

AGENDA
Municipal Services Committee Meeting
March 23, 2026
6:00 P.M. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. Old Business**
- 4. New Business**
 - a. **Motion** - Accepting a proposal from Steve Piper and Sons, Inc., for Tub Grinding Services in an amount not to exceed \$6,500.00.
 - b. **Resolution** - Authorization to execute an Illinois Department of Transportation Resolution, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2026/27 General Maintenance items in the amount of \$802,784.90 for a period from May 1, 2026 through April 30, 2027
 - c. **Resolution** - Allowing the City of Darien to perform maintenance and emergency work on City owned infrastructure on State of Illinois Highway System, for a period May 1, 2026 through April 30, 2028.
 - d. **Ordinance** – Approving a master licensing agreement between the City of Darien and Ezee Fiber Texas, LLC for a citywide fiber optic infrastructure implementation.
 - e. **Motion** - Accepting a proposal from Garland/DBS, Inc., Services related to the interior wall, roof purlins, roof and gutter upgrades of the Municipal Services Salt Shed, 1041 S Frontage Road, including materials and related services for the repairs and upgrades of specified work in an amount not to exceed \$295,763.
 - f. **Motion** - Approving a dedicated Plat of Easement at Chestnut Court Plaza for an electrical service to provide power for low-voltage lighting at the City’s gateway sign, located within the southern right-of-way east of Lemont Road, on property owned by Chestnut Court Darien IL LLC (PIN No. 09-29-300-008).
 - g. **Motion** - Authorizing the Mayor to enter into an agreement with Chestnut Court Darien IL LLC related to providing electrical service for the low-voltage lighting at the City’s gateway sign located within the southern right-of-way east of Lemont Road
 - h. **Ordinance** – Authorizing the City of Darien to participate in the Suburban Tree Consortium Membership for the future purchase of trees and labor to install.
 - i. **Motion** – Accepting a proposal from Belmont Digital LLC to remove damaged components and replace the marquee panel, data box controls, limited welding metal

fabrication and the illuminated sign panel for the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave. at a cost not to exceed \$34,950.

- j. **Motion** - Accepting a proposal from Terrain Landscape Contractors to remove damaged components and replace the landscape lighting controller, low voltage lighting, limited retaining wall reset, landscape plantings and mulch at the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave. at a cost not to exceed \$9,743.
- k. **Motion** – Approving electrical services from Rags Electric, Inc. as related to the electric panel circuitry, re-wiring and conduit removal and replacement at the material and hourly unit prices in an estimated amount not to exceed \$2,000 at the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave. Unit costs on file under R-13-25 Rag’s Electric Street Light Maintenance.
- l. **Motion** - Approval for a contingency for unforeseen damages to underground, and structural components, water that may require removal and replacement at a cost not to exceed \$5,000 at the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave.
- m. **PZC-26-3** - Petition from Connor Franklin c/o RCG Ventures for a minor amendment to a planned unit development and plat of subdivision to subdivide the property at 2101 West 75th Street (PIN 09-29-400-033) into two lots within the General Business District (B-3). There will be no new construction, and no other changes are proposed.
- n. **PZC-26-2** - Petition from Darick Ammons for the approval of a Special Use Permit for the establishment and operation of a pool hall/amusement use with a full kitchen and bar within the Chestnut Court shopping center located in the B-3 (General Business) zoning district at the southeast corner of 75th Street and Lemont Road, commonly known as 7511 Lemont Road (PINs 09-29-300-008, 09-29-300-022, 09-29-300-023, 09-29-300-024, and 09-29-300-025).
- o. Minutes – **February 23, 2026** Municipal Services Committee

5. Director’s Report

6. Next scheduled meeting – April 27, 2026

7. Adjournment

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
March 23, 2026

ISSUE STATEMENT

A motion accepting a proposal from Steve Piper and Sons, Inc., for Tub Grinding Services in an amount not to exceed \$6,500.00. See Exhibit A.

BACKGROUND

The City of Darien requires the services of re-grinding wood mulch accumulated through the City’s brush pick-up program twice a year. The wood chips are then utilized for City planters throughout town and are delivered at a cost to residents. Residents also have the opportunity to pick up the double ground chips at no cost from the Public Works facility. The work would be completed at the Municipal Services Facility.

The scope of work includes the vendor to supply and stage an industrial tub grinder and the Municipal Services Department assists the vendor with a loader to load the chips and restack.

The City sales for wood chips for FYE26 were \$3,235.00 to date. The sale of wood chips are advertised through the City’s media portals and the costs for delivery are as follows: \$35.00 for half a load (covers 3-4 cubic yards) and \$55.00 for a full load (covers 7-8 cubic yards).

The City requested competitive quotes for the tub grinding and received two responses.

VENDOR	COST
Steve Piper and Sons	\$3,224 per occurrence
Kramer Tree	\$4,640 per occurrence

The budgeted expenditure would be expended from the following account:

Account Number	Account Description	FY 26-27 Budget	Proposed Expenditure
01-30-4243	Rent - Equipment	\$ 6,500	\$ 6,500

STAFF RECOMMENDATION

Staff recommends approval of a motion accepting a proposal from Steve Piper and Sons, Inc., for Tub Grinding Services in an amount not to exceed \$6,500.00. Steve Piper and Sons has provided satisfactory tub grinding services for the City in the past.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the April 6, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 6th day of April 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



2026 TUB GRINDING SERVICES

Vendor Name: Steve Piper and Sons, Inc.

The City of Darien is seeking quotes for the services of re-grinding wood mulch accumulated through the City's brush pick-up program. The proposed work would be completed at the Municipal Services Facility located at 1041 South Frontage Road. The proposed vendor shall provide 1, minimal 800 horsepower tub-grinder, and operator(s) to double grind the woodchips at the above-mentioned site. A Case wheel loader shall be supplied by the City for the awarded vendor's use. The City of Darien will supply the fuel required for the equipment.

Proposed Tub Grinder Schedule:

- May 6, 2026
- July 8, 2026
- September 2, 2026
- November 4, 2026

It is estimated that each frequency will require 4-12 hours of double grinding. Each day shall have a minimal of 4 hours. The proposed rate shall include travel, equipment, permits (not required by the City of Darien) and labor.

The vendor shall complete the following:

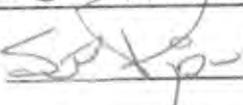
Hourly Rate Tub Grinder with Operator 4 hours	\$ <u>463.00</u>
Hourly Rate Tub Grinder with Operator 8 hours	\$ <u>403.00</u>
Hourly Rate Tub Grinder with Operator every Hour over 8 hours	\$ <u>403.00</u>

***MOBILIZATION FEE MUST BE INCLUDED FOR ALL HOURLY RATES**

CITY OF DARIEN

This form must be completed & faxed to 630-852-4709 or emailed to rkokkinis@darienil.gov by no later than March 18, 2026 @ 11:00 a.m. attn: Municipal Services
Questions may be directed to municipal services at 630-353-8105

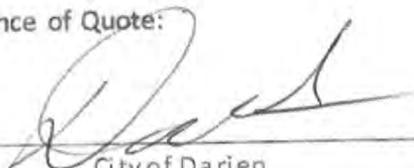
Submitted by: Steve Piper
Vendor Name: Steve Piper and Sons, Inc.
Address: 31W320 Ramm Drive, Naperville, IL 60564
Date: 3/3/2026
Phone: 630-898-6050 Cell: 708-997-5096
Fax #: n/a
E-mail Address: info@stevepiperandsons.com

Authorized Signature: 

The vendor shall provide three references with phone numbers below:

1. City of Yorkville 630-553-4370
2. Village of LaGrange 708-528-6324
3. Lisle Park District 630-675-6106

Acceptance of Quote:

By:  Date: 03/29/26
City of Darien

Authorized and Accepted:

By: _____
Title: _____
Date: _____

AGENDA MEMO
Municipal Services Committee
March 23, 2026

ISSUE STATEMENT

The authorization to execute an Illinois Department of Transportation Resolution, (IDOT BLR 14220) authorizing the expenditure of Motor Fuel Tax (MFT) funds for the FY 2026/27 General Maintenance items in the amount of \$802,784.90 for a period from May 1, 2026 through April 30, 2027. BACKUP

BACKGROUND/HISTORY

The City of Darien utilizes Motor Fuel Tax Funds (MFT) for expenditures related to various street maintenance functions. The funding provides for expenditures for such items as salaries, emergency tree trimming, the purchase of rock salt, storm sewer related items, various aggregate materials and road striping. Because MFT funds are utilized, the City Council is required to adopt a resolution authorizing the expenditure of the proposed funding related to the general maintenance items. Attached as, Attachment A is the Bureau of Local Road Forms Municipal Estimate of Maintenance Costs and Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 14222 and BLR 09150).

STAFF RECOMMENDATION

Staff recommends approval of the Resolution.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the April 6, 2026 City Council agenda, for formal approval.



March 3, 2026

Mr. Jose Rios, P.E.
Region One Engineer
Division of Highways/Region One/District One
201 W. Center Ct.
Schaumburg, IL 60196-1096

RE: Section Number 27-00000-00-RF

Dear Mr. Rios,

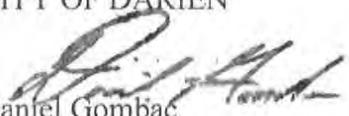
In accordance with the Bureau of Local Roads and Streets Administrative Policy Manual, the following is an estimate of the allotted MFT monies to spend by the City during the Fiscal Year ending April 30, 2027

Estimated Total Expenditures for:

FICA	\$20,150.00
IMRF	\$17,850.00
MEDICARE	\$ <u>4,712.50</u>
TOTAL	\$42,712.50

If you have any questions regarding this matter, please contact Dan Gombac, Director of Municipal Services at dgombac@darienil.gov or via telephone at (630)353-8106.

Sincerely,
CITY OF DARIEN


Danfel Gombac
Director of Municipal Services

cc: Bryon Vana, City Administrator
Julie Saenz, Director of Finance
Marilyn Solomon, P.E. IDOT



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost For

Local Public Agency	County	Section Number	Maintenance Period Beginning	Ending
City of Darien	DuPage	27-00000-00-GM	05/01/26	04/30/27

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
1)Aggregate Stone (shoulder maint)	IIA		Stone CA-6 CA-7	Tons	2,000	\$17.50	\$35,000.00	
	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	80	\$40.00	\$3,200.00	\$38,200.00
2)Snow & Ice	I		Road Salt-Joint Purchase	Tons	2,175	\$85.00	\$184,875.00	
	III		Labor-5 Gen Util Wkr City Staff	Av Hr	4,000	\$37.15	\$148,600.00	\$333,475.00
3)Storm Sewer Maint	I		Storm Sewer Material- environmentally friendly	LS	1	\$18,500.00	\$18,500.00	
	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	1,000	\$33.25	\$33,250.00	\$51,750.00
4)Pavement Marking	IIB		Striping-Paint-Thermal	LS	1	\$16,000.00	\$16,000.00	
	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	160	\$35.15	\$5,624.00	\$21,624.00
5)Street Sign Maint	IIA		Sign	LS	1	\$5,000.00	\$5,000.00	
	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	160	\$35.15	\$5,624.00	\$10,624.00
6)Mowing(Public ROW)	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	1,165	\$30.00	\$34,950.00	\$34,950.00
7)Catch Basin cleaning Jetting	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	425	\$37.95	\$16,128.75	\$16,128.75
8)Tree Trimming	IIA		Tree Trimming-City Staff safety or emergency	Av Hr	760	\$25.00	\$19,000.00	
	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	300	\$45.15	\$13,545.00	\$32,545.00
9)Concrete Gen Maint Inspection	IIA		Labor-1 Gen Util Wkr City Staff	Av Hr	485	\$35.29	\$17,115.65	\$17,115.65
10)Energy Power distribution	I		Power cost-contract ComEd/Constellation	LS	1	\$20,000.00	\$20,000.00	\$20,000.00
11)Crack Seal	IIB		Crack Seal-route & fill	LB	40,000	\$3.05	\$122,000.00	
			fiber asphalt	LB	24,650	\$1.50	\$36,975.00	\$158,975.00
12)Pavement Patching	IIA		Surface Bituminous Hot	Tons	125	\$60.00	\$7,500.00	
	IIA		Labor-5 Gen Util Wkr City Staff	Av Hr	160	\$37.25	\$5,960.00	
	IIA		Surface Bituminous Cold	Tons	125	\$60.00	\$7,500.00	

Estimate of Maintenance Costs

Submittal Type Original

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
City of Darien	DuPage	27-00000-00-GM	05/01/26	04/30/27

	IIA	Labor-5 Gen Util Wkr City Staff	Av Hr	100	\$37.25	\$3,725.00	\$24,685.00
Total Operation Cost							\$760,072.40

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$324,697.40			\$324,697.40
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$435,375.00			\$435,375.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)				
Maintenance Total	\$760,072.40			\$760,072.40

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance	\$760,072.40			\$760,072.40

Remarks

SUBMITTED

Local Public Agency Official Signature & Date

Title

City Clerk

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

IDOT Department Use Only

Received Location Received Date Additional Location?

		<input type="checkbox"/>
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WMFT Entry By

Entry Date

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**Request for Expenditure/Authorization
of Motor Fuel Tax Funds**

Local Public Agency City of Darien	Type City	County DuPage	Section Number 27-00000-00-GM
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I hereby request authorization to expend Motor Fuel Tax Funds as indicated below:

Purpose	Motor Fuel Tax Amount	Rebuild Illinois Amount
County Engineer/Superintendent Salary & Expenses		n/a
Contract Construction		
Day Labor Construction		
Engineering		
Engineering Investigations		
IMRF/Social Security	\$42,712.50	n/a
Maintenance	\$760,072.40	
Maintenance Engineering		
Obligation Retirement		n/a
Other		
Right-of-Way (Itemized on 2nd page)		
TOTAL	\$802,784.90	

Comments

Local Public Agency Official Signature & Date

Title

Approved

Regional Engineer Signature & Date
Department of Transportation

Department of Transportation Use

Entered By Date



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, DuPage, [blank], Original, 27-00000-00-GM

BE IT RESOLVED, by the Council of the City of Darien Illinois that there is hereby appropriated the sum of Eight Hundred Two Thousand Seven Hundred Eighty-Four and 90/100 Dollars (\$802,784.90)

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 05/01/26 to 04/30/27

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that City of Darien shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I JoAnne Ragona City Clerk in and for said City of Darien in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Council of Darien at a meeting held on 04/06/26

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of April, 2026

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature Box]

APPROVED

Regional Engineer Signature & Date Department of Transportation [Signature Box]

AGENDA MEMO
Municipal Services Committee
March 23, 2026

ISSUE STATEMENT

A **resolution** allowing the City of Darien to perform maintenance and emergency work on City owned infrastructure on State of Illinois Highway System, for a period May 1, 2026 through April 30, 2028.

BACKGROUND/HISTORY

The Illinois Department of Transportation mandates that a surety bond is secured for construction activity on all State owned Highways. Frontage Roads are also considered a part of the highway system. The City owns and maintains infrastructure on sections of the Frontage Roads such as watermains, sidewalks and limited storm sewers. The resolution allows the City to perform construction maintenance activities without the need of a surety bond through said resolution. The City will continue to be required to submit permits for maintenance or emergency repairs of City owned infrastructure. The resolution is in effect for two years beginning May 1, 2026 through April 30, 2028.

STAFF RECOMMENDATION

Staff recommends approval of this Resolution.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will be placed on the April 6, 2026, City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION ALLOWING THE CITY OF DARIEN TO PERFORM
MAINTENANCE AND EMERGENCY WORK ON CITY OWNED INFRASTRUCTURE
ON STATE OF ILLINOIS HIGHWAY SYSTEM, FOR A PERIOD MAY 1, 2026
THROUGH APRIL 30, 2028**

WHEREAS, the City of Darien, hereinafter referred to as MUNICIPALITY, located in the County of DuPage, State of Illinois, desires to undertake, in the years of May 1, 2026 through April 30, 2028, the location, construction, operation and maintenance of driveways and street returns, watermains, sanitary and storms sewers, street lights, traffic signals, sidewalk, landscaping etc., on State highways, within said MUNICIPALITY, which by law and/or agreement come under the jurisdiction and control the Department of Transportation of the State of Illinois hereinafter referred to as Department, and,

WHEREAS, an individual working permit must be obtained from the Department prior to any of the aforesaid installations being constructed either by the MUNICIPALITY or by a private person or firm under contract and supervision of the MUNICIPALITY.

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

SECTION 1: That MUNICIPALITY hereby pledges its good faith and guarantees that all work shall be performed in accordance with conditions of the permit to be granted by the Department, and to hold the State of Illinois harmless during the prosecution of such work, and assume all liability for damages to person or property due to accident or otherwise by reason of the work which it to be performed under the provision of said permit.

SECTION 2: That all authorized officials of the MUNICIPALITY are hereby instructed and authorized to sign said working permit on behalf of the MUNICIPALITY.

SECTION 3: This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of April 2026.

AYES: _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 6th day of April 2026.**

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
March 23, 2026

ISSUE STATEMENT

An ordinance for a master licensing agreement between the City of Darien and Ezee Fiber Texas, LLC for a citywide fiber optic infrastructure implementation.

BACKGROUND/HISTORY

Over recent years, public demand for reliable, high-speed internet has grown significantly. Through a wide array of communication devices, people have become increasingly connected. Over the past year, the City Council approved licensing agreements with Metronet and Lumos allowing them to install fiber cable infrastructure throughout the City.

As of May 5, 2025, there are four entities licensed in the City of Darien that provide internet service to businesses and residents: AT&T, Xfinity, Metronet, and Lumos. Metronet continues to build out fiber infrastructure throughout the City, while Lumos has completed a very limited portion of its network. It is the understanding of City staff that Lumos will not build infrastructure throughout the entire City. The primary reason is that T-Mobile will provide service from the main infrastructure (Lumos or Metronet), making additional fiber construction potentially redundant.

AT&T and Xfinity currently deliver high-speed internet through coaxial cable, though both companies are gradually adding or transitioning to fiber infrastructure. The primary difference between cable and fiber optic technology is how data is transmitted. Fiber optic systems use light to transmit data, while cable systems use electricity. Fiber optic technology is increasingly becoming the industry standard because it generally offers faster speeds and greater reliability.

Recently, the City received an additional franchise application from Ezee Fiber Texas, LLC to provide fiber-optic internet services. Entering into franchise agreements with additional service providers continues to promote competition within the marketplace. Residents and businesses may benefit from increased competition through improved service quality and lower costs.

Ezee Fiber Texas, LLC is currently operating in several Illinois communities, including Downers Grove, Oak Brook, Streamwood, and Roselle, and is continuing to expand throughout the state with fiber infrastructure deployment.

The following attachments are included for review:

- Attachment A: Introduction letter regarding the Ezee Fiber Texas, LLC development within the City of Darien
- Attachment B: General overview and field methodologies for Ezee Fiber Texas, LLC

The City is required to provide licensing agreements to qualified applicants to allow installation of infrastructure within public rights-of-way. Ezee Fiber Texas, LLC plans to install infrastructure within the City's rights-of-way, which are subject to limited municipal regulation.

Although utility easements are located on private property, the City does not have oversight or permitting authority regarding regulated utilities within these easements. The City's oversight typically applies only to easements dedicated for drainage purposes that are maintained or constructed by the City. Easement language is generally established through subdivision plats.

Public **rights-of-way**, commonly referred to as parkways, typically include the area between the sidewalk and the curb. In rural areas, these limits are generally located approximately 10 to 15 feet from the edge of the roadway. Telecommunications and other utility companies are permitted to use public rights-of-way for the installation, operation, and maintenance of infrastructure. All utility companies must obtain the necessary permits prior to performing work.

- Attachment C: Memo from the City Attorney regarding telecommunications rights and limited municipal regulatory authority

By entering into a franchise agreement, the City would authorize Ezee Fiber Texas, LLC to construct, maintain, and operate a fiber system within the City. In return, the City would receive franchise fee payments and permit inspection fees.

City staff has also requested that Ezee Fiber Texas, LLC provide an overview presentation at the City Council meeting during the Mayor's Report.

STAFF RECOMMENDATION

Staff recommends approval of an ordinance for a licensing agreement between the City of Darien and Ezee Fiber Texas, LLC for a citywide fiber optic infrastructure implementation.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the April 20, 2026, City Council agenda for formal consideration.



5959 Corporate Dr.
Houston, TX 77036
ezeefiber.com

Sent via email: dgombac@darienil.gov

To: Mayor Joe Marchese and City Council Members
From: Garner Duncan, Senior Vice President, Government Affairs
Date: March 11, 2026
Re: Ezee Fiber's Buildout in the City of Darien

Dear City of Darien Elected Officials,

Background: Ezee Fiber is a rapidly growing Houston-based fiber telecommunications company that provides affordable and reliable multi-gig internet service to residential, business, and government customers through its 100% fiber-optic network. Founded in 2021, Ezee Fiber is built on a foundation of operational excellence, exceptional customer service, lightning-fast internet speeds, and straightforward, transparent pricing. The company operates a carrier-grade network where its customers are supported by local teams that live and work in the communities they serve.

Headquartered in Houston, Texas, Ezee Fiber is registered in the State of Texas as a Limited Liability Corporation. Ezee Fiber Texas LLC, d/b/a Ezee Fiber, is also registered with the Illinois Commerce Commission as a competitive telecommunications company. Ezee Fiber is requesting a License Agreement with the City of Darien. The License Agreement will grant Ezee Fiber access to the City of Darien's public right-of-way. The City and Ezee Fiber will engage in good-faith negotiations that are beneficial to both parties.

Network Scope: Ezee Fiber intends to build a fiber optic network across the entire City of Darien for all residents, businesses, cell towers, schools, government buildings, health care facilities, and bandwidth-intensive businesses. Accordingly, we would like to request that the authorized licensed area encompass the entire jurisdiction of the City. Proposed services include telecommunications, private lines, and Internet access. At this time, there are no plans to provide cable service.

The method of installation shall be by directional bore, approximately 36 to 48 inches (depth) with a 1.25" HDPE duct housing fiber optic cables. Installation would also include flush-mount handholes housing fiber optic cables and fiber optic splice cases. Proper traffic control will be deployed to ensure public safety via submitted TCP's to be approved by the City.

We build all core routes that connect all our cabinets to our backhaul. Core routes are typically constructed with 2x1.25" HDPE duct with one 288ct SMF28 fiber cable. The branches going deeper into the residential streets, feeding 1x4 splitters, can be 144 or 96 CT cables.

The core routes will have cable vaults that are typically dimensioned as 24"x36"x30" or smaller for splice closures and cable slack. These are typically placed where multiple cables meet and disperse or to break up long runs.



5959 Corporate Dr.
Houston, TX 77036
ezeefiber.com

Routes along residential streets for distribution are typically a 1.25" HDPE duct and or a .75" HDPE duct and one micro 48ct fiber cable that branches out to single fiber cables to connect each house.

These drop cables are typically accessible by 10" round boxes buried at every other property line, servicing two locations.

Once our fiber optic cable is installed, Ezee Fiber will offer symmetrical 10gbps+ speeds to homes, businesses, governmental, and educational entities for both point-to-point connectivity and Internet connectivity.

Funding: Ezee Fiber is well funded by iSquared Capital, which has \$50 billion in Assets Under Management. Having a strong financial backer is essential when deploying a high-speed network, as you do not want a scenario where a company partially builds a network that serves only a few residents. We have the funding to expand across multiple states, and we believe Darien would be a great community to build a future-proof, high-speed network to serve many homes and businesses in the community.

Ezee Fiber is obliged to show the City our financial documents upon request. Due to the sensitive nature of financial statements, an in-person viewing may be offered instead of sending documents.

Timing / Next Steps: Installation details and design maps will be completed by our engineering and design firm and sent upon completion, usually 3-4 months after the License Agreement is approved and prior to the preferred construction start date. Construction is anticipated to last approximately 24 months, depending on how fast the City will let us construct. The construction schedule is typically finalized 3-4 weeks after the License Agreement is approved.

If you have any questions or would like any additional information, please do not hesitate to contact us. We thank you for your assistance and look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Garner Duncan".

Garner Duncan
Senior Vice President, Government Affairs



**Delivering premium
multi-gig fiber internet.**

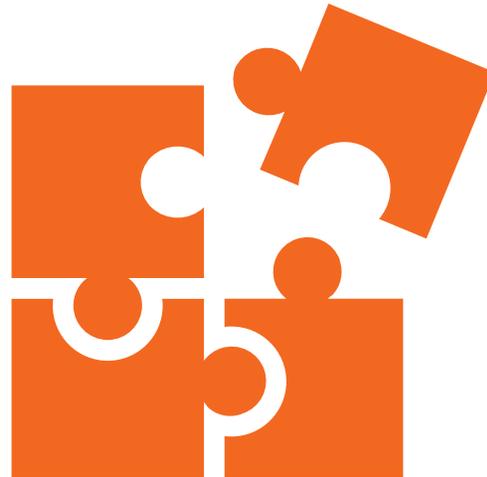
Agenda

- Who is Ezee Fiber?
 - Our Mission
 - Our Value Prop
 - Core Values
- Customer & Industry Reviews
- Commitment to Resident Communication
- Construction Communications
 - Construction Notification
 - Support & Helpline
- Advanced Technology Makes the Difference
- Contact Information
- Q&A



Our Mission

*Continually set the new standard for fiber internet
by being, **Different for Life.***



Our Value Prop

- We provide a premium customer experience without complex ordering processes, confusing offers, data caps, contracts, or price increases. Ever.
- We refuse to settle for second best or spin common benefits into unique selling points. Where others offer vanity speeds with unconscionable price tags, we make multi-gig speeds up to 8 Gig affordable and accessible.
- We build a premium carrier-grade network delivering 99.99% reliability.
- Where others boast simplicity, we prove it in everything we do, from our straightforward marketing to our lifetime pricing.





Our Core Values

Integrity

- Integrity is the cornerstone of our culture. We prioritize respect, humility, and the principle of always doing the right thing even when no one is looking.

Compassion

- We are driven to form meaningful connections with our employees, customers, and communities that go well beyond providing the highest quality of service.

Accountability

- We recognize that taking responsibility for our work is foundational in
- building trust and developing lifelong relationships.

Collaboration

- We operate, innovate, and thrive by fostering an environment of open communication. We value the diverse talents and perspectives of our employees, customers, and community.



What our customers are saying

- *"Amazing customer service! We have experienced a perfect connection since we've changed to Ezee Fiber. Faster speeds, no buffering and they cut our internet bill in HALF!" - Jennifer A.*
- *"I recently had the pleasure of having Ezee Fiber installed at my home, and I cannot say enough good things about the experience. - Michael B.*
- *"Ezee Fiber has been amazing to work with from the first phone call inquiring about their service to the technician walking out the door after completing installation. Hands down the best service all around." - Jackie B.*
- *"Out of the many service providers I've had over the years, Ezee is by far the best in terms of both value and service." - Joshua L.*

OUR CUSTOMER REVIEWS

4.9



Fastest Internet in Texas



Our Communication Plan

**Our Communication Plan is aligned with our Core Values.
It's designed to notify residents early and often.**

- A minimum of three Construction Notification letters / postcards mailed to each resident
- Door hangers placed on each door along our construction path- before and day-of.
- Construction Notification "Lollipops" are placed along our fiber construction path (where allowed)
- All materials contain local phone number and/or email address of local construction manager



New Market Announcement



The advertisement is a vertical rectangular graphic divided into two main sections. The top right section features the Ezee Fiber logo (three black circles of varying sizes to the left of the text 'ezee FIBER') and the headline 'Featuring 5 Gig & 8 Gig speeds.' in orange and blue. Below this, it says 'eero Max 7 router included.' and shows a white eero Max 7 router. The bottom right section contains a QR code, the text 'Scan or call to pre-register.', the phone number '872.201.8088', and the website 'fast.ezeefiber.com'. It also includes a 'OUR CUSTOMER REVIEWS' section with a 4.9 star rating and '10,000+ REVIEWS' next to a Google Play Store icon, and a 'PC MAG BEST ISP in USA 2024' award badge with the text 'Fastest ISP in West South Central US'. The bottom left section has a blue background with white text: 'Want your first month on us? Pre-register today and add a \$10 Ezee Pass for priority installation, a free RTIC tumbler, and your first month on us.' and an image of a blue RTIC tumbler. The middle left section has the headline 'Hey neighbor, big news: premium internet is on the way.' followed by a paragraph about the hassles of other ISPs and a list of benefits under 'Why Ezee Fiber?'. The bottom left of this section features a signature for Greg Thomas, SVP, Midwest Region, and a call to action to visit 'fast.ezeefiber.com'.

ezee FIBER

Featuring
5 Gig & 8 Gig
speeds.

eero Max 7 router
included.

Scan or call to
pre-register.

872.201.8088
fast.ezeefiber.com

OUR CUSTOMER REVIEWS
4.9 ★★★★★ 10,000+
REVIEWS

PC MAG BEST ISP in USA 2024 Fastest ISP in West
South Central US

Want your first month on us?
Pre-register today and add a
\$10 Ezee Pass for priority
installation, a free RTIC tumbler,
and your first month on us.

Greg Thomas
Greg Thomas
SVP, Midwest Region

Hey neighbor, big news:
premium internet is on the way.

Let's face it: Dealing with other internet providers can
be a hassle. Slow speeds, data caps, and frustrating
customer service can ruin any day.

We get it. That's why our team at Ezee Fiber is moving
to your neighborhood, bringing multi-gig fiber speeds
and lifetime pricing along with us.

Why Ezee Fiber?

- Symmetrical speeds up to 8 Gig
- No data caps, contracts, or gimmicks
- Game-changing eero home Wi-Fi

Call or visit fast.ezeefiber.com today
to pre-register.

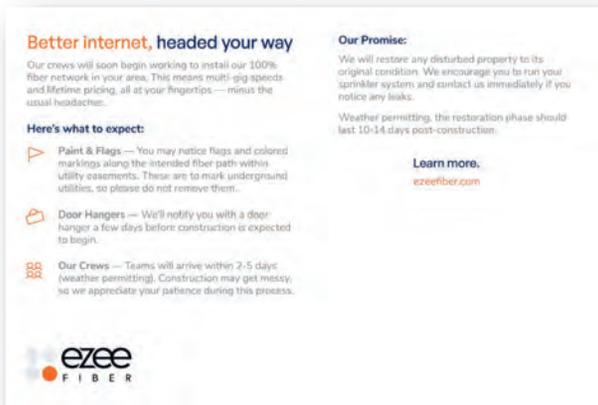
Example



Construction Notifications

Construction Postcard #1

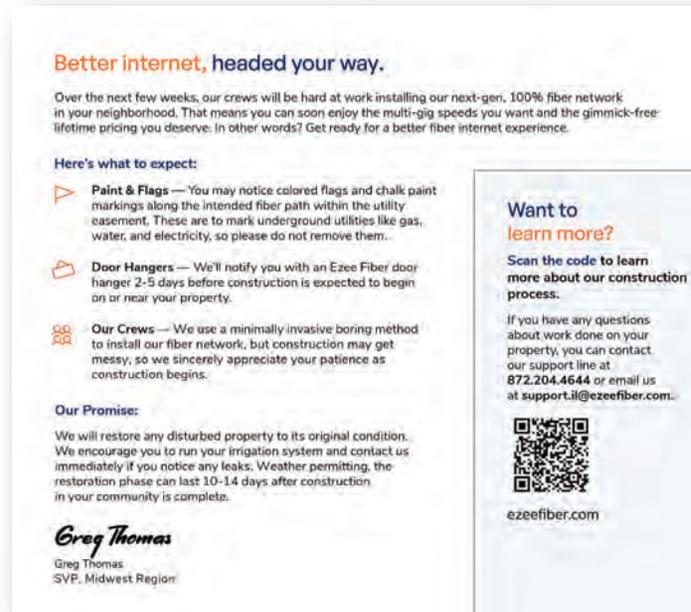
Sent to homeowners 60 (+/-) days before construction begins. It informs homeowners of what to expect during the Ezee Fiber construction process.



Example

Construction Letter #2

Sent to homeowners 45 (+/-) days before construction begins.



Fiber Is Coming Postcard

Sent to homeowners 35 (+/-) days before construction begins.



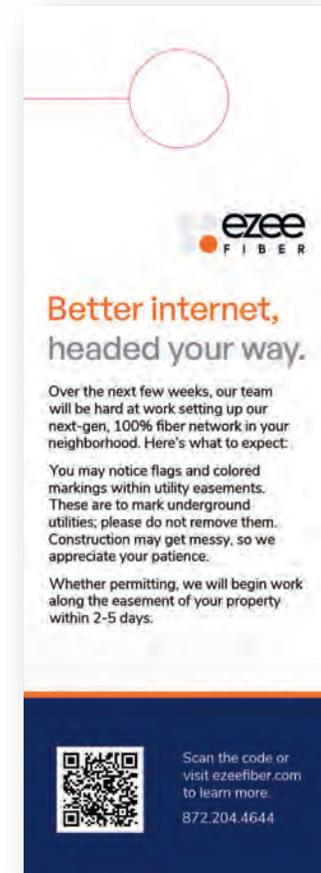
Example



Construction Notifications

Better Internet Headed Your Way

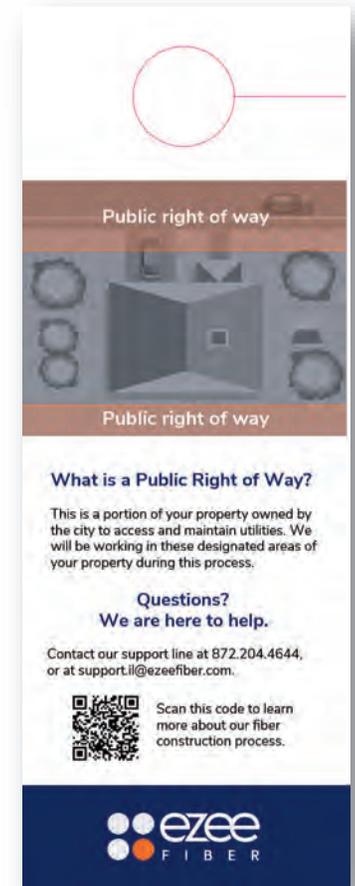
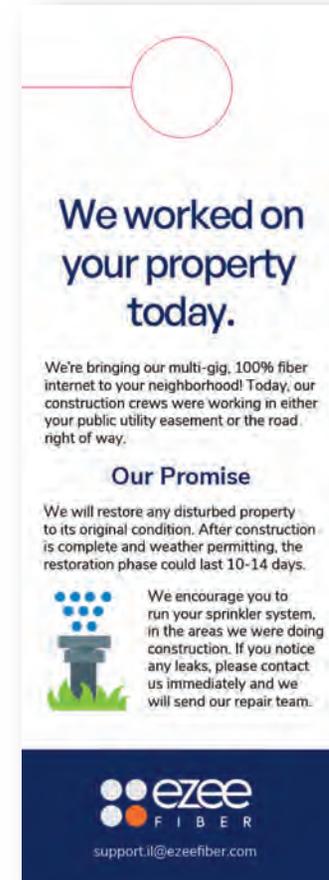
- First door hanger
- Placed on doors 2-5 days before construction begins on / near property
- Explains what to expect during construction
- How to get help if you need it
- Our Promise to restore your property



Construction Notifications

We Worked On Your Property Today

- Second door hanger
- Placed on the door the day of construction, informing homeowners we were there
- Reiterates how to get help with construction
- Our Promise to restore your property



Construction Notifications: Identification

"Lollipop Signs" (where applicable)

To inform homeowners of our intended build path.



Example: 4" x 4" approximate size

Contractor Magnet

This is a magnet that is placed on the trucks of contractors while they are working.



Our Promise

Our Promise to restore your property

We will restore any disturbed property to its original condition, or better.

After construction is complete, and weather permitting, the restoration phase could last 7-14 days.



Our Construction Support Process

Our commitment is to listen, document your concerns and address them as quickly as possible.

- Call **630.749.3933** to reach an Ezee Fiber Construction Support Specialist. Or email support.il@ezeefiber.com (example).
- Our Support Specialists can answer a wide array of questions, and if needed, will provide a case number and escalate your concern to a Local Construction Manager.
- The Construction Manager typically will reach out within 24 hours to review your concerns and plan the next steps towards resolution. Emergencies are escalated immediately.
- **We currently resolve 95% of our Construction Referral Tickets within 7 days.**
- Our commitment to delivering an exceptional customer experience is highlighted by our 10,000+ Customer Google Reviews.

Ezee Fiber

4.9 ★★★★★ 10,814 Google reviews



Contact Us

Available to answer your questions

- **Ezee Fiber Customer Service**
331.307.3933
- **Ezee Fiber Construction Support Specialist**
630.749.3933
- **Ezee Fiber Support Email**
support.il@ezeefiber.com

Let's connect!



Our Technology

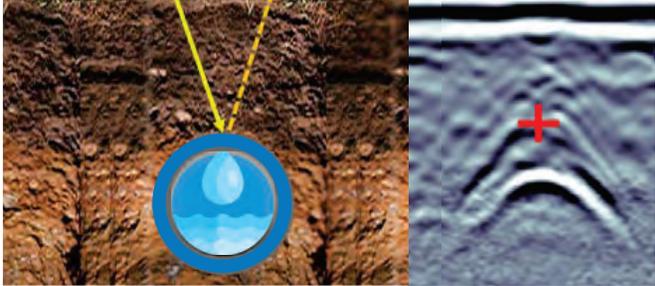
Advanced GIS systems help us serve you better!

Ground Penetrating Radar

- Helps pinpoint water lines, sewer lines, & storm drains
- Provides depth without having to cut asphalt
- Reduces service interruptions and damages

UtilityLines_GPR

- Water
- Storm_Sewer
- Comms
- Sanitary_Sewer
- Electric
- Gas
- Other
- Culvert
- Ditch
- ISP Route

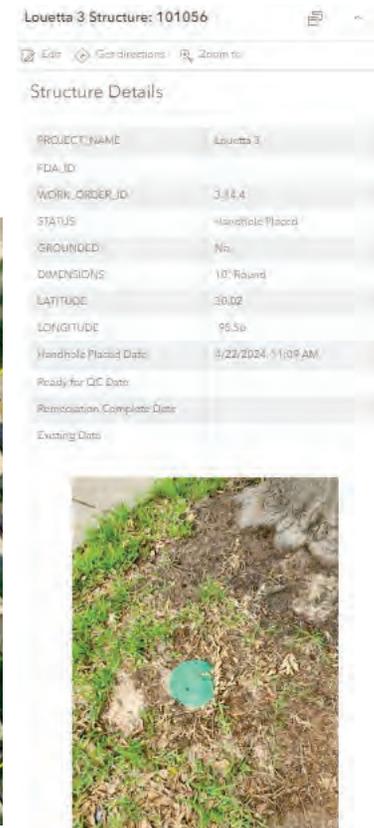
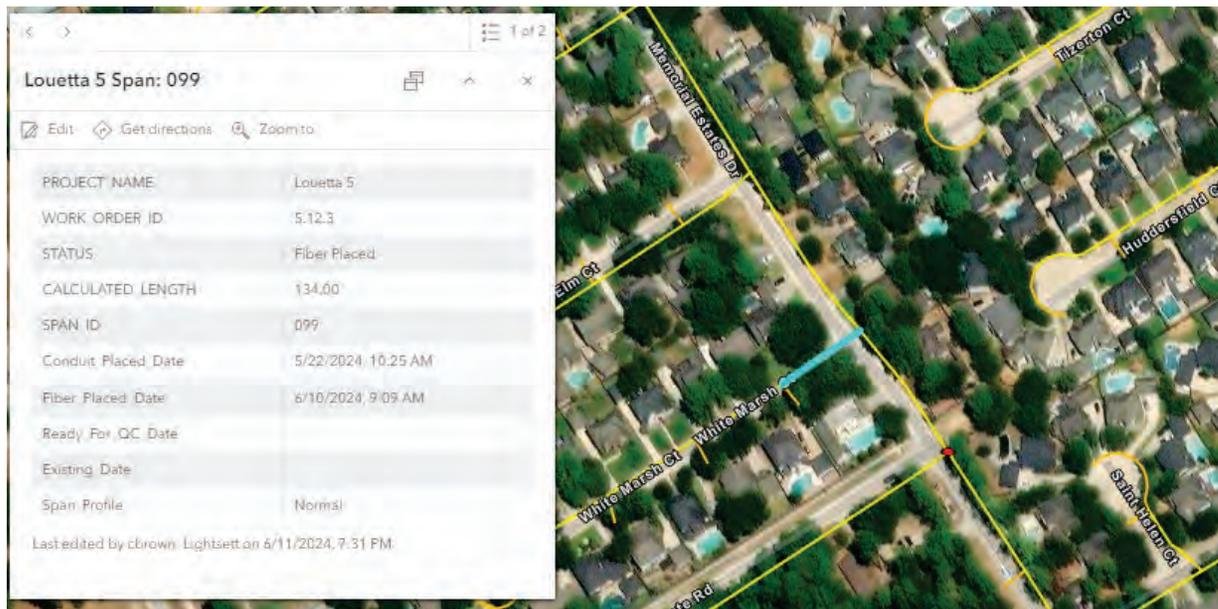


Our Technology

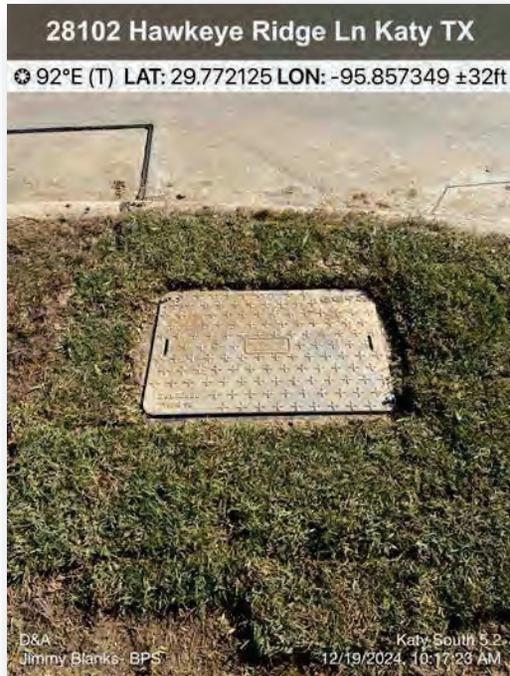
Advanced GIS systems help us serve you better!

Construction efforts are tracked in real time

- Pre-construction photos
- Post-construction photos
- Up to date tracking of progress



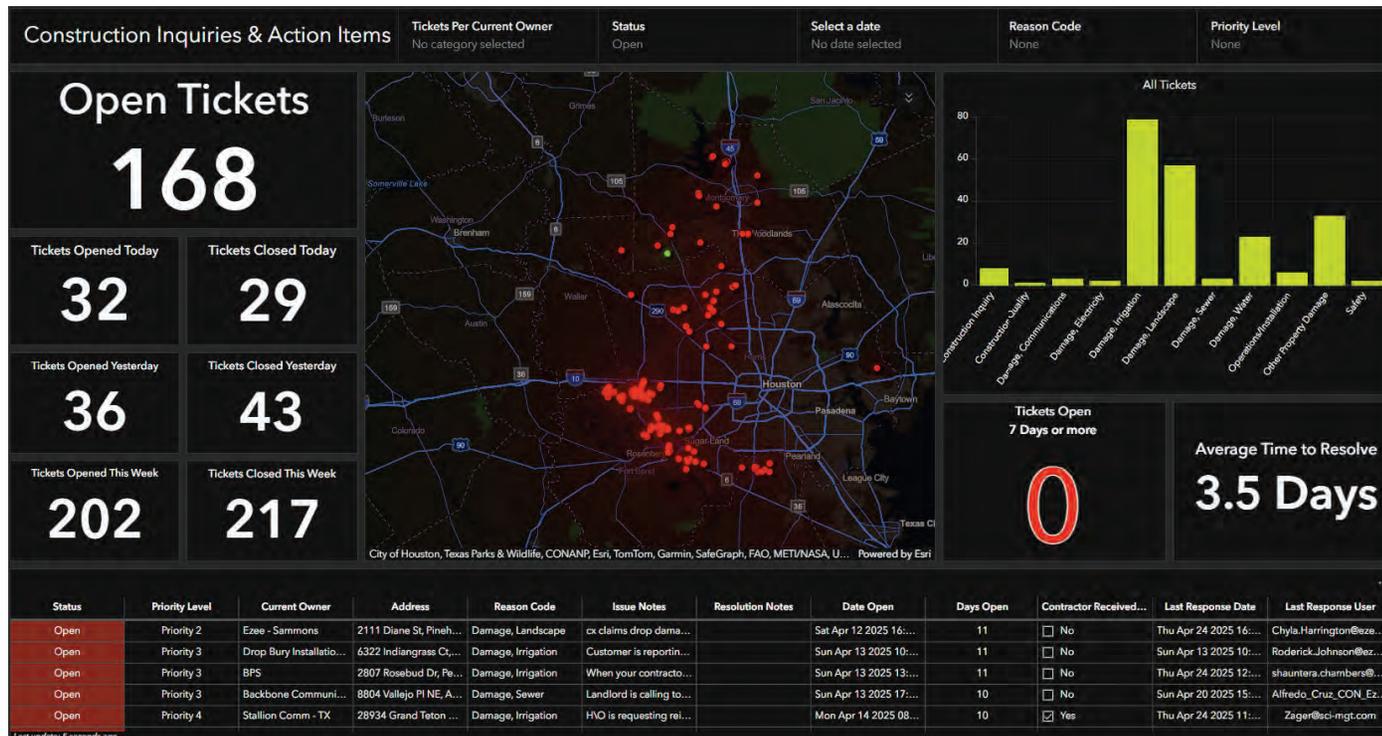
Our Technology



Our Technology

Advanced GIS systems help us serve you better!

- Construction inquiries and support tickets are logged and monitored 24/7



Community Engagement

Our goal is to become a partner and a resource

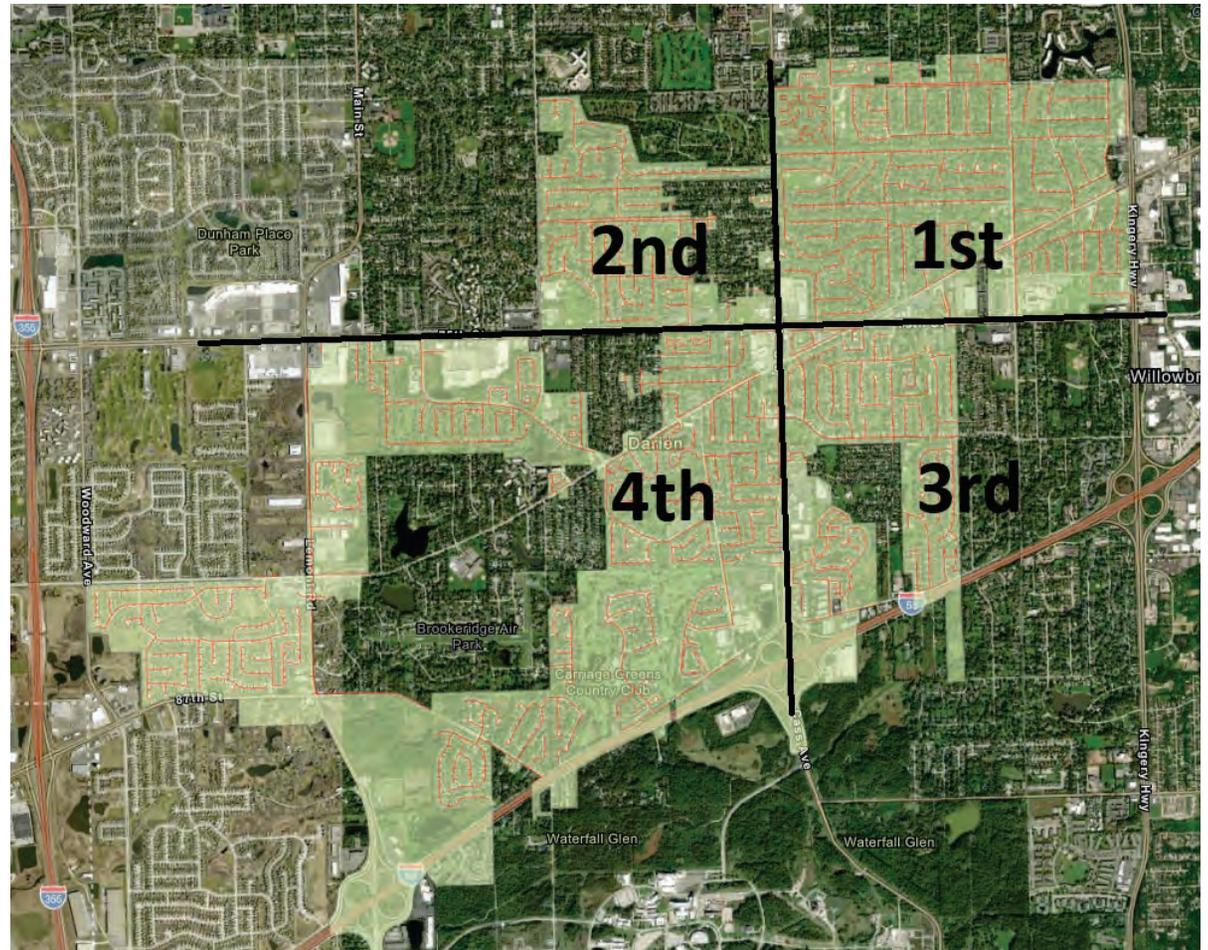
When we make the decision to invest in a community, we also support local pillars such as the Chamber, small businesses, non-profits, first responders, ISDs and HOAs.



Darien Build Plan

Plan of Approach

- Proposed build is broken out to ~4 phases
- 2 areas will be under construction at a time
- Areas are separated geographically to reduce overwhelming locate crews and local resources
- Approx 9,000 Total Passings, both SFU and MDU



Leadership Team Members

- **Patrick Hildebrand, Chief Development Officer**
Patrick.hildebrand@ezeefiber.com
- **Garner Duncan, SVP of Government Affairs**
Garner.duncan@ezeefiber.com
- **Seann Perry, VP of Engineering**
Seann.perry@ezeefiber.com
- **Greg Thomas, SVP/GM of Midwest**
Gregory.thomas@ezeefiber.com
- **Matt DeMuro, VP of Construction**
Matt.demuro@ezeefiber.com



Q&A

Thank you for your time.



Odelson, Murphey, Frazier & McGrath, Ltd.

3318 West 95th Street – Evergreen Park, Illinois 60805
 Phone (708) 424-5678
 JBM Direct Dial (708) 634-0266
 JBM e-mail: jmurphey@omfmlaw.com

Memorandum

VIA E-MAIL

To: Dan Gombac

From: John B. Murphey

Date: March 8, 2026

Re: Ezee Fiber – Relation Between Federal and Local Law

Dan –

In response to your question, there is a federal law – state law balance in this area. Federal law – the “Telecommunications Act of 1996,” specifically provides in Section 253(a):

No State or local statute or regulation or other State or local legal requirement may prohibit the ability of any entity to provide any interstate or intrastate telecommunication service.

As you can see, the City does not have the legal authority to prohibit Ezee Fiber from entering the Darien market. On the other hand, subsection (c) of this same law provides that this entitlement does not affect “the authority of a . . . local government to manage the public rights-of-way . . . on a competitively neutral and non-discriminatory basis.”

The agreements the City has with Metronet and Lumos specifically provide that the rights granted to each franchisee are non-exclusive. Under the City’s agreement template, if the City enters into an agreement with Ezee Fiber and Ezee Fiber penetrates the market before, say, Lumos, Lumos would have no argument if it turns out that Lumos is not able to install its equipment under particular City

rights-of-way based on things like capacity, interference with other utilities, or other matters under your supervision.

A couple of follow-up notes. First, both Metronet and Lumos have been acquired by T-Mobile. Because Metronet has already penetrated the Darien market, it is highly unlikely that Lumos will attempt to do the same thing.

Second, Ezee Fiber is now operating in a number of other Illinois communities, including Downers Grove.

JBM/sml

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MASTER LICENSE AGREEMENT WITH
EZEE FIBER TEXAS, LLC FOR THE USE OF THE CITY'S RIGHTS-OF-WAY FOR THE
INSTALLATION, OPERATION, AND MAINTENANCE OF
TELECOMMUNICATION FACILITIES**

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

THIS 20TH DAY OF APRIL 2026

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
20th day of April 2026.**

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A MASTER LICENSE AGREEMENT WITH
EZEE FIBER TEXAS, LLC FOR THE USE OF THE CITY’S RIGHTS-OF-WAY FOR
THE INSTALLATION, OPERATION, AND MAINTENANCE OF
TELECOMMUNICATION FACILITIES**

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

SECTION 1: Approval. The City Council hereby approves of a certain “Master License Agreement” with Ezee Fiber Texas, LLC for the use of the City’s rights-of-way for the installation, operation, and maintenance of telecommunications facilities in the City, said Agreement to be substantially in the form attached to this Ordinance. See **Exhibit 1.**

SECTION 2: Authorization. The Mayor is hereby authorized to execute said Agreement on behalf of the City.

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

SECTION 4: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS, this 20th day of April 2026.**

AYES _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 20th day of April 2026.**

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City clean 4-3-25

MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("this Agreement") is entered into by and between the City of Darien, a home rule municipality organized and existing under the laws of the state of Illinois ("City"), and Ezee Fiber Texas, LLC, a Delaware limited liability company ("Licensee"), for the use of City's rights-of-way for the installation, operation and maintenance of telecommunications facilities.

WHEREAS, the City is the exclusive owner of certain public rights-of-way within its corporate limits, and has approved official standards for the construction of facilities on these public rights-of-way; and

WHEREAS, the City is authorized to grant, renew and revoke licenses for the use of the public rights-of-way for the installation, operation and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, Licensee desires to construct, install, operate, and maintain telecommunications facilities in and/or upon the City's public rights-of-way (the "ROWS") within the City's boundaries, subject to the provisions of this Agreement; and

WHEREAS, the City desires to allow Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Mayor and City Council have s determined that the establishment of a Master License Agreement for telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring Licensee to come before the City Council each time it seeks approval of a site-specific permit for a facility on a City pole or ROW; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the Licensee and the City agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into this License Agreement as if fully set forth in this Section 1.
2. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the City grants a non-exclusive revocable license ("License") to Licensee for the use of the ROWs to install, operate and maintain telecommunications equipment (the "Facilities"). The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROWs, but shall be deemed to be a license only to use and occupy the

ROWs for the limited purposes stated herein. In the event of default by Licensee, the City shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. The rights granted to Licensee by the City are and shall be at all times subordinate to the City's right to ingress and egress and use of the public ROWs.

If Licensee intends to use the public right of way of any other governmental entity for installation of its Facilities, it shall be Licensee's responsibility obtain all other required permits or agreements from such entity regarding such use.

This Agreement and the right it grants to use and occupy the ROWs shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the City's municipal boundaries.

3. **Term.** The term of this Agreement shall be for a period of ten (10) years, beginning on the date approved by the City Council and ending ten (10) years thereafter, provided that Licensee is in compliance with the requirements of the City's codes and other ordinances and terms and conditions herein ("Initial Term"). This Agreement shall automatically renew for successive five (5) year terms ("Renewal Terms"). This Agreement may be terminated by either party at the end of the Initial Term or then current Renewal Term by providing ninety (90) days' advanced notice of termination to the other party.

4. **Fees.** Licensee shall pay an initial fee of Ten Thousand Dollars (\$10,000) upon execution of this License Agreement ("Initial License Fee").

Thereafter, for so long as (a) the City imposes a simplified municipal telecommunications tax, currently set forth in Chapter 7 of the City Code, (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) Licensee collects and remits said tax, no recurring annual fees or other amounts shall be due to the City for the use and occupancy of the City's ROW's ("Tax"). On no less than a quarterly basis, Licensee shall submit in writing a confirmation of the amount of the simplified telecommunications tax remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the City's Finance Department via USPS or electronic mail and it shall include the Licensee's name, the contact information for the person or department responsible on behalf of Licensee for answering any questions related to the remittance, period of remittance and amount remitted.

If the Tax is no longer imposed by the City, unless otherwise prohibited by law, Licensee shall pay an annual fee ("Annual Fee") as follows: No later than May 1st, 2026 the amount of Five Thousand Dollars (\$5,000) shall be paid to the City per annum; thereafter, said annual fee shall be increased each year by three percent (3%) over the previous year's fee. The annual fee shall be paid to the City no later than January 2nd of each year, Payments made after January 2nd shall include a late-penalty fee of ten percent (10%).

In addition to the Initial License Fee, and, as applicable the Tax or the Annual Fee, Licensee shall also be required to pay any applicable permit fees for each permit applied for and/or issued.

5. **Title; Condition of ROWs.** The City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROWs; the condition of the underground duct or conduit; other utilities or facilities in the ROWs; any other improvements or soils located on the ROWs; or the suitability of the ROWs for Licensee's intended use. Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROWs and suitability of the ROWs for its Facilities. Licensee accepts the ROWs in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the ROWs.

6. **Location.** The location of the Facilities shall be as approved by the City's Director of Municipal Service, or the Director's designee. Licensee shall provide the City with an accurate map "as built" certifying the all locations of the Facilities within the ROWs upon the completion of the Project.. Unless otherwise stated on a permit issued by the City, Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROWs by the City, by any utility, by the general public or by other persons authorized to use or be present in or upon the public ROWs. Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements.

Notwithstanding the foregoing, the parties acknowledge that permit applications submitted to the City by Licensee may identify locations that are outside of the ROW's, thus being outside the scope of this Agreement and the City's authority to permit work in such locations ("Non-ROW Locations"). Non-ROW Locations may include, but are not limited to, public utility easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of Licensee's facilities in Non-ROW Locations, the City specifically disclaims any and all warranties and representations related to Licensee's authority to enter or install facilities in such Non-ROW Locations. Further, any permit issued by the City in connection with a permit application submitted by Licensee that identifies Licensee's installation of facilities in Non-ROW Locations shall not be considered or construed to be a City grant of permission or authority to Licensee to access such Non-ROW Locations or otherwise grant Licensee authority to install its facilities in such Non-ROW Locations. It is Licensee's sole responsibility to identify and obtain permission from the owners of all Non-ROW Locations to enter such Non-ROW Locations, and the City shall have no duty or obligation to provide said Non-ROW Location owners any information or opinions concerning Licensee's ability to enter upon Non-ROW Locations. In accordance with Section 18 below, Licensee agrees to indemnify, defend and hold the City harmless from any and all claims related to Licensee's anticipated or actual entrance to Non-ROW Locations, damage to Non-ROW Locations, installation of facilities in Non-ROW Locations, or otherwise in connection with Non-ROW Locations.

7. Use of ROWs. In its use of the ROWs and any work to be performed thereon, Licensee shall comply with all applicable laws, ordinances, regulations and requirements of Federal, State, County and local regulatory authorities, including the applicable provisions of the Fiber Internet Protocols here as attached and labeled as Exhibit B, and applicable provisions of Darien Municipal Code. Licensee may seek variances or exceptions to the City's ROW Policy and/or per the Fiber Internet Protocols, on a case-by case basis with the City's Director of Municipal Services. In the event of a conflict between this License Agreement and the City ROW Policy and/or per the Fiber Internet Protocols, the terms and conditions of this License Agreement shall control.

Licensee shall use and occupy the ROWs to install, operate and maintain the Facilities, which shall be limited to underground conduit and fiber optic telecommunications cable where existing similar utilities are underground, provided however, Licensee shall have the option of installing aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only, it being specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation and/or storage of debris or other material, or for any unsanitary or unhealthful purposes. All parts of Licensee's Facilities shall be underground, except in areas where existing similar utilities are aerial. Any unauthorized or impermissible use of the ROWs shall be deemed to be a material breach of this License Agreement.

Licensee warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for installation of the required Facilities, Licensee agrees to work with the City's Director of Municipal Services, or designee, to determine the method of installation to be used, and to obtain the permission of the City. With the exception of any J.U.L.I.E. locates, Licensee shall not disturb any pavement for the installation, operation, maintenance or removal of its Facilities. All movement and storage of equipment and materials shall be confined to the area designated by the City. All surplus excavated material shall be removed from the ROWs and disposed of in accordance with any applicable laws or regulations. All tree stumps, and other debris resulting from construction operations shall be removed from the ROWs.

7. Installation, Operation and Maintenance. As a condition precedent to its right to access, use or attach any of its Facilities, Licensee shall, prior to occupying any area, submit a site specific permit application for each location, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Director of Municipal Services or designee a site-specific permit for each location.

Unless otherwise provided by law, the City reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensee's Facilities. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location. The installation, operation and maintenance of the Facilities shall comply with all applicable ordinances, statutes, laws or regulations.

The Licensee, in the performance of an exercise of any of its authorizations and obligations under this Agreement shall not obstruct or interfere in any manner with the City ROWs, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities without the express written approval of the City or the other owners, including franchisees, of the affected property. In the event of a dispute with the owner of private property or other utilities, upon request, evidence of Licensee's rights to occupy or utilize of private property or utilities' facilities shall be provided to the City. Further, if Licensee proposes to install its Facilities on a non-City owned utility pole in the ROW, Licensee, upon request, shall submit evidence of its authority to occupy the existing pole as part of its site-specific permit application.

The City shall not be liable to the Licensee or its customers for any interruption of service to the Licensee or interference with the Licensee's Facilities for any reason whatsoever.

Maintenance of the Facilities within the ROWs shall be the responsibility of Licensee. The Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable Federal, State and local laws, regulations and policies. Licensee shall use due care to ensure that no damage, beyond reasonable wear and tear, is caused to the ROW's. The City reserves the right to enter upon and repair any or all damage to the areas surrounding the licensed premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee. In particular, Licensee shall take the necessary steps to ensure that all structures are at grade and in good repair. In the event the City identifies any structure that requires repair, the Licensee shall make the necessary arrangements to safely secure the hazard within eight (8) hours of notification. Final remediation shall be completed within five (5) days upon initial contact and weather permitting. In the event the Licensee is not responsive per the time line above regarding any hazard the City, will take the necessary steps to secure the hazard and invoice licensee directly to the Licensee.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("Emergency Maintenance"), Licensee may access the ROWs and commence such Emergency Maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the City ROW Policy.

8. **Police Powers.** Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Licensee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

9. **Reservation of Authority.** Nothing in this Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

10. **Marking.** Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

The City shall have no obligation to mark the location of Licensee's Facilities. Licensee agrees that it will become a member of J.U.L.I.E. as a requirement of this License Agreement and that such a system is designed to alert Licensee to planned work in the rights-of-way, so that Licensee can mark the location of its facilities to avoid damage. The City shall have no obligation to alert Licensee to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system.

11. **Public Safety.** Licensee or other person acting on its behalf, at its own expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROWs or other property.

If the City, in its reasonable discretion, determines that a particular use of the ROWs by Licensee is, or will be, hazardous to the public or the property, Licensee, upon written notice from the City, shall install commercially reasonable safety devices or make commercially reasonable modifications at Licensee's sole expense to render the ROWs safe for, and compatible with, public use. In the event Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROWs safe for the public, the City may install such safety devices. In the event the City installs such safety devices, the Licensee agrees to pay the actual costs of such improvements upon written demand, or the City may terminate this License Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the City arising out of this License Agreement and its termination.

12. **Restoration of ROWs.** Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of the Facilities, Licensee shall grade and restore all areas disturbed by construction operations to a condition substantially similar to that which existed prior to the work. This time period may be extended for good cause shown. If weather or other conditions do not permit the complete restoration required by this Section, Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at Licensee's sole expense and Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

For a period of twelve (12) months following any work in the ROWs by Licensee or any person acting on Licensee's behalf, except for backfilling which shall be a five (5) year period, Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other City property and for all repairs or damage to City property caused by Licensee, its officers, agents, employees, contractors, subcontractors, successors, and

assigns, except to the extent any of the foregoing are caused by the negligence of the City. All such restoration shall be performed per the City Code Section 6B-5-19 ("Cleanup and Restoration") and the Fiber Internet Protocols to and to the reasonable satisfaction of the City.

Disturbed grass areas shall be restored with starter fertilizer and sod or grass seed, starter fertilizer and straw mat. Licensee shall coordinate with the City's Director of Municipal Services or their designee to determine which solution will be deployed on a case-by-case basis. All open excavations necessary for the installation, repair, relocation, maintenance or removal of the Facilities shall be properly backfilled as identified within the Fiber Internet Protocol sheets for right of ways, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality materials. The backfill settlement repair period shall be for five (5) years from the date of placing said backfill, during which time the affected areas shall be maintained by Licensee at its sole expense in a condition satisfactory to the City. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the City to comply with the City construction standards. All restoration work shall be completed in accordance with the City ROW Policy or other City zoning or construction standards, whichever is more stringent and/or comprehensive.

In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other City property as set forth above, the City may make or cause to be made such restoration or repairs and either demand payment from Licensee, who agrees to pay the actual and reasonable costs of such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

13. **Environmental.** Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROWs in any manner without prior written approval of the City. Licensee will take all reasonable steps to assure that Licensee will not release any regulated material in violation of any Federal or State environmental law on the ROWs. Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a Federal or State law occurring on the ROWs, to the extent such a release was caused by Licensee. In the event of a release of a regulated material in violation of a Federal or State law on the ROWs by Licensee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 18 shall apply.

14. **Damage to Licensee's Facilities.** The City, its officers and employees shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities within the ROWs as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROWs by or on behalf of the

City clean 4-3-25

City, with the exception of any loss, cost or damage proximately caused by the City's willful misconduct.

15. **Licensee Form of Business Disclosure.** Licensee agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached as Exhibit "A" to this License Agreement.

16. **No Transfer or Assignment.** This License Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this License Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this License Agreement or any interest herein without the prior written consent of the City; provided, however that Licensee shall have the right, without the City's prior written consent, but with prior written notice to the City and submission of a revised Exhibit "A", to assign or otherwise transfer this License Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section 17 may not be unreasonably withheld. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, Licensee shall, nevertheless, remain liable to the City under the provisions hereof, until said Facilities herein authorized is removed, and the public ROWs are restored as herein required. Acceptance of payment from an entity or person other than Licensee shall not constitute a waiver of this provision.

17. **Indemnity/Hold Harmless.** To the fullest extent permitted by law, Licensee shall defend, indemnify, protect and hold harmless the City and its officials, officers, employees and agents from and against all third party injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Facilities or Licensee's use of the ROWs, Licensee's potential or actual use of Non-ROW Locations, and in providing or offering service over the Facilities.

Licensee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This License Agreement shall not be construed as requiring the Licensee to indemnify the City for its own negligence or willful misconduct. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder and shall survive termination of this Agreement.

18. **Insurance.** Licensee shall, at its sole expense, cause to be issued and maintained, at its sole expense, the following minimum levels of insurance until the Facilities are removed from the ROWs and for a period of 2 years after the ROWs have been properly restored as required herein:

1. Workers Compensation – Statutory limits
2. Employers Liability – One million dollars (\$1,000,000) per employee and One million dollars (\$1,000,000) per accident
3. Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X,” “C,” and “U” coverages) and products-completed operations coverage with limits not less than:
 - i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
 - ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
4. Automobile Liability - for all owned, hired and non-owned automobiles – One million dollars (\$1,000,000) each accident
5. Professional Liability – Five million dollars (\$5,000,000)

If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

Prior to commencing work on the Facilities described herein, Licensee shall furnish the City with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “City of Darien, its officers, officials, agents and employees” as “additional insureds”. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this Section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers’ Compensation coverage shall include a waiver of subrogation against the City.

All insurance provided pursuant to this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated “A-” or better and of a class size “X” or higher by A.M. Best Company.)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without

thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

19. **Security.** Prior to performing any work in the ROWs, Licensee shall establish a security fund in the amount of Fifty Thousand Dollars (\$50,000), which shall be provided to the City in the form, at the Licensee's election, of surety bond, cash or an unconditional letter of credit acceptable to the City. This security fund shall serve as security for those purposes set forth in the City ROW Policy, including but not limited to the installation of the Facilities in compliance with applicable plans, permits, technical codes and standards, the proper location of the Facilities as specified by the City, restoration of the ROWs and other property affected by the construction or to satisfy any claims or damages. The City may draw on the letter of credit, surety bond, or withdraw cash based on the City's determination that Licensee's activities have violated any City law or the requirements of this Agreement. Such security fund shall be in addition to any additional security required to be deposited with the City in connection with any permit in accordance with the City's ordinances, the City's Municipal Code and the terms of this Agreement..

20. **Duty to Provide Information.** Within fifteen (15) days of a written request from the City, Licensee shall furnish any information requested that is reasonably related to this License Agreement, the License granted hereunder, and any business activities related to the License or business operations of Licensee in the City.

21. **No Encumbrances.** Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROWs.

22. **Taxes.** Nothing contained in this License Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities, including but not limited to the "Darien Simplified Municipal Telecommunications Tax".

23. **Video Programming.** Licensee shall notify the City if it intends on providing cable television content over the Facilities to subscribers within the City. If required by law, Licensee will enter into a cable franchise or an open video system franchise agreement with the Village in the event Licensee does provide cable television content over its Facilities.

24. **Removal, Relocation, or Modifications of Utility Facilities.** Within sixty (60) days following written notice from the City, Licensee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Facilities within the ROWs whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably

performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to relocate, remove, change or alter its facilities, shall be granted an extension by the City, not to exceed one hundred twenty (120) days, to complete such work. In the event that relocation of any or all of the Facilities is required and the City and Licensee are unable to identify a feasible alternative to relocation within the sixty (60) day period, then the City may terminate this License Agreement, without penalty or payment to Licensee, solely with respect to the portion of the ROWs required by the City for the above reasons or other public purposes.

25. **Removal of Unauthorized Facilities.** Within sixty (60) days following written notice from the City, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the City, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:

- 1) Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
- 2) If the facility was constructed or installed without the prior grant of a license or permit;
- 3) If the facility was constructed, installed or maintained in violation of this License Agreement or the City ROW Standards; or
- 4) If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the City in the sum of five thousand dollars (\$5,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the City with respect to unauthorized use of any City ROW shall be deemed to be a ratification or an unauthorized use.

26. **Emergency Removal or Relocation of Facilities.** The City retains the right and privilege to disconnect, cut, move or remove any part of Licensee's Facilities located within the ROWs of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify Licensee after cutting or removing any part of the Facilities.

In the event Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Facilities from City ROWs and fails to do so within the time required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and Licensee shall be liable to the City for all costs regarding same. The City may either demand payment from Licensee, who agrees to pay the reasonable costs of such

relocation or removal upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

27. **Termination.** The City may terminate this License Agreement and the License granted herein for any of the following reasons:

- 1) Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in the permit application; or
- 2) Failure to cure a breach of this License Agreement or noncompliance with the City ROW Policy after receipt of written notice and a thirty (30) day cure period; or
- 3) Licensee's physical presence or presence of Licensee's Facilities on, over, above, along, upon, under, across, or within the ROWs presents a direct or imminent threat to the public health, safety, or welfare; or
- 4) Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans; or
- 5) Failure to provide the required traffic control; and to respond to requests from the City to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Licensee shall, within thirty (30) days of written notice from Licensor, remove its Facilities from all City ROWs and restore all ROWs as required herein.

Licensee may terminate one or more of the Facilities locations pursuant to this Agreement by giving at least thirty (30) days written notice. Licensee will not be subject to any penalty or fee for terminating such Facilities location prior to the end of the term of this Agreement.

28. **No Waiver.** The waiver by one party of any breach of this License Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this License Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. **Amendments.** This License Agreement represents the entire agreement between the parties. No oral changes or modifications of this License Agreement shall be permitted or allowed. Changes or modifications to this License Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the City.

30. **Notices.** Any notice will be in writing and will be sent via recognized private commercial delivery service such as Fed Ex or UPS. Service will be deemed effective when delivered to the other party. Notices shall be addressed to designated representatives of both parties as follows:

City: City of Darien
1702 Plainfield Road.
Darien, Illinois 60561
ATTN: City Administrator

With a Copy To: John B. Murphey
Odelson, Murphey, Frazier & McGrath, Ltd.
3318 West 95th Street
Evergreen Park, Illinois 60805
Tel: 708-424-5678
jmurphey@omfmlaw.com

Licensee: Ezee Fiber Texas, LLC
Attn: Garner Duncan, SVP of Government Affairs
5959 Corporate Dr., Ste. 2000
Houston, TX 77036
Garner.duncan@ezeefiber.com

With a copy to: Ezee Fiber Texas, LLC
Attn: George Salimbass, General Council
5959 Corporate Dr., Ste. 2000
Houston, TX 77036
legal@ezeefiber.com

31. **Severability.** In the event that any provision of this License Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

32. **Law and Venue.** This License Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the City and the Licensee shall be DuPage County, Illinois.

Ezee Fiber Texas, LLC

By: 
Its: General Counsel

Date: _____, 20____

CITY OF DARIEN

By: _____
Its: Mayor

Date: _____, 20____

Exhibit "A"
DISCLOSURE AFFIDAVIT

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination that the contract is exempt from any section must be obtained.)

I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Ezee Fiber Texas, LLC (hereafter "Licensee") is a:

(Place mark in front of appropriate type of business)

Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

B. INC

The State of incorporation is _____

The corporate officers are as follows:

President: _____

Vice President: _____

Secretary: _____

Chief Financial Officer: _____

C. PARTNERSHIP/LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Name	Home Address
------	--------------

Name	Home Address
------	--------------

City clean 4-3-25

Name

Home Address

Name

Home Address

The business address is 5959 Corporate Drive, suite 2000,

Houston, Texas 77036

Telephone: _____

D. INDIVIDUAL PROPRIETORSHIP

The business address is _____

Telephone: _____

My home address is _____

Telephone: _____

Under penalty of perjury, _____ (Licensee's Name)

certifies that _____ is its correct Federal Taxpayer Identification Number,
(FEIN/SSN)

or, in the case of an individual or sole proprietorship, Social Security Number.

LICENSEE

By: [Signature]

Its: General Counsel

Subscribed and sworn to before me this 3rd day of February, 2026.



[Signature]
Notary Public



PROTOCOL FOR NET PROVIDERS-**Ezee-Fiber EXHIBIT B**

1. The onsite contractor/sub-contractor shall maintain Detail Sheets and Plans for equipment and cables at the site(s)
2. Right of Way Restoration/driveway inspections and permitting will be capped at \$80,000. All re-inspections will be assessed a \$25.00 re-inspection per specific site location
3. Boring and Restoration Bonds - The bonds coverage language and security instrument for all borings and restorations shall be included within the franchise agreement
4. All utilities within the ROW shall be potholed - potholes shall not be left open overnight. Upon the backfilling of any and all potholes, the following will be required:
 - a. Pothole excavations shall be removed from the site
 - b. Backfill shall include either coarse sand or screening or other approved granular self-compacting backfill to within 8-inches from the finished grade
 - c. The remaining 8-inches of backfill shall consist of topsoil
 - d. Sod or seed, starter fertilizer and straw blanket for seed, straw blanket shall be pinned in place with biodegradable pins
 - e. All restoration shall be watered a minimum of 7 times to promote healthy turf establishment. In lieu of watering the vendor will be responsible for full turf establishment after one season
 - f. All driveway aprons that require potholes will be restored with alike material. The restoration limits of all concrete aprons shall include the removal for the full width and from the road edge to the first existing mechanical joint width. Concrete shall be placed at a depth of 5-inches and the mix design shall be a 6-bag mix ratio and a concrete sealer shall be applied. The concrete sealer to be utilized will be Aquanil Plus 40-A or Salt Shield distributed through ChemMasters and Specco Industries. All asphalt driveways shall be replaced for the full width and from the road edge up to two-feet beyond the pothole. Asphalt shall be placed at a depth of 3 inches and the mix design shall be a driveway mix or bituminous surface. All driveways will require a pre-pour inspection.
5. The Cable Provider under this buildout will be required to provide locating services through USIC Locating Services LLC or other approved locating service for watermain and water services and street light cables as it pertains to fiber cable installations. City crews will assist in locating in areas of conflict. See protocol 7 below related to streetlights.
6. Permitted Hours of Construction - No construction for which a building permit is required, under this chapter, shall commence before the hour of six thirty o'clock (6:30) a.m. or continue after the hour of ten o'clock (10:00) p.m. Monday through Friday, or commence before the hour of seven thirty o'clock (7:30) a.m. or continue after the hour of ten o'clock (10:00) p.m. on Saturday or Sunday.
7. Street Lights - The contractor shall be responsible to provide a 24 hour notice, for street light activation, to the Water Department Foreman, dcable@darienil.gov and the Municipal Services Superintendent, kthrom@darienil.gov via e-mail, and receive verification before starting work, regarding the area of boring/excavation in order to energize the street lights. In the event of a hit line or identified non-working segment of street lights, the City will determine the cause and responsibility of repair – STREET LIGHT REQUIREMENTS
8. Permit Submission - Permit shall be issued as a one-time permit with plans on file for the entire City buildout. A final as-built will be required upon project completion.
9. BUILDING PERMIT APPLICATION - Permit to be submitted via email to mbelmonte@darienil.gov
10. CONTRACTOR LICENSE APP - All subcontractors are required to apply for a contractor's license.
11. A [certificate of Insurance](#) will be required as per the attached form

Signature: _____

Date: _____

City of Darien 1702 Plainfield Road Darien, IL 60561

Office: 630-852-5000 Fax: 630-852-4709 www.darienil.us

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
March 23, 2026

ISSUE STATEMENT

A motion accepting a proposal from Garland/DBS, Inc. Services related to the interior wall, roof purlins, roof and gutter upgrades of the Municipal Services Salt Shed, 1041 S. Frontage Road, including materials and related services for the repairs and upgrades of specified work in an amount not to exceed \$295,763. See Exhibit A.

BACKGROUND

The Salt Shed building, constructed in 2010, continues to store the City of Darien's annual salt requirement of approximately 3,000 tons. Over the past several years, City staff have monitored the formation and progression of cracks within the building's walls. Structural deficiencies were identified, particularly bowing of the walls, which was attributed to the momentum and impact of equipment during salt loading and unloading operations.

City staff consulted both the manufacturer of the wall panels and the City Engineer to evaluate the structural integrity of the facility. As of January 2025, there was no clear consensus as to whether the building requires additional structural modifications to ensure long-term viability.

To gain further insight, seismic monitoring equipment was installed in early 2025. The monitoring did not detect any noticeable movement related to expansion or contraction of the walls. In October 2025, the exterior walls were treated with backer rod installation, structural epoxy injections, power washing, and Garland's Tuff Coat protective coating. A recent inspection concluded that no visible signs of cracking are currently present.

As part of the final maintenance repairs of the Salt Shed, the following scope of work has been identified.

Scope of Work**1. Interior Wall and Roof System (Interior)****Interior Walls**

- Power washing
- Wall repairs
- Topcoat application – Garland Tuff Coat

Roof System – Interior

- Clean and power wash purlins
- Grind surface rust
- Apply metal primer
- Apply top coat – Garland Rust-Go

Total Cost: \$141,292

Bid Results Labor (Materials provided through Garland/DBS)

Contractor	Bid
Futurity 19, Inc.	\$141,292
Tablas Construction	\$155,276
MB Painting & Restoration	\$158,802

2. Roof System – Exterior and Gutter Installation

Roof System – Exterior

- Removal of specified insulation and roofing materials per imaging report (See [Attachment A](#))
- Power washing
- Application of Garland Garla-Block
- Application of LiquiTec Base Coat
- Application of LiquiTec Top Coat

Gutter System

- Installation of new gutters and downspouts

Total Cost: \$144,471

Bid Results Labor (Materials provided through Garland/DBS)

Contractor	Bid
R.B. Crowther	\$144,471
DCG Roofing	\$148,456
Knickerbocker Roofing	\$165,753

Project Cost Summary

Project Component	Cost
Interior Wall & Interior Roof Work	\$141,292
Exterior Roof & Gutter System	\$144,471
Total Project Cost	\$285,763

Garland/DBS, Inc. has previously provided general contracting services to the City with very satisfactory results including follow ups. The vendor will also provide a 5-year material limited warranty and 15 year high-performance roof-system restoration warranty covering workmanship and materials as it relates to the abovementioned scopes of work. See [Attachment B](#). Garland is a supplier of comprehensive roofing and exterior services and is an awarded vendor through OMNIA Partners, a cooperative purchasing organization that delivers procurement solutions to public and private sector entities.

Garland/DBS, Inc. was awarded a national contract through Racine County, Wisconsin, for Roofing Supplies and Services, Waterproofing, and Related Products and Services under Contract Number MICPA#PW1925. This contract has been extended through October 14, 2029.

The FY26-27 Budget includes dedicated funding for this project. Project expenses will be allocated from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26/27 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-30-4390	Maintenance-Building Salt Bin Maintenance Contract Cost Project Code 274390SHED	\$450,000	\$285,763	\$164,237
25-30-4390	Maintenance-Building Salt Bin Maintenance Contingency Project Code 274390SHED	N/A	\$10,000	\$154,237
Totals		\$450,000	\$295,763	\$154,237

STAFF RECOMMENDATION

A motion accepting a proposal from Garland/DBS, Inc., Services related to the interior wall, roof purlins, roof and gutter upgrades of the Municipal Services Salt Shed, 1041 S Frontage Road, including materials and related services for the repairs and upgrades of specified work in an amount not to exceed \$295,763.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the April 6, 2026, City Council agenda for formal approval.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of April 2026.

AYES: _____

NAYS: _____

ABSENT: _____



Roof Diagnostic Survey – 2/11/26

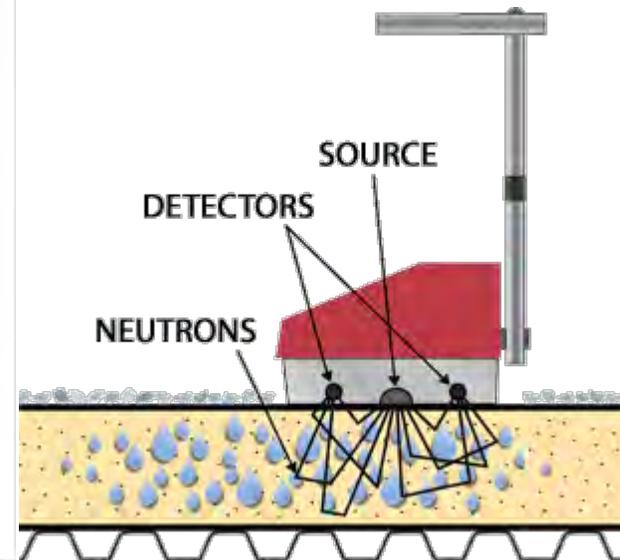
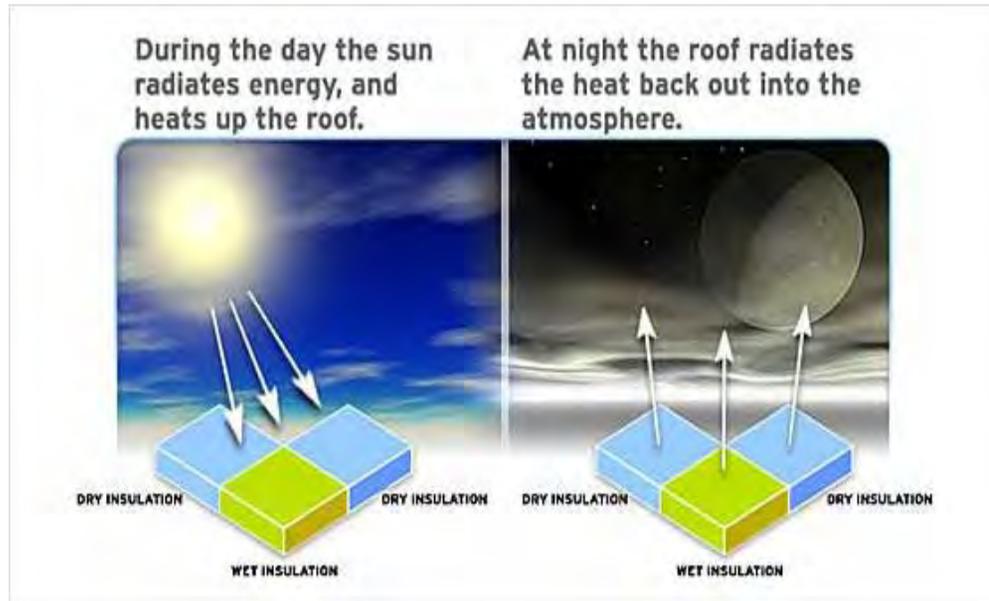
City of Darien

Salt Garage

1041 S. Frontage Rd., Darien, IL 60561

Understanding Building Roof Infrared Imagery & Nuclear Surveys

1-10 = Dry, 11 & Above = Wet



2149 Potter Rd. E.
Traverse City, MI 49696
231.590.9899
www.irtroofing.com



INFRARED | ROOFING | TECHNOLOGIES
"Revealing the Hidden Truth"

Understanding Nuclear Surveys

A nuclear roof moisture survey is the only effective method for locating areas of wet insulation within a ballasted roof system or multi-layered roof assembly. A nuclear gauge is used to detect varying levels of hydrogen ions within the roof system, with hydrogen being most abundant in wet materials. Readings are taken in conjunction with physical sampling to determine a baseline reading for dry materials. Typically readings are taken on a 10'x10' grid pattern and transferred to a scaled roof plan showing a visual representation of the wet areas. Readings over the dry baseline benchmark indicate damp to wet materials, with moisture content increasing with higher readings.

Inspector: Len Simkins

Phone: (231) 590-9899

This report provides the inspector's opinion of the condition of the elements inspected. The findings are based on a limited time/scope inspection performed according to the terms of Infrared Roofing Technologies and in a manner consistent with property inspection industry standards. The inspection is limited to readily accessible systems or components of the property. No guarantees are implied with respect to future deficiencies or conditions. No engineering, geological, design, environmental, biological, health related or code compliance evaluations of the property were performed. The information in this report was prepared exclusively for the named client and/or their authorized representative. The report, including supplemental information and addenda should be reviewed in its entirety.

Comments: Overall, the roofs insulation was dry, which is detailed in the report. Thank you for allowing Infrared Roofing Technologies to perform a Nuclear inspection of your facility. If you have any questions please do not hesitate to call or e-mail me.

Thanks again – Len Simkins

RSO & Level III Thermographer

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Traverse City, MI 49696
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IRT

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Overview Photos



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IRT

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Overview Photos



2149 Potter Rd. E.
Traverse City, MI 49696
231.590.9899
www.irtroofing.com

Core Report

Core #1 – Reading = 7

Metal Deck, 1.5” ISO, Modified - Dry



Core #2 – Reading = 5

Metal Deck, 1.5” ISO, Modified - Dry



Warranty No: _____ Effective Date: _____

The Garland Company, Inc.®

Five (5) Year Material Limited Warranty

Owner Name: SAMPLE Contractor Name: _____
 Address: _____ Address: _____
 City: _____ State/Zip: _____ City: _____ State/Zip: _____
 Building Name: _____ Products: _____
 Roof ID: _____ Square Footage: _____

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland products (Product) installed on the above-named project will be free from defect and meet the minimum published specifications for the material for a period of five (5) years from the date of installation. Any materials found to be defective or below the minimum published specifications during the Warranty period will be replaced by Garland. Garland will not be responsible for any damage to the building or its contents or any other consequential damages and its responsibility is limited to replacing any defective materials. Garland's obligation for repair remedies under this Warranty shall in no event exceed the cost of the original materials of this project.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roof system must be authorized in advance in writing by Garland. This Warranty may be transferred upon Garland's written consent, Garland's approval of maintenance to the roof system, and payment of a transfer fee. This Warranty excludes the following:

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
- B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
- C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
- D. Damage to the product resulting from:
 - 1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
 - 2. Ponding water, defined as standing water 48 hours after rainfall.
 - 3. Chemical contaminate attacks on the roofing system.
 - 4. Defects in engineering or building design or construction.
 - 5. Traffic or storage of materials on the roof.
 - 6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
- E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
- F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
 - (1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
 - (2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
- G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
- H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
 - 1. Changes in the usage of the building.
 - 2. Modifications or additions to the roofing system.
- I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
- J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein. Garland's liability under this Warranty is limited to replacing defective material, but in no event is the liability to exceed the original amount paid to Garland for the product. Garland is not responsible for the removal or replacement of any equipment or systems or overburden. In no event is Garland liable for any incidental, special, consequential, indirect, or punitive damages, loss of use or profits, or diminution in value.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of an issue, Owner shall provide written notice to Garland within seven (7) days of discovery of the issue and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department. Owner, or its agent or representatives shall then provide Garland with adequate access to allow Garland to inspect the issue and roof system. In the event the roofing system has rooftop equipment or overburden obscuring the waterproofing membrane, such as paver system, vegetated roofing, solar, solar thermal system, or any other material installed over the roof system, temporary or permanent, the Owner will have it removed before inspection at its sole expense. If it is determined that the issue is the direct result of defective materials, Garland will perform the repairs required to correct the issue at no cost to Owner. If Garland fails to have the repairs performed within 72 hours after its inspection, emergency temporary repairs performed by others will not void this Warranty, as long as those repairs are approved by Garland.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga. This Warranty constitutes the sole and exclusive Warranty of the parties hereto and supersedes any prior understandings or written or oral agreements or warranties between the parties respecting the subject matter within. If any one or more of the provisions contained in this Warranty shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Warranty shall be construed as if the invalid, illegal or unenforceable provision had never been contained therein

WARRANTY ACCEPTANCE

Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc. _____

Owner: _____

Signed By:  _____

Signed By: _____

Date: _____

Date: _____

The Garland Company, Inc.®
Fifteen (15) Year High-Performance Roof System Restoration Limited Warranty

Owner Name: SAMPLE Contractor Name:
Address: Address:
City: State/Zip: City: State/Zip:
Building Name: Products:
Roof ID: Square Footage:

MANUFACTURER RESPONSIBILITIES

The Garland Company, Inc. ("Garland"), a Corporation of the State of Ohio, warrants to the above-named Owner that the Garland roof system will not leak due to manufacturing defects by the above-named Contractor.

APPLICABILITY OF WARRANTY

For this Warranty to remain in effect, all repairs, changes, alterations, modifications and/or additions to the roofing system must be authorized in advance in writing by Garland.

- A. Damage by natural disasters including, but not limited to, fire, floods, lightning, hail, earthquakes, wind damage over 90 mph, etc.
B. Damage by structural movement or failure or movement of any material underlying the roofing system or base flashing.
C. Damage by acts of negligence, misuse or accidents including, but not limited to, use of roof for other than waterproofing the building, vandalism, civil disobedience or acts of war.
D. Damage to the roofing system resulting from:
1. Infiltration or condensation of moisture in, through, or around walls, copings, building structure or underlying or surrounding areas.
2. Ponding water, defined as standing water 48 hours after rainfall.
3. Chemical contaminate attacks on the roofing system.
4. Defects in engineering or building design or construction.
5. Traffic or storage of materials on the roof.
6. Defects in, failure or improper application of the underlying structural material used as a base upon which the roof is applied.
E. Leaks caused by deteriorated or failing sealants, such as: caulking or pitch pan sealants
F. Any aesthetic issues that do not directly cause the roofing system to leak including, but not limited to:
(1) ridges, cracks, blisters, wrinkles, fish mouths or other similar conditions or
(2) changes in surfacing such as appearance, mineral loss, discoloration, peeling protective coatings, aggregate loss, or similar conditions.
G. Edge metal or metal components fading, chalking, or weathering; nor for damage, rust, or other conditions resulting from the building being located within 1,500 feet of a body of saltwater, from acid rain, or any normal surface rust along the edges which, in the process of manufacturing and/or installation, have been factory-sheared or exposed in the field.
H. Damage caused by Owner-initiated changes not previously approved by Garland in writing including, but not limited to:
1. Changes in the usage of the building.
2. Modifications or additions to the roofing system.
I. Damage caused by the failure of Owner to properly maintain the roof system according to the Owner's Manual in effect as of the date of this Warranty issuance and attached Hereto and provided to the Owner. Lack of proper care and maintenance is cause for cancellation of this Warranty.
J. Damage for which the Owner does not provide Garland with timely written notice of a claim pursuant to the terms of this Warranty.

LIMITATIONS

Garland shall not be responsible for any damages that occur as a result of leaks, including, but not limited to damage to real or personal property, the structure itself, or contents therein.

EXCEPT AS SET FORTH HEREIN, GARLAND MAKES NO OTHER WARRANTIES AND HEREBY DISCLAIMS ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF DESIGN, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

OWNER RESPONSIBILITIES

In the event of a leak, Owner shall provide written notice to Garland within seven (7) days of discovery of the leak and before any repairs are undertaken. The written notice shall be sent to 3800 East 91st Street, Cleveland, OH 44105, Attn: Warranty Department.

To the fullest extent allowed by law, this Warranty shall be construed under the laws of the State of Ohio and any actions or suits to enforce this Warranty shall be brought in the State of Ohio, County of Cuyahoga.

WARRANTY ACCEPTANCE: Owner hereby accepts and agrees to the terms and conditions set forth in this Warranty.

By: The Garland Company, Inc. Owner:
Signed By: Signed By:
Date: Date:



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



ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Darien
Salt Garage Interior Restoration
1041 S. Frontage RD
Darien, IL 60561

Date Submitted: 02/18/2026
Proposal #: 25-IL-260173
MICPA # PW1925
IL General Contractor #:104.015673

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

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

Scope of Work:

1. Stage and Mobilize equipment & materials
2. Make vertical concrete wall repairs with Gar-Rock.
3. Install Garlands Green lock on vertical wall cracks- see detail
4. Cut out and remove existing adhesive & backer-rod foam
5. Inject oversized wall cracks with epoxy.
6. Install all new adhesive and back- rod foam in all vertical cracks.
7. Power wash exterior with degertent & clean free of debris.
8. Install garlands Tuff coat wall coating at rate of 3 gal per 100 sq ft.
9. Allow 1st coat to dry 24 hrs but no more than 48 hrs.
10. Install Garlands Tuff Coat top coat at rate of 3 gal per 100 sq ft.
11. Clean and power wash metal roof decks and purlins.
12. Grind surface rust off purlins.
13. Apply Metal Roof Primer at a rate of .5 gallons per 100 sq ft.
14. Apply Garland Rust-Go Top coat at 2 gallons per 100 sq ft.
15. Full clean sweep of all construction debris.

Proposal Price Based Upon Market Experience:	\$ 141,292
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Garland/DBS Price Based Upon Local Market Competition:

1 Futurity 19, Inc.	\$	141,292
2 Tablas Construction	\$	155,276
3 MB Painting & Restoration	\$	158,802

Furturity 19, Inc. - Unforeseen Site Conditions:

Concrete per Ft. Replacement	\$	28.50 per Sq. Ft.
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

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

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777



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



ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Darien
Salt Garage Roof Restoration
1041 S. Frontage RD
Darien, IL 60561

Date Submitted: 03/03/2026
Proposal #: 25-IL-260247
MICPA # PW1925
IL General Contractor #: 104.015673

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

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

Scope of Work: Low Slope Restoration

1. Stage & Mobilize Equipment and Materials .
2. Make any necessary repairs, including removal of any wet insulation and roofing materials and replace with like materials.
3. Repair any flashing or field deficiencies and replace WET areas identified on the Thermal Imaging Report.
4. Allow repairs to cure completely.
5. Carefully power wash all roof surfaces with greater than 2,000 psi pressure to remove debris, rust, scale, dirt, dust, chalking, peeling or flaking coatings, etc. Do not force water into the roof system or damage roof surfaces.
6. Wearing personal protective clothing and equipment, treat areas of algae, mildew or fungus with a solution of three quarts of warm water and TSP or Simple Green Solution.
7. Rinse at least twice to be sure all cleaning agents or contaminants are completely removed to prevent adhesion issues.
8. Apply Galrlands Garla-Block at rate of 1 gal per 100 sq ft. Apply LiquiTec Base Coat at 4 gal./ sq. and embed Grip Polyester Firm Scrim in base coat. Scrim should be fully embedded.
9. Allow to cure thoroughly. (24 hours) Prior to field coating application, the local Garland Representative needs to complete an inspection of all treated seams and details.
10. After base coat and scrim are installed, apply a top coating Of LiquiTec at rate of 2 gal per 100 sq ft.

11. Install new gutter systems with downspouts pitched to the north end of the building at 1/8" slope taper to the back of the building. Install 4x 4x4" roof pockets to the perimeter to allow for drainage.
12. Full clean sweep of all construction debris.

Scope of Work: Addendum

1. Port A John will NOT be needed and facilities onsite will be available
2. No dumpster onsite
3. Include min 5 rolls of base and 5 rolls of cap sheet for repairs
4. Gutters are to be added to the external perimeter metal
5. 2x downspouts are to be installed at the back of the building flowing to the detention area.
6. Interply adhesive for base and cap sheet is weatherking in 5 gal pal
7. Apply Garla-Block over all modified existing cap sheet.
8. Staging will be defined in the pre-construction meeting.

Proposal Price Based Upon Market Experience: \$ 144,471

Garland/DBS Price Based Upon Local Market Competition:

1 R.B Crowther	\$	144,471
2 DCG Roofing	\$	148,456
3 Knicker Bocker	\$	165,753

Contractor Name - Unforeseen Site Conditions:

1.5" Poly/Iso Insulation Replacement	\$	45.60 per Sq. Ft.
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Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

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

Clarifications/Exclusions:

1. Plumbing, Mechanical, Electrical work is excluded.
2. Masonry work is included to which it obtains to the scope of work.
3. Interior Temporary protection is excluded.
4. Any work not exclusively described in the above proposal scope of work is excluded.

Respectfully Submitted,

John Petersen

John Petersen
Garland/DBS, Inc.
(216) 302-3777

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
March 23, 2026

ISSUE STATEMENT

A motion approving a dedicated Plat of Easement at Chestnut Court Plaza for an electrical service to provide power for low-voltage lighting at the City's gateway sign, located within the southern right-of-way east of Lemont Road, on property owned by Chestnut Court Darien IL LLC (PIN No. 09-29-300-008), as attached in Exhibit 1

AND

A motion authorizing the Mayor to enter into an agreement with Chestnut Court Darien IL LLC related to providing electrical service for the low-voltage lighting at the City's gateway sign located within the southern right-of-way east of Lemont Road, as attached in Exhibit A.

BACKGROUND/HISTORY

As part of a lighting enhancement project for the City's entrance gateway sign, located within the southern right-of-way east of Lemont Road and fronting Chestnut Court Plaza, electrical power is required to operate the proposed low-voltage lighting system.

In coordination with ComEd, staff evaluated options for obtaining electrical service. One option required installation of an additional transformer at an estimated cost of \$10,000. Due to this cost, staff explored alternative solutions.

The most practical and cost-effective solution is to access power from an existing light pole located in close proximity to the gateway sign (see Exhibit 2). Staff has negotiated a dedicated easement with the property owner to allow the City to install an electrical service line and related appurtenances from the existing light pole to the gateway sign.

In addition, staff has negotiated an agreement between the City and Chestnut Court Darien IL LLC, represented by Mid-America Asset Management, to formalize the electrical service arrangement.

The easement and agreement grant the City the right to enter the private property for the installation, operation, and maintenance of the electrical service and associated components.

Under the agreement:

- The City will be responsible for all material and labor costs associated with the installation and maintenance of the electrical service.
- The annual electrical service cost will be \$100, payable to Chestnut Court Darien IL LLC.
- The agreement includes a 2% annual escalator, subject to annual review.
- The agreement also includes a cancellation clause.

The gateway sign lighting project itself was previously approved by the City Council under prior agenda memos.

STAFF RECOMMENDATION

A motion approving a dedicated Plat of Easement at Chestnut Court Plaza for an electrical service to provide power for low-voltage lighting at the City’s gateway sign, located within the southern right-of-way east of Lemont Road, on property owned by Chestnut Court Darien IL LLC (PIN No. 09-29-300-008).

AND

A motion authorizing the Mayor to enter into an agreement with Chestnut Court Darien IL LLC related to providing electrical service for the low-voltage lighting at the City’s gateway sign located within the southern right-of-way east of Lemont Road.

ALTERNATE CONSIDERATION

Not approving the motion at this time.

DECISION MODE

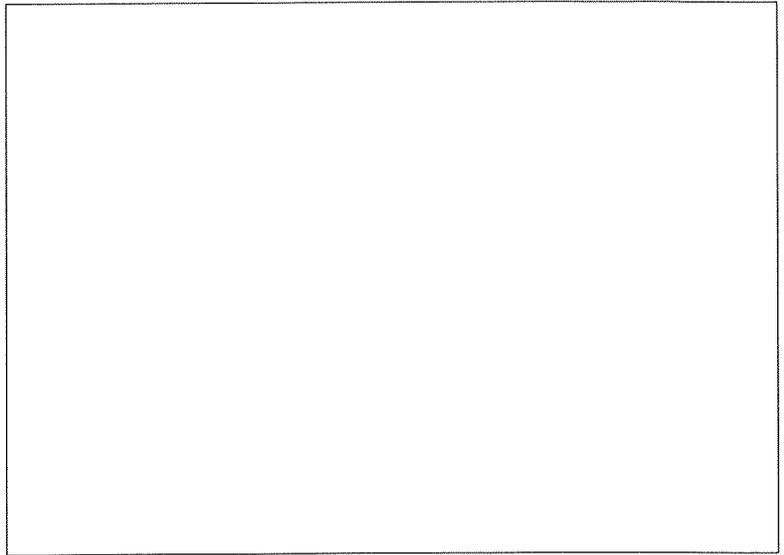
This item will be placed on the April 6, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 6th day of April 2026.**

AYES: _____

NAYS: _____

ABSENT: _____



EASEMENT AGREEMENT

THIS EASEMENT AGREEMENT (“Agreement”) is dated the ____ day of _____, 2026, by and between Chestnut Court Darien IL LLC (“Owner”) and the City of Darien, a municipal corporation with offices at 1702 Plainfield Road, Darien, Illinois 60561 (“City”).

R E C I T A L S:

- A. Owner is the owner of certain property described on **Exhibit 1** attached hereto and made a part hereof (the “Subject Property”).
- B. The Subject Property fronts the City’s entrance way sign on 75th Street and east of Lemont Rd. The City and Owner have been in negotiations in order to collaborate on the installation and maintenance of an underground electric service to serve the entranceway sign low voltage lighting features.
- C. In connection with the Agreement, the parties have agreed that Owner will grant the City temporary and permanent easements as set forth hereinbelow.

Accordingly, it is hereby agreed by and between Owner and City as follows:

Section 1. Grant of Easement. Owner hereby grants the City an easement to the “Easement Area” as shown on the Plat attached to this Agreement as **Exhibit 1** for purposes of maintaining an underground electric service and disconnect for the purpose of serving a low voltage lighting features adjacent to the entrance way sign. An illustration of the project is depicted within **Exhibit 2**.

Section 2. Construction; Maintenance; Cost Sharing

- A. The City shall be responsible for the construction of the electric service and appurtenances to the existing light pole as depicted in **Exhibit 2**.
- B. In order to reimburse Owner for the cost of electricity and the easement right granted by this Agreement, the City shall pay Owner/Owners Agent an annual sum of One Hundred 00/100 dollars. The annual payment shall be due on or before January 1 of each calendar year during the term of this easement. The first payment shall be due upon full execution of this Agreement and shall cover the remainder of the calendar year.. This payment may be annually reviewed for an up to two (2%) percent increase per year, subject to both parties review.
- C. The City may assign maintenance responsibilities to a third-party contractor.

Section 3. Vacation of Easement

The City reserves the right to vacate the Easement granted by this Agreement after 20 years from the date of initial landscaping installation. The Easement shall terminate only upon the City: (a) providing Owner with at least ninety (90) days' prior written notice of its intent to vacate; (b) removing all improvements unless Owner elects in writing to have them remain; (c) restoring the Easement Area in accordance with this Agreement; and (d) executing and recording a written instrument of release in recordable form. Until such release is recorded, this Easement shall remain in full force and effect.

Section 4. Recordation

This Agreement shall be recorded in the Office of the DuPage County Recorder of Deeds at the City's expense.

Section 5. Restoration of Subject Property

Following any installation, maintenance, repair, replacement, or removal of the underground electrical services, the City shall promptly restore the Easement Area and any disturbed portions of the Subject Property to the same condition that existed immediately prior to commencement of such work, including but not limited to landscaping, irrigation systems, pavement, curbs, sidewalks, grading, and drainage improvements. If the City fails to complete restoration within thirty (30) days after written notice from Owner, Owner may complete such restoration and the City shall reimburse Owner within thirty (30) days after receipt of invoice.

Section 6. Indemnification

To the fullest extent permitted by law, the City shall indemnify, defend, and hold harmless Owner and Owner's officers, members, managers, agents, and representatives from and against any and all claims, damages, liabilities, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) the installation, existence, maintenance, repair, replacement, or removal of the Permitted Improvements; (b) the City's use of the Easement Area; and (c) any negligent or wrongful act or omission of the City, its employees, contractors, or agents. The City's

indemnification obligations expressly include claims arising from the acts or omissions of contractors or subcontractors performing work within the Easement Area.

Section 7. Successors and Assigns

This Easement shall run with the land and be binding upon and inure to the benefit of the parties and their respective successors and assigns. In the event the Subject Property is sold, conveyed, or assigned, this Easement shall automatically transfer and remain in full force and effect. The City may not assign this Easement to any third party without Owner's prior written consent, except to a successor governmental entity assuming responsibility for the entranceway sign.

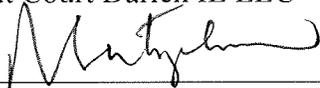
OWNER:

CITY:

Chestnut Court Darien IL LLC

CITY OF DARIEN

By:



By: _____

Attest: SatyaKumar Bhavanasi, Manager

Attest: _____

Date: _____

03/16/2026

Date: _____

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



RUSSELL W. SCHOMIG, PLS
WILLIAM K. SCHOMIG

SCHOMIG LAND SURVEYORS, LTD.

PLAT OF GRANT OF PUBLIC UTILITY EASEMENT

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

GRANTORS CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS.

CHESTNUT COURT, DARIEN, ILLINOIS LLC DOES HEREBY GRANT A PUBLIC UTILITY EASEMENT OVER THE PROPERTY DESCRIBED AS:

THAT PART OF TRACT "C" (EXCEPT THE NORTH 100 FEET THEREOF AS TAKEN FOR HIGHWAY PURPOSES RECORDED AUGUST 17, 1950 AS DOCUMENT NO. 601548) DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS 104.44 FEET EAST OF THE WEST LINE OF TRACT C AND 34.47 FEET SOUTH OF THE SOUTH LINE OF 75TH STREET AS DEDICATED BY AFORESAID DOCUMENT, SAID POINT BEING 5.00 FEET NORTHWESTERLY OF A LIGHT POLE AS MEASURED AT RIGHT ANGLES TO A LINE THAT BEARS NORTH 37 DEGREES 02 MINUTES 55 SECONDS EAST, AND 5 FEET SOUTHWESTERLY OF A LIGHT POLE AS MEASURED AT RIGHT ANGLES TO A LINE THAT BEARS NORTH 52 DEGREES 57 MINUTES 05 SECONDS WEST; THENCE NORTH 37 DEGREES 02 MINUTES 55 SECONDS WEST, 44.08 FEET TO THE SOUTH LINE OF 75TH STREET; THENCE NORTH 88 DEGREES 29 MINUTES 53 SECONDS EAST, ALONG THE SOUTH LINE OF 75TH STREET, 12.79 FEET; THENCE SOUTH 37 DEGREES 02 MINUTES 55 SECONDS WEST 52.04 FEET; THENCE NORTH 52 DEGREE 57 MINUTES 05 SECONDS WEST, 10.00 FEET TO THE POINT OF BEGINNING, IN DOWNERS GROVE TOWNSHIP SUPERVISORS ASSESSMENT PLAT NO.2 OF THE NORTH 1050 FEET OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1944 AS DOCUMENT NUMBER 464509, IN DUPAGE COUNTY, ILLINOIS.

AND I HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF PUBLIC UTILITY EASEMENT TO THE CITY OF DARIEN, TO BE PREPARED AS DESCRIBED ABOVE AND DEPICTED HEREON AS THE OWN FREE AND VOLUNTARY ACT AND DEED OF CHESTNUT, DARIEN ILLINOIS LLC.

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

AUTHORIZED REPRESENTATIVE: _____

TITLE: _____

CHESTNUT COURT, DARIEN, ILLINOIS LLC NOTARY

STATE OF ILLINOIS)
COUNTY OF DU PAGE) SS.

I, _____ A NOTARY
PUBLIC IN AND FOR THE COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT:

_____ PERSONALLY KNOW BY ME
TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING CERTIFICATE. DID APPEAR
BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT CHESTNUT COURT DARIEN, ILLINOIS LLC
IS OWNERSHIP OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNER, HAS CAUSED SAID PROPERTY
TO BE SURVEYED AND THIS PLAT OF GRANT OF PUBLIC UTILITY EASEMENT TO THE CITY OF DARIEN
TO BE PREPARED AS HIS FREE AND VOLUNTARY ACT AND DEED FOR USES AND THE PURPOSES AFORESAID.

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

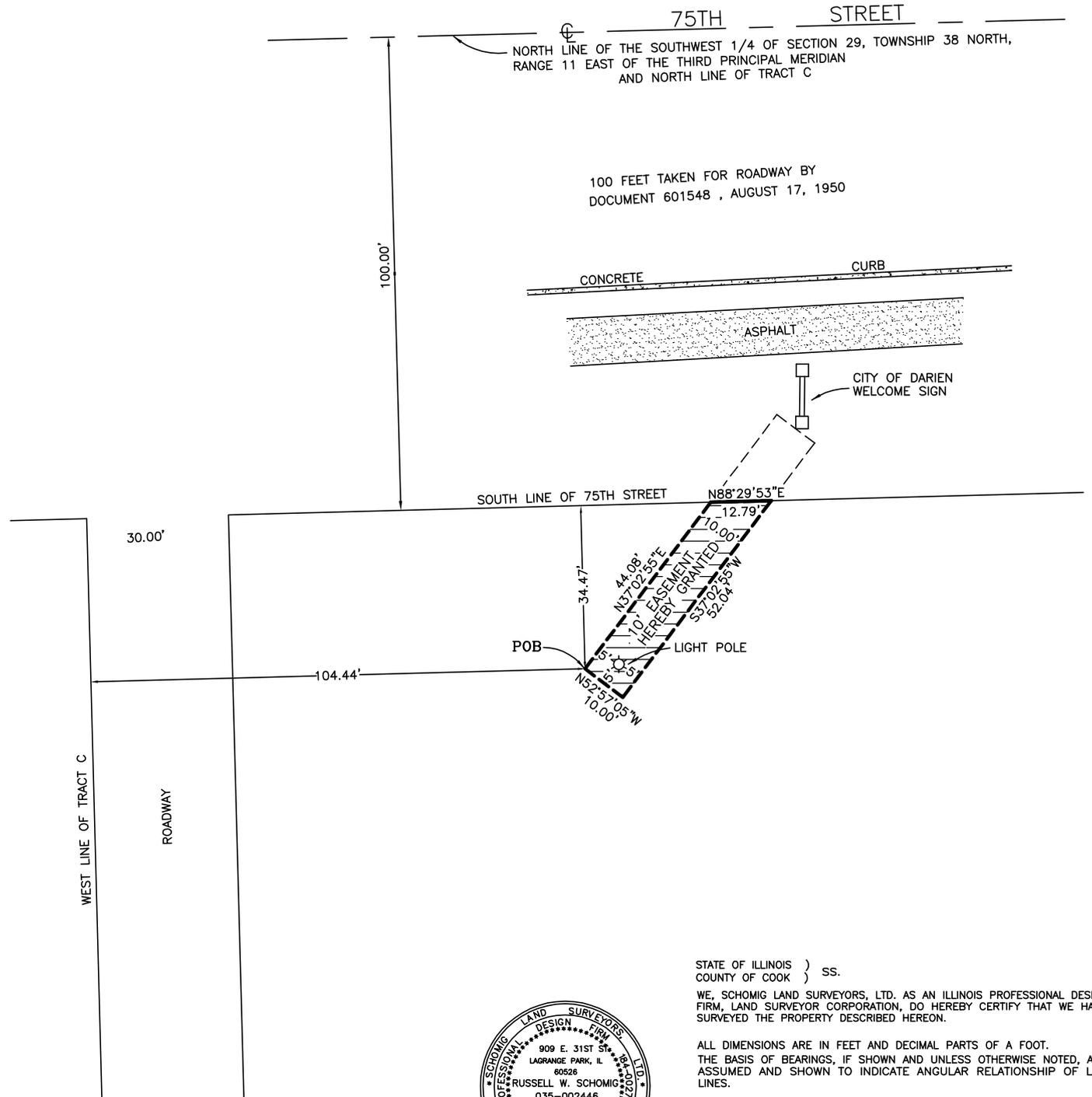
BY: _____
NOTARY PUBLIC.

SURVEY DATE: MARCH 1, 2026

ORDERED BY: CITY OF DARIEN

PLAT NUMBER: 219971E; H28-122

SCALE: 1" = 20'



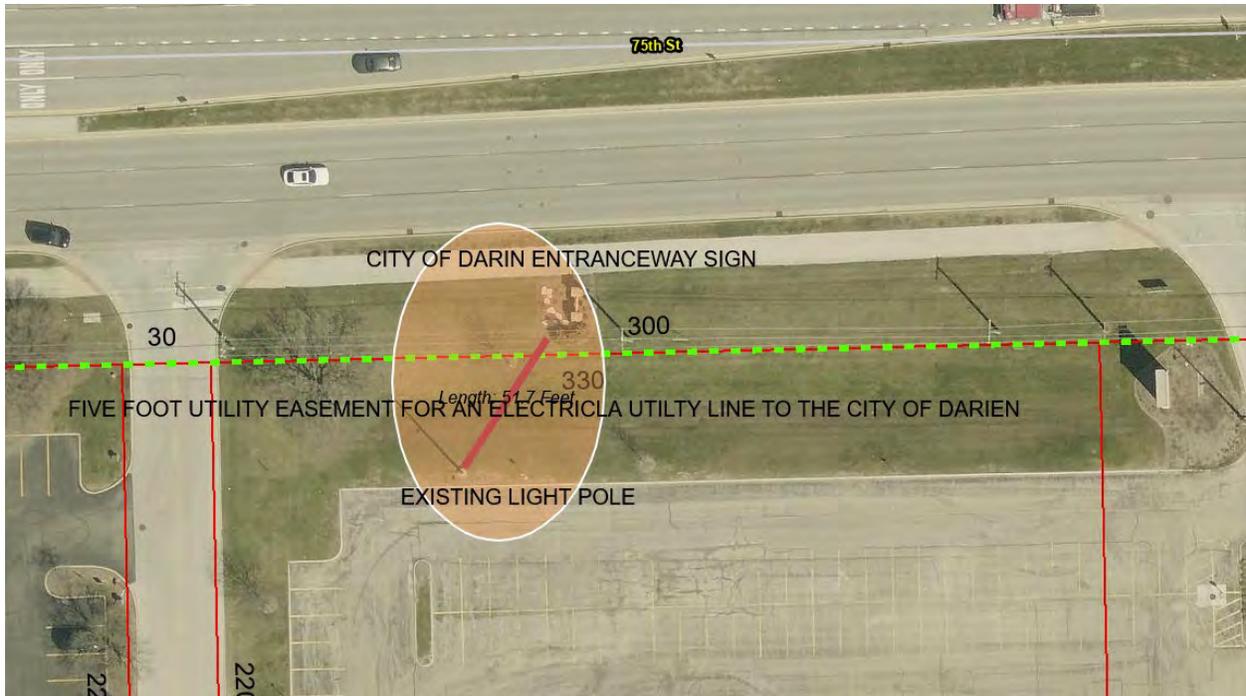
STATE OF ILLINOIS)
COUNTY OF COOK) SS.

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

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

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

BY: Russell W. Schomig
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446



AGENDA MEMO
Municipal Services Committee
March 23, 2026

ISSUE STATEMENT

Approval of an ordinance authorizing the City of Darien to participate in the Suburban Tree Consortium Membership for the future purchase of trees and labor to install. See Exhibit A

BACKGROUND/HISTORY

The City is continually seeking cooperative purchasing opportunities that provide cost savings and operational efficiencies. As part of this effort, staff has identified the Suburban Tree Consortium (STC) as a potential partner for the procurement of trees and related services.

Through membership in the consortium, the City would have the opportunity to purchase trees and contract for mulch installation at competitively bid pricing. The program offers several advantages, including:

- No minimum purchase requirement
- Increased buying power through economies of scale
- Access to multiple vendors (currently seven vendors as of the agenda date)
- Spring and fall planting opportunities
- A wide selection of tree species
- Five-year pricing with an annual escalator not to exceed 5%

The annual membership cost for the consortium is \$575. As part of the membership requirements, the City must designate a representative to serve on the STC Board. It is anticipated that an arborist from the Municipal Services Department would serve in this role.

Attachment Information

- **Attachment A**-By Laws Dated 3/10/16
- **Attachment B**-Pricing Schedule 2025-2029

Membership may be cancelled at any time, which would also terminate the City's access to purchasing opportunities through the consortium. Please note this item was not considered during the FY26-27 Budget Meetings. The proposed membership cost of \$575 would be charged against the Tree Replacement under Account No 01-30-4350 for FY26-27 and would be included under Dues and Subscriptions for the subsequent years.

STAFF RECOMMENDATION

Staff recommends approval of an ordinance authorizing the City of Darien to participate in the Suburban Tree Consortium Membership for the future purchase of trees and labor to install.

ALTERNATE CONSIDERATION

Not approving the resolution at this time.

DECISION MODE

This item will be placed on the April 6, 2026 City Council agenda for formal consideration.

BY-LAWS REVISED 03/10/16

ARTICLE I

PURPOSE

The Suburban Tree Consortium (hereafter called the STC) is an intergovernmental agreement voluntarily established by its members for the purpose of:

- Contracting and negotiating with tree nurseries to provide its members with a variety of quality trees at reasonable prices;
- Contracting and negotiating with tree planting services on behalf of its members;
- Providing a forum for mutual study, development and implementation of municipal tree growing, planting and maintenance programs for all its members;
- Providing arboricultural services to other member governmental units.

Any trees or services which may be acquired during the term of this agreement shall be paid for, owned, and be maintained on an individual basis by each municipality which desires to make any such acquisition. This individual ownership arrangement shall not, however, prevent STC from bargaining on behalf of any member(s) in an effort to reduce costs of any type.

ARTICLE II

POWERS

The powers of STC are as follows:

- To enter into contracts, for the performance of services directly related to this venture;
- To employ agents and consultants for the operation and maintenance of a system for the growing, planting, and care of trees;
- All powers necessary and incidental to carrying out the purposes set forth in Article I of this agreement.

ARTICLE III

PARTICIPATION

- A. Membership shall be limited to Chicago Metropolitan municipalities within a sixty (60) mile radius of the City of Chicago.
- B. To apply for membership a municipality shall submit to the STC:
 1. A certified copy of an ordinance passed by the municipality's governing board authorizing membership in the STC. This ordinance shall acknowledge the municipality's acceptance of all existing STC contracts; each municipality is responsible for its individual debts and liabilities incurred while a member of the STC; the remaining STC members shall not absorb another member's debts and liabilities by default; that the municipality's needs are compatible with the STC; and the appointing of a designated official and alternate to the STC Board. Such ordinance shall be substantially similar to the ordinance for membership attached as Exhibit A.
 2. Payment of membership fee of \$575.00 to the STC.
 3. Upon receipt of the ordinance for membership and fee, the STC Board of Directors shall motion the application at the Board's next regular meeting. New members shall be admitted by a majority vote of the Board of Directors.

- C. Provide a certified copy of the resolution of intent to the STC with the annual membership renewal and is attached as Exhibit B.
- D. Current member municipalities shall annually at the start of the new fiscal year (May 1) pay membership dues of \$575.00, or as amended.
- E. Only member municipalities who have paid all dues, fees and other charges may vote and participate in STC functions.

ARTICLE IV

BOARD OF DIRECTORS

- A. There is hereby established, for the STC, a Board of Directors which shall consist of one designated official, or alternate, of each member municipality.
- B. The Board of Directors shall determine general policy of the STC, and shall have the responsibility for the hiring of consultants, approval of amendments to this agreement, approval of the acceptance of new members, and approval of the annual budget of the STC.
- C. Each municipality that is a member of the STC shall be entitled to one seat on the Board of Directors and shall be entitled to one vote thereon. Such one vote may be cast only by the designated official or designated alternate.
- D. Each designated official shall serve on the Board until a successor is appointed by his or her municipality. When such designated official ceases to be an officer of the member municipality appointing such officer, the official shall cease to be a Board member of STC.
- E. The Board of Directors may establish rules governing its own conduct and procedures and have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois or this Agreement.
- F. Unless otherwise specified in this agreement, all business by such Board of Directors shall consist of a majority vote of the membership present at the meeting or submitting votes in advance. Due to the nature of multiple municipal responsibilities and the need to proceed with matters of business in a timely fashion, voting may be conducted in person at any board meeting and by telephone, facsimile or electronic-mail before the board meeting by members unable to attend in person. A majority shall be one (1) more than half the combined total votes cast in person plus those submitted before the meeting. All such voting activities shall be recorded by the STC Secretariat.

- G. No one serving on the Board of Directors shall receive any salary or compensation from the venture. The daily operation of the venture shall be conducted under the direction and supervision of the Board of Directors, subject to the policy limitations established by the Board of Directors from time to time. Except as specifically excepted herein, no contract or other obligation of this venture shall be binding unless approved or ratified by the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS MEETINGS

- A. Regular meetings of the Board of Directors shall be held twice per year. Special meetings of the Board of Directors may be called by its President, or shall be called upon written request by two of its members. Twenty-four (24) hours notice of special meetings shall be given to the official representatives of each member municipality and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said meetings shall be limited to those items specified in the agenda.
- B. The time, date, and location of regular and special meetings of the Board of Directors shall be determined by the President of the Board of Directors.
- C. Notice of the regular meetings of the Board of Directors shall be given to the designated official of each member municipality at least five (5) days prior to such meeting, and an agenda for such meeting shall accompany the notice; however, such meeting shall not be limited to the matters set forth in such agenda.
- D. All business which requires a vote shall be as set forth in Article IV.

ARTICLE VI

OFFICERS OF THE BOARD OF DIRECTORS

- A. Officers shall consist of a President, Vice President, Treasurer, Secretary and Member at Large. All officers shall be elected by the Board of Directors.
- B. Officers shall be elected for a minimum of a two year term and a maximum of a 5 year term and shall serve terms rotating through the positions in a fixed sequence in the following order: member at large; secretary; treasurer; vice-president and president. New officers shall take office at the adjournment of the summer meeting

of the Board of Directors at which they are elected. Nominations for the executive committee positions as listed above will be accepted at the winter meeting, to be voted on at the next summer meeting.

- C. A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office or upon his/her ceasing to be an officer or employee of any member government. Upon a vacancy occurring in the office of any officer, the Board of Directors may appoint a successor to fill the vacancy. The rotation of officers may be advanced one year before the vacancy has been filled if the Board of Directors finds this advisable.
- D. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the STC would be served thereby.
- E. The President shall be the principal executive officer of the STC and shall in general supervise and control all of the business and affairs of the STC. In general, the President shall perform all duties incident to the office of President and such other duties consistent with this agreement as may be prescribed by the Board of Directors from time to time.
- F. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President including the authority to sign instruments which have been authorized for execution by the Board of Directors; and when so acting, shall have all the restrictions as that of President.
- G. The Executive Committee, consisting of the President, Vice-President, Treasurer, Committee Liaison and Member At-Large will be responsible for reporting and working with all STC committees, and carrying out the decisions of the majority of the members.
- H. The STC shall contract for services for a Secretariat to perform the various functions, which include but are not limited to the following:
 - (a) Keep the minutes of the Board of Directors meetings in one or more books provided for that purpose;
 - (b) See that all notices are duly given in accordance with the provisions of this Agreement;
 - (c) Be custodian of the records of the STC;
 - (d) Have charge and custody of and be responsible for all funds and securities of the STC;

- (e) Receive and process invoices for monies due and payable to the STC from any source whatsoever;
 - (f) In general, perform all the duties incident to the office of Secretariat and such other duties as from time to time may be assigned by the President or the Board of Directors. A Memorandum of Understanding specifying the dollar amount of the Secretariat Service shall be renewed annually by the Board of Directors.
- I. Officers shall serve without compensation from the STC except that they shall be reimbursed for authorized out-of-pocket expenses made on behalf of the Consortium.
 - J. The Board of Directors shall have the authority to contract with other municipal bodies for use of Consortium facilities, equipment, and programs and to establish appropriate charges therefore.
 - K. At each regular meeting of the Board of Directors, the Secretariat, along with the Treasurer, shall report budget and financial transactions since the previous regular meeting.
 - L. The President shall present a full report of his activities at each regular meeting of the Board of Directors.
 - M. The Board of Directors shall (as provided for in the approved budget) have the authority to hire, fix the salary of, and remove the Program Consultants for the STC.

ARTICLE VII

FINANCES

- A. The fiscal year of the STC shall end on April 30th of each year.
- B. An Annual Budget shall be prepared by the Secretariat. At the winter meeting each year, the Board of Directors shall adopt the budget by a majority vote of all the members and shall submit the budget at the winter meeting to each member municipality for inclusion in its budget deliberation and approval. The budget will become effective at the beginning of the next fiscal year, which begins on May 1. Total budgeted expenditures for the STC may not be exceeded unless authorized by each elected legislative body of each participating municipality.
- C. Each member will take all internal required actions to authorize the funds necessary to meet its obligations under the by-laws of the STC.

- D. All STC expenditures, with the exception of nursery and planter payments, will be made under the signatures of the office of Secretariat. Any expenditure over \$500.00 must be approved by the STC Executive Committee by a majority vote. Any member reserves the right to request any expenditure to be voted on by the full STC membership. Such a vote would require a majority rule.

ARTICLE VIII

CONTRACTS ON BEHALF OF THE STC

- A. The Board of Directors may authorize any officer or officers, agent or agents to enter into any authorized contract or execute and deliver any instrument in the name of and on behalf of the STC, and such authority may be general or confined to specific instances. In general, the office of the Secretariat will sign and execute all transactions for the STC.
- B. No loans shall be contracted on behalf of the STC, and no evidences of indebtedness shall be issued in its name.
- C. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the venture, shall be signed by office of the Secretariat of the venture and in such manner as shall from time to time be determined by resolution of the Board of Directors.

ARTICLE IX

WITHDRAWAL, TERMINATION, AND DISSOLUTION

- A. Any participating municipality may at any time give certified written notice of withdrawal from the STC. Any participating municipality may withdraw at any time, with the consent of a majority vote of the members. Certified written notice is defined as a certified copy of the member's village board minutes where a majority vote of the board is in favor of terminating their STC membership. The village clerk will be required to send a certified copy of the board minutes to the Suburban Tree Consortium Coordinator.
- B. Upon any such withdrawal:
 - 1. Withdrawal shall not take effect for a period of one (1) year from

date of such notification;

2. Fiscal year dues will not be refunded.

3. Upon withdrawal, the withdrawing member shall continue to be responsible:
 - a) For 100% of its current fiscal year dues, which are non-refundable.
 - b) For any contractual obligations for a period of one year from the date of certified written notification.

ARTICLE X

LIABILITY AND PROPERTY

- A. Except as otherwise provided by individual contracts, all participating municipalities in the STC shall be liable for the debts and liabilities of STC, with the exception of purchases made directly by individual municipalities. Each participant shall indemnify and hold harmless any other member for any loss, cost or expense that may be imposed upon such other member in excess of its proportionate liability.
- B. All property including any copyrights or patents acquired by the STC shall be owned in common by the parties to the STC in equal shares, unless otherwise determined in writing by all parties.

ARTICLE XI

AMENDMENT

- A. Amendment to this Agreement may be proposed by any member of the Board of Directors. The Amendment shall be submitted to the Board of Directors at least thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered. The proposed amendment shall be considered by the Board of Directors and a copy thereof, and its reasons therefore, mailed to the Board members at least fifteen (15) days prior to the meeting at which such proposed amendment is to be considered.

- B. A majority vote of the Board of Directors shall be required to recommend any amendments to this Agreement to the governing body of the municipalities.

Doty Nurseries LLC

DOTY NURSERIES	Planting Season	Fall 2024/Spring 2025				Fall 2025/Spring 2026				Fall 2026/Spring 2027				Fall 2027/Spring 2028				Fall 2028/Spring 2029			
		2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Armstrong Gold® Maple	spr									280				280				290			
Autumn Blaze® Freeman Maple	spr / fall	235	264			250	285			270	305			275	305			275	305		
Marmo Freeman Maple	spr / fall	235				250				270				275				275			
State Street® Maple	spr / fall	240				255				275				275				280			
Red Pointe® Maple	spring	235	264	320		250	285			270	305			275	305			280	310		
Crescendo™ Sugar Maple	spr / fall	242				260				280				280				285			
Fall Fiesta Sugar Maple	spr/fall													280				285			
Green Mountain® Sugar Maple	spr / fall	242				260				280				280				285			
Autumn Splendor Horsechestnut	spring	335				350				380				380				380			
American Hornbeam	spring																	285			
Northern Catalpa	spr / fall	195	242			209	258			225	278			225	278			230	278		
Common Hackberry	spr / fall	225				240				260				260				260			
American Beech	spring	320				345				370				370				380			
Princeton Sentry Ginkgo	spr / fall		375				390				405				405			415			
Skyline® Honeylocust	spr / fall	230				245				264				264				268			
Kentucky Coffee Tree	spr / fall	240	270			255	288			275	310			275	310			275	315		
Espresso™ Kentucky Coffee Tree	spr / fall	250				268				288				288				288			
True North Kentucky Coffee Tree	spr/fall													288				288			
Exclamation™ Planetree	spring	230				245				250				250				255			
White Oak	spring	280	315			300				315				315				315			
Swamp White Oak	spring	260				278				300				300				305			
Bur Oak	spring	260				278				300				300				305			
Chinkapin Oak	spring									300				300				305			
Regal Prince Oak	spring	260				278				300				300				305			
Red Oak	spring	260	295			278	315			300	340			300	340			305	345		
Black Locust	spr / fall	265				270				290				290				295			
Common Baldcypress	spring	230	260			245	275			260	295			260	295			260	295		
American Sentry Linden	spr / fall	225				240				260				260				265			
Redmond Linden	spr / fall	225				240				260				260				265			
Greenspire® Littleleaf Linden	spr / fall	225	255			240				260				260				265			
Princeton American Elm	spr / fall	235				252				260				260				260			
Accolade® Elm	spr / fall	235				252				260				260				260			
Paperbark Maple	spr/fall													385				385			
Autumn Brilliance Serviceberry	spr / fall	250				268				290				290				295			
Spring Flurry Serviceberry	spr / fall	250				268				290				290				295			
River Birch	spring	200				214				225				225				230			
Thornless Hawthorn	spring	195				210				235				235				240			
Floribunda Crabapple	spr / fall	175				190				200				200				205			
Red Jewel™ Crabapple	spr / fall	185	210			200	230			215	245			245				215	245		
Royal Raindrops® Crabapple	spr / fall		210				230				245			245				215	245		
Golden Raindrops® Crabapple	spr / fall		210				230				245			245				215			
Starlite Crabapple	spr/fall	195				210				220				220				230			
Nyssa sylvatica	spring																	305			
China Snow Pekin Lilac	spr / fall		245				260				285				285				290		
Beijing Gold Lilac	spr / fall	245				260				265				265				290			
Ivory Silk Lilac	spr / fall		275				295				305				305				305		

STC Pricing Doty fall 2024-spring 2029



Phone: 815-653-9293
 Cell 630-461-3050
 Fax: 815-728-0977

CONSORTIUM PRICING

BOTANICAL NAME	COMMON NAME	Fall 2024/Sp 2025			Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028			Fall 2028/Spring 2029		
		2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
Acer campestre	Maple, Hedge	175	204	0	180	210	0	189	221	0	199	232	0	205	238.6	0
Acer freemanii 'Autumn Blaze'	Maple, Autumn Blaze	179	209	234	184	215	241	194	226	253	203	237	266	209	244	274
Acer freemanii 'Firefall'	Maple, Firefall	179	209	234	184	215	241	194	226	253	203	237	266	209	244	274
Acer freemanii 'Marmo'	Maple, Marmo	179	209	234	184	215	241	194	226	253	203	237	266	209	244	274
Acer freemanii 'Sienna Glen'	Maple, Sienna Glen	179	209	234	184	215	241	194	226	253	203	237	266	209	244	274
Acer miyabei 'Morton'	Maple, State Street	183	213	250	188	219	258	198	230	270	208	242	284	214	249	292
Acer rubrum 'Bowhall'	Maple, Bowhall Red	183	213	0	188	219	0	198	230	0	208	242	0	214	249	0
Acer rubrum 'Red Pointe'	Maple, Red Pointe	183	213	250	188	219	258	198	230	270	208	242	284	214	249	292
Acer rubrum 'Sun Valley'	Maple, Sun Valley Red	175	204	225	180	210	232	189	221	243	199	232	256	205	239	263
Acer rubrum (A. x freemanii) 'Armstrong Gold'	Maple, Armstrong Gold	183	213	250	188	219	258	198	230	270	208	242	284	214	249	292
Acer saccharum 'Fall Fiesta'	Maple, Fall Fiesta Sugar	192	225	0	198	232	0	208	243	0	218	256	0	225	263	0
Acer saccharum 'Green Mountain'	Maple, Green Mountain Sugar	192	225	0	198	232	0	208	243	0	218	256	0	225	263	0
Acer saccharum 'Morton'	Maple, Crescendo Sugar	192	0	0	198	0	0	208	0	0	218	0	0	225	0	0
Acer truncatum x platanoides 'JFS-KW 202'	Maple, Crimson Sunset	183	225	0	188	232	0	198	243	0	208	256	0	214	263	0
Aesculus	Horsechestnut/Buckeye	200	0	0	206	0	0	216	0	0	227	0	0	234	0	0
Amelanchier grandiflora 'Autumn Brilliance'	Serviceberry, Autumn Brilliance Apple	187	0	0	193	0	0	202	0	0	212	0	0	219	0	0
Amelanchier laevis 'JFS-Arb'	Serviceberry, Spring Flurry Allegheny	187	0	0	193	0	0	202	0	0	212	0	0	219	0	0
Betula nigra	Birch, Heritage River	176	204	238	181	210	245	191	221	257	200	232	270	206	239	278
Carpinus betulus 'Fastigiata'	Hornbeam, Pyramidal European	183	217	0	188	224	0	198	235	0	208	246	0	214	254	0
Carpinus caroliniana	Hornbeam, American	183	217	250	188	224	258	198	235	270	208	246	284	214	254	292
Carya ovata	Hickory, Shagbark	230	0	0	237	0	0	249	0	0	261	0	0	269	0	0
Celtis occidentalis	Hackberry, Common	182	230	250	187	237	258	197	249	270	207	261	284	213	269	292
Cercis canadensis	Eastern Redbud	206	249	298	213	257	307	223	270	322	234	283	338	241	292	348
Cladrastis kentukea	Yellowwood, American	192	225	265	198	232	273	208	243	287	218	256	301	225	263	310
Cornus mas 'Golden Glory'	Dogwood, Golden Glory Cornelian Cherry	170	0	0	176	0	0	184	0	0	194	0	0	199	0	0
Crataegus crusgalli var. inermis	Hawthorn, Thornless Cockspur	175	0	0	180	0	0	189	0	0	199	0	0	204	0	0
Crataegus viridis 'Winter King'	Hawthorn, Winter King	175	213	0	180	219	0	189	230	0	199	242	0	204	249	0
Fagus sylvatica 'Roseomarginata'	Beech Tricolor European	244	0	0	251	0	0	264	0	0	277	0	0	285	0	0
Ginkgo biloba 'Autumn Gold'	Ginkgo, Autumn Gold Maidenhair Tree	298	340	0	307	350	0	322	368	0	338	386	0	348	398	0
Ginkgo biloba 'Golden Columnade'	Ginkgo, Golden Columnade	298	340	0	307	350	0	322	368	0	338	386	0	348	398	0
Ginkgo biloba 'Princeton Sentry'	Ginkgo, Princeton Sentry Maidenhair Tree	298	340	370	307	350	381	322	368	400	338	386	420	348	398	433
Ginkgo biloba 'The President'	Ginkgo, The President Maidenhair Tree	298	340	0	307	350	0	322	368	0	338	386	0	348	398	0
Gleditsia triacanthos inermis 'Draves'	Locust, Street Keeper	182	215	0	187	221	0	197	233	0	207	244	0	213	251	0
Gleditsia triacanthos inermis 'Impcole'	Locust, Imperial	182	215	255	187	221	263	197	233	276	207	244	290	213	251	298
Gleditsia triacanthos inermis 'Shademaster'	Locust, Shademaster	182	215	255	187	221	263	197	233	276	207	244	290	213	251	298
Gleditsia triacanthos var. inermis 'Skycole'	Locust, Skyline	182	215	255	187	221	263	197	233	276	207	244	290	213	251	298
Gymnocladus dioica	Kentucky Coffee Tree	197	261	0	203	269	0	213	282	0	224	297	0	231	305	0
Gymnocladus dioica 'Espresso'	Kentucky Coffee Tree Espresso	197	261	0	203	269	0	213	282	0	224	296	0	231	305	0
Liriodendron tulipifera 'JFS-Oz'	Tulip Tree, Emerald City	197	261	0	203	269	0	213	282	0	224	296	0	231	305	0
Liriodendron tulipifera	Tulip Tree	197	261	0	203	269	0	213	282	0	224	296	0	230	305	0
Maclura pomifera 'White Shield'	Osage Orange, White Shield	192	200	0	198	206	0	208	216	0	218	227	0	225	234	0

CONSORTIUM PRICING

BOTANICAL NAME	COMMON NAME	Fall 2024/Sp 2025			Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028			Fall 2028/Spring 2029		
		2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
Malus 'JFS-KWS'	Crab, Royal Raindrops	148	181	254	155	190	266	163	200	280	171	210	294	176	216	302
Malus 'Prairiefire'	Crab, Prairiefire	148	181	0	155	190	0	163	200	0	171	210	0	177	216	0
Malus 'Purple Prince'	Crab, Purple Prince	148	181	0	155	190	0	163	200	0	171	210	0	177	216	0
Malus 'Spring Snow'	Crab, Spring Snow	148	181	0	155	190	0	163	200	0	171	210	0	177	216	0
Nyssa sylvatica	Black Tupelo	249	304	0	257	313	0	270	328	0	283	345	0	292	355	0
Ostrya virginiana	Hophornbeam, American or Ironwood	175	204	0	180	210	0	189	221	0	199	232	0	205	239	0
Platanus x acerifolia 'Morton Circle'	London Plane Tree, Exclamation	185	249	0	191	257	0	201	270	0	211	283	0	217	292	0
Quercus alba	Oak, White	195	234	0	201	241	0	211	253	0	221	266	0	228	274	0
Quercus bicolor	Oak, Swamp White	195	234	255	201	241	263	211	253	276	221	266	290	228	274	298
Quercus coccinea	Oak, Scarlet	195	234	255	201	241	263	211	253	276	221	266	290	228	274	298
Quercus ellipsoidalis 'Norther Pin'	Oak, Northern Pin	195	234	255	201	241	263	211	253	276	221	266	290	228	274	298
Quercus imbricaria	Oak, Shingle	195	234	255	201	241	263	211	253	276	221	266	290	228	274	298
Quercus macrocarpa	Oak, Bur	195	234	255	201	241	263	211	253	276	221	266	290	228	274	298
Quercus muehlenbergii	Oak, Chinkapin	195	234	255	201	241	263	211	253	276	221	266	290	228	274	298
Quercus robur	Oak, Heritage	195	234	255	201	241	263	211	253	276	221	266	290	228	274	298
Quercus robur 'Long'	Oak, Regal Prince English	195	234	255	201	241	263	211	253	276	221	266	290	228	274	298
Quercus rubra	Oak, Northern Red	195	234	255	201	241	263	211	253	276	221	266	290	228	274	298
Syringa pekinensis 'Morton'	Lilac, China Snow Peking	183	0	0	188	0	0	198	0	0	208	0	0	214	0	0
Syringa pekinensis 'Zhang Zhiming'	Lilac, Beijing Gold	183	0	0	188	0	0	198	0	0	208	0	0	214	0	0
Syringa reticulata 'Ivory Silk'	Lilac, Ivory Silk Japanese Tree	183	234	0	188	241	0	198	253	0	208	266	0	214	274	0
Tilia americana 'Redmond'	Linden, Redmond American	187	217	233	193	224	240	202	235	252	212	246	265	219	254	273
Tilia americana 'MckSentry'	Linden, American Sentry	187	217	233	193	224	240	202	235	252	212	246	265	219	254	273
Tilia cordata 'Greenspire'	Linden, Greenspire	187	217	233	193	224	240	202	235	252	212	246	265	219	254	273
Tilia tomentosa 'Sterling'	Linden, Sterling Silver	187	217	0	193	224	0	202	235	0	212	246	0	219	254	0
Ulmus 'Morton Glossy'	Elm, Triumph	162	192	250	167	198	258	175	208	270	184	218	284	189	225	292
Ulmus 'Morton'	Elm, Accolade	162	192	250	167	198	258	175	208	270	184	218	284	189	225	292
Ulmus americana 'Princeton'	Elm, Princeton	162	192	250	167	198	258	175	208	270	184	218	284	189	225	292
Ulmus carpinifolia 'New Horizon'	Elm, New Horizon Smoothleaf	162	192	250	167	198	258	175	208	270	184	218	284	189	225	292
Ulmus parvifolia 'Frontier'	Elm Frontier	162	192	0	167	198	0	175	208	0	184	218	0	189	225	0

**Semi delivery charge
\$150.00 per hour**

Customer is responsible to have unloading crew and equipment on site

HINSDALE NURSERIES 5 YEAR PRICING FALL 28/SPRING 29			Fall24/Spring25				Fall25/Spring26				Fall26/Spring27				Fall27/Spring28				Fall28/Spring29			
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Slate Street Miyabe Maple	Acer miyabei 'Morton'	Spring/Fall	238	276	321	372	240	279	321	372	240	279	321	372	252	293	337	391	252	293	337	391
Green Column Black Maple	Acer nigrum 'Green Column'	Spring/Fall	256	294	342	383	258	297	342	383	258	297	342	383	271	312	359	402	271	312	359	402
Columnar Norway Maple	Acer platanoides 'Columnare'	Spring/Fall	214	238	288	319	216	245	310	335	222	252	319	345	233	265	335	362	238	270	340	370
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	222	247	296	329																
Emerald Lustre Norway Maple	Acer platanoides Emerald Lustre®	Spring/Fall	214	238	288	319	216	245	310	335	222	252	319	345	233	265	335	362	238	270	340	370
Armstrong Gold Maple	Acer rubrum 'Armstrong Gold'	Spring	228	252	301	336	230	265	316	339	237	273	316	359								
Red Sunset Red Maple	Acer rubrum Red Sunset™	Spring	228	252	301	335	228	252	301	335	228	252	301	335								
Redpoint Red Maple	Acer rubrum 'Redpoint'™	Spring	243	266	313	353	243	269	322	353	243	269	322	353	255	282	338	371	255	282	338	371
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring	228	252	301	335	228	252	301	335	228	252	301	335	239	265	316	352	244	269	306	340
Crimson Sunset Maple	Acer truncatum 'Crimson Sunset'	Spring/Fall	238	276	324	372	240	279	324	372	247	287	334	383	259	301	351	402	259	301	351	402
Autumn Fest Sugar Maple	Acer saccharum 'Autumn Fest'	Spring/Fall	233	253	306	333																
Crescendo Sugar Maple	Acer saccharum 'Crescendo'	Spring/Fall	233	253	306	333	233	261	315	343	240	269	324	353	252	282	340	371	252	287	345	380
Fall Fiesta Sugar Maple	Acer saccharum 'Bailsta'	Spring/Fall					233	261			240	269	324		252	282	340	371	252	287	345	380
Autumn Blaze Freeman Maple	Acer x freemanii 'Autumn Blaze'	Spring/Fall	229	253	303	332	229	253	303	332	235	261	312	342	235	261	312	342	240	267	319	350
Armstrong Freeman maple	Acer x freemanii 'Armstrong'	Spring/Fall	229	253	303	332	229	253	303	332	237	273	316	359	249	287	332	377	249	287	332	377
Marmo Freeman maple	Acer x freemanii 'Marmo'™	Spring/Fall	229	253	303	332	229	253	303	332	235	261	312	342	235	261	312	342	240	267	319	350
Matador Freeman Maple	Acer x freemanii 'Bailston'	Spring/Fall	229	253	303	332	229	253	303	332	235	261	312	342	235	261	312	342				
Autumn Splendor Horsechestnut	Aesculus x arnoldiana 'Autumn Splendor'	Spring	256	294	342	382	259	297	342	382	259	297	342	382	272	312	359	401	272	312	359	401
Fort McNair® Horsechestnut	Aesculus x arnoldiana 'Fort McNair'	Spring	256	294	342	382	259	297	342	382	259	297	342	382	272	312	359	401	272	312	359	401
Early Glow Ohio Buckeye	Aesculus glabra 'J.N. Select'	Spring									259	297	342		272	312	359	401	272	312	359	401
Lustre® Allegheny Serviceberry	Amelanchier laevis 'Rogers'	Spring/Fall	218	249	294		229	261	309		236	269	309		260	296	340		260	296	340	
Autumn Brilliance Apple Serviceberry	Amelanchier X grand. 'Autumn Brilliance'	Spring/Fall	218	249	294		229	261	309		236	269	309		260	296	340		260	296	340	
River Birch	Betula nigra	Late Spring	202	235	275	322	204	237	278	325	204	237	278	325	214	249	292	341	220	256	301	335
Whitespire Birch	Betula populifolia 'Whitespire'	Late Spring	202	235	275	322	204	237	278	325	204	237	278	325	214	249	292	341	220	256	301	335
American Hornbeam	Carpinus caroliniana	Late Spring	225	263	299	351	227	266	302	355	227	266	302	355	238	279	317	373	243	279	323	373
Native Flame American Hornbeam	Carpinus caroliniana 'JFS-KW6'	Late Spring	230	268	304	356	232	271	307	360	232	271	307	360	244	285	322	378	248	285	328	378
Northern Catalpa	Catalpa speciosa	Spring/Fall	219	235	266	313	221	237	269	316	221	237	269	316	232	249	282	332	239	256	291	332
Heartland Catalpa	Catalpa speciosa 'Hiawatha 2'	Spring/Fall	229	245	276	323	231	247	279	326	231	247	279	326	243	259	293	342	249	266	301	342
Common Hackberry	Celtis occidentalis	Spring/Fall	230	248	308	335	232	267	315	360	239	275	324	371	245	282	332	380	245	282	332	380
Chicagoland Hackberry	Celtis occidentalis 'Chicagoland'	Spring/Fall	240	259	318	345	242	277	325	370												
American Redbud	Cercis canadensis	Spring	249	272	306		251	275	309		259	283	318		272	297	334		272	297	334	
Golden Glory Dogwood	Cornus mas 'Golden Glory'	Spring/Fall	226	259	298		228	262	301		235	270	310		247	284	326		247	284	326	
Turkish Filbert	Corylus columa	Spring/Fall	248	280	324		250	283	327		250	283	327		263	297	343		263	297	343	
Thornless Cocksbur Hawthorn	Crataegus crusgalli 'inermis'	Spring/Fall	206	250	300		206	250	300		206	250	300		216	263	315		216	263	315	
Winter King Green Hawthorn	Crataegus viridis 'Winter King'	Spring/Fall	206	250	300		206	250	300		206	250	300		216	263	315		216	263	315	
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall	293	353	434		296	357	434		296	357	434		303	366	445		308	366	435	
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring/Fall	293	353	434																	
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'®	Spring/Fall	293	353	434		296	357	434		296	357	434		303	366	445		308	366	435	
Skyline Honeylocust	Gleditsia triacanthos 'Skyline'®	Spring/Fall	221	244	273	328	223	246	298	342	230	253	307	352	242	266	322	370	242	271	328	370
Kentucky Coffee Tree	Gymnocladus dioica	Spring/Fall	238	256	284	351	240	259	287	355	240	259	287	355	246	265	294	364	246	265	294	364

HINSDALE NURSERIES 5 YEAR PRICING FALL 28/SPRING 29			Fall24/Spring25				Fall25/Spring26				Fall26/Spring27				Fall27/Spring28				Fall28/Spring29			
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso'	Spring/Fall	248	266	294	361	250	269	297	365	250	269	297	365	256	276	304	374	256	276	304	374
Tuliptree	Liriodendron tulipifera	Spring	255	281	305	342	258	284	308	345	258	293	317	355	264	300	325	364	264	300	330	364
Emerald City Tuliptree	Liriodendron tulipifera 'Emerald City'	Spring	265	291	315	352	268	294	318	355	268	303	327	365	275	311	335	374	275	311	340	374
Worplesdon Sweetgum	Liquidambar styraciflua 'Worplesdon'	Spring	268	314	344		270	317	347		278	327	354		278	327	354		278	327	354	
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring	210	230	263	302	214	235	268	308	220	242	276	301	231	254	290	316	243	267	305	332
Adams Crab	Malus 'Adams'	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Donald Wyman Crab	Malus 'Donald Wyman'	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Gladiator Crab	Malus 'Gladiator'	Spring/Fall					198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Louisa Crab	Malus 'Louisa'	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Prairiefire Crab	Malus 'Prairiefire'	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Purple Prince Crab	Malus 'Purple Prince'	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Red Jewel Crab	Malus 'Red Jewel'	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Royal Raindrops Crab	Malus 'Royal Rain Drops'	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Starlite Crab	Malus 'Starlite'	Spring/Fall					198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Spring Snow Crab	Malus 'Spring Snow'	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Sugar Tyme Crab	Malus 'Sugar Tyme'	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Zumi Crab	Malus X zumi var. Calocarpa	Spring/Fall	180	196	221	244	198	216	243	268	204	222	250	276	214	233	263	290	218	238	268	296
Dawn Redwood	Metasequoia glyptostroboides	Spring					221	249	284	315	228	256	293	324	239	269	308	340	239	269	308	340
Majestic Black Tupelo	Nyssa sylvatica 'Majestic'	Spring					291	329			299	339			306	347	399		306	347	399	
Ironwood (Hophornbeam)	Ostrya virginiana	Spring	261	278	326		244	278	326		244	278	326		250	285	334		250	285	334	
Autumn Treasure Hophornbeam	Ostrya virginiana 'JFS-KW5'	Spring	266	283	331		249	283	331		249	283	331		255	290	339		255	290	339	
Eye Stopper Corktree	Phellodendron amurense 'Longnecker'	Spring/Fall	226	248	285	306	233	255	294	315	240	263	303	324	246	270	311	332	246	270	311	332
Quaking Aspen	Populus tremuloides	Spring	197	228	262	295	201	232	267	301	207	239	275	310	217	251	289	326	217	251	289	326
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	221	267	300	358	223	269	302	360	223	269	302	360	234	282	317	378	234	282	317	378
Chastity Pear	Pyrus calleryana 'Chastity'	Spring					216	255	289	343	216	255	289	343	227	268	303	360	227	268	303	360
Swamp White Oak	Quercus bicolor	Late Spring	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
American Dream Swamp White C	Quercus bicolor 'JFS-KW12'	Late Spring	257	274	320		252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Northern Pin Oak	Quercus ellipsoidalis	Late Spring					252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Shingle Oak	Quercus imbricaria	Late Spring	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Bur Oak	Quercus macrocarpa	Late Spring	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Urban Pinnacle Bur Oak	Quercus macrocarpa 'JFS-KW3'	Late Spring	257	274	320		252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Chinkapin Oak	Quercus muehlenbergii	Late Spring	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Chestnut Oak	Quercus prinus	Late Spring					252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Red Oak	Quercus rubra	Late Spring	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Regal Prince Oak	Quercus robur 'Long'	Late Spring	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Heritage Oak	Quercus x macdaniellii 'Clemons'	Late Spring	257	274	320	376	252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400
Northern Black Oak	Quercus velutina	Late Spring	257	274	320		252	279	325	381	252	279	325	381	265	293	341	400	265	293	341	400

HINSDALE NURSERIES 5 YEAR PRICING FALL 28/SPRING 29			Fall24/Spring25				Fall25/Spring26				Fall26/Spring27				Fall27/Spring28				Fall28/Spring29			
COMMON NAME	SCIENTIFIC/ CULTIVARS	PLANTING SEASON	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"	2"	2.5"	3"	3.5"
Niobe Weeping Willow	Salix alba 'Tristis'	Late Spring	187	197	240	276	189	199	245	281	189	199	245	281	198	209	257	295	198	209	257	295
China Snow Peking Lilac	Syringa pekinensis 'Morton'	Spring/Fall	210	243	299	338	220	255	314	355	226	262	314	355	237	275	330	373	242	281	330	373
Beijing Gold Peking Lilac	Syringa pekinensis 'Zhang Zhiming'	Spring/Fall	220	253	309	348	230	265	324	365	236	272	324	365	248	286	340	383	252	291	340	383
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	237	270	310	352	244	278	319	363	244	278	319	363	256	292	335	381	261	298	342	289
Baldcypress	Taxodium distichum	Late Spring	218	240	259	291	222	245	272	320	222	245	272	320	233	257	286	336	238	262	292	343
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Late Spring	228	250	269	301	232	255	282	330	232	255	282	330	244	268	296	347	247	272	303	355
American Sentry™ Linden	Tilia Americana 'MckSentry'	Spring/Fall	227	244	274	325	232	256	301	341	236	269	310	351	242	276	318	360	242	276	318	360
Redmond American Linden	Tilia americana 'Redmond'	Spring/Fall	218	231	260	305	222	243	286	336	228	255	295	346	234	261	302	355	234	261	302	355
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'®	Spring/Fall	218	231	260	305	222	243	286	336	228	255	295	346	234	261	302	355	234	261	302	355
Sterling Silver Linden	Tilia tomentosa 'Sterling'®	Spring/Fall	227	244	274	325	232	256	301	341	236	269	310	351	242	276	318	360	242	276	318	360
Accolade Elm™	Ulmus 'Morton'	Spring/Fall	230	254	287	334	226	257	301	351	226	257	301	351	232	263	309	360	232	263	309	360
Triumph Elm™	Ulmus 'Morton Glossy'	Spring/Fall	230	254	287	334	226	257	301	351	226	257	301	351	232	263	309	360	232	263	309	360
New Horizon Elm	Ulmus 'New Horizon'	Spring/Fall	230	254	287	334	226	257	301	351	226	257	301	351	232	263	309	360	232	263	309	360
Jefferson Elm	Ulmus americana 'Jefferson'	Spring/Fall					226	257	301	351	226	257	301	351	232	263	309	360	232	263	309	360
New Harmony Elm	Ulmus american 'New Harmony'	Spring/Fall					226	257	301	351	226	257	301	351	232	263	309	360	232	263	309	360

8-Mar-24

McHenry County Nursery (815) 943-8733. Contact Joe or Mary with questions

COMMON NAME	SCIENTIFIC NAME	Digging Season	Fall2024/ Spring 2025				Fall2025/ Spring 2026				Fall2026/ Spring 2027			
			1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"
Freeman Maple	Acer freemani	Spring, Fall		\$ 156	\$ 198	\$ 248		\$ 156	\$ 198	\$ 248		\$ 156	\$ 198	\$ 248
Sugar Maple	Acer sacharum	Spring, Fall	\$ 167	\$ 205			\$ 167	\$ 205			\$ 167	\$ 205		
Ohio buckeye	Aesculus glabra	Spring, Fall		\$ 193	\$ 205			\$ 193	\$ 205			\$ 193	\$ 205	
River Birch	Betula nigra	Spring		\$ 138	\$ 174			\$ 138	\$ 174			\$ 138	\$ 174	
Pecan	Carya illinoensis	Spring	\$ 205	\$ 273			\$ 205	\$ 273			\$ 205	\$ 273		
Northern catalpa	Catalpa speciosa	Spring, Fall	\$ 198	\$ 219			\$ 198	\$ 219			\$ 198	\$ 219		
Common hackberry	Celtis occidentalis	Spring, Fall	\$ 198	\$ 219	\$ 228	\$ 273	\$ 198	\$ 219	\$ 228	\$ 273	\$ 198	\$ 219	\$ 228	\$ 273
the Buzz Kentucky Coffee Tree	Gymnocladus dioicus	Spring, Fall		\$ 228	\$ 287	\$ 365		\$ 228	\$ 287	\$ 365		\$ 228	\$ 287	\$ 365
Swamp white oak	Quercus bicolor	Spring, Fall	\$ 203	\$ 218	\$ 269	\$ 344	\$ 203	\$ 218	\$ 269	\$ 344	\$ 203	\$ 218	\$ 269	\$ 344
Shingle Oak	Quercus imbricaria	Spring	\$ 205	\$ 272			\$ 205	\$ 272			\$ 205	\$ 272		
Bur oak	Quercus macrocarpa	Spring	\$ 187	\$ 209	\$ 239	\$ 254	\$ 187	\$ 209	\$ 239	\$ 254	\$ 187	\$ 209	\$ 239	\$ 254
Black Oak	Quercus velutina	Spring	\$ 205	\$ 272			\$ 205	\$ 272			\$ 205	\$ 272		

8-Mar-24

McHenry County Nursery (815) 943-8733. Contact Joe or Mary with questions

COMMON NAME	SCIENTIFIC NAME	Digging Season	Fall2027/ Spring 2028				Fall2028/ Spring 2029			
			1.5"	2"	2.5"	3"	1.5"	2"	2.5"	3"
Freeman Maple	Acer freemani	Spring, Fall		\$ 156	\$ 198	\$ 248		\$ 156	\$ 198	\$ 248
Sugar Maple	Acer sacharum	Spring, Fall	\$ 167	\$ 205			\$ 167	\$ 205		
Ohio buckeye	Aesculus glabra	Spring, Fall		\$ 193	\$ 205			\$ 193	\$ 205	
River Birch	Betula nigra	Spring		\$ 138	\$ 174			\$ 138	\$ 174	
Pecan	Carya illinoensis	Spring	\$ 205	\$ 273			\$ 205	\$ 273		
Northern catalpa	Catalpa speciosa	Spring, Fall	\$ 198	\$ 219			\$ 198	\$ 219		
Common hackberry	Celtis occidentalis	Spring, Fall	\$ 198	\$ 219	\$ 228	\$ 273	\$ 198	\$ 219	\$ 228	\$ 273
the Buzz Kentucky Coffee Tree	Gymnocladus dioicus	Spring, Fall		\$ 228	\$ 287	\$ 365		\$ 228	\$ 287	\$ 365
Swamp white oak	Quercus bicolor	Spring, Fall	\$ 203	\$ 218	\$ 269	\$ 344	\$ 203	\$ 218	\$ 269	\$ 344
Shingle Oak	Quercus imbricaria	Spring	\$ 205	\$ 272			\$ 205	\$ 272		
Bur oak	Quercus macrocarpa	Spring	\$ 187	\$ 209	\$ 239	\$ 254	\$ 187	\$ 209	\$ 239	\$ 254
Black Oak	Quercus velutina	Spring	\$ 205	\$ 272			\$ 205	\$ 272		

Spring Grove Nursery Availability for Suburban Tree Consortium - Exhibit B
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Common Name	Scientific Name	Planting Season	Fall 2024/Spring 2025			Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028			Fall 2028/Spring 2029		
			2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"
Ruby Slippers Amur Maple	Acer ginnala 'Ruby Slippers'	Spring/Fall	228	263	298	240	275	308	264	303	339	269	309	346	282	324	363
State Street Maple	Acer miyabei 'Morton'	Spring/Fall	240	275	310	252	296	352	277	326	387	283	332	395	297	349	415
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	217	263	298	225	274	310	248	301	341	252	307	348	265	322	365
Emerald Lustre Norway Maple	Acer platanoides 'Pond'	Spring/Fall	217	263	298	225	274	310	248	301	341	252	307	348	265	322	365
Armstrong Gold Red Maple	Acer rubrum 'Armstrong Gold'	Spring/Fall Caution	240	275	310	252	296	352	277	326	387	283	332	395	297	349	415
Redpointe Red Maple	Acer rubrum 'Redpointe'	Spring/Fall Caution	240	275	310	240	275	330	264	303	363	269	309	370	282	324	389
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring/Fall Caution	240	275	310	240	275	330	264	303	363	269	309	370	282	324	389
Fall Fiesta Sugar Maple	Acer saccharum 'Bailsta'	Spring/Fall	240	275	310	252	296	352	277	326	387	283	332	395	297	349	415
Green Mountain Sugar Maple	Acer saccharum 'Green Mountain'	Spring/Fall	240	275	310	252	296	352	277	326	387	283	332	395	297	349	415
Crescendo Sugar Maple	Acer saccharum 'Morton'	Spring/Fall	240	275	310	252	296	352	277	326	387	283	332	395	297	349	415
Hot Wings Maple	Acer tataricum 'GarAnn'	Spring/Fall	240	275	342	252	296	352	277	326	387	283	332	395	297	349	415
Crimson Sunset Maple	Acer truncatum x A. platanoides 'JFS-KW202'	Spring/Fall	240	275	342	252	296	352	277	326	387	283	332	395	297	349	415
Pacific Sunset Maple	Acer truncatum x A. platanoides 'Warrenred'	Spring/Fall	240	275	310	252	296	352	277	326	387	283	332	395	297	349	415
Autumn Fantasy Maple	Acer x freemani 'Autumn Fantasy'	Spring/Fall	228	263	298	237	274	320	261	301	352	266	307	359	279	322	377
Matador Maple	Acer x freemani 'Baliston'	Spring/Fall	228	263	298	237	274	320	261	301	352	266	307	359	279	322	377
Celebration Maple	Acer x freemani 'Celzam'	Spring/Fall	228	263	298	237	274	320	261	301	352	266	307	359	279	322	377
Autumn Blaze Maple	Acer x freemani 'Jeffersred'	Spring/Fall	228	263	298	237	274	320	261	301	352	266	307	359	279	322	377
Autumn Splendor Horsechestnut	Aesculus arnoldiana 'Autumn Splendor'	Spring	252	287	322	263	308	342	289	339	376	296	346	384	311	363	403
Early Glow Buckeye	Aesculus glabra 'JN Select'	Spring	252	287	322	263	308	342	289	339	376	296	346	384	311	363	403
Yellow Buckeye	Aesculus octandra	Spring	252	287	322	263	308	342	289	339	376	296	346	384	311	363	403
Spaeth's Alder	Alnus x spaethii	Spring	240	275	310	240	286	330	264	315	363	269	321	370	282	337	389
Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	Spring/Fall	240	275	310	241	275	320	265	303	352	270	309	359	284	324	377
Lustre Allegheny Serviceberry	Amelanchier laevis 'Lustre'	Spring/Fall	240	275	310	241	275	320	265	303	352	270	309	359	284	324	377
River Birch	Betula nigra	Spring	205	228	252	205	241	275	226	265	303	230	270	309	242	284	324
Heritage River Birch	Betula nigra 'Cully'	Spring	205	228	252	205	241	275	226	265	303	230	270	309	242	284	324
Dakota Pinnacle Birch	Betula platyphylla 'Fargo'	Spring	205	228	252	205	241	275	226	265	303	230	270	309	242	284	324
Pyramidal European Hornbeam	Carpinus betulus 'Fastigiata'	Spring	240	275	310	252	296	342	277	326	376	283	332	384	297	349	403
Emerald Avenue Hornbeam	Carpinus betulus 'JFS-KW1CB'	Spring	240	275	329	252	296	342	277	326	376	283	332	384	297	349	403
Rockhampton Red European Hornbeam	Carpinus betulus 'Rockhampton Red'	Spring				252	296	342	277	326	376	283	332	384	297	349	403
Lucas European Hornbeam	Carpinus betulus 'Lucas'	Spring				252	296	342	277	326	376	283	332	384	297	349	403
American Hornbeam	Carpinus caroliniana	Spring	240	275	310	252	296	342	277	326	376	283	332	384	297	349	403
Firespire American Hornbeam	Carpinus caroliniana 'JN Upright'	Spring	240	275		252	296		277	326		283	332	297	349	403	
JN Strain American Hornbeam	Carpinus caroliniana 'JN Strain'	Spring	240	275		252	296		277	326		283	332	297	349	403	
Northern Catalpa	Catalpa speciosa	Spring/Fall	217	252	287	225	262	298	248	288	328	252	294	334	265	309	351
Heartland Catalpa	Catalpa speciosa 'Hiawatha'	Spring/Fall	217	252	287	225	262	298	248	288	328	252	294	334	265	309	351
Purple Catalpa	Catalpa x erubescens 'Purpurea'	Spring/Fall	217	252	287	225	262	298	248	288	328	252	294	334	265	309	351
Hackberry	Celtis occidentalis	Spring/Fall	228	257	298	240	286	330	264	315	363	269	321	370	282	337	389
Eastern Redbud	Cercis canadensis	Spring	240	275	310	252	296	342	277	326	376	283	332	384	297	349	403
Yellowwood	Cladrastis kentukea	Spring	240	275	310	263	308	342	289	339	376	295	346	384	310	363	403
Pagoda Dogwood	Cornus alternifolia	Spring/Fall	240	275		240	286		264	315		269	321		282	337	

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Common Name	Scientific Name	Planting Season	Fall 2024/Spring 2025			Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028			Fall 2028/Spring 2029		
			2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"
Golden Glory Corneliancherry Dogwood	Cornus mas 'Golden Glory'	Spring/Fall	240	275		240	286		264	315		269	321		282	337	
Turkish Filbert	Corylus corlurna	Spring	240	275		252	286		277	315		283	321		297	337	
Thornless Cocksaur Hawthorn	Crataegus crusgalli v. inermis	Spring	193	228	263	207	241	275	228	265	303	232	270	309	244	284	324
Thornless Cocksaur Hawthorn	Crataegus virdis 'Winter King'	Spring	193	228	263	207	241	275	228	265	303	232	270	309	244	284	324
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring/Fall	298	334		320	364		352	400		359	408		377	428	
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall	298	334		320	364		352	400		359	408		377	428	
Skyline Honeylocust	Gleditsia triacanthos 'Skycole'	Spring/Fall	228	263	298	240	286	330	264	315	363	269	321	370	282	337	389
Streetkeeper Honeylocust	Gleditsia triacanthos 'Street Keeper'	Spring/Fall	228	263	298	240	286	330	264	315	363	269	321	370	282	337	389
Northern Sentinel Honeylocust	Gleditsia triacanthos 'JFS GMorgenson1'	Spring/Fall	228	263	298	240	286	330	264	315	363	269	321	370	282	337	389
Kentucky Coffee Tree	Gymnocladus dioicus	Spring/Fall	240	275	310	242	286	330	266	315	363	272	321	370	286	337	389
Espresso Kentucky Coffee Tree	Gymnocladus dioicus 'Espresso-JFS'	Spring/Fall	240	275	310	242	286	330	266	315	363	272	321	370	286	337	389
Skinny Latte Kentucky Coffee Tree	Gymnocladus dioicus 'Morton'	Spring/Fall	240	275	310	242	286	330	266	315	363	272	321	370	286	337	389
True North Kentucky Coffee Tree	Gymnocladus dioicus 'UMN Synergy'	Spring/Fall	240	275	310	242	286	330	266	315	363	272	321	370	286	337	389
Moraine Sweetgum	Liquidambar styraciflua 'Moraine'	Spring	263	298	334	263	305	351	289	336	386	295	342	394	310	359	414
Worpelsdon Sweetgum	Liquidambar styraciflua 'Worpelsdon'	Spring	263	298	334	263	305	351	289	336	386	295	342	394	310	359	414
Tulip Tree	Liriodendron tulipifera	Spring	263	298	334	263	305	351	289	336	386	295	342	394	310	359	414
Emerald City Tulip Tree	Liriodendron tulipifera 'JFS-Oz'	Spring	263	298	334	263	305	351	289	336	386	295	342	394	310	359	414
Amur Maackia	Maackia amurensis	Spring/Fall	228	263		241	274		265	301		270	307		284	322	
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring/Fall	228	263	298	241	274	320	265	301	352	270	307	359	284	322	377
Butterflies Magnolia	Magnolia acuminata 'Butterflies'	Spring	228	263		241	274		265	301		270	307		284	322	
Firebird Crabapple	Malus sargentii 'Select A'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Golden Raindrops Crabapple	Malus 'Schmidcutleaf'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Profusion Crabapple	Malus 'Profusion'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Red Jewel Crabapple	Malus 'Jewelcole'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Royal Raindrops Crabapple	Malus 'JFS-KW5'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Sargent Tina Crabapple	Malus sargentii 'Tina'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Show Time Crabapple	Malus 'Shotizam'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Spring Snow Crabapple	Malus 'Spring Snow'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Gladiator Crabapple	Malus x adstringens 'Durleo'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Ruby Dayze Crabapple	Malus 'JFS-KW139MX'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Raspberry Spear Crabapple	Malus 'JFS-KW213MX'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Starlite Crabapple	Malus x 'Jeflite'	Spring/Fall	205	240		213	247		234	272		239	277		251	291	
Dawn Redwood	Metasequoia glyptostroboides	Spring	228	263	298	236	270	316	260	297	348	265	303	355	278	318	373
American Hophornbeam	Ostrya virginiana	Spring	240	275	310	252	296	342	277	326	376	283	332	384	297	349	403
Autumn Treasure Hophornbeam	Ostrya virginiana 'JFS-KW5'	Spring	240	275	310	252	296	342	277	326	376	283	332	384	297	349	403
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	228	263	298	228	274	320	251	301	352	256	307	359	269	322	377
Monumental London Planetree	Platanus x acerifolia 'Morton Naper'	Spring							251	301	352	256	307	359	269	322	377
Quaking Aspen	Populus tremuloides	Spring	228	263	298	228	274	320	251	301	352	256	307	359	269	322	377
Swedish Colunar Aspen	Populus tremuloides 'Erecta'	Spring	228	263	298	228	274	320	251	301	352	256	307	359	269	322	377
Prairie Gold Aspen	Populus tremuloides 'NE-Arb'	Spring	228	263	298	228	274	320	251	301	352	256	307	359	269	322	377
Pink Flair Cherry	Prunus sargentii 'JFS-KW58'	Spring/Fall	205	240	275	213	247	282	234	272	310	239	277	316	251	291	332

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Common Name	Scientific Name	Planting Season	Fall 2024/Spring 2025			Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028			Fall 2028/Spring 2029		
			2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"	2"	2.5"	3.0"
Canada Red Chokecherry	Prunus virginiana 'Canada Red'	Spring/Fall	205	240	275	213	247	282	234	272	310	239	277	316	251	291	332
White Oak	Quercus alba	Spring	275	310	345	275	316	364	303	348	400	309	355	408	324	373	428
Swamp White Oak	Quercus bicolor	Spring	263	298	334	263	316	364	289	348	400	295	355	408	310	373	428
Beacon Oak	Quercus bicolor 'Bonnis and Mike'	Spring	275	310	345	275	316	364	303	348	400	309	355	408	324	373	428
American Dream Oak	Quercus bicolor 'JFS-KW12'	Spring	275	310	345	275	316	364	303	348	400	309	355	408	324	373	428
Shingle Oak	Quercus imbricaria	Spring	263	298	334	263	316	364	289	348	400	295	355	408	310	373	428
Bur Oak	Quercus macrocarpa	Spring	275	310	345	275	316	364	303	348	400	309	355	408	324	373	428
Cobblestone Oak	Quercus macrocarpa 'JFS-KW14'	Spring	275	310	345	275	316	364	303	348	400	309	355	408	324	373	428
Urban Pinnacle Oak	Quercus macrocarpa 'JFS-KW3'	Spring	275	310	345	275	316	364	303	348	400	309	355	408	324	373	428
Chinkapin Oak	Quercus muehlenbergii	Spring	275	310	345	275	316	364	303	348	400	309	355	408	324	373	428
Crimson Spire Oak	Quercus robur x Q. alba 'Crimschmidt'	Spring	263	298	334	263	316	364	289	348	400	295	355	408	310	373	428
Streetspire Oak	Quercus robur x Q. alba 'JFS-KW1QX'	Spring	263	298	334	263	316	364	289	348	400	295	355	408	310	373	428
Regal Prince Oak	Quercus robur x Q. bicolor 'Long'	Spring	263	298	334	263	316	364	289	348	400	295	355	408	310	373	428
Kindred Spirit Oak	Quercus robur x Q. bicolor 'Nadler'	Spring	263	298	334	263	316	364	289	348	400	295	355	408	310	373	428
Red Oak	Quercus rubra	Spring	263	298	334	263	316	364	289	348	400	295	355	408	310	373	428
Heritage Oak	Quercus x macdanielii 'Clemons'	Spring	263	298	334	263	316	364	289	348	400	295	355	408	310	373	428
Scarlett Letter Oak	Quercus x 'Scarlett Letter'	Spring	263	298	334	263	316	364	289	348	400	295	355	408	310	373	428
Purple Robe Black Locust	Robinia pseudoacacia 'Purple Robe'	Spring	211	252	287	212	258	293	233	284	322	238	289	329	250	303	345
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	240	275	310	252	296	342	277	326	376	283	332	384	297	349	403
Great Wall Japanese Tree Lilac	Syringa pekinensis 'WFH2'	Spring/Fall	240	275	310	252	296	342	277	326	376	283	332	384	297	349	403
Snowdance Lilac	Syringa reticulata 'Bailnce'	Spring/Fall	240	275	310	252	296	342	277	326	376	283	332	384	297	349	403
Dwarf Korean Lilac	Syringa meyeri 'Palibin'	Spring/Fall	240	275	310	252	296	342	277	326	376	283	332	384	297	349	403
Bald Cypress	Taxodium distichum	Spring	228	263	298	228	270	316	251	297	348	256	303	355	269	318	373
Green Whisper Bald Cypress	Taxodium distichum 'JFS-SGPN'	Spring	228	263	298	228	270	316	251	297	348	256	303	355	269	318	373
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Spring	228	263	298	228	270	316	251	297	348	256	303	355	269	318	373
American Sentry Linden	Tilia americana 'McKSentry'	Spring/Fall	228	260	298	241	286	330	265	315	363	270	321	370	284	337	389
Redmond American Linden	Tilia americana 'Redmond'	Spring/Fall	228	260	298	241	286	330	265	315	363	270	321	370	284	337	389
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring/Fall	228	260	298	241	286	330	265	315	363	270	321	370	284	337	389
Green Mountain Silver Linden	Tilia tomentosa 'Green Mountain'	Spring/Fall	228	260	298	241	286	330	265	315	363	270	321	370	284	337	389
Jefferson American Elm	Ulmus americana 'Jefferson'	Spring/Fall	228	263	298	241	286	330	265	315	363	270	321	370	284	337	389
Princeton American Elm	Ulmus americana 'Princeton'	Spring/Fall	228	263	298	241	286	330	265	315	363	270	321	370	284	337	389
New Horizon Elm	Ulmus japonica x pumila 'New Horizon'	Spring/Fall	228	263	298	241	286	330	265	315	363	270	321	370	284	337	389
Accolade Elm	Ulmus japonica x wilsoniana 'Morton'	Spring/Fall	228	263	298	241	286	330	265	315	363	270	321	370	284	337	389
Triumph Elm	Ulmus 'Morton Glossy'	Spring/Fall	228	263	298	241	286	330	265	315	363	270	321	370	284	337	389
Musashino Japanese Zelkova	Zelkova serrata 'Musashino'	Spring/Fall	228	263	298	236	270	316	260	297	348	265	303	355	278	318	373

Wilson Nurseries, Inc. Suburban Shade Tree Consortium Pricing



We're pleased to offer several new varieties along with the tried and true that you've come to rely on us for. If you don't see something that you'd like us to grow please contact us with the variety and size that you're looking for. Thank you for the opportunity to work with you!

Common Name	Latin Name	Planting Season	Fall 2024 Spring 2025			Fall 2025 Spring 2026			Fall 2026 Spring 2027			Fall 2027 Spring 2028			Fall 2028 Spring 2029				
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"		
Hedge Maple	Acer campestre	Spring & Fall		250	239		220	240	239		225	245		220	245		225	235	245
Autumn Blaze® Freemanii Maple	Acer x freemanii 'Jeffersred'	Spring & Fall	205	215	235	200	210	220	205	215	235	217	229	241	225	235	245		
Marmo Freemanii Maple	Acer x freemanii 'Marmo'	Spring & Fall										229	239	249	225	235	245		
Matador™ Freemanii Maple	Acer x freemanii 'Bailston'	Spring & Fall				205	215		205	215	235	217	229	241	225	235	245		
Sienna Glen® Freemanii Maple	Acer x freemanii 'Sienna Glen'	Spring & Fall										229	239	249	225	235	245		
State Street™ Maple	Acer miyabei 'Morton' State Street	Spring & Fall	235	240	245	235	240	255	205	215	235	217	229		225	235	245		
Crimson King Norway Maple	Acer Platanoides 'Crimson King'	Spring & Fall							230	235		239	249	259	239	249	259		
Redpointe® Maple	Acer rubrum 'Frank Jr' PP16769	Spring & Fall	245	255	270	245	265		205	215	235	227	234	251	235	245	255		
Crimson Sunset® Maple	Acer truncatum x Acer platanoides 'JFS-KW202' PP21838	Spring & Fall							215	225	245	239	249	259	239	249	259		
Fort McNair Red Horsechestnut	Aesculus x carnea 'Ft. McNair'	Spring only		270	290	260	270					245	270		239	249			
Autumn Brilliance Serviceberry	Amelanchier grandiflora 'Autumn Brilliance	Spring only							239	249		239	249		239	249			
Pyramidal European Hornbeam	Carpinus betulus 'Fastigiata'	Spring only				227	247		227	247		237	257		242	262			
Frans Fontaine Hornbeam	Carpinus betulus 'Frans Fontaine'	Spring only				227	247		227	247		237	257		242	262			
Blue Beech/American Hornbeam	Carpinus caroliniana	April-May only		249	259	250	260					245	265		239	259			
Wisconsin Red® Hornbeam *New*	Carpinus caroliniana 'Wisconsin Red'	April-May only		249	259							245	265		239	259			
Catalpa	Catalpa speciosa	Spring only										217	229		217	229			
Common Hackberry	Celtis occidentalis	Spring & Fall	215	225	239	220	230	239	215	225	245	227	239	241	225	235	245		
Prairie Sentinel® Hackberry *New*	Celtis 'JFS-KSU1'	Spring & Fall							215	225									
Eastern Redbud	Cercis canadensis #45 containers (no guarantee)	Spring	240	250		245	255		245	259		245	265		249	259			
Dawyck Purple Beech	Fagus sylvatica 'Dawyck Purple'	Late Spring only	305						275	295		287	310		275	304			
Red Obelisk European Beech	Fagus sylvatica 'Red Obelisk'	Late Spring only				305			275	295									
Rivers Purple Beech	Fagus sylvatica 'Riversii'	Late Spring only	305	315		305	325		275	295		287	310		275	304			
Roseomarginata European Beech	Fagus sylvatica 'Roseomarginata'	Late Spring only	305	325		305	325		315			325			305	325			
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring & Fall				335	350					267	299		272	304	359		
Magyar Ginkgo	Ginkgo biloba 'Magyar'	Spring & Fall	335	350	359	335	350	359	255	285	359	267	299	359	275	304	359		
Presidential Gold® Ginkgo *New*	Ginkgo biloba 'The President'	Spring & Fall													275	304	359		
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring & Fall	335	350		335	350		255	285		267	299		275	304	359		
Skyline® Honeylocust	Gleditsia triacanthos 'Skycote'	Spring & Fall	230	250	265	240	250	265	205	215	235	217	229	241	225	235	245		

Wilson Nurseries, Inc. Suburban Shade Tree Consortium Pricing

Common Name	Latin Name	Planting Season	Fall 2024			Fall 2025			Fall 2026			Fall 2027			Fall 2028		
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
Kentucky Coffeetree	Gymnocladus dioicus	Spring & Fall											227	249		232	255
Decaf™ Kentucky Coffeetree	Gymnocladus dioicus Decaf	Spring & Fall				235	250		215	245			227	259		232	255
Espresso™ Kentucky Coffeetree	Gymnocladus dioicus 'Espresso-JFS'	Spring & Fall	235	250		235	250	259	215	245			227	259		232	255
Skinny Latte Kentucky Coffeetree	Gymnocladus dioicus 'Morton'	Spring & Fall							225				249				
Coralburst® Crabapple (pink)	Malus 'Coralcole'	Spring & Fall	185	195		195	215		215	235			219	239		205	220
Firebird® Crabapple (white)	Malus sargentii 'Select A' Branched @ 42"	Spring & Fall											219				
Gladiator™ Crabapple (pink)	Malus x adstringens 'Durleo' PP20,167	Spring & Fall							215	235			219	239		205	220
Red Jewel Crabapple (white)	Malus 'Jewelcole'	Spring & Fall	185	195	180	195	215	225					219	239			
Ruby Tears™ Crabapple (white)	Malus 'Bailears' PP22,001 Weeping form	Spring & Fall	185	195	180												
Sargent Tina Crabapple (white)	Malus Sargent Tina Branched @ 42"	Spring & Fall	185	195	190	195	215	200	215	235			219	239		205	220
Show Time™ Crabapple (pink)	Malus 'Shotizam'	Spring & Fall	190	200	190	195	215	200	215	235			219	239		205	220
Spring Snow Crabapple (white)	Malus x 'Spring Snow'	Spring & Fall	185	195	190	195	215	200					219	239		205	220
Starlite® Crabapple (white)	Malus x 'Jeflite'	Spring & Fall	190	200	190	195	215	200	215	235			219	239		205	220
Black Tupelo	Nyssa sylvatica	Late spring only							255	270			266	279		251	265
Majestic Black Tupelo	Nyssa sylvatica 'MONN2'	Late spring only	255	270		255	270		255	270			266	279			
Exclamation!™ London Planetree	Platanus x acerifolia 'Morton Circle'	Spring only	195	205	230	200	220	230	210	230			222	244		225	235 245
Ironwood/American Hophornbeam	Ostrya virginiana	Spring only		245		255	270		235	255			247	269		239	249
Quaking Aspen	Populus tremuloides	Spring only							195	225			225	235		225	235
Summer Shimmer Aspen	Populus tremuloides 'Summer Shimmer'	Spring only							195	225			225	235		225	235
Swamp White Oak	Quercus bicolor - Swamp White	Late spring only	245	280	269	245	265		235	250			245	259		251	265
Scarlet Oak	Quercus coccinea -Scarlet	Late spring only		280	269	245	265						245	265		251	265
Bur Oak	Quercus macrocarpa - Bur	Late spring only	245	280	269	245	265		235	250			245	259		251	265
Chinkapin Oak	Quercus muehlenbergii	Late spring only				245	265										
Regal Prince® Oak	Quercus robur x bicolor 'Long'	Late spring only	245	280	269	245	265		245	260			245	259		251	265
Red Oak	Quercus rubra - Red	Late spring only	245	280	269	245	265		235	250			245	259		251	265
Shumard Oak	Quercus shumardii	Late spring only		280	269	245	265										
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring & Fall	260	270	265	245	265	275	235	250	275	245	259		239	249	
Snowdance™ Japanese Tree Lilac	Syringa reticulata 'Bailnee'	Spring & Fall	260	270		245	265	275	235	250	270	245	259		239	249	
Common Baldcypress	Taxodium disticum	Late spring only	230	240	250	230	240	235									
Shawnee Brave Bald Cypress	Taxodium disticum 'Mickelson'	Late spring only	230	240	250	230	240	235	215	230			245	259		225	235 245
American Sentry® Linden	Tilia americana 'McKSentry'	Spring & Fall	225	235	245				235	250			245	259		225	235 245
Redmond American Linden	Tilia americana 'Redmond'	Spring & Fall	245			245	255		235	250			245	259		225	235 245
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring & Fall	245	255	245	245	255	245	235	250			245	259		225	235 245
Princeton Elm	Ulmus americana 'Princeton'	Spring only	245	255		245	255		205	230			225	235		225	235 245
Frontier Elm	Ulmus 'Frontier'	Spring only	245	255		245	255		205	230			225	235		225	235 245
Accolade™ Elm	Ulmus 'Morton'	Spring only	245	255		245	255		205	230							
Triumph™ Elm	Ulmus 'Morton Glossy'	Spring only	245	255		245	255		205	230			225	235		225	235 245

Wilson Nurseries, Inc. Suburban Shade Tree Consortium Pricing

				Fall 2024 Spring 2025			Fall 2025 Spring 2026			Fall 2026 Spring 2027			Fall 2027 Spring 2028			Fall 2028 Spring 2029					
<u>Trees for under the wires</u>				#10 4' tall & branched at 3'																	
Limelight Hydrangea *New*	Hydrangea paniculata 'Limelight		Spring & Fall															170			
Little Lime® Hydrangea *New*	Hydrangea paniculata 'Little Lime'		Spring & Fall															170			
Quick Fire® Hydrangea *New*	Hydrangea paniculata 'SMHPLQF' USPP 25,136		Spring & Fall															170			
Vanilla Strawberry™ Hydrangea *New*	Hydrangea paniculata 'Vanilla Strawberry'		Spring & Fall															170			
Dwarf Korean Lilac *New*	Syringa meyeri 'Palibin'		Spring & Fall															180			
Flowerfesta® Pink Dwarf Lilac *New*	Syringa meyeri 'Anny200817'		Spring & Fall															180			
Flowerfesta® White Dwarf Lilac *New*	Syringa meyeri 'Anny200810'		Spring & Fall															180			
Miss Kim Dwarf Lilac *New*	Syringa patula 'Miss Kim'		Spring & Fall															180			
				2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"			
Coralburst® Crabapple (pink)	Malus 'Coralcote'		Spring & Fall	185	195		195	215		215	235		219	239		215	220				
Sargent Tina Crabapple (white)	Malus Sargent Tina	Branched @ 42"	Spring & Fall	185	195	190	195	215	200	215	235		219	239		215	220				

Apex (Pugsley & LaHaie) REGULAR CONTRACT Prices for the Suburban Tree Consortium

Revised 8/9/24

	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"	10' or 4"	12' or 4.5"
Ball Size Bid On Tree Installation	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"	42-47.5"	48-53.5"
2025	95.00	122.00	130.80	168.00	204.00	235.00	280.00
2026	103.00	132.00	141.00	182.00	220.00	255.00	295.00
2027	113.00	144.00	154.00	200.00	240.00	278.00	325.00
2028	118.00	151.00	161.00	210.00	252.00	292.00	340.00
2029	125.00	160.00	170.00	222.00	267.00	310.00	360.00
Delivery from Spring 2025 thru Fall 2025 from Wilson, Klehm & Fiore Nurseries:							
	21.00	23.00	26.00	34.00	39.00	61.00	72.00
Delivery for Spring 2025 thru Fall 2025 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	24.00	28.00	31.00	39.00	42.00	67.00	81.00
Delivery for Spring 2025 thru Fall 2025 from Possibility Place Nursery & Spring Grove Nursery:							
	33.00	37.00	40.00	46.00	51.00	72.00	90.00
Delivery from Spring 2026 thru Fall 2026 from Wilson, Klehm & Fiore Nurseries:							
	23.00	25.00	28.25	37.00	42.50	66.50	78.50
Delivery for Spring 2026 thru Fall 2026 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	26.00	30.50	33.75	42.50	45.75	73.00	88.25
Delivery for Spring 2026 thru Fall 2026 from Possibility Place Nursery & Spring Grove Nursery:							
	36.00	40.25	43.50	50.25	55.50	78.50	98.00
Delivery from Spring 2027 thru Fall 2027 from Wilson, Klehm & Fiore Nurseries:							
	25.07	27.25	30.79	40.33	46.33	72.49	85.57
Delivery for Spring 2027 thru Fall 2027 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	28.34	33.25	36.79	46.33	49.87	79.57	96.19
Delivery for Spring 2027 thru Fall 2027 from Possibility Place Nursery & Spring Grove Nursery:							
	39.24	43.87	47.42	54.77	60.50	85.57	106.82
Delivery from Spring 2028 thru Fall 2028 from Wilson, Klehm & Fiore Nurseries:							
	26.24	28.53	32.23	42.22	48.50	75.89	89.59
Delivery for Spring 2028 thru Fall 2028 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	29.67	34.81	38.51	48.51	52.21	83.30	100.42
Delivery for Spring 2028 thru Fall 2028 from Possibility Place Nursery & Spring Grove Nursery:							
	41.08	45.93	49.64	57.34	63.34	89.59	111.84
Delivery from Spring 2029 thru Fall 2029 from Wilson, Klehm & Fiore Nurseries:							
	30.00	32.00	36.10	47.30	54.40	85.00	101.00
Delivery for Spring 2029 thru Fall 2029 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	33.25	39.00	43.20	54.30	58.50	93.30	112.50
Delivery for Spring 2029 thru Fall 2029 from Possibility Place Nursery & Spring Grove Nursery:							
	46.00	51.50	55.60	64.25	71.00	100.40	125.25
Mulch Spring 2025 thru Fall 2025							
	16.00	17.00	18.00	19.00	20.00	21.00	22.00
Mulch Spring 2026 thru Fall 2026							
	18.00	18.50	19.75	20.75	21.75	23.00	24.00
Mulch Spring 2027 thru Fall 2027							
	19.26	19.80	21.13	22.20	23.27	24.61	25.68
Mulch Spring 2028 thru Fall 2028							
	20.15	20.75	22.15	23.25	24.35	25.75	26.88
Mulch Spring 2029 thru Fall 2029							
	21.60	22.20	23.70	24.90	26.05	27.60	28.80

Extra Services 2025 Season:

Gator Bag Brand Water Bags	39.00
Generic Water Bags	30.00
Tree Diaper	69.00

Price does not include pre-charging of the bag. Pre-charging requires a temporary water pool and space available to charge plus an additional \$7.00 handling fee.

Fold Cage (if not low profile), Cut Twine, Peel Back Burlap

	1.5"-3"	3.5"-4.5"
Per Tree Cost	5.75	8.00
Cut Basket/Remove (in addition to above cost)		
	1.5"-3"	3.5"-4.5"
Per Tree Cost	6.25	7.30

- * All sizes move/transplant nearby double planting cost or quote basis
- * Optional out of specification planting requests \$1.00 per inch/per tree cost

Delivery Fuel Surcharge

	Per Gallon \$4.00-\$5.00	Per Gallon \$5.01-\$6.00	Per Gallon \$6.01-\$7.00	Per Gallon \$7.01-\$8.00
Per Tree Cost	1.40	2.60	3.80	5.00

Apex (Pugsley & LaHaie.) Prevailing Wage Prices for the Suburban Tree Consortium

Revised 8-9-24

Ball Size Bid On Tree Installation	5' or 1.5"	6' or 2"	7' or 2.5"	8' or 3"	9' or 3.5"
	20 - 23.5"	24-27.5"	28-31.5"	32-37.5"	38-41.5"
2025	176.00	206.00	255.00	303.00	386.00
2026	192.00	225.00	278.00	330.00	420.00
2027	210.00	245.00	303.00	360.00	458.00
2028	233.00	271.00	336.00	399.00	508.00
2029	251.00	292.00	362.00	429.00	547.00
Delivery from Spring 2025 thru Fall 2025 from Wilson, Klehm & Fiore Nurseries:					
	27.00	33.00	36.00	42.00	53.00
Delivery from Spring 2025 thru Fall 2025 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:					
	32.00	36.00	43.00	50.00	61.00
Delivery from Spring 2025 thru Fall 2025 from Possibility Place Nursery & Spring Grove Nursery:					
	41.00	45.00	51.00	60.00	67.00
Delivery from Spring 2026 thru Fall 2026 from Wilson, Klehm & Fiore Nurseries:					
	29.50	36.00	39.25	45.75	57.75
Delivery from Spring 2026 thru Fall 2026 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:					
	35.00	39.24	47.00	54.50	66.50
Delivery from Spring 2026 thru Fall 2026 from Possibility Place Nursery & Spring Grove Nursery:					
	44.75	49.00	55.75	65.50	73.00
Delivery from Spring 2027 thru Fall 2027 from Wilson, Klehm & Fiore Nurseries:					
	32.16	39.24	42.78	49.87	62.95
Delivery from Spring 2027 thru Fall 2027 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:					
	38.15	39.24	51.23	59.41	72.49
Delivery from Spring 2027 thru Fall 2027 from Possibility Place Nursery & Spring Grove Nursery:					
	48.78	53.41	60.77	71.40	79.57
Delivery from Spring 2028 thru Fall 2028 from Wilson, Klehm & Fiore Nurseries:					
	35.70	43.55	47.48	55.35	69.88
Delivery from Spring 2028 thru Fall 2028 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:					
	42.35	43.55	56.87	65.95	80.46
Delivery from Spring 2028 thru Fall 2028 from Possibility Place Nursery & Spring Grove Nursery:					
	54.15	59.28	67.45	79.25	88.33
Delivery from Spring 2029 thru Fall 2029 from Wilson, Klehm & Fiore Nurseries:					
	41.10	50.10	54.60	63.65	80.36
Delivery from Spring 2029 thru Fall 2029 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:					
	48.70	53.40	65.40	75.90	92.60
Delivery from Spring 2029 thru Fall 2029 from Possibility Place Nursery & Spring Grove Nursery:					
	62.30	68.20	77.60	91.20	101.60
Mulch Spring 2025 thru Fall 2025					
	22.00	23.00	24.00	26.00	29.00
Mulch Spring 2026 thru Fall 2026					
	24.00	25.00	26.00	28.00	32.00
Mulch Spring 2027 thru Fall 2027					
	25.68	26.75	27.82	29.96	34.24
Mulch Spring 2028 thru Fall 2028					
	28.51	29.69	30.88	33.26	38.01
Mulch Spring 2029 thru Fall 2029					
	31.00	32.00	34.00	36.00	40.00

Fold Cage (if not low profile), Cut Twine, Peel Back Burlap

	1.5"-3"	3.5"-4.5"
Per Tree Cost	8.75	11.00
Cut Basket/Remove (in addition to above cost)		
	1.5"-3"	3.5"-4.5"
Per Tree Cost	9.25	10.30

* All sizes move/transplant nearby double planting cost or quote basis

* Optional out of specification planting requests \$2.00 per inch/per tree cost

Delivery Fuel Surcharge

	Per Gallon \$4.00-\$5.00	Per Gallon \$5.01-\$6.00	Per Gallon \$6.01-\$7.00	Per Gallon \$7.01-\$8.00
Per Tree Cost	1.40	2.60	3.80	5.00

ORDINANCE FOR MEMBERSHIP - EXHIBIT A
AN ORDINANCE AUTHORIZING PARTICIPATION IN THE
SUBURBAN TREE CONSORTIUM

WHEREAS, the City of Darien has pursued a vigorous tree replacement program and promoted the forestation of vacant parkways, recognizing the aesthetic and environmental importance of trees in the community; and

WHEREAS, Chapter 65 of ILCS 5/11-73.1-1 entitled "Municipal and Joint Municipal Tree Planting Programs", authorizes municipalities to jointly enter into long term contracts for the purchase and delivery of trees; and

WHEREAS, the City of Darien has a concern about the diminishing supply of adequate and varied tree stock available at reasonable prices in the Metropolitan Chicago area; and

WHEREAS, the Suburban Tree Consortium Agreement and the Suburban Tree Consortium Act is a long-term plan for the planting of trees on property located within the municipality.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Darien, Dupage County, Illinois as follows:

SECTION I: The Mayor and City Clerk are hereby authorized to accept on behalf of the municipality the contracts and bylaws of the Suburban Tree Consortium. A copy of the bylaws as currently amended are appended to and made part of this ordinance for membership as Exhibit A.

SECTION II: The participation of this governmental entity, as a member of the agency, shall commence on the date membership of this community is accepted by the Board of Directors of the Suburban Tree Consortium. The municipality shall appoint a representative to the STC Board.

SECTION III: This ordinance shall be in full force and effect from and after its passage and approval as by Statute in such case made and provided. This ordinance shall be published in pamphlet form as provided by law.

ADOPTED by the Mayor and City Council of the City of Darien, DuPage County, Illinois, this 6th day of April, 2026.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

BY-LAWS REVISED 03/10/16

ARTICLE I

PURPOSE

The Suburban Tree Consortium (hereafter called the STC) is an intergovernmental agreement voluntarily established by its members for the purpose of:

- Contracting and negotiating with tree nurseries to provide its members with a variety of quality trees at reasonable prices;
- Contracting and negotiating with tree planting services on behalf of its members;
- Providing a forum for mutual study, development and implementation of municipal tree growing, planting and maintenance programs for all its members;
- Providing arboricultural services to other member governmental units.

Any trees or services which may be acquired during the term of this agreement shall be paid for, owned, and be maintained on an individual basis by each municipality which desires to make any such acquisition. This individual ownership arrangement shall not, however, prevent STC from bargaining on behalf of any member(s) in an effort to reduce costs of any type.

ARTICLE II

POWERS

The powers of STC are as follows:

- To enter into contracts, for the performance of services directly related to this venture;
- To employ agents and consultants for the operation and maintenance of a system for the growing, planting, and care of trees;
- All powers necessary and incidental to carrying out the purposes set forth in Article I of this agreement.

ARTICLE III

PARTICIPATION

- A. Membership shall be limited to Chicago Metropolitan municipalities within a sixty (60) mile radius of the City of Chicago.
- B. To apply for membership a municipality shall submit to the STC:
 1. A certified copy of an ordinance passed by the municipality's governing board authorizing membership in the STC. This ordinance shall acknowledge the municipality's acceptance of all existing STC contracts; each municipality is responsible for its individual debts and liabilities incurred while a member of the STC; the remaining STC members shall not absorb another member's debts and liabilities by default; that the municipality's needs are compatible with the STC; and the appointing of a designated official and alternate to the STC Board. Such ordinance shall be substantially similar to the ordinance for membership attached as Exhibit A.
 2. Payment of membership fee of \$575.00 to the STC.
 3. Upon receipt of the ordinance for membership and fee, the STC Board of Directors shall motion the application at the Board's next regular meeting. New members shall be admitted by a majority vote of the Board of Directors.

- C. Provide a certified copy of the resolution of intent to the STC with the annual membership renewal and is attached as Exhibit B.
- D. Current member municipalities shall annually at the start of the new fiscal year (May 1) pay membership dues of \$575.00, or as amended.
- E. Only member municipalities who have paid all dues, fees and other charges may vote and participate in STC functions.

ARTICLE IV

BOARD OF DIRECTORS

- A. There is hereby established, for the STC, a Board of Directors which shall consist of one designated official, or alternate, of each member municipality.
- B. The Board of Directors shall determine general policy of the STC, and shall have the responsibility for the hiring of consultants, approval of amendments to this agreement, approval of the acceptance of new members, and approval of the annual budget of the STC.
- C. Each municipality that is a member of the STC shall be entitled to one seat on the Board of Directors and shall be entitled to one vote thereon. Such one vote may be cast only by the designated official or designated alternate.
- D. Each designated official shall serve on the Board until a successor is appointed by his or her municipality. When such designated official ceases to be an officer of the member municipality appointing such officer, the official shall cease to be a Board member of STC.
- E. The Board of Directors may establish rules governing its own conduct and procedures and have such express or implied authority as is not inconsistent with or contrary to the laws of the State of Illinois or this Agreement.
- F. Unless otherwise specified in this agreement, all business by such Board of Directors shall consist of a majority vote of the membership present at the meeting or submitting votes in advance. Due to the nature of multiple municipal responsibilities and the need to proceed with matters of business in a timely fashion, voting may be conducted in person at any board meeting and by telephone, facsimile or electronic-mail before the board meeting by members unable to attend in person. A majority shall be one (1) more than half the combined total votes cast in person plus those submitted before the meeting. All such voting activities shall be recorded by the STC Secretariat.

- G. No one serving on the Board of Directors shall receive any salary or compensation from the venture. The daily operation of the venture shall be conducted under the direction and supervision of the Board of Directors, subject to the policy limitations established by the Board of Directors from time to time. Except as specifically excepted herein, no contract or other obligation of this venture shall be binding unless approved or ratified by the Board of Directors.

ARTICLE V

BOARD OF DIRECTORS MEETINGS

- A. Regular meetings of the Board of Directors shall be held twice per year. Special meetings of the Board of Directors may be called by its President, or shall be called upon written request by two of its members. Twenty-four (24) hours notice of special meetings shall be given to the official representatives of each member municipality and an agenda specifying the subject of such special meeting shall accompany such notice. Business conducted at said meetings shall be limited to those items specified in the agenda.
- B. The time, date, and location of regular and special meetings of the Board of Directors shall be determined by the President of the Board of Directors.
- C. Notice of the regular meetings of the Board of Directors shall be given to the designated official of each member municipality at least five (5) days prior to such meeting, and an agenda for such meeting shall accompany the notice; however, such meeting shall not be limited to the matters set forth in such agenda.
- D. All business which requires a vote shall be as set forth in Article IV.

ARTICLE VI

OFFICERS OF THE BOARD OF DIRECTORS

- A. Officers shall consist of a President, Vice President, Treasurer, Secretary and Member at Large. All officers shall be elected by the Board of Directors.
- B. Officers shall be elected for a minimum of a two year term and a maximum of a 5 year term and shall serve terms rotating through the positions in a fixed sequence in the following order: member at large; secretary; treasurer; vice-president and president. New officers shall take office at the adjournment of the summer meeting

of the Board of Directors at which they are elected. Nominations for the executive committee positions as listed above will be accepted at the winter meeting, to be voted on at the next summer meeting.

- C. A vacancy shall immediately occur in the office of any officer upon the resignation or death of such person holding such office or upon his/her ceasing to be an officer or employee of any member government. Upon a vacancy occurring in the office of any officer, the Board of Directors may appoint a successor to fill the vacancy. The rotation of officers may be advanced one year before the vacancy has been filled if the Board of Directors finds this advisable.
- D. Any officer or agent elected by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the STC would be served thereby.
- E. The President shall be the principal executive officer of the STC and shall in general supervise and control all of the business and affairs of the STC. In general, the President shall perform all duties incident to the office of President and such other duties consistent with this agreement as may be prescribed by the Board of Directors from time to time.
- F. In the absence of the President or in the event of his/her inability or refusal to act, the Vice President shall perform the duties of the President including the authority to sign instruments which have been authorized for execution by the Board of Directors; and when so acting, shall have all the restrictions as that of President.
- G. The Executive Committee, consisting of the President, Vice-President, Treasurer, Committee Liaison and Member At-Large will be responsible for reporting and working with all STC committees, and carrying out the decisions of the majority of the members.
- H. The STC shall contract for services for a Secretariat to perform the various functions, which include but are not limited to the following:
 - (a) Keep the minutes of the Board of Directors meetings in one or more books provided for that purpose;
 - (b) See that all notices are duly given in accordance with the provisions of this Agreement;
 - (c) Be custodian of the records of the STC;
 - (d) Have charge and custody of and be responsible for all funds and securities of the STC;

- (e) Receive and process invoices for monies due and payable to the STC from any source whatsoever;
 - (f) In general, perform all the duties incident to the office of Secretariat and such other duties as from time to time may be assigned by the President or the Board of Directors. A Memorandum of Understanding specifying the dollar amount of the Secretariat Service shall be renewed annually by the Board of Directors.
- I. Officers shall serve without compensation from the STC except that they shall be reimbursed for authorized out-of-pocket expenses made on behalf of the Consortium.
 - J. The Board of Directors shall have the authority to contract with other municipal bodies for use of Consortium facilities, equipment, and programs and to establish appropriate charges therefore.
 - K. At each regular meeting of the Board of Directors, the Secretariat, along with the Treasurer, shall report budget and financial transactions since the previous regular meeting.
 - L. The President shall present a full report of his activities at each regular meeting of the Board of Directors.
 - M. The Board of Directors shall (as provided for in the approved budget) have the authority to hire, fix the salary of, and remove the Program Consultants for the STC.

ARTICLE VII

FINANCES

- A. The fiscal year of the STC shall end on April 30th of each year.
- B. An Annual Budget shall be prepared by the Secretariat. At the winter meeting each year, the Board of Directors shall adopt the budget by a majority vote of all the members and shall submit the budget at the winter meeting to each member municipality for inclusion in its budget deliberation and approval. The budget will become effective at the beginning of the next fiscal year, which begins on May 1. Total budgeted expenditures for the STC may not be exceeded unless authorized by each elected legislative body of each participating municipality.
- C. Each member will take all internal required actions to authorize the funds necessary to meet its obligations under the by-laws of the STC.

- D. All STC expenditures, with the exception of nursery and planter payments, will be made under the signatures of the office of Secretariat. Any expenditure over \$500.00 must be approved by the STC Executive Committee by a majority vote. Any member reserves the right to request any expenditure to be voted on by the full STC membership. Such a vote would require a majority rule.

ARTICLE VIII

CONTRACTS ON BEHALF OF THE STC

- A. The Board of Directors may authorize any officer or officers, agent or agents to enter into any authorized contract or execute and deliver any instrument in the name of and on behalf of the STC, and such authority may be general or confined to specific instances. In general, the office of the Secretariat will sign and execute all transactions for the STC.
- B. No loans shall be contracted on behalf of the STC, and no evidences of indebtedness shall be issued in its name.
- C. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the venture, shall be signed by office of the Secretariat of the venture and in such manner as shall from time to time be determined by resolution of the Board of Directors.

ARTICLE IX

WITHDRAWAL, TERMINATION, AND DISSOLUTION

- A. Any participating municipality may at any time give certified written notice of withdrawal from the STC. Any participating municipality may withdraw at any time, with the consent of a majority vote of the members. Certified written notice is defined as a certified copy of the member's village board minutes where a majority vote of the board is in favor of terminating their STC membership. The village clerk will be required to send a certified copy of the board minutes to the Suburban Tree Consortium Coordinator.
- B. Upon any such withdrawal:
 - 1. Withdrawal shall not take effect for a period of one (1) year from

date of such notification;

2. Fiscal year dues will not be refunded.

3. Upon withdrawal, the withdrawing member shall continue to be responsible:
 - a) For 100% of its current fiscal year dues, which are non-refundable.
 - b) For any contractual obligations for a period of one year from the date of certified written notification.

ARTICLE X

LIABILITY AND PROPERTY

- A. Except as otherwise provided by individual contracts, all participating municipalities in the STC shall be liable for the debts and liabilities of STC, with the exception of purchases made directly by individual municipalities. Each participant shall indemnify and hold harmless any other member for any loss, cost or expense that may be imposed upon such other member in excess of its proportionate liability.
- B. All property including any copyrights or patents acquired by the STC shall be owned in common by the parties to the STC in equal shares, unless otherwise determined in writing by all parties.

ARTICLE XI

AMENDMENT

- A. Amendment to this Agreement may be proposed by any member of the Board of Directors. The Amendment shall be submitted to the Board of Directors at least thirty (30) days prior to the meeting of the Board of Directors at which such amendment is to be considered. The proposed amendment shall be considered by the Board of Directors and a copy thereof, and its reasons therefore, mailed to the Board members at least fifteen (15) days prior to the meeting at which such proposed amendment is to be considered.

- B. A majority vote of the Board of Directors shall be required to recommend any amendments to this Agreement to the governing body of the municipalities.

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
March 23, 2026

ISSUE STATEMENT

A motion accepting a proposal from Belmont Digital LLC to remove damaged components and replace the marquee panel, data box controls, limited welding metal fabrication and the illuminated sign panel for the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave. at a cost not to exceed \$34,950. See Exhibit A.

AND

A motion accepting a proposal from Terrain Landscape Contractors to remove damaged components and replace the landscape lighting controller, low voltage lighting, limited retaining wall reset, landscape plantings and mulch at the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave. at a cost not to exceed \$9,743. Exhibit B.

AND

A motion for electrical services from Rags Electric, Inc. as related to the electric panel circuitry, re-wiring and conduit removal and replacement at the material and hourly unit prices in an estimated amount not to exceed \$2,000 at the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave., 7702 Cass Ave. Unit costs on file under R-13-25 Rag's Electric, Inc. Street Light Maintenance. Exhibit C.

AND

A motion for a contingency of unforeseen damages to underground, and structural components, water that may require removal and replacement at a cost not to exceed \$5,000 at the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave.

BACKGROUND

On February 23, 2026, a vehicular accident occurred on the southwest corner of Plainfield Rd. and Cass Ave. resulting in significant damage to the sign, as per Agency Crash Report No 26-01824 on file. The result was significant damage to the marquee panel, data management controls, circuit panel, various electrical connection points, lighting and landscaping.

The City filed a claim with the City's insurance carrier and will be reimbursed for the expenses of damages upon final vendor invoices. The scope of work includes material and labor for the following:

Belmont Digital LLC
 Marquee Panel
 Data Management Components
 Lower Illuminated Sign Panel-under LED Panel

Terrain Landscape Contractors

- Remove and Reset Landscape Wall
- Remove and Replace Low Voltage Lighting
- Inspection and Repair of Existing Water Feature and Related Components
- Remove and Replace Landscape Plantings and Mulch

Rags Electrical

- Remove and Replace Circuits-Panel Enclosure(s)
- Remove and Replace Damaged Wire and Conduit

Contingencies

Due to winter conditions, the underground infrastructure including structural components, water feature and irrigation system could potentially result in additional work.

Attachment A is a cost summary to repair the Marquee Site. Please note, competitive quotes were requested where applicable. Funding for the repairs were not anticipated due to vehicular accident and will be reimbursed through subrogation with the City's insurance carrier IRMA upon paid invoices. The work would be expended from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	PROPOSAL COSTS
01-30-4223	Maintenance Building	\$51,693

STAFF RECOMMENDATION

A motion accepting a proposal from Belmont Digital LLC to remove damaged components and replace the marquee panel, data box controls, limited welding metal fabrication and the illuminated sign panel for the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave. at a cost not to exceed \$34,950.

AND

A motion accepting a proposal from Terrain Landscape Contractors to remove damaged components and replace the landscape lighting controller, low voltage lighting, limited retaining wall reset, landscape plantings and mulch at the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave. at a cost not to exceed \$9,743.

AND

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AND

A motion for a contingency for unforeseen damages to underground, and structural components, water that may require removal and replacement at a not to exceed \$5,000 at the Marquee Site on the southwest corner of Plainfield Rd. and Cass Ave. 7702 Cass Ave.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the April 6, 2026 City Council agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of April 2026.

AYES: _____

NAYS: _____

ABSENT: _____

MARQUEE PANEL COST BREAKDOWN SUMMARY				
DESCRIPTION/VENDOR	PROFESSIONAL SERVICES/MATERIAL	LABOR	TOTAL	LOWEST COMPETITIVE QUOTE/AWARDED VENDORS
LED PANEL				BELMONT DIGITAL-LED PANEL
BELMONT DIGITAL-LED PANELS PROPRIETARY	\$ 17,935.00	\$ 2,550.00	\$ 20,485.00	\$ 20,485.00
SIGN PANEL				BELMONT DIGITAL-SIGN PANEL
*BELMONT DIGITAL-R&R SIGN PANEL WITH ILLUMINATION	\$ 14,465.00	\$ -	\$ 14,465.00	\$ 14,465.00
TOTAL FOR BELMONT DIGITAL			\$ 34,950.00	\$ 34,950.00
*PARVIN CLAUSS-R&R SIGN PANEL WITH ILLUMINATION	\$ 14,483.00	\$ -	\$ 14,483.00	N/A
TOTAL PARVIN CLAUSS-R&R SIGN PANEL WITH ILLUMINATION				
LIGHTING/LANDSCAPING/WALL REBUILD				TERRAIN-WALL REBUILD LIGHTING LANDSCAPING LANDSCAPING
*TERRAIN LANDSCAPE CONTRACTOR-LIGHTING	\$ 4,742.94	\$ 3,000.00	\$ 7,742.94	\$ 7,742.94
*TERRAIN LANDSCAPE CONTRACTOR-LANDSCAPING-REBUILD RETAINING WALL	\$ 500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00
*TERRAIN LANDSCAPE CONTRACTOR TOTAL			\$ 9,742.94	\$ 9,742.94
*SAVANAH GROUP-LIGHTING	\$ 9,500.00	\$ -	\$ 9,500.00	N/A
*SAVANAH GROUP-LANDSCAPING REBUILD RETAINING WALL	\$ -	\$ 1,210.00	\$ 1,210.00	N/A
*TOTAL SAVANAH LANDSCAPE			\$ 10,710.00	N/A
CONTINGENCY-ELECTRICAL				RAGS ELECTRIC
RAGS ELECTRIC-ELECTRIC STREET LIGHT MAINT CONTRACT R-13-25	\$ 1,000.00	\$ 1,000.00	\$ 2,000.00	\$ 2,000.00
TOTAL RAGS ELECTRICAL			\$ 2,000.00	\$ 2,000.00
CONTINGENCY-GENERAL				
UNFORSEEN DAMAGES-UNDERGROUND/STRUCTURAL/WATER	\$ 1,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
TOTAL GENERAL CONTINGENCY			\$ 5,000.00	\$ 5,000.00
GRAND TOTAL COST				\$ 51,692.94

* INDICATES COMPETITIVE QUOTE



QUOTE

Darien 3-Way Billboard Sign - Cass Professional Center - Emergency Repair

Belmont Digital LLC
 2300 Wisconsin Avenue
 STE 314
 Downers Grove, Illinois 60515
 United States

3123992757
 belmont.digital

BILL TO
City of Darien
 Dan Gombac
 1710 Plainfield Rd
 Darien, Illinois 60561
 United States

dgombac@darienil.gov

Estimate Number: 26657
Estimate Date: March 2, 2026
Valid Until: April 1, 2026
Grand Total (USD): **\$34,950.00**

Product/Service	Quantity	Price	Amount
LED Display Screen [EMERGENCY REPAIR] - Belmont Digital Series 4 Outdoor LED Display Solution - P6	1	\$17,935.00	\$17,935.00

Replacement of existing (3) Series 4 Outdoor
 Billboard cabinets affected by a recent vehicle
 collision with the sign.

Repair includes removable of existing signage
 structure, replacement of high voltage electrical
 connections to the affected section of the sign,
 removal of low voltage connections, replacement of
 low voltage connections,

- 960x960mm Cabinet Size
- Aluminum Cabinet Frame
- IP67 Certified
- 231.5lb Total Weight
- Rear Service Cabinet Design
- Novastar Single Window Processing Unit

- Includes replacement Intel NUC Small Form
 Computing Unit for BDS Player
- Intel 11th Gen i3 Processor
- 8GB DDR4 Memory
- 512GB Server Grade NVMe Solid State Drive
- Windows 11 x64 Professional

Includes replacement NEMA outdoor electrical
 housing enclosure

Belmont Digital LLC
 2300 Wisconsin Avenue
 STE 314
 Downers Grove, Illinois 60515
 United States

3123992757
 belmont.digital

Product/Service	Quantity	Price	Amount
Includes (7) Year Factory Warranty			
Includes replacement Ubiquiti 4G/5G router			
Installation Labor	1	\$2,550.00	\$2,550.00
Removal of existing cabinets and installation of replacement Belmont Digital Series 4 LED Video Panels - P6			
Repair includes removable of existing signage cabinets and corresponding mounting hardware, replacement of high voltage electrical cabling to the affected section of the sign, removal of low voltage connections, and replacement of low voltage connections.			
Does NOT include repair to existing high voltage electrical panel.			
Repair	1	\$14,465.00	\$14,465.00
Repair of One (1) 4" deep single face internally illuminated sign cabinet with a routed face, backed with plex, with T-Bars and retainers, painted satin MAP black.			
Includes emergency site survey.			
Priced as replacing one cabinet and the steel horizontal supports and installation of the new piece.			
Price with replacing and re-hook up to existing electrical supply.			
Price does not include replacing the vertical pipes.			
Price includes turn key removal and installation.			

Belmont Digital LLC
2300 Wisconsin Avenue
STE 314
Downers Grove, Illinois 60515
United States

3123992757
belmont.digital

Exempted 0%: \$0.00

Grand Total (USD): \$34,950.00

Terrain

LANDSCAPE CONTRACTORS

Replace 10 Hullea K10a
Crasses Damaged or destroyed - \$400
Spread 1.5 yds Hard wood mulch \$100

5K

Total labor costs

Cost of new light see invoice 4,742.⁹⁶

9,742.⁹⁴

		%
	0.000	%
		%
	0.000	%
		%
LIGHTING	4,742.000	%
LABOR FOR LIGHT	5,000.000	%
REBUILD WALL	4,500.000	%
PLANTS	400.000	%
MULCH	100.000	%
TOTAL	9,742.000	%

City of Duran
1702 Plainfield Rd
Darien, IL

3/17/26

RE: Sign repair

Labor to install new lights, see attached
light summary for Full list of
lights needed to replace damaged or
destroyed fixtures

2 men 2 days labor to: remove & dispose
of damaged lights, remove cap on wall
to set new lights, drill new lights into
pillar, install new transformer & wire
Return in the evening to adjust \$3,000-

Take apart w/ hammer & chisel
existing damaged wall, order piece
up new blocks & caps to replace destroyed
blocks & caps, glue back cap.

2 men 1 day

\$1,500-



Ave N
 Clearwater FL
 33762
 United States
 Phone: (888)
 813-2677

3/9/20:

LIGHTING BOSS

Bill To

Terrain Landscape Contractors
 Terrain Landscape Contractors
 725 W University Dr
 Arlington Heights IL 60004
 United States

Ship To

Terrain Landscape Contractors
 Terrain Landscape Contractors
 725 W University Dr
 Arlington Heights IL 60004
 United States

TOTAL

\$5,459.00

Expires: 4/8/20:

Expires	PO #	Sales Rep	Partner	Shipping Method
4/8/2026	City of Darien	Danny Schwartz		UPS® Ground

Quantity	Item	Options	Rate	Amount
25	COR CL-450-BT-BK Fiat Lux Bluetooth Brass Rail Light (RGBWW) Corona Fiat Lux Bluetooth Brass Rail Light		\$120.00	\$3,000.00
1	COR CX-BTE Bluetooth Range Extender Corona Bluetooth Range Extender		\$66.00	\$66.00
1	LTE 300w Transformer Light Tech 300w Transformer		\$159.95	\$159.95
1	PAI 12/2 250ft Wire Paige 12/2 LANDSCAPE CABLE/250 FT.		\$150.00	\$150.00

Quantity	Item	Options	Rate	Amount
9	LTE Brass Surface Mount Light Tech Brass Surface Mount		\$8.95	\$80.55
1	DAU 501067 Cosmo Astronomical Timer DAU 501067 Cosmo Astronomical Timer		\$34.80	\$34.80
9	COR CL-405-BT-AB Fiat Lux Bluetooth Spotlight Corona Fiat Lux Bluetooth Spotlight- Antique Bronze	Finish: Antique Bronze	\$163.50	\$1,471.50

Subtotal	\$4,962.80
Discounts/Promotions	-\$0.00
Tax Total	\$496.28 <i>0.00</i>
Shipping Cost	\$0.00
Shipping Savings	-\$219.86
Total	\$5,459.08 <i>\$4,742.94</i>

THIS QUOTE IS VALID FOR 30 DAYS

A 10% restocking fee will apply to items returned unused and in their original packaging. Please note, non-stock special order items are non-returnable and non-refundable. For our full Terms & Conditions, including our Warranty Policy, please click [here](#).

[Sign Up](#)



SIGN UP FOR THE LIGHTING BOSS PRO DESIGN & SALES APP

AGENDA MEMO
City Council
February 3, 2025

ISSUE STATEMENT

A **resolution** authorizing the Mayor to extend a contract with Rag’s Electric, Inc., per the proposed unit prices, for the 2025 Street Light Maintenance beginning May 1, 2025 through April 30, 2026.

BACKGROUND/HISTORY

On December 5, 2023 staff had received two (2) sealed bids for the 2024-25 Street Light Maintenance Contract. Rags Electric Inc., submitted the lowest bid for street lights repair, hourly rates for labor, and equipment. See **Attachment A**. Although Rag’s Electric submitted the lowest bid overall some areas were higher.

Below, please find a summary of the items within the proposed contract and attached please find **Attachment B**-labeled as Proposed Cost Estimates for 2025-26.

Item 1-Cost to Repair Street Light - This item requires the vendor to repair the street light at a specified unit cost. The repair would include equipment labor and the LED fixture.

Item 2-Hourly Rate for Labor and Equipment - This item requires the vendor to provide unit costs on an hourly basis for labor and equipment. Such items would include a light pole knock down, identifying a ground fault or any other extraordinary mishaps.

Items 3- Option 3a-Aluminum Pole-Option 3b-Concrete Pole-This item requires the vendor to provide unit pricing for new street light requests and knockdowns. Annually, the City of Darien receives 3-4 petitioned requests for the installation of an aluminum or concrete street lights. The cost is for the vendor to provide the labor, equipment and miscellaneous material to install the complete fixture. The City will provide the ground base, poles and fixtures to complete a job.

Option 4-Uniduct and Option 5-Straightening Concrete Poles –The light pole installation will be subject to an additional cost for Uniduct wiring, at a per a lineal foot unit price installed. The Straightening Concrete Poles is an item that is occasionally utilized due to pole being a direct bury and subject to tilting due to frost and thaw cycles.

The 2025-26 Budget requests funding for the Street Light Program from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE
01-30-4359	STREET LIGHT OPERATION & MAINTENANCE	\$ 72,000	\$ 72,000
01-30-4359	STREET LIGHT INSTALLATION	\$ 10,000	\$ 10,000
	TOTAL	\$ 82,000	\$ 82,000

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the resolution authorizing the Mayor to extend a contract with Rag's Electric, Inc., per the proposed unit prices, for the 2025 Street Light Maintenance beginning May 1, 2025 through April 30, 2026. The vendor has provided quality service to the City since 2012.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the February 3, 2025 City Council agenda under New Business for formal consideration and subject to the FY25-26 Budget approval.

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MARCH 23, 2026

CASE

PZC-26-3 Minor Amendment to Planned Unit Development, Final Plat of Subdivision
 Conner Franklin c/o RCG Ventures – 2101 West 75th Street

ISSUE STATEMENT

Petition from Connor Franklin c/o RCG Ventures for a minor amendment to a planned unit development and plat of subdivision to subdivide the property at 2101 West 75th Street (PIN 09-29-400-033) into two lots within the General Business District (B-3). There will be no new construction, and no other changes are proposed.

GENERAL INFORMATION

Petitioner:	Conner Franklin c/o RCG Ventures
Property Owner:	RCG Ventures Inc. 2101 West 75 th Street 09-29-400-033
Property Location:	09-29-400-033
PIN Number:	General Business District (B-3)
Existing Zoning:	Large Retail Shopping Center
Existing Land Use:	Commercial
Comprehensive Plan:	
Surrounding Zoning & Uses	Commercial/Residential, Downers Grove Community Shopping Center (B-2) District
North:	Single Family Residential (R-2)
East:	Multiple Family Residential (R-3) and B-2
South:	
West:	
Size of Property:	16.321 +/- Acres
Floodplain:	N/A
Natural Features:	N/A
Transportation:	The petition site gains access 75 th Street and Lyman Avenue via five driveways and one signalized intersection.

ATTACHMENTS

- A) LOCATION MAP AND AERIAL PHOTO
- B) FINAL PLAT OF SUBDIVISION
- C) ENGINEERING REVIEW LETTER

PROPOSAL / BACKGROUND

Proposal: The applicant requests approval of a minor Planned Unit Development (PUD) amendment and a final plat of subdivision to divide one existing commercial lot within the Darien Towne Centre shopping center into two separate lots. No new construction or changes to the site are proposed.

Background: Darien Towne Centre is an approximately 53-acre commercial development located

at the northeast corner of 75th Street and Lyman Avenue, bounded on the south by Manning Road (see Attachment A). The property was annexed into the City and zoned B-3 with a Planned Unit Development special use in 1993, pursuant to Annexation Agreement Ordinance No. O-16-93. The development was approved for a regional shopping center of up to 400,000 square feet, including anchor retail tenants and outlots. Currently, the center is home to Wal-Mart, Aldi and Home Depot, along with many other in-line retail tenants and other businesses and banks. RCG Ventures Inc. now proposes to subdivide the existing 16.321-acre lot occupied by Home Depot, creating a new 8.53-acre lot, which would allow for separate ownership and management of the lot in the future if desired by either party.

Pursuant to Section 5A-3-2-5 of the Darien Municipal Code, minor amendments to an approved Planned Unit Development and final plats are subject to review and approval by the Plan Commission and City Council.

ANALYSIS

Minor PUD Amendment: The proposed minor PUD amendment satisfies the procedural requirements of Section 5A-3-2-5 of the Darien Municipal Code rather than reflecting any substantive change to the development. It does not alter the approved concept, intent, permitted uses, or any governing conditions of the Darien Towne Centre PUD in any way. Furthermore, any future development or redevelopment of individual parcels within the center will remain subject to the full site plan review and approval process, ensuring that the City retains meaningful oversight over any changes that could affect the character or function of the development.

Final Plat of Subdivision / Streamlined Procedures for Lot Splits: In accordance with Section 5B-1-5(A) of the City Code, following the Planning, Zoning and Economic Development Commission “finding the intent and purpose of these subdivision regulations not violated, the City Council may approve such plat without further procedure.” As such, the proposed plat is a final plat for the purpose of subdividing the lot.

Staff Review: Staff reviewed the proposed final plat of subdivision (see Attachment B). No new development is proposed and the building placement remains unchanged. As such, the project complies with all applicable development standards. The shopping center was approved and constructed as a single unified commercial development under a Planned Unit Development (PUD), with tenant spaces sited at near-zero separation consistent with that unified design. The internal lot lines created through subdivision are administrative in nature and do not establish new side yard relationships or render the development nonconforming. A subsequent administrative subdivision cannot impose new zoning burdens on a lawfully constructed development; to interpret otherwise would effectively modify the terms of the PUD without the public hearing and Plan Commission and City Council approval that such a modification requires. Accordingly, side yard setback requirements are applied to the perimeter of the overall development, and no variation is required.

The City’s Engineering consultant, Christopher B. Burke Engineering, reviewed the proposed plat. Minor comments were provided, outlining formatting changes that were needed in order to allow processing of the final plat. The petitioner revised the plat to comply with those requirements.

PZEDC MEETING 03.18.2026

The Planning, Zoning and Economic Development Commission held a public hearing for this item at its meeting on March 18, 2026. The petitioner was present, and no members of the public

attended. Following staff's report, the Commission asked questions of staff and the petitioner regarding the reason for the subdivision and details of staff's review of the zoning ordinance. **Following discussion, the Commission voted 5-0 to recommend approval of the petition to the City Council.**

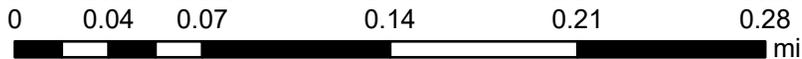
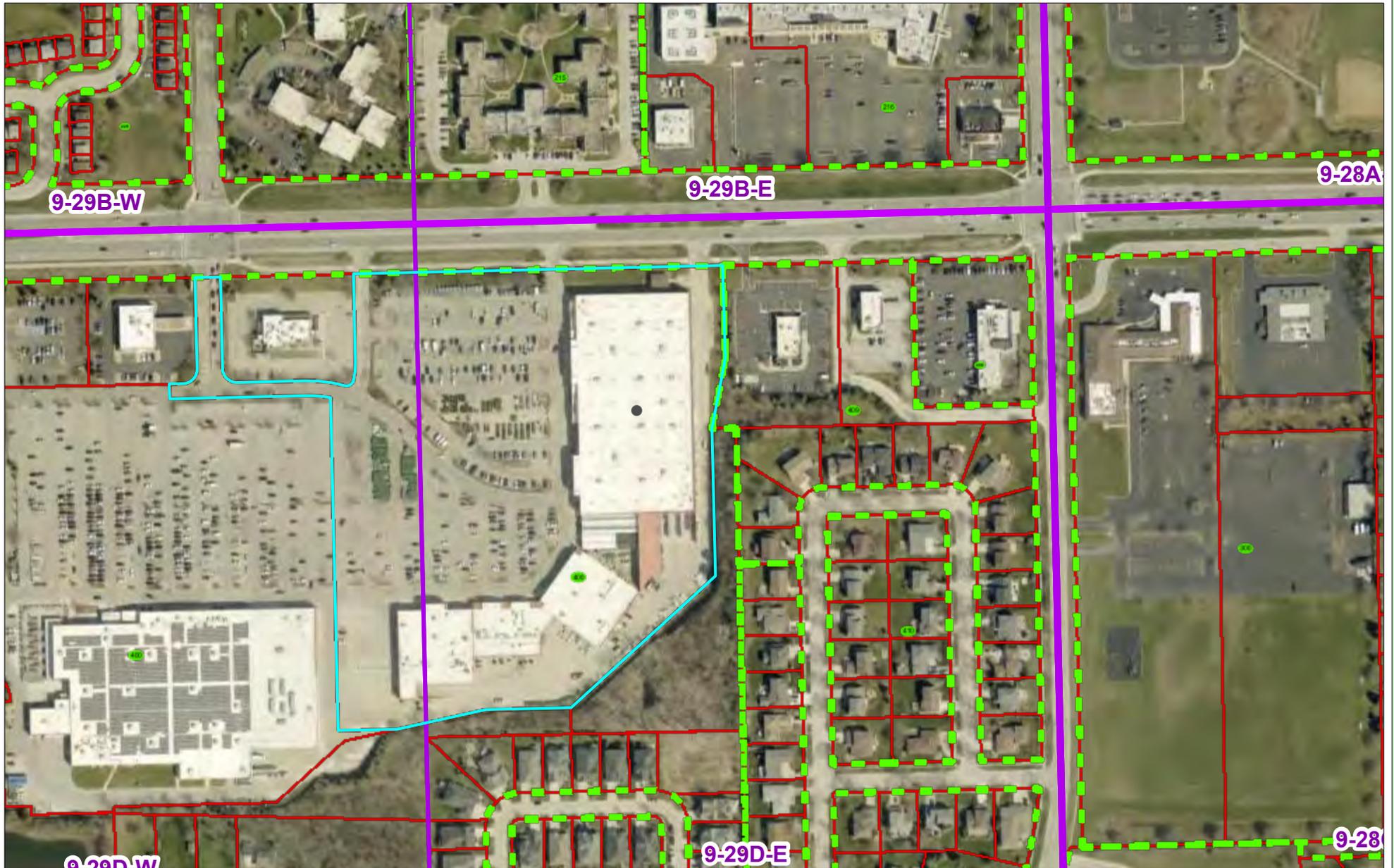
DECISION MODE

The Municipal Services Committee will consider this item at its meeting on March 23, 2026.

MEETING SCHEDULE

Municipal Services Committee
City Council

March 23, 2026
April 6, 2026



DuPage County
 Information Technology Department / GIS Division
 421 N County Farm Rd.
 Wheaton, IL 60187

Phone: 1(630)407-5000
 Email: gis@dupageco.org

DuPage Maps Portal :
<https://www.dupage.maps.arcgis.com/home>

This map is for assessment purposes only.

DuPage County Web Site :
<https://www.dupagecounty.gov>



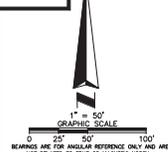
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-  DuPage County
-  Townships
-  Sections
-  Quarter Sections
-  Half Quarter Sections

Regional County Boundaries

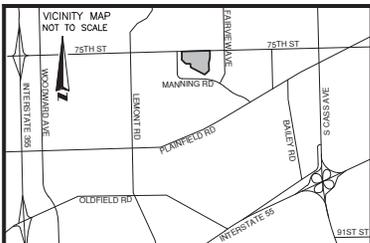
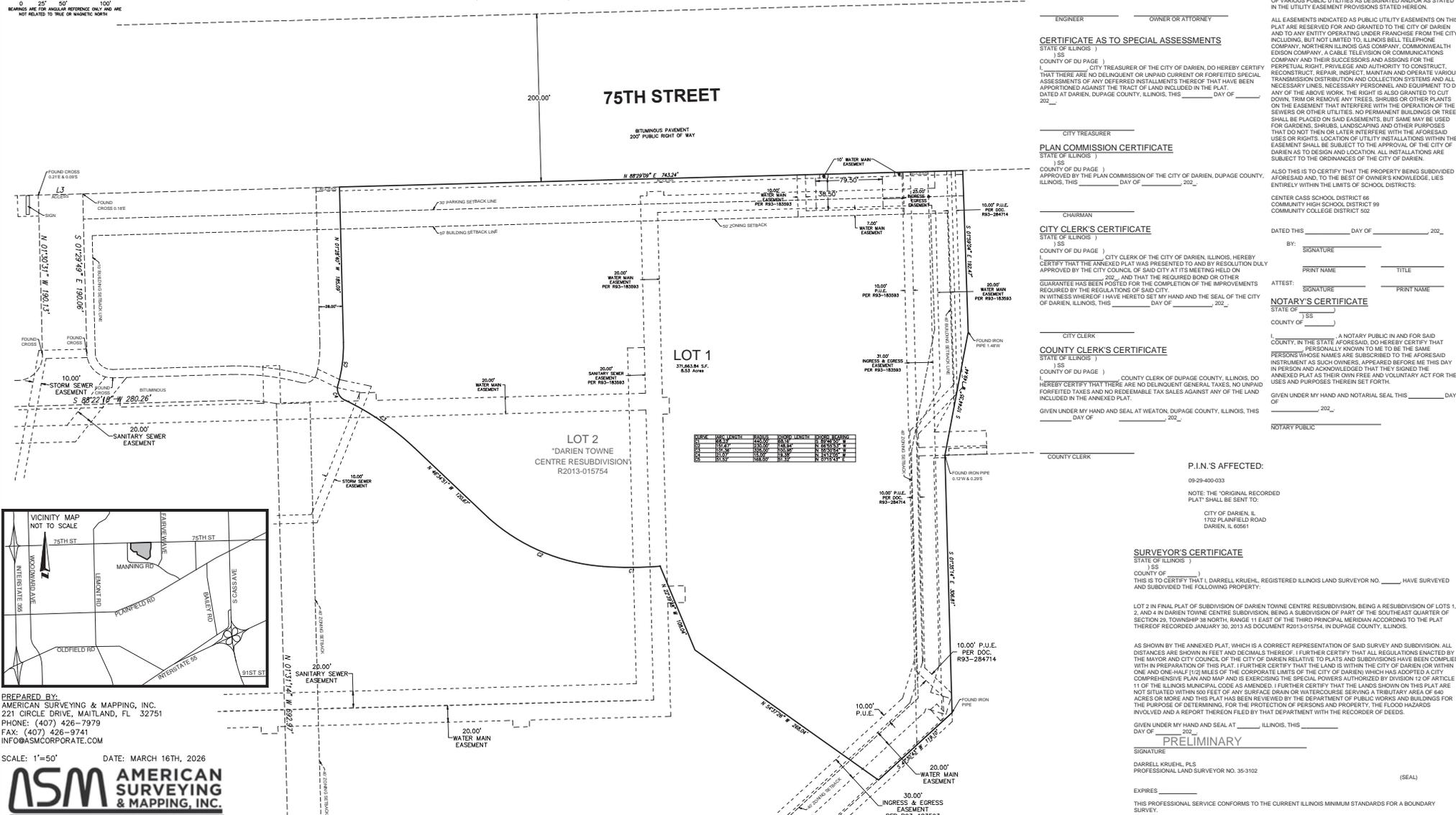
-  COOK
-  KANE
-  KENDALL
-  LAKE

SHEET 1 OF 1



FINAL PLAT OF SUBDIVISION OF DARIEN TOWNE CENTRE RESUBDIVISION II

BEING A PART OF LOT 2 IN FINAL PLAT OF SUBDIVISION OF DARIEN TOWNE CENTRE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2 AND 4 IN DARIEN TOWNE CENTRE RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 2013 AS DOCUMENT R2013-015754, IN DUPAGE COUNTY, ILLINOIS.



PREPARED BY:
AMERICAN SURVEYING & MAPPING, INC.
221 CIRCLE DRIVE, MAITLAND, FL 32751
PHONE: (407) 426-7979
FAX: (407) 426-9741
INFO@ASMCORPORATE.COM

SCALE: 1"=50' DATE: MARCH 16TH, 2026



NDDS NATIONAL DUE DILIGENCE SERVICES
A DIVISION OF AMERICAN SURVEYING & MAPPING, INC.
188930 221 Circle Drive, Maitland, FL 32751 nationaldue@asmcorporate.com 407-426-7979

STATE LETTER REQUIREMENT
STATE OF ILLINOIS)
I, SS)
COUNTY OF DU PAGE)
TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE DRAINAGE OF SURFACE WATERS WILL NOT BE CHANGED BY THE CONSTRUCTION OF SUCH SUBDIVISION OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, ADEQUATE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS INTO PUBLIC AREAS OR DRAINS WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL NOT BE DEPOSITED ON THE PROPERTY OF ADJOINING LAND OWNERS IN SUCH CONCENTRATIONS AS MAY CAUSE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION.

DATED THIS _____ DAY OF _____, 202__.

ENGINEER _____ OWNER OR ATTORNEY _____
ALL EASEMENTS INDICATED AS PUBLIC UTILITY EASEMENTS ON THIS PLAT ARE RESERVED FOR AND GRANTED TO THE CITY OF DARIEN AND TO ANY ENTITY OPERATING UNDER FRANCHISE FROM THE CITY INCLUDING, BUT NOT LIMITED TO, ILLINOIS BELL TELEPHONE COMPANY, NORTHERN ILLINOIS GAS COMPANY, COMMONWEALTH EDISON COMPANY, A CABLE TELEVISION OR COMMUNICATIONS COMPANY AND THEIR SUCCESSORS AND ASSIGNS FOR THE PERPETUAL RIGHT, PRIVILEGE AND AUTHORITY TO CONSTRUCT, RECONSTRUCT, REPAIR, INSPECT, MAINTAIN AND OPERATE VARIOUS TRANSMISSION DISTRIBUTION AND COLLECTION SYSTEMS AND ALL NECESSARY LINES, NECESSARY PERSONNEL AND EQUIPMENT TO DO ANY OF THE ABOVE WORK. THE RIGHT IS ALSO GRANTED TO CUT DOWN, TRIM OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS ON THE EASEMENT THAT INTERFERE WITH THE OPERATION OF THE SEWERS OR OTHER UTILITIES, NO PERMANENT BUILDINGS OR TREES SHALL BE PLACED ON SAID EASEMENTS, BUT SAME MAY BE USED FOR GARDENS, SHRUBS, LANDSCAPING AND OTHER PURPOSES THAT DO NOT THEN OR LATER INTERFERE WITH THE AFORESAID USES OR RIGHTS. LOCATION OF UTILITY INSTALLATIONS WITHIN THE EASEMENT SHALL BE SUBJECT TO THE APPROVAL OF THE CITY OF DARIEN AS TO DESIGN AND LOCATION. ALL INSTALLATIONS ARE SUBJECT TO THE ORDINANCES OF THE CITY OF DARIEN.

CITY TREASURER
CERTIFICATE AS TO SPECIAL ASSESSMENTS
STATE OF ILLINOIS)
I, SS)
COUNTY OF DU PAGE)
CITY TREASURER OF THE CITY OF DARIEN, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OF ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APORPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT DATED AT DARIEN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 202__.

PLAN COMMISSION CERTIFICATE
STATE OF ILLINOIS)
I, SS)
COUNTY OF DU PAGE)
APPROVED BY THE PLAN COMMISSION OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 202__.

CITY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
I, SS)
COUNTY OF DU PAGE)
CITY CLERK OF THE CITY OF DARIEN, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE CITY COUNCIL OF SAID CITY AT ITS MEETING HELD ON _____, 202__, AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE IMPROVEMENTS REQUIRED BY THE REGULATIONS OF SAID CITY IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE CITY OF DARIEN, ILLINOIS, THIS _____ DAY OF _____, 202__.

NOTARY PUBLIC CERTIFICATE
STATE OF ILLINOIS)
I, SS)
COUNTY OF _____)
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

CITY CLERK'S CERTIFICATE
STATE OF ILLINOIS)
I, SS)
COUNTY OF DU PAGE)
CITY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THE ANNEXED PLAT.

GIVEN UNDER MY HAND AND SEAL AT WEATON, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____, 202__.

NOTARY PUBLIC
STATE OF ILLINOIS)
I, SS)
COUNTY OF _____)
I, _____, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT I PERSONALLY KNOW TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE AFORESAID INSTRUMENT AS SUCH OWNERS, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED THE ANNEXED PLAT AS THEIR OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS _____ DAY OF _____, 202__.

P.I.N.'S AFFECTED:
09-29-400-033
NOTE: THE ORIGINAL RECORDED PLAT SHALL BE SENT TO:
CITY OF DARIEN, IL
1702 PLAINFIELD ROAD
DARIEN, IL 60561

SURVEYOR'S CERTIFICATE
STATE OF ILLINOIS)
I, SS)
COUNTY OF _____)
THIS IS TO CERTIFY THAT I, DARRELL KRUEHL, REGISTERED ILLINOIS LAND SURVEYOR NO. _____, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

LOT 2 IN FINAL PLAT OF SUBDIVISION OF DARIEN TOWNE CENTRE RESUBDIVISION, BEING A RESUBDIVISION OF LOTS 1, 2, AND 4 IN DARIEN TOWNE CENTRE RESUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 30, 2013 AS DOCUMENT R2013-015754, IN DUPAGE COUNTY, ILLINOIS.

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID SURVEY AND SUBDIVISION, ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF. I FURTHER CERTIFY THAT ALL REGULATIONS ENACTED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN RELATIVE TO PLATS AND SUBDIVISIONS HAVE BEEN COMPLIED WITH IN PREPARATION OF THIS PLAT. I FURTHER CERTIFY THAT THE LAND IS WITHIN THE CITY OF DARIEN (OR WITHIN ONE AND ONE-HALF (1 1/2) MILES OF THE CORPORATE LIMITS OF THE CITY OF DARIEN WHICH HAS ADOPTED A CITY COMPREHENSIVE PLAN AND MAP AND IS EXERCISING THE SPECIAL POWERS AUTHORIZED BY DIVISION 12 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE AS AMENDED. I FURTHER CERTIFY THAT THE LANDS SHOWN ON THIS PLAT ARE NOT SITUATED WITHIN 500 FEET OF ANY SURFACE DRAIN OR WATERCOURSE SERVING A TRIBUTARY AREA OF 5 ACRES OR MORE AND THIS PLAT HAS BEEN REVIEWED BY THE DEPARTMENT OF PUBLIC WORKS AND BUILDINGS FOR THE PURPOSE OF DETERMINING, FOR THE PROTECTION OF PERSONS AND PROPERTY, THE FLOOD HAZARDS INVOLVED AND A REPORT THEREON FILED BY THAT DEPARTMENT WITH THE RECORDER OF DEEDS.

GIVEN UNDER MY HAND AND SEAL AT _____, ILLINOIS, THIS _____ DAY OF _____, 202__.

PRELIMINARY
SIGNATURE
DARRELL KRUEHL, PLS
PROFESSIONAL LAND SURVEYOR NO. 35-1312
(SEAL)

EXPIRES _____
THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
ILLINOIS PROFESSIONAL DESIGN FIRM NO. _____

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

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

February 28, 2026

City of Darien
1702 Plainfield Road
Darien, Illinois

Attention: Ryan Murphy

Subject: 2099 75th Street – Plat of Subdivision
(CBBEL Project No. 950323.H0281)

Dear Ryan:

As requested, we have reviewed the Darien Towne Centre Resubdivision II prepared by JLH Land Surveying, Inc. and dated September 3, 2025. No new development or improvements are currently proposed. It is our understanding that portions of Lot 2 will be consolidated to create Lot 1 for The Home Depot. The following comments with respect to Title 5.B Subdivision Regulations of City Code are provided for your use:

1. The owner's certificate shall follow the format shown in Section 5B-1-18, Exhibit A. The Public and Drainage Easement Provision may be omitted, as the language contained within the Owner's Certificate already addresses this requirement. The school districts shall remain.
2. In accordance with the previous comment, the required format for each certificate can be found in Section 5B-1-18 of Subdivision Regulations (www.darien.il.us/government/city-code). Review and revise accordingly.
3. According to Section 5B-1-18, City's Clerk and Mayor's Certificate shall be added to the plat.
4. The recorder's certificate is not required according to Section 5B-1-18.
5. The City Council certificate shall be replaced with the City Clerk's certificate specified in Section 5B-1-18 Exhibit J.
6. The City Engineer's Certificate would seem unnecessary as there are no proposed improvements.
7. The note on the left side of page 2 referring to the Village of Winfield shall be revised to City of Darien.

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

Sincerely,

A handwritten signature in green ink, appearing to read "Daniel Lynch". The signature is fluid and cursive, with the first name "Daniel" and last name "Lynch" clearly distinguishable.

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

Cc Dan Gombac, City of Darien

the Mixed Use District, amusement establishments are permitted through the approval of a Special Use. Amusement establishments are defined in Section 5A-13-1 (Definitions) as shown below:

AMUSEMENT ESTABLISHMENT: An enterprise which provides one or more forms of entertainment including, but not limited to, bowling alleys, sports complexes, pool halls, dance halls, skating rinks and establishments utilizing more than four (4) automatic amusement devices as either: a) an accessory use to a restaurant offering complete meals; or b) an accessory use to an approved amusement establishment.

Building / Operational Characteristics: The total square footage available within the former Xsport Fitness space is approximately 15,896 square feet, inclusive of a 2nd floor mezzanine. As a retail building, it is mostly empty on the interior to allow a future tenant to do complete their own buildout, and demising walls can be used to create tenant spaces of varying size.

As indicted in the attached operations narrative (see Attachment 2), the proposed business is a modern, technology-enhanced billiards venue employing approximately 11 to 13 staff and designed to accommodate league and recreational pool/billiards. The anticipated hours of operation are Monday through Friday 2:00PM to 1:00AM, Saturdays 10:00AM to 1:00AM, and Sundays 11:00AM to 11:00PM. The facility will feature 32 professional-grade 7-foot Diamond tables, two 9-foot tables in a private mezzanine area, interactive pool tables, a high-end darts area, six video gaming machines, and strategically designed playing areas to prevent disruption of matches. Cameras at each table will allow live streaming and in-house display of games on large video screens.

The establishment will include a full-service kitchen and bar offering craft beverages and specialty drinks, bourbon tasting classes, lounge seating, and a mezzanine level with conference space available for corporate events, private parties, and members-only access on weekends. A pro shop/gift shop will sell apparel, cues, and accessories, positioning the business as a destination-oriented, upscale pool hall experience.

Off-street parking for the center was previously established through the original shopping center approvals, which mandated four (4) parking spaces per 1,000 square feet of gross floor area for shopping centers or mixed-use buildings under 200,000 square feet, and the existing parking supply was constructed in compliance with that standard, and no impacts are anticipated.

The petitioner has also requested that the City Council expand the number of Class D liquor licenses to allow for a separate review and approval of a future liquor license application, however it is not subject to Planning, Zoning and Economic Development Commission review.

Decision Criteria: For reference, the criteria the Planning, Zoning, and Economic Development Commission and City Council votes on for the special use request are included below:

Special Use Criteria:

No special use shall be recommended to the City Council by the Plan Commission, nor approved

by the City Council, unless findings of fact have been made on those of the following factors which relate to the special use being sought:

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be at variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Plan Commission and Planning and Development Committee.

PZEDC MEETING 03.04.2026

The Planning, Zoning and Economic Development Commission held a public hearing for this item on March 4, 2026. The petitioner and members of the public were present. Following staff's presentation, the Commission asked questions of staff and the petitioner about the nature of the business. Public testimony was heard. **Following discussion, the Commission voted 4-0 to recommend approval of the project to the City Council.**

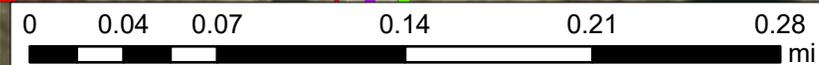
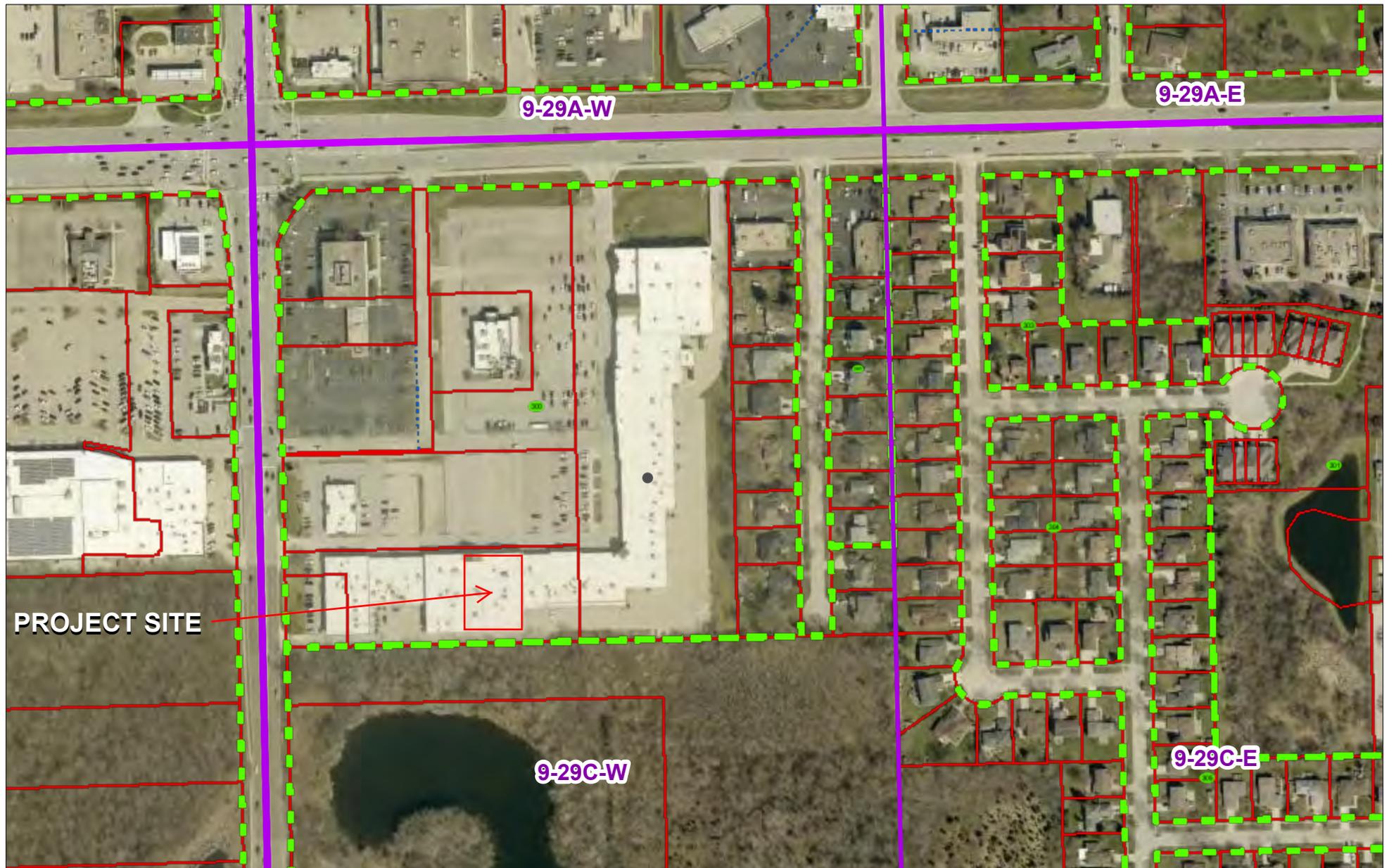
DECISION MODE

The Municipal Services Committee will consider this item at its meeting on March 23, 2026.

MEETING SCHEDULE

Municipal Services Committee
City Council

March 23, 2026
April 6, 2026



DuPage County
 Information Technology Department / GIS Division
 421 N County Farm Rd.
 Wheaton, IL 60187

Phone: 1(630)407-5000
 Email: gis@dupageco.org

DuPage Maps Portal :
<https://www.dupage.maps.arcgis.com/home>

This map is for assessment purposes only.

DuPage County Web Site :
<https://www.dupagecounty.gov>



Copyright DuPage 2026

- DuPageCounty
- Townships
- Sections
- Quarter Sections
- Half Quarter Sections

- Regional County Boundaries
- COOK
 - KANE
 - KENDALL
 - LAKE

Ryan Murphy

From: loriammons@kw.com
Sent: Tuesday, February 17, 2026 3:27 PM
To: Ryan Murphy
Subject: Business details about 9 Sting

Hi Ryan,

Here is the remainder of the business information that you asked for. Please let us know if the format or anything else needs to be changed or tweaked or if we left anything out.
We appreciate you!

BASIC FACTS

11 to 13 employees

Initial hours of service M-F 2 pm to 1 am.

Saturday 10 am to 1 am

Sunday 11 am to 11 pm.

Our New Concept and dream to revolutionize the world of "playing pool"

Billiards and pool halls have been around for generations. The mental image that often comes to mind is a dark and smokey place. They have typically not been seen as a place to bring a date or a fun night out. Additionally, going back to the 60's, pool leagues have been hosted by bars; one week at our "home" bar and another week at a different bar. Bars would have a pool table or 2 (usually a low-end coin-operated Valley table with cheap felt and worn rails) and it was a way to get a few extra people in the door.

Over time teams have discovered pool halls for leagues which allows multiple teams to play at the same place. However, old school pool halls have 9' tables and still hold on to the mystique of the old days and they have not evolved with the needs of current players.

In the last few years there has been a growing desire for a place for this expanding community. Fueled by a generation, male and female, who are not looking for a dance club. They are looking for comradie; they are competitive but are no longer drawn to the video games they grew up playing alone. There is a renewed desire to gather together. There is also an older generation of players, including some who are coming back to a sport, sustainable because of the incredibly high ceiling for improvement, that is not a fad like cornhole or pickleball.

We are building a place that is embracing greater technology in ways that will enhance the classic experience without taking away the authenticity of the game. We're providing a modern well-lit place with high ceiling and clean lines that is both inviting and trendy. Cameras on every table will make the games viewable on live streaming. Large video screens will not only be used to show sporting events and music videos but will also be able to show # (hashtagged) video clips from live games as players execute great shots.

Current venues have either very few pool tables or they are cramped and poorly set up with no place to sit or any reason to bring friends or even your spouse. Low ceilings and music played way too loud take away from the games and the atmosphere – yet the leagues keep growing and there is no space to accommodate them.

We will have Thirty Two 7' Diamond tables. The best table on the market. We will provide well executed playing areas that prevent waitresses from meandering through the pool tables to get to guests and getting in the way of the games. Our design will give quick easy access to the teams that are watching without interrupting the matches (this is a significant and much complained about current problem and will be a very welcomed improvement).

Our full kitchen will serve a large variety of menu items. Our bar will boast a modern, lighted 25' epoxy resin back drop, modern and sleekly designed bar and spoil our guest with top to bottom shelf bourbons, craft brews, and fun over-sized drinks. If someone is not an expert in bourbon (but wants to be), then our classes will provide a fun interactive way of becoming one! Our after-dinner seating area will boast leather couches for a cool and comfortable space to hang out in a place with electric energy. For the newer players or a fun twist for date nights there will be interactive pool tables with video images on the pool tables that react to the balls moving on the table. A high-end area for darts will also add a touch of class and sport, catering to the competitive spirit.

Six video gaming machines will allow our guests to test their luck.

Sitting above it all with a stunning view of the entire place will be an elegantly designed mezzanine. This area will be the perfect place for local and out of state corporations to host regional meetings and gatherings with all the amenities. Including large conference tables and access to video displays. On the weekends, the conference room vibe will turn into a member's club and access to two 9' pool tables and a perfect space for hosting parties and events.

Lastly, in owning the title of a truly world-class pool hall, a full pro shop/ gift shop will provide plenty of gift ideas, t-shirts and apparel along with a full line of pool cues and accessories to make this a key destination to visit and re-visit when coming to Chicago.

Warm regards,

Darick Ammons





MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
February 23, 2026

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

ABSENT: None

OTHERS: Mr. Dan Gombac – Director, 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.

Old Business

There was no old business to discuss.

New Business

- f. Ordinance – Amending Section 3-3-7-5(C) of the City Code to expand the number of Class E liquor licenses from five (5) to six (6).**

Mr. Ryan Murphy, City Planner, stated that the petition would be to expand the number of liquor licenses for gas stations to sell beer and wine. He stated that the petition benefit G2M, the gas station on the corner of Plainfield and Clarendon Hills Road, which had been the only remaining gas station in Darien without the liquor license. He further stated that this would provide the opportunity for City Council to meet the business.

Mr. Dan Gombac, Director reported that the Mayor would be the liquor commissioner approving any licenses.

Alderman Ted Schauer questioned how much of the store would be taken up by liquor.

The owner of G2M stated that they would do a slight expansion to allow a cooler for beer and wine.

Alderman Stompanato made a motion, seconded by Alderman Schauer approving an Ordinance amending Section 3-3-7-5(C) of the City Code to expand the number of Class E liquor licenses from five (5) to six (6).

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

h. PZC-26-1 – Rezone, Site Plan Approval (Hussain Koita – 2505 75th Street).

Mr. Murphy stated that the petition would be a rezone and site plan approval for a sign shop consisting of office space, warehousing and assembly. He stated that there would be staff parking in the front and a trash enclosure and loading area in the rear. He further stated that the PZC recommended approval with the condition that the trash enclosure be moved closer to the building. Mr. Murphy provided a brief history of the property's development, and stated that the site plan complies with zoning regulations. He stated that the residents are opposed to the fence, but it is a requirement under the city zoning code that the petitioner plans to comply with.

Mr. Gombac reported that Haraldsen's is the neighbor to the west, and when purchased, the fence had been 50-70 feet from the property line, which gives the illusion that the resident behind him has more property. He reported that Alderman Gustafson has been involved, and asked the petitioner to provide trees, but the city cannot mandate this. He further reported that if a condition had been proposed to move the fence in and put landscaping behind it, there would be agreements to consider regarding policing, but that would be between the owner and the resident.

Mr. Murphy clarified that the fence would be required unless a variation was proposed.

Chairperson Belczak questioned if the PZC recommended specific numbers with their condition to move the trash enclosure.

Mr. Murphy stated that they had not given an exact measurement. He stated that if the condition would be approved, it would be approximately 60-70 feet from the property line.

Chairperson Belczak stated that they should have a number certain by the time the petition is presented to city council.

Mr. Gombac clarified that the dumpster would be enclosed, so it would not be seen out in the open.

There was some discussion regarding the landscaping spaces shown on the site plan.

The committee clarified that the proposed condition would still allow for the required turning radius and BMPs.

Mrs. Grace Kwak, resident abutting the subject property, stated that the neighbors would not be challenging the rezoning or business, they just requested the trash be moved closer to the building and the fence be removed. She stated that the property would only be zoned B-2 because of the adjacent properties, not because it met all the requirements. She further stated that if they were to put a fence up, it would be along 65 feet of her property line and would be very difficult to connect a fence to in the future.

Mr. Gombac clarified that she would be able to place a fence in the easement.

Mrs. Kwak stated that there would be a 10-foot area unfenced, so it would make it difficult for her to connect a fence on her property. She further stated that much of the existing landscaping would need to come out, so her and her neighbor would be looking out at the fence that would not serve a functional purpose and be an eyesore. Mrs. Kwak requested that the fence be kept in line with the adjacent business properties or use the funds instead to put in mature landscaping. She stated her confusion with whether or not the fence would be part of this approval.

Mr. Murphy clarified that there had not been a variation requested, so the fence would be included in the regular building requirements.

Mrs. Kwak stated that she drove to the other B-2 parcels in Darien and they did not have fencing at the property line. She stated that she had asked the petitioner if they would be willing to file a variance, but they stated they would only be complying with city code requirements.

Mr. Gombac clarified that each B-2 property would have different circumstances, some being part of specific PUDs and some having received variations.

There was further discussion regarding the different B-2 properties.

Mrs. Kwak stated that the fence would hinder the neighbors, not serve a functional purpose, and be an eyesore.

Chairperson Belczak questioned whether or not Mrs. Kwak liked fences.

Mrs. Kwak stated that she does, she just wouldn't be able to connect her own potential fence to this one.

Mr. Gombac confirmed that she would be able to connect her own fence, though there may be a slight offset. He further reported that the owner had agreed to compromise on the fence.

Chairperson Belczak clarified that the fence issue would not be before the committee, it would be up to the property owner to decide whether or not to apply for a variation. He stated that the development property had been part of the city's comprehensive plan.

There was some clarification regarding the easement zoning.

Mr. Gombac reiterated that putting a fence up would be the right of the property owner.

Alderman Eric Gustafson, Ward Six, stated that he would like to thank the owner for choosing Darien, and that it would be a good addition to the city. He stated that the neighbors would like to see the fence removed and place landscaping instead, or at least include a row of bushes facing the neighbor properties. He further stated that the lighting in the rear should not shine in backyards, that the rear doors stay closed during manufacturing to keep noise to a minimum, and that they should limit security cameras facing the rear.

The committee further emphasized that the neighbors should meet with the owner to work out any issues with the development.

Alderman Schauer made a motion, seconded by Alderman Stompanato approving PZC-26-1 – Rezone, Site Plan Approval (Hussain Koita – 2505 75th Street).

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

Chairperson Belczak announced that the petition would move to city council on March 2.

Mr. Murphy clarified that the committee would like staff to establish the minimum number of feet for the trash enclosure.

g. PZC-25-1 – Final Plat of Subdivision David Mulé – 2220 Manning Road.

Mr. Murphy stated that this would be a civil petition to split the lot on Manning Road, and that it would be a streamlined process. He stated that there had been a man-made wetland created by the previous owner, but there had been no objections made at the public hearing and the Planning, Zoning, and Economic Development Commission had recommended the petition for approval.

Mr. Gombac reported that depending on the wetland, they may be required to submit buffer designations to the county, which the petitioner had been aware of.

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

Alderman Stompanato made a motion, seconded by Alderman Schauer approving PZC-25-1 – Final Plat of Subdivision David Mulé – 2220 Manning Road.

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

- a. Motion – Authorizing the Mayor to enter into a contract with Builders Paving, LLC., for the 2026 Street Program as per the following schedule of pricing, pending 2026/27 Budget approval; Base bid - \$1,239,444.12; Alternate 1 - \$88,500.00; Alternate 2 - \$175,147.21; for a total amount not to exceed \$1,503,091.33.**
- b. Motion – Authorizing the Mayor and City Clerk, to execute an Intergovernmental Agreement with the Center Cass School District, for the reimbursement of Cass Junior High School parking lot paving maintenance at 8502 Bailey Rd. through the City of Darien’s 2026 Road Maintenance Contract with Builders Paving, LLC as per the contract unit pricing and a contingency in an amount not to exceed \$175,147.21.**

Mr. Gombac reported that getting earlier bids would allow better pricing and construction to be completed sooner. He reported that the base bid would include designated roadways and patching throughout town. He further reported that Cass Junior High had reached out to be included in the bid, which would include repaving their entire parking lot, providing value engineering at no cost, and the IGA would go to their meeting in March.

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

Alderman Schauer made a motion, seconded by Alderman Stompanato authorizing the Mayor to enter into a contract with Builders Paving, LLC., for the 2026 Street Program as per the following schedule of pricing, pending 2026/27 Budget approval; Base bid - \$1,239,444.12; Alternate 1 - \$88,500.00; Alternate 2 - \$175,147.21; for a total amount not to exceed \$1,503,091.33, and authorizing the Mayor and City Clerk, to execute an Intergovernmental Agreement with the Center Cass School District, for the reimbursement of Cass Junior High School parking lot paving maintenance at 8502 Bailey Rd. through the City of Darien's 2026 Road Maintenance Contract with Builders Paving, LLC as per the contract unit pricing and a contingency in an amount not to exceed \$175,147.21.

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

- c. Motion – Authorizing the Mayor to enter into a contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control, within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$62,067.00 for the 2026 Landscape Fertilization Services.**

Mr. Gombac reported that this contract had been reevaluated to consider the economies of scale, and that they would reduce the frequency to achieve the same result. He reported that this would provide \$10,000 in savings, and they were happy with the bid results. He further reported that a biodegradable product would be applied two to three times per year to prevent weeds in the rip rap areas.

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

Alderman Stompanato made a motion, seconded by Alderman Schauer authorizing the Mayor to enter into a contract with TruGreen Limited Partnership for six (6) various fertilizer applications and (3) three applications for planting beds and weed control, within rip rap areas and tree fertilization for 75th Street, in an amount not to exceed \$62,067.00 for the 2026 Landscape Fertilization Services.

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

- d. Motion – Authorizing temporarily waiving certain building permit fees for a period of March 3, 2026-April 30, 2027.**

Mr. Gombac noted that the dates listed on the agenda should be March 3, 2026 – April 30, 2027, coming out to a full year. He reported that this would cover fencing permits, roof permits, drive ways, sidewalks and certain patios, anything that would not need to be sent out to a third party for inspections. He further reported that the permits would include zoning and wetlands, and the value of the discount would be approximately \$20,000, a gesture to encourage residents to get work done on their homes.

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

Alderman Schauer made a motion, seconded by Alderman Stompanato authorizing temporarily waiving certain building permit fees for a period of March 3, 2026-April 30, 2027.

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

- e. Motion – Authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.**

Mr. Gombac reported that the city maintains certain turf areas through agreements, and that if they didn't participate there would be high grass and less mowing intervals. He reported that the city had prided itself on aesthetics, and the county had re-evaluated agreements in a take-it or leave-it offer.

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

Alderman Stompanato made a motion, seconded by Alderman Schauer authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for mowing along County roads and rights of way.

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

- i. Ordinance – Text amendments to Title 5A (Zoning Regulations) to update commercial vehicle parking restrictions and overweight vehicle parking restrictions on private property, including overnight parking (applies to all zoning districts within the City).**

Mr. Gombac reported that this item would become a recommendation based on all previous discussions, and they had wanted to give an additional opportunity for any residents to speak on the issue.

A resident in the audience stated that the crowd at the initial meeting had been nasty, and that everyone should have to follow the law. The resident stated that she agreed with these people and their businesses, as her husband is a truck driver, but for many people in Darien, their biggest asset is their house, and those that don't take care of their properties bring property values down. She further stated that one resident had intimidated the crowd to not speak up against him, but people need to get along with their neighbors. The resident stated that not upholding the ordinance would decrease property values for all working people.

There was some discussion regarding a specific residence and whether or not they comply with code requirements.

Mr. Gombac stated that they would continue to monitor the situation and try to compromise with the resident.

The committee agreed that they had discussed the issue fully and that if any other issues came about, it could be revisited in the future.

Alderman Stompanato made a motion, seconded by Alderman Schauer approving an Ordinance for Text amendments to Title 5A (Zoning Regulations) to update commercial vehicle parking restrictions and overweight vehicle parking restrictions on private property, including overnight parking (applies to all zoning districts within the City).

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

j. Minutes – January 26, 2026 Municipal Services Committee

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

Alderman Schauer made a motion, seconded by Alderman Stompanato approving the January 26, 2026 Municipal Services Committee Meeting Minutes.

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

Director's Report

Mr. Gombac reported that the Plainfield and Cass wall project would be going to bid soon and he hoped to have pricing by the end of March and work through a minor issue with ComEd.

He reported that a vehicle had hit the marquee sign and they would have to replace one screen, sign panels, landscaping and bricks.

He reported that there had not been a change in the status of the condo project by Modell, and that the developer would be working out some issues with stormwater routing and agreements with the residents next to the property. He further reported that the lot would need to be cleaned up by the spring and provide a final plat to city hall.

Next Scheduled Meeting

Chairperson Belczak announced that the next meeting is scheduled for Monday, March 24, 2026.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, seconded by Alderman Stompanato to adjourn. Upon voice vote, the MOTION CARRIED UNANIMOUSLY, and the meeting adjourned at 7:42 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belzak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman