

CITY OF DARIEN TEMPORARY AMENDMENT TO CITY COUNCIL MEETING RULES FOR COMPLIANCE WITH ILLINOIS OPEN MEETINGS ACT:

- The public is permitted to attend the City Council meeting but the meeting room will be limited to 20 members of the public at one time. The public will be required to maintain social distancing rules and are required to wear a mask while in the building.
- Members of the public physically present must be able to hear all discussion and testimony and all votes of the members of the body. This would mean that members of the public physically present, if more than 20, can be in a different room at City Hall. For example, this can be accomplished by offering a call-in telephone number, a web-based link such as YouTube presenting meeting live or viewing the meeting on cable at City Hall.

Visit the City of Darien [YouTube channel](#) to view the meeting live.

PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

August 2, 2021

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [July 19, 2021](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
 - A. [Garbage Service Renewal Discussion](#)

11. Department Head Information/Questions
 - A. Police Department
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [21-22-07](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
17. New Business
 - A. Consideration of a Motion to approve a petition requesting relief from City Code Section 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance. Request is made pursuant to City Code Section 7-5-1(C) for property located at [911 Hickory Lane](#) that is zoned Single Family Residence District (R-2)
 - B. Consideration of a Motion to approve a petition requesting relief from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing Chicken Coop to remain at eleven (11) feet from the rear lot line instead of the required twenty (20) feet, and to allow a portion (rear yard) of an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance. Request is made pursuant to City Code Section 7-5-1(C) for property located at [7934 Farmingdale Drive](#) that is zoned Single Family Residence District (R-2)
 - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor and City Clerk to Accept a Proposal from Patten Cat for [Purchase and Installation of One \(1\) New Cat End Loader Payload Bucket Monitor System](#) from Altorfer Cat in an Amount not to Exceed \$6,213.65
 - D. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Suburban Laboratories, Inc. for the 2021/22 Bacteriological and Chemical/Radiological/Lt2 [Water Sampling Program](#) in an Amount not to Exceed \$5,846.80
 - E. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Christopher B. Burke Engineering, Ltd. for the [Professional Design Services Related to the Lawn Conversion to Native Plantings](#) at the South East Quadrant of 74th Street and Elm Street in an Amount not to Exceed \$8,000

- F. Consideration of a Motion Authorizing City Staff to Proceed with Securing Materials, Installation and Restoration for the Sanitary Sewer Project for the [Municipal Services Facility Located at 1041 South Frontage Road](#) in an Amount not to Exceed \$35,671.76
 - G. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal to [Purchase Sanitary Sewer Related Items](#) from Norwalk Tank Company in an Amount not to Exceed \$9,306.21
 - H. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal to [Purchase Sanitary Sewer Iron Frames and Lids](#) from EJ Usa, Inc. in an Amount not to Exceed \$2,735.30
 - I. Consideration of a Motion to Approve:
 - August 12th, 13th, 14th and 15th as the date for the Darien Chamber of Commerce to Hold the [DarienFest 2021](#) Celebration at Darien Plaza Parking Lot
 - Providing Police Protection for the [DarienFest 2021](#) as Per Attached Agreement
 - J. Consideration of a Motion to Grant a Waiver of the Raffle License Bond Requirement for the [Woodridge Rotary Club](#)
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE JULY 19, 2021 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:09 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

July 19, 2021

7:30 P.M.

1. **CALL TO ORDER**

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

2. **SWEARING IN OF “MAYOR FOR THE DAY” NIKOS GOMOPOULOS**

Clerk Ragona swore in Nikos Gomopoulos as “Mayor for the Day.”

3. **PLEDGE OF ALLEGIANCE**

Mayor Gomopoulos led the Council and audience in the Pledge of Allegiance.

4. **ROLL CALL** — The Roll Call of Aldermen by Clerk Ragona was as follows:

Present:	Thomas J. Belczak	Ted V. Schauer
	Thomas M. Chlystek	Mary Coyle Sullivan
	Joseph A. Kenny	Lester Vaughan

Absent: Eric K. Gustafson

Also in Attendance: Joseph Marchese, Mayor
Nikos Gomopoulos, Mayor for the Day
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon Vana, City Administrator
Gregory Thomas, Police Chief
Daniel Gombac, Director of Municipal Services

5. **DECLARATION OF A QUORUM** – There being six aldermen present, Mayor Gomopoulos declared a quorum.

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

There were none.

7. **APPROVAL OF MINUTES** – June 21, 2021 City Council Meeting

It was moved by Alderman Kenny and seconded by Alderwoman Sullivan approve the minutes of the City Council Meeting of June 21, 2021.

Roll Call: Ayes: Belczak, Kenny, Schauer, Sullivan

Abstain: Chlystek, Vaughan

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

8. **RECEIVING OF COMMUNICATIONS**

Alderman Kenny received communication from...

...Marie Ciaglia, Clare Court, regarding concern with Phase Two of Oak Trace Development.

...Bonnie Kucera, Norman Court, thanking DuPage County on behalf of Norman Court Community regarding the paving of 75th Street.

Alderman Chlystek...

...read email from resident, 7000 block of Sawyer, regarding Buona Beef and Rainbow Cones that thank City staff for store remodel and successful grand opening.

...received communication from residents regarding concerns with gun training shop near Lace School.

...received communication and pictures from residents, 8000 block of Sawyer, regarding flooding. He noted that representatives from Christopher B. Burke Engineering, Ltd. were in attendance to discuss the subject.

Alderwoman Sullivan...

...read email from Lou & Carol Mallers, Pinehurst residents, thanking Public Works and all the volunteers for their incredible work clearing and cleaning up after the tornado. They noted that “in good times and in bad times Darien is a nice place to live.”

...received communication from Laurie Wyent expressing appreciation to Public Works for tremendous clean-up efforts in the Pinehurst area.

...noted several residents from the Carriage Greens Subdivision, representing the blocks of Laurel Lane, Gleneyre Road, and Carriage Greens Drive, are in attendance to hear Christopher B. Burke Engineering, Ltd. speak about storm water and flooding.

...stated she has been in communication with Chief Thomas regarding traffic and speeding in Carriage Way West subdivision.

Mayor Marchese noted Public Works crews from Addison, Bloomingdale, Carol Stream, Lombard, Lisle, Westmont and Illinois Tollway Authority & others provided workers and equipment to assist with tornado storm clean-up. Darien Public Works crews also assisted residents in Bruce Lake area. He provided kudos to everyone who assisted in the Pinehurst and Sawmill Creek areas.

Alderman Vaughan received communication from Steve Kotwica, 400 block of 71st Street, regarding flooding issues during rainstorms.

9. **MAYORS REPORT**

A. CHRISTOPHER B. BURKE ENGINEERING, LTD. – STORM WATER MANAGEMENT DISCUSSION

Mayor Marchese stated Dr. Christopher Burke, CEO of Christopher B. Burke Engineering, Ltd. (CBBEL) and Daniel Lynch, Head Municipal Engineer for CBBEL, were invited to the meeting after the significant storms of June 26. He commented that CBBEL specializes in the study, design and construction of complex storm water projects and are specialists in the field. Mayor Marchese recognized Dr. Burke’s accomplishments over his 38-year career. He noted Dr. Burke would discuss storm water ordinances, general storm water management practices, and Darien’s specific storm water efforts.

Director Gombac thanked Dr. Burke and Engineer Lynch for attending. He explained Mr. Lynch’s role as a municipal engineer stating that he is responsible for reviewing plans of subdivisions for detention calculations, best management practices and general drainage.

Dr. Burke discussed street, house, and nuisance flooding, basement seepage, sanitary sewer backup simulation, overhead sewer schematic, misunderstood facts about flooding, tips on flood prevention for homeowners, alleviating flooding, overland flow routes,

conveyance improvements, and flood storage. Dr. Burke addressed Council questions. Mayor Marchese, Administrator Vana and Director Gombac commented.

Residents voiced their concerns regarding standing water, smoke tests, storm sewer systems surcharging, street flooding, water pooling in rear yard, need to hire consultants due to recurring water issues, and overland water issues in Carriage Way West subdivision. Director Gombac and Dr. Burke responded to questions; several residents provided contact information for follow-up.

Mayor Marchese thanked Dr. Burke, Engineer Lynch and residents for attending and providing Council with information.

10. **CITY CLERK'S REPORT**

There was no report

11. **CITY ADMINISTRATOR'S REPORT**

A. GARBAGE SERVICE RENEWAL DISCUSSION

Administrator Vana explained that contract with Waste Management (WM) (formerly Advanced Disposal and Veolia) ends April 1, 2022. Staff met with WM to discuss a potential contract extension. He noted during the last contract extension, Council agreed on the current cart and sticker hybrid service.

Administrator Vana reviewed scope of services discussed with WM, which focused on a full cart program allowing for unlimited weekly removal of refuse, recycling, and yard waste with added services; he asked Council for their direction. Vaughn Kuerschner and Gerry Kreuzman from WM were in attendance for Council discussion and to address questions.

Council discussion ensued. Mr. Kuerschner addressed Council questions and reviewed At Your Door Special Collection option, recycling processing, and the benefits of cart usage.

Administrator Vana asked Council to provide service level requirements needed for inclusion in next contract. Mayor Marchese instructed Council to review WM proposal and to email Administrator Vana with questions. He commented about the importance of quality service. Administrator Vana will provide Council with information regarding waste hauler services from surrounding communities.

Doug Hodak, 7600 block of Wilton, commented on his preference for a sticker option.

Treasurer Coren requested that the City utilize the bidding process due to contract being in excess of \$5,000.

12. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT

Chief Thomas provided an update on House Bill 3653 now known as the SAFE-T Act. The Illinois General Assembly approved the modified trailer bill on May 31, 2021. Governor Pritzker signed the Bill on June 25 and became HB3653 became law on July 1, 2021.

He highlighted legislative changes made to: Use of Force, Duty to Render Aid, Duty to Intervene, Resisting or Obstructing a Peace Officer, No Knock Search Warrants, Misconduct, Sworn Affidavit, Local Records Act (Police Misconduct Records), Monthly Reports (Deaths in Custody, Mental Health Incidents, Use of Force, FBI Use of Force Data), Military Surplus Equipment and Body Cameras.

Additional future changes that become effective January 1, 2022 include: Class B & C Misdemeanors, Arrestees must receive three phone calls, and Restoration of Suspended Drivers if suspension was for non-payment of a fine.

Chief Thomas stated monthly reports have been problematic. He provided an update on crime and traffic statistics within the City of Darien; he stated crime is on the decline.

B. MUNICIPAL SERVICES – NO REPORT

13. **TREASURER'S REPORT**

A. WARRANT NUMBER 21-22-05

It was moved by Alderwoman Sullivan and seconded Alderman Kenny to approve payment of Warrant Number 21-22-05 in the amount of \$166,087.36 from the enumerated funds, and \$274,438.91 from payroll funds for the period ending 07/01/21 for a total to be approved of \$440,526.27.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Schauer, Sullivan, Vaughan

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

B. WARRANT NUMBER 21-22-06

It was moved by Alderman Belczak and seconded Alderman Vaughan to approve payment of Warrant Number 21-22-06 in the amount of \$590,433.82 from the enumerated funds, and \$286,245.03 from payroll funds for the period ending 07/15/21 for a total to be approved of \$876,678.85.

Roll Call: Ayes: Belczak, Chlystek, Kenny, Schauer, Sullivan, Vaughan

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

14. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the next meeting of the Administrative/Finance Committee is scheduled for August 2, 2021 at 6:00 P.M. She stated the Economic Development Committee meeting is scheduled for August 5, 2021 at 7:00 P.M.

Municipal Services Committee – Chairman Belczak announced the next meeting of the Municipal Services Committee meeting is scheduled for July 26, 2021 at 7:00 P.M.

Police Committee – Chairman Kenny announced the next meeting of the Police Committee is scheduled for August 16, 2021 at 6:00 P.M. in the Police Department Training Room.

15. **QUESTIONS AND COMMENTS – AGENDA RELATED**

There were none.

16. **OLD BUSINESS**

There was no Old Business.

17. **CONSENT AGENDA**

It was moved by Alderman Belczak and seconded by Alderman Vaughan to approve by Omnibus Vote the following items on the Consent Agenda:

A. CONSIDERATION OF A MOTION TO APPROVE THE DARIEN CHAMBER OF COMMERCE ANNUAL DARIEN DASH, A 10K RUN/A 5K RUN/1 MILE WALK, ON SEPTEMBER 12, 2021 BEGINNING AT 8:00 A.M. AND AUTHORIZE THE CHIEF OF POLICE TO FINALIZE THE DETAILS OF THIS EVENT WITH THE CHAMBER OF COMMERCE

**B. CONSIDERATION OF A MOTION TO APPROVE THE USE OF THE RIGHT HALF OF THE FOLLOWING STREETS FOR THE DARIEN DASH:
THE 5K AND 10K COURSE:**

START ON IRONWOOD AVENUE AT THE DARIEN SWIM AND RECREATION CLUB AND HEAD NORTH TO 69TH STREET. TURN EAST ON TO 69TH STREET TO RICHMOND AVENUE; TURN SOUTH ON RICHMOND AVENUE TO 70TH STREET; TURN EAST ON 70TH STREET TO BENTLEY AVENUE; TURN NORTH ON BENTLEY AVENUE TO 69TH STREET; TURN EAST ON 69TH STREET TO CLARENDON HILLS ROAD; TURN SOUTH ON CLARENDON HILLS ROAD TO 70TH STREET; TURN WEST ON 70TH STREET TO BENTLEY AVENUE; TURN SOUTH ON BENTLEY AVENUE TO MAPLE LANE; TURN EAST ON MAPLE LANE TO CLARENDON HILLS ROAD; TURN SOUTH ON CLARENDON HILLS ROAD TO 71ST STREET; TURN WEST 71ST STREET TO BENTLEY AVENUE; TURN NORTH ON BENTLEY AVENUE TO MAPLE LANE; TURN WEST ONTO MAPLE LANE TO RICHMOND AVENUE; TURN SOUTH ON RICHMOND AVENUE TO 71ST STREET; TURN WEST ON 71ST STREET TO BEECHNUT LANE; TURN NORTH ON BEECHNUT LANE TO IRONWOOD AVENUE; TURN EAST ON IRONWOOD AVENUE TO START/FINISH LINE

1-MILE COURSE:

START ON IRONWOOD AVENUE AT THE DARIEN SWIM AND RECREATION CLUB AND HEAD NORTH TO 69TH STREET. TURN EAST ON TO 69TH STREET TO SIERRA DRIVE; TURN SOUTH ON SIERRA DRIVE TO 71ST STREET; TURN WEST ON 71ST STREET TO BEECHNUT LANE; TURN NORTH ON BEECHNUT LANE TO IRONWOOD AVENUE; TURN WEST ON IRONWOOD AVENUE TO START/FINISH LINE

C. CONSIDERATION OF A MOTION GRANTING A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN CHAMBER OF COMMERCE

D. CONSIDERATION OF A MOTION GRANTING A WAIVER OF THE \$50.00 A DAY FEE FOR THE CLASS “J” TEMPORARY LIQUOR LICENSE FOR DARIEN LIONS CLUB

Roll Call: Ayes: Belczak, Chlystek, Kenny, Schauer, Sullivan, Vaughan

Nays: None

Absent: Gustafson

Results: Ayes 6, Nays 0, Absent 1

MOTION DULY CARRIED

18. **NEW BUSINESS**

There was no New Business.

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

Alderman Sullivan thanked Mayor Gomopoulos for doing such a fine job leading the meeting; she stated, “our future is bright with young people like you.”

20. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 10:12 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 7-19-21. Minutes of 7-19-21 CCM.

City of Darien

TO: City Council

FROM: Bryon Vana

DATE: July 28, 2021

RE: Garbage Survey

As requested by council, [attached](#) is a copy of the garbage rates for other municipalities.

	Hauler for Refuse, Recycling, and Yardwaste:	How long is the term of your current residential refuse/recycling contract and are there any extensions?	Are there increases over the duration of the contract, if so by what amount?	If your municipality offers a subscription cart service for residential refuse, please provide monthly pricing for each cart size.	If you have a sticker program, what is the price per sticker for refuse/yard waste stickers?	Does your municipality offer any specialty programs such as those listed below? (Please check the ones that apply).	Is there anything specific or unique to your collection program that is working well or could be improved?
Darien	Waste Management (previously Advanced Disposal)	5 years (expires March 31, 2022)	Yes, 3% on anniversary of contract	35 Gallon: \$16.60/month 65 Gallon: \$18.85/month 95 Gallon: \$23.34/month Other: \$140.68/season (optional seasonal yardwaste subscription program - 95 gallon)	\$3.91 (\$19.55/sheet-5)	Household Hazardous Waste: utilize with County and neighboring communities Curbside Electronics Recycling: yes, resident must contact Advanced and item must be stickered Other (please explain): as scheduled. Example – Environmental Committee provided an electronics recycling event 2018, 2019	Residents that rent a cart receive a 'free' recycling cart; Free leaf pick from October 15th thru 2nd full week in December
Downers Grove	Republic Services, Inc.	Expires March 30, 2023	Annual increases for cart service & refuse stickers: http://www.downers.us/res/garbage-and-recycling/cart-rental-and-other-services	35 Gallon: \$18.40/month 65 Gallon: \$20.94/month 95 Gallon: \$27.40/month	\$4.10	Curbside Composting: Yes (in yard waste cart or 33 gallon can with sticker) Annual Clean-Up Day: 1 time during contract (scheduled for 2021)	Not that I'm aware of
Glendale Heights	Republic Services, Inc.	This was a 5 year term contract and we are in the final year RATES THRU APRIL 30 2021	It was approximately 3% a year	Our contract is formatted differently. See categories listed and corresponding monthly rates. I am listing garbage hauling rates, for year 5, not including street sweeping, which is added to the monthly refuse rate. Type A – Single Family – Individual Billed: \$26.25 Type A – Single Family – Individually Billed, Seniors: \$17.11 Type B - Single Family Association Billed: \$25.47 Type C - Containerized Multi Family 6-12 Units: \$18.84 Type D – Containerized Multi Family 12+ units: \$16.25 Seniors receive 35% discount	All yard waste is included in the monthly hauling rate. We do not utilize yard waste stickers.	Household Hazardous Waste: Universal Waste Collection Site Other (please explain): BlueGuard Electronic Recycling Program, White Goods (Bulk- large item) pick up at no additional charge, Street Sweeping (additional charge)	Our contract seems to work for the Village, but we are always striving to provide better service to the residents for less money.
Roselle	Flood Brothers Disposal	Five year agreement with clause for extension (April 1, 2020 thru March 31, 2024)	Various increases between commercial and residential accounts. Generally, residential rates increase by 3%	Residents can choose between each cart size with no impact on pricing: Single Family Home: \$18.81/month Family Senior \$13.55/month Multi Family Centralized Billing \$17.35/month	\$2.35 95 gal Yard Waste Cart: \$195.75/season Special pick up \$20/cubic yard	Household Hazardous Waste Curbside Electronics Recycling	Residents receive free yard waste pickup two times per year - during the first collection day in April and the last collection day November - for up to seven (7) bundles, bags or approved containers per each pickup. We may look to update the collection days due to weather.
Villa Park	Roy Strom Company	The original contract was dated Sept. 23, 2013 and expired June 30, 2018. We are currently in our first extension dated July 1, 2018 – June 30, 2023.	Monthly collection costs increase by roughly 2.2% annually	N/A	Yard waste stickers cost \$2.90 for July 2021 – June 2022. Each subsequent year the price increases \$0.10 per bag.	Curbside Electronics Recycling: Not curbside, however we do offer a free monthly service for residents to bring their electronics to Village Hall for recycling. Annual Clean-Up Day: Yes, of sorts. Our annual Spring Sweep is sponsored by a Village commission, which brings vendors in to collect various items for proper disposal (i.e., paint, paper shredding, electronics, flags, home goods, batteries, etc.) More information on this event can be found here: http://www.invillapark.com/925/Spring-Sweep-2020 Other (please explain): Household battery recycling, as well as pen and marker recycling is available free of charge to residents in our	<ul style="list-style-type: none"> Residents are allowed to dispose of one large item per week for free. This is very well received. Residents are allowed to dispose of an unlimited amount of household refuse, recyclables, and yard waste per week (within reason, the limits of which is very infrequently tested). The Village does not require a specific garbage bin be used, which allows residents to choose their can. Guidelines include of 35 gallon rigid containers or 32 gallon (max) plastic bags not weighing more than 50 pounds. Residents are allowed to set out up to three cans or bundles of debris from household remodeling projects. Annually we provide free leaf pickup for approximately 10 weeks, if Kraft paper bags are used. Leaves placed in plastic bins or other non-
Warrenville	Groot Industries Inc.	NEW CONTRACT - MAY 2021	Yes, roughly 3%	65 or 95 Gallon Refuse Toter: \$15.49/month Seniors ONLY 35 gallon \$11.50/month Recycling is included	Stickers for refuse - \$2.75		
West Chicago	Groot Industries Inc.	December 31, 2024		35 Gallon: \$13.73/month (For Seniors: \$9.27) 95 Gallon: \$19.52/month	\$2.37	Annual Clean-Up Day Other (please explain): Seasonal Leaf Collection, Seasonal Pumpkin Composting, Holiday Light Recycling, Yard waste Collection	

	Hauler for Refuse, Recycling, and Yardwaste:	How long is the term of your current residential refuse/recycling contract and are there any extensions?	Are there increases over the duration of the contract, if so by what amount?	If your municipality offers a subscription cart service for residential refuse, please provide monthly pricing for each cart size.	If you have a sticker program, what is the price per sticker for refuse/yard waste stickers?	Does your municipality offer any specialty programs such as those listed below? (Please check the ones that apply).	Is there anything specific or unique to your collection program that is working well or could be improved?
Wheaton	Lakeshore Recycling Systems	5 year term with possible 3 year extension	2% annually - PRICES GOOD THRU SEPT 2021	No subscription	\$2.99/sticker (for yard waste and extra trash that cannot fit in cart)	Curbside Electronics Recycling Curbside Composting Other (please explain): RFID system for collection... true pay for what is thrown	Wheaton is the only municipality who uses RFID technology in conjunction with pick ups and billing. Each cart is GPS'd and associated with a residence. Resident get charged a certain amount (shown below) for each tip. Don't put out trash/recycling, no cost. Garbage: 35-gallon cart: \$1.55/pickup 65-gallon cart: \$3.10/pickup 95-gallon cart: \$4.65/pickup Recycling: 35-gallon cart: \$1.29/pickup 65-gallon cart: \$1.29/pickup 95-gallon cart: \$1.20/pickup
Winfield	SBC Waste Solutions NEW HAULER - January 1, 2021			Flat rate take all (unlimited)- \$17.95/month and seniors \$16.20/month Stickers - \$2.75 (Seniors \$2.48) If use stickers, you will receive an estimated annual invoice of \$4.00 for batteries, lightbulbs, pain and used motor oil collections	Yard waste cart is extra	Annual Clean-Up Day: Yes, once per year in the Spring Other (please explain): No charge leaf collection at the end of the year, leaves must be containerized, residents receive 3 free collections (schedule previously determined by hauler) starting November to first week of December	We currently provide an electronics waste dumpster near Public Works for residents. While this was a value add to the contract at no additional cost to Winfield, it has proven problematic with non-residents exploiting its use. We are looking at alternatives to provide the same level of service without abuse from non-residents.
Woodridge	Groot Industries Inc.	Initial 5 year, up to 5 by 1-year agreements after that	Yes, various. We have a sticker program, a subscription program and a la carte services (i.e. white goods, bulk items). These increase every year. Stickers are \$0.10 per year	33 Gallon: \$23.50/month (+\$3.30 rental fee)= \$26.80 64 Gallon: \$23.50/month (+\$3.30 rental fee) = \$26.80 96 Gallon: \$26/month (+\$3.30 rental fee)= \$29.30	\$3.80	Curbside Electronics Recycling: Yes, various Annual Clean-Up Day: Yes, requires 5 stickers	Staff handles many phone calls, I wish the customer service was better so that our residents did not escalate to the municipal staff.
Indian Head Park	SBC Waste Solutions NEW HAULER - January 1, 2021	5 years	roughly 3.0%	35 Gallon: \$14.35/month 65 Gallon: \$14.55/month 95 Gallon: \$15.55/month Refuse Stickers - \$2.85 Bulk Items - 3 stickers Special Collections - \$25.00 3 yard minimum Electronic Waste - 10 stickers	\$2.85		



CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
August 2, 2021

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

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

General Fund				\$242,967.00
Water Fund				\$489,920.69
Motor Fuel Tax Fund				\$1,226.92
Water Depreciation Fund				
Stormwater Management Fund				
E-Citation Fund				
Capital Improvement Fund				86,580.68
State Drug Forfeiture Fund				
Federal Equitable Sharing Fund				
DUI Technology Fund				
			Subtotal:	<u>\$820,695.29</u>
General Fund Payroll	07/29/21	\$	227,599.84	
Water Fund Payroll	07/29/21	\$	29,138.60	
		Subtotal:	\$	<u>256,738.44</u>
Total to be Approved by City Council:				<u>\$ 1,077,433.73</u>

Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 7/20/2021 Through 8/2/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AIS	CLOUD HOSTING- AUG 2021	AP080221	4325	Consulting/Professional	20.00
AIS	BLOCK HOURS- AUG 2021	AP080221	4325	Consulting/Professional	5,130.26
AIS	BACK UP SERVICE- AUG 2021	AP080221	4325	Consulting/Professional	1,300.00
CALL ONE, INC.	CITY TELEPHONE BILL	AP080221	4267	Telephone	1,717.32
COMCAST BUSINESS	CABLE FOR CITY	AP080221	4271	Utilities (Elec,Gas,Wtr,Sewer)	41.88
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL- CITY HALL	AP080221	4271	Utilities (Elec,Gas,Wtr,Sewer)	87.70
GOVTEMPSUSA LLC	VANA (7-4-21)	AP080221	4325	Consulting/Professional	3,415.38
GOVTEMPSUSA LLC	VANA (7-11-21)	AP080221	4325	Consulting/Professional	3,415.38
IMPACT NETWORKING, LLC	KONICA COPIER AGREEMENT	AP080221	4225	Maintenance - Equipment	172.00
RUNCO OFFICE SUPPLY	NAMEPLATE- THOMAS PAPAIS	AP080221	4253	Supplies - Office	17.50
SPEER FINANCIAL	PROFESSIONAL SERVICES	AP080221	4325	Consulting/Professional	850.00
SUNCOM TV	AUDIO SUPPORT FOR COUNCIL MEETINGS- (May thru July 2021)	AP080221	4815	Equipment	1,025.00
WILL COUNTY CLERK	NOTARY SIGNATURE /FILING FEE	AP080221	4213	Dues and Subscriptions	10.00
				Total Administration	17,202.42

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 7/20/2021 Through 8/2/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
IL STATE POLICE	FINGERPRINTING- SPEEDWAY -KATRINA BROWN	AP080221	4205	Boards and Commissions	28.25
				Total City Council	28.25

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 7/20/2021 Through 8/2/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BRITE	PRINTER FOR CODE ENFORCEMENT	AP080221	4325	Consulting/Professional	413.00
				Total Community Development	413.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/20/2021 Through 8/2/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A&W TRAILER LLC	EQUIP MAINTENANCE	AP080221-3	4229	Maintenance - Vehicles	75.00
ADVANCE AUTO PARTS	OIL FILTER	AP080221	4229	Maintenance - Vehicles	37.68
ADVANCE AUTO PARTS	DUAL HEAD CHUCK	AP080221	4229	Maintenance - Vehicles	103.48
ADVANCE AUTO PARTS	CREDIT ON INV 831153	AP080221	4229	Maintenance - Vehicles	(24.00)
ADVANCE AUTO PARTS	ALTERNATOR FOR #403	AP080221	4229	Maintenance - Vehicles	265.03
ALARM DETECTION SYSTEMS INC	PUBLIC WORKS (Aug thru Oct 2021)	AP080221	4223	Maintenance - Building	203.43
ALLIED GARAGE DOOR INC.	GARAGE DOOR REPAIR / POLICE DEPT	AP080221	4223	Maintenance - Building	702.59
ALLIED GARAGE DOOR INC.	PW GARAGE DOOR REPAIR	AP080221-3	4223	Maintenance - Building	284.25
ALTA CONSTRUCTION EQUIPMENT IL	MOWER BLADE	AP080221	4229	Maintenance - Vehicles	727.09
ALTA CONSTRUCTION EQUIPMENT IL	MOWER PARTS	AP080221	4229	Maintenance - Vehicles	137.39
ALTORFER INDUSTRIES INC	EQUIPMENT RENTAL 6-25-21	AP080221	4350	Forestry	994.00
CINTAS FIRST AID AND SAFETY	REPLENISH MEDICINE CABINET 7-12-21	AP080221	4219	Liability Insurance	151.76
COM ED	COM ED 0788310001 1041 S FRONTAGE RD	AP080221	4271	Utilities (Elec,Gas,Wtr,Sewer)	56.09
CONLEY STEEL INC	CUT STEEL PLATE FOR CHEESE RD	AP080221	4257	Supplies - Other	1,781.40
EJ USA, INC.	FRAME IRONS	AP080221	4257	Supplies - Other	594.48
FACTORY CLEANING EQUIPMENT INC	FLOOR SWEEPER MAINTENANCE	AP080221	4225	Maintenance - Equipment	60.49
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN-CARR	AP080221	4219	Liability Insurance	35.20
GRAINGER	TORCH HOSE	AP080221	4257	Supplies - Other	177.22
HOME DEPOT	SUPPLIES FOR MAINTENANCE, TORNADO AND OTHER	AP080221	4223	Maintenance - Building	(56.00)
HOME DEPOT	SUPPLIES FOR MAINTENANCE	AP080221	4223	Maintenance - Building	181.97
HOME DEPOT	SUPPLIES FOR MAINTENANCE AT POLICE DEPT	AP080221	4223	Maintenance - Building	132.42

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/20/2021 Through 8/2/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
HOME DEPOT	SUPPLIES FOR MAINTENANCE	AP080221	4223	Maintenance - Building	52.92
HOME DEPOT	SUPPLIES FOR OTHER	AP080221	4257	Supplies - Other	1,055.71
HOME DEPOT	SUPPLIES FOR OTHER	AP080221	4259	Small Tools & Equipment	83.94
HOMER TREE CARE, INC.	2 MAN CREW- STORM DAMAGE (Woodland Basin)	AP080221	4375	Tree Trim/Removal	1,500.00
INTERSTATE BATTERY SYSTEM	BATTERY	AP080221	4229	Maintenance - Vehicles	139.95
INTERSTATE BILLING SERVICE INC	TRANSMITTER FOR #110	AP080221	4229	Maintenance - Vehicles	160.00
INTERSTATE BILLING SERVICE INC	TANK SURGE DEARERATION	AP080221	4229	Maintenance - Vehicles	580.00
JAMES HERMAN	SAFETY SMART GEAR- JIM HERMAN	AP080221	4269	Uniforms	34.77
JC LANDSCAPING/TREE SERVICE	HINSBROOK DRAINAGE PROJECT	AP080221-4	4374	Drainage Projects	10,671.00
LAWSON PRODUCTS INCORPORATED	MECHANIC SUPPLIES	AP080221	4225	Maintenance - Equipment	562.58
LAWSON PRODUCTS INCORPORATED	MAINTENANCE SUPPLIES	AP080221	4225	Maintenance - Equipment	497.53
MASTER GRAPHICS	PRINTER	AP080221	4253	Supplies - Office	14,318.00
NAPA AUTO PARTS	COOLANT	AP080221	4229	Maintenance - Vehicles	44.94
OFFICE DEPOT	OFFICE SUPPLIES FOR PW	AP080221	4253	Supplies - Office	121.16
ORANGE CRUSH LLC	APRON- 67TH ALABAMA	AP080221	4257	Supplies - Other	581.36
POMP'S TIRE SERVICE, INC.	SCRAP TIRE FEE	AP080221	4229	Maintenance - Vehicles	98.95
RAGS ELECTRIC	STREET LIGHT REPAIRS	AP080221-3	4359	Street Light Oper & Maint.	294.00
RAGS ELECTRIC	STREET LIGHT REPAIR- RIPPLE RIDGE & MYSTIC TRACE	AP080221-3	4359	Street Light Oper & Maint.	581.00
RED WING SHOES	CORNEILS- BOOTS	AP080221	4219	Liability Insurance	197.23
ROSE LANDSCAPE DESIGN	CLOCK TOWER LIGHTING REPAIR	AP080221	4223	Maintenance - Building	490.00
SEBERT LANDSCAPING	LANDSCAPE MAINTENANCE- 75TH ST PLANTERS	AP080221	4350	Forestry	4,741.66

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 7/20/2021 Through 8/2/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
SEBERT LANDSCAPING	LANDSCAPE MAINTENANCE- CITY ENTRANCE WAY SIGNS	AP080221	4350	Forestry	985.00
SEBERT LANDSCAPING	LANDSCAPE MAINTENANCE- CLOCK TOWER MULCH AREAS	AP080221	4350	Forestry	2,635.66
SEBERT LANDSCAPING	LANDSCAPE MAINTENANCE- CITY HALL AND POLICE DEPT MULCH AREAS	AP080221	4350	Forestry	2,612.33
SHREVE SERVICES INC	TOPSOIL	AP080221	4374	Drainage Projects	1,600.00
STATE INDUSTRIAL PRODUCTS	SLUDGE HAMMER	AP080221	4223	Maintenance - Building	158.07
STEVE PIPER & SONS, INC.	TUB GRINDING	AP080221-3	4243	Rent - Equipment	1,632.00
TAMELING INDUSTRIES	TOPSOIL	AP080221	4257	Supplies - Other	74.00
TAMELING INDUSTRIES	COARSE SAND	AP080221	4257	Supplies - Other	105.00
THE SHERWIN WILLIAMS CO	MAILBOX PAINT	AP080221	4257	Supplies - Other	53.99
TRI-K INC	MAINTENANCE SUPPLIES	AP080221	4225	Maintenance - Equipment	1,162.53
UNDERGROUND PIPE & VALVE CO.	PIPE PROJECTS - PINE PARKWAY	AP080221	4374	Drainage Projects	11,300.00
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES	AP080221	4223	Maintenance - Building	81.60
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES- POLICE DEPT	AP080221	4223	Maintenance - Building	44.76
WESTOWN AUTO SUPPLY COMPANY	SPARK PLUG, AIR FILTER	AP080221	4225	Maintenance - Equipment	10.74
WESTOWN AUTO SUPPLY COMPANY	SHOP SUPPLIES	AP080221	4225	Maintenance - Equipment	128.33
				Total Public Works, Streets	66,011.68

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 7/20/2021 Through 8/2/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	REPAIR PARTS FOR PD	AP080221	4229	Maintenance - Vehicles	176.40
CHRISTINE CHARKEWYCZ	PROSECUTION FEES - JUNE 2021	AP080221	4219	Liability Insurance	1,110.00
CODE 4	CSO PATCHES	AP080221	4269	Uniforms	225.00
COLLEGE OF DU PAGE	RED DOT PISTOL- OFFICER RUMICK	AP080221	4263	Training and Education	400.00
DU-COMM	DU-COMM OWNING/OPERATING COSTS (Aug 1 thru Oct 31, 2021)	AP080221	4325	Consulting/Professional	4,825.76
DU-COMM	QUARTERLY SHARES (Aug 1 thru Oct 31, 2021)	AP080221	4325	Consulting/Professional	101,517.25
DUPAGE COUNTY FINANCE	OPERATING EXPENSES- FY 11-30-20	AP080221	4325	Consulting/Professional	43,574.50
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL FOR POLICE DEPT	AP080221	4271	Utilities (Elec,Gas,Wtr,Sewer)	363.78
GRACIE GLOBAL LLC	GST LEVEL 1 CERTIFICATION- RUNDELL & OBRIEN	AP080221	4263	Training and Education	1,790.00
IL SECRETARY OF STATE	LICENSE PLATE REGISTRATION RENEWAL D37	AP080221	4229	Maintenance - Vehicles	151.00
IL SECRETARY OF STATE	LICENSE PLATE REGISTRATION RENEWAL D38	AP080221	4229	Maintenance - Vehicles	151.00
KEVIN YEO	BATTERIES FOR EOTECH - WalMart	APVOID072821-2	4225	Maintenance - Equipment	(10.64)
POMP'S TIRE SERVICE, INC.	TIRES FOR POLICE DEPT	AP080221	4229	Maintenance - Vehicles	2,970.20
RAY O'HERRON CO. INC.	TACTICAL LIGHTS FOR RANGE	AP080221	4217	Investigation and Equipment	295.98
TKB ASSOCIATES INC	LASERFICHE ANNUAL RENEWAL	AP080221	4225	Maintenance - Equipment	642.00
VILLAGE OF LEMONT	RANGE RENTAL FEES -JUNE 2021	AP080221	4243	Rent - Equipment	300.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 7/20/2021 Through 8/2/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WEST SUBURBAN BANK LOSS PREV	INVESTIGATIVE SERVICES DAPC2100324	AP080221	4217	Investigation and Equipment	18.80
WEST SUBURBAN BANK LOSS PREV	REQUEST FOR CASE DA18-19783	AP080221	4217	Investigation and Equipment	314.70
WILLOWBROOK FORD, INC.	RE-PROGRAM TIRE SENSORS FOR D7	AP080221	4229	Maintenance - Vehicles	67.50
WILLOWBROOK FORD, INC.	D7 -WHEEL ASY and SENSOR KIT	AP080221	4229	Maintenance - Vehicles	331.82
WILLOWBROOK FORD, INC.	BELT FOR PD STOCK	AP080221-2	4229	Maintenance - Vehicles	<u>96.60</u>
				Total Police Department	<u>159,311.65</u>
				Total General Fund	<u>242,967.00</u>

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 7/20/2021 Through 8/2/2021

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AL WARREN OIL COMPANY INC	FUEL DELIVERY 7-16-21	AP080221	4273	Vehicle (Gas and Oil)	15,730.47
ALARM DETECTION SYSTEMS INC	PUBLIC WORKS (Aug thru Oct 2021)	AP080221	4223	Maintenance - Building	203.43
ALEXANDER CHEMICAL CORPORATION	CHLORINE	AP080221	4241	Quality Control	122.62
ALLIED GARAGE DOOR INC.	PW GARAGE DOOR REPAIR	AP080221-3	4223	Maintenance - Building	284.25
BLUE-WHITE INDUSTRIES	CHLORINE PUMPS	APVOID072821	4231	Maintenance - Water System	(560.72)
CINTAS FIRST AID AND SAFETY	REPLENISH MEDICINE CABINET 7-12-21	AP080221	4219	Liability Insurance	151.77
CONSTELLATION NEW ENERGY, INC.	1220 PLAINFIELD RD	AP080221	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,124.04
CONSTELLATION NEW ENERGY, INC.	0 LAKEVIEW & OAKLEY	AP080221	4271	Utilities (Elec,Gas,Wtr,Sewer)	24.09
CONSTELLATION NEW ENERGY, INC.	9S720 LEMONT RD	AP080221	4271	Utilities (Elec,Gas,Wtr,Sewer)	90.96
CONSTELLATION NEW ENERGY, INC.	18W736 MANNING	AP080221	4271	Utilities (Elec,Gas,Wtr,Sewer)	63.93
CONSTELLATION NEW ENERGY, INC.	67TH RIDGE	AP080221	4271	Utilities (Elec,Gas,Wtr,Sewer)	38.74
CORE & MAIN	WATER METERS	AP080221	4880	Water Meter Purchases	4,320.00
DUPAGE WATER COMMISSION	WATER PURCHASE (5-31-21 thru 6-30-21)	AP080221	4340	DuPage Water Commission	441,982.10
HACH COMPANY	CL17 SYSTEM MAINTENANCE	AP080221	4231	Maintenance - Water System	1,462.00
HBK WATER METER SERVICE	WATER METER TEST	AP080221-3	4231	Maintenance - Water System	33.66
HOME DEPOT	SUPPLIES FOR TORNADO CLEAN UP	AP080221	4219	Liability Insurance	34.80
HOME DEPOT	SUPPLIES FOR MAINTENANCE	AP080221	4231	Maintenance - Water System	78.55
NATIONAL WASH AUTHORITY	TANK WASHING	AP080221	4231	Maintenance - Water System	19,900.00
POMP'S TIRE SERVICE, INC.	TIRE FOR #401	AP080221	4225	Maintenance - Equipment	190.70
RED WING SHOES	BEUSSE- BOOTS	AP080221	4219	Liability Insurance	157.24
STATE INDUSTRIAL PRODUCTS	SLUDGE HAMMER	AP080221	4223	Maintenance - Building	158.06
WATER PRODUCTS - AURORA	HYDRANT METERS	AP080221	4880	Water Meter Purchases	2,190.00
XBE CHICAGO	TRUCKING- 67TH /CLARENDON HILLS RD 5-13-21	AP080221	4231	Maintenance - Water System	1,140.00
				Total Public Works, Water	489,920.69

**CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 7/20/2021 Through 8/2/2021**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Water Fund	489,920.69

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 7/20/2021 Through 8/2/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CONSTELLATION NEW ENERGY, INC.	LITE RT/25, CONTRLR S FRONTA 0 E CASS ST	AP080221	4840	Street Lights	38.70
CONSTELLATION NEW ENERGY, INC.	0 CASS AVE LITE RT/25 NO OF JAMES PETER CT	AP080221	4840	Street Lights	17.65
CONSTELLATION NEW ENERGY, INC.	SW CORNER 75TH ST PLAINFIELD RD	AP080221	4840	Street Lights	288.33
CONSTELLATION NEW ENERGY, INC.	0 2510 ABBEY DR LOT 278	AP080221	4840	Street Lights	593.24
RODOLFO FLORES	KING CAR WASH 6-18-21	AP080221	4855	Street Reconstruction/Rehab	<u>289.00</u>
				Total MFT Expenses	<u>1,226.92</u>
				Total Motor Fuel Tax	1,226.92

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 7/20/2021 Through 8/2/2021

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
JC LANDSCAPING/TREE SERVICE	RICHMOND DRAINAGE PROJECT	AP080221	4376	Ditch Projects	65,269.50
JC LANDSCAPING/TREE SERVICE	MISC DRAINAGE PROJECTS	AP080221-4	4376	Ditch Projects	5,241.25
UNDERGROUND PIPE & VALVE CO.	FENCE	AP080221	4390	Capital Improv-Infrastructure	1,275.12
UNDERGROUND PIPE & VALVE CO.	BAILEY RD RETAINING WALL	AP080221	4390	Capital Improv-Infrastructure	1,240.00
UNILOCK - CHICAGO	BRICKS FOR BAILEY RD	AP080221-3	4390	Capital Improv-Infrastructure	4,938.00
UNILOCK - CHICAGO	BRICKS FOR BAILEY RD	AP080221-3	4390	Capital Improv-Infrastructure	6,938.16
XBE CHICAGO	REAR YARD CLEAN UP	AP080221	4376	Ditch Projects	855.00
XBE CHICAGO	STORM SEWER 67TH ST CLEAN UP -6-16-21	AP080221	4376	Ditch Projects	823.65
				Total Capital Fund Expenditures	86,580.68
				Total Capital Improvement Fund	86,580.68
Report Total					820,695.29

AGENDA MEMO
CITY COUNCIL
AUGUST 2, 2021

CASE

2021HEN-01 Relief request from City Code Section 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance.

ISSUE STATEMENT

Motion to approve a petition requesting relief from City Code Section 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance. Request is made pursuant to City Code Section 7-5-1(C) for property located at 911 Hickory Lane that is zoned Single Family Residence District (R-2).

Applicable Regulations: City Code Section 7-5-1, Chicken Regulations

ATTACHMENTS

- A. [Application](#)
- B. [Justification Narrative](#)
- C. [Site Plan](#)
- D. [Site Photos](#)
- E. [City Code Title 7, Chapter 5, Section 1: Chicken Regulations](#)
- F. [Public Comment](#)

GENERAL INFORMATION

Petitioner/Owner:	Josue Villa
Property Location:	911 Hickory Lane
PIN Number:	09-27-113-012
Existing Zoning:	Single Family Residence District (R-2)
Existing Land Use:	Single Family Residential
Comprehensive Plan:	Low Density Residential (Existing & Future)
Surrounding Zoning & Uses	
North:	Single Family Residence District (R-2); Single Family Residential
East:	Single Family Residence District (R-2); Single Family Residential
South:	Single Family Residence District (R-2); Single Family Residential
West:	Single Family Residence District (R-2); Single Family Residential
Size of Property:	0.38 Acres
Floodplain:	According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site.
Natural Features:	N/A

OVERVIEW/DISCUSSION

In 2020, the City of Darien adopted ordinances (O-19-20 & O-21-20) that regulate the raising/keeping of chickens. Per adoption of these ordinances, City Code Section 7-5-1 was created and has been included as an attachment to this memo. Pursuant to this code section, a party may obtain relief from one (1) or more of the requirements stipulated in the ordinance. Therefore, the owner (Josue Villa) has filed this request asking for relief to allow an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance.

The criteria for approving this type of request is provided below. Note that the petitioner submitted a justification narrative for the request, in addition to an application, site plan, and site photos, which are all attached to this memorandum.

Relief Request – Approval Criteria:

A party may obtain relief from one (1) or more of the requirements of City Code Sections 7-5-1(B)(4), 7-5-1(B)(5), and 7-5-1(B)(8) if the City Council determines:

- a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and*
- b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.*
- c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.*
- d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.*
- e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- f) The plight of the owner is due to unique circumstances.*

CITY CODE STANDARDS

The City's Chicken Ordinance (Section 7-5-1) has been attached for reference.

MSC MEETING – 07/26/2021 (CANCELLED)

Due to cancellation of the July 26, 2021 Municipal Services Committee (MSC) Meeting, the Committee did not discuss this item or hold a vote on the item prior to the City Council Meeting.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the August 2, 2021 City Council agenda for formal consideration.

ZONING APPLICATION



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

CONTACT INFORMATION

Josue Villa
Applicant's Name

Josue Villa
Owner's Name

911 Hickory Ln Darien IL 60561
Address, City, State, Zip Code

"same"
Address, City, State, Zip Code

630-605-7680
Telephone

"same"
Telephone

overhang469@yahoo.com
Email

"same"
Email

PROPERTY INFORMATION

911 Hickory Ln Darien IL 60561
Property address

PIN Number(s)

Zoning District

Current Land Use(s)

(Attach additional information per the Submittal Checklist)

REQUEST

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

Request variance on 1 foot difference on fence for chickens

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

N/A

For office use only	
Date Received	
Case Number	
Fee Paid	
Handling Rate	

Notary Public

Variance Request

Proposed changes

The existing lot on 911 hickory ln. is requesting and variance of ordinance no. O-21-20 section 7-5-1 chickens. Requiring a solid 6ft perimeter fencing around the back yard. This variance request to keep the existing 5ft chain link fencing, and add ridged slates made of (high density Polyethylene) for added screening and privacy.

This variance being requested is intended to address several challenges that required the solid 6 ft fencing around the perimeter of the yard. First is we already have and existing 5 ft chain link fence in good condition and we share that fence with several neighbors that have the same type of fence. Removing and changing our fence would also negatively alter the look of their yard. If they were to not agree with us in removing of fencing we share, building a solid fence in front of the existing fence will cause vegetation growth problems that would be extremely difficult to manage.

Second, we have a healthy amount of vegetation screening around our yard. Our back yard is roughly 80x120 which is around 9,600 square feet for our small flock of five hens to roam around in.

Granting the relief would not interfere with neighbor's enjoyment of their property because our coop has relatively small foot print and is nestled against the back of our home which makes it harder to see from adjoining lots. The fowl make very little noise.

Our neighbor has a very large tree that grows along both our property line. The problem lies in that we would either have to ask to cut the tree down or awkwardly skirt around it with a solid fence.

As the owner we do not ever plan on moving and if we did the coop would come with us. I believe this would not affect the property value or burden any future owner.

We built our 4x10 chicken coop-run in early May of 2020. Having to remove and replace over 300 feet of fencing would be difficult financial undertaking during these trying times. We have had an operational coop before the Oct. 5th mandate. we also have perimeter fencing and vegetation screening.

ND
North Point
30-3000
Division
no

PLAT OF SURVEY

ATTACHMENT C

LOT 78 IN HINSBROOK UNIT ONE, A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SUBDIVISION RECORDED JULY 29, 1965 AS DOCUMENT R65-27893, IN DUPAGE COUNTY, ILLINOIS.

AREA OF SITE = 16 701.50 FT

ANGLE ON THE NORTHEAST CORNER OF THE SITE TO THE CHORD IS 98°15'32"



Existing sft
Chain link
Fence

LOT
78

STATE OF ILLINOIS }
COUNTY OF DU PAGE } 88

THIS IS TO CERTIFY THAT I, ALLEN D. CARRADUS, A PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF ILLINOIS, HAVE SURVEYED THE PROPERTY AS DESCRIBED HEREIN AND THAT THE ANNEXED PLAT IS A CORRECT AND TRUE REPRESENTATION THEREOF, AND THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

MADE AND SEALED AT WHEATON, ILLINOIS THIS 26th DAY OF October, A.D. 2012.
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-2551

- NOTES
- All distances shown hereon are in feet and decimal parts thereof corrected to 68° F. Distances shown along curved lines are Arc Measurements unless otherwise noted.
 - Compare the Legal Description, Building Lines, and Easements as shown hereon with your Deed, Title Insurance Policy or Title Commitment.
 - Consult local authorities for additional setbacks and restrictions not shown hereon.
 - Compare all survey points and report any discrepancies immediately.
 - Consult utility companies and municipalities prior to the start of any construction.
 - Dimensions to and along buildings are exterior features unless otherwise noted.
 - Do Not Assume Distances from staked measurements shall prevail.

ALLEN D. CARRADUS LAND SURVEYOR
 Residential & Commercial Land Surveying & Construction
 108 W. Liberty Drive, Wheaton, Illinois 60187
 (630) 588-0418 (Fax) 630-7682

PREPARED BY: **LAWRENCE J. CZEPIEL, ATTORNEY AT LAW**
 DRAWN BY: [Signature]







7-5-1: CHICKENS:**(A) Definitions:**

CHICKEN(S):	The common domestic fowl.
COOP:	A coop, building, pen or other enclosure, with or without an enclosed pen or hen yard, that is designed, constructed and maintained to confine fowl within the coop and to prevent access by predators and trespassers.
FOWL:	Any domesticated egg-laying chicken hen and shall exclude all roosters and chicken hens that have ceased laying eggs.
HEN:	A female chicken.
POULTRY:	Domestic fowl, such as chickens, turkeys, ducks, and geese.
ROOSTER:	A male chicken.

(B) Requirements; Permits, Fees And Penalties:

1. The raising/keeping of hens shall be permitted on all single-family detached single-family residential zoning lots containing a minimum of six thousand (6,000) square feet as an accessory use.
2. A maximum of six (6) hens shall be permitted.
3. All hens shall be kept within a coop consisting of a covered enclosure/structure with an attached covered/enclosed outdoor area to prevent hens from encroaching onto neighboring properties.
4. An outdoor area a minimum of ten (10) square feet per hen will be required and a maximum of one hundred fifty (150) total square feet will be permitted for both the covered enclosure/structure and outdoor area. The total height of a coop may not exceed seven feet (7').
5. All enclosures/structures shall be located a minimum of twenty feet (20') from all lot lines.
6. All hens and enclosures/structures shall be kept/located in the rear yard only.
7. All areas where hens are kept shall be clean and well maintained on a daily basis, with little to no accumulation of waste. In addition, all areas where hens are kept shall not produce or cause odors that are detectable on adjacent properties. All feed shall be kept in a sealed metal container. All electrical appliances shall be UL listed and clearly labeled.
8. Perimeter fencing six foot (6') high, privacy/solid fencing shall be required around the entire rear yard.
9. Humane conditions are to be maintained year round.
10. Roosters are prohibited.
11. Slaughtering is prohibited.
12. No other poultry, including but not limited to geese, ducks and turkeys shall be kept on the property.
13. An initial hen permit shall be required for approval of hens, coops, and required fencing. Permit application shall be authorized by owner of property. Permit authorizes City staff to inspect property for compliance when deemed necessary. Permit approval is required prior to obtaining hens. The perimeter fence required by subsection (B)8 shall be installed prior to construction of the coop.
14. A hen permit issued by the City with a one-time fee of twenty five dollars (\$25.00) shall be required. A renewal permit/registration shall be required each year thereafter, with an additional fee of ten dollars (\$10.00).
15. A hen permit issued under this article shall be revoked upon the commission of three (3) violations within a period of twelve (12) months. If the permit is revoked, the property shall not be eligible for a permit for one year after revocation. Any enclosure/structure shall be required to be removed within fifteen (15) days of revocation.
16. Sales of egg(s) or hen(s) or anything related to chicken keeping is not allowed.
17. On or prior to May 1, 2021 all nonconforming properties must be brought into conformance with the keeping of hens regulations of this article. On or prior to March 1, 2021 residents with chickens and no existing privacy fence, will be required to show proof of contract for privacy fence. This period is for all purposes deemed an appropriate amortization period for each and every nonconforming property presently located within the corporate limits of the City or hereinafter located within the City by reason of annexation into the City of the lot or parcel on which the uses are located.

(C) Relief From Certain Requirements:

1. A party may obtain relief from one (1) or more of the requirements of Sections 7-5-1(B)(4) and (5) if the City Council determines:
 - (a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and
 - (b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.

(c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.

(d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.

(e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

(f) The plight of the owner is due to unique circumstances.

2. Any party seeking such relief shall file a request in writing, setting forth the relief requested and the basis for the request. If practicable, the request should include a drawing or photograph of the proposed improvement. No particular form is required. If the applicant is a tenant, the owner of the property must consent to the request in writing.

3. The matter will be referred to the Municipal Services Committee for review and recommendation to the City Council.

4. Upon receipt of the request, City staff will notify all property owners within one hundred twenty five feet (125') of the property for which relief is sought, as measured property line to property line, of the date that the request will be considered by the Committee. The notification shall be either by personal delivery or first class mail and shall include a copy of the request.

5. Following receipt of the Committee's recommendation, the Council will then by motion either grant the request (with or without conditions) or deny the request. The decision of the Council is final.

6. A party who had an operational coop and perimeter fencing or vegetation screening around the entire rear yard as of October 5, 2020 is also eligible to seek relief from Section 7-5-1(B)(8). (Ord. 0-19-20, 10-5-2020; amd. Ord. O-21-20, 11-2-2020)

Jordan Yanke

From: Marguerite Morphey <margiemorph@yahoo.com>
Sent: Wednesday, July 21, 2021 3:16 PM
To: Jordan Yanke
Subject: Chicken ordinance

Dear Jordan,
This letter is Regarding,
Case # 2021HEN-01

Lorraine Samuelson & Family have NO objection to Josue Villa's, Existing Fence as is.

That property is
911 Hickory Lane.
Darien, IL

Our property is
910 Cherokee Drive
Darien, IL

We like the chickens!

Thank you.

Marguerite Morphey
269-369-6050
Emailing for
Lorraine Samuelson
630-969-6313

Jordan Yanke

From: Jay S. <avidwarjunky@gmail.com>
Sent: Sunday, July 25, 2021 6:16 PM
To: Jordan Yanke
Subject: Rezoning for 911 hickory ln

I am writing this as a resident of 913 Hickory Ln, Darien, IL 60561 to make sure my opinion is known regarding the chickens next door. They are in no way a nuisance, and I have no objection to the fencing remaining as is. I have recieved nothing but positive comments from guests I have over, and quite enjoy being able to watch them from my porch. I hope you will allow our shared property line to remain unchanged, thank you for your consideration.

Sincerely,
Jason Sturges

Jordan Yanke

From: Peggy Feller <pcarrfeller@gmail.com>
Sent: Monday, July 26, 2021 11:01 AM
To: Jordan Yanke; Joe Marchese; Tom Belczak
Subject: CASE #2021HEN-01

It is my understanding that the meeting for the above referenced case number has been cancelled.

This property is my neighbor to the immediate west of me. This neighbor has a fence around their property and I have a fence that is parallel to it and higher. I understand that they have requested that their fence remain at the height it currently is and I am writing to inform you that personally there isn't nor has there ever been any problem or issue with their fence.

They do have chickens and a meticulously maintained coop, yard and property in general. There has never been the slightest issue with this situation. They are considerate and upstanding people and wonderful neighbors.

Sincerely,

Peggy Feller
907 Hickory Ln, Darien, IL 60561

AGENDA MEMO
CITY COUNCIL
AUGUST 2, 2021

CASE

2021HEN-02

Relief request from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing Chicken Coop to remain at eleven (11) feet from the rear lot line instead of the required twenty (20) feet, and to allow a portion of an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance.

ISSUE STATEMENT

Motion to approve a petition requesting relief from City Code Sections 7-5-1(B)(5) & 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing Chicken Coop to remain at eleven (11) feet from the rear lot line instead of the required twenty (20) feet, and to allow a portion (rear yard) of an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance. Request is made pursuant to City Code Section 7-5-1(C) for property located at 7934 Farmingdale Drive that is zoned Single Family Residence District (R-2).

Applicable Regulations: City Code Section 7-5-1, Chicken Regulations

ATTACHMENTS

- A. [Application](#)
- B. [Justification Narrative](#)
- C. [Site Plan](#)
- D. [Site Photos](#)
- E. [City Code Title 7, Chapter 5, Section 1: Chicken Regulations](#)
- F. [Public Comment](#)

GENERAL INFORMATION

Petitioner/Owner:	Abdul Arain
Property Location:	7934 Farmingdale Drive
PIN Number:	09-34-208-013
Existing Zoning:	Single Family Residence District (R-2)
Existing Land Use:	Single Family Residential
Comprehensive Plan:	Low Density Residential (Existing & Future)
Surrounding Zoning & Uses	
North:	Single Family Residence District (R-2); Single Family Residential
East:	Single Family Residence District (R-2); Single Family Residential
South:	Single Family Residence District (R-2); Single Family Residential
West:	Single Family Residence District (R-2); Single Family Residential
Size of Property:	0.22 Acres
Floodplain:	According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site.

Natural Features: N/A

OVERVIEW/DISCUSSION

In 2020, the City of Darien adopted ordinances (O-19-20 & O-21-20) that regulate the raising/keeping of chickens. Per adoption of these ordinances, City Code Section 7-5-1 was created and has been included as an attachment to this memo. Pursuant to this code section, a party may obtain relief from one (1) or more of the requirements stipulated in the ordinance. Therefore, the owner (Abdul Arain) has filed this request asking for relief to allow an existing Chicken Coop to remain at eleven (11) feet from the rear lot line instead of the required twenty (20) feet, and to allow a portion (rear yard) of an existing perimeter fence to remain at a height of five (5) feet instead of the required six (6) feet by ordinance.

The criteria for approving this type of request is provided below. Note that the petitioner submitted a justification narrative for the request, in addition to an application, and site plan, which are all attached to this memorandum. Aerial site images are also included as an attachment.

Relief Request – Approval Criteria:

A party may obtain relief from one (1) or more of the requirements of City Code Sections 7-5-1(B)(4), 7-5-1(B)(5), and 7-5-1(B)(8) if the City Council determines:

- a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and*
- b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.*
- c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.*
- d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.*
- e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- f) The plight of the owner is due to unique circumstances.*

CITY CODE STANDARDS

The City's Chicken Ordinance (Section 7-5-1) has been attached for reference.

MSC MEETING – 07/26/2021 (CANCELLED)

Due to cancellation of the July 26, 2021 Municipal Services Committee (MSC) Meeting, the Committee did not discuss this item or hold a vote on the item prior to the City Council Meeting.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on the August 2, 2021 City Council agenda for formal consideration.



ZONING APPLICATION

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

CONTACT INFORMATION

ABDUL W ARAIN
Applicant's Name

ABDUL W ARAIN
Owner's Name

7934 Farmingdale Dr Darien IL 60561
Address, City, State, Zip Code

7934 Farmingdale Dr Darien IL 60561
Address, City, State, Zip Code

630-915-3614
Telephone

630-915-3614
Telephone

abdularain@gmail.com
Email

abdularain@gmail.com
Email

PROPERTY INFORMATION

7934 Farmingdale Dr, Darien IL 60561
Property address

09-34-208-013
PIN Number(s)

Zoning District

Residential
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

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

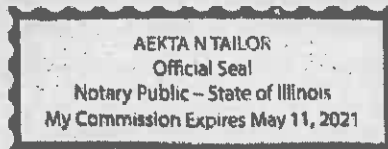
As an existing structure, seeking variances for distance to rear lot line and fence height. This has existed in harmony with my community for over 5 years.

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

Given under my hand and seal, this 1st day of April 2021.

[Signature]
Notary Public

For office use only	
Date received:	/ /
Case Number:	/ /
Fees Paid:	/ /
Hearing Date:	/ /



Dear City Council,

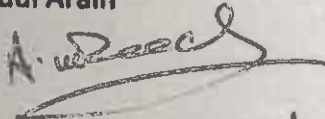
As a responsible owner, I am requesting a variance to the new ordinance regarding the setback from my rear lot-line and the 6 foot of fencing for the rear of my lot. I do have a 6-foot privacy fence at both sides of my lot. To the rear of my lot, I have about 11 feet to the fence and the fence is about five feet tall.

I have had a coop and five chickens since 2016. I checked with the City of Darien before building it to ensure it was a permitted use and was told I could have five chickens with no problems. For the construction of the coop, I followed the same recommendations for my shed, which was the guidance at the time I consulted with the City.

Alderspersons Kenny, Sullivan and Chlystek have seen my coop and met my chickens. My coop is situated under a very large and mature shade tree, in the perfect location for the health of my animals. I have a secure storage area attached to the coop and a covered run which enjoys the shade of this large tree. This tree also provides privacy across several backyards.

This coop has existed in harmony with my neighbors for many years and replacing the fence would be substantially difficult, including possibly having to remove the large tree that sits on the lot line, provides my pets with needed shade during the summer, and is a beautiful mature tree which provides privacy.

Sincerely,
Abdul Arain



4-1-2021



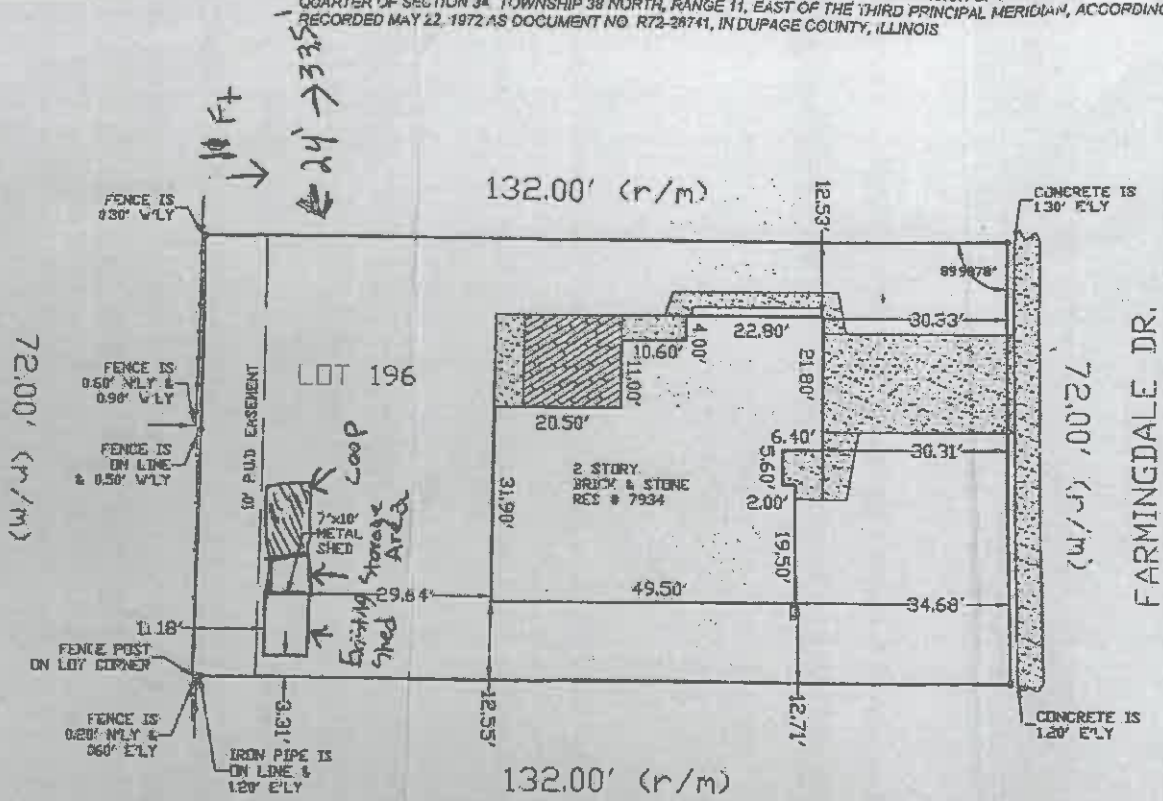
Associated Surveying Group, P.C.

Illinois Prof. Design Firm No. 184-003013
P.O. Box 810 Bolingbrook, IL 60440
TEL: 630-759-0205 FAX: 630-759-9291

PLAT OF SURVEY

Attachment C

LOT 196 IN GALLAGHER AND HENRY'S FARMINGDALE TERRACE UNIT NO. 3, A SUBDIVISION OF PART OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 34 TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 22, 1972 AS DOCUMENT NO. R72-28741, IN DUPAGE COUNTY, ILLINOIS



State of Illinois }
County of Will } SS
I, Michael G. Henry, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat herein drawn is a correct representation of said survey.

Dated, this 6th day of OCTOBER, A.D., 2005, at Bolingbrook, IL.

FIELDWORK DATE: SEPTEMBER 30, 2005

Michael G. Henry
Illinois Professional Land Surveyor No. 35-012950
License Expires: November 30, 2010

CLIENT: XLMVSN

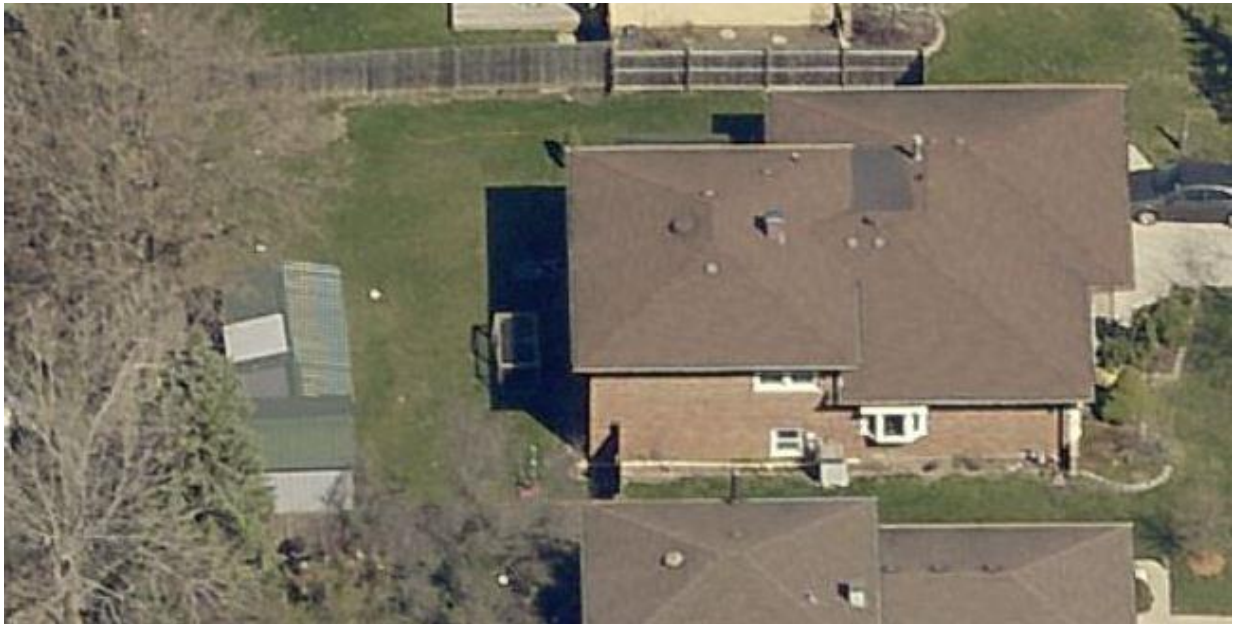
JOB NO.: 01230-05

- LEGEND**
- ASPHALT
 - CONCRETE
 - WOOD
 - BRICK
 - IRON PIPE
 - CROSS
 - REBAR/ROD
 - CHAIN LINK FENCE
 - WOOD FENCE
 - ALL OTHER FENCE TYPES

- ABBREVIATIONS:**
- A = FACE LENGTH
 - R = RADIUS
 - CH = CHORD LENGTH
 - DL = DEGREE VALUE
 - DM = DEGREE VALUE
 - P.U.D. = PUBLIC UTILITY & GRASSY EASEMENT
 - NLY = NORTHERLY
 - SLY = SOUTHERLY
 - Ely = EASTERLY
 - Wly = WESTERLY
 - TYP = TYPICAL

SCALE 1" = 20'





7-5-1: CHICKENS:

MEMO

(A) Definitions:

CHICKEN(S):	The common domestic fowl.
COOP:	A coop, building, pen or other enclosure, with or without an enclosed pen or hen yard, that is designed, constructed and maintained to confine fowl within the coop and to prevent access by predators and trespassers.
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 - (a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and
 - (b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.

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3. The matter will be referred to the Municipal Services Committee for review and recommendation to the City Council.

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5. Following receipt of the Committee's recommendation, the Council will then by motion either grant the request (with or without conditions) or deny the request. The decision of the Council is final.

6. A party who had an operational coop and perimeter fencing or vegetation screening around the entire rear yard as of October 5, 2020 is also eligible to seek relief from Section 7-5-1(B)(8). (Ord. 0-19-20, 10-5-2020; amd. Ord. O-21-20, 11-2-2020)



Jordan Yanke

From: ac@anthonycolonna.com
Sent: Saturday, July 24, 2021 3:00 PM
To: Jordan Yanke
Subject: City of Darien Meeting comments

Mr. & Mrs. Anthony & Mary Colonna
 7937 Glen Lane
 Darien, Il. 60561

Attn: Municipal Services Committee of the City of Darien

Dear Mr. Yanke,

Our names are Anthony & Mary Colonna and we are the back fence neighbors to Mr. Abdul Arain of 7934 Farmingdale Drive. We are writing to you today because we are unable to attend the public meeting on July 26th due to our vacation. That being, we would still like our voices to be heard regarding CASE#2021HEN-02

We have lived in our home since May of 1994, since well before Mr. Arain moved in. His Chicken Coop is closer to our property than anyone else's in Darien, and I must say he has been an exemplary neighbor in all the time he has been here. The chickens he keeps on his property are peaceful animals, and have never once disturbed us in all this time. The structure itself is under mature trees, and is well maintained. Trumpet vines that grow on the fence between us and Mr. Arain block most of the Coop from our site.

Basically, we really can't see, smell or hear them. Mr. Arain has always been a responsible neighbor in every way, most notably how he tends to the well being of his pets. If it's possible, I would like to see my neighbor retain what he has so carefully created and nurtured over these last few years. His actions have proven that he has earned & deserves this. If you have any questions, we can be reached at:
 630-887-8541

Sincerely,

Anthony & Mary Colonna

Jordan Yanke

From: lgrau@comcast.net
Sent: Monday, July 26, 2021 2:34 PM
To: Jordan Yanke
Subject: Darien Meeting RE 7934 Farmingdale

Good afternoon,

I left you a voicemail this afternoon regarding the meeting concerning the property at 7934 Farmingdale Drive in Darien. We aren't sure if the meeting is still on for today and/or rescheduled to another date. We would like to make sure you have our comments before making any decisions.

My husband, Pete, and I have lived at 7933 Glen Lane since 1997. Our backyards face each other. I don't remember exactly when Mr. Abdul Arain moved in. It was uneventful. We know he has chickens, and we love them. He has been a great neighbor to have. We see & hear him take care of his chickens all the time. He talks to them like his pets – with endearment.

We very rarely hear the chickens, and when we do, it's just like any other bird in a tree chirping. It is not a nuisance or disturbance. We really do love having Abdul, his family and his chickens for neighbors. We talk to him over the fence periodically, and we can see his entire yard. He takes care of his entire property, including his yard. It is always clean. We can't smell anything – even when we are up against the fence, right by the chicken coop.

I hope you will give him the chance to show you he is a great neighbor, and he has taken such care of his chickens. Please don't take them away from him.

I can be reached at 630-698-4843 (cell) anytime if you have any questions.

Thank you for your consideration.

Pete & Lisa Grau
7933 Glen Lane

AGENDA MEMO
City Council
August 2, 2021

ISSUE STATEMENT

A resolution authorizing the purchase and installation of one (1) new Cat End Loader Payload Bucket Monitor System from Altorfer Cat in an amount not to exceed \$6,213.65.

RESOLUTION**BACKGROUND/HISTORY**

The proposed payload bucket weight scale will be utilized on the existing Model No 926M Cat End Loader for various loading and unloading activities within the Street and Water Divisions. The equipment will provide operators the ability to ensure trucks are loaded efficiently within the maximum gross vehicle weight limits and also allow staff to keep track of salt usage being loaded onto trucks during a snow storm. This would also be useful for tracking materials such as dirt, stone, cold patch that are used on various jobs. Staff would be able to optimally load vendor trucks for excavation spoils.

The proposed expenditure would be expended from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY21-22 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	Capital Purchases Equipment-End Loader Bucket Monitor	\$ 3,250.00	\$ 3,106.83	\$ 143.17
02-50-4815	Capital Purchases Equipment-End Loader Bucket Monitor	\$ 3,250.00	\$ 3,106.82	\$ 143.18

STAFF RECOMMENDATION

Staff recommends approval of the resolution authorizing the purchase and installation of one new Cat End Loader Payload Bucket Monitor System from Altorfer Cat in an amount not to exceed \$6,213.65.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

The July 26, 2021 Municipal Services Committee meeting was cancelled due to lack of a quorum and is being forwarded to the August 2, 2021 City Council meeting under New Business for formal consideration.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A PROPOSAL FROM PATTEN CAT FOR PURCHASE AND INSTALLATION OF ONE (1) NEW CAT END LOADER PAYLOAD BUCKET MONITOR SYSTEM FROM ALTORFER CAT IN AN AMOUNT NOT TO EXCEED \$6,213.65

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 proposal from Patten Cat for purchase and installation of one (1) new Cat End Loader Payload Bucket Monitor System from Altorfer Cat in an amount not to exceed \$6,213.65, 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 2nd day of August, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of August, 2021.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ALTORFER



Proposal No: 33227 - 1

CITY OF DARIEN/PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN 60561

CUSTOMER NO.	CONTACT	PHONE NO.	PO NO.	WO NO
1057901				
QUOTE NO.	OPP NO.	DATE	EMAIL	
33227		4/9/2021		
MAKE	MODEL	SERIAL NO.	UNIT NO.	hours
AA	926M	0LTE01912		
NOTES				
THIS QUOTE DOES NOT QUALIFY FOR GOVERNEMENTAL DISCOUNTS.				

SEGMENT: 01 CLEAN MACHINE
NOTES:

Parts

Qty	Part Number	Description	Unit Price	Ext Price
			Total Parts:	0.00

Labor

Charge Code	Description	Hours	Unit Price	Ext Price
ADM-1*-**-**	SHOP LABOR	1.2	170.95	205.14
STM-1*-**-**	STEAM CLEAN LBR	1	112.00	112.00
			Total Labor:	317.14

Misc

Charge Code	Description	Qty	Unit Price	Ext Price
HAZ-1*-**-**	EPA & ENVIRO CHG	1	57.30	57.30
			Total Misc:	57.30

Segment 01 Total: 374.44

SEGMENT: 02 INSTALL PAYLOAD MONITOR SYSTEM
NOTES:
INSTALL OF SENSOR, MONITOR, AND SOFTWARE.

Parts

Qty	Part Number	Description	Unit Price	Ext Price
1	3491178	SENSOR GP-PR	340.97	340.97
1	3491178	SENSOR GP-PR	340.97	340.97
2	3J1907	SEAL	1.06	2.12
1	4633794	MONTR KT#S Y	1,997.22	1,997.22
1	4926474	HARNESS AS	99.97	99.97
1	7K1181	TIE	0.37	0.37
			Total Parts:	2,781.62

Labor

Charge Code	Description	Hours	Unit Price	Ext Price
-------------	-------------	-------	------------	-----------

SHP-1*-**-**	SHOP LABOR	12	170.95	2,051.40
			Total Labor:	2,051.40

Misc

Charge Code	Description	Qty	Unit Price	Ext Price
#OP-1*-**-**	MISC PARTS	1	150.00	150.00
			Total Misc:	150.00

Segment 02 Total: 4,983.02

SEGMENT: 03 **INSTALL PRODUCT LINK PLE641**
NOTES:

Parts

Qty	Part Number	Description	Unit Price	Ext Price
1	4674163	INSTL GP-FIE	514.29	514.29
			Total Parts:	514.29

Labor

Charge Code	Description	Hours	Unit Price	Ext Price
SHP-1*-**-**	SHOP LABOR	2	170.95	341.90
			Total Labor:	341.90

Misc

Charge Code	Description	Qty	Unit Price	Ext Price
			Total Misc:	0.00

Segment 03 Total: 856.19

Total Segments: 6,213.65

TOTAL ESTIMATE(BEFORE TAXES) 6,213.65

- This estimate will expire 30 days from the estimate date.
- Please ask about Cat Financial Payment options.
- Customer is responsible for all applicable taxes.
- Based on Monday-Friday regular time labor rates.
- If parts needed on emergency order basis, extra fees and expedited shipping cost may apply.
- Any additional repairs found during the above work will be quoted at that time.
- This estimate may include Remanufactured or Exchange components as noted.
- The core charges and credits associated with these parts will be determined by using CATERPILLAR's Core Acceptance Guidelines.
- Some core charges may qualify for full, partial or zero credit.

ESTIMATED REPAIR TIME: _____ *from start date*
"The Signature is an authorization to proceed with the required repair work as described within the quote".

Issued PO# _____, **Authorized Name** _____ **Please Print.**

Date ____/____/____ **Signature** _____

Any Questions? Please Call Sam Will at +18476492160.

AGENDA MEMO
City Council
August 2, 2021

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to accept a proposal from Suburban Laboratories, Inc. for the 2021/22 Bacteriological and Chemical/Radiological/LT2 Water Sampling Program in an amount not to exceed \$5,846.80

RESOLUTION**BACKGROUND/HISTORY**

The Illinois Environmental Protection Agency has recently submitted to the City of Darien the 2021 Community Water Supply testing and schedule. As background information, in 2007 the United States Environmental Protection Agency had passed on to all community water supplies a mandate requiring us to perform specified analytical water sampling.

The Stage 2 Disinfectants and Disinfection Byproducts Rule (Stage 2 DBPR) is intended to reduce potential cancer and reproductive and developmental health risks from disinfection byproducts in drinking water, which form when disinfectants are used to control microbial pathogen. The final rule strengthens public health protection for customers of systems that deliver disinfected water by requiring such systems to meet the maximum contaminant levels as an average at each monitoring location. The mandate continues to reduce DBP exposure and related potential health risks and provide more equitable public health protection. The rule also continues to evaluate early warning potential of Maximum Contaminant Levels (MCL), and allows the City's system to take proactive steps to remain in compliance.

Below please find a summary of the competitive quotes for this year's Coliform and Chemical/Radiological/LT2 Water Sampling Program:

TESTING FACILITY	PRICING SCHEDULE
Suburban Laboratories	\$5,146.80
PDC Laboratories, Inc	\$9,090.00
IEPA State Program	\$8,364.48

A contingency in the amount of \$700 is included within the Bacteriological Sampling line item for repeat sampling or resident sample requests.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 21/22 BUDGET	PROPOSED EXPENDITURE	BUDGET BALANCE
02-50-4241	EPA-Stage 2-Reduced Lead & Copper/Radiological	\$5,500.00	\$3,214.80	\$2,285.20
02-50-4241	Bacteriological Sampling	\$3,800.00	\$1,932.00	*SEE NOTE BELOW
02-50-4241	Contingency-Bacteriological Sampling	N/A	\$700.00	\$1,168.00
02-50-4241	Total	\$9,300.00	\$5,846.80	\$3,453.20

Water Sampling Program

August 2, 2021

Page 2

STAFF RECOMMENDATION

Staff recommends approval of a resolution authorizing the Mayor to accept a proposal from Suburban Laboratories, Inc. for the 2021/22 Bacteriological and Chemical/Radiological/LT2 Water Sampling Program in an amount not to exceed \$5,846.80.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

The July 26, 2021 Municipal Services Committee meeting was cancelled due to lack of a quorum and is being forwarded to the August 2, 2021 City Council meeting under New Business for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM
SUBURBAN LABORATORIES, INC. FOR THE 2021/22 BACTERIOLOGICAL AND
CHEMICAL/RADIOLOGICAL/LT2 WATER SAMPLING PROGRAM IN AN
AMOUNT NOT TO EXCEED \$5,846.80**

**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 proposal from Suburban Laboratories, Inc. for the 2021/2022 Bacteriological and Chemical/Radiological/LT2 Water Sampling Program in an amount not to exceed \$5,846.80, 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 2nd day of August 2021.**

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 2nd day of August, 2021.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BAN LABORATORIES, Inc.

1950 S. Batavia Ave., Suite 150 Geneva, Illinois 60134
Tel. (708) 544-3260 • Toll Free (800) 783-LABS
Fax (708) 544-8587
www.suburbanlabs.com



5/26/2021

KRISTOFER THROM
DARIEN
1041 SOUTH FRONTAGE RD
DARIEN, IL 60561

Facility ID: IL0430270
Phone: 630-887-0008

Thank you for the opportunity to submit an estimated budget for annual drinking water testing. Suburban Laboratories, established in 1936, has been providing drinking water testing services to communities in Illinois for over 35 years. We are the largest private drinking water lab in northern Illinois and we are dedicated to ensuring your community's compliance with drinking water regulations. The following estimated budget includes testing requirements downloaded from the IEPA's on-line monitoring schedule as of today.

Suburban Laboratories Services

- Automatic bottle shipping (just fill the bottles and return to the lab)
- Dedicated project management staff with over 30 years of experience
- Courier service available throughout Illinois
- Results electronically reported to IEPA
- Internal monthly Precompliance Review
- Sample scheduling system integrated with on-line monitoring schedules
- Expert compliance and regulatory liaison with the IEPA Compliance Assurance Section
- Laboratory open 365 days a year
- No annual prepayment (pay as you go)

Suburban Laboratories stands ready to assist you and we will be happy to come out to your community to demonstrate our powerful compliance system. Thank you for considering Suburban Laboratories as your partner in compliance.

Patrick Rodriguez
Drinking Water Project Manager
pat@suburbanlabs.com

Dan Galeher
Vice President of Sales
dan@suburbanlabs.com

Patrick Liberg
Drinking Water Project Manager
PatL@suburbanlabs.com



Estimated Budget for Testing Requirements Between 6/1/2021 through 5/31/2021

System/PWSID: DARIEN IL0430270

Population: 23,615

Program/Contaminant	Annual Samples	Price	Annual Cost
STAGE2 DBPR SUPART V	16	\$120.75	\$1,932.00
Total Estimated Non Coliform Cost			\$1,932.00
Total Coliforms (Distribution and Wells)	300	\$8.93	\$2,679.00

Handwritten: 300, 324.80, \$5146.80

1. Pickup service available
2. Samples can be collected at any time according to the water system's monitoring plan and their convenience.
3. All unit prices are good until June 30th, 2021.

1. Actual costs will depend upon the amount of testing performed and may vary due IEPA changes to the monitoring schedule, as well as current market conditions at the time the testing cycle begins.
2. Coliform samples requiring membrane filtration (new construction) analysis add \$2.00 to routine coliform price.
3. Holiday and Weekend charges may apply for emergency service.
4. Some tests may be subcontracted to another IL certified laboratory.
5. These prices include all the associated costs of managing the System's drinking water testing schedule, preparing preprinted COCs and bottle labels, electronic filing of all compliance data with IEPA, and other client associated costs, i.e., sample disposal and energy surcharge.

All pricing is subject to Suburban Laboratories' Terms and Conditions. Prices effective 6/1/2021 through 5/31/2021.



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 Fax (708) 544-8587
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Cost Proposal for Testing Between 6/1/2021 through 5/31/2021

System/PWSID: DARIEN IL0430270

Population: 23,615

Page 1 of 1

Annual
Samples Price

5/26/2021

Annual Cost

Program/Contaminant

Sample Site	Nxt Coll DT	Program/Contaminant	Annual Samples	Price	Annual Cost
COLIFORM					
Freq/CollectDt: MN	1/1/2021	COLIFORM, TOTAL	360 300	\$8.93	3214.80 \$2,679.00
DISTRIBUTION					
Freq/CollectDt: QT	1/13/2021	STAGE2 DBPR SUPART V	16	\$120.75	\$1,932.00
Monthly IEPA "Compliance Comfort" Management			12	\$0.00	\$0.00

5,146.80

All tests listed are based on IEPA Supplied Compliance Monitoring Schedule downloaded on 12/2/2020.

SUBURBAN LABORATORIES, Inc.



DARIEN IL0430270

1950 S. Batavia Ave., Suite 150 Geneva, Illinois 60134
 Tel. (708) 544-3260 • Toll Free (800) 783-LABS
 Fax (708) 544-8587
 www.suburbanlabs.com

DRINKING WATER TESTING AGREEMENT

1. Testing Requirements: SLI will use monitoring schedules found on the Illinois EPA's Drinking Water Watch website to determine when you must collect samples and report results. Prior to or at the beginning of the monitoring period, SLI will send sampling containers to the "Bottle Recipient" specified below. If you are notified by the regulatory agency that the testing requirements have changed, you must forward a copy of the notification to SLI immediately.

2. Compliance Assurance: SLI will determine your compliance with monitoring schedules on a monthly basis. If SLI has not received samples by the end of the monitoring period, SLI will notify you before the end of the monitoring period. If any testing results are over the maximum contaminant level (MCL), SLI will re-check the results to ensure accuracy. SLI will notify you of any exceedances prior to submitting results to the regulatory agency.

3. Re-samples: A re-sample may be required whenever there is an MCL exceedance, quality control failure or other problem with the sample. If a re-sample is required SLI will contact you by email or telephone. SLI will also notify the regulatory agency if applicable.

4. Reporting Results: SLI will furnish one copy of each final report to the "Report Recipient" specified below via electronic mail. SLI will also report all drinking water results to the applicable regulatory agency.

5. Invoicing: SLI will send an invoice to the "Invoice Recipient" specified below on a monthly basis via electronic mail. You are responsible for paying for all samples, re-samples and other services including courier service and monthly management fees if applicable. If monthly services are less than \$50.00, the entire annual amount for the monthly service will be included on the first invoice.

6. Method of Payment: You agree to pay for services as stated in the price quotation or according to our then current fee schedule if there is no other written agreement as to price. You also agree to pay invoices within 30 days of receipt of invoice and agree to pay interest on unpaid balances beginning 31 days after receipt of invoice at the rate of 1.5% per month.

7. Subcontracting: SLI reserves the right to subcontract any portion of the services with prior notification.

8. Force Majeure: SLI will have no liability for nonperformance caused in whole or in part by causes beyond our reasonable control. Such causes include, but are not limited to, Acts of God or a public enemy, civil unrest, war, labor unrest/strikes, unusually severe weather, power and equipment failures, analytical method limitations, matrix interferences, acts of authorities, and failures of subcontractors or vendors that could not be reasonably anticipated.

9. Standard of Care: The service shall be conducted with the level of care and skill ordinarily exercised by a similar environmental laboratory in the same locale acting under similar circumstances and conditions. SLI makes no other representation, guarantee, or warranty, expressed or implied, in fact or by law, whether of merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by us to you.

10. Termination. This Agreement may be terminated by either party for convenience without cause with a sixty (60) calendar days written notice.

Proposal Date: 5/26/2021

System and FacilityID: DARIEN IL0430270

Prepared For: KRISTOFER THROM

	Bottle Recipient	Report Recipient	Invoice Recipient
Name			
Address			
Phone			
Fax			
Email			

Acceptance and Approval:

 Signature of Authorized Representative

 Print Name & Title

 Date



AGENDA MEMO
City Council
August 2, 2021

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the lawn conversion to Native Plantings at the southeast quadrant of 74th Street and Elm Street in an amount not to exceed \$8,000.

RESOLUTION

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 proposed project will create a quadrant within the Elm and 74th Street basin with plantings that will allow storm water to be filtered through the plantings and soils prior to flowing downstream.

The funds on file may only be used for water quality projects such as the proposed. The City has a period of 10 years to utilize the funds on file and are approaching the shelf life. Please recall, the proposed project was targeted for the Nantucket Basin and due to resident opposition was relocated to the proposed site.

The native planting area will take approximately three years to be fully flourishing. Ongoing maintenance such as burns, over seeding and evasive species monitoring and removal will be required. The estimated annual cost for the maintenance is estimated at \$1,000. Staff will include the maintenance for the 2022 budget. The proposal from CBBEL includes a three year monitoring program.

The Staff has reviewed opportunities to enhance the area by converting the area into a natural planting area. Below are stewardship points that promote and support storm water management.

- The project is good for the environment and visual appeal
- The rain garden could be used as an educational tool for local schools
- Adding native plants and flowers will beautify the area and will attract butterflies and native birds (plantings will also include Milkweed plants which promotes the Monarch butterfly)
- Native plants help to improve air quality and drainage

Some specific details about the project:

- Soil/Saturation evaluations would be reviewed to determine the optimal species for the basin
- Pending opportunities, walking pathway(s) may be included
- The parkway, buffer zone, would be maintained as a mowed grass area

As additional information attached and labeled as [Attachment A](#) regarding Native Planting Areas

The proposal from CBBEL includes the following:

Task 1 – Field Reconnaissance: CBBEL staff will visit the properties to assess the sites for planting types and locations.

Task 2 – Plan and Specifications: CBBEL staff will prepare a plan view drawing highlighting the planting areas, seed mixes and planting requirements. The plan and specifications will also contain short-term (3-year) contractor required maintenance and monitoring, and contain a recommended long-term maintenance and monitoring plan for the City of Darien (City) to follow.

Task 3 – Bid Documents: CBBEL will prepare a bid package for the City to include with their typical contract documents. CBBEL will provide a list of qualified contractors to the City for their use transmitting the request for proposals. CBBEL will help the City review received proposals, and make a recommendation as to which contractor we recommend selecting.

Task 4 – Project Oversight: CBBEL staff will visit the site periodically during installation, and over the 3-year maintenance and monitoring period to observe site conditions, note existing conditions, and make recommendations regarding action items to be completed to ensure the site is successfully converted to native vegetation. Following each visit, CBBEL will prepare a brief memorandum that will be provided to the City.

FEE ESTIMATE

Tasks 1-3	\$ 5,000
Task 4	<u>\$ 3,000</u>
Total Cost	\$ 8,000

The funding for the project is inclusive of the FY21-22 Budget.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY21-22 BUDGET	PROPOSED EXPENDITURE	BALANCE FOR PLANTING
07-85-4379	STORM WATER FEE IN LIEU OF CBMP	\$73,000	\$ 8,000	\$65,000

STAFF RECOMMENDATION

Staff recommends approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the lawn conversion to Native Plantings at the south east quadrant of 74th Street and Elm Street in an amount not to exceed \$8,000.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

The July 26, 2021 Municipal Services Committee meeting was cancelled due to lack of a quorum and is being forwarded to the August 2, 2021 City Council meeting under New Business for formal consideration.



Native Plants

Warm Season Grasses, Flowers and Legumes

Warm Season Grasses



Big Bluestem
(*Andropogon gerardii*)

Spreads by short rhizomes
Somewhat bunchy
Grows 6 to 9 feet tall

Identification Tips:

Sheath: Round to somewhat flattened, open, often purplish at the base, usually hairy

Blade: Rolled in the bud shoot, silky hairs widely dispersed on the upper leaf surface

Ligule: Small membranous



Little Bluestem
(*Schizachyrium scoparium*)

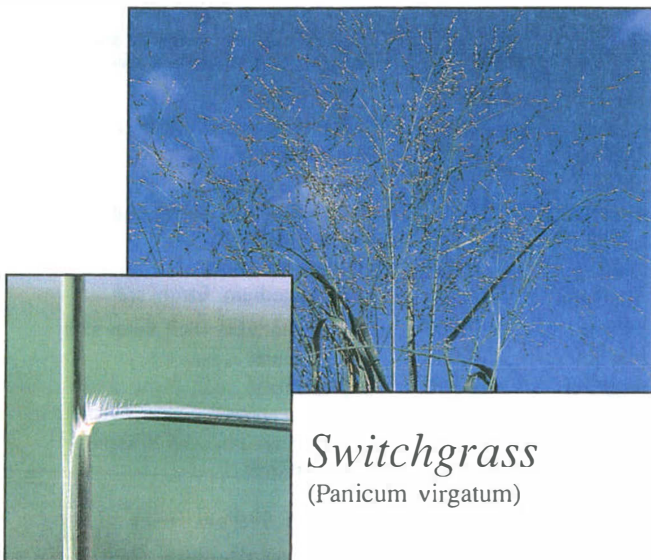
Strong bunch grass
Grows 2 to 4 feet tall

Identification Tips:

Sheath: Flattened, open, often purplish at the base

Blade: Folded in the bud shoot, folded along the midrib, narrow

Ligule: Small membranous



Switchgrass
(*Panicum virgatum*)

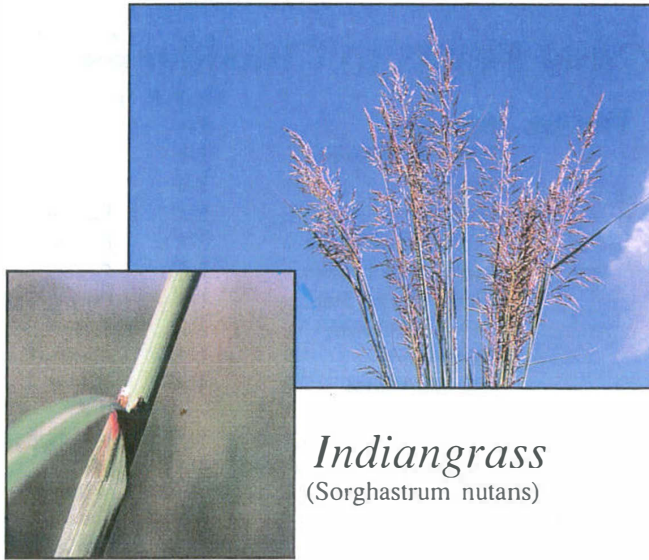
Sod forming, 3 to 6 feet tall

Identification Tips:

Sheath: Round, open, white to purplish tinged below

Blade: Rolled in the bud shoot, flat up to 1/2-inch wide

Ligule: Fringe of hairs with a dense mat of hairs extending onto the upper leaf surface



Indiangrass
(*Sorghastrum nutans*)

Spreads by short rhizomes, somewhat bunchy, 3 to 6 feet tall

Identification Tips:

Sheath: Round, open, may be hairy at the base

Blade: Rolled in the bud shoot, flat, narrowed at base

Ligule: Prominent, membranous, clawlike -- often referred to as a rifle sight

Prairie Flowers



Black-eyed Susan
(*Rudbeckia hirta*)

2-5' tall, blooms July-Sept., prefers dry sites, 100,000 seeds/oz.

Legumes



White Wild Indigo
(*Baptisia lactea*)

2-3' tall, blooms May - June, medium to moist sites, 1585 seeds/oz.



Yellow Coneflower (Ratibida pinnata) 2-5' tall, blooms July-Sept., dry to moist sites, 27,000 seeds/oz



Canada Tick Trefoil (Desmodium canadense) 1-5' tall, blooms July-August, moist sites, 4,500 seeds/oz

Other Plants to Consider

Check state plant reference manuals for species occurrence and status.

		Ht. in ft.	Flower Color	Flower Date	Seeds/Oz.	Preferred Site
Flowers	Bergamot	2-4'	Purple/Pink	Jul/Sept	78,000	Medium to moist, deep silts
	Butterfly Milkweed	2-3'	Orange	Jun/Aug	3,500	Dry to medium
	Cupplant	3-6'	Yellow	Jul/Sept	1,400	Medium to moist
	Leadplant	2-3'	Purple	Jun/Jul	17,000	Dry to medium, Sandy soil
	Purple Coneflower	2-4'	Purple	Jun/Jul	4,500	Dry to medium
	Rattlesnake Master	2-6'	Green	Jun/Aug	8,000	Medium to moist
	Rough Blazing Star	1-4'	Purple/Pink	Aug/Sept	13,000	Dry to medium, Sandy soil
	Showy Sunflower	3-7'	Yellow	Jul/Aug	4,500	Dry to medium, Rich deep silts
	Spiderwort	1-2'	Purple/Blue	May/Jul	8,000	Dry to moist
	Stiff Goldenrod	3-4'	Yellow	Aug/Oct	45,000	Dry to moist
Legumes	Purple Prairie Clover	1-2'	Purple/Red	Jul/Aug	20,000	Dry to medium, well drained
	Roundheaded bush clover	2-4'	White	Aug/Sept	10,000	Dry to moist
Grasses	Side-oats grama	1-3'	—	Jul/Aug	—	Dry sites, Shallow, rocky

In cooperation with NRCS Plant Materials Program. Photos courtesy USDA-NRCS Iowa, Wisconsin and Wisconsin DNR

USDA-NRCS is an equal opportunity employer, provider, and lender. NRCS: Helping People Help the Land.



United States Department of Agriculture

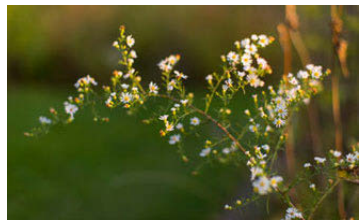
Natural Resources Conservation Service



www.il.nrcs.usda.gov
#NRCSIllinois 2021



Landscaping with Native Plants



With growing awareness of the impact of climate change, many gardeners are reconsidering the important roles that native plants can play in home landscapes. But just because a plant has been growing somewhere for as long as anyone can remember doesn't mean it's a native plant!

Going Native



Native plants are those found in a specific region that began growing there naturally, without being introduced either directly or indirectly by nonnative settlers. These regions can be small as a locality, or as large as several states. But the closer they naturally grew to where you live, the more adapted they are to conditions in your landscapes.

When choosing ornamental plants, it's easy to forget how important native plants are. Native plants are essential to the web of life that includes birds and other wildlife, beneficial insects, and important microorganisms living in native soils. These natural communities evolved together, over a long period of time, into what are often called ecosystems. Ecosystems provide each member of the community with habitat in which live, and food or nutrients on which to survive.

Invasive species, often nonnative plants that are not a natural part of the community, can severely disrupt and overwhelm an ecosystem's delicate balance of life. Without natural checks and balances, they often grow so rampantly that they choke out native plants. The unfortunate result is less biodiversity, and an ecosystem that needs to be restored.

Urban development also has a negative effect on ecosystems, causing native habitats to become fragmented, and making it harder for birds to migrate, bees to pollinate, and for wildlife to survive. Forward-thinking leaders are looking for ways to knit these fragments into life-sustaining corridors.

The Many Benefits of Native Plants



All of these changes in the environment have many home gardeners reconsidering the benefits of landscaping with native plants. Plants native to the Midwest have adapted to the harshest winters, tolerate droughts, and flourish in local soils. Once established, they usually need less supplemental water and fertilizer, if any at all.

Since they are accustomed to our challenging conditions, native plants often experience less vigor-zapping stress than nonnative plants, which usually means fewer pest and disease problems. This often results in less time and money spent maintaining them, and fewer garden chemicals added to the environment.

And because many native plants are deep-rooted—it's the way they survive drought—they are able to store more carbon from the atmosphere than short-lived plants. As part of photosynthesis, all plants absorb and store carbon. But long-lived and deep-rooted native plants are able to store more for longer periods of time, giving homeowners an easy but important way to help mitigate the effects of global warming.

Know Which Natives Go Where



But native plants won't be happy growing just anywhere. Some are accustomed to the dappled sunlight of woodlands, others to the sun-drenched prairies. Many play special roles in wetlands. Each of these habitats offers different soil and moisture conditions. When using native plants in your garden, the best results occur when plants are matched to the sun and soil conditions it has (or had) in a native home.

Including native plants in home landscapes replaces what's been lost to development and encourages plant diversity, helping to revitalize and restore our complex natural world. They also provide an important sense of place, providing a living connection to our past, and a hopeful way to grow a greener future, one plant at a time.

Plant Information (/plantinfo)

[Plant Information Service \(/plantinfoservice\)](/plantinfoservice)

[Plant Finder \(/plantcollections/plantfinder\)](/plantcollections/plantfinder)

[Gardening Tips and Techniques \(/plantinfo/gardening_tips_and_techniques\)](/plantinfo/gardening_tips_and_techniques)

[Monthly Gardening Checklists \(/plantinfo/checklist\)](/plantinfo/checklist)

[Frequently Asked Plant Questions \(/plantinfo/faq\)](/plantinfo/faq)

[Smart Gardener \(/plantinfo/smart_gardener_0\)](/plantinfo/smart_gardener_0)

[Plant Profiles \(/plantinfo/pp/\)](/plantinfo/pp/)

[Pests and Problems \(/plantinfo/pests_and_problems\)](/plantinfo/pests_and_problems)

[Bloom Chart \(/plantinfo/bloom_chart\)](/plantinfo/bloom_chart)

[Tomato Talk \(/tomatotalk\)](/tomatotalk)

[Plant Trials Articles \(/plantinfo/plant_trials_articles\)](/plantinfo/plant_trials_articles)

[Fact Sheets \(/plantinfo/factsheets\)](/plantinfo/factsheets)

[Urban Forest Adaptive Planting \(/plantinfo/tree_alternatives\)](/plantinfo/tree_alternatives)

[Importance of Fungi \(/fungi\)](/fungi)

Visit (/visit)

1000 Lake Cook Road

Glencoe, IL 60022

[Directions \(/visit/directions\)](/visit/directions)

[Garden Map](/visit/map)

[\(/visit/map\)Smartphone App \(https://www.chicagobotanic.org/app\)](https://www.chicagobotanic.org/app)

Admission is free.

[Parking rates \(/visit\)](/visit) apply.

Connect

Customer Service: (847) 835-6801

Main: (847) 835-5440

Member: (847) 835-8215

[E-newsletter Updates \(/email_app\)](/email_app)

[Garden Blog \(/blog\)](/blog)

[Press Room](/press_room)

[\(/pr\)Credits \(/credits\)](/credits)

[Privacy Policy \(/privacy\)](/privacy)

Daily Hours (/visit/hours)

Today, July 21, 2021

8 a.m. – 8 p.m.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PROFESSIONAL DESIGN SERVICES RELATED TO THE LAWN CONVERSION TO NATIVE PLANTINGS AT THE SOUTH EAST QUADRANT OF 74TH STREET AND ELM STREET IN AN AMOUNT NOT TO EXCEED \$8,000

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 authorize the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. for the professional design services related to the lawn conversion to Native Plantings at the south east quadrant of 74th Street and Elm Street in an amount not to exceed \$8,000, 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 2nd day of August, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of August, 2021.

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

June 16, 2021

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

Subject: Professional Services Proposal to Prepare Plans, Specifications and Bid Documents to Convert the Eleanor Place and 74th Street Properties to Native Vegetation, Darien, DuPage County, IL

Dear Mr. Gombac:

As requested, Christopher B. Burke Engineering, Ltd. (CBBEL) proposes to prepare plans, specifications, and bid documents to convert the lawns on the vacant properties located south of Elm Street and south of 74th Street and east of Eleanor Street, to native vegetation. Included in this proposal are our Scope of Services and Fee Estimate.

SCOPE OF SERVICES

The following services are proposed. We can complete Tasks 1 through 3 in approximately 15 business days from notice to proceed.

Task 1 – Field Reconnaissance: CBBEL staff will visit the properties to assess the sites for planting types and locations. We assume that there will be at least a mower's width (6 feet) of lawn retained around the combined property perimeter to allow for native vegetation edge control and for maintenance purposes, i.e. sidewalk and neighbors. We will evaluate the properties for other issues which would affect the plantings and incorporate identified issues into the plans and specifications.

Task 2 – Plan and Specifications: CBBEL staff will prepare a plan view drawing highlighting the planting areas, seed mixes and planting requirements. No grading is proposed for this project. The plan and specifications will also contain short-term (3-year) contractor required maintenance and monitoring, and contain a recommended long-term maintenance and monitoring plan for the City of Darien (City) to follow.

Task 3 – Bid Documents: CBBEL will prepare a bid package for the City to include with their typical contract documents. CBBEL will provide a list of qualified contractors to the City for their use transmitting the request for proposals. CBBEL will help the

City review received proposals, and make a recommendation as to which contractor we recommend selecting.

Task 4 – Project Oversight: CBEL staff will visit the site periodically during installation, and over the 3-year maintenance and monitoring period to observe site conditions, note existing conditions, and make recommendations regarding action items to be completed to ensure the site is successfully converted to native vegetation. Following each visit, CBEL will prepare a brief memorandum that will be provided to the City.

FEE ESTIMATE

We estimate the costs of the services to be the following:

Tasks 1-3	\$ 5,000
Task 4	\$ 3,000

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 review and application fees, mileage, blueprints, photocopying, printing, mailing, overnight delivery, and messenger services are not included in the Fee Estimate. Please note that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed on a time and materials basis at the attached hourly rates.

Please sign and return one copy of this agreement indication of acceptance and notice to proceed. Please feel free to contact me if you have any questions.

Sincerely,



Michael E. Kerr, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
APRIL, 2020

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	251
Engineer V	208
Engineer IV	170
Engineer III	152
Engineer I/II	121
Survey V	229
Survey IV	196
Survey III	172
Survey II	126
Survey I	100
Engineering Technician V	198
Engineering Technician IV	161
Engineering Technician III	146
Engineering Technician I/II	68
CAD Manager	177
Assistant CAD Manager	153
CAD II	135
GIS Specialist III	148
GIS Specialist I/II	94
Landscape Architect	170
Landscape Designer I/II	94
Environmental Resource Specialist V	216
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	139
Environmental Resource Specialist I/II	94
Environmental Resource Technician	114
Administrative	104
Engineering Intern	63
Information Technician III	130
Information Technician I/II	116

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2020.

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

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

AGENDA MEMO
City Council Meeting
August 2, 2021

ISSUE STATEMENT

A motion authorizing City Staff to proceed with securing materials, installation and restoration for the Sanitary Sewer Project for the Municipal Services Facility located at 1041 South Frontage Road in an amount not to exceed \$35,671.76.

AND

Authorizing a [resolution](#) to purchase sanitary sewer related items from Norwalk Tank Company in an amount not to exceed \$9,306.21.

AND

Authorizing a [resolution](#) to purchase sanitary sewer iron frames and lids from EJ USA, Inc. in an amount not to exceed \$2,735.30.

BACKGROUND

The existing Public Works Facility located at 1041 South Frontage Road is currently served with a fifteen hundred gallon septic system. The septic system is failing and requires to be pumped out more frequently than in previous years. The average cost to pump the tank is \$325 at two to three week intervals. During the development of the Sterling Bay facility, infrastructure for a sanitary main was installed up to the public works property line. Further as part of the development agreement, Sterling Bay was to provide engineering plans for a sanitary service that would be tied into the main. The plans were submitted to the DuPage County Sanitary District and a permit was issued on September 18, 2020, attached as [Attachment A](#).

The Public Works Department will be securing the required materials, installing the sanitary service and completing the restoration. While many of the materials required for the project have been approved by the City Council (see [Attachment B](#)) for the FY21-22 Budget, there are additional items that are required for a sanitary service, therefore additional material quotes were necessary.

Staff had requested quotes for the additional materials and received the following four quotes, see quote tally attached as [Attachment C](#).

The lowest competitive quote for iron structures was Norwalk Tank Company.

The lowest competitive quote for frame covers and chimneys was EJ USA, Inc.

The funding for the project is inclusive of the FY21-22 Budget.

Sanitary Sewer Project Municipal Services Facility

August 2, 2021

Page 2

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY21-22 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4223	MAINTENANCE BUILDING Sanitary Sewer Install Public Works Facility Norwalk Tank Company	\$ 40,000.00	\$ 9,306.21	\$ 30,693.79
01-30-4223	Sanitary Sewer Install Public Works Facility East Jordan Iron Works		\$ 2,735.30	\$ 27,985.49
01-30-4223	Additional items City Council approved		\$ 23,630.25	\$ 4,328.24

STAFF RECOMMENDATION

A motion authorizing City Staff to proceed with securing materials, installation and restoration for the Sanitary Sewer Project for the Municipal Services Facility located at 1041 South Frontage Road in an amount not to exceed \$35,371.76.

AND

Authorizing a resolution to purchase sanitary sewer related items from Norwalk Tank Company in an amount not to exceed \$9,306.21.*

AND

Authorizing a resolution to purchase sanitary sewer iron frames and lids from EJ USA, Inc. in an amount not to exceed \$2,735.30.*

Please note, due to timing this item was not reviewed by the Municipal Services Committee.

*Inclusive of the \$35,371.76 above.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the August 2, 2021 City Council, New Business agenda for formal consideration formal approval.

MEMO

**DUPAGE COUNTY
DEPARTMENT OF PUBLIC WORKS
SERVICE CONNECTION PERMIT**

DCDPW PERMIT #	<u>S29496</u>		
TYPE OF SERVICE	<u>Sewer</u>	Building	<u>Commercial</u>
SYSTEM	<u>Sewer</u>	Water	<u>SERWF</u>
	<u>Region 9 East</u>		
			SM <input checked="" type="checkbox"/>
PROJECT LOCATION			
Subdivision	<u>Great Dane Resub</u>	Lot	<u>1</u>
Address	<u>1041 S Frontage RD</u>	City	<u>Darien</u>
Permanent Parcel #	<u>09-34-303-028</u>	Zip	<u>60561</u>

SERVICE CONNECTION CHARGES

Sewer Connection Fee	<u>\$ 4,206.52</u>	Sewer Service per Ordinance	
Water Connection Fee	<u></u>	Water Service per Ordinance	
Water Meter Fee	<u></u>	Meter Installation per Ordinance *	
Special Agreement	<u></u>		
TOTAL CONNECTION FEE	<u>\$ 4,206.52</u>		

*Approved water meter installation is required within 14 days after connection approval. Failure to do so will result in water services termination and/or criminal complaint by the Office of the States Attorney per Ordinance Sec. 36-508.

CERTIFICATE BY APPLICANTS

The conditions and applicable requirements of the code of DuPage County are hereby agreed to. Service availability charges shall be charged as of the date that the county has approved the connection. I further grant permission to the Department of Public Works to file an informational note with the DuPage County Recorder's Office specifying that the above-captioned property may be subject to liens for unpaid charges for sanitary sewer or water service.

PERMITTEE:	<u>CITY OF DARIEN PUBLIC WORKS DEPART</u>	E-Mail:	<u>dgombac@darienil.gov</u>
Address:	<u>1041 S Frontage RD</u>	Phone:	<u>(630)353-8105</u>
Signature:	<u><i>CR55585 rec'd for payment</i></u>	City:	<u>Darien</u>
		State:	<u>IL</u> Zip: <u>60561</u>

PERMIT ISSUANCE

This is to certify that the connection charges as shown above have been paid for the property described in this permit. Issuance of this permit shall not constitute a waiver of any applicable requirements.

DATE OF ISSUE 9/18/2020

County Representative

Genevieve Polanski

Sewer / Water Inspection required

County - 24 hr. notice - (630) 407-6801

Municipality - Please Call

For County Meter Installation - 24 hr advance (630) 985-7400

ADDITIONAL INFORMATION

Darien Public Works Maintenance Building rated @ 2.06 RE

SCHEDULE OF PRICES				
	QUANTITY	VENDOR	PRICE	TOTAL
Asphalt	37	Orange Crush	\$ 60.00	\$ 2,220.00
Stone	175	Vulcan	\$ 20.15	\$ 3,526.25
Testing	1	CSC	\$ 4,389.00	\$ 4,389.00
WM Hauling	55	XBE	\$ 95.00	\$ 5,225.00
CCDD Hauling	20	XBE	\$ 95.00	\$ 1,900.00
Disposal Fees Contaminated	220	WM	\$ 26.50	\$ 5,830.00
Disposal Fees CCDD	10	95 th St Materials	\$ 54.00	\$ 540.00
TOTAL				\$ 23,630.25



STRUCTURES / PIPES QUOTES

	QUANTITY	UNIT	ZIEBELL WATER SERVICE PRODUCTS, INC.		NORWALK TANK CO.		GRATE LAKES CONCRETE		EJ USA, INC.	
			UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
36 & 48 inch sanitary MH w/flow channel; boots and type 1 frame and lid	6	each	NO BID	NO BID	\$ 767.14	\$ 4,602.81	\$ 1,561.82	\$ 9,370.89	NO BID	NO BID
8 inch PVC SDR26 HW SWR Pipe (G) 14'	420	foot	\$ 10.65	\$ 4,473.00	\$ 10.13	\$ 4,254.60	\$ 11.60	\$ 4,872.00	NO BID	NO BID
6 inch PVC SDR26 HW SWR Pipe (G) 14'	80	foot	\$ 6.20	\$ 496.00	\$ 5.61	\$ 448.80	\$ 6.44	\$ 515.20	NO BID	NO BID
TOTAL				\$ 4,969.00		\$ 9,306.21		\$ 14,758.09		NO BID
FRAME COVER AND CHIMNEY SEALS QUOTES										
6 inch tall frame	6		NO BID	NO BID	NO BID	NO BID	\$ 433.00	\$ 2,598.00	\$ 172.77	\$ 1,036.62
9 inch tall frame	4		NO BID	NO BID	\$ 371.97	\$ 1,487.88	NO BID	NO BID	\$ -	\$ -
4 inch tall frame	1		NO BID	NO BID	\$ 363.57	\$ 363.57	NO BID	NO BID	\$ -	\$ -
MH Frame and lid w/watertight gasket and concealed pickhole - w/chimney seal	6		\$ 633.75	\$ 3,802.50	\$ 246.88	\$ 1,481.28	\$ 315.00	\$ 1,890.00	\$ 274.78	\$ 1,648.68
Freight						\$ 50.00				\$ 50.00
TOTAL				\$ 8,771.50		\$ 12,688.94		\$ 19,246.09		\$ 2,735.30



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL TO PURCHASE SANITARY SEWER RELATED ITEMS FROM NORWALK TANK COMPANY IN AN AMOUNT NOT TO EXCEED \$9,306.21

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 proposal to purchase sanitary sewer related items from Norwalk Tank Company in an amount not to exceed \$9,306.21, 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 2nd day of August, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of August, 2021.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



STRUCTURES / PIPE / FRAMES
QUOTE

TANK NORWALK COMPANY
 2121 Maple Road • Joliet, IL 60432
 Septic Tanks • Building Materials
 Phone: (815) 726-3351 • FAX: (815) 726-2945

[Handwritten signature]

Quotation

Date: 7/12/21
 Job Number: 1041 S. FRONTAGE RD
 DARIEN
 TO:
 Attention: DAVE
 Company Name: CITY OF DARIEN
 Address:
 City, State, Zip:
 Phone Number: 630-514-3453
 Fax Number: dfell@darienil.gov
 Terms: NET 30

WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:

Prices Good For 30 Days

Quantity		Unit Price	Amount
1 EA	4' SAN. MH. #1, R/I=5.2', INCLUDES STEPS, ROLL TAR, PRESS SEALS, & LARGE SLOPE INVERT.	\$1,125.08 EA	-
1 EA	4' SAN. MH. #2, R/I=8.92', INCLUDES STEPS, ROLL TAR, PRESS SEALS, & LARGE SLOPE INVERT.	\$1,215.97 EA	-
3 EA	4' SAN. MH., AVG R/I=5.04', INCLUDES STEPS, ROLL TAR, & PRESS SEALS	\$753.92 EA	-
4 EA	9" FRAME & GASKETED LID "SANITARY" (R-1713)	\$371.97 EA	-
1 EA	4" FRAME & GASKETED LID "SANITARY" CHIMNEY SEAL WILL NOT FIT ON S R-1712 (36" O.D. FLANGE)	\$363.57 EA	-
5 EA	INFISHIELD CHIMNEY SEAL	\$246.88 EA	PLUS FREIGHT
406'	8" PVC SDR26-3034 GASKETED	\$10.13/FT	-
56'	6" PVC SDR26-3034 GASKETED	\$5.61/FT	-
7 EA	MAC WRAP FOR 4' MH	\$64.86 EA	-
CASTING & PVC PIPE PRICES SUBJECT TO CHANGE			

QUOTED BY: *[Handwritten Signature]*

Plus tax if applicable

OUR QUOTE IS BASED ON LIMITED INFORMATION; WE CANNOT GUARANTEE ITS ACCURACY. WE THEREFORE CAUTION AND ADVISE YOU TO CHECK ALL ITEMS, QUANTITIES, SPECIFICATIONS AND DIMENSIONS VERY CAREFULLY BEFORE SUBMITTING YOUR BID AND/OR PLACING AN ORDER.



Quotation

Date: 7/23/21
 Job Number: 1041 S. FRONTAGE RD
 DARIEN
 TO:
 Attention DAVE
 Company Name CITY OF DARIEN
 Address
 City, State, Zip
 Phone Number 630-514-3453
 Fax Number: dfell@darienil.gov
 Terms: NET 30

WE ARE PLEASED TO QUOTE ON YOUR INQUIRY AS FOLLOWS:

Prices Good For 30 Days

Quantity		Unit Price	Amount
1 EA	3' SAN. MH., R/I=5.0', INCLUDES ROLL TAR & 2 - 6" PRESS SEALS.	\$781.99 EA	

QUOTED BY: *Mark Skubert*

Plus tax if applicable

OUR QUOTE IS BASED ON LIMITED INFORMATION; WE CANNOT GUARANTEE ITS ACCURACY, WE THEREFORE CAUTION AND ADVISE YOU TO CHECK ALL ITEMS, QUANTITIES, SPECIFICATIONS AND DIMENSIONS VERY CAREFULLY BEFORE SUBMITTING YOUR BID AND/OR PLACING AN ORDER.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL TO PURCHASE SANITARY SEWER IRON FRAMES AND LIDS FROM EJ USA, INC. IN AN AMOUNT NOT TO EXCEED \$2,735.30

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 proposal to purchase sanitary sewer iron frames and lids from EJ USA, Inc. in an amount not to exceed \$2,735.30, 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 2nd day of August, 2021.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 2nd day of August, 2021.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



FRAMES QUOTE

Quotation

ejco.com
800 626 4653

Account Name City of Darien
 Ship to 1041 S Frontage Rd, Darien, IL, US, 60559
 Bill to Attention Accounts Payable 1702 Plainfield Road, Darien, IL, US, 60559
 Full Name
 Business Phone
 Email
 Business Fax
 Close Date 7/19/2021

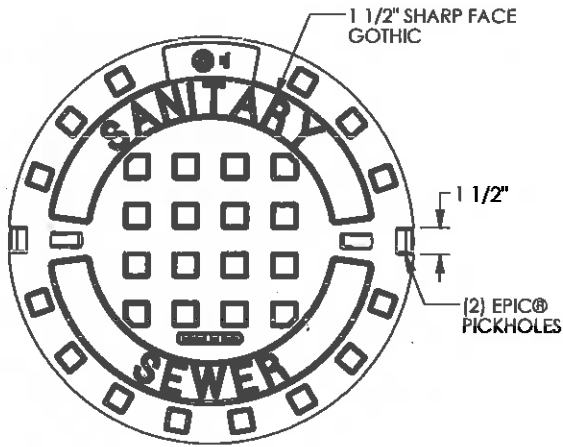
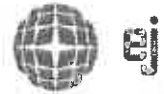
Quote Number 00445300
 Quote Name pricing
 Created Date 7/12/2021
 Expiration Date
 Prepared by Laura Stang
 Email laura.stang@ejco.com
 Phone
 Fax

Quantity	Product N°	Description	Notes	Sales Price (USD)	Total Price (USD)
6	00102010	1020Z 6" Tall Frame		172.77	1036.62
6	00102108	1020AGS Solid Cover with Gasket Sanitary Sewer, Black Asphaltic Coated		124.78	748.68
6	99606	E3 CHIMNEY SEAL 14" SLEEVE		150.00	900.00

Subtotal 2685.30 USD
 Freight 50.00 USD
 Grand Total 2735.30 USD

Notes and Comments

1020AGS Cover



BOTTOM VIEW

Product Number

00102108

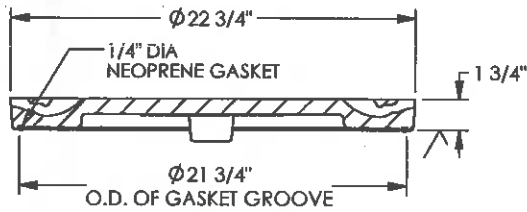
Design Features

- Materials
Gray Iron (CL35B)
- Load Rating
Heavy Duty
- Open Area
n/a
- Coating
Dipped
- √ Designates Machined Surface

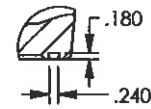
Certification

-ASTM A48

-Country of Origin: USA



SECTION VIEW



**GROOVE
DETAIL**



EPIC® DETAIL

Drawing Revision

08/14/2019 Designer: CSF
Revised By:

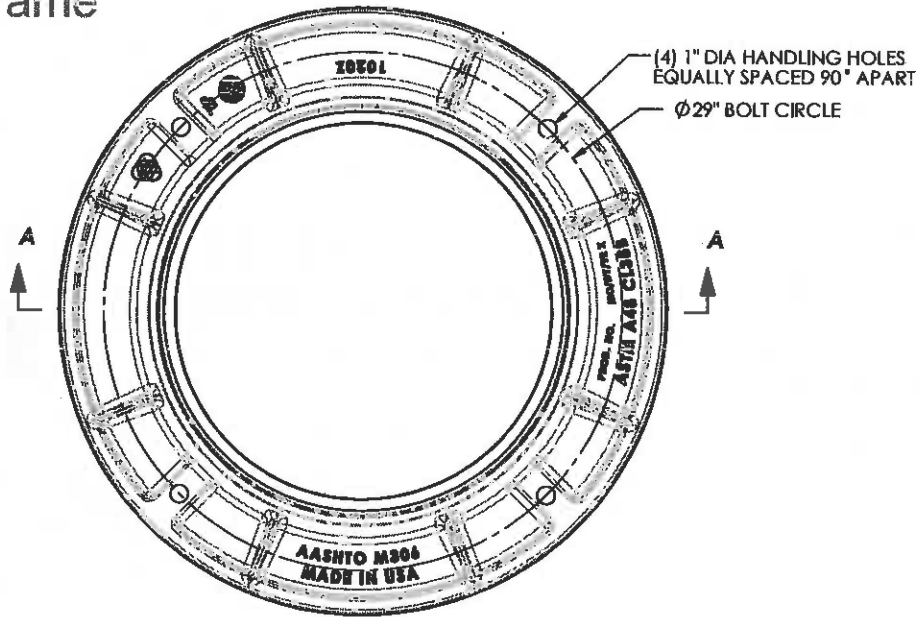
Disclaimer

We give (lbs-kg), dimensions (inch/mm) and tolerances provided for your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ Group, Inc. and contains confidential information, registered marks, patents, trade secret information, and/or know-how that is the property of EJ Group, Inc. Copyright © 2018 EJ Group, Inc. All rights reserved.

Contact
800 626 4653
ejco.com

1020Z Frame



Product Number

00102010

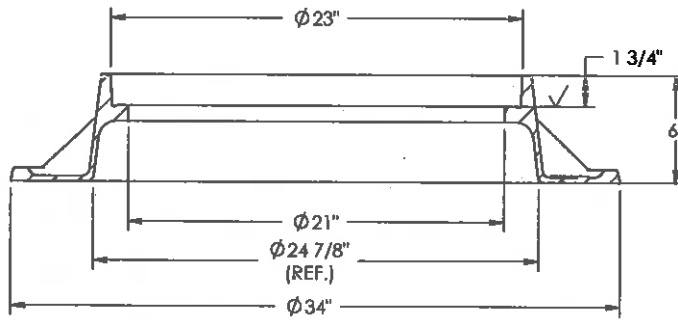
Design Features

- Materials
Gray Iron (CL35B)
- Design Load
Heavy Duty
- Open Area
n/a
- Coating
Undipped
- √ Designates Machined Surface

Certification

-ASTM A48

-Country of Origin: USA



SECTION A-A

Drawing Revision

11/28/2008 Designer: JJJ
5/23/2017 Revised By: MAH

Disclaimer

Weights (lbs/oz), dimensions (inches/mm) and drawings provided for your guidance. We reserve the right to modify specifications without prior notice.

CONFIDENTIAL: This drawing is the property of EJ Group, Inc. and embodies confidential information, registered marks, patents, trade secret information, and/or know how that is the property of EJ Group, Inc. Copyright © 2015 EJ Group, Inc. All rights reserved.

Contact

800 626 4653
ejco.com

AGENDA MEMO
CITY COUNCIL
Meeting Date: August 2, 2021

Issue Statement

Consideration of a Motion to Approve:

- August 12th, 13th, 14th and 15th as the date for the Darien Chamber of Commerce to Hold the DarienFest 2021 Celebration at Darien Plaza Parking Lot
- Providing Police Protection for the DarienFest 2021 as [Per Attached Agreement](#)

[BACKUP](#)

Background/History

As a part of the City's commitment to DarienFest, the City provides police protection for the annual event. The Chamber will reimburse the City for any expenses relating to Police services

Staff/Committee Recommendation

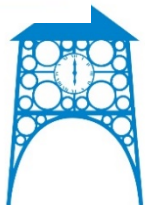
As directed

Alternate Consideration

As directed

Decision Mode

This item will be on the August 2, 2021 City Council Agenda for formal consideration.



Darien Chamber of Commerce

YOUR CONNECTION TO BUSINESS SUCCESS

July 22, 2021

Joseph Marchese
Mayor of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Mayor Marchese:

The Darien Chamber of Commerce is planning the 33rd Annual Darien Fest Celebration to be held in the parking lot of the QBAR, 8109 S. Cass Ave. We hereby request authority to conduct said fest during the following times:

- Thursday (8/12) 5:00pm-10:00pm – “Darien Dayz” \$25 unlimited rides for Darien Residents
- Friday (8/13) 1:00pm – 10:00pm
- Saturday (8/14) 1:00 -10:00pm
- Sunday (8/15) 1:00pm – 8:00pm

We also request Police protection for the Darien Fest 2021.

On behalf of the Darien Chamber of Commerce and the Board of Directors, thank you for your continued support of this annual community event.

Sincerely,

April Padalik

Executive Director
Darien Chamber of Commerce
Your Connection to Community!

1702 Plainfield Road
Darien, IL 60561
Phone: (630) 968-0004
Email: www.darienchamber.com

AGREEMENT BETWEEN THE CITY OF DARIEN
AND THE DARIEN CHAMBER OF COMMERCE – 2021 DARIEN FEST

The City incurs certain expenses associated with the Darien Fest conducted by the Darien Chamber of Commerce. In order to offset the City's expenses the formula below will be used to determine the reimbursement amount the City will receive from the Chamber.

The Chamber will reimburse the City based on net profit made by the Chamber and the City's total expense including, but not limited to, employee overtime, outside contractor costs and materials such as barricade rentals. Net profit is the profit made by the Chamber after direct expenses have been deducted. No deduction is allowed for any allocated overhead items. Overhead items are those fixed Chamber expenses, including, but not limited to, regular salaries and other expenses that are incurred by the Chamber even if the fest did not occur.

REIMBURSEMENT FORMULA:

Chamber's Net profit	Reimbursement as a percentage of City costs	Reimbursement amount (example based on \$16,000 Darien Expenses) *
\$0 to \$19,999	15%	\$2,400
\$20,000	25%	\$4,000
\$25,000	30%	\$4,800
\$30,000	35%	\$5,600
\$35,000	40%	\$6,400
\$40,000	45%	\$7,200
\$45,000	50%	\$8,000
\$50,000	55%	\$8,800
\$55,000	60%	\$9,600
\$60,000	65%	\$10,400
\$70,000	70%	\$11,200
\$80,000	80%	\$12,800
\$90,000	90%	\$14,400
\$100,000	100%	\$16,000

* Actual reimbursement to be calculated after the Chamber's net profit and Darien expenses have been determined.

APPROVED:

City of Darien _____ Date _____

Chamber of Commerce _____ Date _____

AGENDA MEMO
City Council
Meeting Date: August 2, 2021

Issue Statement

Consideration of a motion granting waiver of the raffle license bond requirement for the Woodridge Rotary Club.

BACKUP

Background/History

The Woodridge Rotary Club has applied for a raffle license for a raffle to be held on September 25, 2021. They have also requested waiver of the bond requirement. The City regularly waives the bond requirement for qualified charitable organizations

Staff/Committee Recommendation

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

Alternate Consideration

Not approve waiver.

Decision Mode


This item will be placed on the August 2, 2021 City Council Agenda for formal consideration.

July 23, 2021

To the Village of Darien

I request the waiver
of the Raffle licence bond
fee because we are a
5013c Charitable Organization.
The Woodridge Rotary Club
The date of the Event
is September 25, 2021.

Mary L. Onorod
Woodridge Rotary President
2021 - 2022



CITY OF DARIEN

APPLICATION FOR RAFFLE LICENSE

Class A License

Class B License

NAME OF ORGANIZATION: Woodridge Rotary Club

ADDRESS: PO BOX 5566 Woodridge IL 60517

TELEPHONE NUMBER: 630 561-2374 FAX NUMBER: _____

TYPE OF ORGANIZATION: Charitable 501(c)(3) Nonfor Profit Org
(Charitable, Educational, Religious, Fraternal, Veterans or Labor)

LIST THE AREA (S) WITHIN THE CITY IN WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
Q Bar 8109 S. Cass Ave Darien IL

LIST THE TIME (S) OF DAY DURING WHICH RAFFLE CHANCES WILL BE SOLD OR ISSUED:
7pm 10 pm

LIST THE DATE AND TIME OF THE DETERMINATION OF WINNING CHANCES:
from 9pm-10 pm Sept 25, 2021

LIST THE LOCATION (S) AT WHICH WINNING CHANCES WILL BE DETERMINED:
Q Bar 8109 S. Cass Ave Darien

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

Mary L. Onorad
Presiding Officer

ATTEST:

Secretary

APPROVED BY: _____
Mayor

DATE: _____

MAILED ON: _____
Date

BY: _____

CITY OF DARIEN**RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS
OF THE ILLINOIS OPEN MEETINGS ACT****I. PURPOSE OF RULES.**

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014