

AGENDA
Municipal Services Committee
June 23, 2025
6:00 P.M. – Council Chambers

1. Call to Order & Roll Call

2. Establishment of Quorum

3. Old Business

4. New Business

- a. **Motion** – Accepting the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 2025 Parkway Tree Program in an amount not to exceed \$130,465.
- b. **Motion** – Authorizing the City Administrator to execute the Intergovernmental Antenna and Equipment Space Agreement with the DuPage Public Safety Communications (DU-COMM) to locate telecommunications equipment on the Darien cell towers located at 1041 S. Frontage Road.
- c. **Motion** - Approving to execute a contract with Compass Minerals America, Inc., for the purchase of rock salt in an amount not to exceed \$109,582.92.
- d. **Resolution** - Authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2025/26 Rock Salt Agreement.
- e. **Resolution** - Authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2025/26 Rock Salt Agreement.
- f. **Motion** – Accepting a quote from Goldy Locks, Inc., to remove and install a new man door, including the door, frame and hardware at the Public Works Water Plant 2, at a cost not to exceed \$5,246.05.
- g. **Motion** – Authorizing the purchase of six new Schonstedt GA-92XTD locators with hard cases from Midwest Surveying Instruments, Inc., in an amount not to exceed \$7,158.
- h. **Motion** – Accepting a proposal from Apex Industrial Automation for the purchase, removal, and installation of four Variable Frequency Drives, (VFD) at Plants #2 and 75th Street in an amount of \$28,920.34.
- i. **Motion** - Accepting a proposal from Connelly Electric for the purchase, removal and installation of three backup generators at the City Hall, Police Department and Water Plant #2 in an amount not to exceed \$493,000 and a contingency in the amount of \$15,000 for unforeseen related items.
- j. **Motion** – Authorizing Private Property Storm Water Management Assistance Projects.
- k. **Resolution** - Approving the 2025 City of Darien Zoning Map for publication.
- l. **Minutes** – **May 27, 2025** Municipal Services Committee

5. Director's Report

6. Next scheduled meeting – Monday, July 28 2025

7. Adjournment

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

Approval of a motion accepting the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 2025 Parkway Tree Program in an amount not to exceed \$130,465. See Exhibit A.

BACKGROUND/HISTORY

The 2025 Tree Planting Program calls out for the following:

- **City and Resident 50/50 Parkway Tree Planting Program**
Staff has included \$4,000 (\$2,000 City funding and \$2,000 Resident funding) cost for residents that would like to participate in the 50/50 program.
- **Storm, Perished, and Project Related Replacement**
The program would allow for the planting of 2.5-inch caliper trees as part of the replacement of trees removed due to storm, perished or project removals.
- **Grant Morton Arboretum-** In January 2025 the City of Darien was awarded a \$100,000 subgrant by The Morton Arboretum's Chicago Region Trees Initiative (CRTI) to improve the community tree canopy. The competitive subgrant is among nearly 40 provided to nonprofits, government entities and other eligible groups through the Inflation Reduction Act (IRA) funding to the U.S. Department of Agriculture (USDA) Forest Service, administered by CRTI. The grant does not require matching funds and were made available for projects in communities that meet the federal requirements. Through this subgrant, the City of Darien will plant approximately 200 new trees in eligible areas of the community by the end of Fall 2025, pending nursery stock.

Staff advertised and received four (4) sealed bids on June 4, 2025. Attachment A is the bid tally with the pricing schedule. The responsive bid was submitted by St. Aubin Nursery & Landscaping, Inc. St. Aubin has been a very responsive vendor in previous years.

The program includes various selections of 2½-inch caliper trees, planting, mulching and a one year guarantee. The program again includes a Private Property Tree Planting Program for residents at a pass through cost. The Cost Summary for the 2025 Tree Planting Program is Attachment B. While the City is administering the Private Property Tree Planting Program, the property owner would be responsible for ordering and providing a payment directly to the awarded vendor.

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

STAFF RECOMMENDATION

Staff recommends approval of a motion accepting the unit price proposal from St. Aubin Nursery & Landscaping, Inc., for the purchase and installation of the 2025 Parkway Tree Program in an amount not to exceed \$130,465.

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

This item will be placed on the July 21, 2025 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 21st day of July 2025.**

AYES: _____

NAYS: _____

ABSENT: _____

2025 CITY OF DARIEN TREE PLANTING PARKWAYS & PRIVATE PROPERTY

VENDOR			St. Aubin Nursery & Landscaping, Inc.	Yellowstone Landscape Group	Langton Group	JC Landscaping & Tree Services
VARIABLE QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED - PARKWAYS	PRICE PER TREE PLANTED - PARKWAYS	PRICE PER TREE PLANTED - PARKWAYS	PRICE PER TREE PLANTED - PARKWAYS
1-10	2.5"	Sugar Maple	\$ 375.00	\$ 464.20	\$ 415.48	\$ 575.00
11-20	2.5"	Sugar Maple	\$ 375.00	\$ 422.00	\$ 415.48	\$ 550.00
1-10	2.5"	Red Maple	\$ 375.00	\$ 419.10	\$ 400.41	\$ 575.00
11-20	2.5"	Red Maple	\$ 375.00	\$ 381.00	\$ 400.41	\$ 550.00
1-10	2.5"	Hackberry	\$ 375.00	\$ 437.80	\$ 420.50	\$ 575.00
11-20	2.5"	Hackberry	\$ 375.00	\$ 398.00	\$ 420.50	\$ 550.00
1-10	2.5"	American Linden	\$ 375.00	\$ 423.50	\$ 405.44	\$ 475.00
11-20	2.5"	American Linden	\$ 375.00	\$ 385.00	\$ 405.44	\$ 450.00
1-10	2.5"	Littleleaf Linden	\$ 365.00	\$ 423.50	\$ 443.93	\$ 550.00
11-20	2.5"	Littleleaf Linden	\$ 365.00	\$ 385.00	\$ 443.93	\$ 525.00
1-10	2.5"	Elm – New Horizon	\$ 365.00	\$ 397.10	\$ 375.31	\$ 425.00
11-20	2.5"	Elm – New Horizon	\$ 365.00	\$ 361.00	\$ 375.31	\$ 400.00
1-10	2.5"	Elm - Accolade	\$ 365.00	\$ 397.10	\$ 375.31	\$ 425.00
11-20	2.5"	Elm - Accolade	\$ 365.00	\$ 361.00	\$ 375.31	\$ 400.00
1-10	2.5"	Honey Locust Skyline	\$ 365.00	\$ 419.10	\$ 405.44	\$ 425.00
11-20	2.5"	Honey Locust Skyline	\$ 365.00	\$ 381.00	\$ 405.44	\$ 400.00
1-10	2.5"	Prairie Rose Crabapple	\$ 375.00	\$ 404.80	n/a	\$ 400.00
11-20	2.5"	Prairie Rose Crabapple	\$ 375.00	\$ 368.00	n/a	\$ 375.00
1-15	6-foot high	Colorado Blue Spruce	\$ 365.00	\$ 449.00	\$ 443.93	\$ 425.00
Sub Total Cost - Parkway			\$ 7,035.00	\$ 7,677.20	\$ 6,927.57	\$ 9,050.00
VARIABLE QUANTITY	DIAMETER	SPECIES	St. Aubin Nursery & Landscaping, Inc.	Yellowstone Landscape Group	Langton Group	JC Landscaping & Tree Services
1-20	2.5"	American Linden	\$ 425.00	\$ 404.25	\$ 405.44	\$ 525.00
1-20	2.5"	Norway Maple	\$ 425.00	\$ 400.05	\$ 417.15	\$ 450.00
1-20	2.5"	Honeylocust Skyline	\$ 425.00	\$ 404.25	\$ 405.44	\$ 475.00
1-20	2.5"	Red Maple	\$ 425.00	\$ 400.05	\$ 400.41	\$ 600.00
1-20	2.5"	Swamp White Oak	\$ 425.00	\$ 417.90	\$ 425.52	\$ 550.00
1-20	2.5"	Freeman Maple	\$ 425.00	\$ 400.05	\$ 400.41	\$ 550.00
1-20	2.5"	Sugar Maple	\$ 425.00	\$ 417.90	\$ 415.48	\$ 550.00
1-20	2.5"	Kentucky Coffeetree	\$ 375.00	\$ 417.90	\$ 430.54	\$ 500.00
1-20	2.5"	Purple Maple	\$ 425.00	\$ 417.90	\$ 470.71	\$ 575.00
1-20	2.5"	Northern Red Oak	\$ 425.00	\$ 417.90	\$ 425.52	\$ 550.00
1-20	2.5"	Littleleaf Linden	\$ 425.00	\$ 404.25	\$ 443.93	\$ 525.00
1-20	2.5"	Smoothleaf Elm	\$ 425.00	\$ 379.05	\$ 375.31	\$ 500.00
Sub Total Cost - Private Property			\$ 5,050.00	\$ 4,881.45	\$ 5,015.86	\$ 6,350.00
A. Sub Total Cost Parkways			\$ 7,035.00	\$ 7,677.20	\$ 6,927.57	\$ 9,050.00
B. Sub Total Cost Private Property			\$ 5,050.00	\$ 4,881.45	\$ 5,015.86	\$ 6,350.00
Total Cost A+B			\$ 12,085.00	\$ 12,558.65	\$ 11,943.43	\$ 15,400.00
as read with no bid			bid bond	bid bond	bid bond	no bid bond
				\$ 12,242.65		
			\$ 11,335.00	\$ 11,785.85	\$ 11,943.43	\$ 14,625.00

CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2025
CITY TREE REPLACEMENTS-50/50 TREE PROGRAM GRANT-MORTON ARBORETUM
ST. AUBIN NURSERY & LANDSCAPING, INC.

Attachment B

50/50 TREE PROGRAM							
50/50 PARTICIPATION TO BE CONFIRMED	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	50/50 PROGRAM	CITY COSTS	RESIDENT COST
2	2.5"	American Linden	\$375.00	\$750.00	2	\$375.00	\$375.00
2	2.5"	Hackberry	\$375.00	\$750.00	2	\$375.00	\$375.00
2	2.5"	Honeylocust Skyline	\$365.00	\$730.00	2	\$365.00	\$365.00
2	2.5"	Red Maple	\$375.00	\$750.00	2	\$375.00	\$375.00
2	2.5"	Littleleaf Linden	\$365.00	\$730.00	2	\$365.00	\$365.00
2	2.5"	Elm - New Horizon	\$365.00	\$730.00	2	\$365.00	\$365.00
2	2.5"	Elm - Accolade	\$365.00	\$730.00	2	\$365.00	\$365.00
2	2.5"	Sugar Maple	\$375.00	\$750.00	2	\$375.00	\$375.00
16				\$5,920.00	16	\$2,960.00	\$2,960.00

PARKWAY TREE REPLACEMENTS - 2.5 INCH					
QUANTITY	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	CITY COSTS
7	2.5"	American Linden	\$375.00	\$2,625.00	\$2,625.00
8	2.5"	Hackberry	\$375.00	\$3,000.00	\$3,000.00
6	2.5"	Honeylocust Skyline	\$365.00	\$2,190.00	\$2,190.00
7	2.5"	Red Maple	\$375.00	\$2,625.00	\$2,625.00
6	2.5"	Littleleaf Linden	\$365.00	\$2,190.00	\$2,190.00
8	2.5"	Elm - New Horizon	\$365.00	\$2,920.00	\$2,920.00
5	2.5"	Elm - Accolade	\$365.00	\$1,825.00	\$1,825.00
7	2.5"	Sugar Maple	\$375.00	\$2,625.00	\$2,625.00
54				\$20,000.00	\$20,000.00

PARKWAY TREE REPLACEMENTS 75th STREET - 2.5 INCH					
QUANTITY	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	CITY COSTS
3	2.5"	American Linden	\$375.00	\$1,125.00	\$1,125.00
1	2.5"	Hackberry	\$375.00	\$375.00	\$375.00
1	2.5"	Honeylocust Skyline	\$365.00	\$365.00	\$365.00
2	2.5"	Red Maple	\$375.00	\$750.00	\$750.00
1	2.5"	Littleleaf Linden	\$365.00	\$365.00	\$365.00
2	2.5"	Elm - New Horizon	\$365.00	\$730.00	\$730.00
1	2.5"	Elm - Accolade	\$365.00	\$365.00	\$365.00
2	2.5"	Sugar Maple	\$375.00	\$750.00	\$750.00
13				\$4,825.00	\$4,825.00

GRANT-MORTON ARBORETUM					
QUANTITY	DIAMETER	SPECIES	PRICE PER PLANTED TREE	TOTAL TREE COST	CITY COSTS
32	2.5"	American Linden	\$375.00	\$12,000.00	\$12,000.00
32	2.5"	Hackberry	\$375.00	\$12,000.00	\$12,000.00
32	2.5"	Honeylocust Skyline	\$365.00	\$11,680.00	\$11,680.00
32	2.5"	Red Maple	\$375.00	\$12,000.00	\$12,000.00
32	2.5"	Littleleaf Linden	\$365.00	\$11,680.00	\$11,680.00
32	2.5"	Elm - New Horizon	\$365.00	\$11,680.00	\$11,680.00
32	2.5"	Elm - Accolade	\$365.00	\$11,680.00	\$11,680.00
32	2.5"	Sugar Maple	\$375.00	\$12,000.00	\$12,000.00
264				\$94,720.00	\$94,720.00
WATERING BAGS			LUMP SUM		\$5,000.00
TOTAL GRANT AND REIMBURSEMENT					\$99,720.00

TOTAL TREE PROGRAM COST					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 2526 BUDGET	PROPOSED EXPENDITURE	RESIDENT REIMBURSEMENT	PROPOSED BALANCE
01-30-4350	Forestry-Residential 50/50 Program - Parkway Replacement City Expense	\$3,000.00	\$2,960.00	N/A	\$40.00
01-30-4350	Forestry-Residential 50/50 Program - Resident Reimbursement Expense	\$3,000.00	\$2,960.00	\$2,960.00	\$40.00
01-30-4350	Forestry-Parkway Replacement Trees-City Removals	\$20,000.00	\$20,000.00	N/A	\$0.00
01-30-4350	Forestry-Replacement Trees - 75th Street	\$5,000.00	\$4,825.00	N/A	\$175.00
01-30-4350	Forestry-Tree Planting Grant Replacement	\$100,000.00	\$99,720.00	N/A	\$280.00
TOTALS		\$131,000.00	\$130,465.00	\$2,960.00	\$535.00

SECTION II**BIDDER SUMMARY SHEET****Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing 2025**

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

Firm Name: ST. AUBIN NURSERY & LANDSCAPE, INC.

Address: 35445 IRENE RD

City, State, Zip Code: KIRKLAND, IL 60146

Contact Person: TODD SULLIVAN

FEIN #: 20-1557659

Phone: (815) 522-3535 Fax: () N/A

E-mail Address: INFO@STAUBIN.COM

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

CITY OF DARIEN TREE QUOTE – PARKWAYS

Variable Quantity	Diameter	Species	Price Per Tree Planted
1 – 10	2.5"	Sugar Maple	375
11 – 20	2.5"	Sugar Maple	375
1 – 10	2.5"	Red Maple	375
11 – 20	2.5"	Red Maple	375
1 – 10	2.5"	Hackberry	375
11 – 20	2.5"	Hackberry	375
1 – 10	2.5"	American Linden	375
11 – 20	2.5"	American Linden	375
1 – 10	2.5"	Littleleaf Linden	365
11 – 20	2.5"	Littleleaf Linden	365
1 – 10	2.5"	Elm – New Horizon	365
11 – 20	2.5"	Elm – New Horizon	365
1 – 10	2.5"	Elm - Accolade	365
11 – 20	2.5"	Elm - Accolade	365
1 – 10	2.5"	Honey Locust Skyline	365
11 – 20	2.5"	Honey Locust Skyline	365
1 – 10	2.5"	Prairie Rose Crabapple	375
11 – 20	2.5"	Prairie Rose Crabapple	375
1 – 15	6-foot high	Colorado Blue Spruce	365
A. Sub Total Cost Parkway			7035

CITY OF DARIEN TREE QUOTE – PRIVATE

Variable Quantity	Diameter	Species	Price Per Tree Planted
1 – 20	2.5"	American Linden	425
1 – 20	2.5"	Norway Maple	425
1 – 20	2.5"	Honeylocust Skyline	425
1 – 20	2.5"	Red Maple	425
1 – 20	2.5"	Swamp White Oak	425
1 – 20	2.5"	Freeman Maple	425
1 – 20	2.5"	Sugar Maple	425
1 – 20	2.5"	Kentucky Coffeetree	375
1 – 20	2.5"	Purple Maple	425
1 – 20	2.5"	Northern Red Oak	425
1 – 20	2.5"	Littleleaf Linden	425
1 – 20	2.5"	Smoothleaf Elm	425
B. Sub Total Cost Private Property			5050

CITY OF DARIEN TREE QUOTE - BID SHEET

A. Sub Total Cost Parkways	\$ 7,035 -
B. Sub Total Cost Private Property	\$ 5,050 -
Total Cost of A+B	\$ 12,085 -

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

AVAILABILITY SUBJECT TO PRIOR ORDERS

Firm Name: St Aubin Nursery & Landscape, Inc.

Signature of Authorized Representative: [Signature]

Title: President

Date: May 23, 2025

ACCEPTANCE: This proposal is valid for 30 calendar days from the date of submittal.

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

CITY OF DARIEN

CONTRACT

This Contract is made this _____ day of _____, 20____ by and between the City of Darien (hereinafter referred to as the "City") and ST. AUBIN NURSERY + LANDSCAPING, INC. (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

In consideration of the promises and covenants made herein by the City and the CONTRACTOR (hereinafter referred to collectively as the "PARTIES"), the PARTIES agree as follows:

SECTION 1: THE CONTRACT DOCUMENTS: This Contract shall include the following documents (hereinafter referred to as the "CONTRACT DOCUMENTS") however this Contract takes precedence and controls over any contrary provision in any of the CONTRACT DOCUMENTS. The Contract, including the CONTRACT DOCUMENTS, expresses the entire agreement between the PARTIES and where it modifies, adds to or deletes provisions in other CONTRACT DOCUMENTS; the Contract's provisions shall prevail. Provisions in the CONTRACT DOCUMENTS unmodified by this Contract shall be in full force and effect in their unaltered condition.

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the City's bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the City

SECTION 2: SCOPE OF THE WORK AND PAYMENT: The CONTRACTOR agrees to provide labor, equipment and materials necessary to provide the services as described in the CONTRACT DOCUMENTS and further described below:

2025 Tree Planting and Mulching for parkways within the City of Darien and Tree Planting and Mulching for private properties-Unit Pricing

(Hereinafter referred to as the "WORK") and the City agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

SECTION 3: ASSIGNMENT: CONTRACTOR shall not assign the duties and obligations involved in the performance of the WORK which is the subject matter of this Contract without the written consent of the City.

SECTION 4: TERM OF THE CONTRACT: This Contract shall commence on the date of its execution. The WORK shall commence upon receipt of a Notice to Proceed and continue expeditiously for 30 days from that date until final completion. This Contract shall terminate upon completion of the WORK, but may be terminated by either of the PARTIES for default upon failure to cure after ten (10) days prior written notice of said default from the aggrieved PARTY. The City, for its convenience, may terminate this Contract with thirty (30) days prior written notice.

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the City, PARK DISTRICT, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any injuries or damages received or sustained by any person, persons or property on account of any act or omission, neglect or misconduct of said CONTRACTOR, its officers, agents and/or employees arising out of, or in performance of any of the provisions of the

CONTRACT DOCUMENTS, including any claims or amounts recovered for any infringements of patent, trademark or copyright; or from any claims or amounts arising or recovered under the "Worker's Compensation Act" or any other law, ordinance, order or decree. In connection with any such claims, lawsuits, actions or liabilities, the City, its officials, officers, directors, agents, employees, representatives and their assigns shall have the right to defense counsel of their choice. The CONTRACTOR shall be solely liable for all costs of such defense and for all expenses, fees, judgments, settlements and all other costs arising out of such claims, lawsuits, actions or liabilities. The Contractor shall not make any settlement or compromise of a lawsuit or claim, or fail to pursue any available avenue of appeal of any adverse judgment, without the approval of the City and any other indemnified party. The City or any other indemnified party, in its or their sole discretion, shall have the option of being represented by its or their own counsel. If this option is exercised, then the Contractor shall promptly reimburse the City or other indemnified party, upon written demand, for any expenses, including but not limited to court costs, reasonable attorneys' and witnesses' fees and other expenses of litigation incurred by the City or other indemnified party in connection therewith. Execution of this Contract by the City is contingent upon receipt of Insurance Certificates provided by the CONTRACTOR in compliance with the CONTRACT DOCUMENTS.

SECTION 6: COMPLIANCE WITH LAWS: The bidder shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and City governments, which may in any manner affect the preparation of bids or the performance of the Contract. Bidder hereby agrees that it will comply with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., including the provision dealing with sexual harassment and that if awarded the Contract will not engage in any prohibited form of discrimination in employment as defined in that Act and will require that its subcontractors agree to the same restrictions. The contractor shall maintain, and require that its subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Contractors and all subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act. Contractors and all subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the City prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS it shall be considered received if it is delivered in person, sent by registered United States mail, return receipt requested, delivered by messenger or mail service with a signed receipt, sent by facsimile or e-mail with an acknowledgment of receipt, to the following:

City of Darien
1702 Plainfield Road
Darien, IL 60561
Attn: Director of Municipal Services

SECTION 8: STANDARD OF SERVICE: Services shall be rendered to the highest professional standards to meet or exceed those standards met by others providing the same or similar services in the Chicagoland area. Sufficient competent personnel shall be provided who with supervision shall complete the services required within the time allowed for performance. The CONTRACTOR'S personnel shall, at all times present a neat appearance and shall be trained to handle all contact with City residents or City employees in a respectful manner. At the request of the City Administrator or a designee, the CONTRACTOR shall replace any incompetent, abusive or disorderly person in its employ.

SECTION 9: PAYMENTS TO OTHER PARTIES: The CONTRACTOR shall not obligate the City to make payments to third parties or make promises or representations to third parties on behalf of the City without prior written approval of the City Administrator or a designee.

SECTION 10: COMPLIANCE: CONTRACTOR shall comply with all of the requirements of the Contract Documents, including, but not limited to, all other applicable local, state and federal statutes, ordinances, codes, rules and regulations.

SECTION 11: LAW AND VENUE: The laws of the State of Illinois shall govern this Contract and venue for legal disputes shall be DuPage County, Illinois.

SECTION 12: MODIFICATION: This Contract may be modified only by a written amendment signed by both PARTIES.

FOR: THE CITY

By: _____

Print Name: _____

Title: Mayor

Date: _____

FOR: THE CONTRACTOR

by: 

Print Name: C. TODD SULLIVAN

Title: PRESIDENT

Date:  9/28/2015

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

Approval of a resolution authorizing the City Administrator to execute an amended Intergovernmental Antenna and Equipment Space Agreement with the DuPage Public Safety Communications (DU-COMM) for telecommunications equipment on the Darien cell tower site located at 1041 S. Frontage Road.

RESOLUTION**BACKGROUND**

An IGA with DU-COMM was approved by the City Council in March 2019. As additional information DU-COMM is one of the two consolidated dispatch centers in DuPage County, along with ACDC, for dispatching to various public safety districts including Darien Police Department. To date, DU-COMM is utilizing the City's owned and maintained infrastructure, Tower B, and the sheltered interior area's racking system with ACDC. There is additional racking available, to which DU-COMM is requesting to utilize for additional telecommunications and backup equipment. Attached, as Exhibits are the following:

Exhibit 1-Leasee Equipment List

Exhibit 2-2 pages Pixs of Existing Equipment and Proposed for Racking System

Exhibit 3-Tower B Existing Depiction of Equipment

DU-COMM's lease is in the form of an intergovernmental agreement with the following terms:

5-year durations with 4, 5-year automatic renewals

No Rent

Equipment for Tower B

Equipment within the shelter racking space

The IGA is amended as follows:

DU-COMM to utilize the additional racking space as per the attached Exhibit 1 and 2.

Term Dates Revised

Revisions-Tower A No Longer Utilized for Equipment

STAFF RECOMMENDATION

Staff recommends approval of a resolution authorizing the City Administrator to execute an amended Intergovernmental Antenna and Equipment Space Agreement with the DuPage Public Safety Communications (DU-COMM) for telecommunications equipment on the Darien cell tower site located at 1041 S. Frontage road

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the July 21, 2025, City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN
AMENDED INTERGOVERNMENTAL ANTENNA AND EQUIPMENT SPACE
AGREEMENT WITH THE DUPAGE PUBLIC SAFETY COMMUNICATIONS (DU-
COMM) FOR TELECOMMUNICATIONS EQUIPMENT ON THE DARIEN CELL
TOWER SITE LOCATED AT 1041 S. FRONTAGE ROAD**

**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 authorizing the City Administrator to execute an amended Intergovernmental Antenna and Equipment Space Agreement with the DuPage Public Safety Communications (DU-COMM) for telecommunications equipment on the Darien cell tower site located at 1041 S. Frontage Road 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 AND APPROVED BY THE CITY COUNIL OF THE CITY OF DARIEN,
DUPAGE COUNTY, ILLINOIS**, this 21st day of July 2025.

AYES: _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS**, this 21st day of July 2025.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

INTERGOVERNMENTAL ANTENNA AND EQUIPMENT SPACE AGREEMENT

This Intergovernmental Antenna and Equipment Space Agreement (the “Agreement”) is made and entered into this 21st day of July, 2025 by and between the **CITY OF DARIEN**, DuPage County, Illinois (the “Lessor”) and the **DUPAGE PUBLIC SAFETY COMMUNICATIONS**, an Illinois municipal cooperative, commonly referred to as “DU-COMM,” with offices at 420 N. County Farm Road, Wheaton, Illinois 60187 (the “Lessee”) pursuant to their powers of intergovernmental cooperation under statute (5 ILCS 220/1 et seq.) and the Illinois constitution (Ill. const. Article VII Section 10).

WITNESSETH:

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. Premises. Lessor hereby leases to the Lessee a portion of that certain space (the “Tower Space”) on the Lessor’s Tower B, located at 1041 S. Frontage Road, Darien, IL 60561, together with the non-exclusive right with prior notice to the Lessor for ingress and egress (the “Right-of-Way”), seven (7) days a week, twenty-four (24) hours a day, on foot or motor vehicle, including trucks, and for the installation and maintenance of the antennas and equipment in accordance with Section 2 of the Agreement. The Tower Space and the Right-of-Way are hereafter jointly referred to as the “Premises”.

2. Right of Lessee to erect public safety communications antennas.

The Lessee shall have the right to erect and maintain public safety communications antennas on the Tower B Space, together with appurtenant cables and receivers. The public safety communications shall be operated by DU-COMM for the benefit of Lessee and other units of local government. Included in this Lease shall be space for equipment in the communications building adjoining the Towers, which building is depicted in Exhibit 1 and 2. Lessor shall at all

times, at its sole cost and expense, properly repair, maintain and keep the communications building adjoining the Towers in good, working condition. Neither Lessor nor Lessee shall use the communications building adjoining the Towers for storage or any other use that may interfere with either Lessor's or Lessee's use of the Towers. A current list of Lessee's Equipment is attached hereto and made a part hereof as Exhibits 1 and 2 and said list shall be updated, as appropriate, when new or replacement Equipment is installed by the Lessee on the Premises. Any new or replacement equipment installed by the Lessee on the Premises shall be installed in the same location as the equipment it is replacing unless first approved by the Lessor in writing, which approval shall not be unreasonably withheld. The updated list shall not be treated as a lease amendment.

A. Lessee shall at all times fully and promptly comply with all applicable rules and regulations of the Federal Aviation Administration and the Federal Communications Commission.

B. Such antennas shall be erected and maintained at the sole expense of the Lessee and at its sole risk. Lessee shall pay for any and all damage to persons as well as property that may be caused by the erection or maintenance of such antennas and shall save and hold the Lessor harmless from any and all loss or damage by reason of such erection or maintenance.

C. Maintenance shall be considered to include any technical upgrade or improvement of the antennas and appurtenant systems during the course of this Lease provided that such upgrade does not interfere with the Lessor rights to the quiet and peaceful enjoyment of the Premises. All equipment replacements or additions should be identified to Lessor prior to installation. Any replacements and additions that add

additional size or weight which may affect the structural safety of the towers shall be subject to Lessor approval of plan, structural analysis and permits at Lessee's expense.

D. Lessor shall make available to the Lessee the minimal electrical service necessary to operate the radio equipment listed in Exhibits 1 and 2. If the installation of additional equipment solely by the Lessee results in an increase in electrical service cost, the Lessee shall be responsible to pay such increase only if the cost to the Lessor that is attributable to DU-COMM increases greater than ten (10%) percent. The Lessee shall not be responsible for any increase in electrical service cost attributable to equipment installed by other entities sharing the Premises.

3. Term.

The Premises are leased for a term to commence on July 21, 2025 and end July 20, 2030, or such earlier time and date as this Lease may be terminated as provided below, except that, if any such date falls on a Sunday or a holiday, then this Lease shall end on the next business day following the above mentioned date.

This Agreement will be automatically renewed for an additional sixty (60) month period at the end of any Agreement period unless either party notifies the other in writing of their intent to not renew at least one hundred eighty (180) days in advance of the termination date of the Agreement. This Agreement may be renewed for four (4) additional five year (5) year terms.

4. Rent. The total annual rent shall be \$0.00.

5. Use and Occupancy. Lessee shall use and occupy the Premises for no purpose other than that described herein.

6. Care and Repair of Premises. Lessee shall commit no act of waste and shall take good care of the towers' locations, fixtures, and appurtenances on it, and shall, in the use and occupancy of the towers' locations, conform to all laws, orders, and regulations of the Federal, State,

and Municipal governments or any of their departments. Lessee shall make all repairs to the Premises made necessary by misuse or neglect by the Lessee, the Lessee's agents, servants, or licensees. Upon termination of this Lease, the public safety antennas and all of its appurtenances shall be removed by the Lessee in a careful and prudent manner so as not to damage the demised premises; such removal shall occur within 30 days from the date of termination, weather permitting. The public safety antennas and its appurtenances shall remain the property of the Lessee despite the fact that they are affixed to the towers.

7. Lessee's Personal Property. Lessor acknowledges and agrees that all personal property, equipment, apparatus, fittings, fixtures and trade fixtures installed or stored on the Premises by Lessee constitute personal property, not real property, and shall continue to be the personal and exclusive property of Lessee, including, without limitation, all communication equipment, antennas, switches, cables, wiring and associated equipment or personal property placed upon the Premises by the Lessee (collectively, "Lessee's Equipment"). Lessee's Equipment shall remain at all times the personal property of Lessee, and neither Lessor nor any person claiming by through or under Lessor shall have any right, title or interest (including without limitation, a security interest) in Lessee's Equipment. Lessee's successors shall the right to remove Lessee's Equipment at any time during the term of this Lease or its earlier termination. Lessee may not store unused equipment on the Premises.

8. Interference.

A. During the term of this Agreement, Lessee shall not interfere with the Lessor's equipment, cabling or antenna located on the Premises. Lessee warrants that its use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Lessor, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations. Lessee further warrants that it will operate keep and maintain the equipment and antenna at

all times in compliance with applicable governmental approvals and requirements to prevent material interference with other authorized radio frequency users of the Property. Lessee further agrees to cooperate with the other authorized users of the Property to identify and eliminate interference problems, and Lessee agrees to cooperate with Lessor and such other tenant(s) and/or licensee(s) to resolve any disputes over radio frequency interference.

B. During the term of this Agreement, or subsequent Renewal Terms, Lessor shall not interfere with the Lessee's equipment, cabling or antenna located on the Premises, including the Tower.

C. Lessor shall not use, nor shall Lessor permit any other Lessee to use any portion of the Premises in any way which materially interferes with the operations of Lessee. Such interference shall be deemed a material breach by Lessor, and Lessor shall have the responsibility to promptly cause any such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Lessor shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purpose of testing. In the event any such interference does not cease promptly, Lessee shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Agreement. Lessee shall cooperate with Lessor and with any other users of the Tower to accommodate lawful activities in and about the Premises and to prevent or eliminate such unnecessary interference.

D. Lessee shall not use any portion of the Premises in any way which materially interferes with the operations of Lessor or any other Lessee. Such interference shall be deemed a material breach by Lessee, and Lessee shall have the responsibility to promptly cause any

such interference to be eliminated. If said interference cannot be eliminated within twenty-four (24) hours after receipt of notice that such interference is occurring, Lessee shall discontinue or cause to be discontinued the operation of any equipment causing the interference until the same can be corrected, except for such intermittent operation as may be necessary for the purpose of testing. In the event any such interference does not cease promptly, Lessor shall have the right, in addition to any other right that it may have at law or in equity, to enjoin such interference or to terminate this Agreement. Lessee shall cooperate with Lessor and with any other users of the Tower to accommodate lawful activities in and about the Premises and to prevent or eliminate such unnecessary interference.

E. Notwithstanding anything to the contrary in this paragraph, Lessor shall have the right, upon prior written notice to Lessee, to engage in maintenance, repair and replacement operations related to the Tower and the Premises. In the event that such activities may or will cause ongoing material interference with Lessee's operations, Lessee shall have the right, until the completion of Lessor's work, to install a temporary public safety communications facility on the Premises.

9 Prohibition of Assignment. Lessee shall not, without first obtaining the written consent of the Lessor, assign in whole or in part, or sublet or any part of the towers' locations to another without first obtaining the written consent of the Lessor.

10 Other Grounds for Termination. The Lessee may terminate the lease upon ninety (90) days written notice to the Lessor. Lessor may terminate this Lease upon damage or destruction of the demised premises during the Lease term. Should the property be destroyed during the Lease term, and should the Lessor elect to reconstruct a similar improvement on the property, Lessee shall have the right to erect public safety antennas as described herein on the new improvement.

11 Effect of Failure to Insist on Strict Compliance with Conditions. The failure of either party to insist on strict performance of any covenant or condition of this Agreement, or to exercise any option contained herein, shall not be construed as a waiver of such covenant, condition, or option in any other instance. This Lease cannot be changed or terminated orally. Any and all amendments to this Lease shall be made in writing and agreed to by both parties.

12 Mechanics Lien. Lessee shall within thirty (30) days after notice from the Lessor discharge any mechanics liens from materials or labor claimed to have been furnished to the premises on the Lessee's behalf.

13. Notices. Any notice, demand or communication which Lessor or Lessee shall desire or be required to give pursuant to the provisions of this Lease shall be in writing, sent by registered or certified mail; and the giving of any such notices shall be deemed complete upon mailing in a United States Post Office with postage charges prepaid, or upon receipt if personally delivered or sent by next-business day delivery via a nationally recognized overnight courier addressed to the party intended to be given such notice at its address set forth in this Section or to such other address as such party may have designated by notice similarly given.

If to the Lessee:

DuPage Public Safety Communications
420 N. County Farm Road
Wheaton, Illinois 60187
Attention: Director

With a copy to:

If to the Lessor:

City of Darien

1702 Plainfield Road
Darien, Illinois 60561
Attention: City Administrator

With a copy to:

John B. Murphey
Odelson, Sterk, Murphey, Frazier & McGrath, Ltd.
3318 W. 95th Street
Evergreen Park, Illinois 60805

14. Lessee's Right to Inspection, Repair, and Maintenance. Lessee, or the Lessee's agents, may enter the premises at any reasonable time, upon adequate notice to the Lessor (except that no notice need to be given in the case of an emergency) for the purpose of inspection or the making of repairs, replacements, or additions to the equipment and public safety antennas.

15. Peaceful Enjoyment. Lessee covenants that it shall maintain and conduct the activities associated with the erection and maintenance of the public safety antennas so as not to interfere with the rights of the Lessor to the peaceable and quiet enjoyment of the premises.

16. Indemnification; Insurance.

A. Lessee agrees to indemnify, defend and hold Lessor harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Lessee's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Lessor, its employees, agents or independent contractors.

B. Lessee, at its own cost and expense, will maintain commercial general liability insurance with limits of \$3,000,000.00 per occurrence for bodily injury (including death) and for damage or destruction of property. Lessee agrees to name Lessor, its officers,

agents and employees as additional Insureds. Lessee shall require that all contractors and subcontractors of Lessee maintain the same insurance with the same limits as required of the Lessee under this Agreement again with the Lessor, its officers, agents and employees being named as additional Insureds.

17. Binding Effect on Successors and Assigns. The provisions of this Lease shall apply to, bind, and inure to the benefit of the Lessor and Lessee, their respective successors, legal representatives, and assigns. It is understood that the term "Lessor" as used in this Lease means the owner, or a mortgagee in possession, so that in the event of any sale or transfer of title in the property the undersigned Lessor shall be freed and relieved of all covenants and obligations accruing under this Agreement. It shall be deemed without further agreement that any purchaser or successor in title to the current Lessor assumes the obligations and agrees to carry out any of all covenants and obligations of the Lessor under this Agreement.

IN WITNESS THEREOF, the parties have caused this Intergovernmental Agreement to be approved and executed as of the date first above written.

**DUPAGE PUBLIC SAFETY
COMMUNICATIONS**

By: _____

Its: _____

CITY OF DARIEN

By: _____

Its: _____

ATTEST:

EXHIBIT 1

Lessee Equipment Inventory and Infrastructure Utilization

Exhibit 1-Leasee Equipment List

Exhibit 2-2 pages Pixs of Existing Equipment and Proposed for Racking System

Exhibit 3-Tower B Existing Depiction of Equipment

EXHIBIT 1

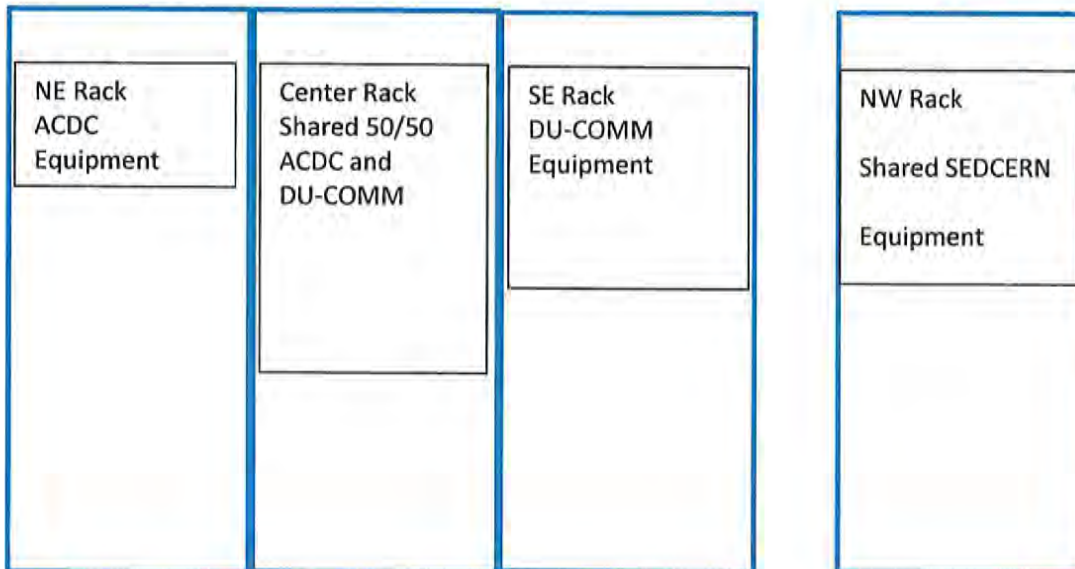
Lessee Equipment List

PROPOSED ACDC LEASE AGREEMENT ATTACHMENT

SHELTER:

DuPage County Public Safety dispatch agencies (ACDC and DUCOMM) have four racks with equipment in the existing shelter. The allocation of space in those racks will be:

- NW rack (shared SEDCERN equipment)
- NE rack (ACDC equipment)
- SE rack (DUCOMM equipment)
- Center rack (shared equipment DU-COMM and ACDC space shared 50/50)



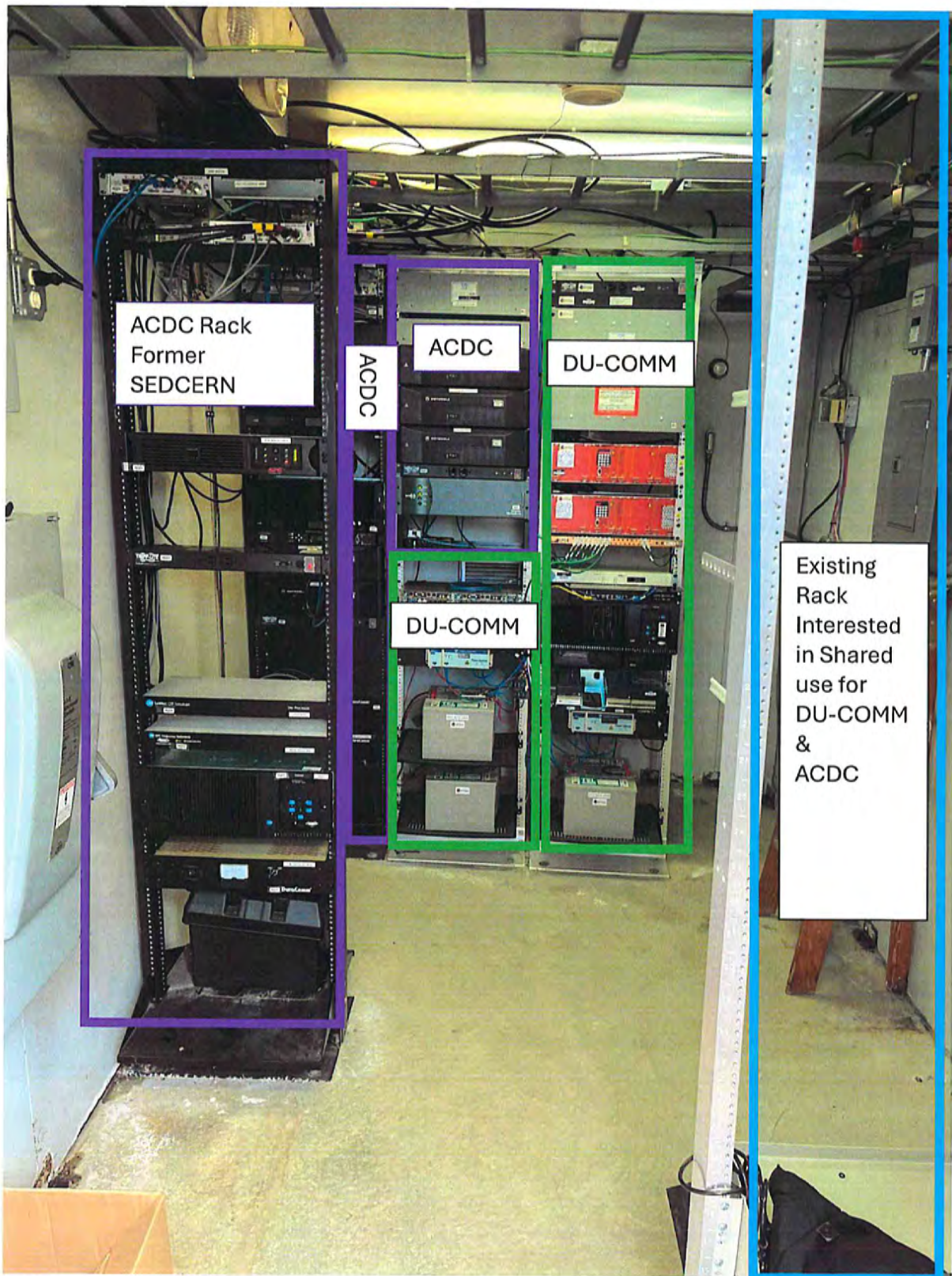
Ice Bridge:

New ice-bridge will be installed from the north side of the existing shelter to the south east leg of Tower B as shown in the attached drawing. New vertical cable ladder will be installed near the southeast leg. Ice bridge and cable ladder will be shared by ACDC and DUCOMM.

Tower B:

Antennas and microwave dishes will be installed as shown on the attached drawing. Ownership is identified on the attached tower drawing.

EXHIBIT 2 - 1 OF 2



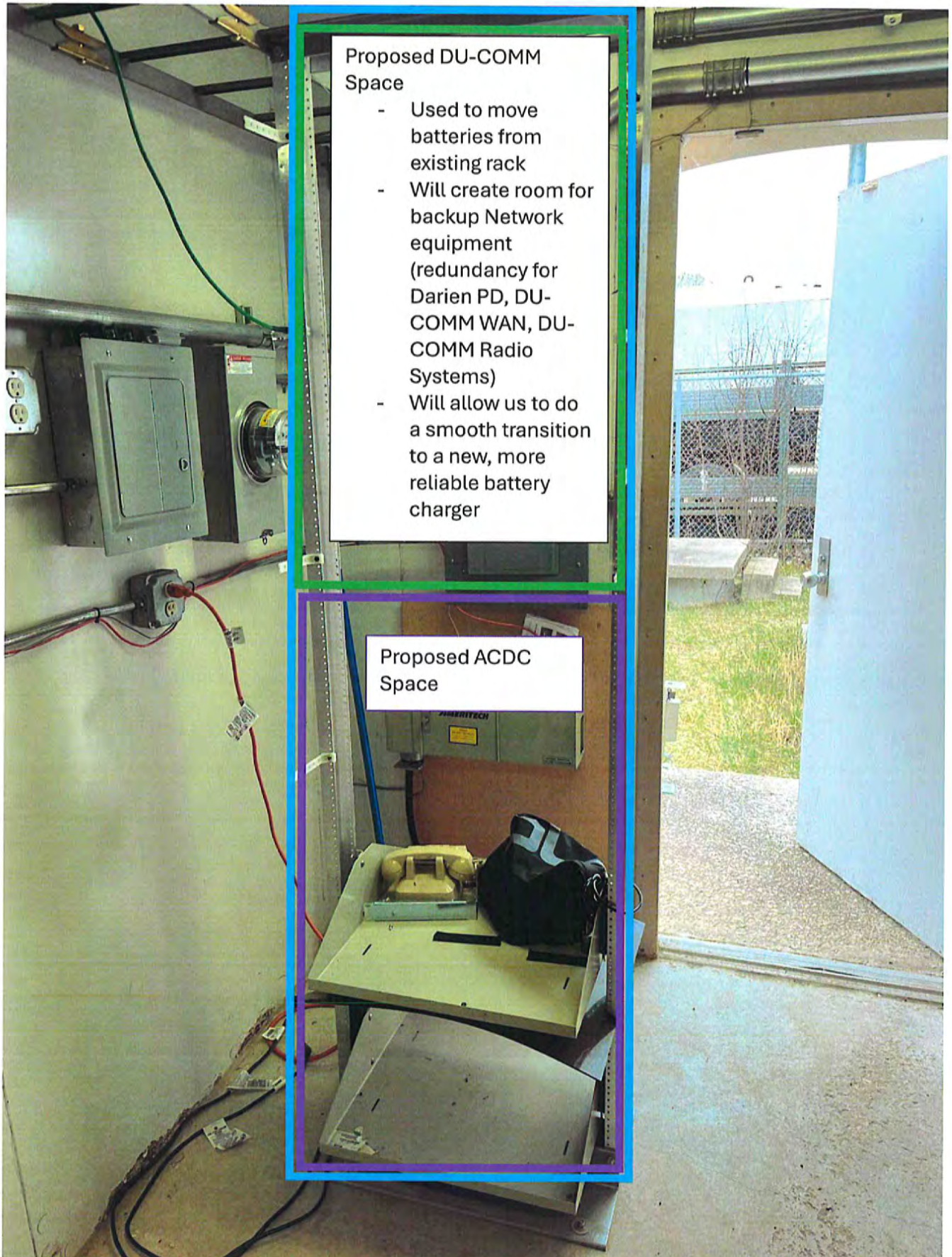


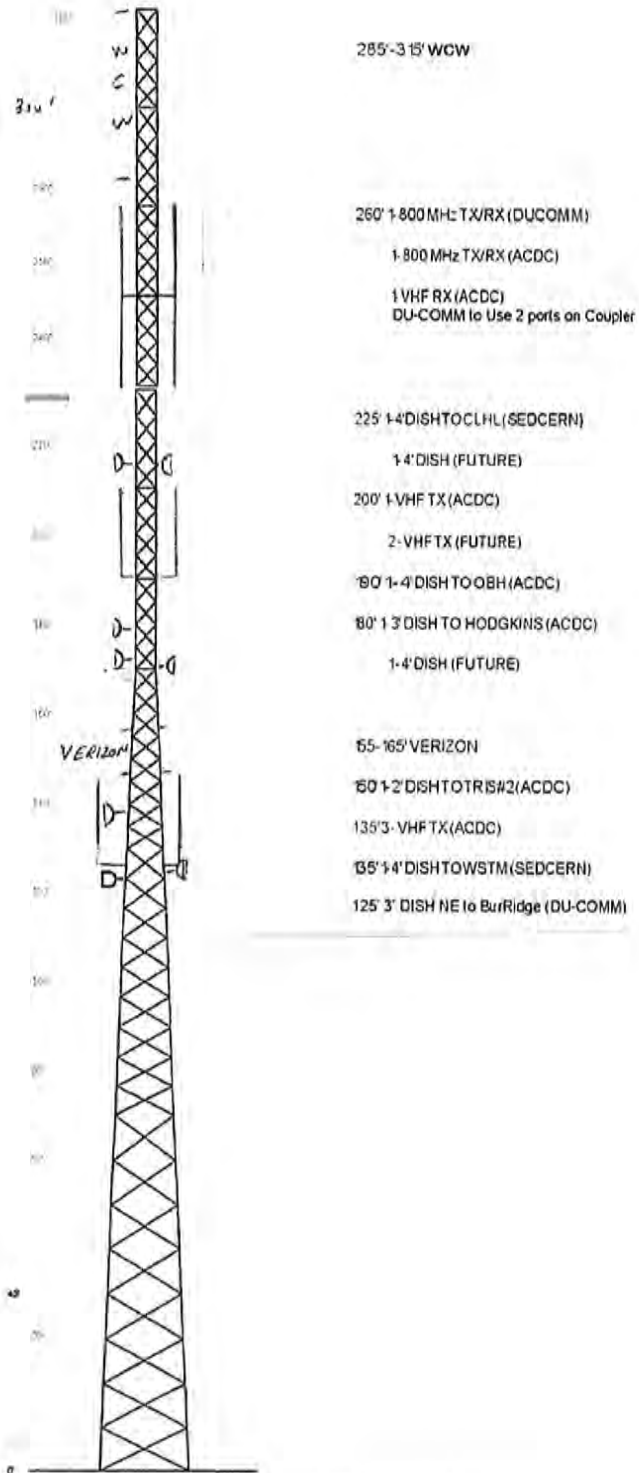
EXHIBIT 3

PROPOSED MIGRATION

PUBLIC SAFETY EQUIPMENT

CITY OF DARIEN

TOWER "B" 3/26/18 Final



MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

A motion approving to execute a contract with Compass Minerals America, Inc., for the purchase of rock salt in an amount not to exceed \$109,582.92. Exhibit A.

BACKGROUND/HISTORY

The rock salt is utilized by the Municipal Services Department for street de-icing operations during the snow season. The City continues to partner with the DuPage County for the purchase of rock salt. Recently, the County has approved a contract with Compass Minerals America, Inc., in the amount of \$70.79 per ton. See Attachment A. The price per ton last year was \$73.90 is approximately 4.4% less than last year's cost per ton.

As part of the joint contract, the City committed to receive up to 1,500 tons of salt. The Darien Park District and Center Cass School District #66 will be purchasing up to 40 and 8 tons respectively of rock salt not to exceed \$2,831.60 and \$566.32.

The proposed expenditure would be expended from the following account:

Account Number	Account Description	FY 25-26 Budget	Proposed Expenditure	Proposed Balance
03-60-4249	City Of Darien 1500 Tons	\$111,562.00	\$ 106,185.00	\$5,377
01-30-4249	Darien Park District - Reimbursable 40 Tons	N/A	\$ 2,831.60	N/A
01-30-4249	Center Cass School Dist. 66 - Reimbursable 8 Tons	N/A	\$ 566.32	N/A
TOTAL COSTS			\$ 109,582.92	\$5,377

STAFF RECOMMENDATION

Staff recommends approval of this motion with Compass Minerals America, Inc., for the purchase of rock salt in an amount not to exceed \$109,582.92.

ALTERNATE CONSIDERATION

Not approving the contract.

DECISION MODE

This item will be placed on the July 21, 2025 City Council agenda for formal approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 21st day of July 2025.

AYES: _____

NAYS: _____

ABSENT: _____

DuPage County Division of TransportationProject: **2025 Bulk Rock Salt** Sec. No: **25-0SALT-02-MS**Date of Letting: **June 5, 2025 2:00 P.M.**

Item No.	Items	Unit	Quantity	Engineer's Estimate		Compass Minerals America Inc. 9900 W. 109th Street Overland Park, KS 66210		Morton Salt, Inc. 444 West Lake Street Chicago, IL 60606	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
	GROUP 1								
	ROCK SALT	TON	10000	\$75.00	750,000.00	\$70.79	707,900.00	\$73.40	734,000.00
	ROCK SALT (130% to 150%)	TON			0.00	\$70.79	0.00	\$93.40	0.00
Bidder's Total Proposal for Group 1				\$750,000.00		\$707,900.00		\$734,000.00	

	GROUP 2								
	ROCK SALT	TON	45270	\$75.00	3,395,250.00	\$70.79	3,204,663.30	\$73.40	3,322,818.00
	ROCK SALT, EARLY DELIVERY	TON	1650	\$75.00	123,750.00	\$70.79	116,803.50	\$73.40	121,110.00
	ROCK SALT (130% to 150%)	TON			0.00	\$70.79	0.00	\$93.40	0.00
Bidder's Total Proposal for Group 2				\$3,519,000.00		\$3,321,466.80		\$3,443,928.00	



**Illinois Department
of Transportation**

**Local Public Agency Material
Proposal or Deliver & Install Proposal**

Proposal Submitted By:

Contractor's Name

Compass Minerals America Inc.

Contractor's Address

9900 W. 109th St

City

Overland Park

State

KS

Zip Code

66210

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

25-0SALT-02-MS

Street Name/Road Name

2025 Salt Purchase

Type of Funds

MFT and other funds

☒ Material proposal ☐ Deliver and Install Proposal ☐ Plans

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

County Engineer
On behalf of IDOT pursuant to
Agreement of Understanding
dated June 18, 2024

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of the DuPage County Division of Transportation

421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187	until 2:00 PM	on 06/05/25
Address	Time	Date

1. Plans and proposal forms will be available in the office of

online at https://www.dupagecounty.gov/government/departments/transportation/doing_business/bids_and_lettings.php
--

2. ☐ Prequalification

If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.

- The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.
- A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
- Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 25-0SALT-02-MS".

By Order of

Awarding Authority

County of DuPage

County Engineer/Superintendent of Highways/
Municipal Clerk

William C. Eidson	Date 05/01/25
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Material Proposal or Deliver & Install Proposal

To

Awarding Authority

County of DuPage

Awarding Authority Address

421 N. County Farm Road	City Wheaton	State IL	Zip Code 60187
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If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/25, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
- The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached.

If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: County Treasurer of DuPage.

The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____).

Discounts will be allowed for payment as follows: _____ calendar days _____ calendar days

Discounts will not be considered in determining the low bidder

Bidder

By

Title

Address

City

State

Zip Code



**Illinois Department
of Transportation**

Bid Bond Number: 84614-LIB-25-17

**Local Public Agency
Proposal Bid Bond**

Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

WE, Compass Minerals America Inc.

as PRINCIPAL, and

Liberty Mutual Insurance Company

as SURETY, are held jointly,

severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE if the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surety guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 2nd of June, 2025.
Day Month and Year

Principal

Company Name

Compass Minerals America Inc.

Signature & Date

By:

[Signature] 6/3/25

Title

Director, US Highway Sales

Company Name

Signature & Date

By:

[Signature]

Title

[Signature]

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

Surety

Name of Surety

Liberty Mutual Insurance Company

Signature of Attorney-in-Fact Signature & Date

By:

[Signature]
Marie Claire Trinidad, Attorney-In-Fact June 2, 2025

STATE OF Ks
COUNTY OF Johnson

*Please see attached CA All-Purpose
Acknowledgment for Surety

I Alan Emmons, a Notary Public in and for said county do hereby certify that

Joel Gerdes

(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)

who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY; appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

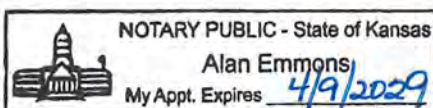
Given under my hand and notarial seal this 3rd day of June, 2025.
Day Month and Year

Notary Public Signature & Date

[Signature] 6/3/2025

Date commission expires 4/9/2029

(SEAL, if required by the LPA)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE§ 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Orange)

On 6-2-2025 before me, Kathy R. Mair, Notary Public,
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Marie Claire Trinidad -----,
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Kathy R. Mair
Signature of Notary Public: Kathy R. Mair

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Marie Claire Trinidad

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☒ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

- ☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney-in-Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

Local Public Agency

County

Section Number

County of DuPage

DuPage

25-0SALT-02-MS

ELECTRONIC BID BOND

☐ **Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)**

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name title and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Company/Bidder Name

--

Signature & Date

--

Title

--



POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Marie Claire Trinidad

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By:

Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By:

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of June, 2025.



By:

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit,
currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries,
please call 610-832-8240 or email HOSUR@libertymutual.com.

RETURN WITH BID



Material Proposal Schedule of Prices


Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	25-0SALT-02-MS

Material Proposal Schedule of Prices

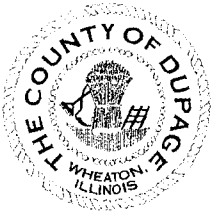
Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$ 70.79	\$ 707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 1					\$	700,900.00
2	ROCK SALT	FOB	TON	45270	\$ 70.79	\$ 3,204,663.30
2	ROCK SALT, EARLY DELIVERY	FOB	TON	1650	\$ 70.79	\$ 116,803.50
2	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 2					\$	3,321,466.80

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

 6/3/25

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210



DuPage County
Finance Department
Procurement Division
421 North County Farm Road
Room 3-400
Wheaton, Illinois 60187-3978

REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-0SALT-02-MS
COMPANY NAME:	Compass Minerals America Inc.
CONTACT PERSON:	Sean Lierz
CONTACT EMAIL:	highwaygroup@compassminerals.com

Section II: Procurement Ordinance Requirements

Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the County, shall provide to the Procurement Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor to any incumbent County Board member, County Board chairman, or Countywide elected official whose office the contract to be awarded will benefit within the current and previous calendar year. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors, and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

Has the Bidder made contributions as described above?

☐ Yes

☒ No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

All contractors and vendors who have obtained or are seeking contracts with the County shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

☒ Yes

☐ No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Sean Lierz, Sr. Manager Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Joel Gerdes, Director US Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Brenda Blunt, Customer Experience Specialist Tier 4	800-323-1641 option 1	highwaygroup@compassminerals.com

Section III: Violations

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner;
- 30 days prior to the optional renewal of any contract;
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text of the County's Ethics Ordinance is available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

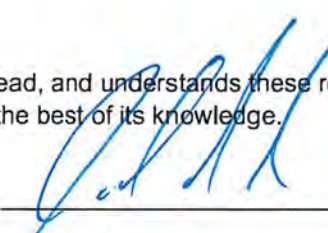
The full text of the County's Procurement Ordinance is available at:

https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php

Section IV: Certification

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Joel Gerdes

Signature: 

Title: Director US Highway Sales

Date: 6/3/25

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Compass Minerals America Inc.	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 9900 W 109TH ST, STE 100	Requester's name and address (optional)
6 City, state, and ZIP code OVERLAND PARK, KS 66210		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-					
or								
Employer identification number								
4	8	-	1	0	4	7	6	3 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign
Here**

Signature of
U.S. person *Mary Wells*

Date 01/10/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

RETURN WITH BID

ADDENDUM NO. 1

May 30, 2025

**2025 SALT PURCHASE
SECTION 25-0SALT-02-MS**

The proposal documents include the following forms:

- Affidavit of Illinois Business Office
- References

These forms are **not** required and do not need to be included with the bid.
A revised proposal book will not be issued.

By Order of
County of DuPage

(Awarding Authority)

William C. Eidson, P.E.

County Engineer

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2025/26 Rock Salt Agreement.

RESOLUTION

BACKGROUND/HISTORY

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The School District has estimated that they will require approximately 8 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$70.79 per ton for a total amount of approximately \$566.32 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

STAFF RECOMMENDATION

Staff recommends signing the Intergovernmental Agreement.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the July 21, 2025 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN
AND CENTER CASS SCHOOL DISTRICT#66 FOR ROCK SALT**

WHEREAS, under the Constitution and Statutes of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and Center Cass School District #66 concerning the purchase of rock salt, a copy of which is attached hereto as "Exhibit A," and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Center Cass School District#66 Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 21st day of July 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 21st day of July 2025.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
DARIEN AND CENTER CASS SCHOOL DISTRICT#66 FOR THE
PURCHASE OF ROAD SALT**

This agreement is made and entered into this 21st day of July, 2025, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and Center Cass School District#66, an Illinois municipal corporation, (hereinafter the “School District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$566.32 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2026 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

- a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for District 66:

Center Cass School District #66
699 Plainfield Road
Downers Grove, Illinois
60516 Attn: Superintendent

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this 21st day of July 2025.

CITY OF DARIEN

BY: _____
Joseph Marchese, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

CENTER CASS SCHOOL DISTRICT #66

BY: _____
Superintendent, Center Cass School
District #66

ATTEST: _____
Secretary, School District

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2025/26 Rock Salt Agreement.

RESOLUTION

BACKGROUND/HISTORY

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The Park District has estimated that they will require approximately 40 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$70.79 per ton for a total amount of approximately \$2,831.60 pending final quantities.

STAFF RECOMMENDATION

Staff recommends signing the Intergovernmental Agreement.

ALTERNATE CONSIDERATION

Not approving the resolution.

DECISION MODE

This item will be placed on the July 21, 2025 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN
AND THE DARIEN PARK DISTRICT FOR ROCK SALT**

WHEREAS, under the Constitution and Statutes of the State of Illinois, a municipality is authorized to participate in intergovernmental cooperation; and

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the Darien Park District concerning the purchase of rock salt, a copy of which is attached hereto as “Exhibit A,” and is incorporated herein; and

WHEREAS, The Corporate Authorities, for record keeping, desire to authorize the execution of the Intergovernmental Agreement by Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the Mayor is hereby authorized to execute an Intergovernmental Agreement for the purchase of rock salt, subject to the Darien Park District Intergovernmental Agreement paying for the final quantities.

The obligations of the City of Darien shall be limited to those specifically stated within the terms of the Intergovernmental Agreement.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 21st day of July 2025.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 21st day of July 2025.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK
DISTRICT FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this 21st day of July 2025, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

WHEREAS, the corporate authorities of the parties possess authority to enter into this intergovernmental agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*;

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$2,831.60 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2026 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

- a. If intended for the City:

City of Darien
1702 Plainfield Road
Darien, Illinois 60561
Attn: Bryon Vana

b. If intended for the Park District:

Darien Park District
7301 Fairview Avenue
Darien, Illinois 60561
Attn: Stephanie Gurgone

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this 21st day of July 2025.

CITY OF DARIEN

BY: _____
Joseph Marchese, Mayor

ATTEST: _____
JoAnne E. Ragona, City Clerk

DARIEN PARK DISTRICT

BY: _____
Stephanie Gurgone, Executive Director
Darien Park District

ATTEST: _____
Secretary, Park District

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

A motion accepting a quote from Goldy Locks, Inc., to remove and install a new man door, including the door, frame and hardware at the Public Works Water Plant 2, at a cost not to exceed \$5,246.05. See Exhibit A.

BACKGROUND/HISTORY

The existing door house was installed in the early 90's and serves as a commercial man door to the pumping station, Plant 2. The existing door is deteriorated beyond its useful life and requires removal and replacement.

Staff solicited for quotes and received three competitive quotes. See below.

VENDOR	COST
Allied Door Inc.	\$8,178.32
Goldy Locks, Inc.	\$5,246.05
Suburban Door Check & Lock Service, Inc.	\$7,008.00

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	BUDGET FY25/26	COST
02-50-4223	Building Maintenance Water Plant Two	\$12,500	\$5,246.05

STAFF RECOMMENDATION

Staff recommends a motion accepting a quote from Goldy Locks, Inc., to remove and install a new man door, including the door, frame and hardware at the Public Works Water Plant 2, at a cost not to exceed \$5,246.05.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the July 21, 2025 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 21st day of July 2025.**

AYES: _____

NAYS: _____

ABSENT: _____



GOLDY LOCKS, INC.
Doors • Locksmiths • Security Systems
www.goldylocksinc.com 800-640-6560

Please remit payments to :
9310 Corsair Rd Frankfort, IL 60423
17048 S. Oak Park Ave Tinley Park, IL 60477
2321 Ogden Ave Downers Grove, IL 60516

BILL TO

CITY OF DARIEN
1041 S. FRONTAGE RD
DARIEN, IL 60561 USA

ESTIMATE
82541314

ESTIMATE DATE
Jun 05, 2025

JOB ADDRESS

CITY OF DARIEN (WATER PLANT)
1220 Plainfield Road
Darien, IL 60561 USA

Job: 82423875

ESTIMATE DETAILS

CITY OF DARIEN (WATER PLANT): DOOR AND FRAME PUMP ROOM
CONTACT IS DENNIS 630-417-5146
E-MAIL DCABLE@DARIENIL.GOV

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
(P)CMF01	CECO COMMERCIAL METAL FRAME 16GA GALVANIZED STEEL, WELDED, PRIME PAINTED 51 3/4 X 88 LHR 6 3/4 WIDE	1.00	\$595.00	\$595.00
(P)CMD01	CECO COMMERCIAL METAL DOOR 18GA POLYURETHANE CORE, PRIME PAINTED 40/70 MOL	1.00	\$975.00	\$975.00
(P)MK76333	MPB79 4.5 X 4.5 NRP US26D HINGES	1.00	\$18.00	\$18.00
(P)PKB1923	PEMKO REINFORCING PIVOT HINGE	1.00	\$100.00	\$100.00
(P)PK172A48	FS# 885567 PEMKO .6" FLUTED SADDLE THRESHOLD 1/2 HIGH 48' LONG	1.00	\$75.00	\$75.00
(P)PKS88D25	FS# 885737 SILICONE SEAL 25' 1/2 WIDTH 1/4 HEIGHT	1.00	\$38.05	\$38.05
(P)PK315CN48	FS# 885642 PEMKO NEOPRENE DOOR SWEEP 48"	1.00	\$30.00	\$30.00
(P)AWDC516 689 AL	ARROW DOOR CLOSER - GRADE 1 HEAVY DUTY COMMERCIAL	1.00	\$260.00	\$260.00
(P)LSDA DC 6816 HO ARM AL	LSDA MANUAL HOLD OPEN ARM FOR DC6816 DOOR CLOSER , ALUMINUM	1.00	\$110.00	\$110.00

(P)EDX9000R-P EO 630 48	General Lock Standard Dogging Rim Device,Exit Only Wide Style	1.00	\$700.00	\$700.00
(P)GL ED90T- PET-NL 630	GENERAL LOCK NIGHT LATCH TRIM/STOREROOM	1.00	\$140.00	\$140.00
(P)LSDA R2005CK26D	LSDA RIM CYLINDER KA2 5 PIN C-K SATIN CHROME	1.00	\$30.00	\$30.00
(P)WINDOWKIT	WINDOW KIT 34 X 34 WITH CLEAR LAMINATE GLASS SPECIAL ORDER	1.00	\$415.00	\$415.00
PAINT	PAINT COMMERCIAL DOOR TO SPECS CUSTOMER CUSTOM COLOR	1.00	\$365.00	\$365.00
LAB12 FULL DOOR	LABOR TO INSTALL DOOR, FRAME, AND HARDWARE	1.00	\$1,395.00	\$1,395.00

POTENTIAL SAVINGS	\$439.10
SUB-TOTAL	\$5,246.05
TOTAL	\$5,246.05
EST. FINANCING	\$66.43

Thank You For Your Business
CUSTOMER AUTHORIZATION

****50% DEPOSIT REQUIRED*****

BALANCE DUE UPON COMPLETION OF WORK

IF DEPOSIT PAID BY CREDIT CARD, BALANCE WILL BE CHARGED ON CARD AFTER COMPLETION OF WORK.

LABOR FOR SERVICE WORK IS WARRANTED FOR 90 DAYS. NEW
MECHANICAL PARTS ARE WARRANTED FOR ONE YEAR.

REUSED MATERIALS HAVE NO
WARRANTY.

FOR ELECTRONICS, ALL NEW PARTS ARE WARRANTED FOR ONE YEAR.
ALL LABOR FOR NEW INSTALLTIONS ARE WARRANTED FOR ONE YEAR UNLESS OTHERWISE INDICATED IN WRITING.

GOLDY LOCKS, INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ITS AGENTS OR TECHNICIANS ARE NOT
AUTHORIZED TO MAKE SUCH WARRANTIES ON BEHALF OF GOLDY LOCKS, INC.

**** PERMITS OR LICENSES
WILL BE THE RESPONSIBILITY OF THE OWNER.

Sign here

Date

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

A motion authorizing the purchase of six new Schonstedt GA-92XTD locators with hard cases from Midwest Surveying Instruments, Inc., in an amount not to exceed \$7,158. See Exhibit A.

BACKGROUND/HISTORY

As part of our ongoing commitment to safety and infrastructure maintenance, the department utilizes metal detectors to assist crews in detecting buried metallic objects, such as valve boxes, b-boxes, property pins adjacent to right of ways, and subsurface infrastructure components. This measure supports safe excavation and helps prevent accidental utility strikes. Providing six locators will equip each designated truck a tool that is implemented on a daily basis. The existing six (6) metal detectors range in age of three (3) to five (5) years in age and need to be replaced due to the failing electronics and wear and tear. The retired locators will be declared as surplus through an upcoming agenda memo.

Staff has solicited for competitive quotes, below are the results:

VENDOR	TOTAL COST
Core & Main	\$7,968.00
Midwest Surveying Instruments, Inc.	\$7,258.00
Subsurface Solutions	\$7,569.60

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY25/26 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4231	Water Dept. Maintenance Water System – magnetic metal detectors	\$7,500	\$7,158	\$342

STAFF RECOMMENDATION

Staff recommends authorizing the purchase of six new Schonstedt GA-92XTD locators with hard cases from Midwest Surveying Instruments, Inc., in an amount not to exceed \$7,158.

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

This item will be placed on the July 21, 2025 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 21st day of July 2025.**

AYES: _____

NAYS: _____

ABSENT: _____

Date: 6/4/2025

MSI MIDWEST
SURVEYING
INSTRUMENTS, INC.
Sales • Service • Supplies • Rentals
6113 S Cass Ave. Westmont IL60559

Ph: 630-960-5022 Fax: 630-960-2721

Quotation

Attn: Dennis
Company: City of Darien
Street: 1702 Plainfield Road
City: Darien, IL 60561

From: Roman Rostocki
Instrument Sales/
Service/Support

Item	Part Nr.	Qty.	Price	Total
Schonstedt GA-92XTD Locator with hard case		6	\$ 1,193.00	\$ 7,158.00

Sub-Total	\$	7,158.00
Tax (0%)		
Total	\$	7,158.00

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

A motion accepting a proposal from Apex Industrial Automation for the purchase, removal, and installation of four Variable Frequency Drives, (VFD) at Plants #2 and 75th Street in an amount of \$28,920.34. See Exhibit A.

BACKGROUND/HISTORY

As part of ongoing preventative maintenance, Staff is requesting to replace the four (4) existing Variable Frequency Drives, (VFD) at Plant #2 and 75th Street Pump Station. The VFD's are an essential component for pumping potable water. A VFD is a type of motor controller that adjusts the speed and torque of an electric motor by varying the frequency and voltage of the power supplied to it, thus controlling the initial startup and ramping up pumping operations of water based on system demand pressure throughout town. Generally, these drives have a life expectancy of approximately 10 years and are due for replacement. Once the VFD's are replaced they will be evaluated whether they should be rebuilt or salvaged under a separate agenda memo.

Below are the competitive quotes for the purchase:

VENDOR	COST
Apex Industrial Automation	\$28,920.34
Metropolitan Industries	\$35,268.00
Northwest Electric Motor Company	\$58,071.36

Funds for the proposed project are budgeted in the FY25/26 Budget and would be expended from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
02-50-4231	WATER SYSTEM MAINTENANCE VFD remove & replace	\$34,000.00	\$28,920.34	\$5,079.66

STAFF RECOMMENDATION

A motion accepting a proposal from Apex Industrial Automation for the purchase, removal, and installation of four Variable Frequency Drives, (VFD) at Plants #2 and 75th Street in an amount of \$28,920.34.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the July 21, 2025 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 21st day of July 2025.**

AYES: _____

NAYS: _____

ABSENT: _____



QUOTATION

737 Oakridge Dr
 Romeoville, IL 60446
 Ph: 866-924-2808
 Email: sales@apexindustrialautomation.com

Order Number	
1277550	
Order Date	Page
5/29/2025	1 of 2

Quote Expires On: 07/23/2025

Bill To:
CITY OF DARIEN 1702 PLAINFIELD ROAD DARIEN, IL 60561

Ship To:
CITY OF DARIEN 1702 PLAINFIELD ROAD DARIEN, IL 60561

Requested By: DENNIS CABLE

Taker: ROBERT THOMAS

Customer ID: 111878

PO Number	Terms	Shipping Method
PLANT 2 & 75TH ST. PUMPING STATION	Net 30	BEST WAY PPA

Order Note: Lead time: 10-12 Weeks

Qty Ordered	Qty Allocated	Qty Remaining	UOM	Item ID Item Description	Pricing UOM	Unit Price	Extended Price
2.00	0.00	2.00	EA	ACH580-BCR-034A-4+B056+F267 ACH580 6-Pulse base drive UL (NEMA) 75th Street Pumping Station	EA	8,136.00	16,272.00
				Order Line Notes: (NEMA) Type 12 Provided with Main Input Circuit Breaker and E-Clipse Bypass (Box) Rated for 34 amps (25 HP) at 480 VAC three phase Included Options: [+B056]: UL (NEMA) Type 12 [+E213]: [+F267]: Service Switch (+F267)			
1.00	0.00	1.00	EA	ACH580-01-034A-4 ACH580 6-Pulse base drive UL (NEMA) Plant 2 1220 Plainfield Road	EA	3,562.67	3,562.67
1.00	0.00	1.00	EA	ACH580-01-052A-4 ACH580 6-Pulse base drive rated UL Plant 2 1220 Plainfield Road	EA	5,010.67	5,010.67
3.00	0.00	3.00	EA	FIELD SERVICE - ELECTRICAL FIELD SERVICE CALL ALL VFD'S TO BE STARTED DURING NORMAL BUSINESS HOURS (7AM-3PM) ON WEEKDAYS ON THE SAME TRIP. WARRANTY IS INCREASED FROM THE STANDARD 30 MONTHS TO 40 MONTHS FROM THE DATE OF START UP	EA	425.00	1,275.00

737 Oakridge Dr
Romeoville, IL 60446
Ph: 866-924-2808
Email: sales@apexindustrialautomation.com

QUOTATION

Order Number	
1277550	
Order Date	Page
5/29/2025	2 of 2

Quote Expires On: 07/23/2025

Total Lines: 4

SUB-TOTAL: 26,120.34
TAX: 0.00
APEX FIELD SERVICES: 2,800.00
AMOUNT DUE: 28,920.34

**** To ensure faster order processing, please reference this quote number when placing an order. ****

Quotation valid for 30 days, unless subject to supplier price increases.

**** If new tariffs or fees are introduced the quote or order will need to be requested ****

"Experience the Apex Difference"

Quality Products, Quality Repair, Superior Customer Support

Apex Terms and Conditions of Sale available @ www.apexindustrialautomation.com/home/terms-conditions/



TIMKEN



MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

A motion accepting a proposal from Connelly Electric for the purchase, removal and installation of three backup generators at the City Hall, Police Department and Water Plant #2 in an amount not to exceed \$493,000 and a contingency in the amount of \$15,000 for unforeseen related items. See Exhibit A.

BACKGROUND/HISTORY

The FY25/26 Budget calls out for the purchase and removal of three diesel generators located at the City Hall, Police Department and Water Plant #2. Please note the generators are a carryover from last years budget. The existing generators are approximately over 30 years in age. Due to their age, these units have become increasingly unreliable, inefficient, and costly to maintain.

Despite routine servicing, the generators frequently experience breakdowns, posing a risk to critical operations and power continuity. Furthermore, older diesel generators typically do not meet current environmental and energy efficiency standards, contributing to higher emissions and operating costs.

Replacing these outdated units with modern, fuel-efficient, and environmentally compliant generators will enhance operational reliability, reduce maintenance expenses, and improve energy efficiency.

February 3, 2025 a resolution accepting a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) was approved for the professional design engineering services related to the design, preparation of bidding documents and construction engineering for installation of standby generators at three locations. To date CBBEL has collected data, prepared plans and specifications, solicited the bid specs, assisted with the bid opening and provided a letter of evaluation and recommendation, attached and labeled as Attachment A.

The bid opening was held on Monday, June 16, 2025 with three bids that were opened and read aloud. The lowest responsive bidder was Connelly Electric. CBBEL has worked with the vendor throughout the year and provided a positive reference. Attached as Att. B is the bid tally. A contingency in the amount of \$15,000 is requested due to unforeseen as it relates to the project.

Funds for the proposed project are budgeted in the FY25/26 Budget and would be expended from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
01-30-4223	MAINTENACE BUILDING CITY HALL GENERATOR	\$50,000	\$91,000	-\$41,000
02-50-4223	MAINTENACE BUILDING CITY HALL GENERATOR	\$50,000	\$91,000	-\$41,000
01-30-4223	MAINTENACE BUILDING POLICE DEPARTMNET GENERATOR	\$200,000	\$161,000	\$39,000

02-50-4223	MAINTENACE BUILDING PLANT TWO GENERATOR	\$225,000	\$150,000	\$75,000
	CONTINGENCY	N/A	\$15,000	\$15,000
TOTALS		\$525,000	\$508,000	\$17,000

STAFF RECOMMENDATION

A motion accepting a proposal from Connelly Electric for the purchase, removal and installation of three backup generators at the City Hall, Police Department and Water Plant #2 in an amount not to exceed \$493,000 and a contingency in the amount of \$15,000 for unforeseen related items.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the July 21, 2025 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
 COUNTY, ILLINOIS, this 21st day of July 2025.**

AYES: _____

NAYS: _____

ABSENT: _____


CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

June 17, 2025

 City of Darien
 1702 Plainfield Rd.
 Darien, IL 60561

 Attention: Mr. Kris Throm
 Superintendent of Municipal Services

 Subject: Evaluation and Recommendation of Submitted Bid Proposals
 Darien Standby Generators Design
 City of Darien
 (CBBEL Project No. 240670)

Dear Mr. Throm:

Three bids for the subject project were received and opened on June 11, 2025, shortly after 1:00 p.m. in City Hall Council Chambers. The 3 bids are summarized below and all bids tabulated in detail on the attached spreadsheet.

COMPANY	Bid Total
CONNELLY ELECTRIC	\$493,000.00
AMS INDUSTRIES INC.	\$539,140.50
POWERLINK ELECTRIC, LLC	\$566,036.00
<i>Engineer's Opinion of Probable Construction Cost</i>	\$595,125.00

Our review comments are as follows:

1. All bidders submitted the required 10% Bid Bond and Certifications. We believe that the companies that submitted the three bids are qualified to perform the work.
2. The second and third lowest bidders listed bid conditions in the Exceptions and Deviations section of the Bid Form on page 00 41 43-5, however the lowest bidder did not list any bid conditions.
3. CBBEL recommends that the City award a contract in the amount of \$493,000.00 to Connelly Electric of Addison, Illinois for the subject project. Connelly Electric has provided the lowest bid, and is considered qualified to perform the work.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John P. Caruso". The signature is fluid and cursive, with the first name "John" and last name "Caruso" being more prominent than the middle initial "P.".

John P. Caruso, PE
Head, Mechanical/Electrical Department

JPC

N:\DARIEN\240670\Admin\L1.BidEval.20250617.docx

CONTRACT DOCUMENTS
FOR
GENERATOR IMPROVEMENTS AT
CITY HALL, POLICE STATION, PUMP STATION
FOR
CITY OF DARIEN, IL

BID SUBMITTED BY

William T. Connelly, Inc, dba Connelly Electric Co.

COMPANY NAME

40 S. Addison Rd., Suite 100 - Addison, IL 60101

STREET ADDRESS

June 11, 2025

DATE

CBBEL PROJECT NO. 01.R240670.00000

FOR BID

BID DUE JUNE 11, 2025 (BEFORE 1:00 P.M. LOCAL TIME)



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road

Suite 600

Rosemont, Illinois 60018-4920

Tel (847) 823-0500 Fax (847) 823-0520

BID FORM

SECTION 00 41 43

**TO: CITY OF DARIEN
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

**PROJECT: GENERATOR IMPROVEMENTS AT CITY HALL, POLICE STATION, PUMP
STATION**

ACKNOWLEDGMENTS: The undersigned has received the Contract Documents entitled:
"Generator Improvements at City Hall, Police Station, Pump Station" and the following
addenda to these documents:

Addendum No. NONE Dated

Addendum No. Dated

Addendum No. Dated

Addendum No. Dated

All provisions of the Contract Documents and the addenda have been included in the Proposal submitted by the undersigned. The undersigned has carefully examined all the Contract Documents and the sites and submits the following Proposal:

AGREEMENT: In submitting this Proposal, the undersigned agrees and/or understands:

1. Bids may be held for **45 days** with a "Notice of Award" expected to be issued to the apparent successful bidder within **30 days** after the bid opening.
2. The prices in this bid have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other bidder or with any competitor and this Bid is in all respects fair and without collusion or fraud. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed and will not knowingly be disclosed prior to opening directly or indirectly to any other bidder or to any competitor. No attempt has been made nor will be made by the undersigned to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
3. To enter into and execute the Contract and furnish the properly executed bonds and insurance certificates within the time and with the forms and in the amounts required by the Contract Documents if the award is made to the undersigned.
4. To accomplish the Work strictly in accordance with the Contract Documents.
5. To complete all Work within **the time periods specified and** after Notice to Proceed is received. The Bidder, in submitting a bid offer, accepts the specified Contract Time for performing the Work. Completion of Work shall be in accordance with the phased construction schedule. Contractor shall submit with the Bid a copy of the proposed construction schedule. Contractor shall comply with the applicable requirements of Section 00 72 43 regarding the construction schedule.
6. The undersigned warrants that he/she has carefully examined the sites of the Work and all Contract Documents, that he/she is fully aware and knows of the character of the material, that he/she is fully satisfied as to the conditions to be encountered

BID FORM

overhead, on the surface and in the spaces, and of the character, quality and quantities of Work to be performed and materials to be furnished, and the requirements of the Contract Documents. Furthermore, the undersigned has based the within Contract prices on his/her own independent examination in performing the Work and has not relied upon any information furnished to him/her by the **Owner**, any agent, servant, or employee of the **Owner**. The undersigned agrees to assume all risks arising from any deficiencies in the Drawings, Specifications, or other Contract Documents and will make no claim against the **Owner** because of any such alleged deficiency or alleged breach of warranty by the **Owner**. The undersigned further assumes all risks of any unforeseen conditions to be incurred in performing the Work, either overhead, on the surface, or in spaces, and has taken these risks into consideration in preparing his/her Bid. The undersigned further warrants that he/she will perform such additional and/or corrective Work as may be required to ensure that the Work performs its intended function satisfactorily, for the prices set forth in his/her proposal and at no additional cost to the **Owner**.

7. Before submitting this Proposal, the undersigned confirms that he/she has available the equipment, forces, and materials necessary to perform the Work and made all necessary arrangements to ensure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated. Furthermore, the undersigned also confirms that he/she has contacted the manufacturers and/or suppliers of the equipment and materials necessary to perform the Work and made all necessary arrangements to ensure that such equipment and materials be delivered to the site at such time as will enable him/her to perform all obligations of the Contract within the Construction Time herein stated.
8. Accompanying this proposal is a Bid Bond complying with the provisions herein stated.
9. If this proposal is accepted and the undersigned fails to execute a contract and provide the bonds and certificate of insurance, as required, it is hereby agreed that the Bid Security shall be forfeited to the **City of Darien**, not as a penalty, but as liquidated damages.
10. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the **State of Illinois**, nor has the firm made an omission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government because of a violation of the State laws prohibiting bid-rigging or bid-rotating.

BID FORM

The undersigned, having carefully examined all the Contract Documents for the “**Generator Improvements at City Hall, Police Station, Pump Station**” as well as the site of the Work and all conditions affecting the Work, including adjacent surroundings, shall furnish all services, labor, equipment, and materials necessary, including insurance and bonds, to complete all the Work for the prices set forth in the following Schedule of Prices:

Schedule of Prices

CITY HALL GENERATOR

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
02 41 52/01	DEMOLITION OF EXISTING EQUIPMENT	L SUM	1	\$12,000.00	\$12,000.00
03 30 00/01	REINFORCED PCC EQUIPMENT PADS	L SUM	1	\$19,000.00	\$19,000.00
03 30 00/02	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	125	\$56.00/ft	\$7,000.00
26 05 19/01	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$13,000.00	\$13,000.00
26 05 26/01	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	L SUM	1	\$3,000.00	\$3,000.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$18000.00	\$18,000.00
26 32 13/01	DIESEL ENGINE GENERATOR	L SUM	1	\$72,000.00	\$72,000.00
26 32 13/02	TEMPORARY GENERATOR AND ATS RENTAL	WEEK	1	\$3,000.00	\$3,000.00
26 32 13/03	TEMPORARY GENERATOR AND ATS RENTAL	MONTH	1	N/A	N/A
26 32 13/04	TEMPORARY GENERATOR CONNECTION TO EXISTING SYSTEM	L SUM	1	\$7,000.00	\$7,000.00
26 36 00/01	AUTOMATIC TRANSFER SWITCH	L SUM	1	\$7,000.00	\$7,000.00
27 51 25/01	ALARM DIALER	L SUM	1	\$6,000.00	\$6,000.00
31 25 13/01	EROSION CONTROLS	L SUM	1	\$4,000.00	\$4,000.00
32 92 19/01	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	250	\$24.00/sq yd	\$6,000.00
32 92 19/02	SEEDING, CLASS 1	SQ YD	250	\$8.00/sq yd	\$2,000.00
32 92 19/03	EROSION CONTROL BLANKET	SQ YD	250	\$12.00/sq yd	\$3,000.00
32 92 19/04	SITE CLEARING	L SUM	1	\$5,000.00	\$5,000.00
BASE BID TOTAL					\$187,000.00

POLICE STATION GENERATOR

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
02 41 52/01	DEMOLITION OF EXISTING EQUIPMENT	L SUM	1	\$9,000.00	\$9,000.00
03 30 00/02	PORTLAND CEMENT CONCRETE SIDEWALK, 5"	SQ FT	125	\$72/sq ft	\$9,000.00
26 05 19/01	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$18,000.00	\$18,000.00

BID FORM

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
26 05 26/01	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	L SUM	1	\$3,000.00	\$3,000.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$5,000.00	\$5,000.00
26 32 13/01	DIESEL ENGINE GENERATOR	L SUM	1	\$79,000.00	\$79,000.00
26 32 13/02	TEMPORARY GENERATOR AND ATS RENTAL	WEEK	1	\$5,000.00	\$5,000.00
26 32 13/03	TEMPORARY GENERATOR AND ATS RENTAL	MONTH	1	N/A	N/A
26 32 13/04	TEMPORARY GENERATOR CONNECTION TO EXISTING SYSTEM	L SUM	1	\$8,000.00	\$8,000.00
26 36 00/01	AUTOMATIC TRANSFER SWITCH	L SUM	1	\$10,000.00	\$10,000.00
27 51 25/02	CONNECTION TO BUILDING AUTOMATION SYSTEM	L SUM	1	\$8,000.00	\$8,000.00
32 92 19/04	LANDSCAPE RESTORATION	L SUM	1	\$7,000.00	\$7,000.00
BASE BID TOTAL					\$161,000.00

PUMP STATION GENERATOR

ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
02 41 52/01	DEMOLITION OF EXISTING EQUIPMENT	L SUM	1	\$22,000.00	\$22,000.00
26 05 19/01	LOW-VOLTAGE ELECTRICAL CONDUCTORS AND CABLES	L SUM	1	\$7,000.00	\$7,000.00
26 05 26/01	GROUNDING AND BONDING OF ELECTRICAL SYSTEMS	L SUM	1	\$3,000.00	\$3,000.00
26 05 33/01	RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS	L SUM	1	\$3,000.00	\$3,000.00
26 32 13/01	DIESEL ENGINE GENERATOR	L SUM	1	\$88,000.00	\$88,000.00
26 32 13/02	TEMPORARY GENERATOR AND ATS RENTAL	WEEK	1	\$5,000.00	\$5,000.00
26 32 13/03	TEMPORARY GENERATOR AND ATS RENTAL	MONTH	1	N/A	N/A
26 32 13/04	TEMPORARY GENERATOR CONNECTION TO EXISTING ELECTRICAL SYSTEM	L SUM	1	\$8,000.00	\$8,000.00
26 36 00/01	AUTOMATIC TRANSFER SWITCH	L SUM	1	\$7,000.00	\$7,000.00
27 51 25/03	CONNECTION TO SCADA SYSTEM	L SUM	1	\$7,000.00	\$7,000.00
BASE BID TOTAL					\$150,000.00

TOTAL FOR ALL 3 GENERATORS

\$ 498,000.00

(Figures)

Four Hundred Ninety Eight Thousand Dollars and 00/100 Dollars

(Words)

BID FORM

EXCEPTIONS AND DEVIATIONS

The Bidder shall list herein all exceptions and deviations taken to the Contract Documents by Section and page number. (Use additional sheets if required and state number of sheets).

Exceptions and deviations taken to the Contract Documents are (check one): None (X); As Stated Below (___)/Sheet ___ of ___.

Section/Pg. No.

Description of Exception/Deviation

None

SUBCONTRACTOR LISTING

The following list of subcontractors and class of work performed by each is submitted. Subcontractors are defined as persons, firms or corporations who supply labor and/or materials for work under this Contract.

Subcontractor

Class of Work

Mag Construction

Miscellaneous general contracting/
landscaping

BID FORM

BIDDER'S EXPERIENCE/QUALIFICATIONS

To demonstrate the Bidder's experience/qualifications, the Bidder shall list herein at least five (5) similar projects equal or greater in capacity which the Bidder has successfully completed within the past ten (10) years.

Owner Or <u>Municipality</u>	General Project <u>Description</u>	Reference Name and <u>Phone No.</u>	Year <u>Completed</u>
Chicago Dept. of Aviation	ORD Terminal 5 Parking Improvements	Knut Olberg 630.360.6390	2025
Thorn Creek Basin Sanitary District	Electrical Upgrades	Jeremy Stubs 708.754.0525	2025
City of Lockport	Briggs St. Pump Station Replacement	Stuart Jelm 815.955.56324	2025
Village of Oak Park	North Pumping Station Generator Replacement	Elaine Avgoustakis 708.358.5726	2025
North Shore Water Reclamation District	Generator Replacement	Joe Rocha 847.456.0378	2025

Note: Bid will be considered "non-Responsive" if the above experience listing, qualifications, and requirements are not fulfilled.

BID CONDITIONS

It is expressly understood and agreed that quantities in the Bidding Schedule for Unit Price Work Items are approximate only, and that payment on the Contract will be made only on the actual quantities of Work complete in place, measured on the basis defined in the Contract Conditions and the Contract Specifications.

The undersigned has carefully checked the above Bidding Schedule against the Contract Drawings and Specifications before preparing this proposal and accepts the items listed in this Bid as substantially correct, both as to classification and amount, and as correctly listing the complete Work to be done in accordance with the Contract Drawings and Specifications.

If this Bid is accepted and the undersigned shall fail to contract as aforesaid and to give the Performance Bond and Payment Bond and to provide all insurance as required by the Contract Documents within **fifteen (15) days** after the date of the award of the Contract, the Owner may, at his/her option, determine that the Bidder has abandoned his/her Contract, and thereupon this Bid and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this Bid shall operate and the same shall be the property of the Owner as liquidated damages.

BID FORM

BID SECURITY

Accompanying this Bid is a Bid Bond
in the amount of 10% of Base Bid Dollars
(\$ 10% of Base Bid).

- Note: a. Insert the words "bid bond" or "cashier's check", or "certified check" as the case may be. In the case where bid security is not required by the contract insert the words "Not Required by Contract".
- b. Amount must be equal to at least **ten percent (10%)** of the Total Bid Price. Where an Alternative(s) has been requested, the Bid Security shall be at least ten percent (10%) of the highest aggregate amount whether it be the Total Base Bid Price or the Total Alternative Bid Price.

Attach Bid Security Here

See attached

PROPOSAL SIGNATURE:

State of Illinois)
) ss
County of DuPage)

Chris TenEyck, President, being first duly sworn on oath
deposes and says that the Bidder on the above Bid is organized as indicated below and that
all statements herein made are made on behalf of such Bidder and that his/her deponent is
authorized to make them.

Chris TenEyck, President, also deposes and says that
he examined and carefully prepared his/her Bid from the Contract Drawings and Specifications
and has checked the same in detail before submitting this Bid, that the statements contained
herein are true and correct.

BID FORM

(Fill Out Applicable Paragraph Below)

If Bidder is:

An Individual

By _____ (SEAL)
(Individual's Name)
doing business as _____
Business address: _____

Phone Number: _____

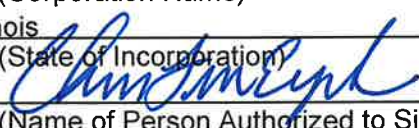
A Partnership

By _____ (SEAL)
(Firm Name)

(General Partner)
Business address: _____

Phone Number: _____

A Corporation

By William T. Connelly, Inc., dba Connelly Electric Co.
(Corporation Name)
Illinois
(State of Incorporation)
By 
(Name of Person Authorized to Sign)
Chris TenEyck, President
(Title)



(Corporate Seal)

Attest  (SEAL)
(Secretary) Kevin P. Connelly, Secretary

Business address: 40 S. Addison Rd., Suite 100
Addison, IL 60101
Phone Number: 630.543.9059

END OF SECTION

BIDDER CERTIFICATION OF COMPLIANCE OF SITE INSPECTION

SECTION 00 43 95

I Andy Bean, do hereby certify that:

1. I am Estimator of the William T. Connelly, Inc dba Connelly Electric Co.
Position Firm

and have authority to execute this certification on behalf of this firm.

2. That on 5/30/25 I visited and inspected the project work site scheduled for
(Date)

improvements of this Contract.

Name of Firm William T. Connelly, Inc. dba Connelly Electric Co.

Signature Andy B

Title Andy Bean, Estimator

Date 5/30/25

Corporate Seal (where appropriate)

END OF SECTION

SECTION 00 45 19

Chris TenEyck, President being first duly sworn on oath deposes and states:

- It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the Bidder to receive payment under any award made hereunder.

(Name) Indicate if corporation, partnership or sole proprietor

ATTEST: Chris TenEyck, President
Kevin P. Connelly, Secretary (Office held in Bidder Organization)

this 11th day of June, 20 25

END OF SECTION



BIDDER CERTIFICATION ART. 33E, CRIMINAL CODE 1961

SECTION 00 45 46

I Chris TenEyck, do hereby certify that:

1. I am President of the William T. Connelly, Inc. dba Connelly Electric Co.
Position Firm

and have authority to execute this certification on behalf of this firm.

2. This firm is not barred from bidding on this Contract as a result of a violation of either Section

33E-3, Bid-Rigging, or Section 33E-4, Bid Rotating, as set forth in Article 33E to the "Criminal

Code of 1961".

Name of Firm William T. Connelly, inc. dba Connelly Electric Co.

Signature

Chris TenEyck, President

Date

6/11/25

Corporate Seal (where appropriate)



On this 11th day of June, 2025, before me appeared

(Name) Chris TenEyck to me personally known, who, being duly

sworn, did execute the foregoing affidavit, and did state that he or she was properly

authorized by (Name of Firm) William T. Connelly, Inc. dba Connelly Electric Co. to execute the

affidavit and did so as his or her free act and deed.

Notary Public

[Signature] Commission Expires 4/7/27

Notary Seal



END OF SECTION

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

William T. Connelly, Inc. dba Connelly Electric Co.
40 S. Addison Road, Suite 100
Addison, IL 60101

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:

(Name, legal status and address)

City of Darien
1702 Plainfield Road
Darien, IL 60561

BOND AMOUNT: 10% Ten Percent of Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)


Generator Improvements at City Hall, Police Station Pump Station

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of June, 2025.


(Witness)

William T. Connelly, Inc. dba Connelly Electric Co.
(Principal) (Seal)

By: 
(Title) CFO

Western Surety Company
(Surety) (Seal)

By: 
(Title) William Reidinger, Attorney-in-Fact



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint William Reidinger, Individually of Schaumburg, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: William T. Connelly, Inc. dba Connelly Electric Co.
Obligee: City of Darien

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota } ss
County of Minnehaha }

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of June, 2025.



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
June 23, 2025

ISSUE STATEMENT

Approval of a motion authorizing the following 1b.-3, Private Property Storm Water Management Assistance Projects and the Sawyer Drive Public Works Storm Sewer Project in an amount not to exceed \$152,079 for the following:

1. **a. Project FYE26-01** – Public Works Capital Drainage Project \$74,225
- b. Project FYE26-01**-Resident Participation Tye Ins 7901, 7905, 7909, 7913, 7917, 7921, 7925, 7929, 7933, 7937 Sawyer Dr. in an amount not to exceed \$3,091,
2. **Project FYE26-02** – JOINT CO-OP VILLAGE OF DOWNERS GROVE & CITY OF DARIEN 7801-7729-7725-7721-7717-7713 Florence Ave. and 7716-7720-7724-7728-7732-7800 Queens Ct. in an amount not to exceed \$28,301, (City Share \$6,630 Resident Cost and Downers grove \$21,671)
3. **Project FYE26-03** – Wilmette Ave. 6909-6913-6917 Ironwood Dr. 922-926-930-934 in an amount not to exceed \$21,462, (City Cost \$15,346 Resident Reimbursement \$6,116)
4. **Contingency** for Add on Drainage Assistance Projects as Identified in the amount of \$25,000

Attached and labeled as Attachment A is a spreadsheet of the proposed expenditures and budget line accounts for the projects. (Please note the amounts above have been rounded to the nearest dollar.)

BACKGROUND

Throughout the year, the City receives complaints regarding drainage issues within the rear lot lines/easements. The complaints are due to standing water that stems from active sump pumps, grading issues and mature landscaping. The areas further stay saturated throughout the season, thereby making it difficult to mow and maintain these areas and further creates conditions for mosquito breeding. The City's Private Property-Rear Yard Storm Water Management Assistance Policy or further referred to as the *Rear Yard Drainage Program* allows residents, multifamily, commercial property owners and the City to work together in resolving these nuisance ponding and drainage issues. The projects would rid the area of the nuisance ponding, and allow for positive storm water conveyance within the rear yard easement. The inventory for these projects has decreased dramatically in comparison to previous years.

Due to the short construction season and potential lack of inventory, Staff has further programmed a contingency in the amount of approximately \$25,000, City's portion, for any additional projects that may be requested by residents for the remaining year. The projects are typically completed between May and November. The total year-end inventory will be reviewed and proofed by the City Accountant.

The scope of the projects consist of the following work:

- City Staff Field Layout
- City Staff Limited Infrastructure Installation and Restoration
- Purchase of Infrastructure Materials through City Council Awarded Vendors
- Outsource of Installation of Infrastructure and Restoration through City Council Awarded Vendors

Note: Pending final participation results the costs may be reduced

STAFF RECOMMENDATION

Approval of a motion authorizing the following 1-3, Private Property Storm Water Management Assistance Projects and the Farmingdale Drive Public Works Storm Sewer Project in an amount not to exceed \$152,079.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the July 21, 2025, City Council for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 21st day of July 2025.**

AYES: _____
NAYS: _____
ABSENT: _____

<u>Project/Name</u>	<u>Street Addresses</u>	<u>Project Cost- Estimate</u>	<u>City Contribution Estimate</u>	<u>Resident Reimbursement Estimate</u>	<u>*EASEMENT REQUIRED NON PARTICIPATING FUNDING</u>	<u>Total Resident Reimbursement Estimate</u>
FYE26-01	7900 block Sawyer Dr	\$ 3,091.41	*SEE BELOW	\$ 3,091.41	\$ -	\$ 3,091.41
FYE26-02	Florence Ave & Queens Ct & Village of Downers Grove	\$ 28,300.93	\$ 6,630.00	\$ 21,670.93	\$ -	\$ 21,670.93
FYE26-03	Wilmette Ave & Ironwood Dr	\$ 21,461.86	\$ 15,346.36	\$ 6,115.50	\$ -	\$ 6,115.50
FYE26	CONTINGENCY ADD ON REAR YARD PROJECTS AS IDENTIFIED	TBD		TBD	TBD	TBD
	TOTALS	\$ 52,854.20	\$ 21,976.36	\$ 30,877.84	\$ -	\$ 30,877.84

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE	ACCOUNT BALANCE
01-30-4374	DRAINAGE ASSISTANCE PROJECTS CITY PORTION	\$ 85,000.00	\$ 21,976.36	\$ 63,023.64
01-30-4374	DRAINAGE ASSISTANCE PROJECTS CONTINGENCY	N/A	\$ 25,000.00	\$ 38,023.64
TOTAL			\$ 46,976.36	\$ 38,023.64
25-35-4390	*PUBIC WORKS STORM WATER /DITCH PROJECT SAWYER DR STORM SEWER	\$ 112,045.00	\$ 74,225.00	\$ 37,820.00

TOTAL PROPOSED EXPENDITURES	
Resident Reimbursement and Village of Downers Grove	\$ 30,877.84
City Contribution	\$ 21,976.36
Drainage Assistance Projects Contingency	\$ 25,000.00
Public Works Capital Sawyer Drive Storm Sewer Project	\$ 74,225.00
Total Cost	\$ 152,079.20

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
JUNE 23, 2025

ISSUE STATEMENT

A Resolution to approve the 2025 City of Darien Zoning Map for publication.

RESOLUTION

DISCUSSION

Every year the City updates the Zoning Map to show all the properties approved during the previous calendar year. **ATTACHMENT A** is a listing of the all approvals by the Planning and Zoning Commission and its successor, the Planning, Zoning and Economic Development Commission, in calendar year 2024 and 2025 to-date that would be reflected in the map.

Ordinance and/or resolution numbers corresponding to the map key number for each approval will be shown on the updated map, in accordance with the City's practices. State Statute requires that zoning maps be published every year. Once approved, copies of the approved maps are posted in City Hall, on the City website, and paper copies are made available for sale.

ATTACHMENTS

A) 2025 ZONING MAP CHANGES

DECISION MODE

This item will be placed on the July 21, 2025 City Council agenda for formal consideration.

ATTACHMENT A - 2025 ZONING MAP CHANGES

ZONING MAP CHANGES - CALENDAR YEAR 2024 AND 2025 TO-DATE					
NAME	TYPE OF APPROVAL	ADDRESS/LOCATION	ORDINANCE NO.	MAP KEY	NOTES
INDVESTIA DARIEN LLC	FINAL PLAT OF SUBDIVISION, SPECIAL USE, VARIATIONS	7409 CASS AVENUE (PINS 09-27-108-029 & -033)	O-02-24		
WOODLAND GLEN SUBDIVISION	FINAL PUD, FINAL PLAT OF SUBDIVISION	2941, 2963, & 2985 87TH STREET (PINS 10-06-200-004, 10-06-200-005 & -006)	O-09-24		
INDIAN PRAIRIE PUBLIC LIBRARY	VARIATION	7226 CLARENDON HILLS ROAD & 401 PLAINFIELD ROAD (PINS 09-27-207-012, -014 & -022)	O-10-24		
DARIEN WOODS COURT	VARIATION	9004 DARIEN WOODS COURT (PIN 10-04-105-017)	O-11-24		
THARPE	SPECIAL USE	2551 75TH STREET (PIN 09-29-301-001)	O-17-24		
TRUE NORTH PROPERTIES	FINAL PLAT OF SUBDIVISION, FINAL PUD, VARIATIONS	8245, 8251 & 8255 LEMONT ROAD (PIN 09-32-106-030)	O-18-24		
GREEN	VARIATION	620 MAPLE LANE (PIN 09-22-407-022)	O-20-24		
CITY	ANNEXATION	PORTION OF PINS 09-32-400-004, -005, -007, -009 & -010	O-22-24		RIGHT OF WAY ONLY
DEVLIN	VARIATION	814 TIMBER LANE (PIN 09-27-107-022)	O-04-25		
COVENTRY GARDENERS	REZONE, SPECIAL USE, VARIATIONS	1033 N. FRONTAGE ROAD (PIN 09-34-302-004)	O-05-25		REZONED TO B-3
TRUE NORTH ENERGY	SPECIAL USE, VARIATIONS	8226 CASS AVENUE (PIN 09-33-205-036)	O-20-25		
SOKOL COURT PUD AMENDMENT	MINOR PUD AMENDMENT	2305 SOKOL COURT (PIN 10-05-404-002)	O-13-25		
ATLANTIC HOMES	REZONE, PRELIMINARY PLAT, VARIATIONS	1220-1225 PLAINFIELD ROAD (PINS 09-28-410-001 & -043)	O-23-25		REZONED TO R-3
DOBRZYNSKI	VARIATION	8337 GRANDVIEW LANE (PIN 09-31-401-005)	O-27-25		
O'BRIEN	VARIATION	2330 GREEN VALLEY ROAD (PIN 09-29-402-013)	O-28-25		
GARBER	VARIATION	7322 DARIEN LANE (PIN 09-27-108-014)	O-29-25		
INDVESTIA DARIEN LLC	SPECIAL USE	7415 CASS AVENUE (PIN 09-27-108-033)	O-30-25		
CHESTNUT COURT DARIEN LLC	REZONE, VARIATIONS, PRELIMINARY PLAT	7511 LEMONT ROAD (PINS 09-29-300-008, -022, -023, -024, & -025)	O-33-25		REZONED TO M-U (NEW ZONE)

RESOLUTION NO. _____

**A RESOLUTION APPROVING THE
2025 CITY OF DARIEN ZONING MAP**

WHEREAS, pursuant to the Illinois Municipal Code, 65 ILCS 5/11-13-19, a municipality is required to publish a zoning map each year; and

WHEREAS, the zoning map attached hereto as “Exhibit A” and made a part thereof, is a current zoning map showing zoning districts, boundaries, and special uses within the City; and

WHEREAS, the Corporate Authorities find the zoning map, attached hereto as Exhibit “A,” correctly reflects zoning actions approved by the Corporate Authorities within the 2024 calendar year and the 2025 calendar year to-date.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, as follows:

SECTION 1: That the City hereby approves the zoning map, attached 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 AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this _____ day of July 2025.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

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

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

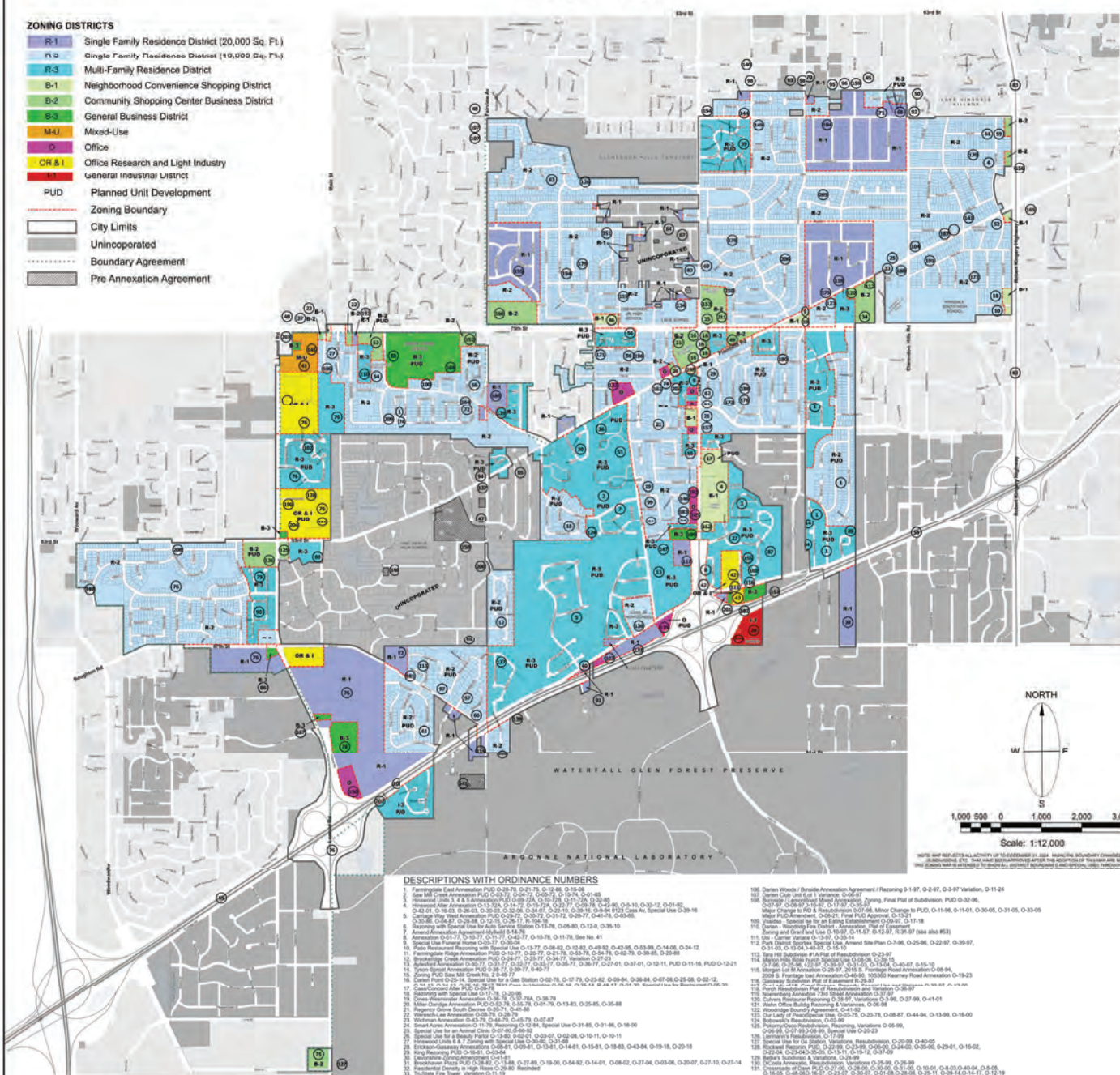
CITY ATTORNEY

CITY OF DARIEN, ILLINOIS

Zoning Map

2025

R-1	Single Family Residence District (20,000 Sq. Ft.)
R-2	Single Family Residence District (10,000 Sq. Ft.)
R-3	Multi-Family Residence District
B-1	Neighborhood Convenience Shopping District
B-2	Community Shopping Center Business District
B-3	General Business District
M-U	Mixed-Use
O	Office
OR & I	Office Research and Light Industry
I	General Industrial District
PUD	Planned Unit Development
	Zoning Boundary
	City Limits
	Unincorporated
	Boundary Agreement
	Pre Annexation Agreement

[illegible]

- [illegible]



APPROVED FOR PUBLICATION BY THE DARIEN
CITY COUNCIL ON THE 21ST DAY OF JULY, 2025.

ATTEST: _____ MAYOR

CITY CLERK

CHRISTOPHER B. BURKE ENGINEERING LTD.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018

MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
May 27, 2025

PRESENT: Alderman Thomas Belczak – Chairman, Alderman Ted Schauer, Alderman Ralph Stompanato

ABSENT: None

OTHERS: Mr. Dan Gombac – Director, Mr. Ryan Murphy – City Planner

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 6:00 at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

Old Business

There was no old business to discuss.

New Business

- I. PZC2025-12 – 7322 Darien Lane – Mark Garber – Petition from Mark Garber for a variation from Section 5A-11-3-4 of the City Code to permit a paved accessory RV/trailer parking to be placed within the required five-foot side yard setback of 7322 Darien Lane, Darien IL 60561 (PIN 09-27-108-014).**

Mr. Ryan Murphy, City Planner reported that the petition would be for a variation to allow a paved accessory space on the north side of the property line. He reported that the petitioner would repour the driveway and apron to allow for RV/trailer parking, with a widened portion on the side of the home. He further reported that the Planning, Zoning and Economic Development Commission had approved the petition at their meeting on May 21 with a 6-0 vote.

The Committee stated they had no issue with the petition as it had been done in the past.

Alderman Stompanato confirmed that the neighbor would be okay with the variation.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve PZC2025-12 – 7322 Darien Lane – Mark Garber – Petition from Mark Garber for a variation from Section 5A-11-3-4 of the City Code to permit a paved accessory RV/trailer parking to be

placed within the required five-foot side yard setback of 7322 Darien Lane, Darien IL 60561 (PIN 09-27-108-014).

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

Chairman Belczak announced that the petition would move to the City Council meeting on June 2.

n. PZC2024-09 – 7511 Lemont Road – Chestnut Court Darien IL LLC –

- 1. Rezone – A request to change the zoning for the project site from B-3 (General Business District) to M-U (Mixed-Use). Petition from Chestnut Court Darien IL, LLC for the rezoning and redevelopment of the Chestnut Court shopping center located in the B-3 (General Business) zoning district at the southeast corner of 75th Street and Lemont Road, commonly known as 7511 Lemont Road (PINs 09-29-300-008, 09-29-300-022, 09-29-300-023, 09-29-300-024, and 09-29-300-025).**

Mr. Murphy reported that the petition would be to rezone from B-3 to M-U and redevelop Chestnut Court with variations. He reported that the PZC held a public hearing on May 7 that was continued on May 21 where they received additional correspondence and information, and following discussion, the Commission acted on each motion separately, approving the rezone 5-1.

Chairman Belczak invited up any audience members wishing to present public testimony.

Ms. Mimi Raffenetti stated that she has lived in Darien since 1979 and believes the apartment complex would be a disaster for Chestnut Court. She questioned how many units would be section 8 housing.

Mr. Gombac reported that the developer concluded they would use a market rate loan, not a federal loan.

Ms. Raffenetti questioned how the apartment building would attract new business and where the children would play. She stated that she didn't know of any other strip mall that would want an apartment complex of this size in or near it. She further stated that someone should paint over every welcome sign in Darien and remove "a nice place to live" because it would no longer be true.

Ms. Liz Hayes stated that she could not figure out why Darien would use available space for apartments and not homes or condos. She questioned if there would have to be a certain percentage of affordable housing. She stated that there was not a great history with apartments in Darien.

Mr. Simeon Kim stated that he had just moved to Darien in July questioned how much money would be allocated to schools.

Mr. Gombac reported that the TIF district had not been approved yet, but that there would be an agreement with the schools where the developer would pay for the cost of additional children at the end of each school year. He reported that the developer stated that there would be no more than 10 children in the apartment building.

Mr. Kim stated that he would not see a family moving into a studio or one-bedroom apartment. He stated that if he and his wife knew about these apartments going up, they wouldn't have moved to Darien. He further stated that there would be many transient individuals and condos would be better. Mr. Kim questioned if there had been a study done for police and fire.

Mr. Gombac reported that they had received word from police and fire and that they had no further comments.

Ms. Diana Meyer stated that she loves being a resident of Darien and that Chestnut Court needs a facelift, but apartments would be an eyesore that would not bring value to Darien. She stated that this development would be too large for such a small area and that kids would be trapped in such a little apartment. She further stated that this would create an impact on fire and police, and that she is worried about noise. Ms. Meyer urged the Committee to consider the feelings and safety of residents.

Ms. Tammy stated that she spoke with her alderman regarding her opposition. She stated that she had been excited to see Mr. Bahavanasi buy Chestnut Court but was disappointed in his decision to include apartments. She stated that Darien needs restaurants and entertainment, not residents.

Another resident stated that there is no main transportation in Darien and that there would be too many cars and traffic created. She questioned if taxpayers in Darien would have to carry any burden.

Mr. Gombac stated that they would not.

The resident questioned if current businesses would have to leave.

Mr. Gombac stated that they would not.

Mr. Anders Rustin, architect for the proposed project, stated that the site density had been determined by a market study, which was a proof of concept. He stated that the development would be 156 units, 4 stories and would only be a couple feet higher than the existing buildings. He further stated that the owner wouldn't deny families from moving in, just that the development supports young professionals and they wouldn't expect many children. Mr. Rustin stated that there would be a designated restaurant space and that some retail space would be removed because they could not support that much retail.

There was some discussion regarding the target market.

Alderman Stompanato requested a clarification to the traffic study.

Mr. Rustin stated that the traffic study had been done based on a full shopping center and that it would reduce traffic on Lemont and 75th.

There was some clarification regarding the proposed cost to each unit.

Alderman Schauer stated that this is a development they would have to give a shot, which Chairman Belczak agreed with.

There was some discussion regarding placing a crosswalk.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve PZC2024-09 – 7511 Lemont Road – Chestnut Court Darien IL LLC – Rezone – A request to change the zoning for the project site from B-3 (General Business District) to M-U (Mixed-Use). Petition from Chestnut Court Darien IL, LLC for the rezoning and redevelopment of the Chestnut Court shopping center located in the B-3 (General Business) zoning district at the southeast corner of 75th Street and Lemont Road, commonly known as 7511 Lemont Road (PINs 09-29-300-008, 09-29-300-022, 09-29-300-023, 09-29-300-024, and 09-29-300-025).

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

2. Variations – Petition from Chestnut Court Darien IL, LLC for the following variations for the redevelopment of the Chestnut Court shopping center located in the B-3 (General Business) zoning district at the southeast corner of 75th Street and Lemont Road, commonly known as 7511 Lemont Road (PINs 09-29-300-008, 09-29-300-022, 09-29-300-023, 09-29-300-024, and 09-29-300-025). The variations are as follows:

- a. A variation to allow for ground-floor residential for a multifamily apartment building;**
- b. A variation to reduce the required parking ratio from 2 spaces per dwelling unit to 1 space per dwelling unit;**
- c. The construction of three (3) retail buildings totaling 107,165 square-feet and one 151,196 square-foot four-story 156-unit multifamily apartment building comprised of studio, one-bedroom and two-bedroom units, with residential amenities including a fitness room, club room, storage, and outdoor recreation areas, with an option to increase the number of units to a total of 166-units.**

Mr. Murphy reported that there would be several variations involved in the project: to allow ground-floor residential for a multifamily apartment building, to allow a reduction in the parking ratio from two spaces to one space per dwelling unit, and to allow the construction of the apartment building. He reported that the Planning and Zoning Commission voted to approve the variation for ground-floor residential 4-2, made a motion to approve the variation for a parking reduction and modified it to be from two to 1.5 spaces per dwelling unit, which carried unanimously 6-0, and for the remainder of the project they voted 4-2 to approve with a

modification to allow only 156 not 166 units. He further reported that the preliminary plat to re-subdivide also carried 6-0.

Mr. Gombac reported that item c on the original packet refers to the rezoning so would not be considered again, and that there had been a motion to require balconies which failed and would not be listed here as a condition.

Chairman Belczak clarified that the first variance would be to have ground-floor apartments as opposed to having retail on the first floor. He questioned if the petitioner would be able to discuss why it would be horizontal rather than vertical mixed-use.

Mr. Rustin stated that the existing retail structures are flimsy and would not be able to support residential on top. He stated that they would not be able to support the amount of retail on site, so to remove and replace it with multi-family would work structurally and from a density perspective.

Mr. Gombac requested comment from Mr. Rustin regarding how retail on the ground floor would be going by the wayside now.

Mr. Rustin stated that it depends on the development and the location, but many times the retail spaces are small and would limit the number of tenants interested in that space. He stated that they would look at the entire lot holistically.

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve PZC2024-09 – 7511 Lemont Road – Chestnut Court Darien IL LLC – Variations – A variation to allow for ground-floor residential for a multifamily apartment building.

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

Mr. Murphy reported that the PZC modified the request to allow 1.5 spaces per dwelling unit, which they believed would support the site and provide flexibility for the developer.

Mr. Rustin stated that the current scheme would support a 1.76 ratio.

Alderman Schauer questioned how many of each unit type there would be.

Mr. Rustin stated that the current mix would be 16 studios, 92 one-bedrooms and 48 two-bedrooms. He stated that the traffic study included a parking analysis which determined about a 1.25 ratio would work. He clarified that this would come out to about 274 parking spaces.

The Committee discussed modifying the motion to state minimum number of parking spaces.

Mr. Murphy recommended tying in the specific number of stalls to the building design so there would be no discrepancy between the design and the zoning code requirements.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve PZC2024-09 – 7511 Lemont Road – Chestnut Court Darien IL LLC – Variations – A variation to

reduce the required parking ratio from 2 spaces per dwelling unit to 1 space per dwelling unit with the following modification: there be a minimum of 270 parking spaces based on 156 units.

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

Mr. Murphy clarified the next vote.

Mr. Gombac reported that the developer had asked for up to 166 units and the Planning and Zoning Commission felt it would be more appropriate to stick with 156 units as a firm number.

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve a Motion to recommend a modified approval of the development plan, consisting of the development of three (3) retail buildings totaling 107,165 square feet and one 151,196 square-foot, four-story 156-unit multifamily apartment building, including studio, one-bedroom, and two-bedroom units, as well as residential amenities such as a fitness room, club room, storage, and outdoor recreation areas.

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

Mr. Murphy announced that the petition would move to the City Council meeting on June 2.

- i. **PZC2025-08 – 8337 Grandview Lane – Daniel Dobrzynski – A petition for a variation from Section 5A-5-8-2-4 of the City Code to permit a fence 6 feet in height within the corner side and rear yard of 8337 Grandview Lane, Darien IL 60561 (PIN 09-31-401-005).**

Mr. Murphy reported that the petitioner had an existing four-foot fence that bounded the corner side yard that he felt prevented privacy and so would request a variation to allow a six-foot fence. He reported that the petitioner had worked with his rear neighbor and they came up with an agreement to stagger the fence to ensure sight line distance.

There was some discussion amongst the Committee regarding past similar cases.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve PZC2025-08 – 8337 Grandview Lane – Daniel Dobrzynski – A petition for a variation from Section 5A-5-8-2-4 of the City Code to permit a fence 6 feet in height within the corner side and rear yard of 8337 Grandview Lane, Darien IL 60561 (PIN 09-31-401-005).

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

- j. **PZC2025-10 – 2330 Green Valley Road – Brennan O’Brien – A petition for a variation from Section 5A-5-8-2-4 of the City Code to permit a fence 6 feet in height within the corner side and rear yard of 2330 Green Valley Road, Darien IL 60561 (PIN 09-29-402-013).**

Mr. Murphy reported that this petition would be very similar to the previous one except that the neighbor to the north has a driveway placed further north so there would be no carve out. He stated that the neighbor would have no concern.

There was no discussion amongst the Committee.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve PZC2025-10 – 2330 Green Valley Road – Brennan O’Brien – A petition for a variation from Section 5A-5-8-2-4 of the City Code to permit a fence 6 feet in height within the corner side and rear yard of 2330 Green Valley Road, Darien IL 60561 (PIN 09-29-402-013).

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

- k. PZC2025-07 – 6624 Richmond Avenue – Maria Saenz – A petition from Maria Saenz for a plat of subdivision to subdivide the property at 6624 Richmond Avenue (PIN 09-22-104-056) into to lots, and a variation from Section 5A-7-2-5 of the City Code to allow for the creation of a lot less than 120 feet in depth within the Single Family Residence (R-2) District, which still meets the minimum lot area requirement.**

Mr. Murphy announced that the petitioner and staff would be requesting a continuance on this item and that the date would be determined in a later meeting.

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

There was no vote on this item.

- m. PZC2025-11 – 7415 Cass Avenue – Indvestia Darien LLC – Petition from Indvestia Darien LLC for a Special Use Permit to allow the establishment of a recreational facility/health club within an existing building located in the B-2 Community Shopping Center District at 7415 South Cass Avenue, Darien IL 60561 (PIN 09-27-108-033).**

Mr. Murphy reported that the petitioner would bring in Planet Fitness to the proposed location and that there had already been precedent established that would require a special use for gyms. He reported that the proposal included standard exercise equipment and that the proposed hours of operation would include some 24-hour operations. Mr. Murphy confirmed that the surrounding tenants would remain.

There was some discussion amongst the Committee regarding a concern with 24-hour operations interfering with City Code.

Mr. Murphy confirmed that there would be no issue.

There was some discussion regarding the nearest Planet Fitness, which are located in Woodridge and Downers Grove.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve PZC2025-11 – 7415 Cass Avenue – Indvestia Darien LLC – Petition from Indvestia Darien LLC for a Special Use Permit to allow the establishment of a recreational facility/health club within an existing building located in the B-2 Community Shopping Center District at 7415 South Cass Avenue, Darien IL 60561 (PIN 09-27-108-033).

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

- a. Motion – Approving the purchase of one Monroe 18” Rear Cross Conveyor Spreader for use on a truck #105 from Monroe Truck Equipment, in an amount not to exceed \$22,378.00.**

Mr. Gombac reported that this would be a piece of equipment that attaches to the back of a truck, replacing a previous piece of equipment purchased in 2019. He reported that this would provide a greater ROI for paving projects.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve a Motion approving the purchase of one Monroe 18” Rear Cross Conveyor Spreader for use on a truck #105 from Monroe Truck Equipment, in an amount not to exceed \$22,378.00.

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

- b. Motion – Accepting a proposal from Precision Pavement Making, Inc. at the proposed unit prices, in an amount not to exceed \$16,000.00 for the 2025 Road Striping Program.**

Mr. Gombac reported that the Road Striping Program would provide maintenance on some roads, including resurfacing and pavement marking, and would be taken out of MFT funds.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve a Motion accepting a proposal from Precision Pavement Making, Inc. at the proposed unit prices, in an amount not to exceed \$16,000.00 for the 2025 Road Striping Program.

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

- c. Motion – Accepting the proposal of a 12-month subscription for the Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600.**

Mr. Gombac reported that this would be a subscription for the seven cameras strategically located throughout town which track weather conditions and help in developing a proper plan

for de-icing and anti-icing. He reported that the cameras provide real-time data about conditions and the winter storm mode would pull data every 10 minutes, so they would be prepared before freezing occurs. Mr. Gombac reported that the budget would be split between streets and water and confirmed that they would work in sync with the in-ground detectors.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve a Motion accepting Accepting the proposal of a 12-month subscription for the Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600.

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

- d. Motion – Authorizing the purchase of sewer truck nozzles, headsets and accessories from Standard Equipment Company for the Vactor Equipment, at the proposed unit prices in an amount not to exceed \$25,721.50.**

Mr. Gombac reported that this would be additional equipment utilized by anyone with a jetter truck. He reported that these tools have a shelf life, and this would be a cutting device and pipe cleaner for the jetter truck to make sure the environment is as clean as possible. He further reported that the Motion would include headsets that may be provided through grant opportunities. Mr. Gombac reported that this would be an OSHA compliance program that would be a qualifier for hearing aid protection.

There was some clarification regarding budget amounts.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve a Motion authorizing the purchase of sewer truck nozzles, headsets and accessories from Standard Equipment Company for the Vactor Equipment, at the proposed unit prices in an amount not to exceed \$25,721.50.

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

- e. Motion – Accepting a proposal from Samsara, Inc., for the hardware and accessories to accommodate the installation and software of the fleet tracking and licenses for a three-year contract and extension in an amount not to exceed \$5,066.11 for the first year terms.**

Mr. Gombac reported that this would be the monitoring equipment that would go inside all the cabs so that the Superintendent and Foreman would be able to track what type of application rate, how many tons, how fast, what the route is, etc. the spreader put down. He reported that this would also provide a front camera to be able to tell if a mailbox was hit.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve a Motion accepting a proposal from Samsara, Inc., for the hardware and accessories to accommodate the installation and software of the fleet tracking and licenses for a three-year contract and extension in an amount not to exceed \$5,066.11 for the first year terms.

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

- f. Motion – Accepting a proposal for the purchase and installation of a tank monitor for the replacement of the public works fuel tank gauge from B & K Equipment in an amount not to exceed \$14,699.41.**

Mr. Gombac reported that this item would be federal compliant to replace and update intake fuel probe equipment. He reported that this would monitor any type of leak and have a file of receipts for the state fire marshal.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve a Motion accepting a proposal for the purchase and installation of a tank monitor for the replacement of the public works fuel tank gauge from B & K Equipment in an amount not to exceed \$14,699.41.

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

- g. Resolution – Authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a cost share of a right-of-way enhancement project at the southeast corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.**

Mr. Gombac reported that the concept for the project started in 2023 and included approved preliminary engineering and an IGA with DuPage County to remove and replace the existing fence. He reported that the preliminary designs and plats would not allow the City to do any additional work beyond the property line, and so there is now a land negotiation with the residents. He further reported that the guardrail would be removed, there would be a new structural wall with a fence over it, the sidewalk would be moved approximately seven feet with an increased grass area, and the terminus at Linden and Plainfield would be widened.

Mr. Gombac reported that the County would take on all cost of the land acquisitions. He reported that the project cost increased to \$876,000 and that the County would reimburse the City \$452,000. He further reported that this would be long-term proof and clarified that five feet of the easement would become Darien property.

There was some clarification of the proposed layout.

Alderman Schauer questioned how much wider Linden would be.

Mr. Gombac reported that it would be at least 10 feet wider.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve a Resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a cost share of a right-of-way enhancement project at the southeast corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.

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

- h. PZC2025-09 – Approval of a text amendment to Title 6B of the City Code, Street Division, to add Chapter 8, establishing a Tree Protection Ordinance.**

Mr. Gombac reported that this item would relate to the \$100,000 subgrant awarded to the City which required a tree protection ordinance to be codified. He reported that the ordinance would include definitions and tree planting standards and would protect trees from any resident damage and give Darien an opportunity to put up replacement trees.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve PZC2025-09 – Approval of a text amendment to Title 6B of the City Code, Street Division, to add Chapter 8, establishing a Tree Protection Ordinance.

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

- o. Minutes – April 28, 2025 Municipal Services Committee**

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve the April 28, 2025 Municipal Services Committee.

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

Director's Report

Mr. Gombac stated that he would have no report but would answer any questions from the Committee.

Alderman Schauer questioned how the trucks were doing.

Mr. Gombac reported that the equipment was looking good and that his truck was in the shop.

Alderman Schauer questioned what was happening with the Ashbrook and Cass stoplight.

Mr. Gombac reported that there had been a timing problem at the intersection with the leg on one of the loops and that the County would be upgrading cameras for timing.

Next Scheduled Meeting

Chairperson Thomas Belczak announced that the next meeting is scheduled for June 23, 2025.

ADJOURNMENT

With no further business before the Committee, the meeting was adjourned at 7:49 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belczak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman