

AGENDA
Municipal Services Committee
May 27, 2025
6:00 P.M. – Council Chambers

1. Call to Order & Roll Call

2. Establishment of Quorum

3. Old Business

4. New Business

- a. **Motion** – Approving the purchase of one Monroe 18” Rear Cross Conveyor Spreader for use on a truck #105 from Monroe Truck Equipment, in an amount not to exceed \$22,378.00
- b. **Motion** – Accepting a proposal from Precision Pavement Marking, Inc., at the proposed unit prices, in an amount not to exceed \$16,000.00 for the 2025 Road Striping Program.
- c. **Motion** – Accepting the proposal of a 12-month subscription for the Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600.
- d. **Motion** – Authorizing the purchase of sewer truck nozzles, headsets and accessories from Standard Equipment Company for the Vactor Equipment, at the proposed unit prices in an amount not to exceed \$25,721.50.
- e. **Motion** – Accepting a proposal from Samsara, Inc., for the hardware and accessories to accommodate the installation and software of the fleet tracking and licenses for a three-year contract and extension in an amount not to exceed \$5,066.11 for the first year terms
- f. **Motion** – Accepting a proposal for the purchase and installation of a tank monitor for the replacement of the public works fuel tank gauge from B & K Equipment in an amount not to exceed \$14,699.41
- g. **Resolution** - Authorizing the Mayor to execute an Intergovernmental Agreement with the County of DuPage for a cost share of a right-of-way enhancement project at the southeast corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue.
- h. **PZC 2025-09** - Approval of a text amendment to Title 6B of the City Code, Street Division, to add Chapter 8, establishing a Tree Protection Ordinance.
- i. **PZC2025-08 - 8337 Grandview Lane – Daniel Dobrzynski** - A petition for a variation from Section 5A-5-8-2-4 of the City Code to permit a fence 6 feet in height within the corner side and rear yard of 8337 Grandview Lane, Darien IL 60561 (PIN 09-31-401-005).
- j. **PZC2025-10 - 2330 Green Valley Road – Brennan O’Brien** - A petition for a variation from Section 5A-5-8-2-4 of the City Code to permit a fence 6 feet in height within the corner side and rear yard of 2330 Green Valley Road, Darien IL 60561 (PIN 09-29-402-013).

- k. [PZC2025-07 - 6624 Richmond Avenue – Maria Saenz](#) - A petition from Maria Saenz for a plat of subdivision to subdivide the property at 6624 Richmond Avenue (PIN 09-22-104-056) into two lots, and a variation from Section 5A-7-2-5 of the City Code to allow for the creation of a lot less than 120 feet in depth within the Single Family Residence (R-2) District, which still meets the minimum lot area requirement.
- l. [PZC2025-12 - 7322 Darien Lane – Mark Garber](#) - Petition from Mark Garber for a variation from Section 5A-11-3-4 of the City Code to permit a paved accessory RV/trailer parking to be placed within the required five-foot side yard setback of 7322 Darien Lane, Darien IL 60561 (PIN 09-27-108-014).
- m. [PZC2025-11 - 7415 Cass Avenue – Indvestia Darien LLC](#) - Petition from Indvestia Darien LLC for a Special Use Permit to allow the establishment of a recreational facility/health club within an existing building located in the B-2 Community Shopping Center District at 7415 South Cass Avenue, Darien IL 60561 (PIN 09-27-108-033).
- n. [PZC2024-09 - 7511 Lemont Road – Chestnut Court Darien IL LLC](#) –
 - 1. Rezone - A request to change the zoning for the project site from B-3 (General Business District) to M-U (Mixed-Use). Petition from Chestnut Court Darien IL, LLC for the rezoning and redevelopment of the Chestnut Court shopping center located in the B-3 (General Business) zoning district at the southeast corner of 75th Street and Lemont Road, commonly known as 7511 Lemont Road (PINs 09-29-300-008, 09-29-300-022, 09-29-300-023, 09-29-300-024, and 9-29-300-025).
 - 2. Variations - Petition from Chestnut Court Darien IL, LLC for the following variations for the redevelopment of the Chestnut Court shopping center located in the B-3 (General Business) zoning district at the southeast corner of 75th Street and Lemont Road, commonly known as 7511 Lemont Road (PINs 09-29-300-008, 09-29-300-022, 09-29-300-023, 09-29-300-024, and 9-29-300-025). The variations are as follows:
 - a. A variation to allow for ground-floor residential for a multifamily apartment building;
 - b. A variation to reduce the required parking ratio from 2 spaces per dwelling unit to 1 space per dwelling unit;
 - c. The construction of three (3) retail buildings totaling 107,165 square-feet and one 151,196 square-foot four-story 156-unit multifamily apartment building comprised of studio, one-bedroom and two-bedroom units, with residential amenities including a fitness room, club room, storage, and outdoor recreation areas, with an option to increase the number of units to a total of 166-units;
- o. Minutes – [April 28, 2025](#) Municipal Services Committee

5. Director's Report

6. Next scheduled meeting – June 23, 2025

7. Adjournment

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
May 27, 2025

ISSUE STATEMENT

A motion approving the purchase of one Monroe 18" Rear Cross Conveyor Spreader for use on a truck #105 from Monroe Truck Equipment, in an amount not to exceed \$22,378.00. See **Exhibit A**.

BACKGROUND/HISTORY

The Municipal Services Department maintains rural shoulder area with an aggregate stone throughout the year. The proposed equipment is an attachment for larger vehicles and referred to as a tailgate spreader. The stone tailgate spreader is mounted on the back of a dump truck to spread gravel uniformly through a hydraulic auger. It allows for efficient and uniform application of aggregate on the shoulder area if non-curbed roads, construction sites. The equipment will also assist in required aggregate backfill infrastructure operations for storm sewer and rehabilitation projects. The department declared an existing 1990 unit as surplus in 2019 and the proposed unit will be adaptable to all the large dump trucks.

This equipment will be purchased through the Sourcewell Purchasing Cooperative, under contract #062222-AEB, see **Attachment A**.

The FY25/26 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY25/26 BUDGET	EXPENDITURE	BALANCE
01-30-4815	Capital Purchases - Equipment	\$24,000	\$22,378	\$1,622

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of the motion as presented.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

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

AYES: _____

NAYS: _____

ABSENT: _____

For questions or to place an order, contact
HAWKEYE TRUCK EQUIPMENT at
515-289-1755 or 1-800-622-8223.

MS10312

GENERAL SPECIFICATIONS

WIDTH: 103"
DEPTH*: 28.46 OAL
HEIGHT*: 26.94 OAL
ENDPLATES: 1/4"

CONVEYOR SPECIFICATIONS

ADJUSTABLE FEED GATE (X2): 10" X 10"
DISCHARGE: LEFT AND/OR RIGHT
BELT WIDTH: 12"
BELT THICKNESS: 3/8"

MS10318

GENERAL SPECIFICATIONS

WIDTH: 103"
DEPTH*: 34.46 OAL
HEIGHT*: 26.94 OAL
ENDPLATES: 1/4"

CONVEYOR SPECIFICATIONS

ADJUSTABLE FEED GATE (X2): 10" X 16"
DISCHARGE: LEFT AND/OR RIGHT
BELT WIDTH: 18"
BELT THICKNESS: 3/8"



Shown with Optional Spinner Assembly
and Berm Chute



Optional 4' Extension with caged rollers.

Features:

- Spreads A Wide Variety of Material Which Includes All Types of Aggregate and Hot Mix Asphalt.
- Performs Shoulder Maintenance, Rut-Filling, Asphalt-Patching and Ice Control.
- Available in a 12" or 18" Conveyor Width.
- Bi-directional Conveyor Provides Driver Side or Passenger Side Discharge.
- Quick Attach/Detach, Self-Leveling Mounting Hardware.
- Hi-Temp Straight Belt With Flexible Stainless Splicing.
- Caged Design Drive and Idler Pulleys.
- Poly Support Rollers with Stainless Steel Shaft, Which Eliminates the Need for Bearings.
- Heavy Duty Bearing and Belt Adjustment.

Options:

- 4' Extension with Belt to Mount to Hydraulic Truck Conveyor
- Light Package - Stop, Turn & Tail with 3-Light Cluster
- Sand Bag Attachment
- Corrosion-Resistant Stainless Steel
- Spinner Assembly
- Reversing Valve
- Berm Chute

Q: Why should I use a Monroe Rear Cross Conveyor Spreader?

A: The Monroe Rear Cross Conveyor spreader is designed to spread all types of aggregate, hot mix and even soil when used in conjunction with a standard dump body. It is ideal for shoulder maintenance, edge rut filling, patching and ice control. Available from Monroe in either a 12" or 18" wide belt, these versatile units are low-maintenance, self-cleaning units that are great for the small municipal entity that needs to spread abrasives in the winter, yet can't afford a separate shouldering machine for spring and summer work.



- Available in Manual or Hydraulic Actuation
- Bolt-On Replaceable 1/2" x 4" Skid Shoe Weldments
- 24" Wide Leveling Box
- Height Adjustable Leveling Blade
- Universal Left or Right Hand Mounts
- Can Be Raised Up and Out of the Way for Transport
- Unit Slides on Six Heavy Duty UHMW Slider Blocks for Better Support
- Powder Coat Black
- Available for Monroe MS10318 Rear Cross Conveyor
- 1/4" x 2-1/2" x 2-1/2" Slider Angles for Support of Leveling Box





812 Draper Avenue
Joliet, IL 60432
Sales Rep: Kendall Blumeyer
Ph:
www.MonroeTruck.com

J.O. #

Quotation ID: 48D0006379-1

Date: 4/21/2025

Valid thru: 5/21/2025

Terms: NET 30

Quoted by: Bob Drews

Ph/Fax: 815-280-4237 / 815-727-5429

Quoted to:

DARIEN PUBLIC WORKS (IL) (ATTN:)

1041 S FRONTAGE RD

DARIEN, IL 60561

Ph: 630-887-0008 / Fax: 630-887-0091

Email:

CROSS CONVEYOR



Chassis Information

Year:	Make:	Model:	Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

Description

SOURCEWELL CONTRACT # 062222-AEB

Amount

MONROE 18" REAR CROSS CONVEYOR SPREADER

- MILD STEEL CONSTRUCTION
- BI-DIRECTIONAL CONVEYOR
- QUICK ATTACH/DETACH SELF-LEVELING MOUNTING HARDWARE
- HI-TEMP STRAIGHT BELT W/ FLEXIBLE STAINLESS SPLICING
- CAGED DESIGN DRIVE & IDLER PULLEYS
- POLY SUPPORT ROLLERS W/ STAINLESS STEEL SHAFT
- HEAVY-DUTY BEARING & BELT ADJUSTMENT
- POWDER COATED ORANGE
- HYDRAULIC BERM MASTER
- *** NOT INSTALLED ***

Quote Total: \$17,828.00

**** NOTICE: We are closely monitoring the tariff situation very carefully. Aebi Schmidt North America and its Monroe brand manufacture products in the United States, so the direct impact of current tariffs will be moderate. Although we make significant efforts to source components domestically, this is not always feasible. At this time, we cannot predict the potential cost increases that may arise through our supply chain or from further tariffs. We understand that this may raise concerns, and we want to assure you that we are working hard to minimize any impact on our customers and if cost increases need to be applied to existing or future orders, we will discuss these changes with our customers upfront.**

Additional Options:

Description

12" MILD STEEL BERMING CHUTE

Amount \$83.00 Add to quote? Yes / No

INSTALLATION OF CROSS CONVEYOR AND BERM MASTER

\$4,467.00 Yes / No

Terms & Conditions

- Terms are Due Upon Receipt unless prior credit arrangements are made at the time of order.
- Please note if chassis is furnished, it is as a convenience and terms are Net Due on Receipt of Chassis.
- Restocking fees may be applicable for cancelled orders.
- MTE is not responsible or liable for equipment that does not meet local/state regulations if those laws are not made known at time of order.

By signing and accepting this quote, the customer agrees to the terms listed above and has confirmed that all chassis information listed above is accurate to chassis specs.

Re-Assign (Required for all pool units): <input type="checkbox"/> Fleet <input type="checkbox"/> Retail	MSO/MCO (ONLY check if legally required): <input type="checkbox"/> MCO <input type="checkbox"/> MSO
Customer Signature:	Customer P.O. Number: Date of Acceptance:

General Terms and Conditions for the Sale of Goods
by Subsidiaries of ASH North America, Inc.

\$22,378



812 Draper Avenue
Joliet, IL 60432
Sales Rep: Kendall Blumeyer
Ph:
www.MonroeTruck.com

J.O. #

Quotation ID: 48D0006379-1

Date: 4/21/2025

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DARIEN PUBLIC WORKS (IL) (ATTN:)

1041 S FRONTAGE RD

DARIEN, IL 60561

Ph: 630-887-0008 / Fax: 630-887-0091

Email:

CROSS CONVEYOR



Chassis Information

Year:	Make:	Model:	Chassis Color:	Cab Type:
Single/Dual:	CA:	CT:	Wheelbase:	Engine:
			F.O. Number #:	Vin:

Monroe Truck Equipment, Inc. is pleased to offer the following quote for your review:

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SOURCEWELL CONTRACT # 062222-AEB

Amount

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Customer Signature:	Customer P.O. Number:	Date of Acceptance:

General Terms and Conditions for the Sale of Goods
by Subsidiaries of ASH North America, Inc.

\$22,378

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
May 27, 2025

ISSUE STATEMENT

A motion accepting a proposal from Precision Pavement Marking, Inc., at the proposed unit prices, in an amount not to exceed \$16,000.00 for the 2025 Road Striping Program.

BACKGROUND/HISTORY

The Street Striping Program includes the placement of various thermal plastic quantities for Crosswalks, Only's, Only Arrows, Center Lanes, and Stop Bars for the City's roadways as required throughout the year.

As part of our continuing effort to work with the DuPage Municipal Purchasing Initiative (MPI), municipalities are afforded an opportunity to participate in the joint purchasing of goods and services. This service is specifically for the material and services as it relates to Road Striping. The County of DuPage recently awarded a contract for the 2025 Pavement Marking Maintenance to Precision Pavement Marking, Inc. The joint purchasing section allows municipalities to utilize the services of Precision Pavement Marking, Inc., at the contract bid prices. The proposal from Precision Pavement Marking, Inc., including the unit price bid tab is attached. See **Attachment A**.

The FY25-26 Budget includes funds for the 2025 Road Striping Program and would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY25/26 BUDGET	PROPOSED EXPENDITURE
03-60-4261	Pavement Striping	\$ 16,000.00	\$ 16,000.00

STAFF RECOMMENDATION

The staff recommends accepting a proposal from Precision Pavement Marking, Inc., at the proposed unit prices, in an amount not to exceed \$16,000.00 for the 2025 Road Striping Program.

ALTERNATE CONSIDERATION

As recommended by the Committee.

DECISION MODE

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 5th day of May 2025.**

AYES: _____

NAYS: _____

ABSENT: _____

DuPage County Division of TransportationProject: **2025 Pavement Marking Maintenance** Sec. No: **25-PVMKG-13-GM**Date of Letting: **March 20, 2025 2:00 P.M.**

Item No.	Items	Unit	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	17400	\$5.12	89,088.00	\$4.50	78,300.00	\$9.00	156,600.00	NO BID	NO BID				
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	37000	\$0.73	27,010.00	\$0.70	25,900.00	\$0.85	31,450.00						
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	62000	\$1.04	64,480.00	\$0.85	52,700.00	\$1.50	93,000.00						
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	7100	\$1.40	9,940.00	\$1.35	9,585.00	\$3.20	22,720.00						
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	39000	\$2.08	81,120.00	\$2.00	78,000.00	\$4.50	175,500.00						
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	6800	\$5.17	35,156.00	\$4.50	30,600.00	\$9.00	61,200.00						
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	594500	\$0.33	196,185.00	\$0.25	148,625.00	\$0.40	237,800.00						
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	560	\$6.24	3,494.40	\$6.00	3,360.00	\$12.00	6,720.00						
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	8300	\$0.91	7,553.00	\$0.85	7,055.00	\$1.00	8,300.00						
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	2900	\$1.04	3,016.00	\$1.10	3,190.00	\$1.50	4,350.00						
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	190	\$1.53	290.70	\$2.25	427.50	\$4.00	760.00						
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	1200	\$2.08	2,496.00	\$3.50	4,200.00	\$6.00	7,200.00						
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	450	\$6.24	2,808.00	\$6.00	2,700.00	\$12.00	5,400.00						
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	820	\$3.35	2,747.00	\$3.05	2,501.00	\$12.00	9,840.00						
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	121200	\$0.55	66,660.00	\$0.55	66,660.00	\$1.00	121,200.00						
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$36.40	18,200.00	\$35.00	17,500.00	\$60.00	30,000.00						
17	REPLACEMENT REFLECTOR	EACH	500	\$10.40	5,200.00	\$10.00	5,000.00	\$20.00	10,000.00						
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	500	\$1.14	570.00	\$1.00	500.00	\$1.00	500.00						
Bidder's Proposal for making Entire Improvements				\$616,014.10		\$536,803.50		\$982,540.00		\$0.00		\$0.00			
Quantities shown above include Base Bid + Alternates B															
Base Bid only				\$475,125.03	\$475,125.03	\$416,018.75	\$416,018.75	\$761,152.95	\$761,152.95						
Alternate A: Base Bid + Alternate A				\$55,605.24	\$530,730.27	\$51,519.25	\$467,538.00	\$51,941.40	\$813,094.35						
Alternate B: Base Bid + Alternates A & B				\$32,581.11	\$563,311.38	\$28,499.30	\$496,037.30	\$53,432.90	\$915,795.00						
As-Read total (if different from calculated total)								\$982,343.00							

RETURN WITH BID



SCHEDULE OF PRICES
(TOTAL BID: BASE BID PLUS ALTERNATIVES A & B)

Contractor's Name: **Precision Pavement Marking, Inc.**

Local Public Agency: **County of DuPage**

County: **DuPage**

Section: **25-PVMKG-13-GM**

Route: **2025 Pavement Marking**

Maintenance

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	17109	\$4.50	76,990.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	36872	\$0.70	25,810.40
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	60773	\$0.85	51,657.05
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	7100	\$1.35	9,585.00
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	38698	\$2.00	77,396.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	6695	\$4.50	30,127.50
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	452062	\$0.25	113,015.50
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	524	\$6.00	3,144.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	8052	\$0.85	6,844.20
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	2845	\$1.10	3,129.50
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	190	\$2.25	427.50
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	1200	\$3.50	4,200.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	411	\$6.00	2,466.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	820	\$3.05	2,501.00
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	119533	\$0.55	65,743.15

RETURN WITH BID

16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$35.00	17,500.00
17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	500	\$1.00	500.00
Bidder's Proposal for making entire improvements (Base + All Alternatives)				\$496,037.30	

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

RETURN WITH BID

SCHEDULE OF PRICES (BASE BID)

Contractor's Name: **Precision Pavement Marking, Inc.**
 Local Public Agency: **County of DuPage**
 County: **DuPage**
 Section: **25-PVMKG-13-GM**
 Route: **2025 Pavement Marking Maintenance**

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	13719	\$4.50	61,735.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	33057	\$6.70	23,139.90
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	49342	\$8.35	41,940.70
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	6573	\$1.35	8,873.55
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	29732	\$2.00	59,464.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4852	\$4.50	21,834.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	425186	\$0.25	106,296.50
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	342	\$6.00	2,052.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	6441	\$8.35	5,474.85
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	2281	\$1.10	2,509.10
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	42	\$2.25	94.50
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	901	\$3.50	3,153.50
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	359	\$6.00	2,154.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	609	\$3.05	1,857.45
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	95344	\$0.55	52,439.20
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$35.00	17,500.00
17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	500	\$1.00	500.00
Bidder's Proposal for making entire improvements (Base Bid only)				\$416,018.75	

RETURN WITH BID

SCHEDULE OF PRICES (ALT. A)

Contractor's Name: **Precision Pavement Marking, Inc.**
 Local Public Agency: **County of DuPage**
 County: **DuPage**
 Section: **25-PVMKG-13-GM**
 Route: **2025 Pavement Marking Maintenance**

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	2299		10,345.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1745		1,221.50
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	8150		6,927.50
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	527		711.45
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	5679		11,358.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1385		6,232.50
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT			
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	182		1,092.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	1611		1,369.35
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	564		620.40
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	148		333.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	299		1,046.50
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	52		312.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	211		643.55
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	16920		9,306.00
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH			
17	REPLACEMENT REFLECTOR	EACH			
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT			
Bidder's Proposal for making entire improvements (Alt. A)					\$51,519.25

RETURN WITH BID

SCHEDULE OF PRICES (ALT. B)

Contractor's Name: **Precision Pavement Marking, Inc.**
 Local Public Agency: **County of DuPage**
 County: **DuPage**
 Section: **25-PVMKG-13-GM**
 Route: **2025 Pavement Marking Maintenance**

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1091	\$4.50	4,909.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2070	\$0.70	1,449.00
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	3281	\$0.85	2,788.85
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT		\$0.45	
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	3287	\$2.00	6,574.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	458	\$4.40	2,061.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	26876	\$0.25	6,719.00
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT		\$5.00	
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT		\$0.40	
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT		\$0.10	
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT		\$2.25	
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT		\$0.50	
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT		\$5.00	
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT		\$3.00	
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	7269	\$0.55	3,997.95
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH		\$45.00	
17	REPLACEMENT REFLECTOR	EACH		\$100.00	
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT		\$1.00	
Bidder's Proposal for making entire improvements (Alt. B)				\$28,499.30	

RETURN WITH BID

**SCHEDULE OF PRICES
(BID SUMMARY)**

Contractor's Name: **Precision Pavement Marking, Inc.**
Local Public Agency: **County of DuPage**
County: **DuPage**
Section: **25-PVMKG-13-GM**
Route: **2025 Pavement Marking
Maintenance**

BID SUMMARY

BASE BID TOTAL	\$416,018.75
ALT. A TOTAL	\$51,519.25
BASE BID + ALT. A	\$467,538.00
ALT. B TOTAL	\$28,499.30
BASE BID + ALT. A + ALT. B	\$496,037.30



Local Public Agency Formal Contract

Contractor's Name

Precision Pavement Markings, Inc.

Contractor's Address

1220 Bell Court

City

Pingree Grove

State

IL

Zip Code

60140

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

25-PVMKG-13-GM

Street Name/Road Name

2025 Pavement Marking Maintenance

Type of Funds

Motor Fuel Tax

☒ CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

Official Title

Department of Transportation

☐ Concurrence in approval of award

Regional Engineer Signature & Date

Local Public Agency	Local Street/Road Name	County	Section Number
County of DuPage	2025 Pavement Marking Maintenance	DuPage	25-PVMKG-13-GM

1. THIS AGREEMENT, made and concluded the _____ day of _____ between the County _____ of _____, known as the party of the first part, and Precision Pavement Markings, Inc., its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-PVMKG-13-GM in County of DuPage, approved by the Illinois Department of Transportation on _____, are essential documents of this contract and are a part hereof.

4. IN WITNESS WHEREOF, the said parties have executed this contract on the date above mentioned.

Attest: The _____ County _____ of DuPage
Local Public Agency Type Name of Local Public Agency

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

Precision Pavement Markings, Inc.

President, Party of the Second Part Signature & Date

By:



 04/10/2025

(SEAL, if required by the LPA)

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

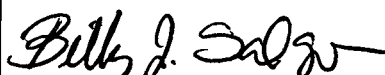
Partners doing Business under the firm name of
Party of the Second Part

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

 04/10/2025

(SEAL, if required by the LPA)



Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	Various	25-PVMKG-13-GM

Bond information to be returned to Local Public Agency at Div. of Trans., 421 N. County Farm Rd, Wheaton, IL 60187
Complete Address

We, Precision Pavement Markings, Inc. 1220 Bell Court, Pingree Grove, IL 60140
Contractor's Name and Address

a/an Corporation organized under the laws of the State of Illinois as PRINCIPAL, and
State

Ohio Farmers Insurance Company, 1 Park Circle, PO Box 5001, Westfield Center, OH 44251-5001
Surety Name and Address

as SURETY, are held and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of
FOUR HUNDRED NINETY SIX THOUSAND THIRTY SEVEN DOLLARS AND 30/100

Dollars (\$496,037.30) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves,
successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

WHEREAS, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that the said Principal has entered into a written contract with the LPA acting through its awarding authority for the construction of work on the above sections, which contract is hereby referred to and made a part hereof, as if written herein at length, and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW, THEREFORE, if the said Principal shall perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to it for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages, direct and indirect, that may be suffered or sustained on account of such work during the time of the performance thereof and until the said work shall have been accepted, and shall hold the LPA and its awarding authority harmless on account of any such damages and shall in all respects fully and faithfully comply with all the provisions, conditions and requirements of said contract, then this obligation shall be void; otherwise it shall remain in full force and effect.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 10th day of April, 2025
Day Month and Year

PRINCIPAL

Company Name

Precision Pavement Markings, Inc.

By Billy J. Salazar, Corporate Secretary

Signature & Date

Billy J. Salazar 4/10/25

Attest

Signature & Date

CS 4/10/25

Company Name

By

Signature & Date

Attest

Signature & Date

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

STATE OF IL
COUNTY OF Kane

I, Alma Rosa Benitez, a Notary Public in and for said county, do hereby certify that
Notary Name

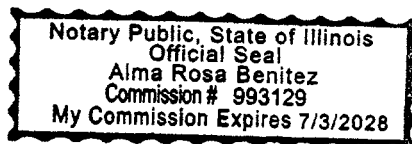
Billy J. Salazar, Alfredo Salazar Jr.

Insert name of Individuals signing on behalf of PRINCIPAL

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of PRINCIPAL, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of April, 2025
Day Month, Year

(SEAL)



Notary Public Signature & Date

Alma Rosa Benitez

Date commission expires 7/3/2028

SURETY

Name of Surety

Ohio Farmers Insurance Company

John G. Kelly
Title Attorney-In-Fact

By:

John G. Kelly

STATE OF IL
COUNTY OF Winnebago

I, Cole Turman, a Notary Public in and for said county, do hereby certify that
Notary Name

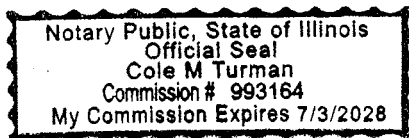
John G. Kelly

Insert name of Individuals signing on behalf of SURETY

who is/are each personally known to me to be the same person(s) whose name(s) is/are subscribed to the foregoing instrument on behalf of SURETY, appeared before me this day in person and acknowledged respectively, that he/she/they signed and delivered said instrument freely and voluntarily for the uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of April, 2025
Day Month, Year

(SEAL)



Notary Public Signature & Date

Cole M. Turman 4-10-25

Date commission expires 7-3-28

Approved this _____ day of _____
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date

County

Local Public Agency Type

Clerk

Awarding Authority

County of DuPage

Awarding Authority Signature & Date

General
Power
of Attorney

POWER NO. 1211492 06

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOHN G. KELLY, CRAIG N. FLYNN, LINDA M. SUND, PHILIP M. BENNETT, SANDY J. ALVAREZ, KEVIN MADDEN, MICHAEL THIER, SHELLEY L. SAMAN, JOINTLY OR SEVERALLY

of **ELGIN** and State of **IL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit**, and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **05th** day of **JUNE** A.D., **2024**.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By:
Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this **05th** day of **JUNE** A.D., **2024**, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

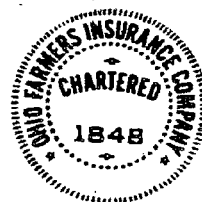


State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this **10th** day of **April** A.D., **2025**



Frank A. Carrino, Secretary



COVER SHEET

Proposal Submitted By:

Contractor's Name

Precision Pavement Marking, Inc.

Contractor's Address

1220 Bell Court

City

Pingree Grove

State

IL

Zip Code

60140

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

25-PVMKG-13-GM

Route(s) (Street/Road Name)

2025 Pavement Marking Maintenance

Type of Funds

Motor Fuel Tax

☒ Proposal Only ☐ Proposal and Plans ☐ Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature

Date

Submitted/Approved

County Engineer/Superintendent of Highways

Date

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

For a Municipal Project

Submitted/Approved/Passed

Signature

Date

Official Title

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature

Date

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	25-PVMKG-13-GM	2025 Pavement Marking Maintenance

NOTICE TO BIDDERS

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

421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187	until	2:00 PM	on	03-20-25
Address		Time		Date

Sealed proposals will be opened and read publicly at the office of the DuPage County Division of Transportation

421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187	at	2:00 PM	on	03-20-25
Address		Time		Date

DESCRIPTION OF WORK

Location	Project Length
Various County Routes	

Proposed Improvement

Removal of existing pavement markings and installation of thermoplastic, urethane, and spray thermoplastic pavement markings, and recessed pavement markers.

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

online at https://www.dupagecounty.gov/government/departments/transportation/doing_business/bids_and_lettings.php or by contacting the Division of Transportation at (630) 407-6900.

2. ■ Prequalification

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

3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.

4. The following Forms shall be returned by the bidder to the Awarding Authority:

- Local Public Agency Formal Contract Proposal (BLR 12200)
- Schedule of Prices (DuPage County version of BLR 12201)
- Proposal Bid Bond (BLR 12230)
- DuPage County Apprenticeship or Training Program Certification**
(all Apprenticeship/Training Registration Number(s) and/or Certificate(s) need to be included with this form)
- Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
- DuPage County - Required Vendor Ethics Disclosure Statement**
- IRS Form W-9: Request for Taxpayer Identification Number and Certification**
- Three (3) References Form**
- Joint Purchasing Authorization**

5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.

6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.

8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.

9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	25-PVMKG-13-GM	2025 Pavement Marking Maintenance

PROPOSAL

- Proposal of Precision Pavement Marking, Inc.

Contractor's Name

1220 Bell Court Pingree Grove, IL 60140

Contractor's Address
- The plans for the proposed work are those prepared by _____
and approved by the Department of Transportation on _____.
- The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the " Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
- The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
- The undersigned agrees to complete the work within _____ working days or by 8/9/25* & 11/29/25** unless additional time is granted in accordance with the specifications.
- The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond of check shall be forfeited to the Awarding Authority.
- Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
- The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
- The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
- A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: County Treasurer of DuPage.
The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	25-PVMKG-13-GM	2025 Pavement Marking Maintenance

CONTRACTOR CERTIFICATIONS

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

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

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

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

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

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
County of DuPage	DuPage	25-PVMKG-13-GM	2025 Pavement Marking Maintenance

SIGNATURES

(If an individual)

Signature of Bidder		Date
Business Address		
City	State	Zip Code


(If a partnership)

Firm Name		
Signature		Date
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name		
Precision Pavement Markings, Inc.		
Signature		Date
		04/17/2025
Title		
Vice President		
Business Address		
1220 Bell Court		
City	State	Zip Code
Pingree Grove	IL	60140

Insert Names of Officers

President
Alfredo Salazar

Attest:

Billy J. Salazar

Secretary

Secretary

Billy J. Salazar

Treasurer

Alfredo Salazar Jr.

RETURN WITH BID



SCHEDULE OF PRICES
(TOTAL BID: BASE BID PLUS ALTERNATIVES A & B)

Contractor's Name: **Precision Pavement Marking, Inc.**

Local Public Agency: **County of DuPage**

County: **DuPage**

Section: **25-PVMKG-13-GM**

Route: **2025 Pavement Marking**

Maintenance

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	17109	\$4.50	76,990.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	36872	\$0.70	25,810.40
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	60773	\$0.85	51,657.05
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	7100	\$1.35	9,585.00
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	38698	\$2.00	77,396.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	6695	\$4.50	30,127.50
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	452062	\$0.25	113,015.50
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	524	\$6.00	3,144.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	8052	\$0.85	6,844.20
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	2845	\$1.10	3,129.50
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	190	\$2.25	427.50
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	1200	\$3.50	4,200.00
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	411	\$6.00	2,466.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	820	\$3.05	2,501.00
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	119533	\$0.55	65,743.15

RETURN WITH BID

16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$35.00	17,500.00
17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	500	\$1.00	500.00
Bidder's Proposal for making entire improvements (Base + All Alternatives)				\$496,037.30	

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

RETURN WITH BID

SCHEDULE OF PRICES (BASE BID)

Contractor's Name: **Precision Pavement Marking, Inc.**
 Local Public Agency: **County of DuPage**
 County: **DuPage**
 Section: **25-PVMKG-13-GM**
 Route: **2025 Pavement Marking Maintenance**

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	13719	\$4.50	61,735.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	33057	\$6.70	23,139.90
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	49342	\$8.35	41,940.70
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	6573	\$1.35	8,873.55
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	29732	\$2.00	59,464.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4852	\$4.50	21,834.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	425186	\$0.25	106,296.50
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	342	\$6.00	2,052.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	6441	\$8.35	5,474.85
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	2281	\$1.10	2,509.10
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	42	\$2.25	94.50
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	901	\$3.50	3,153.50
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	359	\$6.00	2,154.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	609	\$3.05	1,857.45
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	95344	\$0.55	52,439.20
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$35.00	17,500.00
17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	500	\$1.00	500.00
Bidder's Proposal for making entire improvements (Base Bid only)				\$416,018.75	

RETURN WITH BID

SCHEDULE OF PRICES (ALT. A)

Contractor's Name: **Precision Pavement Marking, Inc.**
 Local Public Agency: **County of DuPage**
 County: **DuPage**
 Section: **25-PVMKG-13-GM**
 Route: **2025 Pavement Marking Maintenance**

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	2299		10,345.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1745		1,221.50
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	8150		6,927.50
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	527		711.45
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	5679		11,358.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1385		6,232.50
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT			
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	182		1,092.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	1611		1,369.35
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	564		620.40
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	148		333.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	299		1,046.50
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	52		312.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	211		643.55
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	16920		9,306.00
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH			
17	REPLACEMENT REFLECTOR	EACH			
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT			
Bidder's Proposal for making entire improvements (Alt. A)					\$51,519.25

RETURN WITH BID

SCHEDULE OF PRICES (ALT. B)

Contractor's Name: **Precision Pavement Marking, Inc.**
 Local Public Agency: **County of DuPage**
 County: **DuPage**
 Section: **25-PVMKG-13-GM**
 Route: **2025 Pavement Marking Maintenance**

Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1091	\$4.50	4,909.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2070	\$0.70	1,449.00
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	3281	\$0.85	2,788.85
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT		\$0.45	
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	3287	\$2.00	6,574.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	458	\$4.40	2,061.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	26876	\$0.25	6,719.00
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT		\$5.00	
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT		\$0.40	
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT		\$0.10	
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT		\$2.25	
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT		\$0.50	
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT		\$5.00	
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT		\$3.00	
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	7269	\$0.55	3,997.95
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH		\$45.00	
17	REPLACEMENT REFLECTOR	EACH		\$100.00	
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT		\$1.00	
Bidder's Proposal for making entire improvements (Alt. B)				\$28,499.30	

RETURN WITH BID

**SCHEDULE OF PRICES
(BID SUMMARY)**

Contractor's Name: **Precision Pavement Marking, Inc.**
Local Public Agency: **County of DuPage**
County: **DuPage**
Section: **25-PVMKG-13-GM**
Route: **2025 Pavement Marking
Maintenance**

BID SUMMARY

BASE BID TOTAL	\$416,018.75
ALT. A TOTAL	\$51,519.25
BASE BID + ALT. A	\$467,538.00
ALT. B TOTAL	\$28,499.30
BASE BID + ALT. A + ALT. B	\$496,037.30



Apprenticeship and Training Program Certification

RETURN WITH BID

Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	Various County Routes	25-PVMKG-13-GM

All contractors are required to complete the following certification

- ☒ For this contract proposal or for all bidding groups in this deliver and install proposal.
- ☐ For the following deliver and install bidding groups in this material proposal.

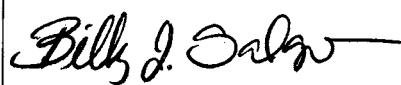
The County of DuPage policy, adopted in accordance with DuPage County, Illinois County Code, requires this contract to be awarded to the lowest responsive and responsible bidder. The award decision is subject to approval by the Department. In addition to all other responsibility factors, this contract or deliver and install proposal requires all bidders and all bidder's subcontractors to disclose participation in apprenticeship or training programs that are (1) approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training, and (2) applicable to the work of the above indicated proposals or groups. Therefore, all bidders are required to complete the following certification:

1. Except as provided in paragraph 4 below, the undersigned bidder certifies that it is a participant, either as an individual or as part of a group program, in an approved apprenticeship or training program applicable to each type of work or craft that the bidder will perform with its own employees.
2. The undersigned bidder further certifies, for work to be performed by subcontract, that each of its subcontractors either (A) is, at the time of such bid, participating in an approved, applicable apprenticeship or training program; or (B) will, prior to commencement of performance of work pursuant to this contract, establish participation in an approved apprenticeship or training program applicable to the work of the subcontract.
3. The undersigned bidder, by inclusion in the list in the space below, certifies the official name of each program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's employees. Types of work or craft that will be subcontracted shall be included and listed as subcontract work.

4. Except for any work identified above, if any bidder or subcontractor shall perform all or part of the work of the contract or deliver and install proposal solely by individual owners, partners or members and not by employees to whom the payment of prevailing rates of wages would be required, check the following box, and identify the owner/operator workforces and positions of ownership. ☐

Department of Labor Incooperation with Office of Apprenticeship
Registration No. IL004123835
Pavement Striper

The requirements of this certification and disclosure are a material part of the contract, and the contractor shall require this certification provision to be included in all approved subcontracts. The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project is accounted for and listed. The Department at any time before or afterward may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. In order to fulfill the participation requirement, it shall not be necessary that any applicable program sponsor be currently taking or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract or deliver and install proposal.

Bidder	Signature	Date	
Precision Pavement Marking, Inc.		04/17/2025	
Title			
Corporate Secretary			
Address	City	State	Zip Code
1220 Bell Court	Pingree Grove	IL	60140



Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	2025 Pavement Marking Maintenance	25-PVMKG-13-GM

I, Billy J. Salazar of Pingree Grove, Illinois,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

1. That I am the Corporate Secretary of Precision Pavement Marking, Inc.
Officer or Position Bidder
2. That I have personal knowledge of the facts herein stated.
3. That, if selected under the proposal described above, Precision Pavement Marking, Inc., will maintain a business office in the
Bidder
 State of Illinois, which will be located in Kane County, Illinois.
County
4. That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
5. That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
	04/17/2025
Print Name of Affiant	
Billy J. Salazar	

Notary Public

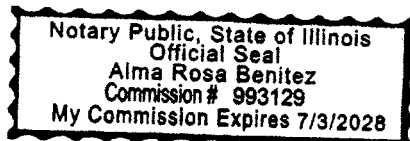
State of IL

County Kane

Signed (or subscribed or attested) before me on 04/17/2025 by
(date)

Billy J. Salazar, authorized agent(s) of
(name/s of person/s)

Precision Pavement Markings, Inc.
Bidder



(SEAL)

Signature of Notary Public

 My commission expires 7/3/2028



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: 04/17/2025

Bid/Contract/PO #: 25-PVMKG-13-GM

Company Name: Precision Pavement Markings, Inc.	Company Contact: Billy J. Salazar
Contact Phone: 847-931-9092	Contact Email: <u>estimating@precisionpavement.com</u>

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

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

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

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

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at:

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

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Billy J. Salazar
Printed Name Billy J. Salazar
Title Corporate Secretary
Date 04/17/2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)

REFERENCES

All bidders must provide three (3) projects of a similar nature as being performed in the immediate past five (5) years with the name, address and telephone number of the contact person having knowledge of the project or three (3) references (name, address, and telephone number) with knowledge of the integrity and business practices of the contractor.

PROJECT	2024 Pavement Marking Services
FIRM	Village of Wilmette
ADDRESS	1200 Wilmette Avenue, Wilmette, IL 60091
CONTACT	Ryan Kearney, P.E.
TELEPHONE	847-853-7629

PROJECT	FY 2024 Pavement Markings
FIRM	County of McHenry
ADDRESS	16111 Nelson Road, Woodstock, IL 60098
CONTACT	Djuana Leonard
TELEPHONE	815-334-4960

PROJECT	2024 Pavement Marking Project
FIRM	County of Kane
ADDRESS	41W011 Burlington Road, St. Charles, IL 60175
CONTACT	David Sitko
TELEPHONE	630-444-3149

RETURN WITH BID

Joint Purchasing Authorization

County DuPage
Local Public Agency DuPage County D.O.T
Section Number 25-PVMKG-13-GM
Route 2025 Pavement Marking Maintenance

JOINT PURCHASING:

OTHER TAXING BODIES: Based on County Board Resolution IR-084-76.

Would your firm be willing to extend your bid to other taxing bodies in DuPage County such as school districts, townships, cities and villages, etc.?
The approximate quantity usage is unknown.

YES X NO **

** Failure to complete this form will result in a default assumption of a "NO" response.

State any other requirements that the other taxing body would have to meet beyond that of the Bid Invitation and Specifications.

None

NOTE: The County of DuPage would not be involved in purchasing by any other taxing body other than to receive a copy of their purchase order that would reference the County of DuPage contract number. The invoicing and payments would be entirely between the other taxing bodies and the Contractor. If the County of DuPage accepts this bid, the procedure to handle joint purchases would be developed by the County of DuPage with the Contractor and distributed to the taxing bodies by the County of DuPage.

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
May 27, 2025

ISSUE STATEMENT

A motion accepting the proposal of a 12-month subscription for the Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600. See **Exhibit A**.

BACKGROUND/HISTORY

The Road Weather Information Systems provides vital road temperature during the winter season. The equipment is positioned on light poles throughout the City's 7 snow regions and allows Staff to implement the optimal anti and/or deicing products on the roadways. Pending the conditions warranted through the equipment, savings are realized on deicing products, road salt usage and staffing. The Staff continues to utilize the data provided for winter events to deliver optimal anti-icing and deicing operations. While the winter was relatively mild since its implementation, the information offered valuable data in preparing for the roadway treatment in ongoing or upcoming events. Below are additional bullet points regarding the units:

- Alarms can be set to notify us when certain weather conditions are being met for pavement temp, air temp, humidity, dew point
- Real time data about conditions in our City versus at locations surrounding us like airport, highway weather points or the City of Chicago
- Winter Storm mode pulls real time images every 20 minutes for the duration of impactful winter weather events.
- Real time conditions of the roads

Frost Solutions Mini-RWIS Sensor is the exclusive product and service that is exclusively manufactured and sold by Frost Solutions, LLC. See **Attachment A**.

The FY 25-26 Budget included funds for the subscription and would be charged against the following account:

Account Number	Account Description	FY 25-26 Budget	Expenditure
01-30-4213	Streets-Dues & Subscriptions Frost Solutions road temp sensors	\$9,950	\$9,800
02-50-4213	Water-Dues & Subscriptions Frost Solutions road temp sensors	\$9,950	\$9,800

STAFF RECOMMENDATION

Staff recommends accepting the proposal of a 12-month subscription for the Mini-Road Weather Information Systems sensors from Frost Solutions, LLC, in an amount not to exceed \$19,600.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

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

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

AYES: _____

NAYS: _____

ABSENT: _____



May 20, 2025
City of Darien, IL

This letter is to confirm that Frost Solutions, LLC is the sole source manufacturer and maintainer of the Frost Solutions Mini-RWIS sensor and associated data platform.

This sole source letter justification informs on the unique capabilities that only Frost Solutions can deliver.

Frost Solutions provides a Mini-RWIS unit that is unmatched in the RWIS market, including hardware with a suite of sensors, best in class wide angle camera, a defroster and a software application that provides access to images, data and road weather conditions forecasting.

Frost Solutions is unique because we are the only RWIS Manufacturer that delivers our Hardware as a Service, while incorporating the suite of capabilities that provide a reliable, affordable and feature rich product offering. Meaning, we include the following service components in our turnkey service to the City of Darien, IL– all included in one price per-sensor:

- Annual maintenance and repair
- Software, alerts and historical data
- Surface and Air Temperature and Humidity readings captured and saved every minute.
- Integrated Camera with day and night images
- On-demand image requests
- On-demand Defroster Capabilities
- Solar recharging, up to 60 day no-sun battery life
- Frost proprietary location specific 72 hour weather and road condition forecasts
- Open API
- Sensor Data Sharing with other Frost municipal customers
- Integration with Frost's proprietary snow/flood depth sensor
- Unlimited unique users to the Frost platform with individualized alerts
- AI image analysis used for both forecasting and real-time alerting of site conditions

Frost Solutions Proprietary Hardware

The Frost Solutions Mini-RWIS employs all IP rated components and reliable solar capabilities that creates the greatest flexibility in sensor placement such as bridges and other safety critical locations that do not have access to direct power. In addition, we have eliminated all moving parts, integrated all electronics and components with no remote RPU.

It's our pleasure to provide further details or answer any questions. Thank you for your interest in our service; we looking forward to working with you this winter.

Sincerely,

Mike Bott
Owner, Frost Solutions
bott@frostsolutions.io
312-767-9423



ORDER FORM
FROST SOLUTIONS, LLC & City of Darien, IL
PROPOSAL DATE: 05/12/2025

All Frost Solutions products are non-invasive and include a self-install hardware unit, access to the web application, service and support, and product replacement (if necessary). Frost Solutions maintains ownership of the hardware unit at all times. Historical data, configurable alerts, and unlimited user accounts are included with subscription.

Frost Solutions Mini-Weather Station

Hardware

Solar + battery-powered low-light camera and sensor unit providing surface temperatures, still shot images (day and night), air temperature, dew point, humidity, and lens defroster.

Additional Included Application Services: On-demand image requests, Frost Vision AI Image Assessment, atmospheric and surface temperature and condition forecasting, and image retrieval.

Product	Term	Quantity	Unit Cost	Year 1 Cost	Term Total
Mini-Weather Station Renewal - Annual Lease Subscription - Jul 1, 2025 - Jun 30, 2026	12 Months	7	\$ 2,800.00	\$ 19,600.00	\$ 2,800.00

Contract Notes:

*All amounts are in \$USD unless otherwise noted. Total price is in addition to any applicable sales tax. Payments via credit card may be subject to additional fees. Auto-renewing contracts include a 4% annual price increase.

Year 1 Total

\$ 19,600.00

Grand Total

\$ 19,600.00

Payment Terms

Date Due	Amount
Jul 31, 2025	\$19,600.00

TERMS & CONDITIONS

This Order Form, in conjunction with the Master Service Agreement, which is incorporated herein by reference, establishes the commercial relationship between Frost Solutions, LLC and the Customer. The parties acknowledge that they have read, understand, and agree to the terms and conditions of this Order Form and the related Master Service Agreement that is either attached to this Order Form or was included with a prior Order Form. In the event of a discrepancy between the terms of this Order Form and the Master Service Agreement, the Master Service Agreement shall control.

PAYMENTS, REFUNDS, & CANCELLATIONS

Customer shall pay all fees specified in this Order Form without offset or deduction. Customer shall make all payments hereunder in U.S. Dollars on or before the due date set forth in this Order Form. Except as otherwise specified herein, (a) fees are based on services purchased and not actual usage or services provided; (b) payment obligations are non-cancelable; (c) fees paid are non-refundable; and (d) the services purchased cannot be decreased during the relevant Term. Customer may terminate this Order Form at any time, however such termination shall not result in any refund of payments previously made or cancellation of any future payment(s) due as set forth in this Order Form to Frost Solutions, LLC during the current Term, but only results in the termination of automatic renewals and any future payments caused by such automatic renewals no longer being due to Frost Solutions, LLC.

Customer Information

Purchase Order Number:

Primary Contact Name: Kris Throm



Primary Contact Email: kthrom@darienil.gov

Primary Contact Phone: +16305143453

Shipping Information

Shipping Recipient Name:

Shipping Recipient Email:

Shipping Recipient Phone:

Shipping Address:

Street:

City:

State/Province:

ZIP:

Country: United States

Additional billing and shipping notes:

Billing Information

Billing Contact Name:

Billing Contact Email:

Billing Phone:

Billing Address:

Street:

City:

State/Province:

ZIP:

Country: United States

FROST SOLUTIONS, LLC

City of Darien, IL

Signature

Printed Name

Title

Date

Signature

Printed Name

Title

Date

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
May 27, 2025

ISSUE STATEMENT

A motion authorizing the purchase of sewer truck nozzles, headsets and accessories from Standard Equipment Company for the Vactor Equipment, at the proposed unit prices in an amount not to exceed \$25,721.50.

BACKGROUND/HISTORY

The proposed request is for accessories as they relate to the Vactor truck. The proposed accessories include a root cutting device, pipe vacuum cleaner with sprayer, straight head cleaning nozzle and headsets for hearing protection with communication capability. The tools enhance the department's ability to address various issues within the City's storm sewer infrastructure, from routine maintenance to emergency situations.

The proposed items are distributed through Vactor's exclusive dealer, Standard Equipment, and attached are attached as **Exhibit A**, and further attached is a spreadsheet summarizing the components and total costs, labeled as **Attachment B**.

Staff has identified opportunities for grant opportunities through our insurance carrier, Intergovernmental Risk Management Agency, IRMA. The grants are up to \$2,500 per each proposal submittal. Staff has broken down the purchases into two proposals, therefore being eligible for two grants in the amount of \$2,500 each, for a potential total up to \$5,000. Please note, the grant has been completed and submitted and pending City Council consideration for the purchase the invoices will be submitted to IRMA. While there is no guarantee that the City will be awarded any funding, staff wanted to take the opportunity while being offered. Attached and labeled as **Attachment C** is the IRMA PW Safety Grant Training Program.

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

ACCOUNT	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE
01-30-4259	Street Maintenance – Small Tools & Equipment	\$11,000	\$11,000.00
01-30-4219	Liability Insurance Osha Compliance Program-Contingency Equipment	\$12,500	\$1,860.75
02-50-4231	Maintenance Water System Maintenance - Equipment	\$11,000	\$11,000.00
02-50-4219	Liability Insurance Osha Compliance Program-Contingency Equipment	\$12,500	\$1,860.75
Totals			\$25,721.50

STAFF RECOMMENDATION

Approval of a motion authorizing the purchase of sewer truck nozzles, headsets and accessories from Standard Equipment Company for the Vactor Equipment, at the proposed unit prices in an amount

not to exceed \$25,721.50.

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

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

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

AYES: _____

NAYS: _____

ABSENT: _____



Please Remit To: Exhibit A
 4519 Old Charlotte Hwy
 Monroe, NC 28110
 Email: ar@standardequipment.com
 Website: www.standardequipment.com

Ship To:

IN STORE PICKUP

Invoice To:

CITY OF DARIEN
 1702 PLAINFIELD ROAD
 DARIEN IL 60561
 United States

Branch 08 - CHICAGO		
Date 05/20/2025	Time 15:44:09 (O)	Page 1
Account No. DARIE003	Phone No. 6308525000	Est. No. 08 000881
Ship Via ATTN:DAVID FELL		Purchase Order TBD
E9997448707		
Salesperson		Salesperson ID CAI

ESTIMATE EXPIRY DATE: 05/28/2025

PARTS ESTIMATE • Not An Invoice

Estimate will be honored for 30 days from the date of the Estimate

The Purchase Price is subject to change at anytime without notice by SE to the extent that SE has incurred increased costs between the date hereof and the delivery date due to changes in government regulations and other reasons beyond SE s control.

Part#	Description	U	Qty	PRICE	AMOUNT
ZIP-F	8" Flanged Zip		1	1689.93	1689.93
HYDRO EXC CB NOZZLE					
WGR-U-1-RD-PKG	ROOT DESTROYER		1	4200.00	4200.00
100266-C	OMG NOZZLE		1	3491.57	3491.57
APX379-BH	APEX WIRELESS D		3	1095.00	3285.00
WIRELESS HEADSET, 379					
SCH305	COMHUB 5-USER,		1	2595.00	2595.00
SON-CC5	5-USER CHARGING		1	1195.00	1195.00

Subtotal: 16456.50

Tax: .00

TOTAL: 16456.50

Authorization: _____

****ALERT: If you are requested to modify any payment instructions, please do not act on the request. Contact the Standard Equipment Credit department via a known/verified phone number.****

Standard Equipment is neither responsible nor liable for any loss, damage, or injury, however caused, to trucks, units, contents, cargo or person directly or indirectly related to an installation, use or mechanical failure of a part or product. Standard Equipment expressly disclaims and is held harmless from any direct losses or consequential losses that may result from the repair or operation of customer-operated product or installation / use of a part. Standard Equipment is held harmless from any direct losses or consequential losses that may result from late delivery of a part, service, or product. Standard Equipment makes no assurance whatsoever regarding any desired or intended purpose of a part or product.

ALBANY	BILLINGS	CHICAGO	COLORADO	MONROE	ROCHESTER	VIRGINA	CANADIAN LOCATIONS
518.407.3154	406.206.1491	312.829.1919	720.399.0095	704.289.6488	585.254.7700	804.200.4910	www.jei.com 44



Please Remit To:
 4519 Old Charlotte Hwy
 Monroe, NC 28110
 Email: ar@standardequipment.com
 Website: www.standardequipment.com

Ship To:

SAME AS BELOW

Invoice To:

CITY OF DARIEN
 1702 PLAINFIELD ROAD
 DARIEN IL 60561
 United States

Branch 08 - CHICAGO		
Date 05/07/2025	Time 22:17:05 (O)	Page 1
Account No. DARIE003	Phone No. 6308525000	Est. No. 01 002652
Ship Via ATTN:DAVID		Purchase Order TBD
E9997448707		
Salesperson		Salesperson ID CAI

ESTIMATE EXPIRY DATE: 05/14/2025

PARTS ESTIMATE • Not An Invoice

Estimate will be honored for 30 days from the date of the Estimate

The Purchase Price is subject to change at anytime without notice by SE to the extent that SE has incurred increased costs between the date hereof and the delivery date due to changes in government regulations and other reasons beyond SE s control.

Part#	Description	U	Qty	PRICE	AMOUNT
APX379-BH WIRELESS HEADSET, 379	APEX WIRELESS D		5	1095.00	5475.00
SON-CC5	5-USER CHARGING		1	1195.00	1195.00
SCH305	COMHUB 5-USER,		1	2595.00	2595.00
Subtotal:					9265.00
TOTAL:					9265.00

Authorization: _____

****ALERT: If you are requested to modify any payment instructions, please do not act on the request. Contact the Standard Equipment Credit department via a known/verified phone number.****

Standard Equipment is neither responsible nor liable for any loss, damage, or injury, however caused, to trucks, units, contents, cargo or person directly or indirectly related to an installation, use or mechanical failure of a part or product. Standard Equipment expressly disclaims and is held harmless from any direct losses or consequential losses that may result from the repair or operation of customer-operated product or installation / use of a part. Standard Equipment is held harmless from any direct losses or consequential losses that may result from late delivery of a part, service, or product. Standard Equipment makes no assurance whatsoever regarding any desired or intended purpose of a part or product.

ALBANY	BILLINGS	CHICAGO	COLORADO	MONROE	ROCHESTER	VIRGINA	CANADIAN LOCATIONS
518.407.3154	406.206.1491	312.829.1919	720.399.0095	704.289.6488	585.254.7700	804.200.4910	www.jei.com



May 6, 2025

To Whom It May Concern:

Sonetics is the sole source provider of the technology referenced below for our wireless communication systems:

- Optimized 1.9GHz DECT 7 technology (Digitally Enhanced Cordless Telecommunications) –the latest version of DECT.
- Hearing Protection – 24dB passive noise reduction rating, eliminating unsafe noise
- Extended Battery Life – Wireless DECT headsets have 24 hours of talk time on a 4-hour complete charge.
- Radio ready/Bluetooth enabled – supports multiple platforms of technology for team communication
- Listen Through Feature – Hear your surroundings and have a face-to-face conversation, while protected from high noise.
- New V2 Headset is the only existing headset that is backwards compatible with Sonetics products purchased prior to March 2024

Based on your location in Illinois, Standard Equipment Company is the preferred & authorized supplier of our equipment who is involved in demonstration, implementation, training, service, and support of our wireless systems.

Sonetics stands behind our equipment with product training, on-site or virtual. Sonetics Corporation is the administrator and provider of product warranty.

Thank you,

William Ludwig
Regional Sales Manager - Midwest
202-251-3004
William.Ludwig@soneticscorp.com



466 Skylane Drive
Durango, CO 81301

Tel: 970 403-8076
Fax: 970 259-2868

www.stoneagetools.com
www.seweriuzzles.com

December 19, 2024

Darien, Illinois

To: Whom it may concern:

This letter certifies that Standard Equipment, located at 625 S. RT 83, Elmhurst, IL 60126 is a **Sole Source Provider** of the Warthog Magnum Series and an **Authorized Reseller** of StoneAge, Inc. products in Illinois. Standard Equipment also carries a stocking inventory and their staff is factory trained with the Stoneage Warthog Magnum series products.

Please do not hesitate to contact me with any questions you may have.

Sincerely,

Frank Ligori
Warthog Dealer Manager
StoneAge Inc.
815-674-9253

ELGIN
VACTOR
FS DEPOT

To whom it may concern,

Elgin Sweeper Company and Vactor Manufacturing, Inc. are represented by a world-wide distribution network offering expert service and genuine OEM quality parts for its and ELGIN street sweeping equipment and VACTOR lines of sewer and catch basin cleaning equipment. Parts supplied by other vendors do not meet Elgin/Vactor OEM standards or requirements. Equipping your truck with a part other than a specified OEM product could affect your OEM warranty. Both companies are subsidiaries of Federal Signal Corporation.

Standard Equipment Co. is the sole distributor in Northern Illinois and Northwest Indiana representing Elgin Sweeper Company/ Vactor Manufacturing, Inc. and is responsible for the sales, service, warranty and provider of genuine OEM parts for the Elgin and Vactor Product lines.

The service technicians at **Standard Equipment Co.** are factory certified to provide quality service work.

For all your equipment requirements, please contact:

Standard Equipment Co.

625 Illinois Route 83

Elmhurst, Illinois 60126

(312) 829-1919

<http://standardequipment.com>

Please contact me if you have any further questions.

Best Regards,



Darryl Beard
Inside Parts Sales Supervisor
630-338-2087



Date: MAY 9, 2025

RE: SOLE SOURCE SUPPLIER OF KEG TECHNOLOGIES Products and Repairs

STANDARD EQUIPMENT - ILLINOIS

KEG Technologies, Inc. is a manufacturer of sewer cleaning nozzles, chain root cutters, combination video cleaning units Kleen Vue and Kleen Sight Camera Nozzle.

Our Tier 3 nozzles are manufactured in accordance with patents or KEG designed fluid mechanics with 80 to 97 percent efficiency ratings.

Tier 3 products include but not limited to the following:

- KEG Royal Nozzle
- KEG Torpedo Nozzle
- KEG Traction Nozzle
- KEG Sewer Nozzle
- KEG Cleaning Nozzle
- KEG Floor Cleaner
- KEG Equalizer Nozzle
- KEG OMG Nozzle
- Kleen Vue Camera System
- Kleen Sight Camera Nozzle System

It should also be noted that KEG Technologies offers a standard one (1) year warranty on the above referenced products. If ceramic inserts are purchased, this warranty is extended to three (3) full years on the tool body. The only exception to this is the TV Camera unit, which is covered by the standard warranty, except for the ceramic inserts in the unit; ceramic inserts only are warranted for five (5) years.

Note: This letter is also to certify that only KEG Technologies, Inc. can authorize and perform warranty and non-warranty repair of these units.

Also, KEG is the manufacturer of the Micro Chain Cutter, Mini Chain Cutter, the Super 150 Plus Chain Cutter, the Super 200 Plus Chain Cutter, the Supernova Chain Cutter, R2D2, Rotor Nozzles, and Aquapower 700 family of controlled rotation nozzles. These

cutters and rotor nozzles are unique in the sewer cleaning industry due to our water driven design. This design causes a main spinning bearing to rotate around a central shaft solely on a layer of water between the main bearing and the shaft. No lubrication is required for operation.

Finally, KEG is the manufacturer of the Rambo, Quattro, and Triple Edged Quattro Nozzles. These designs incorporate wedge shapes, forward jets, forward penetrating tips, superior nozzle traction design, and/or all these features in the various nozzles. Nozzles of this group also can be provided with ceramic inserts, which affords the customer a three (3) year warranty on the nozzle body. This warranty is unique to KEG within the sewer cleaning industry.

KEG Technologies, Inc. is the Master Distributor in the USA and Canada.

KEG Technologies, Inc. is an Authorized Contractor with the HGACBuy Government Procurement Service.

This letter is also to certify that KEG Technologies, Inc. is the sole source for these units and that only KEG Technologies, Inc. or duly appointed Authorized Reseller of these products may sell these products in the USA and Canada.

Authorized Reseller:

KEG Technologies, Inc.
6220 North Pinnacle Drive
Spartanburg, SC 29303
Phone: 866-595-0515
Fax: 866-595-0517

Sincerely,

Dan Story
General Sales Manager/Operations Manager
KEG Technologies, Inc.

KEG Technologies, Inc. 6220 North Pinnacle Drive, Spartanburg SC 29303
Toll free: 866-595-0515 www.kegtechnologies.net

VACTOR TOOLS AND SAFETY EQUIPMENT

ACCESSORY ID/CATALOGUE NO	PRODUCT DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST
SUBMITTAL ONE					
8-inch Zip F	UTILIZED TO ENTER MANHOLE STRUCTURES TO VACUUM AND APPLY WATER PRESSURE 2IN 1 TOOL	EACH	1	\$ 1,689.93	\$ 1,689.93
WGR-U-1-RD-PKG-WGR MAGNUM- 1" NPT	UTILIZED TO DESTROY ROOTS AND SENDS MAX FORCE TO ANGLED SIDE JETS TO CLEAR THE SIDEWALLS OF THE PIPE	EACH	1	\$ 4,200.00	\$ 4,200.00
100266-C OMG NOZZLE	PIPE CLEANING HEAD FOR CLEARING SILTED PIPES	EACH	1	\$ 3,491.57	\$ 3,491.57
APX379-BH WIRELESS HEADSET 379	WIRELESS HEADSET FOR HEARING PROTECTION AND COMMUNICAT	EACH	3	\$ 1,095.00	\$ 3,285.00
SCH 305 COM HUB 5 USER	WIRELESS COMMUNICATIO HUB UP TO 5 USERS	EACH	1	\$ 2,595.00	\$ 2,595.00
SON-CC5-5 USER CHARGING	CHARGING CASE UP TO 5 HEADSET DEVICES	EACH	1	\$ 1,195.00	\$ 1,195.00
SUBTOTAL COST					\$ 16,456.50
IRMA SAFETY TRAINING GRANT PROGRAM SUBMITTAL 1	CITY WILL APPLY FOR A UP TO \$2,500 GRANT	EACH	1	\$ 2,500.00	TBD
SUBMITTAL TWO					
APX379-BH WIRELESS HEADSET 379	WIRELESS HEADSET FOR HEARING PROTECTION AND COMMUNICAT	EACH	5	\$ 1,095.00	\$ 5,475.00
SCH 305 COM HUB 5 USER	WIRELESS COMMUNICATIO HUB UP TO 5 USERS	EACH	1	\$ 1,195.00	\$ 1,195.00
SON-CC5-5 USER CHARGING	CHARGING CASE UP TO 5 HEADSET DEVICES	EACH	1	\$ 2,595.00	\$ 2,595.00
SUBTOTAL COST					\$ 9,265.00
IRMA SAFETY TRAINING GRANT PROGRAM SUBMITTAL 2	CITY WILL APPLY FOR A UP TO \$2,500 GRANT	EACH	1	\$ 2,500.00	TBD
TOTAL COST					\$ 25,721.50
GRANT APPLICATIONS TBD		TBD			\$ (5,000.00)
TOTAL REVISED COST BASED ON AWARD OF GRANT		TBD			\$ 20,721.50



PW SAFETY TRAINING

GRANT PROGRAM

SUBMITTAL FORM

To assist member Public Works Departments in satisfying compliance training requirements, IRMA offers an PW Safety Training Grant Program that includes financial support for member departments in implementing safety training, training/safety subscription services, and safety memberships that decreases risk of liability and injury. Reimbursements will be issued on a first/come, first/served basis, based on completed grant requirements, until the budgeted amount for that year is depleted. Any remaining applications will be moved to the following budget year. For more information regarding the General Grant Guidelines, please visit the IRMA website or click [here](#).

Program Guidelines

1. Members planning to request reimbursement for the purchase of safety equipment, training, or technology must complete and **submit this application**.
2. Upon verification of purchase, IRMA will reimburse the member up to a maximum of \$2,500.
3. **Tier 1** submission is for any member that has not previously received the PW Safety Training Grant.
4. **Tier 2** submission is for any member who has previously received an award. Tier 2 applicants can only receive additional grant funding if there is still budget available after **Tier 1** grants are paid.
5. Each member applicant must produce an itemized invoice(s), proof of payment (check copies) and proof of training completion with 90% of department participation related to the use, maintenance, operation, or policy/program.

Should you have any questions about the application, please contact Jen Swahlstedt at (708) 236-6365 or jennifers@irmarisk.org.

Please complete the PW Safety & Equipment Grant Application below and send to grants@irmarisk.org

MEMBER NAME:

CONTACT NAME:

PHONE NUMBER:

EMAIL ADDRESS:

PW SAFETY TRAINING PURCHASES:

☐ Training Program:

☐ Training Subscription Service:

☐ Safety Membership:

☒ Other:

COST ESTIMATE:

EXPECTED COMPLETION DATE:

Month: Year:

Please complete the PW Safety & Equipment Grant Application below and send to grants@irmarisk.org

MEMBER NAME:

CITY OF DARIEN

CONTACT NAME:

Dan Gombac

PHONE NUMBER:

(630) 353-8106

EMAIL ADDRESS:

dgombac@darienil.gov

PW SAFETY TRAINING PURCHASES:

☐

Training Program:

☐

Training Subscription Service:

☐

Safety Membership:

☒

Other:

Safety Equipment

COST ESTIMATE:

\$ 16,456.50

EXPECTED COMPLETION DATE:

Month:

June

Year:

2025

MOTION NO. _____

AGENDA MEMO
Municipal Services Committee
May 27, 2025

ISSUE STATEMENT

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

BACKGROUND/HISTORY

This new program would give the Municipal Services staff real time access to on board material usage, routes and GPS data. The information is useful to determine if staff is following instructions from management in regards to material usage during winter storm events. It can be utilized to determine if systems actually fail or if operators have the opportunity to be more efficient. The equipment further provides route tracking and progress information to management to determine whether operations require additional equipment or other modifications.

The program allows management to inform operators of the various sections to adjust configurations of material dosage based on results from the weather sensor equipment throughout town. The GPS and route data will also be utilized to provide information regarding speeds and routes traveled. The proposed equipment will have a reoccurring licensing cost in the amount \$4,895.91 for years two and three.

This equipment will be purchased through the Sourcewell Purchasing Cooperative, under contract #020221-SAM, see **Attachment A**. The proposed would be expended from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY25-26 BUDGET	PROPOSED EXPENDITURE	BALANCE
01-30-4815	Street Capital Purchases-Equipment	\$2,500.00	\$2,533.06	(\$33.06)
02-50-4815	Water Capital Purchases-Equipment	\$2,500.00	\$2,533.05	(\$33.05)
	Total	\$5,000.00	\$5,066.11	(\$66.11)

The line item is approximately \$66 over budget and opportunities to reduce other line items within the budget shall be considered.

STAFF RECOMMENDATION

Staff recommends the Municipal Services Committee accepting a proposal from Samsara, Inc., for the hardware and accessories to accommodate the installation and software of the fleet tracking and licenses for a three-year contract and extension in an amount not to exceed \$5,066.11 for the first year terms.

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

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

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

AYES: _____

NAYS: _____

ABSENT: _____

020221-SAM

**Solicitation Number: 020221****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Samsara Inc., 1990 Alameda Street, 5th Floor, San Francisco, CA 94103 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Fleet Management Technologies with Related Software Solutions from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires March 26, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

**AMENDMENT #1
TO
CONTRACT # 020221-SAM**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Samsara Inc.** (Vendor).

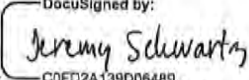
Sourcewell awarded a contract to Vendor to provide Fleet Management Technologies with Related Software Solutions to Sourcewell and its Participating Entities, effective April 1, 2021, through March 26, 2025 (Contract).

The parties agree that Section 6.B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM of the Contract is deleted in its entirety and replaced with the following:

ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. In order to purchase from Vendor under this Contract, Participating Entity agrees that its purchase order shall be subject to Vendor's then-current Terms of Service at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>. Additional terms and conditions to a purchase order or other required transaction documentation, in addition to such Terms of Service, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be worked out directly between the Participating Entity and the Vendor, but the Participating Entity agrees this Participating Addendum shall at least include such Terms of Service. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

Except as amended above, the Contract remains in full force and effect.

Sourcewell

By: 
C0FD2A139D06489...
Jeremy Schwartz, Director of Operations/CPO

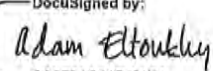
Date: 9/16/2023 | 10:31 AM CDT

Approved:

By: 
48BAF71B0804454...
Chad Coquette, Executive Director/CEO

Date: 9/16/2023 | 9:52 PM CDT

Samsara Inc.

By: 
CA0F91C94F054E4...
Adam Eltokhy

Title: Executive Vice President, Chief Legal Officer

Date: 9/15/2023 | 11:50 AM PDT



CONTRACT EXTENSION

Contract Number: 020221-SAM

Sourcewell
202 12th Street Northeast
P.O. Box 219
Staples, MN 56479
(Sourcewell)

and

Samsara
1 De Haro St

San Francisco, California 94103-5205
(Vendor)

have entered into Contract Number: 020221-SAM
for the procurement of: Fleet Management Technologies with Related Software Solutions

The Contract has an expiration date of 2025-03-26 , but the parties may extend the Contract by mutual consent.

Sourcewell and Vendor acknowledge that extending the Contract benefits the Vendor, Sourcewell and Sourcewell's Members. Vendor and Sourcewell agree to extend the Contract listed above for an additional period, with a new Contract expiration date of 2026-03-26 . All other terms and conditions of the Contract remain in full force and effect.

Sourcewell

DocuSigned by:

Jeremy Schwartz

CDFF02A139D06489
Authorized Signature

Jeremy Schwartz

Name

Chief Operating and Procurement Officer

Title

8/3/2024 | 10:02 AM CDT

Date

DocuSigned by:

Adam Eltouky

CA0F91C94F064E4
Authorized Signature

Adam Eltouky

Name

EVP, Chief Legal Officer

Title

8/5/2024 | 9:48 AM PDT

Date



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

QUOTE #Q-1875388

Issued 05-07-2025

Expires 06-09-2025

Sourcewell Contract #: 020221-SAM

Prepared For:

City of Darien
1702 Plainfield Rd
Darien, Illinois
60561--5097

Prepared By:

Hunter Spangler
hunter.spangler@samsara.com

Quote Summary	Subtotal
Hardware and Accessories	USD \$0.00
Licenses License Term – 36 Months	
Shipping and Handling	USD \$170.20
Upfront Hardware Sales Tax	USD \$0.00
Annual License Sales Tax	USD \$0.00
First Year Payment	USD \$5,066.11
Second Year Payment	USD \$4,895.91

If shipping is "Pending" - Amount is pending due to size of order; Shipping and Handling subject to change.
If Sales tax is "Pending" – Final amount will be provided prior to payment
*3% fee charged on non-ACH charges (Canada Exempt)
*Sales tax subject to change

Third Year Payment USD \$4,895.91

Fourth Year Payment USD

Fifth Year Payment USD

SHIP TO Kris Thom
1041 S Frontage Rd
Darien, Illinois, 60561-5404
United States

Hardware and Accessories	Quantity	Net Unit Price	Total Price
Enhanced VG Series OBDII J1962 L-mount cable CBL-VG-COBDII-Y1	9	\$0.00	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	9	\$0.00	\$0.00
VG5x Aux Cable CBL-VG-CAUX	7	\$0.00	\$0.00
Vehicle IoT Gateway, model VG55 HW-VG55-NA	7	\$0.00	\$0.00
RS-232 to USB Adapter ACC-RS232	7	\$0.00	\$0.00
Enhanced VG Series J1939 or J1708 (9-pin) CBL-VG-CJ1939	4	\$0.00	\$0.00
Enhanced VG series 1226 cable CBL-VG-CRP1226	3	\$0.00	\$0.00
Hardware Due			USD\$0.00

Licenses	Quantity	Annual Unit Price	Total Annual Price
License for Vehicle Gateways - Public Sector Only, No WiFi, No ELD LIC-VG-PS	9	\$234.59	\$2,111.31
License for Vehicle Gateways LIC-VG-ENT	7	\$397.80	\$2,784.60



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

Annual License Due	USD \$4,895.91
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Thank you for considering Samsara for your fleet.

Samsara provides real-time visibility, business-relevant tools, and powerful analytics that enable customers to increase the productivity of their fleets and reduce operating costs. A solution for your fleet is proposed below.

What is included?

Samsara's fleet tracking solution includes hardware accessories and a per-gateway license. Gateway licenses provide all ongoing elements of the service, including:

- Real-time location and vehicle telematics
- Dashboard access with unlimited administrator accounts
- Driver App for iOS and Android devices with unlimited driver accounts
- Over-the-air software feature upgrades
- API access as it relates to features for integration with 3rd party systems
- Maintenance and phone support

Samsara does not include hidden costs in its licenses. If you want access to Samsara's full set of fleet features--including but not limited to WiFi hotspot and ELD capabilities--you will need to upgrade your license. Samsara reserves the right to audit usage of features unrelated to the solution as well as remove them from the Samsara Dashboard.

Payment Terms

This order form includes a license fee for the Samsara Software associated with the Hardware to be paid annually beginning on the License Start Date and, if applicable, a one-time Hardware cost to be paid upfront as of the license start date. The annual fees are payable by recurring wire transfer. All transfers made by credit card are subject to a processing fee up to 3%, subject to applicable law. Late payments are subject to a 1.5% per month late fee. If license payments are delinquent by 30 days, Samsara may suspend the Service until late payments are remitted.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license

term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function.

Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. By signing this Order Form, you confirm that each "Ship To" delivery address set forth herein is accurate and that any individual accepting delivery at that address is authorized to do so on your behalf. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

You agree that you will only use the features included with the Samsara Software licenses purchased under this Order Form ("Licensed Scope"). Samsara reserves the right to audit usage of Samsara Software and to remove your access to such features beyond the Licensed Scope (for example, the licensed feature scope or licensed user count, as applicable) at any time. If you would like to use features beyond the Licensed Scope, you are required to purchase the applicable Samsara Software licenses and if applicable install the applicable Hardware that include such scope. If Samsara becomes aware that you are using features beyond the Licensed Scope, Samsara reserves the right to charge you for the applicable Samsara Software licenses that include such Licensed Scope at list price, and you agree to immediately pay such amounts. Samsara further reserves the right to change, discontinue, or remove features included in a Samsara Software license at any time.

You acknowledge and agree that, during your license term, you may not downgrade your Samsara Software license plan to a lower Samsara Software license plan (e.g., downgrading your "Enterprise" license to a "Premier" license).

Support and Warranty

Samsara stands behind its Products. During the applicable warranty period, defective Hardware will be remedied pursuant to our Hardware Warranty Policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's standard terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to the Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service') provided that notwithstanding anything stated in the Terms of Service to the contrary, Customer agrees the following sections from Samsara's standard terms of

service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/> shall apply: License (Section 4), Product Updates (Section 7), Data Protection Addendum (Section 10.3), Non-Samsara Products (Section 14), and Hardware Warranty (Section 17). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. The terms and conditions of the Terms of Service and this Order Form are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions, including those associated with any Customer payment portal or onboarding of Samsara as a Customer vendor, shall be binding upon Samsara or otherwise have any force or effect.

To the extent Samsara allows you to make subsequent purchases of Products via Purchase Order without a corresponding Quote, you agree that (i) such Purchase Order shall be subject to the terms and conditions of this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service; and (ii) to the extent there is a conflict between such Purchase Order and this Order Form, including with respect to payment and license terms, as well as the applicable Terms of Service, the terms of this Order Form shall prevail, and no additional terms included in such Purchase Order that are not included in this Order Form shall apply. You acknowledge and agree that any reference to a Purchase Order in this Order Form is solely for your convenience in record keeping, and the existence of a Purchase Order or any delivery of Products to you following receipt of any Purchase Order shall not be deemed an acknowledgement of or agreement to any terms or conditions associated with any such Purchase Order or in any way be deemed to modify, alter, supersede or supplement the Terms of Service or this Order Form.

Notification of Confidentiality

You agree that the pricing and payment terms specified in this Order Form shall (i) be held in strict confidence; (ii) not be disclosed to any Samsara competitor or other entity, except as pre-approved in writing by Samsara; and (iii) not be used except to evaluate the suitability of the Samsara Products for your business. You will immediately notify Samsara in the event of any unauthorized use or disclosure under these terms. Violation of these obligations will cause irreparable harm to Samsara for which Samsara may obtain compensatory and timely injunctive relief from a court, as well as any other remedies that may be available, including recovery of all reasonable attorney's fees and costs incurred in seeking such remedies. Your obligations specified herein shall last until the pricing and payment terms herein are, through no fault or action by you, public. This Order Form is a legally binding agreement between you ("Customer") and Samsara Inc. ("Samsara"). IN WITNESS WHEREOF, Customer has caused this Order Form to be executed by its duly authorized representative.

Billing Details:

Bill to:

City of Darien

1702 Plainfield Rd
Darien, Illinois, 60561--5097

Billing Contact:

Name: Kris Throm

Title: Superintendent of Municipal Services

Billing Email: kthrom@darienil.gov

Phone Number: 6305143453

Payment Information:

Payment Method: ACH

Payment Terms: Net 30

Payment Frequency: Direct Annual

If a Purchase Order (PO) is required for invoicing, please check this box:

If yes, please provide the PO Number:

If your organization requires invoice submission via an electronic invoice portal, please email any e-invoicing requirements to billingsupport@samsara.com.

Please email any tax documentation to billingsupport@samsara.com.

I confirm acceptance of this Order Form on behalf of the Customer identified herein and represent



Samsara Inc
1 De Haro Street
San Francisco, CA 94107
www.samsara.com

and warrant that I have full and complete authority to bind the Customer to this Order Form, including all terms and conditions herein." "Please confirm acceptance of this Order Form by signing below:

Signature

Print Name:

Date:



MOTION NO._____

AGENDA MEMO
Municipal Services Committee
May 27, 2025

ISSUE STATEMENT

A motion accepting a proposal for the purchase and installation of a tank monitor for the replacement of the public works fuel tank gauge from B & K Equipment in an amount not to exceed \$14,699.41. See **Exhibit A**.

BACKGROUND/HISTORY

The fuel tanks at the Municipal Services Facility require ongoing maintenance and compliance mandates as required for commercial fuel dispensing facilities in accordance with the State Fire Marshall Office. Specific records are required to be kept on file for annual inspections conducted by the State Fire Marshall inspectors. The scope of work for the upgrades and replacements includes updating the in-tank fuel probes and printer equipment and installation.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25-26 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4223	MAINTENANCE BUILDING Fuel pump maintenance	\$ 7,640.00	\$ 7,349.71	\$ 290.29
02-50-4223	MAINTENANCE BUILDING Fuel pump maintenance	\$ 7,640.00	\$ 7,349.70	\$ 290.30
TOTALS		\$15,280.00	\$14,699.41	\$ 580.59

STAFF RECOMMENDATION

Staff recommends accepting a proposal for the purchase and installation of a tank monitor for the replacement of the public works fuel tank gauge from B & K Equipment in an amount not to exceed \$14,699.41

ALTERNATE DECISION

As recommended by the Committee.

DECISION MODE

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

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

AYES: _____

NAYS: _____

ABSENT: _____



2939 175th Street
Lansing, IL 60438
708-474-3344
office@bkequip.com

Quote #	511904
Date	04/18/2025
Expires	05/13/2025

Bill To
VILLAGE OF DARIEN DPW 1041 S FRONTAGE ROAD DARIEN, IL 60561

Ship To
VILLAGE OF DARIEN DPW 1041 S FRONTAGE ROAD DARIEN, IL 60561

Sales Rep	Project Manager	Attention	Total Proposal
Rick DeMichele	Dale Huizenga	John Carr	\$14,699.41

Scope of Work

We propose to furnish and install a tank monitor as follows:

Furnish and install a Veeder Root TLS4B console with Printer & application software,

TLS4b system includes:

-TLS-4B Application Software

Job duration should be one day.

Description	Qty	
Tls4b Console, Color Touch Screen Display, Edim, Ul	1.00	
1 Tls4b Application Software, 6 Universal Inputs - Must Order One Per Console	1.00	
External Printer For Tls4 Series Consoles (epson Model: Tm-t88v)	1.00	
Wall Mounting Bracket For External Printer For Tls4 Series Consoles	1.00	
Install. Kit, Mag Plus, Diesel, 4 In Float, 5' Cable	1.00	
4 In Npt Riser Cap And Ring Kit For In-tank Probes	2.00	
Ss Probe, 0.1 Mag Plus, Hgp, Water Detection, Ul, 10'	2.00	
Veeder Root Rebates	1.00	
Trade Up Credit and (2) Probes		
PARTS AND MATERIALS	1.00	
Install. Kit, Mag Plus, Phase-two Water Detector, 4 In Float, 5' Cable	1.00	
Labor Incl Travel and Final Inspection	16.00	
Permits	1.00	
Probe Shipping and Handling	1.00	
	Subtotal	\$14,699.41
	SC/ST	\$0.00
	Total	\$14,699.41

Exclusion Notes

This proposal does not contain provisions for:

- electrical repair work or preparation.
- any conduit installation or wire pull; all conduit and wiring to be run to final location prior to tank monitor installation.
- installation of submersible pump controllers or relays
- In the event of a delay initiated by purchaser causing the scheduled start date to extend beyond 90 days of the acceptance of the contract, the contracted price may be subject to increase to reflect changes in market conditions. Potential increases include but are not limited to material costs, labor rates, or other factors beyond the control of the contractor. Material already secured
- In the event of a delay initiated by purchaser causing a change in the start date of the project within 21 days of the agreed upon start date, a remobilization charge may be incurred.
- In the event of a delay initiated by the purchaser after commencement of project, the contracted price may be subject to increase to reflect changes in market conditions. Potential increases include but are not limited to material costs, labor rates, or other factors beyond the control of the contractor. Material already secured by purchaser would be exempt from any increase.

the form of an Automatic Account Withdrawal (ACH), Credit card payment plus 3.5% transaction fee, certified check, or cash delivered to the B&K Equipment office. Any out-of-quote-work completed, is due immediately upon completion of the work. Failure to comply with these Terms will be cause to relocate this job to a later date after the full amount has been received.

Purchaser Print Name: _____ Signature: _____ Date: _____
Seller Print Name: _____ Signature: _____ Date: _____

I have examined this proposal and agree to the items or specifications above along with the terms and conditions as detailed on the attached. Prices are valid until the expiration date above. Prices are based on current costs and therefore subject to change without notice to account for changes in the cost of raw materials and other direct costs beyond Seller's control. **The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.**

TERMS AND CONDITIONS

Offer Acceptance: When a proposal is accepted by the Purchaser, it will constitute a bona fide contract, subject to the terms and conditions and approval of the Seller's Credit Manager. Delivery of the materials/equipment herewith, installation of the specified equipment, Purchaser's acceptance hereof (either in writing or orally in person or over the telephone), and/or the issuance of an invoice, constitutes a binding acceptance by the Purchaser of a bona fide contract. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

Title and Ownership: Unless otherwise directed by customer, if this contract includes installation, it is a construction contract which is an agreement between this Contractor/Seller and the Purchaser/Owner to alter, improve, repair, replace, or erect real property. It is expressly agreed that title to and ownership of the fixtures included in this construction contract pass to the Purchaser/Owner upon permanent and complete installation of the fixtures to real estate. A construction contract will include a surcharge (S/C) to cover the non-itemized expenses incurred in the fulfillment of the construction contract. If this contract does not include installation or if it is a contract with a valid tax-exempt organization or if a valid resale certificate has been issued, it is a sale of tangible personal property and it is expressly agreed that title and ownership of the fixtures pass upon delivery, prior to installation. All taxable sales of tangible personal property will have the appropriate sales tax (S/T) on the invoice.

The S/T or S/C amount shown on this invoice has been calculated per a tax code as determined by the type of sale and location of the job being completed; the first and second paragraphs of this section control as to whether a sales tax or a surcharge is calculated while the location of the job determines the rate. The appropriate sales and/or use taxes are being remitted to the various states, counties and cities by B & K Equipment per the tax code assigned in the states of IL, IN and MI. For all other states it is the Purchaser's responsibility to self-accrue and remit the appropriate use tax when due.

If for any reason this contract is not paid in full within 90 days of completion of installation, it is agreed that in addition to collecting all balances due, the contractor shall have the right to remove the installed fixtures without written permission from or prior notice to the Purchaser/Owner and thereafter the fixtures shall become the personal property of Contractor and Contractor shall not be responsible for any damage to Purchaser/Owners property caused by such removal. It is expressly agreed that the Purchaser/Owner hereby authorizes the removal without further written permission or notice to the Purchaser/Owner. Contractor will only reinstall the fixtures after all past due balances and reinstallation charges are paid in full.

Grant of Security Interest: For sales of tangible personal property, Purchaser hereby grants, and Seller retains a purchase money security interest in said product/equipment, including proceeds therefrom, for the purpose of securing Purchaser's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the product/equipment upon Purchaser's default in payment, and charge Purchaser with any deficiency. Purchaser shall be held responsible for all late fees including the cost of all means secured by Seller to collect payments on delinquent accounts. Purchaser agrees to execute upon demand appropriate financing statements for perfecting this security interest. If the work is to be performed on property not owned by the Purchaser, upon Seller's request, Purchaser shall provide a Landlord's Waiver in a form acceptable to Seller.

Payment and Collection Terms: It is expressly understood and agreed that payment in full shall be due upon completion of installation or delivery unless prior arrangements have been made and agreed to. Interest at the rate of 1 1/2% per month shall accrue on any unpaid balance thereafter until paid in full. In the event this contract shall be placed for collection, the Purchaser/Owner shall be responsible for payment of all costs of collection, service charges and legal/attorney fees which shall accrue and be due and payable hereunder in addition to the balance due and owing, including interest thereon.

Shipping Terms: The shipping terms, include the F.O.B point (such as "Shipper's dock" or a designated destination), must be indicated on the face of this proposal. The shipping terms should also include whether freight is "collected" or to be "prepaid and add". If these terms are not indicated, they may be chosen by the Seller. Whenever merchandise is delivered to the designated F.O.B point, a common carrier (by manufacture of Seller), or received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses due to fire or vandalism) and title passes to Purchaser, and Purchaser shall be liable to Seller for full price of the merchandise. Delivery to Seller's warehouse for purpose of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

Governmental compliance: Environmental compliance is Purchaser's responsibility. Its failure to comply strictly with applicable federal, state, or local requirements, rules and/or regulations (including but not limited to those applicable to notice) shall completely void all express or implied warranties of Seller. It is Purchaser's responsibility to report any inventory shortage or suspected releases to federal, state and all other authorities having jurisdiction and to Seller or a certified tank handler within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal state or local environmental requirements, rules and/or regulations, including those applicable to notice. Unless otherwise specified herein, Purchaser shall register all new or replacement regulated storage tanks in accordance with applicable state and local regulations. Purchaser represent that no consent, approval, or authorization, declaration or filing with any third party or governmental agency is required in connection with the performance of the Purchaser's obligation hereunder or to permit Seller to perform its obligation hereunder, other than those approvals that have been previously obtained by Purchaser.

Digging and/or Excavations: Digging and excavating quotations are based on normal soil conditions. Should any digging or excavating be included in this agreement, and any heavy rock, shale, water frost or unusual doffing be encountered the Contract Price shall be increased at contractor's normal labor hourly rate except that any outside contract work required shall be charged at Contractor's cost plus its customary administrative charge. In the event of cave-ins, and the necessity to shore or slope hole, all associated cost with the removal of the excess soil and replacement with either sand or gravel will be considered and extra and all such cost shall be borne by Owner. In the event underground structures, cables, conduit, debris, rock, water, utilities, or running sand are encountered, destroyed or damaged during the performance of the work, Contractor shall not be held responsible, and Owner shall indemnify and save harmless Contractor and its agents and employees from all suits, actions or claims brought about by such encounter, destruction or damage. Should dewatering be required, the contractor shall not be responsible for disruption of adjacent backfill materials whether known or unknown at the time of the excavation, repairs to paving, concrete or structures shall be borne by Owner. Finished grades are to be established and verified by Owner. Owner will be responsible for filling all underground storage tanks with liquid for ballast after tank is installed and backfilled to top of tank. All costs in filling of underground storage tanks with either water or product for ballast, shall be borne by Owner. Contractor shall notify Owner when product and/or ballast will be needed. Contractor shall not be responsible for the contamination or loss of product used as ballast. In the event any tanks should float, Contractor shall be held blameless, and shall not be responsible for the contamination or loss of the product used for ballast. All expenses for equipment, labor, materials, and sub-contractors to reinstall tanks, or to clean up contamination or pollution shall be borne by Owner. Removal of ballast from tanks shall be at the expense of Owner unless otherwise specified herein. Owner shall be responsible for keeping accurate daily inventory records of all products used for ballast and must notify Contractor immediately if shortage occurs. Should the job be abandoned entirely as a result of such conditions, Contractor's cost for work performed to date shall be paid by Owner. Contractor will notify Owner of such conditions before proceeding with removal.

Hardware/Software Compatibility: In connection with this proposal, the parties assume that any fueling system hardware and software supplied by Purchaser is inherently compatible and requires only routine start-up programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller shall be entitled to full payment of the Contract Price including any extra charges to complete changes to customer equipment.

Changes: This agreement may be amended at the request of either party from time to time by written Change Order signed by both parties, setting forth the particular changes to be made and the effect of such changes on the price and the time of completion, subject to Seller's approval. A charge may be made for changes in drawings and/or specifications after Purchaser and Seller have previously agreed upon same. The total charge will include order reprocessing costs, additional material and labor costs. The total charge for these changes will be agreed to after receipt of written Purchaser authorization or direction for these changes. All clerical errors are subject to correction.

Contingencies: Seller will be excused from performance under this agreement and will have no liability for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays cause by the Purchaser or a third party or by an act of God, war, civil disturbance, fire, floods, frost, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of government agencies, accidents, court order, labor dispute, third party performance or nonperformance, or other cause beyond Seller's reasonable control, including, failures or fluctuations in electric power, heat, light, or telecommunications, and such nonperformance shall not be a default hereunder, or ground for termination of this agreement.

Limited Warranty:

a. Seller does not extend warranties to purchasers of material and equipment. The products sold may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. Manufacturer or Seller has no liability whatsoever for indirect, special, incidental, or consequential damages, including but not limited to lost profits, down time, loss of material or product, clean-up costs associated with loss of product or damages to other equipment, unless said damage or loss is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees or contractor. Seller represents that it will convey good title to items purchased, however, except as modified in the next paragraph, Seller makes no other warranty of any kind whatsoever, express or implied, and all implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed by Seller.

b. Seller extends to Purchaser a limited warranty for Seller's work performed under this proposal that such work will be rendered in accordance with good commercial practice for a limited period of 90 days from the date of Seller's completion of such work, unless otherwise required by applicable law; however, if during this period, there is a malfunction due to Seller's improper or substandard performance, Seller's liability is limited to the cost of repair or replacement of such equipment (provided that Seller is given the option of performing such repair or replacement work). This limited warranty is null and void in the event that the Purchaser or third party performs subsequent work on the equipment installed or repaired by Seller. Under no circumstances is Seller liable for indirect, special, incidental, or consequential damages, including but not limited to lost profits, down time, loss of material or product, clean-up costs associated with loss of product, or any damage to equipment not serviced, repaired, or installed by Seller. In the event that Seller shall be liable to Purchaser for damages arising under or in connection with this agreement, whether arising by negligence, intended conduct (but not intentional misconduct) or otherwise, Purchaser may receive from Seller its direct damages not to exceed the aggregate amount of purchase price paid for the particular good or services to which a claim if liability is asserted.

c. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold harmless from and defend and indemnify Seller for losses or claims for tank(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under the terms of this proposal, and Purchaser shall at all times provide adequate ballast.

d. B&K Equipment disclaims all liability for deterioration of finished concrete surfaces caused by conditions beyond our control, including but not limited to weather, environmental factors, usage patterns, and customer vehicle damage.

f. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE WARRANTY IN ANY WAY.

AGENDA MEMO
Municipal Services Committee
May 27, 2025

ISSUE STATEMENT

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

BACKGROUND/HISTORY

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

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

project scope, cost increases and renderings. See memo labeled as **Attachment C**. Below is a summary of the additional items identified as it related to change of scope in plans:

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

Comment Overviews

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

Committee of the Whole for the FY 25/26 Budget and City Council allocated funds in the amount of \$800,000 for the FY 25/26 Budget.

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

In summary, costs have been amended as follows:

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

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

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

STAFF RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

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

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

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

The scope of work included two concepts:

Concept 1

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

Concept 2

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

Additional work required for either concepts:

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

Construction budget for the above options as follows:

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

Engineering Design and bid specs	\$75,000
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The Staff and County have agreed to pursue Concept 2 in a preliminary amount of \$375,000. The cost share between the County and the City is 50/50 or \$187,500 per agency. The attached IGA, labeled as **Exhibit A** and includes estimated costs and further responsibility. Upon completion of the project the City will own and maintain the wall and wood fence. Upon completion of the

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

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

UPDATE FOR September 5, 2023 City Council

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

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

Attorney Murphey reviewed the language and concurs with the additional clarification

COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 6, 2023

 City of Darien
 1702 Plainfield Road
 Darien, IL 60561

Attention: Dan Gombac

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

Dear Dan:

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



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

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RESOLUTION NO. R-94-23

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. R-94-23

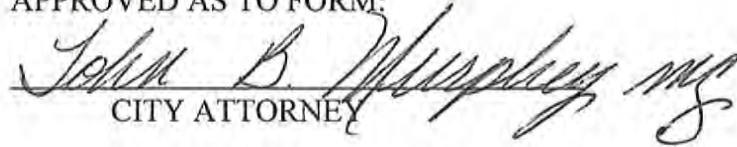
APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 5th day of September, 2023.


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



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

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

RECITALS

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

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

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

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

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

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

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

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

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

1.0 INCORPORATION

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

2.0 SCOPE OF PROJECT

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

3.0 RESPONSIBILITIES OF THE CITY

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

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

4.0 RESPONSIBILITIES OF THE COUNTY

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

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

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

5.0 MAINTENANCE

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

6.0 INDEMNIFICATION

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

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

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

7.0 GENERAL

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

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

8.0 ENTIRE AGREEMENT

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

9.0 NOTICES

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

City of Darien

1702 Plainfield Road

Darien, Illinois 60561

ATTN: Dan Gombac

Director of Municipal Services

Phone: 630.353.8106

Email: dgombac@darienil.gov

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

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

11.0 NON-ASSIGNMENT

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

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

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

13.0 GOVERNING LAW

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

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

14.0 SEVERABILITY

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

15.0 FORCE MAJEURE

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

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


COUNTY OF DU PAGE

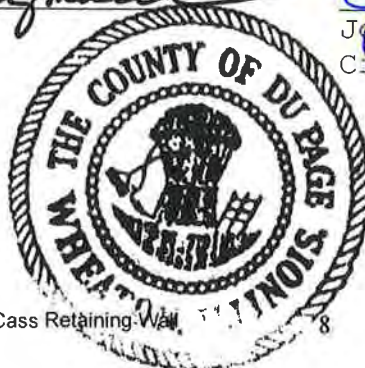

Deborah A. Conroy, Chair
DuPage County Board

CITY OF DARIEN


Joseph A. Marchese, Mayor
City of Darien

ATTEST:


Jean Kaczmarek
County Clerk



ATTEST:


JoAnne Ragona
City Clerk



EXHIBIT A
PROJECT COUNTY COST ESTIMATE

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



STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

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

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




City Clerk



September 7, 2023

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

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

Dear Sir/Madam,

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

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

Sincerely,
CITY OF DARIEN

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

Daniel Gombac
Director of Municipal Services

Enclosure

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



Transportation IGA

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

File #: DT-R-0082-23

Agenda Date: 9/19/2023

Agenda #: 20.B.

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

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

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

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

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

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

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

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

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

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



DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: 
JEAN KACZMAREK, COUNTY CLERK

AYES 17
NAYS 0
ABSENT 1



**DUPAGE
COUNTY**

General
630-407-6900

Maintenance
630-407-6920

Permitting
630-407-6900

Trails/Paths
630-407-6900

DIVISION OF TRANSPORTATION

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

www.dupageco.org/dot

October 2, 2023

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

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

Dear Mr. Gombac *dan*

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

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

Very truly yours,

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

Enclosure
CCS/jem

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

AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

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

RESOLUTION

AND

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

BACKGROUND

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

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

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

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

Task 2 – JULIE Utility Survey:

- Underground Utility Survey

Task 3 – Geotechnical Investigation:

- Soil Borings

Task 4 – Prefinal Plans, Specifications and Estimate:

Preparation of engineering plans, specifications and estimates

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

Preparation of final plans and bid documents

Task 6 – Bidding Assistance:

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

Task 7 – Meetings, Coordination and Management:

This task includes general project coordination, administration, and management

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

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

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

COMMITTEE RECOMMENDATION

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

AND

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

AGENDA MEMO
City Council
September 5, 2023

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY-UPDATE IS ITALICIZED

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

Plainfield Road-Southern Right of Way

Linden Avenue to Cass Ave 350 lineal feet

Cass Avenue-Eastern Right of Way

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



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

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

The scope of work included two concepts:

Concept 1

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

Concept 2

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

Additional work required for either concepts:

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

Construction budget for the above options as follows:

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

Engineering Design and bid specs	\$75,000
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The Staff and County have agreed to pursue Concept 2 in a preliminary amount of \$375,000. The cost share between the County and the City is 50/50 or \$187,500 per agency. The attached IGA, labeled as **Exhibit A** and includes estimated costs and further responsibility. Upon completion of the project the City will own and maintain the wall and wood fence. Upon completion of the

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

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

UPDATE FOR September 5, 2023 City Council

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

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

Attorney Murphey reviewed the language and concurs with the additional clarification

COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 6, 2023

 City of Darien
 1702 Plainfield Road
 Darien, IL 60561

Attention: Dan Gombac

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

Dear Dan:

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



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

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RESOLUTION NO. R-94-23

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. R-94-23

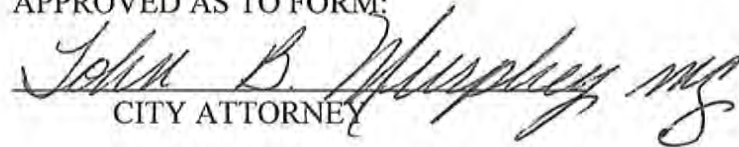
APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 5th day of September, 2023.


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



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

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

RECITALS

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

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

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

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

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

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

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

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

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

1.0 INCORPORATION

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

2.0 SCOPE OF PROJECT

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

3.0 RESPONSIBILITIES OF THE CITY

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

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

4.0 RESPONSIBILITIES OF THE COUNTY

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

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

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

5.0 MAINTENANCE

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

6.0 INDEMNIFICATION

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

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

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

7.0 GENERAL

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

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

8.0 ENTIRE AGREEMENT

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

9.0 NOTICES

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

City of Darien

1702 Plainfield Road

Darien, Illinois 60561

ATTN: Dan Gombac

Director of Municipal Services

Phone: 630.353.8106

Email: dgombac@darienil.gov

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

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

11.0 NON-ASSIGNMENT

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

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

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

13.0 GOVERNING LAW

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

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

14.0 SEVERABILITY

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

15.0 FORCE MAJEURE

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

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

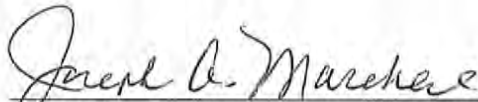
COUNTY OF DU PAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek
County Clerk

CITY OF DARIEN



Joseph A. Marchese, Mayor
City of Darien

ATTEST:



JoAnne Ragone
City Clerk



EXHIBIT A
PROJECT COUNTY COST ESTIMATE

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

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

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

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




City Clerk



September 7, 2023

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

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

Dear Sir/Madam,

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

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

Sincerely,
CITY OF DARIEN

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

Daniel Gombac
Director of Municipal Services

Enclosure

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

RESOLUTION NO. R-114-23

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

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

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

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

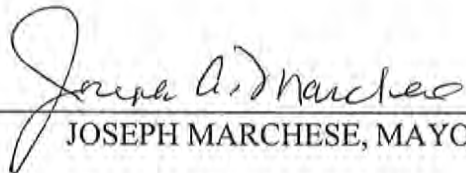
PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of November, 2023.

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

NAYS: 0 - NONE

ABSENT: 0 - NONE

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


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY




CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

September 22, 2023

 City of Darien
 1702 Plainfield Road
 Darien, IL 60561

Attention: Dan Gombac

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

Dear Mr. Gombac:

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

UNDERSTANDING OF THE ASSIGNMENT

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ESTIMATE OF FEE

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

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

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

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2023 Schedule of Charges
General Terms and Conditions

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

BY: Joseph A. Marchese
TITLE: Mayor
DATE: 11-6-23

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

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120

Direct Costs

Outside Copies, Blueprints, Messenger, Delivery Services, Mileage Cost + 12%

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
9. Compliance With Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

June 13, 2005

P:\Proposals\Terms and Conditions\GT&C 2005.061305.doc

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

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

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




City Clerk



November 8, 2023

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

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

Dear Mr. Lynch:

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

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

Sincerely,
CITY OF DARIEN

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

Daniel Gombac
Director of Municipal Services

Enclosure

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

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

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

January 7, 2023

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

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

Dear Dan:

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

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

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

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

Sincerely,

A handwritten signature in green ink, appearing to read 'Daniel Lynch'.

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





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


CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 27, 2024

 City of Darien
 1702 Plainfield Road
 Darien, Illinois

Attention: Dan Gombac

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

Dear Dan,

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

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

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

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

A handwritten signature in black ink, appearing to read "Stephen Sugg". The signature is fluid and cursive, with a large initial "S" and a stylized "S" at the end.

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

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

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

RESOLUTION NO. _____

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

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

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

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

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

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

RESOLUTION NO. _____

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

RECITALS

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

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

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

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

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

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

1) Section 3.0 RESPONSIBILITIES OF THE CITY

Paragraph shall be added:

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

2) Section 4.0 RESPONSIBILITIES OF THE COUNTY

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

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

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

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

3) Section 9.0 NOTICES

County of DuPage Director information shall be updated to:

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

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

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

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

COUNTY OF DU PAGE

CITY OF DARIEN

Deborah A. Conroy, Chair
DuPage County Board

Joseph A. Marchese, Mayor
City of Darien

ATTEST:

ATTEST:

Jean Kaczmarek
County Clerk

JoAnne Ragona
City Clerk

**AMENDED
EXHIBIT A
PROJECT COST ESTIMATE**

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

AGENDA MEMO
Municipal Services Committee
May 27, 2025

ISSUE STATEMENT

Approval of a text amendment to Title 6B of the City Code, Street Division, to add Chapter 8, establishing a Tree Protection Ordinance.

BACKGROUND

In January 2025 the City of Darien was awarded a \$100,000 subgrant by The Morton Arboretum's Chicago Region Trees Initiative (CRTI) to improve the community tree canopy. The competitive subgrant is among nearly 40 provided to nonprofits, government entities and other eligible groups through the Inflation Reduction Act (IRA) funding to the U.S. Department of Agriculture (USDA) Forest Service, administered by CRTI. The grant does not require matching funds and were made available for projects in communities that meet the federal requirements. The funding can be used for projects that increase tree canopy, improve forest health, and create or enhance community forestry programs. Through this subgrant, the City of Darien will plant approximately 200 new trees in eligible areas of the community by the end of Fall 2026.

As part of the City's commitments to the grant, we are required to adopt a tree protection ordinance. The revised code will provide a tool for the City to promote tree planting, growth and maintenance within the City's Rights of Ways. The code text amendment will be an additional chapter within Title 6B, of the City Code, Street Division, referred to as Chapter 8, Tree Protection Ordinance. The attached ordinance will be codified upon passage. Attached and labeled as Exhibit A is the Tree Protection Ordinance and highlights the following:

6B-8-1: TITLE:

This chapter shall be known as the "TREE PROTECTION ORDINANCE."

6B-8-2: PURPOSE AND INTENT Items A-J

6B-8-3: APPLICABILITY

6B-8-4: EXEMPTIONS

6B-8-5: DEFINITIONS

6B-8-6: TREE PLANTING STANDARDS; TREE CARE AND REMOVAL

6B-8-7: ADMINISTRATION AND ENFORCEMENT

6B-8-8: PENALTIES

6B-8-9: APPEALS

6B-8-10: SEVERABILITY

STAFF RECOMMENDATION

Approval of a text amendment to Title 6B of the City Code, Street Division, to add Chapter 8, establishing a Tree Protection Ordinance.

ALTERNATIVE CONSIDERATION

As recommended by the Municipal Services Committee

DECISION MODE

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

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 6B OF THE DARIEN CITY CODE
TO ADD CHAPTER 8, ESTABLISHING A TREE PROTECTION ORDINANCE
TO REGULATE TREES WITHIN PUBLIC RIGHTS-OF-WAY
AND ON CITY-OWNED PROPERTY**

(PZC2025-09: TREE PROTECTION ORDINANCE)

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

THIS ____ DAY OF _____, 2025

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of _____, 2025.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 6B OF THE DARIEN CITY CODE
TO ADD CHAPTER 8, ESTABLISHING A TREE PROTECTION ORDINANCE
TO REGULATE TREES WITHIN PUBLIC RIGHTS-OF-WAY
AND ON CITY-OWNED PROPERTY**

(PZC2025-09: TREE PROTECTION ORDINANCE))

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City of Darien has the authority to adopt ordinance and to promulgate rules and regulations governing the use of public rights-of-ways and that protect the public health, safety, and welfare of its citizens; and

WHEREAS, the City of Darien uses the public rights-of-way within its corporate limits to provide essential public services to its residents and businesses; and

WHEREAS, the public rights-of-way within the City of Darien are a limited public resource held in trust by the City of Darien for the benefit of its citizens and the City of Darien has a custodial duty to ensure that the public rights-of-way are used, repaired and maintained in a manner that best serves the public interest; and

WHEREAS, the corporate authorities of the City of Darien find and determine that it is

necessary to and in the best interests of the public health, safety and general welfare to establish regulations that preserve, protect, replace and properly maintain trees planted on publicly-owned property or rights-of-way, and protect the public from trees which pose a threat or danger because: (i) trees are an important public resource, (ii) trees preserve and enhance the City's physical and aesthetic environment, (iii) trees enhance the air quality by absorbing carbon dioxide, filtering out air pollutants, and providing oxygen, (iv) trees reduce topsoil erosion by the holding effect of their roots, (v) trees reduce stormwater runoff and replenish groundwater supplies, (vi) trees provide a buffer and screen against noise pollution, (vii) trees reduce energy consumption by acting as a windbreak and producing shade, (viii) trees preserve and enhance nesting areas for birds and other wildlife, which, in turn, assist in the control of insects, (ix) trees protect and enhance property values, and (x) trees protect and enhance the quality of life and general welfare of the City; and

WHEREAS, this Ordinance establishes generally applicable standards that preserve, protect, replace and properly maintain trees planted on publicly-owned property or rights-of-way, and protect the public from trees which pose a threat or danger;

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

SECTION 1: Title 6B of the City Code of Darien, to add Chapter 8, Tree Protection Ordinance, attached hereto as Exhibit "A".

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 no delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

SECTION 3: Effective Date. The Ordinance amendment provided for in this Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS,** this ____ day of _____, 2025.

AYES _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS,** this ____ day of _____, 2025.

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT A

TITLE 6B

CHAPTER 8 – TREE PROTECTION ORDINANCE

6B-8-1: TITLE:

This chapter shall be known as the “TREE PROTECTION ORDINANCE.”

6B-8-2: PURPOSE AND INTENT:

The purpose of this Chapter is to preserve, protect, replace and properly maintain trees planted on publicly-owned property or rights-of-way, and protect the public from trees which pose a threat or danger because:

- (A) Trees are an important public resource.
- (B) Trees preserve and enhance the City's physical and aesthetic environment, especially its natural and unique atmosphere;
- (C) Trees enhance the air quality by absorbing carbon dioxide, filtering out air pollutants, and providing oxygen;
- (D) Trees reduce topsoil erosion by the holding effect of their roots;
- (E) Trees reduce stormwater runoff and replenish groundwater supplies;
- (F) Trees provide a buffer and screen against noise pollution;
- (G) Trees reduce energy consumption by acting as a windbreak and producing shade;
- (H) Trees preserve and enhance nesting areas for birds and other wildlife which, in turn, assist in the control of insects;
- (I) Trees protect and enhance property values;
- (J) Trees protect and enhance the quality of life and the general welfare of the City.

6B-8-3: APPLICABILITY:

All trees planted on publicly-owned property or rights-of-way are subject to the provisions of this chapter.

6B-8-4: EXEMPTIONS:

The provisions of this chapter shall not apply to any person doing business as a public utility, and/or any duly constituted public agency authorized to provide and providing utilities service

that is trimming, bracing, removing or performing other such acts with respect to trees which grow on publicly-owned property or rights-of-way as may be necessary to comply with safety regulations applicable to public utilities.

6B-8-5: DEFINITIONS:

ANSI:	American National Standards Institute.
ARBORIST:	An individual trained and experienced in the profession of forestry or other similarly degreed and/or licensed tree professional.
CONIFEROUS TREE:	A tree mostly needle-leaved or scale-leaved, typically evergreen and/or cone-bearing such as pines, spruces, and firs.
CALIPER INCH(ES):	Units used to describe a tree's diameter as measured by calipers or a diameter tape.
CONSERVANCY AREA:	Any area designated by the City, state agency, or by City approved subdivision or restriction, to be kept in a particular natural state or for special environmental preservation or control.
DECIDUOUS TREE:	A deciduous tree is one that loses most or all of its leaves for part of the year. Deciduous trees are also considered to be broad-leaf or hardwood trees.
DEVELOPMENT:	Any proposed change in the use or character of land, including, but not limited to, the replacement of any structure or site improvements. When appropriate to the context, development may refer to any conduct which requires the receipt of a building, or site work permit.
DIAMETER BREAST HEIGHT (DBH):	The diameter of the trunk of the tree measured in caliper inches at a point 4.5 feet above the ground line. This point of measurement is used for established and mature trees and is referred to as DBH. All references to diameter size shall be to the DBH.
EVERGREEN TREE:	A tree that retains most of its leaves for most of the year.
HAZARD:	A declining tree which, as determined by the City, would cause damage or injury to a target such as a structure or person.
HERITAGE TREE:	Large mature trees requiring special consideration including all trees in the Genus Quercus (oak),

	Carya (hickory), or Juglans (walnut) species which have a DBH of twenty inches (20") or greater.
IMPACTED TREE:	A tree that has been negatively affected by proximity to development, vehicle or equipment traffic, material storage, excavation, or other damages as determined by the City.
INVASIVE:	Non-native species of tree, shrub, or plant which reproduce rapidly and threaten to cause economic or environmental harm to native vegetation and/or human health.
MULTI-STEM TREE:	A single tree made up of three or more main stems originating below the height used for measuring DBH.
NATURAL AMENITY EXCEPTION:	A landscape and preservation plan intended as a substitute for the replacement requirements of this Chapter.
NUISANCE:	A tree, shrub, or plant material that is dead, dying, diseased, or otherwise no longer viable and poses a threat to persons, property, or other viable trees. Also includes invasives and certain species tree, shrub, or plant harboring pests or species undesirable to native landscapes; e.g. Partially fallen trees, Acer negundo (box elder), Maclura pomifera (Osage orange).
OPEN SPACE AREA:	See "Open Space" in Zoning Definitions (Section 5A-13-1).
PARCEL:	A lot of record, zoning lot or any grouping of adjacent lots under single ownership, serving a principal structure or use.
REAR YARD:	See "Yard, Rear" in Zoning Definitions (Section 5A-13-1).
SIGNIFICANT:	Trees that are desirable for the landscape, including Appendix "A", non- Appendix "A", and native species which are greater than 10" DBH, viable and in good form.
SITE:	That parcel of land for which a permit for landscaping or tree removal is sought.
TRANSPLANTING:	The removal of any tree for replanting elsewhere.

TREE:	Any self-supporting woody plant, together with its root system, growing upon the earth usually with one trunk, or a multi-stemmed trunk system, supporting a definitely formed crown. For regulatory purposes of this Chapter, the plant commonly referred to as “buckthorn” shall not be considered a tree.
TREE REMOVAL:	The cutting down, destruction, removal, or relocation of any tree.
TREE SURVEY:	A document that identifies, by common name and/or scientific name, certain species of trees of a specified DBH within a particular site. The survey shall list, as required by the City, all existing and proposed trees and shall specifically state whether each tree is proposed to be destroyed, relocated, replaced, preserved at its present location, or introduced into the development from an offsite source. The City may provide that the tree survey exclude those portions of the site that it determines will not be affected by the development activity. Any tree survey required by this Chapter 1 must be dated within thirty-six months of the tree removal permit application.
UNATTACHED AMENITY:	Any swimming pool, gazebo, garage, patio, play apparatus, basketball court, tennis court, tent, or similar structure or installation which is not attached to the principal building on the lot.
VIABLE:	A tree, which in the judgment of the City is capable of sustaining its own life processes, unaided by man, for a reasonable period of time.

6B-8-6: TREE PLANTING STANDARDS; TREE CARE AND REMOVAL:

(A) The City Council hereby adopts the most current ANSI A300 and Z60.1 standards for the care, maintenance, pruning and planting of trees.

(B) The City has the right to plant, prune, maintain and remove trees on publicly-owned property or rights-of-way, as may be necessary to preserve or enhance the symmetry and beauty of such public ways or grounds.

(C) Any person, contractor, or firm in the occupation or business of consulting, interacting, or in any way impacting trees on publicly-owned property or rights-of-way must be or have a certified arborist, or a person deemed qualified by the Director of Municipal Services, on staff in order to undertake any activity on trees, including but not limited to pruning, planting, treating, or removing any tree.

(D) The Director of Municipal Services or City Arborist may remove or may remove or cause or order to be removed, any tree or part thereof on City property to ensure public safety which by reason of its nature is:

1. Injurious to sewers, electric power lines, gas lines, water lines or other public improvements, or is affected with any injurious fungus, insect, or other pest;
2. Crippled, deformed, and physically damaged trees shall be removed and replaced, if in the City Arborist's opinion recovery and normal development cannot be expected;
3. Infected with an incurable disease that will result in either: i) deformation, ii) death, or iii) infection of other trees; or
4. Determined to present a potential for endangering life or property because of its condition or location.

(E) It shall be unlawful for any person, contractor, or firm to plant, arrange for the planting of, remove, arrange for the removal of, injure, or destroy a tree on publicly-owned property or rights-of-way without written authorization and in accordance with the following conditions:

1. The tree is diseased, dead or dying;
2. The tree is damaged or injured to the extent that it is likely to die or become diseased, or such that it constitutes a hazard;
3. Removal of the tree is consistent with good forestry practices, that is, consideration is given to the species of tree, location, conditions, age, safety, historic and aesthetic value of the tree to be removed; or
4. Reasonable efforts have been undertaken in the architectural layout and design of a private improvement or development to minimize tree removal.

(F) The City or its contractor have the right to perform emergency tree services on publicly-owned property and rights-of-way in the event of any disaster or such occurrence that constitutes an immediate hazard to person, property, or any safety issues.

6B-8-7: ADMINISTRATION AND ENFORCEMENT:

The Director of Municipal Services or his designee shall have the duty to enforce the provisions of this chapter.

6B-8-8: PENALTIES:

(A) Any person who violates, disobeys, omits, neglects, or refuses to comply with, or who resists enforcement of any provisions of this chapter, shall be subject to a fine of not less than one hundred dollars (\$100.00) nor more than seven hundred and fifty dollars (\$750.00) for each offense. A separate offense shall be deemed committed on each day that such violation occurs or continues.

(B) The owner or tenant of any building, structure, or land and any architect, builder, constructor, agent or other person who commits, participates or assists in, or maintains such

violation may each be found guilty of a separate offense and suffer the penalties herein provided.

(C) If, as the result of the violation of any provision of this title, the injury, mutilation, or death of a tree on City property is caused, the cost of repair or replacement of such shall be borne by the person, contractor, or firm found in violation thereof. The replacement value of a tree shall be determined in accordance with the latest version of *A Guide to the Professional Evaluation of Landscape Trees, Specimen Shrubs and Evergreens*, as published by the International Society of Arboriculture, and shall be payable to the City within thirty (30) days of the issuance of a decision.

6B-8-9: APPEALS:

(A) Authority: The Municipal Services Committee shall hear and decide appeals from any person aggrieved by an administrative order, requirement, decision, or determination by City staff in the enforcement of this chapter.

(B) Filing of Appeal: A notice of appeal must be filed with the City Clerk within ten (10) days. The City Clerk shall process and forward the notice for appeal to the Municipal Services Committee for review and hearing at its next regularly scheduled meeting.

(C) Action by the Municipal Services Committee:

1. The Municipal Services Committee shall hold a hearing at a reasonable time and place, within fifteen (15) days from the date the appeal was forwarded to it by the City Clerk, and shall give notice thereof to the parties, including the appellant, the Zoning Enforcement Officer, the Mayor, and any other affected party who has requested in writing to be so notified. Such hearing shall not be continued more than once without the consent of the applicant, and in that event, for no more than seven (7) days.

2. The Municipal Services Committee shall decide the appeal and forward a report of their decision to the applicant and to the City Council within fifteen (15) days after the close of the hearing. The Municipal Services Committee may reverse or affirm, wholly or partly, or may modify the order, requirement or decision or determination as in its opinion ought to be made on the premises and to that end has all the powers of the official from whom the appeal is taken.

3. All final administrative decisions of the Municipal Services Committee under this Section shall be subject to judicial review pursuant to the provisions of the Administrative Review Act.

6B-8-10: SEVERABILITY:

If any section of this chapter, or any portion thereof, is held invalid or unconstitutional by any court or administrative agency having competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof.

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MAY 27, 2025

CASE

PZC2025-08

Variation

Daniel Dobrzynski – 8337 Grandview Lane

ISSUE STATEMENT

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

GENERAL INFORMATION

Petitioner:	Daniel Dobrzynski
Property Owner:	Daniel and Denine Dobrzynski
Property Location:	8337 Grandview Lane
PIN Number:	09-31-401-005
Existing Zoning:	Single-Family Residence Zoning District (R-2)
Existing Land Use:	Detached Single-Family Home
Comprehensive Plan:	Low Density Residential
Surrounding Zoning & Uses	
North:	Single-Family Residence (R-2); Single-Family
East:	Single-Family Residence (R-2); Single-Family
South:	Single-Family Residence (R-2); Single-Family
West:	Single-Family Residence (R-2); Single-Family
Size of Property:	0.26 Acres
Floodplain:	N/A
Natural Features:	Generally flat, gentle slope from east to west
Transportation:	Accessed from a driveway on Grandview Lane.

ATTACHMENTS

- 1) **LOCATION MAP AND AERIAL PHOTO**
- 2) **PLAT OF SURVEY**
- 3) **SITE PHOTOS**
- 4) **PROPOSED FENCE PLAN**
- 5) **FENCE PLAN WITHOUT VARIATION**
- 6) **HARDSHIP DIAGRAM**
- 7) **JUSTIFICATION NARRATIVE**

BACKGROUND / ANALYSIS

Background: The subject property, 8337 Grandview Lane, is located at the northeast corner of Grandview Lane and Drover Lane in the Single-Family R-2 District (see Attachment 1). It is part of the Gallagher and Henry's Farmingdale Village Unit 3 Subdivision. The 0.26-acre parcel is improved with a single-family residence and is fairly flat, gently sloping from east to west. As depicted on the plat survey (see Attachment 2) and site photos provided by the petitioner (see Attachment 3), an existing four-foot fence bounds the corner side yard along Drover Lane, which is aligned at an acute angle from the intersection of Grandview Lane and Drover Lane.

Proposal: The petitioner proposes to construct a six-foot tall fence in the same approximate location as the existing four-foot fence, with the exception of a 10-foot deep by 13-foot wide section at the southeast corner of the lot, which will be angled to allow for sight-line safety for the rear neighbor when they exist their driveway (see Attachment 4).

Zoning Code Regulations: Section 5A-5-8-2-(A)-2 and -4 of the Darien Zoning Code states that fences six-feet in height may be constructed in corner side yards and rear yards, “*provided that the height of the fence shall not exceed four feet (4') in that part of the actual rear yard abutting a front yard of another lot.*” Under the normal zoning conditions without a variation, a fence would be restricted to four-feet in height when approaching the front yard of the neighbor to the east (see Attachment 5).

Variation: In order to allow the proposed fence plan, a variation from Section 5A-5-8-2-(A)-4 is required. The petitioner posits that the acute alignment of Drover Lane, and the elevation of Drover Lane approximately four-feet above the elevation of residence are hardships, as a fence that complies with the zoning code does not allow for the enjoyment of a private yard area that properties in the same vicinity and same zoning district enjoy. These hardships are illustrated in Attachment 6, which the petitioner prepared.

Findings of Fact: City staff has reviewed the petitioner submitted documents. The petitioner submitted a Justification Narrative (see Attachment 7). with a detailed description of the project and requested relief, in addition to Findings of Fact that would support the variation request. For reference, the criteria the Planning and Zoning Commission and City Council votes on for City Variation requests are included below.

Variation Criteria:

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

- a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.*
- b) The plight of the owner is due to unique circumstances.*
- c) The variation if granted will not alter the essential character of the locality.*
- d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.*
- e) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.*
- f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.*
- g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- h) Create Community Problem: The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.*
- i) Net Benefit: The positive impacts to the community outweigh the negative impacts.*

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

PZC MEETING MAY 7, 2025

The Planning, Zoning and Economic Development Commission reviewed this item at its meeting on May 7, 2025. The petitioner was present and answered questions after staff's introduction of the case. Members of the public were in attendance. Staff answered various questions about the site and fencing requirements under the zoning code.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission made a motion to forward the case with a favorable recommendation to the Municipal Services Committee and City Council. The motion carried with a 6-0 vote.

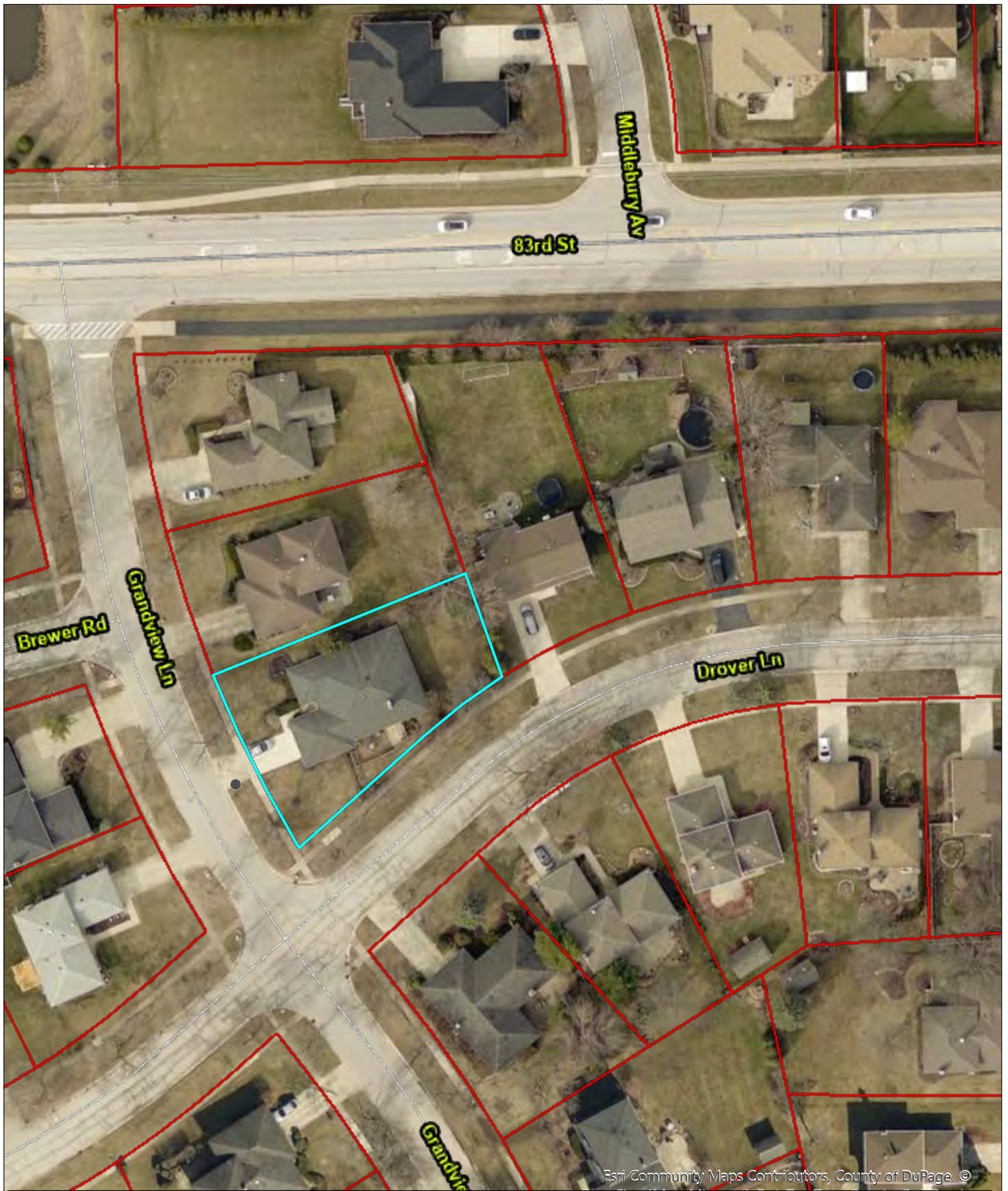
DECISION MODE

The Municipal Services Committee will consider this item at its meeting on May 27, 2025.

MEETING SCHEDULE

Municipal Services Committee
City Council

May 27, 2025
June 2, 2025



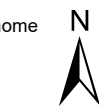
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DuPage County
Information Technology Department
GIS Division
421 N County Farm Rd.
Wheaton, IL 60187
Ph# (630)407-5000
Email: gis@dupageco.org

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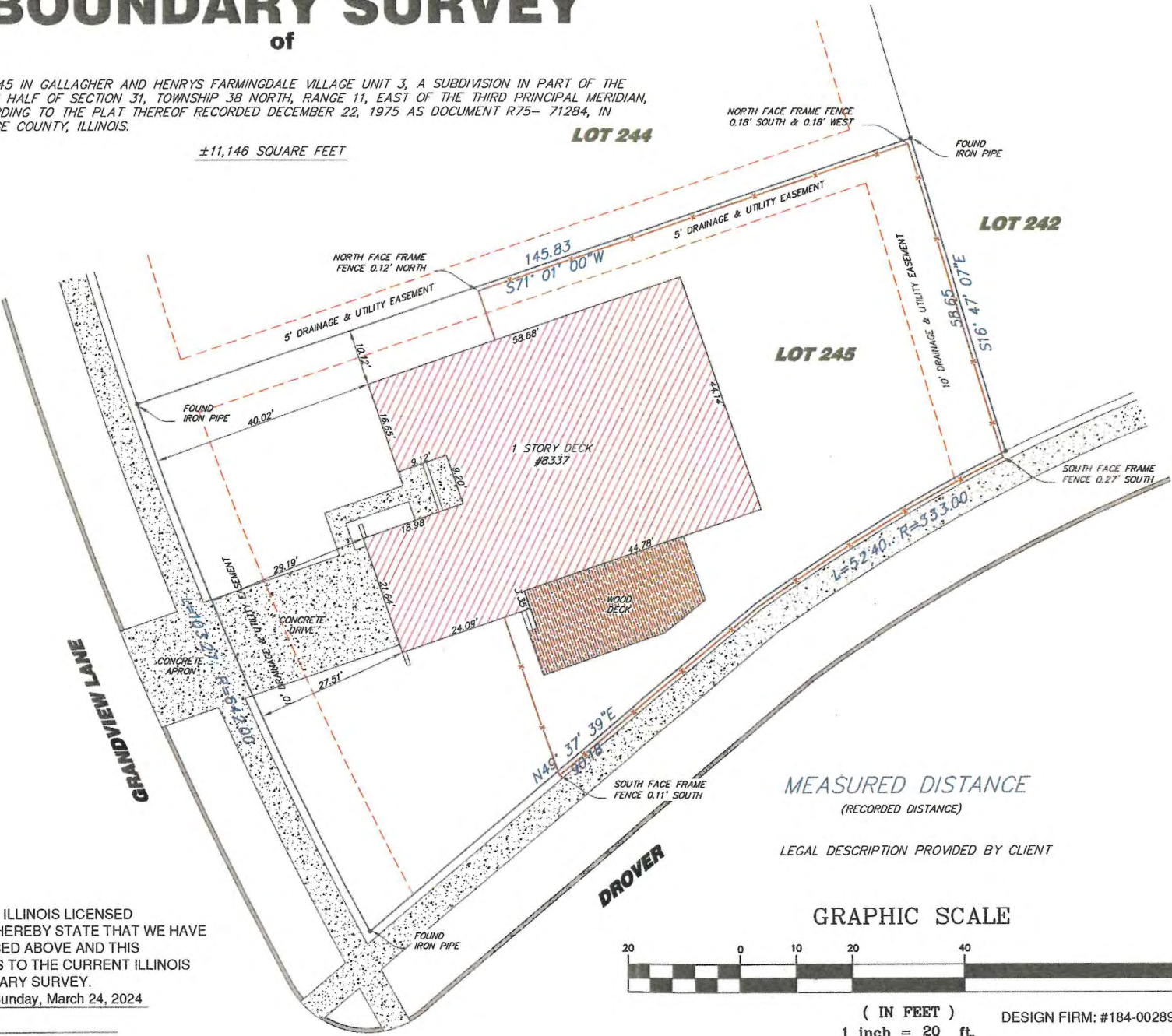
 Cadastral Real Estate	 1	 6
 Subdivision Lot Lines	 10	 7
Pavement_Centerline	 2	 8
CLASS	 3	 9
	 4	
	 5	
	 0	

BOUNDARY SURVEY

of

LOT 245 IN GALLAGHER AND HENRYS FARMINGDALE VILLAGE UNIT 3, A SUBDIVISION IN PART OF THE SOUTH HALF OF SECTION 31, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 22, 1975 AS DOCUMENT R75- 71284, IN DUPAGE COUNTY, ILLINOIS.

±11,146 SQUARE FEET



STATE OF ILLINOIS }
COUNTY OF COOK } C.C.

PYRAMID LAND SURVEYORS, INC. AS ILLINOIS LICENSED PROFESSIONAL LAND SURVEYORS, HEREBY STATE THAT WE HAVE SURVEYED THE PROPERTY DESCRIBED ABOVE AND THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.
GIVEN UNDER MY HAND AND SEAL Sunday, March 24, 2024

Gene Scola

GENE SCOLA PLS #035-003364 EXPIRES 11-30-2024

MEASURED DISTANCE
(RECORDED DISTANCE)

LEGAL DESCRIPTION PROVIDED BY CLIENT

GRAPHIC SCALE



(IN FEET)
1 inch = 20 ft.

DESIGN FIRM: #184-002898

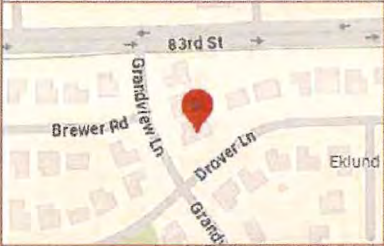
ORDERED BY

PAUL J. SKRMD
ATTORNEY AT LAW

8933 WEST CERMAK RD.
NORTH RIVERSIDE, IL 60546

TEL: (708) 447-6100
FAX: (708) 447-3777

VICINITY MAP



8337 GRANDVIEW LANE



PIN# 09-31-401-005-0000



PYRAMID LAND SURVEYORS
Land Surveyors Illinois and Wisconsin

1255 GANNON DRIVE, UNIT 958605
HOFFMAN ESTATES ILLINOIS, 60169
PHONE 224-306-4489

FIELD WORK COMPLETED: MARCH 22, 2024

DRAWN BY: G.V.S. SCALE: 1"=20'

BOOK NUMBER: 2403-37

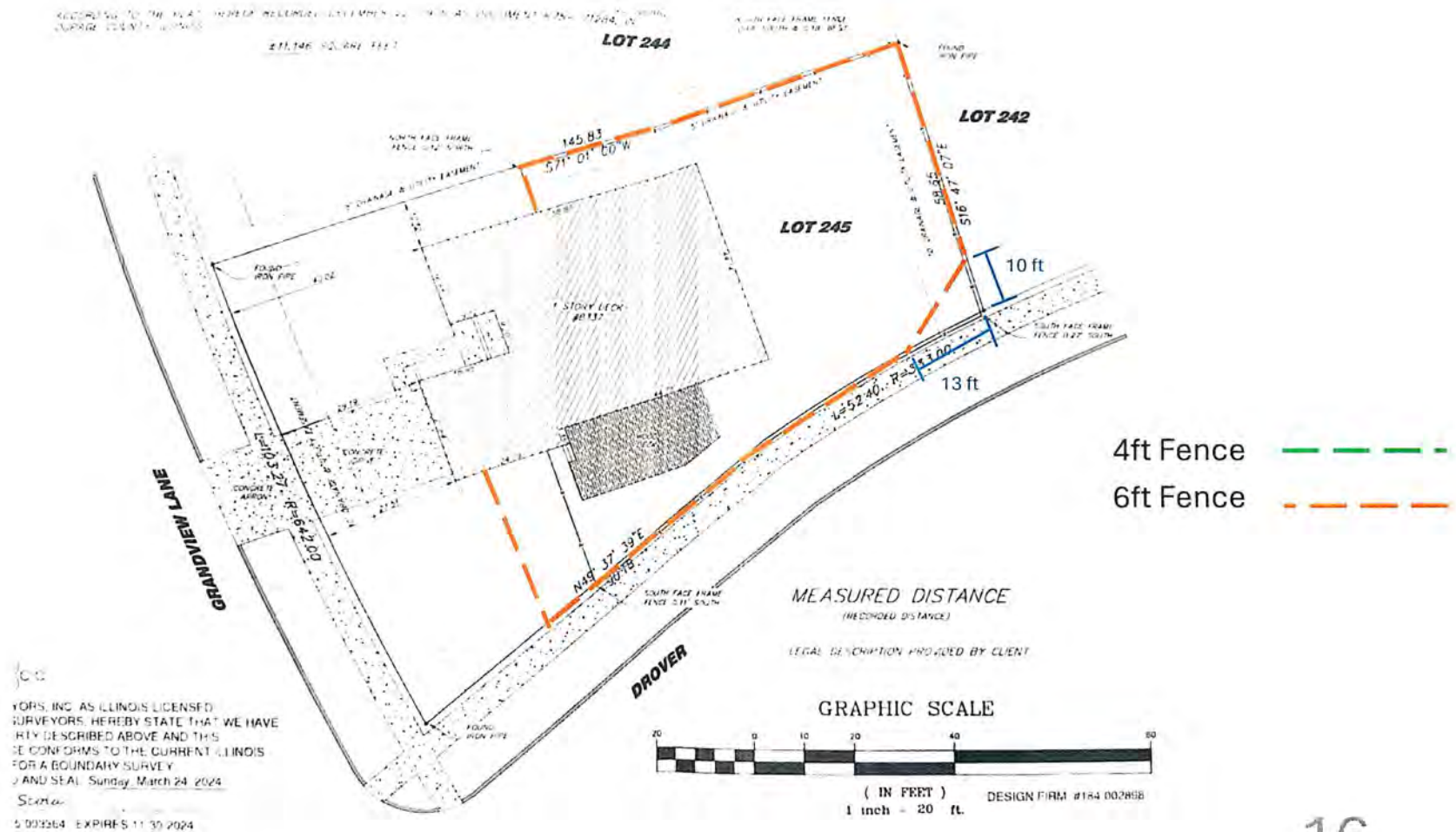
DRAWING NUMBER: 117-240365

pyramidpls@yahoo.com

8337 Grandview Ln.
(R-2 Zoning - 3BD, 2BR)



Fence layout with proposed variance.



Hardship 1: Acute street angle prohibits any private gathering spaces in the outdoor sections of the property.



Hardship 2: Topographical street differences coupled with acute street angle and 4ft fence limit would force nighttime road traffic to shine lights directly into all bedroom windows at rear of home.



City of Darien – Zoning Variance Request

Justification Narrative

RECEIVED
APR 04 2025
Community Development
City of Darien

Daniel and Denine Dobrzynski
8337 Grandview Ln
Darien, IL 60561
March 30, 2025

Village of Darien - Zoning Board
Darien City Hall

1702 Plainfield Road
Darien, IL 60561

Subject: Request for Fence Height Variance

Dear Zoning Board Members,

I am writing to formally request a variance for a fence height exceeding the current zoning regulations for my property located at 8337 Grandview Lane. This request is made due to unique circumstances that impact the reasonable use and security of my property. Below, I provide justification for my request, addressing the required decision criteria as outlined in City Code Section 5A-2-2-3.

Explanation of the Request

I am requesting a variance to allow a fence height of six (6) feet instead of the currently permitted four (4) feet. The reason for this request is to enhance security, privacy, and safety due to specific conditions present on my property.

Hardship Condition

The unique conditions of my property create a hardship in adhering to the current zoning regulations. Specifically, the acute angle of the street severely limits the ability to create private gathering spaces in the outdoor sections of my property. Without the requested fence height increase, there is no suitable area for outdoor enjoyment that is shielded from public view and traffic disturbances.

Additionally, the topographical differences between my property and the street, combined with the acute street angle and the current 4-foot fence limit, result in pedestrian sightline access and nighttime road traffic shining lights directly into bedroom windows at the rear of my home. This

situation creates a substantial disruption to privacy and quality of life since all three (3) of the home's bedrooms have windows in the rear of the property. The requested fence height variance would help alleviate privacy and potential nighttime disturbances.

Impact on Neighbors

The requested fence height variance will have minimal to no negative impact on my neighbors. I have consulted with my immediate neighbor, and we have agreed that the proposed variation (outlined in more detail via supplemental plan drawings) would not create an undue hardship or be detrimental to adjacent property values. In fact, changes to the fence will require clearing of invasive trees and bushes that currently are a safety issue and nuisance to the property owner in the rear of my home. Removal of the growth and installation of a new fence will enhance privacy for both my property and neighboring properties and contribute to a more secure and aesthetically pleasing neighborhood environment.

Decision Criteria Responses

2a. Reasonable Return

Due to the unique conditions described, my property cannot yield a reasonable return if I am restricted to the currently allowed fence height. A lower fence would fail to provide the necessary security and privacy, potentially decreasing my property's value and usability.

2b. Unique Circumstances

The plight of the owner is due to unique circumstances, such as the acute street angle and topographical differences, which create privacy and security challenges not found on neighboring properties. These conditions justify the need for a higher fence.

2c. Character of Locality

The proposed fence height will not alter the essential character of the locality. Many nearby properties already have similar fence heights, or the proposed modification aligns with existing community aesthetics.

3a. Essential Need

Without the requested variance, I would experience substantial difficulty maintaining privacy and security. This is not a matter of mere inconvenience or financial gain but a necessary measure to ensure a reasonable quality of life.

3b. Property-Specific Problem

The acute street angle, coupled with topographical differences, makes it unreasonable to comply with the standard zoning requirements. These features were not created by me nor known at the time of purchase.

RECEIVED

APR 04 2025

Community Development
Space-Darien

3c. Smallest Solution

I have considered alternative solutions, including landscaping and repositioning of living spaces, but these do not sufficiently address the issues. The requested variance represents the smallest necessary deviation from zoning rules.

3d. Neighbor Impact

The variance will not cause substantial difficulty, undue hardship, or unreasonable burden to neighboring properties. I have discussed this proposal with my neighbor, and we agree that the variation will allow for a more safe condition when operating vehicles than currently and will not negatively impact property values or neighborhood cohesion.

3e. Community Impact

While similar requests may arise from other property owners, granting this variance will not create an unreasonable burden or undesirable precedent. Each case should be considered based on individual property characteristics.

3f. Net Benefit

The positive impacts of this variance, including improved security, privacy, and neighborhood aesthetics, outweigh any potential negatives.

3g. Compliance with Zoning Intent

The requested variance aligns with the intent of the Zoning Code, as it prevents nuisances, conserves property values, and enhances public safety and welfare.

Conclusion

Considering the justifications provided, I respectfully request the approval of this fence height variance. I appreciate the Board's time and consideration of my request. Please feel free to contact me if further information is needed.

Sincerely,

Daniel and Denine Dobrzynski

1-708-214-8679

dan.dobrzynski@gmail.com

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MAY 27, 2025

CASE

PZC2025-10

Variation

Brennan O'Brien – 2330 Green Valley Road

ISSUE STATEMENT

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

GENERAL INFORMATION

Petitioner:	Brennan O'Brien
Property Owner:	Brennan and Jenna O'Brien
Property Location:	2330 Green Valley Road
PIN Number:	09-29-402-013
Existing Zoning:	Single-Family Residence Zoning District (R-2)
Existing Land Use:	Detached Single-Family Home
Comprehensive Plan:	Low Density Residential
Surrounding Zoning & Uses	
North:	Single-Family Residence (R-2); Single-Family
East:	Single-Family Residence (R-2); Single-Family
South:	Single-Family Residence (R-2); Single-Family
West:	Single-Family Residence (R-2); Single-Family
Size of Property:	0.23 Acres
Floodplain:	N/A
Natural Features:	Generally flat
Transportation:	Accessed from a driveway on Green Valley Rd.

ATTACHMENTS

- 1) LOCATION MAP AND AERIAL PHOTO
- 2) PLAT OF SURVEY WITH PROPOSED FENCING
- 3) JUSTIFICATION NARRATIVE

BACKGROUND / ANALYSIS

Background and Proposal: The subject property, 2330 Green Valley Road, is located at the northwest corner of Green Valley Road and Surrey Drive in the Single-Family R-2 District (see Attachment 1). It is part of the Gallagher and Henry's Farmingdale Ridge Subdivision. The 0.23-acre parcel is improved with a single-family residence and is fairly flat. As depicted on the plat survey (see Attachment 2), there is no fencing and the house is placed such that there is little private yard area. The property owner proposes to construct a six-foot tall fence along the perimeter of the property. Due to the placement of the driveway on the property to the rear of the subject property pushed to the north, no sight-line obstructions are present.

Zoning Code Regulations and Variation: Section 5A-5-8-2-(A)-2 and -4 of the Darien Zoning Code states that fences six-feet in height may be constructed in corner side yards and rear yards,

“provided that the height of the fence shall not exceed four feet (4') in that part of the actual rear yard abutting a front yard of another lot.” Under the normal zoning conditions without a variation, a fence would be restricted to four-feet in height when approaching the front yard of the neighbor to the north. In order to allow the proposed fence plan, a variation from Section 5A-5-8-2-(A)-4 is required. The petitioner justifies the variation due to the hardship of not having a usable private yard area, as neighboring properties in the same zoning district do.

Findings of Fact: City staff reviewed the petitioner submitted documents, including a Justification Narrative (see Attachment 3) that supports the variation request. For reference, the criteria for City Variation requests are included below.

Variation Criteria:

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

- a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.*
- b) The plight of the owner is due to unique circumstances.*
- c) The variation if granted will not alter the essential character of the locality.*
- d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.*
- e) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.*
- f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.*
- g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- h) Create Community Problem: The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.*
- i) Net Benefit: The positive impacts to the community outweigh the negative impacts.*
- j) Sacrifice Basic Protections: The variation, if granted, will comply with the purposes and intent of this title set forth in subsection 5A-1-2(A) of this title and summarized as follows: to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.*

PZC MEETING MAY 7, 2025

The Planning, Zoning and Economic Development Commission reviewed this item at its meeting on May 7, 2025. The petitioner was present and answered questions after staff's introduction of the case. Members of the public were in attendance and provided comment on the aesthetic impact to the neighborhood. Staff answered various questions about the site, drainage, and fencing requirements under the zoning code.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission

made a motion to forward the case with a favorable recommendation to the Municipal Services Committee and City Council. The motion carried with a 6-0 vote.

DECISION MODE

The Municipal Services Committee will consider this item at its meeting on May 27, 2025.

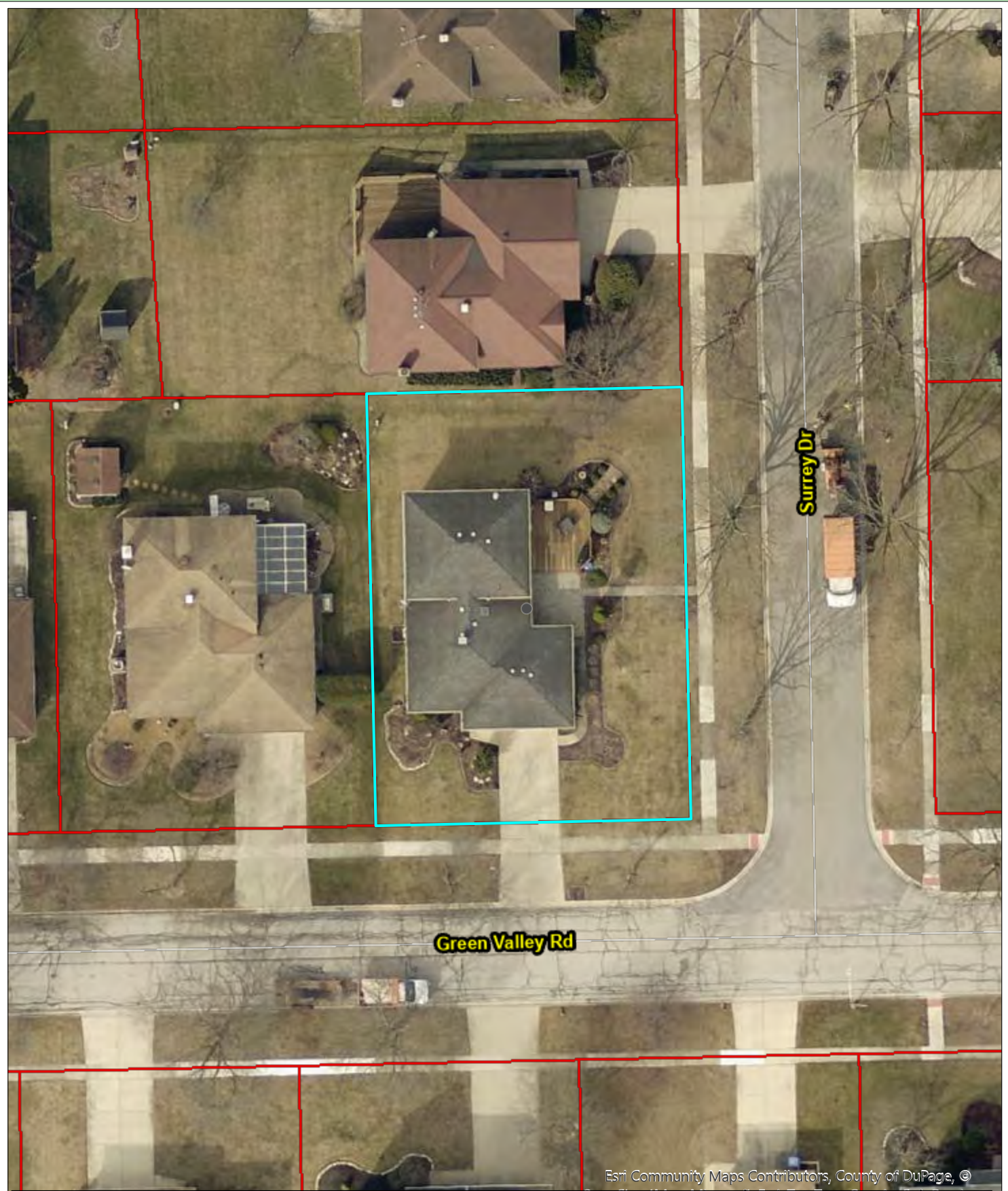
MEETING SCHEDULE

Municipal Services Committee
City Council

May 27, 2025
June 2, 2025

PORTRAIT

DuPage Web Mapping Application - DuPage County, Illinois



Esri Community Maps Contributors, County of DuPage, ©

DuPage County
Information Technology Department
GIS Division
421 N County Farm Rd.
Wheaton, IL 60187
Ph# (630)407-5000
Email: gis@dupageco.org

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

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

This map is for assessment purposes only.



Copyright DuPage 2025

Cadastral Realestate	1	6
Subdivision Lot Lines	10	7
Pavement_Centerline	2	8
CLASS	3	9
	4	
	5	
	0	

PLAT OF SURVEY

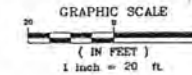
LEGAL DESCRIPTION

LOT 148 IN GALLAGHER & HENRY'S FARMINGDALE RIDGE UNIT 2, BEING A SUBDIVISION IN PART OF THE SOUTH EAST 1/4 AND THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 10, 1979 AS DOCUMENT R79-53276, IN DUPage COUNTY, ILLINOIS.

LOCAL MAILING ADDRESS:
2330 GREEN VALLEY ROAD
DARIEN, ILLINOIS

BUYER: O'BRIEN
SELLER: COUGHLIN

PR# 09-28-402-013



RECEIVED

APR 07 2025

Community Development
City of Darien

LEGEND

- meas. MEASURED
- rec. RECORDED
- calc. CALCULATED
- FOUND SURVEY MONUMENT
- SET 5/8" REBAR UNLESS OTHERWISE NOTED



GREEN VALLEY ROAD

SURREY DRIVE

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

ANY DISCREPANCY IN MEASUREMENT DISCOVERED UPON THE GROUND SHOULD BE PROMPTLY REPORTED TO THE SURVEYOR FOR EXPLANATION OR CORRECTION.
FOR BUILDING LINE AND OTHER RESTRICTIONS NOT SHOWN HEREON REFER TO YOUR ABSTRACT, DEED, CONTRACTS AND ZONING ORDINANCES.

STATE OF ILLINOIS }
COUNTY OF WILL }

RUETTIGER, TONELLI & ASSOCIATES, INC., ILLINOIS PROFESSIONAL DESIGN FIRM No. 184-001251, HEREBY CERTIFIES THAT IT HAS SURVEYED THE PROPERTY DESCRIBED IN THE ABOVE CAPTION AND AS SHOWN ON THE ANNEXED PLAT, WHICH IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY.

SURVEY FIELD WORK COMPLETED 05/18/2023

GIVEN UNDER MY HAND AND SEAL THIS 21ST DAY OF August 2023

BY *[Signature]*
ILLINOIS PROFESSIONAL LAND SURVEYOR (MY LICENSE EXPIRES 11-30-2024)
TO EXPIRE AUTHORITY OF THIS DRAWING, IT MUST BEAR THE DATED SEAL OF THE DESIGN FIRM OR PROFESSIONAL LICENSEE WHO PREPARED THIS DRAWING.



LOT AREA = 0.226 ACRES more or less

REVISIONS			
No.	DATE	DESCRIPTION	BY
<div style="text-align: center;"> <p>Rueettiger, Tonelli & Associates, Inc. & TwiG Technologies Surveyors - Engineers - Planners - G.I.S. Consultants 139 Capital Drive - Shorewood, Illinois 60494 Tel: (815) 344-6680 Website: www.rtaandtwig.com</p> </div>			
DATE:	08/21/2023	SCALE:	1" = 20'
DRAWN BY:	TW	CHECKED BY:	KP
PREPARED FOR:	JASON PLUMMER 2330 GREEN VALLEY ROAD DARIEN, ILLINOIS 60561	FIELD BOOK:	28-45
		PAGE:	50
DRAWING TITLE:	PLAT OF SURVEY		DRAWING No.: 223-0974-LS

RECEIVED

APR 07 2025

Community Development
City of Darien

Due to the location of our yard and outside living space facing the street on our corner lot we feel a lack of privacy and safety. We would like to build a fence to increase safety for our 3 young children and increase privacy.

Brehnnan and Jenna O'Brien
2330 Green Valley Rd. Darien, IL 60561

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MAY 27, 2025

CASE

PZC2025-07

Plat of Subdivision, Variation
 Maria Saenz – 6624 Richmond Ave

ISSUE STATEMENT

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

GENERAL INFORMATION

Petitioner:	Maria Saenz
Property Owner:	Maria Saenz
Property Location:	6624 Richmond Avenue
PIN Number:	09-22-104-056
Existing Zoning:	Single-Family Residence Zoning District (R-2)
Existing Land Use:	Detached Single-Family Home
Comprehensive Plan:	Low Density Residential
Surrounding Zoning & Uses	
North:	Single-Family Residence (R-2); Single-Family
East:	Single-Family Residence (R-1); Single-Family
South:	Single-Family Residence (R-2); Single-Family
West:	Single-Family Residence (R-2); Single-Family
Size of Property:	0.58 Acres
Floodplain:	N/A
Natural Features:	Moderate cross slope of four percent (4%) from west to east
Transportation:	Accessed from a driveway on Richmond Ave. New lot would take access from High Ridge Ct.

ATTACHMENTS

- 1) LOCATION MAP AND AERIAL PHOTO
- 2) EXISTING PLAT OF SURVEY
- 3) SITE PHOTOS
- 4) PRELIMINARY PLAT OF SUBDIVISION
- 5) JUSTIFICATION NARRATIVE
- 6) ENGINEERING SITE EXHIBIT

BACKGROUND / ANALYSIS

Background: The subject property, 6624 Richmond Avenue, is located at the southwest corner of Richmond Avenue and High Ridge Court in the Single-Family R-2 District (see Attachment 1). It is within the High Ridge Point Subdivision built in the 1995. The 0.58-acre parcel has a single-family home and was recently remodeled in 2023. As shown on the plat survey (Attachment 2) and photos available online (Attachment 3), most of the property is vacant and fronts High Ridge

Court.

Proposal: The petitioner proposes to subdivide the 0.58-acre lot into two lots, summarized in the table below. Lot 1 would take access from and front High Ridge Court and remain vacant, and Lot 2 would consist of the remaining existing property, including the existing single-family home.

Table 1: Lot Summary and Analysis

Lot Number	Lot Dimensions (W x D)	Lot Size (sq ft)	Min. Required Dimensions	Min. Required Lot Size
1	121.27 ft x 99.82 ft	12,106 sq ft	75W x 120D	10,000 sq ft
2	99.85 ft x 130 ft	12,979 sq ft	75W x 120D	10,000 sq ft

Zoning Variation: As shown in the analysis table above, Section 5A-7-2-5 of the City's Zoning Regulations requires a minimum width of 75 feet, a minimum depth of 120 feet, and a minimum lot size of 10,000 square feet. While Lot 1 exceeds the minimum required lot size, it does not meet the required lot depth. In order to allow the proposed subdivision, a variation from Section 5A-7-2-5 is required. The petitioner states that the configuration of the lot is uncharacteristic of the neighboring properties which are in the same zoning district and will meet the intent of the Zoning Code.

Preliminary Engineering: The petitioner has provided an engineering site exhibit that shows existing flow lines and indicates the potential location of future development (see Attachment 6).

Findings of Fact: City staff has reviewed the petitioner submitted documents. The petitioner submitted a Justification Narrative (see Attachment 5) with a detailed description of the project and requested relief, in addition to Findings of Fact that would support the variation request. For reference, the criteria the Planning and Zoning Commission and City Council votes on for City Variation requests are included below.

Variation Criteria:

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

- a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.*
- b) The plight of the owner is due to unique circumstances.*
- c) The variation if granted will not alter the essential character of the locality.*
- d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.*
- e) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.*
- f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.*
- g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*

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

PZC MEETING MAY 7, 2025

The Planning, Zoning and Economic Development Commission reviewed this item at its meeting on May 7, 2025. The petitioner was present and answered questions after staff's introduction of the case. Members of the public were in attendance and provided comment on drainage, access, and impacts of future development. Staff answered various questions about the site design, drainage standards and the nature of the variations requested.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission made a motion to forward the case with a favorable recommendation to the Municipal Services Committee and City Council, on the condition that the petitioner prepare/demonstrate preliminary engineering details such as drainage and demonstrate the site it buildable. The motion carried with a 5-1 vote.

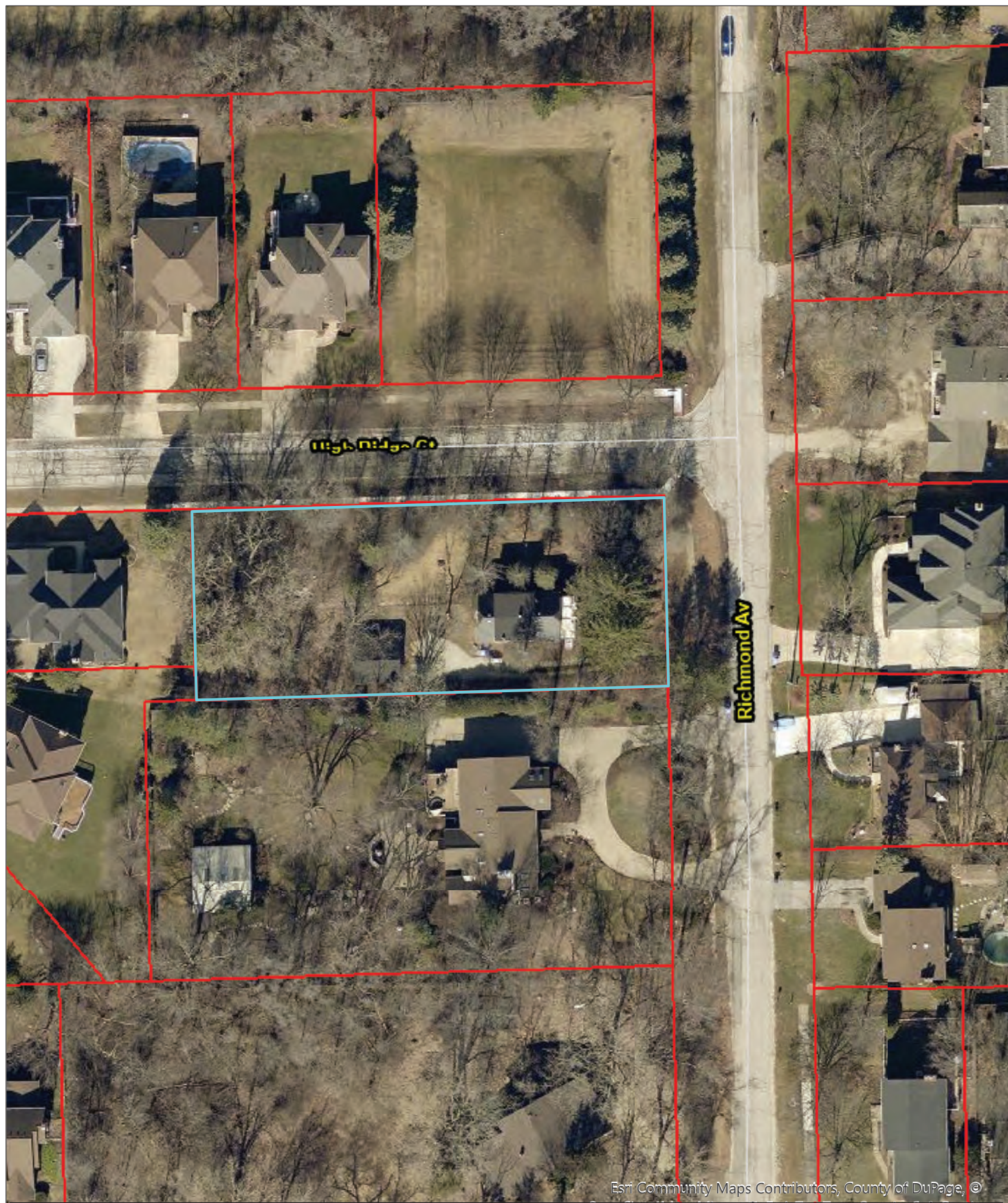
DECISION MODE

The Municipal Services Committee will consider this item at its meeting on May 27, 2025.

MEETING SCHEDULE

Municipal Services Committee
City Council

May 27, 2025
June 2, 2025



Esri Community Maps Contributors, County of DuPage, ©

DuPage County
Information Technology Department
GIS Division
421 N County Farm Rd.
Wheaton, IL 60187
Ph# (630)407-5000
Email: gis@dupageco.org

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

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

This map is for assessment purposes only.



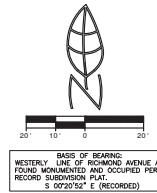
—	Cadastral Real estate	1	6
....	Subdivision Lot Lines	10	7
—	Pavement_Centerline	2	8
—	CLASS	3	9
—		4	
—		5	
—		0	





RICHMOND SAENZ RE-SUBDIVISION OF

LOT 14 OF HIGH RIDGE POINT SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 22,
TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING
TO THE PLAT HIGH RIDGE POINT SUBDIVISION RECORDED JULY 19, 1995 AS DOCUMENT
R95-090756, IN DUPAGE COUNTY, ILLINOIS.



PARCEL INDEX NUMBER 09-22-104-056-0000

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
MARIA SAENZ, HEREBY CERTIFIES THAT SHE IS THE OWNER OF THE ABOVE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AS SHOWN ON THE PLAT HEREON DRAWN.
MARIA SAENZ, DOES HEREBY CERTIFY AS OWNER OF THE PROPERTY DESCRIBED IN THE SURVEYOR'S CERTIFICATE, THAT SUCH PROPERTY, IS LOCATED WITHIN THE BOUNDARIES OF HIGH SCHOOL DISTRICT NO. 86, AND GRADE SCHOOL DISTRICT NO. 60, IN DUPAGE COUNTY, ILLINOIS.

OWNER: _____ MARIA SAENZ
ADDRESS: 6624 S. RICHMOND AVENUE, DARIEN ILLINOIS
DATED THIS _____ DAY OF _____ AD 20____

NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
I, _____, A NOTARY PUBLIC, IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT _____ MARIA SAENZ, PERSONALLY KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AS SUCH OWNER, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT SHE SIGNED AND DELIVERED THE ANNEXED PLAT AS HER OWN FREE AND VOLUNTARY ACT FOR THE USES AND PURPOSES THEREIN SET FORTH.
GIVEN UNDER MY HAND AND NOTARIAL SEAL, THIS _____ DAY OF _____ AD 20____.

NOTARY PUBLIC _____ COMMISSION EXPIRES _____

CITY OF DARIEN DIRECTOR OF COMMUNITY DEVELOPMENT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
APPROVED BY THE CITY OF DARIEN DIRECTOR OF COMMUNITY DEVELOPMENT.
THIS _____ DAY OF _____ AD 20____
BY: _____ DIRECTOR OF COMMUNITY DEVELOPMENT _____ VILLAGE CLERK

SANITARY DISTRICT CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
I, _____, COLLECTOR OF THE DOWNERS GROVE SANITARY DISTRICT, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OR ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE NOT BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THIS PLAT.
DATED THIS _____ DAY OF _____ AD 20____.

BY: _____ COLLECTOR OF CITY OF DARIEN SANITARY DISTRICT

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
I, _____, COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS, DO HEREBY CERTIFY THAT THERE ARE NO DELINQUENT GENERAL TAXES, NO UNPAID FORFEITED TAXES AND NO REDEEMABLE TAX SALES AGAINST ANY OF THE LAND INCLUDED IN THIS PLAT. I FURTHER CERTIFY THAT I HAVE RECEIVED ALL STATUTORY FEES IN CONNECTION WITH THIS PLAT. GIVEN UNDER MY HAND AND SEAL OF THE COUNTY CLERK OF DUPAGE COUNTY, ILLINOIS:
THIS _____ DAY OF _____ AD 20____.

BY: _____ COUNTY CLERK

DUPAGE COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
THIS PLAT _____ WAS FILED FOR RECORD IN THE RECORDER'S OFFICE OF DUPAGE COUNTY, ILLINOIS, ON THE _____ DAY OF _____ AT _____ O'CLOCK _____ M. _____ A.D. _____
BY: _____ RECORDER OF DEEDS

DRAINAGE CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
WE, _____, A REGISTERED PROFESSIONAL ENGINEER IN ILLINOIS, AND _____, A REGISTERED PROFESSIONAL ENGINEER IN ILLINOIS, DO HEREBY STATE THAT TO THE BEST OF OUR KNOWLEDGE AND BELIEF, REASONABLE PROVISION HAS BEEN MADE FOR COLLECTION AND DIVERSION OF SUCH SURFACE WATERS AND PUBLIC AREAS, OR DRAINAGE WHICH THE SUBDIVIDER HAS A RIGHT TO USE, AND THAT SUCH SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF DAMAGE TO ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE SUBDIVISION. FURTHER, AS ENGINEER, I HEREBY CERTIFY THAT THE PROPERTY WHICH IS THE SUBJECT OF THIS SUBDIVISION OR ANY PART THEREOF IS NOT LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
THIS _____ DAY OF _____ AD 20____.
BY: _____ ENGINEER

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
I, _____, CITY ENGINEER OF THE CITY OF DARIEN, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREOF MEET THE MINIMUM REQUIREMENTS OF SAID CITY AND HAVE BEEN APPROVED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREIN.
DATED AT DARIEN, DUPAGE COUNTY, ILLINOIS, THIS _____ DAY OF _____ AD 20____.

CITY ENGINEER

CITY TREASURER'S CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
I, _____, VILLAGE TREASURER OF THE CITY OF DARIEN, DUPAGE COUNTY, DO HEREBY CERTIFY THERE ARE NO DELINQUENT OR UNPAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS, OR ANY DEFERRED INSTALLMENTS OF ANY OUTSTANDING UNPAID SPECIAL ASSESSMENTS WHICH HAVE NOT BEEN DIVIDED IN ACCORDANCE WITH THE PROPOSED SUBDIVISION AND DULY APPROVED BY THE COURT THAT CONFIRMED THE SPECIAL ASSESSMENT.
DATED AT DARIEN, _____ COUNTY, ILLINOIS, THIS _____ DAY OF _____ AD 20____.
BY: _____ CITY OF DARIEN TREASURER

PLAN COMMISSION CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
APPROVED BY THE PLAN COMMISSION OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS.
THIS _____ DAY OF _____ AD 20____
BY: _____ CHAIRMAN

CITY COUNCIL CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)
APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, DATED AT _____ AD 20____.
BY: _____ CITY COUNCIL

STATE OF ILLINOIS)
COUNTY OF DUPAGE)
SS)

I, THOMAS J. CESAL, HEREBY CERTIFY THAT I, AN ILLINOIS PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND RESUBDIVIDED THE PROPERTY HEREON DESCRIBED IN THE CAPTION TO THE PLAT THEREOF RECORDED JULY 19, 1995 AS DOCUMENT R95-090756, IN DUPAGE COUNTY, ILLINOIS.

LOT 14 IN HIGH RIDGE POINT SUBDIVISION, BEING A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 19, 1995 AS DOCUMENT R95-090756, IN DUPAGE COUNTY, ILLINOIS.

I, FURTHER CERTIFY THAT BASED ON EXAMINATION OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, PANEL NUMBER 170430189L, EFFECTIVE DATE OF AUGUST 1ST, 2019 THAT THE PARCEL INCLUDED IN THIS RECORD OF DEED IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA.

FURTHERMORE, I DESIGNATE THE CITY OF DARIEN TO ACT AS MY AGENT, FOR THE PURPOSES OF RECORDING THIS DOCUMENT.

I FURTHERMORE CERTIFY THAT UPON COMPLETION OF MASS GRADING, IRON PIPES WILL SET AT ALL LOT CORNERS.

FIELD WORK WAS COMPLETED ON JANUARY 9TH, 2025.

DATED, THIS 11TH DAY OF MARCH, A.D., 2025, AT LISLE, ILLINOIS.

ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-2205
MY LICENSE EXPIRES NOVEMBER 30, 2025
ILLINOIS PROFESSIONAL DESIGN FIRM PROFESSIONAL
ENGINEERING CORPORATION NO. 184-001245

CLIENT: MARIA SAENZ



SHEET 1 OF 1
PUBLISHED 10/27/2025



Morris Engineering, Inc.
Civil Engineering • Consulting
Land Surveying
515 Warrenville Road, Suite A, 60532
Phone: (630) 271-0770
Survey: (630) 271-0599
Fax: (630) 271-0774
Website: www.ecivil.com

PRELIMINARY



March 31, 2025

City of Darien
 Ryan Murphy
 1702 Plainfield Road
 Darien, IL 6051

Dear Mr. Murphy,

Please see our responses to your Zoning Variations Justification Narrative below in blue.

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

The original lot to be subdivided did not meet the minimum depth by met all the other zoning requirements. The underlying lot 14 is uncharacteristic of the surrounding recorded lots.

2b. The plight of the owner is due to unique circumstances.

The existing circumstances can be remedied by this 2 lot subdivision of the existing lot 14.

2c. The variation if granted will not alter the essential character of the locality.

The variation if granted will be conforming.

3a. Essential Need? The owner would suffer substantial difficulty of hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

This subdivision would aid the owner financially and conform lot 14's size to the lots in the area.

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the zoning code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

The actual size of the existing lot does not conform to the surrounding lots in the area. Existing lot 14's area is 25,100 sq ft; existing lot 2 area is 11,100 sq ft; new lot 1 area is 12,100 sq ft; new lot 2 area is 13,100 sq ft

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

[This subdivision of lot 14 will meet all the Village zoning requirements except for lot depth.](#)

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

[This new proposed subdivision will not cause any hardship to the existing lots.](#)

3e. Create Community Problem? The variation, if granted, may result in the same or similar request from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

[There do not appear to be any nearby lots the size of the lot being subdivided.](#)

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

[Existing lot 14 as exists is too big for the area.](#)

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

[The variation will comply with the purpose and intent of the Zoning Code.](#)

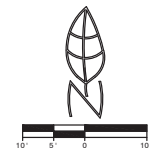
Please review this zoning variation for the proposed 2 lot subdivision at 6624 Richmond Ave. If you have any questions, please feel free to contact me at 708-203-5322.



Thomas Cesal

Professional Land Surveyor #2205

5/21/2025 9:05:15 AM
 C:\Users\m102411001\OneDrive\Documents\6624 Richmond Ave\6624 Richmond Ave.dwg



DATE	
1	
2	
3	
4	
5	
6	

SITE EXHIBIT
 6624 RICHMOND AVE
 WILLOWBROOK, ILLINOIS

Morris Engineering, Inc.
 Civil Engineering & Consulting
 515 Westmoreland Road, Suite 100
 Phone: (830) 271-0770
 Fax: (830) 271-0774
 Website: www.morris.com



FIELD CHW	DW
DRAWN BY	2024
CHECKED BY	2024
APPROVED BY	EF
DATE	5/21/2025
ROAD	HIGHWAY 1"=10'
SHEET	1
OF 1 SHEETS	
PROJ # 25-01-1001	

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MAY 27, 2025

CASE

PZC2025-12

Variation

Mark Garber – 7322 Darien Lane

ISSUE STATEMENT

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

GENERAL INFORMATION

Petitioner:	Mark and Patricia Garber
Property Owner:	Mark Garber
Property Location:	7322 Darien Lane
PIN Number:	09-27-108-014
Existing Zoning:	Single-Family Residence Zoning District (R-2)
Existing Land Use:	Detached Single-Family Home
Comprehensive Plan:	Low Density Residential
Surrounding Zoning & Uses	
North:	Single-Family Residence (R-2); Single-Family
East:	Single-Family Residence (R-2); Single-Family
South:	Single-Family Residence (R-2); Single-Family
West:	Community Shopping Center District (B-2);
	Shopping Cntr
Size of Property:	0.24 Acres
Floodplain:	N/A
Natural Features:	Generally flat, gentle slope from west to east
Transportation:	Accessed from a driveway on Darien Lane.

ATTACHMENTS

- 1) LOCATION MAP AND AERIAL PHOTO
- 2) PLAT OF SURVEY
- 3) CONTRACTOR'S BID/SITE PLAN
- 4) JUSTIFICATION LETTER

BACKGROUND / ANALYSIS

Background: The subject property, 7322 Darien Lane, is located at the east of the Jewel-Osco on Cass Avenue, south of the intersection of Timber Lane and Darien Lane in the Single-Family R-2 District (see Attachment 1). It is part of the Hinsbrook Unit 2 Subdivision. The 0.24-acre parcel is improved with a single-family residence and gently slopes from west to east.

Proposal: As depicted in the plat of survey (see Attachment 2) and contractor's bid/site plan (see Attachment 3) the petitioner proposes to demo and repour the driveway/apron for the property, widening the driveway and constructing an RV/trailer parking space adjacent to the property line to the north, on the side of the home and outside of the front yard setback. The widened portion

is approximately 9-feet in width and 60 feet long, and tapers in width to meet the existing driveway apron.

Zoning Code Regulations: Section 5A-11-3-4 of the Darien Zoning Code requires that any driveway areas be setback a minimum of five feet (5') away from the property line. Additionally, other Sections of the City's Code contain regulations that prohibit RVs and trailers from being parked on the front driveway or in the front yard of residential properties, with limited exception.

Variation: In order to allow the driveway extension and RV/trailer parking space, a variation from Section 5A-11-3-4 would have to be obtained by the petitioner that would allow the paving to encroach within the required setback all the way to the property line.

Findings of Fact: City staff has reviewed the petitioner submitted documents. The petitioner submitted a Justification Letter (see Attachment 4) with a detailed description of the project and requested relief, in addition to Findings of Fact that would support the variation request. For reference, the criteria the Planning and Zoning Commission and City Council votes on for City Variation requests are included below.

Variation Criteria:

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

- a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.*
- b) The plight of the owner is due to unique circumstances.*
- c) The variation if granted will not alter the essential character of the locality.*
- d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.*
- e) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.*
- f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.*
- g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- h) Create Community Problem: The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.*
- i) Net Benefit: The positive impacts to the community outweigh the negative impacts.*
- j) Sacrifice Basic Protections: The variation, if granted, will comply with the purposes and intent of this title set forth in subsection 5A-1-2(A) of this title and summarized as follows: to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.*

PZC MEETING UPDATE 05/21/2025

The Planning, Zoning and Economic Development Commission reviewed this item at its meeting on May 21, 2025. The petitioner was present and answered questions after staff's introduction of the case. Members of the public were in attendance. Staff answered questions regarding the nature of the variation and the site.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission made a motion to forward the case with a favorable recommendation to the Municipal Services Committee and City Council. The motion carried with a 6-0 vote.

DECISION MODE

The Municipal Services Committee will consider this item at its meeting on May 27, 2025.

MEETING SCHEDULE

Municipal Services Committee
City Council

May 27, 2025
June 2, 2025



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Information Technology Department
GIS Division
421 N County Farm Rd.
Wheaton, IL 60187
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Email: gis@dupageco.org

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

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

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- Subdivision Lot Lines
- ▭ Cadastral Real estate

PROPOSAL

Name: Garber, Mark
Address: 7322 Darien Ln.
City: Darien
Phone:(H) 708 921 0202 (C)
E-mail: garbertam6@yahoo.com
Date: 3-30-25 Representative: Biagio 6309454848



www.fortispaving.com
fortisgw@yahoo.com

24w733 Lake Street ♦ Roselle, IL 60172
Phone: (630) 213-9540 ♦ Fax: (630) 213-9570

We propose to provide the labor and material to complete the following project to city codes:

REMOVAL / HAUL AWAY ITEMS (OFFICE USE ONLY)				
ITEMS	Concrete	Asphalt	Dirt	Other
<input checked="" type="checkbox"/> Driveway <u>48x17</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Drive Ext. <u>1.5L/1.5R</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/> Apron <u>14x17.5</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Apron Ext. <u>1.5L/1.5R</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
<input checked="" type="checkbox"/> Front Walk <u>10x4 → 8.5x6</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Side Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Back Walk	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Public Walk <u>5 squares</u>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Patio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Patio Ext.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Patio Borders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Garage Floor <u>3x16</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Front Stoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Side Stoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Back Stoop	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Steps	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/> Curbs <u>25 ft</u>	<input type="checkbox"/> Cut	<input checked="" type="checkbox"/> Remove & Replace		
<input type="checkbox"/> Footings	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Foundation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/> Backfill <u>not included</u>	<input type="checkbox"/> Additional Cost: \$			
<input type="checkbox"/> Other				
<input type="checkbox"/>				
<input type="checkbox"/>				

Concrete Specs:
Install: 4000 PSI Cement Mix
Thickness ☒ 4" ☐ 5" ☒ 6"
☒ Control Joints ☒ Expansion Joints ☒ Stone Base ☐ Vapor Barriers
Reinforcement ☒ Fiber Mesh ☒ Wire Mesh ☐ Dowels ☐ Rebar
Finish Type: ☐ California ☐ Regular Brush ☐ Exposed Aggregate ☐ Stamp with Color
Pattern _____
Color _____
Release _____

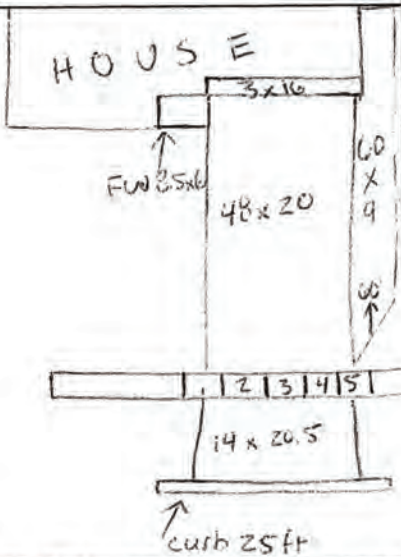
Asphalt Specs:
~~Prepare Stone Base & Compact with Vibratory Roller:
☐ Install New Stone Base
☐ Add Stone as Needed for Proper Base
Install Asphalt & Compact with Vibratory Roller:
Thickness of Asphalt: _____
☐ Surface Asphalt ☒ Binder Asphalt~~

Permits
☐ Homeowner to Apply
☐ Fortis to apply, homeowner to reimburse all fees. Permit fee plus \$150 Fortis service Fee

Machine Accessible:
☒ Yes ☐ No

1 Driveway w/ Ext. (48x20) - \$9,400⁰⁰
(3rd car Ext. 60AVE x 9) - \$5,950⁰⁰
2. Apron w/ Ext (14x20.5) - \$2,800⁰⁰
3. Front walk (8.5x6) - \$600⁰⁰
4. Partial Garage Floor (3x16) - \$650⁰⁰
5. Public walk squares (5@4x5) - \$1,000⁰⁰
6. curb R&R (25 ft) - \$1,150⁰⁰

Total: \$21,550. can do \$20,900 per Biagio RS



WE PROPOSE: hereby to finish materials and labor-complete accordance with the above specifications, for the sum of:

_____ dollars (\$_____)

ALL PAYMENTS TO BE MADE ON DAY OF POUR UNLESS OTHERWISE STATED.
2% CREDIT CARD SERVICE FEE IF CREDIT CARD USED FOR PAYMENT.

All material is guaranteed to be as specified. Any alteration or deviation from the above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the proposed price. All agreements contingent upon strikes, weather or delays beyond our control. Due to the nature of material and their reaction to uncontrollable variables, such as climate or site conditions, any popping, spalling, heaving, cracking, or discoloration are beyond the contractors' control and no guarantees verbal, written or implied can be assumed. Gas/Electric/Water/Sprinkler lines: Any underground wiring, gas, water or sprinkler lines are the responsibility of the homeowner. Any damage caused to the lines will not be the responsibility of Fortis Paving and will not affect our payout. This proposal is valid for only 90 days.

ACCEPTANCE OF PROPOSAL: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as stated above. If payment amount is not received as specified above, I understand and agree to pay all reasonable attorney's fees and costs incurred in the collection of the above stated contract amount. I (We) understand that there is a fee equal to 20% of the proposed price for the cancellation of this contract after 3 day grace period. (See reverse side)

Signature: _____ Date of acceptance: _____

CITY OF DARIEN
ZONING VARIATIONS
JUSTIFICATION NARRATIVE

RECEIVED
 APR 28 2025
 Community Development
 City of Darien

Purpose

To be consistent and fair, the City is obligated to make decisions on zoning variation requests based on findings-of-fact. The Applicant should write a justification narrative that contains evidence (facts) that support a conclusion (finding) that the variation is necessary and would not cause problems. It should include: a) explanation of why the variation is being requested, b) describe the 'hardship condition' of the property that makes it difficult to conform, c) estimate the impact on neighbors, and d) respond to each of the decision criteria below.

Decision Criteria (See City Code Section 5A-2-2-3)

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

I need to park my camper on my property and need the room

2b. The plight of the owner is due to unique circumstances.

just enough room for camper up to property line.

2c. The variation if granted will not alter the essential character of the locality.

it would be a ground level so it won't be seen

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

I can't put the camper in the backyard without tearing down fence.

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

it wouldn't change anything, I will make sure it slopes toward the street

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

for the camper to fit I need to go to property line

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

my neighbor who owns the property next door is OK with it

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

I can see no problem that would be created by this

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

the camper would be pretty much out of sight

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

it would make it so I would get it off of my driveway

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MAY 27, 2025

CASE

PZC2025-11

Special Use

(Indvestia Darien, LLC – 7415 Cass Avenue)

ISSUE STATEMENT

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

GENERAL INFORMATION

Petitioner: Indvestia Darien, LLC c/o Vick Mehta
 Property Owner: Indvestia Darien, LLC
 Property Location: 7409 Cass Avenue
 PIN Numbers: 09-27-108-029; 09-27-108-033
 Existing Zoning: Community Shopping Center Business District (B-2)
 Existing Land Use: Shopping Center
 Comprehensive Plan: Commercial (Existing); Commercial (Future)
Key Development Area #3: Recommended for infill development, including additional retail and shopping uses, pedestrian-oriented and mixed-use design, and outdoor dining.

Surrounding Zoning & Uses

North: Community Shopping Center Business District (B-2);
 Jewel-Osco Center
 East: Single Family Residence District (R-2); Single Family
 South: Multi-Family Residence District (R-3);
 Colonial Manor Apartments
 West: Community Shopping Center Business District (B-2);
 Taco Bell and Buona Beef

Size of Property: 4.74 Acres
 Floodplain: N/A
 Natural Features: N/A
 Transportation: The petition site gains access from 75th Street via multiple ingress/egress points and from Cass Avenue via one ingress/egress point.

ATTACHMENTS

- 1) LOCATION MAP & AERIAL IMAGE
- 2) EXISTING TOPOGRAPHIC SURVEY
- 3) BUSINESS NARRATIVE

BACKGROUND / ANALYSIS

The subject property, the former Sears and American Freight tenant space, is located in a shopping center at the northeast corner of the 75th Street and Cass Avenue intersection (see Attachment 1), within the Community Shopping Center Business District (B-2). While the

overall center is comprised of several parcels and businesses, note that the petition site for this case is the property including Chuck E. Cheese, World Star Nails, and Concentra Immediate Care. The site layout is shown in the topographic survey provided by the petitioner (see Attachment 2).

Special Use: Permitted and special uses are listed within Sections 5A-8-3-3 and -4 of the City Code. While recreational facilities/health clubs are not listed specifically as a permitted use of special use within the B-2 District, other gyms and health clubs within the B-2 District have been permitted with a Special Use in the past, such as the Anytime Fitness on the southwest corner of 75th and Cass and others. Through precedent, the use is a special use, requiring approval by the Planning, Zoning and Economic Development Commission and City Council in accordance with the procedures outlined in Section 5A-2-2-6 of the City Code.

Building / Operational Characteristics: The total square footage available within the former American Freight space is approximately 25,000 square feet, inclusive of an outdoor patio approximately 3,600 square feet in size. As a retail building, it is mostly empty on the interior to allow a future tenant to do complete their own buildout, and demising walls can be used to create tenant spaces of varying size.

More than one national fitness center chain is interested in the space, and the petitioner has provided a general business description/narrative which outlines basic use characteristics and equipment that the site could facilitate, including the use of exercise equipment, tanning and massage amenities, fitness classes and the sale of merchandise, snacks, and beverages to paid, registered members. The proposed hours of operation are weekends 7AM to 10PM, Mondays 5AM to 12AM, Tuesday through Thursday 24 hours, and Fridays 12AM-10PM.

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

Special Use Criteria:

No special use shall be recommended to the City Council by the Plan Commission, nor approved by the City Council, unless findings of fact have been made on those of the following factors which relate to the special use being sought:

- 1. That the special use is deemed necessary for the public convenience at the location specified.*
- 2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.*
- 3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*
- 4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
- 5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be at variation with either the exterior architectural design,*

landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.

6. *That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
7. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*

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

PZC MEETING UPDATE 05/21/2025

The Planning, Zoning and Economic Development Commission reviewed this item at its meeting on May 21, 2025. The petitioner was present and answered questions after staff's introduction of the case. Members of the public were in attendance. Staff answered questions regarding the proposed use and the site.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission made a motion to forward the case with a favorable recommendation to the Municipal Services Committee and City Council. The motion carried unanimously with a 6-0 vote.

DECISION MODE

The Municipal Services Committee will consider this item at its meeting on May 27, 2025.

MEETING SCHEDULE

Municipal Services Committee
City Council

May 27, 2025
June 2, 2025



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- Subdivision Lot Lines
- ▭ Cadastral Real estate

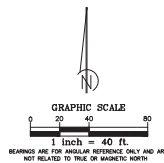
RECORD DESCRIPTION

- [illegible]

SIGNIFICANT OBSERVATIONS:

2. SOUTH OF BEAUGES, THE NORTH RIGHT OF WAY LINE OF 75TH STREET TO BE 84.88 DEGREES 12 MINUTES 53 SECONDS WEST.
3. THE SUBJECT PROPERTY HAS ACCESS TO AND FROM CASS AVENUE AND 75TH STREET WHICH ARE DEDICATED PUBLIC RIGHT OF WAYS.
4. IN REGARDS TO TABLE "A" ITEM 2, AT THE TIME OF THIS SURVEY, THE ADDRESS WAS POSTED AS 7409, 7411, 7415, AND 7421 CASS AVENUE.
5. IN REGARDS TO TABLE "A" ITEM 16, AT THE TIME OF THIS SURVEY, THERE WAS NO VISIBLE EVIDENCE OF EARTH MOVING WORK, BUILDING CONSTRUCTION OR BUILDING ADDITIONS.
6. IN REGARDS TO TABLE "A" ITEM 17, AT THE TIME OF THIS SURVEY, THERE WAS NO RECENT STREET OR SIDEWALK CONSTRUCTION OR PROPOSED CONSTRUCTION.

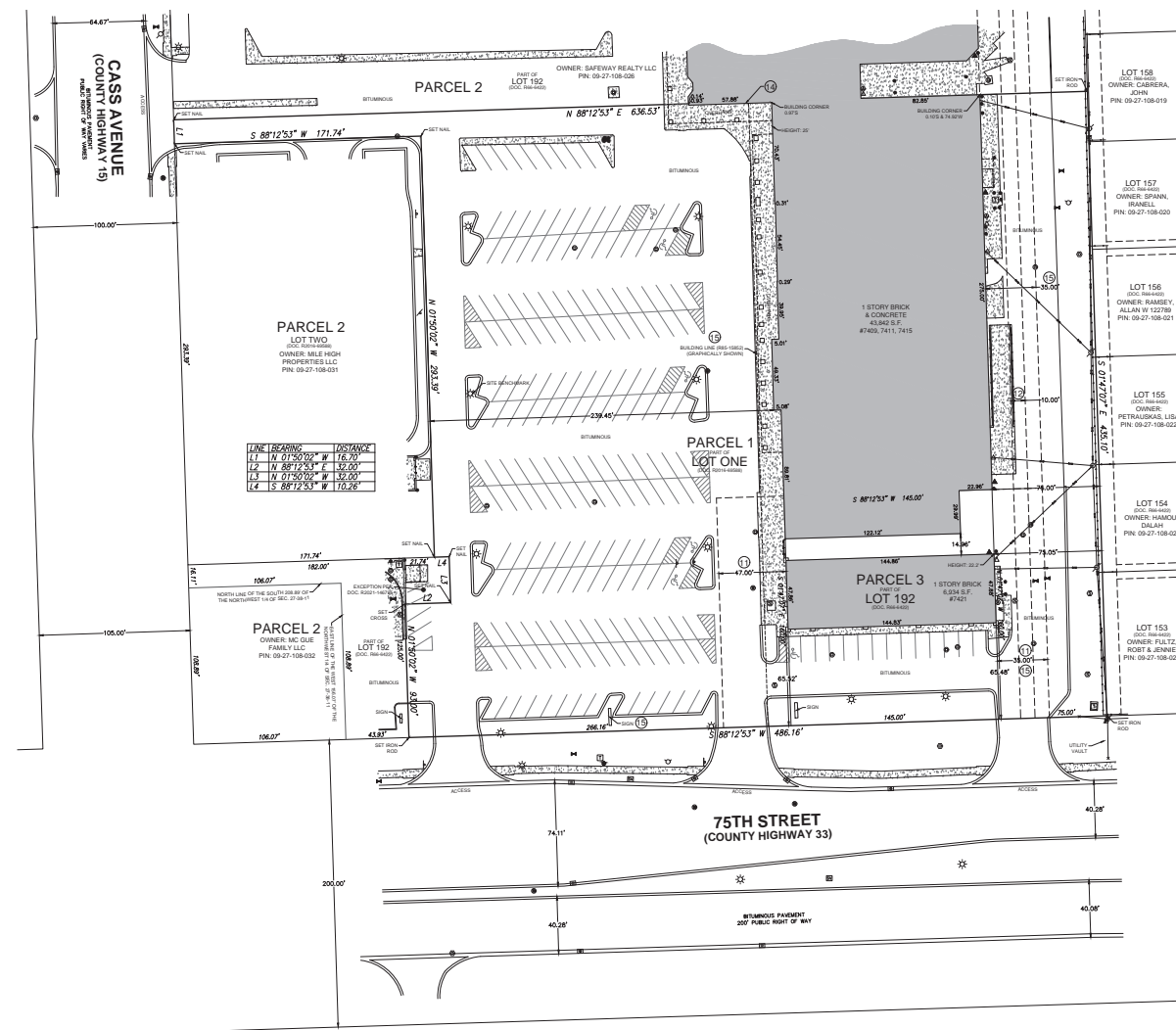
206,709.86 SF± OR 4.75 ACRES±

[illegible]

(11) EASEMENT MADE BY 75TH & CASS PROPERTIES, INC., A DELAWARE CORPORATION TO JETCO PROPERTIES, INC., A DELAWARE CORPORATION, DATED DECEMBER 17, 1970 AND RECORDED DECEMBER 22, 1970 AS DOCUMENT R70-46689, GRANTING PERPETUAL EASEMENTS AND RIGHTS OF WAY IN COMMON WITH SAID GRANTOR TO PASS AND REPASS WITH VEHICLES AND ON FOOT ALONG AND OVER 2 STRIPS OF LAND OF THE GRANTOR. (ITEM IS SHOWN. (ITEM MAY NO LONGER APPLY DUE TO MERGER OF TITLE.)

- GRANT OF EASEMENT RECORDED DECEMBER 8, 1979 AS DOCUMENT NUMBER 87-1975-17564. MADE BY AND BETWEEN JEWEL FOOD STORES AND NORTHERN ILLINOIS GAS COMPANY RELATING TO THE RIGHT TO CONSTRUCT AND MAINTAIN A 24" GAS MAIN 100 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, AS FALLS IN CASS AVENUE AS WELL AS NATURAL GAS TRANSMISSION AND DISTRIBUTION SYSTEMS CONSISTING OF 24" GAS MAINS, VALVES, FITTINGS, JOINTS, TUBES, MANHOLES, AND TERMINALS, MANHOLES OR OTHER RELATED FIXTURES AND APPURTENANCES THERETO ALONG WITH THE RIGHT OF INGRESS AND EGRESS THERETO AND THE RIGHT OF EGRESS TO THE WEST 100 FEET OF THE WEST 10 FEET OF THE EAST 80 FEET OF THE LAND AND OTHER PROPERTY.
- ITEM IS SHOWN.
30. PARKING LOT AGREEMENT DATED MARCH 25, 1980 BETWEEN CITY OF DAREN AND DAREN PROPERTIES, INC. AS PART OF CITY OF DAREN ORDINANCE NO. 10-10-80 AND RESOLUTION R80-19428. ITEM IS NOT SURVEY RELATED.
30. PARTY WALL AGREEMENT DATED OCTOBER 18, 1978 AND RECORDED JANUARY 30, 1979 AS DOCUMENT NO. K79-08865. ITEM IS SHOWN.
30. RECIPROCAL EASEMENT AGREEMENT BETWEEN 75TH & CASS PROPERTIES, INC. A DELAWARE CORPORATION, AND DAREN-CASS PROPERTIES, INC., A DELAWARE CORPORATION, DATED AND RECORDED MARCH 25, 1980 AS DOCUMENT R80-15862. FIRST AGREEMENT TO RECIPROCAL EASEMENT RECORDED JULY 23, 1985 AS DOCUMENT R85-147018 AND THE SECOND AGREEMENT AND CONDITIONS THEREIN CONTAINED. ITEM IS BLANKET IN NATURE. (BUILDING LINE IS GRAPHICALLY SHOWN). (SIGN EASEMENT IS SHOWN). (ACCESS AND DRIVEWAY EASEMENT IS SHOWN).
30. RIGHTS OF THE PUBLIC AND OF THE MUNICIPALITY IN AND TO SO MUCH OF THE VARIOUS LOTS AND TRACTS OF LAND 100 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, AS FALLS IN CASS AVENUE AS WELL AS CONSTITUTED BY THE SOUTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, AS REFLECTED IN DEEDS RECORDED AS DOCUMENTS R85-65618, R85-65617 AND R85-65616.
30. RIGHTS OF THE PUBLIC AND OF THE MUNICIPALITY IN AND TO SO MUCH OF THE VARIOUS LOTS AND TRACTS OF LAND 100 FEET OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, AS REFLECTED IN DEEDS RECORDED AS DOCUMENTS R85-65616, R85-65617 AND R85-65618.
30. ITEM ON AND ON DOES NOT TOUCH THE SUBJECT PROPERTY.

BASED ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AVAILABLE ONLINE AT WWW.MSC.FEMA.GOV, AND BY GRAPHIC PLOTTING ONLY, THIS PROPERTY IS LOCATED IN ZONE X ON FLOOD INSURANCE RATE MAP NUMBER 17043C0188J, WHICH BEARS AN EFFECTIVE DATE OF 08/01/2019 AND IS NOT IN A SPECIAL FLOOD HAZARD AREA.



NON-EXCLUSIVE EASEMENT IN FAVOR OF PARCEL 1 CREATED BY RECIPROCAL EASEMENT AGREEMENT RECORDED MARCH 7, 1985 AS DOCUMENT R85-15852 AS AMENDED BY FIRST AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT RECORDED JULY 23, 1998 AS DOCUMENT R98-147018 TO USE THE DRIVEWAYS SERVICE DRIVES AND OTHER PARKING FACILITIES WHICH MAY EXIST FROM TIME TO TIME.

PARCEL 3:
THE WEST 145.0 FEET OF THE EAST 220.0 FEET OF THE SOUTH 160.0 FEET OF
LOT 192 IN HINSBROOK, UNIT #2, A SUBDIVISION OF PART OF THE NORTH WEST
QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD
PRINCIPAL MERIDIAN; IN DUPAGE COUNTY, ILLINOIS.

EXCLUDING THAT PORTION FALLING WITHIN THE FOLLOWING PROPERTY
CONVEYED TO MCGUE FAMILY, LLC - FARMS, PURSUANT TO TRUSTEES DEED
RECORDED OCTOBER 4, 2021 AS DOCUMENT R2021-146795:

PARCEL A:
THE WEST 156.07 FEET OF THE SOUTH 208.89 FEET OF THE NORTHWEST 1/4 OF
SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL
MERIDIAN, IN DUPAGE COUNTY, ILLINOIS, (EXCEPTING THEREFROM THAT PART
HERETOFORE DEDICATED FOR PUBLIC ROADWAY BY INSTRUMENT RECORDED
OCTOBER 11, 1971 AS DOCUMENT R71-54639.

THAT PART OF LOT 2 IN SUBDIVISION 22, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 27, TOWNSHIP 36 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, FILED FOR RECORD IN THE PUBLIC LAND OFFICE OF THE UNITED STATES, AND THE FOLLOWING COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 192, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 192 A DISTANCE OF 486.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID LOT 192 A DISTANCE OF 108.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 192 A DISTANCE OF 108.89 FEET TO A CORNER OF SAID LOT 192; THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 192 A DISTANCE OF 108.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 192, BEING ALSO ON THE EAST LINE OF CASS AVENUE, THENCE WEST ALONG THE WEST LINE OF SAID LOT 192 A DISTANCE OF 161.17 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 192 A DISTANCE OF 32.00 FEET TO THE POINT OF BEGINNING; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 192 A DISTANCE OF 32.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 192 A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING.

AND

EXCEPTING THOSE PARTS TAKEN FOR ROAD PURPOSES

THE LANDS SURVEYED, SHOWN AND DESCRIBED HEREON ARE THE SAME LANDS
AS DESCRIBED IN THE TITLE COMMITMENT PROVIDED BY OLD REPUBLIC
NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. NCT22012078, DATED
MARCH 1 2023

ON SITE BM: CHISELED SQUARE ON EAST SIDE OF LIGHT POLE BASE
LOCATED APPROXIMATELY 76 FEET NORTH OF THE NORTHWEST
CORNER OF THE PROJECT AREA.
ELEV: 751.51 (NAVD88)

FEMA BM: PID DK3296.
ELEV: 732.18 (NAVD88)



James J. Harpole, PLS 12/13/2023
Illinois Professional Land Surveyor No. 035-404
Expires 11-30-2024
THIS PROFESSIONAL SERVICE CONFORMS TO THE
CURRENT ILLINOIS MINIMUM STANDARDS FOR
TOPOGRAPHIC AND BOUNDARY SURVEY.

SURVEY PREPARED FOR:

[illegible]

GRAPHIC AND BOUNDARY SURVEY

DARIEN, ILLINOIS 60561

PROJ. MGR.: SR
DRAWN BY: _____
CHECK BY: _____
FIELD DATE: 12/11/2023

SHEET
1 OF 2
23-1239-100

LOT TWO
(DOC. R2016-69588)
OWNER: MILE HIGH
PROPERTIES LLC
PIN: 09-27-108-031

LINE	BEARING	DISTANCE
L1	N 01°50'02" W	16.70'
L2	N 88°12'53" E	32.00'
L3	N 01°50'02" W	32.00'
L4	S 88°12'53" W	10.26'

PARCEL 2
OWNER: MC GUE
FAMILY LLC
PIN: 09-27-108-032

PARCEL PART OF
LOT ONE
(DOC. R2016-69588)

PARCEL
PART OF
LOT 192

75TH STREET
(COUNTY HIGHWAY 33)



**JLH LAND
SURVEYING INC.**
Illinois Professional Design Firm No. 184.007120
910 Geneva Street, Shorewood, Illinois 60404
815.729.4000 www.jlhsurvey.com

TOPOGRAPHIC AND BOUNDARY SURVEY

7409 CASS AVENUE

SHEET
2 OF 2
23-1239-100

Ryan Murphy

From: Vick Mehta, CCIM <vm@investia.com>
Sent: Tuesday, April 29, 2025 6:23 PM
To: Ryan Murphy; chris@cj-architects.com
Cc: Dan Gombac
Subject: RE: 7415 S Cass Ave (former American Freight/Sears Outlet) - App for Special Use
Attachments: 250circle.pdf; radius pdf.pdf; REIMBURSEMENT AGREEMENT.pdf

Ryan,

Please see attached. Here is a quick narrative on what we are seeking.

Approval for a fitness center offering the use of exercise equipment, tanning, massage amenities, fitness classes and the sale of merchandise, snacks, and beverages to paid, registered members.

Hours of operation are Saturdays & Sundays 7 am – 10 pm, Mondays 5 am – 12 am, Tuesdays, Wednesdays, Thursdays 24 hours, Fridays 12 am – 10 pm

Let me know if there is anything else you need to get on the May agenda. Should I stop by tomorrow with the check?

Thanks,
 Vick

From: Ryan Murphy <rmurphy@darienil.gov>
Sent: Thursday, April 17, 2025 5:38 PM
To: chris@cj-architects.com <chris@cj-architects.com>; Vick Mehta, CCIM <vm@investia.com>
Cc: Dan Gombac <dgombac@darienil.gov>
Subject: RE: 7415 S Cass Ave (former American Freight/Sears Outlet) - App for Special Use

Chris,

See attached Reimbursement Agreement and Fee Sheet.

The next available meetings are May 21st and June 4th. May 21st if you submit the package/docs by the end of the month, June 4th if after.



Sincerely,

Ryan Murphy
 Senior Planner
 1702 Plainfield Road, Darien, IL 60561
Email: rmurphy@darienil.gov
Office: (630) 353-8113
Connect with the City of Darien!



AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MAY 27, 2025

CASE
 PZC2024-09

1. **Rezone**
 Preliminary Plat of Subdivision
 (Chestnut Court Darien IL LLC – 7511 Lemont Road)
2. **Variations**
 (Chestnut Court Darien IL LLC – 7511 Lemont Road)

The following is an Executive Summary of the PZC Meeting of May 21, 2025, regarding the abovementioned Zoning Case followed by the full agenda packet.

SECOND PZC MEETING 05/21/2025

On May 21, 2025, the Planning, Zoning and Economic Development Commission held the continued hearing for the project. Staff presented a summary of the motion from the previous meeting, summarized the project, and provided the requested documents. The petitioner provided a copy of the market study that was conducted that supports the project's demand and feasibility (see Attachment O). The petitioner and staff answered questions from the Commission, and additional public comment and testimony was received by the Commission.

Following discussion, the Commission decided to deliberate and act on each request within the petition individually, through separate motions, resulting in the following:

1. REZONING

Motion to approve the request to rezone the property from B-3 (General Business District) to M-U (Mixed-Use). Motion carried 5-1.

2. VARIATIONS

- a. **Motion to approve a variation to allow ground-floor residential. Motion carried 4-2.**
- b. **Motion for modified approval of the variation request to reduce the required parking ratio from 2 spaces per dwelling unit to 1.5 space per dwelling unit. Motion carried unanimously, 6-0.**
- c. **Motion for approval of a preliminary plat to re-subdivide the site for development purposes. Motion carried unanimously, 6-0.**
- d. **Motion to recommend a modified approval of the development plan, consisting of the development of three (3) retail buildings totaling 107,165 square feet and one 151,196 square-foot, four-story, 156-unit multifamily apartment building, including studio, one-bedroom, and two-bedroom units, as well as residential amenities such as a fitness room, club room, storage, and outdoor recreation areas. Motion carried 4-2.**
- e. **Motion to require balconies minimum 60 square-feet in size for each unit as a condition of approval. Motion failed 2-4.**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MAY 27, 2025

CASE

PZC2024-09

1. Rezone

Preliminary Plat of Subdivision
 (Chestnut Court Darien IL LLC – 7511 Lemont Road)

2. Variations

(Chestnut Court Darien IL LLC – 7511 Lemont Road)

ISSUE STATEMENT**1. Rezone**

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

2. Variations

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

The variations are as follows:

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

General site improvements include

Facade improvements for the commercial center, on-site improvements including landscaping, fencing, walkways, parking and loading areas, on-site utilities, and drainage/storm water facilities.

GENERAL INFORMATION

Petitioner:

Chestnut Court Darien IL LLC

Property Owner:	Chestnut Court Darien IL LLC
Property Location:	7511 Lemont Road
PIN Numbers:	09-29-300-008, 09-29-300-022, 09-29-300-023, 09-29-300-024, and 09-29-300-025
Existing Zoning:	B-3 (General Business District)
Proposed Zoning:	M-U (Mixed-Use)
Existing Land Use:	Shopping Center
Comprehensive Plan:	Commercial (Existing); Commercial (Future)
	<u>Key Development Area #1:</u> Prioritized for mixed-use development, infill development and site enhancements or improvements.
Surrounding Zoning & Uses	
North:	N/A, City of Downers Grove; Shopping Center
East:	Single Family Residence District (R-2); Single Family
South:	Office, Research and Industrial District (OR-I); Wetlands
West:	N/A, Village of Woodridge; Shopping Center
Size of Property:	15.6 Acres
Floodplain:	N/A
Natural Features:	N/A
Transportation/Access:	The petition site gains access from three driveways on 75 th Street, and three driveways on Lemont Road, one of which is signalized.

ATTACHMENTS

- A) LOCATION MAP AND AERIAL PHOTO**
- B) SITE PLAN**
- C) EXISTING ZONING MAP**
- D) COMP PLAN UPDATE; KEY DEVELOPMENT AREA NO. 1**
- E) PROPOSED ZONING MAP**
- F) PARKING AND TRAFFIC ANALYSIS**
- G) RETAIL FLOOR PLANS AND ELEVATIONS**
- H) MULTIFAMILY FLOOR PLANS AND ELEVATIONS**
- I) LANDSCAPE PLANS**
- J) GRADING AND UTILITY PLAN**
- K) PRELIMINARY PLAT OF SUBDIVISION**
- L) PROJECT REVIEW CRITERIA**
- M) JUSTIFICATION LETTER / FINDINGS OF FACT**
- N) DUDOT MEMO BY PETITIONER**
- O) MARKET STUDY (BY PETITIONER)**

BACKGROUND

The 15.6-acre subject property is located at the southwest corner of 75th Street and Lemont Road (see Attachment A – Location Map and Aerial Photo), within the General Business District (B-3). Prior to incorporation into the City of Darien, the property was rural in character. In 1986, the City of Darien adopted Ordinance No. O-05-86, and entered into an annexation agreement for

the property, which had recently been approved for development of a shopping center under the jurisdiction of DuPage County. Amendments to the agreement were approved in 1997 and 2002, to allow for expansion of the center and changes to the freestanding signs on the property. The site configuration remains roughly the same as originally permitted and is comprised of roughly 172,697 square-feet of retail space.

Chestnut Court was highly successful in the 80's, 90's, and 2000's. It was formerly occupied by many big box stores such as Stein Mart, Joann Fabric, the Salvation Army, bakeries and furniture stores and stores such as Blockbuster Video. In recent years, the site has experienced a high vacancy rate as big box stores and retail continues its downward trend following the popularization of delivery services and effects of the COVID pandemic. Currently the site needs maintenance and repair, and has underperformed in comparison to the rest of the City and neighboring shopping centers.

In 2022, the City adopted a Comprehensive Plan update that identified the site as Key Development Area No. 1. The City's stated goals for the site include the prioritization of mixed-use development, and the facilitation of additional tenants and improvements for the shopping center. In June 2024, the City adopted a Zoning Text Amendment establishing a Mixed-Use Zoning District in the City Code, in anticipation of future development in Key Areas identified in the Comprehensive Plan, including the project site.

PROPOSAL

Chestnut Court Darien IL LLC, who purchased the property in late 2023, is now petitioning for a major redevelopment of the site to revitalize the center (see Attachment B – Site Plan), which includes the following:

- d. Demolition of approximately 90,204 square-feet of building area primarily located along the south wing of the shopping center, including a small retail building on Lemont Road
 - e. Construction of new retail buildings:
 - a. Retail "A" – 11,228 square-feet
 - b. Retail "H" (Drive-through restaurant) – 5,000 square-feet
 - c. Retail "F" (Remodeled portion of a previous building) – 13,040 square-feet
 - d. New overall total of 107,165 square-feet of retail space
- Construction of one (1) 151,196 square-foot, four-story, 156-unit multifamily apartment building comprised of studio, one-bedroom and two-bedroom units, with residential amenities including a fitness room, club room, storage, and outdoor recreation areas
 - Includes a request for an option to increase the number of units to a total of 166-units without changing the square footage of the building
 - f. Façade improvements for the rest of the commercial center
 - g. On-site improvements including landscaping, fencing, walkways, parking and loading areas, on-site utilities, and drainage/stormwater facilities.

A preliminary plat of subdivision to re-subdivide the site for development purposes is also proposed. In order to allow the multi-family apartment building on the site, the petition includes a request to change the zoning for the project site from B-3 (General Business District) to M-U

(Mixed-Use). Variations are also requested to allow for ground-floor residential for a multifamily apartment building, and a reduction in the required parking ratio from 2 spaces per dwelling unit to 1 space per dwelling unit.

ANALYSIS

A) Existing Zoning and Land Use

Existing Zoning and Land Use: The subject property currently lies within the General Business District (B-3) (see Attachment C – Existing Zoning Map). Due to the location of the property at the northwest corner of the city, it is bordered to the north by the City of Downers Grove, and to the west by the Village of Woodridge – with each jurisdiction hosting a shopping center at the border of the site. Bordering the site to the east is Single Family Residence District (R-2) and single family homes, and to the south, wetlands within the Office, Research and Industrial District.

Comprehensive Plan: As mentioned in the Background section of this report, in 2022, the City adopted a Comprehensive Plan Update that identified the site as Key Development Area No. 1 (see Attachment D – 2022 Comp Plan Update; Key Development Area No. 1). The City’s stated goals for the site include the prioritization of mixed-use development, and the facilitation of additional tenants and improvements for the shopping center. Staff’s review of the proposed project finds that it is consistent with the Comprehensive Plan and implements all of the stated policies and objectives for Key Development Area No. 1.

B) Rezone

Rezone: The petitioner proposes to rezone the property from the General Business District (B-3) to the Mixed-Use (M-U) District, which would facilitate the development of the site with both residential and commercial uses on the same property (see Attachment E – Proposed Zoning Map). The proposed zone change, if approved, would directly implement the policies and objectives of the Comprehensive Plan Update adopted in 2022, as analyzed previously. The proposed land uses comply with those allowed within the Mixed-Use District, City Code Section 5A-8-5-5.

C) Mixed-Use Redevelopment

Land-Use and Development Standards: The stated intent of the Mixed-Use (M-U) District promotes efficient land use by facilitating compact, high-intensity development, minimizing the amount of land needed for surface parking and other facilities. As such, development standards are not restrictive, and the developer is able to propose a site layout tailored to this specific development. The project meets/exceeds all design and development standards for the Mixed-Use (M-U) District established in Section 5A-8-5 of the City Code, with the exception of residential parking and the placement of residential on ground floors, as analyzed further in this report.

Density/Unit Mix: There are no density restrictions within the Mixed-Use District. The resulting density proposed by the project is approximately 10.6 units/acre. See the summary table below.

Table 1: Unit Matrix (Estimated)

	Studio	1 Bedroom	2 Bedroom	Total
--	--------	-----------	-----------	-------

No. of Units (% of Total)	16 units (10%)	92 units (59%)	48 units (38%)	156 units
--------------------------------------	-------------------	-------------------	-------------------	-----------

Site Design, Access and Circulation: As shown Attachment B – Site Plan, the buildings on site are generally placed near the perimeter, with the interior portions of the site comprised of shared surface parking areas. Multiple access points are provided: three driveways on 75th Street, and three driveways on Lemont Road, one of which is signalized. A system of drive aisles, loading berths and service roadways connect interior parking areas.

Site Parking: Four shared surface parking areas are created by the redevelopment plan. No covered spaces are provided. Refer to the table below for a parking summary.

Table 2: Parking Area Summary

Use	Size	Parking Standard	Total Parking	
			Required	Proposed
Retail / Shopping Center	107,165 sq. ft.	4 space / 1000 sq. ft.	429 stalls	461 stalls
Multifamily Apartments	156 units (166 units with option)	2 stalls/unit	332 stalls	274 stalls (1.65 stalls/unit)

Parking and Traffic Impact Analysis: To evaluate any possible traffic impacts from the project and the proposed reduction in required parking, the petitioner prepared a parking traffic impact analysis (see Attachment F). The study evaluated existing conditions without the project, existing conditions plus the project, nationally standardized parking requirements published by the Institute of Transportation Engineers (ITE), and analyzed the specific roadway and site access improvements that are included as part of the project. The study concluded that due to the reduction in retail space, which is generally a high-demand land use, there will be a reduction in traffic volume generated by the site of approximately 9-10%, and that the parking provided for the apartments (1.65 spaces/unit) will exceed parking demand (1.19 spaces/unit). No additional site or traffic improvements were recommended.

Architecture: The retail shopping center features varied massing with flat and gabled rooflines, incorporating projecting cornices and standing seam metal roofing for visual interest. The façade blends red-brick veneer, stucco, and EIFS cladding, complemented by storefront window systems that enhance visibility. Architectural details such as ornamental gable windows, aluminum awnings, aluminum cladding, and wall sconce lighting add depth and articulation. The design balances traditional and contemporary commercial elements, creating a dynamic design (see Attachment G – Retail Floor Plans and Elevations).

The apartment building features a rectilinear massing with a slightly undulating flat roofline. The lower levels utilize brick veneer, while the upper floors transition to EIFS/stucco with cornices.

Aluminum awnings and wrought iron balconies add depth, blending traditional and contemporary urban design elements (see Attachment H – Multifamily Floor Plans and Elevations).

Landscaping and Fences: A preliminary landscape plan was provided by the petitioner (see Attachment I). Landscaping consists of a variety of shade trees, ornamental trees, shrubs and groundcover. In response to comments received by the Forest Preserve District of DuPage County, the petitioner is utilizing native-friendly plantings to avoid impacts to the neighboring forest preserve. The final landscape plan will be required to comply with the City’s Zoning Ordinance. No new fences are proposed. The existing fence located along the eastern boundary of the site is required to remain, and will be evaluated during the building permit process. Any portions in disrepair will be required to be repaired or replaced.

Grading, Utilities and Drainage: The grading plan (see Attachment J) illustrates that the fully-developed site is generally flat, and is serviced by three stormwater basins, at the northwest, northeast, and southeast corners of the site. The redevelopment plan proposes to modify this system by reducing the size of the northwest basin and eliminating the northeast basin. A new underground detention stormwater storage system below the new parking area will replace the lost detention volume. The southeast basin will remain in its current configuration, and may be improved with new retaining walls. New public utility infrastructure will be required to service the site. Staff are working with the developer to determine the nature of additional watermain infrastructure requirements that would be required for the development.

The City’s Engineering consultant review the grading and civil plans for the project and has provided preliminary approval, pending the submittal of final civil and stormwater plans.

D) Preliminary Plat of Subdivision

The petitioner has also submitted a preliminary plat in accordance with Section 5B-1-5 of the City Code. The proposed preliminary plat map (see Attachment K) would subdivide the 15.6-acre project site into a total of 5 lots for development purposes, and sets the lot configuration and easements for the project. The preliminary plat meets the lot requirements for the Mixed-Use Zoning District per City Code Section 5A-8-5-9. Refer to the table below for a lot summary.

Table 3: Lot Summary

Lot No.	Lot Size (in square-feet)
1	46,407 sq. ft.
2	312,634 sq. ft.
3	238,135 sq. ft.
4	30,166 sq. ft.
5	53, 987 sq. ft.

Lot 4 is included as a vacant outlot, which at this time is not proposed for development. Any future project on the outlot will be required to be evaluated separately.

E) Zoning Variations

Ground-floor Residential: As noted previously in this report, the project proposes ground-floor residential, through the placement of a standalone multifamily apartment building on a separate parcel. Section 5A-8-5-5 (Permitted Uses) of the Mixed-Use District Ordinance permits multifamily residential on upper floors of a building only. In order to permit the project as proposed, a variation from the Section is 5A-8-5-5 would be required to allow ground floor residential.

Based on staff's review of the proposed project and established planning practice, this variation would meet the purpose and intent of the Mixed-Use District. It is widely recognized that there are two types of mixed-use development: vertical and horizontal. Vertical mixed-use developments have multiple uses within a single building. For example, each floor may have a different use and purpose (i.e., ground floor retail/restaurants with office or residential uses above). Horizontal mixed-use developments refer to sites where each building is generally single-use, within a larger development. This conforms with the City's Code in providing for a more balanced mix of uses in the siting and design of new developments such as the proposed project.

Parking: The petitioner has also requested relief from the minimum parking requirements in Section 5A-11-5 of the City Code to allow for a parking ratio of 1 space per dwelling unit, in lieu of the required 2 spaces per dwelling units. As previously analyzed in this report, the petitioner has provided a parking study that found that the site will continue to have sufficient parking if approved.

F) Justification Narrative / Project Review Criteria

The various criteria the administrative bodies use when acting on this project are included in Attachment L. The petitioner submitted a *Justification Narrative* and *Findings of Fact* that would support the application request (see Attachment M).

G) Review by Other Agencies

Fire District: During the development review process, staff distributed copies of the proposed plans to the Darien-Woodridge Fire Protection District for review and comment. As of December 31, 2024 there were no further review comments.

Forest Preserve District of DuPage County: Following public notice mailings prior to the cancelled April 2, 2025 public hearing and the May 7, 2025 public hearing, the Forest Preserve District of DuPage County provided comments on the project to mitigate potential impacts to the Forest Preserve (Fox Hollow) south of the project site. The comments requested that the petitioner use native plants in planting areas to reduce the spread of non-native and/or invasive species, and requested that during the buildout and operation of the project, that coal-tar products not be used in paved areas and non-chlorine deicers used during winter months. Following receipt of the Forest Preserve's comments, the petitioner revised their landscape plan. The landscape plan was provided to the Forest Preserve District prior to the May 7, 2025 public hearing and the agency had no further comments. As above, the landscape plan is attached to this memo.

DuPage County Division of Transportation (DuDOT): As the petitioner not proposing any changes

to their existing access driveways and the traffic study provided by the petitioner that indicated an overall reduction in vehicle trips generated by the project, City staff did not solicit the review of DuDOT. In response to the PZC's request for County correspondence on the project, the petitioner prepared a memo describing the details of any future reviews that may be required by DuDOT (see Attachment N) and on May 9, 2025, solicited comments on the project from DuDOT staff. At time of publication, the City has not received any comments from DuDOT regarding the project.

H) Economic Incentives / Economic Development

During the application review process, the petitioner was asked to clarify the nature of any economic incentives that would be requested to develop the project. The petitioner has formally requested economic incentives to assist with construction of the project and has stated that the project will face serious challenges moving forward without financial support. The subject application does not include any financial incentives and is comprised solely of the rezone and land development entitlements necessary for construction of the project. The City is currently exploring available economic incentives and any future financial incentive will be required to receive separate review and approval by the appropriate administrative authorities.

I) Public Comment and Response

Pursuant to City Code and Illinois Statutes, a public notice was published and mail notices were sent to all property owners, business owners and occupants within 250 feet of the project boundary. The City shared project plans with several interested parties who contacted staff for information. Numerous public comments have been received. Staff have compiled all written public comments received to date and will make them available at the dais for the Committee.

FIRST PZC MEETING 05/07/2025

On May 7, 2025, the Planning, Zoning and Economic Development Commission held a public hearing for the project. Following staff's report, testimony by the petitioner and members of the public, and discussion/deliberation, the Chair closed the public hearing and the Commission motioned to continue PZC2024-09 to the May 21, 2025 PZC Meeting, in order to obtain information concerning market studies conducted by the petitioner prior to submittal of the application, and the review of other agencies, including the Forest Preserve District of DuPage County, DuPage County Division of Transportation, and the Darien-Woodridge Fire District. **The motion to continue the hearing to the May 21, 2025 PZC meeting carried 5-1.**

SECOND PZC MEETING 05/21/2025

On May 21, 2025, the Planning, Zoning and Economic Development Commission held the continued hearing for the project. Staff presented a summary of the motion from the previous meeting, summarized the project, and provided the requested documents. The petitioner provided a copy of the market study that was conducted that supports the project's demand and feasibility (see Attachment O). The petitioner and staff answered questions from the Commission, and additional public comment and testimony was received by the Commission.

Following discussion, the Commission decided to deliberate and act on each request within the petition individually, through separate motions, resulting in the following:

1. REZONE

Motion to approve the request to rezone the property from B-3 (General Business District) to M-U (Mixed-Use). Motion carried 5-1.

2. VARIATIONS

- a. Motion to approve a variation to allow ground-floor residential. Motion carried 4-2.**
- b. Motion for modified approval of the variation request to reduce the required parking ratio from 2 spaces per dwelling unit to 1.5 space per dwelling unit. Motion carried unanimously, 6-0.**
- c. Motion for approval of a preliminary plat to re-subdivide the site for development purposes. Motion carried unanimously, 6-0.**
- d. Motion to recommend a modified approval of the development plan, consisting of the development of three (3) retail buildings totaling 107,165 square feet and one 151,196 square-foot, four-story, 156-unit multifamily apartment building, including studio, one-bedroom, and two-bedroom units, as well as residential amenities such as a fitness room, club room, storage, and outdoor recreation areas. Motion carried 4-2.**
- e. Motion to require balconies minimum 60 square-feet in size for each unit as a condition of approval. Motion failed 2-4.**

DECISION MODE

The Municipal Services Committee will consider this item at its meeting on May 27, 2025.

MEETING SCHEDULE

Municipal Services Committee
City Council

May 27, 2025
June 2, 2025

CITY OF DARIEN

PLANNING, ZONING AND ECONOMIC DEVELOPMENT COMMISSION

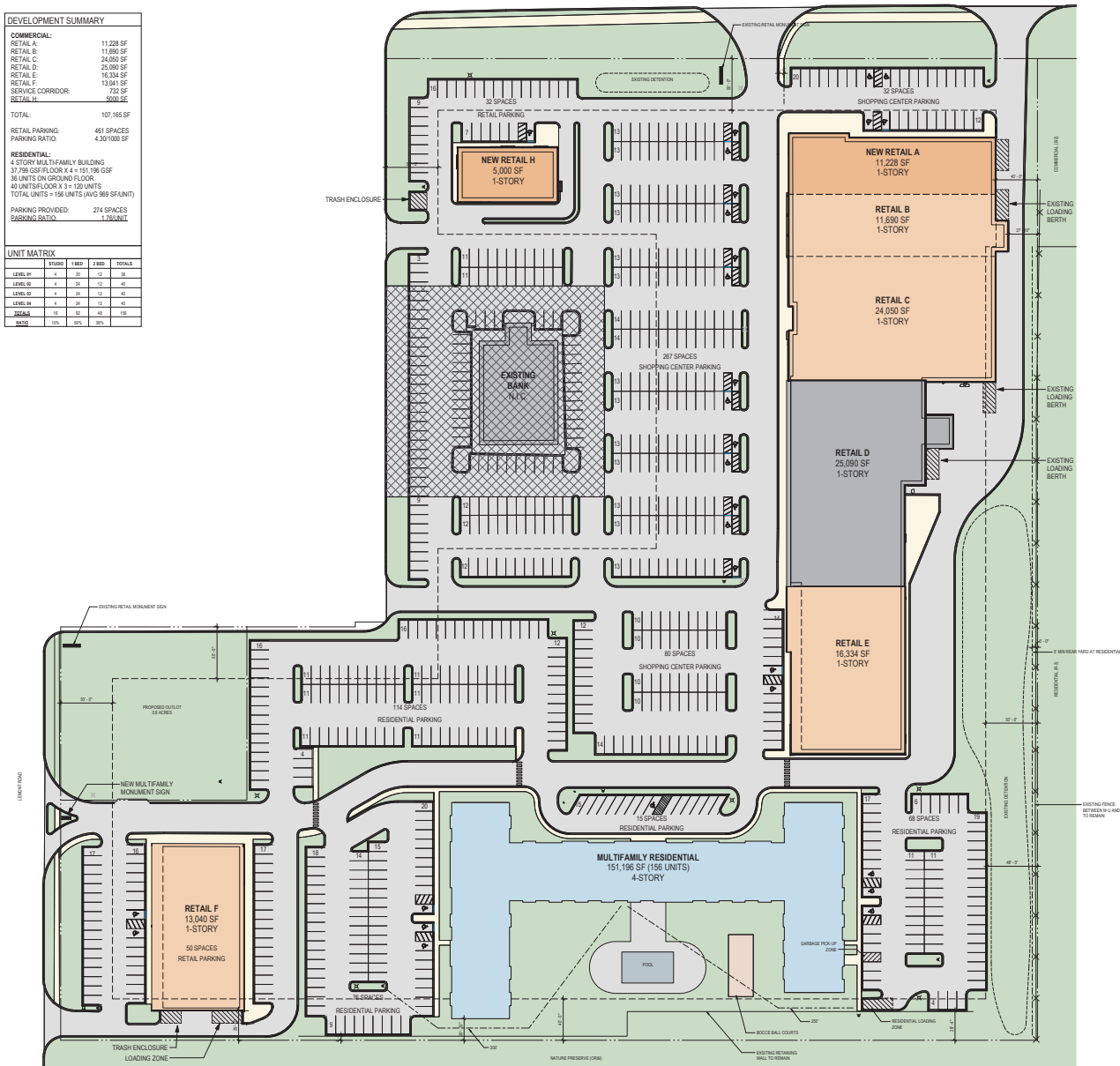
APRIL 2, 2025










LOCATION MAP



Project No.: PZC2024-09 – 7511 Lemont Road

DEVELOPMENT SUMMARY				
COMMERCIAL:				
RETAIL A:				11,228 SF
RETAIL B:				11,690 SF
RETAIL C:				24,500 SF
RETAIL D:				23,000 SF
RETAIL E:				18,334 SF
RETAIL F:				13,041 SF
SERVICE CORRIDOR:				732 SF
				2,900 SF
TOTAL:				167,565 SF
RETAIL PARKING:				481 SPACES
PARKING RATIO:				4.30/100 SF
RESIDENTIAL:				
4 STORY MULTIFAMILY BUILDING				
4.778 GSF/FLOOR X 4 = 41,756 GSF				
100 SF ON GROUND FLOOR				
TOTAL UNITS/FLOOR X 3 = 120 UNITS				
TOTAL UNITS = 156 UNITS (AVG 38.5 SF/UNIT)				
PARKING PROVIDED:				274 SPACES
PARKING RATIO:				1.76/100
UNIT MATRIX				
LEVEL	STUDIO	1 BED	2 BED	TOTALS
LEVEL 01	4	28	12	44
LEVEL 02	4	28	12	44
LEVEL 03	4	28	12	44
LEVEL 04	4	28	12	44
LEVEL 05	4	28	12	44
TOTAL	20	140	60	220
PERCENT	100%	100%	33%	



- PLAN LEGEND:**
-  SCOPE OF PROJECT AREA WITHIN INDICATED OUTLINE
 -  EXISTING BUILDINGS TO REMAIN
 -  EXISTING BUILDINGS TO BE RENOVATED
 -  NEW BUILDINGS WITHIN SCOPE OF WORK AREA
 -  NEW MULTIFAMILY RESIDENTIAL BUILDING
 -  LOADING ZONE
 -  FIRE HYDRANT
 -  EXISTING LIGHT POLE
 -  NEW LIGHT POLE

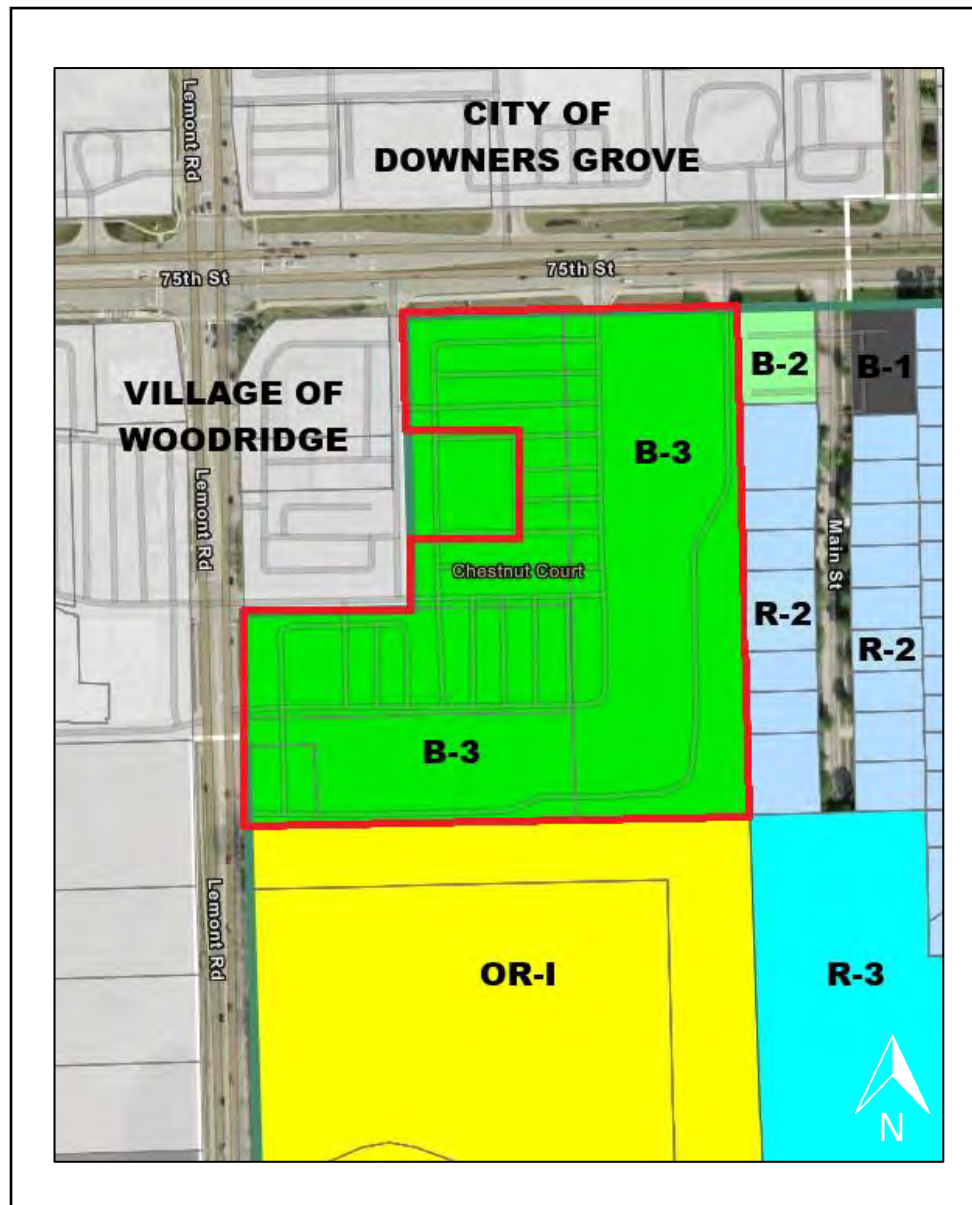


CITY OF DARIEN

PLANNING, ZONING AND ECONOMIC DEVELOPMENT COMMISSION

APRIL 2, 2025

EXISTING ZONING MAP



Project No.: PZC2024-09 – 7511 Lemont Road

KEY DEVELOPMENT AREA #1

Location: Southeast corner of 75th Street and Lemont Road intersection (Chestnut Shopping Center).

Existing Conditions: Fully developed shopping and commercial center with existing retail uses throughout.

Zoning: B-3 Business District.

Proposed Land Use: Prioritize mixed-use redevelopment but also focus on filling existing tenant vacancies and improving the aesthetics of the site (i.e. façade enhancements). Infill development consistent with the current center is also viable.

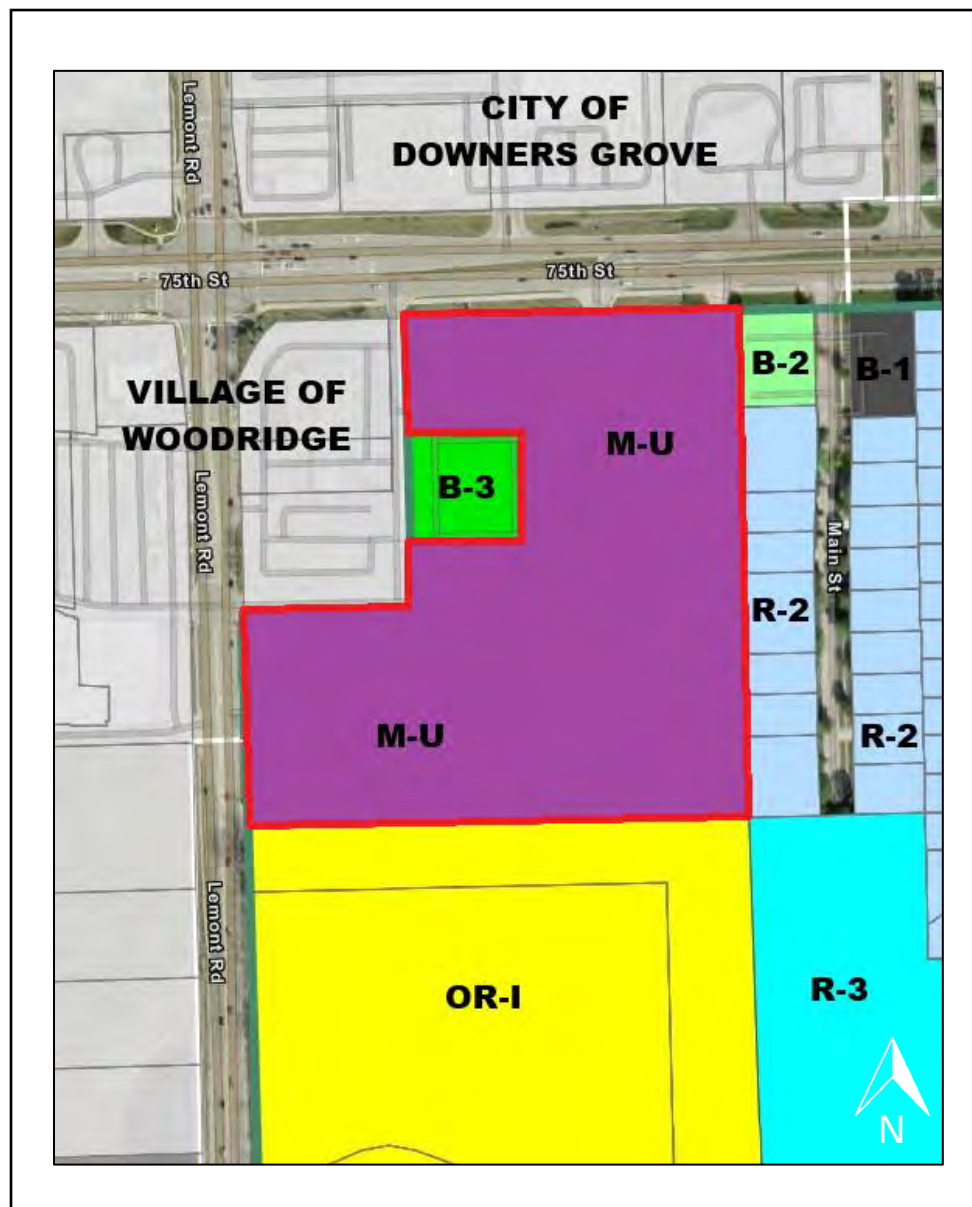
Adjacent Land Uses:

- North: Commercial
- South: Forest Preserve
- East: Residential
- West: Commercial



CITY OF DARIEN
PLANNING, ZONING AND ECONOMIC DEVELOPMENT COMMISSION
APRIL 2, 2025

PROPOSED ZONING MAP



Project No.: PZC2024-09 – 7511 Lemont Road



Memorandum

TO: Mr. Kumar Bhavanasi
Chestnut Court Darien IL, LLC

FROM: Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

DATE: October 2, 2024

RE: Traffic and Parking Analysis
Chestnut Court Shopping Center Redevelopment
Darien, Illinois

This memorandum provides a traffic and parking analysis for the redevelopment of Chestnut Court Shopping Center in Darien, Illinois. Chestnut Court Shopping Center is a retail center near the southeast corner of 75th Street and Lemont Road. The redevelopment plan will replace a portion of the retail space with apartments. The purpose of this study is to assess the change in traffic volumes and the parking needs of the development.

Development Plan

The center is located near the southeast corner of the 75th Street and Lemont Road intersection. The site is bounded by Lemont Road, Chase Bank, and Home Run Pizzeria along the west side of the site and 75th Street along the north side. Single family homes are located to the east and DuPage County Forest Preserve land lies south of the site.

The proposed development plan consists of a four-story apartment building, retail, and a drive through restaurant. The five-story building will have 156 apartments. After redevelopment, the retail will be reduced to 103,933 square feet and add a 2,500 restaurant with a drive thru. Parking lot improvements are proposed.

Site Access

Access to the site is provided by three existing access drives on 75th Street and three on Lemont Road.

75th Street (DuPage 33) is an east-west Other Principal Arterial along the north side of the site. It has three travel lanes in each direction. At its signalized intersection with Lemont Road, there are a separate right-turn lane, three thru lanes, and dual left-turn lane in each direction. Access to the site is provided by two right-in and right-out turn access drives and a left-in, right-in, and right-out drive. It has a 40-mph speed limit and is under the jurisdiction of DuPage Division of Transportation.

Lemont Road is a north-south Minor Arterial Road along the west side of the site with two travel lanes in each direction. At 75th Street, it has a sperate right-turn lane, two thru lanes, and dual left-turn lane in each direction. A signalized intersection serving the Chestnut Court and Woodgrove Festival shopping centers is 625 feet south of 75th Street. The Lemont Road legs have a shared thru/right-turn lane, a separate thru lane, and a left-turn lane. The retail space has access drives have a shared thru/right-turn lane, and a left-turn lane. A full access drive under stop sign control, and a right-in and -out drive also serves the site. It has a 40-mph speed limit and is under the jurisdiction of DuPage Division of Transportation.

All access drives to Chestnut Court will remain unchanged with the redevelopment.

Trip Generation

Trip estimates were made for the existing and proposed development to document the changes in traffic generated by the site. Site trips for each use was based on data in the Institute of Transportation Engineer's Trip Generation 11th Ed. Manual which contains trip generation surveys of similar uses. Copies of the trip calculations are included in the **Appendix**.

The existing Chestnut Court development has a total of 151,633 square feet of retail space. The proposed plan will have a drive-through restaurant (2,500 square feet), retail stores (103,933 square feet), and 156 apartments. The resulting site traffic volumes are shown in **Tables 1 and 2**.

Table 1
Existing Site Traffic Volumes

Use	Size	Morning Peak			Evening Peak			Saturday Peak		
		In	Out	Total	In	Out	Total	In	Out	Total
Shopping Center	151,633 sq. ft.	415	431	846	442	377	819	490	453	943

Table 2
Proposed Site Traffic Volumes

Use	Size	Morning Peak			Evening Peak			Saturday Peak		
		In	Out	Total	In	Out	Total	In	Out	Total
Apartments⁽¹⁾	156 units	14	41	55	37	24	61	31	30	61
Restaurant with Drive-thru⁽²⁾	2,500 sq. ft.	60	66	126	65	62	127	70	68	138
Shopping Center⁽³⁾	103,933 sq. ft.	284	296	580	303	258	561	336	310	646
Totals		358	403	761	402	344	749	437	408	845
Change in Traffic		-57	-28	-85	-40	-33	-70	-53	-45	-98

(1) ITE Land Use Code 221 – Multi-Family (Mid Rise)

(2) ITE Land Use Code 934: - Fast Food Restaurant with Drive-Through Window

(3) ITE Land Use Code 821 – Shopping Plaza (40 - 150k)

Site Traffic Impact

The proposed development plan will add apartments and a drive-thru restaurant to the site while reducing the size of the existing retail space. Traffic conditions will improve at the site access points and at the two signalized intersections on Lemont Road with the reduction of overall site traffic volumes. No off-site traffic improvements are required.

Existing Chestnut Court Parking

The existing on-site parking supply is 674 parking spaces with an additional 25 accessible spaces for a total of 699 spaces. The parking lot totals did not include parking at Chase Bank and parking stalls adjacent to Home Run Inn Pizza. The Darien zoning code requires four parking spaces per one thousand square feet of area or 606 spaces as shown in **Table 3**. The current center has a surplus of parking spaces.

Table 3
Existing Site Parking per Darien Zoning Code

Use	Size	Parking Requirements	Total Parking	
			Required	Provided
Shopping Center	151,633 sq. ft.	4 spaces/1,000 sq. ft.	606	674

Proposed Parking Plan

The redevelopment plan creates four separate parking areas for the main retail/restaurant area on the north side of the site, for the apartments, for an existing retail space to remain in the southwest corner, and a future development outlot. The outlot was not included in the parking analysis and will have to be evaluated separately when a plan is proposed. **Table 4** shows the future required parking for the development plan of 745 spaces while the site plan shows 743 spaces provided. A parking variation of 2 spaces for Retail F

and 33 spaces for the apartments are required. Retail H has 33 surplus spaces. Retail spaces A thru E meet the zoning code with no surplus.

Table 4
Proposed Site Parking per Darien Zoning Code

Location	Use	Size	Parking Requirements	Total Parking		
				Required		Provided
Residential	Apartments	156 units	2 spaces/unit	312		279 (1.79 sp/unit)
Retail H	Restaurant With Drive-thru	2,500 sq. ft. (50 seats)	1 per 3 seats plus 15 stacking spaces for drive-thru lane	17	27	60
		2,500 sq. ft.		10		
Retail A-E	Shopping Center	88,392 sq. ft.	4 spaces/1,000 sq. ft.	354		354
Retail F		13,040 sq. ft.		52		50
	Totals			745		743

National Parking Requirements

National parking data is available from other Institute of Transportation Engineers (ITE) in their publication Parking Generation, 6th Edition for multifamily housing (Land use code 221), drive-through restaurant (Land use code 934), and retail for plaza center (Land use code 821). The ITE data shows lower parking demand than the zoning code requirements and is less than the parking provided.

Table 5
National Parking Survey Results (Proposed)

ITE Land-Use Code	Use	Size	Weekday	Saturday
221	Apartments	156 units	186 (1.19 sp/unit)	156
934	Restaurant (Drive-thru)	2,500 sq. ft.	19	21
821	Shopping Plaza	103,932 sq. ft.	323	249
Totals			528	426

Conclusions

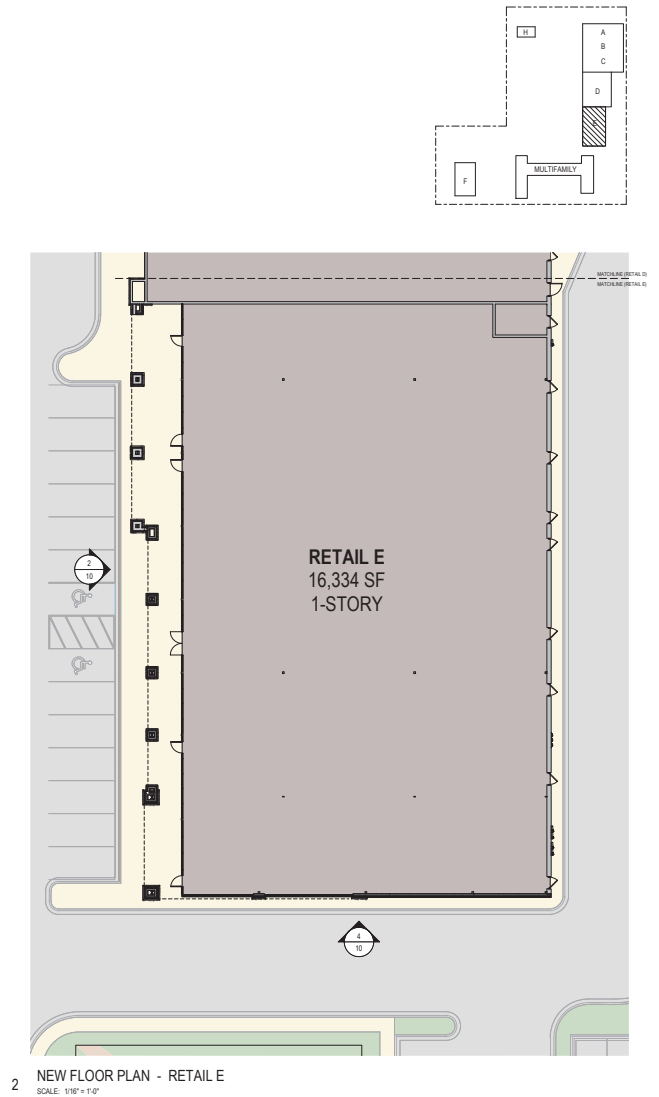
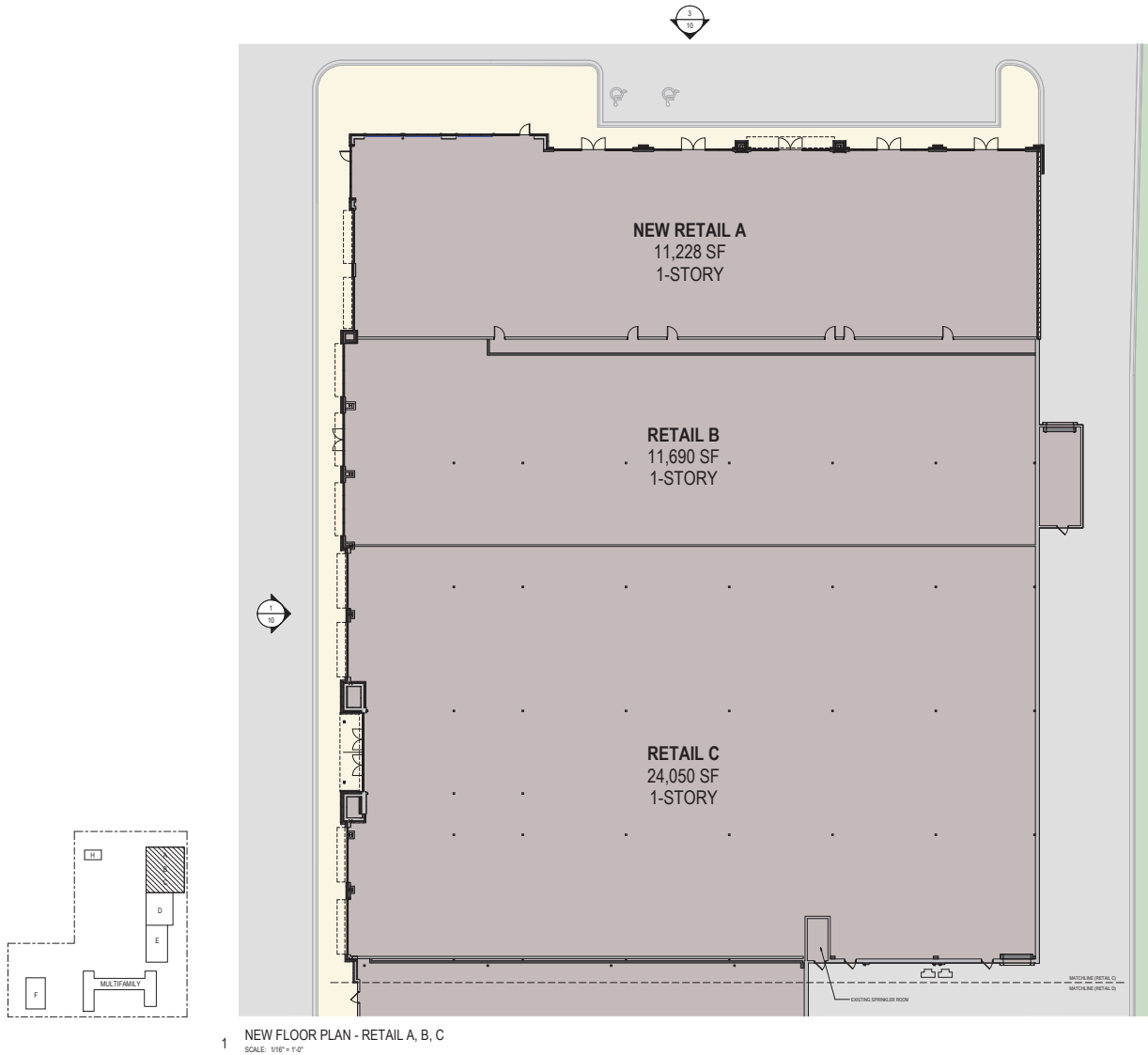
Based on the review of traffic and parking conditions around the proposed site, the following conclusions were reached:

1. The proposed plan with 156 apartments, 103,392 sq. ft. of retail space, and 2,500 sq. ft. of drive through restaurant space of retail will generate 9-10% less traffic volumes than the existing retail space which will benefit existing traffic conditions.
2. The six site driveways on 75th Street and Lemont Road will remain and do not require additional changes.
3. The Darien zoning code requirement for the site is 745 spaces and 743 are provided.
4. Apartment parking is provided at a ratio of 1.79 spaces which is less than the required parking of 2 spaces per unit. The expected parking demand is 1.19 space per unit based on parking surveys of other apartment projects.

Appendix

ITE Parking Generation Calculations

ITE Trip Generation Calculations



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Chicago, IL 60661



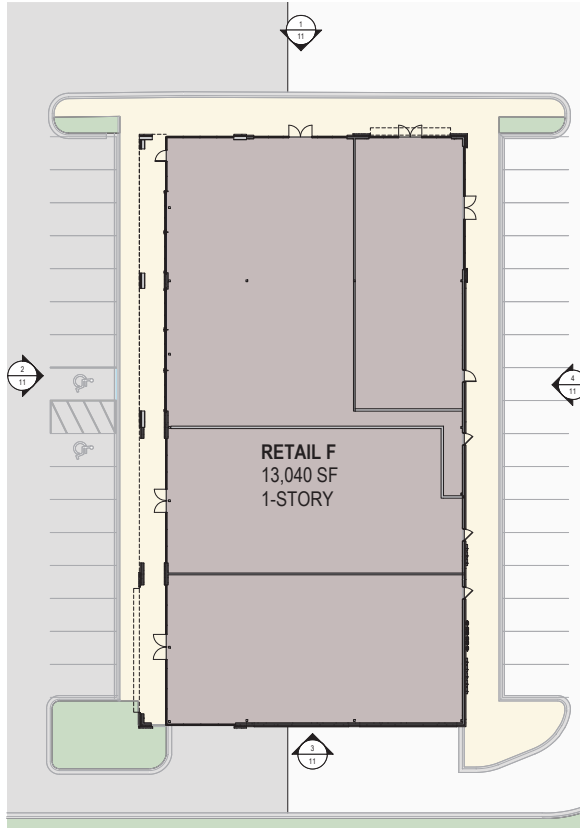
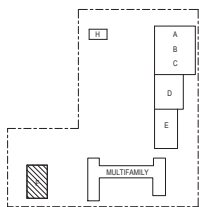
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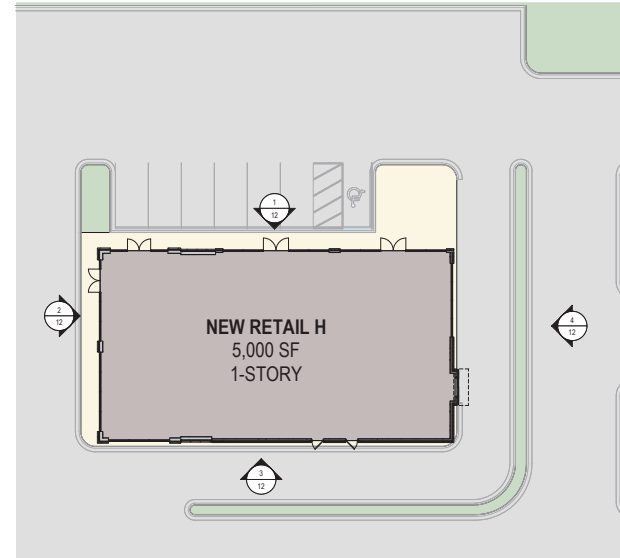
RETAIL REDEVELOPMENT

CHESTNUT COURT SHOPPING CENTER
DARIEN, IL
11/26/24 Project #: 23079

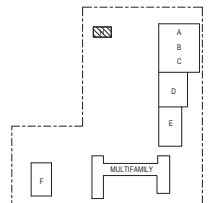
05
NEW FLOOR
PLAN - RETAIL
A,B,C, & E



2 NEW FLOOR PLAN - RETAIL F
SCALE: 1/16" = 1'-0"



1 NEW FLOOR PLAN - RETAIL H
SCALE: 1/16" = 1'-0"



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661



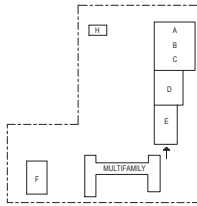
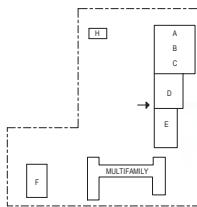
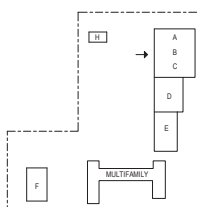
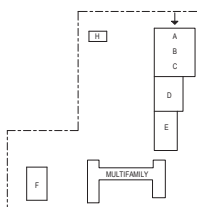
PROJECT

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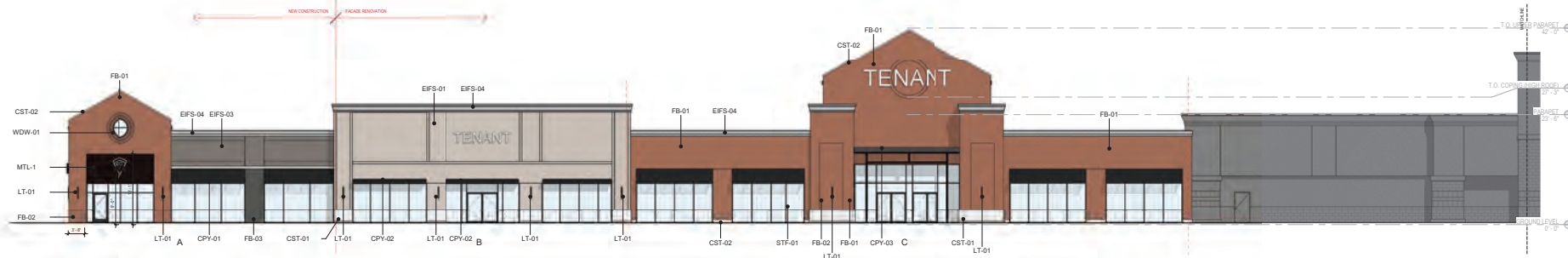
RETAIL REDEVELOPMENT

CHESTNUT COURT SHOPPING CENTER
DARIEN, IL
11/26/24 Project #: 23079

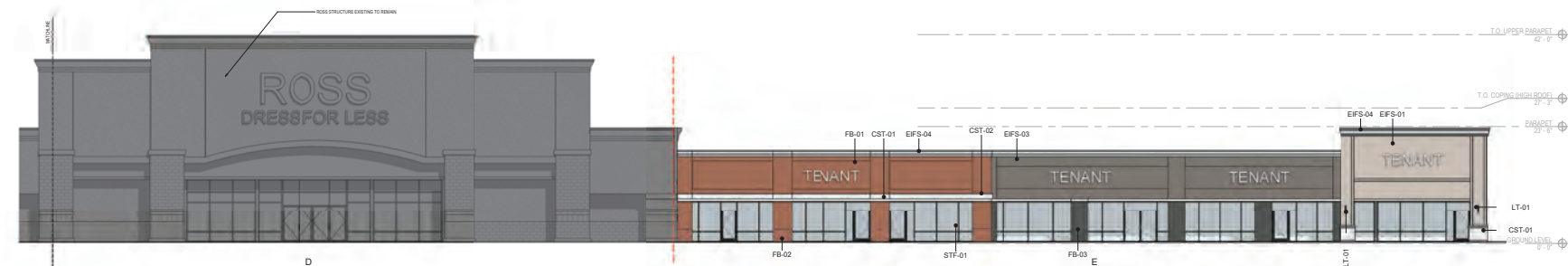
06
NEW FLOOR
PLAN - RETAIL
F & H



3 NORTH ELEVATION - RETAIL A
SCALE: 3/32" = 1'-0"



1 WEST ELEVATION - RETAIL A, B, C
SCALE: 3/32" = 1'-0"



2 WEST ELEVATION - RETAIL D, E
SCALE: 3/32" = 1'-0"



4 NEW SOUTH ELEVATION - RETAIL E
SCALE: 3/32" = 1'-0"

KEYNOTE LEGEND	
KEY NOTE	COMMENT
ASR-1	SLOPED ASPHALT SHINGLE ROOF W/ DARK BRONZ MTL. BUTTER
CPY-01	SLOPED SQUARE METAL TRELLIS CANOPY
CPY-02	BLACK METAL TRELLIS
CPY-03	METAL CLAD SOLID CANOPY, ASSUME ROOF DRAIN
CST-01	CAST STONE
CST-02	CAST STONE CORNICE
CS-01	OVERHEAD DOOR WITH GLASS INFILL PANELS
EFS-01	EFS LIGHT TAN
EFS-02	EFS LIGHT GREY
EFS-03	EFS DARK GREY
EFS-04	EFS CORNICE
FB-01	FACE BRICK 1: COMMON BOND
FB-02	FACE BRICK 2: STACKED SOLDIER BOND
LT-01	DECORATIVE SCIENCE
MTL-1	METAL PANEL - BRONZE
STF-01	STOREFRONT SYSTEM
WDW-01	ROUND GABLE WINDOW WITH MASONRY SURROUND

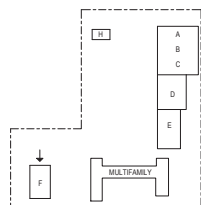
OKW
Architects

OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

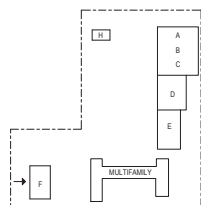
SCALE: 3/32" = 1' 0"
0' 2' 4' 8' 16'

RETAIL REDEVELOPMENT
CHESTNUT COURT SHOPPING CENTER
DARIEN, IL
09/30/24 Project #: 23079

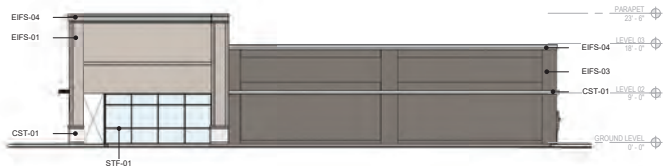
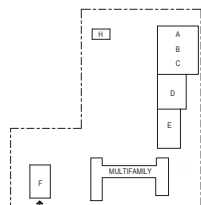
10
NEW
ELEVATIONS -
RETAIL A,B,C,
& E



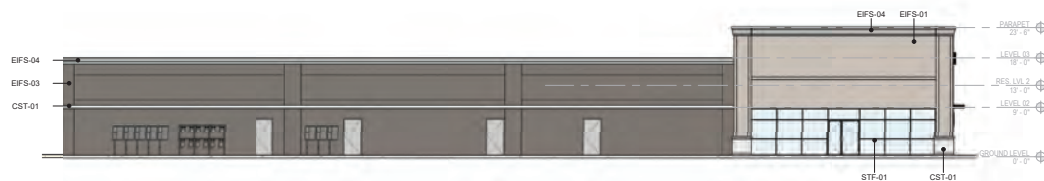
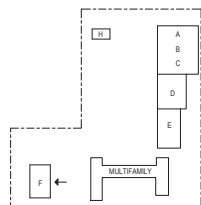
1 NORTH ELEVATION - RETAIL F
SCALE: 3/32" = 1' 0"



2 NEW WEST ELEVATION - RETAIL F
SCALE: 3/32" = 1' 0"



3 NEW SOUTH ELEVATION - RETAIL F
SCALE: 3/32" = 1' 0"



4 NEW EAST ELEVATION - RETAIL F
SCALE: 3/32" = 1' 0"

KEYNOTE LEGEND	
KEYNOTE	COMMENT
ASR-1	SLOPED ASPHALT SHINGLE ROOF W/ DARK BRONZ MTL GUTTER
CPV-02	BLACK METAL TRELLIS
CST-01	CAST STONE
CST-02	CAST STONE CORNICE
DR-01	OVERHEAD DOOR WITH GLASS INFILL PANELS
EIFS-01	EIFS LIGHT TAN
EIFS-03	EIFS DARK GREY
EIFS-04	EIFS CORNICE
FB-01	FACE BRICK 1 - COMMON BOND
FB-02	FACE BRICK 1 - STICKED SOLIDER BOND
LT-01	DECORATIVE SCORCE
MTL-1	METAL PANEL - BRONZE
STF-01	STOREFRONT SYSTEM
WDW-01	ROUND GABLE WINDOW WITH MASONRY SURROUND



OKW ARCHITECTS
600 W. Jackson, Suite 250
Chicago, IL 60661

SCALE: 3/32" = 1' 0"
0' 2' 4' 8' 16'

RETAIL REDEVELOPMENT
CHESTNUT COURT SHOPPING CENTER
DARIEN, IL
09/30/24 Project #: 23079

11
NEW
ELEVATIONS -
RETAIL F



1 NORTH ELEVATION - RETAIL H
12 SCALE: 3/32" = 1'-0"



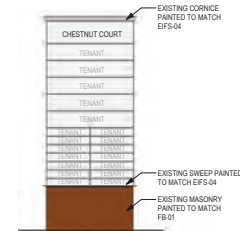
2 WEST ELEVATION - RETAIL H
12 SCALE: 3/32" = 1'-0"



3 SOUTH ELEVATION - RETAIL H
12 SCALE: 3/32" = 1'-0"



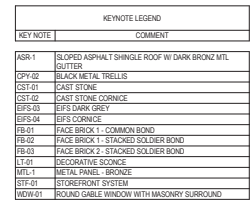
4 EAST ELEVATION - RETAIL H
12 SCALE: 3/32" = 1'-0"



5
12

TYPICAL MONUMENT SIGN ELEVATION

SCALE: 3/32" = 1'-0"



MATERIAL PALETTE



ASR-01



CPY-01



CPY-02



CPY-03



DR-1



CST-01



EFS-01



EFS-02



EFS-03



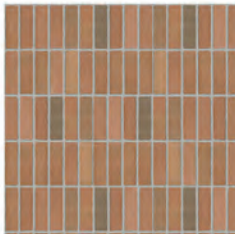
LT-01



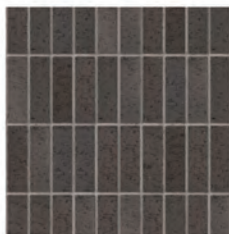
MT-1



FB-01



FB-02



FB-03



STF-01

EXTERIOR MATERIAL SCHEDULE	
ITEM TAG	DESCRIPTION
ASR-01	ASPHALT SHINGLE ROOF
CPY-01	SLOPED SQUARE METAL TRELLIS CANOPY
CPY-02	BLACK METAL TRELLIS
CPY-03	SOLID METAL-CLAD CANOPY
CST-01	CAST STONE
DR-1	OVERHEAD DOOR W/ GLASS INFILL PANELS
EFS-01	EIFS WALL FINISH - LIGHT TAN
EFS-02	EIFS WALL FINISH - LIGHT GRAY
EFS-03	EIFS WALL FINISH - DARK GRAY
FB-01	FACE BRICK 1 - RED BLEND COMMON BOND
FB-02	FACE BRICK 2 - RED BLEND STACKED SOLDIER COURSE
FB-03	FACE BRICK 3 - GRAY STACKED SOLDIER COURSE
LT-1	DECORATIVE SCONCE - DARK BRONZE
MT-1	METAL PANEL - DARK BRONZE
STF-01	STOREFRONT SYSTEM W/ DARK BRONZE MULLIONS



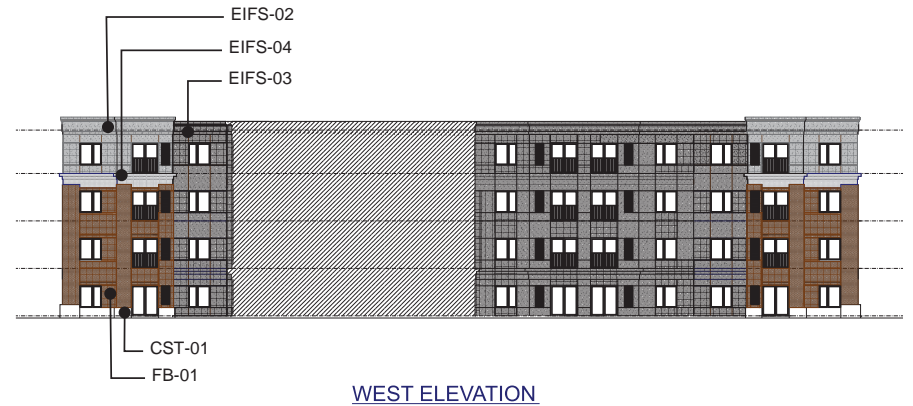
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RETAIL REDEVELOPMENT
CHESTNUT COURT SHOPPING CENTER
DARIEN, IL
09/30/24 Project #: 23079



KEYNOTE LEGEND	
KEY NOTE	COMMENT
CST-01	CAST STONE
EIFS-02	EIFS LIGHT GRAY
EIFS-03	EIFS DARK GRAY
EIFS-04	EIFS CORNICE
FB-01	FACE BRICK 1 - COMMON BOND

CUSTOMER: DARIEN APARTMENTS		CITY/STATE: DARIEN, IL
MODEL: 4 STORY APT		PRODUCTION NO. 2024
DATE: 12/2/2024	BY: MM	SCALE: NTS
100 HOMEWAY CT. DEER CREEK, IL 61733 PH: (309) 447-6267 www.homewaycommercial.com		
BUILDING PLANS PROPERTY OF HOMEWAY COMMERCIAL INC.		EL1



KEYNOTE LEGEND	
KEY NOTE	COMMENT
CST-01	CAST STONE
EIFS-02	EIFS LIGHT GRAY
EIFS-03	EIFS DARK GRAY
EIFS-04	EIFS CORNICE
FB-01	FACE BRICK 1 - COMMON BOND

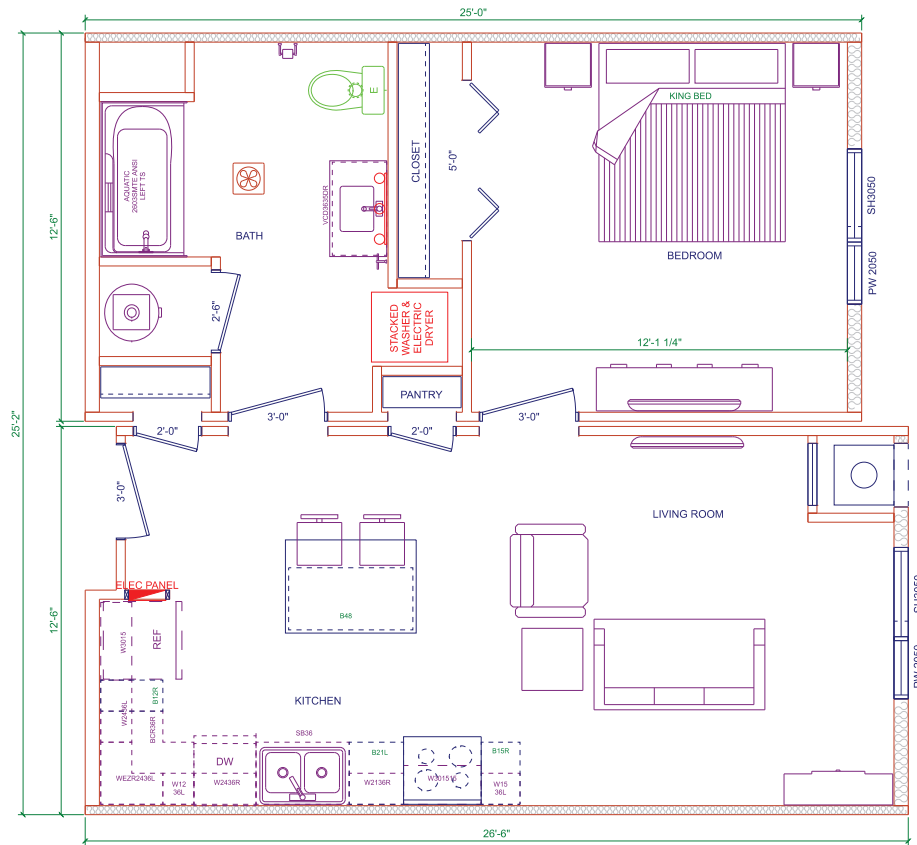
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MODEL: 4 STORY APT		PRODUCTION NO: 2024
DATE: 12/2/2024	BY: MM	SCALE: NTS
100 HOMEWAY CT. DEER CREEK, IL 61733 PH: (309) 447-6267 www.homewaycommercial.com		
BUILDING PLANS PROPERTY OF HOMEWAY COMMERCIAL INC.		EL2




ROOM COUNTS						
	STUDIO	(1) BEDROOM	(2) BEDROOM	ALL ROOMS	AREA (SQ FT)	MODULAR UNITS
1ST FLOOR	4	20	12		37,799	51
2ND FLOOR	4	24	12		37,799	51
3RD FLOOR	4	24	12		37,799	51
4TH FLOOR	4	24	12		37,799	51
TOTAL	16	92	48	156	151,196	204
PERCENTAGE	10%	59%	31%			
TARGET	12%	50%	38%	155		

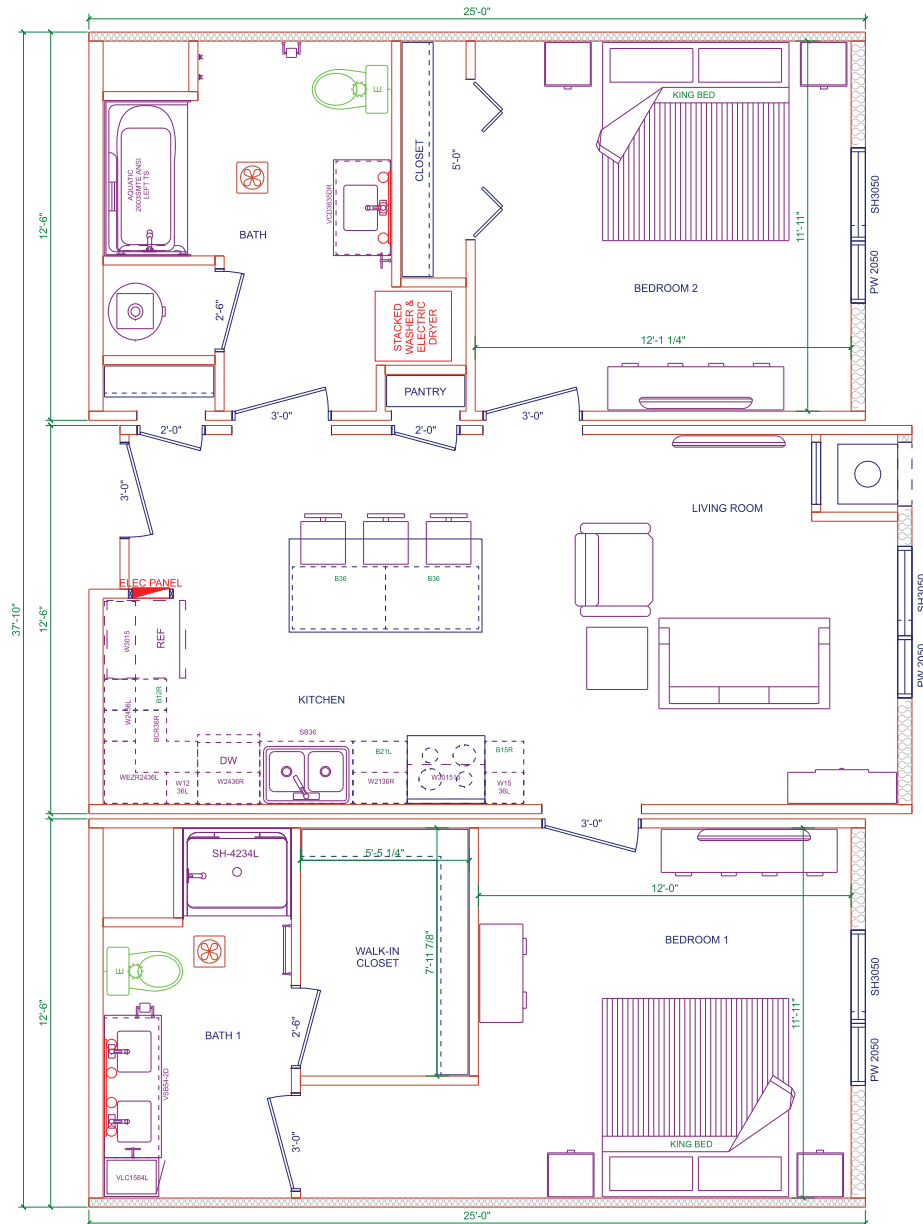
APARTMENT LAYOUT

CUSTOMER: DARIEN APARTMENTS		CITY/STATE: DARIEN, IL	
MODEL: 4 STORY APT		PRODUCTION NO: 2024	
DATE: 12/2/2024	BY: MM	SCALE: NTS	
100 HOMEWAY CT. DEER CREEK, IL 61733 PH: (309) 447-6267 www.homewaycommercial.com			
BUILDING PLANS PROPERTY OF HOMEWAY COMMERCIAL INC.		L2	



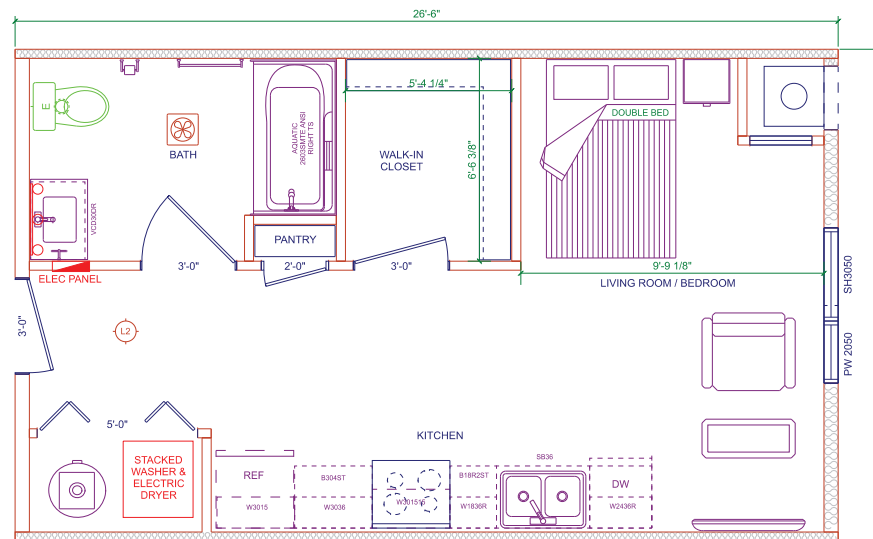
ONE BEDROOM UNIT
9'-0" WALLS, 655 SQ. FT.

CUSTOMER: DARIEN APARTMENTS		CITY/STATE: DARIEN, IL	
MODEL: 4 STORY APT		PRODUCTION NO. 2024	
DATE: 8/26/2024	BY: MM	SCALE: 1/4" = 1'-0"	
100 HOMEWAY CT. DEER CREEK, IL 61733 PH: (309) 447-6267 www.homewaycommercial.com			
BUILDING PLANS PROPERTY OF HOMEWAY COMMERCIAL INC.		RT-1	



TWO BEDROOM UNIT
9'-0" WALLS, 974 SQ. FT.

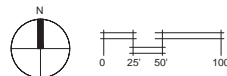
CUSTOMER: DARIEN APARTMENTS		CITY/STATE: DARIEN, IL	
MODEL: 4 STORY APT		PRODUCTION NO. 2024	
DATE: 8/26/2024	BY: MM	SCALE: 1/4" = 1'-0"	
100 HOMEWAY CT. DEER CREEK, IL 61733 PH: (309) 447-6267 www.homewaycommercial.com			
BUILDING PLANS PROPERTY OF HOMEWAY COMMERCIAL INC.		RT-2	



STUDIO UNIT
9'-0" WALLS, 420 SQ. FT.

CUSTOMER: DARIEN APARTMENTS		CITY/STATE: DARIEN, IL	
MODEL: 4 STORY APT		PRODUCTION NO. 2024	
DATE: 8/26/2024	BY: MM	SCALE: 1/4" = 1'-0"	
100 HOMEWAY CT. DEER CREEK, IL 61733 PH: (309) 447-6267 www.homewaycommercial.com			
BUILDING PLANS PROPERTY OF HOMEWAY COMMERCIAL INC.		RT-S	

SCALE: 1" = 50'-0"

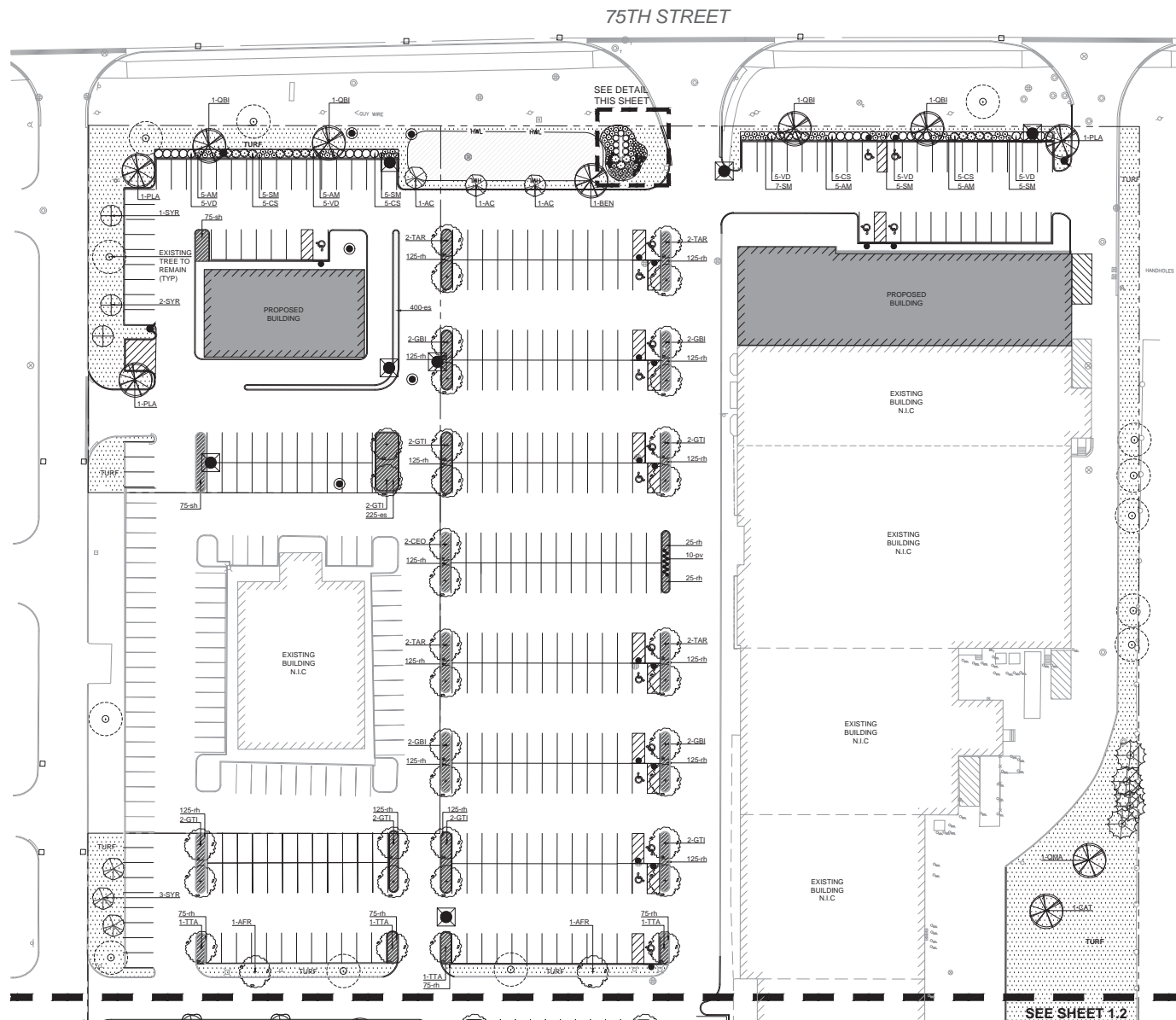


no.	revision description	initial	date
1	ISSUED FOR REVIEW	NMT	12-09-24
	PER FOREST PRESERVE COMMENTS	NMT	04-04-25

CHESTNUT COURT
SHOPPING CENTER
DARIEN, ILLINOIS

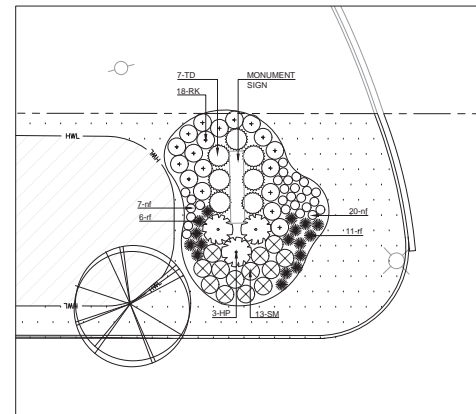
OVERALL LANDSCAPE PLAN
MASTER PLANT LIST

date.	09-24-24	drawn	DEA	checked
job no.				
24390				
sheet no.				
L1.0				



LANDSCAPE PLAN - NORTH

SCALE: 1" = 30'-0"



MONUMENT SIGN PLANTING

SCALE: 1" = 10'-0"

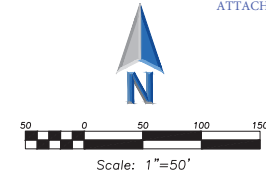
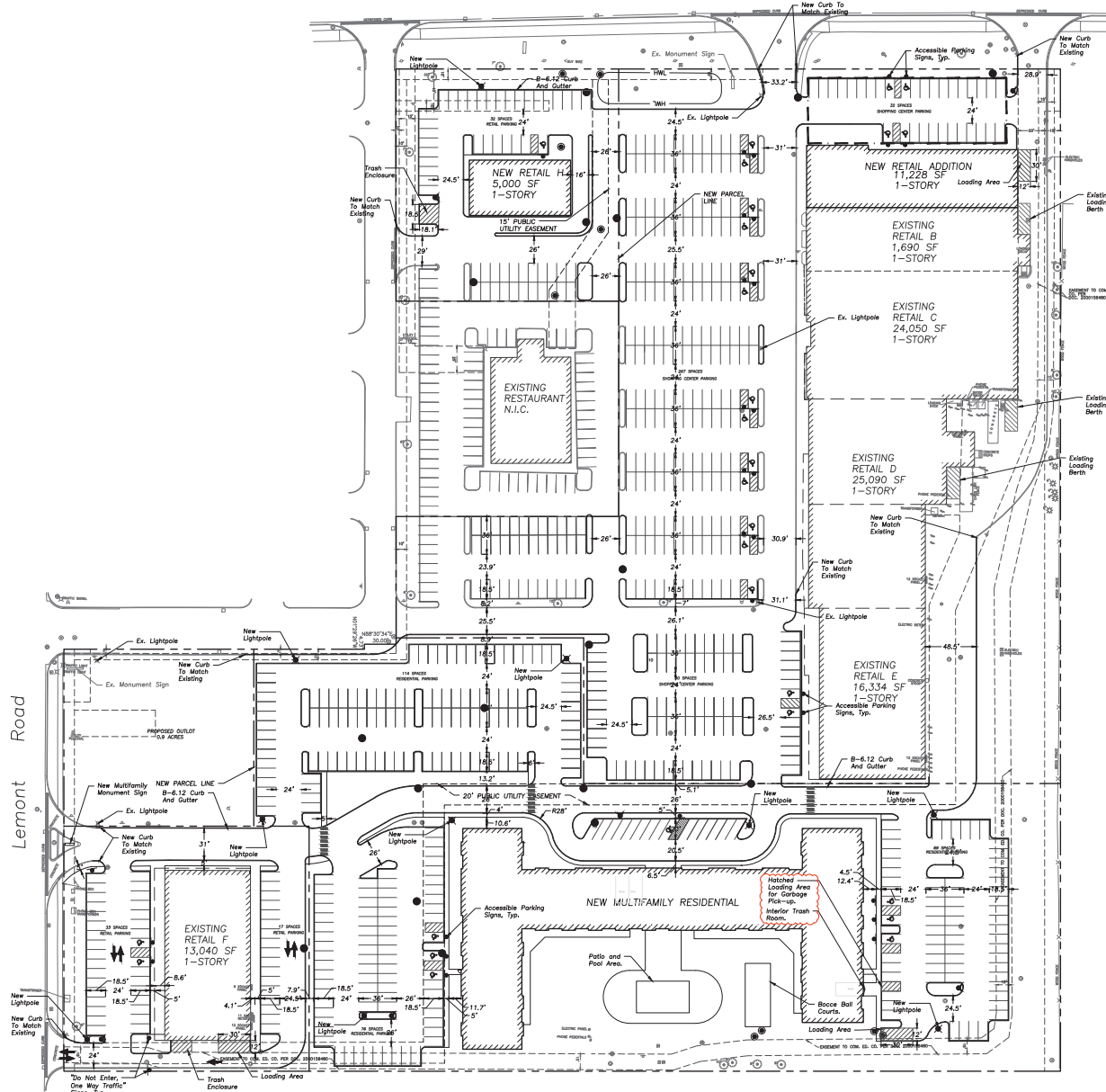
no.	revision	description	initial	date
1	ISSUED FOR REVIEW		NT	12-20-24
2	FOR FOREST PRESERVE COMMENTS		NT	04-24-25

CHESTNUT COURT
SHOPPING CENTER
DARIEN, ILLINOIS

LANDSCAPE PLAN - NORTH
MONUMENT SIGN PLANTING

date	drawn	checked	not
03-28-24	NT	NT	NT
job no.	24390		
sheet no.	L1.1		

75th Street



GEOMETRY NOTES

1. All Dimensions Contained Herein Reference Back Of Curb, Face Of Retaining Wall, Center Of Structure And Outside Face Of Building Foundation Unless Otherwise Noted.
2. All Pavement Striping Shall Be 4" Wide Yellow Point Per Specifications, Two Cuts For Lane Points. All Cross Hatch Striping Shall Be 45° At 2'-0" Centers.
3. All Accessible Parking Signs (R7-8) Must Be Placed at the Center of the Space and Within 5 Feet of the Space.
4. Refer to Architectural Drawings for Exact Locations of All Buildings.
5. Refer to Architectural Drawings for Locations and Details of All Permanent Site Fencing.
6. Traffic Sign Posts Shall Be Breakaway Green U-Channel Posts, 2-8/16, 11 Gauge Steel, Embedded 42" Minimum Into Ground.

PARKING SUMMARY

Standard Spaces = 705
ADA Spaces = 29

ATTACHMENT J - GRADING AND UTILITY PLANS

EXISTING	PROPOSED

GENERAL NOTES

1. The Location of Existing Underground Utilities, Such As Watermain, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility In The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of These Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately If Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
2. Notify The Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
3. Contractor Shall Provide Private Utility Locating Services for the Project Area.
4. Notify The Owner, Engineer and The City of Darien A Minimum of 48 Hours in Advance of Performing Any Work.
5. All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work As Shown Hereon Shall Be Restored To Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is incumbent Upon Contractor to Show That Damaged Areas Were Not Disturbed By Construction Operations.
6. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
7. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
8. The Engineer is Furnishing These Drawings For Construction Purposes As a Convenience To The Owner, Architect, Surveyor, or Contractor. Prior To The Use Of These Drawings For Construction Purposes, The User Shall Verify All Dimensions And Locations Of Buildings With The Architectural Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Or This Information Shall Contact The Engineer Immediately.
9. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor in Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Elevation Points and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Rims and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appearance Locations. Provide Photograph of Restrictor Plate(s) Including Ruler Across Opening For Verification Of Restrictor Diameter.
10. The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And all Addenda Therein, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.



145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE (847) 523-4804
FAX (847) 523-4854
EMAIL INFO@EEA-IL.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 18-HCS3320
EXPIRES: 04/30/2025

CHESTNUT COURT SHOPPING CENTER DARIEN, ILLINOIS

Reserved for East

No.	Date	Description
08/08/24	CONCEPT PRICING SET	
10/21/24	VALUE COMMENTS	
02/21/25	VALUE COMMENTS	

Design By:	Approved By:	Date:
GFW	CMF	08/08/24

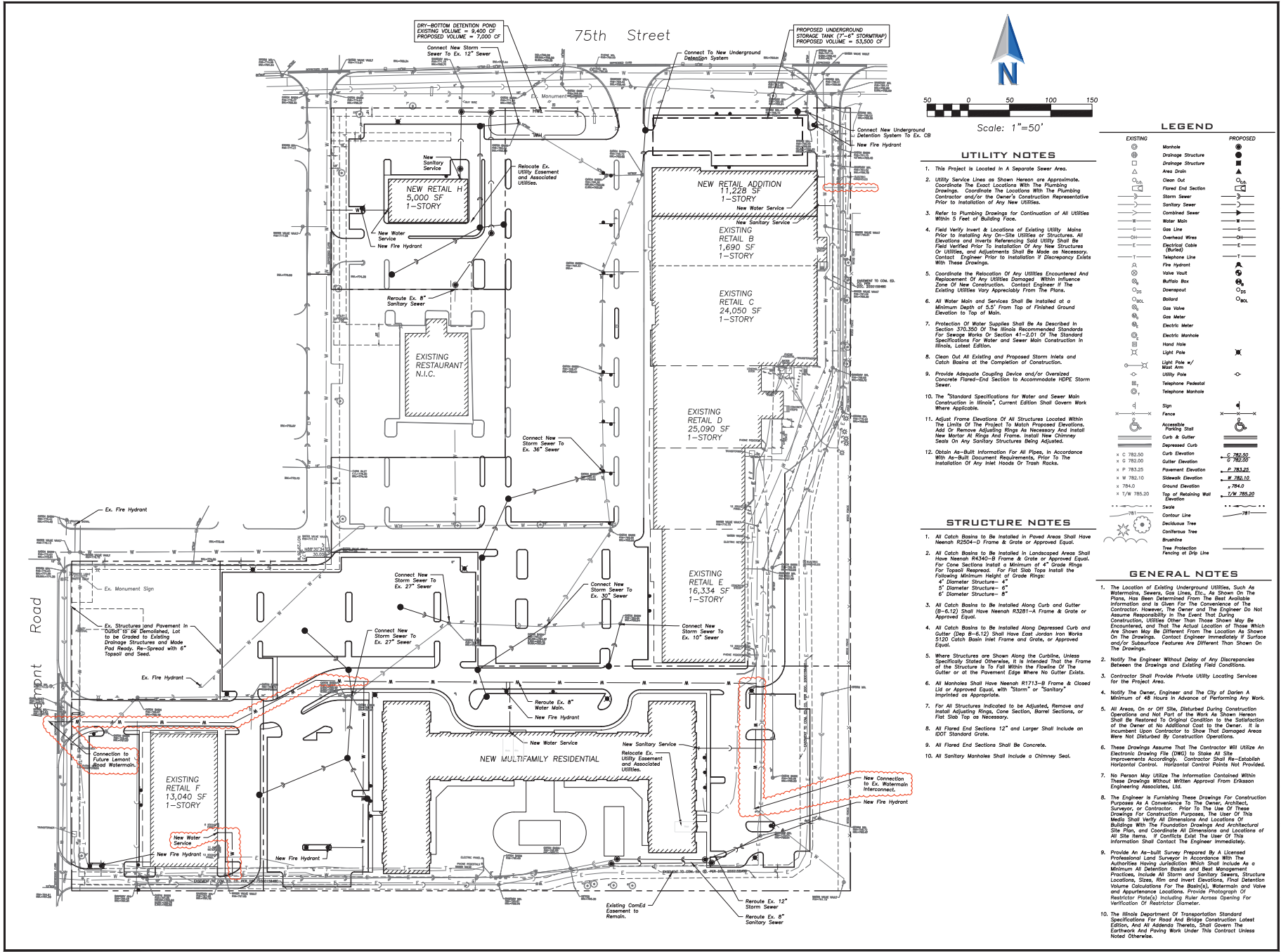
Sheet Title:

SITE GEOMETRY PLAN

Sheet No:

C200

EEA - P-24115 - OKW - Chestnut Shopping Center\Drawings\Chestnut Shopping Center-Site Plan.dwg
Plotted: 2/21/25 @ 2:31pm By: cfran



**ERIKSSON
ENGINEERING
ASSOCIATES, LTD.**

145 COMMERCE DRIVE, SUITE A
GRAYSLAKE, ILLINOIS 60030
PHONE: (847) 522-4804
FAX: (847) 522-4854
EMAIL: INFO@EEA-LLD.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 18-0003320
EXPIRES: 04/30/2025

**CHESTNUT COURT
SHOPPING CENTER**
DARIEN, ILLINOIS

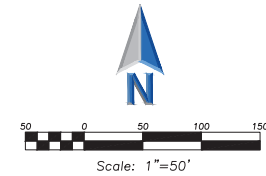
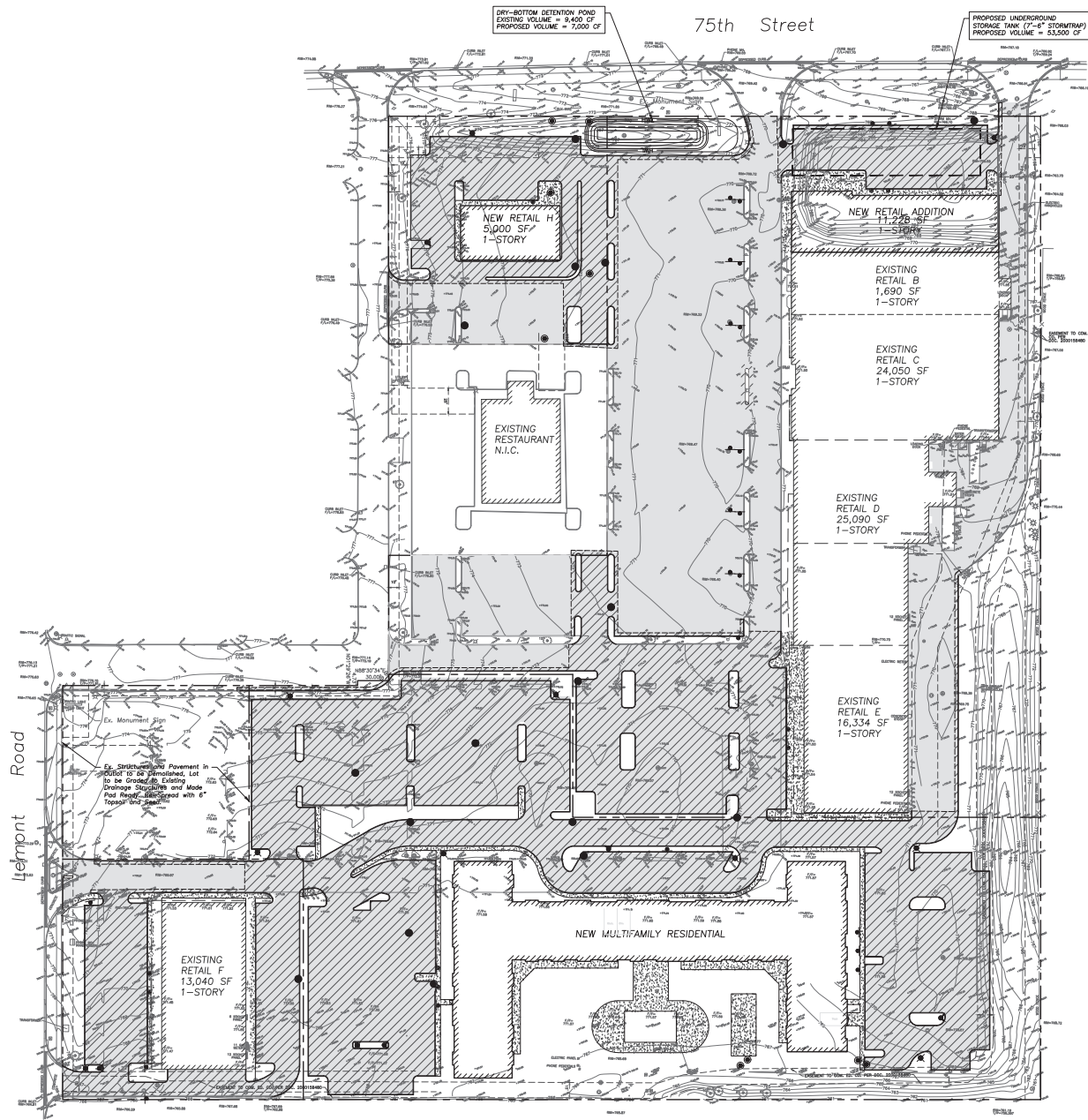
Reserved for Seal:

No.	Date	Description
08/08/24	CONCEPT PRICING SET	
10/21/24	VALUE COMMENTS	
02/21/25	VALUE COMMENTS	

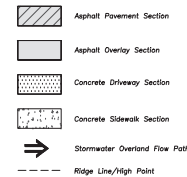
Design By: **GW** Approved By: **CM** Date: **08/08/24**

Sheet Title: **SITE
UTILITY
PLAN**

Sheet No: **C300**



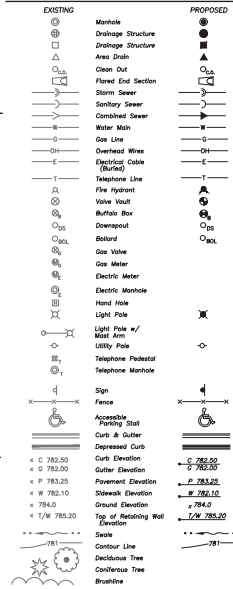
PAVING & SURFACE LEGEND



GRADING NOTES

1. Install And Maintain Silt Fence at the Perimeter of the Construction Zone.
2. The Grading and Construction of Proposed Improvements Shall Be Done in a Manner Which Will Allow For Positive Drainage, and Not Cause Flooding of Stormwater on the Surface of Proposed Improvements.
3. All Landscaped Areas Disturbed By Construction Shall Be Regraded With 6 inches (Max.) to 12 inches (Max.) Topsoil and seeded Unless Noted Otherwise On The Landscape Drawings.
4. Refer to Architectural Drawings for Locations and Patterns of Expansion and Control Joints in Concrete Pavement and Sidewalks.
5. Accessible Parking Spaces and Loading Spaces Shall Be Staked at Maximum 2.0% in Any Direction. Maximum Sidewalk Cross Slopes Shall Be 2.0%. Maximum Longitudinal Sidewalk Slope Shall Be 4.9%. Contact Engineer if Conflicts Exist.
6. Adjust Frame Elevations Of All Structures Located Within The Limits Of The Project To Match Proposed Elevations. Add Or Remove Adjusting Brigs As Necessary And Install New Mortar At Rings And Frames. Install New Chimney Seals On Any Sanitary Structures Being Adjusted.

LEGEND



GENERAL NOTES

1. The Location of Existing Underground Utilities, Such As Watermains, Sewers, Gas Lines, Etc., As Shown On The Plans, Has Been Determined From The Best Available Information and is Given For The Convenience of The Contractor. However, The Owner and The Engineer Do Not Assume Responsibility in The Event That During Construction, Utilities Other Than Those Shown May Be Encountered, and That The Actual Location of These Which Are Shown May Be Different From The Location As Shown On The Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features Are Different Than Shown On The Drawings.
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4. Notify The Owner, Engineer and The City of Darien A Minimum of 48 Hours in Advance of Performing Any Work.
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6. These Drawings Assume That The Contractor Will Utilize An Electronic Drawing File (DWG) to Stake All Site Improvements Accordingly. Contractor Shall Re-Establish Horizontal Control. Horizontal Control Points Not Provided.
7. No Person May Utilize The Information Contained Within These Drawings Without Written Approval From Eriksson Engineering Associates, Ltd.
8. The Engineer is Furnishing These Drawings For Construction Purposes Only and is Not to Be Used For Any Other Purpose, Surveyor, or Contractor. Prior To The Use of These Drawings For Construction Purposes, The Engineer, The City, Media Shall Verify All Dimensions and Locations of Buildings With The Foundation Drawings And Architectural Site Plan, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist The User Of This Information Shall Contact The Engineer Immediately.
9. Provide An As-Built Survey Prepared By A Licensed Professional Land Surveyor in Accordance With The Authorities Having Jurisdiction Which Shall Include As a Minimum All Detention Basins and Best Management Practices, Include All Storm and Sanitary Sewers, Structure Locations, Sizes, Run and Invert Elevations, Final Detention Volume Calculations For The Basin(s), Watermain and Valve and Appurtenance Locations. Provide Photograph of Restrictor Plate(s) Including Ruler Across Opening For Verification Of Restrictor Diameter.
10. The Illinois Department of Transportation Standard Specifications For Road And Bridge Construction Latest Edition, And all Addenda Therein, Shall Govern The Earthwork And Paving Work Under This Contract Unless Noted Otherwise.



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PROFESSIONAL DESIGN FIRM
LICENSE NO. 18-0033230
EXPIRES: 04/30/2025

CHESTNUT COURT SHOPPING CENTER DARIEN, ILLINOIS

Reserved for Seal:

No.	Date	Description
08/08/24	08/08/24	CONCEPT PRICING SET
10/21/24	10/21/24	VALUE COMMENTS
02/21/25	02/21/25	VALUE COMMENTS

Design By:	GW	Approved By:	CMF	Date:	08/08/24
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Sheet Title:

GRADING AND PAVING PLAN

Sheet No:

C400

CHESTNUT COURT SHOPPING CENTER RESUBDIVISION

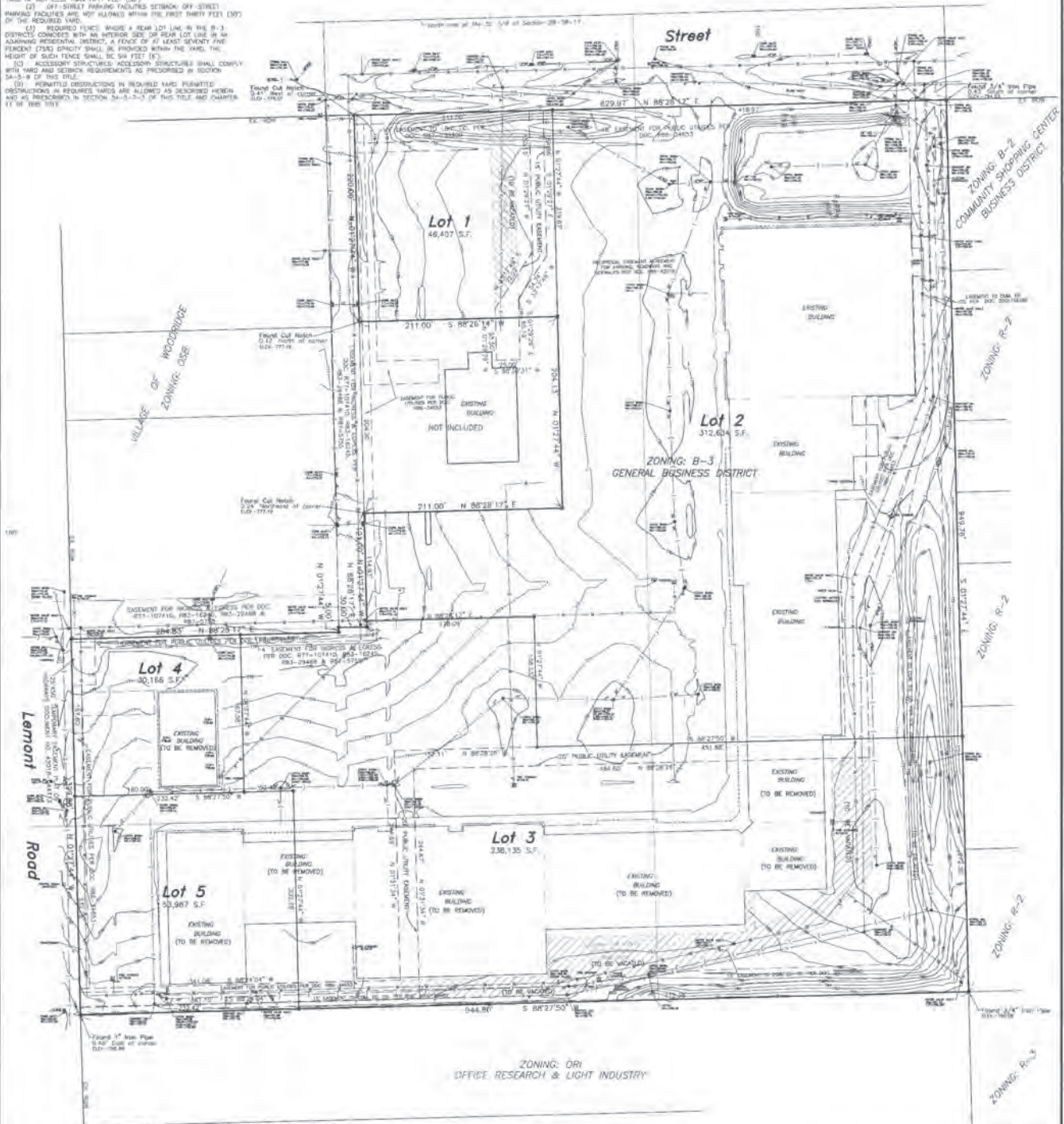
OF

THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER
OF SECTION 29, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD
PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY
1, 1944 AS DOCUMENT NO. 464509, IN DUPAGE COUNTY, ILLINOIS

THE PREMISES COMMONLY KNOWN AS
7511 LAMONT ROAD, DAREN, IL
PARCEL AREA = 18.841 ACRES 691,232 S.F.
PINS: 09-29-300-008
09-29-300-022
09-29-300-023
09-29-300-024
09-29-300-025
CURRENT ZONING: B-3
(GENERAL BUSINESS DISTRICT)

- HARD REQUIREMENTS:**
THE MINIMUM YARDS REQUIRED IN THE B-3 DISTRICT SHALL BE AS FOLLOWS:
- FRONT AND CORNER SIDE YARDS:**
 - YARD DEPTH THERE SHALL BE A REQUIRED FRONT YARD OF NOT LESS THAN FIFTY FEET (50') IN DEPTH.
 - OFF-STREET PARKING FACILITIES BETWEEN OFF-STREET PARKING FACILITIES ARE NOT ALLOWED WITHIN THE FIRST FIFTY FEET (50') OF THE REQUIRED YARD AS A PART OF THE SITE PLAN APPROVAL PROCESS CALLED FOR IN SECTION 54-5-4-3 OF THE ZONING ORDINANCE. THE CITY MAY REQUIRE THAT A PORTION OF SUCH AREA BE DESIGNATED AND DEVELOPED AS A PORTAGE OF A PUBLIC ROAD.
 - SEE AND HEAR YARDS:**
 - REAR SIDE YARD:**
 - ADJACENT A RESIDENTIAL DISTRICT:
 - YARD DEPTH THERE SHALL BE A REQUIRED REAR SIDE YARD OF NOT LESS THAN FORTY FEET (40') IN DEPTH.
 - OFF-STREET PARKING FACILITIES BETWEEN OFF-STREET PARKING FACILITIES ARE NOT ALLOWED WITHIN THE FIRST TWENTY FEET (20') OF THE REQUIRED YARD.
 - ADJACENT A RESIDENTIAL DISTRICT:
 - YARD DEPTH THERE SHALL BE A REQUIRED REAR SIDE YARD OF NOT LESS THAN FIFTY FEET (50').
 - OFF-STREET PARKING FACILITIES BETWEEN OFF-STREET PARKING FACILITIES ARE NOT ALLOWED WITHIN THE FIRST TWENTY FEET (20') OF THE REQUIRED YARD.
 - REQUIRED FENCE: WHERE A REAR LOT LINE IN THE B-3 DISTRICT COINCIDES WITH AN INTERIOR SIDE OR REAR LOT LINE IN AN ADJACENT RESIDENTIAL DISTRICT, A FENCE OF AT LEAST SEVENTY FIVE PERCENT (75%) OPACITY SHALL BE PROVIDED WITHIN THE YARD. THE HEIGHT OF SUCH FENCE SHALL BE SIX FEET (6').
 - ACCESSORY STRUCTURES: ACCESSORY STRUCTURES SHALL COMPLY WITH YARD AND SETBACK REQUIREMENTS AS PRESCRIBED IN SECTION 54-5-9 OF THIS TITLE.
 - PERMITTED OBSTRUCTIONS IN REQUIRED YARD: PERMITTED OBSTRUCTIONS IN REQUIRED YARDS ARE ALLOWED AS DESCRIBED HEREIN AND AS INTERPRETED IN SECTION 54-5-3-3 OF THIS TITLE AND CHAPTER 11 OF THIS TITLE.

75th



APPROVAL OF PRELIMINARY PLAT:
NOTICE IS HEREBY GIVEN THAT THE PRELIMINARY PLAT OF THE SUBDIVISION SHOWN HEREON HAS RECEIVED APPROVAL BY THE CITY COUNCIL OF THE CITY OF DAREN, ILLINOIS, AND UPON COMPLIANCE BY THE OWNER WITH THE NECESSARY REQUIREMENTS OR QUALIFICATIONS, THE CITY COUNCIL WILL RECEIVE THE FINAL PLAT FOR CONSIDERATION. IF SUBMITTED BY THE OWNER IN SUCH FORM AND WITHIN SUCH TIME AS REQUIRED BY SUBDIVISION REGULATIONS OF THE CITY OF DAREN, UNLESS THIS PRELIMINARY APPROVAL AND THE CONDITIONS ARE ACCEPTED WITHIN TEN (10) DAYS, THIS APPROVAL IS NULL AND VOID. APPLICATION FOR FINAL PLAT APPROVAL SHALL BE MADE WITHIN ONE HUNDRED EIGHTY (180) DAYS, AND IN THE EVENT SUCH APPLICATION IS NOT SO MADE, THE PRELIMINARY PLAT APPROVAL HEREBY GIVEN SHALL BE NULL AND VOID AND OF NO FORCE AND EFFECT.

CITY COUNCIL, CITY OF DAREN, ILLINOIS

DATED: 11-20-

BY: MAYOR ATTEST: CITY CLERK

ACCEPTANCE: IN CONSIDERATION OF THE PRELIMINARY APPROVAL HEREBY GIVEN, THE TERMS HEREOF ARE HEREBY ACCEPTED.

DRAWN:

ATTEST:

LINE LEGEND

- 1 - STONE BOUNDARY
- 2 - SURVEY CORNER
- 3 - WATERWAY
- 4 - ELEC. (BUREAU)
- 5 - GAS (BUREAU)
- 6 - FENCE (BUREAU)

GRAPHIC SCALE



1 INCH = 100 FEET
7 1/8 IN. = 100 FEET
1/8 IN. = 100 FEET

NO.	DATE	DESCRIPTION	BY
2	05-03-26	REVISE COMMENTS	B.A.I.
1	12-12-26	ORIGINAL ISSUE	B.A.I.

FIELDWORK COMPLETED: 07-31-2023
CLIENT NAME: Chestnut Court Shopping Center, LLC
ADDRESS: 7511 Lemont Road, Daren, IL 60145

NOTES:
1. THIS PLAT IS VOID IF THE UNDERSIGNED SURVEYORS SEAL DOES NOT APPEAR ON THIS PLAT.
2. THIS PLAT IS VOID IF THE UNDERSIGNED SURVEYORS SEAL DOES NOT APPEAR ON THIS PLAT.
3. THIS PLAT IS VOID IF THE UNDERSIGNED SURVEYORS SEAL DOES NOT APPEAR ON THIS PLAT.

Compare your description and site markings with this plat. AT ONCE report any discrepancies which you may find.
R.E. ALLEN AND ASSOCIATES, LTD.
PROFESSIONAL LAND SURVEYORS
1010 N. CORPORATE CENTER, SUITE C
CHICAGO, ILLINOIS 60610
PHONE: 847-223-0914 FAX: 847-223-0980

Project Review Criteria

Mixed-Use Zoning Map Amendment Guidelines:

In making its legislative determination to zone or rezone a property to the M-U Mixed-Use District, the Planning and Zoning Commission and City Council may apply the following guidelines to the proposal under consideration:

(A) The capacity of existing and proposed community facilities and utilities including water, sewer, and transportation systems to serve the permitted uses which might lawfully occur on the property so zoned.

(B) The relationship of the subject property to the various aspects of the City's transportation system including pedestrian ways, bicycle paths, major and collector streets, and public transit.

(C) The adequacy of public services including schools, police and fire protection, and solid waste collection serving the property and the impact the permitted uses would have upon these services.

(D) The potential impact existing or permitted uses in the vicinity would have upon the land uses authorized in the M-U Mixed Use District and the impact such uses, if developed, would have upon existing uses in the vicinity.

(E) The extent to which the proposal will promote balanced growth in the community and will be consistent with the City's goals for equal housing opportunity and a variety of housing types.

(F) The impact any natural disasters, including flooding, would have upon the permitted uses.

(G) The impact the proposal would have upon the environment including noise, air and water pollution.

(H) The conformance of the proposal to the overall comprehensive plan and map for the City.

Variation Criteria:

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

a) The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

b) The plight of the owner is due to unique circumstances.

c) The variation if granted will not alter the essential character of the locality.

d) Essential Need: The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

e) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase. f) Smallest Solution: There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

g) Create Neighbor Problem: The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

h) Create Community Problem: The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

i) Net Benefit: The positive impacts to the community outweigh the negative impacts.

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

CITY OF DARIEN

ZONING VARIATIONS

JUSTIFICATION NARRATIVE

Purpose

To be consistent and fair, the City is obligated to make decisions on zoning variation requests based on findings-of-fact. The Applicant should write a justification narrative that contains evidence (facts) that support a conclusion (finding) that the variation is necessary and would not cause problems. It should include: a) explanation of why the variation is being requested, b) describe the 'hardship condition' of the property that makes it difficult to conform, c) estimate the impact on neighbors, and d) respond to each of the decision criteria below.

Decision Criteria (See City Code Section 5A-2-2-3)

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

The property is currently zoned B-3. B-3 zoning restrictions limit the property's use for retail or office space only. The demand for the type of use permitted by the zoning regulation is low, which impacts full use of the property. Also, current zoning prevents other uses that help revitalize the local economy, affecting the property's value and potential return.

Mixed use zoning will provide flexible zoning regulations, which allows redevelopment to yield higher returns.

2b. The plight of the owner is due to unique circumstances.

The local market conditions have shifted significantly since the zoning regulations were established.

There is a high demand for [alternative use, e.g., mixed-use development, commercial space, residential units] in the area, which is not currently permitted under the existing zoning. Allowing the property to be used for these purposes would meet market demand, enhance the neighborhood's vibrancy, and contribute to the local economy.

2c. The variation if granted will not alter the essential character of the locality.

The proposed use of the property is consistent with the existing character of the locality. The proposed variation will blend seamlessly with these existing uses, maintaining the overall aesthetic and functional character of the neighborhood. The design and architecture of the proposed development will be in harmony with the existing structures in the locality. The property will adhere to the same architectural styles, materials, and landscaping standards that are prevalent in the area. This ensures that the visual appeal and historical context of the locality are preserved. The locality's infrastructure is well-equipped to handle the proposed use without any adverse effects. In fact, this redevelopment is in the very spirit of the City's Comprehensive Plan and Key Development Areas.

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

The inability to use the property effectively under the current zoning regulations not only affects the owner but also has broader implications for the community. The property remains underutilized, contributing less to the local economy and community development. Granting the variation would enable the property to be used in a manner that benefits the community, creating jobs, enhancing local services, and contributing to the area's economic vitality. The owner's hardship, therefore, has a ripple effect on the community, making the variation essential for broader economic and social reasons.

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

The unique features of the property, such as its layout and outdated elevation changes, make it

unreasonable for the owner to comply with the Zoning Code for the proposed improvement. This feature was not created by the current owner. Granting the variation is essential to provide equitable relief and allow the owner to make the proposed improvement without facing undue hardship.

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

The current design of the proposed improvements has been optimized for operational efficiency. Reducing the amount of variation or attempting to redesign the improvements would likely result in decreased performance and increased operational costs, ultimately affecting the overall success of the project. The proposed improvements represent the most viable solution given the existing constraints and requirements. Any attempt to redesign or reduce the variation would incur substantial difficulty and hardship, making it impractical and counterproductive to pursue such changes. Additionally, the applicant would not need to change any existing improvements to the right-of-way with this proposal, as adequate ingress and egress already exists.

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

The variation has been designed to integrate seamlessly with the existing environment. It maintains the aesthetic and functional harmony of the neighborhood, ensuring that the visual and structural integrity of the surrounding properties remains unaffected. The proposed variation adheres to all relevant zoning regulations and guidelines. This compliance ensures that the variation is in line with the community's planning and development standards, thereby preventing any adverse effects on neighboring properties. A thorough market analysis indicates that the variation will not diminish the value of neighboring properties. In fact, the enhancement may contribute positively to the overall appeal and desirability of the area, potentially benefiting property values. The variation will not place additional strain on local infrastructure or accessibility. Traffic flow, parking availability, and public services have been considered to ensure that the variation does not create any undue burden on the neighborhood.

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

The variation is expected to bring positive benefits to the community, such as improved property values and enhanced neighborhood appeal. These benefits can serve as a model for future variations, encouraging property owners to invest in improvements that contribute to the overall well-being of the community. The proposed variations may lead to similar requests from other property owners, it has been designed to ensure that it will not cause an unreasonable burden or undesirable result within the community. The variation is intended to enhance the community while maintaining a balance between individual property improvements and the collective well-being of the neighborhood.

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

A feasibility study indicates that if the property were rezoned to Mixed-Use, it could support multifamily with retail, which aligns with market demand and would significantly enhance its economic performance. Rezoning the property would not only benefit the property owner but also contribute positively to the community by creating jobs, providing needed services, and increasing tax revenues. The positive impacts, such as economic growth, job creation, enhanced services, and increased tax revenue, far outweigh any potential negative impacts, making this a beneficial change for all stakeholders involved.

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

This proposal aims to seamlessly integrate the redevelopment with the existing character of the property. To achieve this, we request certain concessions to avoid disrupting the current use and value

of the property. Our goal is to transform an unsightly and underutilized area into a positive, useful, and beneficial space for the property owner, the City of Darien, its residents, and visitors.

Important points to consider:

Lessen Congestion: The development plan includes adequate parking and traffic management strategies to reduce congestion in the area.

Avoid Overcrowding: The proposed use will adhere to density regulations, ensuring that the development does not lead to overcrowding.

Prevent Blight: By redeveloping the property, the project will prevent blight and contribute to the revitalization of the area.

Facilitate Public Services: The development will be designed to facilitate access to public services, including transportation, utilities, and emergency services.

Conserve Land Values: The proposed use will enhance the value of the property and surrounding areas, contributing to the conservation of land values.

Protect from Incompatible Uses: The development will be compatible with surrounding land uses, preventing conflicts and nuisances.

Avoid Nuisances: The project will incorporate measures to minimize noise, pollution, and other potential nuisances.

Enhance Aesthetic Values: The design of the development will enhance the aesthetic values of the area, incorporating landscaping and architectural features that align with community standards.

Ensure Adequate Supply of Light and Air: The development will be designed to ensure an adequate supply of light and air to all buildings and open spaces.

Protect Public Health, Safety, and Welfare: The project will comply with all health and safety regulations, ensuring the well-being of residents and the community.



Memorandum

TO: Mr. Kumar Bhavanasi
Chestnut Court Darien IL, LLC

FROM: Stephen B. Corcoran, P.E., PTOE
Director of Traffic Engineering

DATE: May 12, 2025

RE: DuDOT Permitting
Chestnut Court Shopping Center Redevelopment
Darien, Illinois

As a follow up to the May 7th Planning, Zoning and Economic Development Commission meeting on the Chestnut Court redevelopment plan, EEA reviewed the need for DuPage County Division of Transportation (DuDOT) permits for the project. Lemont Road and 75th Street are under DuDOT's jurisdiction, and they would require permits for any change in access or construction within their right-of-way. EEA reviewed the proposed plan to identify if there is a need for a permit.

Chestnut Court has three driveways on 75th Street and three on Lemont Road. The two full access drives, one each on 75th Street and Lemont Road, is on their neighbor's property and they have shared access. Both drives will not be modified and would not require a permit.

Three of the four on-site drives are right-in and -out only drives with the fourth allowing left-turns in and right-in and -out only. No modification or changes are proposed that need to be permitted.

A permit would also be required for any stormwater or utility connections if they are in the DuDOT's right-of-way. The current plan uses the existing utility connections and will not require any work in either road.

It is EEA's opinion that DUDOT will not need to review the proposed plans and issue any permits with no work proposed in their roads.

An Analysis of the Market Potential
For Rental Apartment Development
--- Chestnut Court Apartments ---
Darien, Illinois

Prepared on behalf of:

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February 20, 2024



TRACY CROSS & ASSOCIATES, INC.
REAL ESTATE MARKET ANALYSIS

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TRACY CROSS & ASSOCIATES, INC.
REAL ESTATE MARKET ANALYSIS

INTRODUCTION

At the request of Chestnut Court Darien IL LLC., Tracy Cross & Associates, Inc. evaluated the market potential for mixed-use rental apartment development in Darien, DuPage County, Illinois addressing an approximate 3.0-acre component of the Chestnut Court retail center located at 7511 Lemont Road at 75th Street. The objective of this analysis is to provide the Client with a thorough understanding of relevant economic and residential construction trends as they may impact upon future rental apartment development initiatives within the site.

GEOGRAPHIC DELINEATION: 7511 LEMONT ROAD PROPERTY
-- DARIEN, ILLINOIS --



Source: Chestnut Court Darien IL LLC and Google Maps

In summary, this analysis establishes the following:

- ☐ An understanding of the strengths and weaknesses of the Darien area's rental apartment marketplace over the 2024-2029 forecast period based upon pertinent economic, demographic, and residential construction trends which define the marketplace.
- ☐ Conclusions regarding the marketability of up to 212 apartments to be developed within an amenity-enhanced mixed-use environment hereinafter referred to as *Chestnut Court Apartments*. These conclusions are based upon factors associated with location, the performance of proximate newer apartment projects, and the near term outlook for rental construction development in the host west suburban region.

- ☐ Detailed development guidelines for those moderate-density apartment forms viewed to hold measurable market support over the near term. These guidelines address development size, building configuration, plan styles, unit size and mix requirements, interior appointments/finishes, as well as community-based amenities necessary to enhance consumer appeal and maximize overall profitability.
- ☐ Alternative benchmark rent strategies to competitively position the proposed development in concert with regional multifamily construction requirements.

THE SUBJECT PROPERTY AND ITS ENVIRONS

The Chestnut Court retail center is situated at the southeast intersection of 75th Street and Lemont Road in the western reaches of the city of Darien, Illinois. This retail center is host to a variety of consumer service providers and national and regional retailers such as JoAnn Fabrics, Ross Dress For Less, ATI Physical Therapy, and Edible Arrangements, along with a number of casual and fast food eateries and a Chase Bank office building which is *not a part of the redevelopment area*. The subject site, in turn, consists of an approximate 3.0-acre redevelopment parcel situated in the southeastern quadrant of the master development and currently supports a number of single story commercial buildings along with under-utilized surface parking. The immediate area supports a concentration of retail centers offering a wide range of national big box retailers, grocery, pharmacy, and daily consumer necessities, along with a variety of dining options.



Chestnut Court – Darien, IL

Overall, the property occupies a strong location relative to employment, shopping, services, and recreation, while its alignment with 75th Street and Lemont Road will provide an ideal marketing window for Chestnut Court Darien IL LLC.

THE PROPOSED DEVELOPMENT

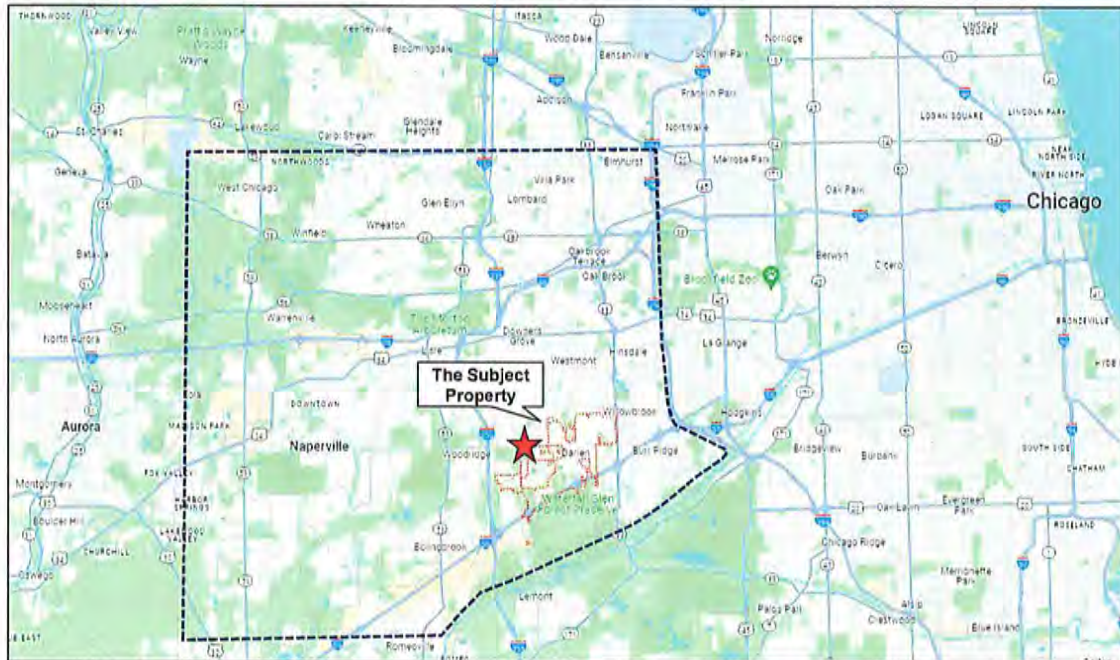
Development of the subject site property envisions moderate-density apartments within a private, amenity-enhanced mixed-use living environment. The purpose of this analysis is to forward recommendations for those apartment housing forms which have measurable market support, blend harmoniously with adjoining residential and commercial areas, and can maximize land values and profitability. For purposes of this analysis, it is assumed that infrastructure development will commence in 2025 in anticipation of phased deliveries beginning in 2027.

THE MARKET AREA

For purposes of this analysis, the *Darien Market Area* is defined as the townships of Downers Grove, DuPage, Lisle, Milton, Naperville, Wheatland, Winfield, and York in west suburban DuPage and northwest Will counties, Illinois. *Generally* extending south from IL-64/North Avenue to 135th Street and east from Interstate 294 to the Kane County line, this market area forms a homogeneous component of the west suburban region defined by its dependence upon like sources of employment, commuting patterns established along the I-88/355/294, US-34/Ogden Avenue, and IL-59, 56, 53 and 83 highway systems;

socio-economic similarities in demographic and household composition; as well as the alignment of newer apartment developments which will serve as sources of competitive influence.

GEOGRAPHIC DELINEATION: THE DARIEN MARKET AREA



CONCLUSION

Planned mixed-use apartment development within the Lemont property is viewed as a viable development opportunity based upon the overall strength of the suburban region's apartment sector and the property's strong location proximate to significant concentrations of employment, healthcare, and in-place ancillary shopping and services, along with convenient access to regional transportation systems. Today, there is more than adequate support for quality apartment development which expands housing options to appeal across a broad range of multi-generational consumer segments and enhances the lifestyle orientation of the general area where civic/cultural amenities, shopping, recreation, and (importantly) concentrations of employment are all within a reasonable distance of one's home. This conclusion also considers the expectation of measured regional economic growth during the 2024-2029 forecast period together with sustaining levels of demand for apartment construction in the marketplace through 2029 and beyond, summarized as follows:

- ☐ Lifestyle residential development within the subject property is consistent with its environs. As noted, the property is proximate to a wide variety of shopping, dining, and entertainment venues aligning the many retail centers along 75th Street, Lemont Road, Plainfield Road, and Fairview and Cass avenues, along with regional and municipal parks, and other civic gathering spots.
- ☐ The property is also within a 30-minute commuting distance of some 1.25 million private sector jobs in west suburban Cook, DuPage, and northern Will counties, accounting for some 36.0 percent of all suburban private sector jobs in the six-county metro region. These include, among others the I-88 Corridor from Aurora east to Oak Brook, which incorporates the Cantera master-planned development in Warrenville as well as the Illinois Technology and Research Corridor; the I-355/IL-

53 Corridor extending from the Woodfield area of Schaumburg through Itasca; and aligning I-294 Corridor in suburban Cook County and surrounding O'Hare International Airport. Major regional employers in these areas include Navistar, Nokia, BP Petroleum, The U.S. Department of Energy's Fermilab National Accelerator Laboratory, Exelon, RR Donnelley, EN Engineering, United Laboratories, Riverbank Acoustical Laboratories, and ALDI Corporate Headquarters (among many others). In addition, area residents may utilize METRA BNSF commuter rail service from its Downers Grove, Westmont or Clarendon Hills stations (respectively) with trains from these locations reaching Chicago's Loop in approximately 45 minutes.

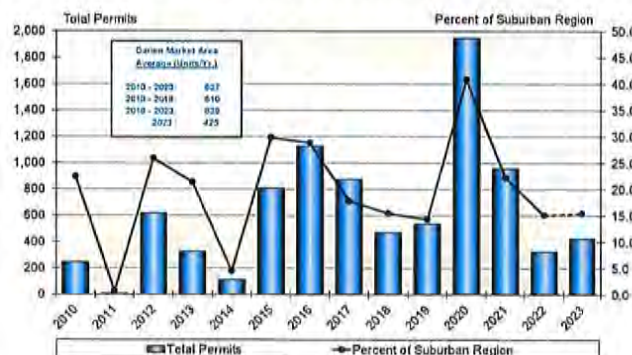
- The property is also within a 15.0-minute drive of several major regional medical campuses including but not limited to Advocate Good Samaritan Hospital in Downers Grove, Adventist Health Hinsdale, Edward-Elmhurst Hospital in Naperville, and Northwestern Medicine Central DuPage Hospital in Winfield, along with private liberal arts colleges including Benedictine University in Lisle, North Central College in Naperville, and Wheaton College in Wheaton. These medical campuses and colleges, together with school districts and public administrations, also represent significant sources of local employment. Hence, our favorable conclusion considers the expectation of tangible yet reserved regional recovery through 2029 in concert with anticipated introduction of the Chestnut Court Apartments in 2027 or later.



Advocate Good Samaritan Hospital
Downers Grove, IL

- Lending support to apartment development within the Darien property, the eight-township Darien Market Area has consistently represented one of the strongest suburban areas of the region for new apartment development, *alone* accounting for roughly 22.0 percent of total suburban multifamily authorizations in the six-county region during the 2010-2023 timeframe (refer to Appendix A1). For example, between 2010 and 2018 an average of 510 units were authorized annually, with multifamily authorizations accelerating to an annual average of 839 units during the more recent 2018-2023 period. This recent development activity largely reflects transit-oriented mixed-use apartment development in the downtown districts of Downers Grove, Elmhurst, Lisle, Lombard, and Naperville, in lifestyle areas east of I-355 such as Oak Brook and aligning the I-88 corridor in Warrenville. In fact, the 1,948 units authorized in 2020 represented the highest volume of authorizations in the market area in more than two decades. Until very recently, however, no multifamily units had been authorized in the city of Darien since 2010. In 2022 and 2023, the city authorized a collective 114 multifamily units, primarily representing the *Jade Residences at Waterfall Glen*, a 70-unit multistory garden apartment community now under construction. Nonetheless, the definitive lack of (particularly) multifamily construction in the localized area is indicative of significant measures of pent-up demand for quality rental alternatives which can appeal across

MULTIFAMILY PERMIT TRENDS: DARIEN MARKET AREA



Source: U.S. Bureau of the Census; C-90 Construction Reports; and Tracy Cross & Associates, Inc.

multiple consumer segments, lending support to development of the proposed Chestnut Court Apartments.

- Our conclusion also reflects the fact that Chicago's suburban apartment sector (in particular) continues to support strong levels of net absorption. For example, during the 2010-2022 timeframe, suburban net absorption among Class A/B+ developments (i.e., market rate developments built in 2000 or later) averaged 2,019 units annually, with absorption over the last two years accelerating to an annual pace of 3,700. Notably, the 4,401 Class A/B+ units absorbed in 2021 *represented the highest annual net level recorded in the suburban region* since our firm began trending in 1995. Net absorption in the greater west suburban region (which includes the Darien Market Area) averaged 798 units yearly during the 2010-2022 timeframe, accounting for 39.5 percent of annual suburban absorption. Notably, since 2020 absorption levels in this sub-area have accelerated to an annual pace of 1,620 units, establishing a peak volume of 2,196 units in 2021. Absorption levels are largely attributed to increased occupancies among established developments, coupled with accelerated construction of late. While absorption levels moderated during the 3rd Quarter 2023, reflecting a year-over-year net absorption of 987 units, they remain substantially stronger than long term trend, also suggesting continued measures of pent-up demand.

ABSORPTION TRENDS: UNITS BUILT IN 2000 OR LATER -- WEST SUBURBAN REGION --	
Time Period	Annual Average (In Units)
2010 - 2022:	798
2010 - 2020:	634
2020 - 2022:	1,620
Y-O-Y 3Q2023:	987

Source: Tracy Cross & Associates, Inc.

- Our conclusion assumes market introduction beginning in 2027 or later, balancing a well-conceived apartment development with strong renter construction requirements during the 2024-2029 forecast period. Specifically, the defined Darien Market area could support construction of 366 market rate rental units *annually* (or 1,830 units through 2029) without creating market weakness.

This new construction requirement balances Census estimates of household growth over the five-year forecast period with anticipated phased implementation of mixed-use and/or infill redevelopment initiatives, construction trends over the past two decades, along with a measure of replacement demand. Moreover, new market rate construction requirements *could potentially double* during any given year if supply were made available and competitive rents are maintained (again)

ANNUAL MARKET RATE RENTAL CONSTRUCTION REQUIREMENTS: 2024 - 2029
-- DARIEN MARKET AREA --

Attribute	Number
Expected Annual Household Growth	715
Expected Annual Conventional (Non-Age Restricted) Renter Household Growth @ 40.0 Percent of Total ⁽¹⁾	286
Annual Vacancy Requirement to Maintain Balance in the Market ⁽²⁾	20
Annual Replacement Demand @ 0.15 Percent of 2024 Estimated Market Rate Rental Inventory	60
Derived Annual Market Rate Construction Requirement	366
⁽¹⁾ Determined by applying the expected percentage of new renter households to the expected number of new household additions from 2024 through 2029.	
⁽²⁾ A balanced marketplace generally requires vacancies in the range of 5.0 to 6.0 percent; represents annualized estimate applied to total market area renter households over the five-year forecast period.	

Source: Tracy Cross & Associates, Inc.

on the basis of supply constraints and levels of pent-up demand. This overall derived annual new construction requirement is sufficient to support development of the proposed Chestnut Court Apartments over the five-year forecast period.

A BENCHMARK DEVELOPMENT STRATEGY

In determining the strongest market-driven rental housing alternatives for introduction with the Darien property, our firm considered not only location attributes of the site, but also the sustaining depth of various profile consumer segments which could be attracted to the proposed development. Balancing underlying market strengths and anticipated continued economic recovery with competition from existing as well as proposed larger-scale rental developments in the Darien Market Area's planning pipeline, **Exhibit 1** forwards a suggested product matrix and benchmark rent strategy to competitively position a *prototype* 212-unit midrise apartment development in context with newer construction alternatives throughout the market area. This prototype matrix generally adheres to preliminary gross square footage allocations outlined in Concept Schematics dated December 2023, and envisions a five-story residential building to include one (1) level of private structured parking with four (4) frame construction residential floors above. Structured parking is expected to accommodate approximately 137 single parking stalls, with another +/-150 surface parking spaces provided for additional resident and guest parking. Overall, the proposed 287 total private parking spaces facilitate a parking ratio of 1.35 stalls per residential unit, consistent with newer urban-oriented multifamily development throughout the suburban region and is viewed as sufficient. It is noted that this benchmark strategy is forwarded for purposes of financial planning only and assumes the conceptualized multi-story residential building as defined. Based upon land planning and approvals, unit count could vary by +/-10.0 percent without material impact upon absorption potentials.



Preliminary Concept Schematic

Utilizing energy-efficient construction technologies, it is expected that the prototype development will provide quality apartments which meet the needs of today's – and tomorrow's – lifestyle-oriented renters, including architectural design aesthetics complimentary to its environs. Community-based amenities should include a secured reception lobby, separate leasing and management offices, a secured mail/package room with technology concierge, a Resident Club with e-lounge/library nooks, "Zoom Room"/private multi-media meeting room, social and game areas, a service kitchen, and a state-of-the-art fitness center with separate spin and yoga areas. Outdoor socializing areas should include a landscaped and furnished terrace with outdoor kitchen/grill stations and an outdoor pool with sundeck and cabanas. In addition, a dedicated pet area should be allocated, together with a pet grooming area (ideally in the garage), along with a secured bicycle storage/repair shop and a car wash station. EV charging stations should also be considered.



Illustrative Image

As detailed in Exhibit 1, the recommended unit types include a variety of studio, JR-1/convertible, one bedroom, one bedroom & office/flex, and two bedroom plan styles ranging in unit size from 500 to 1,250 square feet. Overall, the suggested development matrix provides 179,700 net leasable square feet with the average apartment containing 848 square feet of living area, exclusive of balcony. As also outlined, benchmark posted base rents extend from \$1,550 to \$2,975 and average \$2,167, yielding a value ratio of \$2.56 per square foot. For clarity, *base* rents represent the lowest rent available for a particular plan type and are established on *Floor 2* (i.e., first residential floor) of the suggested midrise building(s). Benchmark base rents **do not include** premiums for floor, corner-unit orientation, enhanced views, or other incremental revenues. It is assumed that the resident will be billed directly for all utilities.

A BENCHMARK RENTAL STRATEGY^(1,4): A 212-UNIT MIDRISE PROTOTYPE
-- CHESTNUT COURT APARTMENTS - DARIEN, ILLINOIS --



MULTI-STORY RESIDENTIAL w/STRUCTURED PARKING AT GRADE: 212 UNITS / 287 TOTAL STRUCTURED AND SURFACE STALLS

Plan Designation	A	B	C1	C2	C3	D	E1	E2	F
Number of Units:	4	24	24	32	28	20	36	36	8
Percent Distribution:	1.9	11.3	11.3	15.1	13.2	9.4	17.0	17.0	3.8
Bedrooms:	0	JR-1	1	1	1	1+Ofc	2	2	2+Den (3)
Baths:	1.0	1	1.0	1.0	1.0	1.0	2.0	2.0	2.0
Plan Size (Sq. Ft.):	500	575	625	700	800	925	1,000	1,100	1,250
Benchmark Posted Base Rent ⁽¹⁾ :	\$1,550	\$1,685	\$1,775	\$1,910	\$2,090	\$2,335	\$2,495	\$2,675	\$2,975
Per Sq. Ft.:	\$3.10	\$2.93	\$2.84	\$2.73	\$2.61	\$2.52	\$2.50	\$2.43	\$2.38

Community Summary ^(1,4)		Absorption at Benchmark	
Total Number of Units (Per Phase):	212	Average Absorption to Stabilization: (In Units)	12.3
Total Net Leasable Square Feet (Per Phase):	179,700		
Weighted Average Unit Size (Sq. Ft.):	848		
Average Posted Base Rent/Sq. Ft. ⁽²⁾ :	\$2,167		
Rent/Sq. Ft. ⁽²⁾ :	\$2.56		
Estimated Overall Average Rent ⁽³⁾ :	\$2,364	Months to Stabilization: (201 @ 95% Occupancy)	16.4
Rent/Sq. Ft. ⁽³⁾ :	\$2.79		

Benchmark Standard Features / Community Amenities / Suggested Premiums

<ul style="list-style-type: none"> ■ Programmable Thermostat ■ Internet/Cable/Smart Technology Connectivity ■ Nine-Foot Ceiling Height ■ Luxury Finishes Throughout ■ Plank-Style Laminate Flooring in Kitchen/Living Areas ■ Carpeted Bedrooms and Bedroom-wing Hallways ■ Walk-In Master Bedroom Closet; Adequate Secondary/Linen Closets ■ Luxury Baths with Laminate or Ceramic Flooring, Quartz/Granite Vanity Top, Frmls Shower Doors (per plan), Solid-Surface Surround with Accessory Niche ■ Contemporary Kitchen Cabinetry and Lighting ■ Quartz/Granite Kitchen Countertop/Island ■ Energy-Efficient Stainless Steel Appliances <ul style="list-style-type: none"> - Range - Dishwasher - Refrigerator - Microwave/Hood Vent - Full-Size Washer and Dryer ■ Undermount Stainless Steel Sink ■ Balcony 	<ul style="list-style-type: none"> ■ Non-Smoking Environment ■ Secured Reception Lobby and Mail/Package Room with Technology Concierge ■ Resident Club with e-Lounge/Library Nooks, Social Areas, Golf Simulator, Service Kitchen, Private Meeting/Dining Room; State-of-the-Art Fitness Center w/Separate Spin/Yoga Areas; Terrace w/Fireside Lounge, Outdoor Kitchen/Grill Stations, Pool w/Sundeck and Cabanas ■ Pet Spa and Dedicated Pet Park ■ Secured Bicycle Storage and Repair Shop ■ Tenant Paid Water/Refuse Collection or Resident Billing System; Individually Metered Utilities ■ Car Wash Station ■ EV Charging Stations ■ On-Site Leasing/Management Office <p align="center"><u>Suggested Premiums/Incremental Fees</u></p> <ul style="list-style-type: none"> ■ Floor Premium: FL 3 @ \$10; FL 4 @ \$10; FL 5 @ \$20 ■ Corner-Unit Premium: \$75 ■ View Premium: \$25 (Assumes maximum of 15% or +/-32 Units) ■ Pet Fees (Deposit/Mo. Rent): \$350 / \$30 ■ Enclosed Single Parking Space: \$150; Tandem (if available): \$175
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⁽¹⁾ To be used for financial modeling; all images intended for illustrative purposes only. Assumes 210,756 gross square feet for residential redevelopment. Based upon land planning and approvals, total unit count could vary by +/-10.0 percent without material impact upon absorption potentials.

⁽²⁾ Benchmark rents are presented in February 2024 dollars and established on Floor 2 (first residential floor). They **do not include** premiums for floor, corner-unit orientation, enhanced views, or incremental revenues derived from enclosed parking, pet fees, administrative fees or other landlord-provided services.

⁽³⁾ Overall posted rents are presented in February 2024 dollars and include **estimates** of standard premiums and incremental revenues (i.e., **excluding** EV charging fees or tandem garage space). Estimated overall rents based upon stabilization at 95.0 percent (201 units occupied); utilized for analytical purposes only.

⁽⁴⁾ Benchmark rents and absorption forecast **assume a minimum** of 287 private parking spaces will be provided, distributed between 137 structured stalls and 150 private surface parking spaces. Parking allocations yield a market-consistent parking ratio of 1.35 parking stalls per unit.

Source: Chestnut Court Darien IL LLC's Concept Schematics dated December 20, 2023 and Tracy Cross & Associates, Inc.

Benchmark rents are presented in January 2024 dollars and assume quality interior appointments/finishes commensurate with new construction apartment development throughout the region and community-based amenities as outlined. Exhibit 1 also forwards a range of market-consistent premiums and other fees for consideration. For proforma analysis, inclusive of most incremental revenue sources (i.e., *excluding* EV charging fees), *overall rents* for the prototype development are expected to hover at the \$2.79 per square foot mark (again) in current 2024 dollars. **Please carefully review all Exhibit 1 footnotes.**

A FORECAST OF ABSORPTION

Assuming market introduction in 2027 and a continuous construction and delivery schedule, at February 2024 benchmark rents the prototype apartment development will achieve an overall absorption rate of 12.3 units per month. This projected absorption rate will enable the 212-unit prototype Chestnut Court Apartments to generate stabilization at 95.0 percent or 201 units occupied within an approximate 17.0-month timeframe *from first occupancy*. This leasing period assumes extensive marketing commence with site improvements and three- to six months of lease reservations prior to initial deliveries. While the marketplace is expected to maintain relatively tight to balanced conditions during the 2024-2029 forecast period, over the course of lease-up, it *may* be necessary to offer a discount or lease incentive on *select units* as market conditions dictate. Also, while it is understood that unit counts may vary with final design and approvals, it is strongly suggested that a *proportionate ratio of unit types and plan sizes be maintained* in order to achieve the forecasted rate of absorption.

A FORECAST OF ABSORPTION BY TIME PERIOD
 -- CHESTNUT COURT APARTMENTS --

Monthly Absorption in Units -- A 212-Unit Prototype Development --	
First 12 Months	13.5
Thereafter	8.8
Average for Community	12.3

Months to Stabilization (201 units @ 95% Occupancy)	16.4

Source: Tracy Cross & Associates, Inc.

COMPETITIVE POSITIONING

In establishing the benchmark development strategy, our firm focused primarily upon competitive plan offerings among 18 newer, generally larger-scale projects marketing throughout the more localized Darien area while giving due consideration to variances in location, project scale, plan offerings, and lifestyle orientation. Appendix A2 provides a geographic orientation of the selected newer developments along with projects now under construction and/or in the area's planning pipeline. The following paragraphs summarize pertinent market conditions which inform our benchmark product recommendations:

- The suggested apartment matrix addresses current and expected trends in the residential marketplace and is representative of the newest urban-oriented apartment offerings in the region, while the benchmark rent strategy has been established to enable the prototype development to appropriately align with *the gradual upward movement of incomes in the marketplace*. Moreover, the suggested plan types and unit sizes will (again) expand appeal across a broad spectrum of multi-generational consumer segments. For example, the suggested unit mix represents a continuum of plan types that include studio, JR-1/convertible and one bedroom designs which provide fully functional living areas consistent with today's lifestyle trends, while the one bedroom & office/flex and two bedroom and two bedroom & den (or three bedroom) plan styles will accommodate remote work conditions, two-person living arrangements, as well as more mature consumer profiles desirous of a true maintenance-free lifestyle alternative.

UNIT MIX ANALYSIS: SELECTED NEWER MIDRISE APARTMENTS
-- DARIEN MARKET AREA - 4TH QUARTER 2024 --

Unit Type	Chestnut Court Apartments Prototype				Selected Newer Apartments ⁽¹⁾			
	Total Units		Plan Size (Sq. Ft.)		Total Units		Plan Size (Sq. Ft.)	
	Number	Percent	Range	Average	Number	Percent	Range	Average
Studio	4	1.9	500	500	21	0.8	515 - 571	546
Convertible/JR-1	24	11.3	575	575	65	2.6	540 - 7670	604
One Bedroom	84	39.8	625 - 800	712	1,241	50.0	592 - 1,245	763
One Bedroom & Ofc/Flex	20	9.4	925	925	279	11.2	739 - 1,242	866
Two Bedroom	72	34.0	1,000 - 1,100	1,050	799	32.2	899 - 1,523	1,135
Two Bedroom+Den	8	3.8	1,250	1,250	28	—	1,343 - 1,484	1,420
Three Bedroom	—	—	—	—	49	2.0	1,350 - 1,371	1,361
Total/Averages:	212	100.0	500 - 1,250	848	2,482	98.9	515 - 1,523	905

⁽¹⁾ Includes developments identified in Exhibits 2, 3, 4 and Appendices A2 and A3.

Source: Tracy Cross & Associates, Inc.

- As summarized in **Exhibit 2**, the selected developments offer a collective 4,343 market rate units built, for the most part, in 2016 or later. Most also represent midrise product forms which provide private structured parking. Most also offer an expansive range of community-based amenities. For perspective, Appendix A3 delineates pertinent feature and amenity characteristics and summarizes the range of leasing requirements and other incremental fees currently in effect among five of the newest construction projects in the Darien Market Area. The suggested market-consistent level of interior appointments and community-based amenities have been factored in the benchmark rents and absorption forecasts.
- As shown, at the close of 2023, posted rents among the selected competitors averaged \$2,248 monthly for a typical 923 square foot apartment home, yielding a current dollar value ratio of \$2.44 per square foot. Posted December 2023 rents reflect a sharp 6.6 percent advance over the \$2.29 per square foot average noted one year ago, and *annual* rent growth rate of 7.3 percent compared to the \$1.96 per square foot average noted at the close of the 2020. While recent rent growth is attributed at least in part to the residual effects of the pandemic, the impact of increasing rental rates, coupled with the introduction of several larger scale developments over the last few years is now beginning to impact vacancies among stabilized developments. For example, vacancies among the selected *stabilized* developments stood at 6.2 percent at the close of 2023, modestly higher than 5.8 percent factor noted one year ago and are also higher than the 5.3 percent vacancy rate noted at the close of 2020. For perspective, market balance generally requires vacancies in the range of 5.0 to 6.0 percent range. Based upon projected rental construction requirements over the forecast period, market conditions lend support to introduction of the proposed Chestnut Court Apartments over the 2025-2028 timeframe.
- **Exhibits 3 and 4** illustrate the competitive benchmark positioning of the prototype development in both whole dollars and for comparable footage relative to the newest projects in the local marketplace. On a comparable footage basis, for example, benchmark rents position the 212-unit prototype appropriately between transit-oriented Downtown District developments and those within mixed-use environments such as the Yorktown area of Lombard, and those within similar more suburban locales of the market area, reflecting variances in location, project scale and lifestyle orientation. The benchmark value positioning lends support to the projected stabilization period,

**COMPOSITE SUMMARY: SELECTED NEWER APARTMENT DEVELOPMENTS
– THE DARIEN MARKET AREA –**

Municipality/ Development	Year Built	Number of Units	Number Vacant	Percent Vacant	Average Unit Size (Sq. Ft.)	Rent Characteristics				Stabilized Developments ⁽¹⁾			
						Average Posted December 2022	December 2023		Number of Units	Number Vacant	Percent Vacant		
							Average Posted					Average Effective	
							\$	\$/Sq.				\$	\$/Sq. Ft.
Total/Average	—	4,343	377	8.7	923	\$2,122	\$2,248	\$2.44	\$2,181	\$2.36	3,684	229	6.2
Aurora	—	304	79	27.4	939	\$2,016	\$2,130	\$2.27	\$1,953	\$2.08	—	—	—
Lumen Fox Valley ⁽²⁾	2022	304	79	26.0	939	2,016	2,130	2.27	1,953	2.08	—	—	—
Downers Grove	—	371	54	14.6	906	\$2,901	\$2,767	\$3.05	\$2,661	\$2.94	204	12	5.9
Burlington Station	2018	89	5	5.6	1,029	2,868	2,876	2.79	2,851	2.77	89	5	5.6
Dash Downers Grove ⁽³⁾	2022	167	42	25.1	865	—	2,692	3.11	2,468	2.85	—	—	—
Maple & Main	2018	115	7	6.1	871	2,926	2,793	3.21	2,793	3.21	115	7	6.1
Lisle	—	512	26	5.1	887	\$2,090	\$2,277	\$2.57	\$2,244	\$2.53	512	26	5.1
Avant at the Arboretum	2013	310	14	4.5	936	1,995	2,362	2.52	2,362	2.52	310	14	4.5
Marq on Main	2018	202	12	5.9	812	2,237	2,146	2.64	2,063	2.54	202	12	5.9
Lombard	—	1,130	66	5.8	941	\$2,195	\$2,324	\$2.47	\$2,321	\$2.47	1,130	66	5.8
The 450 ⁽⁴⁾	2021	256	9	3.5	920	2,041	2,319	2.52	2,319	2.52	256	9	3.5
Apex 41	2016	181	15	8.3	951	2,230	2,342	2.46	2,342	2.46	181	15	8.3
City View at the Highlands	2003	403	24	6.0	916	2,120	2,110	2.30	2,100	2.29	403	24	6.0
Elan Yorktown-Midrise	2018	290	18	6.2	989	2,415	2,616	2.65	2,616	2.65	290	18	6.2
Naperville	—	583	41	7.0	897	\$1,916	\$1,995	\$2.22	\$1,822	\$2.03	583	41	7.0
Domain Citygate ⁽⁵⁾	2022	285	20	7.0	818	1,863	2,035	2.49	1,938	2.37	285	20	7.0
Tapestry	2014	298	21	7.0	972	1,966	1,956	2.01	1,712	1.76	298	21	7.0
Oakbrook Terrace	—	140	3	2.1	1,128	\$2,445	\$2,456	\$2.18	\$2,456	\$2.18	140	3	2.1
Arden Oakbrook ⁽⁶⁾	2018	140	3	2.1	1,128	2,445	2,456	2.18	2,456	2.18	140	3	2.1
Warrenville	—	501	45	9.0	886	\$1,978	\$2,085	\$2.35	\$2,007	\$2.27	501	45	9.0
Everton Flats ⁽⁷⁾	2020	259	16	6.2	916	2,045	2,235	2.44	2,235	2.44	259	16	6.2
The Westlyn ⁽⁸⁾	2022	242	29	12.0	854	1,907	1,924	2.25	1,764	2.07	242	29	12.0
Westmont	—	94	3	3.2	908	\$2,317	\$2,380	\$2.62	\$2,380	\$2.62	94	3	3.2
Quincy Station ⁽⁹⁾	2022	94	3	3.2	908	2,317	2,380	2.62	2,380	2.62	94	3	3.2
Willow Springs	—	188	27	14.4	964	\$2,178	\$2,381	\$2.47	\$2,183	\$2.26	—	—	—
Willow Glen-MR ⁽¹⁰⁾	2022	188	27	14.4	964	2,178	2,381	2.47	2,183	2.26	—	—	—
Woodridge	—	520	33	6.3	921	\$1,975	\$2,066	\$2.24	\$2,066	\$2.24	520	33	6.3
Amli at Seven Bridges	2002	520	33	6.3	921	1,975	2,066	2.24	2,066	2.24	520	33	6.3

⁽¹⁾ Excludes rental programs currently undergoing renovation and/or new programs undergoing initial absorption.

⁽²⁾ Occupancy November 2022. Absorption rate of 16.1 units per month reflects 225 units occupied as of December 2023.

⁽³⁾ Occupancy May 2023. Initial absorption rate of 15.6 units per month reflects 125 units leased at close of December 2023.

⁽⁴⁾ Occupancy March 2021. Stabilized January 2023 at an overall absorption rate of 10.7 units per month.

⁽⁵⁾ Occupancy October 2022. Stabilized August 2023 at an overall absorption rate of 27.1 units per month.

⁽⁶⁾ Occupancy December 2018. Stabilized December 2021 at an overall absorption rate of 8.0 units per month. Statistics reflect active portion of development only; 175 units damaged by fire in 2023 and not in service.

⁽⁷⁾ Occupancy November 2022. Stabilized October 2021 at an overall absorption rate of 22.4 units per month.

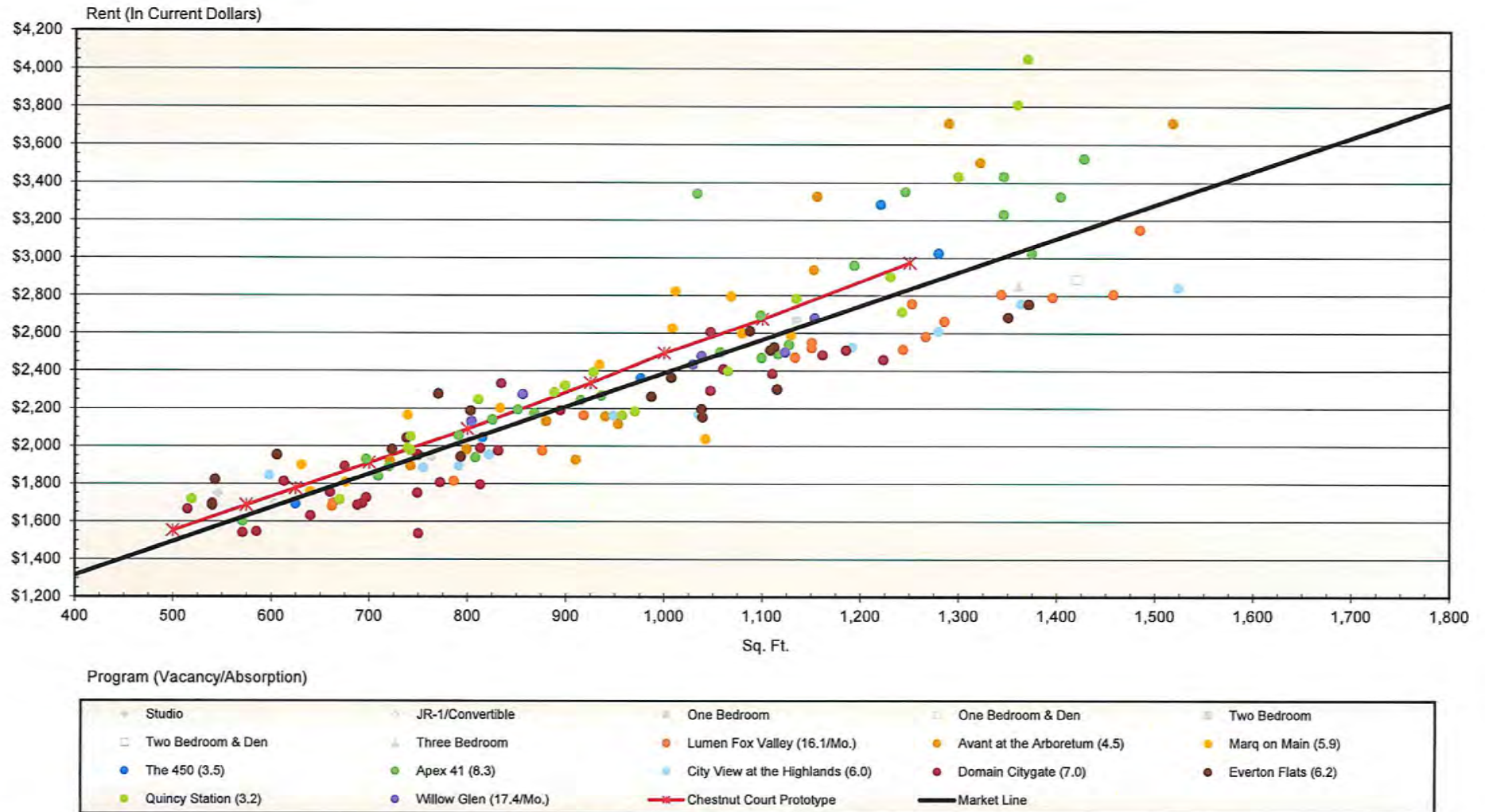
⁽⁸⁾ Occupancy January 2022. Stabilized March 2023 at an overall absorption rate of 15.9 units per month.

⁽⁹⁾ Occupancy July 2022. Stabilized December 2022 at an overall absorption rate of 16.4 units per month.

⁽¹⁰⁾ Occupancy February 2023. Absorption rate of 17.4 units per month reflects 156 midrise units occupied as of December 2023. Statistics exclude 36 townhome units.

Source: Tracy Cross & Associates, Inc.

Rent/Value Analysis
Selected Newer Apartment Developments
Darien Market Area
4th Quarter 2024



Rent/value analysis uses a scatter diagram to graphically represent a set of observations found in today's marketplace, specifically the square footage of units offered and their associated rent levels. Regression analysis is then used to fit a line through the set of market observations that represent the "best fit" or average market line. This market line can then be used to predict the performance of a new, untested product line or offer explanations regarding the occupancy/absorption rates of currently available product lines.

Rent/Value Analysis
Selected Newer Apartment Developments
Darien Market Area
4th Quarter 2024

Plan Size (Sq. Ft.)	Average Market Rent	Development/Location	Year Built	Total Units	Average Plan Size (Sq. Ft.)	Average Posted Rent Dollars	Average Rent per Sq. Ft.	Average Market Rent	Variance From Market	Vacancy Rate / Absorption (Units/Mo.)
400	\$1,313	Quincy Station / Westmont	2022	94	908	\$2,380	\$2.62	\$2,223	+\$157	3.2
500	1,492	Marq on Main / Lisle	2018	202	812	2,146	2.64	2,051	+95	5.9
600	1,671	Avant at the Arboretum / Lisle	2013	310	936	2,362	2.52	2,273	+89	4.5
700	1,850	The 450 / Lombard	2021	256	920	2,319	2.52	2,244	+75	3.5
800	2,029	Willow Glen Apartments / Willow Springs	2022	188	964	2,381	2.47	2,323	+58	(17.4/Mo.)
900	2,208	Chestnut Court Prototype @ 2024 Bnmk Base \$	2027	212	848	2,167	2.56	2,115	+52	12.3/Mo. Fcst
1,000	2,387	Apex 41 / Lombard	2016	181	951	2,342	2.46	2,300	+42	8.3
1,100	2,566	--- Market Average ---	2018	248	905	2,217	2.45	2,217	0	5.7 / (16.7/Mo.)
1,200	2,745	Everton Flats / Warrenville	2020	259	916	2,235	2.44	2,237	-2	6.2
1,300	2,924	Domain Citygate / Warrenville	2022	285	818	2,035	2.49	2,062	-27	7.0
1,400	3,103	City View at the Highlands / Lombard	2003	403	916	2,110	2.30	2,237	-127	6.0
1,500	3,282	Lumen Fox Valley / Aurora	2022	304	939	2,130	2.27	2,278	-148	(16.1/Mo.)
1,600	3,461	⁽¹⁻²⁾ Arden Oakbrook / Oakbrook Terrace	2018	140	1,128	2,456	2.18	2,616	-160	2.1
1,700	3,640	⁽¹⁾ Amli at Seven Bridges / Woodridge	2002	520	921	2,066	2.24	2,246	-180	6.3
1,800	3,819	⁽¹⁾ The Westlyn / Warrenville	2022	242	854	1,924	2.25	2,126	-202	12.0

⁽¹⁾ Development not included in derivation of market line.

⁽²⁾ Statistics reflect active portion of development only; 175 units damaged by fire in 2023 and not in service.

Slope: \$1.79 per sq. ft.

balancing the expected quality new construction alternative with the certainty of heightened competition through lease-up and beyond.

- The 12.3-unit monthly absorption projected for prototype development is consistent with the average 12.4 unit monthly pace generated by newer market area developments of similar scale (i.e., less than 250 units) during their respective stabilization periods. In addition, the forecasted rate of absorption can also be supported by turnover in the market area's existing rental stock. As noted in Appendix A4, Census estimates indicate some 81,572 market area households are identified as renters. Of these, an estimated 70.0 percent (or 57,100 households) represent market rate renters (i.e., non-age or income-restricted). Focusing upon this latter conventional renter base, approximately 17,000 will move annually with at least 50.0 percent of these mobile households remaining renters, staying in the local area, and thus representing part of the subject development's pool of prospective residents. Hence, the projected Chestnut Court Apartments' absorption rate represents less than 2.0 percent of aggregate Darien Market Area construction requirements and turnover potentials.

ABSORPTION TRENDS: SELECT APARTMENTS BUILT IN 2000 OR LATER
 -- DARIEN MARKET AREA - 4TH QUARTER 2023 --

Absorption Summary			
Attribute	Total	Developments of Less Than 250 Units	Developments of 250 Units or More
Number of Stabilized Developments	15	6	9
Total Units	3,864	923	2,941
Average Development Size	258	154	327
Average Occupancy Absorption to Stabilization ⁽¹⁾	13.7	12.4	14.5
As a Percent of Total Units	5.3	8.1	4.4

⁽¹⁾ Stabilization achieved at 94.0 to 96.0 percent occupancies.

Source: Tracy Cross & Associates, Inc.

- The suggested product line is also consistent with demographic profiles and socio-economic characteristics of market area residents (refer to Appendices A4 and A5). For example, 2020 Census estimates of household composition reveal that roughly 69.0 percent of Darien Market Area households, and more than three-quarters of those in the city of Darien, represent those without children under the age of 18, primarily consisting of persons living alone or in two-person arrangements, consistent with plan types suggested for the Chestnut Court Apartments. Moreover, not only is there a sizable base of existing households across all potential renter/lifestyle age categories, but these profile age cohorts are expected to continue to advance proportionately over the forecast period.

HOUSEHOLD GROWTH PROJECTIONS BY AGE GROUP
 -- DARIEN MARKET AREA --

Age Range	Darien Market Area		City of Darien	
	2024	2029	2024	2029
Under 25	5,852	5,743	100	103
25-34	37,867	38,538	761	746
35-44	55,106	50,307	1,216	1,171
45-54	60,726	59,722	1,318	1,352
55-64	63,224	59,785	1,809	1,583
65-74	52,061	57,619	2,011	2,154
75 and over	35,420	42,117	1,543	1,736
Total	310,256	313,831	8,758	8,845

Source: Environics Analytics and Tracy Cross & Associates, Inc.

- Further, it is estimated that resident Darien Market Area households earn a 2024 median income of \$113,351, with households in the city of Darien earning \$104,302 per annum. Based upon typical renter profiles and most germane to quality new construction development, the following text table also reveals that nearly 80.0 percent of market area households across all profile age cohorts earn at least \$60,000 per annum, incomes requisite to support the benchmark rent strategy.

HOUSEHOLD AGE AND INCOME CHARACTERISTICS: 2023
-- THE DARIEN MARKET AREA --

Attribute	Total Households					
	Darien Market Area			City of Darien		
	Number	Percent	Median	Number	Percent	
Total Households	310,256	100.0	\$113,351	8,758	100.0	\$104,302
Under 25 Years	5,852	1.9	50,621	100	1.1	47,268
25 - 34 Years	37,867	12.2	103,415	761	8.7	105,911
35 - 44 Years	55,106	17.8	131,316	1,216	13.9	130,925
45 - 54 Years	60,726	19.6	147,864	1,318	15.0	125,667
55 - 64 Years	63,224	20.4	137,314	1,809	20.7	116,931
65 - 74 Years	52,061	16.8	91,184	2,011	23.0	98,178
75 - 84 Years	26,322	8.5	62,315	1,212	13.8	68,014
85 Years and Over	9,098	2.9	44,029	331	3.8	49,803
Total Households Under 35 Years	43,719	14.1	\$96,348	861	9.8	\$99,100
With Incomes of \$60,000 to \$99,999	10,567	24.2	—	199	23.1	—
With Incomes of \$100,000 or More	20,346	46.5	—	407	47.3	—
Total Households Aged 35 to 54 Years	115,832	37.3	\$139,991	2,534	28.9	\$128,190
With Incomes of \$60,000 to \$99,999	19,261	16.6	—	433	17.1	—
With Incomes of \$100,000 or More	78,611	67.9	—	1,630	64.3	—
Total Households Aged 55 to 74 Years	115,285	37.2	\$116,482	3,820	43.6	\$107,059
With Incomes of \$60,000 to \$99,999	22,422	19.4	—	790	20.7	—
With Incomes of \$100,000 or More	64,573	56.0	—	2,038	53.4	—

Source: Environics Analytics

- Lastly, our conclusion also considers a competitive environment accentuated by periods of accelerated construction – a pattern of development expected to continue for the foreseeable future and intensify in the short term. As summarized in Appendix A6, in addition to the proposed development, there are at least 15 *announced* rental projects and some 3,088 potential new apartment units in various stages of the market area's planning pipeline. Notably, only the aforementioned 70-unit Jade Residences at Waterfall is located in Darien itself, with the majority of proposed new development proposed north of I-88 and/or west of I-355, some 5.0- to 12.0 miles distant from Darien. Moreover, only three projects and a collective 342 are now under construction and expected to be introduced within the next 12- to 18 months. Although the marketplace is expected to maintain tight- to balanced occupancies despite the number of units which could be introduced over the 2024-2029 timeframe, the volume of potential new development in the market area reinforces the necessity for Chestnut Court Darien IL LLC. to initiate an aggressive posture through stabilization and *maintain a judicious approach to rent growth thereafter* in order to sustain acceptable occupancies over the long term. To this point, based upon timing of market entrance, it may be necessary to offer some form of incentive such as one month free with a 13-month lease through stabilization in order to achieve the projected rate of absorption, while planning for similar promotions thereafter as competitive conditions dictate.

ALTERNATIVE BENCHMARK RENT STRATEGIES

Benchmark rent strategies are established to provide a competitive position in the marketplace and allow for an acceptable absorption period for the proposed development. As these lease rates may differ from Chestnut Court Darien IL LLC's financial objectives, the following text table outlines alternative benchmark base rent strategies and attendant absorption forecasts to assist in continued proforma financial modeling.

ALTERNATIVE RENT/ABSORPTION SCENARIOS -- CHESTNUT COURT APARTMENTS --

A 212-Unit Prototype Development						
Benchmark Posted Rent ⁽¹⁾ for an 848 Sq. Ft. Midrise Apartment		Variance From Benchmark	Anticipated Monthly Absorption		Average Monthly Absorption Rate ⁽²⁾	Months to Stabilization @ 95% Occupancy (201 Units)
			First 12 Months of Occupancy	Thereafter		
\$	\$/Sq. Ft.					
\$2,267	\$2.67	+\$100	11.1	7.2	9.4	21.4
2,242	2.64	+75	11.8	7.7	10.2	19.7
2,217	2.61	+50	12.4	8.0	10.9	18.5
2,192	2.58	+25	13.0	8.5	11.6	17.3
2,167	2.56	Benchmark	13.5	8.8	12.3	16.4
2,142	2.53	-25	14.0	9.8	13.0	15.4
2,117	2.50	-50	14.6	10.2	13.9	14.5
2,092	2.47	-75	15.4	10.8	14.9	13.5

(1) Benchmark posted rents are presented in February 2024 dollars. They do not include premiums or incremental revenue sources.

(2) Starting at the first month of occupancy and a continuous construction and delivery schedule. Marketing and lead list generation assumed to commence with site improvements. Lease reservations, which are anticipated to begin at least three (3) months prior to initial occupancies, are factored into this forecast.

Source: Tracy Cross & Associates, Inc.

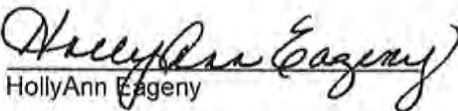
FUTURE RENT CONSIDERATIONS

It is reiterated that benchmark rents are presented in February 2024 dollars. It also cannot be overstated that recent rates of rent growth *are not sustainable*, especially considering the impact of persistent rates of inflation and related economic uncertainties now evident. For proforma comparisons and barring additional unforeseen economic turmoil, it is strongly suggested that benchmark rents *be held constant through at least the 1st Quarter 2025*, with modest annual rent appreciation in the range of 2.0 to 3.0 percent applied to proforma financial models thereafter – a level generally consistent with CPI over the last several (pre-pandemic) years.

CERTIFICATION AND SIGNATURE

This analysis represents our objective and independent opinion regarding the market potential for residential development within 7511 Lemont Road property located in Darien, DuPage County, Illinois as certified below:

TRACY CROSS & ASSOCIATES, INC.
An Illinois Corporation

By: 
HollyAnn Eageny

Its: Executive Vice President & COO

Date: February 20, 2024



RESIDENTIAL BUILDING PERMIT TRENDS: SUBURBAN CHICAGO AND THE DARIEN MARKET AREA⁽¹⁾
2010 - 2023






Year	Suburban Chicago			Darien Market Area						City of Darien					
	Total	Single Family	Multi-Family	Total	Percent of Suburban Area	Single Family	Percent of Suburban Area	Multi-Family	Percent of Suburban Area	Total	Percent of Market Area	Single Family	Percent of Market Area	Multi-Family	Percent of Market Area
2010	4,266	3,169	1,097	735	17.2	489	15.4	246	22.4	1	0.1	1	0.2	0	0.0
2011	4,048	3,213	835	641	15.8	636	19.8	5	0.6	2	0.3	2	0.3	0	0.0
2012	6,679	4,283	2,396	1,492	22.3	874	20.4	618	25.8	0	0.0	0	0.0	0	0.0
2013	7,069	5,542	1,527	1,505	21.3	1,179	21.3	326	21.3	5	0.3	5	0.4	0	0.0
2014	8,500	5,931	2,569	1,453	17.1	1,340	22.6	113	4.4	1	0.1	1	0.1	0	0.0
2015	8,620	5,905	2,715	2,031	23.6	1,223	20.7	808	29.8	7	0.3	7	0.6	0	0.0
2016	9,795	5,888	3,907	2,205	22.5	1,078	18.3	1,127	28.8	17	0.8	15	1.4	2	0.2
2017	10,891	5,949	4,942	1,925	17.7	1,050	17.7	875	17.7	13	0.7	13	1.2	0	0.0
2018	9,336	6,272	3,064	1,451	15.5	980	15.6	471	15.4	5	0.3	5	0.5	0	0.0
2019	9,114	5,354	3,760	1,447	15.9	910	17.0	537	14.3	4	0.3	4	0.4	0	0.0
2020	10,517	5,745	4,772	2,822	26.8	874	15.2	1,948	40.8	0	0.0	0	0.0	0	0.0
2021	11,386	7,084	4,302	1,877	16.5	920	13.0	957	22.2	0	0.0	0	0.0	0	0.0
2022	8,630	6,450	2,180	1,169	13.5	843	13.1	326	15.0	72	6.2	4	0.5	68	20.9
2023	9,185	6,422	2,763	1,320	14.4	895	13.9	425	15.4	49	3.7	3	0.3	46	10.8
2010 - 2022	8,431	5,515	2,916	1,577	18.7	949	17.2	627	21.5	13	0.8	4	0.5	8	1.3

⁽¹⁾ Defined as Downers Grove, DuPage, Lisle, Milton, Naperville, Wheatland, Winfield, and York townships in DuPage and Will counties, IL.

Sources: U.S. Department of Commerce, Bureau of the Census, *C-40 Construction Reports* and Tracy Cross & Associates, Inc.



DEVELOPMENT PROFILE SUMMARY: SELECTED APARTMENT DEVELOPMENTS
-- THE DARIEN MARKET AREA - 4TH QUARTER 2023 --

Attribute					
Project Name	DOMAINE CITYGATE	WILLOW GLEN (MR)	THE 450	EVERTON FLATS	MARQ ON MAIN (TOD)
Location	NAPERVILLE, IL	WILLOW SPRINGS	LOMBARD, IL	WARRENVILLE, IL	LISLE, IL
Year Built	2022	2022	2021	2020	2018
Units	285	188	256	259	202
Project Type/Number of Floors	MIDRISE / 4 FLOORS	MIDRISE / 4 FLOORS	MIDRISE / 4 FLOORS	MIDRISE / 3 FLOORS	MIDRISE / 5 FLOORS
Average Unit Size	618	964	920	916	812
Average Posted Rent	\$2,035	\$2,381	\$2,319	\$2,235	\$2,146
Average Rent/Sq. Ft.	\$2.49	\$2.47	\$2.52	\$2.44	\$2.64
PARKING / UTILITIES / INCREMENTAL FEES					
Parking⁽¹⁾					
Structured Assigned / General	NA / \$150	NA / \$150	\$160 / NA	NA / NA	\$125 / NA
EV Charging Station / Car Wash	INCL / NA	NA / NA	INCL / NA	NA / NA	INCL / INCL
Attached / Detached Garage	NA / NA	TH-INCL / NA	NA / NA	\$5175-\$300 / \$150	NA / NA
Carport / Surface Assigned / Surface General	NA / NA / NA	NA / NA / NA	NA / NA / INCL	NA / NA / INCL	NA / NA / NA
Utilities^(1,2)					
Water/Refuse Collection	BNDL: \$85 - \$110	TENANT	TENANT	TENANT	BNDL: \$20 - \$35
Gas	BUNDLE	TENANT	TENANT	TENANT	BNDL: \$10 - \$90
Electric	TENANT	TENANT	TENANT	TENANT	BNDL: \$40 - \$90
Internet/Cable	BUNDLE	TENANT	TENANT	TENANT	TENANT
Valet Trash	NA	NA	\$15	NA	\$15
Premiums⁽¹⁾					
Floor	\$5 - \$10	VARIES	\$20	NA	\$20-\$50 FL 5
View	NA	VARIES	NA	NA	\$10-\$15 POOL
Other Fees⁽¹⁾					
Administrative/Application	\$300 / \$75	\$400 / NA	\$400 / \$65	\$300 / \$60	\$300 / \$65
Security Deposit	NA	\$400	NA	NA	\$199 - \$499
Amenity Fee (One Time)	NA	NA	NA	NA	NA
Pet Deposit/Pet Rent	\$300 / \$25	\$400 / \$50	\$300 / \$30	\$300 / \$25	\$300 / \$30
Storage: Central/Bike	\$45 - \$80 / INCL	INCL / NA	INCL W/STR PKG / NA	\$85 / INCL	\$35 - \$120 / INCL
STANDARD FEATURES / COMMUNITY AMENITIES					
Interior Features⁽¹⁾					
Flooring: Common/Bedroom	FX WOOD / CRPT	FX WOOD / FX WOOD	FX WOOD / CRPT	FX WOOD / CRPT	FX WOOD / FX WOOD
Kitchen Appliances/Washer-Dryer	SS / UNIT	SS / UNIT	SS / UNIT	SS / UNIT	SS / UNIT
Kitchen Counters/Flooring	QUARTZ / FX WOOD	QUARTZ / FX WOOD	QUARTZ / FX WOOD	GRANITE / FX WOOD	QUARTZ / FX WOOD
Bath Counter/Flooring	QUARTZ / FX WOOD	QUARTZ / CERAMIC	QUARTZ / FX WOOD	GRANITE / FX WOOD	QUARTZ / CERAMIC
Patio/Balcony	OPT	INCL	INCL	INCL	INCL
Community/Building Amenities⁽¹⁾					
SMART Technology / Keyless Entry	INCL / INCL	NA / NA	NA / NA	NA / NA	NA / NA
Package Room / Other	INCL / NA	NA / NA	INCL / NA	INCL / DRY CLN SVC	INCL / NA
Clubroom / Kitchen	INCL / SERVICE	INCL / SERVICE	INCL / SERVICE	INCL / SERVICE	\$10-\$15 / SERVICE
Fitness Center / Wi-Fi / e-Lounge	INCL / INCL / INCL	INCL / INCL / INCL	INCL / INCL / NA	INCL / INCL / NA	INCL / INCL / INCL
Business Center / Media Room	INCL / NA	NA / NA	INCL / NA	INCL / NA	INCL / NA
Doorman / Concierge / Security Gate	NA / NA / NA	NA / NA / NA	NA / NA / NA	NA / NA / INCL	NA / NA / NA
Playground / Sport Court / Game Room	NA / PICKLEBALL / INCL	NA / NA / NA	NA / NA / INCL	INCL / NA / INCL	NA / NA / NA
Garden or Roof Terrace	INCL	INCL	INCL	INCL	INCL
Fireside Lounge / Grill Area	INCL / INCL	NA / INCL	INCL / INCL	INCL / INCL	INCL / INCL
Swimming Pool	OUTDOOR	OUTDOOR	OUTDOOR	OUTDOOR	OUTDOOR
Pet Park / Grooming Station	INCL / INCL	INCL / INCL	INCL / NA	NA / NA	INCL / INCL
⁽¹⁾ Indicates incremental monthly fee as applicable. ⁽²⁾ Assumes tenant responsible for all utilities as standard unless otherwise indicated.					

Source: Tracy Cross & Associates, Inc.

A4

POPULATION, HOUSEHOLDS, TENURE, AND INCOME: 2024
-- THE DARIEN MARKET AREA --

Attribute/Year	Darien Market Area	City of Darien	Attribute/Year	Darien Market Area	City of Darien
Population			Households		
2010	819,237	21,963	2010	297,771	8,976
2020	844,466	22,011	2020	311,505	9,127
2024	836,840	21,112	2024	310,256	8,758
2029	838,742	20,972	2029	313,831	8,845
Average Annual Change			Average Annual Change		
2010 - 2020	2,523	5	2010 - 2020	1,373	15
2020 - 2024	-1,907	-225	2020 - 2024	-312	-74
2024 - 2029	380	-28	2024 - 2029	715	17
2024 Household Tenure			2024 Household Income		
Total Housing Units	328,122	9,268	Total Households	310,256	8,758
Total Occupied	310,256	8,758	Under \$35,000	40,756	1,226
Owner Occupied	228,684	7,140	35,000 - 49,999	20,997	749
Percent	73.7	81.5	50,000 - 74,999	38,591	1,169
Renter Occupied	81,572	1,618	75,000 - 99,999	36,353	1,047
Percent	26.3	18.5	100,000 - 149,999	62,387	1,957
Vacant	17,866	510	150,000 - 199,999	38,471	1,062
Percent	5.4	5.5	200,000 and Over	72,701	1,548
			Median	\$113,351	\$104,302
2024 Household Size			2024 Travel Time to Work		
Total Population	836,840	21,112	Total Workers Aged 16+	368,124	9,495
In Group Quarters	11,960	25	Less than 30 Minutes	204,929	5,042
In Households	824,880	21,087	30 - 44 Minutes	81,526	2,285
Total Households	310,256	8,758	45 - 59 Minutes	38,184	979
Average Persons Per Household	2.66	2.41	60 Minutes or More	43,485	1,189
			Average Travel Time	32.0	33.0

Source: U.S. Department of Commerce, Bureau of the Census: *Census 2010, 2020*; Environics Analytics; and estimates by Tracy Cross & Associates, Inc.

A5

HOUSEHOLDS BY TYPE AND AGE OF HOUSEHOLDER: 2024
-- DARIEN MARKET AREA --

Attribute	Darien Market Area		City of Darien	
	Number	Percent	Number	Percent
2024 Households by Type				
Total Households	310,256	100.0	8,758	100.0
Average Household Size	----- 2.66 -----		----- 2.41 -----	
Households with Children	97,508	31.4	2,059	23.5
Married/Co-Habiting Couple	83,889	27.0	1,745	19.9
Other Family	13,619	4.4	314	3.6
Households without Children	212,748	68.6	6,699	76.5
Married/Co-Habiting Couple	112,457	36.2	3,459	39.5
Single Householder	74,568	24.0	2,309	26.4
NonFamily	25,723	8.3	931	10.6
2024 Households by Age of Householder				
Total Households	310,256	100.0	8,758	100.0
Under 25	5,852	1.9	100	1.1
25 - 34	37,867	12.2	761	8.7
35 - 44	55,106	17.8	1,216	13.9
45 - 54	60,726	19.6	1,318	15.0
55 - 64	63,224	20.4	1,809	20.7
65 - 74	52,061	16.8	2,011	23.0
75 - 84	26,322	8.5	1,212	13.8
85 and Over	9,098	2.9	331	3.8
Median	----- 53.0 Years -----		----- 51.0 Years -----	
Households Under 35	43,719	14.1	861	9.8
Households 35 - 54	115,832	37.3	2,534	28.9
Households 55 - 74	115,285	37.2	3,820	43.6
(1) Defined as Downers Grove, DuPage, Lisle, Milton, Naperville, Wheatland, and York townships in DuPage and Will counties, IL.				

Source: Environics Analytics

Municipality/ Proposed Development Name	Location	Builder/Developer	Current Status ^(2,3)	Leasing	Number of Units
Aurora					
Lumen-Phase Two	IL-59 north of New York Street	Focus/Atlantic Residential	Approved	—	319
Pacifica Riverview	309 N. River Street	Windfall Group	Approved	—	187
East Bank Apartments	100 North Broadway	DAC Development	Approved	2025	258
Darien					
The Jade Res. At Waterfall Glen	South Frontage Road and Sokol Court	Jade Group	UC	2024	70
Downers Grove					
Main Street Apartments	4915-23 Main Street	Barriere Properties LLC	IP	—	24
Lisle					
The Lisle	4701 Main Street	Flaherty & Collins	IP	—	192
Lombard					
Yorktown Reserve	230 Yorktown Shopping Center	Synergy Construction	Approved	2024-2028	621
Naperville					
The District	IL-59 at Interstate 88	Inter-Continental RE Dev.	Approved	—	410
The Belvedere	24254 111th Street	Pollination Properties LLC	UC	2024-2025	212
Oak Brook					
Oak Brook Commons	22nd and McDonald Drive	Hines	IP	—	165
Warrenville					
River View West (55+)	Ferry Road betw River and Winfield roads	Interforum Holdings	CS	—	107
River View West THs	Ferry Road betw River and Winfield roads	Interforum Holdings	UC	—	60
Westmont					
Sentinel Station	1 North Cass Avenue	Westmont Apartments LLC	CS	—	118
Wheaton					
TBD	211 E. Illinois Street	211 Illinois Wheaton LLC	CS	—	39
The Faywell	SWC Hale Street & Liberty Drive	Banner Multifamily	Approved	—	306
Market Area Total⁽²⁾					3,098
⁽¹⁾ As of February 2024. ⁽²⁾ Status key: Concept Stage (CS); In Planning (IP); Approved (A); Permits issued/under construction (UC). ⁽³⁾ Excludes developments with unit counts and product idioms yet to be determined.					

Source: Tracy Cross & Associates, Inc.

GENERAL LIMITING CONDITIONS

Tracy Cross & Associates, Inc. has made extensive efforts to confirm the accuracy and timeliness of the information contained in this study. Such information was compiled from a variety of sources, including interviews with developers and their agents, government officials, and other third parties. Although Tracy Cross & Associates, Inc. believes all information in this study is correct, it does not warrant the accuracy of such information and assumes no responsibility for inaccuracies in the information provided by third parties.

Conclusions and recommendations established in this analysis represent a professional opinion and are based upon forecasts into the future which could be significantly altered by outside occurrences. These include, among others, the possible interplay of unforeseen social, economic, physical/environmental, and governmental actions. In this regard, Tracy Cross & Associates, Inc., its owners, and its employees shall be held harmless of changes in conditions that may materially result from these occurrences.



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MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
April 28, 2025

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

ABSENT: None

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

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 5:32 at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

New Business

h. PZC2025-06 – Rezone, Preliminary Plat of Consolidation, Special Use, Variations (Atlantic Homes Inc. – 1220-1225 Plainfield Road).

Mr. Dan Gombac, Director reported that this would be a preliminary plat of consolidation, preliminary special use and variations that would give the developer an opportunity to move forward with final engineering. He reported that there are issues with the drainage, which should go from Plainfield Road back to Regency Grove Drive and back into the ponds there, and that there would be an engineering solution to the drainage issue. He further reported that the developer had been under a constraint with the property owner and the only way to negotiate had been through the preliminary process. Mr. Gombac emphasized that the all the proposed plans are preliminary, and that drainage would have to be approved by the DuPage County Stormwater Ordinance and the Department of Transportation through a separate review if the project would be approved conceptually.

Mr. Ryan Murphy, City Planner stated that the petition would seek approval of a rezone, special use, variations and preliminary plat of consolidation to rezone the parcel from single-family R-2 district to multi-family R-3 district and combine the two parcels for the development of two new eight-unit, two-story condominium buildings along with two-car garages, guest parking, and associated site and utility improvements. He stated that the following variations would be included in the request: variations from the minimum lot area per unit requirements in section 5A-7-3-5D to allow for 16 total units, a variation from the 3-acre requirement for the new R-3 district areas per section 5A-7-3-1, and variations from the side yard requirements in sections 5A-7-3-6A and B to allow for garages to be placed five feet from interior property lines.

Mr. Murphy stated that since the time of publication, the petitioner had revised their plan to include a “pork chop” in the driveway, which would restrict traffic from a right-in right-out and would be reviewed by DuPage County. He further stated that the project would meet or exceed all design and development standards for the R-3 district, except as it pertains to density restrictions and setback requirements. Mr. Murphy stated that Section 5A-7-3D would require that 4,500 square feet of lot area be provided for each two-bedroom unit, and that with a lot area of 54,805 square feet, the code density for the site would be approximately 12 units.

Mr. Murphy explained the proposed design specifications and stated that the developer had built an identical project in Lisle. He stated that the petitioner provided a justification letter and conducted outreach to the residents on Lester Lane and had met with concerned residents following the April 16th Planning, Zoning, and Economic Development Commission meeting, who had voted in favor of the project with a six-one vote. He further stated that members of the public had raised concerns about drainage, traffic movements and density, and following the meeting, staff had prepared extra exhibits to acknowledge those concerns, including a comparison of high-density residential zoning districts in nearby jurisdictions.

Mr. Murphy stated that the R-3 district is the highest density residential zoning classification that Darien has, which would require 4,500 square feet of lot area per two-bedroom unit, resulting in between nine and 12 units per acre. He stated that for comparison, Woodridge requires 2,275 square feet per dwelling unit, Downers Grove requires 1,000 square feet per dwelling unit, and Willowbrook requires 2,000 square feet per dwelling unit. He further stated that the chart would illustrate that Darien does not have a wide variety of high-density zoning districts, and when you factor in the average of what the R-3 district allows, the subject project fits within the average.

Mr. Gombac reported that the issue with the water main connecting to Lester Lane would be a separate topic and handled independently of the zoning hearing.

Mr. Murphy clarified that the developer had proposed extending the water main to their property boundary 140 feet south on Lester Lane, and that it would be a separate project if they decided to go that route.

Mr. Gombac reported that there is a water main on Plainfield Road with a valve that the City had placed 10-12 years prior. He reported that the developer would have the opportunity to bore under Plainfield Road and extend it to Lester Lane to give the residents an opportunity to tap on to City water through a later recapture agreement.

Ms. Beata Pacura, owner BNR Builders, Inc., stated that she would address the concerns from the previous meeting and demonstrate how this project would be a positive addition to Darien. She stated that they had completed several successful multi-family projects in various suburbs, more recently constructed two eight-unit luxury apartment buildings in Lisle, which has maintained 100% occupancy since its opening. She further stated that they listened carefully to the feedback from residents and had taken steps to address the concerns. Ms. Pacura stated

that they had met with the owners of Modell Funeral Home and worked with their engineer to update plans to route the water away from their property. She stated that they had committed to installing a “pork chop” island at the entryway, contingent on DuPage County Approval, which would ensure vehicles entering the development would turn right, managing traffic flow and reducing potential hazard. She further stated that they would extend the water main to the southern edge of the property in Lester Lane to fulfill their requirements and allow water service access to those residents. Ms. Pacura added that they would extend the sewer line along Lester Lane for the residents to connect to.

Mr. Gombac clarified that it would be the sanitary sewer, not the storm sewer.

Ms. Pacura stated that the development would include two elegant, eight-unit buildings totaling 16 luxury condominiums. She stated that each condo would be a corner unit, two-bedroom, two-bathroom home at approximately 1,100 square feet. She further stated that each unit would receive a two-car garage and there would be eight additional parking spaces for visitors.

Ms. Pacura further stated that concerns were raised regarding the density of the proposal and that given that R-3 is the highest density residential zoning available in Darien, special accommodations would be requested. She stated that if Darien had an alternative higher density zoning districts similar to those available in surrounding areas, that would eliminate the need for special accommodations. She further stated that nearby areas would allow for a higher number of units on a similar sized parcel, noting Woodridge would allow 25 units, Downers Grove would allow 58 units, and Willowbrook would allow 28 units. Ms. Pacura stated that the request for density should be considered reasonable and not overly excessive.

Ms. Pacura stated that the project would offer significant direct benefits to the City of Darien, and that the property currently generates about \$9,000 in annual real estate taxes which have been unpaid for two years. She stated that the proposed completed development would be projected to generate over \$60,000 in annual property taxes. Ms. Pacura further stated that there is currently an outstanding lien on the property of \$37,000 owed, and that upon closing the property purchase would be paid in full to the City of Darien. She stated that the petitioners are committed to delivering a high-quality development that would respect the community and provide tangible benefits to Darien.

Mr. Jun Lin, Bridgeline Consultants, stated that he had independently communicated with the City’s Superintendent, Kris Throm, who had conveyed that the routing and sizing of the water main would be acceptable from a preliminary standpoint. He stated that the water main would be branched off to service the two buildings and each building would be fire protected with a sprinkler. He further stated that they would have to extend the existing sanitary main upward which would cause it to turn 90 degrees to the east to service the two buildings, and that DuPage County had not had comments regarding this so far. Mr. Lin further stated that they had preliminary communication with DuPage County D.O.T. and that they would like to

see site access coming off Lester, which would not be an option, so they recommended creating a right-in, right-out off Plainfield Road.

Mr. Lin stated that the entire site slopes from the northwest corner to southeast corner, and that based on DuPage County Stormwater Management Ordinance, the current design would not trigger a detention, but a BMP which would be the equivalent of a retention and would store storm runoff without a gravity release. He elaborated further on the BMP measures, stating that it would satisfy the City and County code.

Mr. Lin further stated that he had prepared two exhibits to document the existing condition of the surrounding properties, which had about 8,000 square feet of outside area that currently flows onto Modell Funeral Home's property. He stated that under the proposed swale, water would run along the perimeter of the subject property and would lessen the area to under 400 square feet. He further stated that the two neighbor properties to the south are downstream and would be the most susceptible to the drainage impact, but based on the analysis of the existing conditions, the drainage is designed well so the water would never impact the building. Mr. Lin stated that there would be a potential issue with the continuous garages on a 4% drive slope, but that it would be an easily resolved issue in the final engineering stage.

Mr. Gombac questioned if the proposed swale would be within the rear yards along Lester Lane.

Mr. Lin stated that the proposed swale would run along the eastern and southern property lines to convey the water from its upstream into one of the two proposed dry wells.

Mr. Gombac reported that the water should drain to Regency Grove Drive and would be concerned that during impactful rains, the water would not make it there easily. He suggested retrofitting either the swale or a potential pipe from the subject property to Regency Grove. He further reported that this would be contingent on the engineering working with the ordinances and the proposed swale.

Mr. Gombac questioned if the swale was less than 2%.

Mr. Lin confirmed.

Mr. Gombac stated that that would be a problem because if anything were to affect it there would be an issue with drainage all over again.

Alderman Thomas Belczak, Chairperson, questioned what it would mean to have the swale at 2%.

Mr. Gombac stated that when designing ditches, the recommended fall would be two feet per every 100 feet, and that 1.75 would be the low end. He stated that 2% would be a quarter inch per foot, which is sustainable, but anything below that would wear down too much over time.

Alderman Belczak questioned if the natural water would flow from northwest to southeast, and if this would create a way for water to remain on the property and dissipate through the BMP.

Mr. Gombac stated that there would be some surface water flow depending on the rain event. He stated that the dry well would only be able to take so much water, so the surface flow would be aimed to the swale. He further stated that the swale would go from the subject property all the way to Regency Grove and would need to have that 2% which it currently does not. Mr. Gombac emphasized that no new water would be introduced into the swales, it would be regulated through the BMPs or 100-year rain event design.

Alderman Ralph Stompanato questioned if the BMPs would send the water continuing down or if they would try to get the water into the groundwater.

Mr. Gombac stated that there would be two parts to a BMP, which Mr. Lin referred to as a dry well, one being that there is the opportunity for it to be a dry area where water can go and would have to be captured by the ordinance. He stated that the second part would be a moist, semi-moist and submerged type of BMP. He further reported that through the recent rules of the DuPage County's stormwater ordinance, the City would have the right to take funds from a developer and in lieu of BMPs they would give the City a security that could be used within the watershed to provide things like native planting areas, but that would not be the preferred case.

Mr. Lin stated that the dry well would not be sized to handle a 100-year storm event, but the functionality would depend on the permeability of the surrounding soil. He stated that they would work with Christopher Burke and have a soil report done during final engineering.

Alderman Stompanato stated that he would be mostly concerned with the accounting office south of Modell Funeral Home, which would collect six inches of water during a normal rain event.

Mr. Lin stated that the existing grade of the accounting office would be protected by the existing swale that goes around the building to intercept the stormwater runoff.

Mr. Gombac reported that the City would determine with the engineer based on the layout of the grades from point A to point B how to best connect the BMP to Regency Grove, and would likely need to reshape the swale and, or put down a main line to collect and flow of the existing properties.

Alderman Ted Schauer questioned if the County, Christopher Burke engineering and the developer would all have to be in agreement.

Mr. Gombac confirmed and reported that this would all be part of final engineering and would have to comply with engineering standards, field conditions and DuPage County's stormwater ordinance.

Alderman Schauer stated that the sanitary sewer would be tied in and would have to do a water main extension which residents on Lester Lane would be able to tap on to.

Alderman Stompanato questioned if they had sanitary.

Mr. Gombac stated that they did not, which would be a benefit for them. He stated that the sanitary would be an independent easement that would be worked out with the property owners.

Alderman Schauer questioned if they would tap on if they could.

Mr. Gombac confirmed that they could through DuPage County permitting.

Alderman Belczak clarified that this would not be the issue they decide on today, it would just be for the preliminary proposal.

Mr. Murphy stated that if the project would be approved, the petitioners would still have to come back to the administrative bodies for a approval of final plat of subdivision with more engineering details, but that would be at a later date.

There was some further discussion regarding later steps of the development.

Alderman Belczak questioned how big the lot in Lisle is.

Mr. Murphy stated that the petitioner built the same 16 units on 0.92 acres in Lisle in their most dense district. He stated that the proposed site would be 1.35 usable net acres, but that this project would provide 32 garage spaces whereas that had not been offered in Lisle.

Alderman Stompanato stated that the configuration would be slightly different because the proposed project would have the buildings face each other as opposed to facing the parking lot like in Lisle.

Mr. Murphy stated that the only comparison would be density and that in Lisle they offer 17.5 units per acre and Darien offers 12 units per acre.

Alderman Stompanato clarified that the street they would put in would be downhill. He questioned if the garages would be staggered going down.

Mr. Lin stated that the northern half would be level and after the space in the middle they would stagger.

Alderman Stompanato questioned what the space in the middle would be for.

Mr. Lin stated it would be for fire trucks to turn a round.

Alderman Stompanato questioned how many handicap spots there would be.

Mr. Lin stated that there would be one handicap spot that would take up two spaces, and seven regular guest parking spaces.

Alderman Stompanato stated that the buildings are gorgeous. He stated that his concern would be not having enough parking spaces and that residents who wouldn't want to park in the farther garage would use guest parking spaces. He questioned how they would deal with the residents taking up guest parking and what they would do in the case of a party when there isn't enough guest parking.

Ms. Pacura stated that this is not a problem they run into in Lisle, and that she would assume that being homeowners they would obey parking rules.

Mr. Lin stated that based on the current design, there would still be room to create more parking spaces.

Alderman Stompanato stated that that would be a game changer. He further questioned if they would put up a fence on the property.

Mr. Murphy stated that the developer had been made aware that fencing would likely be required in final engineering and that they agreed to a fence in a discussion with staff.

There was further discussion regarding fencing.

Mr. Lin stated that they would accommodate between two and five additional parking spaces.

Alderman Gerry Leganski stated that he had gone to visit the Lisle property and that it would not really be comparable to the proposed project. He stated that there would be residents who would receive garages farther away from the building and that it may be an issue from a selling standpoint. He further stated that the property in Lisle was less acreage, but they are able to turn right into the development off the street, and in the proposed development you would have to take the street going through the property to get around.

Alderman Leganski questioned if the density would be calculated net of Lester.

Mr. Murphy stated that the 1.35 would exclude Lester Lane. He stated that Lester is a separate parcel and that the density is based on the developable site area.

Alderman Leganski stated that the electric lines would go right through the property and that they would need to be put underground.

Mr. Gombac stated that there would be an easement and that would be worked out during final plans.

Mr. Murphy stated that the developer would be seeking a new easement along the swale and that they would work with ComEd to figure out what lines would need to be moved and where to route the easement.

Alderman Leganski questioned if there would be additional lighting placed by the garages.

Mr. Murphy stated that there are general standards for R-3 to be adequately lighted and that past administrative bodies have required a photometric plan to be approved and establish minimum lighting.

Mr. Ron Price, resident of Lester Lane, thanked the developers for working with them to try to improve the area. He questioned if there would be fencing by Modell.

Alderman Stompanato stated that landscaping would be better on that side.

Mr. Price stated that where the swell comes down in the back of the property, the old owner of the home would have a river running through the basement. He stated that because their homes have septic, there is a lot of moisture in the backyards and he would be concerned about any more water getting into their yards. He further stated that extending the pipes down might be helpful to a lot of the issues they have on their side of the street.

Mr. Gombac requested that Mr. Price reach out to the residents in the most affected home to look into the drainage issue further.

Mr. Phil Litchfield, resident of Lester Lane, stated that he would be concerned with people cutting through Lester Lane to reach the back door of the development and that he wouldn't want people to be parking on Lester Lane.

Alderman Belczak stated that they would be looking at three matters for approval: variation from the minimum lot requirement, variation from the three-acre requirement and variation from the side yard requirements. He clarified that Modell is not opposed to the five feet as long as something is done about water and there is a fence in between properties.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of PZC2025-06 – Rezone, Preliminary Plat of Consolidation, Special Use, Variations (Atlantic Homes Inc. – 1220-1225 Plainfield Road).

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

Mr. Gombac reported that the petition would move pass to the City Council for approval.

a. Ordinance – Approval for a licensing agreement between the City of Darien and Lumos for a city wide fiber optic infrastructure implementation.

Mr. Dan Gombac, Director reported that Lumos is a nother internet fiber provider and that Metronet had already been approved to begin work within rear yard easements. He reported that Lumos would be constructing within the right-of-way, about 10 feet between the curb, gutter and sidewalk. He reported that the equipment they would be storing in there would be fiber cable and flower pot boxes.

Mr. Gombac further reported that the resident would decide what provider to use and that the City does not regulate competition. He reported that these companies do have the right to be

in our rights-of-way. He reported that Lumos would have construction protocols that would pothole utilities and refill with sand or gravel. He further reported that if they would need to pothole driveways, they would be required to remove the entire slab of concrete.

Mr. Gombac reported that there would be a permitting fee of approximately \$80,000 with a \$75,000 bond, which would cover our time in reviewing the restoration. He reported that every three years, Lumos will be instructed to do a walkthrough of the entire town to provide a program for trips and falls. He further reported that everything provided in the franchise agreement would give them great tools to oversee the operations.

Alderman Belczak questioned who would be liable in the case of a trip or fall.

Mr. Gombac stated that Lumos would be liable.

Alderman Belczak questioned what the bond would be for.

Mr. Gombac stated that he would not anticipate a lot, but they would have the authority to shut the project down and it would be covered and vetted.

Alderman Belczak questioned if there had been any issues with Lumos in other communities and if there would be anything residents should be concerned about.

There was some discussion regarding Metronet versus Lumos using different construction tools.

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of an Ordinance – approval for a licensing agreement between the City of Darien and Lumos for a city wide fiber optic infrastructure implementation.

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

- b. Motion – Accepting the proposal of a 3-year contract including hardware, web application, service and support for five (5) Groundcast Sensors from Vaisala Inc, in an amount not to exceed \$8,000 per year, for a total of \$24,000 for the three-year contract.**

Mr. Dan Gombac, Director reported that we currently have two systems in place for strategically controlled weather elements, one being a weather service that provides timely updates for Darien specific weather and the other being cameras placed at strategic locations that give temperature readings of the ground surface. He reported that they would strategically place the new product in five locations within the seven wards that would create a subservice temperature. He further reported that the sensors would be a good addition to maintain a more conservative weather response, and that they would be placed within the ground.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Motion accepting the proposal of a 3-year contract including hardware, web application,

service and support for five (5) Groundcast Sensors from Vaisala Inc, in an amount not to exceed \$8,000 per year, for a total of \$24,000 for the three-year contract.

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

- c. **Motion – Authorizing the purchase of the Phase 4-Leak Logger Program, consisting of 217 leak logger units from Gutermann Inc., in an amount not to exceed \$219,441.70.**

Mr. Dan Gombac, Director reported that this would be the final phase of the program that placed leak loggers in valve boxes for a head's up on water main breaks. He reported that the vendor had a contract with AT&T who no longer supports them, so now they will have to go back in and put a new card into the existing detectors. He reported that a nother national carrier will continue supporting the infrastructure.

There was some discussion regarding the payment.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Motion authorizing the purchase of the Phase 4-Leak Logger Program, consisting of 217 leak logger units from Gutermann Inc., in an amount not to exceed \$219,441.70.

- d. **Motion – Authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$11,000.00.**

Mr. Dan Gombac, Director reported that this would be one of the first and only purchase of the year, and would cover 71st Street, which had received complaints about speeding. He reported that there would be two placed at unit cost east and west bound, and would fall under FY'25.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Motion authorizing the purchase of two (2) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$11,000.00.

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

- e. **Motion – Authorizing the purchase of one new Factory Cat Mini HD 29C Walk Behind Scrubber from Factory Cleaning Equipment Inc. in an amount not to exceed \$14,212.**

Mr. Dan Gombac, Director reported that this would be machines for sweeping that are more industrial. He reported that the old one got its use and needed to be replaced.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Motion authorizing the purchase of one new Factory Cat Mini HD 29C Walk Behind Scrubber from Factory Cleaning Equipment Inc. in an amount not to exceed \$14,212.

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

- f. Motion – Authorizing a proposal for a Preventative Maintenance Agreement, Annual Evaluation and Operator Training for the Vactor Sewer Cleaner from Standard Equipment in an amount not to exceed \$8,500.**

Mr. Dan Gombac, Director reported that this would include several components for the Vactor. He reported that the agreement would allow all operating at the right pressure for preventative maintenance, and that they would be able to notify a mechanic for any repairs. He further reported that there would be an annual evaluation and that the entire department would receive operator training on the equipment, with the mechanic also attending a special mechanic school to learn more of the technical operations.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato, approval of a Motion authorizing a proposal for a Preventative Maintenance Agreement, Annual Evaluation and Operator Training for the Vactor Sewer Cleaner from Standard Equipment in an amount not to exceed \$8,500.

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

- g. Motion – Accepting a proposal from TKB Associates, Inc., for digitalizing, cataloging, software, hardware and programming in an amount not to exceed \$49,140 for the Planning and Zoning and in an amount not to exceed \$39,190 for the Clerk's Office historical records.**

Mr. Dan Gombac, Director reported that this would be the last phase of a three-year project. He reported that the Planning and Zoning files contain very old, valuable information to be catalogued and indexed before scanning. He further reported that the Clerk's office would be boxed up over the next year for scanning.

Mr. Gombac reported that the entire cost had been included in the budget and that there may be minor costs if AIS would need to work with Laserfiche, as well as for licensing and renewals. He reported that there may be a future project to convert Microfiche files to Laserfiche.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Motion authorizing a proposal from TKB Associates, Inc., for digitalizing, cataloging, software, hardware and programming in an amount not to exceed \$49,140 for the Planning and Zoning and in an amount not to exceed \$39,190 for the Clerk's Office historical records.

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

- i. Minutes – March 24, 2025 Municipal Services Committee**

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of the March 24, 2025 Municipal Services Committee Meeting Minutes.

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

Director's Report

Mr. Dan Gombac, Director reported that the Darien-Woodridge Fire Department requested edits to an IGA that was approved last year. He reported that the edits would cover indemnification, assigning responsibility of oversight and the lowering the contingency. He further reported that the edits would be brought back to City Council for a text amendment, and that the project would cover base repair of the pavement.

Mr. Gombac reported that he had moved forward with one mortgage company regarding the Plainfield wall project. He reported that the preliminary sales contract had been accepted, and that he would be speaking with the attorney to best handle the sales contract pending City Council approval. He further reported that they would likely move forward with construction next spring.

Next Scheduled Meeting

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, May 27, 2025.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to adjourn. Upon voice vote, the MOTION CARRIED UNANIMOUSLY, and the meeting adjourned at 7:30 p.m.

RESPECTFULLY SUBMITTED:

X

Thomas Belczak
Chairman

X

Ted Schauer
Alderman

X

Ralph Stompanato
Alderman