

AGENDA
****RESCHEDULED MEETING****
Municipal Services Committee
September 16, 2024
6:30 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **Old Business**
4. **New Business**
 - a. **PZC2024-08** - **620 Maple Lane – James and Elizabeth Green**
Involves a petition from James Green requesting the following:
The petition is seeking approval of a variation request from Section 5A-5-9-2(A)(2)(b)(1) of the City Zoning Code to allow for the construction of a 10-foot by 10-foot shed to be partially within the public utility easement and located within five feet of the rear lot line. The property is located within the Single-Family Residence Zoning District (R-2).
 - b. **Resolution** - Releasing the Letter of Credit, Instrument No 20006643511, in the amount of \$974,992 for the -Darien Heights-2305 Sokol Court-Darien, IL, and accepting a security bond for the following: 1. One Year Public Improvement Maintenance Security in an amount of \$97,499 and 2. Three Year Native Planting Maintenance Security in an amount of \$15,000.
 - c. **Ordinance** – Authorizing the disposal of surplus property.
 - d. **Resolution** – Accepting a proposal at the unit prices for polyurethane sidewalk raising and curb sealing from ACME Concrete Raising & Repair in an amount not to exceed \$20,300.
 - e. **Resolution** - Awarding a contract extension to Yellowstone Landscape Group in an amount not to exceed \$173,215 for the City's 2024/25 Tree Trimming and Removal Program Section No. 1 and annual contract.
 - f. **Resolution** - Awarding a limited contract to Homer Tree Care, Inc., in an amount not to exceed \$178,750 for the City's 2024/25 Tree Trimming and Removal Program Section No. 2.
 - g. **Minutes** – **August 26, 2024** Municipal Services Committee
5. **Director's Report**
6. **Next scheduled meeting** – Monday, October 28, 2024
7. **Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
SEPTEMBER 16, 2024

CASE

PZC2024-08

Variation

James Green – 620 Maple Lane

ISSUE STATEMENT

Petitioner (James Green) seeks approval of a variation request from Section 5A-5-9-2(A)(2)(b)(1) of the Darien Municipal Code to allow for the construction of a 10-foot by 10-foot shed to be partially within the public utility easement and located within five feet of the rear lot line. The property is located within the Single-Family Residence Zoning District (R-2).

GENERAL INFORMATION

Petitioner:	James Green
Property Owner:	James and Elizabeth Green
Property Location:	620 Maple Lane
PIN Number:	09-22-407-022
Existing Zoning:	Single-Family Residence Zoning District (R-2)
Existing Land Use:	Detached Single-Family Home
Comprehensive Plan:	Low Density Residential
Surrounding Zoning & Uses	
North:	Single-Family Residence (R-2); Single-Family
East:	Single-Family Residence (R-2); Single-Family
South:	Single-Family Residence (R-2); Single-Family
West:	Single-Family Residence (R-2); Single-Family
Size of Property:	0.35 Acres
Floodplain:	N/A
Natural Features:	N/A
Transportation:	The petition site gains access from Maple Lane via a driveway.

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

- 1) **APPLICATION**
- 2) **JUSTIFICATION NARRATIVE**
- 3) **SITE PLAN**
- 4) **PLAT OF SUVEY**
- 5) **SIGNED PETITION**
- 6) **SHED SPECIFICATIONS**
- 7) **SITE PHOTOS**

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)**A. DRAINAGE EVALUATION EMAIL****PLANNING OVERVIEW/DISCUSSION**

The subject property is part of the Hinsbrook Unit #6 Subdivision. The parcel is improved with a single-family residence and is fairly flat. The petition site totals 0.35 acres in size and is zoned

Single-Family Zoning District (R-2). As depicted on the plat survey, an 8.2-foot by 8.2-foot detached shed was previously located within the public utility easement with 3.8-foot and 12.5-foot setbacks from the rear (north) and side (east) property lines respectively. The shed is a nonconforming structure due to a portion of it being within the public utility easement and has been demolished. The petitioner wishes to construct an 8-foot tall, 10-foot by 10-foot shed in approximately the same location. A portion of the proposed shed would be within the public utility easement with the same setback of 3.8-feet from the rear property line and an increased setback of 13.50-feet from the eastern side property line.

Under Section 5A-4-3-1(B) of the Darien Zoning Code, “additions may be made to existing nonconforming residential structures, including accessory structures, provided that addition extends no further than the existing nonconforming front, side, or rear yard for the lot” and the reconstruction, repairing, and rebuilding of a nonconforming building or structure is permitted under Section 5A-4-3-1(D).

However, the shed shown on the plat of survey has been completely demolished and the proposed shed is larger in size. Therefore, Section 5A-5-9-2(A)(2)(b)(1) of the Darien Zoning Code, “no detached accessory building or structure shall be erected, altered, or moved to a within that part of a rear yard located within five (5) feet of the rear lot line, or to those portions of the side lot line abutting such rear yard, or within any platted easement” would now apply and a variation is required.

City Staff have completed a site review and determined that the flow of storm water will not be affected by the shed within the easement (see email attached to this memo). Should the governing bodies approve the variation request, the property owner shall be responsible to remove the shed in the event that utility work will be required within the easement at the property owners’ expense. Typical utilities within rear yard easements are the following:

- Phone, Internet, Cable (AT&T, Comcast, etc.)
- Electrical Power (Commonwealth Edison)
- Sewer (DuPage County Sanitary District)
- Stormwater (City of Darien)

Site Plan Review & Findings of Fact

City staff has reviewed the petitioner submitted documents. The petitioner submitted a Justification Narrative with a detailed description of the project and requested relief, in addition to Findings of Fact that would support the application request. As mentioned above, those items are attached to this memo along with the proposed plat and site plan. For reference, the criteria the Planning and Zoning Commission and City Council votes on for City Variation requests are included below.

Variation Criteria:

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

- a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.*
- b) The plight of the owner is due to unique circumstances.*
- c) The variation if granted will not alter the essential character of the locality.*
- d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.*
- e) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which*

makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase. f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

- g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- h) Create Community Problem: The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.*
- i) Net Benefit: The positive impacts to the community outweigh the negative impacts.*
- j) Sacrifice Basic Protections: The variation, if granted, will comply with the purposes and intent of this title set forth in subsection 5A-1-2(A) of this title and summarized as follows: to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.*

PZC MEETING – 09/04/2024

The Planning and Zoning Commission reviewed this petition at its September 4, 2024 meeting. The petitioner was present and answered questions after staff’s introduction of the case. There were members of the public in attendance. Staff answered various questions from the Commission regarding the nature of the easement and location of the shed within the yard.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission made a motion to forward the case with a favorable recommendation to the Municipal Services Committee and City Council. The motion passed with a unanimous 7-0 vote.

COMMITTEE CONSIDERATION

As recommended/directed by the Municipal Services Committee.

DECISION MODE

This item has been placed on the September 16, 2024 City Council agenda for formal consideration.



ZONING APPLICATION

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

CONTACT INFORMATION

James Green (Applicant's Name)
James and Elizabeth Green (Owner's Name)
620 maple lane, Darien, IL 60561 (Address)
(630) 470-1977 (Telephone)
green9698@sbcglobal.net (Email)

PROPERTY INFORMATION

620 maple lane, Darien, IL 60561 (Property address)
0922407022 (PIN Number(s))
Zoning District
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

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

Requesting permission to build a 10x10 foot shed partially located in the backyard easement and 4 feet from the fence. It would be in the same location as the previous shed built over 28 years ago.

James Green (Applicant Signature)
1001 1/2 672 4165-7097

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that [Name] is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth. Given under my hand and seal, this 20 day of June 2024.

Notary Public

Table with 1 column and 4 rows: For office use only, Date Received, Case Number, Fee Paid, Hearing Date.



Proof of Ownership

- Tax Summary
- Taxes Due
- Pay Current Taxes Online
- Tax Payment History
- Tax Redemption
- Tax Adjustment
- Tax Status
- Special Assessments
- Mobile Home Information
- Supervisor of Assessment
- Assessed Value Current
- Assessed Value History
- Property Transfer History
- Conveyance History
- Exemptions Current
- Appeals History
- Split/Combine History
- General Profile
- Legal Description
- Map
- Map Viewer
- Pictometry
- Owner

PARCEL NUMBER: 09-22-407-022
 NBHD: 09NHB
 GREEN JAMES & ELIZABETH
 Tax Year: 2023 (Taxes Payable in 2024).

COUNTY #: 022
 ROLL: RP
 620 MAPLE LN
 DARIEN

Record Navigator

1 of 1
 Return to Search Results
 Tax Year 2023

Taxes Billed

Tax Year	Tax
2023	\$6,418.18
Total:	\$6,418.18

Property Tax by Entity

Entities	Rate:	Amount:
CITY OF DARIEN	0.243100	\$229.90
COLLEGE DU PAGE 502	0.190700	\$180.34
COUNTY OF DU PAGE	0.147300	\$139.30
DARIEN PARK DIST	0.334100	\$315.96
DOWNERS GR TWP RD	0.053600	\$50.70
DOWNERS GROVE TWP	0.031800	\$30.06
DU PAGE AIRPORT AUTH	0.013200	\$12.48
FOREST PRESERVE DIST	0.107600	\$101.76
GRADE SCHOOL DIST 61	3.072900	\$2,906.04
HIGH SCHOOL DIST 86	1.703500	\$1,611.00
INDIAN PRAIRIE LIBR	0.181600	\$171.74
TRI-STATE FIRE DIST	0.707300	\$668.90
Total:	6.786700	\$6,418.18

Actions

- Neighborhood Sales
- Printable Summary
- Printable Version

Reports

- CSV Export
- Estimate of Redemption
- Mobile Home Tax Bill
- Property Tax Receipt
- Property Tax Bill

Go

DuPage County
 421 N County Farm Road
 Wheaton, IL 60187
 630-407-0500

Hours
 Monday-Friday 8:00am-4:30pm

Location: Google Maps

Legal Disclosure
 Privacy Policy

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

REIMBURSEMENT AGREEMENT

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

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

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

James Green

Applicant's Name (print)

James Green

Applicant's Name (signature)

620 Maple Lane, Darien, IL 60561

Applicant's Address

6/25/24

Date

Date: July 8, 2024

Subject: Justification Narrative for building 10 x 10 ft shed partially in backyard easement

Jim and Elizabeth Green, residents at 620 Maple Lane in Darien are requesting a zoning variation to build a new 10x10 foot shed that will be located partially in the backyard easement area and 4 feet from the backyard fence.

Why is this variation requested? It will replace a slightly smaller shed the Greens used for over 28 years that was built by previous owners in this same spot in the easement area. The many hardship conditions listed below give evidence why locating this new shed in the same spot (and not elsewhere) is an important factor in maintaining the health and beauty of this backyard.

For a little background about Jim, my passion is landscaping and gardening. I was trained as a Master Gardener at the University of Illinois years ago. Over the years, I've carefully planted and designed landscape beds all around my yard containing carefully selected plants depending upon the sun/shade exposure, moisture, soil, shape of the yard and layout of the natural structures. My property has been used for charitable garden walks and I regularly volunteer my services as a Master Gardener for the county of DuPage.

Hardship conditions making it difficult to conform:

Like most backyards, sheds are best located near a border. Most of my backyard borders are an easement area (north and west sides) which restricts alternative shed placement. That remaining limited border sites for sheds are either blocked by trees, too narrow or already contain established garden plants and other natural structures preventing shed relocation.

1. The Northwest area of my backyard has a large tree that disallows shed placement along that border. Plus, there are established bushes along that fence. Next to the house, there is a unique shade garden. Besides having no room for access and looking completely out of place, having a shed here would destroy existing garden plants and hardscape. Not an option.
2. The Northeast part of the yard is simply too narrow for any shed placement. Plus, there are long established garden beds and many shrubs in that area. Not an option.
3. The East side of the yard (along the fence) is the only place in the backyard that gets consistent sun and therefore many valuable plants are established in this garden bed border including an exceptional Seven-son flower tree. Placing the 10x10 shed here would cause innumerable hardships destroying many plants, potentially causing drainage problems and blocking the view to the west for my neighbor John

Galan. There is no other spot to relocate these plants and they would die if transplanting was attempted. Not an option.

4. Moving the shed up another 6 feet or more in the open grass area would place the shed clearly towards the open area of the yard and look grossly out of place in the grass area. This is like placing a chair in the middle of your living room which would stick out like a sore thumb. Besides wasting space, it would block views of my garden (for both me and my neighbors) and likely cause unwanted shading on a portion of my garden. Not an option.
5. The cost of moving my shed (nearly 40% completed) would be a hardship. It is on a non-permanent foundation but moving it to another spot would still be a task (and expensive). Relocating this shed would destroy the vital layout of this landscape. This proposed spot in the easement is often wet and not ideal for planting so, all things considered, it is the ideal spot in my yard for a shed structure.
6. My yard was designated as a Certified Wildlife Habitat by the National Wildlife Federation and the Conservation Foundation. It has been carefully landscaped and designed with flora and hardscape to attract and sustain many birds, butterflies, dragonflies and other wildlife. Forcing a new shed location could greatly disturb the layout beneficial to this habitat.

The impact on the neighbors is none. They very much appreciate the beautiful gardens and landscape in my yard and are used to my property having a shed in the easement area for over 28 years. Nothing would change for them except there would be a beautiful shed to replace the old, dilapidated one. Utilities access won't be hindered, and drainage will not be affected. I've gotten permission from all 6 surrounding neighbors who signed my petition giving their approval to build a new 10 x 10 x 10 shed in the easement and in the same location as the old shed.

Decision Criteria

I have copied the decision criteria from the Justification Narrative and included my answers in **bold** letters.

2a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone. **Answer: Correct. Placement of a new shed in my backyard according to the Darien regulations would bring down my property values due to the ill placement (see hardships) and wasted property. I need this zoning variation to prevent these problems.**

2b. The plight of the owner is due to unique circumstances. **Answer: Yes**

2c. The variation if granted will not alter the essential character of the locality. **Answer: No detrimental change to the essential character of the locality but will enhance the surroundings.**

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted. **Answer: Yes, it would cause many hardships and decrease the appearance and appeal of this carefully landscaped yard. Locating this shed in any other backyard location would look very out of place, waste space and require extensive and expensive re-landscaping.**

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase. **Answer: My backyard is pie shaped with most of the border designated as easement. It also has many trees which prevent placement and ease access. There have been gardens and detailed landscaping established over the years which would cause many hardships if they were disturbed in any way. The site of the previous shed (partially in the easement) is the most sensible location in the whole backyard to build a new shed.**

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reducing the amount of variation required to make such improvements. **Answer: As mentioned previously, there are no other suitable locations along the backyard border, near the house or even somewhere in the grassy middle part of the yard. The backyard borders are primarily an easement area and established landmarks like trees or established gardens prevent relocation without incurring much hardship and expense. Near the house would not work due to trees and narrow space. Locating the shed in the open lawn area would look terrible, waste a lot of space and stand out like a sore thumb. The smallest solution is to allow the new shed to be built partially in the easement where the previous shed was located.**

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties. **Answer: No neighbor problem. Neighbors really appreciate my landscaped yard, and they gave their permission on a signed petition to rebuild the shed where the previous shed was located for over 30 years and never caused an issue. There is no problem with drainage as the shed does not have a permanent foundation. Utility lines can be run under the shed if necessary. If the utility company needs the shed to be moved to do some work, it is my responsibility to move the shed. I've always known that and never had any problems with utility companies having the old shed at this**

spot ever! I'm simply replacing a shed nearly the same size in the same spot as the previous shed that was there over 28 years.

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community but will not cause an unreasonable burden or undesirable result within the community. **Answer: Don't believe so. I believe this is not really a big deal to most of my neighbors and the ones who surround me willingly gave their signed approval. I absolutely believe this issue, if granted, will be forgotten quickly and not cause any undesirable burden to the community.**

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts. **Answer: Absolutely! This custom-built shed will be beautiful and blend aesthetically with the of the rest of the yard to enhance the looks and value of the whole surrounding area. My property has been used for charitable garden walks while providing a beneficial wildlife habitat. Neighbors and visitors appreciate my yard being well landscaped and beautiful while attracting birds, butterflies, beneficial insects and other wildlife. I think this property provides a great benefit to the community.**

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

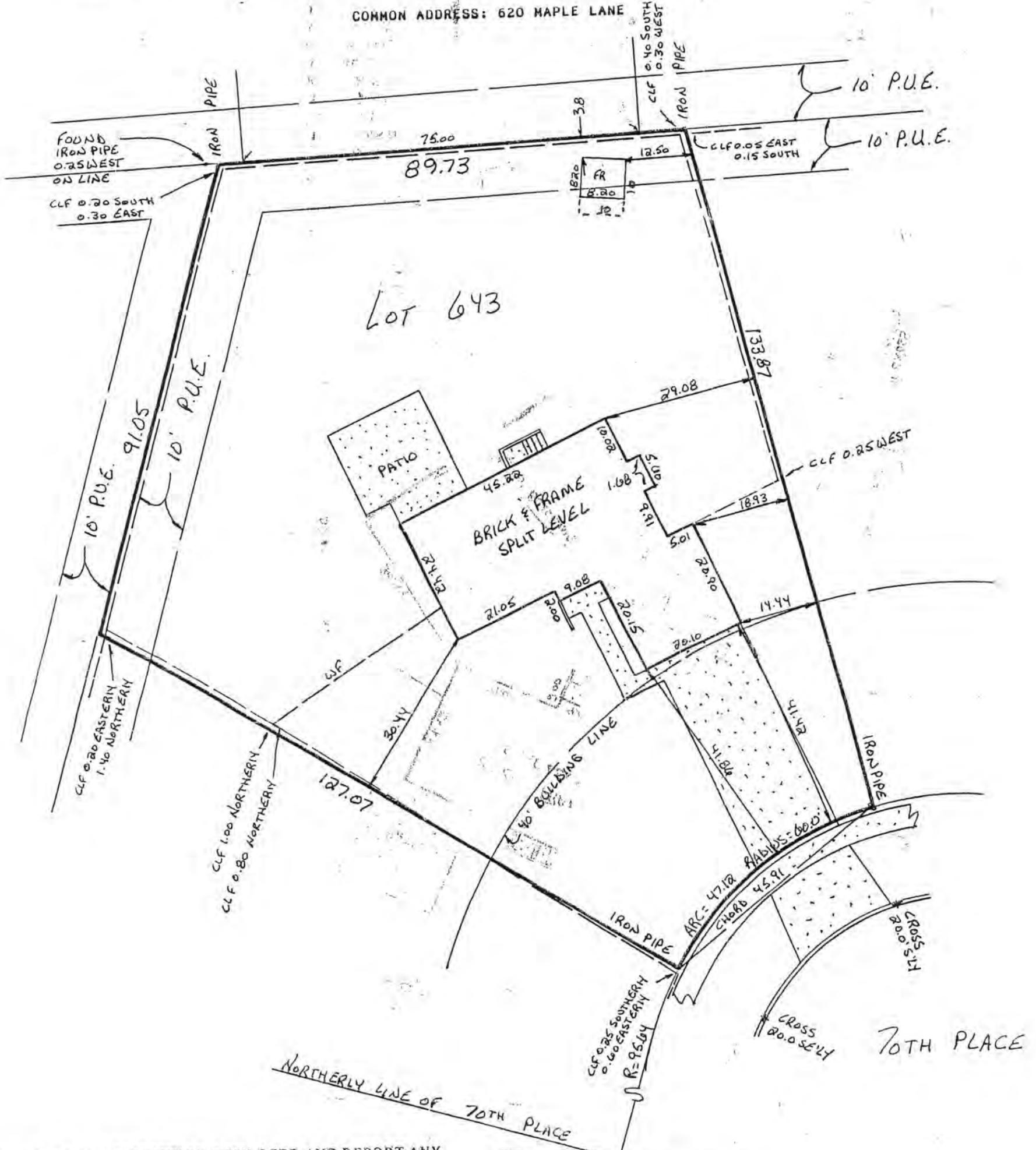
SITE PLAN



Plat of Survey

LOT 643 IN HINSBROOK UNIT 6, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, AND RESUBDIVISION OF LOT 578 IN HINSBROOK UNIT 5, A SUBDIVISION OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID HINSBROOK UNIT 6, RECORDED OCTOBER 6, 1967 AS DOCUMENT NUMBER R67-40423, AND CERTIFICATE OF CORRECTION FILED JANUARY 8, 1968 AS DOCUMENT NUMBER R68-759, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: 620 MAPLE LANE



COMPARE LEGAL DESCRIPTION WITH DEED AND REPORT ANY DISCREPANCY IMMEDIATELY. A TITLE COMMITMENT WAS NOT FURNISHED FOR USE IN PREPARATION OF THIS SURVEY. IF A TITLE COMMITMENT WAS NOT FURNISHED, THERE MAY BE EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT SHOWN ON THIS PLAT. THIS PLAT DOES NOT SHOW BUILDING RESTRICTIONS ESTABLISHED BY LOCAL ORDINANCES. LOCAL AUTHORITIES MUST BE CONSULTED REGARDING ANY RESTRICTIONS. DO NOT SCALE DIMENSIONS FROM THIS PLAT. NO EXTRAPOLATIONS SHOULD BE MADE FROM THE INFORMATION SHOWN WITHOUT PERMISSION OF SCHOMIG LAND SURVEYORS, LTD. THIS PLAT IS NOT TRANSFERABLE. ONLY PRINTS WITH AN EMBOSSED SEAL ARE OFFICIAL COPIES.

SURVEYED: APRIL 15, 1996.
BUILDING LOCATED: APRIL 15, 1996.
ORDERED BY: PAV REALTY
PLAT NUMBER: 92NB30

SCALE 1" = 20'

STATE OF ILLINOIS }
COUNTY OF COOK } ss.



WE, SCHOMIG LAND SURVEYORS, LTD. AS ILLINOIS LICENSED PROFESSIONAL LAND SURVEYORS, HEREBY CERTIFY THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED IN THE CAPTION TO THE PLAT HEREON DRAWN AND THAT THE SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT AND ARE CORRECT AT A TEMPERATURE OF 68 DEGREES FAHRENHEIT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS.

- I.P. = IRON PIPE
- C.L.F. = CHAIN LINK FENCE
- D.E. = DRAINAGE EASEMENT
- W.F. = WOOD FENCE
- P.U.E. = PUBLIC UTILITY EASEMENT
- B.L. = BUILDING LINE

Bruce W. Schomig
PROFESSIONAL ILLINOIS LAND SURVEYOR

Date: June 26, 2024

Hello neighbors –

After 28 years, Jim and Betty Green (residents at 620 Maple Lane in Darien) are replacing the decayed shed on their property with a newly constructed shed in the same spot located partially in their backyard utility easement area and approximately 4 feet from their backyard property line. According to Darien city regulations, building a shed in the easement area (where certain utility lines run) requires a zoning variance on our part and permission from our surrounding neighbors verifying they have no objections. That is the reason for this document.

Before we purchased the property, the previous owners built a shed in the easement area and there had never been any issues with its location. It sat unobstructed on multiple posts in the ground offering necessary access for utility work and excellent drainage. We assumed that we could build a new shed in the same spot until the city notified us that requires a variance.

We did investigate locating this new shed at other sites in our backyard, but they were not good options. Most of our backyard borders are designated as easement areas. If we moved the shed forward off the easement, it would place it oddly near the middle of our yard which is not acceptable. Other possible backyard sites considered are already occupied with landscaping and valued shrubs while locations near the house are too narrow or blocked by trees and shrubs. Thus, we determined the present shed location (partially in the easement area) is by far the best place to rebuild our new shed.

We wanted to assure our neighbors that the new shed simply replaces our old shed and does not cause ANY change, obstruction, hardship or loss of value to neighboring property. We are simply replacing a run-down shed with a beautiful, non-permanent and slightly larger shed which provides easy access for utility work, will not inhibit drainage and enhances the looks of the neighborhood. We feel this shed and the surrounding area will look spectacular!

We ask you to please sign this document to verify to the city of Darien that we have notified our neighbors of this new construction, and they have no objections.

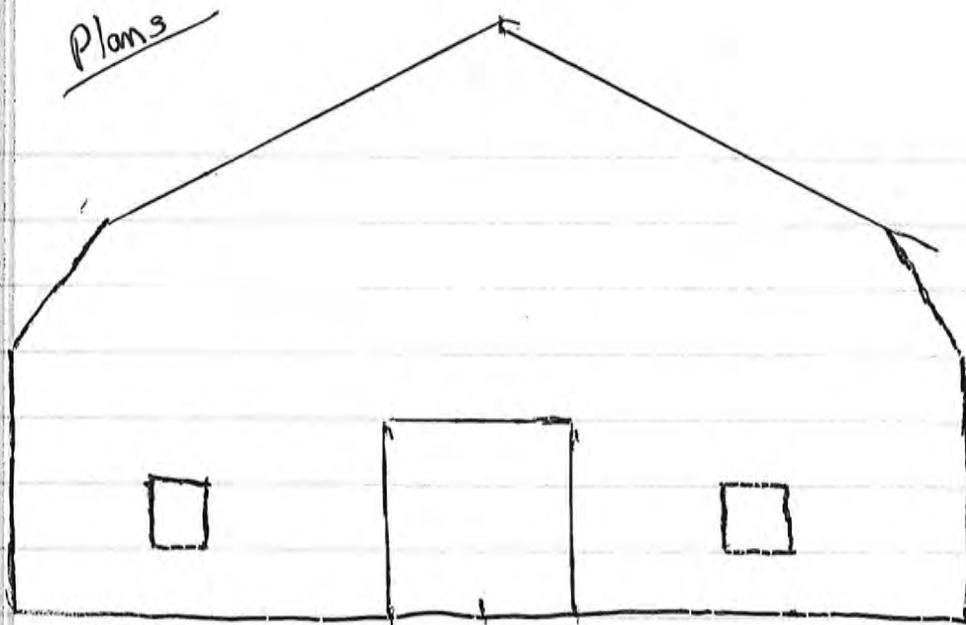
Thank you,

Jim Green Betty Green

Jim and Betty Green

Note: Please sign your name and address if in agreement.

1. Hannebre Bindeen 629 70th St., Darien, IL 60561
2. Juda Demflin 625 70th St Darien IL 60561
3. Kathleen Madden 702 Maple Darien IL 60561
4. ^{JOE Amari +} Jerry Vitacco 621 70th St. Darien IL 60561
5. Kalan 618 MAPLE DARIEN IL 60561
6. [Signature] 622 Maple Lane
Darien 60561



2X4 16" O.C.

2X8 FRAME FOR DECK

1/2" PLYWOOD FOR WALLS & ROOF

3/4" PLYWOOD FOR DECK

DOOR SIZE 3'6" X 6'4"

WINDOW SIZES 14.5" X 21.5"

BUILDING OVERALL DIMENSION 10' X 10'

OVER ALL HEIGHT 9' 3"

DISTANCE FROM NORTH PROPERTY 3' 8"

DISTANCE FROM EAST PROPERTY 13' 5"

Previous shed dimensions (see Plot of Survey)

Building overall dimension 8.20 x 8.20

Overall Height 8'

Distance from North Property 3' 8"

Distance from East Property 12' 5"

Proposed picture of 10x10 shed once completed



Ranae and I just wanted to tell you how happy we are with our shed. It looks exactly how we envisioned. Thank you for working with us to give us the custom look we wanted. It was a pleasure doing business with you.

*Sincerely,
Gale & Ranae
Helpingstone*

Payment Options

Cash Sale: Minimum 10% down. Balance due upon delivery.

Rent-to-Own: 36-month plan. You own the building when all the payments are made.

Deposit needed + 1 month's rent and a \$35.00 processing fee.

Deposit amount varies according to building size—

- 8' wide-\$100
- 10' wide-\$150
- 12' wide-\$200
- 14' wide-\$300
- 16' wide-\$400

Deposit fully refundable with purchase of building.

Rent-To-Own Does it make sense?

Our rent-to-own program is a great way to get started towards owning your own shed! Why rent out-of-the way, inaccessible storage units with never-ending payments when you can rent a shed in your own back yard and after 36 months own it?

Features and benefits of Rent-To-Own:

- No credit check
- Instant Approval - No need to wait to get the building of your dreams!
- Month by month agreement
- Multiple payment options (online, by phone, autopay, E-billing)
- Early Purchase Option (EPO): There is no fee to purchase early

Save money with our early payoff option. 60% of all previous rental payments will go toward the initial cash price of the building.

I ordered a 14x32 Vinyl Garage. This was the absolute best. From ordering, to the follow-up call, till it was delivered. The building was placed exactly where I wanted and leveled at no charge. The whole experience and building were perfect!

-Troy E.

17 If you move, your building becomes a financial burden, or you no longer need it for any reason, simply give us a call and we will gladly pick it up. There will be no adverse effects on your credit score.













MEMO

Dan Gombac

From: Kris Throm
Sent: Friday, July 19, 2024 1:51 PM
To: Dan Gombac
Cc: Regina Kokkinis
Subject: RE: 620 Maple

Dan,

The shed sits approximately 3.5' from back property line and 12.5' from side property line. It appears that they have left a pathway for the water to flow behind the shed. In my opinion the shed presents no more of an issue than the rest of the landscaping/plantings in their yard.

Thanks,

Kris Throm

Superintendent of Municipal Services

1041 S. Frontage Rd., Darien, IL 60561

Email: kthrom@darienil.gov

Cell: (630) 524-3453 |

Connect with the City of Darien!



From: Dan Gombac <dgombac@darienil.gov>
Sent: Monday, July 15, 2024 9:26 AM
To: Kris Throm <kthrom@darienil.gov>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>
Subject: 620 Maple

Kris

Pls review the back yard placement of the shed to determine whether there is impact to the drainage. The shed is within the easement. Pls measure the distance of the shed from the rear and side fence/PL. Provide a narrative.

AGENDA MEMO
Municipal Services Committee
September 16, 2024

ISSUE STATEMENT

Approval of a [resolution](#) releasing the Letter of Credit, Instrument No 20006643511, in the amount of \$974,992 for the -Darien Heights-2305 Sokol Court-Darien, Il, and accepting a security bond for the following:

1. One Year Public Improvement Maintenance Security in an amount of \$97,499
2. Three Year Native Planting Maintenance Security in an amount of \$15,000

BACKGROUND

On August 23, 2022, a Letter of Credit was secured in the amount of \$974,992 from Old National Bank, attached and labeled as [Exhibit A](#), for specific infrastructure and specific establishment of native plantings as they relate to the Dupage County Storm Water Ordinance requirements. On September 6, 2024, the City of Darien accepted the public improvements associated with the Darien Heights Development. The City Engineer, see Attached letter labeled as [Attachment A](#), and City Staff have conducted a final field inspection and verified there are no outstanding issues.

During this maintenance period the developer is required to maintain securities on file for the following:

1. One Year Public Improvement Maintenance Security in an amount of \$97,499 - Expires September 16, 2025.
2. Three Year Native Maintenance Planting Security in an amount of \$15,000-Pending annual progress reports, the security may be released at a rate of up to \$5,000 per year. The Native Planting maintenance security shall be released on September 16, 2027 upon a final report for the establishment of the native vegetation.

STAFF RECOMMENDATION

Approval of resolution releasing the Letter of Credit, Instrument No 20006643511, in the amount of \$974,992 for the -Darien Heights 2305 Sokol Court-Darien, Il, and accepting a security bond for the following:

1. One Year Public Improvement Maintenance Security in an amount of \$97,499
2. Three Year Native Planting Maintenance Security in an amount of \$15,000

DECISION MODE

This item will be placed on the September 16, 2024, City Council Agenda, New Business, for formal approval.

MEMO

BD

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 6, 2024

City of Darian
1702 Plainfield Road
Darien, Illinois

Attention: Dan Gombac

Subject: 2305 Sokol Court
Development Security Release and Maintenance Period
(CBBEL Project No. 950323.H0232)

Dear: Dan

As requested, we have prepared this letter to state that we have confirmed that all site improvements at the above development are now complete, and we have no objection to the site proceeding to the Maintenance Period as detailed in Section 5B-1-9.C of City Code. This section provides that the developer shall post a development maintenance security in the amount of 10% of the original development security. We also note that the establishment of native vegetation in the detention basin requires a three-year maintenance and monitoring period to assure a successful establishment of the native vegetation. The Maintenance Security may be released at the end of the one-year period if all improvements continue to be in good order. The security for native planting maintenance and monitoring may be reduce by \$5000 each year if sufficient progress is demonstrated in the establishment of the basin.

The original letter of credit was in the amount of \$974,992, therefore the Maintenance Security should be in an amount of no less than \$97,499. The security for the three-year maintenance and monitoring of native plantings in the detention basin shall be in an amount of no less than \$15,000.

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

Sincerely,



Daniel L. Lynch, PE, CFM
Vice President, Head Municipal Engineering Department

RESOLUTION _____

A RESOLUTION RELEASING THE LETTER OF CREDIT, INSTRUMENT NO 20006643511, IN THE AMOUNT OF \$974,992 FOR THE -DARIEN HEIGHTS-2305 SOKOL COURT-DARIEN, IL, AND ACCEPTING A SECURITY BOND FOR THE FOLLOWING: 1. ONE YEAR PUBLIC IMPROVEMENT MAINTENANCE SECURITY IN AN AMOUNT OF \$97,499 AND 2. THREE YEAR NATIVE PLANTING MAINTENANCE SECURITY IN AN AMOUNT OF \$15,000

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

SECTION 1: The City Council of the City of Darien hereby authorizes the release of the Letter of Credit, Instrument No 20006643511, in the amount of \$974,992 for the -Darien Heights-2305 Sokol Court-Darien, Il, and accepting a security bond for the following: 1. One Year Public Improvement Maintenance Security in an amount of \$97,499 and 2. Three Year Native Planting Maintenance Security in an amount of \$15,000, a copy of which is attached hereto as “[Exhibit A](#)”.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY



IRREVOCABLE STANDBY LETTER OF CREDIT NO: 20006643511

ISSUE DATE: AUGUST 23, 2022

BENEFICIARY: CITY OF DARIEN
1702 PLAINFIELD ROAD
DARIEN, IL 60561

APPLICANT: 2305 SOKOL APARTMENTS, LLC
3949 ANN ARBOR DRIVE
HOUSTON, TX 77063

ISSUING BANK: OLD NATIONAL BANK
600 N. ROYAL AVE.
EVANSVILLE, IN 47715
ATTN: LETTERS OF CREDIT DEPARTMENT

EXPIRY DATE: AUGUST 23, 2023

LADIES AND GENTLEMEN:

AT THE REQUEST AND FOR THE ACCOUNT OF THE ABOVE REFERENCED APPLICANT, WE HEREBY ISSUE OUR IRREVOCABLE STANDBY LETTER OF CREDIT (THE "LETTER OF CREDIT") IN YOUR FAVOR IN THE AMOUNT OF NINE HUNDRED SEVENTY-FOUR THOUSAND NINE HUNDRED NINETY-TWO AND ZERO/100TH DOLLARS (\$974,992.00) IN U.S. DOLLARS AVAILABLE WITH US AT OUR ABOVE OFFICE BY PAYMENT AGAINST PRESENTATION OF THE FOLLOWING DOCUMENTS ("DRAWING DOCUMENTATION"):

1. A DRAFT DRAWN ON US AT SIGHT IN THE FORM ATTACHED HERETO AS ANNEX A, WITH BLANKS FILLED IN.
2. THE ORIGINAL OF THIS STANDBY LETTER OF CREDIT AND ANY AMENDMENTS THERETO.

EACH DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED WITH THE DOCUMENTS SPECIFIED IN THIS LETTER OF CREDIT AT OUR ABOVE OFFICE ON OR BEFORE THE ABOVE STATED EXPIRY DATE, OR ANY EXTENDED EXPIRY DATE IF APPLICABLE BY PERSONAL PRESENTATION, COURIER OR MESSENGER SERVICE.

IF BENEFICIARY PRESENTS PROPER DRAWING DOCUMENTATION TO US ON OR BEFORE THE EXPIRY DATE, THEN WE SHALL PAY UNDER THIS LETTER OF CREDIT AT OR BEFORE THE FIFTH (5) BUSINESS DAY. IF WE DETERMINE THAT DRAWING DOCUMENTATION IS NOT PROPER, THEN WE SHALL SO ADVISE BENEFICIARY IN WRITING, SPECIFYING ALL GROUNDS FOR OUR DETERMINATION, WITHIN FIVE (5) BUSINESS DAYS AFTER PRESENTMENT. AS USED HEREIN, "BUSINESS DAY" SHALL MEAN A DAY ON WHICH ISSUING BANK IS OPEN TO CONDUCT ITS LETTER OF CREDIT BUSINESS AND EXCLUDES ALL SATURDAYS, SUNDAYS, AND FEDERALLY DESIGNATED BANK HOLIDAYS.

PARTIAL AND/OR MULTIPLE DRAWS AGAINST THIS LETTER OF CREDIT ARE PERMITTED.

BENEFICIARY'S SIGHT DRAFT MAY BE SIGNED BY ANY AUTHORIZED OFFICER OR REPRESENTATIVE OF BENEFICIARY. WE SHALL HAVE NO DUTY OR RIGHT TO INQUIRE INTO THE

OLD NATIONAL BANK

Your bank. For life.™

VALIDITY OF OR BASIS FOR ANY DRAW UNDER THIS LETTER OF CREDIT OR ANY DRAWING DOCUMENTATION.

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED, WITHOUT AMENDMENT, FOR ONE (1) ADDITIONAL PERIOD OF ONE YEAR FROM THE EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE NOTIFY THE CORPORATE AUTHORITIES OF THE CITY OF DARIEN, BY LETTER FROM A RECOGNIZED COMMERCIAL SERVICE SUCH AS FEDEX OR UPS AT THE ABOVE ADDRESS THAT WE ELECT NOT TO AUTOMATICALLY EXTEND THIS LETTER OF CREDIT FOR ANY SUCH ADDITIONAL PERIOD. HOWEVER, IN NO EVENT SHALL THIS LETTER OF CREDIT BE AUTOMATICALLY EXTENDED BEYOND THE FINAL EXPIRY DATE OF AUGUST 1, 2024.

IF THE ORIGINAL LETTER OF CREDIT, OR ANY AMENDMENT THERETO, IS LOST, STOLEN, MUTILATED OR DESTROYED, THE ISSUER SHALL, UPON RECEIPT OF A REASONABLY SATISFACTORY INDEMNITY FROM THE BENEFICIARY, REPLACE THE ORIGINAL LETTER OF CREDIT, OR AMENDMENT THERETO, WITH A DUPLICATE MARKED AS A REPLACEMENT FOR THE ORIGINAL, WHICH THE ISSUER AGREES TO HONOR UPON PRESENTMENT AS IF IT WERE THE ORIGINAL.

SHOULD YOU HAVE OCCASION TO COMMUNICATE WITH US REGARDING THIS LETTER OF CREDIT, PLEASE DIRECT YOUR CORRESPONDENCE TO OUR ABOVE OFFICE, MAKING SPECIFIC MENTION OF THE LETTER OF CREDIT NUMBER INDICATED ABOVE.

EXCEPT AS FAR AS OTHERWISE EXPRESSLY STATED HEREIN, THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 590, AND AS TO MATTERS NOT GOVERNED BY THE ISP98, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.

OLD NATIONAL BANK

BY: Tena Villines

PRINTED: TENA VILLINES

TITLE: COMMERCIAL PRE-CLOSING & DOCUMENTATION MANAGER, AVP

ANNEX A
FORM OF SIGHT DRAFT

DATE: _____ [PRINT DATE]

TO: OLD NATIONAL BANK

AT SIGHT, PAY TO ORDER OF CITY OF DARIEN, THE SUM OF _____ DOLLARS
(\$ _____).

DRAWN UNDER LETTER OF CREDIT NO. 20006643511, DATED AUGUST 23, 2022.

BENEFICIARY:

_____ [PRINT NAME OF BENEFICIARY]

_____ [BENEFICIARY'S SIGNATURE]

BY: _____ [PRINT NAME OF SIGNATORY]



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

May 20, 2022

City of Darien
1702 Plainfield Road
Darien, Illinois

Attention: Jordan Yanke

Subject: 2305 Sokol Court
Development Security
(CBBEL Project No. 950323.H0232)

Dear: Jordan

As requested on May 19, 2022, we have reviewed the final Engineering Cost Estimate of Site Improvements for the above project prepared by Bono Consulting, Inc., and dated September 2, 2021. Our previous comments on the estimate have been addressed and we recommend that the attached estimate be used to establish the Development Security. Section 5B-1-6.C.2 of City Code provides that the development security be in an amount no less than 110% of the engineer's estimate. The estimate is in an amount of \$886,356.00, therefore the development security shall be in an amount of no less than \$974,992. A copy of the estimate is attached for reference.

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

Sincerely,

A handwritten signature in black ink, appearing to read 'Daniel Lynch', is written over a faint, circular embossed seal or watermark.

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

Cc Dan Gombac, City of Darien

Engineering Cost Estimate of Site Improvements						
Proposed Multi-Family Residence 2305 Sokol Court, Darien, IL						
(DATE: 8/21/21)			PREPARED BY: JAV			
ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	SUB-GROUP TOTAL	
Erosion Control Earth Moving						
Silt Fence	lin. ft.	1430	\$1.75	\$2,502.50	\$25,635.05	
Stabilized Construction Entrance	ea	1	\$600.00	\$600.00		
Strip Topsoil and Build Topsoil Stockpile	cu. yd.	2057	\$2.50	\$5,141.90		
Daily Street Cleaning	lump sum	1	\$2,500.00	\$2,500.00		
Concrete Washout	ea	1	\$65.00	\$65.00		
Sediment Basin	cu. yd.	185	\$30.00	\$5,555.56		
Inlet Protection Baskets	ea	18	\$500.00	\$9,000.00		
Orch Check	ea	1	\$250.00	\$250.00		
Site Preparation						
Tree Removal 3'-14"	ea	22	\$250.00	\$5,500.00		\$5,766.34
Tree Removal 15'-44"	ea	8	\$350.00	\$2,800.00		
Rough Grading and Preliminary Seeding	acre	0.06	\$1,200.00	\$72.00		
Fence Removal & Relocation	lin. ft.	0.00	\$13.00	\$0.00		
Excavation & Haul-off						
Excavation, Haul-off	cu. yd.	4590	\$30.00	\$137,700.00	\$137,700.00	
Storm Sewer						
\$105,971.00						
Shout	ea	3	\$400.00	\$1,200.00	\$105,971.00	
3" PVC SDR 21 force main	lin. ft.	58	\$22.00	\$1,276.00		
6" HDPE ADS N12WT	lin. ft.	37	\$22.00	\$814.00		
4" PVC SDR 35 [PERFORATED PIPE]	lin. ft.	160	\$22.00	\$3,520.00		
10" HDPE ADS N12WT	lin. ft.	457	\$38.00	\$17,366.00		
12" HDPE ADS N12WT	lin. ft.	373	\$45.00	\$16,785.00		
15" HDPE ADS N12WT	lin. ft.	84	\$55.00	\$4,620.00		
18" RCP CLASS IV	lin. ft.	12	\$75.00	\$900.00		
18" HDPE ADS N12WT	lin. ft.	86	\$65.00	\$5,590.00		
24" Catch basin	ea	5	\$1,500.00	\$7,500.00		
36" Catch Basin	ea	5	\$1,800.00	\$9,000.00		
48" Catch Basin	ea	2	\$2,800.00	\$5,600.00		
60" Catch Basin	ea	3	\$3,500.00	\$10,500.00		
Ultrasound	ea	1	\$15,000.00	\$15,000.00		
Trench Drain	lin. ft.	20	\$150.00	\$3,000.00		
12" PES	ea	1	\$1,200.00	\$1,200.00		
10" PES	ea	1	\$900.00	\$900.00		
Sanitary Sewer						
\$5,610.00						
Sanitary Service (8" PVC SDR 21 WMQ RPP)	lin. ft.	145	\$38.00	\$5,510.00		\$5,610.00
Clean out	ea	1	\$40.00	\$40.00		
Connection to Existing Service	ea	1	\$100.00	\$100.00		
Water Service						
\$27,840.00						
Water Service (8" DWP Class 52)	lin. ft.	204	\$100.00	\$20,400.00	\$27,840.00	
12" C900 Casing Pipe	lin. ft.	20	\$24.00	\$480.00		
5" Vent	ea	1	\$3,500.00	\$3,500.00		
Tap to Existing Main	ea	1	\$2,000.00	\$2,000.00		
Water Valves	ea	1	\$1,500.00	\$1,500.00		
Final Restoration						
\$431,174.08						
Final Grading and Lawn Establishment	sq. yd.	0.95	\$2.50	\$2.41	\$431,174.08	
Asphalt Pavement	sq. ft.	4,572	\$30.00	\$137,148.67		
Permeable Pavement	sq. ft.	72	\$30.00	\$2,160.00		
Curb & gutter	lin. ft.	1,072	\$30.00	\$32,160.00		
Sidewalk	sq. ft.	3,993	\$15.00	\$59,895.00		
Striping	lin. ft.	2,720	\$3.00	\$8,160.00		
Conc. Ramp	sq. ft.	2,915	\$30.00	\$87,450.00		
Sign Posts	ea	8	\$250.00	\$2,000.00		
Conc. Retaining Wall	sq. ft.	1,210	\$70.00	\$84,700.00		
Landscape & Parking Lot Lighting						
\$143,990.00						
Landscaping (Included fences & retaining walls)	-	1.00	\$123,990.00	\$123,990.00		\$143,990.00
3-Year Maintenance & Monitoring	-	1.00	\$5,000.00	\$5,000.00		
Lighting	-	1	\$15,000.00	\$15,000.00		
				TOTAL	\$888,356	

Note: This estimate was prepared using standard cost estimating practices. It is understood that Bono Consulting Inc. has no control over costs, the price of labor, equipment or materials, or over the Contractor's method of pricing.



AGENDA MEMO
Municipal Services Committee
September 16, 2024

ISSUE STATEMENT

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

BACKGROUND/HISTORY

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

	ITEM	QUANTITY	EXPLANATION
1	Monitor	1	Broken
2	HP Color Laserjet 4600 printer	1	Obsolete
3	Apple iPhone SE	17	Replaced
4	Apple iPhone plus	4	Replaced
5	Samsung phone	3	Replaced
6	iPhone cases – kickstand	10	Replaced
7	iPhone cases – other (back cover)	2	Replaced
8	iPhone case – Otterbox	1	Replaced
9	Computer mouse	1	Broken
10	Keyboards	2	Broken
11	HP ProBook 4530s	1	Replaced
12	Dell Computer	1	Obsolete

STAFF/COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the September 16, 2024 City Council Agenda for formal approval.

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

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

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 16th DAY OF September 2024

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
16th day of September, 2024.**

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

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

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

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

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

	ITEM	QUANTITY	EXPLANATION
1	Monitor	1	Broken
2	HP Color Laserjet 4600 printer	1	Obsolete
3	Apple iPhone SE	17	Replaced
4	Apple iPhone plus	4	Replaced
5	Samsung phone	3	Replaced
6	iPhone cases – kickstand	10	Replaced
7	iPhone cases – other (back cover)	2	Replaced
8	iPhone case – Otterbox	1	Replaced
9	Computer mouse	1	Broken
10	Keyboards	2	Broken
11	HP ProBook 4530s	1	Replaced
12	Dell Computer	1	Obsolete

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

ORDINANCE NO. _____

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September 2024

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September, 2024

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
September 16, 2024

ISSUE STATEMENT

A [resolution](#) accepting a proposal at the unit prices for polyurethane sidewalk raising and curb sealing from ACME Concrete Raising & Repair in an amount not to exceed \$20,300.

BACKGROUND/HISTORY

Staff is tasked annually with identifying and marking sidewalk squares that need replacement. Typical replacement consists of replacing vertical mismatches starting at approximately ¾ of an inch. An alternative method to removing and replacing sidewalk labs is referred to as Polyurethane Concrete Raising aka/mudjacking and was introduced in the 1980’s.

Mudjacking involves pumping what is usually a mix of mud and dirt underneath a sunken concrete surface to lift it back up to where it’s supposed to be. This approach adds additional weight to the underlying soil, which can result in the concrete resettling. Polyurethane Concrete Raising process also referred to as polyurethane slab jacking is less disruptive and involves drilling considerably smaller holes in the concrete. The polyurethane is then injected to the holes and leveled to the adjacent curb and gutter and adjacent sidewalk slab. Polyurethane concrete raising foam will not wash away from under the slab like mudjacking material. It is lightweight and is less likely to result in settling than adding heavy mud to already overburdened soil. The end result is the structural integrity of the walk is not affected by the raising.

Staff has identified an area that would benefit from this technology on Country Lane. The subdivision is constructed with concrete curb and gutter abutting the sidewalk. See [Attachment A](#). The curb and gutter remains structurally sound and the adjacent concrete sidewalk slabs within the subdivision have settled down from the curb up to approximately 1-inch and limited adjacent sidewalk slabs are mismatched. This method was deployed last year with successful results and are recommending to complete the second/final phase.

The FY24/25 Budget allocated funding for the 2nd phase to raise the concrete mismatches on Country Lane. Staff requested competitive quotes for the service and the results are attached as [Attachment B](#). ACME Concrete Raising & Repair submitted the lowest responsive proposal and references were verified with satisfactory responses. The Department is further requesting a contingency in the amount of \$2,000 for unforeseen work that may be required due to the slab jacking.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24-25 BUDGET	PROPOSED EXPENDITURE
25-35-4380	SIDEWALK RAISING-POLYURETHANE RAISING AND CURB SEALING	\$33,600	\$18,300
25-35-4380	SIDEWALK RAISING		\$ 2,000
TOTALS		\$33,600	\$20,300

STAFF RECOMMENDATION

Staff recommends a resolution accepting a proposal at the unit prices for Polyurethane sidewalk raising and curb sealing from ACME Concrete Raising & Repair in an amount not to exceed \$20,300.

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

This item will be placed on the September 16, 2024 City Council agenda for formal consideration.





CITY OF DARIEN 2024 SIDEWALK RAISING

due: Thursday September 5, 2024 10:00 a.m.

	multiplier quantity	unit	Raise-Rite Concrete Lifting		ACME Concrete Raising & Repair	
			unit cost	total cost	unit cost	total cost
City Sidewalk-Polyurethane Foamjacking- raise city sidewalk to match curb height to eliminatetrip	3,000	square foot	\$ 5.75	\$ 17,250.00	\$ 3.50	\$ 10,500.00
Caulk City Sidewalk at curb to seal joints & cracks with self leveling concrete stone colored caulk	1,300	lineal feet	\$ 15.00	\$ 19,500.00	\$ 6.00	\$ 7,800.00
				\$ 36,750.00		\$ 18,300.00

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL AT THE UNIT PRICES FOR POLYURETHANE SIDEWALK RAISING AND CURB SEALING FROM ACME CONCRETE RAISING & REPAIR IN AN AMOUNT NOT TO EXCEED \$20,300

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal at the unit prices for polyurethane sidewalk raising and curb sealing from ACME Concrete Raising & Repair in an amount not to exceed \$20,300, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS this 16th day of September 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CONCRETE POLYURETHANE FOAMJACKING POLYURETHANE CURB SEAL QUOTE REQUEST

				2024	
DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	UNIT COST	TOTAL COSTS
EXAMPLE:			15	\$ 1.00	\$ 15.00
CITY SIDEWALK -POLYURETHANE FOAMJACKING					
RAISE CITY SIDEWALK TO MATCH CURB HEIGHT TO ELIMINATE TRIP HAZARD	2,500 TO 5,000	SQUARE FOOT	3,000	\$ 3.50	\$ 10,500.00
SEAM SEAL					
CAULK CITY SIDEWALK AT CURB TO SEAL JOINTS & CRACKS WITH SELF LEVELING CONCRETE STONE COLORED CAULK	1,000 TO 1,500	LINEAL FEET	1,300	\$ 6.00	\$ 7,800.00
TOTAL COSTS					\$ 18,300.00
QUOTE AWARDED ON TOTAL COST					
Company Name:	ACME Concrete Raising + Repair				
Address:	324 S. Main St. Ste 105 Crystal Lake, IL 60014				
Submitted By:	Mike Featherling				
Date:	8-29-2024				
Telephone Number:	815-264-2200				
Fax Number:	SAME				
E-mail Address:	SCRV@acmeconcreteinc.com				
Authorized Signature:					

Submitted by: Mike Featherling

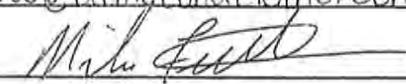
Vendor Name: ACME Concrete Raising + Repair

Address: 824 S. Main St, Ste. 105 Crystal Lake, IL 60014

Date: 8/29/2024

Phone: (815) 264-2200

E-mail Address: Service@acmeconcreteinc.com

Authorized Signature: 

The vendor shall provide three references with phone numbers below:

1. Village of Northbrook - Wally Maynard (847) 664-4118

2. Village of Roselle - Matthew Rasmussen (630) 671-2366

3. Village of Crystal Lake - Ernie Hagenow (815) 790-6987

Acceptance of Quote:

By:

_____ Date: _____

City of Darien

Authorized and Accepted:

By: _____

Title: _____

AGENDA MEMO
Municipal Service Committee
September 16, 2024

ISSUE STATEMENT

Approval of a [resolution](#) awarding a contract extension to Yellowstone Landscape Group in an amount not to exceed \$173,215.00 for the City's 2024/25 Tree Trimming and Removal Program Section No. 1 and annual contract

AND

Approval of a [resolution](#) awarding a limited contract to Homer Tree Care, Inc., in an amount not to exceed \$178,750 for the City's 2024/25 Tree Trimming and Removal Program Section No. 2

BACKGROUND/HISTORY

This year's tree trimming program consists of trimming approximately 3,500 parkway trees, limited tree removals and stump grinding. Please note, the City has 5 sections designated for tree trimming and one section is completed on a cycle every 5 years. Due to COVID the 2020/21 Tree Trimming Program was cancelled. The 2024/25 Budget includes funds to bring the program in sync within the 5-year cycles per section.

This year's section includes Sections 1 and II and is bordered by Cass Ave to Route 83 and Frontage Rd North to the 6600 Block, see attached aerial labeled as [Attachment A](#). Below are the subdivisions to be trimmed:

- | | |
|----------------------------|-------------------------------|
| ● Hinsbrook | ● Plainfield Highlands |
| ● The Woodlands of Darien | ● Farmingdale Heights |
| ● Clarefield | ● Marion Hills North |
| ● Marion Hills South | ● Brookdale |
| ● Farmingdale Terrace | ● Farmingdale Terrace South |
| ● Farmingdale Terrace West | ● High Point Circle |
| ● Portsmouth | ● Brookhaven #1 |
| ● Violet's Farm | ● Reflections of Hidden Lakes |

Due to the volume of work required for completion between December 1st through March, Yellowstone was unable to accommodate the entire inventory of 3,500 trees. As per the bid opening held on January 10, 2023, Homer Tree Care, Inc., the second responsive bidder was offered the opportunity for the entire inventory. Homer Tree Service also informed the City that they would not be in a position to handle the volume within the specified timeframe.

Staff negotiated with Yellowstone Landscape Group and Homer Tree Care, Inc., to extend proposals for each vendor to complete trimming of 1750 trees and any required removals at the unit prices proposed for 2024-25, the first extension, year 2 of a 3 year contract. [Attachment B](#).

This year's program includes contract pricing for the *Private Property Tree Trimming Program* to all the residents. The program would allow residents to have their private property trees trimmed or removed and stump grinding at the residents expense. The trimming includes removal of perished, diseased, interfering and weak branches, as well as removal of under branches as

requested. The bid included unit prices for Private Property Tree Trimming that would be paid for directly by the residents. The bid price for the Private Property tree trimming is listed below. This work will only be completed through Yellowstone as part of the 1st extension contract for 2024-25 Tree Trimming and Removal Program

Private Property Tree Trimming		
Tree Trimming – Front Yard	Each	\$180.25
Tree Trimming - Back Yard	Each	\$309.00
Tree Removal per BH (Front)	Per Inch	\$ 51.50
Tree Removal per DBH (Back)	Per Inch	\$103.00
Stump Grinding – Front	Each	\$103.00
Stump Grinding - Back	Each	\$154.50

The contract calls out for unit pricing for emergency services through November 30, 2025. Please find labeled as [Attachment C](#), the bid results that were opened on January 10, 2023. The City received three (3) responsive bids. The contract called out for contract extensions for 2024-25 and 2025-26 that may be exercised by the City. The contract extension would be the first of two extensions, year two (2) of a three-year contract. Yellowstone Landscape Group has serviced the City with satisfactory results.

Homer Tree Service will be providing services for the trimming of approximately 1,750 trees or a specified section with removals and stumping as required. The pricing schedule will be based on the 24/25 pricing as submitted by the vendor at the bid opening

The proposed expenditure would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 24/25 BUDGET	PROPOSED EXPENDITURE	LANDSCAPE RESTORATION	PROPOSED BALANCE
01-30-4375	Tree Trimming & Removal- YELLOWSTONE	\$187,578.00	\$173,215.00	\$5,000.00	\$9,363.00
01-30-4375	Tree Trimming & Removal- HOMER TREE SERVICE	\$170,560.00	\$178,750.00	\$00.00	(\$8,190.00)

*see attached detail sheet labeled as [Attachment D](#) for cost breakdown

STAFF RECOMMENDATION

Approval of a resolution awarding a contract extension to Yellowstone Landscape Group in an amount not to exceed \$173,215 for the City's 2024/25 Tree Trimming and Removal Program Section No.1 and annual contract

AND

Approval of a resolution awarding a limited contract to Homer Tree in an amount not to exceed \$178,750 for the City's 2024/25 Tree Trimming and Removal Program Section No. 2

ALTERNATE DECISION

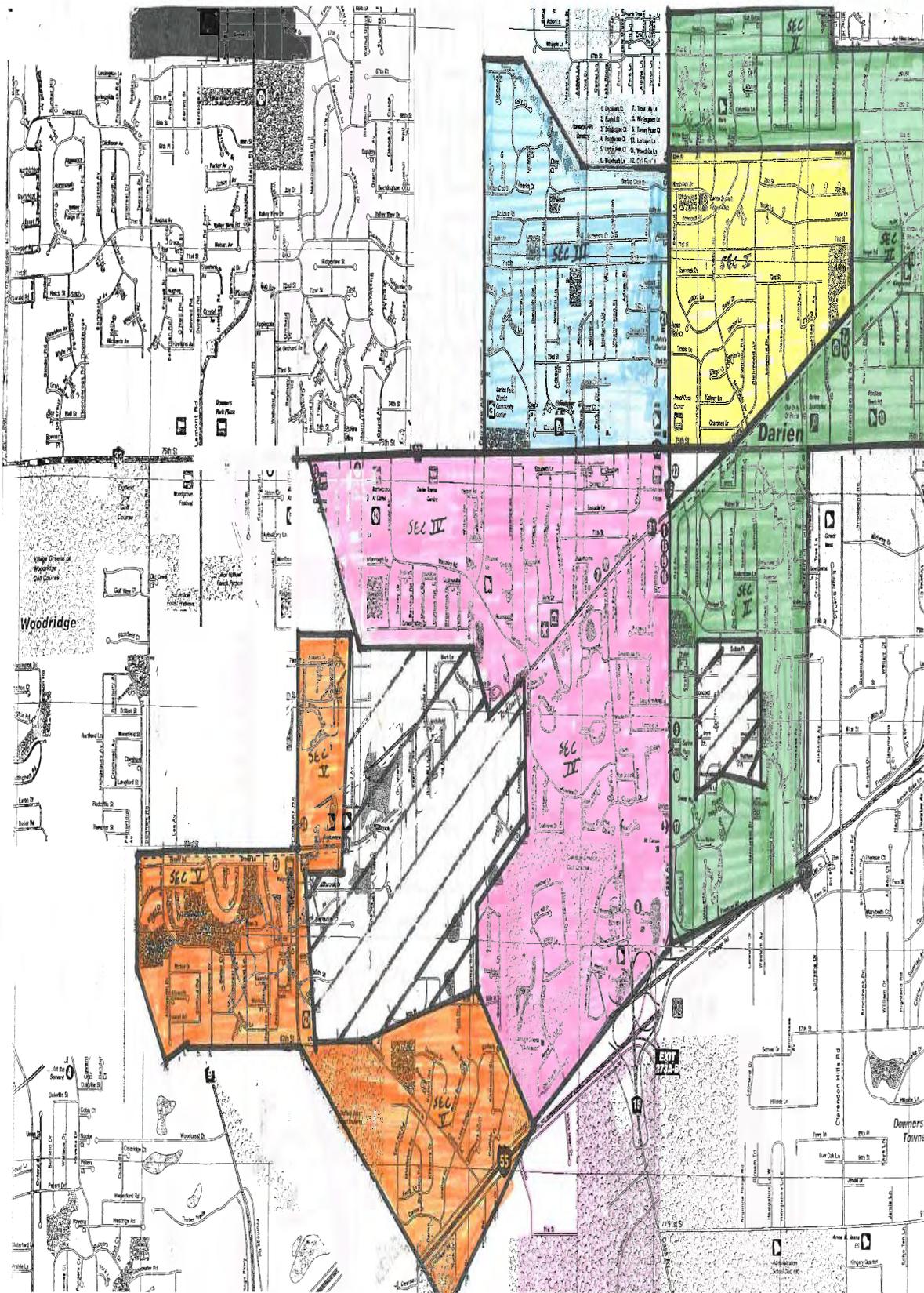
As directed by the Committee.

DECISION MODE

This item will be placed on the September 16, 2024 City Council agenda for formal consideration and subject to the FY24-25 Budget approval.

section 1 - yellow

section 2 - green



kinis

From: Dan Gombac
Sent: Wednesday, September 11, 2024 2:31 PM
To: Regina Kokkinis
Subject: FW: 2024-25 Tree Trimming RENEGOTIATE

B/U agenda for Homer

From: Ryan Countryman <RyanCountryman@homertree.com>
Sent: Friday, September 6, 2024 6:52 AM
To: Dan Gombac <dgombac@darienil.gov>
Cc: Bryon Vana <bvana@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>
Subject: RE: 2024-25 Tree Trimming RENEGOTIATE

Sounds good, I look forward to hearing back!

Thank you!

Ryan P. Countryman

Board Certified Master Arborist IL 5140B
 Certified Treecare Safety Professional 1093
 Tree Risk Assessment Qualified
 Homer Tree Care
 Residential/Municipal Division
 14000 S. Archer Ave.
 Lockport, IL 60441
 Main Office 815-838-0320

Ryancountryman@homertree.com



From: Dan Gombac <dgombac@darienil.gov>
Sent: Thursday, September 5, 2024 1:59 PM
To: Ryan Countryman <RyanCountryman@homertree.com>
Cc: Bryon Vana <bvana@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>; Jim Reiter <JimReiter@homertree.com>
Subject: RE: 2024-25 Tree Trimming RENEGOTIATE

CAUTION: This email originated from outside of the Homer Tree organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ryan,

Thank you for the correspondence and would like to accept the offer for the 1750 trees at your proposed unit prices for 24/25. Please note we need approval from the City Council and anticipate such by Sept 23.

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106 Mobile 630-514-2519

From: Ryan Countryman <RyanCountryman@homertree.com>

Sent: Wednesday, September 4, 2024 3:07 PM

To: Dan Gombac <dgombac@darienil.gov>; Jim Reiter <JimReiter@homertree.com>

Cc: Bryon Vana <bvana@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>

Subject: RE: 2024-25 Tree Trimming RENEGOTIATE

Good afternoon everyone,

We have discussed this at length here and we have some concerns about the quantity of trees. We can fit in the standard 1800 trees without issue, but tacking on an additional 1800 on top of that could pose a problem. If we get 2-3 weeks of bad weather delays this could pt us well past the due date.

I propose that we prune the 1800 late fall/early winter, we will then go complete the other contracts we are bound too. If the weather cooperates, we could prune 900-1800 trees late winter. If we cannot complete the 1800 we can tack the remaining trees onto next year.

Thoughts?

Thank you!

Ryan P. Countryman

Board Certified Master Arborist IL 5140B

Certified Treecare Safety Professional 1093

Tree Risk Assesment Qualified

Homer Tree Care

Residential/Municipal Division

14000 S. Archer Ave.

Lockport, IL 60441

Main Office 815-838-0320

Ryancountryman@homertree.com



From: Dan Gombac <dgombac@darienil.gov>

Sent: Tuesday, September 3, 2024 2:59 PM

To: Ryan Countryman <RyanCountryman@homertree.com>

Cc: Bryon Vana <bvana@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>
Subject: 2024-25 Tree Trimming RENEGOTIATE

CAUTION: This email originated from outside of the Homer Tree organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon Ryan,

Recently, the City requested of our current tree trimming vendor, Yellowstone, for an extension of the 24/25 contract. We further informed the vendor that the City is doubling the scope of trimming from 1,750 trees to approx. 3,500. The timeline to complete would also be modified from November 1, 2024 through April 2025. Yellowstone was unable to make the commitment for the scope of work. Since Homer Tree Service was the second lowest bidder we are requesting of Homer Tree to review the proposed unit prices for 24/25 and determine whether you would meet or beat Yellowstone's 24/25 unit pricing.

Attached, please find the bid sheet with a revised section (green highlight) for unit pricing.

Thank you for the consideration in advance and let us know by Sept 6.

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106 Mobile 630-514-2519

Regina Kokkinis

From: Dan Gombac
Sent: Wednesday, September 11, 2024 2:33 PM
To: Regina Kokkinis
Subject: RE: 2024-2025 Tree Trimming
Attachments: Tree Trimming 2024-2025

Yellowstone B/u below and att

From: Marris, Jeff <jmarris@yellowstonelandscape.com>
Sent: Friday, August 30, 2024 9:08 AM
To: Dan Gombac <dgombac@darienil.gov>; David Fell <dfell@darienil.gov>
Cc: Kris Throm <kthrom@darienil.gov>; Paul Devine <pdevine@darienil.gov>; John Carr <johncarr@darienil.gov>; Mitchell, Jason <jmitchell@yellowstonelandscape.com>
Subject: RE: 2024-2025 Tree Trimming

Good Morning
Yellowstone Landscape has decided not to accept the contract extension for 2024/2025.
Everyone enjoy the long weekend. Thanks.

Jeff Marris

*Tree Business Development Manager
Certified Arborist IL0948A
CTSP Certified / OSHA 30 Certified*

23940 W. Andrew Rd Plainfield, IL 60585
Cell: (708) 932-7323
jmarris@yellowstonelandscape.com

www.yellowstonelandscape.com



From: Dan Gombac <dgombac@darienil.gov>
Sent: Tuesday, August 27, 2024 10:40 AM
To: David Fell <dfell@darienil.gov>
Cc: Kris Throm <kthrom@darienil.gov>; Marris, Jeff <jmarris@yellowstonelandscape.com>; Paul Devine <pdevine@darienil.gov>; John Carr <johncarr@darienil.gov>
Subject: RE: 2024-2025 Tree Trimming

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Dave,

Status

From: Dan Gombac
Sent: Thursday, August 22, 2024 2:15 PM
To: David Fell <dfell@darieil.gov>; Paul Devine <pdevine@darieil.gov>; John Carr <johncarr@darieil.gov>
Cc: Kris Throm <kthrom@darieil.gov>; 'jmarrs@yellowstonelandscape.com' <jmarrs@yellowstonelandscape.com>
Subject: FW: 2024-2025 Tree Trimming

Dave,

Pls discuss and let me know regarding below.

From: Dan Gombac <dgombac@darieil.gov>
Sent: Wednesday, August 21, 2024 12:43 PM
To: Kris Throm <kthrom@darieil.gov>
Cc: Marris, Jeff <jmarrs@yellowstonelandscape.com>
Subject: Fwd: 2024-2025 Tree Trimming

Pls review and let me know regarding below

Get [Outlook for iOS](#)

From: Marris, Jeff <jmarrs@yellowstonelandscape.com>
Sent: Wednesday, August 21, 2024 11:53:49 AM
To: Dan Gombac <dgombac@darieil.gov>
Subject: RE: 2024-2025 Tree Trimming

Good Morning

If we accept the extension of the 2024-2025 contract, what would be the earliest start date & latest finish dates that would be allowed for contract completion?

Jeff Marris

*Tree Business Development Manager
Certified Arborist IL0948A
CTSP Certified / OSHA 30 Certified*

23940 W. Andrew Rd Plainfield, IL 60585
Cell: (708) 932-7323
jmarrs@yellowstonelandscape.com

www.yellowstonelandscape.com



From: Dan Gombac <dgombac@darieil.gov>
Sent: Wednesday, August 14, 2024 1:37 PM
To: Marris, Jeff <jmarrs@yellowstonelandscape.com>
Subject: Re: 2024-2025 Tree Trimming

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September 1

Get Outlook for

iOS<[https://urldefense.com/v3/ https://aka.ms/o0ukef_!!CnDI50p3ee_8!ewyRAfNP6XwQdfGRU4tsgzl_XkUIdw36rVY83IVqlpPGaTuW_AjIPdAnE_WXlaENBLCd8aT1TVv2le7yMKqoKFF4T37KcQ\\$](https://urldefense.com/v3/https://aka.ms/o0ukef_!!CnDI50p3ee_8!ewyRAfNP6XwQdfGRU4tsgzl_XkUIdw36rVY83IVqlpPGaTuW_AjIPdAnE_WXlaENBLCd8aT1TVv2le7yMKqoKFF4T37KcQ$)>

From: Marrs, Jeff <jmarrs@yellowstonelandscape.com>

Sent: Wednesday, August 14, 2024 1:12:26 PM

To: Dan Gombac <dgombac@darienil.gov>

Subject: RE: 2024-2025 Tree Trimming

We are planning on discussing this extension next week, once all needed individuals are back from vacation. What is the deadline for getting you a decision?

Jeff Marrs

Tree Business Development Manager

Certified Arborist IL0948A

CTSP Certified / OSHA 30 Certified

23940 W. Andrew Rd Plainfield, IL 60585

Cell: (708) 932-7323

jmarrs@yellowstonelandscape.com<<mailto:jmarrs@yellowstonelandscape.com>>

<http://www.yellowstonelandscape.com><[https://urldefense.com/v3/ https://protect2.fireeye.com/v1/url?k=31323334-501d2dca-3135477b-454455534531-08d440a4f67552e2&q=1&e=880b13ed-c42a-4ba3-8839-aba528c36fe3&u=http*3A*2F*2Fwww.yellowstonelandscape.com*2F_JSUIJQ!!CnDI50p3ee_8!ewyRAfNP6XwQdfGRU4tsgzl_XkUIdw36rVY83IVqlpPGaTuW_AjIPdAnE_WXlaENBLCd8aT1TVv2le7yMKqoKFHWdLmhJA\\$](https://urldefense.com/v3/https://protect2.fireeye.com/v1/url?k=31323334-501d2dca-3135477b-454455534531-08d440a4f67552e2&q=1&e=880b13ed-c42a-4ba3-8839-aba528c36fe3&u=http*3A*2F*2Fwww.yellowstonelandscape.com*2F_JSUIJQ!!CnDI50p3ee_8!ewyRAfNP6XwQdfGRU4tsgzl_XkUIdw36rVY83IVqlpPGaTuW_AjIPdAnE_WXlaENBLCd8aT1TVv2le7yMKqoKFHWdLmhJA$)>

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From: Dan Gombac <dgombac@darienil.gov>

Sent: Tuesday, August 13, 2024 3:04 PM

To: Marrs, Jeff <jmarrs@yellowstonelandscape.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>; Kris Throm <kthrom@darienil.gov>; Paul Devine <pdevine@darienil.gov>; John Carr <johncarr@darienil.gov>
Subject: 2024-2025 Tree Trimming

Good afternoon Jeff: The City is requesting whether Yellowstone would like to entertain the contract extension for the Tree Trimming Program beginning Nov 1, 2024. If yes, we are moving forth with the trimming of approx. 3400 trees versus 1700

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ZjQcmQRYFpfptBannerEnd

Good afternoon Jeff:

The City is requesting whether Yellowstone would like to entertain the contract extension for the Tree Trimming Program beginning Nov 1, 2024. If yes, we are moving forth with the trimming of approx. 3400 trees versus 1700 and we need to make sure that you will sufficient crews to perform within the time period stated for trimming. We will accommodate an earlier start and can discuss the completion date. Below is the link to the 2023 Agenda Memo and unit pricing.

Tree Trimming & Removal <<file:///cod-FS00/MunicipalServices/FY%202023-24%20Memos%20&%20Quotes/Memos%20&%20Quotes/2023-24%20Tree%20Trimming.pdf>>

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106 Mobile 630-514-2519

Regina Kokkinis

From: Marrs, Jeff <jmarrs@yellowstonelandscape.com>
Sent: Monday, September 9, 2024 12:54 PM
To: Dan Gombac
Cc: DeFisher, Amanda; Mitchell, Jason; Resendiz, Mauricio
Subject: Tree Trimming 2024-2025
Attachments: Screenshot 2024-09-09 124616.png

Yellowstone Landscape would like to accept the Parkway Tree Trimming extension for 2024-2025 for the attached section. This is for approx. 1700 trees at the agreed upon rates in the existing contract. Let me know what needs to be done to proceed.

Thanks .

Jeff Marrs

*Tree Business Development Manager
Certified Arborist IL0948A
CTSP Certified / OSHA 30 Certified*

23940 W. Andrew Rd Plainfield, IL 60585
Cell: (708) 932-7323
jmarrs@yellowstonelandscape.com

www.yellowstonelandscape.com





SEALED BID: 2023 Tree Trimming Program
 OPENING DATE/TIME: January 10, 2023 10:00 a.m.

City of Darien Parkway		Winkler Services LLC							Yellowstone Landscape Group					
Fiscal Year		2023/2024		2024/2025		2025/2026		2023/2024		2024/2025		2025/2026		
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming	Each	1,750	\$ 115.00	\$ 201,250.00	\$ 115.00	\$ 201,250.00	\$ 115.00	\$ 201,250.00	\$ 66.33	\$ 116,077.50	\$ 68.32	\$ 119,560.00	\$ 70.37	\$ 123,147.50
Tree Removal per DBH	Per Inch	100	\$ 65.00	\$ 6,500.00	\$ 65.00	\$ 6,500.00	\$ 65.00	\$ 6,500.00	\$ 30.00	\$ 3,000.00	\$ 30.90	\$ 3,090.00	\$ 31.83	\$ 3,183.00
Misc Stump Removal	Each	20	\$ 300.00	\$ 6,000.00	\$ 300.00	\$ 6,000.00	\$ 300.00	\$ 6,000.00	\$ 115.00	\$ 2,300.00	\$ 118.45	\$ 2,369.00	\$ 122.00	\$ 2,440.00
Subtotal - Section A				\$ 213,750.00		\$ 213,750.00		\$ 213,750.00		\$ 121,377.50		\$ 125,019.00		\$ 128,770.50
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming-Front Yard	Each	1	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 750.00	\$ 175.00	\$ 175.00	\$ 180.25	\$ 180.25	\$ 185.66	\$ 185.66
Tree Trimming-Back Yard	Each	1	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ 300.00	\$ 300.00	\$ 309.00	\$ 309.00	\$ 318.27	\$ 318.27
Tree Removal per DBH (Front)	Per Inch	1	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 90.00	\$ 50.00	\$ 50.00	\$ 51.50	\$ 51.50	\$ 53.05	\$ 53.05
Tree Removal per DBH (Back)	Per Inch	1	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 100.00	\$ 100.00	\$ 103.00	\$ 103.00	\$ 106.09	\$ 106.09
Stump Grinding-Front	Each	1	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 550.00	\$ 100.00	\$ 100.00	\$ 103.00	\$ 103.00	\$ 106.09	\$ 106.09
Stump Grinding-Back	Each	1	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 850.00	\$ 150.00	\$ 150.00	\$ 154.50	\$ 154.50	\$ 159.14	\$ 159.14
Subtotal - Section B				\$ 3,600.00		\$ 3,600.00		\$ 3,600.00		\$ 875.00		\$ 901.25		\$ 928.30
Emergency Services	Hourly	40	\$ 350.00	\$ 14,000.00	\$ 350.00	\$ 14,000.00	\$ 350.00	\$ 14,000.00	\$ 285.00	\$ 11,400.00	\$ 300.00	\$ 12,000.00	\$ 315.00	\$ 12,600.00
TOTAL - SECTIONS A, B & C				\$ 231,350.00		\$ 231,350.00		\$ 231,350.00		\$ 133,652.50		\$ 137,920.25		\$ 142,298.80
City of Darien Parkway		Homer Tree Care, Inc.												
Fiscal Year		2023/2024		2024/2025		2025/2026		2023/2024		2024/2025		2025/2026		
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming	Each	1,750	\$ 80.00	\$ 140,000.00	\$ 80.00	\$ 140,000.00	\$ 80.00	\$ 140,000.00		\$ -		\$ -		\$ -
Tree Removal per DBH	Per Inch	100	\$ 32.00	\$ 3,200.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00		\$ -		\$ -		\$ -
Misc Stump Removal	Each	20	\$ 125.00	\$ 2,500.00	\$ 125.00	\$ 2,500.00	\$ 125.00	\$ 2,500.00		\$ -		\$ -		\$ -
Subtotal - Section A				\$ 145,700.00		\$ 146,000.00		\$ 146,000.00		\$ -		\$ -		\$ -
DESCRIPTION	UNIT	UNITS	PRICE	TOTAL COST	PRICE	TOTAL COST	PRICE	TOTAL COST	PRICE	TOTAL COST	PRICE	TOTAL COST	PRICE	TOTAL COST
Tree Trimming-Front Yard	Each	1	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00		\$ -		\$ -		\$ -
Tree Trimming-Back Yard	Each	1	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00		\$ -		\$ -		\$ -
Tree Removal per DBH (Front)	Per Inch	1	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00		\$ -		\$ -		\$ -
Tree Removal per DBH (Back)	Per Inch	1	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00		\$ -		\$ -		\$ -
Stump Grinding-Front	Each	1	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00		\$ -		\$ -		\$ -
Stump Grinding-Back	Each	1	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00	\$ 200.00		\$ -		\$ -		\$ -
Subtotal - Section B				\$ 1,140.00		\$ 1,140.00		\$ 1,140.00		\$ -		\$ -		\$ -
Emergency Services	Hourly	40	\$ 250.00	\$ 10,000.00	\$ 250.00	\$ 10,000.00	\$ 250.00	\$ 10,000.00		\$ -		\$ -		\$ -
TOTAL - SECTIONS A, B & C				\$ 156,840.00		\$ 157,140.00		\$ 157,140.00		\$ -		\$ -		\$ -

YELLOWSTONE LANDSCAPE GROUP						
City of Darien Parkway Tree Trimming and Removal				2024/2025 PRICING		
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	BUDGET	BALANCE
Tree Trimming	Each	1750	\$ 68.32	\$ 119,560.00	\$ 116,078.00	\$ (3,482.00)
Tree Removal per DBH	Per Inch	750	\$ 30.90	\$ 23,175.00	\$ 31,000.00	\$ 7,825.00
Misc Stump Removal	Each	100	\$ 118.45	\$ 11,845.00	\$ 15,500.00	\$ 3,655.00
Emeral Ash Bore Removals	Per Inch	150	\$ 30.90	\$ 4,635.00	\$ 5,000.00	\$ 365.00
Emergency Storm Hazards	Hrly	40	\$ 350.00	\$ 14,000.00	\$ 15,000.00	\$ 1,000.00
SUBTOTALS				\$ 173,215.00	\$ 182,578.00	\$ 9,363.00

HOMER TREE CARE						
City of Darien Parkway Tree Trimming and Removal				2024/2025 PRICING		
DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL COST	BUDGET	BALANCE
Tree Trimming	Each	1750	\$ 80.00	\$ 140,000.00	\$ 119,560.00	\$ (20,440.00)
Tree Removal per DBH	Per Inch	750	\$ 35.00	\$ 26,250.00	\$ 31,000.00	\$ 4,750.00
Misc Stump Removal	Each	100	\$ 125.00	\$ 12,500.00	\$ 15,000.00	\$ 2,500.00
Emeral Ash Bore Removals	Per Inch	0	\$ 30.90	\$ -	\$ 5,000.00	\$ 5,000.00
SUBTOTALS				\$ 178,750.00	\$ 170,560.00	\$ (8,190.00)
TOTAL PROGRAM COST ACCOUNT 01-30-4375				\$ 351,965.00	\$ 353,138.00	\$ 1,173.00

RESOLUTION NO. _____

**A RESOLUTION AWARDED A CONTRACT EXTENSION TO
YELLOWSTONE LANDSCAPE GROUP IN AN AMOUNT NOT TO EXCEED
\$173,215 FOR THE CITY'S 2024/25 TREE TRIMMING AND REMOVAL
PROGRAM SECTION NO. 1 AND ANNUAL CONTRACT**

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 Mayor to award a contract extension to Yellowstone Landscape Group in an amount not to exceed \$173,215 for the City's 2024/25 Tree Trimming and Removal Program Section No. 1 and annual contract, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF DARIEN**CONTRACT**

This Contract is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties

(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. If awarded the Contract, contractor must comply with all provisions including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS

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

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

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

Title: _____

Date: _____

SECTION II

BIDDER SUMMARY SHEET

**Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien
Parkways and Tree Trimming, Removals and Stump Grinding for Private Properties 2023/2024**

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

Firm Name: Yellowstone Landscape Group

Address: 23940 W Andrew Rd

City, State, Zip Code: Plainfield, IL 60585

Contact Person: Aleksander Tucker

FEIN #: 80-0144209

Phone: (847) 987-8806 Fax: ()

E-mail Address: atucker@yellowstonelandscape.com

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices – 2024/25

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750	68.32	119,560.00
A 2	Tree Removal cost per DBH	Per Inch	100	30.90	3090.00
A 3	Stump Removal	Each	20	118.45	2369.00
	Sub-Total A1 – A3				125,019.00
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	180.25	180.25
B 2	Tree Trimming - Back Yard	Each	1	309.00	309.00
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	51.50	51.50
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	103.00	103.00
B 5	Stump Grinding – Front Yard	Each	1	103.00	103.00
B 6	Stump Grinding – Back Yard	Each	1	154.50	154.50
	Sub-Total B1 – B6				901.25
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	300.00	12,000.00
	Sub-Total C1				12,000.00
	Total Cost Sections A, B and C				137,920.25
	Bid Bond is 5% of Total Costs- Sections A, B and C				

The contract will be awarded on Total Cost – All quantities are subject to decrease or increase.



RESOLUTION NO. _____

A RESOLUTION AWARDED A LIMITED CONTRACT TO HOMER TREE CARE, INC., IN AN AMOUNT NOT TO EXCEED \$178,750 FOR THE CITY'S 2024/25 TREE TRIMMING AND REMOVAL PROGRAM SECTION NO. 2

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 Mayor to award a limited contract to Homer Tree Care Inc., in an amount not to exceed \$178,750 for the City's 2024/25 Tree Trimming and Removal Program Section No. 2, a copy of which is attached hereto as "[Exhibit A](#)".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September 2024.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 16th day of September 2024.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

CITY OF DARIEN**CONTRACT**

This Contract is made this ____ day of _____, 20__ by and between the City of Darien (hereinafter referred to as the "CITY") and _____ (hereinafter referred to as the "CONTRACTOR").

WITNESSETH

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

The Bid as it is responsive to the CITY'S bid requirements

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties

(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. If awarded the Contract, contractor must comply with all provisions including, but not limited to, providing certified payroll records to the Municipal Services Department. Contractor and subcontractors shall be required to comply with all applicable federal laws, state laws and regulations regarding minimum wages, limit on payment to minors, minimum fair wage standards for minors, payment of wage due employees, and health and safety of employees. Contractor and subcontractor are required to pay employees all rightful salaries, medical benefits, pension and social security benefits pursuant to applicable labor agreements and federal and state statutes and to further require withholdings and deposits therefore. The CONTRACTOR shall obtain all necessary local and state licenses and/or permits that may be required for performance of the WORK and provide those licenses to the CITY prior to commencement of the WORK if applicable.

SECTION 7: NOTICE: Where notice is required by the CONTRACT DOCUMENTS

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

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

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

Title: _____

Date: _____

SECTION II

BIDDER SUMMARY SHEET

**Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien
Parkways and Tree Trimming, Removals and Stump Grinding for Private Properties 2023/2024**

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

Firm Name: Homer Tree Care, Inc.

Address: 14000 S. Archer Ave.

City, State, Zip Code: Lockport, IL 60441

Contact Person: Jim Reiter

FEIN #: 36-4161814

Phone: 815 838-0320 Fax: 815 838-0375

E-mail Address: jimreiter@homer-tree.com

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices – 2024/25

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750	80	140,000
A 2	Tree Removal cost per DBH	Per Inch	100	35	3500
A 3	Stump Removal	Each	20	125	2500
	Sub-Total A1 – A3				146,000 176,000
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	300	300
B 2	Tree Trimming - Back Yard	Each	1	400	400
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	40	40
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	50	50
B 5	Stump Grinding – Front Yard	Each	1	150	150
B 6	Stump Grinding – Back Yard	Each	1	200	200
	Sub-Total B1 – B6				1140
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	250	10,000
	Sub-Total C1				
	Total Cost Sections A, B and C				
	Bid Bond is 5% of Total Costs- Sections A, B and C				156,000 157,140

The contract will be awarded on Total Cost – All quantities are subject to decrease or increase.

MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE

August 26, 2024

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

New Business

a. Review of the August 7, 2024 Planning & Zoning Commission Minutes.

Mr. Dan Gombac, Director reported that this item would only be for the Committee’s own knowledge.

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

b. PZC2024-06 – 2551 75th Street – Dr. Steven Tharp – Petitioner requesting: 1) Zoning Text Amendment to Section 5A-8-2-4 of the Zoning Ordinance listing “dental office and/or dental clinic” as a special use within the Neighborhood Convenience Shopping District (B-1); and 2) Special use approval for a dental office and/or dental clinic within the Neighborhood Convenience Shopping District (B-1); and 3) Repeal a specific condition for the requirement of specified landscaping in lieu of a required fence as per Ordinance 0-07-87.

Mr. Dan Gombac, Director reported that items 1 and 2 had previously been approved by the Planning and Zoning Commission and the Municipal Services Committee. He reported that there had been additional information discovered regarding Mr. Paul Jopa, 7518 Cambridge Road. He reported that Ordinance 0-07-87 stated that the two surrounding properties, 7518 and 7510, were to have an open area with a specified landscaping plan in place. Mr. Gombac further reported that in 2014 a fence permit had been taken in and labeled as “alterations” with no indication to staff of it being a fence permit. He further explained the permitting process amongst City staff.

Ms. Elizabeth Uribe, Attorney representing the Petitioner, presented a timeline of events regarding the fence to the Committee, including supplemental material. Ms. Uribe stated that it would best serve the public interest to keep the fence in place.

There was some discussion regarding the relevancy of the timeline of events.

Mr. Arthur Donner, 7548 Cambridge Road, stated a timeline of events regarding the commercial property being placed within a neighboring community.

Mr. Jopa stated that he had attended every meeting regarding the induction of a commercial property in the neighborhood and that he had an agreement in place with the City regarding a fence. He requested the original agreement be kept in place.

Chairperson Tom Belczak questioned how the fence in place had made Mr. Jopa's quality of life decrease. He stated that if the Committee were to change current conditions, they would need to know why.

Mr. Jopa stated that it would give him a more appealing back yard. He stated that though the fence is not on his property, he would enjoy his yard more without the fence in place.

Mr. Donner stated that they had not had the money or expertise to challenge the issue further.

Ms. Rosa Tharp stated that there would be no new developments in the City if everything were conducted based on 1987.

There was some discussion regarding Mr. Jopa's character.

Alderman Ralph Stompanato stated that no one in this situation is the bad guy. He questioned what the wording in the 1987 Ordinance meant, regarding the landscaping.

There was some discussion regarding the verbiage of the 1987 Ordinance.

Dr. Steven Tharp stated that the fence had been located 6 inches within the commercial property, never on Mr. Jopa's property.

There was some further discussion regarding the fence permit.

Chairperson Belczak stated that the best solution would be to abide by today's standards.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of PZC2024-06 – 2551 75th Street – Dr. Steven Tharp – Petitioner requesting: 1) Zoning Text Amendment to Section 5A-8-2-4 of the Zoning Ordinance listing “dental office and/or dental clinic” as a special use within the Neighborhood Convenience Shopping District (B-1).

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of PZC2024-06 – 2551 75th Street – Dr. Steven Tharp – Petitioner requesting: 2) Special use

approval for a dental office and/or dental clinic within the Neighborhood Convenience Shopping District (B-1).

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of PZC2024-06 – 2551 75th Street – Dr. Steven Tharp – Petitioner requesting: 3) Repeal a specific condition for the requirement of specified landscaping in lieu of a required fence as per Ordinance 0-07-87.

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

Chairperson Belczak announced that the Petition would move to the City Council Meeting on September 3, 2024 at 7:00 p.m.

- c. PZC2024-07 – 8245 Lemont Road, LLC – Petition from True North Investments for an Amendment to the Rockwell Planned Unit Development (PUD) to allow the subdivision of a parcel into two lots and variations for the reduction of yard areas and setbacks. The Property is located within the Office Research and Light Industry District (OR-1).**

Mr. Ryan Murphy, City Planner reported that no physical changes to the building or land had been proposed. He reported that the proposed subdivision would create two lots with the intention of the new lot line configuration allowing for the Petitioner to sell lot one in the future. He further reported that the Planning and Zoning Commission had approved the petition unanimously.

Mr. Dan Gombac, Director reported that the building had been purchased several years ago and that he encouraged the development to revitalize the lot.

Mr. Lawrence Friedman, Attorney for True North Investments stated that the only changes would be on paper. He stated that the need was to create new lot lines to sell and bring in new owners and business.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of PZC2024-07 – 8245 Lemont Road, LLC – Petition from True North Investments for an Amendment to the Rockwell Planned Unit Development (PUD) to allow the subdivision of a parcel into two lots and variations for the reduction of yard areas and setbacks. The Property is located within the Office Research and Light Industry District (OR-1).

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

Chairperson Belczak announced that the Petition would move to the City Council Meeting on September 3, 2024 at 7:00 p.m.

d. Minutes – August 5, 2024 Municipal Services Committee

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of the August 5, 2024 Municipal Services Committee Meeting Minutes.

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

Director’s Report

Mr. Dan Gombac, Director reported that he was still working with homeowners regarding the beautification project on the Southeast corner of Plainfield and Cass. He reported that an appraiser would look at the neighborhood to acquire the proper value of the properties. He further reported that the project had been about 2 months delayed due to unforeseen setbacks.

Next Scheduled Meeting

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, September 23, 2024.

ADJOURNMENT

With no further business before the Committee, the meeting was adjourned at 7:09 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belczak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman