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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

April 20, 2026

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [April 6, 2026](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department — [March 2026](#)
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — [25-26-24](#)
 - B. Monthly Report — [March 2026](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**

15. Old Business
16. Consent Agenda
 - A. Motion Approving the Darien Youth Club and Darien Lions Club [Opening Day Parade](#) on Saturday, April 25, 2026 and Waive the Police Department Expenses
 - B. Motion Approving the [Release of Executive Session Minutes](#) That no Longer Requires Confidentiality
 - C. Motion to Enter into an [Agreement with Clarke Mosquito](#) for Three Years
 - D. 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
17. New Business
 - A. Motion Approving a [Memorandum of Understanding \(MOU\) between the City of Darien and the Darien Lions Club](#) for the 2026 Darien Fest and 2026 October Fest
 - B. Motion [Authorizing the Plainfield Road Rear Wall Retaining Project at the Southeast Corner of Plainfield Road and Cass Ave](#) in an Amount not to Exceed \$751,204.00, with a Reimbursement from the County of DuPage, as per the Intergovernmental Agreement on File in an Amount of Approximately \$381,484.00 Pending Final Quantities and
 - C. Motion Authorizing the Mayor to Enter into a [Contract with Landworks Limited for the Plainfield Road Rear Wall Project](#), in an Amount not to Exceed \$422,527.47 as Per the Schedule of Pricing and
 - D. Motion [Authorizing a Public Works Drainage Project as Part of the Plainfield Road Rear Wall Project to JC Landscaping](#) in an Amount not to Exceed \$86,200 as per the Schedule of Pricing and
 - E. Motion [Authorizing an Expenditure for Down Lighting, Electrical Lighting Components, Com Ed Service and Installation](#) as Part of the Plainfield Road Rear Wall Project in an Amount not to Exceed \$25,000.00 as per the Schedule of Pricing and
 - F. Approval of a Motion [Authorizing an Expenditure for the Purchase and Installation Services of Select Trees, Planting and Mulching](#) to Spring Grove Nursery (Supplier) and Apex Landscaping (Installer) in an Amount not to Exceed \$17,288.00, in Accordance with the Schedule of Pricing and
 - G. Motion [Authorizing an Expenditure for the Removal and Replacement of the Curb and Gutter through the City's Approved 2026 Concrete Contract](#) with Suburban Concrete, at the Contract Unit Pricing for Linden Ave and Plainfield Road, as part of the Plainfield Road Rear Wall Project, Radius Widening in an Amount not to Exceed \$10,512.00 as per the Schedule of Pricing and
 - H. Motion [Authorizing an Expenditure for the Milling and Resurfacing through the City's Approved 2026 Road Maintenance Program](#) with Builders Paving, at the Contract Unit pricing for Linden and Plainfield Road as part of the Plainfield Road Rear Wall Project, Radius Widening in an Amount not to Exceed \$25,000.00 as per the Schedule of Pricing and
 - I. Motion [Authorizing a Contingency in the Amount of \\$58,531.00](#) for any Unforeseen Project Conditions or Additions that May be Required

- J. A Resolution Authorizing the Execution of a [Letter of Intent for Continued Participation in the DuPage Police Records Management System \(PRMS\)](#)
- 18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
- 19. Adjournment

THE 2026-2027 BUDGET PUBLIC HEARING WAS CALLED TO ORDER AT 7:04 P.M. BY MAYOR MARCHESE. THE PUBLIC HEARING ADJOURNED AT 7:05 P.M.

A WORK SESSION WAS CALLED TO ORDER AT 7:05 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE APRIL 6, 2026 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:25 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

APRIL 6, 2026

7:30 P.M.

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Thomas J. Belczak	Ted V. Schauer
	Eric K. Gustafson	Ralph Stompanato
	Joseph A. Kenny	Mary Coyle Sullivan
	Gerry Leganski	

Absent: None

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

4. **DECLARATION OF A QUORUM** – There being seven aldermen present, Mayor Marchese declared a quorum.

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

There were none.

6. **APPROVAL OF MINUTES**

A. Administrative/Finance Committee-of-the-Whole – February 18, 2026

It was moved by Alderman Kenny and seconded by Alderman Schauer to approve the minutes of the Administrative/Finance Committee-of-the-Whole of February 18, 2026

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. Administrative/Finance Committee-of-the-Whole – February 25, 2026

It was moved by Alderman Schauer and seconded by Alderman Belczak to approve the minutes of the Administrative/Finance Committee-of-the-Whole Meeting of February 25, 2026.

Roll Call: Ayes: Belczak, Gustafson, Leganski, Schauer, Stompanato

Abstain: Kenny, Stompanato

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Alderman Kenny noted he was not in attendance due to a family emergency.

C. City Council Meeting – March 2, 2026

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak approve the minutes of the City Council Meeting of March 2, 2026.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderwoman Sullivan received communication from Kelly Glisan regarding several issues, which included police response calls, stoplights, and busing at Cass District 63; she forwarded concerns to respective parties.

Alderman Kenny read email from resident, Dan Tischler, expressing appreciation for the care and attention given to our community by the City of Darien. He stated, “We are not just fortunate to live in a nice place, but in a GREAT place to live and raise a family!”

8. **MAYORS REPORT**

A. RECOGNITION – HEART OF DARIEN AWARD – DR. CHRISTOPHER REILLY, ROTARY CLUB OF DARIEN

Mayor Marchese chose Dr. Reilly as recipient of “Heart of Darien Award” for his dedicated time and effort in making Darien and the world a better place to live. Mayor Marchese highlighted Dr. Reilly’s contributions as a charter member of the Rotary Club of Darien, which included helping to create Rotary’s Grant-in-Aid Program and being instrumental with Food for Kids supplemental nutrition program and Dictionary Program. He also led projects helping senior citizens and supporting the Darien Historical Society. As a Rotarian, Dr. Reilly served in many leadership roles, most notably, representing the Rotary as Governor for District 6450 and currently serving as Rotary Foundation Chair.

For decades, Dr. Reilly has given part of his heart to our community in making Darien “A Nice Place to Live.” Mayor Marchese honored him with a “Heart of Darien Award.” Due to health reasons, Dr. Reilly attended in spirit; Priti Shah, President, Rotary Club of Darien, was honored to accept the award on his behalf.

B. CONSIDERATION OF A MOTION TO APPROVE A RESOLUTION OF THE CITY OF DARIEN IN SUPPORT OF THE ILLINOIS AMERICA250 COMMEMORATION

Mayor Marchese read the resolution into record.

It was moved by Alderman Stompanato and seconded by Alderman Belczak to approve the motion as presented.

RESOLUTION NO. R-04-26 A MOTION TO APPROVE A RESOLUTION OF THE CITY OF DARIEN IN SUPPORT OF THE ILLINOIS AMERICA250 COMMEMORATION

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

 Nays: None

 Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Mayor Marchese encouraged all local organizations to be involved in planning the celebration of America’s 250th Anniversary.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – ANNUAL REPORT 2025

Chief Thomas presented 2025 Annual Report and highlighted the following topics: Crime, Crashes, Concerns, Partnerships, Community Engagement, and Investments.

Chief Thomas spoke of the March 26 incident on the 1000 block of Janet Avenue involving a subject experiencing a mental health crisis. He commented on communication channels used for community alerts, law enforcement response/procedures and information dissemination restrictions.

Chief Thomas addressed Council question regarding new officers.

B. MUNICIPAL SERVICES – NO REPORT

Director Gombac commented that owner of 9sting, proposed billiard facility at Chestnut Court, inquired about an economic incentive. Information will be sent to Council.

Director Gombac addressed Council inquiries regarding streetlight at the corner of Hinswood Drive & Frontage Road, Walmart EV Charging Station, refuse in wetland area, condominiums on Plainfield Road and IDOT I55/Cass Avenue ramp closures. Alderwoman Sullivan read IDOT notification regarding I55.

Alderwoman Sullivan thanked Director Gombac for contacting Christopher B. Burke Engineering, Ltd. regarding communication/postcards sent to residents about Tara Hill North Basin Control Burn. Director Gombac commented on logistics of control-led burn.

Mayor Marchese inquired about tree removal and backyard work along Plainfield Road between Cass & Linden Avenues. Director Gombac stated ComEd is removing trees in order to relocated utility poles. He provided an update on the Plainfield Road Wall Project.

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 25-26-22

It was moved by Alderman Belczak and seconded by Alderman Stompanato to approve payment of Warrant Number 25-26-22 in the amount of \$669,754.99 from the enumerated funds, and \$360,568.45 from payroll funds for the period ending 03/05/26 for a total to be approved of \$1,030,323.44.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. WARRANT NUMBER 25-26-23

It was moved by Alderwoman Sullivan and seconded by Alderman Schauer to approve payment of Warrant Number 25-26-23 in the amount of \$206,559.82 from the enumerated funds, and \$676,640.43 from payroll funds for the periods ending 03/19/26 and 04/02/26 for a total to be approved of \$883,200.25.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

C. MONTHLY REPORT – FEBRUARY 2026

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of February 2026.

General Fund: Revenue \$17,847,268; Expenditures \$13,971,213; Current Balance \$7,976,042

Water & Water Depreciation Funds: Revenue \$7,302,295; Expenditures \$7,212,270 Current Balance \$3,300,092

Motor Fuel Tax Fund: Revenue \$793,854; Expenditures \$610,955; Current Balance \$782,856

Capital Improvement Fund: Revenue \$837,257; Expenditures \$2,881,485; Current Balance \$21,425,701

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for May 4, 2026 at 6:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for April 27, 2026 at 6:00 P.M.

Police Committee – Chairman Kenny announced the Police Committee meeting is scheduled for April 20, 2026 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

A. MOTION NO. M-41-26

A MOTION TO APPROVE:

•THE ANNUAL FOURTH OF JULY PARADE ON SATURDAY, JULY 4, 2026, BEGINNING AT 9:30 A.M., SPONSORED BY THE DARIEN LIONS CLUB AND

•AUTHORIZING THE POLICE DEPARTMENT TO ASSIST IN TRAFFIC CONTROL AND AUTHORIZING THE TEMPORARY CLOSURE OF STREETS FOR THE FOURTH OF JULY PARADE: FROM THE JEWEL PARKING LOT, NORTH ON CASS AVENUE TO 71ST STREET; EAST ON 71ST STREET TO CLARENDON HILLS ROAD; SOUTH ON CLARENDON HILLS ROAD TO HINSDALE SOUTH HIGH SCHOOL

B. MOTION NO. M-42-26

A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE WEST SUBURBAN SYMPHONY SOCIETY

C. MOTION NO. M-43-26

A MOTION TO ACCEPT A PROPOSAL FROM STEVE PIPER AND SONS, INC., FOR TUB

GRINDING SERVICES IN AN AMOUNT NOT TO EXCEED \$6,500.00

D. RESOLUTION NO. R-05-26 **A RESOLUTION FOR MAINTENANCE UNDER THE ILLINOIS HIGHWAY CODE (FY 2026/27 GENERAL MAINTENANCE)**

E. RESOLUTION NO. R-06-26 **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**

F. MOTION NO. M-44-26 **A MOTION TO ACCEPT 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 \$295,763.00**

G. MOTION NO. M-45-26 **A MOTION TO APPROVE 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)**

H. MOTION NO. M-46-26 **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**

I. ORDINANCE NO. O-10-26 **AN ORDINANCE AUTHORIZING PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM (MEMBERSHIP - EXHIBIT A)**

J. MOTION NO. M-47-26

A MOTION TO ACCEPT 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 \$34,950.00

K. MOTION NO. M-48-26

A MOTION TO ACCEPT 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 \$9,743.00

L. MOTION NO. M-49-26

A MOTION TO APPROVE 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

M. MOTION NO. M-50-26

A MOTION TO APPROVE A CONTINGENCY FOR UNFORESEEN DAMAGES TO UNDERGROUND, AND STRUCTURAL COMPONENTS, WATER THAT MAY REQUIRE REMOVAL AND REPLACEMENT AT A COST NOT TO EXCEED \$5,000.00 AT THE MARQUEE SITE ON THE SOUTHWEST CORNER OF PLAINFIELD RD. AND CASS AVE. 7702 CASS AVE

N. ORDINANCE NO. O-11-26

AN ORDINANCE APPROVING A MINOR PUD AMENDMENT AND FINAL PLAT OF SUBDIVISION (PZC-26-3: HOME DEPOT LOT SPLIT, 2101 W 75TH STREET)

O. ORDINANCE NO. O-12-26

AN ORDINANCE GRANTING A SPECIAL USE FOR AN AMUSEMENT USE (BILLIARDS) IN ACCORDANCE WITH THE DARIEN ZONING ORDINANCE (PZC-26-2: DARICK AMMONS, 7511 LEMONT ROAD)

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

17. NEW BUSINESS

A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE APPROVING THE 2026-2027 BUDGET

It was moved by Alderwoman Sullivan and seconded by Alderman Schauer to approve the motion as presented.

ORDINANCE NO. O-13-26

AN ORDINANCE APPROVING THE 2026-2027 BUDGET

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

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

Mayor Marchese commented on City being fortunate to have a strong tax base, doing well financially and being able to provide a budget that includes discretionary spending and maintenance with no increase to property taxes. He congratulated staff, Council, Alderwoman Sullivan on her leadership of Administrative/Finance Committee, Director Gombac, Chief Thomas and Administrator Vana. Alderman Kenny thanked Treasurer Coren. Alderwoman Sullivan expressed her gratification of the budget process and the collective effort by staff and leadership; she was pleased there was no increase to property taxes while still providing tremendous service.

EXECUTIVE SESSION – PERSONNEL SECTION 2(C)(1) OF THE OPEN MEETINGS ACT

It was moved by Alderman Schauer and seconded by Alderman Kenny to go into Executive Session for the purpose of discussion of Personnel Section 2(C)(1) of the Open Meetings Act at 8:24 P.M.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan
Nays: None
Absent: None
Results: Ayes 7, Nays 0, Absent 0
MOTION DULY CARRIED

It was moved by Alderman Schauer and seconded by Alderman Leganski to adjourn Executive Session.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan
Nays: None
Absent: None
Results: Ayes 7, Nays 0, Absent 0
MOTION DULY CARRIED

Executive Session adjourned at 8:59 P.M.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:59 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 04-06-26. Minutes of 04-06-26 CCM.

DRAFT

Darien Police Department

Monthly Report



March 2026

Prescription Drug Take Back Day

Darien Police Department assisted the Darien Environmental Committee at St. John’s Church with their attempt to keep prescription drugs out of the hands of people who shouldn’t have them out of our water supply, or landfills. They were able to collect 36 pounds of prescription drugs.

A reminder that the community has the opportunity to turn in prescription drugs at the Darien Police Department lobby when the lobby is open. In 2026 we took in 240 pounds of prescription drugs.

9-1-1 Telecommunicator Appreciation

The week of April 12-18, 2026 has been established as 9-1-1 National Telecommunicator Week.

Emergency Telecommunicators, also known as 9-1-1 operators, stand ready at all times - day or night - to answer the call when an emergency arises. This critical service, available to everyone, depends on a well-coordinated operation supported by strong leadership and effective management to ensure consistent and reliable performance. These operations, known within the industry as Public Safety Answering Points (PSAPs), rely on the dedication of skilled Telecommunicators, supervisors, and administrative personnel. Our PSAP is DuComm.

The Darien Police Department is proud to recognize the outstanding personnel from DuComm during this honored week.

Outreach / Community Notifications

01/09	Notice	National Law Enforcement Appreciation Day
01/16	Notice	Winter no parking reminder <1 inch of snow
01/22	Repost	City of Darien dressing for the cold and warming shelters
01/26	Alert	Fire 8400 Creekside
01/29	Notice	Protect your refund – fraud prevention
02/07	Repost	City of Darien don’t drink and drive for Super Bowl
02/18	Alert	HSHS walk out
02/26	Alert	Stolen vehicle investigation
02/28	Repost	City of Darien Military Banner Program
03/04	Alert	Residential fire at High and Plainfield
03/10	Repost	National Weather Service – serve weather
03/11	Alert	Solicitors
03/15	Alert	Weather --- no street parking <1 in of snow
03/26	Alert	Weather --- serve thunderstorms
03/26	Alert	Police Response 1000 block of Janet
03/27	Notice	Press release & Code Red registration
03/28	Notice	Easter egg hunt at Community Park

Person Crime Summary

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
Homicide Offenses	0	0	0	0.0%	0.0%	0	0.0%	0.0
Murder & Non-Negligent Manslaughter	0	0	0	0.0%	0.0%	0	0.0%	0.0
Negligent Manslaughter	0	0	0	0.0%	0.0%	0	0.0%	0.0
Justifiable Homicide (NOT A CRIME)	0	0	0	0.0%	0.0%	0	0.0%	0.0
Non-Consensual Sex Offenses	1	0	1	0.0%	0.0%	0	0.0%	4.6
Forcible Rape	1	0	1	0.0%	0.0%	0	0.0%	4.6
Forcible Sodomy	0	0	0	0.0%	0.0%	0	0.0%	0.0
Sexual Assault with an Object	0	0	0	0.0%	0.0%	0	0.0%	0.0
Forcible Fondling	0	0	0	0.0%	0.0%	0	0.0%	0.0
Assault Offenses	41	45	20	-8.9%	105.0%	21	51.2%	189.0
Aggravated Assault	0	0	0	0.0%	0.0%	0	0.0%	0.0
Simple Assault	34	38	15	-10.5%	126.7%	19	3.7%	156.7
Intimidation	7	7	5	0.0%	40.0%	2	5.7%	32.3
Kidnapping	0	0	0	0.0%	0.0%	0	0.0%	0.0
Non-Forcible Sex Offenses	0	0	0	0.0%	0.0%	0	0.0%	0.0
Incest	0	0	0	0.0%	0.0%	0	0.0%	0.0
Statutory Rape	0	0	0	0.0%	0.0%	0	0.0%	0.0
Human Trafficking Offenses	0	0	0	0.0%	0.0%	0	0.0%	0.0
Commercial Sex Acts	0	0	0	0.0%	0.0%	0	0.0%	0.0
Involuntary Servitude	0	0	0	0.0%	0.0%	0	0.0%	0.0
Crimes Against Persons Total	42	45	21	-6.7%	100.0%	21	50.0%	193.6

Property Crime Summary

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
Robbery	0	0	0	0.0%	0.0%	0	0.0%	0.0
Burglary	4	7	4	-42.9%	0.0%	2	50.0%	18.4
Theft Offenses	19	31	34	-38.7%	-44.1%	0	0.0%	87.6
Pocket Picking	0	0	0	0.0%	0.0%	0	0.0%	0.0
Purse Snatching	0	0	0	0.0%	0.0%	0	0.0%	0.0
Retail Theft	6	14	11	-57.1%	-45.5%	9	150.0%	27.7
Theft from Building	0	0	0	0.0%	0.0%	0	0.0%	0.0
Theft from Coin Operated Machine	0	0	0	0.0%	0.0%	0	0.0%	0.0
Theft from Motor Vehicle	1	5	1	-80.0%	0.0%	0	0.0%	4.6
Theft of Motor Vehicle Parts	0	1	1	-100.0%	-100.0%	0	0.0%	0.0
All other Thefts	12	11	21	9.1%	-42.9%	1	8.3%	55.3
Motor Vehicle Theft	1	1	2	0.0%	-50.0%	0	0.0%	4.6
Arson	1	0	0	0.0%	0.0%	0	0.0%	4.6
Destruction of Property	12	13	8	-7.7%	50.0%	6	50.0%	55.3
Forgery	2	1	2	100.0%	0.0%	1	50.0%	9.2
Fraud Offense	23	23	43	0.0%	-46.5%	0	0.0%	106.0
False Pretenses	14	10	1	40.0%	1300.0%	1	7.1%	64.5
Credit Card Fraud	1	1	2	0.0%	-50.0%	0	0.0%	4.6
Impersonation	0	3	39	-100.0%	-100.0%	2	0.0%	0.0
Welfare Fraud	0	0	0	0.0%	0.0%	0	0.0%	0.0
Wire Fraud	1	0	0	0.0%	0.0%	0	0.0%	4.6
Identity Fraud	7	9	1	-22.2%	600.0%	1	14.3%	32.3
Computer Hacking	0	0	0	0.0%	0.0%	0	0.0%	0.0
Embezzlement	0	0	0	0.0%	0.0%	0	0.0%	0.0
Extortion	0	0	0	0.0%	0.0%	0	0.0%	0.0
Bribery	0	0	0	0.0%	0.0%	0	0.0%	0.0
Stolen Property Offenses	0	1	0	-100.0%	0.0%	0	0.0%	0.0
Crimes Against Property Total	62	77	93	-19.5%	-33.3%	9	14.5%	285.7

Total Person & Property Crimes

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
Crimes Against Persons Total	42	45	21	-6.7%	100.0%	0	0.0%	193.6
Crimes Against Property Total	62	77	93	-19.5%	-33.3%	0	0.0%	285.7
Total Person & Property Crimes	104	122	114	-14.8%	-8.8%	0	0.0%	479.3

Societal Crime Summary

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
Drug Violations	8	6	28	33.3%	-71.4%	5	62.5%	36.9
Drug Equipment Violations	1	0	0	0.0%	0.0%	0	0.0%	4.6
Gambling Offenses	0	0	0	0.0%	0.0%	0	0.0%	0.0
Pornography	0	0	3	0.0%	-100.0%	0	0.0%	0.0
Prostitution	0	0	0	0.0%	0.0%	0	0.0%	0.0
Weapons Law Violation	0	3	0	-100.0%	0.0%	3	0.0%	0.0
Animal Cruelty	1	0	0	0.0%	0.0%	0	0.0%	4.6
Crimes Against Society Total	10	9	31	11.1%	-67.7%	8	80.0%	46.1
Total Group "A" Offenses	114	131	145	-13.0%	-21.4%	8	7.0%	525.4

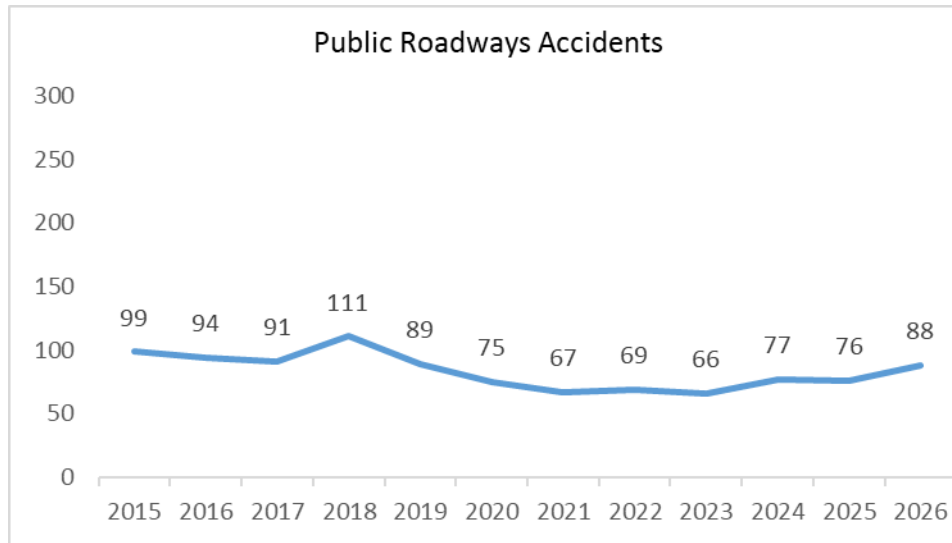
Other Crime Summary

Offense	YTD 2026	YTD 2025	YTD 2021	1 Year % Change	5 Year % Change	Offenses Cleared	2025 % Cleared	Rate Per 100,000
Bad Checks	0	0	0	0.0%	0.0%	0	0.0%	0.0
Curfew	0	0	0	0.0%	0.0%	0	0.0%	0.0
Disorderly Conduct	16	26	7	-38.5%	128.6%	8	50.0%	73.7
DUI	15	13	17	15.4%	-11.8%	13	86.7%	69.1
Family Offenses (Non-Violent)	2	2	0	0.0%	0.0%	1	50.0%	9.2
Liquor Law Violation	6	6	2	0.0%	200.0%	6	100.0%	27.7
Peeping Tom	0	0	0	0.0%	0.0%	0	0.0%	0.0
MRAI	0	0	1	0.0%	-100.0%	0	0.0%	0.0
Trespass	8	6	2	33.3%	300.0%	5	62.5%	36.9
All Other Crimes	33	32	54	3.1%	-38.9%	30	90.9%	152.1
Total Group B Offenses	80	85	83	-5.9%	-3.6%	63	78.8%	368.7

Traffic Crash Summary

	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Year Change	5 Year Change	10 Year Change
Private Property	39	24	37	45	62.5%	5.4%	15.4%
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Year Change	5 Year Change	10 Year Change
Public Way							
No Injuries	76	66	57	74	15.2%	33.3%	-2.6%
Injury	12	10	10	19	20.0%	20.0%	58.3%
Fatal	0	0	0	0	0.0%	0.0%	0.0%
Total	88	76	67	93	15.8%	31.3%	5.7%
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Year Change	5 Year Change	10 Year Change
Fatalities	0	0	0	1	0.0%	0.0%	0.0%
Hit & Run	9	7	7	6	28.6%	28.6%	-33.3%
DUI	1	0	1	0	0.0%	0.0%	-100.0%

Year to Date Crashes



Calls for Service Summary

Citizen Generated Events (Beat & Hour of Day)

	<u>YTD</u> <u>2026</u>	<u>YTD</u> <u>2025</u>	<u>YTD</u> <u>2021</u>	<u>YTD</u> <u>2016</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Location							
Beat 1	27.9%	21.8%	23.2%	30.4%	27.6%	20.3%	-8.3%
Beat 2	19.8%	19.8%	20.4%	27.9%	0.5%	-2.7%	-28.9%
Beat 3	33.8%	41.1%	37.3%	40.5%	-17.6%	-9.2%	-16.4%
Out of Town	0.4%	0.3%	0.3%	1.3%	34.4%	26.5%	-65.9%
Hour of Day							
0600	25	16	23	27	56.3%	8.7%	-7.4%
0700	51	43	45	42	18.6%	13.3%	21.4%
0800	52	61	75	71	-14.8%	-30.7%	-26.8%
0900	75	68	74	59	10.3%	1.4%	27.1%
1000	81	89	97	104	-9.0%	-16.5%	-22.1%
1100	104	74	82	111	40.5%	26.8%	-6.3%
1200	97	86	88	99	12.8%	10.2%	-2.0%
1300	100	88	118	134	13.6%	-15.3%	-25.4%
1400	109	106	93	138	2.8%	17.2%	-21.0%
1500	106	108	110	117	-1.9%	-3.6%	-9.4%
1600	122	120	103	118	1.7%	18.4%	3.4%
1700	96	107	88	119	-10.3%	9.1%	-19.3%
Shift 1	1018	966	996	1139	5.4%	2.2%	-10.6%
1800	100	76	87	113	31.6%	14.9%	-11.5%
1900	80	93	54	81	-14.0%	48.1%	-1.2%
2000	63	72	58	86	-12.5%	8.6%	-26.7%
2100	70	67	52	64	4.5%	34.6%	9.4%
2200	55	52	41	71	5.8%	34.1%	-22.5%
2300	49	40	45	54	22.5%	8.9%	-9.3%
0000	50	35	46	26	42.9%	8.7%	92.3%
0100	34	31	31	23	9.7%	9.7%	47.8%
0200	34	39	24	28	-12.8%	41.7%	21.4%
0300	28	32	25	18	-12.5%	12.0%	55.6%
0400	12	26	15	21	-53.8%	-20.0%	-42.9%
0500	30	20	16	24	50.0%	87.5%	25.0%
Shift 2	605	583	494	609	3.8%	22.5%	-0.7%
Total	1623	1549	1490	1748	4.8%	8.9%	-7.2%

Calls for Service Summary

Officer Initiated Events (Beat & Hour of Day)

	<u>YTD</u> <u>2026</u>	<u>YTD</u> <u>2025</u>	<u>YTD</u> <u>2021</u>	<u>YTD</u> <u>2016</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Location							
Beat 1	7.3%	6.0%	8.0%	28.3%	21.2%	-9.1%	-74.4%
Beat 2	4.8%	4.6%	5.6%	29.2%	4.3%	-13.6%	-83.4%
Beat 3	8.3%	10.4%	10.9%	31.6%	-20.7%	-24.2%	-73.9%
Out of Town	1.0%	0.5%	1.2%	0.1%	90.4%	-15.4%	1000.0%
Hour of Day							
0600	14	14	37	141	0.0%	-62.2%	-90.1%
0700	39	65	64	390	-40.0%	-39.1%	-90.0%
0800	52	75	71	708	-30.7%	-26.8%	-92.7%
0900	61	93	80	575	-34.4%	-23.8%	-89.4%
1000	72	77	93	583	-6.5%	-22.6%	-87.7%
1100	56	95	97	437	-41.1%	-42.3%	-87.2%
1200	45	78	69	318	-42.3%	-34.8%	-85.8%
1300	50	67	86	253	-25.4%	-41.9%	-80.2%
1400	52	54	76	214	-3.7%	-31.6%	-75.7%
1500	36	48	86	242	-25.0%	-58.1%	-85.1%
1600	39	34	81	382	14.7%	-51.9%	-89.8%
1700	21	32	60	348	-34.4%	-65.0%	-94.0%
Shift 1	537	732	900	4591	-26.6%	-40.3%	-88.3%
1800	40	54	116	314	-25.9%	-65.5%	-87.3%
1900	62	86	202	283	-27.9%	-69.3%	-78.1%
2000	68	77	166	247	-11.7%	-59.0%	-72.5%
2100	55	69	130	268	-20.3%	-57.7%	-79.5%
2200	79	68	137	205	16.2%	-42.3%	-61.5%
2300	62	60	125	204	3.3%	-50.4%	-69.6%
0000	45	46	111	473	-2.2%	-59.5%	-90.5%
0100	61	65	95	390	-6.2%	-35.8%	-84.4%
0200	45	34	72	346	32.4%	-37.5%	-87.0%
0300	28	23	44	317	21.7%	-36.4%	-91.2%
0400	19	17	29	265	11.8%	-34.5%	-92.8%
0500	14	5	14	210	180.0%	0.0%	-93.3%
Shift 2	578	604	1241	3522	-4.3%	-53.4%	-83.6%
Total	1115	1336	2141	8113	-16.5%	-47.9%	-86.3%

Traffic Enforcement Summary

Traffic Stops							
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Yr. Change	5 Yr. Change	10 Yr. Change
Total	NA	NA	NA	NA	0.0%	0.0%	0.0%
Citations							
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Yr. Change	5 Yr. Change	10 Yr. Change
Moving Citation	166	196	411	228	-15.3%	-59.6%	-27.2%
Moving Warning	389	516	828	280	-24.6%	-53.0%	38.9%
Total Moving	555	712	1239	508	-22.1%	-55.2%	9.3%
Non-Moving Citation	141	141	230	105	0.0%	-38.7%	34.3%
Non-Moving Warning	206	336	547	230	-38.7%	-62.3%	-10.4%
Total Non-Moving	347	477	777	335	-27.3%	-55.3%	3.6%
Total Warning	595	852	1375	510	-30.2%	-56.7%	16.7%
Total Citations	307	337	641	333	-8.9%	-52.1%	-7.8%
Total Enforcement Actions	902	1189	2016	843	-24.1%	-55.3%	7.0%
DUI Arrests							
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Yr. Change	5 Yr. Change	10 Yr. Change
Total	15	13	17	NA	15.4%	-11.8%	0.0%
Category							
	YTD 2026	YTD 2025	YTD 2021	YTD 2016	1 Yr. Change	5 Yr. Change	10 Yr. Change
ALCOHOL / CANNABIS	8	4	28	0	100.0%	-71.4%	0.0%
DISTRACTED	24	34	103	48	-29.4%	-76.7%	-50.0%
EQUIPMENT	78	102	322	88	-23.5%	-75.8%	-11.4%
INSURANCE	56	61	112	47	-8.2%	-50.0%	19.1%
LANE	41	39	57	41	5.1%	-28.1%	0.0%
LICENSE	42	49	109	31	-14.3%	-61.5%	35.5%
OTHER	6	11	36	6	-45.5%	-83.3%	0.0%
REGISTRATION	162	260	209	166	-37.7%	-22.5%	-2.4%
SEAT BELT	4	5	3	1	-20.0%	33.3%	300.0%
SIGNAL	11	17	32	21	-35.3%	-65.6%	-47.6%
SPEED	284	378	816	268	-24.9%	-65.2%	6.0%
STOP SIGN OR SIGNAL	160	192	154	110	-16.7%	3.9%	45.5%
TURNING	13	19	19	9	-31.6%	-31.6%	44.4%
YIELD	13	18	16	7	-27.8%	-18.8%	85.7%

Citizen Concern Summary

<u>Location</u>	<u>Issue</u>	<u>Dates Monitored</u>	<u>Police Response</u>
Farmingdale Drive 75 th Street to 79 th Street	Speeding	1/10/25 - 1/24/25	25 Observations / 534 Minutes 3 Warnings / 0 Citations
Walmart Exit to Lyman	Illegal Turn	2/18/26 - 3/18/26	58 Observations / 1525 Minutes 43 Warnings / 2 Citations
69 th / Wilmette	Stop Sign	3/11/26 - 4/22/26	4 Observations / 95 Minutes 2 Warnings / 0 Citations
7900 Blk Bailey Rd	Speeding	3/16/26 - 4/3/26	32 Observations / 700 Minutes 8 Warnings / 4 Citations



CITY OF DARIEN

EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
April 20, 2026

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

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

General Fund			\$116,698.16
Water Fund			\$400,323.51
Motor Fuel Tax Fund			\$98,119.21
Stormwater Management Fund			\$1,435.00
Special Service Area Tax Fund			
State Drug Forfeiture Fund			\$242.48
Federal Equitable Sharing Fund - Justice			
Federal Equitable Sharing Fund - Treasury			
Impact Fee Expenditures			
Capital Improvement Fund			\$2,190.00
Cannabis Fund			
DUI Technology Fund			
		<i>Subtotal:</i>	<u>\$619,008.36</u>
General Fund Payroll	04/16/26	\$	319,509.07
Water Fund Payroll	04/16/26	\$	38,555.36
		<i>Subtotal:</i>	<u>\$ 358,064.43</u>

<i>Total to be Approved by City Council:</i>	<u>\$977,072.79</u>
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Approvals:

Joseph A. Marchese, Mayor

JoAnne E. Ragona, City Clerk

Michael J. Coren, Treasurer

Bryon D. Vana, City Administrator

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ABILA	ABILA RENEWAL	AP042026	4225	Maintenance - Equipment	9,117.47
ACCURATE EMPLOYMENT SCREENING	SOLICITOR BACKGROUND CHECKS	AP042026	4219	Liability Insurance	10,468.55
AIS	ENDPOINT DETECTION/RESPONSE -APRIL 2026	AP042026	4325	Consulting/Professional	213.28
AIS	ADOBE ACROBAT- PLZAK	AP042026	4325	Consulting/Professional	156.79
CHASE CARD SERVICES	DAILY HERALD SUBSCRIPTION	AP042026	4213	Dues and Subscriptions	19.00
CHASE CARD SERVICES	ZOOM SUBSCRIPTION	AP042026	4213	Dues and Subscriptions	16.99
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION	AP042026	4213	Dues and Subscriptions	19.96
CHASE CARD SERVICES	CITY HALL FAX	AP042026	4267	Telephone	79.69
CHASE CARD SERVICES	PUBLIC WORKS INTERNET	AP042026	4267	Telephone	326.96
CHASE CARD SERVICES	NEW MONITOR FOR SAENZ	AP042026	4325	Consulting/Professional	238.00
CHASE CARD SERVICES	BLUETOOTH MOUSE	AP042026	4325	Consulting/Professional	16.96
COMCAST	SIP SERVICE	AP042026	4267	Telephone	502.65
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES- MARCH 2026	AP042026	4345	Janitorial Service	1,943.00
INGSTRON CORP.	WEBSITE MAINTENANCE- FEB 2026	AP042026	4325	Consulting/Professional	605.00
INGSTRON CORP.	WEBSITE MAINTENANCE- MARCH 2026	AP042026	4325	Consulting/Professional	966.00
MGT IMPACT SOLUTIONS LLC	BRYON VANA 3/7	AP042026	4325	Consulting/Professional	3,750.00
MGT IMPACT SOLUTIONS LLC	BRYON VANA 3/14	AP042026	4325	Consulting/Professional	3,750.00
MGT IMPACT SOLUTIONS LLC	BRYON VANA 3/21	AP042026	4325	Consulting/Professional	3,750.00
MGT IMPACT SOLUTIONS LLC	BRYON VANA 3/28	AP042026	4325	Consulting/Professional	3,750.00
NICOR GAS	82541110001 1702 PLAINFIELD RD	AP042026	4271	Utilities (Elec,Gas,Wtr,Sewer)	315.84
PEERLESS NETWORK	POTS LINES	AP042026	4267	Telephone	218.13

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
PITNEY BOWES BANK INC	8000-9090-1155-0394	AP042026	4233	Postage/Mailings	102.00
PITNEY BOWES BANK INC -RESERVE	POSTAGE DOWNLOAD	AP042026	4233	Postage/Mailings	600.00
STATE GRAPHICS	SPRING NEWSLETTER -LAYOUT/PRINT	AP042026	4239	Public Relations	1,785.26
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP042026	4267	Telephone	777.38
				Total Administration	43,488.91

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
BELLA COSA JEWELERS	001*41473 CRYSTAL HEART	AP042026	4239	Public Relations	270.00
SUNCOM TV	CITY COUNCIL MEETING 3-2-26	AP042026	4206	Cable Operations	300.00
				Total City Council	570.00

CITY OF DARIEN
Expenditure Journal
General Fund
Darien Business Alliance
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHASE CARD SERVICES	WSCCE LUNCHEON	AP042026	4239	Public Relations	30.40
CHICAGO AREA RUNNERS ASSOC	CARA CERTIFICATION- 2026 DARIEN DASH	AP042026	4239	Public Relations	250.00
				Total Darien Business Alliance	280.40

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DON MORRIS ARCHITECTS P.C.	BUILDING CODE REVIEWS - MARCH 2026	AP042026	4328	Conslt/Prof Reimbursable	4,155.00
DON MORRIS ARCHITECTS P.C.	BUILDING CODE INSPECTIONS- MARCH 2026	AP042026	4328	Conslt/Prof Reimbursable	5,350.00
NORTHWEST COLLECTORS, INC.	KNUTTE AND ASSOCIATES	AP042026	4300	Bad Debt Expense	15.00
PITNEY BOWES BANK INC	8000-9090-1155-0394	AP042026	4233	Postage/Mailings	50.00
PITNEY BOWES BANK INC -RESERVE	POSTAGE DOWNLOAD	AP042026	4233	Postage/Mailings	80.00
VITAL INPECTION SERVICES	CODE ENFORCEMENT SERVICES- MARCH 2026	AP042026	4325	Consulting/Professional	3,930.00
				Total Community Development	13,580.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ALARM DETECTION SYSTEMS INC	ALARM // PW FAN PROJECT	AP042026	4815	Equipment	247.00
AMBER MECHANICAL CONTRACTORS	REPLACE SENSOR BOARDS / HVAC AT POLICE DEPT	AP042026	4223	Maintenance - Building	1,863.26
AMBER MECHANICAL CONTRACTORS	MAINTENANCE AGREEMENT #4 of 4	AP042026	4223	Maintenance - Building	1,930.00
CENTRAL SOD FARMS	KY BLUEGRASS 3-30-26	AP042026	4257	Supplies - Other	213.00
CENTRAL SOD FARMS	(Pallet returned/ see attached)	AP042026	4257	Supplies - Other	(15.00)
CERTIFIED POWER INC	7 IN DISPLAY	AP042026	4223	Maintenance - Building	551.71
CHASE CARD SERVICES	HAND SOAP FOR PD	AP042026	4273	Vehicle (Gas and Oil)	35.64
CHASE CARD SERVICES	BROCHURES FOR TREE PLANTING	AP042026	4350	Forestry	118.45
CHRISTOPHER B. BURKE ENG, LTD	DARIEN STANDBY GENERATOR - CONSTRUCTION ENGINEERING	AP042026	4223	Maintenance - Building	412.50
CHRISTOPHER B. BURKE ENG, LTD	DRAINAGE CONCERNS: SOUTH FRONTAGE RD/ CASS CONTINUING EAST	AP042026	4325	Consulting/Professional	717.00
CORE & MAIN	BLUE BANDS FOR WILDWOOD CT	AP042026	4257	Supplies - Other	2,644.00
CREATIVE POWDER COATING INC	MAILBOX ASSEMBLY PAINT	AP042026	4257	Supplies - Other	572.25
DESPLAINES MATERIAL & SUPPLY	SUPPLIES FOR WILDWOOD	AP042026	4257	Supplies - Other	1,682.50
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN 2-28-26	AP042026	4219	Liability Insurance	37.79
HENDERSON PRODUCTS, INC.	PLOW REPAIRS #105	AP042026	4229	Maintenance - Vehicles	1,445.67
HOME DEPOT	SUPPLIES FOR BUILDING MAINTENANCE	AP042026	4223	Maintenance - Building	678.44
HOME DEPOT	MISC PARTS /SUPPLIES	AP042026	4257	Supplies - Other	1,201.47

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/7/2026 Through 4/20/2026

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
IL STATE FIRE MARSHAL	POLICE DEPT BOILER INSPECTIONS	AP042026	4223	Maintenance - Building	200.00
INTERSTATE ALL BATTERY CENTER	CITY HALL GENERATOR	AP041026	4223	Maintenance - Building	149.95
INTERSTATE ALL BATTERY CENTER	BATTERIES FOR SPEED SIGNS	AP041026	4257	Supplies - Other	568.00
INTERSTATE ALL BATTERY CENTER	REISSUE	AP041026	4257	Supplies - Other	284.00
INTERSTATE ALL BATTERY CENTER	BATTERIES FOR FLASHING SIGNS	AP041026	4257	Supplies - Other	213.00
INTERSTATE ALL BATTERY CENTER	CREDIT FOR VOIDED CK 067600	APCREDIT041...	4223	Maintenance - Building	(149.95)
INTERSTATE ALL BATTERY CENTER	CREDIT FOR VOIDED CK 067600	APCREDIT041...	4229	Maintenance - Vehicles	(134.44)
INTERSTATE ALL BATTERY CENTER	CREDIT FOR VOIDED CK 067600	APCREDIT041...	4257	Supplies - Other	(284.00)
INTERSTATE ALL BATTERY CENTER	CREDIT FOR VOIDED CK 067600	APCREDIT041...	4257	Supplies - Other	(568.00)
INTERSTATE BATTERY SYSTEM	BATTERY	AP041026	4229	Maintenance - Vehicles	134.44
JSN CONTRACTORS SUPPLY	MARKING PAINT	AP042026	4257	Supplies - Other	873.60
JX ENTERPRISES INC	REPAIR PARTS FOR #105	AP042026	4229	Maintenance - Vehicles	609.00
JX ENTERPRISES INC	FILTER/DRYER FOR #106	AP042026	4229	Maintenance - Vehicles	1,150.30
JX ENTERPRISES INC	REPAIR PARTS FOR #106	AP042026	4229	Maintenance - Vehicles	85.65
KEVIN RUTKOWSKI	REIMBURSEMENT: MAILBOX	AP042026	4257	Supplies - Other	142.95
MONROE TRUCK EQUIPMENT	PLOW PARTS	AP042026	4225	Maintenance - Equipment	2,124.00
MONROE TRUCK EQUIPMENT	SENSORS FOR #103	AP042026	4229	Maintenance - Vehicles	565.40
NICOR GAS	90841110001 1041 S FRONTAGE RD	AP042026	4271	Utilities (Elec,Gas,Wtr,Sewer)	946.50
ODP BUSINESS SOLUTIONS	AUTO- TABLET HOLDERS	AP042026	4253	Supplies - Office	254.98
PIRTEK	REPAIR #501	AP042026	4229	Maintenance - Vehicles	201.00
PITNEY BOWES BANK INC	8000-9090-1155-0394	AP042026	4233	Postage/Mailings	20.00
PITNEY BOWES BANK INC -RESERVE	POSTAGE DOWNLOAD	AP042026	4233	Postage/Mailings	70.00
POMP'S TIRE SERVICE, INC.	TIRES FOR #104	AP042026	4229	Maintenance - Vehicles	337.64

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAGS ELECTRIC	ELECTRICAL WORK AT PD	AP042026	4223	Maintenance - Building	1,993.50
RAGS ELECTRIC	POLICE DEPT STAIRWELL LIGHTS	AP042026	4223	Maintenance - Building	1,506.00
RAGS ELECTRIC	ELECTRICAL WORK AT POLICE DEPT	AP042026	4223	Maintenance - Building	2,140.79
RAGS ELECTRIC	POWER FOR SIGN / LEMONT & CHEESE	AP042026	4350	Forestry	3,398.20
SCHOMIG LAND SURVEYORS LTD.	75TH ST PLAT OF EASEMENT ELECTRICAL-LOW VOLTAGE LIGHTING	AP042026	4350	Forestry	850.00
SHERWIN WILLIAMS CO	PAINT	AP042026	4223	Maintenance - Building	100.70
SHREVE SERVICES INC	TOP SOIL	AP042026	4257	Supplies - Other	330.00
SNAP ON INDUSTRIAL	PLIERS	AP042026	4259	Small Tools & Equipment	35.53
SNAP ON INDUSTRIAL	BAR LIGHT	AP042026	4259	Small Tools & Equipment	101.73
SUBSURFACE SOLUTIONS	ADDED USERS / STREET DEPT	AP042026	4213	Dues and Subscriptions	120.00
TRUGREEN	FERTILIZATION-75TH ST ROWS/MEDIANS	AP042026	4350	Forestry	3,267.00
TRUGREEN	FERTILIZATION -CITY HALL	AP042026	4350	Forestry	72.00
TRUGREEN	FERTILIZATION- PUBLIC WORKS	AP042026	4350	Forestry	140.00
TRUGREEN	FERTILIZATION -BASINS	AP042026	4350	Forestry	1,733.23
TRUGREEN	FERTILIZATION -75TH ST LANDSCAPE BEDS	AP042026	4350	Forestry	600.00
TRUGREEN	FERTILIZATION -CITY ENTRANCE SIGNS	AP042026	4350	Forestry	325.20
TRUGREEN	FERTILIZATION -CLOCK TOWER TURF AREA	AP042026	4350	Forestry	80.50
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES - PD	AP042026	4345	Janitorial Service	86.03
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES- PD	AP042026	4345	Janitorial Service	60.45

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES- PD	AP042026	4345	Janitorial Service	89.87
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR PD	AP042026-2	4345	Janitorial Service	86.03
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR PD	AP042026-2	4345	Janitorial Service	89.87
UNIQUE PRODUCTS & SERVICE CORP	CREDIT FOR VOIDED CK 067736	APCREDIT042...	4345	Janitorial Service	(86.03)
UNIQUE PRODUCTS & SERVICE CORP	CREDIT FOR VOIDED CK 067736	APCREDIT042...	4345	Janitorial Service	(60.45)
UNIQUE PRODUCTS & SERVICE CORP	CREDIT FOR VOIDED CK 067736	APCREDIT042...	4345	Janitorial Service	(89.87)
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP042026	4267	Telephone	577.64
WAREHOUSE DIRECT	JANITORIAL SUPPLIES FOR PD	AP042026-2	4345	Janitorial Service	60.45
WHOLESALE DIRECT, INC.	BRAIDED STARTER CORD FOR #105	AP042026	4229	Maintenance - Vehicles	203.23
				Total Public Works, Streets	39,941.30

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CAR REFLECTIONS	EMPLOYEE PHOTO WALL- LETTERING/ INSTALL	AP042026	4815	Equipment	695.00
CHASE CARD SERVICES	DIXIE CUPS FOR BOOKING AREA	AP042026	4217	Investigation and Equipment	5.98
CHASE CARD SERVICES	PORTABLE LIGHTS FOR CRIME SCENES	AP042026	4217	Investigation and Equipment	927.00
CHASE CARD SERVICES	BATTERIES FOR RANGE	AP042026	4217	Investigation and Equipment	119.15
CHASE CARD SERVICES	CRIME SCENE BARRIER TAPE	AP042026	4217	Investigation and Equipment	261.02
CHASE CARD SERVICES	EVIDENCE SUPPLIES	AP042026	4217	Investigation and Equipment	63.17
CHASE CARD SERVICES	LABELS FOR EVIDENCE ROOM	AP042026	4217	Investigation and Equipment	40.22
CHASE CARD SERVICES	AAA BATTERIES	AP042026	4217	Investigation and Equipment	24.99
CHASE CARD SERVICES	TRAUMA SHEERS AND GAUZE	AP042026	4219	Liability Insurance	412.15
CHASE CARD SERVICES	CHEST SEALS FOR PPE KITS	AP042026	4219	Liability Insurance	442.53
CHASE CARD SERVICES	REPAIR CHIPPED WINDSHIELD P42	AP042026	4229	Maintenance - Vehicles	173.84
CHASE CARD SERVICES	WINDSHIELD REPAIR P59 / HAIL DAMAGE	AP042026	4229	Maintenance - Vehicles	388.93
CHASE CARD SERVICES	SOCIAL WORKER BUSINESS CARDS	AP042026	4235	Printing and Forms	20.98
CHASE CARD SERVICES	FILE FOLDERS FOR RECORDS DEPT	AP042026	4253	Supplies - Office	37.98
CHASE CARD SERVICES	EMPLOYEE ENTRANCE SIGN	AP042026	4253	Supplies - Office	10.95
CHASE CARD SERVICES	COPY PAPER	AP042026	4253	Supplies - Office	105.24
CHASE CARD SERVICES	FILE FOLDERS FOR RECORDS DEPT	AP042026	4253	Supplies - Office	79.95
CHASE CARD SERVICES	ATOMIC CLOCK	AP042026	4253	Supplies - Office	66.98
CHASE CARD SERVICES	PENS FOR RECORDS DEPT	AP042026	4253	Supplies - Office	24.46
CHASE CARD SERVICES	FLASHDRIVES	AP042026	4253	Supplies - Office	112.34

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHASE CARD SERVICES	TONER FOR ADMIN	AP042026	4253	Supplies - Office	114.85
CHASE CARD SERVICES	TONER FOR BEAST	AP042026	4253	Supplies - Office	102.99
CHASE CARD SERVICES	FILE BOX FOR TOW HEARINGS	AP042026	4253	Supplies - Office	28.56
CHASE CARD SERVICES	TONER FOR BOOKING PRINTER	AP042026	4253	Supplies - Office	139.49
CHASE CARD SERVICES	YOGA MAT FOR FITNESS ROOM	AP042026	4253	Supplies - Office	39.99
CHASE CARD SERVICES	OBRIEN- COMPUTER INVESTIGATIONS CLASS	AP042026	4263	Training and Education	495.00
CHASE CARD SERVICES	DONUTS FOR CHIEF MEETING	AP042026	4265	Travel/Meetings	57.97
CHASE CARD SERVICES	LUNCH FOR CHIEF MEETING	AP042026	4265	Travel/Meetings	189.00
CHASE CARD SERVICES	INTERNET FOR POLICE DEPT	AP042026	4267	Telephone	322.82
CHASE CARD SERVICES	PLATE STANDS FOR EMPLOYEE DISPLAY	AP042026	4815	Equipment	25.99
CHASE CARD SERVICES	REFUND- RETURN METAL FRAME PLATE HOLDER	AP042026	4815	Equipment	(18.99)
CHASE CARD SERVICES	REFUND- RETURN METAL FRAME PLATE HOLDER	AP042026	4815	Equipment	(18.99)
CHRISTINE CHARKEWYCZ	PROSECUTOR FEES- MARCH 2026	AP042026	4219	Liability Insurance	1,140.00
EDWARD OCCUPATIONAL HEALTH	PRE-EMPLOYMENT EXAM- PO CANDIDATE N. HOSPER	AP042026	4205	Boards and Commissions	1,106.00
ELMHURST OCCUPATIONAL HEALTH	PRE-EMPLOYMENT EXAM - PO CANDIDATE D. PARKER JR.	AP042026	4205	Boards and Commissions	1,106.00
FBI - LEEDA	LOREK- EXECUTIVE LEADERSHIP COURSE	AP042026	4263	Training and Education	795.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
FBI - LEEDA	JUMP- EXECUTIVE LEADERSHIP COURSE	AP042026	4263	Training and Education	795.00
FOSTER & FOSTER INC	CONSULTING SERVICES- IMPACT OF PROPOSED SALARY SCHEDULE	AP042026	4325	Consulting/Professional	1,300.00
GOLD SHIELD DETECTIVE AGENCY	BACKGROUND INVESTIGATION- PO CANDIDATE- C. WINTERS	AP042026	4205	Boards and Commissions	672.70
INDUSTRIAL ORG SOLUTIONS	PSYCH EXAM- PO CANDIDATE AGUIRRE	AP042026	4205	Boards and Commissions	575.00
INDUSTRIAL ORG SOLUTIONS	PSYCH EXAM- PO CANDIDATE WINTERS	AP042026	4205	Boards and Commissions	575.00
KING CAR WASH	CAR WASHES- MARCH 2026	AP042026	4229	Maintenance - Vehicles	300.00
LAW OFFICE OF AARON H REINKE	ADMIN TOW HEARINGS- MARCH 2026	AP042026	4219	Liability Insurance	275.00
MIDWEST OFFICE INTERIORS	FURNITURE FOR CHIEF THOMAS OFFICE	AP042026	4815	Equipment	1,621.36
NICOR GAS	82800010009 1710 PLAINFIELD RD	AP042026	4271	Utilities (Elec,Gas,Wtr,Sewer)	1,020.24
NORTHEAST DUPAGE FAMILY/YOUTH	2026 NEDFYS ANNUAL BREAKFAST- DC JUMP	AP042026	4265	Travel/Meetings	50.00
PEP BOYS MANNY MOE & JACK 1466	WHEEEL ALIGNMENT/ CALIBRATION FOR P56	AP042026	4229	Maintenance - Vehicles	131.98
PITNEY BOWES BANK INC	8000-9090-1155-0394	AP042026	4233	Postage/Mailings	80.00
PITNEY BOWES BANK INC -RESERVE	POSTAGE DOWNLOAD	AP042026	4233	Postage/Mailings	250.00
THOMSON REUTERS -WEST	CLEAR PROFLEX SUBSCRIPTION	AP042026	4217	Investigation and Equipment	500.57
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP042026	4267	Telephone	952.16
VILLAGE OF LEMONT	RANGE RENTAL FEE / 3-9-26	AP042026	4243	Rent - Equipment	100.00

CITY OF DARIEN
Expenditure Journal
General Fund
Police Department
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Police Department	18,837.55
				Total General Fund	116,698.16

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
119TH STREET MATERIALS	HAULING: 2-18-26	AP042026	4231	Maintenance - Water System	1,047.60
ADVANTAGE CHEVROLET	MOTOR FOR #500	AP042026	4229	Maintenance - Vehicles	156.87
ALARM DETECTION SYSTEMS INC	ALARM // PW FAN PROJECT	AP042026	4815	Equipment	247.00
CHRISTOPHER B. BURKE ENG, LTD	DARIEN STANDBY GENERATOR - CONSTRUCTION ENGINEERING	AP042026	4325	Consulting/Professional	412.50
CHRISTOPHER B. BURKE ENG, LTD	GIS SPECIALIST: WATER DATABASE & OPEN GOV UPDATES	AP042026	4325	Consulting/Professional	347.50
CORE & MAIN	1 1/2 in HYMAX COUPLER (paid at bid price-see attached)	AP042026	4231	Maintenance - Water System	288.00
DUPAGE WATER COMMISSION	WATER PURCHASE (2-28-26 thru 3-31-26)	AP042026	4340	DuPage Water Commission	371,838.00
ECO CLEAN MAINTENANCE INC	JANITORIAL SERVICES- MARCH 2026	AP042026	4345	Janitorial Service	562.00
FERGUSON WATERWORKS #2516	12 IN HYMAX FITTING	AP042026	4231	Maintenance - Water System	791.61
FERGUSON WATERWORKS #2516	PLASTIC WATER CLAMPS	AP042026	4231	Maintenance - Water System	759.34
FERGUSON WATERWORKS #2516	12 INCH HYMAX COUPLING	AP042026	4231	Maintenance - Water System	791.61
FOX VALLEY FIRE & SAFETY	PUBLIC WORKS FIRE INSPECTIONS	AP042026	4223	Maintenance - Building	138.10
HACH COMPANY	CHEMKEYS	AP042026	4231	Maintenance - Water System	515.34
HOME DEPOT	SUPPLIES FOR BUILDING MAINTENANCE	AP042026	4223	Maintenance - Building	537.26
HOME DEPOT	PARTS /SUPPLIES FOR WATER SYSTEM MAINTENANCE	AP042026	4231	Maintenance - Water System	1,341.11
INDELCO PLASTICS CORPORATION	TUBING /FITTING	AP042026	4231	Maintenance - Water System	136.01
JSN CONTRACTORS SUPPLY	MARKING PAINT	AP042026	4231	Maintenance - Water System	546.00

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
METIRI ANALYTICAL GROUP INC	SOIL SAMPLES (1-5-26 thru 1-5-26)	AP042026	4231	Maintenance - Water System	450.00
METIRI ANALYTICAL GROUP INC	SOIL SAMPLES (2-2-26 thru 2-10-26)	AP042026	4231	Maintenance - Water System	515.00
METIRI ANALYTICAL GROUP INC	WATER SAMPLES (2-2-26 thru 2-18-26)	AP042026	4241	Quality Control	667.92
METIRI ANALYTICAL GROUP INC	WATER SAMPLES (1-5-26 thru 1-13-26)	AP042026	4241	Quality Control	1,507.26
METIRI ANALYTICAL GROUP INC	WATER SAMPLES (3-2 thru 3-10-26)	AP042026	4241	Quality Control	733.80
NATIONAL TRENCH SAFETY	TRENCH BOX RENTAL-KENTWOOD CT	AP042026	4219	Liability Insurance	2,107.68
NICOR GAS	12344110007 1897 MANNING DR	AP042026	4271	Utilities (Elec,Gas,Wtr,Sewer)	138.69
NICOR GAS	05002110004 1930 MANNING RD	AP042026	4271	Utilities (Elec,Gas,Wtr,Sewer)	224.44
NICOR GAS	23644110001 8600 LEMONT RD	AP042026	4271	Utilities (Elec,Gas,Wtr,Sewer)	241.51
NICOR GAS	21710264942 1220 PLAINFIELD RD	AP042026	4271	Utilities (Elec,Gas,Wtr,Sewer)	67.18
TRUGREEN	FERTILIZATION -PUBLIC WORKS	AP042026	4223	Maintenance - Building	140.00
TRUGREEN	FERTILIZATION -CITY HALL	AP042026	4223	Maintenance - Building	72.00
TRUGREEN	FERTILIZATION -WATER PLANTS	AP042026	4223	Maintenance - Building	548.00
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP042026	4267	Telephone	738.93
VERIZON WIRELESS	VERIZON WIRELESS BILL	AP042026	4267	Telephone	144.04
VERIZON WIRELESS	SCADA	AP042026	4267	Telephone	182.65
VILLAGE OF WOODRIDGE	8975 LEMONT RD	AP042026	4340	DuPage Water Commission	6,971.04
VILLAGE OF WOODRIDGE	8687 LEMONT RD	AP042026	4340	DuPage Water Commission	2,368.41
WHITMORE ACE HARDWARE	PIPE FITTINGS	AP042026	4231	Maintenance - Water System	105.14
WHITMORE ACE HARDWARE	PIPE FITTINGS	AP042026	4231	Maintenance - Water System	116.67

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WILLOWBROOK FORD, INC.	FILTER /GASKET FOR #404	AP042026	4229	Maintenance - Vehicles	329.70
WILLOWBROOK FORD, INC.	SWITCH ASY FOR #400	AP042026	4229	Maintenance - Vehicles	72.60
ZIEBELL WATER SERVICE PRODUCTS	HYDRANT PARTS	AP042026	4231	Maintenance - Water System	<u>1,425.00</u>
				Total Public Works, Water	<u>400,323.51</u>
				Total Water Fund	<u>400,323.51</u>

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
VULCAN CONSTRUCTION MATERIALS	STONE 3-26-26	AP042026	4245	Road Material	1,597.68
VULCAN CONSTRUCTION MATERIALS	STONE 3-27-26	AP042026	4245	Road Material	1,601.53
YELLOWSTONE LANDSCAPE	TREE PRUNING (Jan-Feb 2026)	AP042026	4375	Tree Trim/Removal	94,920.00
				Total MFT Expenses	98,119.21
				Total Motor Fuel Tax	98,119.21

CITY OF DARIEN
Expenditure Journal
Stormwater Management Fund
Native Plantings
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	SITE MONITORING, WEED CONTROL / 74TH ELEANOR	AP042026	4379	Stormwater Management Sp...	1,435.00
				Total Native Plantings	1,435.00
				Total Stormwater Management Fund	1,435.00

CITY OF DARIEN
Expenditure Journal
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
WEX BANK	GAS FOR POLICE DEPT	AP042026	4273	Vehicle (Gas and Oil)	242.48
				Total Drug Forfeiture Expenditures	242.48
				Total State Drug Forfeiture Fund	242.48

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 4/7/2026 Through 4/20/2026

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	PLAINFIELD RETAINING WALL -FINAL PLANS	AP042026	4390	Capital Improv-Infrastructure	2,190.00
				Total Capital Fund Expenditures	2,190.00
				Total Capital Improvement Fund	2,190.00
Report Total					619,008.36



April 2026						
S	M	T	W	T	F	S
29	30	31	1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	1	2
3	4	5	6	7	8	9

New Balance
\$5,698.59
Minimum Payment Due
\$1,139.00
Payment Due Date
04/24/26

Late Payment Warning: If we do not receive your minimum payment by the due date, you may have to pay a late fee, and existing and new balances may become subject to the Default APR.

Minimum Payment Warning: Enroll in Auto-Pay and avoid missing a payment. To enroll, go to www.chase.com

ACCOUNT SUMMARY

Previous Balance	\$2,329.26
Payment, Credits	-\$2,367.24
Purchases	+\$5,736.57
Cash Advances	\$0.00
Balance Transfers	\$0.00
Fees Charged	\$0.00
Interest Charged	<u>\$0.00</u>
New Balance	\$5,698.59
Opening/Closing Date	03/03/26 - 04/02/26
Credit Limit	\$50,000
Available Credit	\$44,301
Cash Access Line	\$2,500
Available for Cash	\$2,500
Past Due Amount	\$0.00
Balance over the Credit Limit	\$0.00

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
03/23	Payment Thank You - Web BRYON VANA TRANSACTIONS THIS CYCLE (CARD 4484) \$2329.26- INCLUDING PAYMENTS RECEIVED	-2,329.26
03/06	DAILY HERALD*ONLINE 847-427-4333 IL <i>SUBSCRIPTION</i>	19.00
03/10	ZOOM.COM 888-799-9666 ZOOM.US CA <i>SUBSCRIPTION</i> MARY BELMONTE TRANSACTIONS THIS CYCLE (CARD 8706) \$35.99	16.99
03/16	AMAZON MKTPLACE PMTS Amzn.com/bill WA <i>REFUND METAL FRAME</i>	-18.99
03/16	AMAZON MKTPLACE PMTS Amzn.com/bill WA	-18.99
03/02	SIRCHIE ACQUISITION COMPA 919-5542244 NC <i>CRIME SCENE TAPE</i>	261.02
03/06	VISTAPRINT 866-207-4955 MA <i>BUSINESS CARDS - Soc. WORKER</i>	20.98
03/10	AMAZON MKTPL*BE03WOY10 Amzn.com/bill WA <i>FILE FOLDERS</i>	37.98
03/12	AMAZON MKTPL*BP1J1LQ0 Amzn.com/bill WA <i>EMPLOYEE ENTRANCE SIGN</i>	10.95
03/12	DUNKIN #358568 DARIEN IL	57.97
03/12	BUONACATERING BUONACATERING IL <i>MEALS CHIEF MEETING</i>	189.00
03/13	Amazon.com*BP5FQ17T1 Amzn.com/bill WA <i>YOGA MAT</i>	39.99
03/12	SIRCHIE ACQUISITION COMPA 919-5542244 NC <i>EVIDENCE SUPPLIES</i>	63.17
03/13	AMAZON MKTPL*BD8IY4DN2 Amzn.com/bill WA <i>EVIDENCE ROOM LABELS</i>	40.22
03/15	AMAZON MKTPL*B50GL0F82 Amzn.com/bill WA <i>FILE FOLDERS</i>	79.95
03/17	AMAZON MKTPL*BP4QB4UI0 Amzn.com/bill WA <i>ATOMIC CLOCK</i>	66.98
03/17	AMAZON MKTPL*BP2590I00 Amzn.com/bill WA <i>EMPLOYEE PLATE STANDS</i>	25.99
03/18	Amazon.com*BD9KY2541 Amzn.com/bill WA <i>AAA BATTERIES</i>	24.99
03/18	RESCUE ESSENTIALS 800-438-7884 NC <i>TRAUMA SHEARS + GAUZE</i>	412.15
03/18	AMAZON MKTPL*BD8Q83MY1 Amzn.com/bill WA <i>COPY PAPER</i>	105.24
03/20	COMCAST / XFINITY 800-266-2278 IL <i>Police DEPT INTERNET</i>	322.82
03/23	CARDIO PARTNERS INC 614-760-5000 OH <i>SEALS FOR PPE KITS</i>	442.53
03/24	Amazon.com*BG5QU2VD2 Amzn.com/bill WA <i>PENS</i>	24.46
03/25	AMAZON MKTPL*BG0JV3D92 Amzn.com/bill WA <i>BATTERIES</i>	119.15
03/26	AMAZON MKTPL*BG0750IQ2 Amzn.com/bill WA <i>FLASH DRIVES</i>	112.34
03/26	AMAZON MKTPL*B56UM8TQ0 Amzn.com/bill WA <i>TONER</i>	114.85
03/31	AMAZON MKTPL*BG7459EO1 Amzn.com/bill WA	102.99
03/31	Amazon.com*BG5P71ZD0 Amzn.com/bill WA <i>FILE BOX FOR HEARINGS</i>	28.56
04/01	AMAZON MKTPL*BC1JF2RL2 Amzn.com/bill WA <i>TONER</i>	139.49
04/02	PAYPAL *EKITSUPPLY 815-245-8476 IL <i>D'OBIEN - COMPUTER CLASS</i> ROSE MARY GONZALEZ TRANSACTIONS THIS CYCLE (CARD 2755) \$3300.79	495.00
03/07	SAFELITE AUTOGLASS 614-210-9192 OH <i>WINDSHIELD REPAIR</i>	173.84
03/23	FLASH AUTO GLASS LLC 773-2317333 IL JEFFREY MCKENZIE TRANSACTIONS THIS CYCLE (CARD 6543) \$562.77	388.93
03/05	WAL-MART #2215 DARIEN IL <i>DISPOSABLE CUPS</i>	5.98
03/05	THE HOME DEPOT #1905 DARIEN IL <i>PORTABLE LIGHTS</i>	927.00
03/18	WAL-MART #2215 DARIEN IL <i>HAND SOAP</i> ANTONIJA MAGAZIN TRANSACTIONS THIS CYCLE (CARD 2051) \$968.62	35.64
03/20	TST*FOXTAIL DOWNERS GROVE IL <i>WSCEE LUNCHEON</i> APRIL PADALIK TRANSACTIONS THIS CYCLE (CARD 2141) \$30.40	30.40
03/10	Amazon.com*BE6FJ4940 Amzn.com/bill WA <i>COMPUTER MONITOR - 15</i>	238.00

CITY OF DARIEN
REVENUE AND EXPENDITURE REPORT SUMMARY
March 31, 2026

GENERAL FUND - (01)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,699,924	\$ 19,547,192	\$ 18,292,407
Expenditures	\$ 1,075,602	\$ 15,046,814	\$ 18,121,869
Audited 5/1/25 Opening Fund Balance:			\$ 8,549,986
Transfer to Capital Fund			\$ (4,450,000)
Transfer to Cannabis Fund			\$ -
Current Fund Balance:			\$ 8,600,364

WATER & WATER DEPRECIATION FUNDS - (02 & 12)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 22,744	\$ 7,325,039	\$ 8,479,746
Expenditures	\$ 611,008	\$ 7,823,278	\$ 9,378,562
Audited 5/1/25 Cash Balance			\$ 3,210,068
Transfer from Water Depreciation Fund			\$ -
Current Modified Cash Balance:			\$ 2,711,828

MOTOR FUEL TAX FUND - (03)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 86,536	\$ 880,391	\$ 968,473
Expenditures	\$ 88,864	\$ 699,818	\$ 796,761
Audited 5/1/25 Opening Fund Balance:			\$ 599,956
Current Fund Balance:			\$ 780,528

CAPITAL IMPROVEMENT FUND (25)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 65,999	\$ 903,255	\$ 1,387,000
Expenditures	\$ 36,175	\$ 2,917,660	\$ 3,982,145
Audited 5/1/25 Opening Fund Balance:			\$ 19,019,930
Transfer from General Fund			\$ 4,450,000
Current Fund Balance:			\$ 21,455,525

	Current Actual Year to Date	Current Budgeted F.Y.E. '26	Prior Year Actual Through March 25
Property Tax Collections	\$ 2,520,154	\$ 2,516,961	\$ 2,514,235
Sales & Use Tax Collections	\$ 8,171,231	\$ 7,141,480	\$ 7,794,231
Drug forfeiture Receipts	\$ 13,749	\$ -	\$ 33,821
Cannabis Use Fund	\$ 30,045	\$ 32,448	\$ 31,844

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	0.42	0.00	2,515,124.24	2,511,961.00	2,511,961.00	3,163.24	(0.12)%
Road and Bridge Tax	3120	45.59	0.00	282,865.92	220,000.00	220,000.00	62,865.92	(28.57)%
Municipal Utility Tax	3130	143,451.75	75,000.00	1,038,509.24	777,962.00	832,962.00	205,547.24	(24.67)%
Amusement Tax	3140	5,305.87	4,000.00	87,461.73	73,098.00	77,098.00	10,363.73	(13.44)%
Hotel/Motel Tax	3150	5,246.99	4,000.00	73,577.89	63,722.00	67,722.00	5,855.89	(8.64)%
Local Gas Tax	3151	15,968.38	16,000.00	193,630.79	198,000.00	213,970.00	(20,339.21)	9.50%
Food and Beverage Tax	3152	58,536.70	55,000.00	686,963.96	682,765.00	737,765.00	(50,801.04)	6.88%
Personal Property Tax	3425	520.41	500.00	9,489.63	4,193.00	4,693.00	4,796.63	(102.20)%
Total Taxes		<u>229,076.11</u>	<u>154,500.00</u>	<u>4,887,623.40</u>	<u>4,531,701.00</u>	<u>4,666,171.00</u>	<u>221,452.40</u>	<u>(4.75)%</u>
License, Permits, Fees								
Business Licenses	3210	100.00	2,000.00	18,174.00	10,000.00	35,000.00	(16,826.00)	48.07%
Liquor License	3212	0.00	0.00	76,050.00	80,150.00	80,150.00	(4,100.00)	5.11%
Contractor Licenses	3214	2,640.00	2,000.00	17,670.00	11,000.00	13,000.00	4,670.00	(35.92)%
Court Fines	3216	9,858.65	13,000.00	112,199.86	111,000.00	120,000.00	(7,800.14)	6.50%
Towing Fees	3217	7,300.00	4,000.00	50,100.00	46,400.00	50,400.00	(300.00)	0.59%
Ordinance Fines	3230	8,345.00	1,325.00	48,783.86	14,675.00	16,000.00	32,783.86	(204.89)%
Building Permits and Fees	3240	4,050.00	1,000.00	130,601.92	34,000.00	35,000.00	95,601.92	(273.14)%
Telecommunication Taxes	3242	15,271.86	16,500.00	202,420.08	183,500.00	200,000.00	2,420.08	(1.21)%
Cable T.V. Franchise Fee	3244	0.00	0.00	239,785.54	256,800.00	341,800.00	(102,014.46)	29.84%
PEG - Fees - AT&T	3245	0.00	0.00	3,280.54	2,250.00	3,000.00	280.54	(9.35)%
NICOR Franchise Fee	3246	0.00	0.00	39,407.57	33,000.00	33,000.00	6,407.57	(19.41)%
Public Hearing Fees	3250	485.00	0.00	4,482.50	2,000.00	2,000.00	2,482.50	(124.12)%
Elevator Inspections	3255	100.00	1,700.00	3,585.00	3,450.00	3,500.00	85.00	(2.42)%
NSF Check Fee	3261	0.00	0.00	140.00	0.00	0.00	140.00	0.00%
Engineering & Prof Fees Reimb	3265	9,062.58	8,250.00	149,176.35	91,250.00	99,500.00	49,676.35	(49.92)%
Police Special Service	3268	1,256.62	9,500.00	156,237.81	105,106.00	114,606.00	41,631.81	(36.32)%
Total License, Permits, Fees		<u>58,469.71</u>	<u>59,275.00</u>	<u>1,252,095.03</u>	<u>984,581.00</u>	<u>1,146,956.00</u>	<u>105,139.03</u>	<u>(9.17)%</u>
Charges for Services								
Inspections/Tap on/Permits	3320	(1,250.00)	0.00	(25.00)	0.00	0.00	(25.00)	0.00%
Total Charges for Services		<u>(1,250.00)</u>	<u>0.00</u>	<u>(25.00)</u>	<u>0.00</u>	<u>0.00</u>	<u>(25.00)</u>	<u>0.00%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
General Fund
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Intergovernmental								
State Income Tax	3410	223,630.45	210,000.00	3,619,968.08	2,981,595.00	3,191,595.00	428,373.08	(13.42)%
Local Use Tax	3420	20,542.01	65,000.00	186,548.65	717,396.00	782,396.00	(595,847.35)	76.15%
Sales Taxes	3430	1,013,358.10	575,000.00	7,984,682.60	6,566,480.00	7,141,480.00	843,202.60	(11.80)%
Video Gaming Revenue	3432	31,508.71	27,000.00	347,135.61	299,378.00	326,378.00	20,757.61	(6.35)%
Total Intergovernmental		<u>1,289,039.27</u>	<u>877,000.00</u>	<u>12,138,334.94</u>	<u>10,564,849.00</u>	<u>11,441,849.00</u>	<u>696,485.94</u>	<u>(6.09)%</u>
Other Revenue								
Interest Income	3510	11,456.75	15,500.00	127,442.91	169,750.00	185,000.00	(57,557.09)	31.11%
Water Share Expense	3520	29,166.67	29,166.00	320,833.37	320,834.00	350,000.00	(29,166.63)	8.33%
Police Report/Prints	3534	390.00	415.00	3,605.00	4,585.00	5,000.00	(1,395.00)	27.90%
Reimbursement-Rear Yard Drain	3541	6,770.00	0.00	23,131.52	0.00	0.00	23,131.52	0.00%
Grants	3560	1,667.00	0.00	121,944.85	100,000.00	100,000.00	21,944.85	(21.94)%
Rent/Lease Revenue	3561	19,511.79	18,625.00	234,141.48	204,875.00	223,483.00	10,658.48	(4.76)%
Other Reimbursements	3562	31.75	4,150.00	109,243.47	45,850.00	50,000.00	59,243.47	(118.48)%
Residential Concrete Reimb	3563	0.00	0.00	16,479.70	0.00	0.00	16,479.70	0.00%
Mail Box Reimbursement Program	3569	0.00	0.00	2,752.98	0.00	0.00	2,752.98	0.00%
Impact Fee Revenue	3570	0.00	0.00	375.00	0.00	0.00	375.00	0.00%
Sales of Wood Chips	3572	0.00	0.00	3,235.00	3,000.00	3,000.00	235.00	(7.83)%
Sale of Equipment	3575	11,426.00	0.00	51,104.00	5,000.00	5,000.00	46,104.00	(922.08)%
Reimbursement - Workers Comp	3577	16,462.50	0.00	86,373.23	0.00	0.00	86,373.23	0.00%
Miscellaneous Revenue	3580	19,356.35	1,650.00	41,247.14	18,350.00	20,000.00	21,247.14	(106.23)%
Community Events Revenue - DBA	3585	8,350.00	0.00	127,254.14	50,000.00	60,000.00	67,254.14	(112.09)%
Total Other Revenue		<u>124,588.81</u>	<u>69,506.00</u>	<u>1,269,163.79</u>	<u>922,244.00</u>	<u>1,001,483.00</u>	<u>267,680.79</u>	<u>(26.73)%</u>
Total Revenue		<u>1,699,923.90</u>	<u>1,160,281.00</u>	<u>19,547,192.16</u>	<u>17,003,375.00</u>	<u>18,256,459.00</u>	<u>1,290,733.16</u>	<u>(7.07)%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Water Fund
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
Charges for Services								
Water Sales	3310	0.00	696,062.00	7,174,623.76	7,656,684.00	8,352,746.00	(1,178,122.24)	14.10%
Inspections/Tap on/Permits	3320	3,950.00	415.00	29,034.34	4,585.00	5,000.00	24,034.34	(480.68)%
Sale of Meters	3325	661.00	0.00	7,013.00	1,000.00	1,000.00	6,013.00	(601.30)%
Other Water Sales	3390	9,489.80	0.00	13,609.36	1,000.00	1,000.00	12,609.36	(1,260.93)%
Total Charges for Services		<u>14,100.80</u>	<u>696,477.00</u>	<u>7,224,280.46</u>	<u>7,663,269.00</u>	<u>8,359,746.00</u>	<u>(1,135,465.54)</u>	<u>13.58%</u>
Other Revenue								
Interest Income	3510	8,643.19	10,000.00	100,758.08	110,000.00	120,000.00	(19,241.92)	16.03%
Total Other Revenue		<u>8,643.19</u>	<u>10,000.00</u>	<u>100,758.08</u>	<u>110,000.00</u>	<u>120,000.00</u>	<u>(19,241.92)</u>	<u>16.03%</u>
Total Revenue		<u>22,743.99</u>	<u>706,477.00</u>	<u>7,325,038.54</u>	<u>7,773,269.00</u>	<u>8,479,746.00</u>	<u>(1,154,707.46)</u>	<u>13.62%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Motor Fuel Tax
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Intergovernmental							
MFT Allotment	3440 84,132.42	78,870.00	856,296.96	867,603.00	946,473.00	(90,176.04)	9.52%
Total Intergovernmental	84,132.42	78,870.00	856,296.96	867,603.00	946,473.00	(90,176.04)	9.53%
Other Revenue							
Interest Income	3510 2,404.06	1,833.00	24,093.76	20,167.00	22,000.00	2,093.76	(9.51)%
Total Other Revenue	2,404.06	1,833.00	24,093.76	20,167.00	22,000.00	2,093.76	(9.52)%
Total Revenue	86,536.48	80,703.00	880,390.72	887,770.00	968,473.00	(88,082.28)	9.09%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Stormwater Management Fund
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 122.71	0.00	1,403.46	0.00	0.00	1,403.46	0.00%
Total Other Revenue	<u>122.71</u>	<u>0.00</u>	<u>1,403.46</u>	<u>0.00</u>	<u>0.00</u>	<u>1,403.46</u>	<u>0.00%</u>
Total Revenue	122.71	0.00	1,403.46	0.00	0.00	1,403.46	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Special Service Area Tax Fund
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 0.00	0.00	5,030.57	5,000.00	5,000.00	30.57	(0.61)%
Total Taxes	0.00	0.00	5,030.57	5,000.00	5,000.00	30.57	(0.61)%
Other Revenue							
Interest Income	3510 89.60	25.00	986.59	275.00	300.00	686.59	(228.86)%
Total Other Revenue	89.60	25.00	986.59	275.00	300.00	686.59	(228.86)%
Total Revenue	89.60	25.00	6,017.16	5,275.00	5,300.00	717.16	(13.53)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
State Drug Forfeiture Fund
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 4.64	0.00	50.57	0.00	0.00	50.57	0.00%
Drug Forfeiture Receipts	3538 0.00	0.00	2,627.30	0.00	0.00	2,627.30	0.00%
Total Other Revenue	<u>4.64</u>	<u>0.00</u>	<u>2,677.87</u>	<u>0.00</u>	<u>0.00</u>	<u>2,677.87</u>	<u>0.00%</u>
Total Revenue	4.64	0.00	2,677.87	0.00	0.00	2,677.87	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
FESA - Justice - 1
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 4.35	0.00	929.23	0.00	0.00	929.23	0.00%
Drug Forfeiture Receipts	3538 0.00	0.00	11,121.28	0.00	0.00	11,121.28	0.00%
Total Other Revenue	<u>4.35</u>	<u>0.00</u>	<u>12,050.51</u>	<u>0.00</u>	<u>0.00</u>	<u>12,050.51</u>	<u>0.00%</u>
Total Revenue	4.35	0.00	12,050.51	0.00	0.00	12,050.51	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
FESA - Treasury - 2
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 4.52	0.00	385.57	0.00	0.00	385.57	0.00%
Total Other Revenue	4.52	0.00	385.57	0.00	0.00	385.57	0.00%
Total Revenue	4.52	0.00	385.57	0.00	0.00	385.57	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
DUI Technology Fund
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
License, Permits, Fees							
D.U.I. Technology Fines	3267 2,212.57	291.00	17,023.19	3,209.00	3,500.00	13,523.19	(386.37)%
Total License, Permits, Fees	2,212.57	291.00	17,023.19	3,209.00	3,500.00	13,523.19	(386.38)%
Other Revenue							
Interest Income	3510 10.50	0.00	148.98	0.00	0.00	148.98	0.00%
Total Other Revenue	10.50	0.00	148.98	0.00	0.00	148.98	0.00%
Total Revenue	2,223.07	291.00	17,172.17	3,209.00	3,500.00	13,672.17	(390.63)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
E-Citation Fund
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
E-Citation Fees	3219 146.00	0.00	1,674.03	0.00	0.00	1,674.03	0.00%
Interest Income	3510 3.39	0.00	53.11	0.00	0.00	53.11	0.00%
Total Other Revenue	<u>149.39</u>	<u>0.00</u>	<u>1,727.14</u>	<u>0.00</u>	<u>0.00</u>	<u>1,727.14</u>	<u>0.00%</u>
Total Revenue	149.39	0.00	1,727.14	0.00	0.00	1,727.14	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Capital Improvement Fund
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 65,998.66	66,666.00	746,543.47	733,334.00	800,000.00	(53,456.53)	6.68%
Grants	3560 0.00	146,750.00	155,092.00	587,000.00	587,000.00	(431,908.00)	73.57%
Other Reimbursements	3562 0.00	0.00	1,619.80	0.00	0.00	1,619.80	0.00%
Transfer from Other Funds	3612 0.00	0.00	4,450,000.00	2,750,000.00	2,750,000.00	1,700,000.00	(61.81)%
Total Other Revenue	<u>65,998.66</u>	<u>213,416.00</u>	<u>5,353,255.27</u>	<u>4,070,334.00</u>	<u>4,137,000.00</u>	<u>1,216,255.27</u>	<u>(29.40)%</u>
Total Revenue	65,998.66	213,416.00	5,353,255.27	4,070,334.00	4,137,000.00	1,216,255.27	(29.40)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Revenue
Cannabis Funds
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Intergovernmental							
CANNABIS USE TAX	3435 2,544.86	2,704.00	30,045.44	29,744.00	32,448.00	(2,402.56)	7.40%
Total Intergovernmental	2,544.86	2,704.00	30,045.44	29,744.00	32,448.00	(2,402.56)	7.40%
Other Revenue							
Interest Income	3510 457.60	0.00	4,776.45	0.00	0.00	4,776.45	0.00%
Total Other Revenue	457.60	0.00	4,776.45	0.00	0.00	4,776.45	0.00%
Total Revenue	3,002.46	2,704.00	34,821.89	29,744.00	32,448.00	2,373.89	(7.32)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	39,760.04	39,960.00	466,528.84	439,560.00	479,503.00	12,974.16	2.70%
Overtime	4030	358.73	0.00	4,952.26	0.00	0.00	(4,952.26)	0.00%
Total Salaries		40,118.77	39,960.00	471,481.10	439,560.00	479,503.00	8,021.90	1.67%
Benefits								
Social Security	4110	2,389.83	2,475.00	28,898.57	27,250.00	29,729.00	830.43	2.79%
Medicare	4111	558.90	580.00	6,758.55	6,373.00	6,953.00	194.45	2.79%
I.M.R.F.	4115	2,406.09	2,620.00	29,380.39	28,835.00	31,455.00	2,074.61	6.59%
Medical/Life Insurance	4120	6,217.11	6,360.00	68,289.44	69,977.00	76,337.00	8,047.56	10.54%
Supplemental Pensions	4135	461.50	400.00	4,846.25	4,400.00	4,800.00	(46.25)	(0.96)%
Total Benefits		12,033.43	12,435.00	138,173.20	136,835.00	149,274.00	11,100.80	7.44%
Materials and Supplies								
Dues and Subscriptions	4213	555.95	440.00	2,680.61	2,045.00	2,181.00	(499.61)	(22.90)%
Liability Insurance	4219	5,225.08	3,850.00	405,720.04	308,940.00	309,540.00	(96,180.04)	(31.07)%
Legal Notices	4221	31.50	250.00	1,366.00	2,500.00	2,500.00	1,134.00	45.36%
Maintenance - Equipment	4225	97.08	155.00	747.58	10,700.00	10,850.00	10,102.42	93.10%
Maintenance - Vehicles	4229	0.00	0.00	984.56	2,000.00	2,000.00	1,015.44	50.77%
Postage/Mailings	4233	0.00	280.00	1,620.00	3,075.00	3,350.00	1,730.00	51.64%
Printing and Forms	4235	18.99	0.00	1,496.40	4,500.00	4,500.00	3,003.60	66.74%
Public Relations	4239	18,238.97	9,150.00	59,849.13	76,650.00	79,700.00	19,850.87	24.90%
Rent - Equipment	4243	421.08	250.00	1,684.32	2,790.00	3,040.00	1,355.68	44.59%
Supplies - Office	4253	83.90	675.00	6,991.12	7,345.00	8,000.00	1,008.88	12.61%
Supplies - Other	4257	0.00	0.00	0.00	500.00	500.00	500.00	100.00%
Training and Education	4263	0.00	0.00	0.00	1,250.00	1,500.00	1,500.00	100.00%
Travel/Meetings	4265	0.00	50.00	186.76	550.00	550.00	363.24	66.04%
Telephone	4267	1,665.17	3,420.00	23,437.06	40,180.00	43,600.00	20,162.94	46.24%
Utilities (Elec,Gas,Wtr,Sewer)	4271	839.85	375.00	2,549.68	4,125.00	4,500.00	1,950.32	43.34%
Vehicle (Gas and Oil)	4273	200.70	125.00	1,216.40	1,375.00	1,500.00	283.60	18.90%
Total Materials and Supplies		27,378.27	19,020.00	510,529.66	468,525.00	477,811.00	(32,718.66)	(6.85)%
Contractual								
Audit	4320	0.00	0.00	18,600.00	19,000.00	19,000.00	400.00	2.10%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Consulting/Professional	4325 27,588.48	30,029.00	356,941.51	409,652.00	439,671.00	82,729.49	18.81%
Contingency	4330 0.00	0.00	5,667.12	10,000.00	10,000.00	4,332.88	43.32%
Janitorial Service	4345 1,943.00	2,175.00	18,100.34	23,930.00	26,100.00	7,999.66	30.65%
Total Contractual	29,531.48	32,204.00	399,308.97	462,582.00	494,771.00	95,462.03	19.29%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	4,450,000.00	0.00	0.00	(4,450,000.00)	0.00%
Total Other Charges	0.00	0.00	4,450,000.00	0.00	0.00	(4,450,000.00)	0.00%
Capital Outlay							
Equipment	4815 0.00	0.00	1,192.00	5,000.00	5,000.00	3,808.00	76.16%
Total Capital Outlay	0.00	0.00	1,192.00	5,000.00	5,000.00	3,808.00	76.16%
Total Expenditures	109,061.95	103,619.00	5,970,684.93	1,512,502.00	1,606,359.00	(4,364,325.93)	(271.69)%
Total	(109,061.95)	(103,619.00)	(5,970,684.93)	(1,512,502.00)	(1,606,359.00)	4,364,325.93	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
City Council
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	39,187.50	39,187.50	42,750.00	3,562.50	8.33%
Total Salaries		3,562.50	3,562.50	39,187.50	39,187.50	42,750.00	3,562.50	8.33%
Benefits								
Social Security	4110	220.88	221.00	2,429.63	2,431.00	2,651.00	221.37	8.35%
Medicare	4111	51.67	51.00	568.37	569.00	620.00	51.63	8.32%
Total Benefits		272.55	272.00	2,998.00	3,000.00	3,271.00	273.00	8.35%
Materials and Supplies								
Boards and Commissions	4205	0.00	83.00	929.00	1,917.00	2,000.00	1,071.00	53.55%
Cable Operations	4206	1,627.50	600.00	4,827.50	6,600.00	7,200.00	2,372.50	32.95%
Dues and Subscriptions	4213	20.00	375.00	11,869.65	26,875.00	27,350.00	15,480.35	56.60%
Public Relations	4239	0.00	0.00	270.00	1,700.00	1,700.00	1,430.00	84.11%
Training and Education	4263	0.00	0.00	358.26	3,500.00	3,500.00	3,141.74	89.76%
Travel/Meetings	4265	0.00	0.00	0.00	50.00	50.00	50.00	100.00%
Total Materials and Supplies		1,647.50	1,058.00	18,254.41	40,642.00	41,800.00	23,545.59	56.33%
Contractual								
Consulting/Professional	4325	0.00	0.00	2,242.00	3,000.00	3,000.00	758.00	25.26%
Total Contractual		0.00	0.00	2,242.00	3,000.00	3,000.00	758.00	25.27%
Total Expenditures		5,482.55	4,892.50	62,681.91	85,829.50	90,821.00	28,139.09	30.98%
Total		(5,482.55)	(4,892.50)	(62,681.91)	(85,829.50)	(90,821.00)	(28,139.09)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Darien Business Alliance
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	6,038.32	6,667.00	72,501.58	73,334.00	80,000.00	7,498.42	9.37%
Total Salaries		6,038.32	6,667.00	72,501.58	73,334.00	80,000.00	7,498.42	9.37%
Benefits								
Social Security	4110	363.19	465.00	4,539.31	5,115.00	5,580.00	1,040.69	18.65%
Medicare	4111	84.94	108.75	1,061.59	1,196.25	1,305.00	243.41	18.65%
I.M.R.F.	4115	365.32	281.25	4,699.65	3,093.75	3,375.00	(1,324.65)	(39.24)%
Medical/Life Insurance	4120	481.14	500.00	5,292.54	5,500.00	6,000.00	707.46	11.79%
Supplemental Pensions	4135	0.00	100.00	0.00	1,100.00	1,200.00	1,200.00	100.00%
Total Benefits		1,294.59	1,455.00	15,593.09	16,005.00	17,460.00	1,866.91	10.69%
Materials and Supplies								
Dues and Subscriptions	4213	2,545.20	200.00	2,745.20	2,200.00	2,400.00	(345.20)	(14.38)%
Postage/Mailings	4233	0.00	0.00	0.00	200.00	200.00	200.00	100.00%
Printing and Forms	4235	0.00	0.00	0.00	250.00	250.00	250.00	100.00%
Public Relations	4239	1,574.03	0.00	73,611.83	57,150.00	63,700.00	(9,911.83)	(15.56)%
Supplies - Office	4253	0.00	0.00	176.88	300.00	300.00	123.12	41.04%
Supplies - Other	4257	0.00	0.00	0.00	100.00	100.00	100.00	100.00%
Travel/Meetings	4265	0.00	0.00	0.00	500.00	500.00	500.00	100.00%
Total Materials and Supplies		4,119.23	200.00	76,533.91	60,700.00	67,450.00	(9,083.91)	(13.47)%
Contractual								
Contingency	4330	436.00	1,667.00	5,176.33	18,334.00	20,000.00	14,823.67	74.11%
Total Contractual		436.00	1,667.00	5,176.33	18,334.00	20,000.00	14,823.67	74.12%
Total Expenditures		11,888.14	9,989.00	169,804.91	168,373.00	184,910.00	15,105.09	8.17%
Total		(11,888.14)	(9,989.00)	(169,804.91)	(168,373.00)	(184,910.00)	(15,105.09)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Community Development
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	31,138.07	30,948.00	341,983.46	340,432.00	371,380.00	29,396.54	7.91%
Overtime	4030	0.00	83.00	0.00	917.00	1,000.00	1,000.00	100.00%
Total Salaries		<u>31,138.07</u>	<u>31,031.00</u>	<u>341,983.46</u>	<u>341,349.00</u>	<u>372,380.00</u>	<u>30,396.54</u>	<u>8.16%</u>
Benefits								
Social Security	4110	1,878.89	1,812.00	20,205.34	19,932.00	21,742.00	1,536.66	7.06%
Medicare	4111	439.43	448.75	4,969.50	4,936.25	5,385.00	415.50	7.71%
I.M.R.F.	4115	791.02	968.00	10,454.64	10,648.00	11,616.00	1,161.36	9.99%
Medical/Life Insurance	4120	2,830.72	2,830.75	31,137.92	31,138.25	33,969.00	2,831.08	8.33%
Supplemental Pensions	4135	92.30	200.00	1,061.55	2,200.00	2,400.00	1,338.45	55.76%
Total Benefits		<u>6,032.36</u>	<u>6,259.50</u>	<u>67,828.95</u>	<u>68,854.50</u>	<u>75,112.00</u>	<u>7,283.05</u>	<u>9.70%</u>
Materials and Supplies								
Boards and Commissions	4205	0.00	0.00	2,400.00	1,200.00	1,200.00	(1,200.00)	(100.00)%
Dues and Subscriptions	4213	0.00	0.00	69,737.95	74,546.00	74,546.00	4,808.05	6.44%
Liability Insurance	4219	2,145.00	1,250.00	36,606.37	18,750.00	20,000.00	(16,606.37)	(83.03)%
Maintenance - Vehicles	4229	0.00	0.00	2,135.67	500.00	500.00	(1,635.67)	(327.13)%
Postage/Mailings	4233	0.00	0.00	245.00	475.00	475.00	230.00	48.42%
Printing and Forms	4235	0.00	0.00	349.80	565.00	565.00	215.20	38.08%
Economic Development	4240	0.00	0.00	420,036.36	379,000.00	379,000.00	(41,036.36)	(10.82)%
Supplies - Office	4253	5.59	0.00	482.46	500.00	500.00	17.54	3.50%
Training and Education	4263	0.00	0.00	0.00	500.00	500.00	500.00	100.00%
Travel/Meetings	4265	0.00	0.00	0.00	200.00	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	214.36	42.00	1,214.55	459.00	500.00	(714.55)	(142.91)%
Total Materials and Supplies		<u>2,364.95</u>	<u>1,292.00</u>	<u>533,208.16</u>	<u>476,695.00</u>	<u>477,986.00</u>	<u>(55,222.16)</u>	<u>(11.55)%</u>
Contractual								
Consulting/Professional	4325	0.00	6,641.00	115,019.13	171,659.00	178,300.00	63,280.87	35.49%
Conslt/Prof Reimbursable	4328	23,625.58	7,250.00	138,877.19	96,650.00	103,700.00	(35,177.19)	(33.92)%
Total Contractual		<u>23,625.58</u>	<u>13,891.00</u>	<u>253,896.32</u>	<u>268,309.00</u>	<u>282,000.00</u>	<u>28,103.68</u>	<u>9.97%</u>
Total Expenditures		<u>63,160.96</u>	<u>52,473.50</u>	<u>1,196,916.89</u>	<u>1,155,207.50</u>	<u>1,207,478.00</u>	<u>10,561.11</u>	<u>0.87%</u>
Total		<u>(63,160.96)</u>	<u>(52,473.50)</u>	<u>(1,196,916.89)</u>	<u>(1,155,207.50)</u>	<u>(1,207,478.00)</u>	<u>(10,561.11)</u>	<u>0.00%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	65,594.12	74,639.00	827,760.70	821,029.00	895,668.00	67,907.30	7.58%
Overtime	4030	3,097.26	8,580.00	26,880.58	94,420.00	103,000.00	76,119.42	73.90%
Total Salaries		68,691.38	83,219.00	854,641.28	915,449.00	998,668.00	144,026.72	14.42%
Benefits								
Social Security	4110	3,970.78	5,415.00	53,854.34	59,602.00	65,017.00	11,162.66	17.16%
Medicare	4111	928.62	1,265.00	12,592.58	13,941.00	15,206.00	2,613.42	17.18%
I.M.R.F.	4115	3,419.30	5,510.00	47,763.76	60,659.00	66,169.00	18,405.24	27.81%
Medical/Life Insurance	4120	12,766.31	14,678.00	144,166.29	161,459.00	176,137.00	31,970.71	18.15%
Supplemental Pensions	4135	184.60	200.00	2,123.10	2,200.00	2,400.00	276.90	11.53%
Total Benefits		21,269.61	27,068.00	260,500.07	297,861.00	324,929.00	64,428.93	19.83%
Materials and Supplies								
Dues and Subscriptions	4213	0.00	0.00	11,374.54	14,440.00	14,440.00	3,065.46	21.22%
Liability Insurance	4219	1,487.91	1,340.00	14,698.99	41,450.00	42,790.00	28,091.01	65.64%
Maintenance - Building	4223	59,548.88	5,340.00	475,666.35	833,488.00	838,823.00	363,156.65	43.29%
Maintenance - Equipment	4225	2,790.64	3,105.00	31,826.84	51,690.00	54,800.00	22,973.16	41.92%
Maintenance - Vehicles	4229	4,862.77	9,165.00	44,427.46	108,335.00	117,500.00	73,072.54	62.18%
Postage/Mailings	4233	0.00	40.00	577.59	460.00	500.00	(77.59)	(15.51)%
Rent - Equipment	4243	0.00	0.00	5,948.06	9,000.00	9,000.00	3,051.94	33.91%
Supplies - Office	4253	0.00	215.00	1,887.66	2,343.00	2,553.00	665.34	26.06%
Supplies - Other	4257	35,479.45	12,000.00	203,569.84	284,650.00	291,900.00	88,330.16	30.26%
Small Tools & Equipment	4259	6,958.17	0.00	18,329.52	21,800.00	21,800.00	3,470.48	15.91%
Training and Education	4263	0.00	1,038.00	4,795.06	11,413.00	12,450.00	7,654.94	61.48%
Telephone	4267	621.40	1,650.00	10,968.55	24,150.00	25,800.00	14,831.45	57.48%
Uniforms	4269	500.00	0.00	11,690.66	15,650.00	15,650.00	3,959.34	25.29%
Utilities (Elec,Gas,Wtr,Sewer)	4271	857.84	595.00	2,904.94	6,605.00	7,200.00	4,295.06	59.65%
Vehicle (Gas and Oil)	4273	31,845.13	8,065.00	73,127.96	88,725.00	96,790.00	23,662.04	24.44%
Total Materials and Supplies		144,952.19	42,553.00	911,794.02	1,514,199.00	1,551,996.00	640,201.98	41.25%
Contractual								
Consulting/Professional	4325	919.00	580.00	10,040.55	44,870.00	45,450.00	35,409.45	77.90%
Janitorial Service	4345	153.09	395.00	2,489.90	4,355.00	4,750.00	2,260.10	47.58%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Forestry	4350	28,698.74	5,500.00	295,455.53	367,984.00	373,484.00	78,028.47	20.89%
Street Light Oper & Maint.	4359	21,065.32	6,000.00	73,279.04	86,000.00	92,000.00	18,720.96	20.34%
Mosquito Abatement	4365	0.00	0.00	39,900.00	42,500.00	42,500.00	2,600.00	6.11%
Street Sweeping	4373	6,105.00	0.00	22,770.00	49,700.00	49,700.00	26,930.00	54.18%
Drainage Projects	4374	4,774.32	0.00	44,160.23	130,000.00	130,000.00	85,839.77	66.03%
Tree Trim/Removal	4375	900.00	0.00	7,946.90	192,648.00	192,648.00	184,701.10	95.87%
Total Contractual		62,615.47	12,475.00	496,042.15	918,057.00	930,532.00	434,489.85	46.69%
Capital Outlay								
Residential Concrete Program	4381	0.00	0.00	12,947.20	0.00	0.00	(12,947.20)	0.00%
Equipment	4815	36,241.50	0.00	155,190.12	373,810.00	373,810.00	218,619.88	58.48%
Total Capital Outlay		36,241.50	0.00	168,137.32	373,810.00	373,810.00	205,672.68	55.02%
Total Expenditures		333,770.15	165,315.00	2,691,114.84	4,019,376.00	4,179,935.00	1,488,820.16	35.62%
Total		(333,770.15)	(165,315.00)	(2,691,114.84)	(4,019,376.00)	(4,179,935.00)	(1,488,820.16)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	37,463.97	45,724.08	457,060.88	502,964.92	548,689.00	91,628.12	16.69%
Salaries - Officers	4020	331,142.36	397,677.00	3,788,293.69	4,374,449.00	4,772,126.00	983,832.31	20.61%
Overtime	4030	60,731.08	45,885.50	611,038.28	504,740.50	550,626.00	(60,412.28)	(10.97)%
Total Salaries		429,337.41	489,286.58	4,856,392.85	5,382,154.42	5,871,441.00	1,015,048.15	17.29%
Benefits								
Social Security	4110	2,264.18	2,834.92	28,566.27	31,184.09	34,019.00	5,452.73	16.02%
Medicare	4111	5,840.17	6,198.17	68,724.22	68,179.84	74,378.00	5,653.78	7.60%
I.M.R.F.	4115	2,148.60	2,530.50	27,979.09	27,835.50	30,366.00	2,386.91	7.86%
Medical/Life Insurance	4120	35,029.28	42,006.58	386,119.47	462,072.42	504,079.00	117,959.53	23.40%
SERVICE PENSION	4130	0.00	247,666.67	2,966,521.09	2,724,333.34	2,972,000.00	5,478.91	0.18%
Supplemental Pensions	4135	3,322.80	4,000.00	36,692.75	44,000.00	48,000.00	11,307.25	23.55%
Total Benefits		48,605.03	305,236.84	3,514,602.89	3,357,605.19	3,662,842.00	148,239.11	4.05%
Materials and Supplies								
Animal Control	4201	195.00	0.00	340.00	2,000.00	2,000.00	1,660.00	83.00%
Boards and Commissions	4205	7,319.50	0.00	38,005.95	13,250.00	13,250.00	(24,755.95)	(186.83)%
Dues and Subscriptions	4213	120.00	0.00	2,699.00	2,950.00	2,950.00	251.00	8.50%
Investigation and Equipment	4217	30,868.65	3,738.00	79,794.94	88,572.00	92,055.00	12,260.06	13.31%
Liability Insurance	4219	5,641.86	2,933.00	25,516.47	69,267.00	72,200.00	46,683.53	64.65%
Maintenance - Equipment	4225	1,892.38	0.00	22,502.68	32,450.00	32,450.00	9,947.32	30.65%
Maintenance - Vehicles	4229	2,024.16	333.00	16,385.89	24,467.00	24,800.00	8,414.11	33.92%
Postage/Mailings	4233	0.00	0.00	640.00	3,500.00	3,500.00	2,860.00	81.71%
Printing and Forms	4235	200.00	0.00	469.96	1,500.00	1,500.00	1,030.04	68.66%
Public Relations	4239	336.00	0.00	4,464.10	5,000.00	5,000.00	535.90	10.71%
Rent - Equipment	4243	0.00	483.00	600.00	5,317.00	5,800.00	5,200.00	89.65%
Supplies - Office	4253	277.07	583.00	5,994.59	6,417.00	7,000.00	1,005.41	14.36%
Training and Education	4263	1,415.54	5,687.00	48,331.15	62,558.00	68,245.00	19,913.85	29.17%
Travel/Meetings	4265	57.97	991.00	11,667.85	37,874.00	38,865.00	27,197.15	69.97%
Telephone	4267	1,284.29	1,509.00	12,120.70	16,593.00	18,100.00	5,979.30	33.03%
Uniforms	4269	4,346.64	0.00	58,975.19	59,500.00	59,500.00	524.81	0.88%
Utilities (Elec,Gas,Wtr,Sewer)	4271	1,514.93	1,749.67	9,302.92	19,250.34	21,000.00	11,697.08	55.70%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Vehicle (Gas and Oil)	4273 10,425.84	7,500.00	62,714.37	82,500.00	90,000.00	27,285.63	30.31%
Total Materials and Supplies	67,919.83	25,506.67	400,525.76	532,965.34	558,215.00	157,689.24	28.25%
Contractual							
Consulting/Professional	4325 0.00	500.00	541,328.63	597,150.00	597,650.00	56,321.37	9.42%
Dumeg/Fiat/Child Center	4337 6,375.50	7,083.00	53,071.22	106,637.00	113,720.00	60,648.78	53.33%
Total Contractual	6,375.50	7,583.00	594,399.85	703,787.00	711,370.00	116,970.15	16.44%
Capital Outlay							
Equipment	4815 0.00	0.00	39,689.29	48,500.00	48,500.00	8,810.71	18.16%
Total Capital Outlay	0.00	0.00	39,689.29	48,500.00	48,500.00	8,810.71	18.17%
Total Expenditures	552,237.77	827,613.09	9,405,610.64	10,025,011.95	10,852,368.00	1,446,757.36	13.33%
Total	(552,237.77)	(827,613.09)	(9,405,610.64)	...0,025,011.95)	...,852,368.00)	(1,446,757.36)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	55,473.99	65,762.00	693,658.49	723,382.00	789,144.00	95,485.51	12.09%
Overtime	4030	7,170.11	12,500.00	178,606.39	137,500.00	150,000.00	(28,606.39)	(19.07)%
Total Salaries		<u>62,644.10</u>	<u>78,262.00</u>	<u>872,264.88</u>	<u>860,882.00</u>	<u>939,144.00</u>	<u>66,879.12</u>	<u>7.12%</u>
Benefits								
Social Security	4110	3,718.71	4,542.00	54,696.75	49,965.00	54,507.00	(189.75)	(0.34)%
Medicare	4111	869.70	1,062.00	12,792.22	11,686.00	12,748.00	(44.22)	(0.34)%
I.M.R.F.	4115	4,286.67	4,344.00	59,061.08	47,789.00	52,133.00	(6,928.08)	(13.28)%
Medical/Life Insurance	4120	7,586.02	7,586.00	83,446.22	83,446.00	91,032.00	7,585.78	8.33%
Supplemental Pensions	4135	184.60	200.00	2,123.10	2,200.00	2,400.00	276.90	11.53%
Total Benefits		<u>16,645.70</u>	<u>17,734.00</u>	<u>212,119.37</u>	<u>195,086.00</u>	<u>212,820.00</u>	<u>700.63</u>	<u>0.33%</u>
Materials and Supplies								
Dues and Subscriptions	4213	0.00	0.00	16,286.53	37,940.00	37,940.00	21,653.47	57.07%
Liability Insurance	4219	975.51	2,920.00	274,283.66	224,725.00	226,145.00	(48,138.66)	(21.28)%
Maintenance - Building	4223	42,820.85	4,350.00	150,239.00	440,070.00	444,415.00	294,176.00	66.19%
Maintenance - Equipment	4225	0.00	625.00	984.51	6,875.00	7,500.00	6,515.49	86.87%
Maintenance - Vehicles	4229	9,143.04	0.00	20,983.35	29,500.00	29,500.00	8,516.65	28.87%
Maintenance - Water System	4231	46,016.42	19,400.00	365,882.78	357,900.00	377,300.00	11,417.22	3.02%
Postage/Mailings	4233	0.00	83.00	0.00	917.00	1,000.00	1,000.00	100.00%
Quality Control	4241	1,042.50	1,237.00	10,666.10	28,613.00	29,850.00	19,183.90	64.26%
Service Charge	4251	29,166.67	29,167.00	320,833.37	320,834.00	350,000.00	29,166.63	8.33%
Supplies - Office	4253	128.37	100.00	1,199.96	1,100.00	1,200.00	0.04	0.00%
Supplies - Operation	4255	469.20	375.00	2,635.56	4,125.00	4,500.00	1,864.44	41.43%
Training and Education	4263	0.00	490.00	3,202.31	5,410.00	5,900.00	2,697.69	45.72%
Telephone	4267	2,261.65	1,127.00	14,038.51	20,423.00	21,550.00	7,511.49	34.85%
Uniforms	4269	0.00	0.00	8,369.29	12,450.00	12,450.00	4,080.71	32.77%
Utilities (Elec,Gas,Wtr,Sewer)	4271	9,564.92	3,330.00	45,301.95	36,670.00	40,000.00	(5,301.95)	(13.25)%
Vehicle (Gas and Oil)	4273	4,657.05	2,090.00	22,925.61	23,010.00	25,100.00	2,174.39	8.66%
Total Materials and Supplies		<u>146,246.18</u>	<u>65,294.00</u>	<u>1,257,832.49</u>	<u>1,550,562.00</u>	<u>1,614,350.00</u>	<u>356,517.51</u>	<u>22.08%</u>
Contractual								
Audit	4320	0.00	0.00	13,500.00	13,500.00	13,500.00	0.00	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Consulting/Professional	4325 0.00	1,420.00	10,164.59	18,130.00	19,550.00	9,385.41	48.00%
Leak Detection	4326 0.00	230.00	0.00	2,570.00	2,800.00	2,800.00	100.00%
Data Processing	4336 0.00	13,569.00	139,654.52	149,268.00	162,837.00	23,182.48	14.23%
DuPage Water Commission	4340 360,145.20	444,820.00	4,326,579.60	4,893,022.00	5,337,842.00	1,011,262.40	18.94%
Janitorial Service	4345 562.00	665.00	4,970.00	7,385.00	8,050.00	3,080.00	38.26%
Forestry	4350 0.00	0.00	3,044.30	4,534.00	4,534.00	1,489.70	32.85%
Total Contractual	360,707.20	460,704.00	4,497,913.01	5,088,409.00	5,549,113.00	1,051,199.99	18.94%
Capital Outlay							
Equipment	4815 24,764.50	0.00	299,573.11	363,310.00	363,310.00	63,736.89	17.54%
Water Meter Purchases	4880 0.00	0.00	0.00	5,000.00	5,000.00	5,000.00	100.00%
Total Capital Outlay	24,764.50	0.00	299,573.11	368,310.00	368,310.00	68,736.89	18.66%
Debt Service							
Debt Retire - Property	4945 0.00	0.00	683,575.00	694,825.00	694,825.00	11,250.00	1.61%
Total Debt Service	0.00	0.00	683,575.00	694,825.00	694,825.00	11,250.00	1.62%
Total Expenditures	611,007.68	621,994.00	7,823,277.86	8,758,074.00	9,378,562.00	1,555,284.14	16.58%
Total	(611,007.68)	(621,994.00)	(7,823,277.86)	(8,758,074.00)	(9,378,562.00)	(1,555,284.14)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Motor Fuel Tax
MFT Expenses
From 3/1/2026 Through 3/31/2026

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	21,362.41	27,500.00	287,755.79	310,000.00	335,000.00	47,244.21	14.10%
Overtime	4030	3,635.89	5,000.00	99,636.02	46,500.00	50,000.00	(49,636.02)	(99.27)%
Total Salaries		<u>24,998.30</u>	<u>32,500.00</u>	<u>387,391.81</u>	<u>356,500.00</u>	<u>385,000.00</u>	<u>(2,391.81)</u>	<u>(0.62)%</u>
Benefits								
Social Security	4110	1,549.90	1,770.00	24,018.30	19,070.00	20,770.00	(3,248.30)	(15.63)%
Medicare	4111	362.48	400.00	5,617.18	4,458.00	4,858.00	(759.18)	(15.62)%
I.M.R.F.	4115	1,752.38	1,350.00	24,911.82	14,772.00	16,072.00	(8,839.82)	(55.00)%
Total Benefits		<u>3,664.76</u>	<u>3,520.00</u>	<u>54,547.30</u>	<u>38,300.00</u>	<u>41,700.00</u>	<u>(12,847.30)</u>	<u>(30.81)%</u>
Materials and Supplies								
Road Material	4245	9,037.35	0.00	117,726.75	185,000.00	185,000.00	67,273.25	36.36%
Salt	4249	47,187.91	37,182.00	63,736.49	74,372.00	111,562.00	47,825.51	42.86%
Supplies - Other	4257	0.00	0.00	8,507.00	18,500.00	18,500.00	9,993.00	54.01%
Pavement Striping	4261	0.00	0.00	5,663.67	16,000.00	16,000.00	10,336.33	64.60%
Total Materials and Supplies		<u>56,225.26</u>	<u>37,182.00</u>	<u>195,633.91</u>	<u>293,872.00</u>	<u>331,062.00</u>	<u>135,428.09</u>	<u>40.91%</u>
Contractual								
Tree Trim/Removal	4375	0.00	0.00	18,304.51	19,000.00	19,000.00	695.49	3.66%
Total Contractual		<u>0.00</u>	<u>0.00</u>	<u>18,304.51</u>	<u>19,000.00</u>	<u>19,000.00</u>	<u>695.49</u>	<u>3.66%</u>
Capital Outlay								
Street Lights	4840	3,975.44	0.00	43,940.74	20,000.00	20,000.00	(23,940.74)	(119.70)%
Total Capital Outlay		<u>3,975.44</u>	<u>0.00</u>	<u>43,940.74</u>	<u>20,000.00</u>	<u>20,000.00</u>	<u>(23,940.74)</u>	<u>(119.70)%</u>
Total Expenditures		<u>88,863.76</u>	<u>73,202.00</u>	<u>699,818.27</u>	<u>727,672.00</u>	<u>796,762.00</u>	<u>96,943.73</u>	<u>12.17%</u>
Total		(88,863.76)	(73,202.00)	(699,818.27)	(727,672.00)	(796,762.00)	(96,943.73)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Stormwater Management Fund
Native Plantings
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Stormwater Management Special	4379	0.00	2,888.06	0.00	0.00	(2,888.06)	0.00%
Total Contractual	0.00	0.00	2,888.06	0.00	0.00	(2,888.06)	0.00%
Total Expenditures	0.00	0.00	2,888.06	0.00	0.00	(2,888.06)	0.00%
Total	0.00	0.00	(2,888.06)	0.00	0.00	2,888.06	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Special Service Area Tax Fund
SSA Expenditures
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Maintenance - Equipment	4225 0.00	125.00	0.00	1,375.00	1,500.00	1,500.00	100.00%
Total Materials and Supplies	0.00	125.00	0.00	1,375.00	1,500.00	1,500.00	100.00%
Contractual							
Consulting/Professional	4325 695.00	450.00	2,100.92	5,050.00	5,500.00	3,399.08	61.80%
Contingency	4330 0.00	150.00	0.00	1,825.00	2,000.00	2,000.00	100.00%
Total Contractual	695.00	600.00	2,100.92	6,875.00	7,500.00	5,399.08	71.99%
Total Expenditures	695.00	725.00	2,100.92	8,250.00	9,000.00	6,899.08	76.66%
Total	(695.00)	(725.00)	(2,100.92)	(8,250.00)	(9,000.00)	(6,899.08)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Vehicle (Gas and Oil)	4273 425.52	0.00	859.92	0.00	0.00	(859.92)	0.00%
Total Materials and Supplies	425.52	0.00	859.92	0.00	0.00	(859.92)	0.00%
Total Expenditures	425.52	0.00	859.92	0.00	0.00	(859.92)	0.00%
Total	(425.52)	0.00	(859.92)	0.00	0.00	859.92	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
FESA - Justice - 1
Drug Forfeiture Expenditures
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Dues and Subscriptions	4213	0.00	0.00	5,956.23	0.00	0.00	(5,956.23) 0.00%
Investigation and Equipment	4217	0.00	0.00	32,408.63	0.00	0.00	(32,408.63) 0.00%
Maintenance - Equipment	4225	1,995.25	0.00	1,995.25	0.00	0.00	(1,995.25) 0.00%
Vehicle (Gas and Oil)	4273	0.00	0.00	253.90	0.00	0.00	(253.90) 0.00%
Total Materials and Supplies	<u>1,995.25</u>	<u>0.00</u>	<u>40,614.01</u>	<u>0.00</u>	<u>0.00</u>	<u>(40,614.01)</u>	<u>0.00%</u>
Capital Outlay							
Equipment	4815	0.00	0.00	69,066.68	0.00	0.00	(69,066.68) 0.00%
Total Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>69,066.68</u>	<u>0.00</u>	<u>0.00</u>	<u>(69,066.68)</u>	<u>0.00%</u>
Total Expenditures	<u>1,995.25</u>	<u>0.00</u>	<u>109,680.69</u>	<u>0.00</u>	<u>0.00</u>	<u>(109,680.69)</u>	<u>0.00%</u>
Total	<u>(1,995.25)</u>	<u>0.00</u>	<u>(109,680.69)</u>	<u>0.00</u>	<u>0.00</u>	<u>109,680.69</u>	<u>0.00%</u>

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
FESA - Treasury - 2
Drug Forfeiture Expenditures
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Dues and Subscriptions	4213 2,104.76	0.00	7,907.76	0.00	0.00	(7,907.76)	0.00%
Investigation and Equipment	4217 0.00	0.00	11,500.31	0.00	0.00	(11,500.31)	0.00%
Total Materials and Supplies	<u>2,104.76</u>	<u>0.00</u>	<u>19,408.07</u>	<u>0.00</u>	<u>0.00</u>	<u>(19,408.07)</u>	<u>0.00%</u>
Total Expenditures	<u>2,104.76</u>	<u>0.00</u>	<u>19,408.07</u>	<u>0.00</u>	<u>0.00</u>	<u>(19,408.07)</u>	<u>0.00%</u>
Total	(2,104.76)	0.00	(19,408.07)	0.00	0.00	19,408.07	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Capital Improvement Fund
Capital Fund Expenditures
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Consulting/Professional	4325 21,507.50	19,000.00	40,257.50	52,000.00	52,000.00	11,742.50	22.58%
Total Contractual	21,507.50	19,000.00	40,257.50	52,000.00	52,000.00	11,742.50	22.58%
Capital Outlay							
Ditch Projects	4376 0.00	0.00	72,174.50	105,000.00	105,000.00	32,825.50	31.26%
Sidewalk Replacement Program	4380 0.00	0.00	421,636.45	466,000.00	466,000.00	44,363.55	9.52%
Curb & Gutter Replacement Prog	4383 0.00	0.00	756,814.50	774,600.00	774,600.00	17,785.50	2.29%
Capital Improv-Infrastructure	4390 14,667.50	0.00	157,098.38	920,045.00	920,045.00	762,946.62	82.92%
Street Reconstruction/Rehab	4855 0.00	0.00	1,469,678.83	1,664,500.00	1,664,500.00	194,821.17	11.70%
Total Capital Outlay	14,667.50	0.00	2,877,402.66	3,930,145.00	3,930,145.00	1,052,742.34	26.79%
Total Expenditures	36,175.00	19,000.00	2,917,660.16	3,982,145.00	3,982,145.00	1,064,484.84	26.73%
Total	(36,175.00)	(19,000.00)	(2,917,660.16)	(3,982,145.00)	(3,982,145.00)	(1,064,484.84)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Cannabis Funds
Police Department
From 3/1/2026 Through 3/31/2026

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Miscellaneous Expenditures	4232 45,450.21	0.00	57,776.20	0.00	0.00	(57,776.20)	0.00%
Total Materials and Supplies	45,450.21	0.00	57,776.20	0.00	0.00	(57,776.20)	0.00%
Total Expenditures	45,450.21	0.00	57,776.20	0.00	0.00	(57,776.20)	0.00%
Total	(45,450.21)	0.00	(57,776.20)	0.00	0.00	57,776.20	0.00%

CITY OF DARIEN -- CASH RESERVES
March 31, 2026

FUND	FUND NAME	TOTAL
01	General Fund	\$ 4,419,615.38
02	Water Fund	\$ 2,225,039.43
03	MFT Fund	\$ 780,528.29
05	Impact Fees Fund	\$ -
07	Stormwater Management Fund	\$ 40,081.59
10	Special Service Area Tax Fund	\$ 28,571.09
11	State Drug Forfeiture Fund	\$ 54,403.93
12	Water Depreciation Fund	\$ -
17	Federal Equitable Sharing Acct	\$ 1,515.59
18	Seized Asset Funds	\$ -
19	DOT - Federal Equitable Sharing	\$ 1,546.75
23	DUI Technology Fund	\$ 55,547.57
24	E-Citation Fund	\$ 17,355.98
25	Capital Improvement Fund	\$ 21,455,525.53
26	Cannabis Fund	\$ 139,369.31
	TOTAL	\$ 29,219,100.44

Prior Month Cash Balance

\$ 29,104,531.08

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 0.10%	\$ 54,403.93
Republic Bank Federal Federal Sharing Acct - 2.57%	\$ 3,062.34
Republic Bank Now Account - 2.57%	\$ 2,230,050.96
Republic Bank Operating Account	\$ 71,864.93
Republic Bank Payroll Account - Zero Balance Acct	\$ 233,382.77
Illinois Funds Money Market Account - 3.782%	\$ 23,189,251.88
IMET Investment Fund 3.684%	\$ 3,436,519.19
Cash on hand - PD - 1052	\$ 34.35
Petty Cash - CH - 1050	\$ 530.09
	TOTAL
	\$ 29,219,100.44

Market Value

Letter of Credit # 308548 - 12/30/2025 - 3/30/2026

\$ 6,000,000

Letter of Credit # 308548 (2nd Amendment) - 03/30/2026 - 6/29/2026

\$ 6,000,000

MOTION NO. _____

AGENDA MEMO
City Council
April 20, 2026

Issue Statement

A motion approving the Darien Youth Club and Darien Lions Club opening day parade and waive the Police Department expenses.

Background/History

On Saturday, April 25, 2026, the Darien Youth Club and Darien Lions Club will be hosting a parade for opening day, starting at the Darien Swim Club for nearly 600 community that participate in baseball, softball and soccer. The Darien Lions Club will provide support to help monitor the intersections as needed. The main intersections that would need police presence are Hinswood/Cass and 67th/Wilmette. In addition, barricades will be needed from 8:30 a.m. to 11:00 a.m. at Ironwood/Seminole, Ironwood/Beechnut, Beechnut/Hinswood, 69th/Wilmette and 67th/Wilmette. ([Attachment A](#))

Staff/Committee Recommendation

As directed by City Council

DECISION MODE

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

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

AYES: _____

NAYS: _____

ABSENT: _____

From: [Andrew Brunsen](#)
To: [Joe Marchese](#); [Maria Gonzalez](#)
Subject: DYC Parade - Saturday, April 25, 2026
Date: Thursday, March 26, 2026 2:35:20 PM
Attachments: [Outlook-A black bu.png](#)
[Outlook-A blue cir.png](#)
[Outlook-A blue and.png](#)
[Outlook-A blue flo.png](#)
[Route Map and Road Closure.png](#)

Mayor Joe,

Maria and Mayor Joe,

On April 25, 2025, the Darien Youth Club and the Darien Lions Club would like to have an opening day parade for the nearly 600 kids in the community that play baseball, softball and soccer. We are formally requesting that the assistance of the City of Darien to close the following intersections from 8:30 a.m. until 11:00 a.m.

Ironwood/Seminole
Ironwood/Beechnut
Beechnut/Hinswood
69th/Wilmette
67th/Wilmette.

The parade route will start at the Darien Swim and Raquet Club proceed out of the park down Ironwood to Beechnut. Beechnut north to Hinswood, Hinswood to Wilmette and and Wilmette North to the fields at Mark DeLay.

The main intersections that we would need police presence are Hinswood/Cass and 67th/Wilmette. Each intersection would need barricades similar to the ones used for the Darin Dash. The Darien Lions Club will provide support to help monitor other intersections as needed.

Attached is a picture of the route and please let me know if you have any questions or concerns before the city council meeting.

Additionally, DYC and the Lions Club would like to formally invite all members of the city council to be present at the first pitch ceremony following the parade.



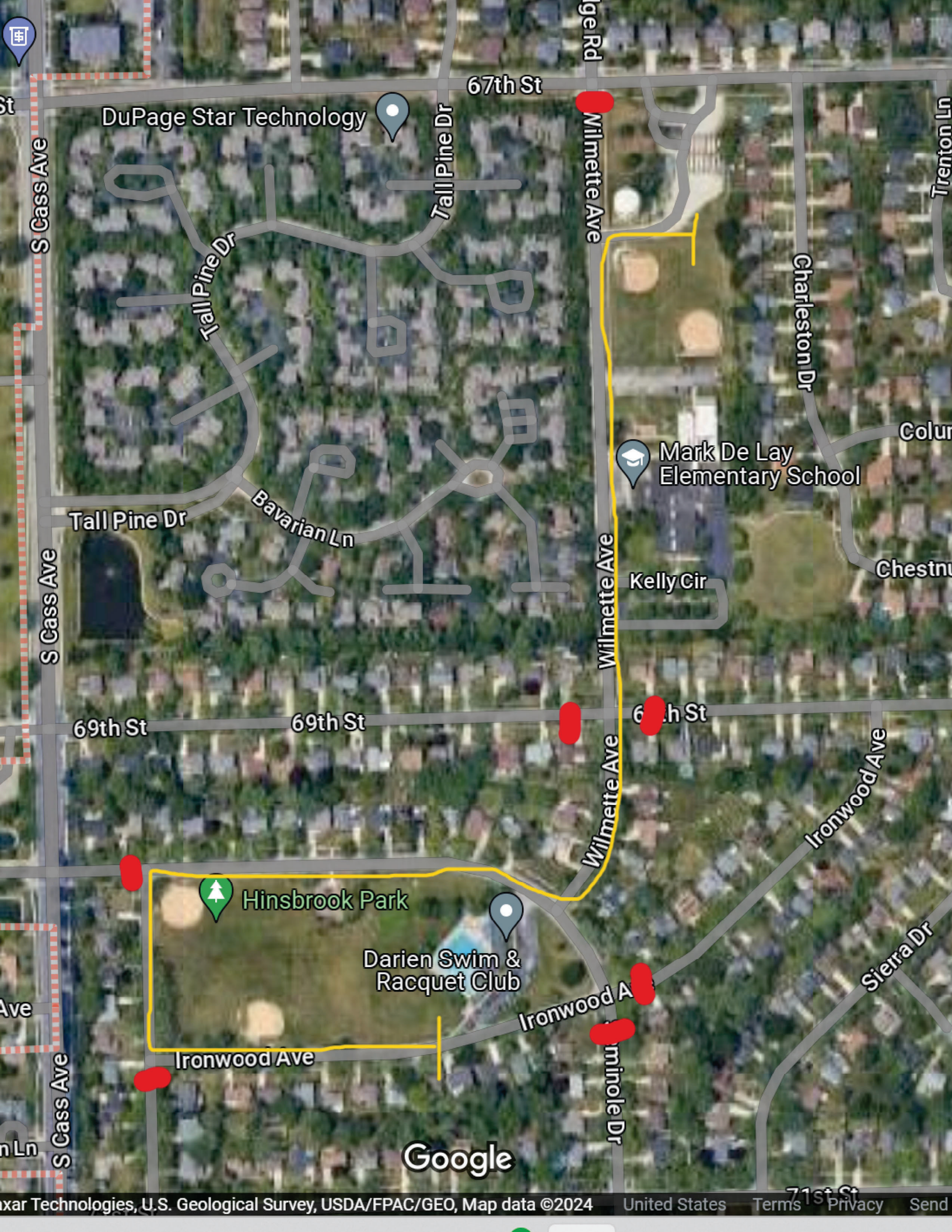
Andrew A. Brunsen

Owner/Funeral Director
Modell Funeral Home
7710 South Cass Avenue, Darien, Illinois 60561
Phone: 630-852-3595
andrew@modelldarien.com

WWW.MODELLDARIEN.COM



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DuPage Star Technology

67th St

Wilmette Ave

Mark De Lay Elementary School

Kelly Cir

69th St

Hinsbrook Park

Darien Swim & Racquet Club

Ironwood Ave

Google

AGENDA MEMO
City Council
Meeting Date: April 20, 2026

ISSUE STATEMENT

Motion approving the release of executive session minutes that no longer requires confidentiality. [BACKUP](#)

BACKGROUND/HISTORY

Executive session minutes are required to be reviewed periodically and the executive session minutes that no longer require confidentiality are then released as all other public meeting minutes are. Attached is a chart showing the minutes currently classified as confidential. The chart also shows minutes recommended for release. Minute dates noted with * and **bold** are recommended for release. The executive session minutes are kept in the Clerk’s office for your review.

STAFF/COMMITTEE RECOMMENDATION

The Staff recommends release of the minutes as shown in the attached chart.

ALTERNATE CONSIDERATION

Revise list of minutes to be released based on need to keep confidential.

DECISION MODE

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

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

AYES: _____

NAYS: _____

ABSENT: _____



CURRENT UNRELEASED EXECUTIVE SESSION MINUTES

	2003		
	May 5, 2003 –Litigation- first 3 paragraphs only		
	May 19, 2003 – Litigation – last paragraph only		
	2025		
*	September 2, 2025 - Personnel		
*	June 16, 2025 – Purchase or Lease of Real Estate		
*	May 19, 2025 - Personnel		

*- INDICATES DATE OF MINUTES RECOMENED FOR RELEASE. ONLY THOSE SUBJECTS IN BOLD RECOMMENDED FOR RELEASE

MOTION NO. _____

AGENDA MEMO

**City Council
April 20, 2026**

ISSUE STATEMENT

Consideration of a motion to enter into an [agreement with Clarke Mosquito](#) for three years.

BACKGROUND/HISTORY

Clarke Mosquito has been the contractor to control mosquito populations for the City of Darien for many years. There currently are no other alternatives for mosquito abatement and Clarke has prepared a three year proposal. This proposal is part of their EarthRight Program, a more environmentally friendly operation that reduces the City's carbon footprint as well as utilizes an EPA recognized larvicide called Natular. There has not been an increase since FYE 23. The proposed rate represents a 9.5% increase from last year.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends entering into a three year contract with Clarke Mosquito under the EarthRight Environmental Mosquito Management Program at \$43,700 for 2026. Pricing for 2027 and 2028 will be increased annually by CIP or 3%, whichever is less.

ALTERNATE CONSIDERATION

As directed

DECISION MODE

This item will be on the April 20, 2026 City Council meeting for formal approval.

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

AYES: _____

NAYS: _____

ABSENT: _____

**Clarke Environmental Mosquito Management, Inc.,
Professional Services Outline for
The 2026-2028 City of Darien EarthRight
Environmental Mosquito Management (EMM) Program**

Part I. General Service

- A. Aerial Survey and Geographic Information System (GIS) Mapping
- B. Computer System and Record Keeping Database
- C. Public Relations and Educational Brochures
- D. Mosquito Hotline Citizen Response – (800) 942-2555
- E. Comprehensive Insurance Coverage naming the City of Darien additionally insured
- F. Program Consulting and Quality Control Staff
- G. Monthly Operational Reports, Periodic Advisories, and Annual Report
- H. Regulatory compliance on local, state, and federal levels

Part II. Surveillance and Monitoring

- A. Floodwater Mosquito Migration Model:
The use of weather data and computer model to predict the arrival of *Aedes vexans* brood (hatch) and peak annoyance periods. (Clarke will contact the City of Darien representative and inform him/her of the impending brood arrival.
- B. Arbovirus Surveillance:
 - 1. Clarke New Jersey Light Trap Network to monitor and evaluate adult mosquito activity.
- C. Weather Monitoring – Operational Forecasts

Part III. Larval Control

- A. Targeted Mosquito Management System (TMMS™) computer database and site management.
- B. Larval Site Monitoring: 12 inspections
 - 1. Four (4) complete inspections of up to 76 sites as outlined by most recent Clarke GIS Survey.
 - 2. Five (5) targeted inspections of up to 38 breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 3. Three (3) targeted inspections of up to 33 known *Culex spp.* breeding areas as determined by the computerized Clarke Targeted Mosquito Management System™.
 - 4. Inspections of sites called in by residents on the Mosquito Hotline.
- C. Prescription Larval Control will be performed with Natular™ mosquito larvicide as described in the following sections.
 - 1. Larval Control: The program provides for up to 73 acres of single brood or 30-day residual product with backpack or hand equipment or with helicopter.
 - 2. Larval Control: The program provides for 3 backpack pre-hatch treatments of up to 1.0 acres using a 30-day residual product in the “Dale Basin” area.



3. Larval Control: The program provides for treatment of 3 backpack pre-hatch treatments of up to 0.5 acres using a 30-day residual product in the “Chestnut Detention Basin” area near Lemont Road and 75th Street.
4. Helicopter Prehatch: Three (3) treatments using a 30-day residual product of up to 15.0 acres for floodwater mosquito control.
5. Larval Control: Stocking of 2,000 mosquito eating fish for biological control.
6. Catch Basins: Back Yard Catch Basins: One (1) treatment of up to 6 known backyard catch basins using Natular™ XRT for control of up to 180 days. As new backyard catch basins are identified via citizen feedback and City referrals, treatments will be performed, and the locations added to the master list for future residents.
7. Catch Basins: One treatment of up to 2,000 catch basins, inlets and manholes using Natular™ XRT for up to 180 day control. Post-treatment application maps depicting the catch basin locations will be provided to the City, upon request.

Part IV. Adult Control

- A. Adulthooding in mosquito harborage areas:
 1. Upon City authorization, backpack barrier treatments using a synthetic pyrethroid insecticide of festival and concession stand areas for residual control of adult mosquitoes.
- B. Adulthooding in Residential Areas:
 1. Upon City authorization, community-wide truck ULV treatments of up to 89.4 miles of streets using Merus™ a botanical insecticide. Any additional authorized community ULV treatments will be priced at \$9,240.00 per treatment.
- C. Adulthooding Operational Procedures
 1. Notification of community contact.
 2. Weather limit monitoring and compliance.
 3. Notification of residents on Clarke Call Notification List.
 4. ULV particle size evaluation.
 5. Insecticide dosage and quality control analysis.

2026 EarthRight Total Annual Price for Parts I, II, III, IV**

\$43,700.00

****NPDES Permit:** A National Pollutant Discharge Elimination System (NPDES) permit is necessary for the execution of the work for mosquito control effective October 31, 2011. Any additional costs associated with activities and/or services that may be required by Clarke in order to comply with an NPDES permit are not included in this proposal.



EarthRight™

**Clarke Environmental Mosquito Management, Inc.,
Client Agreement Authorization for
The 2026-2028 City of Darien EarthRight
Environmental Mosquito Management (EMM) Program**

I. **Program Payment Plan:** For Parts I, II, III, and IV as specified in the 2026-2028 Professional Services Price Outline, the total for the 2026 program is \$43,700.00. The payments will be due according to the payment schedule below. Any additional treatments beyond the core program will be invoiced when the treatment is completed. Pricing for the 2027 and 2028 seasons will be increased annually by CPI or 3%, whichever is less.

PROGRAM PAYMENT PLAN

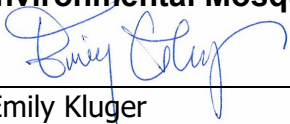
Month	2026	2027*	2028*
May 1	\$10,925.00	\$11,252.75	\$11,590.25
June 1	\$10,925.00	\$11,252.75	\$11,590.25
July 1	\$10,925.00	\$11,252.75	\$11,590.25
August 1	\$10,925.00	\$11,252.75	\$11,590.25
TOTAL	\$43,700.00	\$45,011.00	\$46,361.00

*prices listed for 2027 & 2028 show maximum increase of 3% for budgeting purposes

For City of Darien:

Sign Name: _____ Title: _____ Date: _____

For Clarke Environmental Mosquito Management, Inc.:

Name:  Title: Key Accounts Manager Date: 11/18/2025
Emily Kluger



EarthRight™

**Clarke Environmental Mosquito Management, Inc.,
Client Authorization for
The 2026-2028 City of Darien EarthRight
Environmental Mosquito Management (EMM) Program**

Administrative Information:

Invoices should be sent to:

Name: _____
Address: _____
City: _____ State: _____ Zip _____
Office Phone: _____ Fax: _____ P.O. # _____
E-mail: _____ County: _____

****In an effort to be more sustainable, we ask that you provide us with an Email address that the invoices should be sent to.****

Treatment Address (if different from above):

County: _____

Address: _____
City: _____ State: _____ Zip _____

Contact Person for City of Darien:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Alternate Contact Person for City of Darien:

Name: _____ Title: _____
Office Phone: _____ Fax: _____ E-Mail: _____
Home Phone: _____ Cell: _____ Pager: _____

Please sign and return a copy of the complete contract for our files to:

Clarke Environmental Mosquito Management, Inc., Attn: Emily Kluger
675 Sidwell Court, St Charles, IL 60174 or email to ekluger@clarke.com

AGENDA MEMO
City Council
April 20, 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.

ORDINANCE

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.

COMMITTEE RECOMMENDATION

The Municipal Services Committee 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 flyer for Ezee Fiber. It features a clean, modern design with a white background and blue and orange accents. The top right corner displays the Ezee Fiber logo. The main headline is 'Hey neighbor, big news: premium internet is on the way.' Below this, there are several sections of text: a 'Let's face it' section addressing common internet issues, a 'We get it' section explaining the company's mission, a 'Why Ezee Fiber?' section with bullet points, a call to action to pre-register, a testimonial from Greg Thomas, and a promotional offer for a first month on us. The right side of the flyer features a 'Featuring' section with '5 Gig & 8 Gig speeds', an image of the 'eero Max 7 router', a QR code for pre-registration, and customer reviews from PC Mag and Google.

ezee
F I B E R

Featuring
5 Gig & 8 Gig
speeds.

eero Max 7 router
included.

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.

Greg Thomas
Greg Thomas
SVP, Midwest Region

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.

Scan or call to pre-register.

872.201.8088
fast.ezeefiber.com

OUR CUSTOMER REVIEWS

4.9 ★★★★★  10,000+ REVIEWS

 **PC MAG BEST ISP[®] USA 2024** Fastest ISP in West South Central US

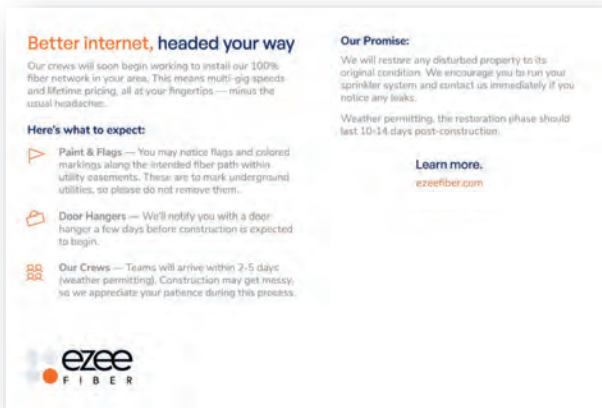


Example

Construction Notifications

Construction Postcard #1

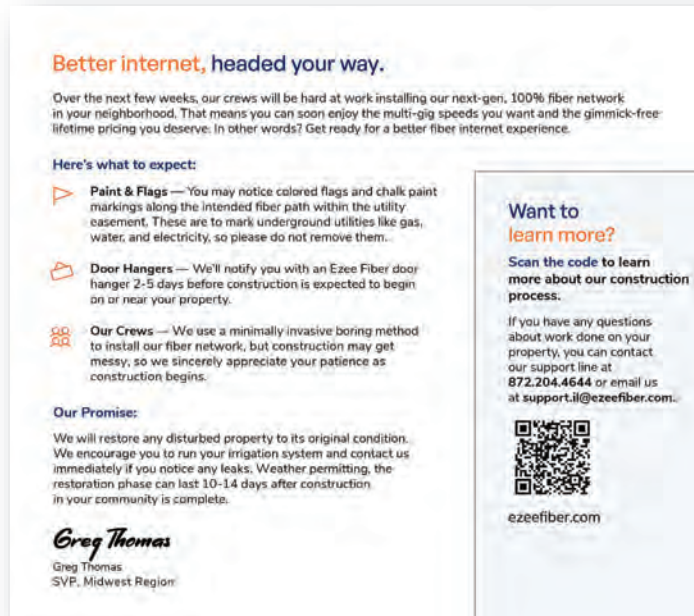
Sent to homeowners 60 (+/-) days before construction begins. It informs homeowners of what to expect during the Ezee Fiber construction process.



Example

Construction Letter #2

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



Fiber Is Coming Postcard

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



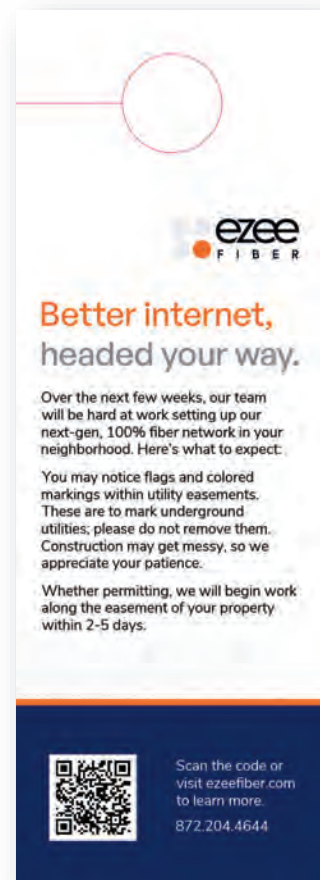
Example



Construction Notifications

Better Internet Headed Your Way

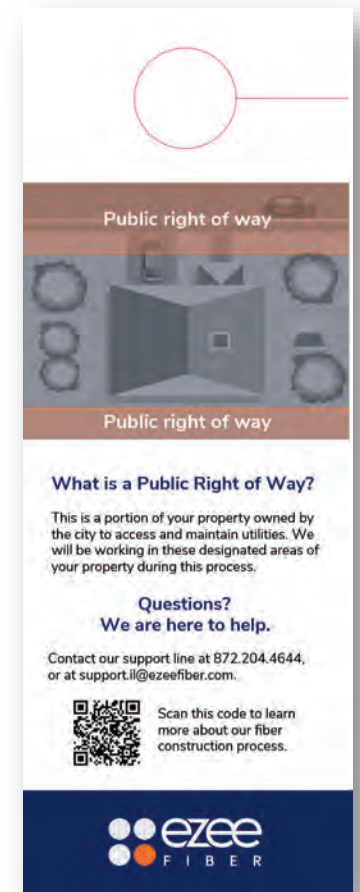
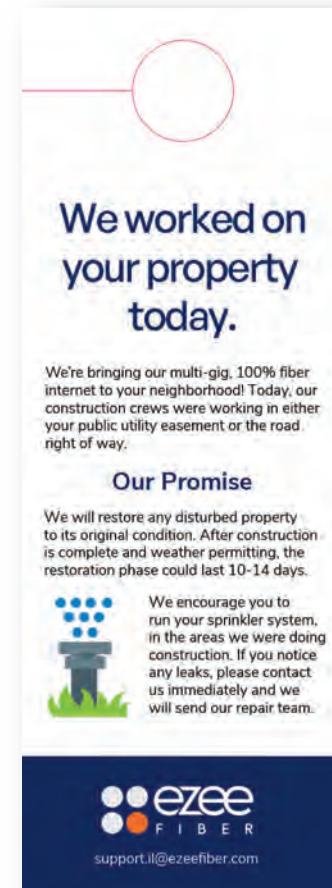
- First door hanger
- Placed on doors 2-5 days before construction begins on / near property
- Explains what to expect during construction
- How to get help if you need it
- Our Promise to restore your property



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

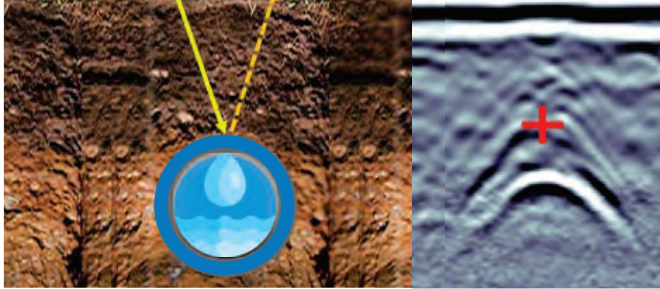
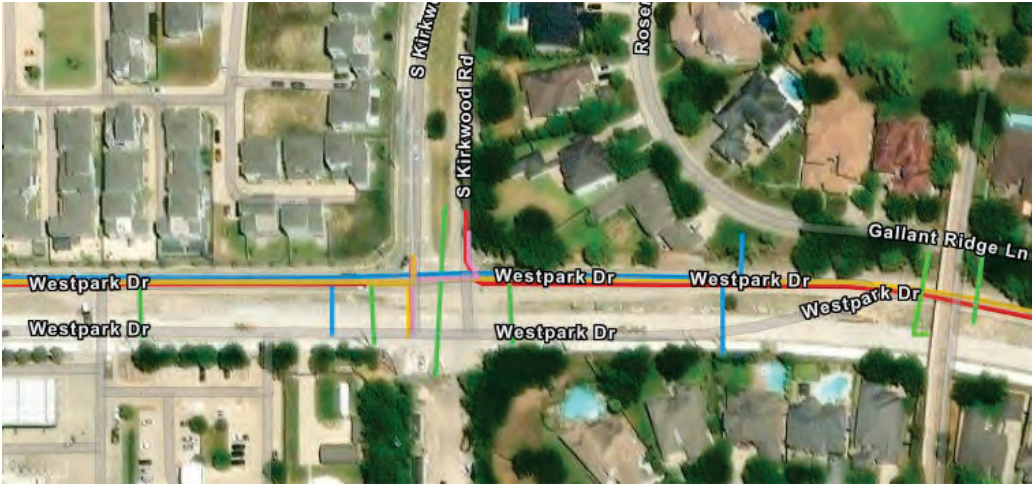
Advanced GIS systems help us serve you better!

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

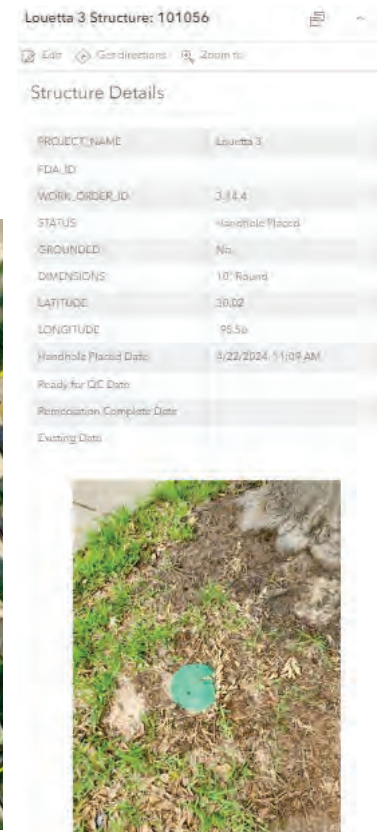
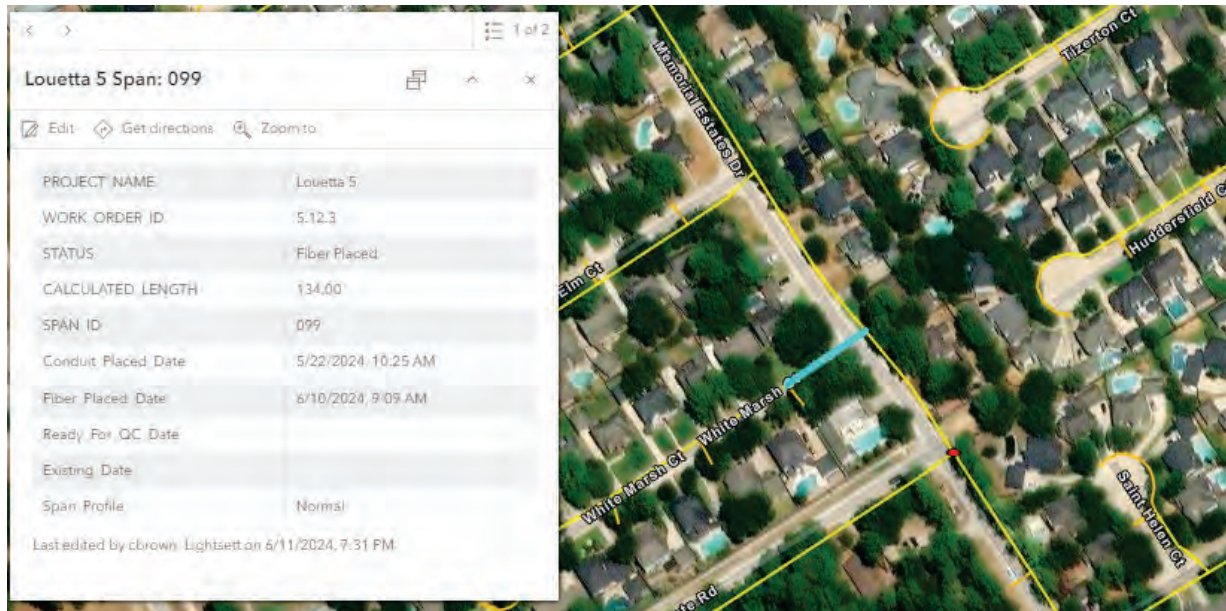


Our Technology

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



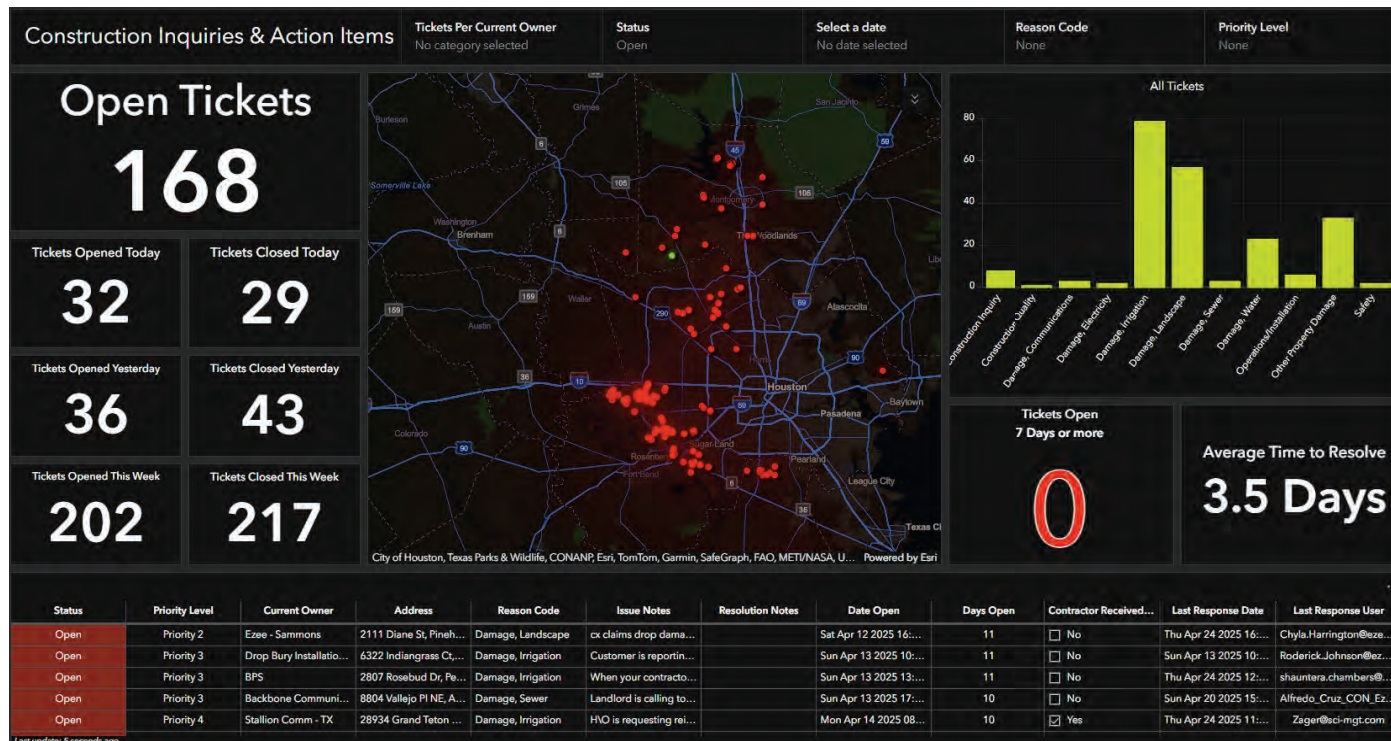
Our Technology



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

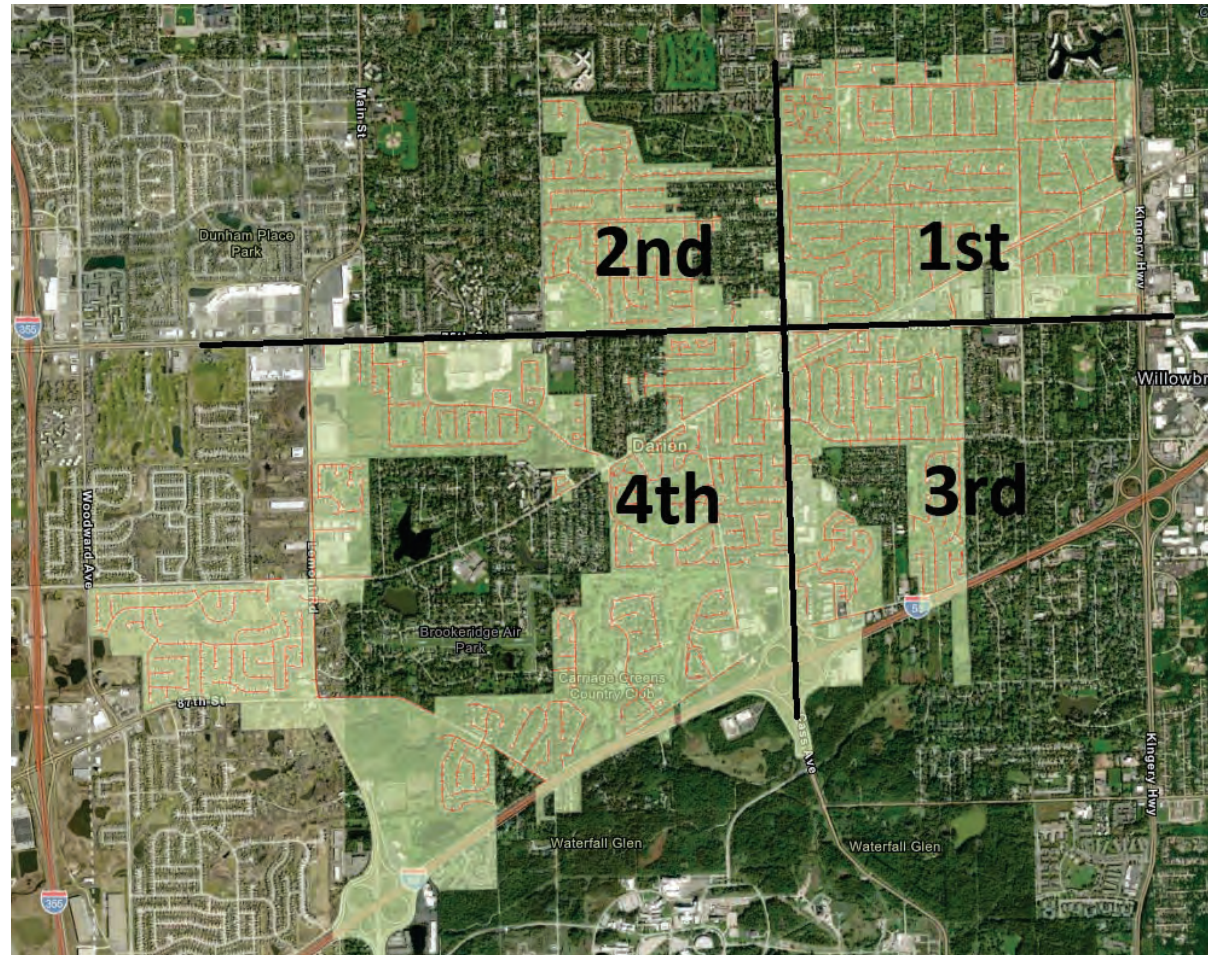
When we make the decision to invest in a community, we also support local pillars such as the Chamber, small businesses, non-profits, first responders, ISDs and HOAs.



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

AYES _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

City clean 4-3-25


 ORD

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. [Exhibit A - Disclosure Affidavit](#)

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, 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 clean 4-3-25

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 Salimbas, 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: _____

MOTION NO. _____

AGENDA MEMO**City Council
April 20, 2026****ISSUE STATEMENT**

A motion approving a [Memorandum of Understanding \(MOU\)](#) between the City of Darien and the Darien Lions Club for the 2026 Darien Fest and 2026 October Fest attached as exhibit 1.

BACKGROUND/HISTORY

The city is finalizing details for Darien Fest and October Fest. The staff is requesting the City Council confirm certain aspects of both of these events

- **DARIEN FEST**

For Darien Fest, the city has already approved the agreement with School District 86 and authorized staff to enter into agreements with the bands and sounds/stage company. One outstanding item is confirming that the Lions Club and Women's Club will handle the alcohol sales. Last year the Lions Club handled all alcohol sales, which included securing the required insurance, purchasing, serving and retaining revenues. The intent this year is to allow the Lions to handle the beer sales and the Woman's Club will handle the wine sales.

- **OCTOBER FEST**

October Fest is an event the City has offered for the last 2 years. This year's event is scheduled for October 3rd and will be held at Carriage Greens between the hours of 3:00pm to 10:00pm. October Fest has been a partnership between the city and the Lions Club. The FYE 27 October Fest budget is \$8,705, which includes the bands, stage, portable toilets/wash station, sound, banners and a \$3,000 contingency. A copy of the revenue/expenses report from the Lions Club for the 2025 fest is attached. The report shows they had revenues of \$17,397 and expenses of \$13,290.50.

In order to formalize the partnerships for this event, staff is asking for council consideration to approve the attached Memorandum of Understanding (MOU) which includes

- 1 Darien Fest**

Allowing the Lions Club to handle the beer sales and the Woman's Club to handle the wine sales. The Lions and Woman's Clubs will secure the required insurance and license, purchase, serve and retain alcohol revenues.

- 2 October Fest –**

- Allowing the Lions Club to handle the beer sales and the Woman's Club to handle the wine sales. The Lions and Woman's Clubs will secure the required insurance and license, purchase, serve and retain alcohol revenues.
- Allowing the Lions to handle the non-exclusive food sales and exclusive beer sales, and the Woman's Club to handle the wine sales. The Lions and Woman's Clubs will secure the required insurance and license, purchase, serve and retain alcohol revenues.

- Authorize staff to enter into agreements with the bands and sounds/stage company and other items approved in the budget
- Approve the Fest location to be Carriage Greens and fest hours to be between 3:00pm to 10:00pm
- Lions will work with Darien Police to limit parking to one side of Carriage Greens Drive for more efficient traffic flow in & out of the subdivision. Lions will purchase the necessary temporary no parking signs
- Lions will “rope off” the event from the golf course to the CGCC specifications and will advise the city if they observe any unauthorized individuals that are on the course.
- Lions will contact the area residents as determined by the neighborhood HOA President. Lions will work with the HOA on educating the homeowners about the event and place *Respect Your Neighbor* signs at various locations in the neighborhood. The Lions will advise the city if they observe other issues in the neighborhood such as traffic problems, fest participants trespassing on private property and other issues disruptive to the neighborhood
- City will coordinate with Carriage Greens for use of the course property planned for this event
- City will pay for the stage 2 bands, sound equipment, portable wash/toilet station, event banners
- City will be responsible for traffic planning for the event
- City will solicit for event sponsors and retain sponsorship proceeds
- City will coordinate garbage service with LRS
- Lions will provide and pay for large tent, 2 face painters, bouncy houses and Coordinate event activities such as bags tournament and other activities as planned
- Lions will coordinate volunteers for post fest and neighborhood cleanup
- The City and Lions Club understand that issues may arise that are not covered by this MOA and agree to have city staff discuss and resolve those issues administratively

The Administrative/Finance recommended approval of the items above in substantially the same form. The committee discussed if the city should retain any of the revenue from liquor sales but made no specific recommendation. Additionally, Mayor Marchese attended the 4-9-26 Lions board meeting. The Mayor formally requested that the Lions provide \$3,000 for scholarships for the 2026 intern program with the high schools. We will have 3 students from HS and DGS and each would receive \$500. The Lions agreed to provide the scholarships, subject to their full board approval in May.

MOTION NO. _____

STAFF/COMMITTEE RECOMMENDATION

Staff recommends the Council approve a motion approving the Memorandum of Understanding Between the City of Darien and the Darien Lions Club attached as exhibit 1.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will on the April 20, 2026, City Council Agenda for consideration.

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

AYES: _____

NAYS: _____

ABSENT: _____

Memorandum of Understanding

Between the City of Darien and the Darien Lions Club

This Memorandum of Understanding clarifies the responsibilities of the City and Lions Club for the 2026 Darien Fest and the 2026 October Fest

The City of Darien and the Darien Lions Club agree to the following:

1 Darien Fest

Allowing the Lions Club to handle the beer sales and the Woman's Club to handle the wine sales. The Lions and Woman's Clubs will secure the required insurance and license, purchase, serve and retain alcohol revenues.

2 October Fest

- Will be held at Carriage Greens Country Club (CGCC) on Saturday, October 3, 2026 between the hours of 3:00 p.m. and 10:00 p.m.
- Allowing the Lions Club to handle the beer sales and the Woman's Club to handle the wine sales. The Lions and Woman's Clubs will secure the required insurance and license, purchase, serve and retain alcohol revenues.
- Allowing the Lions to handle the non-exclusive food sales and exclusive beer sales, and the Woman's Club to handle the wine sales. The Lions and Woman's Clubs will secure the required insurance and license, purchase, serve and retain alcohol revenues.
- City will enter into agreements with the bands and sounds/stage company and other items approved in the budget
- Approve the Fest location to be Carriage Greens Country Club and fest hours to be between 3:00pm to 10:00pm
- Lions will work with Darien Police to limit parking to one side of Carriage Greens Drive for more efficient traffic flow in & out of the subdivision. Lions will purchase the necessary temporary no parking signs
- Lions will "rope off" the event from the golf course to the CGCC specifications and will advise the city if they observe any unauthorized individuals that are on the course.
- Lions will contact and the area residents as determined by the neighborhood HOA President. Lions will work with the HOA on educating the homeowners about the event and place *Respect Your Neighbor* signs at various locations in the neighborhood. The Lions will advise the city if they observe other issues in the neighborhood such as traffic problems, fest participants trespassing on private property and other issues disruptive to the neighborhood
- City will coordinate with CGCC for use of the course property planned for this event

- City will pay for the stage, 2 bands, sound equipment, portable wash/toilet station, event banners
- City will be responsible for traffic planning for the event
- City will solicit for event sponsors and retain sponsorship proceeds
- City will coordinate garbage service with LRS
- Lions will provide and pay for large tent, 2 face painters, bouncy houses and coordinate event activities such as bags tournament and other activities as planned
- Lions will coordinate volunteers for post fest and neighborhood cleanup
- The City and Lions Club understand that issues may arise that are not covered by this MOA and agree to have city staff discuss and resolve those issues administratively

Approved by Darien Lions Club authorized rep: _____ Date: _____

Approved by JOSEPH A. MARCHESE, MAYOR: _____ Date: _____

MOTION NO. _____

AGENDA MEMO
City Council
April 20, 2026

ISSUE STATEMENT

1. Approval of a motion authorizing the Plainfield Road Rear Wall Retaining Project at the south east corner of Plainfield Road and Cass Ave in an amount not to exceed \$751,204, with a reimbursement from the County of DuPage, as per the Intergovernmental Agreement on file in an amount of approximately \$381,484 pending final quantities.

AND

2. Approval of a motion authorizing the Mayor to enter into a contract with Landworks Limited for the Plainfield Road Rear Wall Project, in an amount not to exceed \$422,527.47 as per the schedule of pricing under [Exhibit A](#)

AND

3. Approval of a motion authorizing a Public Works Drainage Project as part of the Plainfield Road Rear Wall Project to JC Landscaping in an amount not to exceed \$86,200 as per the schedule of pricing under [Exhibit B](#)

AND

4. Approval of a motion authorizing an expenditure for down lighting, electrical lighting components, Com Ed Service and installation as part of the Plainfield Road Rear Wall Project in an amount not to exceed \$25,000 as per the schedule of pricing under [Exhibit C](#)

AND

5. Approval of a motion authorizing an expenditure for the purchase and installation services of select trees, planting and mulching to Spring Grove Nursery (Supplier) and Apex Landscaping (Installer) in an amount not to exceed \$17,288, in accordance with the schedule of pricing outlined in [Exhibit D](#).

AND

6. Approval of a motion authorizing an expenditure for the removal and replacement of the curb and gutter through the City's approved 2026 concrete contract with Suburban Concrete, at the contract unit pricing for Linden Ave and Plainfield Road, as part of the Plainfield Road Rear Wall Project, radius widening in an amount not to exceed \$10,512 as per the schedule of pricing under [Exhibit E](#)

AND

7. Approval of a motion authorizing an expenditure for the milling and resurfacing through the City's approved 2026 road maintenance program with Builders Paving, at the contract unit pricing for Linden and Plainfield Road as part of the Plainfield Road Rear Wall Project, radius widening in an amount not to exceed \$25,000 as per the schedule of pricing under [Exhibit F](#)

AND

8. Approval of a motion authorizing a contingency in the amount of \$58,531 for any unforeseen Project conditions or additions that may be required.

BACKGROUND/HISTORY

1. Approval of a motion authorizing the Plainfield Road Rear Wall Retaining project at the southeast corner of Plainfield Road and Cass Ave in an amount not to exceed \$751,204 with a reimbursement from the County of DuPage as per the IGA on file in an amount of approximately \$381,484, pending final quantities. The City cost share is approximately \$369,721, pending final quantities.

Attached and labeled is [Attachment A](#), regarding City Council approved correspondence and backup. Attached and labeled as [Attachment B](#) is the funding breakdown for the Plainfield Road Retaining Wall Project.

Project Narrative

The project was first considered in late 2022, at which time City staff-initiated discussions with the County of DuPage regarding a joint cooperative project to improve the Cass Avenue corridor. On September 5, 2023, the City entered into an Intergovernmental Agreement (IGA) with the County for cost-sharing on various project components.

On November 6, 2023, the City Council authorized an Engineering Agreement with the City's engineer, Christopher B. Burke Engineering. During field reconnaissance, land acquisition discussions, and further design development, it was determined that the original 2022 cost estimate required adjustment due to updated pricing, expanded scope, and additional infrastructure and safety considerations. The revised total project cost is currently estimated at approximately \$800,000 and remains within the planned budget.

On July 8, 2025, the IGA was amended to increase the County's cost participation as follows:

Maximum County participation: \$452,000, consisting of:

50% of construction costs (excluding lighting)

100% of land acquisition costs

50% of engineering costs

The City will serve as the lead agency for the project, including oversight of the construction contract and site work. Christopher B. Burke Engineering will provide part-time construction observation services.

The final scope of work includes the following:

- A. Land Acquisition
- B. Utility Relocates-Com Ed Tree Removal
- C. Tree Removal
- D. Guard Rail Removal
- E. Sidewalk Removal
- F. Fence Removal
- G. Limited Existing Retaining Wall Removal
- H. Installation of New Retaining Wall
- I. 8-foot Polyethylene Solid Fence
- J. Down Lighting
- K. Removal of Limited Depressed Curb and Gutter Replacement with a Modified Curb
- L. New Realigned Sidewalk
- M. Rear Yard Drainage Project
- N. Radius Improvement at Linden
- O. Landscape Restoration
- P. Tree Planting

2. Approval of a motion authorizing the Mayor to enter into a contract with Landworks Limited for the Plainfield Road Rear Wall Project as per the schedule of pricing under [Exhibit A](#) in an amount not to exceed \$422,527.47

Sealed bids were opened on Tuesday, April 7, 2026. A summary of the seven (7) bids received is attached and labeled as [Attachment C](#). The lowest responsive bid was Landworks Limited in the amount of \$422,527.47. Please note the bid submitted by Landworks Limited was corrected due to a mathematical error.

Landworks Limited scope of work is limited to the above Items C through I, K, L and O. Landworks Limited has provided services in the past with positive results.

3. Approval of a motion authorizing a Public Works Drainage Project as part of the Plainfield Road Rear Wall Project to JC Landscaping in an amount not to exceed \$86,200 as per the schedule of pricing under [Exhibit B](#)

As part of the overall project, a rear yard and wall drainage improvement is proposed for the area located behind the rear wall. This work will include the City supplying materials and with JC Landscaping serving as the project vendor under the direction and oversight of City staff.

The scope of work includes:

- Installation of storm sewer and drainage inlets
- Installation of 6–12-inch High-Density Polyethylene (HDPE) pipe
- Landscape restoration following construction

Attached and labeled as [Exhibit B](#) (attached, 2 pages) provides an aerial view of the project area along with a detailed cost summary.

All materials and vendor services associated with this project have been previously approved by the City Council as part of the FYE27 Budget and are on file.

4. Approval of a motion authorizing an expenditure for downlighting, electrical lighting components, ComEd service, and installation as part of the Plainfield Road Rear Wall Project in an amount not to exceed \$34,600, in accordance with the schedule of pricing outlined in [Exhibit C](#).

As part of the Plainfield Road Rear Wall Retaining Project located at the southeast corner of Plainfield Road and Cass Avenue, the installation of downlighting has been incorporated into the overall project design. The downlighting component is intended to enhance the aesthetic character of the corridor and provide ambient illumination on the fence panels. This item is not eligible for reimbursement under the terms of the IGA

City Staff has recommended the inclusion of downlighting fixtures to create a visually appealing and cohesive streetscape. The proposed lighting will provide a consistent ambient setting while complementing the newly constructed retaining wall and associated improvements.

The City will directly procure the lighting fixtures to ensure compliance with project specifications and design intent. Electrical installation services will be performed by the City's awarded electrical contractor, Rags Electric, at approved unit rates currently on file.

See attached and labeled, as [Exhibit C](#), consisting of four pages, are the catalogue cuts and cost summary for the downlighting segment of the project.

5. Approval of a motion authorizing an expenditure for the purchase and installation services of select trees, planting and mulching to Spring Grove Nursery (Supplier) and Apex Landscaping (Installer) in an amount not to exceed \$17,288, in accordance with the schedule of pricing outlined in [Exhibit D](#).

This expenditure includes the procurement of trees and shrubbery, as well as installation services associated with landscape enhancements for the Plainfield Road Rear Wall Project, under the direction and oversight of City staff.

As part of the overall project, tree and shrubbery planting is included to restore vegetation removed during construction of the retaining wall and associated utility relocations. The scope of work includes the installation of various tree species, as well as planting and mulching.

The proposed vendor, Spring Grove Nursery (Supplier) and Apex Landscaping (Installer), is an awarded vendor through the Suburban Tree Consortium, of which the City is a participant, allowing for cost-effective procurement.

Attached and labeled as [Exhibit D](#), is the cost summary for the trees and shrubbery for the project. Pending resident input, the species selection may require adjustment.

6. Approval of a motion authorizing an expenditure for the removal and replacement of curb and gutter through the City's approved 2026 concrete contract with Suburban Concrete, at contract unit pricing, for improvements at Linden Avenue and Plainfield Road as part of the Plainfield Road Rear Wall Project (radius widening), in an amount not to exceed \$10,512, as outlined in the schedule of pricing under [Exhibit E](#).

In conjunction with the Retaining Wall Project, staff has evaluated the intersection of Linden Avenue at Plainfield Road. Currently, the curb radii at this intersection are restrictive, requiring vehicles to make slow and difficult turning movements from Plainfield Road onto Linden Avenue.

Larger vehicles, including buses, must often wait for opposing traffic to clear in order to complete turns onto southbound Linden Avenue from eastbound Plainfield Road. In many instances, these vehicles encroach onto the curb to complete the maneuver.

This intersection serves as a primary access point for residents of the Brookhaven and Farmingdale subdivisions. Due to the proposed improvements extending into DuPage County right-of-way, staff coordinated with the City Engineer to prepare an aerial exhibit and a scope of work letter for County permitting.

The proposed scope of work includes increasing the curb radii to improve turning movements and overall traffic flow. This work will require:

Removal and replacement of select curb and gutter

Limited pavement removal and replacement

The curb and gutter work will be performed by Suburban Concrete, the City's awarded contractor, under previously established contract unit pricing. The associated pavement work will be completed under a separate motion identified as Item 6 ([Exhibit F](#)).

7. Approval of a motion authorizing an expenditure for the milling and resurfacing through the City's approved 2026 road maintenance program with Builders Paving, at the contract unit pricing for Linden and Plainfield Road as part of the Plainfield Road Rear Wall Project, radius widening in an amount not to exceed \$6,671 as per the schedule of pricing under [Exhibit F](#)

The following work is associated with the narrative in Item 6, for the paving portion of the roadway. The paving consists of milling and profiling approximately 2-4 inches, subbase repairs, resurfacing and pavement markings.

See additional details attached and labeled as [Exhibit F](#), pages 1-2

8. Approval of a motion authorizing a contingency in the amount of \$58,531 for any unforeseen Project conditions or additions that may be required.

Staff has included a 10% contingency for any unforeseen costs that may arise from the Project.

STAFF/COMMITTEE RECOMMENDATION

Staff recommend the approval of the noted motions. The Municipal Services Committee has been updated regularly regarding scope of work and progress at the scheduled meetings and recommended forwarding this item to New Business. [Attachment D](#) is a recommendation to award letter from Christopher B. Burke Engineering.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

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

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

AYES: _____

NAYS: _____

ABSENT: _____

AGENDA MEMO
City Council
June 2, 2025

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

The original IGA for the proposed project was approved on September 5, 2023, and is attached and labeled as Attachment A. The approved IGA proposed a 50/50 cost share based on a scope of work valued at \$375,000, between the County and the City. It was unknown at the time of the execution of the IGA an additional cost would be incurred due to land acquisition, a rear yard drainage project, tree removal and limited private fence removal for the residents rearing the wall. Funding for the project and an engineering agreement with Christopher Burke Engineering, (CBBEL), was subsequently funded in the FYE23/24 budget, see agenda memo dated November 6, 2023, **labeled as Attachment B**. Additionally, the FYE24/25 budget included carryover funds in the amount of \$500,000. Since the preliminary estimates had been completed in 2022, project costs have increased due to additional safety design changes to provide a long-lasting optimal product for pedestrians and to create an aesthetically pleasing project for the community as part of the center of town. Below are additional timelines and additional field engineering items identified:

1. Since the approval of the IGA, and the engineering agreement, CBBEL was engaged to begin the preliminary design plans. During the review process, it was identified due to the significant grade from the existing Plainfield Road sidewalk to the residential properties, a structural wall is required and an additional 3-5 foot of property would be required. Without the additional property acquisition, the sidewalk would need to be shifted closer towards the Plainfield Road roadway. Also, identified further was an existing 20-foot easement, limited for utilities and a fence provision for the four (4) adjacent residents, resulting in no construction access rights for the City. The City is now required to purchase the limited portions of private property parcels of each of the four (4) residents to be in a position to construct an optimal project with safe setbacks.
2. During September/October 2024, the services of a property appraiser were secured, followed by an appraisal report. The cost to secure the properties is \$37,400 and excludes any closing fees. Staff has estimated an additional cost of \$10,000 for closing fees, legal descriptions and new plat of surveys. The total cost estimated is \$47,400. Staff has secured commitments from all the required property owners and the City is working with two of the four residents' lenders for the purchases required. The process for the encumbrance of a partial lien is a very time-consuming process and are hopeful to have approval from the lenders by the end of July 2025. The County has agreed to reimburse the City through the amended IGA for all costs related to the property acquisitions.

3. During the design stage of the plans, Staff identified additional items within the field that required a high-level review and requested CBEL to provide an update to the revised project scope, cost increases and renderings. See memo labeled as Attachment C. Below is a summary of the additional items identified as it related to change of scope in plans:
 - Removal of Plainfield Road guardrail
 - Removal and replacement of curb and gutter along Plainfield Road
 - Removal of Plainfield Road sidewalk, and replacement further from back of curb
 - Remove Plainfield Road asphalt parkway and restoration with sod
 - Addition of land acquisition costs
 - Addition of surveying for land acquisition
 - Allowance for lighting along Plainfield Road
 - Allowance for drainage improvements on private property.
 - Option for increased pavement radii at Plainfield and Linden

Comment Overviews

- a. The most critical design change was the structural wall that requires additional property.
 - b. The existing guardrail is deteriorating and through an engineering review completed by Christopher B Burke Engineering, it was recommended that the guard rail could be removed pending additional improvements. See letter labeled as Attachment D. The County has agreed to remove the guardrail and implement the additional improvements.
 - c. Due to required structural wall requiring encroachment into the adjacent residents' property and the opportunity to remove the guard rail, results in an opportunity to shift the sidewalk approximately 3-feet to the south thus allowing for a turf right of way. Existing conditions between the guardrail and the edge of the northerly sidewalk is a 4-5-foot width of asphalt area that is difficult to maintain and remains aesthetically displeasing.
 - d. The existing radii at Plainfield and Linden require a geometrical configuration. The width of mouth of Linden Drive is not to standard specifications and is very narrow. The identified intersection requires a wider turning radius and the County has agreed to share cost to improve the intersection.
4. DuPage County staff were engaged to discuss the updates in November 2024-January 2025. Through emails, meetings and a field walk through, the City staff presented the updates for the revised scope of the project and cost increases as per the abovementioned items. Subsequent to the City Staff presentation, the following was memorialized through the County.
 - a. The County staff had concurred with City's findings and agreed to the scope of revised work pending DuPage County Transportation Committee. The Transportation Committee approved the revised scope of work and cost increase on February 4, 2025 and requested the County staff to amend the IGA.

- b. In February 2025, Staff presented the cost increase and revised project cost to City Committee of the Whole for the FY 25/26 Budget and City Council allocated funds in the amount of \$800,000 for the FY 25/26 Budget.

In summary, the IGA has been amended to reflect the revised project scope and cost increase responsibility. Attachment E is a spreadsheet detailing the existing IGA and the amended shared cost.

In summary, costs have been amended as follows:

Project Cost \$876,000
County Reimbursement \$452,000
City Cost \$424,000

ACCOUNT	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE	PROPOSED REINBURSEMENT
25-35-4390	SE PLAINFIELD/CASS RETAINING WALL W/ COUNTY	\$800,000	\$876,000	\$876,000

Please note, while there is a shortfall of \$76,000.00, the Capital Budget fund balance will be in a position to absorb the balance.

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of an amended resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a cost share of a right-of-way enhancement project at the southeast corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the June 2, 2025 City Council agenda for formal consideration.

AGENDA MEMO
City Council
September 5, 2023

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a 50/50 cost share of a right of way enhancement project at the south east corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.

RESOLUTION

BACKGROUND/HISTORY-UPDATE IS ITALICIZED

The Cass Avenue corridor, within the limits of Plainfield Road and 75th Street are recognized as the Center of Town. The Comprehensive Plan also recognizes this area for beautification enhancements. Staff requested of the County for a joint coop project to beautify the south east corner of Cass Ave and Plainfield Road. The preliminary limits of the project are as follows:

Plainfield Road-Southern Right of Way

Linden Avenue to Cass Ave 350 lineal feet

Cass Avenue-Eastern Right of Way

Plainfield Road to southern side yard property line of 7614 Gail Avenue



The existing corner is constructed with modular block wall and a cyclone fence. The block is showing signs of deterioration and the cyclone fence is rusting and misaligned vertically and horizontally within the limits. The existing system is a structural design and the infrastructure is currently owned and maintained by the County. While the County will continue to maintain the existing infrastructure, they will not enhance the corridor beyond what is in place.

Staff pursued dialogue with the County of DuPage throughout the course of the last couple years. Late last year the County and the City were able to come to an agreement of coordinating efforts for a joint project. Staff engaged the services of Christopher Burke Engineering to provide a preliminary site visit with a structural engineer and concepts for the project. Attached and labeled as **Attachment A** is design memo prepared by Christopher B Burke Engineering.

The scope of work included two concepts:

Concept 1

Precast concrete wall and fence, a length of 300 feet and an average height of 13 feet. This includes two feet of wall buried, 5 feet to top of existing wall, and 6 feet above existing wall for visual screen. Cost estimate of \$200/SF for this type of wall for a cost of approximately \$780,000 for the wall/fence.

Concept 2

For a wall and fence design similar to what is in place at 75th Street and Plainfield Road, the wall would be constructed of large modular blocks (RediRock, or similar) and a solid six foot high wood fence would be installed on top of the wall. This type of modular block wall also gets buried approximately 2 feet into the ground, and recommended budget is \$110/SF of wall. Budget of \$231,000 for the wall, plus \$7500 for the wood fence.

Additional work required for either concepts:

- Tree and Brush Removal	\$ 7,500
- Remove cap and top course of block on existing wall	\$ 5,000
- Fill gap between existing and proposed walls	\$ 2,500
- Landscape Restoration	\$10,000

Construction budget for the above options as follows:

- Concept 1-Precast concrete fence and wall	\$800,000 - \$850,000
- Concept 2-Modular Block Wall with Wood Fence	\$265,000 - \$300,000

Engineering Design and bid specs \$75,000

The Staff and County have agreed to pursue Concept 2 in a preliminary amount of \$375,000. The cost share between the Count and the City is 50/50 or \$187,500 per agency. The attached IGA, labeled as **Exhibit A** and includes estimated costs and further responsibility. Upon completion of the project the City will own and maintain the wall and wood fence. Upon completion of the

PROJECT, the CITY shall own and be responsible for all future maintenance of the modular block retaining wall and fence.

Please note, while this item was not budgeted for this year and pending approval Staff will be requesting funding for the engineering as the plans will take approximately 4-6 months.

UPDATE FOR September 5, 2023 City Council

This item was removed from the agenda at the August 21, 2023 City Council Meeting. Staff requested to table the item to clarify language as it relates to cancellation of the IGA should the City not move forward with the proposed project after engineering. The following language was added:

10.2 If following the completion of engineering the CITY determines the PROJECT to be cost prohibitive, the CITY will notify the COUNTY, in which case this AGREEMENT shall terminate. Upon termination, the parties will share engineering costs incurred to date as provided in this AGREEMENT.

Attorney Murphey reviewed the language and concurs with the additional clarification

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the Intergovernmental Agreement with the County of DuPage for a 50/50 cost share of a right of way enhancement project at the south east corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the September 5, 2023 City Council agenda, Old Business for formal consideration.

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

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-6500 FAX (847) 823-0520

February 6, 2023

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

Subject: Plainfield Rd. east of Cass Ave.
(CBBEL Project No. 950323.H251)

Dear Dan:

As requested, we have prepared this letter to summarize two options for a beautification project along the south side of Plainfield Road extending east from Cass Avenue. Currently, there is a modular block wall immediately south of the sidewalk on the south side of the road. The wall extends from Cass Avenue to close to Linden Avenue and has a 4-foot-high chain link fence on top. It was noted during our site visit that the existing fence has rust and other discoloration. Existing wall height varies up to approximately 6 feet in the central section of this wall. The wall cap block and top block, in places, have deterioration. You have posed the potential for a precast decorative concrete panel wall and fence, and have also inquired about a wall and fence similar to what exists in the northeast quadrant of the Plainfield Road and 75th Street intersection. In our opinion, both are viable options.

I have discussed both options with our lead Structural Engineer and he has advised that both are viable options. We understand that DuDOT has not been able to locate plans for the wall, but we presume that based on the wall height there is a geogrid tieback system which extends under the existing sidewalk. Therefore, so as minimize impact and cost, the recommended option is to construct the new wall immediately in front of the existing wall. It is our understanding that you believe there is existing right of way available, and that if necessary you can secure additional temporary and permanent easements. With either option, it will be necessary to remove existing brush and trees in order to construct the new wall. We are also presuming that the new wall and fence would extend to approximately the east face of the garage at 7602 Linden.

For the first option of a precast concrete wall and fence, we are presuming a length of 300 feet and an average height of 13 feet. This includes two feet of wall buried, 5 feet to top of existing wall, and 6 feet above existing wall for visual screen. We recommend a budget of \$200/SF for this type of wall for a cost of approximately \$780,000 for the wall/fence.

For a wall and fence design similar to what is in place at 75th Street and Plainfield Road, the wall would be constructed of large modular blocks (RediRock, or similar) and a solid six foot high wood fence would be installed on top of the wall. This type of modular block wall also

gets buried approximately 2 feet into the ground, and recommended budget is \$110/SF of wall. We suggest a budget of \$231,000 for the wall, plus \$7500 for the wood fence.

For both alternatives, there would be ancillary costs as follow:

- Tree and Brush Removal \$7500
- Remove cap and top course of block on existing wall \$5000
- Fill gap between existing and proposed walls \$2500
- Landscape Restoration \$10,000

In summary, we suggest a construction budget for the above options as follows:

- Precast concrete fence and wall \$800,000 - \$850,000
- Modular Block Wall with Wood Fence \$265,000 - \$300,000

Note that these costs do not include design engineering, surveying, or costs associated with easement acquisition.

If you have any questions, please feel free to contact me.

Sincerely,



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



RESOLUTION NO. R-94-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A 50/50 COST SHARE OF A RIGHT OF WAY ENHANCEMENT PROJECT AT THE SOUTH EAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE

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

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the County of DuPage concerning said retaining wall construction along CH 31/Plainfield Road from Cass Avenue to Linden Avenue, a copy of which is attached hereto as "**Exhibit A**", and is incorporated herein; and

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

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement with the County of DuPage for a 50/50 cost share of a right of way enhancement project at the south east corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 5th day of September, 2023.

AYES: 6 - Belczak, Kenny, Leganski, Schauer, Stompanato, Sullivan
NAYS: 0 - NONE
ABSENT: 1 - Gustafson

RESOLUTION NO. R-94-23

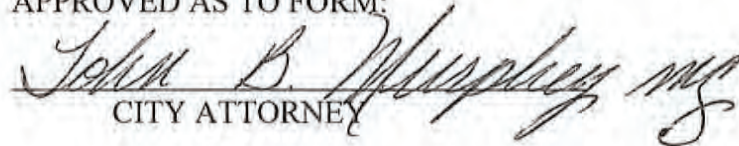
APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 5th day of September, 2023.


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF DARIEN
FOR RETAINING WALL CONSTRUCTION ALONG CH 31/PLAINFIELD ROAD
FROM CASS AVENUE TO LINDEN AVENUE**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this 26th day of September, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation with offices at 1702 Plainfield Road, Darien Illinois 60561. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY wishes to improve the existing retaining wall and fencing along the southside right-of-way of CH 31/Plainfield Road at Cass Avenue extending east to Linden Avenue (hereinafter referred to as the "PROJECT"); and

WHEREAS, the existing block retaining wall is exhibiting signs of deterioration; and

WHEREAS, the CITY has asked, and the COUNTY has agreed, to share 50% cost responsibility for construction of a modular block wall and wood fence; and

WHEREAS, a cost estimate has been prepared and the estimated construction cost of the PROJECT is approximately \$300,000.00; and

WHEREAS, this estimate is agreeable to the COUNTY and the COUNTY will reimburse the CITY 50% of the construction cost, estimated COUNTY share \$150,000.00, and 50% of design and construction engineering costs, estimated COUNTY share \$37,500.00; and

WHEREAS, the COUNTY and the CITY desire to establish the parties' cost responsibilities and future maintenance with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1. The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2. The PROJECT includes construction of a modular block retaining wall and wood fencing along the southside right-of-way of CH 31/Plainfield Road at Cass Avenue and extending east to Linden Avenue and would be approximately 300 feet in length. Other related work would include, but not be limited to, partial removal of the existing retaining wall, tree and brush removal, filling gap between existing and proposed walls, and landscape restoration.

3.0 RESPONSIBILITIES OF THE CITY

- 3.1. The CITY shall act as the lead agency and be responsible for completing all preliminary and design engineering, permit processing, right-of-way acquisition, awarding of contract(s), utility coordination, construction engineering and construction for the PROJECT. The CITY shall be responsible for securing/paying for all PROJECT costs, subject to reimbursement from the COUNTY as noted in Section 4.0 herein below.

- 3.2. Both the COUNTY and CITY agree that the CITY shall manage the contract for the construction of the PROJECT. The CITY agrees to manage the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the COUNTY regarding the progress of the PROJECT and any problems encountered or changes recommended. No change order which affects COUNTY'S facilities, or COUNTY cost, except normal minor variations in quantities of pay items required to complete the PROJECT shall be authorized except with prior written approval by the COUNTY.
- 3.3. The CITY shall require the General Contractor selected for the PROJECT to name the COUNTY as an additional-insured for the Commercial General Liability in the Special Provisions section of the contract for the PROJECT.
- 3.4. The CITY shall provide plans for the PROJECT to the COUNTY for review. The CITY will address any reasonable comments or correct any errors submitted by the COUNTY after said review.

4.0 RESPONSIBILITIES OF THE COUNTY

- 4.1. The COUNTY agrees to reimburse the CITY for 50% of the actual construction cost for the PROJECT, COUNTY share estimated to be \$150,000.00 (see Exhibit A).
- 4.2. The COUNTY also agrees to reimburse the CITY for 50% of the actual design and construction engineering for the PROJECT, COUNTY share estimated to be \$37,500.00 (see Exhibit A). The COUNTY agrees to pay the CITY its share of design engineering costs upon award of a contract for construction or in accordance with Section 10.2.
- 4.3. The COUNTY agrees to pay the CITY eighty (80%) percent of its share of the PROJECT construction cost (\$120,000.00) upon award of the contract for the PROJECT based upon as-bid unit prices for the PROJECT. Upon completion of the PROJECT and based upon the documentation of final costs and quantities, submitted by the CITY and a final invoice, the COUNTY agrees to reimburse the CITY for the balance of its share of the PROJECT cost within sixty (60) days of receipt of a properly documented invoice from the CITY.
- 4.4. The COUNTY hereby grants to the CITY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the COUNTY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The COUNTY shall retain the right of ingress and egress over said areas so long as it does

not interfere with the CITY's work. The CITY shall provide twenty-four (24) hour notice when it will be entering COUNTY property and commence work. Upon completion of the PROJECT, the right-of-entry shall terminate.

- 4.5. This AGREEMENT shall serve in lieu of COUNTY permit(s) for the construction of the PROJECT and upon execution of this AGREEMENT the CITY will be bound by the General Terms of Highway Permits as they exist on the date of execution of this AGREEMENT by the COUNTY.

5.0 MAINTENANCE

- 5.1. Upon completion of the PROJECT, the CITY shall own and be responsible for all future maintenance of the modular block retaining wall and wood fence.

6.0 INDEMNIFICATION

- 6.1. The COUNTY shall, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 6.2. The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 6.3. The COUNTY and the CITY acknowledge that neither has made representations, assurances or guaranties regarding their or any successor's or assign's authority and legal capacity to indemnify the other as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that

either, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other party, or any person or entity claiming a right through either, or in the event of change in the laws of the State of Illinois governing their or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

- 6.4. Nothing contained herein shall be construed as prohibiting either the COUNTY or the CITY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY or the CITY'S participation in its defense shall not remove the others duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 6.5. Neither party waives, releases or otherwise compromises, by these indemnity provisions, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law." There are no third-party beneficiaries of these mutual indemnifications or this AGREEMENT.
- 6.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the CITY'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the PROJECT is completed and the CITY and COUNTY assume its maintenance responsibilities as set forth in Section 5.0 hereof.

7.0 GENERAL

- 7.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction are proposed.

- 7.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 7.3 In the event of a dispute between the COUNTY and CITY representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the CITY Manager or their duly appointed representatives shall meet and resolve the issue.
- 7.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 7.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

8.0 ENTIRE AGREEMENT

- 8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

- 9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, or sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of Darien

1702 Plainfield Road

Darien, Illinois 60561

ATTN: Dan Gombac

Director of Municipal Services

Phone: 630.353.8106

Email: dgombac@darienil.gov

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Director of Transportation
Phone: 630.407.6900
Email: dot@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

- 10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.
- 10.2 If following the completion of engineering the CITY determines the PROJECT to be cost prohibitive, the CITY will notify the COUNTY, in which case this AGREEMENT shall terminate. Upon termination, the parties will share engineering costs incurred to date as provided in this AGREEMENT.

11.0 NON-ASSIGNMENT

- 11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

- 12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.
- 12.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

- 13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

15.1. Neither party shall be liable for any delay or nonperformance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE


CITY OF DARIEN


Deborah A. Conroy, Chair
DuPage County Board

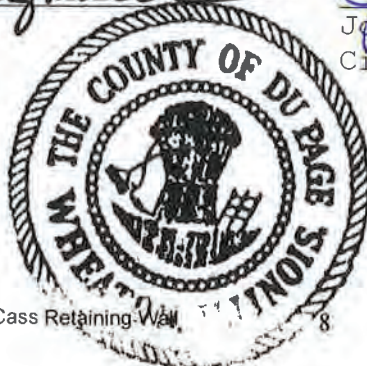

Joseph A. Marchese, Mayor
City of Darien

ATTEST:

ATTEST:


Jean Kaczmarek
County Clerk


JoAnne Ragona
City Clerk



**EXHIBIT A
PROJECT COUNTY COST ESTIMATE**

	PROJECT COST ESTIMATE	COUNTY ESTIMATE 50% SHARE
PROJECT Construction Cost Estimate	\$ 300,000	\$ 150,000
PROJECT Design and Construction Engineering Cost Estimate (\$300,000 x 25%)	\$ 75,000	\$ 37,500
Total COUNTY Cost Estimate		\$ 187,500

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-94-23 — “A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A 50/50 COST SHARE OF A RIGHT OF WAY ENHANCEMENT PROJECT AT THE SOUTH EAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE”** of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a September 5, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 5th day of September, 2023.



JoAnne E. Ragona

City Clerk



September 7, 2023

Division of Transportation
421 North County Farm Road
Wheaton, Illinois 60187
Attn: Director of Transportation

RE: Intergovernmental Agreement – retaining wall construction along CH 31/Plainfield Rd from Cass Ave to Linden Ave

Dear Sir/Madam,

Enclosed please find two certified copies of *Resolution No. R-94-23 – “A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A 50/50 COST SHARE OF A RIGHT OF WAY ENHANCEMENT PROJECT AT THE SOUTH EAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE,”* passed by the City Council at its regular meeting on September 5, 2023.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac", is written over the printed name.

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services
Superintendent, DuPage County Public Works



Transportation IGA

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: DT-R-0082-23

Agenda Date: 9/19/2023

Agenda #: 20.B.

INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF DARIEN
FOR RETAINING WALL CONSTRUCTION ALONG
CH 31/PLAINFIELD ROAD, FROM CASS AVENUE TO LINDEN AVENUE
(ESTIMATED COUNTY COST \$187,500.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the City of Darien (hereinafter referred to as CITY) are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1001 *et seq.*) and "Illinois Highway Code" (605 ILCS 5/5-101 *et seq.*) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY and the CITY desire to replace the existing retaining wall and fencing along the southside right-of-way of CH 31/Plainfield Road, from Cass Avenue to Linden Avenue (hereinafter referred to as PROJECT); and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the rights and responsibilities of the COUNTY and the CITY related to the PROJECT; and

WHEREAS, the Agreement must be executed before the PROJECT may be initiated.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Intergovernmental Agreement between the COUNTY and the CITY; and

BE IT FURTHER RESOLVED that three (3) original copies of this Resolution and Intergovernmental Agreement be sent to the CITY, by and through the Division of Transportation.

Enacted and approved this 26th day of September, 2023 at Wheaton, Illinois.



DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: 
JEAN KACZMAREK, COUNTY CLERK

AYES 17
NAYS 0
ABSENT 1



**DUPAGE
COUNTY**

General
630-407-6900

Maintenance
630-407-6920

Permitting
630-407-6900

Trails/Paths
630-407-6900

DIVISION OF TRANSPORTATION

630-407-6900
Fax: 630-407-6901
dot@dupageco.org

www.dupageco.org/dot

October 2, 2023

Mr. Daniel Gombac
Director of Municipal Services
City of Darien
1702 Plainfield Road
Darien, IL 60561

Re: Resolution DT-R-0082-23
Intergovernmental Agreement
Between the County of DuPage and City of Darien
Retaining Wall Construction
along CH 31/Plainfield Road from Cass Avenue to Linden Avenue

Dear Mr. Gombac *Dan*

Please find enclosed for your records, one (1) original of the Resolution and fully executed Intergovernmental Agreement between the County of DuPage and City of Darien for the above captioned project.

If you have any questions or concerns, please feel free to contact me at 630-407-6900.

Very truly yours,

Christopher C. Snyder, P.E.
Director of Transportation/County Engineer

Enclosure
CCS/jem

Cc: *(via email only)*
R.Kokkinis/City of Darien
W. Eidson/DOT
T. Smith/DOT
M. Erwin/DOT
J. McAvoy/DOT

AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design engineering services related to the survey and preparation of design drawings for the Plainfield Road Retaining Wall at the southwest corridor of Plainfield Road and Cass Avenue in an amount not to exceed \$52,300.

RESOLUTION

AND

A motion for a contingency in the amount of \$20,000 for easement acquisition, pending survey and design engineering for the Plainfield Road Retaining Wall.

BACKGROUND

On September 5, 2023, the City Council approved an Intergovernmental Agreement, attached and labeled as **Attachment A**, with the County of DuPage for a 50/50 cost share of a right of way enhancement project at the south east corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue. As part of the IGA, the County has agreed to reimburse the City up to 50 percent of the engineering design. In order to facilitate the next phase an engineering study is required and is further summarized below.

The following professional services are to be provided by CBBEL for the Retaining Wall Project and attached and labeled as **Exhibit A**,

Task 1 – Topographic Survey: CBBEL will perform full Topographic Survey of Plainfield Road Southerly Parkway (from Cass Ave E'ly parkway to Linden Ave W'ly parkway, with full detail of existing retaining wall, 350'LF ±), for use in Design Engineering Services.

- Property Survey
- Existing Right of Way Survey
- Establish Benchmarks
- Topographic Survey
- Tree Survey
- Utility Survey

Task 2 – JULIE Utility Survey:

- Underground Utility Survey

Task 3 – Geotechnical Investigation:

- Soil Borings

Task 4 – Prefinal Plans, Specifications and Estimate:

Preparation of engineering plans, specifications and estimates

Task 5 – Final Plans, Specifications and Estimate / Bid Documents:

Preparation of final plans and bid documents

Task 6 – Bidding Assistance:

Attend the bid opening, tabulate the bids and provide a recommendation to the City

Task 7 – Meetings, Coordination and Management:

This task includes general project coordination, administration, and management

Staff is further requesting a contingency in the amount of \$20,000 for any additional title search(es) easement negotiations as required. Please note, any new plat easement will be forwarded to the City Council for consideration and approval.

The following engineering study has not been budgeted for this year as Staff did not anticipate the cost sharing with County of DuPage this year. The request for the engineering study is being requested at this time as it will take approximately five months to prepare the engineering. Pending final design, Staff would have a preliminary estimate for the FY24/25 Budget. Funding for the proposed engineering would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22-23 BUDGET	PROPOSED EXPENDITURE
25-35-4390	2022 67th Street & Clarendon Hills Road 4-Way Traffic Signalization Project	\$450,000	\$ 52,300

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design engineering services related to the survey and preparation of design drawings for the Plainfield Road Retaining Wall at the south west corridor of Plainfield Road and Cass Avenue in an amount not to exceed \$52,300.

AND

A motion for a contingency in the amount of \$20,000 for easement acquisition, pending survey and design engineering for the Plainfield Road Retaining Wall.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the November 6, 2023 City Council agenda for formal approval.

AGENDA MEMO
City Council
September 5, 2023

ISSUE STATEMENT

Approval of a resolution authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a 50/50 cost share of a right of way enhancement project at the south east corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.

RESOLUTION

BACKGROUND/HISTORY-UPDATE IS ITALICIZED

The Cass Avenue corridor, within the limits of Plainfield Road and 75th Street are recognized as the Center of Town. The Comprehensive Plan also recognizes this area for beautification enhancements. Staff requested of the County for a joint coop project to beautify the south east corner of Cass Ave and Plainfield Road. The preliminary limits of the project are as follows:

Plainfield Road-Southern Right of Way

Linden Avenue to Cass Ave 350 lineal feet

Cass Avenue-Eastern Right of Way

Plainfield Road to southern side yard property line of 7614 Gail Avenue



The existing corner is constructed with modular block wall and a cyclone fence. The block is showing signs of deterioration and the cyclone fence is rusting and misaligned vertically and horizontally within the limits. The existing system is a structural design and the infrastructure is currently owned and maintained by the County. While the County will continue to maintain the existing infrastructure, they will not enhance the corridor beyond what is in place.

Staff pursued dialogue with the County of DuPage throughout the course of the last couple years. Late last year the County and the City were able to come to an agreement of coordinating efforts for a joint project. Staff engaged the services of Christopher Burke Engineering to provide a preliminary site visit with a structural engineer and concepts for the project. Attached and labeled as **Attachment A** is design memo prepared by Christopher B Burke Engineering.

The scope of work included two concepts:

Concept 1

Precast concrete wall and fence, a length of 300 feet and an average height of 13 feet. This includes two feet of wall buried, 5 feet to top of existing wall, and 6 feet above existing wall for visual screen. Cost estimate of \$200/SF for this type of wall for a cost of approximately \$780,000 for the wall/fence.

Concept 2

For a wall and fence design similar to what is in place at 75th Street and Plainfield Road, the wall would be constructed of large modular blocks (RediRock, or similar) and a solid six foot high wood fence would be installed on top of the wall. This type of modular block wall also gets buried approximately 2 feet into the ground, and recommended budget is \$110/SF of wall. Budget of \$231,000 for the wall, plus \$7500 for the wood fence.

Additional work required for either concepts:

- Tree and Brush Removal \$ 7,500
- Remove cap and top course of block on existing wall \$ 5,000
- Fill gap between existing and proposed walls \$ 2,500
- Landscape Restoration \$10,000

Construction budget for the above options as follows:

- Concept 1-Precast concrete fence and wall \$800,000 - \$850,000
- Concept 2-Modular Block Wall with Wood Fence \$265,000 - \$300,000

Engineering Design and bid specs \$75,000

The Staff and County have agreed to pursue Concept 2 in a preliminary amount of \$375,000. The cost share between the Count and the City is 50/50 or \$187,500 per agency. The attached IGA, labeled as **Exhibit A** and includes estimated costs and further responsibility. Upon completion of the project the City will own and maintain the wall and wood fence. Upon completion of the

PROJECT, the CITY shall own and be responsible for all future maintenance of the modular block retaining wall and fence.

Please note, while this item was not budgeted for this year and pending approval Staff will be requesting funding for the engineering as the plans will take approximately 4-6 months.

UPDATE FOR September 5, 2023 City Council

This item was removed from the agenda at the August 21, 2023 City Council Meeting. Staff requested to table the item to clarify language as it relates to cancellation of the IGA should the City not move forward with the proposed project after engineering. The following language was added:

10.2 If following the completion of engineering the CITY determines the PROJECT to be cost prohibitive, the CITY will notify the COUNTY, in which case this AGREEMENT shall terminate. Upon termination, the parties will share engineering costs incurred to date as provided in this AGREEMENT.

Attorney Murphey reviewed the language and concurs with the additional clarification

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the Intergovernmental Agreement with the County of DuPage for a 50/50 cost share of a right of way enhancement project at the south east corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

This item will be placed on the September 5, 2023 City Council agenda, Old Business for formal consideration.

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

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-6500 FAX (847) 823-0520

February 6, 2023

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

Subject: Plainfield Rd. east of Cass Ave.
(CBBEL Project No. 950323.H251)

Dear Dan:

As requested, we have prepared this letter to summarize two options for a beautification project along the south side of Plainfield Road extending east from Cass Avenue. Currently, there is a modular block wall immediately south of the sidewalk on the south side of the road. The wall extends from Cass Avenue to close to Linden Avenue and has a 4-foot-high chain link fence on top. It was noted during our site visit that the existing fence has rust and other discoloration. Existing wall height varies up to approximately 6 feet in the central section of this wall. The wall cap block and top block, in places, have deterioration. You have posed the potential for a precast decorative concrete panel wall and fence, and have also inquired about a wall and fence similar to what exists in the northeast quadrant of the Plainfield Road and 75th Street intersection. In our opinion, both are viable options.

I have discussed both options with our lead Structural Engineer and he has advised that both are viable options. We understand that DuDOT has not been able to locate plans for the wall, but we presume that based on the wall height there is a geogrid tieback system which extends under the existing sidewalk. Therefore, so as minimize impact and cost, the recommended option is to construct the new wall immediately in front of the existing wall. It is our understanding that you believe there is existing right of way available, and that if necessary you can secure additional temporary and permanent easements. With either option, it will be necessary to remove existing brush and trees in order to construct the new wall. We are also presuming that the new wall and fence would extend to approximately the east face of the garage at 7602 Linden.

For the first option of a precast concrete wall and fence, we are presuming a length of 300 feet and an average height of 13 feet. This includes two feet of wall buried, 5 feet to top of existing wall, and 6 feet above existing wall for visual screen. We recommend a budget of \$200/SF for this type of wall for a cost of approximately \$780,000 for the wall/fence.

For a wall and fence design similar to what is in place at 75th Street and Plainfield Road, the wall would be constructed of large modular blocks (RediRock, or similar) and a solid six foot high wood fence would be installed on top of the wall. This type of modular block wall also

gets buried approximately 2 feet into the ground, and recommended budget is \$110/SF of wall. We suggest a budget of \$231,000 for the wall, plus \$7500 for the wood fence.

For both alternatives, there would be ancillary costs as follow:

- Tree and Brush Removal \$7500
- Remove cap and top course of block on existing wall \$5000
- Fill gap between existing and proposed walls \$2500
- Landscape Restoration \$10,000

In summary, we suggest a construction budget for the above options as follows:

- Precast concrete fence and wall \$800,000 - \$850,000
- Modular Block Wall with Wood Fence \$265,000 - \$300,000

Note that these costs do not include design engineering, surveying, or costs associated with easement acquisition.

If you have any questions, please feel free to contact me.

Sincerely,



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



RESOLUTION NO. R-94-23

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A 50/50 COST SHARE OF A RIGHT OF WAY ENHANCEMENT PROJECT AT THE SOUTH EAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE

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

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the County of DuPage concerning said retaining wall construction along CH 31/Plainfield Road from Cass Avenue to Linden Avenue, a copy of which is attached hereto as "**Exhibit A**", and is incorporated herein; and

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

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

SECTION 1: That the Mayor and City Clerk are hereby authorized to execute an Intergovernmental Agreement with the County of DuPage for a 50/50 cost share of a right of way enhancement project at the south east corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 5th day of September, 2023.

AYES: 6 - Belczak, Kenny, Leganski, Schauer, Stompanato, Sullivan
NAYS: 0 - NONE
ABSENT: 1 - Gustafson

RESOLUTION NO. R-94-23

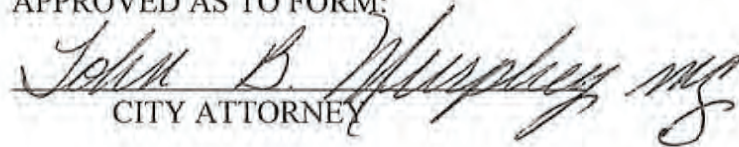
APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 5th day of September, 2023.


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE
AND THE CITY OF DARIEN
FOR RETAINING WALL CONSTRUCTION ALONG CH 31/PLAINFIELD ROAD
FROM CASS AVENUE TO LINDEN AVENUE**

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this 5th day of September, 2023, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation with offices at 1702 Plainfield Road, Darien Illinois 60561. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY wishes to improve the existing retaining wall and fencing along the southside right-of-way of CH 31/Plainfield Road at Cass Avenue extending east to Linden Avenue (hereinafter referred to as the "PROJECT"); and

WHEREAS, the existing block retaining wall is exhibiting signs of deterioration; and

WHEREAS, the CITY has asked, and the COUNTY has agreed, to share 50% cost responsibility for construction of a modular block wall and wood fence; and

WHEREAS, a cost estimate has been prepared and the estimated construction cost of the PROJECT is approximately \$300,000.00; and

WHEREAS, this estimate is agreeable to the COUNTY and the COUNTY will reimburse the CITY 50% of the construction cost, estimated COUNTY share \$150,000.00, and 50% of design and construction engineering costs, estimated COUNTY share \$37,500.00; and

WHEREAS, the COUNTY and the CITY desire to establish the parties' cost responsibilities and future maintenance with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/5-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/5-101 et seq.) and the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF PROJECT

- 2.1. The COUNTY and CITY agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2. The PROJECT includes construction of a modular block retaining wall and wood fencing along the southside right-of-way of CH 31/Plainfield Road at Cass Avenue and extending east to Linden Avenue and would be approximately 300 feet in length. Other related work would include, but not be limited to, partial removal of the existing retaining wall, tree and brush removal, filling gap between existing and proposed walls, and landscape restoration.

3.0 RESPONSIBILITIES OF THE CITY

- 3.1. The CITY shall act as the lead agency and be responsible for completing all preliminary and design engineering, permit processing, right-of-way acquisition, awarding of contract(s), utility coordination, construction engineering and construction for the PROJECT. The CITY shall be responsible for securing/paying for all PROJECT costs, subject to reimbursement from the COUNTY as noted in Section 4.0 herein below.

- 3.2. Both the COUNTY and CITY agree that the CITY shall manage the contract for the construction of the PROJECT. The CITY agrees to manage the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the COUNTY regarding the progress of the PROJECT and any problems encountered or changes recommended. No change order which affects COUNTY'S facilities, or COUNTY cost, except normal minor variations in quantities of pay items required to complete the PROJECT shall be authorized except with prior written approval by the COUNTY.
- 3.3. The CITY shall require the General Contractor selected for the PROJECT to name the COUNTY as an additional-insured for the Commercial General Liability in the Special Provisions section of the contract for the PROJECT.
- 3.4. The CITY shall provide plans for the PROJECT to the COUNTY for review. The CITY will address any reasonable comments or correct any errors submitted by the COUNTY after said review.

4.0 RESPONSIBILITIES OF THE COUNTY

- 4.1. The COUNTY agrees to reimburse the CITY for 50% of the actual construction cost for the PROJECT, COUNTY share estimated to be \$150,000.00 (see Exhibit A).
- 4.2. The COUNTY also agrees to reimburse the CITY for 50% of the actual design and construction engineering for the PROJECT, COUNTY share estimated to be \$37,500.00 (see Exhibit A). The COUNTY agrees to pay the CITY its share of design engineering costs upon award of a contract for construction or in accordance with Section 10.2.
- 4.3. The COUNTY agrees to pay the CITY eighty (80%) percent of its share of the PROJECT construction cost (\$120,000.00) upon award of the contract for the PROJECT based upon as-bid unit prices for the PROJECT. Upon completion of the PROJECT and based upon the documentation of final costs and quantities, submitted by the CITY and a final invoice, the COUNTY agrees to reimburse the CITY for the balance of its share of the PROJECT cost within sixty (60) days of receipt of a properly documented invoice from the CITY.
- 4.4. The COUNTY hereby grants to the CITY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the COUNTY property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The COUNTY shall retain the right of ingress and egress over said areas so long as it does

not interfere with the CITY's work. The CITY shall provide twenty-four (24) hour notice when it will be entering COUNTY property and commence work. Upon completion of the PROJECT, the right-of-entry shall terminate.

- 4.5. This AGREEMENT shall serve in lieu of COUNTY permit(s) for the construction of the PROJECT and upon execution of this AGREEMENT the CITY will be bound by the General Terms of Highway Permits as they exist on the date of execution of this AGREEMENT by the COUNTY.

5.0 MAINTENANCE

- 5.1. Upon completion of the PROJECT, the CITY shall own and be responsible for all future maintenance of the modular block retaining wall and wood fence.

6.0 INDEMNIFICATION

- 6.1. The COUNTY shall, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 6.2. The CITY shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.
- 6.3. The COUNTY and the CITY acknowledge that neither has made representations, assurances or guaranties regarding their or any successor's or assign's authority and legal capacity to indemnify the other as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that

either, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other party, or any person or entity claiming a right through either, or in the event of change in the laws of the State of Illinois governing their or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

- 6.4. Nothing contained herein shall be construed as prohibiting either the COUNTY or the CITY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY or the CITY'S participation in its defense shall not remove the others duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 6.5. Neither party waives, releases or otherwise compromises, by these indemnity provisions, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law." There are no third-party beneficiaries of these mutual indemnifications or this AGREEMENT.
- 6.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the Project, the CITY'S and COUNTY'S indemnification under Section 6.0 hereof shall terminate when the PROJECT is completed and the CITY and COUNTY assume its maintenance responsibilities as set forth in Section 5.0 hereof.

7.0 GENERAL

- 7.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and no changes to existing roadway and appurtenance maintenance and/or jurisdiction are proposed.

- 7.2 Whenever in this AGREEMENT, approval or review of either the COUNTY or CITY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 7.3 In the event of a dispute between the COUNTY and CITY representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer and the CITY Manager or their duly appointed representatives shall meet and resolve the issue.
- 7.4 No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full-time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 7.5 This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

8.0 ENTIRE AGREEMENT

- 8.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

9.0 NOTICES

- 9.1. Any notice required shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, or sent by confirmed email, to the party's address. The address of each party is as specified below. Either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of Darien

1702 Plainfield Road

Darien, Illinois 60561

ATTN: Dan Gombac

Director of Municipal Services

Phone: 630.353.8106

Email: dgombac@darienil.gov

County of DuPage
Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Director of Transportation
Phone: 630.407.6900
Email: dot@dupageco.org

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

- 10.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.
- 10.2 If following the completion of engineering the CITY determines the PROJECT to be cost prohibitive, the CITY will notify the COUNTY, in which case this AGREEMENT shall terminate. Upon termination, the parties will share engineering costs incurred to date as provided in this AGREEMENT.

11.0 NON-ASSIGNMENT

- 11.1. This AGREEMENT shall not be assigned by either party without the written consent of the other party, whose consent shall not be unreasonably withheld.

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

- 12.1. The parties hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the parties intend to be bound by the terms and conditions contained herein.
- 12.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership or other agency relationship between the parties.

13.0 GOVERNING LAW

- 13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1. In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

15.1. Neither party shall be liable for any delay or nonperformance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

IN WITNESS whereof, the parties set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

CITY OF DARIEN

Deborah A. Conroy, Chair
DuPage County Board

Joseph A. Marchese

Joseph A. Marchese, Mayor
City of Darien

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

JoAnne Ragona

JoAnne Ragona
City Clerk



**EXHIBIT A
PROJECT COUNTY COST ESTIMATE**

	PROJECT COST ESTIMATE	COUNTY ESTIMATE 50% SHARE
PROJECT Construction Cost Estimate	\$ 300,000	\$ 150,000
PROJECT Design and Construction Engineering Cost Estimate (\$300,000 x 25%)	\$ 75,000	\$ 37,500
Total COUNTY Cost Estimate		\$ 187,500

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-94-23 — “A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A 50/50 COST SHARE OF A RIGHT OF WAY ENHANCEMENT PROJECT AT THE SOUTH EAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE”** of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a September 5, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 5th day of September, 2023.



JoAnne E. Ragona

City Clerk



September 7, 2023

Division of Transportation
421 North County Farm Road
Wheaton, Illinois 60187
Attn: Director of Transportation

RE: Intergovernmental Agreement – retaining wall construction along CH 31/Plainfield Rd from Cass Ave to Linden Ave

Dear Sir/Madam,

Enclosed please find two certified copies of *Resolution No. R-94-23 – “A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A 50/50 COST SHARE OF A RIGHT OF WAY ENHANCEMENT PROJECT AT THE SOUTH EAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE,”* passed by the City Council at its regular meeting on September 5, 2023.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac", is written over the printed name.

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services
Superintendent, DuPage County Public Works

RESOLUTION NO. R-114-23

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. (CBBEL) FOR THE PROFESSIONAL DESIGN ENGINEERING SERVICES RELATED TO THE SURVEY AND PREPARATION OF DESIGN DRAWINGS FOR THE PLAINFIELD ROAD RETAINING WALL AT THE SOUTHWEST CORRIDOR OF PLAINFIELD ROAD AND CASS AVENUE IN AN AMOUNT NOT TO EXCEED \$52,300

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design engineering services related to the survey and preparation of design drawings for the Plainfield Road Retaining Wall at the southwest corridor of Plainfield Road and Cass Avenue in an amount not to exceed \$52,300, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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


PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of November, 2023.

AYES: 7 - Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

NAYS: 0 - NONE

ABSENT: 0 - NONE

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of November, 2023.


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



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

16221 W. 159th Street Suite 201 Lockport, Illinois 60441 TEL (815) 770-2850

September 22, 2023

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

Subject: Professional Engineering Services Proposal for Design Services
Plainfield Road Retaining Wall Project

Dear Mr. Gombac:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to provide this proposal for professional design engineering services related to the survey and preparation of design drawings for the Plainfield Road Retaining Wall Project. Included in this proposal are our Understanding of the Assignment, Scope of Work and Estimated Fee.

UNDERSTANDING OF THE ASSIGNMENT

CBBEL understands that the City of Darien wishes to install a new retaining wall along the south Right-of-Way from Cass Avenue to Linden Avenue. At this location, an existing segmental block retaining wall retains the Plainfield Road Corridor. The wall is approximately 350 ft long and has a maximum retained height of approximately 6 ft. There is a chain link fence on the top of the wall. The existing wall is showing signs of deterioration, likely from salt spray. We understand the City's intent is to install a large block retaining wall (Redi-Rock or similar) in front of the existing wall, and then bury the existing wall. This proposal does not include work related to easement acquisition.

SCOPE OF SERVICES

The following tasks will be included as part of our effort:

Task 1 – Topographic Survey: CBBEL will perform full Topographic Survey of Plainfield Road Southerly Parkway (from Cass Ave E'ly parkway to Linden Ave W'ly parkway, with full detail of existing retaining wall, 350'LF ±), for use in Design Engineering Services. CBBEL will perform the following survey tasks:

1. Horizontal Control: Utilizing state plane coordinates, CBBEL will tie into NGS Monumentation control utilizing state of the art GPS equipment. GPS Observed control points will be established to be utilized as site primary control. Horizontal Datum will correlate with established NGS control monuments (NAD '83, Illinois East Zone 1201).
2. Vertical Control: CBBEL will establish site benchmarks for construction purposes, tied to the NAVD '88 Vertical Datum. State-of-the-art G.P.S. equipment will be used

to establish benchmarks and assign a vertical datum on the horizontal control points. This will be based on GPS observed NGS control monuments (NAVD '88 Datum).

3. Existing Right-of-Way: CBBEL will establish the approximate existing right-of-way of the roadways within the project limits based on monumentation found in the field, plats of highways, subdivision plats and any other available information.
4. Topographic Survey: CBBEL will field locate all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, utilities, driveway culverts, cross road culverts, etc. within the project limits. Establish all rim and invert elevations, utility sizes & type, depth subterranean structure, etc., at all points of access to below-grade utilities.
5. Cross Sections: CBBEL will survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features.
6. Tree Survey: CBBEL will locate all trees over 6" inches in diameter within the existing right-of-way for the project in order to assess potential tree impacts, if any, associated with the project. The located trees will be identified by species (deciduous or coniferous) and the size and condition determined as appropriate.
7. Utility Survey and Coordination: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.
8. Base Mapping: CBBEL will compile all of the above information onto one base map at 1"=20' scale that is representative of existing conditions for use as the base sheet for the construction of any public or private infrastructure subsequent to the findings of engineering/drainage analysis.

NOTE: Boundary/Land Acquisition Survey, Plats of Easement, and Right-of-Way/Plat of Highway Scope of Services are not included in this proposal.

Task 2 – JULIE Utility Survey: CBBEL will coordinate with JULIE to retrieve atlas information for all applicable underground utilities including water main, gas, electric, cable, etc.. CBBEL will compile all Utility Atlas information into the base map. Locations of existing utilities /obstructions / systems shown on the base map are the compilation of available utility plans provided by utility owners and JULIE Utility Coordination. All utilities /obstructions / systems may not be shown. Contractor shall be responsible for locating and protecting all underground utilities /obstructions / systems whether or not shown on base map. JULIE Utility Coordination Atlas information is typically isolated to Public Right-of-Way (off-site) & limited areas adjacent to Public Right-of-Way. Identification & location of all private subsurface utilities within project area (on-site) is the responsibility of the client.

Task 3 – Geotechnical Investigation: CBBEL's subconsultant, Testing Service Corporation (TSC), will perform three to four hand-augered soil borings, up to 15' depth on the low side of the wall. TSC will prepare a geotechnical report summarizing its findings and the parameters to be used for the design of the retaining wall (soil pressures, friction coefficient, bearing capacity, etc). The report will indicate if undercuts will be required under the wall.

Additionally, TSC will perform a "Potentially Impacted Property" (PIP) evaluation and provide sampling and laboratory analyses for the completion of the LPC-663 form.

Task 4 – Prefinal Plans, Specifications and Estimate: CBBEL will prepare engineering plans, specifications and estimates utilizing local funds for the following sheets:

- Cover Sheet
- General Notes Sheet
- Summary of Quantities
- Alignment, Ties and Benchmarks
- Maintenance of Traffic (Potential Sidewalk Closures)
- Erosion Control and Landscaping
- Removal Plans
- Proposed Roadway Plans
- Retaining Wall General Plan and Elevation Sheets
- Retaining Wall Note Sheet and Bill of Materials
- Retaining Wall Section and Detail Sheets
- Miscellaneous Construction Details

CBBEL will draft sheets at a scale of 1"=10' for structural general plan and elevation sheets and 1"=20' for civil sheets. This task will include sending plans to private utility companies, identified in Task 2, that may have facilities in the vicinity of the project.

Task 5 – Final Plans, Specifications and Estimate / Bid Documents: CBBEL will address/incorporate all prefinal comments received and complete final plans, specifications and estimates. CBBEL will prepare contract bidding documents to facilitate public bidding of the project by the City. As part of the bid documents, CBBEL will assist the City with the compilations and preparation of front-end contract documents to facilitate bidding. CBBEL will provide final reproducible drawings and specifications to be issued electronically to prospective bidders.

Task 6 – Bidding Assistance: CBBEL will attend the bid opening, tabulate the bids and make recommendations to the City, prepare contracts for the successful bidder, and attend the preconstruction meeting.

This task also includes making minor revisions to contract documents subsequent to the bid to incorporate addenda and address any post-bid review comments.

Task 7 – Meetings, Coordination and Management: This task includes general project coordination, administration, and management. We anticipate that the above tasks will require up to three (3) virtual meetings with City staff to review project designs and maintain project momentum.

ESTIMATE OF FEE

We have determined the following fees for each of the tasks described in this proposal.

<u>Task</u>	<u>Fee</u>
Task 1 – Topographic Survey	\$ 5,220
Task 2 – JULIE Utility Survey	\$ 1,140
Task 3 – Geotechnical Investigation	\$ 9,000
Task 4 – Prefinal Plans, Specifications and Estimate	\$ 24,640
Task 5 – Final Plans, Specification and Estimate / Bid Documents	\$ 7,080
Task 6 – Bidding Assistance	\$ 1,520
Task 7 – Meetings, Coordination and Management	\$ 3,200
Direct Costs	\$ 500

TOTAL NOT-TO-EXCEED FEE: \$ 52,300

We will bill you at the hourly rates specified on the attached Schedule of Charges. We will establish our contract in accordance with the attached General Term and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. Direct costs for blueprints, photocopying, mailing, mileage, overnight delivery, messenger services and report binding are included in the Fee Estimate. Please note that meetings and additional services performed by CBBEL that are not included as part of this proposal will be billed on a time and materials basis and at the attached hourly rates.

Please sign and return one copy of this agreement as an indication of acceptance and notice to proceed. Please feel free to contact us anytime.

Sincerely,



Michael E. Kerr, PE
President

Encl. 2023 Schedule of Charges
General Terms and Conditions

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

BY:

Joseph A. Marchese

TITLE:

Mayor

DATE:

11-16-23

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**CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY 2023**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2023.

CHRISTOPHER B. BURKE ENGINEERING, LTD.
GENERAL TERMS AND CONDITIONS

1. Relationship Between Engineer and Client: Christopher B. Burke Engineering, Ltd. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the

resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest

extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer's agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney's fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly.

10. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney's fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney's fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error omission of Client.

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

11. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
12. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

13. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.
14. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
15. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void & without effect to the extent they conflict with the terms of this Agreement.
16. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

17. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
18. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.
19. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.
20. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer perform such services.
21. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
22. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.
23. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

24. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are

specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

25. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

26. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs. In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

27. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver. Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

28. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the

Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client's rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

29. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client's own forces.

30. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-114-23 — “A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. (CBBEL) FOR THE PROFESSIONAL DESIGN ENGINEERING SERVICES RELATED TO THE SURVEY AND PREPARATION OF DESIGN DRAWINGS FOR THE PLAINFIELD ROAD RETAINING WALL AT THE SOUTH WEST CORRIDOR OF PLAINFIELD ROAD AND CASS AVENUE IN AN AMOUNT NOT TO EXCEED \$52,300”** of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a November 6, 2023.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 6th day of November, 2023.



JoAnne E. Ragona

City Clerk



November 8, 2023

Mr. Daniel Lynch
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Rd, Suite 600
Rosemont, IL 60018

RE: engineering agreement—survey & prep of design drawings for Plainfield Rd retaining wall
at SW corridor of Plainfield Rd & Cass Ave

Dear Mr. Lynch:

Enclosed please find a certified copy of *Resolution No. R-114-23 – “A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. (CBBEL) FOR THE PROFESSIONAL DESIGN ENGINEERING SERVICES RELATED TO THE SURVEY AND PREPARATION OF DESIGN DRAWINGS FOR THE PLAINFIELD ROAD RETAINING WALL AT THE SOUTHWEST CORRIDOR OF PLAINFIELD ROAD AND CASS AVENUE IN AN AMOUNT NOT TO EXCEED \$52,300,”* passed by the City Council at its regular meeting on November 6, 2023.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac".

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services

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

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-6500 FAX (847) 823-0520

January 7, 2023

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

Subject: Plainfield Rd. east of Cass Ave.
(CBBEL Project No. 950323.H251)

Dear Dan:

As requested, we have prepared this letter to provide an updated preliminary opinion of cost for the above project. The scope of the project has been revised to reflect the following:

- Removal of Plainfield Road guardrail
- Removal and replacement of curb and gutter along Plainfield Road
- Removal of Plainfield Road sidewalk, and replacement further from back of curb
- Remove Plainfield Road asphalt parkway and restoration with sod
- Addition of land acquisition costs
- Addition of surveying for land acquisition
- Allowance for lighting along Plainfield Road
- Allowance for drainage improvements on private property.
- Option for increased pavement radii at Plainfield and Linden

Note that there will also be the need to relocate an existing utility pole line south of the existing retaining wall. There are underground utilities and an existing pole line is within easements south of the right of way. It should be verified with ComEd (and others) that there will not be a cost to relocate these utilities.

If you have any questions, please feel free to contact me.

Sincerely,

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





Engineer's Estimate of Probable Construction Cost - Plainfield and Cass Retaining Wall					
Item No.	Item	Unit	Quantity	Unit Price	Total
1	Redirock, or Similar Retaining Wall	SF	2100	\$ 132.00	\$ 277,200.00
2	6" High Solid Wooden Fence	LF	340	\$ 35.00	\$ 11,900
3	Tree and Brush Removal	UNIT	1	\$ 9,000.00	\$ 9,000
3	Removal of Unsuitable Materials (Asphalt Shoulder)	CU YD	56	\$ 55.00	\$ 3,058.0
4	Remove Cap and Top Course of Block on Existing Wall	LF	300	\$ 20.00	\$ 6,000
5	Fill Gap between Existing and Proposed Walls (ASTHO No. 57 Stone)	TON	270	\$ 75.00	\$ 20,250
6	Protland Cement Concrete Sidewalk, 5 Inch	SF	1500	\$ 30.00	\$ 45,000
7	Sidewalk Removal	SF	1500	\$ 20.00	\$ 30,000
8	Barrier Concrete Curb and Gutter Removal and Replacement	LF	360	\$ 80.00	\$ 28,800
9	Pipe Underdrain for Retaining Wall	LF	360	\$ 20.00	\$ 7,200.0
10	Removal of Gaurdrail	LF	360	\$ 50.00	\$ 18,000.0
11	Inlet Prodection	EACH	2	\$ 100.00	\$ 200.0
12	Frame and Grate Type, TBD Including Adjustment Rings	EACH	2	\$ 2,000.00	\$ 4,000.0
13	Topsoil Furnish and Place, 8"	SY	800	\$ 25.00	\$ 20,000.0
14	Landscape Restoration (Salt tolerant Sod)	SY	800	\$ 40.00	\$ 32,000.0
15	Landscape Restoration (Sod)	SY	600	\$ 35.00	\$ 21,000.0
16	Lighting (allowance per City staff)	L SUM	1	\$ 20,000.00	\$ 20,000.0
17	Drainage Improvements (allowance per City staff)	L SUM	1	\$ 75,000.00	\$ 75,000.0
18	Utilities to be Relocated (City staff to verify cost, if any, with ComEd)	EACH	3	TBD	
19	LAND ACQUISTION (CIVILTECH APPRAISAL)	TOTAL	1	\$ 37,400.00	\$ 37,400.0
20	Parcel Surveys, legal descriptions, set corner monuments	TOTAL	1	\$ 10,000.00	\$ 10,000.0
21	Contingency Items By Engineer	L SUM	1	\$ 60,000.00	\$ 60,000.0
Grand Total					\$ 736,007.76

MEMO

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

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

August 27, 2024

City of Darien
1702 Plainfield Road
Darien, Illinois

Attention: Dan Gombac

Subject: Plainfield at Cass Guardrail Evaluation
(CBBEL Project No. 950323.H0262)

Dear Dan,

As requested, we have completed a barrier warrant analysis for the south side of Plainfield Road from Cass Avenue to Linden Avenue. It is our understanding that the City of Darien would like to remove the guardrail at this location. In addition, the City and Du Page County will be constructing a new retaining wall, adjacent to the existing retaining wall, at this location. The existing wall is approximately 3'-6' in height and has been measured to be approximately 14.5' from the edge of pavement to the face of the existing retaining wall. Based on the criteria below and the attached, we have determined that the required clear zone for this location is 14'.

- Calculation was completed using the posted speed limit (40 mph)
- Per IDOT BDE Fig. 38-3A, the clear zone range is 14-16 feet. The designer selects 14 feet as the clear zone
- The approaches are tangent, therefore no adjustment factor is needed
- Since the identified hazard is at the edge of the clear zone, no shielding is required (guardrail may be removed)

Most of the curb along the south edge of Plainfield Rd from Cass Ave to Linden Ave. is depressed or mountable curb (as is typical under a guardrail). We would recommend replacing the existing depressed/mountable curb and gutter with a barrier curb and gutter to match the surrounding curb (B-6.18). In addition, we recommend removing the asphalt parkway paving, and replacing it with turf. A turf parkway may improve safety for pedestrians using the adjacent sidewalk. We note that it is our understanding that once the new retaining wall is in place, the distance from the edge of pavement to face of new wall will be in excess of 17 feet. We also understand that the sidewalk may be relocated further from the back of curb than it currently is situated. Both of these changes will help to improve safety for both vehicles and pedestrians. We presume that all of the items noted would be completed as part of the same project.

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

A handwritten signature in black ink, appearing to read "Stephen Sugg". The signature is fluid and cursive, with the first name "Stephen" and last name "Sugg" clearly distinguishable.

Stephen Sugg, PE
Head, Phase II Engineering Department
Transportation Group

Cc Bill Eidson – Du Page County Division of Transportation
Dan Lynch - CBBEL



DESCRIPTION	ENGINEERING COST	LAND ACQUISITION COST	CONSTRUCTION COST	DUPAGE COUNTY REIMBURSEMENT CONSTRUCTION AND ENGINEERING	CITY OF DARIEN MISC COST-CONTINGENCY	CONSTRUCTION COST AND ENGINEERING COST	TOTAL COST TO CITY OF DARIEN	TOTAL PROJECT COST	BUDGET	BUDGET LINE ITEM
CITY COUNCIL APPROVED IGA SEPTEMBER 5, 2023 AND CITY COUNCIL APPROVED DESIGN ENGINEERING NOV 6, 2023	\$ 52,300.00	N/A	\$ 300,000.00	\$ 186,150.00	\$ 20,000.00	\$ 186,150.00	\$ 186,150.00	\$ 372,300.00	\$ 450,000.00	25-35-4390 2022 67TH STREET & CHR D 4 WAY TRAFFIC SIGNAL
REVISIONS JAN 1, 2024- April 30, 2025										
AMENDED IGA JUNE 2, 2025	\$ 75,000.00	\$ 48,000.00	\$ 753,000.00	\$ 452,000.00	N/A	\$ 424,000.00	\$ 424,000.00	\$ 876,000.00	\$ 800,000.00	25-35-4390 SE PLAINFIELD/CASS RETAINING WALL W/ COUNTY

RESOLUTION NO. R-24-25

AN AMENDED RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A COST SHARE OF A RIGHT-OF-WAY ENHANCEMENT PROJECT AT THE SOUTHEAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE

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

WHEREAS, an Intergovernmental Agreement has been prepared between the City of Darien and the County of DuPage concerning said retaining wall construction along CH 31/Plainfield Road from Cass Avenue to Linden Avenue, a copy of which is attached hereto as "Exhibit A", and is incorporated herein; and

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

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

SECTION 1: That the Mayor and City Clerk are hereby authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a cost share of a right-of-way enhancement project at the southeast corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.

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

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 2nd day of June 2025.

- AYES: 6 – Belczak, Kenny, Leganski, Schauer, Stompanato, Sullivan
- NAYS: 0 – NONE
- ABSENT: 1 -Gustafson

RESOLUTION NO. R-24-25

**APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 2nd day of June 2025.**

Joseph A. Marchese

JOSEPH A. MARCHESE, MAYOR

ATTEST:

Joanne E. Ragona

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

John B. Murphy, Jr.

CITY ATTORNEY



**FIRST AMENDMENT
TO INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE AND THE CITY OF DARIEN
FOR RETAINING WALL CONSTRUCTION ALONG CH 31/PLAINFIELD ROAD
FROM CASS AVENUE TO LINDEN AVENUE**

This FIRST AMENDMENT to the Intergovernmental Agreement, between the County of DuPage and the City of Darien, (hereinafter referred to as "FIRST AMENDMENT"), concerning Retaining Wall Construction along CH 31/Plainfield Road from Cass Avenue to Linden Avenue, is entered into this 8th day of JULY, 2025, between the County of DuPage (hereinafter referred to as the "COUNTY"), a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the City of Darien (hereinafter referred to as the "CITY"), a municipal corporation with offices at 1702 Plainfield Road, Darien Illinois 60561. The COUNTY and the CITY are hereinafter sometimes individually referred to as a "PARTY" or together as the "PARTIES".

RECITALS

WHEREAS, the COUNTY and CITY entered into an Intergovernmental Agreement, dated September 26, 2023, (hereinafter referred to as "AGREEMENT"), to improve the existing retaining wall and fencing along the southside right-of-way of CH 31/Plainfield Road at Cass Avenue extending east to Linden Avenue (hereinafter referred to as "PROJECT"); and

WHEREAS, since the execution of the aforementioned AGREEMENT (COUNTY Resolution DT-R-0082-23), the estimated costs of construction engineering and construction have increased, and it has been determined that lighting and land acquisition not previously considered for the PROJECT will now be included; and

WHEREAS, the AGREEMENT must be amended to update the total estimated construction engineering and construction costs and incorporate the lighting and land acquisition costs not previously included in the AGREEMENT (reflected in a revised EXHIBIT A, attached hereto); and

WHEREAS, a revised total cost for the PROJECT has been determined and the updated estimated cost for design engineering, construction engineering, construction, lighting and land acquisition is \$876,000; and

WHEREAS, this revised estimate is agreeable to the COUNTY and the COUNTY will reimburse the CITY 50% of the updated construction cost, estimated COUNTY share \$366,500.00, 50% of design and construction engineering costs, estimated COUNTY share \$37,500.00, and 100% of land acquisition costs, estimated COUNTY cost \$48,000.00; for a revised COUNTY total share of \$452,000; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, the PARTIES agree the AGREEMENT is amended as follows:

1) Section 3.0 RESPOSIBILITIES OF THE CITY

Paragraph shall be added:

3.5. The CITY agrees to negotiate and manage right-of-way land acquisition on behalf of the COUNTY for PROJECT easements with full reimbursement from the COUNTY for said easements.

2) Section 4.0 RESPOSIBILITIES OF THE COUNTY

Paragraph 4.1, 4.2 and 4.3 of the AGREEMENT shall be amended to read as follows and is fully incorporated therein by reference:

4.1 The COUNTY agrees to reimburse the CITY for 50% of the actual construction cost for the PROJECT, COUNTY share estimated to be \$366,500 (see Exhibit A).

4.2 The COUNTY also agrees to reimburse the CITY for 50% of the actual design and construction engineering costs for the PROJECT, COUNTY share estimated to be \$37,500 (see Exhibit A). The COUNTY agrees to pay the CITY its share of design engineering costs upon award of a contract for construction and receipt of an invoice from CITY, or in accordance with Section 10.2.

4.3 The COUNTY agrees to pay the CITY eighty (80%) percent of its share of the PROJECT construction cost (\$293,000) upon award of the contract for the PROJECT based upon as-bid unit prices for the PROJECT and receipt of an invoice from CITY. Upon completion of the PROJECT and based upon the documentation of final costs and quantities, submitted by the CITY and a final invoice, the COUNTY agrees to reimburse the CITY for the balance of its share of the PROJECT cost within sixty (60) days of receipt of a properly documented invoice from the CITY.

3) Section 9.0 NOTICES

County of DuPage Director information shall be updated to:

ATTN: Stephen M. Travia
Director of Transportation
Phone: 630.407.6900
Email: stephen.travia@dupagecounty.gov

4) Exhibit A of the AGREEMENT has been amended to reflect the revised estimated costs of the PROJECT, including cost shares of the PARTIES, and is fully incorporated therein.

5) It is mutually agreed by and between the PARTIES hereto that all covenants contained in the AGREEMENT which are not in conflict with this FIRST AMENDMENT shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties have caused this FIRST AMENDMENT to be executed in duplicate counterparts, each of which shall be considered as an original by their duly authorized officers as of the date first above written.

COUNTY OF DU PAGE

CITY OF DARIEN

Deborah A. Conroy, Chair
DuPage County Board

Joseph A. Marchese, Mayor
City of Darien

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

JoAnne Ragona
City Clerk



**AMENDED
EXHIBIT A
PROJECT COST ESTIMATE**

	PROJECT COST ESTIMATE	ESTIMATED CITY SHARE	ESTIMATED COUNTY SHARE
PROJECT Construction Cost Estimate (CITY/COUNTY 50% Share)	\$ 733,000	\$ 366,500	\$ 366,500
PROJECT Design and Construction Engineering Cost Estimate (CITY/COUNTY 50% Share)	\$ 75,000	\$ 37,500	\$ 37,500
PROJECT Right-of-Way Land Acquisition Cost Estimate (COUNTY 100% Share)	\$ 48,000		\$ 48,000
PROJECT Lighting Cost Estimate (CITY 100% Share)	\$ 20,000	\$ 20,000	
Total Cost Estimate	\$ 876,000	\$ 424,000	\$ 452,000

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of **RESOLUTION NO. R-24-25** — *“CONSIDERATION OF A MOTION TO APPROVE AN AMENDED RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A COST SHARE OF A RIGHT-OF-WAY ENHANCEMENT PROJECT AT THE SOUTHEAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE”* of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting held on June 2, 2025.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 2nd day of June, 2025.





City Clerk



June 4, 2025

Division of Transportation
421 North County Farm Road
Wheaton, Illinois 60187
Attn: Director of Transportation

RE: Intergovernmental Agreement – retaining wall construction along CH 31/Plainfield Rd from Cass Ave to Linden Ave

Dear Sir/Madam,

Enclosed please find two certified copies of *Resolution No. R-24-25 – “AMENDED RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF DUPAGE FOR A COST SHARE OF A RIGHT-OF-WAY ENHANCEMENT PROJECT AT THE SOUTHEAST CORNER ALONG PLAINFIELD ROAD FROM CASS AVENUE TO LINDEN AVENUE AND CASS AVENUE TO THE SIDE YARD LIMIT OF 7614 GAIL AVENUE,”* passed by the City Council at its regular meeting on June 2, 2025.

Should you have any questions or concerns, please give me a call at (630) 353-8106.

Sincerely,
CITY OF DARIEN

A handwritten signature in black ink, appearing to read "Daniel Gombac", is written over the printed name.

Daniel Gombac
Director of Municipal Services

Enclosure

cc: JoAnne E. Ragona, City Clerk
Kris Throm, Superintendent of Municipal Services
Superintendent, DuPage County Public Works



Transportation Change Order with Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1557

Agenda Date: 7/8/2025

Agenda #: 21.B.

DT-R-0082A-23

AMENDING RESOLUTION TO DT-R-0082-23
THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE CITY OF DARIEN FOR RETAINING WALL CONSTRUCTION ALONG
CH 31/PLAINFIELD ROAD, FROM CASS AVENUE TO LINDEN AVENUE
(INCREASE COUNTY COST \$264,500.00, +141.07%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0082-23 on September 23, 2023, wherein the County of DuPage (hereinafter referred to as COUNTY) and the City of Darien (hereinafter referred to as CITY) as public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), entered into a Local Public Agency Agreement (hereafter AGREEMENT) to improve the existing retaining wall and fencing along the southside right-of-way of CH 31/Plainfield Road at Cass Avenue extending east to Linden Avenue (hereinafter referred to as "PROJECT"); and

WHEREAS, since the execution of the aforementioned AGREEMENT, the estimated costs of construction engineering and construction have increased, and it has been determined that land acquisition not previously considered for the PROJECT will now be included; and

WHEREAS, the AGREEMENT must be amended to update the total estimated construction engineering and construction costs and incorporate the land acquisition costs not previously included in the AGREEMENT (reflected in a revised EXHIBIT A, attached hereto); and

WHEREAS, a revised total cost for the PROJECT has been determined and the updated estimated cost for design engineering, construction engineering, construction, lighting and land acquisition is \$876,000; and

WHEREAS, this revised estimate is agreeable to the COUNTY and the COUNTY will reimburse the CITY 50% of the updated construction cost, estimated COUNTY share \$366,500.00, 50% of design and construction engineering costs, estimated COUNTY share \$37,500.00, and 100% of land acquisition costs, estimated COUNTY cost \$48,000.00; for a revised COUNTY total share of \$452,000; and

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Chair is hereby authorized and directed to sign on behalf of the COUNTY, and the DuPage County Clerk is hereby authorized to attest thereto, the attached Amendment to the Intergovernmental Agreement between the COUNTY OF DUPAGE and the CITY OF DARIEN; and

BE IT FURTHER RESOLVED that three (3) original copies of this Resolution and Amendment to the Intergovernmental Agreement be sent to the CITY, by and through the Division of Transportation.

Enacted and approved this 8th day of July, 2025 at Wheaton, Illinois.



DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: 
JEAN KACZMAREK, COUNTY CLERK



**DUPAGE
COUNTY**

General
630-407-6900

Maintenance
630-407-6920

Permitting
630-407-6900

Trails/Paths
630-407-6900

DIVISION OF TRANSPORTATION

630-407-6900
fax: 630-407-6901
dot@dupagecounty.gov
www.dupagecounty.gov/dot

July 16, 2025

Mr. Daniel Gombac
Director of Municipal Services
City of Darien
1702 Plainfield Road
Darien, IL 60561

Re: Resolution DT-R-0082(A)-23
Amendment to the Intergovernmental Agreement
Between the County of DuPage and City of Darien
Retaining Wall Construction
along CH31/Plainfield Road between Cass Avenue and Linden Avenue

Dear Mr. Gombac:

Please find enclosed for your records, one (1) original of the Amending Resolution and fully executed First Amendment to the Intergovernmental Agreement between the County of DuPage and City of Darien for the above captioned project.

If you have any questions or concerns, please feel free to contact me at 630-407-6900.

Very truly yours,

Stephen M. Travia, P.E.
Director of Transportation

Enclosure
SMT/jem

Cc: *(via email only)*
R. Kokkinis/City of Darien
W. Eidson/DOT
T. Smith/DOT
G. Smith/DOT
J. McAvoy/DOT

PLAINFIELD ROAD RETAINING WALL PROJECT					ATTACHMENT B
25-35-4390 RET-WALL					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27 BUDGET	COST DETAIL	CITY EXPENDITURE	COUNTY EXPENDITURE/REIMBURSEMENT
25-35-4390	LANDWORKS LIMITED	\$ 800,000.00	\$ 422,527.47	\$ 211,263.74	\$ 211,263.74
	DRAINAGE PROJECT JC LANDSCAPING	\$ 377,472.53	\$ 86,000.00	\$ 43,000.00	\$ 43,000.00
	ELECTRICAL WALL LIGHTING-COM ED	\$ 291,472.53	\$ 34,600.00	\$ 34,600.00	NON REIMBURSABLE ITEM
	TREE PLANTING	\$ 256,872.53	\$ 17,288.00	\$ 8,644.00	\$ 8,644.00
	SUBURBAN CONCRETE	\$ 239,584.53	\$ 10,512.00	\$ 10,512.00	TBD FOR COST SHARING
	BROTHERS ASPHALT PAVING	\$ 229,072.53	\$ 6,671.00	\$ 6,671.00	TBD FOR COST SHARING
SUBTOTAL	N/A	N/A	\$ 577,598.47	\$ 314,690.74	\$ 262,907.74
CONTINGENCY	10%	\$ 222,401.53	\$ 57,759.85	\$ 28,879.92	\$ 28,879.92
TOTAL CONSTRUCTION COSTS WITH CONTINGENCY	N/A	\$ 164,641.68	\$ 635,358.32	\$ 343,570.66	\$ 291,787.66
	LAND ACQUISITION COMPLETED	\$ 164,641.68	\$ 63,546.00	N/A	\$ 63,546.00
	ENGINEERING ONGOING	\$ 101,095.68	\$ 52,300.00	\$ 26,150.00	\$ 26,150.00
TOTAL COSTS	25-35-4390	\$ 48,795.68	\$ 751,204.32	\$ 369,720.66	\$ 381,483.66
	BUDGET BALANCE	\$ 48,795.68			

MEMO

City of Darien**Plainfield Road Retaining Wall Replacement Project**

Bid Summary

Bids Opened April 7, 2026

CBBEL Project No. 230617

CONTRACTOR	BID AMOUNT
ENGINEER'S ESTIMATE	\$537,718.00
LANDWORKS LIMITED	\$422,527.47
SEMPER FI LAND INC.	\$493,568.00
V3	\$513,750.00
COPENHAVER CONSTRUCTION	\$521,108.58
MYS INCORPORATED	\$548,630.02
ALLIANCE CONTRACTORS, INC.	\$637,295.00
MARTAM CONSTRUCTION, INC.	\$688,700.00

See Note 1

Notes:

¹ Bid Amount For Landworks Reflects Error Correction as shown on Bid Tab

City of Darien
Plainfield Road Retaining Wall Replacement Project
Bid Tabulation
CBBEL Project No. 230617
Bids Opened April 7, 2026

ITEM NO	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		LANDWORKS LIMITED		SEMPER FI LAND INC.		V3		COPENHAVER CONSTRUCTION		MYS INCORPORATED		ALLIANCE CONTRACTORS, INC.		MARTAM CONSTRUCTION, INC.	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
20100110	TREE REMOVAL (6 TO 15 UNITS DIAMETER)	UNIT	177	\$35.00	\$ 6,195.00	\$ 33.00	\$ 5,841.00	\$ 25.00	\$ 4,425.00	\$ 34.00	\$ 6,018.00	\$ 35.00	\$ 6,195.00	\$ 65.00	\$ 11,505.00	\$ 30.00	\$ 5,310.00	\$ 35.00	\$ 6,195.00
20100210	TREE REMOVAL (OVER 15 UNITS DIAMETER)	UNIT	36	\$50.00	\$ 1,800.00	\$ 46.00	\$ 1,656.00	\$ 50.00	\$ 1,800.00	\$ 34.00	\$ 1,224.00	\$ 45.00	\$ 1,620.00	\$ 125.00	\$ 4,500.00	\$ 42.00	\$ 1,512.00	\$ 49.00	\$ 1,764.00
20200100	EARTH EXCAVATION	CU YD	120	\$35.00	\$ 4,200.00	\$ 130.00	\$ 15,600.00	\$ 105.00	\$ 12,600.00	\$ 65.00	\$ 7,800.00	\$ 70.00	\$ 8,400.00	\$ 150.00	\$ 18,000.00	\$ 20.00	\$ 2,400.00	\$ 71.00	\$ 8,520.00
20700220	POROUS GRANULAR EMBANKMENT	CU YD	30	\$80.00	\$ 2,400.00	\$ 110.00	\$ 3,300.00	\$ 195.00	\$ 5,850.00	\$ 180.00	\$ 5,400.00	\$ 10.00	\$ 300.00	\$ 85.00	\$ 2,550.00	\$ 55.00	\$ 1,650.00	\$ 84.00	\$ 2,520.00
28000400	PERIMETER EROSION BARRIER	FOOT	748	\$6.00	\$ 4,488.00	\$ 4.00	\$ 2,992.00	\$ 6.00	\$ 4,488.00	\$ 5.25	\$ 3,927.00	\$ 5.00	\$ 3,740.00	\$ 5.00	\$ 3,740.00	\$ 10.00	\$ 7,480.00	\$ 6.00	\$ 4,488.00
28000510	INLET FILTERS	EACH	2	\$250.00	\$ 500.00	\$ 200.00	\$ 400.00	\$ 750.00	\$ 1,500.00	\$ 410.00	\$ 820.00	\$ 250.00	\$ 500.00	\$ 0.01	\$ 0.02	\$ 250.00	\$ 500.00	\$ 350.00	\$ 700.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	1641	\$15.00	\$ 24,615.00	\$ 11.67	\$ 19,150.47	\$ 12.00	\$ 19,692.00	\$ 12.00	\$ 19,692.00	\$ 14.00	\$ 22,974.00	\$ 17.50	\$ 28,717.50	\$ 11.75	\$ 19,281.75	\$ 16.00	\$ 26,256.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	FOOT	160	\$10.00	\$ 1,600.00	\$ 10.00	\$ 1,600.00	\$ 40.00	\$ 6,400.00	\$ 31.00	\$ 4,960.00	\$ 10.00	\$ 1,600.00	\$ 18.00	\$ 2,880.00	\$ 15.00	\$ 2,400.00	\$ 18.00	\$ 2,880.00
44000600	SIDEWALK REMOVAL	SQ FT	1611	\$5.00	\$ 8,055.00	\$ 4.00	\$ 6,444.00	\$ 5.50	\$ 8,860.50	\$ 3.75	\$ 6,041.25	\$ 2.00	\$ 3,222.00	\$ 4.00	\$ 6,444.00	\$ 2.00	\$ 3,222.00	\$ 2.00	\$ 3,222.00
44004250	PAVED SHOULDER REMOVAL	SQ YD	191	\$25.00	\$ 4,775.00	\$ 10.00	\$ 1,910.00	\$ 40.00	\$ 7,640.00	\$ 29.00	\$ 5,530.00	\$ 15.00	\$ 2,865.00	\$ 35.00	\$ 6,685.00	\$ 20.00	\$ 3,820.00	\$ 38.00	\$ 7,258.00
44201771	CLASS D PATCHES, TYPE IV, 10 INCH	SQ YD	18	\$200.00	\$ 3,600.00	\$ 70.00	\$ 1,260.00	\$ 139.00	\$ 2,502.00	\$ 270.00	\$ 4,860.00	\$ 280.00	\$ 5,040.00	\$ 175.00	\$ 3,150.00	\$ 325.00	\$ 5,850.00	\$ 268.00	\$ 4,824.00
50200100	STRUCTURE EXCAVATION	CU YD	100	\$40.00	\$ 4,000.00	\$ 100.00	\$ 10,000.00	\$ 105.00	\$ 10,500.00	\$ 67.00	\$ 6,700.00	\$ 72.00	\$ 7,200.00	\$ 150.00	\$ 15,000.00	\$ 30.00	\$ 3,000.00	\$ 84.00	\$ 8,400.00
50200450	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL FOR STRUCTURES	CU YD	30	\$40.00	\$ 1,200.00	\$ 150.00	\$ 4,500.00	\$ 340.00	\$ 10,200.00	\$ 160.00	\$ 4,800.00	\$ 10.00	\$ 300.00	\$ 150.00	\$ 4,500.00	\$ 20.00	\$ 600.00	\$ 84.00	\$ 8,400.00
52200700	PRECAST MODULAR RETAINING WALL	SQ FT	1796	\$100.00	\$ 179,600.00	\$ 75.00	\$ 134,700.00	\$ 79.00	\$ 141,884.00	\$ 105.00	\$ 188,580.00	\$ 83.00	\$ 149,068.00	\$ 87.50	\$ 157,150.00	\$ 175.55	\$ 315,287.80	\$ 144.00	\$ 258,624.00
60146304	PIPE UNDERDRAINS FOR STRUCTURES 4"	FOOT	335	\$30.00	\$ 10,050.00	\$ 29.00	\$ 9,715.00	\$ 6.50	\$ 2,177.50	\$ 14.00	\$ 4,690.00	\$ 19.00	\$ 6,365.00	\$ 35.00	\$ 11,725.00	\$ 4.50	\$ 1,507.50	\$ 44.00	\$ 14,740.00
60204400	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.18	FOOT	160	\$40.00	\$ 6,400.00	\$ 72.50	\$ 11,600.00	\$ 62.50	\$ 10,000.00	\$ 99.00	\$ 15,840.00	\$ 48.00	\$ 7,680.00	\$ 75.00	\$ 12,000.00	\$ 62.50	\$ 10,000.00	\$ 67.00	\$ 10,720.00
63200310	GUARDRAIL REMOVAL	FOOT	298	\$10.00	\$ 2,980.00	\$ 16.50	\$ 4,917.00	\$ 13.25	\$ 3,948.50	\$ 96.00	\$ 10,728.00	\$ 7.00	\$ 2,086.00	\$ 12.00	\$ 3,576.00	\$ 10.47	\$ 3,120.06	\$ 18.00	\$ 5,364.00
67100100	MOBILIZATION	L SUM	1	\$30,000.00	\$ 30,000.00	\$ 13,781.00	\$ 13,781.00	\$ 35,000.00	\$ 35,000.00	\$ 23,495.75	\$ 23,495.75	\$ 32,000.00	\$ 32,000.00	\$ 25,000.00	\$ 25,000.00	\$ 58,271.01	\$ 58,271.01	\$ 30,000.00	\$ 30,000.00
81028320	UNDERGROUND CONDUIT, PVC, 1" DIA.	FOOT	425	\$20.00	\$ 8,500.00	\$ 17.00	\$ 7,225.00	\$ 8.50	\$ 3,612.50	\$ 30.00	\$ 12,750.00	\$ 31.00	\$ 13,175.00	\$ 30.00	\$ 12,750.00	\$ 11.90	\$ 5,057.50	\$ 31.00	\$ 13,175.00
81400100	HANDHOLE	EACH	3	\$5,000.00	\$ 15,000.00	\$ 1,700.00	\$ 5,100.00	\$ 1,000.00	\$ 3,000.00	\$ 1,600.00	\$ 4,800.00	\$ 3,000.00	\$ 9,000.00	\$ 2,750.00	\$ 8,250.00	\$ 1,330.00	\$ 3,990.00	\$ 2,750.00	\$ 8,250.00
X5220102	RETAINING WALL REMOVAL	FOOT	348	\$50.00	\$ 17,400.00	\$ 25.00	\$ 8,700.00	\$ 14.00	\$ 4,872.00	\$ 30.00	\$ 10,440.00	\$ 75.00	\$ 26,100.00	\$ 55.00	\$ 19,140.00	\$ 15.00	\$ 5,220.00	\$ 74.00	\$ 25,752.00
X6640102	FENCE (SPECIAL)	FOOT	448	\$250.00	\$ 112,000.00	\$ 175.00	\$ 78,400.00	\$ 178.25	\$ 79,856.00	\$ 160.00	\$ 71,680.00	\$ 155.00	\$ 69,440.00	\$ 175.00	\$ 78,400.00	\$ 142.51	\$ 63,844.48	\$ 183.00	\$ 81,984.00
X6640300	CHAIN LINK FENCE REMOVAL	FOOT	639	\$10.00	\$ 6,390.00	\$ 8.00	\$ 5,112.00	\$ 7.50	\$ 4,792.50	\$ 23.00	\$ 14,697.00	\$ 6.00	\$ 3,834.00	\$ 9.65	\$ 6,175.15	\$ 8.33	\$ 5,324.97	\$ 8.00	\$ 5,112.00
X7010216	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1	\$15,000.00	\$ 15,000.00	\$ 8,550.00	\$ 8,550.00	\$ 20,000.00	\$ 20,000.00	\$ 10,300.00	\$ 10,300.00	\$ 39,000.00	\$ 39,000.00	\$ 15,000.00	\$ 15,000.00	\$ 6,680.00	\$ 6,680.00	\$ 50,000.00	\$ 50,000.00
Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	58	\$45.00	\$ 2,610.00	\$ 50.00	\$ 2,900.00	\$ 200.00	\$ 11,600.00	\$ 47.00	\$ 2,726.00	\$ 0.01	\$ 0.58	\$ 85.00	\$ 4,930.00	\$ 1.00	\$ 58.00	\$ 51.00	\$ 2,958.00
Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$10,000.00	\$ 10,000.00	\$ 9,165.00	\$ 9,165.00	\$ 8,000.00	\$ 8,000.00	\$ 8,200.00	\$ 8,200.00	\$ 8,000.00	\$ 8,000.00	\$ 7,500.00	\$ 7,500.00	\$ 5,500.00	\$ 5,500.00	\$ 8,000.00	\$ 8,000.00
	WALL STAIN AND ANTI-GRAFFITI COATING	SQ FT	2060	\$9.00	\$ 18,540.00	\$ 10.15	\$ 20,909.00	\$ 2.75	\$ 5,665.00	\$ 9.50	\$ 19,570.00	\$ 20.00	\$ 41,200.00	\$ 6.50	\$ 13,395.00	\$ 15.00	\$ 30,900.00	\$ 18.00	\$ 37,080.00
	LANDSCAPE RESTORATION - SODDING	SQ YD	1054	\$15.00	\$ 15,810.00	\$ 10.00	\$ 10,540.00	\$ 25.00	\$ 26,350.00	\$ 10.50	\$ 11,067.00	\$ 17.00	\$ 17,918.00	\$ 32.00	\$ 33,728.00	\$ 38.50	\$ 40,579.00	\$ 31.00	\$ 32,674.00
	LANDSCAPE RESTORATION - STONE	SQ YD	204	\$25.00	\$ 5,100.00	\$ 8.00	\$ 1,632.00	\$ 105.00	\$ 21,420.00	\$ 63.00	\$ 12,852.00	\$ 85.00	\$ 17,340.00	\$ 85.00	\$ 17,340.00	\$ 49.00	\$ 9,996.00	\$ 48.00	\$ 9,792.00
	ITEMS ORDERED BY ENGINEER	DOLLAR	15000	\$1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00	\$ 1.00	\$ 15,000.00
	TOTAL				\$ 537,718.00		\$ 422,527.47		\$ 493,568.00		\$ 513,750.00		\$ 521,108.58		\$ 548,630.02		\$ 637,295.00		\$ 688,700.00


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

April 10, 2026

 City of Darien
 1702 Plainfield Road
 Darien, IL 60561

Attention: Daniel Gombac – Director of Municipal Services

 Subject: Plainfield Road Retaining Wall Replacement Project
Bid Results / Recommendation of Award
 (CBBEL Project No.230617)

Dear Mr. Gombac:

On Tuesday, April 7, 2026 at 10:00 a.m. bids were received at the City of Darien at 1702 Plainfield Road and opened for the Plainfield Road Retaining Wall Replacement Project. Seven (7) bids were received for this project. The bid has been reviewed and tabulated and are as follows:

	COMPANY	BID
-	ENGINEER'S ESTIMATE	\$ 537,718.00
1	LANDWORKS LIMITED	\$ 422,527.47
2	SEMPER FI LAND INC	\$ 493,569.00
3	V3	\$ 513,750.00
4	COPENHAVER CONSTRUCTION	\$ 521,108.58
5	MYS INCORPORATED	\$ 548,630.02
6	ALLIANCE CONTRACTORS, INC.	\$ 637,295.00
7	MARTAM CONSTRUCTION, INC	\$ 688,700.00

Landworks Limited (Landworks) is the lowest qualified bidder with a Bid of \$422,527.47. Landworks provided the appropriate bid submittal and documents and is licensed, bonded & insured. CBBEL believes that the Landworks bid is in order. Landworks provided sufficient references and is qualified to perform this work.

CBBEL recommends that the City accepts the Landworks bid for the amount of \$422,527.47. Attached, please find a copy of the bid tabulation for your review and files.

If you have any further questions, please do not hesitate to contact me at (847) 823-0500.

Sincerely,

A handwritten signature in blue ink that reads "Jeff Barnett". The signature is written in a cursive style with a long horizontal stroke at the end.

Jeff Barnett, PE, SE
Project Manager



**Local Public Agency
Formal Contract Proposal**

COVER SHEET

Proposal Submitted By:			
Contractor's Name			
Landworks Ltd			
Contractor's Address		City	State
14817 S. Gougar Road		Lockport	IL
		Zip Code	60491

STATE OF ILLINOIS

Local Public Agency	County	Section Number
City of Darien	DuPage	
Route(s) (Street/Road Name)	Type of Funds	
Plainfield Road (Cass Avenue to Linden Avenue)	City Funds (Non MFT)	

Proposal Only
 Proposal and Plans
 Proposal only, plans are separate

Submitted/Approved
For Local Public Agency:

For a County and Road District Project
Submitted/Approved
Highway Commissioner Signature & Date
Submitted/Approved
County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project
Submitted/Approved/Passed
Signature & Date
Official Title

Department of Transportation
Released for bid based on limited review
Regional Engineer Signature & Date

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Darien	DuPage		Plainfield Road (Cass Avenue t

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of City of Darien - Municipal Services Dept.
 Name of Office
1702 Plainfield Road, Darien, IL 60561 until 10:00 AM on 04/07/26
 Address Time Date

Sealed proposals will be opened and read publicly at the office of City of Darien - Municipal Services Dept
 Name of Office
1702 Plainfield Road, Darien, IL 60561 at 10:00 AM on 04/07/26
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
South side of Plainfield Road, between Cass Avenue and Linden Avenue	380 Ft

Proposed Improvement
 Partial removal of an existing segmental block retaining wall, construction of a precast modular retaining wall, guardrail removal, curb and gutter removal and replacement, sidewalk removal and replacement, fence removal and replacement, lighting, landscape restoration and other related work

1. Plans and proposal forms will be available in the office of
 Quest CDN - Login using QuestCDN #10099481.

2. Prequalification
 If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Darien	DuPage		Plainfield Road (Cass Avenue t

PROPOSAL

1. Proposal of Landworks Ltd
 Contractor's Name
14817 S. Gougar Road, Lockport, IL 60491
 Contractor's Address

2. The plans for the proposed work are those prepared by Christopher B. Burke Engineering, Ltd.
 and approved by the Department of Transportation on _____

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within 45 working days or by _____ unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract Will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds Will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: City Treasurer of Darien.
 The amount of the check is 5% - Bid Bond Attached (_____).

Attach Cashier's Check or Certified Check Here

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Darien	DuPage		Plainfield Road (Cass Avenue t

CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State of Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
City of Darien	DuPage		Plainfield Road (Cass Avenue t

SIGNATURES

(If an individual)

Bidder Signature & Date

Business Address

City State Zip Code

(If a partnership)

Firm Name

Signature & Date

Title

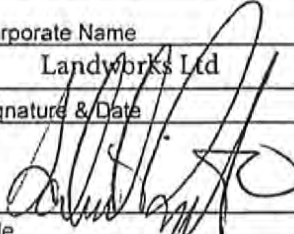
Business Address

City State Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name
Landworks Ltd

Signature & Date
 04/07/2026

Title
Director of Operations

Business Address
14817 S. Gougar Road

City State Zip Code
Lockport IL 60491

Insert Names of Officers

President
Joseph Pizzuto

Attest.



Secretary

Secretary

Treasurer



Schedule of Prices



Contractor's Name
Landworks Ltd

Contractor's Address
14817 S. Gougar Road

City
Lockport

State
IL

Zip Code
60491

Local Public Agency
City of Darien

County
DuPage

Section Number

Route(s) (Street/Road Name)
Plainfield Road (Cass Avenue to Linden Avenue)

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

(For complete information consult the Single Bid plans and specifications.)

Item Number	Items	Unit	Quantity	Unit Price	Total
20100110	Tree Removal (6 To 15 Units Diameter)	Unit	177	\$33.00	\$5,841.00
20100210	Tree Removal (Over 15 Units Diameter)	Unit	36	\$46.00	\$1,656.00
20200100	Earth Excavation	Cu Yd	120	\$130.00	\$15,600.00
20700220	Porous Granular Embankment	Cu Yd	30	\$110.00	\$3,300.00
28000400	Perimeter Erosion Barrier	Foot	748	\$4.00	\$2,992.00
28000510	Inlet Filters	Each	2	\$200.00	\$400.00
42400200	Portland Cement Concrete Sidewalk 5 Inch	Sq Ft	1,641	\$11.67	\$19,150.47
44000500	Combination Curb and Gutter Removal	Foot	160	\$10.00	\$1,600.00
44000600	Sidewalk Removal	Sq Ft	1,611	\$4.00	\$6,444.00
44004250	Paved Shoulder Removal	Sq Yd	191	\$10.00	\$1,910.00
44201765	Class D Patches, Type II, 10 Inch	Sq Yd	18	\$70.00	\$1,260.00
50200100	Structure Excavation	Cu Yd	100	\$100.00	\$10,000.00
50200450	Removal and Disposal of Unsuitable Material for Structures	Cu Yd	30	\$150.00	\$4,500.00
52200700	Precast Modular Retaining Wall	Sq Ft	1,796	\$75.00	\$134,700.00
60146304	Pipe Underdrains For Structures 4"	Foot	335	\$29.00	\$9,715.00
60604400	Combination Concrete Curb and Gutter Type B-6 18	Foot	160	\$72.50	\$11,600.00
63200310	Guardrail Removal	Foot	298	\$16.50	\$4,917.00
67100100	Mobilization	L Sum	1	\$13,781.00	\$13,781.00
81028320	Underground Conduit, PVC, 1" Dia.	Foot	425	\$17.00	\$7,225.00
81400100	Handhole	Each	3	\$1,700.00	\$5,100.00

Local Public Agency

County

Section Number

Route(s) (Street/Road Name)

City of Darien		DuPage		Plainfield Road (Cass Av)	
Item Number	Items	Unit	Quantity	Unit Price	Total
X5220102	Retaining Wall Removal	Foot	348	\$25.00	\$8,700.00
X6640102	Fence (Special)	Foot	448	\$175.00	\$78,400.00
X6640300	Chain Link Fence Removal	Foot	630	\$8.00	\$5,040.00
X7010216	Traffic Control and Protection, (Special)	L Sum	1	\$8,550.00	\$8,550.00
Z0013797	Stabilized Construction Entrance	Sq Yd	58	\$50.00	\$2,900.00
Z0013798	Construction Layout	L Sum	1	\$9,165.00	\$9,165.00
N/A	Wall Stain And Anti-Graffiti Coating	Sq Ft	2,060	\$10.15	\$20,909.00
N/A	Landscape Restoration - Sodding	Sq Yd	1,054	\$10.00	\$10,540.00
N/A	Landscape Restoration - Stone	Sq Yd	204	\$8.00	\$1,632.00
N/A	Items Ordered By Engineer	Dollar	15,000	\$1.00	\$15,000.00
Bidder's Total Proposal					\$407,527.47

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

EXHIBIT B

PLAINFIELD ROAD RETAINING WALL DRAINAGE PROJECT-COST SHARE WITH DPC



JOB LOCATION		FY26/27 PLAINFIELD ROAD RETAINING WALL LIGHTING PROJECT AND ASSOCIATED SERVICES					
DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL COST	ACTUAL UNITS	FINAL COST	AWARDED VENDOR
LIT/WPX1LEDP240KMV0LOR EQUIVALENT	40	EACH	\$ 300.00	\$ 12,000.00	-	\$ -	TBD-UPON COMPETITIVE QUOTE
COM ED	1	LUMP SUM	\$ 1,000.00	\$ 1,000.00	-	\$ -	COM ED
METER PEDESTAL-ELECTRICAL FITTINGS-WIRE	1	LUMP SUM	\$ 6,500.00	\$ 6,500.00			RAGS ELECTRIC
*LABOR-ELECTRICAL/SERVICE VEHICLES	80	HOURLY	\$ 145.00	\$ 11,600.00	-	\$ -	RAGS ELECTRIC
SUBTOTAL LIGHTING PROJECT COST				\$ 31,100.00		\$ -	
CONTINGENCY	1	LUMP SUM	\$ 3,500.00	\$ 3,500.00	-	\$ -	
TOTAL LIGHTING PROJECT COST				\$ 34,600.00		\$ -	
*LABOR RATE IS \$120/HR							



LED Wall Pack, 4000K, 120-277V, Dark Bronze Finish

☆☆☆☆☆ 0 Reviews

8 answered questions — Ask a question

Quick Search Code:SC14760


Call or text 305-513-4030 to get help with Lithonia part numbers.

SKU: WPX2 LED 40K MVOLT DDBXD M2

[View Spec Sheet](#)

[Warranty](#)

\$293.94

 \$9.95 Shipping

949 Drop Ship

 +
-



Catalog Number
Notes
Type

Contractor Select™
WPX LED
 Wall packs

The WPX LED wall packs are energy-efficient, cost-effective, and aesthetically appealing full-cut off solution for both new construction and HID wall pack replacement/renovation opportunities. Reliable IP66 construction and excellent LED lumen maintenance ensure a long service life.

FEATURES:

- Architectural design at very economical prices
- Energy efficient - payback in less than two years
- Wide range of configuration options available

Note : WPX3 lumen package and all the WPX configuration options are not included in the Contractor Select program. For more information, please visit [WPX LED](#).



Luminaire	CCT	Lumens	Input Watts	Photocell	Finish	Voltage	Catalog Number	CI Code	UPC	Pallet qty.	Replaces Up To
WPX0	SWW2 3000K/ 4000K/ 5000K	850 - 1,650	6.4-13W	Switchable On/Off	DARK BRONZE	120-277V	WPX0 LED ALO SWW2 MVOLT PE DDBXD M2	*276U4U	196182511806	280	70W Metal Halide
WPX1	4000K	2,900	24W	N/A	DARK BRONZE	120-277V	WPX1 LED P2.40K MVOLT DDBXD M4	*265SWK	193048870589	160	150W Metal Halide
WPX2	4000K	6,000	47W	N/A	DARK BRONZE	120-277V	WPX2 LED 40K MVOLT DDBXD M2	*265SX3	193048870756	120	250W Metal Halide
	5000K	6,000	47W	N/A	DARK BRONZE	120-277V	WPX2 LED 50K MVOLT DDBXD M2	*265SX6	193048870770	120	250W Metal Halide

More configurations are available. [Click here](#) or visit www.aucitybrands.com and search for [WPX LED](#).



Specifications

INTENDED USE:

The WPX LED wall packs are designed to provide a cost-effective, energy-efficient solution for the one-for-one replacement of existing HID wall packs. The WPX0, WPX1, WPX2 and WPX3 are ideal for replacing up to 70W, 150W, 250W, and 400W HID luminaires respectively. WPX luminaires deliver a uniform, wide distribution. WPX is rated for -40°C to 40°C.

CONSTRUCTION:

WPX feature a die-cast aluminum main body with optimal thermal management that both enhances LED efficacy and extends component life. The luminaires are IP66 rated, and sealed against moisture or environmental contaminants.

ELECTRICAL:

Light engine(s) configurations consist of high-efficacy LEDs with a min LED lumen maintenance of L86/100,000 hours. Color temperature (CCT) options of 3000K, 4000K and 5000K with minimum CRI of 70 (80 for WPX0). Electronic drivers ensure system power factor >90% and THD <20%. All luminaires have 6kV surge protection (Note: WPX1 LED P1 package and WPX0 comes with a standard surge protection rating of 2.5kV).

INSTALLATION:

WPX can be mounted directly over a standard electrical junction box. A port on the back surface allows poke-through conduit wiring on surfaces that don't have an electrical junction box. WPX1, WPX2 and WPX3 come with three 1/2 inch conduit ports on three sides that allow for surface conduit wiring. Wiring can be made in the integral wiring compartment in all cases. WPX is only recommended for installations with LEDs facing downwards. The WPX is intended for installation on flat wall surfaces. Other applications may void warranty

LISTINGS:

CSA Certified to meet U.S. and Canadian standards. Suitable for wet locations. IP66 Rated. DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check the DLC Qualified Products List at www.designlights.org/OPL to confirm which versions are qualified.

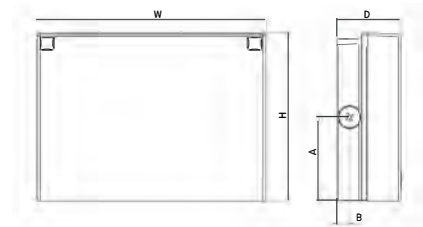
WARRANTY:

5-year limited warranty. This is the only warranty provided and no other statements in this specification sheet create any warranty of any kind. All other express and implied warranties are disclaimed. Complete warranty terms located at: www.acuitybrands.com/support/warranty/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25°C. Specifications subject to change without notice.

Dimensions

All dimensions are inches (centimeters) unless otherwise indicated.



Front View

Side View

Luminaire	Height (H)	Width (W)	Depth (D)	Side Conduit Location		Weight
				A	B	
WPX0	5.75" (14.6 cm)	5.5" (14.0 cm)	2" (5.1 cm)	N/A	N/A	2.5 lbs (1.1kg)
WPX1	8.1" (20.6 cm)	11.1" (28.3 cm)	3.2" (8.1 cm)	4.0" (10.3 cm)	0.6" (1.6 cm)	6.1 lbs (2.8kg)
WPX2	9.1" (23.1 cm)	12.3" (31.1 cm)	4.1" (10.5 cm)	4.5" (11.5 cm)	0.7" (1.7 cm)	8.2 lbs (3.7kg)
WPX3	9.5" (24.1 cm)	13.0" (33.0 cm)	5.5" (13.7 cm)	4.7" (12.0 cm)	0.7" (1.7 cm)	11.0 lbs (5.0kg)

PLAINFIELD RETAINING WALL PROJECT TREE PLANTING SCHEDULE			
VENDOR	SPRING GROVE NURSERY SUPPLIER PLANTING APEX LANDSCAPING		
QUANTITY	DIAMETER	SPECIES	PRICE PER TREE PLANTED - EASEMENT
1	2"	Autumn Serviceberry	\$ 401.25
2	2"	American Hornbeam "Fire King"	\$ 854.50
2	6'	Eastern Redbud	\$ 834.50
2	8'	Ivory Silk Lilac	\$ 934.50
2	2"	Chokeberry "Canada Red"	\$ 748.50
1	2"	Amur Maackia	\$ 401.25
2	2"	Pagoda Dogwood	\$ 824.50
1	2"	Golden Raindrops Crab	\$ 367.25
2	2"	Purple Catalpa	\$ 772.50
1	2"	Early Glow Buckeye	\$ 422.25
2	2"	Yellowwood	\$ 844.50
1	2"	Turkish Filbert	\$ 411.25
1	2"	Autumn Gold Ginko	\$ 476.25
20			\$ 8,293.00
SUBTOTAL			\$ 8,293.00
*10	7-foot high	Techny Arborviate	\$ 4,095.00
*10	5-foot high	Domingo White Pine	\$ 3,840.00
40	\$18.50	Mulch	\$ 740.00
20	\$9.25	Wire Basket Cut	\$ 185.00
Approx. 50 miles	\$2.70	Fuel Surcharge - Subject to Change	\$ 135.00
SUBTOTAL			\$ 8,995.00
TOTAL COST			\$ 17,288.00
* ALTERNATIVE TREE SPECIES			



Spring Grove Nursery, Inc.
 106 E. Spring Rd., Mazon, IL 60444
 P: 815-448-2097 E: bthomas@SpringGroveNursery.com
 www.SpringGroveNursery.com

4-1-26 Availability - Spring Pricing

Botanical Name	Common Name	Size	Price		Avail to Order SPRING	SGN Grower's Notes
Deciduous Trees B&B						
Acer ginnala 'Flame'	Amur Flame Maple	6'	\$205.00		19	Multi-Stem Specimen
Acer ginnala 'Ruby Slippers'	Ruby Slippers Amur Maple	6'	\$205.00		32	Multi-Stem Specimen
Acer ginnala 'Ruby Slippers'	Ruby Slippers Amur Maple	2"	\$228.00			* Fall 2026
Acer miyabei 'Morton'	State Street Maple	2"	\$239.00		120	
Acer miyabei 'Morton'	State Street Maple	2.5"	\$281.00		12	
Acer miyabei 'Morton'	State Street Maple	3"	\$334.00		21	
Acer palmatum 'Bloodgood'	Bloodgood Japanese Maple	6'	\$395.00		10	
Acer platanoides 'Deborah'	Deborah Norway Maple	2"	\$214.00		15	
Acer platanoides 'Deborah'	Deborah Norway Maple	2.5"	\$260.00		8	
Acer platanoides 'Pond'	Emerald Lustre Norway Maple	2"	\$214.00		8	
Acer platanoides 'Pond'	Emerald Lustre Norway Maple	2.5"	\$260.00		12	
Acer platanoides 'Pond'	Emerald Lustre Norway Maple	3"	\$295.00		5	
Acer rubrum 'Armstrong Gold'	Armstrong Gold Red Maple	2"	\$239.00		3	
Acer rubrum 'Frank Jr'	Redpointe Red Maple	2"	\$228.00		113	
Acer rubrum 'Frank Jr'	Redpointe Red Maple	2.5"	\$261.00		31	
Acer rubrum 'Frank Jr'	Redpointe Red Maple	3"	\$314.00		8	
Acer rubrum 'Sun Valley'	Sun Valley Red Maple	2"	\$228.00		76	
Acer rubrum 'Sun Valley'	Sun Valley Red Maple	2.5"	\$261.00		13	
Acer rubrum 'Sun Valley'	Sun Valley Red Maple	3"	\$314.00		7	
Acer saccharum 'Bailsta'	Fall Fiesta Sugar Maple	2"	\$239.00		34	
Acer saccharum 'Bailsta'	Fall Fiesta Sugar Maple	2.5"	\$281.00		1	
Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2"	\$239.00		11	
Acer saccharum 'Green Mountain'	Green Mountain Sugar Maple	2.5"	\$281.00		1	
Acer saccharum 'Morton'	Crescendo Sugar Maple	1.5"	\$235.00		2	
Acer saccharum 'Morton'	Crescendo Sugar Maple	2"	\$239.00		2	
Acer saccharum 'Morton'	Crescendo Sugar Maple	2.5"	\$281.00		1	
Acer tataricum 'GarAnn'	Hot Wings Maple	6'	\$205.00		19	Multi-Stem Specimen
Acer tataricum 'GarAnn'	Hot Wings Maple	2"	\$239.00			* Fall 2026
Acer truncatum x A. platanoides 'JFS-KW202'	Crimson Sunset Shantung Maple	2"	\$239.00		18	
Acer x freemanii 'Baliston'	Matador Maple	2"	\$225.00			* Fall 2026
Acer x freemanii 'Celzam'	Celebration Maple	2"	\$225.00			* Fall 2026
Acer x freemanii 'Celzam'	Celebration Maple	3"	\$304.00		3	
Acer x freemanii 'Celzam'	Celebration Maple	3.5"	\$345.00		11	
Acer x freemanii 'DTR-102'	Autumn Fantasy Maple	2"	\$225.00		10	
Acer x freemanii 'DTR-102'	Autumn Fantasy Maple	2.5"	\$260.00		14	
Acer x freemanii 'DTR-102'	Autumn Fantasy Maple	3"	\$304.00		1	
Acer x freemanii 'DTR-102'	Autumn Fantasy Maple	3.5"	\$345.00		4	

Botanical Name	Common Name	Size	Price		Avail to Order SPRING	SGN Grower's Notes
Deciduous Trees B&B						
Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	2"	\$225.00		132	
Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	2.5"	\$260.00		161	
Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	3"	\$304.00		27	
Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	3.5"	\$345.00		22	
Aesculus flava	Yellow Buckeye	2"	\$250.00			* Fall 2026
Aesculus glabra	Ohio Buckeye	2"	\$265.00			* 2027
Aesculus glabra 'JN Select'	Early Glow Ohio Buckeye	1.5"	\$255.00		15	
Aesculus glabra 'JN Select'	Early Glow Ohio Buckeye ✓	2"	\$250.00		9	
Aesculus x arnoldiana 'Autumn Splendor'	Autumn Splendor Horsechestnut	2"	\$250.00			* 2027
Aesculus x bushii 'Aaron #1'	Mystic Ruby Buckeye	2"	\$265.00			* 2027
Alnus x spaethii	Spaeth's Alder	2"	\$228.00		3	
Alnus x spaethii	Spaeth's Alder	2.5"	\$272.00		6	
Amelanchier laevis 'Lustre'	Lustre Allegheny Serviceberry	2"	\$229.00			* Fall 2026
Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	6'	\$205.00		129	
Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	8'	\$235.00		52	
Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry ✓	2"	\$229.00			* Fall 2026
Asimina triloba	Pawpaw	2"	\$255.00			* 2027
Betula nigra	River Birch	2"	\$195.00		6	
Betula nigra	River Birch	2.5"	\$229.00		10	
Betula nigra	River Birch	3"	\$261.00		17	
Betula nigra	River Birch	3.5"	\$285.00		3	
Betula nigra 'Cully'	Heritage River Birch	6'	\$155.00		81	
Betula nigra 'Cully'	Heritage River Birch	8'	\$175.00		40	
Betula nigra 'Cully'	Heritage River Birch	10'	\$205.00		50	
Betula nigra 'Cully'	Heritage River Birch	12'	\$225.00		41	
Betula nigra 'Cully'	Heritage River Birch	14'	\$245.00		22	
Betula platyphylla 'Fargo'	Dakota Pinnacle Birch	2"	\$205.00		21	
Betula platyphylla 'Fargo'	Dakota Pinnacle Birch	2.5"	\$241.00		4	
Betula platyphylla 'Jefpark'	Parkland Pillar Birch	2"	\$205.00		4	
Betula populifolia 'Whitespire'	Whitespire Birch	6'	\$155.00		63	
Betula populifolia 'Whitespire'	Whitespire Birch	8'	\$175.00		28	
Betula populifolia 'Whitespire'	Whitespire Birch	10'	\$205.00		9	
Betula populifolia 'Whitespire'	Whitespire Birch	12'	\$225.00		6	
Carpinus betulus 'Fastigiata'	Pyramidal European Hornbeam	2"	\$239.00		3	
Carpinus betulus 'JFS-KW1CB'	Emerald Avenue Hornbeam	2"	\$239.00			* 2027
Carpinus betulus 'Lucas'	Lucas European Hornbeam	2"	\$239.00			* 2027
Carpinus betulus 'Rockhampton Red'	Rockhampton Red European Hornbeam	2"	\$239.00			* 2027
Carpinus caroliniana	American Hornbeam	2"	\$239.00		9	
Carpinus caroliniana	American Hornbeam	2.5"	\$281.00			* 2027
Carpinus caroliniana 'JN Select A'	Fire King American Hornbeam ✓	2"	\$255.00			* 2027
Carpinus caroliniana 'JN Strain'	JN Strain American Hornbeam	1.5"	\$245.00		8	
Carpinus caroliniana 'JN Strain'	JN Strain American Hornbeam	2"	\$239.00			* 2027
Carpinus caroliniana 'JN Upright'	Firespire American Hornbeam	2"	\$239.00			* 2027

Botanical Name	Common Name	Size	Price		Avail to Order SPRING	SGN Grower's Notes
Deciduous Trees B&B						
<i>Carya illinoensis</i>	Hardy Pecan	1.5"	\$255.00		1	
<i>Carya illinoensis</i>	Hardy Pecan	2"	\$265.00			* 2027
<i>Carya ovata</i>	Shagbark Hickory	2"	\$265.00			* 2027
<i>Catalpa speciosa</i>	Northern Catalpa	2"	\$214.00		4	
<i>Catalpa speciosa</i>	Northern Catalpa	2.5"	\$249.00		4	
<i>Catalpa speciosa</i>	Northern Catalpa	3"	\$283.00		6	
<i>Catalpa speciosa</i>	Northern Catalpa	3.5"	\$315.00		6	
<i>Catalpa speciosa</i> 'Hiawatha 2'	Heartland Northern Catalpa	2"	\$214.00		11	
<i>Catalpa speciosa</i> 'Hiawatha 2'	Heartland Northern Catalpa	2.5"	\$249.00		10	
<i>Catalpa speciosa</i> 'Hiawatha 2'	Heartland Northern Catalpa	3"	\$283.00		15	
<i>Catalpa speciosa</i> 'Hiawatha 2'	Heartland Northern Catalpa	3.5"	\$315.00		5	
<i>Catalpa x erubescens</i> 'Purpurea'	Purple Catalpa ✓	2"	\$214.00		63	
<i>Catalpa x erubescens</i> 'Purpurea'	Purple Catalpa	2.5"	\$249.00			
<i>Catalpa x erubescens</i> 'Purpurea'	Purple Catalpa	3"	\$283.00		3	
<i>Celtis occidentalis</i>	Common Hackberry	2"	\$228.00		6	
<i>Celtis occidentalis</i>	Common Hackberry	2.5"	\$272.00			* Fall 2026
<i>Celtis occidentalis</i>	Common Hackberry	3"	\$314.00			* Fall 2026
<i>Cercis canadensis</i>	Eastern Redbud ✓	6'	\$245.00		55	
<i>Cercis canadensis</i>	Eastern Redbud	8'	\$285.00		15	
<i>Cercis canadensis</i>	Eastern Redbud	2"	\$239.00			* 2027
<i>Cercis canadensis</i>	Eastern Redbud	2.5"	\$281.00			* 2027
<i>Cercis canadensis</i> 'Midnight Express'	Midnight Express Eastern Redbud	2"	\$235.00			* 2027
<i>Cercis canadensis</i> 'Northern Lites'	Northern Lites Eastern Redbud	2"	\$235.00			* 2027
<i>Cercis canadensis</i> 'Ruby Falls'	Ruby Falls Eastern Redbud	2"	\$235.00		2	
<i>Cladrastis kentukea</i>	Yellowwood	2"	\$250.00		16	
<i>Cornus alternifolia</i>	Pagoda Dogwood	6'	\$185.00			* 2027
<i>Cornus alternifolia</i>	Pagoda Dogwood ✓	2"	\$240.00			* 2027
<i>Cornus mas</i> 'Golden Glory'	Golden Glory Corneliancherry Dogwood	2"	\$240.00			* 2027
<i>Corylus cornuta</i>	Turkish Filbert	2"	\$239.00			* 2027
<i>Crataegus crusgalli</i> v. <i>inermis</i>	Thornless Cockspur Hawthorn	6'	\$165.00			* 2027
<i>Crataegus crusgalli</i> v. <i>inermis</i>	Thornless Cockspur Hawthorn	2"	\$207.00			* 2027
<i>Crataegus virdis</i> 'Winter King'	Winter King Hawthorn	2"	\$207.00		1	
<i>Fagus grandiflora</i>	American Beech	2"	\$245.00		1	
<i>Fagus sylvatica</i> 'Rosemarginata'	Tricolor Beech	1.5"	\$295.00		9	5-6' specimen
<i>Ginkgo biloba</i> 'Autumn Gold'	Autumn Gold Ginkgo	2"	\$304.00			* 2027
<i>Gleditsia triacanthos</i> 'JFS GMorgenson1'	Northern Sentinel Honeylocust	2"	\$228.00		19	
<i>Gleditsia triacanthos</i> 'JFS GMorgenson1'	Northern Sentinel Honeylocust	2.5"	\$272.00		5	
<i>Gleditsia triacanthos</i> 'Skycole'	Skyline Honeylocust	1.5"	\$215.00		4	
<i>Gleditsia triacanthos</i> 'Skycole'	Skyline Honeylocust	2"	\$228.00		81	
<i>Gleditsia triacanthos</i> 'Skycole'	Skyline Honeylocust	2.5"	\$272.00		17	
<i>Gleditsia triacanthos</i> 'Street Keeper'	Street Keeper Honeylocust	2"	\$228.00		10	
<i>Gleditsia triacanthos</i> 'Street Keeper'	Street Keeper Honeylocust	2.5"	\$272.00			* Fall 2026
<i>Gymnocladus dioica</i>	Kentucky Coffee Tree	1.5"	\$225.00		21	

Botanical Name	Common Name	Size	Price		Avail to Order SPRING	SGN Grower's Notes
Deciduous Trees B&B						
Gymnocladus dioicus	Kentucky Coffee Tree	2"	\$242.00		14	
Gymnocladus dioicus	Kentucky Coffee Tree	2.5"	\$286.00		3	
Gymnocladus dioicus 'Espresso-JFS'	Espresso Kentucky Coffee Tree	1.5"	\$225.00		11	
Gymnocladus dioicus 'Espresso-JFS'	Espresso Kentucky Coffee Tree	2"	\$242.00		4	
Gymnocladus dioicus 'Morton	Skinny Latte Kentucky Coffeetree	2"	\$242.00			* 2027
Gymnocladus dioicus 'UMN-Synergy'	True North Kentucky Coffeetree	1.5"	\$225.00		7	
Gymnocladus dioicus 'UMN-Synergy'	True North Kentucky Coffeetree	2"	\$242.00			* 2027
Hydrangea paniculata 'Limelight'	Limelight Hydrangea	1.5"	\$185.00		20	
Liquidambar styraciflua 'Moraine'	Moraine Sweetgum	1.5"	\$225.00		13	
Liquidambar styraciflua 'Moraine'	Moraine Sweetgum	2"	\$250.00		4	
Liquidambar styraciflua 'Worplesdon'	Worplesdon Sweetgum	1.5"	\$225.00		6	
Liquidambar styraciflua 'Worplesdon'	Worplesdon Sweetgum	2"	\$250.00		7	
Liquidambar styraciflua 'Worplesdon'	Worplesdon Sweetgum	2.5"	\$290.00		4	
Liquidambar styraciflua 'Worplesdon'	Worplesdon Sweetgum	3"	\$333.00		11	
Liriodendron tulipifera	Tulip Tree	2"	\$250.00		7	
Liriodendron tulipifera	Tulip Tree	2.5"	\$290.00			* 2027
Liriodendron tulipifera 'JFS-Oz'	Emerald City Tulip Tree	2"	\$250.00			* 2027
Maackia amurensis	Amur Maackia	1.5"	\$215.00		5	
Maackia amurensis	Amur Maackia ✓	2"	\$229.00			* 2027
Maclura pomifera 'White Shield'	White Shield Osage Orange	1.5"	\$215.00		1	
Maclura pomifera 'White Shield'	White Shield Osage Orange	2"	\$229.00			* Fall 2026
Magnolia acuminata 'Butterflies'	Butterflies Magnolia	2"	\$229.00			* 2027
Magnolia virginiana 'Jim Wilson'	Moonglow Sweetbay Magnolia	1.5"	\$255.00		4	
Magnolia x lilliflora x stellata 'Jane'	Jane Magnolia	6'	\$265.00		5	
Magnolia x loebneri 'Merrill'	Dr. Merrill Magnolia	6'	\$265.00		4	
Malus 'JFS-KW139MX'	Ruby Dayze Crabapple	2"	\$195.00		3	
Malus 'JFS-KW213MX'	Raspberry Spear Crabapple	2"	\$195.00			* Fall 2026
Malus 'JFS-KW5'	Royal Raindrops Crabapple	6'	\$175.00		47	
Malus 'JFS-KW5'	Royal Raindrops Crabapple	8'	\$205.00		28	
Malus 'JFS-KW5'	Royal Raindrops Crabapple	2"	\$195.00		22	
Malus 'Jewelcole'	Red Jewel Crabapple	4'	\$155.00		4	
Malus 'Jewelcole'	Red Jewel Crabapple	6'	\$175.00		26	
Malus 'Jewelcole'	Red Jewel Crabapple	8'	\$205.00		34	
Malus 'Jewelcole'	Red Jewel Crabapple	2"	\$195.00		31	
Malus 'Jewelcole'	Red Jewel Crabapple	2.5"	\$235.00			* Fall 2026
Malus 'Profusion'	Profusion Crabapple	2"	\$195.00		12	
Malus 'Profusion'	Profusion Crabapple	2.5"	\$235.00		4	
Malus 'Schmidcutleaf'	Golden Raindrops Crabapple ✓	2"	\$195.00		36	
Malus 'Schmidcutleaf'	Golden Raindrops Crabapple	2.5"	\$235.00		7	
Malus 'Shotizam'	Show Time Crabapple	2"	\$195.00		11	
Malus 'Spring Snow'	Spring Snow Crabapple	2"	\$195.00		45	
Malus 'Spring Snow'	Spring Snow Crabapple	2.5"	\$235.00			* Fall 2026
Malus sargentii 'Select A'	Firebird Crabapple	2"	\$195.00		33	
Malus sargentii 'Select A'	Firebird Crabapple	2.5"	\$235.00		6	

Botanical Name	Common Name	Size	Price		Avail to Order SPRING	SGN Grower's Notes
Deciduous Trees B&B						
Malus sargentii 'Tina'	Sargent Tina Crabapple	2"	\$195.00		6	
Malus x 'Jeflite'	Starlite Crabapple	2"	\$195.00		7	
Malus x 'Jeflite'	Starlite Crabapple	2.5"	\$235.00			* Fall 2026
Malus x adstringens 'Durleo'	Gladiator Crabapple	2"	\$195.00			* Fall 2026
Malus x adstringens 'Durleo'	Gladiator Crabapple	2.5"	\$235.00			* Fall 2026
Metasequoia glyptostroboides	Dawn Redwood	2"	\$224.00		13	
Metasequoia glyptostroboides	Dawn Redwood	2.5"	\$257.00		4	
Metasequoia glyptostroboides	Dawn Redwood	3"	\$300.00		2	
Nyssa sylvatica 'David Odom'	Afterburner Black Tupelo	2"	\$265.00			* 2027
Nyssa sylvatica 'MON2'	Majestic Black Tupelo	2"	\$265.00			* 2027
Ostrya virginiana	American Hophornbeam	2"	\$239.00			* 2027
Ostrya virginiana 'JFS-KW5'	Autumn Treasure Hophornbeam	2"	\$239.00		9	
Platanus x acerifolia 'Morton Circle'	Exclamation! London Planetree	2"	\$217.00			* 2027
Platanus x acerifolia 'Morton Circle'	Exclamation! London Planetree	2.5"	\$260.00		1	
Platanus x acerifolia 'Morton Naper'	Monumental London Planetree	2"	\$205.00		1	
Platanus x acerifolia 'Morton Naper'	Monumental London Planetree	2.5"	\$255.00			* 2027
Populus tremuloides 'NE-Arb'	Prairie Gold Aspen	2"	\$217.00			* 2027
Prunus incisa 'Little Twist'	Little Twist Cherry	2"	\$195.00		6	
Prunus incisa 'Little Twist'	Little Twist Cherry	2.5"	\$225.00		9	
Prunus sargentii 'JFS-KW58'	Pink Flair Cherry	2"	\$213.00			* Fall 2026
Prunus virginiana 'Canada Red'	Canada Red Chokecherry ✓	2"	\$202.00		15	
Quercus 'KB Crystal'	K.B. Crystal Oak	1.5"	\$235.00		1	
Quercus 'KB Crystal'	K.B. Crystal Oak	2"	\$261.00		3	
Quercus alba	White Oak	1.5"	\$235.00		24	
Quercus alba	White Oak	2"	\$261.00		6	
Quercus alba	White Oak	2.5"	\$300.00		4	
Quercus bicolor	Swamp White Oak	1.5"	\$235.00		5	
Quercus bicolor	Swamp White Oak	2"	\$250.00		104	
Quercus bicolor	Swamp White Oak	2.5"	\$300.00		3	
Quercus bicolor	Swamp White Oak	3"	\$346.00		1	
Quercus bicolor 'Bonnie and Mike'	Beacon Oak	2"	\$261.00		6	
Quercus bicolor 'Bonnie and Mike'	Beacon Oak	2.5"	\$300.00		14	
Quercus bicolor 'JFS-KW12'	American Dream Oak	1.5"	\$235.00		23	
Quercus bicolor 'JFS-KW12'	American Dream Oak	2"	\$261.00		1	
Quercus imbricaria	Shingle Oak	2"	\$250.00		30	
Quercus imbricaria	Shingle Oak	2.5"	\$300.00		10	
Quercus imbricaria	Shingle Oak	3"	\$346.00		5	
Quercus macrocarpa	Bur Oak	1.5"	\$235.00		18	
Quercus macrocarpa	Bur Oak	2"	\$261.00		96	
Quercus macrocarpa	Bur Oak	2.5"	\$300.00		13	
Quercus macrocarpa	Bur Oak	3"	\$346.00		16	
Quercus macrocarpa	Bur Oak	3.5"	\$375.00		5	
Quercus macrocarpa 'JFS-KW14'	Cobblestone Oak	2"	\$261.00		1	
Quercus macrocarpa 'JFS-KW14'	Cobblestone Oak	2.5"	\$300.00		2	

Botanical Name	Common Name	Size	Price		Avail to Order SPRING	SGN Grower's Notes
Deciduous Trees B&B						
Quercus macrocarpa 'JFS-KW3'	Urban Pinnacle Oak	2"	\$261.00			* 2027
Quercus muehlenbergii	Chinkapin Oak	1.5"	\$235.00		1	
Quercus muehlenbergii	Chinkapin Oak	2"	\$261.00		11	
Quercus muehlenbergii	Chinkapin Oak	2.5"	\$300.00		5	
Quercus robur x Q. alba 'Crimschmidt'	Crimson Spire Oak	1.5"	\$235.00		5	
Quercus robur x Q. alba 'Crimschmidt'	Crimson Spire Oak	2"	\$250.00		10	
Quercus robur x Q. alba 'Crimschmidt'	Crimson Spire Oak	2.5"	\$300.00		3	
Quercus robur x Q. alba 'JFS-KW1QX'	Streetspire Oak	1.5"	\$235.00		2	
Quercus robur x Q. alba 'JFS-KW1QX'	Streetspire Oak	2"	\$250.00		4	
Quercus robur x Q. bicolor 'Long'	Regal Prince Oak	2"	\$250.00		74	
Quercus robur x Q. bicolor 'Long'	Regal Prince Oak	2.5"	\$300.00		15	
Quercus robur x Q. bicolor 'Nadler'	Kindred Spirit Oak	1.5"	\$235.00		1	
Quercus robur x Q. bicolor 'Nadler'	Kindred Spirit Oak	2"	\$250.00		28	
Quercus rubra	Red Oak	1.5"	\$235.00		26	
Quercus rubra	Red Oak	2"	\$250.00		30	
Quercus rubra	Red Oak	2.5"	\$300.00			* 2027
Quercus x 'Scarlet Letter'	Scarlett Letter Oak	2"	\$250.00		8	
Quercus x 'Scarlet Letter'	Scarlett Letter Oak	2.5"	\$300.00		3	
Quercus x 'Scarlet Letter'	Scarlett Letter Oak	3"	\$346.00		1	
Quercus x macdaniellii 'Clemons'	Heritage Oak	2"	\$250.00		4	
Salix alba 'Tristis'	Weeping Willow	2"	\$185.00		22	
Sassafras albidum	Sassafrass	2"	\$245.00			* 2027
Syringa meyeri 'Palibin'	Dwarf Korean Lilac	1.5"	\$225.00		6	
Syringa meyeri 'Palibin'	Dwarf Korean Lilac	2"	\$239.00			* Fall 2026
Syringa pekinensis 'WFH2'	Great Wall Japanese Tree Lilac	2"	\$239.00			* 2027
Syringa pekinensis 'Zhang Zhiming'	Beijing Gold Tree Lilac	2"	\$235.00			* 2027
Syringa reticulata 'Bailnce'	Snowdance Lilac	2"	\$239.00			* 2027
Syringa reticulata 'Ivory Silk'	Ivory Silk Tree Lilac	6'	\$195.00		35	
Syringa reticulata 'Ivory Silk'	Ivory Silk Tree Lilac ✓	8'	\$235.00		12	
Syringa reticulata 'Ivory Silk'	Ivory Silk Tree Lilac	2"	\$239.00		10	
Taxodium distichum	Bald Cypress	2"	\$217.00		54	
Taxodium distichum	Bald Cypress	2.5"	\$257.00		27	
Taxodium distichum	Bald Cypress	3"	\$300.00			* 2027
Taxodium distichum 'JFS-SGPN'	Green Whisper Bald Cypress	2"	\$217.00		7	
Taxodium distichum 'Mickelson'	Shawnee Brave Bald Cypress	2"	\$217.00		4	
Tilia americana 'McKSentry'	American Sentry Linden	1.5"	\$215.00		1	
Tilia americana 'McKSentry'	American Sentry Linden	2"	\$229.00		4	
Tilia americana 'Redmond'	Redmond American Linden	1.5"	\$215.00		3	
Tilia americana 'Redmond'	Redmond American Linden	2"	\$229.00		3	
Tilia americana 'Redmond'	Redmond American Linden	2.5"	\$272.00		2	
Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2"	\$229.00		34	
Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	2.5"	\$272.00		22	
Tilia cordata 'Greenspire'	Greenspire Littleleaf Linden	3"	\$314.00		4	
Tilia tomentosa 'Green Mountain'	Green Mountain Silver Linden	1.5"	\$215.00		4	

Botanical Name	Common Name	Size	Price		Avail to Order SPRING	SGN Grower's Notes
Deciduous Trees B&B						
Tilia tomentosa 'Green Mountain'	Green Mountain Silver Linden	2"	\$229.00		9	
Ulmus americana 'Jefferson'	Jefferson Elm	2"	\$229.00		14	
Ulmus americana 'Jefferson'	Jefferson Elm	2.5"	\$272.00		1	
Ulmus americana 'Princeton'	Princeton Elm	2"	\$229.00		34	
Ulmus carpinifolia x U. parviflora 'Frontier'	Frontier Elm	2"	\$225.00		3	
Ulmus japonica x pumila 'New Horizon'	New Horizon Elm	2"	\$229.00		13	
Ulmus japonica x pumila 'New Horizon'	New Horizon Elm	2.5"	\$272.00		17	
Ulmus japonica x pumila 'New Horizon'	New Horizon Elm	3"	\$314.00			* Fall 2026
Ulmus japonica x wilsoniana 'Morton'	Accolade Elm	1.5"	\$215.00		4	
Ulmus japonica x wilsoniana 'Morton'	Accolade Elm	2"	\$229.00		4	
Ulmus japonica x wilsoniana 'Morton'	Accolade Elm	2.5"	\$272.00		1	
Ulmus japonica x wilsoniana x pumila 'Morton Glossy'	Triumph Elm	2"	\$229.00		49	
Ulmus japonica x wilsoniana x pumila 'Morton Glossy'	Triumph Elm	2.5"	\$272.00			* Fall 2026
Zelkova serrata 'Musashino'	Musashino Japanese Zelkova	2"	\$224.00		6	
Evergreen Trees B&B						
Picea abies	Norway Spruce	5'	\$205.00			* Fall 2026
Picea abies	Norway Spruce	6'	\$245.00		8	
Pinus strobus	White Pine	5'	\$195.00		34	
Pinus strobus	White Pine	6'	\$235.00			
Pinus strobus	White Pine	7'	\$275.00		8	
Pinus x 'Domingo'	Domingo White Pine	5'	\$245.00		31	
Thuja occidentalis 'Brabant'	Brabant Arborvitae	7'	\$225.00		10	
Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	6'	\$185.00		25	
Thuja occidentalis 'Smaragd'	Emerald Green Arborvitae	7'	\$225.00		3	
Thuja occidentalis 'Techny'	Techny Arborvitae	5'	\$145.00		49	
Thuja occidentalis 'Techny'	Techny Arborvitae	6'	\$185.00		8	
Thuja standishii x plicata 'Green Giant'	Green Giant Arborvitae	5'	\$145.00		18	
Thuja standishii x plicata 'Green Giant'	Green Giant Arborvitae	6'	\$185.00			* Fall 2026
SGN Canopy Collection						
Acer x freemanii 'Jeffersred'	Autumn Blaze Maple	#7	\$175.00		15	8-10' tall potted
Amelanchier laevis 'Cumulus'	Cumulus Allegheny Serviceberry	#7	\$175.00		20	6-8' single potted
Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	#5	\$0.00		24	4-5' multi potted
Amelanchier x grandiflora 'Autumn Brilliance'	Autumn Brilliance Serviceberry	#7	\$175.00		40	4-5' multi potted
Asimina triloba	Pawpaw	#5	\$125.00		22	4-6' tall potted
Carya illinoensis	Hardy Pecan	#5	\$125.00		25	4-6' tall potted
Cercis canadensis	Eastern Redbud	#7	\$175.00		19	4-5' multi potted
Diospyros virginiana	Persimmon	#3	\$125.00		25	4-6' tall potted
FRUIT Granny Smith Apple	Granny Smith Apple	#7	\$175.00		13	6-8' tall potted
FRUIT Honeycrisp Apple	Honeycrisp Apple	#7	\$175.00		11	6-8' tall potted
FRUIT Honeycrisp Apple	Honeycrisp Apple	Bare Root	\$85.00		20	Bare Root
FRUIT Montmorency Tart Cherry	Montmorency Tart Cherry	#7	\$175.00		9	6-8' tall potted

Botanical Name	Common Name	Size	Price		Avail to Order SPRING	SGN Grower's Notes
SGN Canopy Collection						
FRUIT North Star Cherry	North Star Cherry	Bare Root	\$85.00		20	Bare Root
FRUIT Rainier Sweet Cherry	Rainier Sweet Cherry	Bare Root	\$85.00		15	Bare Root
FRUIT Red Haven Peach	Red Haven Peach	Bare Root	\$85.00		19	Bare Root
FRUIT State Fair Apple	State Fair Apple	Bare Root	\$85.00		20	Bare Root
Liriodendron tulipifera	Tulip Tree	#7	\$175.00		10	8-10' tall potted
Malus 'JFS-KW5'	Royal Raindrops Crabapple	#5	\$125.00		3	6-8' tall potted
Picea abies	Norway Spruce	#5	\$0.00		50	18-24" potted
Picea glauca 'Densata'	Black Hills Spruce	#5	\$0.00		150	18-24" potted
Platanus occidentalis	American Sycamore	#5	\$125.00		10	4-6' tall potted
Populus tremuloides 'NE-Arb'	Prairie Gold Aspen	#5	\$125.00		15	4-5' multi potted
Quercus alba	White Oak	#5	\$125.00		10	4-6' tall potted
Quercus macrocarpa	Bur Oak	#5	\$125.00		10	4-6' tall potted
Quercus robur x Q. alba 'JFS-KW1QX'	Streetspire Oak	#7	\$175.00		15	8-10' tall potted
Quercus rubra	Red Oak	#5	\$125.00		10	4-6' tall potted
Quercus x macdanielli 'Clemons'	Heritage Oak	#7	\$175.00		20	8-10' tall potted
Sassafras albidum	Sassafrass	#5	\$125.00		6	4-6' tall potted
Taxodium distichum	Bald Cypress	#7	\$175.00		20	6-8' tall potted

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

Revised 8/16/25

	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"	24-27.6"	28-31.6"	32-37.6"	38-41.6"	42-47.6"	48-53.6"
2026	103.00	132.00	141.00	162.00	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
2030	130.00	170.00	176.00	230.00	278.00	325.00	375.00
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:							
	48.00	51.50	55.60	64.25	71	100.4	125.25
Delivery from Spring 2030 thru Fall 2030 from Wilson, Klehm & Fiore Nurseries:							
	31.25	33.25	37.50	49.25	56.50	88.50	105.00
Delivery for Spring 2030 thru Fall 2030 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	34.50	40.50	45.00	56.50	61.00	97.00	117.00
Delivery for Spring 2030 thru Fall 2030 from Possibility Place Nursery & Spring Grove Nursery:							
	48.00	53.50	58.00	66.50	74.00	104.50	130.25
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
Mulch Spring 2030 thru Fall 2030							
	22.50	23.00	24.65	25.90	27.10	28.70	30.00

Extra Services 2026 Season:

	1 gal	3 gal/18"	5 gal/24"	7 gal/36"
Shrub Installation	10.00	21.30	30.25	44.20
Shrub Mulching	3.50	7.10	8.50	13.00
Delivery - assumes with trees being delivered at the same time. Shrub only plantings will carry a minimum delivery charge:				
Wilson's	3.50	7.10	8.50	13.00
Hinsdale, Doty, Goodmark	4.00	8.10	9.70	14.80
Spring Grove	5.20	10.50	12.60	19.25

Gator Bag Brand Water Bags	40.50
Generic Water Bags	31.20
Tree Diaper	71.75

Price does not include pre-charging of the bag. Pre-charging requires a temporary water pool and space available to charge plus an additional \$9.00 handling fee.

Fold Cage (if not low profile), Cut Twins, 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 \$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	1.45	2.70	3.95	5.20

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

Revised 8/16/25	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"	32-37.6"	38-41.6"	42-47.5"	48-53.5"
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
2030	130.00	170.00	176.00	230.00	278.00	325.00	375.00
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:							
	25.00	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	49.67	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	100.4	125.25
Delivery from Spring 2030 thru Fall 2030 from Wilson, Klehm & Fiore Nurseries:							
	31.25	33.25	37.50	49.25	56.50	88.50	105.00
Delivery for Spring 2030 thru Fall 2030 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:							
	34.50	40.50	45.00	56.50	61.00	97.00	117.00
Delivery for Spring 2030 thru Fall 2030 from Possibility Place Nursery & Spring Grove Nursery:							
	48.00	53.50	58.00	66.50	74.00	104.50	130.25
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
Mulch Spring 2030 thru Fall 2030							
	22.50	23.00	24.65	25.90	27.10	28.70	30.00

Extra Services 2026 Season:

	1 gal	3 gal/18"	5 gal/24"	7 gal/36"
Shrub Installation	10.00	21.30	30.25	44.20
Shrub Mulching	3.50	7.10	8.50	13.00
Delivery - assumes with trees being delivered at the same time. Shrub only plantings will carry a minimum delivery charge:				
Wilson's	3.50	7.10	8.50	13.00
Hinsdale, Doty, Goodmark	4.00	8.10	9.70	14.80
Spring Grove	5.20	10.50	12.60	19.25

Gator Bag Brand Water Bags	40.50
Generic Water Bags	31.20
Tree Diaper	71.75

Price does not include pre-charging of the bag. Pre-charging requires a temporary water pool and space available to charge plus an additional \$9.00 handling fee.

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 \$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	1.45	2.70	3.95	5.20

Apex (Pugsley & LaHale.) Prevailing Wage Prices for the Suburban Tree Consortium
 Revised 8-15-25

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"
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
2030	266.00	310.00	384.00	455.00	580.00
Delivery from Spring 2026 thru Fall 2026 from Wilson, Klehm & Fiore Nurseries:					
	29.50	38.00	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	74.10	80.00	95.90
Delivery from Spring 2030 thru Fall 2030 from Wilson, Klehm & Fiore Nurseries:					
	43.60	53.10	57.85	67.50	85.15
Delivery from Spring 2030 thru Fall 2030 from Hinsdale, Breezy Hill, Doty, Goodmark & McHenry County Nurseries:					
	51.80	56.60	69.30	80.45	98.15
Delivery from Spring 2030 thru Fall 2030 from Possibility Place Nursery & Spring Grove Nursery:					
	66.00	72.25	78.50	84.75	101.60
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	29.89	30.88	33.26	38.01
Mulch Spring 2029 thru Fall 2029					
	31.00	32.00	34.00	36.00	40.00
Mulch Spring 2030 thru Fall 2030					
	32.80	33.90	36.00	38.15	42.40

Extra Services 2026 Season:

	1 gal	3 gal/18"	5 gal/24"	7 gal/36"
Shrub Installation	20.00	42.60	60.50	88.40
Shrub Mulching	7.00	14.20	17.00	26.00
Delivery - assumes with trees being delivered at the same time. Shrub only plantings will carry a minimum delivery charge:				
Wilson's	7.00	14.20	17.00	26.00
Hinsdale, Doty, Goodmark	8.00	16.20	19.40	29.60
Spring Grove	10.40	21.00	25.20	38.50

Gator Bag Brand Water Bags

Generic Water Bags	61.00
Tree Diaper	62.40
	143.50

Price does not include pre-charging of the bag. Pre-charging requires a temporary water pool and space available to charge plus an additional \$9.00 handling fee.

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

	1.5"-3"	3.5"-4.5"
Per Tree Cost	17.50	22.00
Cut Basket/Remove (in addition to above cost)		
	1.5"-3"	3.5"-4.5"
Per Tree Cost	18.50	20.60

* 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	1.45	2.70	3.95	5.20

VENDOR SUBURBAN CONCRETE

DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL
SIDEWALK-PCC-SIDEWALK IN PLACE	100	SQUARE FOOT	\$ 9.50	\$ 950.00
ADA SIDEWALK	75	SQUARE FOOT	\$ 28.50	\$ 2,137.50
TOTAL SIDEWALK COST:				\$ 3,087.50
DESCRIPTION	QUANTITY	UNIT	ESTIMATED UNIT COST	TOTAL COST STREET DEPT & CAPITAL
CURB & GUTTER REMOVAL & REPLACEMENT	225	LINEAL FOOT	\$ 33.00	\$ 7,425.00
TOTAL CURB AND GUTTER COST:				\$ 7,425.00
TOTAL PROPOSED EXPENDITURE				\$ 10,512.50

memorandum

February 18, 2026

TO: Dan Gombac

FROM: Daniel L. Lynch, PE, CFM

SUBJECT: Linden Ave. at Plainfield Rd.
(CBBEL Project No. 950323.H0280)

This memo has been prepared to summarize the improvements proposed for the intersection of Linden Avenue at Plainfield Road. Currently, the curb radii onto Linden Avenue are very tight, causing vehicles to make the turn from Plainfield Road very slowly. This has the potential to increase the risk of rear-end collisions. We have evaluated the potential to increase the curb radii and the most feasible without substantial reconstruction (e.g. moving storm sewers, etc.) is a new radius of 35 feet. This would leave in place the existing Plainfield Road curb inlet west of Linden Avenue. To construct the project, the following will be necessary:

1. Mill 3" existing pavement of Linden Avenue and a portion of the southern-most lane of Plainfield Road. We suggest that Linden be milled to at least mid-block to Gail Avenue for a clean transition.
2. Remove existing curb and gutter on both sides of Linden and into Plainfield Road sufficient to achieve the 35 foot radius on each side.
3. Remove a sufficient length of Plainfield Road sidewalk on each approach to Linden to accommodate the widening.
4. Strip topsoil and vegetation in area of widening to adequate subbase material. This may include undercut of any soft subsoils.
5. Build up subbase with adequate fill material to subgrade elevation. This may include clay or 3" stone. If using stone, consideration should be given to a geotextile fabric to separate the stone from the subbase.
6. Install new B6.18 Curb and Gutter and pavement in accordance with Du Page County Division of Transportation standards. Their standard cross section and General Notes follow the text of this memo.
7. Replace sidewalk approaches with ADA curb ramps meeting current IDOT standards.
8. Resurface the balance of Linden to Gail and restore parkways for complete project.
9. Restripe crosswalk, Stop bar, and install new Stop sign and any other signage displaced by the project.

Please note that this memo is based on concept level widening exhibit and no survey or detailed design has been completed. We would suggest verifying the presence of any underground utilities which may be impacted prior to proceeding.

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

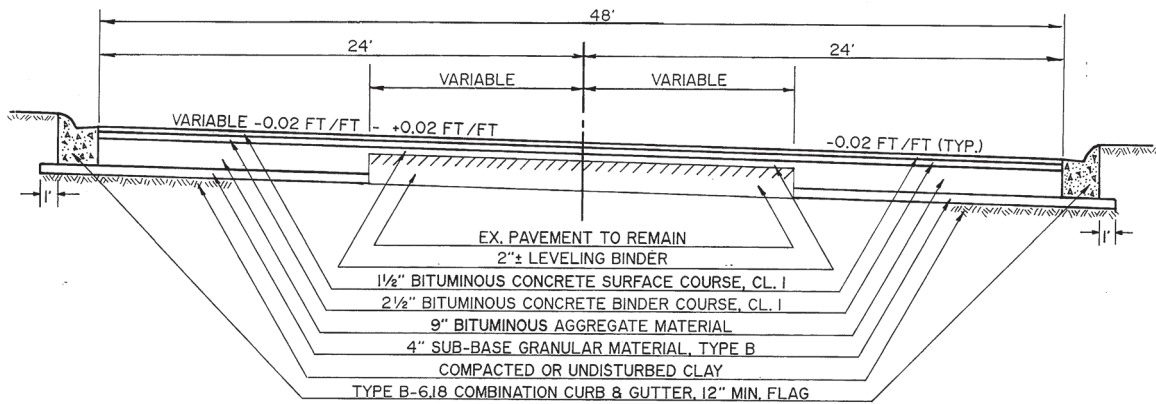


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

memorandum

STA. 161+35 - 187+00



STA. 123+90 - 130+90

Du Page DOT Standard Cross Section



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

memorandum

03/15/2021

DuPage County Division of Transportation General Notes and Specifications

1. All construction within the County's right-of-way shall be performed according to IDOT'S "Standard Specifications for Road and Bridge Construction" (Latest Edition) and the "Supplemental Specifications and Recurring Special Provisions" (Latest Edition).
2. Daily lane closures are permitted between 9:00 a.m. and 4:00 p.m. ONLY. Traffic control shall conform to IDOT's Highway Standards and the FHWA's 'Manual for Uniform Traffic Control Devices' and IDOT's Supplement at all times during construction. Traffic control shall include use of advance warning lane closure signage, an arrow board and Type I barricades with sandbags.
3. Lane closures are not permitted on County roadways during snowfall or within 2 hours prior to predicted snowfall or precipitation conditions between November 15 and April 15 for maintenance of the roadway pavement by County Highway Maintenance Department staff and equipment.
4. Disturbed areas of the right-of-way shall be dressed with a minimum of 6" topsoil and Class 2A salt tolerant seed (with erosion control blanket) or sod (salt tolerant and staked in place).
5. Erosion control measures shall comply with the minimum requirements of the DuPage County Stormwater and Floodplain Ordinance specifications at all times.
6. Equipment and materials shall not be stored within the County's right-of-way at any time without the express written permission of the County Engineer, or his duly authorized assign.
7. Pavement, curb/gutter and storm structures within the County's right-of-way shall be maintained free of mud/debris at all times and shall be cleaned as is required and/or as directed by DuPage County.
8. Contact DuPage County (630/407-6900) a minimum of 48 hours prior to the start of construction to arrange for inspections of and at the completion of the described work within the County's right-of-way.
9. Trench backfill for non-paved areas shall be installed within the County's right-of-way per DuPage County's standard.
10. Trench backfill below existing or proposed pavement, curb/gutter and/or sidewalk shall be installed within the County's right of way per DuPage County's standard.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

memorandum

11. Trees and landscaping is prohibited in the County right of way.

12. Brick Mail boxes are prohibited in the County right of way.

(DPC DOT Specifications.doc), rjk



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

EXHIBIT F



GRIND 2" & 3% PATCHING	
WIDTH (FT)=	36
LENGTH (FT)=	50
AREA (SY)=	200
CURB & GUTTER	PARTIAL

Linden Ave at Plainfield Rd

BASE BID

NUMBER	ITEM	UNIT	UNIT COST	QUANTITY	TOTAL COST
35800100	PREPARATION OF BASE	SQ YD	\$ 2.30	0	\$ -
35800200	AGGREGATE BASE REPAIR	TON	\$ 15.00	0	\$ -
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	\$ 15.00	0	\$ -
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	\$ 0.01	198	\$ 1.98
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N	TON	\$ 96.00	10	\$ 960.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	\$ 75.00	0	\$ -
40604060	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	\$ 76.25	19	\$ 1,448.75
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	\$ 3.70	210	\$ 777.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	\$ 7.30	0	\$ -
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	\$ 20.00	0	\$ -
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	\$ 20.00	0	\$ -
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	\$ 20.00	0	\$ -
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	\$ 20.00	50	\$ 1,000.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	\$ 0.50	73	\$ 36.50
70300150		SQ FT	\$ 0.01	37	\$ 0.37
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	\$ 4.00	0	\$ -
78000600	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	\$ 7.00	40	\$ 280.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	\$ 12.85	13	\$ 167.05
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	\$ 750.00	0	\$ -
*INDICATES SPECIAL PROVISION				TOTAL =	\$ 4,671.65
MOBILIZATION		EACH	\$ 2,000.00	1	\$ 2,000.00
TOTAL					\$ 6,671.65

AGENDA MEMO

City Council

April 20, 2026

ISSUE STATEMENT

A resolution to execute the execution of a letter of intent for continued participation in the DuPage Police Records Management System (PRMS).

BACK UP – [PRMS Participation Memo](#)

BACK UP – [PRM RFP Financial Impact Exec Summary](#)

BACK UP – [PRMS RFP Process & Recommendation \(FAQ\)](#)

BACK UP – [ORG CHART](#)

RESOLUTION

BACKGROUND/HISTORY

The Darien Police Department has been a part of a consortium for a police enterprise system encompassing: Computer Aided Dispatch (CAD), Mobile Police System (MPS), Records Management System (RMS), Field Based Reporting (FBR). This also includes interfaces with fingerprinting, evidence and others. There has been frustration by officers, records clerks and others with RMS and FBR with our current vendor. The Police Records Management System (PRMS) board is made up of mayors and managers and is headed by States Attorney Bob Berlin. The PRMS board authorized the County Information Technology personnel, in conjunction with the members of the consortium (most police agencies in DuPage County), to issue a Request For Proposals (RFP) to replace the RMS & FBR portions of the system. That RFP has been completed and recommendation made.

We believe it is in our best interest to stay with the consortium for purchasing power and use of the system. People utilizing the system would have access to crime data, criminal's information, etc. We would not have to do our own RFP and pay for it separately, implement the numerous interfaces, etc.

The costs are difficult to estimate at this time. Not all agencies, like Darien have completed their processes to state whether they are staying with the consortium. Depending on configuration, types of modules an agency wants, number of agencies joining the consortium will influence the costs.

STAFF/COMMITTEE RECOMMENDATION

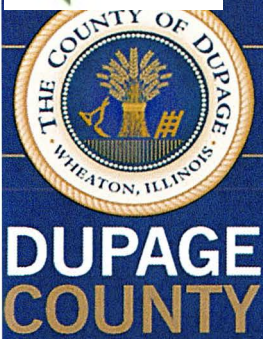
Staff recommends approval to participate in the DuPage County Police Records Management (PRMS).

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

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



POLICE RECORDS MANAGEMENT SYSTEM (PRMS)

TO: DuPage County Mayors
DuPage County Village Managers
DuPage County Police Chiefs
PRMS Oversight Committee Members

FROM: Robert Berlin, DuPage County State's Attorney, PRMS Oversight Committee Chair *RBB*

DATE: March 18, 2026

RE: PRMS Letter of Intent and Next Steps

Thank you for your continued commitment to participating in the DuPage Police Records Management System. The purpose of this memorandum is to provide an overview of the next steps and to confirm the continued participation from DuPage municipal law enforcement agencies, in the form of a Letter of Intent, to finalize the contract with Mark43, the vendor to which the PRMS Committee is preparing to award the contract for this project.

In order for the PRMS Committee to properly price the contract, it requests that you present the enclosed "Letter of Intent" to your governing board for its approval. Please include the actual handouts as shown in the sample as part of your resolution. We have included a five-year cost projection to support your commitment.

We ask that you present the Letter of Intent as is to your agency's corporate authorities, and upon its approval, execute the letter on your letterhead and return it to DuPage County at 421 County Farm Road, Wheaton, IL 60187 by April 30, 2026. If some agencies elect not to participate and that reduction changes the costs to any agency by more than ten percent (10%), we will notify each agency that has executed the letter of intent of this change in costs and to allow it the opportunity to reassess its intention to participate.

The PRMS Committee presently anticipates entering into a contract with Mark 43 before the end of the second quarter of 2026.

Following the approval of the contract, the PRMS Committee will request the County Board to enter into intergovernmental agreements (IGAs) on the PRMS's behalf with each of the various DuPage municipal law enforcement agencies. The IGAs will outline the system's organization and the respective duties of the PRMS and each law enforcement agency. Each law enforcement agency will continue to be billed directly by the County.

We are providing the following attachments to assist Agencies in making their decision regarding continued participation:

- Letter of Intent and Resolution language with requested return attachments
- PRMS RFP Financial Impact Executive Summary (financial info to-date)
- PRMS RFP Process and Recommendation FAQ
- Law Enforcement Report Management System (LE RMS) Staffing Overview



DuPage County PRMS RFP Cost Summary

Police Records Management System (PRMS) Cost Analysis

Executive Summary

The DuPage County Police Records Management System (PRMS) Consortium conducted a formal Request for Proposal (RFP) process to identify the next-generation records management system to support participating law enforcement agencies. Three vendors advanced through the full evaluation process, including proposal review, demonstrations, technical validation, and cost analysis:

- Mark43
- Motorola Solutions
- Axon

This document summarizes the financial analysis component of the evaluation. The analysis reviewed required implementation costs, optional functionality, and estimated five-year total cost of ownership to support an informed decision by the PRMS Oversight Committee and participating agencies.

Key Points:

- Vendor cost comparison: Mark43 has the lowest required implementation cost at \$1.86 million, Motorola Solutions requires \$2.29 million with significant hardware expenses, and Axon's proposal is substantially higher at over \$6.3 million. Optional costs vary, with Mark43 offering the largest optional module cost.
- Five-year ownership costs: Motorola Solutions shows the lowest estimated five-year total cost at approximately \$6.7 million, followed by Mark43 at \$7.7 million, and Axon at \$11.2 million, reflecting ongoing licensing, support, and operational expenses. Motorola's estimate assumes continued hardware support.
- Cost drivers by vendor: Mark43's cloud-native architecture eliminates hardware infrastructure needs and lowers integration costs. Motorola relies on traditional infrastructure requiring significant hardware investment. Axon's high costs stem from implementation services, integration, and licensing fees.
- Financial implications: The consortium faces significant price differences among vendors, with Axon being the most expensive. Mark43 offers a modern cloud-based system with the lowest upfront cost, while Motorola presents a competitive long-term cost but with higher initial hardware investment. This financial analysis complements other evaluation criteria to support vendor selection.

Evaluation Context

The cost analysis represents one component of the broader RFP evaluation process. In addition to pricing, the evaluation committee assessed each vendor across several critical criteria:

- Functional capabilities of the RMS platform
- Usability for officers, records personnel, and investigators
- Integration capabilities with existing public safety systems

- Implementation approach and project management
- Vendor experience and long-term support model
- Demonstration performance and evaluator scoring

The financial analysis presented here complements the functional scoring performed by representatives from multiple participating law enforcement agencies.

Total Implementation Cost Comparison

Vendor	Required Costs	Optional Costs	Total with Options
Mark43	\$1,857,427	\$1,711,648	\$3,569,075
Motorola Solutions	\$2,287,513	\$22,138	\$2,309,651
Axon	\$6,311,290	\$252,624	\$6,563,914

Required costs represent the base system implementation needed to deploy the RMS platform across the consortium. Optional costs represent additional capabilities or modules that the consortium may choose to implement depending on operational needs.

Key Cost Observations

Several important financial differences emerged from the cost comparison:

1. Mark43 presents the lowest required implementation cost among the three vendors.
2. Motorola requires significant hardware investment exceeding \$1 million, reflecting a more traditional infrastructure deployment model.
3. Axon’s proposal is substantially higher than both alternatives, primarily due to implementation services, integration costs, and platform licensing.
4. Optional modules for Mark43 represent potential future capabilities rather than mandatory system components.
5. The overall price difference between Axon and the other vendors is significant and represents a major consideration for the consortium

Five-Year Total Cost of Ownership

Vendor	Estimated Five-Year Cost
Motorola Solutions	\$6,727,302
Mark43	\$7,747,024
Axon	\$11,238,370

The five-year cost projection includes licensing, support, maintenance, and operational expenses for each platform. While Motorola shows a slightly lower five-year cost projection, this estimate assumes continued support for the required hardware infrastructure.

Major Cost Drivers by Vendor

Mark43

- Cloud-native architecture
- No required hardware infrastructure
- Lower integration costs
- Modern user interface and mobile-first design

Motorola Solutions

- Significant hardware investment required
- Traditional infrastructure architecture
- Moderate software licensing and interface costs

Axon

- High implementation and integration costs
- Significant interface and platform licensing expenses
- Overall pricing substantially higher than competing systems

The pricing proposals demonstrate a significant cost difference among the vendors. While each vendor offers different architectural approaches and operational capabilities, Axon's proposal is considerably more expensive than the competing solutions. Mark43 offers the lowest required implementation cost and a modern cloud-based architecture, while Motorola offers a competitive five-year cost profile but requires a substantial hardware investment.

Conclusion

The cost analysis provides important financial context for the consortium's decision-making process. Combined with the functional evaluation, demonstration scoring, and implementation considerations, this financial review supports a comprehensive assessment of the available RMS solutions. The findings illustrate substantial cost differences among vendors while highlighting the architectural and operational factors associated with each platform.



PRMS RFP Process & Recommendation - Frequently Asked Questions (FAQ)

Process & Evaluation

1. Q: How was the evaluation team selected, and who participated in the scoring process?
A: The Evaluation Team was chosen by inviting volunteers from member agencies. An open call for volunteers lasted for several months until we formed a team of 15 members, representing all major roles within our consortium. These members have participated in every part of the evaluation process.
2. Q: How did you ensure the evaluation process was fair and unbiased?
A: A fair process was a top priority. This process was governed by the strict, well-defined procurement rules used by DuPage County. This ensured that every vendor had the same opportunities, standards, and procedures applied.
3. Q: How were pricing considerations incorporated into the evaluation process?
A: The product/system Evaluation Team reviewed the proposals and made final recommendations without knowing the financial details of the proposals. The County Procurement Office conducted the financial scoring separately, ensuring that the recommendation was based only on product quality and alignment.
4. Q: Why were vendors eliminated after the preliminary scoring round?
A: All responsive vendors received scores based on their compliance with the requirements in the published RFP. Only the top three scoring vendors were chosen to proceed, as lower-scoring solutions would not meet the consortium's needs.
5. Q: What criteria were used to score the written proposals?
A: The categories were established during the requirements gathering phase of the RFP based on user interviews. Category weights were assigned by the Evaluation Team.

Proposer Background, Experience, and References	10%
System Architecture	5%
System Functionality	40%
Implementation	10%
Legacy Data Access	5%
System Testing	5%
Support and Maintenance	10
Cost	15%

6. Q: Were the evaluation scores generally consistent across the evaluation team?
A: Scores were submitted to procurement and averaged for both preliminary and final scores. Aside from procurement, no one has access to individual scores.
7. Q: Did the demonstrations reinforce the preliminary scoring results, or did they change the evaluation team's perspective on any vendors?

MEMO



PRMS RFP Process & Recommendation - Frequently Asked Questions (FAQ)

A: Demonstrations offered clear explanations on many aspects of the written proposals. They seemed to have a significant influence on the final scores.

Demonstrations & User Feedback

8. Q: How many users participated in the demonstration feedback surveys?

A: An average of 53 attendees participated in the demonstration each day. Twenty of the 30 member agencies were represented.

9. Q: How was user feedback incorporated into the evaluation process?

A: An anonymous survey was given to attendees after each demonstration. Although user feedback did not influence the weighted score, Evaluation Team members reviewed the survey results to verify consistency.

10. Q: Did the user feedback align with the evaluation team's scoring?

A: Yes. Evaluation team members attended every demonstration to ensure a consistent experience for both end-users and evaluators.

11. Q: Were all vendors given the same demonstration scenarios and time to present?

A: Yes.

12. Q: How did the demonstrations reflect real agency workflows and use cases?

A: We worked with DeltaWRX, the RFP consulting firm, to provide each vendor with an agenda that guided the demonstrations based on our agency workflows.

Vendor Fit & Selection Rationale

13. Q: What ultimately made the recommended vendor the strongest overall option?

A: Alignment with consortium needs was a primary concern, along with ease of use. The RFP aimed to find the best product for report writing and management, evaluated through proposal reviews and system demonstrations. The evaluation team—comprising representatives from various police agencies and all key operational roles—firmly believed that Mark43 was the optimal solution for DuPage County's law enforcement community.

Recommendation Rationale and Alignment Highlights

- Best overall functional fit for consortium agencies
- Strong usability and ease of adoption for end users
- Alignment with current operational workflows and business processes
- Long-term technical sustainability and modern architecture
- Future-ready platform designed to modernize the PRMS environment.
- Strong implementation approach with a well-defined support model
- Support a model that aligns well with consortium strengths and minimizes disruption.
- Proven ability to support a large law enforcement consortium comparable to or larger than ours



PRMS RFP Process & Recommendation - Frequently Asked Questions (FAQ)

- Platform design aligns with consortium governance and shared service delivery.

14. Q: How close were the vendors in the overall evaluation?

A: Out of a total score of 500, the vendor scores were as follows:

Vendor	Weighted Total (500 Max)
Mark43	409
Motorola Solutions	377
Axon	279

Vendor Specific Follow-up Questions

15. Q: Could all consortium agencies operate within a single shared Axon system instead of separate agency environments?

A: Yes. Axon confirmed that a single shared system is technically feasible and could be implemented using role-based permissions to separate agencies within one environment. This model would allow agencies to operate within a shared data environment and support true cross-agency data sharing and standardized workflows. Axon's proposal, however, is based on separate agency environments, which limits standardization and does not provide the same shared data environment that a single-instance model would support. In its response, Axon recommended maintaining the separate-agency architecture instead of proposing a consolidated deployment.

Forward-Looking Questions (Implementation / Governance)

16. Q: What is the anticipated timeline for system implementation once a vendor is selected?

A: The implementation timeline for this type of project usually ranges from 12 to 18 months.

17. Q: What level of involvement will be required from individual agencies during implementation?

A: Agency participation is a top priority. A dedicated implementation team of agency staff will be assembled to guide the implementation process. Users at all levels will be involved in carrying out project tasks throughout, ensuring broad and deep engagement with the system.

18. Q: How will training and onboarding be handled for officers and records personnel?

A: Training will be conducted through train-the-trainer sessions, meaning that users will play a key role in successful implementation.

19. Q: Can Mark43 integrate with Axon cameras and Evidence.com?

A: Yes, Mark43 integrates with Axon body cameras and Evidence.com, allowing officers to link to and access video in RMS reports, but the video itself remains managed within Axon's system.

20. Q: Will the consortium attempt to negotiate pricing with the selected vendor before finalizing the agreement?

A: Yes. Once the Oversight Committee approves moving forward with the recommended vendor, the Negotiation Team will begin formal contract negotiations on behalf of the PRMS



PRMS RFP Process & Recommendation - Frequently Asked Questions (FAQ)

Consortium. A primary goal of this process is to secure better pricing and favorable contract terms for participating agencies.

Since the consortium includes numerous law enforcement agencies, we have strong purchasing power. During negotiations, the Negotiation Team will work with the chosen vendor to:

- Explore opportunities to lower licensing and implementation costs
- Seek volume-based pricing adjustments based on the total number of agencies and users involved
- Clarify and potentially reduce interface and integration costs
- Obtain favorable long-term pricing protections and contract terms

While vendor proposals initially present pricing, it is standard practice in large public-sector procurements to refine pricing during final contract negotiations.

Our goal is to ensure that the final agreement provides maximum value for the consortium while maintaining system capabilities and supporting the individual needs of participating agencies.

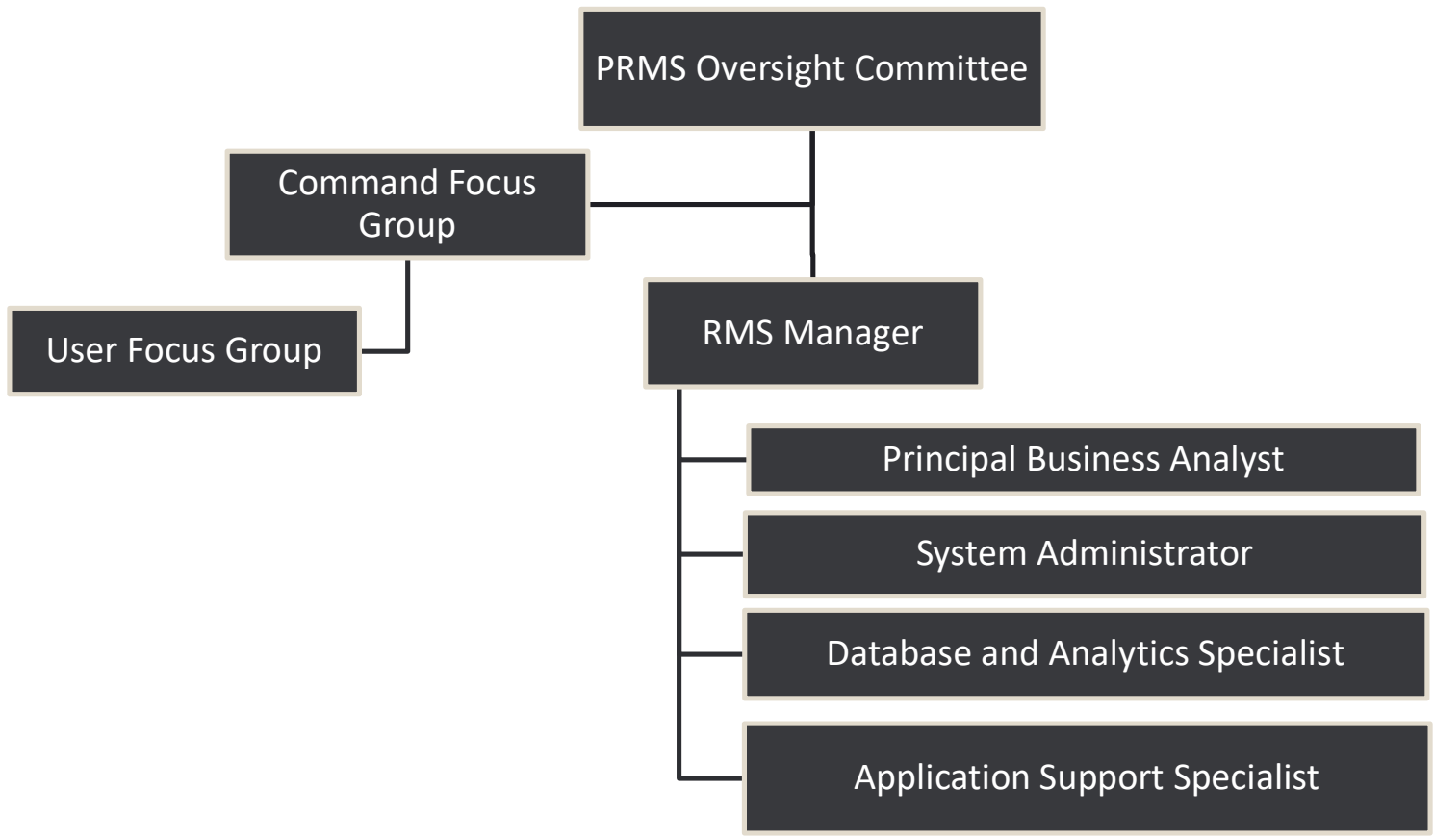
21. Q: Who are the members or roles involved in the Negotiation Team?

A: The makeup of the Negotiation Team is listed below:

- PRMS Oversight Committee Member (DMMC representative)
- Police Chief Association Member (Agency Leadership representative)
- DuPage County Chief Information Officer (Technology and County Leadership representative)
- PRMS Manager (PRMS system and technical support representative)
- Chief Assistant State's Attorney (Legal representative)
- Chief Procurement Officer (Procurement representative)
- DeltaWRX RFP Consultant (PRMS RFP subject matter expert)



Police Records Management System Support Organizational Chart



<p>RMS Manager: Don Ehrenhaft</p>	<ul style="list-style-type: none"> • Responsible for system implementation and operation • Planning, managing, and directing employees • Partnerships between the County, Municipal Partners, ETSB, etc. • Vendor management including RMS vendor, Microsoft, and third-party providers • Project Management • Manage and maintain stakeholder communication plan • Overall system security • Manages RMS helpdesk tickets 	
<p>Principal Business Analyst: Dave Jordan</p>	<ul style="list-style-type: none"> • Directs technical aspects of projects • Defines project requirements • Performs testing and analysis of existing and incoming systems as needed • Assists RMS Manager with risk assessments and mitigation plans • Performs/Assists in the resolution of Tier 2 and 3 issues • Works directly with stakeholders on issue resolution 	
	<p>Backup staff members:</p>	<p>Don Ehrenhaft, Fernando Perez, Art Rykalin</p>
<p>System Administrator: Fernando Perez</p>	<ul style="list-style-type: none"> • Installation and support of applications, hardware and interfaces • Technical support for hardware and software issues • Operating system management and maintenance • Manages and monitors system back-ups • Manages infrastructure including servers and firewalls • System security under the direction of the RMS Manager • Hardware and software related helpdesk ticket 	
	<p>Backup staff members:</p>	<p>Dave Jordan, Art Rykalin</p>
<p>Database and Analytics Specialist: James Wilkinson</p>	<ul style="list-style-type: none"> • Monitors and maintains RMS database function and performance • Performs system upgrades, updates, and patches • Manages roles and permissions to ensure integrity and security • Database related helpdesk tickets • Develops and writes reports • Liaison with agencies for report development • Liaison with Hexagon regarding report development • Assists with system and interface maintenance 	

	<ul style="list-style-type: none"> • Compiles statistics on reporting, monitors input to ensure accuracy 		
	<table border="1"> <tr> <td>Backup staff members:</td> <td>Dave Jordan, Don Ehrenhaft</td> </tr> </table>	Backup staff members:	Dave Jordan, Don Ehrenhaft
Backup staff members:	Dave Jordan, Don Ehrenhaft		
Application Support Specialist: Art Rykalin	<ul style="list-style-type: none"> • Monitors system performance and maintains performance standards • Works with RMS vendor support team to resolve escalated support tickets • Hardware and software related helpdesk ticket • Manages and executes software maintenance plan 		
	<table border="1"> <tr> <td>Backup staff members:</td> <td>Fernando Perez, Dave Jordan</td> </tr> </table>	Backup staff members:	Fernando Perez, Dave Jordan
Backup staff members:	Fernando Perez, Dave Jordan		



RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE EXECUTION OF A
LETTER OF INTENT FOR CONTINUED PARTICIPATION IN THE
DUPAGE POLICE RECORDS MANAGEMENT SYSTEM (PRMS)**

W I T N E S S E T H:

WHEREAS, the County of DuPage, Illinois, intends to continue its Police Records Management System (PRMS), which allows participating police departments to exchange information with and between the County’s court and correctional entities; and

WHEREAS, the City of Darien has reviewed materials prepared by the County, which detail the estimated costs, organization, and functionality of PRMS, and such documents are incorporated in this resolution as if fully set forth herein; and

WHEREAS, the City of Darien desires to participate in the PRMS;

NOW THEREFORE BE IT RESOLVED THAT Mayor Joseph Marchese shall be and hereby is directed to execute the attached Letter of Intent, as [Exhibit A](#), directed to the State’s Attorney / Chairman of the PRMS Committee; and further

BE IT RESOLVED, that the Darien City Clerk shall transmit copies of this Resolution to the State’s Attorney / Chairman of the PRMS Committee; and further

BE IT RESOLVED, that the Mayor Joseph Marchese is authorized to withdraw the Letter of Intent if the PRMS Committee determines that the estimated cost to the City of Darien will increase by more than ten (10) percent beyond the projection supplied by the PRMS Committee.

IN WITNESS WHEREOF, the Parties have executed this Agreement by the signatures of their respective officers as reflected on the dates set forth below.

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

AYES _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



April 21, 2026

Hon. Robert B. Berlin
DuPage County State's Attorney
Chair, Police Records Management System
503 N County Farm Rd.
Wheaton, Illinois 60187

Dear Chair Berlin:

This letter is to confirm the intention of the City Council of the City of Darien to participate in the Police Records Management System (PRMS). I am advising you that the City Council authorized me to execute this letter on its behalf, in accordance with the attached resolution. The City Council makes this representation after its review of the following documents provided by the PRMS Oversight Committee:

- PRMS RFP Financial Impact Executive Summary
- PRMS RFP Process and Recommendation FAQ
- Report Management System (RMS) Staffing Overview

The City Council understands and acknowledges that the County and the PRMS Oversight Committee will rely on this commitment in determining the final cost for the projections of the PRMS Project and in determining whether to proceed with contract award. The City Council understands and expects that the PRMS Oversight Committee will notify it prior to contract award if the estimated cost to the City of Darien increases by more than ten (10) percent.

Sincerely,

Joseph A. Marchese
Mayor
City of Darien

Attachment

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

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

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

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

III. RULES GOVERNING PUBLIC COMMENT.

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

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

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

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

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

itself and shall not turn to address the audience.

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

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

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

IV. PUBLIC HEARING REQUIREMENTS.

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

Approved by a Motion on November 17, 2014

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

I. Purpose

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

II. Policy

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

1. such issuance positively and directly impacts the Darien community, pertain to a Darien event, person, organization, or cause with local implications
2. such issuance proclaims certain events or causes when such proclamations pertain to a Darien event, person, organization, or cause with direct local implications at determined by the city.
 - a. Examples of acceptable recognition include, but is not limited to:

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

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

Approved by Resolution No. R-57-24 on June 3, 2024