

AGENDA
****RESCHEDULED MEETING****
Municipal Services Committee
August 5, 2024
6:25 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **Old Business**
4. **New Business**
 - a. **Ordinance** – Consideration to amend the Liquor Control Regulations, Section 3-3-7 of the City Code, to update the current inventory of liquor licenses.
 - b. **Ordinance** - Authorizing the disposal of surplus property.
 - c. **Resolution** – Accepting the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$36,540.
 - d. **Resolution** – Accepting a proposal from Rag’s Electric for the electrical upgrade of the lighting of the various City’s entrance sign locations in an amount not to exceed \$62,410.00
 - e. **Resolution** - Accepting a proposal from Discount Fence Company in an amount not to exceed \$17,855.00 for the purchase, removal and installation of a 6-foot high tongue and groove Sierra Blend CertaGrain board wood fence.
 - f. **Resolution** - Accepting a proposal from Christopher B. Burke Engineering, Ltd., to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$11,215 annually for a period of 5 years.
 - g. **Resolution** - Accepting a Drainage Easement from the following property: 7117 Hudson Street 09-28-205-005.
 - h. **Resolution** - Authorizing the purchase of one new, model TL-3 Scorpion towable trailer attenuator, from Street Smart Rentals, LLC in an amount not to exceed \$33,785.
 - i. **Resolution** - Accepting a proposal from Garland/DBS, Inc., for the labor, material and installation of limited tuck-pointing, window replacement, gutter and downspout replacement, metal flashing replacement, new metal caps/flashing and the refurbishing of the garage floor for the Public Works building facility located at 1041 South Frontage Rd. in an amount not to exceed \$285,663.
 - j. Minutes – **June 24, 2024** Municipal Services Committee
5. **Director’s Report**
6. **Next scheduled meeting – August 26, 2024**
7. **Adjournment**

AGENDA MEMO
Municipal Services Committee
August 5, 2024

ISSUE STATEMENT

Liquor License: Consideration to amend the Liquor Control Regulations, Section 3-3-7 of the City Code, to update the current inventory of liquor licenses.

ORDINANCE

OVERVIEW/DISCUSSION

The City Clerk's Office and the Municipal Services Department coordinates and reviews the inventory of liquor licenses on a semiannual basis. The liquor license protocol has been when a license is retired the ordinance is amended to reflect to remove such license. In other words, there is no available license should one be retired. All liquor license requests are reviewed and recommended by the Liquor Commissioner for City Council approval.

Staff has reviewed the current liquor license and the following licenses are to be eliminated:

- 1) Harmi LLC dba Harmi Sushi - Class D
- 2) Carriage Greens F and B - Class D
- 3) Carmelite Gift Shop – Class Q

The ordinance shall be amended to reflect the following inventory of liquor licenses:

3-3-7-1: CLASS A LICENSE:

CURRENT - (C) The number of Class A licenses shall be ten (10).
 No change

3-3-7-2: CLASS B LICENSE:

CURRENT - (D) The number of Class B licenses shall be one (1). (Ord. 0-39-94, 9-19-1994)
 No change

3-3-7-3: CLASS C LICENSE:

CURRENT – (D) The number of Class C licenses shall be one (1).
 No change

3-3-7-4: CLASS D LICENSE:

CURRENT - (D) The number of Class D licenses shall be thirteen (13).
AMMENDED - The number of Class D licenses shall be eleven (11)

3-3-7-5: CLASS E LICENSE:

CURRENT - (C) The number of Class E licenses shall be four (4). (Ord. 0-07-12, 2-21-2012; amd. Ord. 0-16-20, 8-3-2020)
 No change

3-3-7-6: CLASS F LICENSE:

CURRENT - (F) The number of Class F licenses shall be one (1).

No change

3-3-7-7: CLASS G LICENSE:

CURRENT - (C) The number of Class H licenses shall be one (1). (Ord. 0-12-17, 7-17-2017)

No change

3-3-7-8: CLASS H LICENSE:

CURRENT - (C) The number of Class H licenses shall be two (2). (Ord. 0-12-17, 7-17-2017)

No change

3-3-7-9: CLASS I LICENSE:

CURRENT - (C) The number of Class I licenses shall be one (1).

No change

3-3-7-10: CLASS J LICENSE:

NOT APPLICABLE - SPECIAL EVENTS

3-3-7-11: CLASS K LICENSE:

CURRENT - (C) The number of Class K licenses shall be six (6).

AMMENDED - (C) The number of Class K licenses shall be five (5).

3-3-7-12: CLASS L LICENSE:

NO CHANGE - (Rep. by Ord. 0-37-12, 10-15-2012)

3-3-7-13: CLASS M LICENSE:

CURRENT - (C) The number of Class M licenses shall be one. (Ord. 0-12-18, 5-7-2018)

No change

3-3-7-14: CLASS N LICENSE:

CURRENT - (C) The number of Class N licenses shall be one (1).

No change

3-3-7-15: CLASS O LICENSE:

CURRENT - (D) The number of Class O licenses shall be one.

No change

3-3-7-16: CLASS P LICENSE:

CURRENT - (C) The number of Class P licenses shall be two (2).

No change

3-3-7-17: CLASS Q LICENSE:

CURRENT - (C) The number of Class Q licenses shall be one (1).

AMMENDED - (C) The number of Class Q licenses shall be zero (0).

STAFF RECOMMENDATIONS

Staff recommends approving the ordinance to amend the Liquor Control Regulations, Section 3-3 of the City Code, to update the current inventory of liquor licenses.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the August 5, 2024 City Council agenda for formal consideration.

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE
RELATIVE TO THE NUMBER OF
LIQUOR LICENSES IN CERTAIN CLASSIFICATIONS**

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

THIS 5th DAY OF AUGUST, 2024

**Published in pamphlet form by authority
of the Mayor and City Council of the City of
Darien, DuPage County, Illinois, this
5th day of August, 2024.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7 OF THE DARIEN CITY CODE
RELATIVE TO THE NUMBER OF
LIQUOR LICENSES IN CERTAIN CLASSIFICATIONS**

**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: Amendment. Section 3-3-7 of the Darien City Code, “Classification of Licenses and Fees,” is hereby amended to provide as follows within certain of the classes identified in this Section [amended language indicated by ~~strike-out~~ and underscoring]:

3-3-7-4: CLASS D LICENSE:

(D) The number of class D licenses shall be ~~thirteen (13)~~ eleven (11).

3-3-7-11: CLASS K LICENSE:

(C) The number of Class K licenses shall be ~~six (6)~~ five (5).

3-3-7-17: CLASS Q LICENSE:

(C) The number of Class Q licenses shall be ~~one (1)~~ zero (0).

SECTION 2: 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 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.

ORDINANCE NO. _____

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2024.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
August 5, 2024

ISSUE STATEMENT

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

BACKGROUND/HISTORY

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

	ITEM	MODEL#	QUANTITY	EXPLANATION
1	2015 International Maxxforce DT 9-ton Dump w/ salt spreader & Plow (Old 103)	Vin# 1HTWDAARXFH666958 30789 miles	1	replaced
2	2011 International Maxxforce DT 9-ton Dump w/ salt spreader & plow (Old 110)	Vin# 1HTWDAAR5CJ686944 38710 miles	1	replaced
3	2013 Ford F550 Utility Truck w/ crane (Old 111)	Vin# 1FDUF5GT2CEC99460 52684 miles	1	replaced
4	2019 Kubota ZD 1511 Mower (Old 193)	Model# 10097 1905 Hours	1	replaced
5	2019 Kubota ZD 1511 Mower (Old 207)	Model# 10096 1322 Hours	1	replaced

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 August 5, 2024 City Council Agenda under New Business 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 5th DAY OF AUGUST, 2024

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, and
this 5th day of August 2024.**

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

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

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

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

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

	ITEM	MODEL#	QUANTITY	EXPLANATION
1	2015 International Maxxforce DT 9-ton Dump w/ salt spreader & Plow (Old 103)	Vin# 1HTWDAARXFH666958 30789 miles	1	Replaced
2	2011 International Maxxforce DT 9-ton Dump w/ salt spreader & plow (Old 110)	Vin# 1HTWDAAR5CJ686944 38710 miles	1	Replaced
3	2013 Ford F550 Utility Truck w/ crane (Old 111)	Vin# 1FDUF5GT2CEC99460 52684 miles	1	Replaced
4	2019 Kubota ZD 1511 Mower (Old 193)	Model# 10097 1905 Hours	1	Replaced
5	2019 Kubota ZD 1511 Mower (Old 207)	Model# 10096 1322 Hours	1	Replaced

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

ORDINANCE NO. _____

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
August 5, 2024

ISSUE STATEMENT

Approval of a [resolution](#) accepting the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$36,540.

BACKGROUND/HISTORY

The 2024 Tree Planting Program calls out for the following:

- **City and Resident 50/50 Parkway Tree Planting Program**
Staff has included \$4,000 (\$2,000 City funding and \$2,000 Resident funding) cost for residents that would like to participate in the 50/50 program.
- **Storm, Perished, and Project Related Replacement**
The program would allow for the planting of 2.5-inch caliper trees as part of the replacement of trees removed due to storm, perished or project removals.

Staff had advertised and received three (3) sealed bids on July 16, 2024. The responsive bid was submitted by St. Aubin Nursery & Landscaping, Inc., [Attachment A](#) is the bid tally and the pricing schedule. A vendor was disqualified as not responsive - no bid bond was submitted.

The program includes various selections of 2 ½ - 4 inch caliper trees, planting, mulching and a one year guarantee. The program again includes a Private Property Tree Planting Program for residents at a pass through cost. This year's 2024 Tree Planting Program Cost Summary is attached. See [Attachment B](#). While the City is administering the Private Property Tree Planting Program, the property owner would be responsible for ordering and providing a payment directly to the awarded vendor.

The program is targeted to begin in late September, pending weather and will be advertised through the City's various media portals thus affording residents ample time to participate in the program.

STAFF RECOMMENDATION

Staff recommends accepting the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 50/50 Parkway Tree Program and the planting of various parkway trees in an amount not to exceed \$36,540.

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

This item will be placed on the August 5, 2024 City Council agenda for formal consideration.



**2024 CITY OF DARIEN
 TREE PLANTING PARKWAYS & PRIVATE PROPERTY**

VENDOR			St. Aubin Nursery & Landscaping, Inc.	Yellowstone Landscape Group	Langton Group	Yellowstone tree substitutions	Langton tree substitutions
VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED - PARKWAYS	PRICE PER TREE PLANTED - PARKWAYS	PRICE PER TREE PLANTED - PARKWAYS		
1-10	4"	American Linden	\$ 495.00	no bid	\$ 744.18		
11-20	4"	American Linden	\$ 495.00	no bid	\$ 744.18		
1-10	4"	Norway Maple	\$ 495.00	\$ 776.00	\$ 710.70		
11-20	4"	Norway Maple	\$ 495.00	\$ 756.00	\$ 710.70		
1-10	4"	Thornless Honeylocust	\$ 475.00	\$ 772.00	\$ 844.60		skyline
11-20	4"	Thornless Honeylocust	\$ 475.00	\$ 749.00	\$ 844.60		skyline
1-10	4"	Red Maple	\$ 475.00	\$ 788.00	\$ 710.70		
11-20	4"	Red Maple	\$ 475.00	\$ 764.00	\$ 710.70		
1-10	4"	Accolade Elm	\$ 450.00	\$ 755.00	\$ 744.18		
11-20	4"	Accolade Elm	\$ 450.00	\$ 733.00	\$ 744.18		
1-10	4"	Chastity Pear	\$ 550.00	\$ 793.00	\$ 610.28	jack	chanticleer
11-20	4"	Chastity Pear	\$ 550.00	\$ 770.00	\$ 610.28	jack	chanticleer
1-10	4'	Freeman Maple	\$ 475.00	\$ 793.00	\$ 710.70		
11-20	4'	Freeman Maple	\$ 475.00	\$ 770.00	\$ 710.70		
1-10	4'	Sugar Maple	\$ 550.00	no bid	\$ 777.65		
11-20	4'	Sugar Maple	\$ 550.00	no bid	\$ 777.65		
1-10	2.5"	American Linden	\$ 375.00	\$ 372.00	\$ 443.93		
11-20	2.5"	American Linden	\$ 375.00	\$ 361.00	\$ 443.93		
1-10	2.5"	Norway Maple	\$ 375.00	\$ 360.00	\$ 417.15		
11-20	2.5"	Norway Maple	\$ 375.00	\$ 349.00	\$ 417.15		
1-10	2.5"	Honeylocust Skyline	\$ 350.00	\$ 371.00	\$ 457.32		
11-20	2.5"	Honeylocust Skyline	\$ 350.00	\$ 360.00	\$ 457.32		
1-10	2.5"	Red Maple	\$ 375.00	\$ 368.00	\$ 417.15		
11-20	2.5"	Red Maple	\$ 375.00	\$ 357.00	\$ 417.15		
1-10	2.5"	Accolade Elm	\$ 350.00	\$ 361.00	\$ 430.54		
11-20	2.5"	Accolade Elm	\$ 350.00	\$ 351.00	\$ 430.54		
1-10	2.5"	Chastity Pear	\$ 400.00	\$ 342.00	\$ 383.68	startlite crabapple	chanticleer
11-20	2.5"	Chastity Pear	\$ 400.00	\$ 332.00	\$ 383.68	startlite crabapple	chanticleer
1-10	2.5"	Freeman Maple	\$ 375.00	\$ 365.00	\$ 417.15		
11-20	2.5"	Freeman Maple	\$ 375.00	\$ 354.00	\$ 417.15		
1-10	2.5"	Sugar Maple	\$ 375.00	\$ 394.00	\$ 470.71		
11-20	2.5"	Sugar Maple	\$ 375.00	\$ 382.00	\$ 470.71		
1-15	6-foot high	Colorado Blue Spruce	\$ 350.00	\$ 427.00	\$ 430.54	serbian	
Sub Total Cost - Parkway			\$ 14,230.00	\$ 15,425.00	\$ 19,011.78		
VARIABLE QUANTITY	DIAMETER	SPECIES	PLANTED - PRIVATE	PRICE PER TREE PLANTED - PRIVATE	PLANTED - PRIVATE		
1-20	2.5"	American Linden	\$ 425.00	\$ 546.00	\$ 443.93		
1-20	2.5"	Norway Maple	\$ 450.00	\$ 535.00	\$ 417.15		
1-20	2.5"	Honeylocust Skyline	\$ 400.00	\$ 546.00	\$ 457.32		
1-20	2.5"	Red Maple	\$ 450.00	\$ 542.00	\$ 417.15		
1-20	2.5"	Chastity Pear	\$ 475.00	\$ 542.00	\$ 383.68	jack	chanticleer
1-20	2.5"	Aristocrat Pear	\$ 475.00	\$ 516.00	\$ 383.68	starlite crabapple	jack
1-20	2.5"	Swamp White Oak	\$ 450.00	\$ 561.00	\$ 443.93		
1-20	2.5"	Freeman Maple	\$ 450.00	\$ 539.00	\$ 417.15		
1-20	2.5"	Sugar Maple	\$ 475.00	\$ 568.00	\$ 470.71		
1-20	2.5"	Kentucky Coffeetree	\$ 400.00	\$ 565.00	\$ 450.63		
1-20	2.5"	Purple Maple	\$ 475.00	\$ 542.00	\$ 470.71		crimson king
1-20	2.5"	Northern Red Oak	\$ 450.00	\$ 575.00	\$ 443.93		
1-20	2.5"	Littleleaf Linden	\$ 425.00	\$ 546.00	\$ 443.93		greenspire
1-20	2.5"	Smoothleaf Elm	\$ 400.00	\$ 546.00	\$ 430.54		
Sub Total Cost - Private Property			\$ 6,200.00	\$ 7,669.00	\$ 6,074.44		
A. Sub Total Cost Parkways			\$ 14,230.00	\$ 15,425.00	\$ 19,011.78		
B. Sub Total Cost Private Property			\$ 6,200.00	\$ 7,669.00	\$ 6,074.44		
Total Cost A+B			\$ 20,430.00	\$ 23,094.00	\$ 25,086.22		
		price w/no bid	\$ 18,340.00		\$ 22,042.56		
		bid bond present					
	as read			\$ 23,505.00			



**CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2024
CITY TREE REPLACEMENTS-50/50 TREE PROGRAM
ST. AUBIN NURSERY & LANDSCAPING, INC.**

50/50 TREE PROGRAM							
50/50 PARTICIPATION TO BE CONFIRMED	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	50/50 PROGRAM	CITY COSTS	RESIDENT COST
2	2.5"	American Linden	\$375.00	\$375.00	1	\$187.50	\$187.50
2	2.5"	Norway Maple	\$375.00	\$375.00	1	\$187.50	\$187.50
2	2.5"	Honeylocust Skyline	\$350.00	\$350.00	1	\$175.00	\$175.00
2	2.5"	Red Maple	\$375.00	\$750.00	2	\$375.00	\$375.00
2	2.5"	Chastity Pear	\$400.00	\$800.00	2	\$400.00	\$400.00
2	2.5"	Freeman Maple	\$375.00	\$750.00	2	\$375.00	\$375.00
2	2.5"	Sugar Maple	\$375.00	\$750.00	2	\$375.00	\$375.00
				\$4,150.00	11	\$2,075.00	\$2,075.00

PARKWAY TREE REPLACEMENTS-2.5 INCH					
QUANTITY	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	CITY COSTS
10	2.5"	American Linden	\$375.00	\$3,750.00	\$3,750.00
10	2.5"	Norway Maple	\$375.00	\$3,750.00	\$3,750.00
10	2.5"	Honeylocust Skyline	\$350.00	\$3,500.00	\$3,500.00
10	2.5"	Red Maple	\$375.00	\$3,750.00	\$3,750.00
10	2.5"	Chastity Pear	\$400.00	\$4,000.00	\$4,000.00
10	2.5"	Freeman Maple	\$375.00	\$3,750.00	\$3,750.00
10	2.5"	Sugar Maple	\$375.00	\$3,750.00	\$3,750.00
70				\$26,250.00	\$26,250.00

PARKWAY TREE REPLACEMENTS 75th STREET - 4 INCH					
QUANTITY	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	CITY COSTS
1	4"	American Linden	\$495.00	\$495.00	\$495.00
1	4"	Norway Maple	\$495.00	\$495.00	\$495.00
1	4"	Thornless Honeylocust	\$475.00	\$475.00	\$475.00
1	4"	Red Maple	\$475.00	\$475.00	\$475.00
1	4"	Chastity Pear	\$550.00	\$550.00	\$550.00
1	4"	Freeman Maple	\$475.00	\$475.00	\$475.00
2	4"	Sugar Maple	\$550.00	\$1,100.00	\$1,100.00
8				\$4,065.00	\$4,065.00

	TOTAL TREE COST	2.5 INCH PARKWAY TREE REPLACEMENT CITY COSTS	4-INCH 75TH STREET & PARKWAY TREES	50/50 PROGRAM CITY COST	50/50 PROGRAM RESIDENT COST	
TOTAL TREE PROGRAM COST	\$ 34,465.00	\$ 26,250.00	\$ 4,065.00	\$ 2,075.00	\$ 2,075.00	\$ 34,465.00

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE	RESIDENT REIMBURSEMENT	PROPOSED BALANCE
01-30-4350	Forestry-Residential 50/50 Program - and Parkway Replacements-City Expense	\$4,000.00	\$4,150.00	N/A	(\$150.00)
01-30-4350	Forestry-Residential 50/50 Program - Resident Reimbursement Expense	\$2,000.00	\$2,075.00	\$2,075.00	N/A
01-30-4350	Forestry - Parkway Replacement Trees-City Removals	\$27,000.00	\$26,250.00	N/A	\$750.00
01-30-4350	Forestry -Replacement Trees - 75th Street	\$4,000.00	\$4,065.00	N/A	(\$65.00)
TOTALS		\$37,000.00	\$36,540.00	\$2,075.00	\$535.00

RESOLUTION NO. _____

A RESOLUTION ACCEPTING THE UNIT PRICE PROPOSAL FROM ST. AUBIN NURSERY & LANDSCAPING, INC., FOR THE PURCHASE AND INSTALLATION OF THE 50/50 PARKWAY TREE PROGRAM AND THE PARKWAY TREE REPLACEMENT PROGRAM IN AN AMOUNT NOT TO EXCEED \$36,540

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 50/50 Parkway Tree Program and the Parkway Tree Replacement Program in an amount not to exceed \$36,540, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

SECTION II

BIDDER SUMMARY SHEET

Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing 2024

IN WITNESS WHEREOF, the parties hereto have executed this Bid as of date shown below.

Firm Name: St Aubin Nursery & Landscape, Inc.

Address: 35445 Irene Road

City, State, Zip Code: Kirkland, IL. 60146

Contact Person: Todd Sullivan

FEIN #: 20-1557659

Phone: (815) 522-3535 Fax: () NA

E-mail Address: info@staubin.com

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

Addendum No. NA, Dated _____

Addendum No. _____, Dated _____

CITY OF DARIEN TREE QUOTE – PARKWAYS

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 – 10	4"	American Linden	495 -
11 – 20	4"	American Linden	495 -
1 – 10	4"	Norway Maple	495 -
11 – 20	4"	Norway Maple	495 -
1 – 10	4"	Thornless Honeylocust	475 -
11 – 20	4"	Thornless Honeylocust	475 -
1 – 10	4"	Red Maple	475 -
11 – 20	4"	Red Maple	475 -
1 – 10	4"	Accolade Elm	450 -
11 – 20	4"	Accolade Elm	450 -
1 - 10	4"	Chastity Pear	550 -
11 -20	4"	Chastity Pear	550 -
1 – 10	4"	Freeman Maple	475 -
11 – 20	4"	Freeman Maple	475 -
1 – 10	4"	Sugar Maple	550 -
11 – 20	4"	Sugar Maple	550 -
1 – 10	2.5"	American Linden	375 -
11 – 20	2.5"	American Linden	375 -
1 – 10	2.5"	Norway Maple	375 -
11 – 20	2.5"	Norway Maple	375 -
1 – 10	2.5"	Honeylocust Skyline	350 -
11 – 20	2.5"	Honeylocust Skyline	350 -
1 – 10	2.5"	Red Maple	375 -
11 – 20	2.5"	Red Maple	375 -
1 - 10	2.5"	Accolade Elm	350 -
11 - 20	2.5"	Accolade Elm	350 -
1 – 10	2.5"	Chastity Pear	400 -
11 – 20	2.5"	Chastity Pear	400 -
1 – 10	2.5"	Freeman Maple	375 -
11 – 20	2.5"	Freeman Maple	375 -
1 – 10	2.5"	Sugar Maple	375 -
11 – 20	2.5"	Sugar Maple	375 -
1 – 15	6-foot high	Colorado Blue Spruce	350 -
A. Sub Total Cost Parkway			\$14,230⁰⁰-

CITY OF DARIEN TREE QUOTE – PRIVATE

VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED
1 – 20	2.5"	American Linden	425-
1 – 20	2.5"	Norway Maple	450-
1 – 20	2.5"	Honeylocust Skyline	400-
1 – 20	2.5"	Red Maple	450-
1 – 20	2.5"	Chastity Pear	475-
1 – 20	2.5"	Aristocrat Pear	475-
1 – 20	2.5"	Swamp White Oak	450-
1 – 20	2.5"	Freeman Maple	450-
1 – 20	2.5"	Sugar Maple	475-
1 – 20	2.5"	Kentucky Coffeetree	400-
1 – 20	2.5"	Purple Maple	475-
1 – 20	2.5"	Northern Red Oak	450-
1 – 20	2.5"	Littleleaf Linden	425-
1 – 20	2.5"	Smoothleaf Elm	400-
B. Sub Total Cost Private Property			\$6,200⁰⁰-

AVAILABILITY SUBJECT TO PRIOR ORDERS

CITY OF DARIEN TREE QUOTE – BID SHEET

A. Sub Total Cost Parkways	\$14,230 ⁰⁰ -
B. Sub Total Cost Private Property	\$6,200 ⁰⁰ -
Total Cost of A+B	\$20,430 ⁰⁰ -

AVAILABILITY SUBJECT TO PRIOR ORDERS

The quote will be awarded on a total sum of A and B

Firm Name: St Aubin Nursery & Landscaping, Inc.
 Signature of Authorized Representative: C T [Signature]
 Title: President Date: 7-10-2024

ACCEPTANCE: This proposal is valid for 45 calendar days from the date of submittal.

(NOTE: At least 30 days should be allowed for evaluation and approval.)

This Contract is made this ____ day of _____, 20____ by and between the City of Darien (hereinafter referred to as the "City") and St. Aubin Nursery & Landscaping, Inc (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:

2024 Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing

(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 expeditiously for 30 days from that date until final completion. 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, PARK DISTRICT, 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. 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 City Administrator 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, 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: C. J. Sullivan

Print Name: _____

Print Name: C. Todd Sullivan

Title: Mayor

Title: President

Date: _____

Date: 7-10-2024

AGENDA MEMO
Municipal Services Committee
August 5, 2024

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Rag’s Electric for the electrical upgrade of the lighting of the various City’s entrance sign locations in an amount not to exceed \$62,410.00.

BACKGROUND

The City’s entrance signs have undergone upgrades in the last few years and staff was asked to add lighting to the areas. The request was added to the 2023-24 budget, but was not implemented and was carried over to this year. This year’s FY24/25 Budget includes funding for the lighting project of which the scope of the work includes the following:

Hinswood Dr. & Cass Ave., Lemont Rd. & 75th St., Lemont & Cheese Rd., 87th St. & Woodvale Dr., Plainfield Rd. & Route 83; total cost per each of the 5 sites \$6,304 = \$31,520

- New Com Ed meter
- Trench from nearest Com Ed pole to the meter behind the sign
- Conduit and wire from meter’s overcurrent protection to a new junction box
- Supply and install fixtures

Cass Ave. & 67th St., 75th St. & Route 83; total cost per each of the two sites \$10,300 = \$20,600

- New Com Ed meter
- Bore across street to nearest Com Ed pole
- Conduit and wire from meter’s overcurrent protection to a new junction box
- Supply and install fixtures

83rd St. & Woodward Ave.; total cost for the site \$5,290

- Trench from nearest light pole
- Conduit and wire from sign to new junction box
- Supply and install fixtures
-

The work is based on the 2024 Street Light Maintenance Contract and as per the unit pricing. The proposed expenditure would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24/25 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4350	Contractual Services Electrical, Entrance Sign Lighting Upgrade	\$65,000	\$57,410	\$ 7,590
01-30-4350	Contingency	N/A	\$5,000	\$ 2,590
TOTALS		\$65,000	\$62,410	\$ 2,590

STAFF RECOMMENDATION

Staff recommends a resolution accepting a proposal from Rag’s Electric for the electrical upgrade of the lighting of the various City’s entrance sign locations in an amount not to exceed \$62,410.00.

Entrance Sign Lights
August 5, 2024

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the August 5, 2024 City Council agenda for formal approval.



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM RAG’S ELECTRIC FOR THE ELECTRICAL UPGRADE OF THE LIGHTING OF THE VARIOUS CITY’S ENTRANCE SIGN LOCATIONS IN AN AMOUNT NOT TO EXCEED \$62,410.00

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from Rag’s Electric for the electrical upgrade of the lighting of the various City’s entrance sign locations in an amount not to exceed \$62,410.00, a copy of which is attached hereto as “[Exhibit A](#)”.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2024.

AYES: _____
NAYS: _____
ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Ticked ~
April 15, 1

6805 Hobson Valley Dr., Unit #105
Woodridge, IL 60517
1-630-739-RAGS
Fax: 1-630-739-7424

COMMERCIAL • INDUSTRIAL • RESIDENTIAL

November 3, 2023

City of Darien
1702 Plainfield Road
Darien, IL. 60561

Attn: Dan Gombac

Re: Entrance Sign Lights

We are pleased to provide to you an Electrical proposal for the above mentioned project. Our cost is based off site walks on October 23, 2023. Our proposal is as follows:

Hinswood and Cass, Lemont and 75th, Lemont and Cheese, 87th and Woodvale, Plainfield and Route 83:

- New Com Ed meter
- Trench from nearest Com Ed pole to the meter behind the sign
- Conduit and wire from meter's overcurrent protection to a new junction box
- Install new flood light for signage.

Total Price: \$6,304.00 per site $\$6,304 \times 5 = \$31,520.00$

Cass and 67th, 75th and Route 83:

- New Com Ed meter
- Bore across street to nearest Com Ed pole.
- Conduit and wire from meter's overcurrent protection to a new junction box
- Install new flood light for signage.

Total Price: \$10,300.00 per site $\times 2 = \$20,600.00$

83rd and Woodward:

- Trench from nearest light pole
- Conduit and wire from sign to new junction box
- Install new flood light for signage.

Total Cost: \$5,290.00

Thank you for the opportunity to submit this proposal. Rags Electric looks forward to continue working on this project with you. If you have any questions please don't hesitate to contact us.

Sincerely,



\$ 5,290.00

Rob Forgue
Estimator
(630) 992-1918

AGENDA MEMO
Municipal Services Committee
August 5, 2024

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Discount Fence Company in an amount not to exceed \$17,855.00 for the purchase, removal and installation of a 6-foot high tongue and groove Sierra Blend CertaGrain board wood fence.

BACKGROUND/HISTORY

The proposed fence will replace a 170' of 6' high privacy fence at water plant 2. The existing fence abuts the residence on Grant Street and requires replacement. Please note the property has two different types of fencing per design. Attached are photos of the existing deteriorated fence, attached and labeled as [Attachment A](#). The replacement fence is a 6-foot high PVC Board on Board fence, attached is the illustration, warranty and labeled as [Attachment B](#).

Staff requested competitive quotes and received three, see below

VENDOR	COST
Discount Fence Company	\$17,855
Classic Fence, Inc.	\$21,990
Peerless Fence	\$27,824

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4223	Water-Building Maintenance	\$ 25,000.00	\$ 17,855.00	\$ 7,145.00

STAFF RECOMMENDATION

Staff recommends a resolution accepting a proposal from Discount Fence Company in an amount not to exceed \$17,855.00 for the purchase, removal and installation of a 6-foot high tongue and groove Sierra Blend CertaGrain board wood fence.

ALTERNATE DECISION

As directed by the Committee.

DECISION MODE

This item will be placed on the August 5, 2024 City Council, new Business for formal consideration.















Features & Benefits

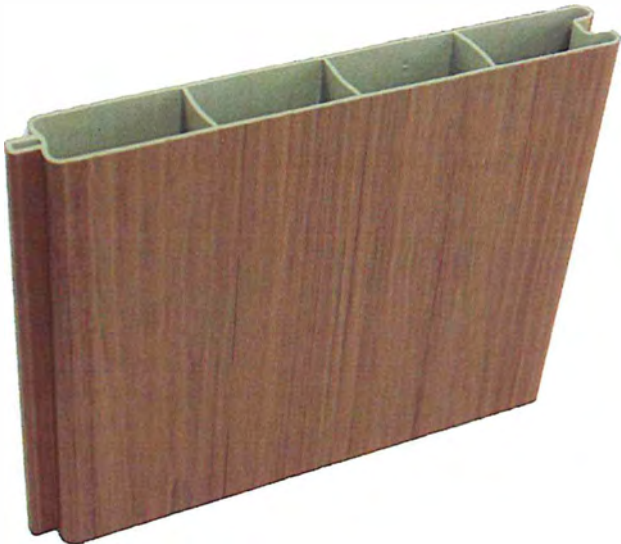
Complement your CertainTeed Selects fence with an easy-care vinyl arbor. Choose from three elegant styles that add a personal touch to any outdoor setting.

- Easy assembly
- No tools required
- Virtually maintenance free
- Strong and durable
- Made in the U.S.A.

Pricing	
Color	Height
Sierra Blend	[4' High] [5' High] [6' High]
w/ Victorian Accent	[5' + 1' Accent]

Click on the height for specified pricing

Gallery



Features :

- Authentic woodgrain texture
- Tongue & groove picket design
- 7/8" x 7" picket size
- 4', 5', & 6' heights
- 2" x 6" channeled rail
- Steel reinforced bottom rail
- Heavy wall post
- ColorLast dark color fade protection
- WindZone performance - Miami-Dade County approved NOA #06-1019.01 for exceptional performance in high wind conditions (expires 3-13-2013)
- Meets most building codes for pool fencing
- Lifetime limited warranty with SureStart™ parts and labor protection



Installation Instructions

Warranty Information

Benefits:

Building Code Compliant

Bufftech Chesterfield fences are approved for most pool codes and are strong in high-wind conditions.

Outstanding Warranty Protection

CertainTeed backs all Bufftech fence with a lifetime limited warranty and exclusive SureStart protection, covering warranted repair and replacement costs for five years after installation.

Manufactured by CertainTeed

Exclusive Warranty and Limitations of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REPLACING OR CLEANING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE FENCE PRODUCT AND ONLY DURING THE SURESTART™ PROTECTION PERIOD FOR EXTRUDED PRODUCTS WILL CERTAINTEED'S TOTAL LIABILITY INCLUDE THE ORIGINAL COST OF LABOR TO INSTALL THE FENCE PRODUCT.

This limited warranty gives you specific legal rights and you also may have other rights that may vary from state to state.

Except for Special Orders, this limited warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

What the Customer Must Do

The owner must notify CertainTeed promptly in writing of any manufacturing defect and provide proof of the date of purchase and installation, as well as proof of property ownership. All notifications should be sent to: CertainTeed Corporation, 803 Belden Road, Jackson, MI 49203, Attn: Consumer Services Department. The owner may be required to submit a sample of the claimed defective material to CertainTeed for analysis. CertainTeed will then investigate the claim and may examine the material claimed to be defective. If a manufacturing defect covered by this warranty is confirmed by CertainTeed, CertainTeed, within a reasonable amount of time after the investigation, will, at its sole option, repair or replace the fence product, or refund the amount paid by the original purchaser for the Fence Product and accessories, per the terms of this limited warranty.

This limited warranty is effective for products purchased on or after January 1, 2019.

Care and Maintenance

While CertainTeed Fence Products resist most common household stains like oil and grease, they will become dirty like any other product that is exposed to atmospheric conditions. Chalk also may accumulate on the surface. This is a normal condition for all pigmented materials that are constantly exposed to sunlight and the elements. Soil, grime and chalk can be removed simply with the help of your garden hose and a bucket of soapy water.

If especially stubborn stains cannot be removed with normal household detergents, request a cleaner from your contractor. Always test cleaner on an inconspicuous area before full use.

Mildew may be a problem in some areas. It appears as black spots on surface dirt and usually is first detected in areas not subjected to rainfall, such as under eaves and porch enclosures. For removal, prepare a solution as shown below.

- CAUTION: Greater concentrations may cause damage to the materials.
- Mix together: 1/3 cup detergent (Tide®, for example)
 - 2/3 cup trisodium phosphate (Soilax®, for example)
 - 1 quart 5% sodium hypochlorite (Clorox®, for example)
 - 3 quarts of water

If the above solution does not readily remove the mildew spots, request a mildew-type cleaner from your contractor.

The chemical agents referenced herein may be hazardous to the user or to the environment. Be sure to follow all precautions and warnings on the product label and particularly those that may be necessary to prevent personal injury. Please dispose of these chemical agents in a manner prescribed by the manufacturer. If you are unsure how to use or how to dispose of these chemical agents, contact the manufacturer of these products for instructions.

Important: Fire Safety Information

CertainTeed exterior building materials require little maintenance for many years. Nevertheless, common sense dictates that builders and suppliers of products store, handle and install materials in a manner that avoids damage to the product and/or the structure. Owners and installers should take a few simple steps to protect building materials from fire. Rigid fence is made from organic materials that will melt or burn when exposed to a significant source of flame or heat. Building owners, occupants and outside maintenance personnel always should take normal precautions to keep sources of fire, such as barbecues, and combustible materials, such as dry leaves, mulch and trash, away from fence.



CertainTeed Corporation
Sliding Products Group
20 Moores Road
Malvern, PA 19355
www.certainteed.com

Use 48-48-48 (3:1)
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Model # 100-214

BUFFTECH®
FENCE PRODUCTS
CERTAINTEED CORPORATION

LIFETIME LIMITED

CertainTeed
SAINT-GOBAIN

WARRANTY

CertainTeed Bufftech® Lifetime Limited Warranty

What and Who Are Covered and for How Long

CertainTeed warrants to the original owner that its Bufftech® molded and extruded fence products and accents "Fence Products" will be free from manufacturing defects — including peeling, flaking, blistering and corroding — when installed according to CertainTeed's installation instructions and when subject to normal and proper use. Extruded Fence Products are manufactured using polyvinyl chloride in an extruded process, such as but not limited to Chesterfield; Molded Fence Products are manufactured using polyethylene and are rotationally molded, such as but not limited to Sherwood™.

Should any manufacturing defect occur during the lifetime of the original homeowner (and as long as the original homeowner is still living and retains ownership of the property), CertainTeed will repair or replace, at its sole option, the defective Fence Product. Except for extruded Fence Products, during the SureStart™ protection period, CertainTeed shall not be liable or responsible for labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement product. CertainTeed also reserves the right to refund the amount paid by the original owner for the Fence Product.

In the event of repair or replacement under the terms of this limited warranty, the original warranty shall apply to the repaired or replacement Fence Product and will extend for the balance of the warranty period in effect at the time the original product proved defective by CertainTeed.

The lifetime coverage offered by this limited warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of installation. The lifetime coverage offered by this limited warranty is designed to cover original individual homeowners only. In the case of Fence Product purchased by or installed upon property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the warranty period will be thirty (30) years following the installation of the Fence Product.

Under no circumstances shall the lifetime coverage apply to Fence Product used as common perimeter or common pool fencing. Common perimeter and common pool fencing is covered by a thirty (30) year limited warranty.

Special Orders that consist of specially manufactured products that have been custom made to the design and specifications of fence dealers or other third parties have specific warranty coverage terms and conditions. Any claim for warranty coverage made for specially manufactured products will be evaluated by CertainTeed to determine if the cause of any observed issue is related solely to manufacturing defects in the products, which will be covered under the terms of this limited warranty, or as a consequence of the products being specially manufactured or installed to unique specifications. Should CertainTeed determine that the specifications for the specially manufactured products have resulted in any type of performance or design issues of the product, CertainTeed disclaims all warranty coverage for the observed issue.



SureStart™ Protection - Extruded Products Only

CertainTeed extruded Fence Products are covered by SureStart™ protection for a period of five (5) years following the date when installation has been completed.

Under this warranty feature, CertainTeed, at no charge, will repair or replace, at its sole option, any fence proven to be defective by CertainTeed during the 5-year SureStart™ period. CertainTeed's maximum liability under SureStart™ will be equal to the reasonable cost to replace the defective Fence Product at its current value, including the reasonable costs of labor.

ColorLast® Fade Protection

CertainTeed warrants the Fence Product against excess fading beyond normal weathering if caused by a manufacturing defect and is reported to CertainTeed in accordance with the notice provision contained in the "What the Customer Must Do" section of this warranty. Excess fade is defined by a change in color greater than four (4) Hunter units as calculated according to ASTM D2244. ColorLast Fade Protection is not available for spindle accents in black. If CertainTeed determines that the Fence Product has excess fade,

CertainTeed, at its sole option, will either repair or provide replacement Fence Product. CertainTeed also reserves the right to refund the amount paid by the original purchaser for the Fence Product (but not including any costs of installation).

ColorLast Fade Protection

Product	Warranty
Molded Products	15 years
Extruded Products	Lifetime

Solar Post Caps

CertainTeed warrants to the original owner that its solar post caps will be free from manufacturing defects when subject to normal and proper use for a period of two (2) years from the date of installation. This warranty does not apply to (a) damage caused by accident, abuse in handling or dropping; (b) acts of God; (c) units that have been subject to unauthorized repair, opening, modification or disassembly; (d) units not used in accordance with CertainTeed instructions; (e) LEDs and batteries; (f) normal wear and tear; (g) the unit finish as a result of scratches or weathering; or (h) any other damage not related to a manufacturing defect. In the event that CertainTeed determines that the solar post cap contains a manufacturing defect within two (2) years after installation, CertainTeed, at its sole option, will repair or replace the affected solar post cap. In no event shall CertainTeed have any liability for the affected solar post cap in excess of the original price paid by the purchaser for the solar post cap.

Limitations

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond normal exposure conditions, including but not limited to:

- Misuse, abuse, neglect or improper handling or storage;
- Improper installation or installation not in strict adherence to CertainTeed's written instructions, or in the case of a Special Order, prior written approval is granted by CertainTeed for the installation method;
- Use of accessories that do not properly receive and/or secure the Fence Products;
- Impact of foreign objects, fire, earthquake, flood, lightning, hail, hurricane, tornado or other casualty or act of God;
- Movement, distortion, collapse or settling of the ground or structure on which the Fence Product is installed;
- Distortion or melting of the Fence Products due to external heat sources, including but not limited to, barbecue grills, fires or as a result of reflection from windows, doors or other objects;
- Any failure, defect or damage of the product, design or performance of Special Orders that CertainTeed determines are related to the specifications for the specially ordered products, including installation specifications;
- Field-altered or field-cut Fence Products that CertainTeed has determined caused the failure, defect or damage;
- Damage caused by animals or insects;
- Any other cause not involving manufacturing defects in the material supplied by CertainTeed.

Because Special Orders are unique and not otherwise commercially available from CertainTeed, CertainTeed makes no representations or warranties of any nature or kind with respect to the performance of Special Orders once they are installed. CertainTeed disclaims any warranty coverage for specially manufactured products that have defects as a result of the unique specifications of the Special Orders. CERTAINTEED EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE FOR THESE SPECIAL ORDERS.

The Fence Product is not warranted against discoloration or other damage caused by air pollution (including but not limited to metal oxides or metallic particles), mildew, exposure to harmful chemicals or normal weathering from the elements.

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere that will cause any colored surface to gradually fade, chalk or accumulate dirt or stains. The severity of any condition depends on the geographical location of the Fence Product, the cleanliness of the air in the area and many other influences over which CertainTeed has no control.

Notwithstanding anything set forth above, the Fence Product is warranted against yellowing of the product due to normal weathering from the elements.

This warranty does not apply to and the warranty voided for Fence Product that has been painted, varnished or coated over the manufacturer's original finish.

CertainTeed's post and rail fence products provide a reliable enclosure for horses and other livestock. However, these Fence Products are not designed to withstand the physical abuse inflicted by animals determined to break through the Fence Products. Products damaged by horses or contained livestock will be evaluated by CertainTeed for impact performance in compliance with the testing protocol set forth in ASTM Specification F 964, subsection 6.3. Products found by CertainTeed to be in compliance with this performance standard will not be eligible for repair or replacement under this warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color, without notice to the owner, nor shall CertainTeed be liable in the event the replacement product may vary in color or gloss in comparison to the original product as a result of weathering. If CertainTeed replaces or repairs any Fence Product under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range; in the event the product initially installed has been discontinued or modified.

Transferability - Extruded Products Only

This limited warranty is transferable only by original individual homeowners to any subsequent homeowner(s) of the property where the extruded Fence Products were installed, provided that each subsequent homeowner retains the original or a copy of the original bill of sale to the original owner. Lifetime warranty coverage is only available to the original homeowner. In the event of property transfer, the term of this limited warranty will be a maximum of thirty (30) years from the date of original installation of the extruded Fence Products. The limited warranty is not transferable for non-extruded Fence Products.

In the case of any Fence Product purchased by or installed upon property owned by corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowner associations, cooperative housing arrangements, apartment buildings or any other type of building or premises not used by individual homeowners as their residences, the limited warranty is not transferable.



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM DISCOUNT FENCE COMPANY IN AN AMOUNT NOT TO EXCEED \$17,855.00 FOR THE PURCHASE, REMOVAL AND INSTALLATION OF A 6-FOOT HIGH TONGUE AND GROOVE SIERRA BLEND CERTAGRAIN BOARD WOOD FENCE

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 accept a proposal from Discount Fence Company in an amount not to exceed \$17,855.00 for the purchase, removal and installation of a 6-foot high tongue and groove Sierra Blend CertaGrain board wood fence, attached hereto as "**Exhibit A**".

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 5th day of August, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Discount Fence Company

Chain Link Fencing- Commercial and Residential

709 Ogden Avenue Downers Grove, Illinois 60515 - (630) 971-1404 Fax: (630) 960-9147



dcable@darienil.gov
City of Darien
1702 Plainfield Road
Darien, IL 60561

6/14/2024

Attn: Dennis Cable

RE: 1220 Plainfield Road, Darien IL

Dennis,

Per our telephone conversation, the following is our proposal for new fencing at your location.

- Take down existing wood fence and haul it away
- Supply and install new 6' high solid 2 rail, Tongue-N-Grove boards, Sierra Blend CertaGrain fence, using 5x5x9 posts with flat caps
- Total footage approximately 208'
- All posts set in wet concrete 36" deep

Total Cost – Materials, Labor, Concrete, Take Down & Haul Away: \$17,855.00

- ❖ Pricing is based on Prevailing Wages
- ❖ Materials come with Manufacturers Limited Life Time Warranty and Color Guard Warranty
- ❖ Labor has a Warranty of 2 years

Please let me know how you would like to proceed and we will do a job site meet and get materials ordered.

Thanks!
Ric Tufo

Family Owned & Operated for over 50 Years

AGENDA MEMO
Municipal Services Committee
August 5, 2024

ISSUE STATEMENT

Approval of a [resolution](#) accepting a proposal from Christopher B. Burke Engineering, Ltd., to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$11,215 annually for a period of 5 years.

BACKGROUND

As general background, the City collects storm water fees referred to as; Fee in Lieu. The fees are collected during new construction and right of way work where Best Management Practices (BMPs) would be difficult to create on a site. BMPs are structural, vegetative or managerial practices used to treat, prevent or reduce water pollution. The project is considered ongoing maintenance and stewardship to promote optimal native planting growth, visual appeal and helps to improve air quality and filter drainage. The proposal from BWNR includes the following:

SCOPE OF SERVICES

This proposal covers the ±2.1 acre native prairie area north and south of 74th Street and east of Eleanor Place. Note that CBBEL did not install the native seeding; therefore, CBBEL is not responsible for native seed warranties. However, supplemental seed installation is proposed by CBBEL to maintain and enhance the establishment of prairie on-site.

Task 1 - Site Monitoring & Weed Control Visits: We will complete three weed control visits during each year, 2025-2029. Weed control includes herbiciding, spot-mowing, or a combination of weed control methods to help prevent the spread of invasive species including thistles, pasture clovers, sweet clover, cattail, common reed, purple loosestrife, undesirable trees and shrubs, and other weeds. We will target weeds during periods they are susceptible to control, to maximize weed control effectiveness. Weed control will be completed by Illinois certified pesticide applicators and operators, using herbicides labeled for target weeds, at manufacturers recommended rates.

Site monitoring will be completed at the time of weed control visits to keep costs low. During site visits, we will assess the function of stormwater control structures, remove minor accumulations of trash and debris, observe the overall condition and establishment of wetland and prairie buffer vegetation, and assess invasive weed growth.

Task 2 - Supplemental Seeding: CBBEL will furnish and install native seed in sparsely vegetated wetland and upland prairie areas to help meet project performance criteria for native vegetation establishment. Seed will be installed in Spring or Fall of each year, 2025- 2029, and raked or lightly imbedded for good seed to soil contact. Seed will include hardy perennial species that compete with invasive weeds on-site. Up to 0.3 acres of native seed will be installed each year to enhance the establishment of desirable plants.

Task 3 - Vegetation Sampling: CBBEL will complete a vegetative sampling visit once in the late growing season of each year (September), and complete data entry and analysis. Vegetation

sampling will be completed at the time of a site monitoring visit to reduce costs. Vegetation sampling will consist of a meander search to inventory the total number of seeded and planted species, determine overall vegetative cover, prevalence of undesirable/invasive species, and monitor tree and shrub survival. Sampling will be completed to document conditions of native plantings within each detention basin in accordance with project performance standards.

Task 4 - Annual Summary Report: CBBEL will prepare an annual report summarizing the general condition of the prairie conversion area, the results of vegetation sampling, progress toward achieving performance standards, weed control observations, observations of soil erosion and sediment control and site hydrology, and recommendations to address any deficiencies. The report will include a photo exhibit showing site conditions. The Annual Report will be completed by March 31st of the following year, or as arranged.

Task 5 - Correspondence, Meetings & Management: We will prepare correspondence and updates, coordinate information exchange, and attend an on-site meeting each year with the City. The purpose of the meetings is to discuss site progress, achievement of performance criteria, and acceptance.

Task 6 - Prescribed Burning: CBBEL will administer, prepare for, and complete one day of prescribed burning of the prairie conversion area in Fall of 2026 or Spring 2027, as described below. The proposed burn promotes the establishment of native prairie plants and reduces weeds, such as undesirable woody plants that invade prairies. The completion of this task is dependent on the notification/authorization of the City of Darien, the local Fire District, the Illinois Environmental Protection Agency (IEPA), and as weather conditions allow.

Task 6A - Burn Administration: This task includes administration tasks associated with commencement of prescribed burning, including acquisition of state and/or local burn permits, prescribed burn insurance and coordination, correspondence, and processing with these agencies. Prescribed burn administration costs will be billed lump sum as itemized in the Fee Estimate below.

Task 6B - Preparation for Prescribed Burn Management: This task includes costs/fees for obtaining necessary permits, mailing neighbor notification postcards, equipment preparation, and mobilization prior to completing the burn. We will compile a list of addresses for all residences, businesses, public institutions, etc. within 500 feet of the burn site, and will mail out neighbor notification postcards to provide proper notification of an upcoming prescribed burn. CBBEL will provide one day advance burn notification for residents, businesses, etc. who respond to our postcard requesting notice. A digital Neighbor Notification postcard that includes a digital photo will be e-mailed to you for City posting. We will notify the local fire district prior to the date and time of the burn. CBBEL will include burn photographs in the year-end Summary Report. Direct costs, such as mailing and permit fees, are included in the fee estimate.

If the burn is completed in Fall 2026, all costs will be invoiced in 2026. If the burn is not completed until early Spring 2027, most of the burn preparation costs will be incurred and invoiced in 2026 (the IEPA burn permit is good for one year from date of issuance), but the remaining burn preparation and the prescribed burning costs will be invoiced in early 2027 under the 2026 budget.

Task 6C - Prescribed Burning of Natural Areas: This task will help to decrease non-native weeds that are not well adapted to fire, hinder the establishment of woody seedlings/saplings, reduce accumulation of vegetative fuels, and promote the establishment of desirable native prairie/wetland plant species. This proposal is for one day of burning in late Fall (November-December) 2026 or early Spring (March-April) 2027. The prairie conversion area will be burned depending on the condition of the vegetation, weed growth, and/or weather and site conditions.

This task includes costs associated with completing the burn including burn equipment, labor and mobilization, but does not include incidental costs that may be incurred from the local fire district or others. Incidental costs are not expected, but if incurred from the local fire district or others, are not the responsibility of CBBEL, and will be directed to the City.

Every prescribed burn is unique because conditions vary by site and by day; therefore, results will vary. Primary objectives of controlled burning are to reduce coverage of non-native invasive weeds and promote the establishment of desirable seeded plant species. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. The available fuels, the structure of the fuels and weather conditions all influence fire behavior. Please be advised that unburned vegetation will likely exist after controlled burning due to the limitations noted above.

The maintenance period for this proposal is 5-years and will be followed by an annual report. The City maintains adequate funds on file that may only be used for water quality projects such as the proposed. Staff is requesting a contingency of \$2500 annually for over seeding and any additional maintenance items not covered under the scope of the proposal.

Staff requested competitive quotes and received two with the lowest submitted from Christopher B. Burke Engineering, Ltd., The funding for the project is inclusive of the FY24-25 Budget.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY24-25 BUDGET	ANNUAL EXPENDITURE
07-85-4379	STORM WATER FEE IN LIEU OF	\$ 40,000.00	
	YEAR 1 EXPENDITURE		\$ 8,715.00
	YEAR 2 EXPENDITURE		\$ 16,800.00
	YEAR 3 EXPENDITURE		\$ 9,405.00
	YEAR 4 EXPENDITURE		\$ 9,780.00
	YEAR 5 EXPENDITURE		\$ 10,145.00
TOTALS		\$ 40,000.00	\$ 54,845.00

***Pending future development, regarding Cash In Lieu deposits, funding for the Maintenance of the Native Planting Area will be budgeted accordingly in the FY2027/28 Budget.**

STAFF RECOMMENDATION

Staff recommends approval of a resolution accepting a proposal from Christopher B. Burke Engineering, Ltd., to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount per the above schedule annually for a period of 5 years. Please note that this item was forwarded to Municipal Services on June 24, 2024 with a recommendation to Baxter and Woodman. Upon further review, the City was not required to utilize Baxter and Woodman for ongoing maintenance and reached out to Christopher Burke Engineering for a quote regarding the same scope of services. Christopher Burke Engineering currently maintains several private and City owned wetlands, native areas throughout town.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

This item will be placed on the August 5, 2024, City Council agenda for formal consideration.

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD., TO PERFORM FIVE YEARS (2025-2029) OF STEWARDSHIP (MAINTENANCE) ON THREE ACRES OF RESTORED NATIVE PRAIRIE LOCATED AT ELM STREET AND ELEANOR PLACE IN AN AMOUNT NOT TO EXCEED \$11,215 ANNUALLY FOR A PERIOD OF 5 YEARS

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

SECTION 1: The City Council of the City of Darien, hereby accepts a proposal from Christopher B. Burke Engineering, Ltd., to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$11,215 annually for a period of 5 years, 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 5th day of August 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

July 16, 2024

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

Attention: Dan Gombac, Director of Municipal Services

Subject: Professional Services Proposal for Five Years of Ecological Maintenance of the 2.1-Acre Lawn to Native Prairie Conversion, 2025-2029, Eleanor Place and West 74th Street, Darien, Illinois (CBBEL Project No. 210416)

Dear Mr. Gombac:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) is glad to provide this proposal for five years of maintenance and monitoring (M&M) of native plantings within the subject project area in Darien, Illinois. Proposed M&M services include weed control, supplemental seeding, vegetation inventory, preparation of annual summary reports, project correspondence and management, and prescribed burning.

The document titled, "Native Seeding – Lawn Conversion Specifications" (specifications), prepared by CBBEL, dated August 24, 2021, was referenced for M&M tasks listed in the scope of services below. Performance standards from the specifications will be used for monitoring purposes.

Five years of M&M is proposed in striving to meet and maintain Year 3 of 3 (final) performance standards for the prairie conversion area in the long term. Below are our Scope of Services and Fee Estimate.

SCOPE OF SERVICES

This proposal covers the ±2.1 acre native prairie area north and south of 74th Street and east of Eleanor Place. Note that CBBEL did not install the native seeding; therefore, CBBEL is not responsible for native seed warranties. However, supplemental seed installation is proposed by CBBEL to maintain and enhance the establishment of prairie on-site.

Task 1 – Site Monitoring & Weed Control Visits: We will complete three weed control visits during each year, 2025-2029. Weed control includes herbiciding, spot-mowing, or a combination of weed control methods to help prevent the spread of invasive species including thistles, pasture clovers, sweet clover, cattail, common reed, purple loosestrife, undesirable trees and shrubs, and other weeds. We will target weeds during periods they are susceptible to control, to maximize weed control effectiveness. Weed control will be completed by Illinois certified pesticide applicators and operators, using herbicides labeled for target weeds, at manufacturers recommended rates.

Site monitoring will be completed at the time of weed control visits to keep costs low. During site visits, we will assess the function of stormwater control structures, remove minor accumulations of trash and debris, observe the overall condition and establishment of wetland and prairie buffer vegetation, and assess invasive weed growth.

Task 2 – Supplemental Seeding: CBBEL will furnish and install native seed in sparsely vegetated wetland and upland prairie areas to help meet project performance criteria for native vegetation establishment. Seed will be installed in Spring or Fall of each year, 2025-2029, and raked or lightly imbedded for good seed to soil contact. Seed will include hardy perennial species that compete with invasive weeds on-site. Up to 0.3 acres of native seed will be installed each year to enhance the establishment of desirable plants.

Task 3 – Vegetation Sampling: CBBEL will complete a vegetative sampling visit once in the late growing season of each year (September), and complete data entry and analysis. Vegetation sampling will be completed at the time of a site monitoring visit to reduce costs. Vegetation sampling will consist of a meander search to inventory the total number of seeded and planted species, determine overall vegetative cover, prevalence of undesirable/invasive species, and monitor tree and shrub survival. Sampling will be completed to document conditions of native plantings within each detention basin in accordance with project performance standards.

Task 4 – Annual Summary Report: CBBEL will prepare an annual report summarizing the general condition of the prairie conversion area, the results of vegetation sampling, progress toward achieving performance standards, weed control observations, observations of soil erosion and sediment control and site hydrology, and recommendations to address any deficiencies. The report will include a photo exhibit showing site conditions. The Annual Report will be completed by March 31st of the following year, or as arranged.

Task 5 – Correspondence, Meetings & Management: We will prepare correspondence and updates, coordinate information exchange, and attend an on-site meeting each year with the City. The purpose of the meetings is to discuss site progress, achievement of performance criteria, and acceptance.

Task 6 – Prescribed Burning: CBBEL will administer, prepare for, and complete one day of prescribed burning of the prairie conversion area in Fall of 2026 or Spring 2027, as described below. The proposed burn promotes the establishment of native prairie plants and reduces weeds, such as undesirable woody plants that invade prairies. The completion of this task is dependent on the notification/authorization of the City of Darien, the local Fire District, the Illinois Environmental Protection Agency (IEPA), and as weather conditions allow.

Task 6A – Burn Administration: This task includes administration tasks associated with commencement of prescribed burning, including acquisition of state and/or local burn permits, prescribed burn insurance and coordination, correspondence, and processing with these agencies. Prescribed burn administration costs will be billed lump sum as itemized in the Fee Estimate below.

Task 6B – Preparation for Prescribed Burn Management: This task includes costs/fees for obtaining necessary permits, mailing neighbor notification postcards, equipment preparation, and mobilization prior to completing the burn. We will compile a list of

addresses for all residences, businesses, public institutions, etc. within 500 feet of the burn site, and will mail out neighbor notification postcards to provide proper notification of an upcoming prescribed burn. CBBEL will provide one day advance burn notification for residents, businesses, etc. who respond to our postcard requesting notice. A digital Neighbor Notification postcard that includes a digital photo will be e-mailed to you for City posting. We will notify the local fire district prior to the date and time of the burn. CBBEL will include burn photographs in the year-end Summary Report. Direct costs, such as mailing and permit fees, are included in the fee estimate.

If the burn is completed in Fall 2026, all costs will be invoiced in 2026. If the burn is not completed until early Spring 2027, most of the burn preparation costs will be incurred and invoiced in 2026 (the IEPA burn permit is good for one year from date of issuance), but the remaining burn preparation and the prescribed burning costs will be invoiced in early 2027 under the 2026 budget.

Task 6C – Prescribed Burning of Natural Areas: This task will help to decrease non-native weeds that are not well adapted to fire, hinder the establishment of woody seedlings/saplings, reduce accumulation of vegetative fuels, and promote the establishment of desirable native prairie/wetland plant species. This proposal is for one day of burning in late Fall (November-December) 2026 or early Spring (March-April) 2027. The prairie conversion area will be burned depending on the condition of the vegetation, weed growth, and/or weather and site conditions.

This task includes costs associated with completing the burn including burn equipment, labor and mobilization, but does not include incidental costs that may be incurred from the local fire district or others. Incidental costs are not expected, but if incurred from the local fire district or others, are not the responsibility of CBBEL, and will be directed to the City.

Every prescribed burn is unique because conditions vary by site and by day; therefore, results will vary. Primary objectives of controlled burning are to reduce coverage of non-native invasive weeds and promote the establishment of desirable seeded plant species. CBBEL will attempt to burn the targeted vegetation present, but actual burn coverage will be limited by wind speed and direction, humidity, temperature, vegetation moisture content, topography, structures, fences, etc. The available fuels, the structure of the fuels and weather conditions all influence fire behavior. Please be advised that unburned vegetation will likely exist after controlled burning due to the limitations noted above.

FEE ESTIMATE

Year 1, 2025

Task 1 – Site Monitoring Visits & Weed Control	\$ 4,800
Task 2 – Supplemental Seeding	\$ 600
Task 3 – Vegetation Sampling	\$ 1,200
Task 4 – Annual Summary Report	\$ 1,200
Task 5 – Correspondence, Meetings & Management	\$ 500
Direct Costs (5%)	<u>\$ 415</u>
Sub-Total	\$ 8,715

Year 2, 2026

Task 1 – Site Monitoring Visits & Weed Control	\$ 5,000
Task 2 – Supplemental Seeding	\$ 600
Task 3 – Vegetation Sampling	\$ 1,250
Task 4 – Annual Summary Report	\$ 1,250
Task 5 – Correspondence, Meetings & Management	\$ 500
Task 6A – Burn Administration	\$ 600
Task 6B – Preparation for Prescribed Burning	\$ 2,800
Task 6C – Prescribed Burn Management	\$ 4,000
Direct Costs (5%)	<u>\$ 800</u>
Sub-Total	\$16,800

Year 3, 2027

Task 1 – Site Monitoring Visits & Weed Control	\$ 5,200
Task 2 – Supplemental Seeding	\$ 630
Task 3 – Vegetation Sampling	\$ 1,300
Task 4 – Annual Summary Report	\$ 1,300
Task 5 – Correspondence, Meetings & Management	\$ 525
Direct Costs (5%)	<u>\$ 450</u>
Sub-Total	\$ 9,405

Year 3, 2028

Task 1 – Site Monitoring Visits & Weed Control	\$ 5,400
Task 2 – Supplemental Seeding	\$ 660
Task 3 – Vegetation Sampling	\$ 1,350
Task 4 – Annual Summary Report	\$ 1,350
Task 5 – Correspondence, Meetings & Management	\$ 550
Direct Costs (5%)	<u>\$ 470</u>
Sub-Total	\$ 9,780

Year 3, 2029

Task 1 – Site Monitoring Visits & Weed Control	\$ 5,600
Task 2 – Supplemental Seeding	\$ 690
Task 3 – Vegetation Sampling	\$ 1,400
Task 4 – Annual Summary Report	\$ 1,400
Task 5 – Correspondence, Meetings & Management	\$ 575
Direct Costs (5%)	<u>\$ 480</u>
Sub-Total	\$10,145

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 Terms 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 photocopying, report binding, mailing, overnight delivery, messenger services, report compilation, mileage, seed, herbicide, burn fuel, and equipment are included in this estimate. Please note that additional requested meetings, activities, or other services not outlined in this proposal are not included in the Fee Estimate, and will be charged on a time and materials basis.

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

Sincerely,



Thomas T. Burke, PhD, PE
Executive Vice President

Encl. Schedule of Charges
General Terms & Conditions
Conditions For Burning

CC: Dan Lynch, City Engineer

**THIS PROPOSAL, SCHEDULE OF CHARGES, GENERAL TERMS AND CONDITIONS,
AND CONDITIONS FOR BURNING FOR ELEANOR PLACE & 74TH STREET PRAIRIE
CONVERSION AREA ACCEPTED FOR THE CITY OF DARIEN:**

BY: _____

TITLE: _____

DATE: _____

EJ/HMC
N:\PROPOSALS\ADMIN\2024\Darien Lawn to Prairie_Eleanor Place and W 74th Street MM 2024-28_07162024.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%

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 and without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

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

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

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

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

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

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

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

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

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.
26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:
- Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.
- Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.
27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

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

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

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

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

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

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

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

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

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

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

June 13, 2005

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CONDITIONS FOR PRESCRIBED BURNING

Prescribed or controlled burning is "the careful ignition of ecosystem restorations, mitigations and natural areas under exacting weather conditions to achieve specific resource management objectives". Controlled burning is a permitted and potentially hazardous activity, to be undertaken at the peril of those so choosing. Christopher B. Burke Engineering, Ltd. shall be referred to in this document as CBBEL.

Structures, Trees and Shrubs

All reasonable precautions will be taken to protect structures within the burn area such as non-native and evergreen trees and shrubs, lighting, fencing, sheds, etc., and protective measures will be noted in the pre-burn plan. CBBEL is not responsible or liable for any damage to these structures as their inclusion in burn management areas are inherently incompatible with the process, requiring the deployment of reasonable protective measures.

Letters of Intent

CBBEL shall be responsible for mailing letters of intent to burn to all residents/businesses, etc. within 500 feet of the burn site. These letters will be sent at least four weeks before the scheduled burn. CBBEL will notify any respondees of the notification letter on the day of the burn.

Burn Delays

If weather conditions are abnormal during the burn season and/or if there are restrictive conditions or situations under which a burn may be conducted, few or no opportunities to burn may result. In this case the client will only be invoiced for work performed in planning and preparing to conduct the burn.

Additional Costs

The client will also be responsible for any additional direct incurred costs on the project. These may include charges from local fire, police or utility companies and neighbor notification mailings.

Health and Safety

CBBEL is concerned about the health and safety of its employees and others in the burn area. If the landowner/client knows of any toxic substances, hazardous materials, or any other hazardous site conditions within the burn area CBBEL must be notified in advance of the burn. CBBEL reserves the right to cancel or reschedule the burn upon discovery of any of those elements. The client and/or landowner will only be invoiced for charges incurred thus far. The client and/or landowner shall be liable if any health problems occur due to hazardous or toxic substances present on site that CBBEL is not aware of.

I have read and understood the above and agree to terms and conditions stated:

Client Signature _____, Date _____

AGENDA MEMO
Municipal Services Committee
August 5, 2024

ISSUE STATEMENT

Approval of a [resolution](#) accepting a Drainage Easement from the following property:

7117 Hudson Street 09-28-205-005

BACKGROUND/HISTORY

The property owner at 7117 Hudson Street has agreed to grant a drainage easement to the City as part of rear yard drainage project. The scope of work includes installing an under drain pipe through the proposed side yard easement of the participating property and connect to a storm sewer structure located on Hudson Street. The easement is required to install a drain-tile pipe to rid the rear yard area of nuisance ponding and provide positive drainage.

The plat requires City Council approval and will be recorded by DuPage County. The property owners have agreed to dedicate a storm sewer easement as per the attached Plat of Easement labeled as [Exhibit A](#):

7117 Hudson Street 09-28-205-005

STAFF RECOMMENDATION

Staff recommends acceptance of a Drainage Easement from the property listed above.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the August 5, 2024 City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A DRAINAGE EASEMENT FROM THE FOLLOWING PROPERTIES: 7117 HUDSON STREET 09-28-205-005

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a Drainage Easement from the following property: 7117 Hudson Street 09-28-205-005, a copy of which is attached here to 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 5th day of August 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/NSPS • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •



SCHOMIG LAND SURVEYORS, LTD. PLAT OF GRANT OF DRAINAGE EASEMENT

909 EAST 31ST STREET
LA GRANGE PARK, ILLINOIS 60526
SCHOMIG-SURVEY@SBCGLOBAL.NET
WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

OF THE SOUTH 5.0 FEET (EXCEPT THE EAST 5.0 FEET THEREOF) OF LOT 48 IN GALLAGHER AND HENRY'S BROOKHAVEN MANOR UNIT NUMBER 4, BEING A SUBDIVISION IN SECTIONS 21 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1969 AS DOCUMENT R69-22077, IN DUPAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 7117 HUDSON STREET, DARIEN.

PRELIMINARY PDF FOR REVIEW

OWNERS CERTIFICATE
7117 HUDSON STREET
DARIEN, ILLINOIS 60561
PIN 09-28-205-005

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss

I, TED GUTOWSKI, DO HEREBY CERTIFY I AM THE OWNER, OF THE PROPERTY DESCRIBED AS:

LOT 48 IN GALLAGHER AND HENRY'S BROOKHAVEN MANOR UNIT NUMBER 4, BEING A SUBDIVISION IN SECTIONS 21 AND 28, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 21, 1969 AS DOCUMENT R69-22077, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH OWNER, I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO THE CITY OF DARIEN, TO BE PREPARED FOR STORM WATER DRAINAGE PURPOSES DESCRIBED AS DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS MY OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS _____ DAY OF _____ A.D. 20__

OWNER: _____
TED GUTOWSKI

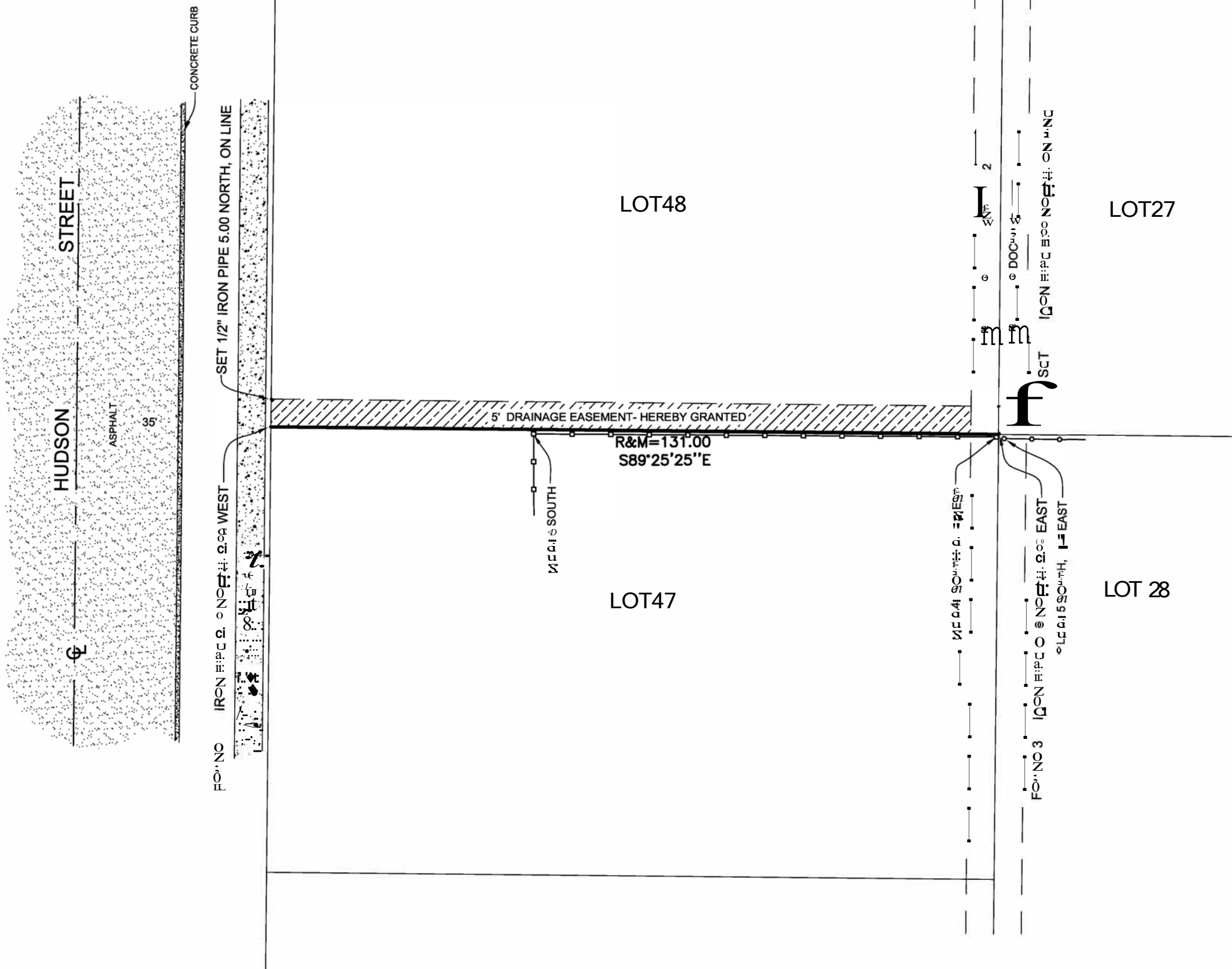
OWNERS NOTARY
7117 HUDSON STREET
DARIEN, ILLINOIS 60561
PIN 09-28-205-005

STATE OF ILLINOIS)
COUNTY OF DU PAGE) ss

I, _____ A NOTARY PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT TED GUTOWSKI IS PERSONALLY KNOWN BY ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED OWNERSHIP OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO THE CITY OF DARIEN TO BE PREPARED AS HIS FREE AND VOLUNTARY ACT AND DEED FOR USES AND THE PURPOSES AFORESAID.

DATED THIS _____ DAY OF _____ A.D. 20__

BY: _____
NOTARY PUBLIC.



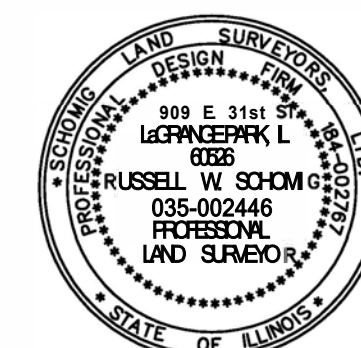
- LEGEND
- M = MEASURED DIMENSION
 - R = RECORDED DIMENSION
 - ⊥ = CENTER LINE
 - B.L. = BUILDING LINE
 - P.U.E. = PUBLIC UTILITY EASEMENT
 - D.E. = DRAINAGE EASEMENT
 - C.L.F. = CHAIN LINK FENCE ...
 - Ⓡ = SPRINKLER HEAD
 - Ⓜ = INLET
 - ◆ = AIR CONDITIONER

STATE OF ILLINOIS)
COUNTY OF COOK) ss.

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED HEREON.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

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



LICENSE EXPIRATION
11-30-2024

PRELIMINARY PDF FOR REVIEW

BY: _____
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

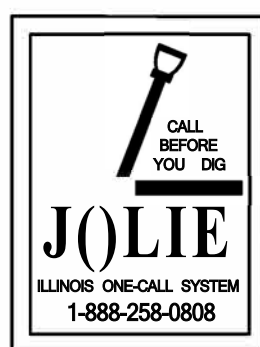
SURVEY DATE: JULY 2ND, 2024.

ORDERED BY: CITY OF DARIEN

PLAT NUMBER: 241013 & H27-285

FILE: 211110.CRD

SCALE: 1" = 20'



AGENDA MEMO
Municipal Services Committee
August 5, 2024

ISSUE STATEMENT

A [resolution](#) authorizing the purchase of one new, model TL-3 Scorpion towable trailer attenuator, from Street Smart Rentals, LLC in an amount not to exceed \$33,785.

BACKGROUND/HISTORY

The towable attenuator will serve as a trailing rear end impact safety devise, enhancing crew safety during operations on high-speed roads such as Cass Avenue, 75th St., Plainfield Road, as well as various other roadways throughout the City. This essential addition is particularly crucial for tasks involving slow-moving equipment operations, such as banner installations, stationary jobs such as main break repairs, manhole structure rehabilitations, and certain landscape maintenance operations. The towable attenuator acts as a safeguard, offering rear-end traffic crash protection to ensure a secure safe working environment for the department and reducing damaging impact to the City’s equipment and the motorist. See [Attachment A](#).

Staff requested competitive quotes for the trailer and received four quotes. Below, please find the results of the competitive quotes for the trailer.

VENDOR	COST
Street Smart Rentals, LLC	\$33,785.00
Road Safe Traffic Systems	\$37,174.88
J-Tech	\$41,410.00
High Star Traffic	\$48,388.45

The FY24/25 budget included funding for the proposed trailer and would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24-25 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	Capital Purchases-Equipment	\$ 21,000	\$16,892.50	\$4,107.50
02-50-4815	Capital Purchases-Equipment	\$21,000	\$16,892.50	\$4,107.50

STAFF RECOMMENDATION

Staff recommends approval of a resolution authorizing the purchase of one new, model TL-3 Scorpion towable trailer attenuator, from Street Smart Rentals, LLC in an amount not to exceed \$33,785.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the August 5, 2024 City Council agenda for formal consideration. .











RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ONE NEW, MODEL TL-3 SCORPION TOWABLE TRAILER ATTENUATOR, FROM STREET SMART RENTALS, LLC IN AN AMOUNT NOT TO EXCEED \$33,785

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of one new, model TL-3 Scorpion towable trailer attenuator, from Street Smart Rentals, LLC in an amount not to exceed \$33,785, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



Street Smart Rentals, LLC
3811 137th Ave NE
Columbus, MN 55025

PREPARED FOR

David Fell
City of Darien
(630) 429-1711
dfell@darienil.gov

Quote # Q-37711-3

Date 7/17/2024

Expires On 7/1/2025

Rep Name Ryan Kilpatrick

Rep Phone (612) 597-5547

Rep Email rkilpatrick@streetsmartrental.com

Billing Address

City of Darien
1702 Plainfield Road
Darien, IL 60561

Shipping/Pick Up Address

City of Darien
1702 Plainfield Road
Darien, IL 60561

Pricing provided on this quote is valid for up to 30 days after the printed date. Thank you for your business!

PRODUCT CODE	DESCRIPTION	QTY	UNIT PRICE	TOTAL
100BE-0A1A1AA1372/10002-TL3M-12TA	Scorpion II MASH Trailer Attenuator TL-3 MnDOT Spec	1	\$25,600.00	\$25,600.00
VM-4825	25L Vehicle-Mount AB	1	\$3,000.00	\$3,000.00
OPT-TA-Hydraulic Lift	TA CMS Hydraulic Lift	1	\$3,000.00	\$3,000.00
AB-Install	AB Install	1	\$500.00	\$500.00
OPT-AB-ConnectedKit-VM	Connected AB Kit	1	\$500.00	\$500.00
WH-18-02	Small NEMA Box for TMA's	1	\$185.00	\$185.00
			Subtotal*	\$32,785.00
			Est. Freight*	\$1,000.00
			Total*	\$33,785.00

***Totals do not include Tax.** Taxes are applied on invoices if your account is not exempt

This quote and any attachments originated from Street Smart Rentals, LLC may contain information that is proprietary, privileged client communications, or work product. If you are not the intended recipient, you are not authorized to read, retain, or distribute this information. If you received this in error, please notify the sender immediately and delete all copies.

Quoting:

(1) Scorpion Trailer Attenuator w/25 Light Arrow Board

*OPTIONS - Hydraulic Upright \$3,000

** This and all of our equipment can be purchased directly off of MN State Equipment Contract A-210(5) - Contract No. 202192

Terms and Conditions

To accept this quote and terms outlined above, sign and date, and return.

**City of Darien
Signature**

Print Name

Date

PO Number

AGENDA MEMO
Municipal Services Committee
August 5, 2024

ISSUE STATEMENT

A [resolution](#) accepting a proposal from Garland/DBS, Inc., for the labor, material and installation of limited tuck-pointing, window replacement, gutter and downspout replacement, metal flashing replacement, new metal caps/flashing and the refurbishing of the garage floor for the Public Works building facility located at 1041 South Frontage Rd. in an amount not to exceed \$285,663.

BACKGROUND

The FY 24/25 Budget includes funds to refurbish the garage floor, glazing, tuck pointing, limited gutter work and flashing at the Public Works facility located at 1041 South Frontage Road. Please note the garage floor was refurbished in 2015 with a commercial epoxy. The proposed floor epoxy is an industrial grade and carries a warranty for material and labor. The epoxy coating has begun to fail over the last several years and patching was not a solution.

The building was constructed in the early 70's and an assessment of the building was completed in January, 2024 to determine the required exterior building maintenance that was required. The following various building maintenance items were identified.

- Leaking windows
- Mortar Failure on Brick Wall
- Down Spouts Deterioration
- Metal Flashing Deterioration

Staff had contacted neighboring municipalities for references for vendors that specialize in the various exterior maintenance services. Garland/DBS, Inc., was forwarded through a reference as a general contractor who furnishes materials and labor to accommodate all exterior services. The vendor is also an awarded vendor of the OMNIA Partners. OMNIA partners provide public & private sector industries value-driven procurement and cost-saving solutions. Through the bidding process of OMNIA Partners, said vendor was awarded a national contract through Racine County, WI, for Roofing Supplies and Services, Waterproofing and Related Products and Services, under Contract Number PW1925, and has been extended to October 14, 2029.

The scope of services includes the following and is attached as [Exhibit A](#), Pages 1-7.

- Masonry Restoration-5 Year Warranty- 2 Year Warranty Workmanship
- Remove and Replace 2 Casement Commercial Window
- Garage Floor-Epoxy-5 Year Warranty- 5 Year Warranty Workmanship
- Remove and Replace Existing Gutters-10 Year Warranty- 2 Year Warranty Workmanship
- Remove and Replace Flashing-10 Year Warranty- 2 Year Warranty Workmanship

The proposed expenditure would be expended from the various line accounts and is attached and labeled as [Attachment A](#). Please note the project does realize a shortfall of \$5,663. The shortfall would be split (\$2,831.50) between the Street and Water Division respective Capital Accounts. The Capital Budget has sufficient funds to absorb the shortfall.

STAFF RECOMMENDATION

Staff recommends approval of this resolution accepting a proposal from Garland/DBS, Inc., for the labor, material and installation of limited tuckpointing, window replacement, gutter and downspout replacement, metal flashing replacement, new metal caps/flashing and the refurbishing of the garage floor for the Public Works building facility located at 1041 South Frontage Rd. in an amount not to exceed \$285,663.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the August 5, 2024 City Council New Business for formal approval.

PROPOSAL #	DESCRIPTION	UNIT	UNIT COST	QUANTITY	COST
25-IL-240804	ROOFING MATERIAL AND SERVICES PROPSAL FOR TUCKPOINTING	LUMP SUM	\$ 32,164.00	1	\$ 32,164.00
25-IL-240804	REMOVE AND REPLACE ONE (1) 36 X 20	EACH	\$ 1,756.00	2	\$ 3,512.00
25-IL-240804	REMOVE AND REPLACE ONE (1) 40 X 72	LUMP SUM	\$ 4,553.00	3	\$ 13,659.00
25-IL-240910	REMOVE EXISTING GUTTERS AND DOWNSPOUTS AND REPLACE WITH NEW GUTTERS AND DOWNSPOUTS	LUMP SUM	\$ 29,546.00	1	\$ 29,546.00
25-IL-240910	REMOVE EXISTING RAKE FLASHING AND REPLACE WITH NEW	LUMP SUM	\$ 8,309.00	1	\$ 8,309.00
25-IL-240910	INSTALL NEW SHEET METAL CAPS ON BRICK COLUMNS	LUMP SUM	\$ 11,840.00	1	\$ 11,840.00
25-IL-240919	GARAGE FLOOR REMOVE EXISTING EPOXY COATING AND INSTALL NEW INDUSTRIAL EPOXY COATING	LUMP SUM	\$ 186,633.00	1	\$ 186,633.00
TOTAL COSTS			N/A	N/A	\$ 285,663.00

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE
01-30-4223	MAINTENANCE BUILDING WINDOWS ENTRY ENTRYWAY DOOR PW FACILITY	\$ 37,500.00	\$ 37,500.00
02-50-4223	MAINTENANCE BUILDING WINDOWS ENTRY ENTRYWAY DOOR PW FACILITY	\$ 37,500.00	\$ 37,500.00
01-30-4223	MAINTENANCE BUILDING TUCKPOINTING PW FACILITY	\$ 2,500.00	\$ 2,500.00
02-50-4223	MAINTENANCE BUILDING TUCKPOINTING PW FACILITY	\$ 2,500.00	\$ 2,500.00
01-30-4815	CAPITAL PURCHASES PW GARAGE FLOOR	\$ 100,000.00	\$ 100,000.00
02-50-4815	CAPITAL PURCHASES PW GARAGE FLOOR	\$ 100,000.00	\$ 100,000.00
TOTAL BUDGET		\$ 280,000.00	\$ 280,000.00
PROPOSED JOB COST		N/A	\$ 285,663.00
BALANCE		N/A	\$ (5,663.00)
01-30-4815	CAPITAL PURCHASES GENERAL	N/A	\$ 2,831.50
02-50-4815	CAPITAL PURCHASES GENERAL	N/A	\$ 2,831.50
REVISED BUDGET TOTAL		N/A	\$ 285,663.00



RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM GARLAND/DBS, INC., FOR THE LABOR, MATERIAL AND INSTALLATION OF LIMITED TUCK-POINTING, WINDOW REPLACEMENT, GUTTER AND DOWNSPOUT REPLACEMENT, METAL FLASHING REPLACEMENT, NEW METAL CAPS/FLASHING AND THE REFURBISHING OF THE GARAGE FLOOR FOR THE PUBLIC WORKS BUILDING FACILITY LOCATED AT 1041 SOUTH FRONTAGE RD., IN AN AMOUNT NOT TO EXCEED \$285,663

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from Garland/DBS, Inc., for the labor, material and installation of limited tuck-pointing, window replacement, gutter and downspout replacement, metal flashing replacement, new metal caps/flashing and the refurbishing of the garage floor for the Public Works building facility located at 1041 South Frontage Rd. in an amount not to exceed \$285,663, attached hereto as "**Exhibit A**".

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 5th day of August, 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of August, 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Darien
Public Works Building
1401 S Frontage St.
Willowbrook, IL 60527

Date Submitted: 06/24/2024
Proposal #: 25-IL-240804
MICPA # PW1925

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Masonry Restoration

1. Grind and tuck point 100% of the mortar joints above the 2nd floor windows on the North and South sides of the building.
2. Spot grind and tuck point the remaining open, bad, and deteriorated mortar joints below the 2nd floor window on the North and South sides of the building.
3. Remove and replace the caulking around the (2) man doors on the North and South side of the building. Remove and replace the caulking around the (2) smaller garage door on the North and South side of the building. Remove and replace all of the caulking on the black casement windows on the West side of the building.
4. After all of the masonry work is complete. Power wash all dirt and debris from the surface of the brick with water and masonry cleaner.
5. After the brick are dry, apply (2) coats of Seal O Pore HP to the walls.

Proposal Price Based Upon Market Experience: \$ 32,164.00

Scope of Work: Add Alternate #1

1. Remove and replace (1) 36'x20' window with new casement commercial grade aluminum window.

Proposal Price Based Upon Market Experience: \$ 1,756.00 x 2

Scope of Work: Add Alternate #2

1. Remove and replace (1) 40'x72' window with new casement commercial grade aluminum window.

Proposal Price Based Upon Market Experience: \$ 4,553.00 x 3

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded. If permits are required this will be addressed via change order.
2. Bonds are excluded.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is included to which it obtains to the scope of work.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Anthony Kardum

Anthony Kardum
Garland/DBS, Inc.
(216) 430-3555



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Darien
Darien Public Works
1041 S Frontage Rd
Darien, Illinois 60561

Date Submitted: 07/22/2024
Proposal #: 25-IL-240910
MICPA # PW1925

ILLINOIS General Contractor License #: 104.015673

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Bid Item 1

1. Remove existing gutters and downspouts, approximately 244 l/f gutter and 140l/f of downspouts
2. Install new gutters to match existing, approximately 244 l/f
3. Install new downspouts to match existing, approximately 140 l/f

Proposal Price Based Upon Market Experience:	\$ 29,546
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Garland/DBS Price Based Upon Local Market Competition:

1 Alloy Architectural Solutions	\$ 29,546
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Scope of Work: Bid Item 2

1. Remove existing rake flashing, approximately 164 l/f
2. Install new rake flashing to match the existing, approximately 164 l/f

Proposal Price Based Upon Market Experience:	\$ 8,309
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Garland/DBS Price Based Upon Local Market Competition:

1 Alloy Architectural Solutions	\$ 8,309
--	-----------------

Scope of Work: Bid Item 3

1. Install new sheet metal caps on nine brick columns

Proposal Price Based Upon Market Experience: \$ 11,840

Garland/DBS Price Based Upon Local Market Competition:

1 Alloy Architectural Solutions \$ 11,840

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Permits are excluded.
2. Plumbing, Mechanical, Electrical work is excluded.
3. Masonry work is excluded.
4. Interior Temporary protection is excluded.
5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Darien
Department of Public Works
1041 S Frontage Rd
Darien, Illinois 60561

Date Submitted: 07/26/2024
Proposal #: 25-IL-240919
MICPA # PW1925

ILLINOIS General Contractor License #: 104.015673

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work: Garage Floor

1. Stage and Mobilize equipment and materials.
2. Secure working area with cones & caution tape
3. Remove existing flooring system following proper floor preparation steps.
4. Clean concrete floor with Garlands B-clean at rate of .5 gal per 100 sq ft.
5. Patch concrete area's with Garlands Gar-Rock
6. Diamond grind and or if needed apply Garlands Fill-Lock SL self-leveling material.
7. Diamond grind the substrate after patches have dried again.
8. Vacuum all debris and dust from the area
9. Install Epoxy compatible coving material. Use painters tape to mark section.
10. Apply Garland Tread-Shield VTP Primer at a rate of 1 gal per 100 sq ft
11. Wait 24 hours and vacuum off all loose material.
12. Remove and install new painters tape.
13. Apply Base & top coat of Tread-Shield Top at a rate of 100 sq. feet per gallon.
14. Allow 24hrs and Remove and install new painters tape.
15. Mix in non-slip additive such as polymer grit or Aluminum Oxide for non slip to Floor-Loc VOC clear sealant. Apply at a rate of 350 sq. feet per gallon
16. Wait 72 hours for normal traffic
17. Full clean/ sweep of all construction debris

Scope of Work: Addendum #1

- 1. Base Bid:
 - a. Port A John will NOT be needed and facilities onsite will be available
 - b. Dumpsters onsite will be available for use. Please remove from rental costs in your bid.
 - c. Add Durawalk base coat to material list
 - d. Add Durawalk Top Coat to material list
 - e. SOW addition: Run Thread shield upto the trough drain, at the garage door entrance apply Durawalk system (dark grey) to the trough drain on all garage bay openings.
 - f. Cut lines are to be clean and coated with the vehicular system.
 - g. Darien will be in charge of removing car lift in the south end 2nd bay.
 - h. Staging will be defined in the pre-construction meeting.

Proposal Price Based Upon Market Experience: \$ 186,633

Garland/DBS Price Based Upon Local Market Competition:

1 Futurity 19	\$ 186,633
2 MB Painting	\$ 204,502
3 Tablas Construction	\$ 209,432

Futurity 19 - Unforeseen Site Conditions:

Concrete Replacement	\$ 39.90 per Sq. Ft.
Through Drain Replacement	\$ 10,203.00 8' Section

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

- 1. Permits are excluded. If permits are required this will be addressed via change order.
- 2. Plumbing, Mechanical, Electrical work is excluded.
- 3. Masonry work is included to which it obtains to the scope of work.
- 4. Interior Temporary protection is excluded.
- 5. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller
Garland/DBS, Inc.
(216) 430-3606

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE**

June 24, 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 6:00 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

New Business

- a. **Resolution** – Authorizing the purchase of one new Challenger CL12A 2-post vehicle lift from Liftnow in an amount not to exceed \$14,057.48.

Mr. Dan Gombac, Director reported that the lift would be used for light duty. He reported that the old lift did not comply with new safety standards and was in need of replacement.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the purchase of one new Challenger CL12A 2-post vehicle lift from Liftnow in an amount not to exceed \$14,057.48.

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

- b. **Resolution** – Authorizing the Mayor to enter into a contract agreement with Morton Salt, Inc., for the purchase of rock salt in an amount not to exceed \$114,397.20.
- c. **Resolution** – Authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City’s 2024/25 Rock Salt Agreement.
- d. **Resolution** – Authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City’s 2024/25 Rock Salt Agreement.

Mr. Dan Gombac, Director reported that the Resolution would be a renewal of an annual contract and that it would be more cost-conscious than previously. He reported that the City would receive a maximum of 2,500 tons of rock salt for the year. Mr. Gombac further reported

that there would be continued Intergovernmental Agreements in place to provide Center Cass School District #66 and the Darien Park District with rock salt.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution authorizing the Mayor to enter into a contract agreement with Morton Salt, Inc., for the purchase of rock salt in an amount not to exceed \$114,397.20, approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2024/25 Rock Salt Agreement, and approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2024/25 Rock Salt Agreement.

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

- e. Resolution – Accepting a proposal from Baxter and Woodman Natural Resources, LLC (BWNR) to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$19,800 annually for a period of 5 years.**

Mr. Dan Gombac, Director reported that this proposal would be to provide a controlled burn, receding and removal of invasive species in the native prairie located at Elm Street and Eleanor Place. He reported that the previous work done in this area had been thriving nicely.

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 Baxter and Woodman Natural Resources, LLC (BWNR) to perform five years (2025-2029) of stewardship (maintenance) on three acres of restored native prairie located at Elm Street and Eleanor Place in an amount not to exceed \$19,800 annually for a period of 5 years.

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

- f. Resolution – Accepting the proposal of a 12-month subscription including hardware unit, web application, service and support and product replacement for Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600.**

Mr. Dan Gombac, Director reported that the proposal would be for a renewal of an annual subscription and that it would provide cloud-based technology. He reported that the system provides accurate information about roads, including road temperatures.

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 the proposal of a 12-month subscription including hardware unit, web application, service and support and product replacement for Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600.

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

g. Resolution – Authorizing Private Storm Water Management Assistance Projects.

Mr. Dan Gombac, Director reported that the entire inventory for storm water projects had been taken for the year and from that inventory six (6) projects were identified. He further reported that of those 6 projects, some would move forward while others would be reworked or cancelled. Mr. Gombac reported that the total amount the projects would cost is \$183,764.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution authorizing private storm water management assistance projects.

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

h. Resolution – Authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$11,000.

Mr. Dan Gombac, Director reported that the solar speed signs had been requested by residents concerned about speeding in their neighborhood. He reported that solar speed signs had been installed in the past and that they promote safety and awareness. Mr. Gombac reported that the 2 new signs would be posted on the North and South ends of Nantucket Drive.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$11,000.

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

i. Resolution – Waiving the competitive bid process and accepting a proposal from Structured Solutions LLC, for storm water manholes within the Hinsbrook Subdivision in an amount not to exceed \$44,020.

Mr. Dan Gombac, Director reported that the proposal would be part of the jetting program and would clean basins, identify and inventory necessary repairs, and spray manholes with an impermeable liner. He reported that there had been great success previously with this program and that it had provided a permanent solution.

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 waiving the competitive bid process and accepting a proposal from Structured Solutions LLC, for storm water manholes within the Hinsbrook Subdivision in an amount not to exceed \$44,020.

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

- j. Resolution – Authorizing to enter into a 5-year maintenance contract with Amber Mechanical Contractors for the service maintenance of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, per the annual amount schedule as follows; Year 1 \$7,720 + Contingency of \$2,020 = \$9,740.**

Mr. Dan Gombac, Director reported that the HVAC system in the Police Department had been previously replaced in 2017 and since then they had received less service calls. He reported that the Police Department has a large AC unit with individual controls in each office which requires a lot of technology to be maintained.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing to enter into a 5-year maintenance contract with Amber Mechanical Contractors for the service maintenance of the Heating, Ventilation and Air Conditioning (HVAC) system at the Darien Police Department, 1710 Plainfield Road, per the annual amount schedule as follows; Year 1 \$7,720 + Contingency of \$2,020 = \$9,740.

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

- k. Ordinance – Authorizing to amend the liquor code to expand the number of Class K liquor licenses from five (5) to six (6) for a beer and wine liquor license at Bua Thai Kitchen.**

Mr. Dan Gombac reported that liquor licenses change with restaurant turnover and that the Mayor is in support of the amendment.

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 to amend the liquor code to expand the number of Class K liquor licenses from five (5) to six (6) for a beer and wine liquor license at Bua Thai Kitchen.

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

- l. Minutes – May 28, 2024 Municipal Services Committee**

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 the May 28, 2024, Municipal Services Committee Meeting Minutes.

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

Director's Report

Mr. Dan Gombac, Director reported that the plantings and water feature on the digital marquee sign on Plainfield and Cass were complete.

Mr. Gombac further reported that he had been working with residents to put in a wider walkway on the Southwest corner of Plainfield and had been receiving negative feedback. He reported that he would be looking into alternative solutions with DuPage County.

Next Scheduled Meeting

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, July 22, 2024.

ADJOURNMENT

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

RESPECTFULLY SUBMITTED:

X

Thomas Belczak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman