

AGENDA
Municipal Services Committee
September 28, 2026
6:00 P.M. – Council Chambers

- 1. Call to Order & Roll Call**
- 2. Establishment of Quorum**
- 3. Old Business**
- 4. New Business**
 - a. **Ordinance** – Amending Section 9-7-4(E) of the Darien City Code to grant administrative hearing officers the authority to enter orders prohibiting further code violations and additional powers.
 - b. **Motion** – Accepting a proposal for a Maintenance Agreement, for the Vactor 2100i, serial number 23-04V-21705 sewer cleaner from Standard Equipment in an amount not to exceed \$8,500.
 - c. **Motion** – Accepting a proposal from Spring Grove Nursery for the purchase of parkway trees in an amount not to exceed \$20,267.
 - d. **Motion** - Accepting a proposal from Apex for the delivery, planting and mulching of the parkway trees in an amount not to exceed for \$15,881.50.
 - e. **Motion** – Extending a contract to Yellowstone Landscape in an amount not to exceed \$190,520.00 for the City's 2026/27 Tree Trimming and Removal Program
 - f. **Motion** - Landscape restoration in the amount of \$2,480
 - g. **Minutes - August 24, 2026** Municipal Services Committee
- 5. Director's Report**
- 6. Next scheduled meeting – Monday, October 26, 2026**
- 7. Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
SEPTEMBER 28, 2026

ISSUE STATEMENT

An ordinance amending Section 9-7-4(E) of the Darien City Code to grant administrative hearing officers the authority to enter orders prohibiting further code violations and additional powers.

ORDINANCE

ATTACHMENTS

1. CITY ATTORNEY MEMO WITH ATTACHMENTS

BACKGROUND

In 2021, the City adopted Ordinance No. O-09-21, establishing, as allowed by State Law, an administrative hearing system to enforce and adjudicate violations of various sections of the City Code locally with an administrative hearing officer, rather than requiring local code violations to go through the 18th Judicial Circuit Court located in DuPage County. By 2024, the majority of code enforcement violations were being adjudicated by the City's administrative hearing officer.

Administrative hearings are held the 3rd Wednesday of every month at 3:00PM in Council Chambers, and include Police Department administrative tow violations and code enforcement cases for which a citation or "notice to appear" has been issued.

Municipalities have established authority to abate nuisances such as weeds, pests, and dead or diseased trees, and lien properties for the costs. Until this year, however, State law did not provide a similar mechanism for building and property maintenance violations. When owners refused access, municipalities had to obtain an administrative warrant or court order, resulting in continued violations, additional staff and legal expenses, and delays.

In 2025 the Illinois State Legislature passed HB 1842, granting admin. hearing officers explicit powers to enter orders that function as local injunctions. Under the new law, an admin. hearing officer can now enter binding orders prohibiting further code violations or compelling the remediation of existing violations. An admin. hearing officer may also authorize the municipality to take "all necessary steps" to step in and fix the issue. If a property owner violates a hearing officer's order, the municipality can fast-track the order to the Circuit Court to have a judge formally enforce it or issue a judicial contempt order.

OVERVIEW

City Attorney John Murphey has prepared an ordinance for consideration that would align the City's Code with this new State Law, and strengthen the options available to the City to enforce building and property maintenance violations in cases where there are numerous, extended periods of non-compliance or urgent safety concerns.

If adopted, the City Attorney will update and/or prepare form documents such as motions and "findings, decision, and order" documents. Full implementation would begin in the following months.

DECISION MODE

The Municipal Services Committee will review this item at its meeting on September 28, 2026.

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:

Ryan Murphy
Dan Gombac

From: John B. Murphey

Date: September 15, 2026

Re: Administrative Adjudication/New Legislation

Attached please find the following:

1. The City's Administrative Adjudication ordinance.
2. The Administrative Adjudication statute, including subsection (b)(6) which went into effect about a year ago. As you can see, the amendment authorizes the adjudication hearing officer to enter "orders prohibiting further Code violations or compelling the remediation of existing Code violations within a specified time and authorizing the municipality to take all necessary steps to remediate Code violations."

As we discussed in the case of recreational vehicles, fines may not be effective to obtain compliance. Utilizing this new power would be very important in assisting putting some "muscle" behind Code compliance in case of chronic or repeated violations.

Two cautions:

- A. This tool is to be utilized only in cases of continuing or repeated violations where it becomes clear that the simple imposition of fines are ineffective.

B. The City would need to amend the adjudication ordinance to make it clear that our hearing officer has this additional authority. It would be a simple ordinance amendment without the necessity for a public hearing.

I have prepared a draft ordinance to be sent separately.

Thanks.

JBW/sml
Enclosures

JBW/sml
Enclosure

CHAPTER 7

ADMINISTRATIVE HEARING SYSTEM

SECTION:

9-7-1: Administrative Hearing System Established

9-7-2: Administrative Hearing Procedures Not Exclusive

9-7-3: Administrative Composition

9-7-4: Hearing Officer

9-7-5: Violation Notice

9-7-6: Service Of Notice

9-7-7: Hearings

9-7-8: Judicial Review

9-7-9: Debt To The City

9-7-10: Enforcement Of Judgments

9-7-1: ADMINISTRATIVE HEARING SYSTEM ESTABLISHED:

(A) There is hereby established and created within the city an administrative hearing system to enforce and adjudicate violations of the following chapters of this code, as the same has been, and may, from time to time hereafter be amended:

1. Title 3:

- (a) Chapter 2, "Peddlers and Solicitors".
- (b) Chapter 3, section 3-3-19, "Sales to Minors".
- (c) Chapter 3, section 3-3-25, "Prohibition of Video Gaming".
- (d) Chapter 4, section 3-4-1, "Home Rule Municipal Retailers' Occupation Tax".
- (e) Chapter 6, "Garage Sales".
- (f) Chapter 8, "Massage Businesses and Services".

2. Title 4:

- (a) Chapter 1, "Darien Building Code".
- (b) Chapter 3, "Sign Code".

3. Title 5A, "Zoning Regulations".
 4. Title 5B, "Subdivision Regulations".
 5. Title 6B:
 - (a) Chapter 1, "Storm Water and Floodplain Management".
 - (b) Chapter 3, "Street and Right of Way Regulations".
 - (c) Chapter 5, "Construction of Utility Facilities in the Public Rights Of Way".
 6. Title 6C, "Water Division".
 7. Title 7, "Health and Sanitation".
 8. Title 8, "Police Regulations".
 9. Title 9, "Traffic Regulations".
 10. Such other city ordinances and code provisions as the mayor and city council may from time to time designate.
- (B) The provisions of this chapter shall apply to administrative adjudication proceedings to the extent that they are not inconsistent with the provisions of this code which set forth specific procedures for the administrative adjudication of particular code provisions. (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021; amd. Ord. 0-09-21, 6-7-2021)

9-7-2: ADMINISTRATIVE HEARING PROCEDURES NOT EXCLUSIVE:

The provisions of this chapter shall not preclude the city from using other methods or proceedings to enforce and adjudicate the code or other ordinances of the city, including, without limitation, the institution of an action in the DuPage County circuit court or the United States district court for the northern district of Illinois, or any administrative proceeding. (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021)

9-7-3: ADMINISTRATIVE COMPOSITION:

The administrative hearing system shall provide for one or more hearing officers, all with the power, authority and limitations set forth in this chapter. (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021)

9-7-4: HEARING OFFICER:

(A) Appointment: The city administrator shall appoint one or more qualified hearing officers to perform the functions set forth in this section.

(B) Independent Contractor: A hearing officer shall be employed as an independent contractor of the city and shall not be considered an employee of the city. A hearing officer may be removed, with or without cause, by the city administrator.

(C) Qualifications: To qualify as a hearing officer, an individual must:

1. Be an attorney licensed to practice law in the state of Illinois for at least three (3) years;
2. Be in good standing with the Illinois Supreme Court attorney registration and disciplinary commission;
3. Complete a formal training program approved by the city administrator and the city attorney consisting of:
 - (a) Instruction on the rules of procedure of the administrative hearings which he/she will conduct;
 - (b) Orientation to each subject area of this code that will be adjudicated;
 - (c) Observation of administrative hearings; and
 - (d) Participation in hypothetical cases, including ruling on evidence and issuing final orders.

(D) Compensation: Authorization for compensation for a hearing officer shall be made by the mayor and city council through the city's annual budget process. Compensation shall be determined by the city administrator within approved budget limitations.

(E) Authority and Powers: Hearing officers shall have all powers necessary to conduct fair and impartial hearings including, but limited to, the power to:

1. Hold conferences for the settlement or simplification of the issues;
2. Administer oaths and affirmations;
3. Hear testimony and accept evidence that is relevant to the allegation of the violation;
4. Issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;
5. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing;
6. Issue a determination, based on the evidence presented at the hearing, of whether the violation occurred or exists. The determination shall be in writing and shall include a written finding of fact, decision, and order including the fine, penalty, or action with which the defendant must comply; and
7. Impose penalties consistent with the applicable code provisions and assess costs upon finding a party liable for the charged violation as set forth in this chapter. (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021)

9-7-5: VIOLATION NOTICE:

(A) A notice of violation ("violation notice") shall be issued by the persons authorized under this chapter. The violation shall be verified and shall contain, but shall not be limited to, the following information:

1. The name of the party violating the code or city ordinance;
2. The date and time the violation was observed;
3. The particular ordinance or code violation violated;
4. The name of any witness to the violation;
5. The signature and identification number, if applicable, of the person issuing the notice; and
6. The date and location of the administrative hearing on the violation(s), the legal authority and jurisdiction under which the hearing is to be held, and the penalties for failure to appear at the hearing.

(B) The correctness of facts contained in any violation notice shall be verified by the person issuing said notice by:

1. Signing his/her name to the notice at the time of issuance; or
2. In the case of a notice produced by a computer device, by signing a single certificate, to be kept by the records department of the Darien police department, attesting to the correctness of all notices produced by the device while under his/her control.

(C) All police officers, as well as other specifically authorized individuals of any department of the city, shall have the authority to issue violation notices.

(D) Any individual authorized to issue violation notices who detects a violation, is authorized to issue a violation notice thereof and shall serve the violation notice in the manner set forth in section 9-7-6 of this chapter or as otherwise set forth in this code.

(E) Any violation notice issued, signed and served in accordance herewith, or a copy of the notice, shall be prima facie evidence of the correctness of the facts shown on the notice.

(F) The records department of the Darien police department shall retain the original or a facsimile of the violation notice and keep it as a record in the ordinary course of business.

(G) The violation notice or a copy thereof shall be admissible in any subsequent administrative or judicial proceeding to the extent permitted by law. (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021)

9-7-6: SERVICE OF NOTICE:

(A) Service of any violation notice shall be made as follows:

1. If present, handing the notice to the subject of the action (e.g. registered vehicle owner, operator or lessee of the vehicle, home / business owner).
2. If the subject of the action is not present and the violation is a parking violation, the notice maybe left with the vehicle.
3. If the subject of the action is not present and the violation is not a parking violation, the notice maybe posted at the front entrance. If posted at the front entrance the person issuing the ordinance violation shall take a picture of the posting.
4. Mailing the notice by certified mail to the subject of the action registered owner, operator or lessee of the vehicle.

(B) If service of notice is provided by mail for any violation notice or for any hearing notice, said service shall be deemed sent and shall be complete on the date the notice is deposited, postage prepaid, in the United States mail. The counting of any time period as set forth in this code shall begin to run on the date the notice is deposited, postage prepaid, in the United States mail. (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021)

9-7-7: HEARINGS:

All hearings conducted under the administrative hearing system shall be conducted by a hearing officer and shall be conducted in accordance with the following rules and procedures:

- (A) A record of the hearing shall be made by tape recording or other appropriate means.
- (B) The parties may be represented by counsel, present witnesses, and cross examine opposing witnesses.
- (C) The hearing officer may grant continuances only upon a finding of good cause.
- (D) All testimony shall be given under oath or affirmation.
- (E) Parties may request the hearing officer to issue, and the hearing officer shall have the authority to issue, subpoenas to direct the attendance and testimony of relevant witnesses and produce relevant documents.
- (F) The formal and technical rules of evidence shall not apply. Evidence, including hearsay, may be admitted only if it is of a type commonly relied upon by reasonably prudent persons in the conduct of their affairs.
- (G) In a hearing on the propriety of impoundment of a motor vehicle, any sworn or affirmed report that: 1) is prepared in the performance of a law enforcement officer's duties; and 2) sufficiently describes the circumstances leading to the impoundment, shall

be admissible evidence of the motor vehicle owner's liability, unless rebutted by clear and convincing evidence.

(H) Each hearing shall culminate in a determination of liability or non-liability by the hearing officer or a determination of liability based upon the failure of the defendant to appear at the hearing.

(I) The hearing officer shall, upon a determination of liability, assess fines and penalties in accordance with this code. In addition, the hearing officer shall have the discretion to assess costs upon finding the defendant liable for the charged violation. In no event shall the hearing officer have the authority to: 1) impose a penalty of incarceration; or 2) impose a fine in excess of one thousand dollars (\$1,000.00) for a violation.

(J) The maximum monetary fine imposed under this code shall be exclusive of costs of enforcement or costs incurred by the city to secure compliance with the city code or ordinances, and shall not be applicable to cases to enforce the collection of any tax imposed and collected by the city. (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021)

9-7-8: JUDICIAL REVIEW:

(A) For violations where a predetermined fine is established by ordinance (e.g. Parking Violation), the subject of the action may appeal the violation to the Hearing Officer.

(B) Any final decision by a hearing officer that a violation does or does not exist shall constitute a final determination for purposes of judicial review and shall be subject to review under the Illinois administrative review law [1](#). (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021)

Notes

[1](#) 1 735 ILCS 5/3-101 et seq.

9-7-9: DEBT TO THE CITY:

Any fine, penalty or part of any fine or penalty assessed in accordance with the provisions of this code and remaining unpaid after the exhaustion of, or the failure to exhaust, administrative procedures under this chapter and the conclusion of any judicial review procedures, shall be a debt due and owing the city, and, as such may be collected in accordance with applicable law. (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021)

9-7-10: ENFORCEMENT OF JUDGMENTS:

(A) After expiration of the period in which judicial review under the Illinois administrative review law may be sought for a final determination of a code violation, unless stayed by a court of competent jurisdiction, the findings, decision and order of the hearing officer may be enforced in the same manner as a judgment entered by a court of competent jurisdiction.

(B) In any case in which a defendant has failed to comply with a judgment imposing any fine or sanction as a result of a code violation, any expenses incurred by the city to enforce the judgment, including, but not limited to, attorney fees, and court costs, after they are fixed by a court of competent jurisdiction or a hearing officer, shall be a debt due and owing the city and may be collected in accordance with applicable law. Prior to any expenses being fixed by a hearing officer pursuant to this subsection, the city shall provide notice to the defendant that states that the defendant shall appear at a hearing before the administrative hearing officer to determine whether the defendant has failed to comply with the judgment. The notice shall set the date for such hearing, which shall not be less than seven (7) days from the date that notice is served. If notice is served by mail, the seven (7) day period shall begin to run on the date that the notice was deposited in the mail.

(C) Upon being recorded in the manner required by the Illinois code of civil procedure, 735 Illinois Compiled Statutes 5/12-101 et seq., a lien shall be imposed on the real estate or personal estate, or both, of the defendant in the amount of any debt due and owing the city under this section. The lien may be enforced in the same manner as a judgment lien pursuant to a judgment of a court of competent jurisdiction.

(D) A hearing officer may set aside any judgment entered by default and set a new hearing date, upon a petition filed within twenty one (21) days after the issuance of the order of default, if the hearing officer determines that the petitioner's failure to appear at the hearing was for good cause or at any time if the petitioner established that the city did not provide proper service of process. If any judgment is set aside pursuant to this subsection, the hearing officer shall have the authority to enter an order extinguishing any lien which has been recorded for any debt due and owing the city as a result of the vacated default judgment. (Ord. 0-11-11, 5-16-2011; amd. Ord. 0-09-21, 6-7-2021)

2025 Ill. Legis. Serv. P.A. 104-200 (H.B. 1842) (WEST)

ILLINOIS 2025 LEGISLATIVE SERVICE

One-Hundred-and-Fourth General Assembly, 2025

Additions are indicated by **Text**; deletions by ~~Text~~.

Vetoed are indicated by ~~Text~~;
stricken material by ~~Text~~.

PUBLIC ACT 104–200
H.B. 1842

AN ACT concerning local government.

Be it enacted by the People of the State of Illinois, represented in the General Assembly:

Section 5. The Illinois Municipal Code is amended by changing Section 1–2.1–4 as follows:

<< IL ST CH 65 § 5/1–2.1–4 >>

[S.H.A. 65 ILCS 5/1–2.1–4] (65 ILCS 5/1–2.1–4)

§ 1–2.1–4. Code hearing units; powers of hearing officers.

(a) An ordinance establishing a system of administrative adjudication, pursuant to this Division, shall provide for a code hearing unit within an existing agency or as a separate agency in the municipal government. The ordinance shall establish the jurisdiction of a code hearing unit that is consistent with this Division. The “jurisdiction” of a code hearing unit refers to the particular code violations that it may adjudicate.

(b) Adjudicatory hearings shall be presided over by hearing officers. The powers and duties of a hearing officer shall include:

- (1) hearing testimony and accepting evidence that is relevant to the existence of the code violation;
- (2) issuing subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;
- (3) preserving and authenticating the record of the hearing and all exhibits and evidence introduced at the hearing;
- (4) issuing a determination, based on the evidence presented at the hearing, of whether a code violation exists. The determination shall be in writing and shall include a written finding of fact, decision, and order including the fine, penalty, or action with which the defendant must comply; ~~and~~
- (5) imposing penalties consistent with applicable code provisions and assessing costs upon finding a party liable for the charged violation, except, however, that in no event shall the hearing officer have authority to (i) impose a penalty of incarceration, or (ii) impose a fine in excess of \$50,000, or at the option of the municipality, such other amount not to exceed the maximum amount established by the Mandatory Arbitration System as prescribed by the Rules of the Illinois Supreme Court from time to time for the judicial circuit in which the municipality is located. The maximum monetary fine under this item (5), shall be exclusive of costs of enforcement or costs imposed to secure compliance with the municipality’s ordinances and shall not be applicable to cases to enforce the collection of any tax imposed and collected by

the municipality; and

(6) entering orders prohibiting further code violations or compelling the remediation of existing code violations within a specified time and authorizing the municipality to take all necessary steps to remediate code violations.

(c) Prior to conducting administrative adjudication proceedings, administrative hearing officers shall have successfully completed a formal training program which includes the following:

- (1) instruction on the rules of procedure of the administrative hearings which they will conduct;
- (2) orientation to each subject area of the code violations that they will adjudicate;
- (3) observation of administrative hearings; and
- (4) participation in hypothetical cases, including ruling on evidence and issuing final orders.

In addition, every administrative hearing officer must be an attorney licensed to practice law in the State of Illinois for at least 3 years. A person who has served as a judge in Illinois is not required to fulfill the requirements of items (1) through (4) of this subsection.

(d) A proceeding before a code hearing unit shall be instituted upon the filing of a written pleading by an authorized official of the municipality.

(Source: P.A. 102–65, eff. 7–9–21.)

Approved: August 15, 2025

Effective: January 1, 2026

End of Document

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CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 9-7-4(E)
OF THE DARIEN CITY CODE TO GRANT ADMINISTRATIVE ADJUDICATION
HEARING OFFICERS THE AUTHORITY TO ENTER ORDERS PROHIBITING
FURTHER CODE VIOLATION AND ADDITIONAL POWERS**

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

THIS ____ DAY OF _____, 2026

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

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 9-7-4(E)
OF THE DARIEN CITY CODE TO GRANT ADMINISTRATIVE ADJUDICATION
HEARING OFFICERS THE AUTHORITY TO ENTER ORDERS PROHIBITING
FURTHER CODE VIOLATION AND ADDITIONAL POWERS**

WHEREAS, the Illinois General Assembly has recently amended the Illinois Municipal Code to grant hearing officers presiding over Administrative Adjudication matters the authority to enter orders prohibiting further Code violations and compelling remediation of existing Code violations; and

WHEREAS, the Mayor and City Council of the City of Darien have determined that granting this additional authority to the City’s Administrative Adjudication hearing officer will assist the City’s enforcement efforts, particularly in cases of chronic, continuing c violations which continue even after violations have been determined and fines have been issued;

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

SECTION 1: Amendment. Section 9-7-4 of the Darien City Code, “Hearing Officer,” is hereby amended, amending Subsection E to provide as follows [new language underscored]:

9-7-4: HEARING OFFICER:

(A) Appointment: The city administrator shall appoint one or more qualified hearing officers to perform the functions set forth in this section.

(B) Independent Contractor: A hearing officer shall be employed as an independent contractor of the city and shall not be considered an employee of the city. A hearing officer may be removed, with or without cause, by the city administrator.

(C) Qualifications: To qualify as a hearing officer, an individual must:

1. Be an attorney licensed to practice law in the state of Illinois for at least three (3) years;

ORDINANCE NO. _____

2. Be in good standing with the Illinois Supreme Court attorney registration and disciplinary commission;

3. Complete a formal training program approved by the city administrator and the city attorney consisting of:

(a) Instruction on the rules of procedure of the administrative hearings which he/she will conduct;

(b) Orientation to each subject area of this code that will be adjudicated;

(c) Observation of administrative hearings; and

(d) Participation in hypothetical cases, including ruling on evidence and issuing final orders.

(D) Compensation: Authorization for compensation for a hearing officer shall be made by the mayor and city council through the city's annual budget process. Compensation shall be determined by the city administrator within approved budget limitations.

(E) Authority and Powers: Hearing officers shall have all powers necessary to conduct fair and impartial hearings including, but limited to, the power to:

1. Hold conferences for the settlement or simplification of the issues;

2. Administer oaths and affirmations;

3. Hear testimony and accept evidence that is relevant to the allegation of the violation;

4. Issue subpoenas directing witnesses to appear and give relevant testimony at the hearing, upon the request of the parties or their representatives;

5. Preserve and authenticate the record of the hearing and all exhibits and evidence introduced at the hearing;

6. Issue a determination, based on the evidence presented at the hearing, of whether the violation occurred or exists. The determination shall be in writing and shall include a written finding of fact, decision, and order including the fine, penalty, or action with which the defendant must comply; and

7. Impose penalties consistent with the applicable code provisions and assess costs upon finding a party liable for the charged violation as set forth in this chapter; and

8. Enter orders prohibiting further Code violations or compelling the remediation of existing Code violations within a specified time and authorizing the City to take all necessary steps to remediate Code violations.

SECTION 2: 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

ORDINANCE NO. _____

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 3: Effective Date. This Ordinance shall be in full force and effect upon passage, approval, and publication as provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2026.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2026.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
September 28, 2026

ISSUE STATEMENT

A motion to accept a proposal for a Maintenance Agreement, for the Vactor 2100i, serial number 23-04V-21705, sewer cleaner from Standard Equipment in an amount not to exceed \$8,500. See Exhibit A.

BACKGROUND/HISTORY

Standard Equipment is the certified service agreement vendor for the City's Vactor sewer cleaner and serves as the authorized manufacturer's representative for the equipment.

The three-year service agreement includes inspections and reviews of the equipment to identify potential deficiencies and warranty-related issues involving the truck chassis, hydraulic systems, and electronic components. Any items identified as requiring replacement or repair are subject to review and approval by the City's mechanic prior to authorization.

Standard Equipment is the sole authorized agent for the manufacturer within the applicable geographic region. The proposed agreement is for a three-year term and will be invoiced annually as the attached schedule labeled as Attachment A.

The proposed expenditure is for a three-year maintenance agreement in the total amount of \$25,500, billed annually at \$8,500 per year. Funding for the proposed expenditure would be provided through the following budget line accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27 BUDGET	PROPOSED EXPENDITURE	CONTINGENCY REPAIRS	PROPOSED BALANCE
01-30-4229	Maintenance Vehicles Vactor Service Agreement	\$ 7,500	\$ 4,250	\$ 3,250	\$ 3,250
02-50-4229	Maintenance Vehicles Vactor Service Agreement	\$ 7,500	\$ 4,250	\$ 3250	\$ 3,250

STAFF RECOMMENDATION

Staff recommends approval of a motion to accept a proposal for a Maintenance Agreement, for the Vactor 2100i, sewer cleaner from Standard Equipment in an amount not to exceed \$8,500.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

This item will be on the October 5, 2026 City Council agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October 2026.

AYES: _____

NAYS: _____

ABSENT: _____

CITY OF DARIEN VACTOR MAINTENANCE AGREEMENT 2026-2029					
THREE YEAR MAINTENANCE AGREEMENT TOTAL COST \$25,500 ANNUAL BILLING \$8,500					
FY 26-27					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27 BUDGET	PROPOSED EXPENDITURE	CONTINGENCY REPAIRS	PROPOSED BALANCE
1/30/4229	Maintenance Vehicles Vactor Service Agreement	\$7,500	\$4,250	\$3,250	\$3,250
02-50-4229	Maintenance Vehicles Vactor Service Agreement	\$7,500	\$4,250	\$3,250	\$3,250
FY 27-28				\$0	
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27 BUDGET	PROPOSED EXPENDITURE	CONTINGENCY REPAIRS	PROPOSED BALANCE
1/30/4229	Maintenance Vehicles Vactor Service Agreement	\$7,500	\$4,250	\$3,250	\$3,250
02-50-4229	Maintenance Vehicles Vactor Service Agreement	\$7,500	\$4,250	\$3,250	\$3,250
FY 28-29				\$0	
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26-27 BUDGET	PROPOSED EXPENDITURE	CONTINGENCY REPAIRS	PROPOSED BALANCE
1/30/4229	Maintenance Vehicles Vactor Service Agreement	\$7,500	\$4,250	\$3,250	\$3,250
02-50-4229	Maintenance Vehicles Vactor Service Agreement	\$7,500	\$4,250	\$3,250	\$3,250
THREE YEAR TOTAL COST		\$45,000	\$25,500	\$19,500	\$19,500



Maintenance Agreement

The intent of this Maintenance Agreement is to describe special terms and conditions for the City of Darien with manufacturer-certified technicians, for the **Vactor 2100i, Serial Number: 23-04V-21705**. The proposal has been written to ensure that equipment operated by you will provide the lowest total cost during its useful life.

Prepared January 20, 2026

Definitions:

- The term "you" shall mean Village of City of Darien.
- The term "SECO" shall mean Joe Johnson Equipment LLC dba Standard Equipment, the OEM dealer who represents the manufacturer of the equipment being proposed, Federal Signal (the "Manufacturer").
- The term "Fleet Management" shall mean the City of Darien or his/her designated representative, wherein the equipment will be operated and maintained.
- The term "SECO Principal" shall mean the principal person or his/her designated representative of SECO, whom this contract shall apply.
- The term "equipment" shall mean the Vactor 2100i unit being purchased by you.
- The term "normal workday" shall mean a day which falls on or between Monday and Friday of the calendar week, 52 weeks a year, excluding city holidays. A list of all city holidays shall be supplied to SECO from you upon award of this contract.
- The term "normal working hours" shall mean the time period of a normal workday when City of Darien's main equipment shop and/or maintenance facility is normally open for operation. You shall supply SECO with this information upon award of this contract.
- The term "in-service date" shall mean the date that you place the unit in operation.

General:

1. The maintenance period shall be for a one, two, or three year term beginning at the Purchase Order date.
2. This proposal is based on maximum average annual usage of the Vactor Sewer Cleaner of up to 500 PTO hours per year.
3. You are responsible for providing fuel, tires, towing of unit, insurance, sewer nozzles, and supplying a trained operator for the Sewer Cleaner.
4. SECO has the right to review the requested repair or inspect the Vactor 2100i, PD prior to authorizing any repair or service.

Body (Sewer Cleaner and Equipment)

5. The equipment must be clean and empty (waste and water) prior to the arrival of SECO personnel. SECO will schedule the visit with Fleet Management to provide sufficient time to prepare the equipment. The annual inspection will require that water tanks will be filled at least ¼ capacity for testing.
6. You will be responsible for the daily (8-hour interval) and weekly (25-hour interval) inspection and maintenance of the Sewer Cleaner.
 - a. Daily Checks can be found on page 153 of the Vactor 2100i Operation's Manual.
 - b. Service Checklist can be found on page 174 - 176 of the Vactor 2100i Operation's Manual.
 - c. Pre-Job/Daily Checklist can be found on page 177, PD unit, and 178, Fan unit, of the Vactor 2100i Operation's Manual.
7. You will be responsible for normal wear items as defined by the Manufacturer. This includes nozzles, high pressure hoses, vacuum hoses, and extension tubes.
8. You will be responsible for any repairs or adjustments due to abuse and misuse, neglect, intentional and/or accidental damage, unauthorized repairs, third-party acts, failure to perform preventive maintenance, and any cause other than normal use or operation of the equipment. SECO will perform those repairs at our standard rates.

9. SECO is responsible for the cost and labor of the following:
 - a. Semi-annual (500 hour) and annual (1,000 hour) maintenance requirements.
10. SECO is not responsible for any costs incurred by you when the equipment is being serviced or repaired.
11. This agreement does not cover: CONSEQUENTIAL AND INCIDENTAL DAMAGES, INCLUDING LOSS OF USE OF THE EQUIPMENT, LOSS OF BUSINESS OR DOWN-TIME, PROPERTY DAMAGE, OR LOST DATA RESULTING FROM THE FAILURE OF ANY EQUIPMENT OR FROM DELAYS IN SERVICE OR THE INABILITY TO RENDER SERVICE.
12. If SECO fails to comply with this agreement, SECO shall only be liable to you for the amount you paid for this agreement.
13. All repairs, whether performed by you or SECO, must use parts, fluids, filters, and equipment supplied by the Manufacturer or replacement parts that have been authorized by the Manufacturer as an acceptable substitute.
14. You will be responsible for any repairs or adjustments due to abuse and misuse, neglect and/or accidental damage. SECO will perform those repairs at our standard rates.
15. Normal wear and tear of chassis items will be your responsibility. This includes tires, brakes, windshield wipers, seats, and paint.
16. This Agreement does not cover parts or equipment not manufactured by the Manufacturer.
17. Windshield, windows, and doors that have been cracked or shattered will be your responsibility.
18. All maintenance and repairs must use parts, fluids, filters, and equipment supplied by the Manufacturer or replacement parts that have been authorized by the Manufacturer as an acceptable substitute.

Chassis

19. You will be responsible for the daily (8-hour interval) and weekly (25-hour interval) inspection and maintenance of the Chassis ("Chassis").
20. SECO is responsible for the cost and labor of the following:
 - a. Semi-annual (500 hour) and annual (1,000 hour) maintenance requirements.
21. Normal wear and tear of chassis items will be your responsibility. This includes tires, brakes, windshield wipers, seats, lights, and paint.
22. All maintenance and repairs must use parts, fluids, filters, and equipment supplied by the Chassis manufacturer or replacement parts that have been authorized by the Chassis manufacturer as an acceptable substitute.

Miscellaneous

23. You may not transfer, assign, charge or otherwise dispose of this contract, or any of your rights or obligations arising under it, without SECO prior written consent.
24. This agreement is not renewable.
25. This Agreement sets forth the entire understanding between the parties with respect to the subject matter of this agreement and supersedes all prior agreements or statements regarding the subject matter. There are no representations, warranties, covenants, agreements or collateral understandings, oral or otherwise, express or implied, affecting this instrument not expressly set forth or provided herein.
26. No delay on the part of any party in exercising any of their respective rights hereunder or the failure to exercise the same, nor the acquiescence in or waiver of a breach of any term, covenant or condition of this agreement, shall be deemed or construed to operate as a waiver of such rights or acquiescence thereto except in the specific instance for which given.
27. The invalidity or unenforceability of any provision of this agreement pursuant to any applicable statutes, laws, regulations or otherwise shall not affect the validity or enforceability of the remaining provisions hereof, but this agreement shall be construed as if not containing the provision(s) held invalid or unenforceable in the jurisdiction in which so held, and the remaining provisions of this agreement shall remain in full force and effect.
28. The terms of this Agreement and the performance hereunder shall be governed, construed and interpreted by and under the laws of the State of Illinois.
29. Variation to the agreement: SECO may vary the terms and conditions of this agreement from time to time provided that such changes do not materially affect the nature and quality of the services provided hereunder. Any such changes will be notified to you as soon as is reasonably practicable.
30. This agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

- ☐ 1 Year Maintenance Agreement – \$8,500.00
- ☐ 2 Year Maintenance Agreement –\$17,000.00
- ☐ 3 Year Maintenance Agreement –\$25,500.00

Payment option and method due at time of signing

City of Darien

X

Signature

Name: _____

Date: _____

Joe Johnson Equipment LLC

X

Signature

Name: _____

Date: _____

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
September 28, 2026

ISSUE STATEMENT

A motion accepting a proposal from Spring Grove Nursery for the purchase of parkway trees in an amount not to exceed \$20,267 as per Exhibit A

AND

A motion accepting a proposal from Apex for the delivery, planting and mulching of the parkway trees in an amount not to exceed for \$15,881.50 as per Exhibit A.

BACKGROUND/HISTORY

The 2026 Tree Planting Program includes the following components:

City and Resident 50/50 Parkway Tree Planting Program

Staff has included \$6,000 in funding for the City and Resident 50/50 Parkway Tree Planting Program. Under the program, the City would provide \$3,000 in funding, with participating residents providing the remaining \$3,000, for a total program allocation of \$6,000.

Storm, Perished, General Replacement and Additions

The program would also provide for the planting of 2 to 3-inch caliper trees to replace trees removed due to storm damage, trees that have perished, utility work, vehicular accidents, or other additional plantings.

The program includes various selections of 2 to 3-inch caliper trees, as well as delivery, planting, mulching, and a one-year guarantee. The program's intent is to provide replacement trees at appropriate locations throughout the City while maintaining a variety of species.

Exhibit A is the Cost Summary for the 2026 Tree Planting Program. Attachment A provides the unit costs for the available trees and Attachment B specifies the unit costs for delivery, planting, and mulching.

Subject to final coordination with the contractor and availability of planting stock, tree planting begins October 2026. Please note pending stock availability there may be alternative selections.

Reorganizing the Tree Planting program allowed the City to join a purchasing cooperative to provide cost savings and operational efficiencies. The City has been a member of the Suburban Tree Consortium since 2026.

STAFF RECOMMENDATION

Staff recommends approval of a motion accepting a proposal from Spring Grove Nursery for the purchase of parkway trees in an amount not to exceed \$20,267 as per Exhibit A

AND

Approval of a motion accepting a proposal from Apex for the delivery, planting and mulching of the parkway trees in an amount not to exceed for \$15,881.50 as per Exhibit A.

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

This item will be placed on the October 5, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 5th day of October 2026.**

AYES: _____

NAYS: _____

ABSENT: _____

Spring Grove Nursery Availability for Suburban Tree Consortium -
815.448.2097 * www.SpringGroveNursery.com

Revised 7-15-25

Common Name	Scientific Name	Planting Season	Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028			Fall 2028/Spring 2029			Fall 2029/Spring 2030		
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
Ruby Slippers Amur Maple	Acer ginnala 'Ruby Slippers'	Spring/Fall	228	261	293	251	287	322	256	294	329	268	308	345	282	324	362
State Street Maple	Acer miyabei 'Morton'	Spring/Fall	239	281	334	263	309	368	269	315	375	282	331	394	296	348	414
Deborah Norway Maple	Acer platanoides 'Deborah'	Spring/Fall	214	260	295	235	286	324	239	292	331	251	306	347	264	322	364
Emerald Lustre Norway Maple	Acer platanoides 'Pond'	Spring/Fall	214	260	295	235	286	324	239	292	331	251	306	347	264	322	364
Armstrong Gold Red Maple	Acer rubrum 'Armstrong Gold'	Spring/Fall Caution	239	281	334	263	309	368	269	315	375	282	331	394	296	348	414
Redpointe Red Maple	Acer rubrum 'Redpointe'	Spring/Fall Caution	228	261	314	251	287	345	256	294	352	268	308	369	282	324	388
Sun Valley Red Maple	Acer rubrum 'Sun Valley'	Spring/Fall Caution	228	261	314	251	287	345	256	294	352	268	308	369	282	324	388
Red Sentinel Red Maple	Acer rubrum 'WW Warren'	Spring/Fall Caution													282	324	388
Fall Fiesta Sugar Maple	Acer saccharum 'Baillista'	Spring/Fall	239	281	334	263	309	368	269	315	375	282	331	394	296	348	414
Green Mountain Sugar Maple	Acer saccharum 'Green Mountain'	Spring/Fall	239	281	334	263	309	368	269	315	375	282	331	394	296	348	414
Crescendo Sugar Maple	Acer saccharum 'Morton'	Spring/Fall	239	281	334	263	309	368	269	315	375	282	331	394	296	348	414
Hot Wings Maple	Acer tataricum 'GarAnn'	Spring/Fall	239	281	334	263	309	368	269	315	375	282	331	394	296	348	414
Crimson Sunset Maple	Acer truncatum x A. platanoides 'JFS-KW202'	Spring/Fall	239	281	334	263	309	368	269	315	375	282	331	394	296	348	414
Pacific Sunset Maple	Acer truncatum x A. platanoides 'Warrenred'	Spring/Fall	239	281	334	263	309	368	269	315	375	282	331	394	296	348	414
Autumn Fantasy Maple	Acer x freemani 'Autumn Fantasy'	Spring/Fall	225	260	304	248	286	334	253	292	341	265	306	358	279	322	376
Matador Maple	Acer x freemani 'Baliston'	Spring/Fall	225	260	304	248	286	334	253	292	341	265	306	358	279	322	376
Celebration Maple	Acer x freemani 'Celzam'	Spring/Fall	225	260	304	248	286	334	253	292	341	265	306	358	279	322	376
Autumn Blaze Maple	Acer x freemani 'Jeffersred'	Spring/Fall	225	260	304	248	286	334	253	292	341	265	306	358	279	322	376
Autumn Splendor Horsechestnut	Aesculus amoldiana 'Autumn Splendor'	Spring	250	293	325	275	322	357	281	329	365	295	345	383	310	362	402
Early Glow Buckeye	Aesculus glabra 'JN Select'	Spring	250	293	325	275	322	357	281	329	365	295	345	383	310	362	402
Yellow Buckeye	Aesculus octandra	Spring	250	293	325	275	322	357	281	329	365	295	345	383	310	362	402
Spaeth's Alder	Alnus x spaethii	Spring	228	272	314	251	299	345	256	305	352	268	320	369	282	336	388
Autumn Brilliance Serviceberry	Amelanchier x grandiflora 'Autumn Brilliance'	Spring/Fall	229	261	304	252	287	334	257	294	341	269	308	358	283	324	376
Lustre Allegheny Serviceberry	Amelanchier laevis 'Lustre'	Spring/Fall	229	261	304	252	287	334	257	294	341	269	308	358	283	324	376
River Birch	Betula nigra	Spring	195	229	261	214	252	287	219	257	294	229	269	308	241	283	324
Heritage River Birch	Betula nigra 'Cully'	Spring	195	229	261	214	252	287	219	257	294	229	269	308	241	283	324
Dakota Pinnacle Birch	Betula platyphylla 'Fargo'	Spring	205	241	275	226	265	303	230	270	309	242	284	324	254	298	341
Pyramidal European Hornbeam	Carpinus betulus 'Fastigiata'	Spring	239	281	325	263	309	357	269	315	365	282	331	383	296	348	402
Emerald Avenue Hornbeam	Carpinus betulus 'JFS-KW1CB'	Spring	239	281	325	263	309	357	269	315	365	282	331	383	296	348	402
Rockhampton Red European Hornbeam	Carpinus betulus 'Rockhampton Red'	Spring	239	281	325	263	309	357	269	315	365	282	331	383	296	348	402
Lucas European Hornbeam	Carpinus betulus 'Lucas'	Spring	239	281	325	263	309	357	269	315	365	282	331	383	296	348	402

Spring Grove Nursery Availability for Suburban Tree Consortium - Exhibit B
815.448.2097 * www.SpringGroveNursery.com

Revised 7-15-25

Common Name	Scientific Name	Planting Season	Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028			Fall 2028/Spring 2029			Fall 2029/Spring 2030		
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
American Hornbeam	Carpinus caroliniana	Spring	239	281	325	263	309	357	269	315	365	282	331	383	296	348	402
Firespire American Hornbeam	Carpinus caroliniana 'JN Upright'	Spring	239	281		263	309		269	315		282	331	383	296	348	402
Fire King American Hornbeam	Carpinus caroliniana 'JN Select A'	Spring													296	348	402
JN Strain American Hornbeam	Carpinus caroliniana 'JN Strain'	Spring	239	281		263	309		269	315		282	331	383	296	348	402
Northern Catalpa	Catalpa speciosa	Spring/Fall	214	249	283	235	274	311	239	279	317	251	293	333	264	308	350
Heartland Catalpa	Catalpa speciosa 'Hiawatha'	Spring/Fall	214	249	283	235	274	311	239	279	317	251	293	333	264	308	350
Purple Catalpa	Catalpa x erubescens 'Purpurea'	Spring/Fall	214	249	283	235	274	311	239	279	317	251	293	333	264	308	350
Hackberry	Celtis occidentalis	Spring/Fall	228	272	314	251	299	345	256	305	352	268	320	369	282	336	388
Eastern Redbud	Cercis canadensis	Spring	239	281	325	263	309	357	269	315	365	282	331	383	296	348	402
Yellowwood	Cladrastis kentukea	Spring	250	293	325	275	322	357	280	329	365	294	345	383	309	362	402
Pagoda Dogwood	Cornus alternifolia	Spring/Fall	240	286		264	315		269	321		282	337		297	354	
Golden Glory Corneliancherry Dogwood	Cornus mas 'Golden Glory'	Spring/Fall	240	286		264	315		269	321		282	337		297	354	
Turkish Filbert	Corylus corluma	Spring	239	272		263	299		269	305		282	320		296	336	
Thornless Cockspur Hawthorn	Crataegus crusgalli v. inermis	Spring	207	241	275	228	265	303	232	270	309	244	284	324	256	298	341
Thornless Cockspur Hawthorn	Crataegus virdis 'Winter King'	Spring	207	241	275	228	265	303	232	270	309	244	284	324	256	298	341
Princeton Sentry Ginkgo	Ginkgo biloba 'Princeton Sentry'	Spring/Fall	304	346		334	380		341	388		358	407		376	427	
Autumn Gold Ginkgo	Ginkgo biloba 'Autumn Gold'	Spring/Fall	304	346		334	380		341	388		358	407		376	427	
Skyline Honeylocust	Gleditsia triacanthos 'Skycole'	Spring/Fall	228	272	314	251	299	345	256	305	352	268	320	369	282	336	388
Streetkeeper Honeylocust	Gleditsia triacanthos 'Street Keeper'	Spring/Fall	228	272	314	251	299	345	256	305	352	268	320	369	282	336	388
Northern Sentinel Honeylocust	Gleditsia triacanthos 'JFS GMorgenson1'	Spring/Fall	228	272	314	251	299	345	256	305	352	268	320	369	282	336	388
Kentucky Coffee Tree	Gymnocladus dioica	Spring/Fall	242	286	330	266	315	363	272	321	370	286	337	389	300	354	408
Espresso Kentucky Coffee Tree	Gymnocladus dioica 'Espresso-JFS'	Spring/Fall	242	286	330	266	315	363	272	321	370	286	337	389	300	354	408
Skinny Latte Kentucky Coffee Tree	Gymnocladus dioica 'Morton'	Spring/Fall	242	286	330	266	315	363	272	321	370	286	337	389	300	354	408
True North Kentucky Coffee Tree	Gymnocladus dioica 'UMN Synergy'	Spring/Fall	242	286	330	266	315	363	272	321	370	286	337	389	300	354	408
Moraine Sweetgum	Liquidambar styraciflua 'Moraine'	Spring	250	290	333	275	319	367	280	325	374	294	341	393	309	358	413
Worpelsdon Sweetgum	Liquidambar styraciflua 'Worpelsdon'	Spring	250	290	333	275	319	367	280	325	374	294	341	393	309	358	413
Tulip Tree	Liriodendron tulipifera	Spring	250	290	333	275	319	367	280	325	374	294	341	393	309	358	413
Emerald City Tulip Tree	Liriodendron tulipifera 'JFS-Oz'	Spring	250	290	333	275	319	367	280	325	374	294	341	393	309	358	413
Amur Maackia	Maackia amurensis	Spring/Fall	229	260		252	286		257	292		269	306		283	322	
White Shield Osage Orange	Maclura pomifera 'White Shield'	Spring/Fall	229	260	304	252	286	334	257	292	341	269	306	358	283	322	376
Butterflies Magnolia	Magnolia acuminata 'Butterflies'	Spring	229	260		252	286		257	292		269	306		283	322	

✓ Pending
Stock

Spring Grove Nursery Availability for Suburban Tree Consortium - Exhibit B
815.448.2097 * www.SpringGroveNursery.com

Revised 7-15-25

Common Name	Scientific Name	Planting Season	Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028			Fall 2028/Spring 2029			Fall 2029/Spring 2030		
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
Firebird Crabapple	Malus sargentii 'Select A'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Golden Raindrops Crabapple	Malus 'Schmidtcutleaf'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Profusion Crabapple	Malus 'Profusion'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Red Jewel Crabapple	Malus 'Jewelcole'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Royal Raindrops Crabapple	Malus 'JFS-KW5'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Sargent Tina Crabapple	Malus sargentii 'Tina'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Show Time Crabapple	Malus 'Sholizam'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Spring Snow Crabapple	Malus 'Spring Snow'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Gladiator Crabapple	Malus x adstringens 'Durleo'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Ruby Dayze Crabapple	Malus 'JFS-KW139MX'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Raspberry Spear Crabapple	Malus 'JFS-KW213MX'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Starlite Crabapple	Malus x 'Jeflite'	Spring/Fall	195	235		223	258		227	263		238	276		250	290	
Dawn Redwood	Melasequoia glyptostroboides	Spring	224	257	300	247	282	330	252	288	337	264	302	354	278	317	372
American Hophornbeam	Ostrya virginiana	Spring	239	281	325	263	309	357	269	315	365	282	331	383	296	348	402
Autumn Treasure Hophornbeam	Ostrya virginiana 'JFS-KW5'	Spring	239	281	325	263	309	357	269	315	365	282	331	383	296	348	402
Exclamation London Planetree	Platanus x acerifolia 'Morton Circle'	Spring	217	260	304	238	286	334	243	292	341	255	306	358	268	322	376
Monumental London Planetree	Platanus x acerifolia 'Morton Naper'	Spring				238	286	334	243	292	341	255	306	358	268	322	376
Quaking Aspen	Populus tremuloides	Spring	217	260	304	238	286	334	243	292	341	255	306	358	268	322	376
Swedish Columnar Aspen	Populus tremuloides 'Erecta'	Spring	217	260	304	238	286	334	243	292	341	255	306	358	268	322	376
Prairie Gold Aspen	Populus tremuloides 'NE-Arb'	Spring	217	260	304	238	286	334	243	292	341	255	306	358	268	322	376
Pink Flair Cherry	Prunus sargentii 'JFS-KW58'	Spring/Fall	213	247	282	234	272	310	239	277	316	251	291	332	263	305	348
Canada Red Chokecherry	Prunus virginiana 'Canada Red'	Spring/Fall	202	235	268	223	258	295	227	263	300	238	276	315	250	290	331
White Oak	Quercus alba	Spring	261	300	346	287	330	380	294	337	388	308	354	407	324	372	427
Swamp White Oak	Quercus bicolor	Spring	250	300	346	275	330	380	280	337	388	294	354	407	309	372	427
Beacon Oak	Quercus bicolor 'Bonniss and Mike'	Spring	261	300	346	287	330	380	294	337	388	308	354	407	324	372	427
American Dream Oak	Quercus bicolor 'JFS-KW12'	Spring	261	300	346	287	330	380	294	337	388	308	354	407	324	372	427
Shingle Oak	Quercus imbricaria	Spring	250	300	346	275	330	380	280	337	388	294	354	407	309	372	427
Bur Oak	Quercus macrocarpa	Spring	261	300	346	287	330	380	294	337	388	308	354	407	324	372	427
Cobblestone Oak	Quercus macrocarpa 'JFS-KW14'	Spring	261	300	346	287	330	380	294	337	388	308	354	407	324	372	427
Urban Pinnacle Oak	Quercus macrocarpa 'JFS-KW3'	Spring	261	300	346	287	330	380	294	337	388	308	354	407	324	372	427
Chinkapin Oak	Quercus muehlenbergii	Spring	261	300	346	287	330	380	294	337	388	308	354	407	324	372	427
Crimson Spire Oak	Quercus robur x Q. alba 'Crimschmidt'	Spring	250	300	346	275	330	380	280	337	388	294	354	407	309	372	427
Streetspire Oak	Quercus robur x Q. alba 'JFS-KW1QX'	Spring	250	300	346	275	330	380	280	337	388	294	354	407	309	372	427
Regal Prince Oak	Quercus robur x Q. bicolor 'Long'	Spring	250	300	346	275	330	380	280	337	388	294	354	407	309	372	427
Kindred Spirit Oak	Quercus robur x Q. bicolor 'Nadler'	Spring	250	300	346	275	330	380	280	337	388	294	354	407	309	372	427
Red Oak	Quercus rubra	Spring	250	300	346	275	330	380	280	337	388	294	354	407	309	372	427
Heritage Oak	Quercus x macdanielii 'Clemons'	Spring	250	300	346	275	330	380	280	337	388	294	354	407	309	372	427
Scarlett Letter Oak	Quercus x 'Scarlett Letter'	Spring	250	300	346	275	330	380	280	337	388	294	354	407	309	372	427
Purple Robe Black Locust	Robinia pseudoacacia 'Purple Robe'	Spring	201	245	278	222	270	306	226	275	313	237	288	328	249	303	345
Ivory Silk Japanese Tree Lilac	Syringa reticulata 'Ivory Silk'	Spring/Fall	239	281	325	263	309	357	269	315	365	282	331	383	296	348	402
Syringa pekinensis 'Morton'	Beijing Gold Tree Lilac	Spring/Fall													296	348	402

Pending Stock

Spring Grove Nursery Availability for Suburban Tree Consortium - Exhibit B
815.448.2097 * www.SpringGroveNursery.com

Revised 7-15-25

Common Name	Scientific Name	Planting Season	Fall 2025/Spring 2026			Fall 2026/Spring 2027			Fall 2027/Spring 2028			Fall 2028/Spring 2029			Fall 2029/Spring 2030		
			2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"	2.0"	2.5"	3.0"
Great Wall Japanese Tree Lilac	Syringa pekinensis 'WFH2'	Spring/Fall	239	281	325	283	309	357	269	315	365	282	331	383	296	348	402
Snowdance Lilac	Syringa reticulata 'Bailnce'	Spring/Fall	239	281	325	283	309	357	269	315	365	282	331	383	296	348	402
Dwarf Korean Lilac	Syringa meyeri 'Palibin'	Spring/Fall	239	281	325	283	309	357	269	315	365	282	331	383	296	348	402
Bald Cypress	Taxodium distichum	Spring	217	257	300	238	282	330	243	288	337	255	302	354	268	317	372
Green Whisper Bald Cypress	Taxodium distichum 'JFS-SGPN'	Spring	217	257	300	238	282	330	243	288	337	255	302	354	268	317	372
Shawnee Brave Bald Cypress	Taxodium distichum 'Mickelson'	Spring	217	257	300	238	282	330	243	288	337	255	302	354	268	317	372
American Sentry Linden	Tilia americana 'McKSentry'	Spring/Fall	229	272	314	252	299	345	257	305	352	269	320	369	283	336	388
Redmond American Linden	Tilia americana 'Redmond'	Spring/Fall	229	272	314	252	299	345	257	305	352	269	320	369	283	336	388
Greenspire Littleleaf Linden	Tilia cordata 'Greenspire'	Spring/Fall	229	272	314	252	299	345	257	305	352	269	320	369	283	336	388
Green Mountain Silver Linden	Tilia tomentosa 'Green Mountain'	Spring/Fall	229	272	314	252	299	345	257	305	352	269	320	369	283	336	388
Jefferson American Elm	Ulmus americana 'Jefferson'	Spring/Fall	229	272	314	252	299	345	257	305	352	269	320	369	283	336	388
Princeton American Elm	Ulmus americana 'Princeton'	Spring/Fall	229	272	314	252	299	345	257	305	352	269	320	369	283	336	388
New Horizon Elm	Ulmus japonica x pumila 'New Horizon'	Spring/Fall	229	272	314	252	299	345	257	305	352	269	320	369	283	336	388
Accolade Elm	Ulmus japonica x wilsoniana 'Morton'	Spring/Fall	229	272	314	252	299	345	257	305	352	269	320	369	283	336	388
Triumph Elm	Ulmus 'Morton Glossy'	Spring/Fall	229	272	314	252	299	345	257	305	352	269	320	369	283	336	388

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

Revised 8/15/25	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"	32-37.5"	38-41.5"	42-47.5"	48-53.5"
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:							
	46.00	51.50	55.60	54.25	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	56.50	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			

**CITY OF DARIEN TREE PLANTING PROGRAM SCHEDULE 2026
CITY TREE REPLACEMENTS-50/50 TREE PROGRAM
SPRING GROVE NURSERY & APEX**

Exhibit A

50/50 TREE PROGRAM 2 INCH										
50/50 PARTICIPATION TO BE CONFIRMED	DIAMETER	SPECIES	SPRING GROVE TREE COST	SPRING GROVE EXTENDED TREE COST	DELIVERY/PLANTING AND MULCHING APEX	APEX EXTENDED PLANTING COST	SUBTOTAL TREE COST AND PLANTING	CITY COSTS	RESIDENT COST	TOTAL TREE COST
1	2.00	Heartland Northern Catalpa	\$ 235.00	\$ 235.00	\$190.75	\$ 190.75	\$ 425.75	\$ 212.88	\$ 212.88	\$ 425.75
1	2.00	Purple Catalpa	\$ 235.00	\$ 235.00	\$190.75	\$ 190.75	\$ 425.75	\$ 212.88	\$ 212.88	\$ 425.75
0	2.00	Hacky Berry	\$ 251.00	\$ -	\$190.75	\$ -	\$ 441.75	\$ -	\$ -	\$ -
1	2.00	Skyline Honey Locust	\$ 251.00	\$ 251.00	\$190.75	\$ 190.75	\$ 441.75	\$ 220.88	\$ 220.88	\$ 441.75
1	2.00	Golden Raindrops Crabapple	\$ 235.00	\$ 235.00	\$190.75	\$ 190.75	\$ 425.75	\$ 212.88	\$ 212.88	\$ 425.75
1	2.00	Exclamation London Plant tree	\$ 238.00	\$ 238.00	\$190.75	\$ 190.75	\$ 428.75	\$ 214.38	\$ 214.38	\$ 428.75
0	2.00	Beacon Oak	\$ 287.00	\$ -	\$190.75	\$ -	\$ 477.75	\$ -	\$ -	\$ -
1	2.00	Dream Oak	\$ 275.00	\$ 275.00	\$190.75	\$ 190.75	\$ 465.75	\$ 232.88	\$ 232.88	\$ 465.75
1	2.00	Swamp White Oak	\$ 275.00	\$ 275.00	\$190.75	\$ 190.75	\$ 465.75	\$ 232.88	\$ 232.88	\$ 465.75
1	3.5"	Burr Oak	\$ 287.00	\$ 287.00	\$297.25	\$ 297.25	\$ 584.25	\$ 292.13	\$ 292.13	\$ 584.25
1	2.00	Regal Prince Oak	\$ 275.00	\$ 275.00	\$190.75	\$ 190.75	\$ 465.75	\$ 232.88	\$ 232.88	\$ 465.75
1	2.00	Ivory Silk Lilac	\$ 263.00	\$ 263.00	\$190.75	\$ 190.75	\$ 453.75	\$ 226.88	\$ 226.88	\$ 453.75
1	2.00	Green Spire Linden	\$ 252.00	\$ 252.00	\$190.75	\$ 190.75	\$ 442.75	\$ 221.38	\$ 221.38	\$ 442.75
1	2.00	Jefferson Elm	\$ 252.00	\$ 252.00	\$190.75	\$ 190.75	\$ 442.75	\$ 221.38	\$ 221.38	\$ 442.75
1	2.00	Triumph Elm	\$ 252.00	\$ 252.00	\$190.75	\$ 190.75	\$ 442.75	\$ 221.38	\$ 221.38	\$ 442.75
13	2.5"			\$ 3,325.00		\$ 2,586.25		\$ 2,955.63	\$ 2,955.63	\$ 5,911.25

PARKWAY TREE REPLACEMENTS - 2 INCH								
QUANTITY	DIAMETER	SPECIES	SPRING GROVE TREE COST	SPRING GROVE EXTENDED TREE COST	DELIVERY/PLANTING AND MULCHING APEX	APEX EXTENDED PLANTING COST	TREE AND PALNTING	CITY COSTS
3	2.00	Heartland Northern Catalpa	\$ 235.00	\$ 705.00	\$ 190.75	\$ 572.25	\$ 1,277.25	\$ 1,277.25
3	2.00	Northern Catalpa	\$ 235.00	\$ 705.00	\$ 190.75	\$ 572.25	\$ 1,277.25	\$ 1,277.25
4	2.00	Hacky Berry	\$ 251.00	\$ 1,004.00	\$ 190.75	\$ 763.00	\$ 1,767.00	\$ 1,767.00
3	2.00	Skyline Honey Locust	\$ 251.00	\$ 753.00	\$ 190.75	\$ 572.25	\$ 1,325.25	\$ 1,325.25
4	2.00	Golden Raindrops Crabapple	\$ 235.00	\$ 940.00	\$ 190.75	\$ 763.00	\$ 1,703.00	\$ 1,703.00
4	2.00	Exclamation London Plant tree	\$ 238.00	\$ 952.00	\$ 190.75	\$ 763.00	\$ 1,715.00	\$ 1,715.00
4	2.00	Beacon Oak	\$ 287.00	\$ 1,148.00	\$ 190.75	\$ 763.00	\$ 1,911.00	\$ 1,911.00
3	2.00	Dream Oak	\$ 275.00	\$ 825.00	\$ 190.75	\$ 572.25	\$ 1,397.25	\$ 1,397.25
4	2.00	Swamp White Oak	\$ 275.00	\$ 1,100.00	\$ 190.75	\$ 763.00	\$ 1,863.00	\$ 1,863.00
4	3.50	Burr Oak	\$ 287.00	\$ 1,148.00	\$ 297.25	\$ 1,189.00	\$ 2,337.00	\$ 2,337.00
3	2.00	Regal Prince Oak	\$ 275.00	\$ 825.00	\$ 190.75	\$ 572.25	\$ 1,397.25	\$ 1,397.25
4	2.00	Ivory Silk Lilac	\$ 263.00	\$ 1,052.00	\$ 190.75	\$ 763.00	\$ 1,815.00	\$ 1,815.00
4	2.00	Green Spire Linden	\$ 252.00	\$ 1,008.00	\$ 190.75	\$ 763.00	\$ 1,771.00	\$ 1,771.00
4	2.00	Jefferson Elm	\$ 252.00	\$ 1,008.00	\$ 190.75	\$ 763.00	\$ 1,771.00	\$ 1,771.00
4	2.00	Triumph Elm	\$ 252.00	\$ 1,008.00	\$ 190.75	\$ 763.00	\$ 1,771.00	\$ 1,771.00
55				\$ 14,181.00		\$ 10,917.25	\$ 25,098.25	\$ 25,098.25

PARKWAY TREE REPLACEMENTS 75th STREET - 3 INCH								
QUANTITY	DIAMETER	SPECIES	SPRING GROVE TREE COST	SPRING GROVE EXTENDED TREE COST	DELIVERY/PLANTING AND MULCHING APEX	APEX EXTENDED PLANTING COST	SUB TOTAL PLANTING COSTS	CITY COSTS
0	3	European Pyramidal Hornbeam	\$ 357.00	\$ -	\$297.25	\$ -	\$ -	\$0.00
1	3	Northern Catalpa	\$ 311.00	\$ 311.00	\$297.25	\$ 297.25	\$ 608.25	\$608.25
1	3	Common Hackberry	\$ 345.00	\$ 345.00	\$297.25	\$ 297.25	\$ 642.25	\$642.25
1	3	Skyline Honeylocust	\$ 345.00	\$ 345.00	\$297.25	\$ 297.25	\$ 642.25	\$642.25
1	3	Swamp White Oak	\$ 380.00	\$ 380.00	\$297.25	\$ 297.25	\$ 677.25	\$677.25
0	3	American Sentry Linden	\$ 345.00	\$ -	\$297.25	\$ -	\$ -	\$0.00
0	3	Redmond Linden	\$ 345.00	\$ -	\$297.25	\$ -	\$ -	\$0.00
1	3	Greenspire Littleleaf Linden	\$ 345.00	\$ 345.00	\$297.25	\$ 297.25	\$ 642.25	\$642.25
1	3	Triumph Elm	\$ 345.00	\$ 345.00	\$297.25	\$ 297.25	\$ 642.25	\$642.25
1	3	Accolade Elm	\$ 345.00	\$ 345.00	\$297.25	\$ 297.25	\$ 642.25	\$642.25
1	3	Princeton Elm	\$ 345.00	\$ 345.00	\$297.25	\$ 297.25	\$ 642.25	\$642.25
8				\$ 2,761.00		\$2,378.00	\$ 5,139.00	\$ 5,139.00

TOTAL COST BREAKDOWN PER VENDOR				\$ 20,267.00		\$ 15,881.50		
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TREE PROGRAM COST SCHEDULE					
ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26/27 BUDGET	PROPOSED EXPENDITURE	RESIDENT REIMBURSEMENT	PROPOSED BALANCE
01-30-4350	Forestry-Residential 50/50 Program - Parkway Replacement City Expense	\$ 3,000.00	\$ 2,955.63	N/A	\$ 44.38
01-30-4350	Forestry-Residential 50/50 Program - Resident Reimbursement Expense	\$ 3,000.00	\$ 2,955.63	\$ 2,955.63	\$ 44.38
01-30-4350	Forestry-Parkway Replacement Trees-City Removals	\$ 25,000.00	\$ 25,098.25	N/A	\$ (98.25)
01-30-4350	Forestry-Replacement Trees - 75th Street	\$ 5,000.00	\$ 5,139.00	N/A	\$ (139.00)
TOTALS		\$ 36,000.00	\$ 36,148.50	\$ 2,955.63	\$ (148.50)

	Apex-Labor 2"	2026 Cost		Apex-Labor 3"	2026 Cost
	2-inch tree planting/installation	\$ 132.00		3-inch tree planting/installation	\$ 220.00

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
September 28, 2026

ISSUE STATEMENT

A motion to extend a contract to Yellowstone Landscape in an amount not to exceed \$190,520.00 for the City's 2026/27 Tree Trimming and Removal Program. See Exhibit A.

AND

A motion for landscape restoration in the amount of \$2,480.

BACKGROUND/HISTORY

The proposed Tree Trimming Program consists of trimming approximately 1,750 parkway trees, along with approximately 45 tree removals and stump grinding. The following subdivisions are scheduled to be trimmed:

- Farmingdale Ridge
- Farmingdale South
- Carriage Greens
- Brookridge Creek
- Rosewood
- Sawmill Creek
- Bailey Park
- Marco Court
- Villas of Carriage Greens
- Norman Court
- Brookhaven Manor
- Pine Parkway
- Knottingham Circle Condos
- Regency Grove South
- Pinehurst
- Smart Oaks Glen
- Westminster Circle
- Carriage Way West

This year's program also includes contract pricing for a Private Property Tree Trimming Program, which will be available to all City residents. The program would allow residents to have trees located on their private property trimmed or removed, including stump grinding, at the resident's expense.

Tree trimming includes the removal of perished, diseased, interfering, and weak branches, as well as the removal of lower branches as requested by the property owner.

The contract provides the following unit pricing for private-property tree services:

Private Property Tree Trimming		
Tree Trimming – Front Yard	Each	\$368.00
Tree Trimming - Back Yard	Each	\$735.00
Tree Removal per BH (Front)	Per Inch	\$153.00
Tree Removal per DBH (Back)	Per Inch	\$204.00
Stump Grinding – Front	Each	\$306.00
Stump Grinding - Back	Each	\$459.00

The contract also calls for unit pricing for emergency tree services through November 30, 2027. Please find the bid results, labeled Attachment A, which were opened on November 12, 2025. The

City received two (2) responsive bids. This contract represents optional contract extensions available to the City for the 2026/27 and 2027/28 contract periods. The vendor has acknowledged and agreed to the 2026/27 contract extension. See Attachment B. The final contract extension will be formally considered by the City at a future date as part of the 2027/28 Tree Trimming Program.

DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	COST
Tree Trimming	Each	1,750	\$ 72.00	\$ 126,000.00
Tree Removal per DBH & Ash Borer Removals	Per Inch	375	\$ 82.00	\$ 30,750.00
Stump Removal - (restoration \$5,000 not included)	Each	45	\$ 306.00	\$ 13,770.00
Emergency Storm and Hazards	Lump Sum	1	\$ 15,000.00	\$ 15,000.00
Contingency	Lump Sum	1	\$ 5,000.00	\$ 5,000.00
Total Cost				\$ 190,520.00

The proposed expenditure would be expended from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26/27 BUDGET	PROPOSED EXPENDITURE	LANDSCAPE RESTORATION	PROPOSED BALANCE
01-30-4375	Tree Trimming & Removal	\$193,000.00	\$190,520.00	\$2,480	\$0.00

STAFF RECOMMENDATION

Staff recommends a motion to extend a contract to Yellowstone Landscape in an amount not to exceed \$190,520.00 for the City's 2026/27 Tree Trimming and Removal Program as per the unit prices.

AND

A motion for landscape restoration in the amount of \$2,480.

COMMITTEE RECOMMENDATION

As directed by the Committee.

ALTERNATE DECISION

As directed by the City Council.

DECISION MODE

This item will be placed on the October 5, 2026 City Council agenda for formal consideration.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 5th day of October, 2026.

AYES: _____

NAYS: _____

ABSENT: _____

SEALED BID: 2025 Tree Trimming Program

OPENING DATE/TIME: November 12, 2025 11:30 a.m.

City of Darien Parkway			Homer Tree Care, Inc.						Yellowstone Landscape					
			bid bond						bid bond					
Fiscal Year			2025/2026		2026/2027		2027/2028		2025/2026		2026/2027		2027/2028	
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming	Each	1,750	\$ 115.00	\$ 201,250.00	\$ 115.00	\$ 201,250.00	\$ 115.00	\$ 201,250.00	\$ 70.00	\$ 122,500.00	\$ 72.00	\$ 126,000.00	\$ 74.00	\$ 129,500.00
Tree Removal per DBH	Per Inch	100	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 35.00	\$ 3,500.00	\$ 80.00	\$ 8,000.00	\$ 82.00	\$ 8,200.00	\$ 84.00	\$ 8,400.00
Misc Stump Removal	Each	20	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00	\$ 200.00	\$ 4,000.00	\$ 300.00	\$ 6,000.00	\$ 306.00	\$ 6,120.00	\$ 313.00	\$ 6,260.00
Subtotal - Section A				\$ 208,750.00		\$ 208,750.00		\$ 208,750.00		\$ 136,500.00		\$ 140,320.00		\$ 144,160.00
DESCRIPTION	UNIT	PROPOSED UNITS	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
Tree Trimming-Front Yard	Each	1	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 360.00	\$ 360.00	\$ 368.00	\$ 368.00	\$ 376.00	\$ 376.00
Tree Trimming-Back Yard	Each	1	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 700.00	\$ 720.00	\$ 720.00	\$ 735.00	\$ 735.00	\$ 750.00	\$ 750.00
Tree Removal per DBH (Front)	Per Inch	1	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00	\$ 36.00	\$ 150.00	\$ 150.00	\$ 153.00	\$ 153.00	\$ 157.00	\$ 157.00
Tree Removal per DBH (Back)	Per Inch	1	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 65.00	\$ 200.00	\$ 200.00	\$ 204.00	\$ 204.00	\$ 209.00	\$ 209.00
Stump Grinding-Front	Each	1	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 306.00	\$ 306.00	\$ 313.00	\$ 313.00
Stump Grinding-Back	Each	1	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 300.00	\$ 450.00	\$ 450.00	\$ 459.00	\$ 459.00	\$ 469.00	\$ 469.00
Subtotal - Section B				\$ 1,801.00		\$ 1,801.00		\$ 1,801.00		\$ 2,180.00		\$ 2,225.00		\$ 2,274.00
Emergency Services	Hourly	40	\$ 800.00	\$ 32,000.00	\$ 800.00	\$ 32,000.00	\$ 800.00	\$ 32,000.00	\$ 450.00	\$ 18,000.00	\$ 450.00	\$ 18,000.00	\$ 450.00	\$ 18,000.00
TOTAL - SECTIONS A, B & C				\$ 242,551.00		\$ 242,551.00		\$ 242,551.00		\$ 156,680.00		\$ 160,545.00		\$ 164,434.00

Regina Kokkinis

From: Marrs, Jeff <jmarrs@yellowstonelandscape.com>
Sent: Wednesday, September 23, 2026 1:09 PM
To: Dan Gombac
Cc: Regina Kokkinis
Subject: Re: 2026-27 Darien tree trimming

Yellowstone Landscape is confirming that we are accepting the contract extension for 2026-2027.

Jeff Marrs

Tree - Business Development Manager

Certified Arborist IL0948A / CTSP Certified /
 OSHA 30 Certified

23490 W Andrew Road, Plainfield, IL 60585

jarrs@yellowstonelandscape.com



From: Dan Gombac <dgombac@darienil.gov>
Sent: Wednesday, September 23, 2026 1:00 PM
To: Marrs, Jeff <jmarrs@yellowstonelandscape.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>
Subject: Re: 2026-27 Darien tree trimming

Correct

From: Marrs, Jeff <jmarrs@yellowstonelandscape.com>
Sent: Wednesday, 23 September 2026 12:18:13
To: Dan Gombac <dgombac@darienil.gov>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>
Subject: Re: 2026-27 Darien tree trimming

Am I correct to assume that everything in the contract is the same as the existing contract that we are currently working under with the exception of the pricing that is listed.

Jeff Marrs

Tree - Business Development Manager

Certified Arborist IL0948A / CTSP Certified / OSHA 30 Certified

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[cid:f6ebf7b73d46112320286ba5c1a5029948f8ab13] 23490 W Andrew Road, Plainfield, IL 60585

[cid:9293c4574c2dce9607453fad6d30f49974429ea5] jmarrrs@yellowstonelandscape.com<mailto:jmarrrs@yellowstonelandscape.com>

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From: Dan Gombac <dgombac@darienil.gov>
Sent: Wednesday, September 23, 2026 11:58 AM
To: Marrs, Jeff <jmarrrs@yellowstonelandscape.com>
Cc: Regina Kokkinis <rkokkinis@darienil.gov>
Subject: RE: 2026-27 Darien tree trimming

Good morning Jeff,

Thank you for your telephone conversation yesterday regarding the extension of the Tree Trimming Program for the 26/27 season. Through this email, we are confirming yellowstone's acceptance of the contract extension as per the att contract pricing. Again, we look forward to working with Yellowstone.

Sincerely,

Daniel Gombac
Director of Municipal Services

CITY OF DARIEN CONTRACT

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

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

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

The Invitation to Bid

The Instructions to the Bidders

This Contract

The Terms and Conditions

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

All Certifications required by the City

Certificates of insurance

Performance and Payment Bonds as may be required by the CITY

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

Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien and Tree Trimming, Removals and Stump Grinding for Private Properties (Hereinafter referred to as the "WORK") and the CITY agrees to pay the CONTRACTOR pursuant to the provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 *et seq.*) the following amount for performance of the described unit prices.

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

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

SECTION 5: INDEMNIFICATION AND INSURANCE: The CONTRACTOR shall indemnify and hold harmless the CITY, PARK DISTRICT, its officials, officers, directors, agents, employees and representatives and assigns, from lawsuits, actions, costs (including attorneys' fees), claims or liability of any character, incurred due to the alleged negligence of the CONTRACTOR, brought because of any

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

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

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

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

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

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

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

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

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

FOR: THE CITY

By: _____

Print Name: _____

Title: Mayor _____

Date: _____

FOR: THE CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

SECTION II

BIDDER SUMMARY SHEET

**Unit Pricing for Tree Trimming, Removals and Stump Grinding within the City of Darien Parkways
and Tree Trimming, Removals and Stump Grinding for Private Properties 2025/2026**

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

Firm Name: Yellowstone Landscape

Address: 23940 W. Andrew Rd

City, State, Zip Code: Plainfield IL 60585

Contact Person: Jeff Morris

FEIN #: 80-0144269

Phone: (708) 932-1323 Fax: ()

E-mail Address: jmorris@yellowstonelandscape.com

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

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Schedule of Prices – 2026/27

Item No.	Items	Unit	Quantity	Unit Price	Total
A	City of Darien Program				
A 1	Tree Trimming-Parkways	Each	1750	\$ 72	\$ 126,000
A 2	Tree Removal cost per DBH	Per Inch	100	\$ 82	\$ 8,200
A 3	Stump Removal	Each	20	\$ 306	\$ 6,120
	Sub-Total A1 – A3				\$ 140,320
B	Private Property Program				
B 1	Tree Trimming - Front Yard	Each	1	\$ 368	\$ 368
B 2	Tree Trimming - Back Yard	Each	1	\$ 735	\$ 735
B 3	Tree Removal cost per DBH - Front yard	Per Inch	1	\$ 153	\$ 153
B 4	Tree Removal cost per DBH - Back yard	Per Inch	1	\$ 204	\$ 204
B 5	Stump Grinding – Front Yard	Each	1	\$ 306	\$ 306
B 6	Stump Grinding – Back Yard	Each	1	\$ 459	\$ 459
	Sub-Total B1 – B6				\$ 2,225
C	Emergency Services				
C 1	2 man crew with operating equipment, bucket truck and 15 cubic yard capacity truck with a 100 hp brush chipper	Hourly	40	\$ 450	\$ 18,000
	Sub-Total C1				\$ 18,000
	Total Cost Sections A, B and C				\$ 160,545
	Bid Bond is 5% of Total Costs- Sections A, B and C				

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

MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE

Monday, August 24, 2026

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

ABSENT: None

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

Establish Quorum

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

Old Business

There was no old business to discuss.

New Business

b. Ordinance - Amending Title 4 (Building Regulations), Chapter 3 (Sign Code) to allow electronic message centers by-right, subject to certain development standards.

Mr. Ryan Murphy, City Planner, reported that the Planning, Zoning, and Economic Development Commission had recommended the ordinance update to match current standards and give electronic signs the same allowances as manual signs currently have in the code. He reported that there would be some limitations, including static messages, a 30-second minimum, and lighting standards.

Mr. Dan Gombac, Director, stated that the timing of the messages could be up to the Committee, and that industry standards have a seven-second minimum, while the marquee sign is currently on an eight-second rotation.

Chairperson Belczak questioned if there are other places that haven't brought their message timing under ten seconds.

Mr. Gombac clarified that there were none he knew of.

The Committee confirmed that they would find eight seconds sufficient for message timing.

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

Alderman Stompanato made a motion, seconded by Alderman Schauer to approve an Ordinance amending Title 4 (Building Regulations), Chapter 3 (Sign Code) to allow electronic message centers by-right, subject to certain development standards, with the amendment that minimum timing be changed from 30 seconds to eight seconds.

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

c. Discussion – Amendments to Title 7, Health and Sanitation, of the City Code (RE: Storage of LRS Bins).

Mr. Murphy reported that staff had brought this discussion to the council in March based on complaints and confusion caused by LRS bins. He reported that they were looking at a few options, the first being to establish performance standards, the second being to carve out exceptions with existing rules, and the third being to consider front yard allowances.

Mr. Gombac reported that the original ordinance would cause an inconvenience or hazard in winter. He stated that the remedy from staff would be the third option, and they would still field calls.

Mr. Murphy stated that they would create an enforceable ordinance if that option was chosen.

Alderman Ted Schauer suggested that they may allow front yard usage from December 15 through March 15 with the third option.

Alderman Ralph Stompanato suggested that bushes may be used as screening depending on the grading of the home.

Mr. Gombac suggested timing the seasonal allowance with LRS and yard waste.

There was some discussion regarding HOA regulations for garbage.

Mr. Murphy stated they would bring the discussion back with some modifications.

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

a. PZC-26-14 – Variation (402 Plainfield Road – Pramveer Singh) – A petition from Pramveer Singh for variations from Darien Zoning Ordinance to permit the construction of a walk-in cooler with a zero side yard setback on the west side of the convenience store located at 402 Plainfield Road, Darien IL 60561 (PIN 09-27-206-009).

Mr. Murphy reported that the City Council had previously approved a beer and wine license for the petitioner, and to support retail operations they would like to add on a beer cave/walk-in cooler. He reported that the building currently did not comply with the building ordinance, that the existing property predates the ordinance. He stated that there had been one public comment against alcohol sales, and the PZEDC built in the recommendations from the neighbor veterinarian as conditions with a 4-1 approval. He further reported that the petitioner revised the request to include landscaping on the other area of the property.

Alderman Schauer clarified that the vet would be in support as long as the conditions were met.

There was some discussion regarding other establishments with walk-in coolers.

Mr. Murphy clarified that there would be a gate flush with the building. He further clarified that approval would be required by the Community Development Director.

The Committee clarified that as long as the veterinarian was satisfied with the conditions, there should be no issue with the proposed.

Alderman Schauer made a motion, seconded by Alderman Stompanato to approve PZC-26-14 – Variation (402 Plainfield Road – Pramveer Singh) – A petition from Pramveer Singh for variations from Darien Zoning Ordinance to permit the construction of a walk-in cooler with a zero side yard setback on the west side of the convenience store located at 402 Plainfield Road, Darien IL 60561 (PIN 09-27-206-009).

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

d. Ordinance – Adoption of updated model building and related codes.

Mr. Murphy reported that earlier in 2025 they had adopted the 2021 code, had not formally adopted one model.

Mr. Gombac clarified that this was simply a clean-up of the code.

There was some clarification regarding fire codes.

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

Alderman Stompanato made a motion, seconded by Alderman Schauer to approve an Ordinance adoption of updated model building and related codes.

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

**e. Minutes – July 27, 2026 Municipal Services Committee
August 3, 2026 Municipal Services Committee**

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

Alderman Schauer made a motion, seconded by Alderman Stompanato to approve the July 27, 2026 Municipal Services Committee Meeting Minutes.

Upon voice vote, the MOTION CARRIED 2-1.

AYES: Belzak, Schauer

ABSTAINS: Stompanato

Alderman Stompanato made a motion, seconded by Alderman Schauer to approve the August 3, 2026 Municipal Services Committee Meeting Minutes.

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

Director's Report

Mr. Gombac reported that ComEd pushed up the Plainfield Wall project. He reported that the drop date would be September 11th.

He reported that Public Works has been very busy following the storms, and they would be one to two weeks behind on jobs, but projects were still on target.

He reported that the Shell station still had a good deal of work to do, and that the former TGIF property has the demo fence up.

He reported that flood surveyors were out following the recent flooding events.

Next Scheduled Meeting

Chairperson Belczak announced that the next meeting is scheduled for Monday, September 28, 2026.

ADJOURNMENT

With no further business before the Committee, Alderman Stompanato made a motion, seconded by Alderman Schauer to adjourn. Upon voice vote, the MOTION CARRIED UNANIMOUSLY, and the meeting adjourned at 7:01 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belczak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman