

**AGENDA**  
**Administrative-Finance Committee**  
**June 3, 2024**  
**6:00 p.m. – City Hall Conference Room**

- 1. Call to Order**
- 2. Public Comment**
- 3. New Business**
  - a. A resolution approving an intergovernmental agreement between the Darien Park District and the City of Darien for the use of Westwood Park for Darien Fest in 2024, 2024 summer concert series and 2024 fall fest**
  - b. A resolution approving an event management agreement between the City of Darien and the Darien Chamber of Commerce for Darien Fest in 2024**
  - c. Approval of a resolution establishing guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien**
  - d. Approval of an ordinance authorizing the disposal of surplus property**
  - e. Approval of Minutes – May 6, 2024**
- 4. Other Business**
- 5. Next Meeting – July 1, 2024**
- 6. Adjournment**

**AGENDA MEMO**  
**Administrative/Finance Committee**  
**June 3, 2024**

**ISSUE STATEMENT**

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR DARIEN FEST IN 2024, 2024 SUMMER CONCERT SERIES AND 2024 FALL FEST.

**BACKGROUND/HISTORY**

In November of 2023, the City made a request to conduct the Darien Fest, at a local park, ultimately agreeing on Westwood Park. In December of 2023, Mayor Marchese advised the park district that we would also like to have our summer concert series and fall fest at the park. In order to have these events on park property the park district required an intergovernmental agreement with the city. Attached is the proposed agreement for consideration.

As of 5-30-24, the intergovernmental agreement is still not in final form. Attached is the most recent version of the draft. If the final draft is completed prior to the council meeting, the staff will forward it to the council. If the final draft is not completed prior to the council meeting, the approval resolution allows the council to approve the agreement, subject to the city attorney's final review.

**STAFF/COMMITTEE RECOMMENDATION**

This item will be discussed by the Administrative/Finance at its June 3, 2024 meeting

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will on the June 3, 2024, City Council Agenda for consideration.

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR DARIEN FEST IN 2024, 2024 SUMMER CONCERT SERIES AND 2024 FALL FEST.**

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

**WHEREAS,** THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

**WHEREAS,** the PARK DISTRICT and the CITY desire to cooperate in facilitating the annual Darien Fest for the year 2024 to take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

**WHEREAS,** the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

**WHEREAS,** the PARK DISTRICT and the CITY believe the event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, concerts, family gatherings, and other recreation; and

**SECTION 1:** The City Council of the City of Darien hereby authorizes approval of the Agreement, and authorizes the Mayor to sign the agreement, subject to attorney final review, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 3<sup>rd</sup> day of June 2024

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 3<sup>rd</sup> day of June 2024.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

---

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY

**Odelson, Murphey, Frazier & McGrath, Ltd.**

---

---

3318 West 95<sup>th</sup> Street – Evergreen Park, Illinois 60805  
Phone (708) 424-5678 ~ Fax (708) 741-5053  
JBM Direct Dial (708) 634-0266  
JBM e-mail: [jmurphey@omflaw.com](mailto:jmurphey@omflaw.com)

**Memorandum**

VIA E-MAIL

To: Gina Madden  
From: John B. Murphey  
Date: May 24, 2024  
Re: Darien Fest IGA

Here are my edits to your clean version. In particular:

1. Many of my edits are non-substantive.
2. I have a number of margin comments. Make sure you can read them.
3. I left earlier margin comments in place, even though some may have been addressed.
4. The exhibit forms are fine, but the City won't be in a position to complete them until closer to the event, as the Mayor's recruiting efforts (which are going quite well) are continuing.
5. We don't want the police plans attached to the agreement...those plans will cover more security contingencies than weather.
6. The big issue is City insurance. I am not competent on the specifics, but...I thought this was resolved by way of IRMA coverage. Status?

I am around all weekend. Let me know what you think and happy to call you.

JBM/sml

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF  
WESTWOOD PARK FOR DARIEN FEST IN 2024**

**Approved by City Resolution No. \_\_\_\_\_**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY") each individually referred to as "PARTY", and collectively referred to as "PARTIES".

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

**WHEREAS**, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and

**WHEREAS**, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

**WHEREAS**, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

**WHEREAS**, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and,

**WHEREAS**, the PARK DISTRICT and the CITY desire to cooperate in facilitating the annual Darien Fest for the year 2024 to take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

**WHEREAS**, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

**WHEREAS**, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

**WHEREAS**, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, concerts, family gatherings, and other recreation; and

**WHEREAS**, the PARTIES desire to establish their respective responsibilities toward the Event herein.

**NOW THEREFORE**, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

**1.0 RECITALS.**

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

**2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.**

**PARK DISTRICT:**

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on August 9, 10 and 11th, 2024 at the following times: .

**CITY: [CITY TO PROVIDE THE INCLUSIVE HOURS]**

2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not-for-Profit Entities and City Volunteers. For purposes of this Agreement:

A. “Vendor” is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for-Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.

B. “Not for Profit Entity” (“NFP”) is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a “profit” as a for-profit business entity. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

C. “City Volunteers” are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

The CITY shall require that all Vendors, NFPs and volunteers (the “CITY Invitees”) submit a statement that while on PARK DISTRICT property I connection with the

Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT..

2.2 Securing the parking areas for the Event will be the responsibility of CITY. At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.

2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.

**2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.**

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. . CITY is responsible for compliance with the emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than \_\_\_\_\_, 2024.

2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

**2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.**



2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.

2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.

2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.

2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than \_\_\_\_\_, 2024. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.

2.13. CITY shall provide a detailed setup map plan to the PARK DISTRICT for approval, no later than \_\_\_\_\_, 2024. The precise location of carnival rides and all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup.

2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.

~~2.15 The CITY shall provide police officers for any Park District event at the sole cost of the City. The City and the Park District will meet at least 30 day prior to any Park District event to coordinate responsibilities so the City can assure adequate staffing for the event.~~

2.16 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, , and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

## 2.17 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

### A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, , host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary hours

permits to the PARK DISTRICT by \_\_\_\_\_, 2024.

#### B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

#### C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

#### D. General Insurance Provisions

##### a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any vendor(s). Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, , except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. uch obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims,

costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

**E. VENDORS AND NOT FOR PROFIT ENTITIES**

(i) Vendors and NFPs shall be subject to all the requirements stated herein.

(ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.

(ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

**3.0 NOTICES.**

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such as UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN  
City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT  
Executive Director, Stephanie Gurgone

**4.0 AMENDMENTS AND MODIFICATIONS.**

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

**5.0 SAVINGS CLAUSE.**

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

**6.0 CAPTIONS AND PARAGRAPH HEADINGS.**

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

**7.0 ENTIRE AGREEMENT.**

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

**8.0 GOVERNING LAW.**

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

**9.0 SUCCESSORS AND ASSIGNS.**

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

**10.0 NO DUTY TO THIRD PARTIES.**

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

**11.0 FREEDOM OF INFORMATION ACT.**

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a

result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

**12.0 TERM.**

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

**13.0 COUNTERPARTS.**

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

**14.0 AUTHORITY.**

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

DARIEN PARK DISTRICT

By: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

Date: \_\_\_\_\_



EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED

Vendor Insurance Provided Amount

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED

Not for Profit Entity                      Insurance Provided                      Amount

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT  
FORMS ATTACHED

EXHIBIT "D"

CITY OF DARIEN POLICE DEPARTMENT EMERGENCY EVACUATION PLAN

**AGENDA MEMO**  
**Administrative/Finance Committee**  
**June 3, 2024**

**ISSUE STATEMENT**

**A RESOLUTION APPROVING AN EVENT MANAGEMENT AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN CHAMBER OF COMMERCE FOR THE DARIEN FEST IN 2024**

**BACKGROUND/HISTORY**

In anticipation of Darien Fest at Westwood Park, the City and Chamber agreed to co-sponsor the fest. This agreement was part of the Memorandum of Understanding the city approved on February 5, 2024, as part of this year's chamber grant. The event management agreement includes the following:

- The City and Chamber will co-sponsor Darien Fest
- The City and Chamber agree that Darien Fest is a community event and intend on partnering with other local not for profit groups to participate and/or assist with the event
- The Chamber will serve as the fest event manager to plan, organize, finance, carry out, secure and pay necessary contracts in the name of the chamber and agreements and all other responsibilities as in previous Darien Fests
- The Chamber will retain profits from the fest. This excludes profits from local not for profit groups participating in the fest
- The City agrees to secure all required approvals from the Darien Park District to use the park and the chamber agrees to manage the fest in accordance with any approvals
- The City will provide police services as a contribution to the event
- The Chamber is permitted to obtain fest advertising sponsorships. The chamber will retain all sponsorship fees collected. All sponsorships/advertising material will be provided to the city.
- The Chamber will secure liability insurance for their organization in the amount of \$1,000,000 to \$3,000,000 in a form required by the city. Additionally, the chamber will coordinate the collection/submittal of certificates of insurance from fest participants at policy form and levels as required by the city. All certificates of insurance will name the city and chamber as additional insured in form approved by the city.
- The chamber will provide the city with a revenue and expense financial report following the fest

**STAFF/COMMITTEE RECOMMENDATION**

The Administrative/Finance Committee will review this issue at its June 3, 2024 meeting

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item will on the June 3, 2024, City Council Agenda for consideration.

**A RESOLUTION APPROVING AN EVENT MANAGEMENT AGREEMENT  
BETWEEN THE CITY OF DARIEN AND THE CITY OF DARIEN CHAMBER OF  
COMMERCE FOR THE DARIEN FEST IN 2024**

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

**WHEREAS,** Darien will sponsor the 2024 Fest and desires the Chamber to provide event management services for the Fest

**WHEREAS,** the goal of the city is to return the Fest to Westwood Park owned by the Darien Park District, and

**WHEREAS,** the Chamber has held the Fest for many years and has extensive experience and success in conducting the Fest; and

**WHEREAS,** the City and Chamber believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, concerts, family gatherings, and other recreation; and

**WHEREAS,** Memorandum of Understanding approved on February 20, 2024 between the City of Darien and the Darien Chamber of Commerce stipulates co-sponsoring the event

**WHEREAS,** the Chamber is willing to serve as the event manager under the terms contained in exhibit A;

**SECTION 4:** The City Council of the City of Darien hereby authorizes approval of the Agreement, and authorizes the Mayor to sign the agreement, a copy of which is attached hereto as “**Exhibit A**” and is by this reference expressly incorporated herein.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS,** this 3<sup>rd</sup> day of June 2024

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS,** this 3<sup>rd</sup> day of June 2024.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

---

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY



- 1 The chamber and City agree to the following regarding the Darien Fest**
  - 1. The City and Chamber will co-sponsor the Darien Fest**
  - 2. The City and Chamber agree that Darien Fest is a community event and intend on partnering with other local not for profit groups to participate and/or assist with the event**
  - 3. The Chamber will serve as the fest event manager to plan, organize, finance, carry out, secure and pay necessary contracts in the name of the chamber and agreements and all other responsibilities as in previous Darien Fests**
  - 4. The Chamber will retain profits from the fest. This excludes profits from local not for profit groups participating in the fest**
  - 5. The City agrees to secure all required approvals from the Darien Park District to use the park and the chamber agrees to manage the fest in accordance with any of those approvals**
  - 6. The City will provide police services as a contribution to the event**
  - 7. The Chamber is permitted to obtain fest advertising sponsorships. The chamber will retain all sponsorship fees they collect. All sponsorships/advertising material will be provided to the city.**
  - 8. The Chamber will secure liability insurance for their organization in the amount of \$1,000,000 to \$3,000,000 in a form required by the city. Additionally, the chamber will coordinate the collection/submittal of certificates of insurance from fest participants at policy form and levels as required by the city. All certificates of insurance will name the city and chamber as additional insured in form approved by the city.**
  - 9. The Chamber will provide the city with a revenue and expense financial report following the fest**

**AGENDA MEMO**  
**Administrative/Finance Committee**  
**June 3, 2024**

**ISSUE STATEMENT**

APPROVAL OF A RESOLUTION ESTABLISHING GUIDELINES FOR THE ISSUANCE OF CEREMONIAL DOCUMENTS, PROCLAMATIONS, AND SUPPORTING RESOLUTIONS BY THE CITY OF DARIEN.

**BACKGROUND/HISTORY**

At the May 20, 2024 City Council meeting the council approved a motion *directing staff to prepare a draft policy pertaining to votes that will be considered by the city council,* focusing on votes of a symbolic nature.

The purpose of this policy is to establish guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien. These documents are strictly honorary and do not carry any legislative or legal significance. In summary, the attached proposed resolution and policy set forth certain guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor.

**STAFF/COMMITTEE RECOMMENDATION**

The Administrative/Finance Committee will review this topic at its June 3, 2024 meeting.

**ALTERNATE CONSIDERATION**

As directed.

**DECISION MODE**

This item is on the June 3, 2024, City Council Agenda for consideration.

**A RESOLUTION ESTABLISHING GUIDELINES FOR THE ISSUANCE OF  
CEREMONIAL DOCUMENTS, PROCLAMATIONS, AND SUPPORTING  
RESOLUTIONS BY THE CITY OF DARIEN.**

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

**WHEREAS,** municipalities are made up of various local governments including cities/villages and Fire, Library, Park, School and other special districts that each have a specific areas of statutory responsibilities in legally defined areas: and

**WHEREAS,** cities/villages are responsible for local matters such as building regulations and development, public safety, local roads and infrastructure, financial management of local revenues and expenses, environmental issues, waste disposal, and many other local community services;

**WHEREAS,** the City periodically receives requests from third parties to approve a ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor;

**WHEREAS,** the City desires to adopt a policy setting forth certain guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor; and

**SECTION 1** the City Council of the City of Darien hereby authorizes approval of a policy establishing certain guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,**

this 3<sup>rd</sup> day of June 2024

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 3<sup>rd</sup> day of June 2024.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

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

## Exhibit A

Policy establishing guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor

### **I. Purpose**

The purpose of this policy is to establish guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien. These documents are strictly honorary and do not carry any legislative or legal significance. The issuance of ceremonial documents, proclamations and supporting resolutions recognize and celebrate significant achievements, milestones, and events within the City of Darien.

### **II. Policy**

It is the policy of the City Council to consider requests for ceremonial documents, proclamations, and supporting resolutions only when:

1. such issuance positively and directly impacts the Darien community, pertain to a Darien event, person, organization, or cause with local implications
2. such issuance proclaims certain events or causes when such proclamations pertain to a Darien event, person, organization, or cause with direct local implications at determined by the city.
  - a. Examples of acceptable recognition include, but is not limited to:
    - Matters of public awareness about an issue for a community organization.
    - Arts, cultural or historical occasions.
    - A commemoration of a specific accomplishment, time, period, or event that impacts Darien residents.
    - Recognizing the diverse cultures in Darien
    - Recognition of action/service above and beyond the call of duty
    - Recognition of extraordinary action or achievement.
  - b. Examples of unacceptable recognition include, but is not limited to:
    - Events or organizations with no direct relationship to or location within the corporate limits of the City of Darien
    - Campaigns for events contrary to Darien's policy or the wellbeing of its businesses or residents
    - Political, religious or foreign issues not within the immediate responsibility or sphere of influence of the City as determined by the City.
    - Anything that may suggest an official city position on a matter under consideration by the city

All requests for a ceremonial document, proclamation, or a supporting resolution shall be submitted to the Mayor.

**AGENDA MEMO**  
**Admin/Finance**  
**June 3, 2024**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the disposal of surplus property.

**BACKGROUND/HISTORY**

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

	ITEM	QUANTITY	EXPLANATION
1	Shure SCM810	3	Replaced
2	MMA 8 Channel Mixer	1	Replaced
3	Microphones	14	Replaced
4	Shure Digital Processor	1	Replaced
5	Shure Bros Inc antenna	1	Replaced
6	Panasonic Toughbooks Model CF-31	18	Replaced

**STAFF/COMMITTEE RECOMMENDATION**

Staff recommends the above be declared surplus property and auctioned using Public Surplus or disposed of.

**ALTERNATE CONSIDERATION**

As recommended by the Committee.

**DECISION MODE**

If approved by the Committee, this item will be placed on the June 3, 2024 City Council Agenda for formal approval.

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

---

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

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

---

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

**THIS \_\_\_\_ DAY OF \_\_\_\_\_**

---

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

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

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

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

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

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

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

	ITEM	QUANTITY	EXPLANATION
1	Shure SCM810	3	Replaced
2	MMA 8 Channel Mixer	1	Replaced
3	Microphones	14	Replaced
4	Shure Digital Processor	1	Replaced
5	Shure Bros Inc antenna	1	Replaced
6	Panasonic Toughbooks Model CF-31	18	Replaced

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

**SECTION 2:** The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned using Public Surplus or disposing of said property.

**SECTION 3:** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this \_\_\_\_\_ day of \_\_\_\_\_

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

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

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

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE RAGONA, CITY CLERK



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

APPROVED AS TO FORM:

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

**City of Darien**  
**Minutes of the Administrative/Finance Committee**  
**May 6, 2024**

---

Chairwoman/Alderwoman Sullivan called the meeting to order at 6:00 pm. Committee members Leganski and Schauer was present. Also in attendance was City Administrator Vana, Treasurer Coren and Mayor Marchese.

**Motion to approve one electronics recycling event with the city's current refuse hauler, Lakeshore Recycling Systems, LLC (LRS) in an amount not to exceed \$9,400**

Staff advised the City sponsored one electronic recycling event for Darien residents in FYE24. This event allowed residents to place their electronics curbside for pick up by LRS. The fee charged by LRS is based on the bill count. The cost per home is \$1.26. This event has been well received by the residents and was very convenient for them. The FYE25 budget includes \$9,400 for this program. The committee unanimously recommended approval of a motion to approve one electronics-recycling event with the city's current refuse hauler, Lakeshore Recycling Systems, LLC (LRS) in an amount not to exceed \$9,400

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

Staff advised the city pays for streetlights that we own. Our annual light accounts with NIMEC expire this July and will be a part of our upcoming group bid. This year's NIMEC group bid will take place on Tuesday May 21, 2024. The challenge of approving the bid is a timing issue. The bid prices are only good for the day they are opened. Typically, the city council would approve the city administrator to sign a contract with the low bidder. Staff advised the city would participate with NIMEC again to solicit prices. As a reminder, NIMEC is an intergovernmental purchasing group of over 170+ municipal and non-profit organizations that conduct joint bids for electric supply rates. Staff has also invited Navigate Power to submit a proposal. Navigate Power contacted me previously asking to be considered for a bid. The committee unanimously recommended approval of a motion authorizing the city administrator to sign a contract for the best bid for street light electric supply.

**A resolution authorizing the Mayor to sign an agreement extension with MC Squared Energy Services, LLC. (MC2) to provide full-requirements electricity supply and related services for the City's Electric Aggregation Program.**

Staff advised in 2012, Darien residents approved a referendum authorizing the City to operate an opt-out electric aggregation program for resident and small business ratepayers. NIMEC serves as our consultant for the procurement of power for our water pumping facilities and street lighting power. They also manage the bids for our municipal

aggregation program. The city periodically reviews rates offered by electrical providers other than ComEd. Currently ComEd provides the electrical power to Darien. NIMEC has recently solicited proposals for lower rates but could not find a rate lower than ComEd. However, NIMEC has obtained a proposal from MC2 that matches the ComEd rate but also includes a civic contribution payment of \$10,000 to the city. This agreement is for 12 months and NIMEC will continue to review electric rates for savings to the community. The committee unanimously recommended approval of a resolution authorizing the Mayor to sign an Agreement with MC Squared Energy Services, LLC. (MC2) to provide full-requirements electricity supply and related services for the City's Electric Aggregation Program.

**Minutes – February 5, 2024** - The committee unanimously approved the minutes.

**Other Business**

Administrator Vana updated the committee on the discussions with the park district to use Westwood Park for the Darien Fest and Summer Concert Series. As of today's date, there has been little progress and/or resolution in the city's request to hold Darien fest and our summer concert series at Westwood Park. What should be an easy process between two local government groups has become an extremely difficult process and the park district is demanding unreasonable insurance limits of \$3,000,000 for all fest participants including local service organizations, businesses participating in a business expo and other low risk activities.

Administrator Vana advised the current budget had a formula error in the capital projects fund and did not carry over the correct beginning fund balance in the FYE 26 forecast column. The formula error does not affect the approved FYE 25 budget and will be corrected going forward.

Mayor Marchese advised he is working on a committee revision to combine the Planning and Zoning Commission and the Economic Development Committee. Mayor Marchese explained his reasoning and the committee thought it would be a good revision.

**Adjournment** - The meeting adjourned at 6:40 p.m.

Approved:

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

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

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