** and in lieu thereof substitute with the following new Section 903.2.3:

903.2.3 Group E. An automatic sprinkler system shall be provided throughout all buildings containing a Group E occupancy.

Section 903.2.4 Group F-1. Delete Section 903.2.4 in its entirety, **including subsections 1, 2, 3, 4 and 5,** and in lieu thereof substitute with the following new Section 903.2.4:

903.2.4 **Group F-1.** An automatic sprinkler system shall be provided throughout all buildings containing a **Group F-1** occupancy of 2,000 square feet or greater.

Section 903.2.4.1 Woodworking operations. Delete in its entirety and in

lieu thereof substitute with the following new Section 903.2.4:

~~903.2.4.1 Woodworking operations. An automatic sprinkler system shall be provided throughout all Group F-1 occupancy fire areas that contain woodworking operations in excess of 2,000 square feet (232 m²) in area that generate finely divided combustible waste or use finely divided combustible materials.~~

Section 903.2.5.1 General. Delete Section 903.2.5.1 in its entirety and in lieu thereof substitute with the following new Section 903.2.5.1:

903.2.5.1 General. An automatic sprinkler system shall be provided throughout all buildings containing a Group H occupancy.

Section 903.2.6 Group I. Delete Section 903.2.6 in its entirety including the exceptions 1, 2, and 3, and in lieu thereof substitute with the following new Section 903.2.7:

903.2.6 Group I. An automatic sprinkler system shall be provided throughout all buildings containing a Group F-1 occupancy of 2,000 square feet or greater. Delete all exceptions.

Section 903.2.7 Group M. Delete Section 903.2.7 in its entirety and in lieu thereof substitute with the following new Section 903.2.7:

903.2.7 Group M. An automatic sprinkler system shall be provided throughout buildings containing a Group M occupancy of 2,000 square feet or greater ~~or where a Group M occupancy is used for the display and sale of upholstered furniture or mattresses.~~

903.2.7.1 High-piled storage.

~~An automatic sprinkler system shall be provided as required in Chapter 32 in all buildings of Group M where storage of merchandise is in high-piled or rack storage arrays.~~

903.2.7.2 Group M upholstered furniture or mattresses.

~~An automatic sprinkler system shall be provided throughout a Group M fire area where the area used for the display and sale of upholstered furniture or mattresses exceeds 2,000 square feet (464 m²).~~

903.2.7.3 Lithium-ion or lithium metal battery storage.

~~An automatic sprinkler system shall be provided in a room or space within a Group M~~

occupancy where required for the storage of lithium-ion or lithium metal batteries by Section 320 or Chapter 32.

903.2.8 Group R. Amend Section 903.2.8 by adding the following new sentences to the end of the paragraph:

An automatic sprinkler system shall be installed in accordance with Section 903.3 shall be provided throughout all buildings containing a Group R fire area of 2,000 square feet or greater.

Excluded from this section are single family dwellings and multi-family dwellings less than 4 units.

Section 903.2.9 Group S-1. ~~Delete~~ Amend Section 903.2.9 in its entirety, including subsections 1, 2, 3, and 4, and in lieu thereof substitute with the following new Section 903.2.9:

903.2.9 Group S-1. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-1 occupancy of 2,000 square feet or greater. 2-1/2" fire hose valves shall be required in all storage occupancies with maximum travel distance of 150' to reach all areas of storage and located at man doors plus as needed in other locations in the building to achieve the coverage noted above. Calculate based on 150psi at FDC to yield 100psi at most remote hose valve with 250gpm flowing - accumulate flow at 250gpm for each additional hose valve to a maximum of 1,000gpm if fully sprinklered building - 1,250gpm if not. Control valves shall be required on branch lines feeding hose valves when the branch line exceeds 40'. Hose valve systems in these one story type storage occupancies shall be on a separate riser with control valve and flow switch.

Exception 5: A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m²).

Section 903.2.9.1 Repair garages. ~~Delete~~ Amend Section 903.2.9 in its entirety and in lieu thereof substitute with the following new Section 903.2.9.1:

903.2.9.1 An automatic sprinkler system shall be provided throughout all buildings used as repair garages of 2,000 square feet or greater.

Exception 5: A Group S-1 fire area used for the storage of lithium-ion or lithium metal powered vehicles where the fire area exceeds 500 square feet (46.4 m²).

903.2.9.2 Bulk Storage of Tires Delete Section 903.2.9.2 in its entirety and in lieu thereof substitute with the following new Section 903.2.9.2:

903.2.9.2 An automatic sprinkler system shall be provided throughout all buildings used as repair garages of 2,000 square feet or greater.

Amend 903.2.9.4 Group S-1 upholstered furniture and mattresses.

An automatic sprinkler system shall be provided throughout a Group S-1 fire area where the area Used for the storage of upholstered furniture or mattresses exceeds 2,000 square feet (232 m²).

Exception: Self-service storage facilities not greater than one story above grade plane where all storage spaces can be accessed directly from the exterior.

Section 903.2.10 Group S-2. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.10:

Section 903.2.10 Group S-2. An automatic sprinkler system shall be provided throughout all buildings containing a Group S-2 occupancy of 2,000 square feet or greater or where enclosed parking garages are located beneath other groups. 2-1/2" fire hose valves shall be required in all storage occupancies with maximum travel distance of 150' to reach all areas of storage and located at man doors plus as needed in other locations in the building to achieve the coverage noted above. Calculate based on 150psi at FDC to yield 100psi at most remote hose valve with 250gpm flowing - accumulate flow at 250gpm for each additional hose valve to a maximum of 1,000gpm if fully sprinklered building - 1,250gpm if not. Control valves shall be required on branch lines feeding hose valves when the branch line exceeds 40'. Hose valve systems in these one-story type storage occupancies shall be on a separate riser with control valve and flow switch.

Section 903.2.10.1 Commercial parking garages. Delete in its entirety and in lieu thereof substitute with the following new Section 903.2.10.1:

"903.2.10.1 Commercial parking garages: An automatic sprinkler system shall be provided throughout all buildings used as parking garages of 2,000 square feet or greater."

New Section 903.2.10.3 Group U. Add a new Section 903.2.10.3 after 903.2.10.2 as follows:

903.2.10.3 Group U. An automatic sprinkler system shall be provided throughout all buildings containing a Group U occupancy of 2,000 square feet or greater.

Exceptions:

1. A structure built solely as an accessory to a single-family residential building.
2. A barn or stable predominantly for the care of animals.
3. A structure without walls, doors or ceiling.

Section 903.2.10.4 Mezzanines. Add a new section 903.2.10.4 after new section 903.2.10.3 as follows:

903.2.10.4 Mezzanines: All mezzanines in a sprinklered building or located in occupancy shall be protected above and below the mezzanine deck by the building's automatic sprinkler system.

903.2.11.3 Buildings 55 feet or more in height. Delete in its entirety and in lieu of substitute with the following new section 903.2.11.3:

903.2.11.3 Buildings 30 feet or more in height. An automatic sprinkler system shall be installed throughout buildings that have one or more stories, other than penthouses in compliance with Section 1511 of the International Building Code, located 30 feet or more above the lowest level of fire department vehicle access, measured to the finished floor.

Amend Section 903.2.11 by adding the following sections:

903.2.11.7 High-Piled Combustible Storage. For any building with a clear height exceeding 12 feet (4572 mm), see Chapter 32 to determine if those provisions apply.

903.2.11.8 Spray Booths and Rooms. New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

903.2.11.9 Buildings Over 2,000 sq. ft. An automatic sprinkler system shall be installed throughout all buildings with a building area 2,000 sq. ft. or greater and in all existing buildings. For the purpose of this provision, fire walls shall not define separate buildings.

903.3.1.1.1 Exempt Locations. Delete in its entirety and amend 903.1.1.1

When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such rooms or areas are protected with an automatic fire detection system in accordance with Section 907.2 that will respond to visible or invisible particles of combustion. Sprinklers shall not be omitted from a room merely because it is damp, of fire resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, where approved by the fire code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the

remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire resistance rating of not less than 2 hours.

4. Elevator machine rooms, and machinery spaces, and hoistways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.

903.3.1.2.1 Balconies and decks. Amend Section 903.3.1.2.1 to add the following condition:

3. Buildings that are more than 30' in height or more than 3 stories.

903.3.1.2.2 Corridors and balconies in the means of egress. Delete in its entirety and in lieu thereof

substitute with the following new Section 903.3.1.2.2:

903.3.1.2.2 Corridors and balconies in the means of egress. Sprinkler protection shall be provided in all corridors and for all balconies in the means of egress.

903.3.1.2.3 Attics Amend subsection #3 to state:

3. Attic spaces of buildings that are three or more stories in height above grade plane or above the lowest level of fire department vehicle access.

Add the following section:

903.3.1.4 Freeze protection. Freeze protection systems for automatic fire sprinkler systems shall be in accordance with the requirements of the applicable referenced NFPA standard and this section.

Add the following section:

903.3.1.4.1 Attics. Only dry-pipe, preaction, or listed antifreeze automatic fire sprinkler systems shall be allowed to protect attic spaces.

Exception: Wet-pipe fire sprinkler systems shall be allowed to protect non-ventilated Attic spaces where:

1. The attic sprinklers are supplied by a separate floor control valve assembly to allow ease of draining the attic system without impairing sprinklers throughout the rest of the building, and
2. Adequate heat shall be provided for freeze protection as per the applicable referenced NFPA standard, and
3. The attic space is a part of the building's thermal, or heat, envelope, such that insulation is provided at the roof deck, rather than at the ceiling level.

Add the following section:

903.3.1.4.2 Heat trace/insulation. Heat trace/insulation shall only be allowed where approved by the fire code official for small sections of large diameter water-filled pipe.

Section 903.3.5; add a second paragraph to read as follows:

Water supply as required for such systems shall be provided in conformance with the

supply requirements of the respective NFPA standards; however, every water-based fire protection system shall be designed with a 20 psi safety factor. Reference Section 507.4 for additional design requirements.

903.3.6 Hose threads. Amend Section 903.3.6 by adding the following new sentence to the end of the paragraph:

..., flexible sprinkler drops shall not be allowed- all piping shall be hard piped

903.4 Sprinkler system supervision and alarms. Amend by adding the following new sentences to the end of the paragraph:

~~...all valves controlling the water supply for automatic sprinkler systems and water flow switches on all sprinkler systems shall be electrically supervised. No chains & locks will be allowed.~~

Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a trouble signal at the central station upon tampering. No chains or locks will be allowed.

Section 904 Alternative Automatic Fire Extinguishing Systems

904.3.4.1- 2Monitoring. Amend by adding the following new sentence to the end of the paragraph:

... wireless transmission of fire alarm signals which manually or automatically retransmit trouble, supervisory and full fire alarm signals to an Approved Central Station Center that is monitored 24/7.

Add: Section 903.4.2; add second paragraph to read as follows and delete the exception: The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating with a red lens, installed above the fire department connection at a height approved by the Fire Prevention Bureau.

905.3 Required installations. Amend by adding the following new sentence to the end of the paragraph:

... standpipes shall be required in all buildings over two (2) stories. Locate firehose valves at intermediate landings plus at first floor landing. And when stairwells provide roof access then hose valve required at floor landing of highest floor, but if no roof access in stairwells then extend at least one (1) hose valve thru to the roof level unless roof slope exceeds 3 in 12. All standpipes shall be

equipped with 2-1/2" hose valves with a 2-1/2" x 1-1/2" reducer and cap.

Section 905.3.1 Height: Amend Section 905.3.1 by adding the following new sentence to the end of the paragraph:

Class I standpipe systems shall also be installed throughout buildings where the floor level of the highest story is 2 stories with 25 foot corridors in length and all buildings which are 4 stories in height, including penthouses. All standpipes shall be equipped with 2-1/2" hose valves with a 2-1/2" x 1-1/2" reducer and cap.

~~905.3.4.1~~ 905.3.8 Hose and cabinet. Add the following new Section ~~905.3.4.1~~ 905.3.8

~~905.3.4.1~~ 905.3.8 Locate firehose valves at intermediate landings plus at first floor landing. And when stairwells provide roof access then hose valve required at floor landing of highest floor, but if no roof access in stairwells then extend at least one (1) hose valve thru to the roof level unless roof slope exceeds 3 in 12. All firehose valves shall be equipped with 2-1/2" hose valves with a 2-1/2" x 1-1/2" reducer and cap.

905.4 Location of Class 1 standpipe hose connections. Add a sentence at the end:
7. When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at ONE HUNDRED AND FIFTY feet (150') intervals along major corridors thereafter, or as otherwise approved by the fire code official.

905.8 Dry standpipes. Add the following sentence to the end of the exception:
Dry standpipes shall not be installed.

Exception: Where subject to freezing and in accordance with NFPA 14. Additionally, manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low TROUBLE alarm.

Section 905.9 Valve supervision; add a second paragraph after the exceptions to read as follows:
Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a TROUBLE signal at the central station upon tampering.

Section 906 Portable Fire Extinguishers. Amend by adding the following new sentence to the end of the paragraph:

906.1 Where required. Portable Fire Extinguishers shall be installed

in all occupancy groups and have a minimum of one fire extinguisher located within 5 feet of each exterior door and within 5 feet of exit stairwells on upper floors. All other areas shall have extinguishers installed in accordance with this section, NFPA 10, or where required by the Fire Code Official.

Section 906.1(1); delete Exception 3 as follows:

3. In storage areas of Group S occupancies where forklift, powered industrial truck or powered cart operators are the primary occupants, fixed extinguishers, as specified in NFPA 10, shall not be required where in accordance with all of the following:

3.1. Use of vehicle-mounted extinguishers shall be approved by the fire code official.

3.2. Each vehicle shall be equipped with a 10-pound, 40A:80B:C extinguisher affixed to the vehicle using a mounting bracket approved by the extinguisher manufacturer or the fire code official for vehicular use.

3.3. Not less than two spare extinguishers of equal or greater rating shall be available onsite to replace a discharged extinguisher.

3.4. Vehicle operators shall be trained in the proper operation, use and inspection of extinguishers.

3.5. Inspections of vehicle-mounted extinguishers shall be performed daily.

Section 906.3 Size and Distribution: Amend by adding the following new sentence to the end of the paragraph:

...The minimum size fire extinguisher for use in all occupancy groups shall be 2A10BC and a minimum weight of five pounds. All other applications shall be in accordance with the provisions of this section, NFPA 10, or where required by the Fire Code Official.

Section 907 Fire Alarm and Detection Systems:

Section 907.1.2 Fire alarm shop drawings. Amend by adding the following new sentence to the end of the paragraph:

...Two (2) sets of stamped drawings shall be submitted **electronically unless approved by AHJ.**

Section 907.1.3 Equipment. Amend by adding the following new sentence to the end of the paragraph:

907.1.3 Equipment. All fire alarm control panels or annunciators installed in all occupancy groups shall be addressable, key operated, and shall not require any code of any type. All fire alarm control panels and annunciators shall be equipped with the ability to be locked out and a key provided.

907.1.4 Design Standards. Where a new fire alarm system is installed, the devices shall be addressable. Fire alarm systems utilizing more than 10 smoke detectors shall have

analog initiating devices.

Section 907.2 Where required—new buildings and structures. Amend by adding the following new sentences to the end of the paragraph:

a) An approved manual, automatic, or manual and automatic fire alarm system shall be provided in new buildings and structures in accordance with Sections 907.2.1 through 907.2.23. In all cases an approved automatic fire alarm system shall be provided in buildings of Use Groups A, B, E, F, H, I, M, R-1, R-2, R-3 (where over and under or side-by-side construction is employed), and all buildings of mixed use, regardless of size, and all other principal buildings and individual uses over one (1) story in height or over two thousand (2,000) square feet in area, except Use Group R-4. Where automatic sprinkler protection installed in accordance with Section 903.3.1.1 or 903.3.1.2 is provided and connected to the building fire alarm system, automatic heat detection required by this section shall not be required.

b) An approved automatic fire detection system shall be installed in accordance with the provisions of this code and NFPA 72.

Devices, combinations of devices, appliances and equipment shall comply with Section 907.1.2. The automatic fire detectors shall be smoke detectors, except that an approved alternative type of detector shall be installed in spaces such as boiler rooms where, during normal operation, products of combustion are present in sufficient quantity to actuate a smoke detector.

c) Where automatic sprinklers provide protection to an area, approved flow and tamper switches interconnected to the fire alarm system shall be provided.

Delete Section 907.2.1 Group A Delete this section in its entirety and in Lieu thereof substitute the following new Section 907.2.1

907.2.1 Group A. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group A occupancies having an occupant load of 300 or more persons, or where the occupant load is more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.10 of the International Building Code shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for

the Group E occupancy.

Delete Exception #1:

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

Section 907.2.3; change to read as follows:

907.2.3 Group E. A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

Exceptions:

1. {No change.}

ADD 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 ½ or less years of age, see Section 907.2.6.)

{No change to remainder of exceptions.}

Section 907.2.8.2 Automatic smoke detection system. Amend by adding the following new Sections 907.2.8.2.1 and 907.2.8.2.2:

Section 907.2.8.2.1. Heat detectors. Heat detectors shall be provided on every floor and in all generally unattended areas such as storage rooms, garages, elevator shafts, laundry rooms, furnace rooms, basements, attic spaces, crawl spaces and similar areas. At least one (1) shall be provided in each living unit near the bedrooms. "Rate of Rise" type heat detectors are not permitted in this application.

Section 907.2.8.2.2. Detectors within Mean of Egress components. Smoke detectors shall be provided in all stairways, exit access hallways and exit passageways.

Section 907.2.10.1; Public and self storage occupancies change to read as follows:

907.2.10.1 Group S. A manual fire alarm system that activates the occupant notification system in accordance with Section 907.5 shall be installed in Group S public- and self-

storage occupancies for interior corridors and interior common areas. Visible notification appliances are not required within storage units.

Section 907.2.13, High rise buildings

Exception #3; change to read as follows:

3. Open air portions of buildings with an occupancy in Group A-5 in accordance with Section 303.1 of the International Building Code; however, this exception does not apply to accessory uses including but not limited to sky boxes, restaurants, and similarly enclosed areas.

Section 907.2.24: Fire alarm and detection systems for townhouses

Amend Section 907 by adding the following new section 907.2.24 after section 907.2.23.

Section 907.2.24:

shall be installed in multiple single-family dwellings (townhouses), if the building or structure contains ~~two (2)~~ three (3) or more units. All fire alarm and detection systems shall be listed and installed in accordance with the provisions of NFPA 72, the IBC 2018-2024, and the IFC 2018-2024.

Section 907.4 Initiating devices

ADD Section 907.4.2.7; add to read as follows:

907.4.2.7 Type. Manual alarm initiating devices shall be an approved double action type.

Section 907.5 Occupant notification systems. Amend by adding the following:

Section 907.5.2.2.5 Emergency Power: All fire alarm control equipment shall have ~~Seventy-Two (72)~~ Sixty (60) hours of standby and five (5) minutes of alarm current for secondary power battery standby.

Section 907.6 Installation and monitoring.

Section 907.6.1 Wiring. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.6.1:

Section 907.6.1 Wiring. Wiring shall comply with the requirements of the National Electrical Code ~~2018~~ 2023 edition, NFPA 70, and NFPA 72. Wireless protection systems utilizing radio-frequency transmitting devices shall comply with the special requirements for supervision of low-power wireless systems in NFPA 72. All fire alarm wiring shall be installed in conduit on all construction except in accessible ceiling

areas and in open areas more than eight foot (8') above the adjacent finished floor where the threat of physical damage does not exist. The installation methods shall allow for easy removal and replacement of each device. All work shall be installed in a professional neat and orderly manner

ADD 907.6.1.1 Wiring Installation. All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from a signaling line circuit interface device may be wired Class B, provided the distance from the interface device to the initiating device is ten feet or less.

Section 907.6.2 Power supply. Amend by adding the following sentence:

... All fire alarm control equipment shall have ~~Seventy-Two (72)~~ sixty (60) hours of standby and five (5) minutes of alarm current for secondary power battery standby.

Section 907.6.3; Initiating device identification
delete all four Exceptions.

Section 907.6.4 Zones. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.6.4:

Section 907.6.4 Zones. Except as otherwise approved by the fire official and/or building official, each floor shall be zoned separately and a zone shall not exceed 10,000 square feet. The length of any zone shall not exceed 100 feet in any direction. Automatic sprinkler system zones shall not exceed the area permitted by NFPA 13. Separate zoning for devices shall be provided as required by NFPA 72.

Section 907.6.4.1 Zoning indicator panel. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.7.3.1:

Section 907.6.4.1 Zoning indicator panel. A zoning indicator/fire alarm control panel and the associated controls shall be provided in an approved location. All zoning indicator/fire alarm control panels shall be located within climate controlled enclosures. It shall be prohibited to install a zoning indicator/fire alarm control panel directly upon the outside exterior walls of a structure. The visual zone indication shall lock in until the system is reset and shall not be canceled by the operation of an audible-alarm silencing switch.

Section 907.6.6 Monitoring. Delete this section in its entirety and in lieu thereof substitute the following new Section 907.6.6.

Section 907.6.6 Monitoring. All fire protection systems shall transmit all alarm signals to the dispatch center serving Tri-State Fire Protection District, which may be routed through any UL approved central receiving station. All required fire alarm systems shall transmit alarm, trouble, and where specially permitted, supervisory signals (specifically where only allowed by the fire official). Installation shall be in accordance with NFPA 72.

Section 907.6.6.1 ~~Automatic telephone dialing devices~~ Transmission of alarm signals. Delete in its entirety and in lieu thereof substitute with the following new Section 907.6.6.1

~~Section 907.6.6.1 Automatic telephone dialing devices~~ Transmission of alarm signals. Existing automatic telephone dialing devices, used to transmit a fire protection system signal, shall be converted to a wireless signal device, or most current monitoring method when repair of the system requires new signal equipment or disconnected systems are placed back into service, unless otherwise approved by the Fire Code Official. Transmission of alarm signals to a supervising station shall be in accordance with NFPA 72. Cellular transmission of signals is not allowed. Signal transmission to the central station shall be via mesh wireless radio.

Section 908 Emergency Alarm Systems. Amend by adding the following new sentence to the end of Section 908.1:

Section 908.1 Group H Occupancies: Emergency alarms for the detection and notification of an emergency condition in Group H occupancies shall ~~he be provided as required in Chapter 27 of the~~

~~International Fire Code 2018 edition~~. All required alarms shall be installed and maintained in accordance with NFPA 72, Chapter 8 and as defined by Illinois State Law providing for wireless transmission of fire alarm signals which manually or automatically retransmit trouble, supervisory and full fire alarm signals to the District's designated dispatch center as regulated by the Tri-State Fire Protection District. Any fire alarm system that is out of service for 4 hours must be promptly reported to the Fire Code Official, or designee, by the property owner or his or her contracted alarm monitoring company.

Section 910 Smoke and Heat Removal

Section 910.2; change Exceptions #2 and 3 to read as follows:

2. Only manual smoke and heat removal shall not be required in areas of buildings equipped with early suppression fast-response (ESFR) sprinklers. Automatic smoke and heat removal is prohibited.
3. Only manual smoke and heat removal shall not be required in areas of buildings equipped with control mode special application sprinklers with a response time index of $50(m \times S)^{1/2}$ or less that are listed to control a fire in stored commodities with 12 or fewer sprinklers. Automatic smoke and heat removal is prohibited.

ADD Section 910.2.3; add to read as follows:

910.2.3 Group H. Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m²) in single floor area.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

Exception: Buildings of noncombustible construction containing only noncombustible materials.

Section 912 Fire Department Connections

Section 912.1 Installation. Amend Section 912 by adding the following new sentence to the end of the paragraph:

... In all cases a Fire Department Connection with a five inch (5") Storz inlet shall be provided. Where the existing fire department

connection is not a 5” Storz type connection, it must be replaced with a 5” inch Storz connection. Any new installation of the Storz connection shall be between 36” and 48” above finished grade. Any installation where the connection is more than 36” above grade, a 30 degree elbow shall be required. Where the existing connection is less than 36” above grade, a 30 degree elbow shall not be allowed. Tri-State reserves the right to grant variances on any fire department connection.

Section 912.2.1 Visible location. Amend Section 912.2.1 by adding the following new sentence to the end of the paragraph:

... Access routes shall be so arranged that fire department apparatus may respond from all points of the building to adjacent fire hydrants along routes not to exceed two hundred fifty feet (250’) from the most remote point of the building perimeter to the closest fire hydrant. Fire department connections shall be located within Seventy-five (75) feet of a fire hydrant at a location approved by the Fire Code Official. If the building configuration cannot be obtained the Fire Code Official may make concessions.

Section 913 Fire Pumps

Section 913.2.1; add second paragraph and exception to read as follows: When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless of any interior doors that are provided. A key box shall be provided at this door, as required by Section 506.1.

Exception: When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by Section 506.1.

913.4 Valve supervision. Amend by adding the following new sentence to the end of the paragraph:

...open by a fire alarm system installed and maintained in accordance with NFPA 72, Chapter 8 and as defined by Illinois State Law providing for wireless transmission of fire alarm signals which manually or automatically retransmit trouble, supervisory and full fire alarm signals to the District’s designated dispatch center.

Section 914 Fire Protection Based on Special Detailed Requirements of Use and Occupancy
Section 914.3.1.2; change to read as follows:

914.3.1.2 Water Supply to required Fire Pumps. In all buildings that are more than 420 feet (128 36.6 m) in building height, required fire pumps shall be supplied by connections to no fewer than two water mains located in different streets. Separate supply piping shall be provided between each connection to the water main and the pumps. Each connection and the supply piping between the connection and the pumps shall be sized to supply the flow and pressure required for the pumps to operate.

Exception: {No change to exception.}

SECTION 1003 General Means of Egress

1003.1 Applicability: Amend Section 1003.1 by adding the following new sentence to the end of the paragraph:

... The general requirements specified in this section shall apply to all three elements of the means of egress system, in addition to those specific requirements for the exit access, the exit and the exit discharge detailed elsewhere in this chapter. The provisions of Chapter 33 of the International Building Code shall not be used to eliminate the installation requirements for exit signs and means of egress illumination systems.

Section 1006 Numbers of exits and exit access doorways

Section 1006.2.1; change Exception #3 to read as follows:

3. Unoccupied rooftop mechanical rooms and penthouses are not required to comply with the common path of egress travel distance measurement.

Section 1008 Means of Egress Illumination:

1008.2 Illumination required. Amend Section 1008.2 by adding the following new Exception 6 after exception 5 as follows:

... 6. Conference rooms, training rooms, break or lunch rooms, and restrooms that accommodate more than one occupant.

Section 1010 Doors, Gates, and Turnstiles:

~~1010.1.4.5~~ 1010.3.4 Security grilles. Amend 1010.3.4 by adding the following new sentence:

... Locking grilles or shutters on any occupancy groups are

prohibited.

Section 1013 EXIT SIGNS

1013.3 Illumination. Delete the words "or externally" in Section 1013.3 to read in its entirety as follows:

"1013.3 Illumination. Exit signs shall be internally illuminated.

Exception: Tactile signs required by Section 1013.4 need not be provided with illumination."

Section 1013.5.1 Photoluminescent exit signs.

1013.5.1 Photoluminescent exit signs. Delete in entirety.

~~Photoluminescent exit signs shall be provided with an illumination source to charge the exit sign in accordance with the manufacturer's instructions.~~

Photoluminescent exit signs shall not be allowed except where specifically approved in writing by the fire code official.

Section 1020 Corridors

Section 1020.2; add Exception #6 to read as follows:

Exceptions:

1. through 5. {No change.}

6. In unsprinklered group B occupancies, corridor walls and ceilings need not be of fire resistive construction within a single tenant space when the space is equipped with approved automatic smoke-detection within the corridor. The actuation of any detector must activate self-annunciating alarms audible in all areas within the corridor. Smoke detectors must be connected to an approved automatic fire alarm system where such system is provided.

Section 1030 Assembly

Section 1030.1.1.1; Spaces under grandstands and bleachers add Exception#4 to read as follows:

Exceptions:

1. through 3. {No change.}

4. Where alternate means or methods are submitted to and approved by the Building And Fire Officials.

Section 1032 Maintenance of the means of egress

Delete section 1032.2 and replace with

1032.2 Reliability. Required exit accesses, exits and exit discharges shall be continuously maintained free from obstructions or impediments to full instant use in the case of fire or other emergency where the building area served by the means of egress is occupied. An exit or exit passageway shall not be used for any purpose that interferes with a means of egress.

Section 1103 Fire Safety Requirements for Existing Buildings:

Section 1103.5.6; add Section 1103.5.6 to read as follows:

1103.5.6 Spray Booths and Rooms. Existing spray booths and spray rooms shall be protected by an approved automatic fire-extinguishing system in accordance with

1103.7 Fire alarm systems. Amend Section 1103.7 by adding the following new sentence:

...any existing building that would be required by this new code to have a fire alarm system installed shall comply by the year 2025.

Section 1103.7.7; add Section 1103.7.7 to read as follows:

1103.7.7 Fire Alarm System Design Standards. Where an existing fire alarm system is upgraded or replaced, the devices shall be addressable. Fire alarm systems utilizing more than 10 smoke and/or heat detectors shall have analog initiating devices. Exception: Existing systems need not comply unless the total building, or fire alarm system, remodel or expansion exceeds 30% of the building. When cumulative building, or fire alarm system, remodel or expansion initiated after the date of original fire alarm panel installation exceeds 50% of the building, or fire alarm system, the fire alarm system must comply within 18 months of permit application.

1103.7.7.1 Communication requirements. Refer to Section 907.6.6 for applicable requirements.

Section 1203 Emergency and standby power systems

1203.1.3 Installation. ADD the following sentence to the end: Existing installations shall be maintained in accordance with the original approval, except as specified in Chapter 11.

1203.1.5 Load Duration. ADD: Exception: Where the system is supplied with natural gas from a utility provider and is approved.

ADD Section 1203.1.10 Critical Operations Power Systems (COPS). For Critical Operations Power Systems necessary to maintain continuous power supply to facilities or parts of facilities that require continuous operation for the reasons of public safety, emergency management, national security, or business continuity, see NFPA 70.

1203.2 ADD sentence to the end: or elsewhere identified in this code or any other referenced code.

Delete section 1203.2.4 and replace with

1203.2.4 Emergency Voice/alarm Communications Systems. Emergency power shall be provided for emergency voice/alarm communications systems in the following occupancies, or as specified elsewhere in this code, as required in Section 907.5.2.2.5. The system shall be capable of powering the required load for a duration of not less than 60 hours, as required per ordinance.

Covered and Open Malls, Section 907.2.20 and 914.2

Group A Occupancies, Sections 907.2.1 and 907.5.2.2

Special Amusement Areas, Section 907.2.12 and 914.7

High-rise Buildings, Section 907.2.13 and 914.3

Atriums, Section 907.2.14 and 914.4

Deep Underground Buildings, Section 907.2.19 and 914.5

1203.2.15 Means of Egress Illumination. Change to state Emergency power shall be provided for means

of egress illumination in accordance with Sections 1008.3 and 1104.5.1. (90 minutes)

1203.2.16 Delete and replace with:

1203.2.16 Membrane Structures. Emergency power shall be provided for exit signs in temporary tents and membrane structures in accordance with Section 3103.12.6. (90 minutes) Standby power shall be provided for auxiliary inflation systems in permanent membrane structures in accordance with Section 2702 of the International Building Code. (4 hours) Auxiliary inflation systems shall be provided in temporary air-supported and air-inflated membrane structures in accordance with section 3103.10.4.

1203.2.18 Delete and replace with:

1203.2.18 Smoke Control Systems. Standby power shall be provided for smoke control systems in the following occupancies, or as specified elsewhere in this code, as required in Section 909.11:

Covered Mall Building, International Building Code, Section 402.7

Atriums, International Building Code, Section 404.7

Underground Buildings, International Building Code, Section 405.8

Group I-3, International Building Code, Section 408.4.2

Stages, International Building Code, Section 410

Special Amusement Areas (as applicable to Group A's), International Building Code, Section 411

Smoke Protected Seating, Section 1030.6.2

Add Section 1203.2.20: ADD: 1203.2.20 Covered and Open Mall Buildings. Emergency power shall be provided in accordance with Section 907.2.20 and 914.2.

Add Section 1203.2.21 1203.2.21 Airport Traffic Control Towers. A standby power system shall be provided in airport traffic control towers more than 65 ft. in height. Power shall be provided to the

following equipment:

1. Pressurization equipment, mechanical equipment and lighting.
2. Elevator operating equipment.
3. Fire alarm and smoke detection systems.

Add Section 1203.2.22 1203.2.22 Smokeproof Enclosures and Stair Pressurization Alternative. Standby power shall be provided for smokeproof enclosures, stair pressurization alternative and associated automatic fire detection systems as required by the International Building Code, Section 909.20.7.2.

Add Section 1203.2.23 1203.2.23 Elevator Pressurization. Standby power shall be provided for elevator pressurization system as required by the International Building Code, Section 909.21.5.

Add Section 1203.2.24 1203.2.24 Elimination of Smoke Dampers in Shaft Penetrations. Standby power shall be provided when eliminating the smoke dampers in ducts penetrating shafts in accordance with the International Building Code, Section 717.5.3, exception 2.3.

Add Section 1203.2.25 1203.2.25 Common Exhaust Systems for Clothes Dryers. Standby power shall be provided for common exhaust systems for clothes dryers located in multistory structures in accordance with the International Mechanical Code, Section 504.11, Item 7.

Add Section 1203.2.26 1203.2.26 Means of Egress Illumination in Existing Buildings. Emergency power shall be provided for means of egress illumination in accordance with Section 1104.5 when required by the fire code official. (90 minutes in I-2, 60 minutes elsewhere.)

Section 2304 Dispensing Operations

Delete in entity and replace with:

2304.1 Supervision of Dispensing. The dispensing of fuel at motor fuel-dispensing facilities shall be conducted by a qualified attendant or shall be under the supervision of a qualified attendant at all times or shall be in accordance with Section 2204.3. ADD the following:

1. Conducted by a qualified attendant; and/or,
2. Shall be under the supervision of a qualified attendant; and/or
3. Shall be an unattended self-service facility in accordance with Section 2304.3.

At any time the qualified attendant of item Number 1 or 2 above is not present, such operations shall be considered as an unattended self-service facility and shall also comply with Section 2304.3.

Section 2401 General

Delete section 3401.2 Nonapplicability

Section 3103 Temporary tents and membrane structures

Delete in entirety

Section 3103.3.1; delete this section in its entirety.

3206 General fire protection and life safety features

Delete footnote h. on table 3206.2 and replace with:

Table 3206.2, footnote h; change text to read as follows:

h. Where storage areas are protected by either early suppression fast response (ESFR) sprinkler systems or control mode special application sprinklers with a response time index of 50 (m•s)^{1/2} or less that are listed to control a fire in the stored commodities with 12 or fewer sprinklers, installed in accordance with NFPA 13, manual smoke and heat vents or manually activated engineered mechanical smoke exhaust systems shall be required within these areas.

Table 3206.2

Table 3206.2; add footnote j to row titled 'High Hazard' and 'Greater than 300,000' to read as follows:

j. High hazard high-piled storage areas shall not exceed 500,000 square feet. A 2-hour fire wall constructed in accordance with Section 706 of the International Building Code shall be used to divide high-piled storage exceeding 500,000 square feet in area.

Chapter 41 Temporary heating and cooking operations

4104.2 Open-flame Cooking Devices. Charcoal burners and other Open-flame cooking devices, charcoal grills and other similar devices used for cooking shall not be operated, stored located or used on combustible balconies, decks, or within 10 feet (3048 mm) of combustible construction.

Exceptions:

1. One- and two-family dwellings where LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity] with an aggregate LP-gas capacity not to exceed 100 pounds (5 containers). All LP-gas containers shall be stored outside, as per Chapter 61.
2. Where buildings, balconies and decks are protected by an approved automatic sprinkler system, and LP-gas containers are limited to a water capacity not greater than 50 pounds (22.68 kg) [nominal 20 pound (9.08 kg) LP-gas capacity], with an aggregate LP-gas capacity not to exceed 40 lbs. (2 containers). No extra storage of propane All LP-gas containers shall be stored outside, as per Chapter 61.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2-1/2 pounds [nominal 1 pound (0.454 kg) LP-gas capacity].

Section 5601 General

5601.1.3 Fireworks Delete in entirety and replace with:

Section 5601.1.3; change to read as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited.

Exceptions:

1. Only when approved for fireworks displays, the storage and handling of fireworks as allowed in Section 5604 and 5608.
2. The use of fireworks for approved fireworks displays as allowed in Section 5608.
3. The possession, storage, sale, handling and use of specific types of Division 1.4G fireworks where allowed by applicable laws, ordinances and regulations, provided that such fireworks and facilities comply with the 2006 edition of NFPA 1124, CPSC 16 CFR Parts 1500 and 1507, and DOTn 49 CFR Parts 100-185, as applicable for consumer fireworks.

Chapter 57 Flammable and combustible liquids

Section 5703.6 Piping systems; add sentence to end of paragraph to read as follows:

An approved method of secondary containment shall be provided for underground tank and piping systems.

Section 5707 On demand mobile fueling operations

Section 5707.4 Mobile fueling areas: ADD: Section 5707.4; add paragraph to read as follows:

Mobile fueling sites shall be restricted to commercial, industrial, governmental, or manufacturing, where the parking area having such operations is primarily intended for employee vehicles. Mobile fueling shall be conducted for fleet fueling or employee vehicles only, not the general public. Commercial sites shall be restricted to office-type or similar occupancies that are not primarily intended for use by the public.

Section 6104 Location of Lp gas containers

Section 6104.2 Maximum capacity within established limits; add Exception 2. to read as follows:

2. Except as permitted in Sections 308 and 6104.3.3, LP-gas containers are not permitted in residential areas.

Add section 6104.3.3; add to read as follows:

6104.3.3 Spas, Pool Heaters, and Other Listed Devices. Where natural gas service is not available, an LP-gas container is allowed to be used to supply spa and pool heaters or other listed devices. Such container shall not exceed 250-gallon water capacity per lot. See Table 6104.3 for location of containers. Exception: Lots where LP-gas can be off-loaded wholly on the property where the tank is located may install up to 500 gallon above ground or 1,000 gallon underground approved containers.

Section 6109 Storage of portable Lp gas containers awaiting use or resale

6109.13 Protection of Containers. Delete the exception.

Appendix B Fire flow requirements for buildings

Table B105.2; change footnote a. to read as follows:

a. The reduced fire-flow shall be not less than 1,500 gallons per minute.

Section D102 Required access

D102.1 Access and loading Delete and replace with:

D102.1 Access and loading. Facilities, buildings, or portions of buildings hereafter constructed shall be accessible to fire department apparatus by way of an approved fire apparatus access road with an asphalt, concrete, or other approved driving surface capable of supporting the imposed load of fire apparatus weighing up to 85,000 pounds (38 556 kg).

Section D103.4; Dead ends change table to read as follows:

Length (feet)	Width (feet)	Turnarounds required
0–150	24	None required
151–500	24	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501–750	26	120-foot Hammerhead, 60-foot “Y” or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750		Special approval required

Section D103.5 Fire Apparatus access road gates Change subsection 1 to read:

1. Where a single gate is provided, the gate width shall be not less than 24 feet (7315.2 mm). Where a fire apparatus road consists of a divided roadway, the gate width shall be not less than 12 feet (3658 mm).

D103.6 Signs.

Change to read:

D103.6 Marking. Striping, signs, or other markings, when approved by the fire code official, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Striping, signs and other markings shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

(1) Striping – Fire apparatus access roads shall be continuously marked by painted lines of red traffic paint six inches (6”) in width to show the boundaries of the lane. The words “NO PARKING FIRE LANE” or “FIRE LANE NO PARKING” shall appear in four inch (4”) white letters at 25 feet intervals on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb.

(2) Signs – Signs shall read “NO PARKING FIRE LANE” or “FIRE LANE NO

PARKING” and shall be 12” wide and 18” high (See Figure D103.6). Signs shall have red letters on a white reflective background, using not less than 2” lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6’6”) above finished grade. Signs shall be spaced not more than fifty feet (50’) apart along both sides of the fire lane. Signs may be installed on permanent buildings or walls or as approved by the Fire Chief.

Section D104 Commercial and industrial developments

D104.3 Remoteness Add to the end of the sentence: or as approved by the fire code official.

Section D105 Aerial fire apparatus access roads

D105.3 Proximity to building.

Change to state: Unless otherwise approved by the fire code official, one or more of the required access routes meeting this condition shall be located not less than 15 feet (4572 mm) and not greater than 30 feet (9144 mm) from the building and shall be positioned parallel to one entire side of the building. The side of the building on which the aerial fire apparatus access road is positioned shall be approved by the fire code official.

Section D106 Multiple family residential developments

D106.3 Remoteness Change to state:

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

Section D107 One or Two family dwelling residential developments

D107.2 Remoteness Change to state:

Where two fire apparatus access roads are required, they shall be placed a distance apart equal to not less than one-half of the length of the maximum overall diagonal dimension of the property or area to be served, measured in a straight line between accesses, or as approved by the fire code official.

Appendix L Requirements for firefighter air replenishment systems

Delete Appendix L in its entirety.

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 4,
BUILDING REGULATIONS, DARIEN BUILDING CODE,
OF THE DARIEN CITY CODE**

(PZC 2024-11: Building Code Update)

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

THIS _____ DAY OF _____, 2025

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 4,
BUILDING REGULATIONS, DARIEN BUILDING CODE,
OF THE DARIEN CITY CODE**

(PZC 2024-11: Building Code Update)

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

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

WHEREAS, the City of Darien has adopted Building Regulations set forth in the Darien Building Code, Title 4 of the Darien City Code; and

WHEREAS, the City Council has deemed it reasonable to periodically review said Darien Building Code and make necessary changes thereto; and

WHEREAS, on January 27, 2025, the Municipal Services Committee has filed its findings and recommendations with the City Council recommending approval of the text amendment described herein; and

WHEREAS, the City Council approves and adopts the findings and recommendations of the Municipal Services Committee and incorporates such findings and recommendations herein by reference as if they were fully set forth herein.

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

ORDINANCE NO. _____

SECTION 1: Title 4, Building Regulations, Darien Building Code, of the Darien City Code, is hereby amended in its entirety to read as set forth in “Exhibit A” to this Ordinance attached hereto and made a part hereof.

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.

SECTION 3: This Ordinance shall be in full force and effect from and after its passage and approval, and shall subsequently be published in pamphlet form as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this _____ day of _____, 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this _____ day of _____, 2025.

ATTEST:

JOSEPH A. MARCHESE, MAYOR

JOANNE E. RAGONA, CITY CLERK

ORDINANCE NO. _____

APPROVED AS TO FORM:

CITY ATTORNEY

DRAFT

AGENDA MEMO
Municipal Services Committee
January 27, 2025

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

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 February 3, 2025 City Council Agenda for formal approval.



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

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

THIS 3rd DAY OF FEBRUARY, 2025

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

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

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

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

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

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

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

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

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

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

ORDINANCE NO. _____

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

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

BACKGROUND/HISTORY

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

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

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

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Lakeshore Recycling Systems, LLC.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

2025-2027 STREET SWEEPING BID SUMMARY

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

SEALED BID: 2025-2027 Street Sweeping Services

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

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

RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a contract with Lakeshore Recycling Systems, LLC for the City of Darien's 2025 Street Sweeping Program not to exceed \$56,575.00, a copy of which is attached hereto as "[Exhibit A](#)".

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

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 - 2025

Firm Name: LRS, LLC

Address: 1655 Powis Rd

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

Contact Person: Michael Alex Sales

FEIN #: 80-0865048

Phone: (708) 377-7000 Fax: () N/A

Mobile: (708) 297-4764

E-mail Address: MSales@LRSRecycles.com

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices for:
STREET SWEEPING SERVICES

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

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

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

Vendor Information

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

TO BE COMPLETED BY VENDOR

COMPANY NAME: LRS, LLC

CONTACT PERSON: Michael Alex Sales


ADDRESS: 1655 Powers Rd,

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

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

FACSIMILE NUMBER: N/A

E-MAIL ADDRESS: MSales@LRSRecycles.com

AUTHORIZED SIGNATURE: 

CITY OF DARIEN

CONTRACT

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

WITNESSETH

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the City
- Certificates of insurance
- Performance and Payment Bonds as may be required by the CITY

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR: THE CITY

By: _____

Print Name: _____

Title: Mayor

Date: _____

FOR: THE CONTRACTOR

By: 

Print Name: Michael Sales

Title: Operations Manager

Date: 01/06/2024

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

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

BACKGROUND/HISTORY

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

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the Resolution.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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



February 5, 2025

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

RE: Section Number 26-00000-00-RF

Dear Mr. Rios,

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

Estimated Total Expenditures for:

FICA	\$20,770
IMRF	\$16,072
MEDICARE	\$ 4,858
TOTAL	\$41,700

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

Sincerely,
CITY OF DARIEN

Daniel Gombac
Director of Municipal Services

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



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

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

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/25 to 04/30/26 .

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 Darien 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 02/03/25 .

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

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Local Public Agency General Maintenance

 Submittal Type
Estimate of Maintenance Costs

District Estimate of Cost For

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

Maintenance Items

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

Estimate of Maintenance Costs

Submittal Type Original

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

Estimate of Maintenance Costs Summary

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

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	\$758,675.90			\$758,675.90

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 26-00000-00-GM
---------------------------------------	--------------	------------------	----------------------------------

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

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

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

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

Preliminary approval of a [resolution](#) for the 2025 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program Contract with Suburban Concrete, Inc. in an amount not to exceed \$1,196,600.00 and to waive the residential \$75.00 permit fee application for concrete work.

BACKGROUND/HISTORY

The Sidewalk and Curb and Gutter Removal and Replacement Program calls for the removal and replacement of deficient rated sidewalk and curb and gutter. The rating system assigns to sidewalks a numerical rating of 1-5, with 5 being defined as an extreme hazard. The FY 25-26 Budget will be allocating for the removal and replacement of all the identified sidewalks with current ratings of 4 and 5, deficient curb and gutter as it relates to the proposed road resurfacing project and quantities for the repair of concrete following main break restoration and street department repairs. The program also allows for resident call-ins when deficient sidewalks and curb and gutter are identified. See attached Program Quantities labeled as [Attachment A](#).

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

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

STAFF RECOMMENDATION

Pending final funding for the program, staff recommends approval of the contract from Suburban Concrete, Inc., in an amount not to exceed \$1,196,600.00 for the 2025 Sidewalk, Apron, Curb and Gutter Removal and Replacement Program and to waive the residential \$75.00 permit fee application for concrete work.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

MEMO

2025 CONCRETE SIDEWALK, APRON CURB GUTTER REMOVAL REPLACEMENT PROGRAM

	A	B	C	D	E	F	G
1	SIDEWALK COST:						
2	DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST STREET DEPT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
3	DEFICIENT SIDEWALK-PCC-SIDEWALK IN PLACE	15,000	SQUARE FOOT	\$ 9.00	\$ 135,000.00		\$ 135,000.00
4	ADA SIDEWALK	7,500	SQUARE FOOT	\$ 27.00	\$ 202,500.00		\$ 202,500.00
5	SIDEWALK RESTORATION-WATER DEPT	1,100	SQUARE FOOT	\$ 9.00		\$ 9,900.00	\$ 9,900.00
6	TOTAL SIDEWALK COST:				\$ 337,500.00	\$ 9,900.00	\$ 347,400.00
7	APRON COST:						
8	APRON REMOVAL AND REPLACEMENT-PW PROJECTS-PCC-DRIVE WAY APRON	3,000	SQUARE FOOT	\$ 9.50	\$ 28,500.00		\$ 28,500.00
9	CONCRETE SEALER	3,000	SQUARE FOOT	\$ 4.50	\$ 13,500.00		\$ 13,500.00
10	APRON RESTORATION	2,500	SQUARE FOOT	\$ 9.50		\$ 23,750.00	\$ 23,750.00
11	CONCRETE SEALER	2,500	SQUARE FOOT	\$ 4.50		\$ 11,250.00	\$ 11,250.00
12	TOTAL APRON COSTS:				\$ 42,000.00	\$ 35,000.00	\$ 77,000.00
13	CURB AND GUTTER COST:						
14	DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	STREET DEPARTMENT AND CAPITAL	TOTAL COST WATER DEPARTMENT	TOTAL
15	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM	21,000	LINEAL FOOT	\$ 33.00	\$ 693,000.00		\$ 693,000.00
16	CURB AND GUTTER REMOVAL AND REPLACEMENT-ROAD PROGRAM CONTINGENCY	1,200	LINEAL FOOT	\$ 33.00	\$ 39,600.00	\$ 39,600.00	\$ 79,200.00
17	TOTAL CURB AND GUTTER COST:				\$ 732,600.00	\$ 39,600.00	\$ 772,200.00
18	TOTAL PROPOSED EXPENDITURE				\$ 1,112,100.00	\$ 84,500.00	\$ 1,196,600.00
19							
20	2025 CONCRETE PROGRAM COST SUMMARY						

	A	B
	ACCOUNT NO. AND DESCRIPTION	BUDGET ALLOCATION
23	25-35-4380 SIDEWALK PROGRAM	\$ 135,000.00
24	25-35-4380 SIDEWALK PROGRAM-ADA	\$ 202,500.00
25	25-35-4380 BUDGET	\$ 337,500.00
26		
27	25-35-4383 CURB AND GUTTER	\$ 693,000.00
28	25-35-4383 CURB AND GUTTER CONTINGENCY	\$ 39,600.00
29	25-35-4383 APRON REMOVAL AND REPLACEMENT-PW PROJECTS CURB AND GUTTER RELATED	\$ 28,500.00
30	25-35-4383 APRON SEALER-PW PROJECTS-	\$ 13,500.00
31	23-35-4383 BUDGET	\$ 774,600.00
32		
33		
34	02-50-4231-MAINT WATER SYSTEM-FLATWORK SIDEWALK	\$ 9,900.00
35	02-50-4231-MAINT WATER SYSTEM-FLATWORK APRON	\$ 35,000.00
36	02-50-4231-MAINT WATER SYSTEM-FLATWORK CURB & GUTTER	\$ 39,600.00
37	SUB TOTAL	\$ 84,500.00
38	BUDGET	\$ 84,500.00
39	TOTAL PROGRAM COST	\$ 1,196,600.00

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

SEALED BID: 2025 Concrete Program

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

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT FOR THE 2025 CONCRETE SIDEWALK, APRON, CURB AND GUTTER REMOVAL AND REPLACEMENT PROGRAM WITH SUBURBAN CONCRETE, INC., IN AN AMOUNT NOT TO EXCEED \$1,196,600.00 AND TO WAIVE THE RESIDENTIAL \$75.00 PERMIT FEE APPLICATION FOR CONCRETE WORK

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute a Contract for the 2025 Concrete Sidewalk, Apron, Curb and Gutter Removal and Replacement Program between the City of Darien and Suburban Concrete, Inc., in an amount not to exceed \$1,196,600.00, attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, 3rd day of February 2025.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SECTION II

BIDDER SUMMARY SHEET

2025 CITY OF DARIEN SIDEWALK/DRIVEWAY/APRON AND CURB AND GUTTER CONCRETE REPLACEMENT PROGRAM

Firm Name: SUBURBAN CONCRETE INC.

Address: 21227 COMMERCIAL DR

City, State, Zip Code: MINNEAPOLIS IL 60060

Contact Person: JOHN LEVERAK

FEIN #: 36-3590969

Phone: (848) 837-8805 Fax: () _____

Mobile: (848) 833-2050

E-mail Address: SUBURBANCONCRETE@COMCAST.NET

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

Addendum No. 1, Dated ISSUE DATE 11-21-24

Addendum No. _____, Dated _____

Schedule of Prices for:

SUMMARY SCHEDULE

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

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

Total Project Cost in written form: ONE MILLION FOUR HUNDRED THREE THOUSAND SEVENTY-NINE DOLLARS & ZERO CENTS

Below, please find an item description of the abovementioned:

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

VENDOR INFORMATION

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

TO BE COMPLETED BY VENDOR

COMPANY NAME: SUBURBAN CONCRETE INC.

CONTACT PERSON: Phil Henry

ADDRESS: 21227 W COMMERCIAL DR

CITY, STATE, ZIP CODE: MUNDLON IL 60060

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

FACSIMILE NUMBER: _____

E-MAIL ADDRESS: SUBURBANCONCRETE@COMCAST.NET

AUTHORIZED SIGNATURE:  _____

CITY OF DARIEN

CONTRACT

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

WITNESSETH

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the City
- Certificates of insurance
- Performance and Payment Bonds as may be required by the CITY

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

Unit Pricing for the Sidewalk/Driveway/Apron & Curb & Gutter Concrete Replacement Program (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR: THE CITY

FOR: THE CONTRACTOR

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: Mayor _____

Title: _____

Date: _____

Date: _____

Contract Bond

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

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

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

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

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

PRINCIPAL

(Company Name)

(Company Name)

By: _____
(Signature & Title)

By: _____
(Signature & Title)

Attest: _____
(Signature & Title)

Attest: _____
(Signature & Title)

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

STATE OF ILLINOIS,

COUNTY OF

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

(Insert names of individuals signing on behalf or PRINCIPAL)

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

Given under my hand and notary seal this _____ day of _____, 20__

My commission expires _____ **SEAL)**
Notary Public

SURETY

(Name of Surety)

(Signature of Attorney-in-Fact)

STATE OF ILLINOIS,

(SEAL)

COUNTY OF _____

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

(Insert names of individuals signing on behalf or SURETY)

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

Given under my hand and notary seal this _____ day of _____, 20__

My commission expires _____ (SEAL)
Notary Public

Approved this _____ day of _____, 20__

Attest:
(Awarding Authority)

Clerk
(Chairman/Mayor/President)

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

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

BACKGROUND

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

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

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

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

STAFF RECOMMENDATION

Staff recommends accepting the unit price proposal for analytical soil testing fees from Testing Service Corporation at the proposed unit prices.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

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

2025 City of Darien Analytical Soil Testing

		Testing Service Corporation	Clean Soils Consulting	
		Unit Cost	Unit Cost	
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	Each	\$ 700.00	\$ 570.00	
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	Hour	\$ 160.00	\$ 140.00	Typically site time is 3 to 4 hours
Use of PID Instrument for Screening Soils	Each	\$ 50.00	\$ 140.00	
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with summary report describing sampling procedures followed and results of analytical testing.	Each	\$ 700.00	\$ 970.00	
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	Each	\$ 450.00	\$ 385.00	*Does not include additional analytical testing
ANALYTICAL TEST				
VOCs	Each	\$ 180.00	\$ 204.00	
SVOCs	Each	\$ 310.00	\$ 350.00	
PNAs	Each	\$ 160.00	\$ 182.00	
RCRA 8 Total metals	Each	\$ 142.00	\$ 160.00	
RCRA 8 TCLP metals	Each	\$ 252.00	\$ 286.00	
PH	Each	\$ 30.00	\$ 27.00	
Preserved vials for volatile testing	Each	\$ 16.00	\$ 22.00	
Pesticides/PCBs	Each	\$ 190.00	\$ 216.00	
Herbicides	Each	\$ 300.00	\$ 340.00	
BTEXs	Each	\$ 65.00	\$ 74.00	
EPA 35IAC1100 Full Panel	Each	\$ 1,742.00	\$ 1,880.00	
				**Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change
Note analytical costs for 7 to 10 day turn around				
	TOTAL	\$ 5,447.00	\$ 5,946.00	



RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Testing Service Corporation for analytical soil testing fees per the unit price proposal for a period of May 1, 2025 through April 30, 2026, attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated hereto.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

	UNIT COST	
Coordinate with our landfill facility and complete a project or address environmental site evaluation for analytical testing and provide a recommendation report for City construction material disposal	EACH <u>\$700</u>	
Stockpile or site sample collection, including travel to site and transport sample to laboratory. 4 hour Maximum per visit	HOUR <u>\$160</u>	Typically site time is 3 to 4 hours.
Use of PID Instrument for Screening Soils	HOUR <u>\$50</u>	
Compare testing results to IEPA tier one remediation objectives in tabular format, if objectives meet clean fill results provide a licensed professional engineer stamped LPC-663 with a summary report describing sampling procedures followed and results of analytical testing.	EACH <u>\$700</u>	
If results are found to be contaminated recommend and coordinate with appropriate landfill dump facility to obtain non-special or special waste permit for disposal.	EACH <u>\$450</u>	* Does not include further additional analytical testing.
ANALYTICAL TEST		
VOCs	EACH <u>\$180</u>	
SVOCs	EACH <u>\$310</u>	
PNAs	EACH <u>\$160</u>	
RCRA 8 Total metals	EACH <u>\$142</u>	
RCRA 8 TCLP Metals	EACH <u>\$252</u>	
PH	EACH <u>\$30</u>	
Preserved Vials for volatile testing	EACH <u>\$16</u>	
Pesticides/PCBs	EACH <u>\$190</u>	
Herbicides	EACH <u>\$300</u>	
BTEXs	EACH <u>\$65</u>	
EPA 351AC1100 Full Panel	EACH <u>\$1,742</u>	
TOTAL	<u>5447.00</u>	** Analysis selected dependent on soil location and disposal facility. Additional testing may be required and testing requirements are subject to change

Note analytical costs for 7 to 10 day turn around.

Testing Service Corporation

Aaron Ulrey - Senior Geologist



AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

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

BACKGROUND

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

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

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

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

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

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

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

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

ESTIMATE OF FEE

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

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

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

STAFF ECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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



RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design engineering services related to the design, preparation of bidding documents and construction engineering for installation of standby generators at three locations within the City of Darien. The three locations are City Hall, Plainfield Road Potable Water Pump Station and Police Station, in an amount not to exceed \$71,300, a copy of which is attached hereto as **“Exhibit A”** and is by this reference expressly incorporated hereto.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

November 21, 2024

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

Attention: Mr. Kris Thom
Superintendent of Municipal Services

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

Dear Mr. Thom:

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

UNDERSTANDING OF ASSIGNMENT

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

ESTIMATE OF FEE

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

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

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

Sincerely,



Michael E. Kerr, PE
President

JPC/pjb

Encl.: Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

N:\PROPOSALS\ADMIN\2024\Darien Standby Generators Design.112024.docx

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

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

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

75th Street Planting Beds
 Clock Tower
 City Hall Complex
 Entrance Way Planting Beds

AND

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

BACKGROUND

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

Roadside Rights of Way-75th Street

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

Roadside Rights of Way-Specified Facilities-City Entrance Signs

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

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

Marquis Panel Site

City of Darien City Hall Complex 1702 Plainfield Road

The landscape maintenance contract calls out for the following:

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

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

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

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

STAFF RECOMMENDATION

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

AND

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

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

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

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

2024 Landscape Maintenance Services

Roadside ROW Medians & Specified Facilities

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

Marquis Panel Site

	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
on bid submission	\$ 40,992.00	\$ 42,520.00	\$ 40,992.00	\$ 7,248.67		

bid check bid docs had math error

MEMOkinis

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

Yes, I approve.

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

Good Morning,

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

Thank you,

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

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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



RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien does authorize the Mayor to extend a contract for the 2025 Landscape Maintenance Services within the 75th Street Right of Ways, Clock Tower and 9 Entrance Way Planting Beds in an amount not to exceed \$40,992.00 between the City of Darien and JC Landscaping & Tree Services, attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

LANDSCAPE SERVICES SPECIFICATIONS BID FORM – PAGE 1 OF 2

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

Planting Bed Maintenance

A. 75th Street (Section III – AA - A)

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

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

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

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

1. Cass Ave and Plainfield Road-North East Corner	\$ <u>10,850</u>	} - Monthly
---	------------------	-------------

CONTRACTOR'S CERTIFICATION - BID PROPOSAL

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

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

By: [Signature]
Authorized Agent of Contractor

SUBSCRIBED AND SWORN BEFORE ME

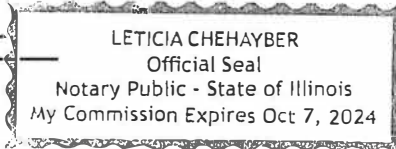
This 14th day of

February, 20 2024.

MY COMMISSION EXPIRES:

10/7/2024

[Signature]
NOTARY PUBLIC



CONTRACT- Page One of Two

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

Attest: The _____ of _____
 By: _____ City Clerk Mayor
 (Seal)

IF A CORPORATION

CORPORATE NAME

Attest:
 By: X [Signature]
 Secretary

By: X [Signature]
 President

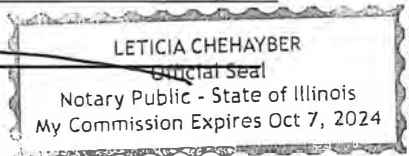
SUBSCRIBED AND SWORN BEFORE ME

This 1st day of February, 2024.

MY COMMISSION EXPIRES: 10/7/2024

[Signature]

NOTARY PUBLIC



CONTRACT- Page Two of Two

IF A PARTNERSHIP

(Seal) _____
(Seal) _____
(Seal) _____
(Seal) _____

PARTNERS DOING BUSINESS UNDER THE NAME OF

SUBSCRIBED AND SWORN BEFORE ME

This _____ day of _____, 20 _____.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

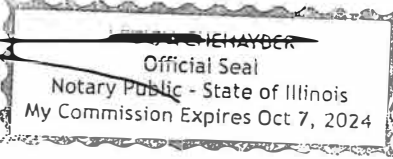
IF AN INDIVIDUAL

_____ *Jc Landscaping* _____ (Seal)

SUBSCRIBED AND SWORN BEFORE ME

This 1st day of February, 20 2024.

MY COMMISSION EXPIRES: 10/7/2024

[Signature]
NOTARY PUBLIC


AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

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

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

BACKGROUND/HISTORY

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

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

C. The contract also entertained fertilization services for the City maintained median trees along 75th Street. The scope of work would include fertilizing 240 trees along the 75th Street median from Sheridan Drive to Lemont Road.

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

The proposed expenditure would be expended from the following accounts.

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

STAFF RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561
SEALED BID: 2023 Landscape Fertilization Program
OPENING DATE/TIME: February 15, 2023 @ 10:00 a.m.

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

math error-as read

\$76,765.00



2025-2026 FERTILIZATION PROGRAM												
DESCRIPTION	APPLICATIONS	AWARDED VENDOR										
ACCOUNT #0-30-4350		Trueson I.P.										
PROJECT CODE	20F-25-MF											
PROGRAM INCLUDES: 20TH STREET, NORTHERN, SOUTHERN RIGHT OF WAYS & MEDIANS FLANRUELL ROAD, CASS AVE & 75TH STREET												
Section 1B-06 22.52 ACRES	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025	UNIT COST PER ACRE							
	April #1 March-April	\$	3,267.00	\$	3,267.00	\$	144.97					
	April #2 April-May	\$	2,554.00	\$	2,554.00	\$	113.41					
	April #3 May-June	\$	4,272.00	\$	4,272.00	\$	189.52					
	April #4 July-August	\$	2,554.00	\$	2,554.00	\$	113.41					
	April #5 September	\$	2,475.00	\$	2,475.00	\$	109.90					
	April #6 Nov-Dec	\$	2,136.00	\$	2,136.00	\$	94.42					
Subtotal Section 1		\$	17,263.00	\$	17,263.00	\$	766.58					
ACCOUNT #0-30-4350												
PROJECT CODE	20F-CH-EPD											
Section 1A-City Hall Public Plaza	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	April #1 March-April	\$	144.00	\$	144.00	\$	144.00					
	April #2 April-May	\$	144.00	\$	144.00	\$	144.00					
	April #3 May-June	\$	180.00	\$	180.00	\$	180.00					
	April #4 July-August	\$	144.00	\$	144.00	\$	144.00					
	April #5 September	\$	144.00	\$	144.00	\$	144.00					
	April #6 Nov-Dec	\$	126.00	\$	126.00	\$	126.00					
Subtotal Section 1A		\$	881.00	\$	881.00	\$	881.00					
ACCOUNT #0-30-4350 & #0-50-4321												
PROJECT CODE	20F-PWF-AC											
Section 1B Public Works Facility	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	April #1 March-April	\$	280.00	\$	280.00	\$	280.00					
	April #2 April-May	\$	210.00	\$	210.00	\$	210.00					
	April #3 May-June	\$	87.00	\$	87.00	\$	87.00					
	April #4 July-August	\$	210.00	\$	210.00	\$	210.00					
	April #5 September	\$	212.00	\$	212.00	\$	212.00					
	April #6 Nov-Dec	\$	183.00	\$	183.00	\$	183.00					
Subtotal Section 1B		\$	1,462.00	\$	1,462.00	\$	1,462.00					
ACCOUNT #0-50-4321												
PROJECT CODE	20F-WATPL											
Section 1C-G Specified Facilities	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	April #1 March-April	\$	548.00	\$	548.00	\$	548.00					
	April #2 April-May	\$	548.00	\$	548.00	\$	548.00					
	April #3 May-June	\$	482.00	\$	482.00	\$	482.00					
	April #4 July-August	\$	548.00	\$	548.00	\$	548.00					
	April #5 September	\$	548.00	\$	548.00	\$	548.00					
	April #6 Nov-Dec	\$	479.00	\$	479.00	\$	479.00					
Subtotal Section 1C-G		\$	3,853.00	\$	3,853.00	\$	3,853.00					
ACCOUNT #0-30-4350												
PROJECT CODE	20F-BASSN											
Section 1B Basins	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	April #1 March-April	\$	1,733.00	\$	1,733.00	\$	1,733.00					
	April #2 April-May	\$	1,733.00	\$	1,733.00	\$	1,733.00					
	April #3 May-June	\$	1,086.00	\$	1,086.00	\$	1,086.00					
	April #4 July-August	\$	1,732.00	\$	1,732.00	\$	1,732.00					
	April #5 September	\$	1,732.00	\$	1,732.00	\$	1,732.00					
	April #6 Nov-Dec	\$	1,582.00	\$	1,582.00	\$	1,582.00					
Subtotal Section 1B		\$	10,492.00	\$	10,492.00	\$	10,492.00					
ACCOUNT #0-30-4350												
PROJECT CODE	20F-25-LB											
Section 1C-A 75th St Landscape Bank	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	April #1 March-April	\$	1,200.00	\$	1,200.00	\$	1,200.00					
	April #2 April-May	\$	18,000.00	\$	18,000.00	\$	18,000.00					
	April #3 May-June	\$	1,200.00	\$	1,200.00	\$	1,200.00					
Subtotal Section 1C-A		\$	20,400.00	\$	20,400.00	\$	20,400.00					
ACCOUNT #0-30-4350												
PROJECT CODE	20F-BROADC											
Section 1C-B Broadside City Entrance Sign	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	April #1 March-April	\$	450.00	\$	450.00	\$	450.00					
	April #2 April-May	\$	9,750.00	\$	9,750.00	\$	9,750.00					
	April #3 May-June	\$	450.00	\$	450.00	\$	450.00					
Subtotal Section 1C-B		\$	11,450.00	\$	11,450.00	\$	11,450.00					
ACCOUNT #0-30-4350												
PROJECT CODE	20F-CT-TA											
Section 1C-C Clock Tower/Turf Area	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	April #1 March-April	\$	49.00	\$	49.00	\$	49.00					
	April #2 April-May	\$	49.00	\$	49.00	\$	49.00					
	April #3 May-June	\$	78.00	\$	78.00	\$	78.00					
	April #4 July-August	\$	49.00	\$	49.00	\$	49.00					
	April #5 September	\$	49.00	\$	49.00	\$	49.00					
	April #6 Nov-Dec	\$	39.00	\$	39.00	\$	39.00					
Subtotal Section 1C-C		\$	313.00	\$	313.00	\$	313.00					
ACCOUNT #0-30-4350												
PROJECT CODE	20F-CT-MB											
Section 1C-C Clock Tower Match Beds	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	April #1 March-April	\$	43.00	\$	43.00	\$	43.00					
	April #2 April-May	\$	592.00	\$	592.00	\$	592.00					
	April #3 May-June	\$	43.00	\$	43.00	\$	43.00					
Subtotal Section 1C-C		\$	1,116.00	\$	1,116.00	\$	1,116.00					
ACCOUNT #0-30-4350												
PROJECT CODE	20F-TREEF											
Section 1C-Tree Fertilization	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	Tree Fertilization-75th St	\$	3,560.00	\$	3,560.00	\$	3,560.00					
Subtotal Section 1C-T		\$	3,560.00	\$	3,560.00	\$	3,560.00					
ACCOUNT #0-30-4350												
PROJECT CODE	20F-BPRAP											
Section 1C-Road Base	APPLICATION	2025 BID	Trueson I.P.	APPLICATIONS 2025								
	April #1 June-July	\$	3,820.00	\$	3,820.00	\$	3,820.00					
	April #2 August	\$	3,820.00	\$	3,820.00	\$	3,820.00					
Subtotal Section 1C-R		\$	7,640.00	\$	7,640.00	\$	7,640.00					
Total Cost Section		\$	69,714.00	\$	69,714.00	\$	76,756.00					
ACCOUNT CHARGE	ACCOUNT #0-30-4350	ACCOUNT #0-30-4350 & #0-50-4321	ACCOUNT #0-30-4350 & #0-50-4321	ACCOUNT #0-50-4321	ACCOUNT #0-30-4350	ACCOUNT #0-30-4350	ACCOUNT #0-30-4350	ACCOUNT #0-30-4350	ACCOUNT #0-30-4350	ACCOUNT #0-30-4350	ACCOUNT #0-30-4350	ACCOUNT #0-30-4350
PROJECT CODE	20F-25-MF	20F-CH-EPD	20F-PWF-AC	20F-WATPL	20F-BASSN	20F-25-LB	20F-BROADC	20F-CT-TA	20F-CT-MB	20F-TREEF	20F-BPRAP	PROGRAM COSTS
LOCATION	Program Includes: 75th Street/Section 1B	City Hall & Public Plaza	Public Works Facility	Water Plant 2,3,4,5 & Wastewater	Basins Cal De Sac Island Facilities	75th St Landscape Bank	Broadside City Entrance Sign	Clock Tower/Turf Area	Clock Tower Match Beds	Tree Fertilization-75th Street	Bin Run Areas	PROGRAM COSTS
ACRES		0.7	1.3	7.1	13.70							
COST PER ACRE APPLICATION 1	\$	3,267.00	\$	144.00	\$	548.00	\$	1,733.00	\$	450.00	\$	3,520.00
COST PER ACRE APPLICATION 2	\$	2,554.00	\$	144.00	\$	210.00	\$	548.00	\$	490.00	\$	3,520.00
COST PER ACRE APPLICATION 3	\$	4,272.00	\$	180.00	\$	87.00	\$	482.00	\$	78.00	\$	43.00
COST PER ACRE APPLICATION 4	\$	2,554.00	\$	144.00	\$	210.00	\$	548.00	\$	49.00	\$	43.00
COST PER ACRE APPLICATION 5	\$	2,475.00	\$	144.00	\$	212.00	\$	548.00	\$	49.00	\$	43.00
COST PER ACRE APPLICATION 6	\$	2,136.00	\$	126.00	\$	183.00	\$	479.00	\$	39.00	\$	43.00
TOTAL PROGRAM COST	\$	17,263.00	\$	881.00	\$	1,462.00	\$	3,853.00	\$	10,492.00	\$	11,450.00
ACCOUNT #0-30-4350	\$	17,263.00	\$	881.00	\$	1,462.00	\$	3,853.00	\$	10,492.00	\$	11,450.00
ACCOUNT #0-50-4321	\$	1,462.00	\$	1,462.00	\$	30,400.00	\$	11,050.00	\$	3,560.00	\$	7,640.00
TOTAL PROGRAM COST	\$	18,725.00	\$	2,343.00	\$	31,852.00	\$	22,500.00	\$	14,050.00	\$	19,090.00

MEMO

in is

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

Hello Regina,

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

Thanks and Happy New Year to you.

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

Happy New Year,

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

Thank you,

Regina Kokkinis

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

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

DARIEN DIRECT CONNECT

Follow the link and subscribing is simple!

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

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RESOLUTION NO. _____

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

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to extend a contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control, within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$76,756.00 for the 2025 Landscape Fertilization Services, a copy of which is attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**BID PROPOSAL
SCHEDULE OF PRICES
ROADSIDE RIGHT-OF-WAYS, MEDIANS,
SPECIFIED FACILITIES AND RIP-RAP AREAS**

This bid proposal is based upon an itemization of one base year with two optional year contract proposal. **The below proposal is for May 1, 2023 through April 30, 2024.** The second year of the option to be determined and evaluated in April of 2024. The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

I. RIGHT-OF-WAY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ <u>3267</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ <u>2554</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ <u>4277</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ <u>2554</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G	\$ <u>2475</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ <u>2136</u>
SUB TOTAL I	\$ <u>17,263</u>

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	<u>COST</u>
A. City Hall 1702 Plainfield Rd	0.70	
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control		\$ <u>144</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with Escalade Broadleaf Weed Control.		\$ <u>144</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		\$ <u>180</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		\$ <u>144</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G		\$ <u>144</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS		\$ <u>126</u>
SUB TOTAL II A.		\$ <u>882</u>

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	
B. Municipal Services 1041 S Frontage Rd	1.70	
		<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control		\$ <u>280</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.		\$ <u>219</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		\$ <u>367</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		\$ <u>219</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G		\$ <u>212</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS		\$ <u>183</u>
SUB TOTAL II B.		\$ <u>1480</u>

II. SPECIFIED FACILITY MAINTENANCE - FERTILIZATION DESCRIPTION

	<u>ACRES</u>	
C. Water Plant #2 1220 Plainfield Rd	.33	
D. Water Plant #3 1930 Manning Rd	.57	
E. Water Plant #4 1901 Manning Rd	.66	
F. Water Plant #5 8600 Lemont Rd	.83	
G. Water Stand Pipe 6709 Wilmette Ave	<u>.11</u>	
TOTAL ACRES	2.5	
		<u>COST</u>
APPLICATION #1 MARCH – APRIL		\$ <u>548</u>
Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control		
APPLICATION #2 APRIL – MAY		\$ <u>548</u>
Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.		
APPLICATION #3 MAY – JUNE		\$ <u>682</u>
Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative		
APPLICATION #4 JULY – AUGUST		\$ <u>548</u>
Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control		
APPLICATION #5 SEPTEMBER		\$ <u>548</u>
Fertilizer application with Broadleaf Weed Control, Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G		
APPLICATION #6 NOVEMBER - DECEMBER		\$ <u>479</u>
Dormant Fertilizer application. 25-0-5 50% AS		
SUB TOTAL II C-G.		\$ <u>3353</u>

III. SPECIFIED BASIN MAINTENANCE

Work under this section shall include all fertilizing, broad leaf weed control and crabgrass weed control as described below. Estimated acreage areas included in this section are as follows:

LOCATION	ACRES
DALE ROAD BASIN	1.20
NANTUCKET BASIN	2.50
WOODLAND BASIN/WHITTIER	3.10
GREEN VALLEY BASIN	1.80
FAIRVIEW MANNING BASIN	1.70
86 TH STREET BASIN	2.10
PLAINFIELD MANNING BASIN	.75
WESTMINSTER COURT	.30
7702 FLORENCE AREA	.25
TOTAL ACRES	13.70

FERTILIZATION DESCRIPTION	<u>COST</u>
APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ <u>1735</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ <u>1732</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ <u>1986</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ <u>1732</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50% AS, Tripower, Dylox 6.2G	\$ <u>1732</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ <u>1582</u>
SUB TOTAL III	\$ <u>10502</u>

IV. LANDSCAPE BED PLANT FERTILIZATION

A. Landscape Beds 75th Street Median	Number of Planting Beds	Estimated Total Square Yards
1 - 75th St & Plainfield Rd - East	1	285
2 - 75th St & Plainfield Rd - West	1	285
3 - 75th St & Plainfield Rd - Berm	1	430
4 - 75th St & Cass Ave - East	1	135
5 - 75th St & Cass Ave - West	1	160
6 - 75th St & Adams St - East	1	285
7 - 75th St & Adams St - West	1	305
8 - 75 th St & Williams Ave – East (Park Ave)	1	175
TOTAL	8	2060

COST

APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ 1200

APPLICATION #2

Bi weekly-15 Applications -Late April to Mid-October

Post Emergent 2 X a month-Razor Pro + Crop Oil \$ 18000

APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent-BroadStar \$ 1200

APPLICATION	UNIT COST	UNITS	TOTAL COSTS
Appl #1		7	
Appl #2		7	
Appl #3		7	

SUB TOTAL IV A

\$ 20400

LANDSCAPE BED PLANT FERTILIZATION

B. Roadside ROW – Landscape Beds	Number of Planting Beds	Estimated Total Square Yards
B. City Entrance Signs		
1 - Plainfield Rd - Northern ROW		
West of Route 83	1	52
Evergreen trees-planting bed	1	300
2 - 83rd St - Southern ROW		
East of Janes Ave	1	35
3 - 75th St - Southern ROW		
East of Lemont Rd	1	52
4 - 75th St - Southern ROW		
West of Route 83	1	52
5 - Cass Ave - Eastern ROW		
North of Frontage Rd	1	52
6 - Cass Ave - Western ROW		
South of 67th St	1	40
7 - Lemont Rd - Eastern ROW		
North of I-55	1	60
8 - 87th St - Southern ROW		
East of Woodward	1	85
Total City Entrance Signs	9	728

COST

APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals \$ 650

APPLICATION #2

Bi weekly-15 Applications -Late April to Mid-October

Post Emergent 2 X a month-Razor Pro + Crop Oil \$ 9750

APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent - BroadStar \$ 650

APPLICATION	UNIT COST	UNITS	TOTAL COSTS
Appl #1		8	
Appl #2		8	
Appl #3		8	

SUB TOTAL IV B

\$ 11050

LANDSCAPE BED PLANT FERTILIZATION

C. City of Darien Clock Tower - Cass Ave Plant Bed Maintenance & Turf Fertilization Plainfield Rd - North East Corner	Number of Planting Beds	Est. Total Square Yards
C. Clock Tower		
Cass Ave & Plainfield Rd - North East Corner	1	3000
TOTAL	1	3000
C-1 Turf -Fertilization	1	1500
C-2 Fertilizer Treatment - Mulch Beds	1	1500

Turf -Fertilization

FERTILIZATION DESCRIPTION

COST

APPLICATION #1 MARCH – APRIL Fertilizer application with Crabgrass Pre-emergent 25-0-5 w/0.19% Deminsion Pre-M & Escalade Broadleaf Weed Control	\$ <u>49</u>
APPLICATION #2 APRIL – MAY Fertilizer application 25-0-5 AS with, Escalade Broadleaf Weed Control.	\$ <u>49</u>
APPLICATION #3 MAY – JUNE Fertilizer application 21-0-3 .2 Merit AS with Tri-Power Broadleaf Leaf Weed Control-Includes Grub Preventative	\$ <u>78</u>
APPLICATION #4 JULY – AUGUST Fertilizer application 25-0-5 50% AS with Tri-Power Broadleaf Weed Control	\$ <u>49</u>
APPLICATION #5 SEPTEMBER Fertilizer application with Broadleaf Weed Control. Follow up Grub Control as needed. 25-0-5 50%AS, Tripower, Dylox 6.2G	\$ <u>49</u>
APPLICATION #6 NOVEMBER - DECEMBER Dormant Fertilizer application. 25-0-5 50% AS	\$ <u>39</u>
SUB TOTAL IV C-1	\$ <u>313</u>

C-2 MULCH BEDS

COST

APPLICATION #1

April-First two weeks

Bed Pre-emergent + Fertilizer- Snapshot TG

Granular fert shrub beds-17-0-5 liquid fert - shade trees and ornamentals

\$ 63

APPLICATION #2

Bi weekly-15 Applications -Late April to Mid - October

Post Emergent 2 X a month-Razor Pro + Crop Oil

\$ 990

APPLICATION #3

Late Fall-Mid November

Bed Pre-emergent-BroadStar

\$ 63

SUB TOTAL IV C-2

\$ 1122

COST

V. TREE FERTILIZATION

Tree Root Feeding for trees

\$ 3360

SUB TOTAL V

\$ 3360

VI. RIP RAP AREAS

The following areas shall be treated with environmental friendly weed kill within the specified areas. The specified areas contain rip-rap rock for earth stabilization. The application shall be completed in June/July pending weather.

#	Location	Size	Sq. Ft
1	Dorchester/Somerset	39x82	3198
2	79th/Farmingdale Southside	39x82	3198
3	79th/Farmingdale Northside	36x48	1728
4	Farmingdale @ Honey Locust (Westside)	12x32	384
5	Walnut / Farmingdale (Bertha) Southside	16x32; 28x59	2164
6	Walnut / Farmingdale (Bertha) Northside	40x64	2560
7	Elm (Tennis Cts) Southside (x-7318 Elm)	20x22	440
8	Elm (Tennis Cts) Northside (7318 Elm)	16x16	256
9	Southeast Corner Elm / Evans	13x13	169
10	Sunrise / Elm	10x10; 8x13; 20x10; 20x10	604
11	74th Pipe Crossing	10x10; 10x20	300
12	74th (Patio) East	7x14	98
13	74th (Patio) Center	7x14	98
14	74th (Patio) West	7x12	84
15	74th (Patio) Outflow	7x6	42
16	7210 Sunrise	12x13	156
17	106 Janet	17x18	306
18	329 Janet	14x20	280
19	330 Janet	15x19	285
20	7306 Evans	20x20	400
21	X- 7314 Evans	10x18	180
22	6902 Brookbank (on 69th)	11x16	176
23	Crest/Holly	14x18	252
24	68th @ Dale Basin	20x20	400
25	67th @ Dale Basin	14x18	252
26	High Rd @ Dale Basin	20x24	480
27	6727 Clarendon Hills Rd	15x20	300
28	6722 Clarendon Hills Rd	15x20	300
29	6717 Alabama	18x23	414
30	Southside 67th - 200' East of Cass	5x9; 7x9; 8x9	180
31	Behind 7909 Knottingham	18x22	396
32	Behind 7941 Knottingham	8x10	80
33	Westside Oldfield across from Oldfield Oaks Park	12x12	144
34	Eastside Oldfield along Oldfield Oaks Park	8x196	1568
35	Rear Grandview/Drover	25x30	750
36	Hinsbrook Park	8x10	80
	Total		22,702

COST

APPLICATION #1-Weed Prevention
June/July

\$ 3520

APPLICATION #2 Optional
To be determined

\$ 3520

SUB TOTAL VI - Rip – Rap Areas

\$ 7040

TOTAL COST SECTION - I & II & III & IV & V & VI for 2023 \$ ~~76,765~~
\$76,756

BID PROPOSAL
SCHEDULE OF PRICES
ROADSIDE RIGHT-OF-WAYS AND MEDIANS
AND SPECIFIED FACILITIES

CONTRACT EXTENSION TWO
MAY 1, 2025-APRIL 30, 2026

This bid proposal is for a contract extension of one year beginning **May 1, 2025 through April 30, 2026. This contract is for the 2nd extension.** The City shall have the exclusive right to determine which applications shall be used throughout the year. The City also reserves the right to cancel any application as deemed necessary.

TOTAL COST SECTION I & II & III & IV & V & VI for 2025 \$ 76,765

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Core & Main for certain general water department utility tools and marking supplies maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year, the department requires the use of various utility tools and markings supplies to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received six (6) quotes on November 13, 2024. See [Attachment A](#). Please find the lowest bid items highlighted. None of the quotes submitted were the lowest in all categories, therefore several vendors were selected to provide the parts. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2026 and 2027.

Core & Main is the awarded vendor for the 8' 4-way swivel valve key (with 2" square), Pollard – 6', 7', 8' T handle clean out tool, Richardson-Pipe descender (36"long), Manhole hooks (3'), Krylon inverted marking paint and 21" marking flags.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Core & Main.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

City of Darien

General Water Department Utility Tools & Utility Marking Supplies
(MADE IN THE USA NO EXCEPTIONS)

	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
	Price	Price	Price	Price	Price	Price	Price
Adjustable Fire Hydrant Wrench	\$ 29.00	\$ 25.00	no quote	\$ 55.78	\$ 30.00	\$ 30.00	\$ 65.00
Richardson 2' Pentagon Key w/Snap on Socket	\$ 125.00	\$ 115.00	no quote	no quote	\$ 125.00	\$ 125.00	\$ 185.00
TOTALS	\$ 154.00	\$ 140.00	no quote	\$ 55.78	\$ 155.00	\$ 155.00	\$ 250.00
TOTALS WITH NO BIDS	\$ 29.00	\$ 25.00	no quote	\$ 55.78	\$ 30.00	\$ 30.00	\$ 65.00
Gavin - 6' Curb Box/Service Key (Solid)	\$ 59.00	\$ 52.00	no quote	\$ 59.56	\$ 70.00	\$ 70.00	\$ 80.00
Gavin - 7' Curb Box/Service Key (Solid)	\$ 65.00	\$ 58.00	no quote	\$ 64.03	\$ 80.00	\$ 80.00	\$ 85.00
Gavin - 8' Curb Box/Service Key (Solid)	\$ 70.00	\$ 62.00	no quote	\$ 68.93	\$ 115.00	\$ 115.00	\$ 90.00
TOTALS	\$ 194.00	\$ 172.00	no quote	\$ 192.52	\$ 265.00	\$ 265.00	\$ 255.00
8' 4-way Swivel Valve Key (with 2" Square)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Pollard - 6' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 275.00	\$ 275.00	\$ 365.00
Pollard - 7' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 295.00	\$ 295.00	\$ 395.00
Pollard - 8' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 310.00	\$ 310.00	\$ 425.00
TOTALS	no quote	no quote	no quote	no quote	\$ 880.00	\$ 880.00	\$ 1,185.00
TOTALS WITH NO BIDS					\$ 880.00	\$ 880.00	\$ 1,185.00
Richardson - Pipe Descaler (36" long)	no quote	\$ 216.00	no quote	no quote	\$ 199.00	\$ 199.00	\$ 240.00
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)	\$ 105.00	\$ 125.00	no quote	no quote	\$ 130.00	\$ 130.00	\$ 125.00
Manhole hooks (2')	\$ 30.00	\$ 30.00	\$ 46.48	no quote	\$ 32.00	\$ 32.00	\$ 36.00
Manhole hooks (3')	\$ 38.00	\$ 38.00	\$ 68.26	no quote	\$ 36.00	\$ 36.00	\$ 65.00
Manhole hooks (4')	no quote	no quote	no quote	no quote	no quote	no quote	no quote
3 Foot - Mighty Probe Insulated T-Handle	\$ 87.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 125.00
4 Foot - Mighty Probe Insulated T-Handle	\$ 89.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 135.00
TOTALS	\$ 349.00	\$ 409.00	\$ 114.74	no quote	\$ 617.00	\$ 617.00	\$ 726.00
TOTALS WITH NO BIDS	\$ 68.00	\$ 193.00	\$ 114.74		\$ 68.00	\$ 68.00	\$ 101.00
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)	\$ 120.00	no quote	no quote	no quote	no quote	no quote	no quote
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Iron Pipe Thread to National Standard Thread Coupling	\$ 29.00	no quote	no quote	no quote	no quote	no quote	no quote
TOTALS	\$ 149.00	no quote	no quote	no quote	no quote	no quote	no quote
TOTALS WITH NO BIDS	\$ 149.00						
Krylon Inverted Blue Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Red Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Green Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted White Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Purple Marking Paint can price	no quote	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Orange Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
TOTALS	\$ 32.50	no quote	no quote	\$ 26.94	\$ 27.00	\$ 26.94	no quote
21" Blue Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Red Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Green Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" White Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Purple Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
TOTALS	\$ 60.00	\$ 150.00	no quote	\$ 95.00	\$ 60.00	\$ 60.00	no quote
TOTAL	\$ 938.50	\$ 871.00	\$ 114.74	\$ 370.24	\$ 2,004.00	\$ 2,003.94	\$ 2,416.00
TOTALS WITH NO BIDS	\$ 532.50	\$ 540.00	\$ 114.74	\$ 370.24	\$ 1,330.00	\$ 1,329.94	\$ 1,606.00

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM CORE & MAIN FOR CERTAIN
GENERAL WATER DEPARTMENT UTILITY TOOLS AND MARKING SUPPLIES
MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2025
THROUGH APRIL 30, 2026**

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Core & Main for certain general water department utility tools and marking supplies maintenance of the water system for a period of May 1, 2025 through April 30, 2026, attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

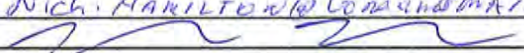
APPROVED AS TO FORM:

CITY ATTORNEY

2025-2026 City of Darien Water Department Parts Purchase List

General Water Department Utility Tools & Utility Marking Supplies (MADE IN THE USA NO EXCEPTIONS)			
			Price
Adjustable Fire Hydrant Wrench			30
Richardson 2' Pentagon Key w/Snap on Socket			125
Gavin - 6' Curb Box/Service Key (Solid)			70
Gavin - 7' Curb Box/Service Key (Solid)			80
Gavin - 8' Curb Box/Service Key (Solid)			115
8' 4-way Swivel Valve Key (with 2" Square)		N/D	BID
Pollard - 6' T-Handle Clean out tool			275
Pollard - 7' T-Handle Clean out tool			295
Pollard - 8' T-Handle Clean out tool			310
Richardson - Pipe Descaler (36" long)			199
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)			130
Manhole hooks (2')			32
Manhole hooks (3')			36
Manhole hooks (4')			N/D BID
3 Foot - Mighty Probe Insulated T-Handle			110
4 Foot - Mighty Probe Insulated T-Handle			110
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)			
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)			No bid
Iron Pipe Thread to National Standard Thread Coupling			
		Price/Can	Size Can (OZ)
Krylon Inverted Blue Marking Paint	\$4.49	4.50	170Z
Krylon Inverted Red Marking Paint	\$4.49	4.50	
Krylon Inverted Green Marking Paint	\$4.49	4.50	
Krylon Inverted White Marking Paint	\$4.49	4.50	
Krylon Inverted Purple Marking Paint	\$4.49	4.50	
Krylon Inverted Orange Marking Paint	\$4.49	4.50	
		Price/100 count	
21" Blue Marking Flags			12
21" Red Marking Flags			12
21" Green Marking Flags			12
21" White Marking Flags			12
21" Purple Marking Flags			12

2025-2026 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		975
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		1250
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		1925
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		2975
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		3745
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		
		Price
Only accepting the following brands		
Mueller Super Centurion		5250
East Jordan CD250		no bid
Waterous Pacer		5250
Clow Medallion		no bid
Company Name:	CONRAD MAIN	
Address:	3415 OHIO AVE ST CHARLES	
Submitted By-Print Name:	NICH HAMILTON	
Date:	11/12/24	
Office Telephone Number:	630-665-1800	
Mobile Telephone Number:		
Fax Number:	630-665-1833	
E-mail Address:	NICH.HAMILTON@CONRADMAIN.COM	
Authorized Signature:		

CONRAD MAIN

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Underground Pipe & Valve Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year, the department requires the use of various utility tools and marking supplies to repair water-system related items throughout the City.

On November 13, 2024, staff received competitive quotes for the various tools and marking supplies, and staff received six (6) quotes. See [Attachment A](#) for the highlighted lowest bid. None of the quotes submitted were the lowest in all categories, therefore several vendors were selected to provide the parts. The request for quotes stipulated that pricing be held in place through April 30, 2026. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2027 and 2028.

Underground Pipe & Valve Company is the awarded vendor for adjustable fire hydrant wrench, Richardson 2' pentagon key w/Snap on socket and Gavin-6', 7', 8' curb box/service key (solid).

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Underground Pipe & Valve Company.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

City of Darien

General Water Department Utility Tools & Utility Marking Supplies
(MADE IN THE USA NO EXCEPTIONS)

	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
	Price	Price	Price	Price	Price	Price	Price
Adjustable Fire Hydrant Wrench	\$ 29.00	\$ 25.00	no quote	\$ 55.78	\$ 30.00	\$ 30.00	\$ 65.00
Richardson 2' Pentagon Key w/Snap on Socket	\$ 125.00	\$ 115.00	no quote	no quote	\$ 125.00	\$ 125.00	\$ 185.00
TOTALS	\$ 154.00	\$ 140.00	no quote	\$ 55.78	\$ 155.00	\$ 155.00	\$ 250.00
TOTALS WITH NO BIDS	\$ 29.00	\$ 25.00	no quote	\$ 55.78	\$ 30.00	\$ 30.00	\$ 65.00
Gavin - 6' Curb Box/Service Key (Solid)	\$ 59.00	\$ 52.00	no quote	\$ 59.56	\$ 70.00	\$ 70.00	\$ 80.00
Gavin - 7' Curb Box/Service Key (Solid)	\$ 65.00	\$ 58.00	no quote	\$ 64.03	\$ 80.00	\$ 80.00	\$ 85.00
Gavin - 8' Curb Box/Service Key (Solid)	\$ 70.00	\$ 62.00	no quote	\$ 68.93	\$ 115.00	\$ 115.00	\$ 90.00
TOTALS	\$ 194.00	\$ 172.00	no quote	\$ 192.52	\$ 265.00	\$ 265.00	\$ 255.00
8' 4-way Swivel Valve Key (with 2" Square)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Pollard - 6' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 275.00	\$ 275.00	\$ 365.00
Pollard - 7' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 295.00	\$ 295.00	\$ 395.00
Pollard - 8' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 310.00	\$ 310.00	\$ 425.00
TOTALS	no quote	no quote	no quote	no quote	\$ 880.00	\$ 880.00	\$ 1,185.00
TOTALS WITH NO BIDS					\$ 880.00	\$ 880.00	\$ 1,185.00
Richardson - Pipe Descaler (36" long)	no quote	\$ 216.00	no quote	no quote	\$ 199.00	\$ 199.00	\$ 240.00
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)	\$ 105.00	\$ 125.00	no quote	no quote	\$ 130.00	\$ 130.00	\$ 125.00
Manhole hooks (2')	\$ 30.00	\$ 30.00	\$ 46.48	no quote	\$ 32.00	\$ 32.00	\$ 36.00
Manhole hooks (3')	\$ 38.00	\$ 38.00	\$ 68.26	no quote	\$ 36.00	\$ 36.00	\$ 65.00
Manhole hooks (4')	no quote	no quote	no quote	no quote	no quote	no quote	no quote
3 Foot - Mighty Probe Insulated T-Handle	\$ 87.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 125.00
4 Foot - Mighty Probe Insulated T-Handle	\$ 89.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 135.00
TOTALS	\$ 349.00	\$ 409.00	\$ 114.74	no quote	\$ 617.00	\$ 617.00	\$ 726.00
TOTALS WITH NO BIDS	\$ 68.00	\$ 193.00	\$ 114.74		\$ 68.00	\$ 68.00	\$ 101.00
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)	\$ 120.00	no quote	no quote	no quote	no quote	no quote	no quote
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Iron Pipe Thread to National Standard Thread Coupling	\$ 29.00	no quote	no quote	no quote	no quote	no quote	no quote
TOTALS	\$ 149.00	no quote	no quote	no quote	no quote	no quote	no quote
TOTALS WITH NO BIDS	\$ 149.00						
Krylon Inverted Blue Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Red Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Green Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted White Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Purple Marking Paint can price	no quote	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Orange Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
TOTALS	\$ 32.50	no quote	no quote	\$ 26.94	\$ 27.00	\$ 26.94	no quote
21" Blue Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Red Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Green Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" White Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Purple Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
TOTALS	\$ 60.00	\$ 150.00	no quote	\$ 95.00	\$ 60.00	\$ 60.00	no quote
TOTAL	\$ 938.50	\$ 871.00	\$ 114.74	\$ 370.24	\$ 2,004.00	\$ 2,003.94	\$ 2,416.00
TOTALS WITH NO BIDS	\$ 532.50	\$ 540.00	\$ 114.74	\$ 370.24	\$ 1,330.00	\$ 1,329.94	\$ 1,606.00



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM UNDERGROUND PIPE & VALVE COMPANY FOR CERTAIN GENERAL WATER DEPARTMENT UTILITY TOOLS AND MARKING SUPPLIES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Underground Pipe & Valve Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026, attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

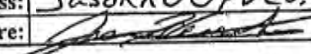
APPROVED AS TO FORM:

CITY ATTORNEY

2025-2026 City of Darien Water Department Parts Purchase List

General Water Department Utility Tools & Utility Marking Supplies (MADE IN THE USA NO EXCEPTIONS)			
			Price
Adjustable Fire Hydrant Wrench			25-
Richardson 2' Pentagon Key w/Snap on Socket			115-
Gavin - 6' Curb Box/Service Key (Solid)			52-
Gavin - 7' Curb Box/Service Key (Solid)			58-
Gavin - 8' Curb Box/Service Key (Solid)			62-
8' 4-way Swivel Valve Key (with 2" Square)			N/A
Pollard - 6' T-Handle Clean out tool			N/A
Pollard - 7' T-Handle Clean out tool			↓
Pollard - 8' T-Handle Clean out tool			↓
Richardson - Pipe Descaler (36" long)			216-
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)			125-
Manhole hooks (2')			30-
Manhole hooks (3')			38-
Manhole hooks (4')			N/A
3 Foot - Mighty Probe Insulated T-Handle			↓
4 Foot - Mighty Probe Insulated T-Handle			↓
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)			N/A
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)			↓
Iron Pipe Thread to National Standard Thread Coupling			↓
		Price/Can	Size Can (OZ)
Krylon Inverted Blue Marking Paint		N/A	N/A
Krylon Inverted Red Marking Paint		↓	↓
Krylon Inverted Green Marking Paint		↓	↓
Krylon Inverted White Marking Paint		↓	↓
Krylon Inverted Purple Marking Paint		↓	↓
Krylon Inverted Orange Marking Paint		↓	↓
		Price/100 count	
21" Blue Marking Flags			30-
21" Red Marking Flags			30-
21" Green Marking Flags			30-
21" White Marking Flags			30-
21" Purple Marking Flags			30-

2025-2026 City of Darien Water Department Parts Purchase List

American Flow Control Valves			Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90			N/A
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00			↓ ↓ ↓ ↓ ↓
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10			
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20			
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30			
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory			Price
Only accepting the following brands			
Mueller Super Centurion			N/A
East Jordan CD250			↓
Waterous Pacer			✓
Clow Medallion			4885-
Company Name:	Underground Pipe + Valve		
Address:	211 Amendodge Dr. Shorewood, IL 60404		
Submitted By-Print Name:	Jason Henschen		
Date:	11-4-24		
Office Telephone Number:	815-730-1180		
Mobile Telephone Number:	815-557-9011		
Fax Number:	815-730-1270		
E-mail Address:	jasonh@UPVCO.COM		
Authorized Signature:			

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Water Products Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year, the department requires the use of various utility fixtures to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received six (6) quotes on November 13, 2024. See [Attachment A](#). Please find the lowest bid items highlighted. None of the quotes submitted were the lowest in all categories, therefore several vendors were selected to provide the parts. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2026 and 2027.

Water Products Company is the awarded vendor for ratchet wrench (w/1 ¼” & 1 1/16” sockets), manhole hooks (2’, 3’ & 4’ mighty probe insulated T-handle, 2 ½” iron pipe thread 2” fire hose (50’ length) and iron pipe thread to National Standard thread coupling.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Water Products Company.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

City of Darien

**General Water Department Utility Tools & Utility Marking Supplies
(MADE IN THE USA NO EXCEPTIONS)**

	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
	Price	Price	Price	Price	Price	Price	Price
Adjustable Fire Hydrant Wrench	\$ 29.00	\$ 25.00	no quote	\$ 55.78	\$ 30.00	\$ 30.00	\$ 65.00
Richardson 2' Pentagon Key w/Snap on Socket	\$ 125.00	\$ 115.00	no quote	no quote	\$ 125.00	\$ 125.00	\$ 185.00
TOTALS	\$ 154.00	\$ 140.00	no quote	\$ 55.78	\$ 155.00	\$ 155.00	\$ 250.00
TOTALS WITH NO BIDS	\$ 29.00	\$ 25.00	no quote	\$ 55.78	\$ 30.00	\$ 30.00	\$ 65.00
Gavin - 6' Curb Box/Service Key (Solid)	\$ 59.00	\$ 52.00	no quote	\$ 59.56	\$ 70.00	\$ 70.00	\$ 80.00
Gavin - 7' Curb Box/Service Key (Solid)	\$ 65.00	\$ 58.00	no quote	\$ 64.03	\$ 80.00	\$ 80.00	\$ 85.00
Gavin - 8' Curb Box/Service Key (Solid)	\$ 70.00	\$ 62.00	no quote	\$ 68.93	\$ 115.00	\$ 115.00	\$ 90.00
TOTALS	\$ 194.00	\$ 172.00	no quote	\$ 192.52	\$ 265.00	\$ 265.00	\$ 255.00
8' 4-way Swivel Valve Key (with 2" Square)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Pollard - 6' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 275.00	\$ 275.00	\$ 365.00
Pollard - 7' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 295.00	\$ 295.00	\$ 395.00
Pollard - 8' T-Handle Clean out tool	no quote	no quote	no quote	no quote	\$ 310.00	\$ 310.00	\$ 425.00
TOTALS	no quote	no quote	no quote	no quote	\$ 880.00	\$ 880.00	\$ 1,185.00
TOTALS WITH NO BIDS					\$ 880.00	\$ 880.00	\$ 1,185.00
Richardson - Pipe Descaler (36" long)	no quote	\$ 216.00	no quote	no quote	\$ 199.00	\$ 199.00	\$ 240.00
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)	\$ 105.00	\$ 125.00	no quote	no quote	\$ 130.00	\$ 130.00	\$ 125.00
Manhole hooks (2')	\$ 30.00	\$ 30.00	\$ 46.48	no quote	\$ 32.00	\$ 32.00	\$ 36.00
Manhole hooks (3')	\$ 38.00	\$ 38.00	\$ 68.26	no quote	\$ 36.00	\$ 36.00	\$ 65.00
Manhole hooks (4')	no quote	no quote	no quote	no quote	no quote	no quote	no quote
3 Foot - Mighty Probe Insulated T-Handle	\$ 87.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 125.00
4 Foot - Mighty Probe Insulated T-Handle	\$ 89.00	no quote	no quote	no quote	\$ 110.00	\$ 110.00	\$ 135.00
TOTALS	\$ 349.00	\$ 409.00	\$ 114.74	no quote	\$ 617.00	\$ 617.00	\$ 726.00
TOTALS WITH NO BIDS	\$ 68.00	\$ 193.00	\$ 114.74		\$ 68.00	\$ 68.00	\$ 101.00
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)	\$ 120.00	no quote	no quote	no quote	no quote	no quote	no quote
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)	no quote	no quote	no quote	no quote	no quote	no quote	no quote
Iron Pipe Thread to National Standard Thread Coupling	\$ 29.00	no quote	no quote	no quote	no quote	no quote	no quote
TOTALS	\$ 149.00	no quote	no quote	no quote	no quote	no quote	no quote
TOTALS WITH NO BIDS	\$ 149.00						
Krylon Inverted Blue Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Red Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Green Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted White Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Purple Marking Paint can price	no quote	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
Krylon Inverted Orange Marking Paint can price	\$ 6.50	no quote	no quote	\$ 4.49	\$ 4.50	\$ 4.49	no quote
TOTALS	\$ 32.50	no quote	no quote	\$ 26.94	\$ 27.00	\$ 26.94	no quote
21" Blue Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Red Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Green Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" White Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
21" Purple Marking Flags 100 count	\$ 12.00	\$ 30.00	no quote	\$ 19.00	\$ 12.00	\$ 12.00	no quote
TOTALS	\$ 60.00	\$ 150.00	no quote	\$ 95.00	\$ 60.00	\$ 60.00	no quote
TOTAL	\$ 938.50	\$ 871.00	\$ 114.74	\$ 370.24	\$ 2,004.00	\$ 2,003.94	\$ 2,416.00
TOTALS WITH NO BIDS	\$ 532.50	\$ 540.00	\$ 114.74	\$ 370.24	\$ 1,330.00	\$ 1,329.94	\$ 1,606.00



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM WATER PRODUCTS COMPANY FOR CERTAIN GENERAL WATER DEPARTMENT UTILITY TOOLS AND MARKING SUPPLIES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Water Products Company for certain general water department utility tools and marking supplies for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026, attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



2025-2026 City of Darien Water Department Parts Purchase List

General Water Department Utility Tools & Utility Marking Supplies (MADE IN THE USA NO EXCEPTIONS)			
			Price
Adjustable Fire Hydrant Wrench			29
Richardson 2' Pentagon Key w/Snap on Socket			12.5
Gavin - 6' Curb Box/Service Key (Solid)			
Gavin - 7' Curb Box/Service Key (Solid)			59
Gavin - 8' Curb Box/Service Key (Solid)			65
			70
8' 4-way Swivel Valve Key (with 2" Square)			-
Pollard - 6' T-Handle Clean out tool			-
Pollard - 7' T-Handle Clean out tool			-
Pollard - 8' T-Handle Clean out tool			-
Richardson - Pipe Descaler (36" long)			-
Ratchet Wrench (w/ 1-1/4" & 1-1/16" Sockets)			105
Manhole hooks (2')			30
Manhole hooks (3')			38
Manhole hooks (4')			-
3 Foot - Mighty Probe Insulated T-Handle			87
4 Foot - Mighty Probe Insulated T-Handle			89
2-1/2" Iron Pipe Thread 2" Fire Hose (50' Length)			120
2-1/2" Iron Pipe Thread 2" Fire Hose (100' Length)			-
Iron Pipe Thread to National Standard Thread Coupling			29
		Price/Can	Size Can (OZ)
Krylon Inverted Blue Marking Paint		6.50	17 oz.
Krylon Inverted Red Marking Paint		6.50)
Krylon Inverted Green Marking Paint		6.50	
Krylon Inverted White Marking Paint		6.50	
Krylon Inverted Purple Marking Paint		-	
Krylon Inverted Orange Marking Paint		6.50	
			↓
		Price/100 count	
21" Blue Marking Flags			12
21" Red Marking Flags			12
21" Green Marking Flags			12
21" White Marking Flags			12
21" Purple Marking Flags			12

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2025-2026 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		1012
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		1296
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		1981
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		3072
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		3873
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		
		Price
Only accepting the following brands		
Mueller Super Centurion		—
East Jordan CD250		—
Waterous Pacer		5990
Clow Medallion		5875
Company Name:	WATER PRODUCTS COMPANY	
Address:	3255 E. NEW YORK ST TORONTO, IL 60054	
Submitted By-Print Name:	ADAM DOWD	
Date:	11/8/24	
Office Telephone Number:	630-898-6100	
Mobile Telephone Number:	-	
Fax Number:	630-898-1067	
E-mail Address:	ADAMD@WATERPRODUCTS.COM	
Authorized Signature:	[Signature]	

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Core & Main for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year, the department requires the use of various utility fixtures to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received six (6) quotes on November 13, 2024. See [Attachment A](#). Please find the lowest bid items highlighted. None of the quotes submitted were the lowest in all categories, therefore two vendors were selected to provide the parts. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2026 and 2027.

Core & Main is the awarded vendor of all water department utility fixtures made in the U.S. with the exception of the cut-in and solid sleeves with Megalug accessories. Core & Main presented the most complete list of prices.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Core & Main.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

City of Darien

General Water Department Utility Fixtures (Made in the USA No Exceptions)

Valve Prices to include Megalug Accessories	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
	Price	Price	Price	Price	Price	Price	Price
Mueller 6" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 1,169.00	\$ 1,169.00	\$ 1,195.00
Mueller 8" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 1,725.00	\$ 1,725.00	\$ 1,850.00
Mueller 10" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 2,755.00	\$ 2,755.00	\$ 2,888.00
Mueller 12" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 3,580.00	\$ 3,580.00	\$ 3,995.00
6" Megalug Assembly for Ductile Iron Pipe	\$ 73.50	\$ 59.00	\$ 69.45	\$ 54.59	\$ 45.00	\$ 45.00	\$ 53.00
8" Megalug Assembly for Ductile Iron Pipe	\$ 93.00	\$ 78.00	\$ 90.08	\$ 72.89	\$ 62.00	\$ 62.00	\$ 70.00
10" Megalug Assembly for Ductile Iron Pipe	\$ 132.00	\$ 112.00	\$ 127.39	\$ 104.13	\$ 89.00	\$ 89.00	\$ 98.00
12" Megalug Assembly for Ductile Iron Pipe	\$ 170.00	\$ 147.00	\$ 165.22	\$ 137.61	\$ 122.00	\$ 122.00	\$ 135.00
Total	\$ 468.50	\$ 396.00	\$ 382.69	\$ 369.22	\$ 9,547.00	\$ 9,547.00	\$ 10,284.00
TOTALS ADJUSTMENT WITH NO BID	\$ 468.50	\$ 396.00	\$ 382.69	\$ 369.22	\$ 318.00	\$ 318.00	\$ 356.00
6" Cut-In Sleeve w/ Megalug accessories	\$ 985.00	\$ 925.00	no quote	\$ 436.00	\$ 936.00	\$ 936.00	\$ 1,250.00
8" Cut-In Sleeve w/ Megalug accessories	\$ 1,238.00	\$ 1,200.00	no quote	\$ 581.67	\$ 1,225.00	\$ 1,225.00	\$ 1,475.00
10" Cut-In Sleeve w/ Megalug accessories	\$ 1,535.00	\$ 1,480.00	no quote	\$ 726.76	\$ 1,675.00	\$ 1,675.00	\$ 1,825.00
12" Cut-In Sleeve w/ Megalug accessories	\$ 2,037.00	\$ 1,970.00	no quote	\$ 879.45	\$ 1,985.00	\$ 1,985.00	\$ 2,105.00
6" Solid Sleeve w/ Megalug accessories	\$ 296.00	\$ 260.00	no quote	\$ 201.09	\$ 255.00	\$ 255.00	\$ 325.00
8" Solid Sleeve w/ Megalug accessories	\$ 381.00	\$ 340.00	no quote	\$ 263.07	\$ 337.00	\$ 337.00	\$ 395.00
10" Solid Sleeve w/ Megalug accessories	\$ 553.00	\$ 500.00	no quote	\$ 387.73	\$ 495.00	\$ 495.00	\$ 580.00
12" Solid Sleeve w/ Megalug accessories	\$ 733.00	\$ 665.00	no quote	\$ 520.64	\$ 670.00	\$ 670.00	\$ 775.00
Total	\$ 7,758.00	\$ 7,340.00	no quote	\$ 3,996.41	\$ 7,578.00	\$ 7,578.00	\$ 8,730.00
TOTALS ADJUSTMENT WITH NO BID	\$ 7,758.00	\$ 7,340.00	no quote	\$ 3,996.41	\$ 7,578.00	\$ 7,578.00	\$ 8,730.00
Mueller Telescoping Service Box (Minneapolis Style) 1-1/4" (H-10300)	no quote	\$ 58.00	no quote	no quote	\$ 55.00	\$ 55.00	\$ 65.00
Mueller Telescoping Service Box (Minneapolis Style) 1-1/2" (H-10302)	no quote	\$ 87.00	no quote	no quote	\$ 67.00	\$ 67.00	\$ 83.00
Mueller Telescoping Service Box (Minneapolis Style) 2" (H-10304)	no quote	no quote	no quote	no quote	\$ 118.00	\$ 118.00	\$ 135.00
Mueller 2-1/2" Repair Lid (with 1-1/4" Threads) (89375)	no quote	\$ 16.00	no quote	no quote	\$ 12.00	\$ 12.00	\$ 16.25
Mueller 2-1/2" Repair Lid (with 1-1/2" Threads) (89980)	no quote	\$ 14.25	no quote	no quote	\$ 16.50	\$ 16.50	\$ 18.50
Mueller 2-1/2" Expandable Repair Lid (H-10374)	no quote	\$ 13.00	no quote	no quote	\$ 24.50	\$ 24.50	\$ 24.50
Total	no quote	\$ 188.25	no quote	no quote	\$ 293.00	\$ 293.00	\$ 342.25
TOTALS ADJUSTMENT WITH NO BID	no quote	\$ 188.25	no quote	no quote	\$ 175.00	\$ 175.00	\$ 207.25
Valve Box (664-S)	\$ 279.00	\$ 230.00	\$ 261.42	\$ 249.07	\$ 245.00	\$ 245.00	\$ 295.00
18" Valve Box Extension (#59)	\$ 95.00	\$ 85.00	\$ 79.21	\$ 84.98	\$ 87.00	\$ 87.00	\$ 85.00
24" Valve Box Extension (#60)	\$ 96.00	\$ 86.00	\$ 83.59	\$ 85.95	\$ 89.00	\$ 89.00	\$ 89.00
5-1/2" Valve Box Lid	\$ 23.00	\$ 20.00	\$ 24.77	\$ 20.51	\$ 21.00	\$ 21.00	\$ 26.50
Valve Box Stabilizer (plastic)	\$ 36.00	\$ 30.00	\$ 40.00	no quote	\$ 26.00	\$ 26.00	\$ 37.50
Valve Box Stabilizer (rubber)	\$ 59.00	no quote	no quote	\$ 48.85	\$ 52.00	\$ 48.85	\$ 63.00
Shear Guard 6" Clay to Plastic Non Shear Coupling	\$ 65.00	\$ 60.00	no quote	\$ 48.81	no quote	\$ 48.81	no quote
Shear Guard 6" Plastic to Plastic Non Shear Coupling	\$ 49.00	\$ 100.00	no quote	\$ 91.00	no quote	\$ 49.00	no quote
Total	\$ 702.00	\$ 611.00	\$ 488.99	\$ 629.17	\$ 520.00	\$ 614.66	\$ 596.00
TOTALS ADJUSTMENT	\$ 529.00	\$ 451.00	\$ 488.99	\$ 580.32	\$ 468.00	\$ 565.81	\$ 495.50
Hymax Coupling 1-1/2"	no quote	no quote	no quote	no quote	\$ 136.00	\$ 136.00	\$ 160.00
Hymax Coupling 2"	\$ 165.00	no quote	no quote	\$ 145.84	\$ 144.00	\$ 144.00	\$ 170.00
Hymax Coupling 3"	\$ 218.00	no quote	no quote	\$ 191.92	\$ 190.00	\$ 190.00	\$ 225.00
Hymax Coupling 4"	\$ 279.00	no quote	no quote	\$ 245.93	\$ 243.00	\$ 243.00	\$ 298.00
Hymax Coupling 6"	\$ 369.00	no quote	no quote	\$ 325.69	\$ 322.00	\$ 322.00	\$ 405.00
Hymax Coupling 8"	\$ 417.00	no quote	no quote	\$ 367.72	\$ 364.00	\$ 364.00	\$ 460.00
Hymax Coupling 10"	\$ 536.00	no quote	no quote	\$ 473.05	\$ 495.00	\$ 473.05	\$ 588.00
Hymax Coupling 12"	\$ 633.00	no quote	no quote	\$ 558.34	\$ 661.00	\$ 661.00	\$ 725.00
Total	\$ 2,617.00	no quote	no quote	\$ 2,308.49	\$ 2,419.00	\$ 2,397.05	\$ 3,031.00
TOTALS ADJUSTMENT WITH NO BID	\$ 2,617.00	no quote	no quote	\$ 2,308.49	\$ 2,283.00	\$ 2,261.05	\$ 2,871.00
1-1/4" B-Box Riser Threaded with set screw - 6" height	\$ 19.75	\$ 22.00	no quote	\$ 25.02	\$ 18.50	\$ 18.50	\$ 19.50
1-1/4" B-Box Riser Threaded with set screw - 12" height	\$ 39.00	\$ 39.00	no quote	\$ 44.91	\$ 34.00	\$ 34.00	\$ 29.95
1-1/4" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 57.00	no quote	\$ 58.72	\$ 40.00	\$ 40.00	\$ 39.95
1-1/2" B-Box Riser Threaded with set screw - 6" height	\$ 22.00	\$ 28.00	no quote	\$ 37.35	\$ 19.00	\$ 19.00	\$ 22.00
1-1/2" B-Box Riser Threaded with set screw - 12" height	\$ 41.00	\$ 52.00	no quote	\$ 50.11	\$ 36.00	\$ 36.00	\$ 32.00
1-1/2" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 67.00	no quote	\$ 64.97	\$ 50.00	\$ 50.00	\$ 42.00
2" B-Box Riser Threaded with set screw - 6" height	\$ 40.00	\$ 50.00	no quote	\$ 38.23	\$ 32.00	\$ 32.00	\$ 32.00
2" B-Box Riser Threaded with set screw - 12" height	no quote	\$ 62.00	no quote	\$ 53.49	\$ 45.00	\$ 45.00	\$ 41.00
2" B-Box Riser Threaded with set screw - 18" height	no quote	no quote	no quote	\$ 74.08	\$ 58.00	\$ 58.00	\$ 62.00
Total	\$ 161.75	\$ 377.00	no quote	\$ 446.88	\$ 332.50	\$ 332.50	\$ 320.40
TOTALS ADJUSTMENT WITH NO BID	\$ 161.75	\$ 191.00	no quote	\$ 195.62	\$ 139.50	\$ 139.50	\$ 135.45
TOTALS							
TOTALS ADJUSTMENT WITH NO BID	\$ 11,534.25	\$ 8,566.25	\$ 871.68	\$ 7,218.45	\$ 10,961.50	\$ 11,037.36	\$ 12,795.20



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM CORE & MAIN FOR CERTAIN GENERAL WATER DEPARTMENT UTILITY FIXTURES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Core & Main for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026, attached hereto as "[Exhibit A](#)" and is by this reference expressly incorporated herein.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

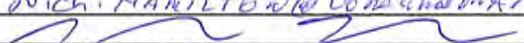
APPROVED AS TO FORM:

CITY ATTORNEY

2025-2026 City of Darien Water Department Parts Purchase List

General Water Department Utility Fixtures (Made in the USA No Exceptions)		
Valve Prices to include Megalug Accessories		Price
Mueller 6" Resilient Gate Wedge Valve with Mechanical Joint ends		1169
Mueller 8" Resilient Gate Wedge Valve with Mechanical Joint ends		1725
Mueller 10" Resilient Gate Wedge Valve with Mechanical Joint ends		2955
Mueller 12" Resilient Gate Wedge Valve with Mechanical Joint ends		3580
6" Megalug Assembly for Ductile Iron Pipe		45
8" Megalug Assembly for Ductile Iron Pipe		62
10" Megalug Assembly for Ductile Iron Pipe		89
12" Megalug Assembly for Ductile Iron Pipe		122
6" Cut-In Sleeve w/ Megalug accessories		936
8" Cut-In Sleeve w/ Megalug accessories		1225
10" Cut-In Sleeve w/ Megalug accessories		1475
12" Cut-In Sleeve w/ Megalug accessories		1985
6" Solid Sleeve w/ Megalug accessories		255
8" Solid Sleeve w/ Megalug accessories		337
10" Solid Sleeve w/ Megalug accessories		495
12" Solid Sleeve w/ Megalug accessories		670
Mueller Telescoping Service Box (Minneapolis Style) 1-1/4" (H-10300)		55
Mueller Telescoping Service Box (Minneapolis Style) 1-1/2" (H-10302)		67
Mueller Telescoping Service Box (Minneapolis Style) 2" (H-10304)		118
Mueller 2-1/2" Repair Lid (with 1-1/4" Threads) (89375)		12
Mueller 2-1/2" Repair Lid (with 1-1/2" Threads) (89980)		16.50
Mueller 2-1/2" Expandable Repair Lid (H-10374)		24.50
Valve Box (664-S)		245
18" Valve Box Extension (#59)		87
24" Valve Box Extension (#60)		89
5-1/2" Valve Box Lid		21
Valve Box Stabilizer (plastic)		26
Valve Box Stabilizer (rubber)	\$48.85	52
Shear Guard 6" Clay to Plastic Non Shear Coupling	\$48.81	51
Shear Guard 6" Plastic to Plastic Non Shear Coupling	\$49.00	52
Hymax Coupling 1-1/2"		136
Hymax Coupling 2"		144
Hymax Coupling 3"		190
Hymax Coupling 4"		243
Hymax Coupling 6"		322
Hymax Coupling 8"		364
Hymax Coupling 10"	\$473.00	445
Hymax Coupling 12"		661
1-1/4" B-Box Riser Threaded with set screw - 6" height		18.50
1-1/4" B-Box Riser Threaded with set screw - 12" height		34
1-1/4" B-Box Riser Threaded with set screw - 18" height		40
1-1/2" B-Box Riser Threaded with set screw - 6" height		19
1-1/2" B-Box Riser Threaded with set screw - 12" height		36
1-1/2" B-Box Riser Threaded with set screw - 18" height		50
2" B-Box Riser Threaded with set screw - 6" height		32
2" B-Box Riser Threaded with set screw - 12" height		45
2" B-Box Riser Threaded with set screw - 18" height		58

2025-2026 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90		975
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		1250
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		1925
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		2975
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		3745
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		
		Price
Only accepting the following brands		
Mueller Super Centurion		5250
East Jordan CD250		no bid
Waterous Pacer		5250
Clow Medallion		no bid
Company Name:	Command Main	
Address:	3415 DHD Ave ST CHARLES	
Submitted By-Print Name:	NICH HAMILTON	
Date:	11/12/24	
Office Telephone Number:	630-665-1800	
Mobile Telephone Number:		
Fax Number:	630-665-1857	
E-mail Address:	NICH.HAMILTON@COMMANDMAIN.COM	
Authorized Signature:		

Command Main

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Ferguson Waterworks for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

BACKGROUND

During the year, the department requires the use of various utility fixtures to repair water-system related items throughout the City.

Competitive quotes were requested for the various repair items, and staff received six (6) quotes on November 13, 2024. See [Attachment A](#). Please find the lowest bid items highlighted. None of the quotes submitted were the lowest in all categories, therefore two vendors were selected to provide the parts. Vendors will be presented for approval through individual memos. The request for quotes included two optional extensions for 2026 and 2027.

Ferguson Waterworks is the awarded vendor for the 6” - 12” cut-in and solid sleeve with Megalug accessories for the water department utility fixtures.

The expenditure would come from the water system maintenance account. The total estimated costs for the water main repair clamps would not exceed \$15,000.

STAFF RECOMMENDATION

Staff recommends approval of this resolution with Ferguson Waterworks.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

City of Darien

General Water Department Utility Fixtures (Made in the USA No Exceptions)

Valve Prices to include Megalug Accessories	2025 Water Products Co.	2025 Underground Pipe & Valve Co.	2025 EJ USA, Inc.	2025 Ferguson Waterworks	2025 Core & Main	RENEGOTIATED 2025 Core & Main	2025 Ziebell Water Service Products, Inc.
	Price	Price	Price	Price	Price	Price	Price
Mueller 6" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 1,169.00	\$ 1,169.00	\$ 1,195.00
Mueller 8" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 1,725.00	\$ 1,725.00	\$ 1,850.00
Mueller 10" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 2,755.00	\$ 2,755.00	\$ 2,888.00
Mueller 12" Resilient Gate Wedge Valve with Mechanical Joint ends	no quote	no quote	no quote	no quote	\$ 3,580.00	\$ 3,580.00	\$ 3,995.00
6" Megalug Assembly for Ductile Iron Pipe	\$ 73.50	\$ 59.00	\$ 69.45	\$ 54.59	\$ 45.00	\$ 45.00	\$ 53.00
8" Megalug Assembly for Ductile Iron Pipe	\$ 93.00	\$ 78.00	\$ 90.08	\$ 72.89	\$ 62.00	\$ 62.00	\$ 70.00
10" Megalug Assembly for Ductile Iron Pipe	\$ 132.00	\$ 112.00	\$ 127.39	\$ 104.13	\$ 89.00	\$ 89.00	\$ 98.00
12" Megalug Assembly for Ductile Iron Pipe	\$ 170.00	\$ 147.00	\$ 165.22	\$ 137.61	\$ 122.00	\$ 122.00	\$ 135.00
Total	\$ 468.50	\$ 396.00	\$ 382.69	\$ 369.22	\$ 9,547.00	\$ 9,547.00	\$ 10,284.00
TOTALS ADJUSTMENT WITH NO BID	\$ 468.50	\$ 396.00	\$ 382.69	\$ 369.22	\$ 318.00	\$ 318.00	\$ 356.00
6" Cut-In Sleeve w/ Megalug accessories	\$ 985.00	\$ 925.00	no quote	\$ 436.00	\$ 936.00	\$ 936.00	\$ 1,250.00
8" Cut-In Sleeve w/ Megalug accessories	\$ 1,238.00	\$ 1,200.00	no quote	\$ 581.67	\$ 1,225.00	\$ 1,225.00	\$ 1,475.00
10" Cut-In Sleeve w/ Megalug accessories	\$ 1,535.00	\$ 1,480.00	no quote	\$ 726.76	\$ 1,675.00	\$ 1,675.00	\$ 1,825.00
12" Cut-In Sleeve w/ Megalug accessories	\$ 2,037.00	\$ 1,970.00	no quote	\$ 879.45	\$ 1,985.00	\$ 1,985.00	\$ 2,105.00
6" Solid Sleeve w/ Megalug accessories	\$ 296.00	\$ 260.00	no quote	\$ 201.09	\$ 255.00	\$ 255.00	\$ 325.00
8" Solid Sleeve w/ Megalug accessories	\$ 381.00	\$ 340.00	no quote	\$ 263.07	\$ 337.00	\$ 337.00	\$ 395.00
10" Solid Sleeve w/ Megalug accessories	\$ 553.00	\$ 500.00	no quote	\$ 387.73	\$ 495.00	\$ 495.00	\$ 580.00
12" Solid Sleeve w/ Megalug accessories	\$ 733.00	\$ 665.00	no quote	\$ 520.64	\$ 670.00	\$ 670.00	\$ 775.00
Total	\$ 7,758.00	\$ 7,340.00	no quote	\$ 3,996.41	\$ 7,578.00	\$ 7,578.00	\$ 8,730.00
TOTALS ADJUSTMENT WITH NO BID	\$ 7,758.00	\$ 7,340.00	no quote	\$ 3,996.41	\$ 7,578.00	\$ 7,578.00	\$ 8,730.00
Mueller Telescoping Service Box (Minneapolis Style) 1-1/4" (H-10300)	no quote	\$ 58.00	no quote	no quote	\$ 55.00	\$ 55.00	\$ 65.00
Mueller Telescoping Service Box (Minneapolis Style) 1-1/2" (H-10302)	no quote	\$ 87.00	no quote	no quote	\$ 67.00	\$ 67.00	\$ 83.00
Mueller Telescoping Service Box (Minneapolis Style) 2" (H-10304)	no quote	no quote	no quote	no quote	\$ 118.00	\$ 118.00	\$ 135.00
Mueller 2-1/2" Repair Lid (with 1-1/4" Threads) (89375)	no quote	\$ 16.00	no quote	no quote	\$ 12.00	\$ 12.00	\$ 16.25
Mueller 2-1/2" Repair Lid (with 1-1/2" Threads) (89980)	no quote	\$ 14.25	no quote	no quote	\$ 16.50	\$ 16.50	\$ 18.50
Mueller 2-1/2" Expandable Repair Lid (H-10374)	no quote	\$ 13.00	no quote	no quote	\$ 24.50	\$ 24.50	\$ 24.50
Total	no quote	\$ 188.25	no quote	no quote	\$ 293.00	\$ 293.00	\$ 342.25
TOTALS ADJUSTMENT WITH NO BID	no quote	\$ 188.25	no quote	no quote	\$ 175.00	\$ 175.00	\$ 207.25
Valve Box (664-S)	\$ 279.00	\$ 230.00	\$ 261.42	\$ 249.07	\$ 245.00	\$ 245.00	\$ 295.00
18" Valve Box Extension (#59)	\$ 95.00	\$ 85.00	\$ 79.21	\$ 84.98	\$ 87.00	\$ 87.00	\$ 85.00
24" Valve Box Extension (#60)	\$ 96.00	\$ 86.00	\$ 83.59	\$ 85.95	\$ 89.00	\$ 89.00	\$ 89.00
5-1/2" Valve Box Lid	\$ 23.00	\$ 20.00	\$ 24.77	\$ 20.51	\$ 21.00	\$ 21.00	\$ 26.50
Valve Box Stabilizer (plastic)	\$ 36.00	\$ 30.00	\$ 40.00	no quote	\$ 26.00	\$ 26.00	\$ 37.50
Valve Box Stabilizer (rubber)	\$ 59.00	no quote	no quote	\$ 48.85	\$ 52.00	\$ 48.85	\$ 63.00
Shear Guard 6" Clay to Plastic Non Shear Coupling	\$ 65.00	\$ 60.00	no quote	\$ 48.81	no quote	\$ 48.81	no quote
Shear Guard 6" Plastic to Plastic Non Shear Coupling	\$ 49.00	\$ 100.00	no quote	\$ 91.00	no quote	\$ 49.00	no quote
Total	\$ 702.00	\$ 611.00	\$ 488.99	\$ 629.17	\$ 520.00	\$ 614.66	\$ 596.00
TOTALS ADJUSTMENT	\$ 529.00	\$ 451.00	\$ 488.99	\$ 580.32	\$ 468.00	\$ 565.81	\$ 495.50
Hymax Coupling 1-1/2"	no quote	no quote	no quote	no quote	\$ 136.00	\$ 136.00	\$ 160.00
Hymax Coupling 2"	\$ 165.00	no quote	no quote	\$ 145.84	\$ 144.00	\$ 144.00	\$ 170.00
Hymax Coupling 3"	\$ 218.00	no quote	no quote	\$ 191.92	\$ 190.00	\$ 190.00	\$ 225.00
Hymax Coupling 4"	\$ 279.00	no quote	no quote	\$ 245.93	\$ 243.00	\$ 243.00	\$ 298.00
Hymax Coupling 6"	\$ 369.00	no quote	no quote	\$ 325.69	\$ 322.00	\$ 322.00	\$ 405.00
Hymax Coupling 8"	\$ 417.00	no quote	no quote	\$ 367.72	\$ 364.00	\$ 364.00	\$ 460.00
Hymax Coupling 10"	\$ 536.00	no quote	no quote	\$ 473.05	\$ 495.00	\$ 473.05	\$ 588.00
Hymax Coupling 12"	\$ 633.00	no quote	no quote	\$ 558.34	\$ 661.00	\$ 661.00	\$ 725.00
Total	\$ 2,617.00	no quote	no quote	\$ 2,308.49	\$ 2,419.00	\$ 2,397.05	\$ 3,031.00
TOTALS ADJUSTMENT WITH NO BID	\$ 2,617.00	no quote	no quote	\$ 2,308.49	\$ 2,283.00	\$ 2,261.05	\$ 2,871.00
1-1/4" B-Box Riser Threaded with set screw - 6" height	\$ 19.75	\$ 22.00	no quote	\$ 25.02	\$ 18.50	\$ 18.50	\$ 19.50
1-1/4" B-Box Riser Threaded with set screw - 12" height	\$ 39.00	\$ 39.00	no quote	\$ 44.91	\$ 34.00	\$ 34.00	\$ 29.95
1-1/4" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 57.00	no quote	\$ 58.72	\$ 40.00	\$ 40.00	\$ 39.95
1-1/2" B-Box Riser Threaded with set screw - 6" height	\$ 22.00	\$ 28.00	no quote	\$ 37.35	\$ 19.00	\$ 19.00	\$ 22.00
1-1/2" B-Box Riser Threaded with set screw - 12" height	\$ 41.00	\$ 52.00	no quote	\$ 50.11	\$ 36.00	\$ 36.00	\$ 32.00
1-1/2" B-Box Riser Threaded with set screw - 18" height	no quote	\$ 67.00	no quote	\$ 64.97	\$ 50.00	\$ 50.00	\$ 42.00
2" B-Box Riser Threaded with set screw - 6" height	\$ 40.00	\$ 50.00	no quote	\$ 38.23	\$ 32.00	\$ 32.00	\$ 32.00
2" B-Box Riser Threaded with set screw - 12" height	no quote	\$ 62.00	no quote	\$ 53.49	\$ 45.00	\$ 45.00	\$ 41.00
2" B-Box Riser Threaded with set screw - 18" height	no quote	no quote	no quote	\$ 74.08	\$ 58.00	\$ 58.00	\$ 62.00
Total	\$ 161.75	\$ 377.00	no quote	\$ 446.88	\$ 332.50	\$ 332.50	\$ 320.40
TOTALS ADJUSTMENT WITH NO BID	\$ 161.75	\$ 191.00	no quote	\$ 195.62	\$ 139.50	\$ 139.50	\$ 135.45
TOTALS							
TOTALS ADJUSTMENT WITH NO BID	\$ 11,534.25	\$ 8,566.25	\$ 871.68	\$ 7,218.45	\$ 10,961.50	\$ 11,037.36	\$ 12,795.20

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM FERGUSON
WATERWORKS FOR CERTAIN GENERAL WATER DEPARTMENT UTILITY
FIXTURES FOR THE MAINTENANCE OF THE WATER SYSTEM FOR A
PERIOD OF MAY 1, 2025 THROUGH APRIL 30, 2026**

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Ferguson Waterworks for certain general water department utility fixtures for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026, attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK


APPROVED AS TO FORM:

CITY ATTORNEY

2025-2026 City of Darien Water Department Parts Purchase List

General Water Department Utility Fixtures (Made in the USA No Exceptions)		
Valve Prices to include Megalug Accessories		Price
Mueller 6" Resilient Gate Wedge Valve with Mechanical Joint ends	NO BID	
Mueller 8" Resilient Gate Wedge Valve with Mechanical Joint ends		
Mueller 10" Resilient Gate Wedge Valve with Mechanical Joint ends	↓	
Mueller 12" Resilient Gate Wedge Valve with Mechanical Joint ends		
6" Megalug Assembly for Ductile Iron Pipe		54.59
8" Megalug Assembly for Ductile Iron Pipe		72.89
10" Megalug Assembly for Ductile Iron Pipe		104.13
12" Megalug Assembly for Ductile Iron Pipe		137.61
6" Cut-In Sleeve w/ Megalug accessories		436.00
8" Cut-In Sleeve w/ Megalug accessories		581.67
10" Cut-In Sleeve w/ Megalug accessories		726.76
12" Cut-In Sleeve w/ Megalug accessories		879.45
6" Solid Sleeve w/ Megalug accessories		201.09
8" Solid Sleeve w/ Megalug accessories		263.07
10" Solid Sleeve w/ Megalug accessories		387.73
12" Solid Sleeve w/ Megalug accessories		520.64
Mueller Telescoping Service Box (Minneapolis Style) 1-1/4" (H-10300)	NO BID	
Mueller Telescoping Service Box (Minneapolis Style) 1-1/2" (H-10302)		
Mueller Telescoping Service Box (Minneapolis Style) 2" (H-10304)	↓	
Mueller 2-1/2" Repair Lid (with 1-1/4" Threads) (89375)		
Mueller 2-1/2" Repair Lid (with 1-1/2" Threads) (89980)		
Mueller 2-1/2" Expandable Repair Lid (H-10374)		
Valve Box (664-S)		249.07
18" Valve Box Extension (#59)		84.98
24" Valve Box Extension (#60)		85.95
5-1/2" Valve Box Lid		20.51
Valve Box Stabilizer (plastic)	NO BID	
Valve Box Stabilizer (rubber)		48.85
Shear Guard 6" Clay to Plastic Non Shear Coupling		48.81
Shear Guard 6" Plastic to Plastic Non Shear Coupling		91.00
Hymax Coupling 1-1/2"	NO BID	
Hymax Coupling 2"		145.84
Hymax Coupling 3"		191.92
Hymax Coupling 4"		245.93
Hymax Coupling 6"		325.69
Hymax Coupling 8"		367.72
Hymax Coupling 10"		473.05
Hymax Coupling 12"		558.34
1-1/4" B-Box Riser Threaded with set screw - 6" height		25.02
1-1/4" B-Box Riser Threaded with set screw - 12" height		44.91
1-1/4" B-Box Riser Threaded with set screw - 18" height		58.72
1-1/2" B-Box Riser Threaded with set screw - 6" height		32.35
1-1/2" B-Box Riser Threaded with set screw - 12" height		50.11
1-1/2" B-Box Riser Threaded with set screw - 18" height		64.97
2" B-Box Riser Threaded with set screw - 6" height		38.23
2" B-Box Riser Threaded with set screw - 12" height		53.49
2" B-Box Riser Threaded with set screw - 18" height		74.08

2025-2026 City of Darien Water Department Parts Purchase List

American Flow Control Valves		
		Price
4" Alpha XL Gate Valve OD Range (in) 4.50-4.90	NO BID ↓	
6" Alpha XL Gate Valve OD Range (in) 6.60-7.00		
8" Alpha XL Gate Valve OD Range (in) 8.60-9.10		
10" Alpha XL Gate Valve OD Range (in) 10.75-11.20		
12" Alpha XL Gate Valve OD Range (in) 12.75-13.30		
New Fire Hydrant & Auxiliary Valve w/Mechanical Joint End (6.0' Bury w/ 5-1/4" Valve Opening) w/Megalug Accessory		
		Price
Only accepting the following brands		
Mueller Super Centurion		
East Jordan CD250	#	4,201.30
Waterous Pacer		4,201.30
Clow Medallion		
Company Name:	Ferguson Waterworks	
Address:	1770 State St. Decatur, IL 60115	
Submitted By-Print Name:	Kyle LePak	
Date:	11-13-2024	
Office Telephone Number:	815-756-2800	
Mobile Telephone Number:		
Fax Number:		
E-mail Address:	kyle.lepak@ferguson.com	
Authorized Signature:		

AGENDA MEMO
Municipal Services Committee
January 27, 2025

ISSUE STATEMENT

A [resolution](#) authorizing the Mayor to extend a contract with Rag’s Electric, Inc., per the proposed unit prices, for the 2025 Street Light Maintenance beginning May 1, 2025 through April 30, 2026.

BACKGROUND/HISTORY

On December 5, 2023 staff had received two (2) sealed bids for the 2024-25 Street Light Maintenance Contract. Rags Electric Inc., submitted the lowest bid for street lights repair, hourly rates for labor, and equipment. See [Attachment A](#). Although Rag’s Electric submitted the lowest bid overall some areas were higher.

Below, please find a summary of the items within the proposed contract and attached please find [Attachment B](#)-labeled as Proposed Cost Estimates for 2025-26.

Item 1-Cost to Repair Street Light - This item requires the vendor to repair the street light at a specified unit cost. The repair would include equipment labor and the LED fixture.

Item 2-Hourly Rate for Labor and Equipment - This item requires the vendor to provide unit costs on an hourly basis for labor and equipment. Such items would include a light pole knock down, identifying a ground fault or any other extraordinary mishaps.

Items 3- Option 3a-Aluminum Pole-Option 3b-Concrete Pole-This item requires the vendor to provide unit pricing for new street light requests and knockdowns. Annually, the City of Darien receives 3-4 petitioned requests for the installation of an aluminum or concrete street lights. The cost is for the vendor to provide the labor, equipment and miscellaneous material to install the complete fixture. The City will provide the ground base, poles and fixtures to complete a job.

Option 4-Uniduct and Option 5-Straightening Concrete Poles –The light pole installation will be subject to an additional cost for Uniduct wiring, at a per a lineal foot unit price installed. The Straightening Concrete Poles is an item that is occasionally utilized due to pole being a direct bury and subject to tilting due to frost and thaw cycles.

The 2025-26 Budget requests funding for the Street Light Program from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE
01-30-4359	STREET LIGHT OPERATION & MAINTENANCE	\$ 72,000	\$ 72,000
01-30-4359	STREET LIGHT INSTALLATION	\$ 10,000	\$ 10,000
	TOTAL	\$ 82,000	\$ 82,000

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the Mayor to extend a contract with Rag's Electric, Inc., per the proposed unit prices, for the 2025 Street Light Maintenance beginning May 1, 2025 through April 30, 2026. The vendor has provided quality service to the City since 2012.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

Pending 2025-26 Budget Approval

Request for Quote: 2024 - 2026 Streetlight Maintenance Program
 Opening Date: December 5, 2023 @ 10:00 a.m.

2025 STREETLIGHT PROGRAM COST SUMMARY

VENDOR				H&H ELECTRIC		RAGS ELECTRIC		RENEGOTIATED RAGS ELECTRIC	
Item#	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total
2025 PRICING									
1	Total cost to repair Street Light Outage	Each	120	\$ 298.00	\$ 35,760.00	\$ 172.00	\$ 20,640.00	\$ 172.00	\$ 20,640.00
	Total cost to supply, remove and replace fuse kit	Each	20	\$ 305.20	\$ 6,104.00	\$ 36.00	\$ 720.00	\$ 36.00	\$ 720.00
SUB-TOTAL COST ITEM 1					\$ 41,864.00		\$ 21,360.00		\$ 21,360.00
2	Hourly Labor Rates								
	Journeyman – Straight Time	HR	1	\$ 198.70	\$ 198.70	\$ 128.00	\$ 128.00	\$ 128.00	\$ 128.00
	Journeyman – Over Time	HR	1	\$ 298.00	\$ 298.00	\$ 190.00	\$ 190.00	\$ 190.00	\$ 190.00
	Helper – Straight Time	HR	1	\$ 198.70	\$ 198.70	\$ 82.00	\$ 82.00	\$ 82.00	\$ 82.00
	Helper – Over Time	HR	1	\$ 298.00	\$ 298.00	\$ 123.00	\$ 123.00	\$ 123.00	\$ 123.00
	Bucket Truck	HR	1	\$ 298.70	\$ 298.70	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00
	Lift Truck	HR	1	\$ 100.00	\$ 100.00	\$ 6.00	\$ 6.00	\$ 6.00	\$ 6.00
	Pickup Truck	HR	1	\$ 54.50	\$ 54.50	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
	Auger/Backhoe	HR	1	\$ 27.30	\$ 27.30	\$ 7.00	\$ 7.00	\$ 7.00	\$ 7.00
SUB-TOTAL COST ITEM 2					\$ 1,473.90	\$ 579.00	\$ 579.00	\$ 579.00	\$ 579.00
3	Installation of Street Light								
a.	Aluminum pole 25' height with 8' mast arm, foundation, photocell and fixture	Each	5	\$ 1,749.50	\$ 8,747.50	\$ 3,500.00	\$ 17,500.00	\$ 1,749.50	\$ 8,747.50
b.	Concrete pole 25' height direct bury, with 8' mast arm, photocell and fixture	Each	2	\$ 1,840.00	\$ 3,680.00	\$ 4,000.00	\$ 8,000.00	\$ 1,840.00	\$ 3,680.00
SUB-TOTAL COST ITEM 3					\$ 12,427.50		\$ 25,500.00		\$ 12,427.50
4	Unit cost for Uniduct (Material and Installation) Material 1 1/4" – XLP-USP with 3 #6 Copper Wires	Ft.	200	\$ 24.10	\$ 4,820.00	\$ 18.00	\$ 3,600.00	\$ 18.00	\$ 3,600.00
SUB-TOTAL COST ITEM 4					\$ 4,820.00		\$ 3,600.00		\$ 3,600.00
5	Straightening of Concrete Light Poles	Each	10	\$ 817.40	\$ 8,174.00	\$ 300.00	\$ 3,000.00	\$ 300.00	\$ 3,000.00
SUB-TOTAL COST ITEM 5					\$ 8,174.00		\$ 3,000.00		\$ 3,000.00
2025 Total					\$ 68,759.40		\$ 54,039.00		\$ 40,966.50

Regina Kokkinis

From: pdurkin ragselectric.com <pdurkin@ragselectric.com>
Sent: Thursday, January 23, 2025 3:34 PM
To: Dan Gombac
Cc: Regina Kokkinis
Subject: Re: rags Electric FY 25 Contract Ext

Dan,

With the poles excluded from pricing, we can match the numbers from the bid tally of H&H.

Thanks,

Patrick Durkin

Rag's Electric, Inc.
(773) 619-7640

From: Dan Gombac <dgombac@darienil.gov>
Sent: Thursday, January 9, 2025 10:09 AM
To: pdurkin ragselectric.com <pdurkin@ragselectric.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>
Subject: rags Electric FY 25 Contract Ext

Pat,

Pls review the att for any further pricing relief for the two items that relate to Item 3a and b.

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106 Mobile 630-514-2519

-----Original Message-----

From: scanner@darienil.gov <scanner@darienil.gov>
Sent: Wednesday, January 8, 2025 10:23 PM
To: Dan Gombac <dgombac@darienil.gov>
Subject:

TASKalfa 6053ci
[00:17:c8:65:f4:c8]

REPAIR COST ESTIMATES

Company Name	Year	Street Light Repair Total Item 1	Hourly Labor Rate Ranking Item 2	Lamp Charges Items 3a,b	Renegotiated Lamp Charges Items 3a,b	Uniduct Material & Installation Item 4a	Straighten Concrete Poles Item 5	Total Unit Costs
	2024	\$ 603.20	\$ 1,473.90	\$ 3,589.50	\$ 3,589.50	\$ 24.10	\$ 817.40	\$ 6,508.10
H & H Electric, Co.	2025	\$ 603.20	\$ 1,473.90	\$ 3,589.50	\$ 3,589.50	\$ 24.10	\$ 817.40	\$ 6,508.10
	2026	\$ 603.20	\$ 1,473.90	\$ 3,589.50	\$ 3,589.50	\$ 24.10	\$ 817.40	\$ 6,508.10
	2024	\$ 205.00	\$ 564.00	\$ 7,500.00	\$ 3,589.50	\$ 18.00	\$ 300.00	\$ 4,676.50
Rag's Electric, Inc.	2025	\$ 208.00	\$ 579.00	\$ 7,500.00	\$ 3,589.50	\$ 18.00	\$ 300.00	\$ 4,694.50
	2026	\$ 211.00	\$ 593.00	\$ 7,500.00	\$ 3,589.50	\$ 18.00	\$ 300.00	\$ 4,711.50

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXTEND A CONTRACT WITH RAG’S ELECTRIC, INC., PER THE PROPOSED UNIT PRICES, FOR THE 2025 STREET LIGHT MAINTENANCE BEGINNING MAY 1, 2025 THROUGH APRIL 30, 2026

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to extend a contract with Rag’s Electric, Inc., per the proposed unit prices, for the 2025 Street Light Maintenance beginning May 1, 2025 through April 30, 2026, attached hereto as “[Exhibit A](#)”.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

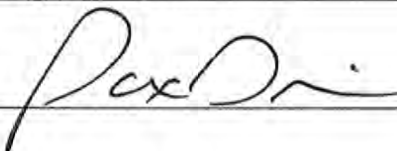
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

III. - ADDITIONAL INFORMATION**Vendor Information Sheet**

The Maintenance Contract shall begin on May 1, 2024 and be in effect until April 30, 2025. Two optional contract extensions may be considered and will be reviewed for recommendation by March of the respective subsequent year.

TO BE COMPLETED BY VENDORCOMPANY NAME: Rag's Electric, Inc.CONTACT PERSON: Patrick DurkinADDRESS: 620 Executive Dr.CITY, STATE, ZIP CODE: Willowbrook, IL. 60527TELEPHONE NUMBER: Office (630) 739-7247 Mobile (773) 619-7640FACSIMILE NUMBER: (630) 739-7424E-MAIL ADDRESS: pdurkin@ragselectric.comAUTHORIZED SIGNATURE: 

Schedule of Prices for:

**STREET LIGHT MAINTENANCE SERVICES PROPOSAL FOR
STREET LIGHTS AND POLES LOCATED WITHIN THE RIGHT OF WAYS**

Item No.	Items	Unit	Quantity	Unit Price	Total
2025 PRICING					
1	Total cost to repair Street Light Outage	Each	120	172	20,640
	Total cost to supply, remove and replace fuse kit	Each	20	36	720
2	Hourly Labor Rates				
	Journeyman – Straight Time	HR	1	128	128
	Journeyman – Over Time	HR	1	190	190
	Helper – Straight Time	HR	1	82	82
	Helper – Over Time	HR	1	123	123
	Bucket Truck	HR	1	36	36
	Lift Truck	HR	1	6	6
	Pickup Truck	HR	1	7	7
	Auger/Backhoe	HR	1	7	7
3.	Installation of Street Light				
a.	Aluminum pole 25' height with 8' mast arm, foundation, photocell and Helix fixture	Each	5	3,500- \$1,749.50	17,500 \$8,747.50
b.	Concrete pole 25' height direct bury, with 8' mast arm, photocell and fixture	Each	2	4,000- \$1,840.00	8,000- \$3,680.00
4.	Unit cost for Uniduct (Material and Installation) Material 1 1/4" – XLP-USP with 3 #6 Copper Wires	Ft.	200	18	3,600
5.	Straightening of Concrete Light Poles	Each	10	300	3,000
2025 Total					54,039.00-- \$40,966.50

NOTE TO ALL CONTRACTORS: Vendor will be required to purchase & install Helix base
The bid tabulations will be based upon **Total Cost** of items 1, 2, 3, 4 and 5.

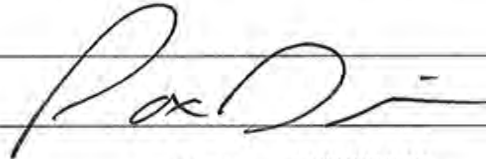
TOTAL COST SUMMARY

SUMMARY COSTS	2024	2025	2026
TOTALS	\$53,764.00	\$40,966.50 -\$54,039.00	\$54,313.00

The contract will be awarded on the total sum for 2024. The subsequent years for 2025 and 2026 will be exercised upon review of performance and City Council approval.

Firm Name: Rag's Electric, Inc.

Signature of Authorized Representative: _____



Title: President

Date: 11/30/2023

ACCEPTANCE: This proposal is valid for 150 calendar days from the date of submittal.

CITY OF DARIEN

CONTRACT

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

WITNESSETH

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

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

- The Invitation to Bid
- The Instructions to the Bidders
- This Contract
- The Terms and Conditions
- The Bid as it is responsive to the CITY'S bid requirements
- All Certifications required by the City
- Certificates of insurance
- Performance and Payment Bonds as may be required by the CITY

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

Street Light Maintenance for City of Darien right of ways

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

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

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

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

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

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

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

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

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

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

At the request of the Director of Municipal Services or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

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

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

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

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

FOR: THE CITY

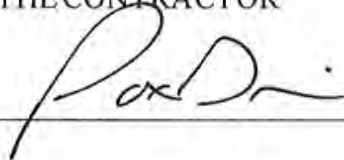
By: _____

Print Name: _____

Title: Mayor

Date: _____

FOR: THE CONTRACTOR

By:  _____

Print Name: Patrick Durkin

Title: President

Date: 11/30/2023

MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE

December 9, 2024

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

ABSENT: None

OTHERS: Mr. Dan Gombac – Director

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 5:30 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

New Business

- a. Discussion – Regarding a policy to implement advertising at the marquee sign located at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road).**

Mr. Dan Gombac, Director reported that the City would be implementing a new advertising policy for the digital sign located on the Southwest corner of Cass and Plainfield. He reported that the sign currently runs in 30 second intervals based on a previous condition, but marketing standards would recommend displaying ads for 7-10 seconds at a time. Mr. Gombac reported that he created a spreadsheet with the number of rotations possible at various time intervals if the sign were to display all 421 businesses in Darien, and there was great possibility for more ad visibility and profit at a shorter time interval. Mr. Gombac recommended amending the previous condition to allot for a 7 second rotation.

Mr. Gombac further reported that the policy would charge \$550 per ad, which would run for a month at a time. He reported that this cost would be on the lower end compared to other municipalities and that the cost for operating would be low. He further reported that each business would be allowed 2 paid ads per month.

There was some discussion regarding setting limits on business advertisements.

There was some further discussion regarding regulations on advertising alcohol and other substances.

Mr. Gombac reported that the Committee would revisit the matter in April and that the pilot program would be implemented, pending City Council approval, the first of the year.

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 Discussion regarding a policy to implement advertising at the marquee sign located at 7702 Cass Ave (Southwest corner of Cass and Plainfield Road).

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

b. Ordinance – Authorizing the disposal of surplus property.

Mr. Dan Gombac, Director reported that there would be several file cabinets to dispose as a result of the scanning project. He further reported that there would be a Public Works truck declared as surplus that the City would be paid for.

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 an Ordinance authorizing the disposal of surplus property.

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

c. Resolution – Accepting a proposal from Core & Main for the purchase of Pressure Pipe for a period of May 1, 2025 through April 30, 2026.

Mr. Dan Gombac, Director reported that the purchase would be for SDR pipe which would be allowed for water main and/or sanitary sewer.

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 accepting a proposal from Core & Main for the purchase of Pressure Pipe for a period of May 1, 2025 through April 30, 2026.

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

d. Resolution – Accepting a proposal from Ziebell Water Service Products, Inc., for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 in various sizes for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

Mr. Dan Gombac, Director reported that the vendor would provide a majority of clamps at various prices.

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 accepting a proposal from Ziebell Water Service Products, Inc., for Smith and Blair Stainless Steel Water Main Repair Clamps Style 238 in various sizes for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

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

- e. **Resolution – Accept a proposal from Core & Main for Mueller Super Centurion fire hydrants, valves and accessories for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that the Mueller hydrant would be newly incorporated by staff.

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 to accept a proposal from Core & Main for Mueller Super Centurion fire hydrants, valves and accessories for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

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

- f. **Resolution – Accept a proposal from EJ USA, Inc., for East Jordan CD250 fire hydrant and auxiliary valves for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that this hydrant would be a replica of the last. He further reported that the vendor would provide good products.

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 to accept a proposal from EJ USA, Inc., for East Jordan CD250 fire hydrant and auxiliary valves for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

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

- g. **Resolution – Accept a proposal from Core & Main for Waterous Pacer fire hydrant and auxiliary valves for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that this hydrant would be able to be reassembled and would be easier reassemble.

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 to accept a proposal from Core & Main for Waterous Pacer fire hydrant and auxiliary valves for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

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

- h. Resolution – Accept a proposal from Underground Pipe and Valve Co., for Clow Medallion fire hydrants, valves and accessories for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that this item would be the same as the previous, in that the hydrant would be able to be reassembled and would be easier to reassemble.

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 to accept a proposal from Underground Pipe and Valve Co., for Clow Medallion fire hydrants, valves and accessories for the maintenance of the water system for a period of May 1, 2025 through April 30, 2026.

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

- i. Resolution – Accepting a proposal from Ziebell Water Service Products, Inc., for the Traverse City fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that these parts would be a replica for parts Traverse City no longer made.

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 accepting a proposal from Ziebell Water Service Products, Inc., for the Traverse City fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.

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

- j. Resolution – Accepting a proposal from Core & Main for the Traverse City fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that this item would be the same as the previous in that these parts would be a replica for parts Traverse City no longer made, but under a different vendor.

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 accepting a proposal from Core & Main for the Traverse City fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.

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

- k. Resolution – Accepting a proposal from Ziebell Water Service Products, Inc., for the Waterous Pacer fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that this proposal would provide miscellaneous parts.

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 accepting a proposal from Ziebell Water Service Products, Inc., for the Waterous Pacer fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.

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

- l. Resolution – Accepting a proposal from Core & Main for the Waterous Pacer fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that this item would be the same as the previous, in that the proposal would provide miscellaneous parts.

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 accepting a proposal from Core & Main for the Waterous Pacer fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.

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

- m. Resolution – Accepting a proposal from Ziebell Water Service Products, Inc., for the Mueller Super Centurion fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that this proposal would provide more parts.

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 accepting a proposal from Ziebell Water Service Products, Inc., for the Mueller Super Centurion fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.

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

- n. Resolution – Accepting a proposal from Core & Main for the Mueller Super Centurion fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that this proposal would provide more parts just as the previous, but from a different vendor.

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 accepting a proposal from Core & Main for the Mueller Super Centurion fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.

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

- o. Resolution – Accepting a proposal from Core & Main for the US Pipe Metropolitan fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.**

Mr. Dan Gombac, Director reported that this item would provide only parts for a different hydrant from a different vendor.

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 accepting a proposal from Core & Main for the US Pipe Metropolitan fire hydrant repair parts for a period of May 1, 2025 through April 30, 2026.

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

- p. Minutes – November 25, 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 November 25, 2024 Municipal Services Committee Meeting Minutes.

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

Director's Report

Mr. Dan Gombac, Director reported that he had a meeting with senior staff from DuPage County regarding the Plainfield wall project. He reported that County had agreed to split 50% of the cost of the project and would cover all land acquisition cost. He further reported that the guard rail would be removed and that there would be potential to increase the Linden Avenue radius from 15 to 25 feet. Mr. Gombac reported that he would have a concept cost by next week that would be included in the next fiscal year's budget.

Mr. Gombac reported that tree trimming had begun in three wards. He reported that there were two vendors working on tree trimming, Yellowstone and Homer.

Next Scheduled Meeting

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, January 27, 2025.

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 6:34 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belzak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman