Visit	the City of Darien YouTube channel to view the meeting live.
PRE-	**************************************
****	**************************************
	of the City Council of the
	CITY OF DARIEN
	March 3, 2025
	7:30 PM
1.	Call to Order
2.	Pledge of Allegiance
3.	Roll Call
4.	Declaration of Quorum
5.	Questions, Comments and Announcements — General (This is an opportunity for the public to make comments or ask questions on any issue – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)
6.	Approval of Special Minutes — <u>February 3, 2025</u>
7.	Receiving of Communications
8.	Mayor's Report
9.	City Clerk's Report
10.	City Administrator's Report
11.	Department Head Information/Questions A. Police Department B. Municipal Services
12.	Treasurer's Report A. Warrant Number — 24-25-21
13.	Standing Committee Reports
14.	Questions and Comments — Agenda Related (This is an opportunity for the public to make comments or ask questions on any item on the Council's Agenda – 3 Minute Limit Per Person)

- 15. Old Business
- 16.
- Consent Agenda
 A. Consideration of a Motion to approve a Resolution authorizing the purchase of (2)

Page Two

- Body Worn Cameras and (1) Multi-Bay Docking Station with license agreements from Axon Enterprises, Inc in the amount not to exceed \$11,000 using federal equitable sharing funds account 17-41-4225.
- B. Consideration of a Motion to approve a Resolution approving Intergovernmental Agreements between the Darien Park District and the City of Darien for the use of Westwood Park for Darien Fest, Summer Concert Series, NNO, and Oktoberfest in 2025.
- C. Consideration of a Motion to approve an Ordinance abating property tax heretofore levied by ordinance no. O-28-12 in the amount of \$300,150
- D. Consideration of a Motion to approve an Ordinance abating property tax heretofore levied by ordinance no. O-11-18 in the amount of \$382,950

17. New Business

- A. Consideration of a motion to approve a Resolution accepting a proposal from Teska Associates, Inc. for tax increment financing consulting for the Chestnut Court redevelopment project in an amount not to exceed \$42,000.
- B. Consideration of a motion to approve an Ordinance abating certain taxes previously levied by ordinance no. O-24-24
- C. Consideration of a Motion to approve a Resolution accepting a proposal from Garland/DBS, Inc., Services for the metal restoration, flat re-roof or roof repair with additional soffit repair at the police department for the City Hall and Police Department in an amount not to exceed \$410,318
- D. Consideration of a motion authorizing a contingency in the amount of \$10,000 for unforeseen repairs related to the roof refurbishment
- E. Consideration of a Motion to approve a Resolution authorizing the Mayor to execute a contract with SKC Construction, Inc. in an amount not to exceed \$114,310 for the 2025 Crack Fill Program.
- F. Consideration of a Motion to <u>approve authorizing a contingency</u> in the amount of \$3,000 for unforeseen work that may be required for the Crack Fill Program
- G. Consideration of a Motion to approve a Resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Darien-Woodridge Fire Protection District, for the reimbursement of the parking lot paving maintenance at 8687 Lemont Rd. and 7550 Lyman Ave. through the City of Darien's 2025 Road Maintenance Contract with Schroeder Asphalt Services Inc., as per the contract unit pricing and a contingency in an amount not to exceed \$252,325.89.
- H. Consideration of a Motion to approve a Resolution authorizing the Mayor to enter into a contract with Schroeder Asphalt Services, Inc., for the 2025

 Street Program as per the following schedule of pricing: pending 2025/26

 Budget approval. Base Bid \$1,367,166.34 Alternate 1- Patching \$82,500.00 Alternate 2 DWFD parking lot \$27,024.41 Alternate 3 DWFD parking lot \$150,301.48 Contingency for Alternates 2 & 3 \$75,000.00 Total Cost \$1,701,992.23
- I. Consideration of a Motion to approve an Ordinance for Special Use & Variations

 Time Extension for Indvestia Darien, LLC 7409 Cass Avenue for a one-year extension of time for a special use permit and variations for the construction of a quick service drive-through eating establishment offering retail food items for consumption at 7409 Cass Avenue
- II. Consideration of a Motion to approve an Ordinance approving minor amendments to a previously approved planned unit development (2305 Sokol Court)

Agenda — March 3, 2025 Page Three

- 18. Questions, Comments and Announcements General (This is an opportunity for the public to make comments or ask questions on any issue 3 Minute Limit Per Person)
- 19. Adjournment



Minutes of the Special Meeting

of the City Council of the

CITY OF DARIEN

February 3, 2025

6:00 P.M.

1. **CALL TO ORDER**

The Special Meeting of the City Council of the City of Darien was called to order at 6:00 P.M. by Mayor Marchese.

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

Present: Thomas J. Belczak Ted V. Schauer

Eric K. Gustafson Ralph Stompanato

Gerry Leganski

Absent: Joseph A. Kenny

Mary Coyle Sullivan

Also in Attendance: Joseph Marchese, Mayor

JoAnne E. Ragona, City Clerk Michael J. Coren, City Treasurer Bryon D. Vana, City Administrator John B. Murphey, City Attorney

Daniel Gombac, Director of Municipal Services

3. <u>DECLARATION OF A QUORUM</u> — There being five aldermen present, Mayor Marchese declared a quorum.

4. CHESTNUT COURT DEVELOPMENT UPDATE

Mayor Marchese provided a brief background on the purchase of Chestnut Court by Mr. Bhavanasi and subsequent meetings regarding the City's Comprehensive Plan to create a mixed use of residential and commercial space for the property. Based on discussions, the need for an economic incentive plan was determined.

Mayor Marchese advised the nature of the Special Meeting was to educate Council on Tax Increment Financing (TIF), which has been successfully used in Illinois and 48 other

City Council Special Meeting

February 3, 2025

states. He reiterated this would be an educational discussion with no action taken this evening.

Attorney Murphy provided a detailed overview of the TIF process; he responded to Council questions.

Mayor Marchese polled Council regarding moving forward with Comprehensive Plan for a mixed use for the property. Council concurred to continue to explore a TIF district for the site and to solicit proposals from TIF consultants.

5. <u>ADJOURNMENT</u>

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

VIA VOICE VOTE - MOTION DULY CARRIED

The City Council Special meeting adjourned at 6:55 P.M.

	Mayor
Clerk	

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 02-03-25. Minutes of 02-03-25 SCCM.



WARRANT NUMBER: 24-25-21

CITY OF DARIEN

EXPENDITURE APPROVAL LIST FOR CITY COUNCIL MEETING ON

March 3, 2025

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

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

General Fund \$64,094.51							
Water Fund			\$35,667.42				
Motor Fuel Tax Fund			\$42,126.60				
Stormwater Management F	und						
State Drug Forfeiture Fund							
Special Service Area Tax Fu	\$208.50						
Impact Fee Expenditures							
Capital Improvement Fund			\$9,044.32				
Cannabis Fund							
DUI Technology Fund							
Federal Equitable Sharing F	- und						
	Subtotal:		\$151,141.35				
			<u> </u>				
General Fund Payroll	02/20/25	\$	308,650.81				
Water Fund Payroll	02/20/25	\$	37,339.87				
	Subtotal:	\$	345,990.68				

	Total to be Approved by City Council:	\$497,132.03
Approva	als:	
Joseph /	A. Marchese, Mayor	
JoAnne	E. Ragona, City Clerk	
Michael	J. Coren, Treasurer	

CITY OF DARIEN Expenditure Journal General Fund Administration

From 2/19/2025 Through 3/3/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	ENDPOINT MGMT	AP030325	4325	Consulting/Professional	213.28
AIS	BACK UP SERVICE- MARCH 2025	AP030325	4325	Consulting/Professional	1,550.00
AIS	SECURE EMAIL- MARCH 2025	AP030325	4325	Consulting/Professional	15.50
AIS	PROFESSIONAL SERVICES - MARCH 2025	AP030325	4325	Consulting/Professional	8,021.49
AIS	LASERFICHE- POLICE DEPT	AP030325	4325	Consulting/Professional	951.18
AIS	NEW HIRE- CIDLIK	AP030325	4325	Consulting/Professional	951.18
AIS	ADOBE LICENSE- MARIA G	AP030325	4325	Consulting/Professional	287.88
AIS	ADOBE LICENSE- LISA K	AP030325	4325	Consulting/Professional	287.88
CAROL MALLERS	REIMBURSEMENT- 2025 COY CENTERPIECES	AP030325	4239	Public Relations	800.00
CHRONICLE MEDIA LLC	PZC2024-14 (8226 Cass Ave) TRUE NORTH ENERGY	AP030325	4221	Legal Notices	94.50
CHRONICLE MEDIA LLC	Public Hearing- Prohibit Short Term Rentals	AP030325	4221	Legal Notices	52.50
COMCAST BUSINESS	FAX MACHINE CITY HALL	AP030325	4267	Telephone	72.19
COMCAST BUSINESS	CABLE TV FOR CITY HALL	AP030325	4267	Telephone	53.35
LANA JOHNSON	REIMBURSEMENT- 2025 COY BOUONNIERS /CORSAGES	AP030325	4239	Public Relations	337.79
OCCUPATIONAL HEALTH CENTERS	CIDLIK /PRE-EMPLOYMENT SCREEN	AP030325	4219	Liability Insurance	77.00
ODP BUSINESS SOLUTIONS	OFFICE SUPPLIES FOR CH	AP030325	4253	Supplies - Office	53.40
PITNEY BOWES INC	INK AND TAPES FOR POSTAGE MACHINE	AP030325	4233	Postage/Mailings	199.18

Date: 2/26/25 03:37:44 PM

CITY OF DARIEN Expenditure Journal General Fund Administration

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
				Total Administration	14.018.30

CITY OF DARIEN

Expenditure Journal

General Fund City Council

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
IL STATE POLICE	LIQUOR LICENSE FINGERPRINTING- DANIEL TRUJILLO	AP030325	4205	Boards and Commissions	27.00
SUNCOM TV	CITY COUNCIL MEETING 1-20-25 / ASSIST 1-6-25	AP030325	4206	Cable Operations	385.00
				Total City Council	412.00

CITY OF DARIEN

Expenditure Journal

General Fund

Community Development From 2/19/2025 Through 3/3/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	1st GRADING PLAN REVIEW- 6925 CLARENDON HILLS RD	AP030325	4328	Conslt/Prof Reimbursable	307.12
CHRISTOPHER B. BURKE ENG, LTD	SITE VISITRE-DEVELOPME REVIEW	AP030325	4328	Conslt/Prof Reimbursable	1,407.39
ODELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL FEES- DEC 2024	AP030325	4219	Liability Insurance	770.00
				Total Community Development	2,484.51

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1710 PLAINFIELD RD, DARIEN	AP030325	4223	Maintenance - Building	57.75
ALARM DETECTION SYSTEMS INC	ALARM DETECTION - 1702 PLAINFIELD RD, DARIEN	AP030325	4223	Maintenance - Building	57.75
CARLSEN'S ELEVATOR SERVICES	ASSIST IN FIRE ALARM INSPECTION	AP030325	4223	Maintenance - Building	242.55
CENTRAL SOD FARMS	PALLETS 4-16-24	AP030325	4257	Supplies - Other	30.00
CENTRAL SOD FARMS	PALLETS 4-19-24	AP030325	4257	Supplies - Other	30.00
CENTRAL SOD FARMS	PALLET 5-17-24	AP030325	4257	Supplies - Other	15.00
CENTRAL SOD FARMS	PALLETS 5-31-24	AP030325	4257	Supplies - Other	30.00
CENTRAL SOD FARMS	PALLET 9-30-24	AP030325	4257	Supplies - Other	15.00
CENTRAL SOD FARMS	PALLET 10-2-24	AP030325	4257	Supplies - Other	15.00
CENTRAL SOD FARMS	PALLETS 10-10-24	AP030325	4257	Supplies - Other	30.00
CENTRAL SOD FARMS	CREDIT 10-31-24	AP030325	4257	Supplies - Other	(45.00)
CHRISTOPHER B. BURKE ENG, LTD	BURN PREP /VEG MGMT - DALE ROAD WETLAND BASIN	AP030325	4325	Consulting/Professional	1,320.50
CHRISTOPHER B. BURKE ENG, LTD	GEN ENGINEERING- KEARNEY ROAD	AP030325	4325	Consulting/Professional	1,673.00
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 2-21-25	AP030325	4219	Liability Insurance	154.63
GRAINGER	STORAGE CABINET PW	AP030325	4223	Maintenance - Building	639.86
GRAINGER	RUNNERS FOR SHOP /MECHANIC	AP030325	4223	Maintenance - Building	927.32
GRAINGER	STORAGE CABINET PW	AP030325	4223	Maintenance - Building	557.43
GREAT LAKES DISTRIBUTING INC	HOSE FOR PRESSURE WASHER	AP030325	4223	Maintenance - Building	235.00
HENDERSON PRODUCTS, INC.	CYLINDER FOR #105	AP030325	4229	Maintenance - Vehicles	989.64
I.R.M.A.	DEDUCTIBLE- JAN 2025	AP030325	4219	Liability Insurance	7,500.00
IMPACT NETWORKING, LLC	COPIER OVERAGE -(1-18-25 thru 2-17-25) 1041 S FRONTAGE RD	AP030325	4225	Maintenance - Equipment	228.13

CITY OF DARIEN Expenditure Journal General Fund Public Works, Streets

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
JSN CONTRACTORS SUPPLY	SAFETY GLOVES & GLASSES	AP030325	4219	Liability Insurance	441.90
K-FIVE HODKINS LL	COLD PATCH	AP030325	4257	Supplies - Other	1,600.00
K-TECH SPECIALTY COATINGS LLC	BEET HEET DE-ICER	AP030325	4257	Supplies - Other	7,988.23
K-TECH SPECIALTY COATINGS LLC	BEET HEET DE-ICER	AP030325	4257	Supplies - Other	8,427.79
LRS, LLC	TRASH PICK UP 1-14-25	AP030325	4223	Maintenance - Building	45.00
OREILLY AUTOMOTIVE, INC.	CLEANING SUPPLIES	AP030325	4225	Maintenance - Equipment	46.46
PIRTEK	HOSES FOR #108	AP030325	4229	Maintenance - Vehicles	440.87
PIRTEK	STOCK PARTS	AP030325	4229	Maintenance - Vehicles	37.61
RAGS ELECTRIC	ELECTRICAL WORK AT POLICE STATION	AP030325	4223	Maintenance - Building	1,195.50
RED WING SHOES	BOOTS- PISCITIELLO	AP030325	4269	Uniforms	250.00
RED WING SHOES	BOOTS: LEPIC	AP030325	4269	Uniforms	250.00
SITE ONE LANDSCAPE SUPPLY	JET BLUE ICE MELT	AP030325	4223	Maintenance - Building	1,048.60
STATE CHEMICAL SOLUTIONS	MAINTENANCE SUPPLIES FOR PW	AP030325	4223	Maintenance - Building	767.69
TITAN SAFETY MANAGEMENT INC	LOCK OUT TAG OUT TRAINING	AP030325	4219	Liability Insurance	217.23
WHOLESALE DIRECT, INC.	STOCK PARTS	AP030325	4225	Maintenance - Equipment	1,167.94
				Total Public Works, Streets	38,628.38

CITY OF DARIEN Expenditure Journal General Fund Police Department From 2/19/2025 Through 3/3/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PD	AP030325	4219	Liability Insurance	25.89
CURRENT TECHNOLOGIES CORP	SOFTWARE RENEWAL- VIDEO SURVEILLANCE	AP030325	4225	Maintenance - Equipment	1,337.35
FBI NATIONAL ACADEMY ASSOC.	NORTON- MEMBERSHIP DUES	AP030325	4213	Dues and Subscriptions	125.00
GENUINE PARTS COMPANY INC	OIL FILTER FOR PD	AP030325	4229	Maintenance - Vehicles	24.12
HUUSO	DECONTAMINATE AND SANITIZE BOOKING ROOM	AP030325	4225	Maintenance - Equipment	95.00
HUUSO	DECONTAMINATE AND SANITIZE BOOKING ROOM 1-27-25	AP030325	4225	Maintenance - Equipment	95.00
I.R.M.A.	DEDUCTIBLE- JAN 2025	AP030325	4219	Liability Insurance	2,500.00
I.R.M.A.	DEDUCTIBLE- JAN 2025	AP030325	4219	Liability Insurance	(25.00)
KING CAR WASH	CAR WASHES -JAN 2025	AP030325	4229	Maintenance - Vehicles	319.50
LERMI	R GONZALEZ- 2025 LERMI MEMBERSHIP	AP030325	4213	Dues and Subscriptions	40.00
LIABILITY EDUCATION SOLUTIONS	IN HOUSE TRAINING FEE FOR SAFE T ACT and POLICE LIABILITY	AP030325	4263	Training and Education	3,000.00
LUKE SOMOGYE	SOMOGYE- LIGHT FOR SWAT HELMET	AP030325	4269	Uniforms	74.95
MCKESSON MEDICAL-SURGICAL GOVT	EXAM GLOVES	AP030325	4219	Liability Insurance	228.57
PORTER LEE CORPORATION	BARCODE LABELS FOR BEAST	AP030325	4217	Investigation and Equipment	125.94
SECOND CHANCE CARDIAC SOLUIONS	CPR PADZ	AP030325	4219	Liability Insurance	585.00
				Total Police Department	8,551.32
				Total General Fund	64,094.51

CITY OF DARIEN Expenditure Journal Water Fund Public Works, Water

From 2/19/2025 Through 3/3/2025

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
AIS	BEUSSE -SCADA LAPTOP	AP030325	4815	Equipment	1,357.22
ALARM DETECTION SYSTEMS INC	ALARM DETECTION - 1702 PLAINFIELD RD, DARIEN	AP030325	4223	Maintenance - Building	57.75
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1710 PLAINFIELD RD, DARIEN	AP030325	4223	Maintenance - Building	57.75
ALEXANDER CHEMICAL CORPORATION	CHLORINE	AP030325	4241	Quality Control	457.68
CORE & MAIN	TAPPING SLEEVES	AP030325	4231	Maintenance - Water System	902.00
DYNEGY ENERGY SERVICES	ENERGY-9S720 LEMONT RD	AP030325	4271	Utilities (Elec,Gas,Wtr,Sewer)	141.21
DYNEGY ENERGY SERVICES	ENERGY-67TH RIDGE	AP030325	4271	Utilities (Elec,Gas,Wtr,Sewer)	310.12
DYNEGY ENERGY SERVICES	ENERGY-18W736 MANNING	AP030325	4271	Utilities (Elec,Gas,Wtr,Sewer)	119.22
DYNEGY ENERGY SERVICES	ENERGY- 1220 PLAINFIELD RD	AP030325	4271	Utilities (Elec,Gas,Wtr,Sewer)	3,737.73
EJ USA, INC.	FIRE HYDRANTS	AP030325	4231	Maintenance - Water System	7,910.32
EJ USA, INC.	HYDRANT ACCESSORIES	AP030325	4231	Maintenance - Water System	661.74
FERGUSON WATERWORKS #2516	FIRE HYDRANTS	AP030325	4231	Maintenance - Water System	7,888.90
GENUINE PARTS COMPANY INC	RADIATOR HOSE FOR #404	AP030325	4229	Maintenance - Vehicles	(92.33)
GENUINE PARTS COMPANY INC	RADIATOR HOSE FOR #404	AP030325	4229	Maintenance - Vehicles	92.33
GENUINE PARTS COMPANY INC	HOSE FOR #404	AP030325	4229	Maintenance - Vehicles	89.48
I.R.M.A.	DEDUCTIBLE- JAN 2025	AP030325	4219	Liability Insurance	595.86
I.R.M.A.	UNDERGROUND STORAGE TANKS	AP030325-2	4219	Liability Insurance	3,704.76
JSN CONTRACTORS SUPPLY	SAFETY GLOVES & GLASSES	AP030325	4219	Liability Insurance	441.90
K-FIVE HODKINS LL	COLD PATCH	AP030325	4231	Maintenance - Water System	1,600.00
SERVICE INDUSTRIAL SUPPLY INC.	PUMP HOSES	AP030325	4231	Maintenance - Water System	474.40
TITAN SAFETY MANAGEMENT INC	LOCK OUT TAG OUT TRAINING	AP030325	4219	Liability Insurance	217.23

Date: 2/26/25 03:37:44 PM

CITY OF DARIEN Expenditure Journal Water Fund Public Works, Water

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
UNDERGROUND PIPE & VALVE CO.	PARTS FOR WATER SYSTEM MAINTENANCE	AP030325	4231	Maintenance - Water System	1,025.00
VERIZON WIRELESS	SCADA	AP030325	4267	Telephone	181.15
VULCAN CONSTRUCTION MATERIALS	STONE 2-7-25	AP030325	4231	Maintenance - Water System	3,736.00
				Total Public Works, Water	35,667.42
				Total Water Fund	35,667.42

CITY OF DARIEN Expenditure Journal Motor Fuel Tax MFT Expenses

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
COM ED	9845228000 7033 CLARENDON HILLS RD LIGHTING	AP030325	4840	Street Lights	7.00
COM ED	7953012222 6701 CLARENDON HILLS RD ST LIGHT	AP030325	4840	Street Lights	91.17
CONSTELLATION NEW ENERGY, INC.	2510 ABBEY DR	AP030325	4840	Street Lights	2,099.32
CONSTELLATION NEW ENERGY, INC.	0 CASS AVE RT/25 N OF JAMES PETER CT	AP030325	4840	Street Lights	44.42
CONSTELLATION NEW ENERGY, INC.	SW CORNER 75TH ADAMS	AP030325	4840	Street Lights	1,187.25
CONSTELLATION NEW ENERGY, INC.	CASS /75TH ST LEGS STR LGT	AP030325	4840	Street Lights	861.30
CONSTELLATION NEW ENERGY, INC.	SW CORNER 75TH PLAINFIELD RD	AP030325	4840	Street Lights	785.69
CONSTELLATION NEW ENERGY, INC.	CASS ST LITE RT/25 CONTROLLER FRONTAGE RD	AP030325	4840	Street Lights	87.88
MORTON SALT, INC.	ROCK SALT 2-14-25	AP030325	4249	Salt	9,976.50
MORTON SALT, INC.	ROCK SALT 2-13-25	AP030325	4249	Salt	26,986.07
				Total MFT Expenses	42,126.60
				Total Motor Fuel Tax	42,126.60

CITY OF DARIEN

Expenditure Journal

Special Service Area Tax Fund

SSA Expenditures

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	BURN PREP & REPORT- TARA HILL	AP030325	4325	Consulting/Professional	208.50
				Total SSA Expenditures	208.50
				Total Special Service Area Tax Fund	208.50

CITY OF DARIEN

Expenditure Journal

Capital Improvement Fund

Capital Fund Expenditures

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
CHRISTOPHER B. BURKE ENG, LTD	BID BOOKLET-RECONNAIS / 2025 ROAD PROGRAM	AP030325	4325	Consulting/Professional	1,719.32
CHRISTOPHER B. BURKE ENG, LTD	GEOTECHNICAL INVESTIGATION- 2025 ROAD PROGRAM	AP030325	4325	Consulting/Professional	6,795.00
CHRISTOPHER B. BURKE ENG, LTD	PRE-FINAL PLANS -PLAINFIELD RD RETAINING WALL	AP030325	4390	Capital Improv-Infrastructure	530.00
				Total Capital Fund Expenditures	9,044.32
				Total Capital Improvement Fund	9,044.32
Report Total					151,141.35



AGENDA MEMO

City Council March 3, 2025

ISSUE STATEMENT

A <u>resolution</u> authorizing the purchase of (2) Body Worn Cameras and (1) Multi-Bay Docking Station with license agreements from Axon Enterprises, Inc in the amount not to exceed \$11,000 using federal equitable sharing funds account 17-41-4225.

BACKGROUND/HISTORY

Currently the Police Department does not have any spare body worn cameras (BWC). The (2) additional body worn cameras and (1) charging/docking station will serve as critical replacements in case any of the existing cameras require repair or maintenance. This purchase will ensure uninterrupted camera coverage for the officers during their shifts. In addition, the police department is authorized for 36 officers but only has 34 BWCs. This leaves the Chief and Deputy Chief without dedicated cameras. They currently have to borrow cameras from other officers when needed which is not an ideal situation for accountability and consistent documentation.

We're asking for sole source for the purchase from Axon Enterprises, Inc. There are many vendors for BWCs, however, we do not want a number of disparate systems as that creates problems for our officers. All of the current department BWCs were purchased from Axon Enterprises, Inc. Axon provides enough space for all video and digital evidence.

The Darien Police Department is a proud participant in the United States Department of Justice and the United States Department of Treasury Equitable Sharing Program for State and Local Law Enforcement Agencies. For the last two years the Darien Police Department has participated in federal task forces whose goal is to stem the flow of illegal narcotics into the Chicago metropolitan area which is one of the major hubs for illegal narcotics coming into the United States. It is the goal of this program to not only cut off the flow of illegal narcotics into the area, but to take away and use the tools, proceeds and property derived from any criminal activity against the offenders. These seized tools, proceeds and property are ultimately a deterrent to criminal activity and an enhancement to law enforcement. Under the Guidelines of the Equitable Sharing Program, the funds received cannot be used to replace or supplant the police department's regularly budgeted monies but augment the police budget. These seized monies may only be used by the police department in order to augment the police budget. This purchase meets the Guidelines of the Equitable Sharing Program and will provide an important tool for the police department that otherwise would not be available without participation in the Equitable Sharing Program. The cash balance of this fund is \$217,422 as of January 31, 2025.

STAFF/COMMITTEE RECOMMENDATION

Committee recommends the purchase of (2) Body Worn Cameras and (1) Multi-Bay Docking Station with license agreements from Axon Enterprises, Inc. in the amount not to exceed \$11,000 using federal equitable sharing funds account 17-41-4225.

ALTERNATE CONSIDERATION As recommended.

<u>DECISION MODE</u>This item will be placed on the March 3, 2025 City Council agenda for consideration.

Quote Expiration: 01/31/2025



Axon Enterprise, Inc. 17800 N 85th St. Scottsdale, Arizona 85255 United States VAT: 86-0741227 Domestic: (800) 978-2737 International: +1.800.978.2737

→

Issued: 01/21/2025

Estimated Contract Start Date: 03/01/2025

Account Number: 112374
Payment Terms: N30
Delivery Method:

. TO
en Police Dept IL Plainfield Rd en 1-5044 I:

PRIMARY CONTACT	SALES REPRESENTATIVE
Michael Lorek Phone: 630-353-8335 Email: mlorek@darienil.gov Fax:	Matthew Moore Phone: (480) 905-2068 Email: mmoore@axon.com Fax: (480) 905-2068

Quote Summary

Program Length	36 Months
TOTAL COST	\$10,629.02
ESTIMATED TOTAL W/ TAX	\$10.629.02

Discount Summary

Average Savings Per Year	\$342.24
TOTAL SAVINGS	\$1,026.72

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Payment Summary

Date	Subtotal	Tax	Total
Feb 2025	\$6,578.45	\$0.00	\$6,578.45
Feb 2026	\$2,025.28	\$0.00	\$2,025.28
Feb 2027	\$2,025.29	\$0.00	\$2,025.29
Total	\$10,629.02	\$0.00	\$10,629.02

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Quote Unbundled Price:\$11,655.74Quote List Price:\$10,629.02Quote Subtotal:\$10,629.02

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program	<u>'</u>								
BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	36	\$59.43	\$34.65	\$34.65	\$1,247.40	\$0.00	\$1,247.40
BWCamTAP	Body Worn Camera TAP Bundle	2	36	\$34.34	\$32.47	\$32.47	\$2,337.84	\$0.00	\$2,337.84
A la Carte Hardware									
AB3C	AB3 Camera Bundle	2			\$829.00	\$829.00	\$1,658.00	\$0.00	\$1,658.00
AB3MBD	AB3 Multi Bay Dock Bundle	1			\$1,638.90	\$1,638.90	\$1,638.90	\$0.00	\$1,638.90
A la Carte Software									
73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	2	36		\$5.20	\$5.20	\$374.40	\$0.00	\$374.40
73682	AXON EVIDENCE - AUTO TAGGING LICENSE	2	36		\$10.41	\$10.41	\$749.52	\$0.00	\$749.52
73739	AXON PERFORMANCE - LICENSE	2	36		\$10.41	\$10.41	\$749.52	\$0.00	\$749.52
73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	2	36		\$10.41	\$10.41	\$749.52	\$0.00	\$749.52
BasicLicense	Basic License Bundle	2	36		\$15.61	\$15.61	\$1,123.92	\$0.00	\$1,123.92
Total							\$10,629.02	\$0.00	\$10,629.02

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB3 Camera Bundle	11534	AXON BODY - CABLE - USB-C TO USB-A (AB3 OR FLEX 2)	3	1	02/01/2025
AB3 Camera Bundle	73202	AXON BODY 3 - CAMERA - NA10 US BLK RAPIDLOCK	2	1	02/01/2025
AB3 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	3	1	02/01/2025
AB3 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	02/01/2025
AB3 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	02/01/2025
AB3 Multi Bay Dock Bundle	74210	AXON BODY 3 - DOCK - EIGHT BAY	1	1	02/01/2025
Body Worn Camera Multi-Bay Dock TAP Bundle	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	1	1	02/01/2028
Body Worn Camera TAP Bundle	73309	AXON BODY - TAP REFRESH 1 - CAMERA	2	1	02/01/2028

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	2	03/01/2025	02/29/2028
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	2	03/01/2025	02/29/2028
A la Carte	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	2	03/01/2025	02/29/2028
A la Carte	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	2	03/01/2025	02/29/2028
A la Carte	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	2	03/01/2025	02/29/2028
A la Carte	73739	AXON PERFORMANCE - LICENSE	2	03/01/2025	02/29/2028

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Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Body Worn Camera Multi-Bay Dock TAP Bundle	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	1	02/01/2026	02/29/2028
Body Worn Camera TAP Bundle	80464	AXON BODY - TAP WARRANTY - CAMERA	2	02/01/2026	02/29/2028

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Shipping Locations

Location Number	Street	City	State	Zip	Country
1	1710 Plainfield Rd	Darien	IL	60561-5044	USA

Payment Details

Feb 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	AB3C	AB3 Camera Bundle	2	\$1,658.00	\$0.00	\$1,658.00
Upfront	AB3MBD	AB3 Multi Bay Dock Bundle	<u>-</u> 1	\$1.638.90	\$0.00	\$1,638.90
Year 1	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	2	\$167.57	\$0.00	\$167.57
Year 1	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	2	\$335.45	\$0.00	\$335.45
Year 1	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	2	\$335.45	\$0.00	\$335.45
Year 1	73739	AXON PERFORMANCE - LICENSE	2	\$335.45	\$0.00	\$335.45
Year 1	BasicLicense	Basic License Bundle	2	\$503.02	\$0.00	\$503.02
Year 1	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$558.28	\$0.00	\$558.28
Year 1	BWCamTAP	Body Worn Camera TAP Bundle	2	\$1,046.33	\$0.00	\$1,046.33
Total		,		\$6,578.45	\$0.00	\$6,578.45
Mar 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$0.00	\$0.00	\$0.00
Invoice Upon Fulfillment	BWCamTAP	Body Worn Camera TAP Bundle	2	\$0.00	\$0.00	\$0.00
Total	Birodinira	Body Wolff Callida IV. Ballalo		\$0.00	\$0.00	\$0.00
. ota.				40.00	40.00	ψ0.00
Feb 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	2	\$103.42	\$0.00	\$103.42
Year 2	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	2	\$207.03	\$0.00	\$207.03
Year 2	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	2	\$207.03	\$0.00	\$207.03
Year 2	73739	AXON PERFORMANCE - LICENSE	2	\$207.03	\$0.00	\$207.03
Year 2	BasicLicense	Basic License Bundle	2	\$310.45	\$0.00	\$310.45
Year 2	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	1	\$344.56	\$0.00	\$344.56
Year 2	BWCamTAP	Body Worn Camera TAP Bundle	2	\$645.76	\$0.00	\$645.76
Total				\$2,025.28	\$0.00	\$2,025.28
Feb 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	2	\$103.42	\$0.00	\$103.42
Year 3	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	2	\$207.03	\$0.00	\$207.03
Year 3	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	2	\$207.03	\$0.00	\$207.03
Year 3	73739	AXON PERFORMANCE - LICENSE	2	\$207.03	\$0.00	\$207.03
Year 3	BasicLicense	Basic License Bundle	2	\$310.45	\$0.00	\$310.45
Year 3	BWCamMBDTAP	Body Worn Camera Multi-Bay Dock TAP Bundle	<u>-</u> 1	\$344.56	\$0.00	\$344.56
Year 3	BWCamTAP	Body Worn Camera TAP Bundle	2	\$645.77	\$0.00	\$645.77
Total		,		\$2,025.29	\$0.00	\$2,025.29

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Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

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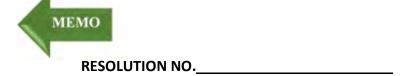
Signature

Date Signed

1/21/2025



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CITY ATTORNEY

A RESOLUTION TO APPROVE THE PURCHASE OF (2) BODY WORN CAMERAS AND (1) MULTI-BAY DOCKING STATION WITH LICENSE AGREEMENTS FROM AXON ENTERPRISES INC. USING DEPARTMENT OF JUSTICE AWARD MONEY IN THE AMOUNT NOT TO EXCEED \$11,000.

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

SECTION 1: The City Council of the City of Darien hereby authorizes the City Administrator to approve the purchase of (2) body worn cameras and (1) multi-bay docking station with licensing agreements from Axon Enterprises, Inc. using Department of Justice award money in the amount not to exceed \$11,000.

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 3rd day of March, 2025.

AYES:

NAYS:

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 3rd day of March 2025.

JOSEPH A. MARCHESE, MAYOR
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:



AGENDA MEMO City Council March 3, 2025

ISSUE STATEMENT

A <u>Resolution</u> approving Intergovernmental Agreements between the Darien Park District and the City of Darien for the use of Westwood Park for Darien Fest, Summer Concert Series, NNO, and Oktoberfest in 2025.

BACKGROUND/HISTORY

In 2024, the City conducted the Darien Fest, summer concerts, National Night out, and Oktoberfest at Westwood Park. Attached and labeled, Exhibits A-F, are the agreements to hold these events at Westwood Park in 2025. The agreements are in substantially the same format as 2024.

Additionally, the updated advertising guideline for the Darien Park District is attached and labeled **Attachment A**. These guidelines will be followed for soliciting sponsors for events at the Darien Park District.

STAFF/COMMITTEE RECOMMENDATION

Administrative/Finance Committee recommends approval of the agreements.

ALTERNATE CONSIDERATION

As directed.

DECISION MODE

This item will on the March 3, 2025, City Council Agenda for consideration.



DARIEN PARK DISTRICT ADVERTISING GUIDELINES

PURPOSE: The purpose of allowing advertising in or upon Darien Park District (the "Park District") brochures, website, and/or other Park District property is not to provide a public forum for dissemination, debate or discussion of public issues, but to provide additional opportunities for revenues to support other programs and services, and to minimize the burden on Park District tax payers. It is the intent of the Park District to provide guidelines and standards for advertising that are to be applied consistently and within constitutional and legal parameters. The purpose of seeking additional revenue must be balanced with the Park District's need to protect the health, safety, and welfare of Park District residents exposed to such advertising, many of whom are minors.

Sponsorship opportunities will not be extended to any organization whose mission, products or services are in conflict with the mission and values of the Darien Park District or whose programs or services compete with District offerings.

GUIDELINES: Advertising in Park District brochures, website and/or upon Park District property is subject to the following policy and guidelines:

- 1. Each sponsor shall indemnify and hold the Park District, its officials, officers, employees, representatives, and agents harmless and assume all liability for content of advertising, and assume all responsibility for any claims, demands, liabilities, and causes of action of any kind arising from the sponsor's advertising, including attorneys' fees and court cost associated with defending against such claims.
- 2. All advertising must be truthful. False, deceptive or misleading advertising is not permitted. All advertising must comply with all applicable laws and regulations. Advertising offering premiums or gifts must not misstate their value. Advertising may not infringe and/or otherwise constitute a wrongful use of any copyright, trade or service mark, title, or slogan, registered industrial design, and/or any other right of third party.
- 3. If an advertisement contains a testimonial then, upon request, the sponsor shall provide to the Park District documentation that the person making the testimonial has authorized its use in the advertisement. The sponsor must indemnify the Park District against any legal action by any person quoted or referred to in any testimonial advertisement. Such indemnity shall be in a form and substance acceptable to the Park District.
- 4. Advertisements advocating or proposing transactions which would constitute unlawful discrimination, or which would be illegal for any other reason, are not permitted. Advertisements which are directed at inciting or producing imminent lawless or discriminatory action and which are likely to incite or produce such action are not permitted. Advertisements containing profanity, defamatory or inflammatory statements

directed to any individual or group, including but not limited to statements based on a person's or people's race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital or parental status, military discharge status, source of income, or any other basis of discrimination prohibited by federal and/or Illinois law are not permitted.

- 5. Advertising for any article, the possession of which is prohibited by Illinois law is not permitted. Advertising of inherently dangerous products is not permitted. Advertising that encourage persons to refrain from using safety precautions normally used in an activity is not permitted.
- 6. Because Park District brochures are disseminated to all households in the Park District, and advertisements on Park District property are seen by children, advertising for tobacco products, cannabis products, alcohol beverage products and/or gaming/gambling is not permitted; advertising for products or services that include massage parlors, escort services and/or matters with sexual overtones is not permitted; advertising containing copy and/or art which is legally obscene or otherwise sexually explicit is not permitted; and copy and/or art which portrays violent acts or other graphic violence, including the depiction of bodies, body parts and fetuses which are in states of mutilation, dismemberment, disfigurement and/or decomposition, is not permitted.
- 7. No implied or declared endorsement of any product or service by the Park District is permitted.
- 8. Use of Park District graphics, explicit Park District representations or indirect references to the Park District or its employees in advertising is not permitted.
- 9. No advertisements of a political nature or containing statements of public policy, opinion or public matters are permitted.
- 10. All advertising must comply with all applicable State, Federal and local laws and with all ordinances, rules, regulations, requirements, and specifications promulgated by the Darien Park District and/or the City of Darien.
- 11. All advertising must be produced through a process that ensures reproduction of good quality, on materials of specific quality and size, all according to uniform specifications promulgated by the Park District.
 - 12. The Park District shall not be liable for errors in advertisements or for its decision to allow or not allow any specific advertising, which decision shall be made in the sole discretion of the Park District.
- 13. The Park District reserves the right to reject any advertising that does not comply with these guidelines. The Park District Executive Director or her designee shall make the final determination as to whether advertising complies with these guidelines.

- 14. The Park District requires any outside renter/user of facilities to comply with all of the rules and requirements listed herein, and all outside or third party advertising must be approved by Park District staff at least ten days prior to the event. Any third party advertisements (i.e., those sponsorships and/or advertisements obtained by a user of the Park District facilities), must also comply with any and all of the rules and requirements listed herein. If said approval is not sought from the Park District at least ten days prior to the event, any sponsorships and/or advertisements added after the ten day period will not be allowed.
- 15. Any renter or user of the Park District facilities who conducts a business expo of any kind is subject to all requirements stated herein for the renter/user's sponsors, advertisers and participants. It is the duty of the person or entity using the Park District facilities for any such business expo to ensure any and all participants in the event are aware of the Park District guidelines set forth herein.
- 16. Except as provided in this Section 14, advertising in Park District brochures, website and/or on other Park District property shall be limited to Park District sponsors who have entered a sponsorship agreement or similar agreement with the Park District and shall be subject to the terms of said agreement and these guidelines. Nothing herein shall be construed as preventing the following:
- (a) Use of banners, placards, and attended temporary signs in public parks during park hours provided that they do not unreasonably interfere with the public's use of said park and comply with Darien Park District Ordinances and any City of Darien Ordinances; and
 - (a) Hand billing and other dissemination of lawful printed material and/or communications in public parks; however, the Park District may limit handbilling to entrances and exits to Park District property and/or from booths during Park District events to avoid unreasonable interference with Park District events and/or the public's use of Park District property.
- 17. The Park District Board of Commissioners reserves the right to amend these guidelines at any time.
- 18. Any and all final approvals for any form of advertising on Darien Park District property shall be issued in the sole discretion of the Darien Park District.



A RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENTS BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR DARIEN FEST, SUMMER CONCERT SERIES, NNO AND OKTOBERFEST IN 2025

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU

PAGE COUNTY, ILLINOIS, as follows:

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating the annual Darien Fest, summer concert series, National Night Out, and Oktoberfest for the year 2025 to take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Events subject to the terms of this AGREEMENT; and

WHEREAS, the PARK DISTRICT and the CITY believe the Events will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, concerts, family gatherings, and other recreation; and

SECTION 1: The City Council of the City of Darien hereby authorizes approval of the Agreements, and authorizes the Mayor to sign the agreements, subject to attorney final review, a copy of which is attached hereto as "**Exhibits A,B,C,D,E,F**" and is by this reference expressly incorporated herein.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE

COUNTY, ILLINOIS, this 3 rd	day of March 2025
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE	MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY
ILLINOIS, this 3 rd day of Mar	rch 2025.
	JOSEPH MARCHESE, MAYOR

RESOLUTION NO:
ATTEST:
JOANNE E. RAGONA, CITY CLERK
APPROVED AS TO FORM:
CITY ATTORNEY



INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR DARIEN FEST IN 2025

Approved by Cit	.				
This INTERGOVERNMENTA	AL AGREEMENT	(hereinafter	referred	to a	as the
"AGREEMENT") is entered into this	day of		2025, by	and be	etweer
the Darien Park District, an Illinois pa					
60561 (THE "PARK DISTRICT") and	the CITY OF DARI	EN, an Illino	is home ru	le mu	nicipal
corporation located at 1702 Plainfield F					
referred to as "PARTY", and collectivel		•	,		

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating the annual Darien Fest for the year 2025 to take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, concerts, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on August 8, 9 and 10th, 2025, and for dates established for setup of the Event pursuant to Section 2.13 (the "Event Dates") at the following times:

Friday: 6PM-10PM Saturday: 1PM-10PM

Sunday: 1PM-9PM

- 2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:
- A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for- Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.
- B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.

- C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.
- D. "Staff Representative" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") shall submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates, naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

- 2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.
- 2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.
- 2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

2.6 CITY'S police department shall establish a written emergency evacuation plan for the Event in case of inclement weather. This plan must be reviewed and approved by the PARK DISTRICT Safety Committee staff, and, upon approval, CITY shall provide copies of said plan to all persons associated with the operation of the Event, including but not limited to the Darien Police Department and the PARK DISTRICT. CITY is responsible for compliance with the

emergency evacuation plan, monitoring weather conditions and determining whether the Event should be suspended or cancelled due to inclement weather or other cause. This plan is due to the PARK DISTRICT no later than July 18, 2025.

- 2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.
- 2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.
- 2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.
- 2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.
- 2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.
- 2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than July 18, 2025. Any and all insurance certificates shall specifically cover any and all vehicles Y including, but not limited to, personal vehicles of employees, agents and officials of CITY for any purpose related to the Event.
- 2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place, to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location of carnival rides and all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.
- A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives of each Party.

- 2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.
- 2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol

permits to the PARK DISTRICT by July 18, 2025.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements of failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and

agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.
- (ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.
- (ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such ad UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or

assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0. NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 et seq. As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By:	Attest:	
Mayor	City Clerk	
Date:		

DARIEN PARK DISTRICT

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED [TO BE PROVIDED]

Vendor	Insurance Provided	Amount
-		

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED [TO BE PROVIDED]

Insurance Provided	Amount
	Insurance Provided

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT FORMS ATTACHED [TO BE PROVIDED]

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR THE JUNE 26, 2025 CONCERT

Approved by City Resolution No							
This	INTERGOVERNMENTAL	AGREEMENT	(hereinafter	referred	to	as	the
"AGREEME	NT") is entered into this	day of	, 202	25, by and	betw	een	the
Darien Park	District, an Illinois park distric	ct located at 7301	Fairview Ave	enue, Darie	n, IL	605	561
(THE "PAR	K DISTRICT") and the CIT	ΓY OF DARIEN	I, an Illinois	home rule	e mu	ınici	pal
corporation 1	ocated at 1702 Plainfield Ro	ad, Darien, IL 60	0561 (THE "	CITY"), e	ach r	nay	be
referred to in	dividually as "PARTY", and c	ollectively referre	ed to as "PAR"	TIES".			

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor concert on June 26, 2025, take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.0 The PARK DISTRICT grants the CITY a limit	ed license for	purposes of the
CITY hosting the Event on June 26, 2025, from the hours of	to	and for
dates established for setup of the Event pursuant to Section 2.13 (th	e "Event Date	es).

- 2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:
- A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for- Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.
- B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.
- C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.
- D. "Staff Representative" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

- 2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.
- 2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.
- 2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

- 2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors,

guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

- 2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.
- 2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.
- 2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.
- 2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.
- 2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place, to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.
- A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives of each Party.
- 2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.
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CITY shall obtain insurance of the types and in the amounts listed below.

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Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by , 2025.

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If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

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If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements of failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

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satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

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- (ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

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3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such ad UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT Executive Director, Stephanie Gurgone

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4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless

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5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0. NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law

and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 et seq. As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By:	Attest:	
Mayor	City Clerk	
Data		
Date:		

DARIEN PARK DISTRICT

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED [TO BE PROVIDED]

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED [TO BE PROVIDED]

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT FORMS ATTACHED [TO BE PROVIDED]

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR THE JULY 31, 2025 CONCERT

Approved by	y City	Resolution	No.
-------------	--------	------------	-----

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this ______ day of ______, 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY"), each may be referred to individually as "PARTY", and collectively referred to as "PARTIES".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor concert on July 31, 2025, take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.0 The PARK DI	STRICT grants the CITY	a limited license f	or purposes of the
CITY hosting the Event on July 3	31, 2025, from the hours of	fto _	and for
dates established for setup of the l	Event pursuant to Section 2	2.13 (the "Event Da	ates).

- 2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:
- A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for- Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.
- B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.
- C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.
- D. "Staff Representative" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

- 2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.
- 2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.
- 2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

- 2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors,

guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

- 2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.
- 2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.
- 2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.
- 2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.
- 2.12. CITY must provide copies of all necessary insurance certificates, and alcohol permits to the PARK DISTRICT as soon as possible, but no later than _________, 2025. Any and all insurance certificates shall specifically cover any and all vehicles used by CITY including, but not limited to, personal vehicles of employees, agents and Board members of CITY for any purpose related to the Event.
- 2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place, to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.
- A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives of each Party.
- 2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.
- 2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by , 2025.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements of failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to

satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.
- (ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.
- (ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such ad UPS or FedEx , or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless

reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0. NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law

and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 et seq. As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By: Mayor	Attest:City Clerk
Date:	

DARIEN PARK DISTRICT

By: President

Date: 12/2/24

Page 11 of 14

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED [TO BE PROVIDED]

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED [TO BE PROVIDED]

Not for Profit Entity	Insurance Provided	Amount
	8	

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT FORMS ATTACHED [TO BE PROVIDED]

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR THE AUGUST 28, 2025 CONCERT

Approved by C	City Resolution	No
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This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this ______ day of ______, 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY"), each may be referred to individually as "PARTY", and collectively referred to as "PARTIES".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor concert on August 28, 2025, take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

2.0 The PARK DISTRICT grants the CITY a limited lice	ense for pur	poses of the
CITY hosting the Event on August 28, 2025, from the hours of	to	and
for dates established for setup of the Event pursuant to Section 2.13 (the "	'Event Date	s).

- 2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:
- A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for- Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.
- B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.
- C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.
- D. "Staff Representative" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

- 2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parking is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.
- 2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.
- 2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

- 2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors,

guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

- 2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.
- 2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.
- 2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.
- 2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.
- 2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place, to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.
- A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall be in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives of each Party.
- 2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.
- 2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol permits to the PARK DISTRICT by , 2025.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized

representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements of failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to

satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.
- (ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.
- (ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such ad UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless

reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0. NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law

and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 et seq. As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By:	Attest:	
Mayor	City Clerk	
Date:		

DARIEN PARK DISTRICT

Attest: A Mullimone Secretary

By: President

Date: 12/2/24

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED [TO BE PROVIDED]

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED [TO BE PROVIDED]

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT FORMS ATTACHED [TO BE PROVIDED]

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR THE NATIONAL NIGHT OUT EVENT

Approved by City Resolution No						
This	INTERGOVERNMENTAL	AGREEMENT	(hereinafter	referred to	as ·	the
"AGREEME	NT") is entered into this	day of	, 202	25, by and be	tween	the
	District, an Illinois park distric					
	K DISTRICT") and the CIT					
	ocated at 1702 Plainfield Road					
	"PARTY", and collectively re		`	,		-

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor National Night Out event, to take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

- 2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on August 5, 2025,, from the hours to be determined between the PARK DISTRICT AND THE CITY no later than thirty (30) days prior to the Event, and for dates established for setup of the Event pursuant to Section 2.13 (the "Event Dates").
- 2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:
- A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for- Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.
- B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.
- C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

D. "Staff Representatives" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT, including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

- 2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parling is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.
- 2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.
- 2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

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- 2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY

shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

- 2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.
- 2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.
- 2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.
- 2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.
- 2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location of all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.
- A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall in in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives.
- 2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.
- 2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

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CITY must provide proof of all necessary alcohol	
permits to the PARK DISTRICT by	, 2025.

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If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

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C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

- D. General Insurance Provisions
- a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements of failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

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If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

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Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any

Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.
- (ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self-insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.
- (ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

3.0 NOTICES.

3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such ad UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT Executive Director, Stephanie Gurgone

4.0 AMENDMENTS AND MODIFICATIONS.

4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

5.0 SAVINGS CLAUSE.

5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

6.0 CAPTIONS AND PARAGRAPH HEADINGS.

6.1. Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7.0 ENTIRE AGREEMENT.

7.1. This AGREEMENT sets forth all the covenants, conditions and promises between the parties. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this AGREEMENT.

8.0 GOVERNING LAW.

8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

10.0. NO DUTY TO THIRD PARTIES.

10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party.

Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 *et seq.* As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

12.0 TERM.

12.1 This Intergovernmental Agreement shall commence upon the signed approval by both PARTIES and be in effect until the conclusion of the Event, unless modified otherwise renewed or extended, in writing, by the PARTIES, or terminated as set forth herein. The PARK DISTRICT reserves the right to alter the terms and conditions of the License or to terminate this License Agreement for misconduct of individuals or for misuse of property; for purposes deemed necessary for public safety or preservation of property; or because CITY has breached any of its obligations under this Agreement.

13.0 COUNTERPARTS.

13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By:	Attest:	
Mayor	City Clerk	
Date*		

DARIEN PARK DISTRICT

Attest: A Julium

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED [TO BE PROVIDED]

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED [TO BE PROVIDED]

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT FORMS ATTACHED [TO BE PROVIDED]

INTERGOVERNMENTAL AGREEMENT BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN FOR THE USE OF WESTWOOD PARK FOR THE OKTOBERFEST EVENT

Approved	by	City	Resolution	No.
----------	----	------	------------	-----

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this ______ day of ______, 2025, by and between the Darien Park District, an Illinois park district located at 7301 Fairview Avenue, Darien, IL 60561 (THE "PARK DISTRICT") and the CITY OF DARIEN, an Illinois home rule municipal corporation located at 1702 Plainfield Road, Darien, IL 60561 (THE "CITY") each individually referred to as "PARTY", and collectively referred to as "PARTIES".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law; and,

WHEREAS, the PARK DISTRICT is an Illinois township park district and a unit of local government within the State of Illinois; and

WHEREAS, THE PARK DISTRICT owns property commonly known as Darien Westwood Park located in the CITY ("Park").

WHEREAS, the CITY is a municipal corporation and a unit of local government within the State of Illinois; and,

WHEREAS, the PARTIES are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and,

WHEREAS, the PARK DISTRICT and the CITY desire to cooperate in facilitating an outdoor Oktoberfest event, to take place at the PARK DISTRICT'S Westwood Park; (the "Event"); and

WHEREAS, the PARK DISTRICT will grant a limited license to the CITY to utilize Westwood Park for purposes of allowing the Event subject to the terms of this AGREEMENT; and

WHEREAS, the CITY agrees to be solely responsible for hosting, organizing and planning the Event; and

WHEREAS, the PARK DISTRICT and the CITY believe the Event will provide considerable recreational benefits for the public, including, but not limited to, picnicking, playing, listening to music at the concert, family gatherings, and other recreation; and

WHEREAS, the PARTIES desire to establish their respective responsibilities toward the Event herein.

NOW THEREFORE, in consideration of the mutual promises contained in this AGREEMENT and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARK DISTRICT and the CITY agree to the following:

1.0 RECITALS.

1.1 The PARTIES acknowledge that the statements and representations made in the foregoing recitals are true and correct, and are incorporated herein as though fully set forth.

2.0 CITY AND PARK DISTRICT RESPONSIBILITIES.

PARK DISTRICT:

- 2.1. The PARK DISTRICT grants the CITY a limited license for purposes of the CITY hosting the Event on [DATES TO BE DETERMINED BETWEEN THE PARK DISTRICT AND THE CITY THAT SHALL NOT CONFLICT WITH THE PARK DISTRICT HOE-DOWN EVENT], from the hours to be determined between the PARK DISTRICT AND THE CITY no later than thirty (30) days prior to the Event, and for dates established for setup of the Event pursuant to Section 2.13 (the "Event Dates").
- 2.1 The CITY shall be responsible for all organization, planning and facilitation of the Event including, but not limited to, coordination with any and all Vendors, Not for Profit Entities and City Volunteers. For purposes of this Agreement:
- A. "Vendor" is hereby defined as any organization or entity involved with the Event in any way to provide a service, activity, product, food item, beverage or any and all items for sale or for profit at the Event, and who is neither a City volunteer nor a Not-for- Profit Entity as defined herein. The full list of Vendors is attached hereto and incorporated herein as listed on Exhibit A attached hereto.
- B. "Not for Profit Entity" ("NFP") is defined herein as an entity that is either organized with the State of Illinois as a Not for Profit business entity, a 501(c)(3) or similar tax exempt designation or both and will participate in the Event to raise money for its charitable organization and not to make a "profit" as a for-profit business entity. The Parties acknowledge that a NFP may also be a local group that exists in the community for charitable purposes that is not formally organized as an NFP but will be classified as an NFP for purposes of this Agreement. A list of all Not for Profit Entities are incorporated herein as listed on Exhibit B attached hereto.
- C. "City Volunteers" are those individuals who are authorized by the City to participate in the Event in any capacity but who are unpaid and under the supervision and direction of the City and who are acting under the direction of the City. All such volunteers shall sign an acknowledgment with the City stating they are volunteer of the CITY. All volunteer forms shall be provided to the PARK DISTRICT at least 5 days prior to the Event.

D. "Staff Representatives" shall mean anyone authorized by either Party to meet on site to coordinate all aspects of the Event.

The CITY, along with all City Vendors, NFPs and volunteers (the "CITY Invitees") submit a statement that while on PARK DISTRICT property in connection with the Event, the such Invitee shall at all times comply with all rules, regulations, ordinances and requirements of the PARK DISTRICT, including, but not limited to the Park District's Advertising Guidelines. The CITY shall provide a certificate of insurance no less than five (5) days prior to the Event Dates naming the PARK DISTRICT as additional insured. The CITY shall collect a Certificate of Insurance from each Vendor and NFP, to the extent possible, no less than five (5) days prior to the Event naming the PARK DISTRICT as additional insured for the Event Dates with the limits set forth herein. If any Vendor or NFP is unable to procure insurance or unable to procure insurance at the required limits, the CITY will so notify the PARK DISTRICT of any such VENDOR or NFP. Any and all certificates of insurance for the Event must include coverage for all Event Dates.

- 2.2 Securing the parking areas for the Event will be the responsibility of CITY. Parking will not be permitted and shall not be advertised as permitted at the Darien Park District Community Center during regular business hours. During the Event setup and during the Event, no parling is allowed on any berms or grass areas located at Westwood Park (or at the Darien Park District Community Center). At the conclusion of the Event set up, no vehicles other than emergency vehicles or event carts will be permitted in the park except for those specifically designated and listed by the CITY. All event staff, City Vendors, NFPs and Volunteers must park in lots designated by the CITY.
- 2.3. CITY is solely responsible for any and all supervision and security services associated with its use of the Park in connection with the Event, including, but not limited to the supervision of Volunteers.
- 2.4. CITY shall provide sanitation/portable restroom facilities adequate in numbers with an appropriate number of ADA-compliant units in area(s) designated by the PARK DISTRICT. CITY shall be responsible for servicing and maintaining these units, including cleaning the interior of the units and restocking supplies.

2.5. INTENTIONALLY LEFT BLANK

- 2.7. CITY is solely responsible for determining whether the grounds are safe, suitable, and appropriate for any of its intended activities and shall inspect the Park prior to and subsequent to each use to determine the suitability of the Park for any contemplated use and to identify any potential safety hazards or dangerous conditions. Once set-up begins, CITY certifies that it has

inspected the grounds and further certifies that the grounds are safe for conducting the Event. CITY shall take all reasonable measures to protect City volunteers, staff, participants, spectators, visitors, guests, officials, etc. from known safety hazards or potential risks. CITY shall promptly advise the PARK DISTRICT of any known safety hazards or potential dangerous condition.

- 2.8 CITY shall have the sole responsibility and authority for contracting with the Event Vendors, Not for Profit entities and obtaining Volunteer acknowledgment forms, and shall determine the fees to be charged to the Event Vendors and NFPs. PARK DISTRICT reserves the right to inspect (but shall not be required to conduct any inspections), the operations of any and all Event Vendors and/or NFPs and City Volunteers prior to and during the Event with respect to their compliance with this Agreement.
- 2.9. CITY shall require all City Vendors, NFPs and Volunteers to comply with all applicable local, state, and federal laws, regulations and ordinances.
- 2.10. CITY agrees that the PARK DISTRICT does not assume the care, custody, or control of any personal property or equipment brought to the Park.
- 2.11. CITY fully understands and agrees that the PARK DISTRICT does not assume any liability for property lost, damaged, or stolen on PARK DISTRICT Property, or for personal injuries, or injuries of any kind whatsoever, sustained on the premises during CITY's use of the Park.
- 2.13. CITY shall provide a list of the final dates of the Event, along with a detailed setup map plan and the dates and times setup will take place to the PARK DISTRICT for approval, no later than Ninety (90) days prior to the Event to ensure there are no parking, health and/or safety related matters to be addressed. The precise location of all vendors must be mutually agreed to between the Parties and the PARK DISTRICT retains the sole discretion for final approval of the proposed setup. Staff Representatives shall meet on site to review all aspects of the Event not later than thirty (30) days prior to the Event.
- A. Requests for use of any PARK DISTRICT items, including but not limited to picnic tables or similar items, shall be made by the CITY not less than thirty (30) days prior to the Event. Use of any PARK DISTRICT items shall in in the PARK DISTRICT'S sole discretion. If the PARK DISTRICT agrees to the issue of said items, the use of same shall be coordinated between the Staff Representatives.
- 2.14 Any and all Food Vendors or Food Trucks shall be separately registered and/or permitted through the CITY pursuant to any Ordinance or Policy in effect at the time of the event.
- 2.15 CITY shall be responsible for any damage done to the Park beyond normal wear and tear resulting from the Event, and shall fully and promptly reimburse PARK DISTRICT for all costs and expenses incurred by PARK DISTRICT in repairing and/or remedying said damage. CITY shall promptly advise the PARK DISTRICT of any such damage made to the Park.

2.16 INSURANCE AND INDEMNIFICATION

CITY shall obtain insurance of the types and in the amounts listed below.

A. Commercial General, Liquor, and Umbrella Liability Insurance

Commercial General and Umbrella Liability Insurance Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, host liquor liability, products-completed operations, personal injury and advertising injury, athletic participation, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

PARK DISTRICT shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 26 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to PARK DISTRICT.

If user is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, liquor liability and Dram Shop liability coverage is also to be provided with a limit not less than \$1,000,000 per occurrence.

CITY must provide proof of all necessary alcohol	
permits to the PARK DISTRICT by	, 2025.

B. Business Auto and Umbrella Liability Insurance

If applicable, CITY shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, CITY shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee for bodily injury by disease.

If PARK DISTRICT has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 26 under the Commercial General and Umbrella Liability Insurance required in this contract, the CITY waives all rights against PARK DISTRICT and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the CITY's use of the premises.

- D. General Insurance Provisions
- a. Evidence of Insurance

Prior to using any PARK DISTRICT facility, CITY shall furnish PARK DISTRICT with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days written notice to PARK DISTRICT prior to the cancellation or material change of any insurance referred to therein. Written notice to PARK DISTRICT shall be by certified mail, return receipt requested.

Failure of PARK DISTRICT to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements of failure of PARK DISTRICT to identify a deficiency from evidence that is provided shall not be construed as a waiver of CITY's obligation to maintain such insurance.

PARK DISTRICT shall have the right, but not the obligation, of prohibiting from occupying the Property until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by PARK DISTRICT.

Failure to maintain the required insurance may result in termination of this use agreement at PARK DISTRICT's option.

CITY shall provide certified copies of all insurance policies required above within 10 days of PARK DISTRICT's written request for said copies.

b. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the PARK DISTRICT has the right to reject insurance written by an insurer it deems unacceptable. Coverage provided by a joint self-insured risk pool shall be acceptable for the CITY only and not any Vendor(s).

Cross-Liability Coverage

If CITY's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

d. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the PARK DISTRICT. At the option of the PARK DISTRICT, the CITY may be asked to eliminate such deductibles or self-insured retentions as respects the PARK DISTRICT, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

e. Indemnification

CITY shall indemnify, defend, and hold harmless the PARK DISTRICT and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorney's and paralegals' fees and court costs), arising from or in any way connected with the Event, except for the any loss, damage, claim arising solely out of the negligence of the PARK DISTRICT. To secure this obligation, CITY pledges its full faith and credit as a home rule municipality in the event the City's self insurance under IRMA or any Vendor or Not for Profit Entity insurance is inadequate to satisfy a claim arising out of the event. Further, and in conjunction with Section E(iii) below, in the event any

Vendor or Not for Profit Entity is unable to procure insurance in the full amount required by the PARK DISTRICT, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event above the amount for which any such Vendor or Entity does provide insurance coverage. Finally, in the event any Vendor or Not for Profit Entity is unable to procure insurance at all, the City shall pledge its full faith and credit as a home rule municipality to satisfy a claim arising out of the event. Should the City's liability to pay any such claim arising out of the foregoing language come to fruition, there shall be no maximum cap amount of coverage on any such claim and the PARK DISTRICT shall bear no liability in any such claim whatsoever. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. CITY shall similarly protect, indemnify and hold and save harmless the PARK DISTRICT, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of CITY's breach of any of its obligations under or CITY's default of any provision of the Contract.

E. VENDORS AND NOT FOR PROFIT ENTITIES

- (i) Vendors and NFPs shall be subject to all the requirements stated herein.
- (ii) CITY agrees that it shall maintain, and it shall cause the party Vendors and Not for Profit Entities who will be participating in the Event to maintain general comprehensive liability insurance, naming the PARK DISTRICT as "additional insured". This insurance shall be primary insurance with respect to any other insurance or self insurance afforded to the PARK DISTRICT. Any insurance or self-insurance maintained by the PARK DISTRICT shall be in excess of the Vendor's insurance and shall not contribute with it.
- (ii) To the extent the Vendors and Not for Profit Entities are unable to obtain insurance with the coverage limits set forth in this Agreement, the City hereby agrees to self-insure said Vendor(s) and Not for Profit Entities to the extent the vendor's or Not for Profit Entity's coverage limits are inadequate to cover a claim against said vendor.

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3.1 Any notice required to be given by this AGREEMENT shall be deemed sufficient if made in writing and sent by national courier such ad UPS or FedEx, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE CITY OF DARIEN City Administrator, Bryon Vana

FOR THE DARIEN PARK DISTRICT Executive Director, Stephanie Gurgone

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4.1. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective and enforceable unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES and approved by the governing Boards of the PARTIES.

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5.1. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.

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8.1. This AGREEMENT shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any dispute related to or arising out of this Agreement shall be in a court of competent jurisdiction situated in DuPage County, Illinois.

9.0 SUCCESSORS AND ASSIGNS.

9.1 The PARK DISTRICT and the CITY each bind themselves and their successors, and/or assigns to the other parties of the AGREEMENT and to their successors, and/or assigns of such other PARTY in respect to all covenants of this AGREEMENT. Except as set forth above, the PARTIES shall not assign, sublet or transfer their respective interests in this AGREEMENT without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the PARK DISTRICT or the CITY.

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10.1 This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any

right or benefit of any kind whatsoever to any person and entity who is not a party to this AGREEMENT or to acknowledge, establish or impose any legal duty to any third party. Nothing herein shall be construed as an express and/or implied waiver of any common law and/or statutory immunities and/or privileges of the PARK DISTRICT and/or the CITY and/or any of their respective officials, officers and/or employees.

11.0 FREEDOM OF INFORMATION ACT.

11.1 PARTIES agree that this AGREEMENT and all documents created as a result of its execution are subject to the Freedom of Information Act. 5 ILCS 140/1 et seq. As a result, records related to this AGREEMENT are presumed to be open for public inspection and copying.

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13.1 This Agreement may be executed in two or more counterparts or duplicate originals, each of which, taken together, shall constitute one and the same instrument. Signatures which are delivered to either party by facsimile or other electronic transmission shall be considered originals and are enforceable as originals.

14.0 AUTHORITY.

14.1 Each party represents and warrants that the individual executing this Agreement on behalf of said party is duly authorized to execute and deliver this Agreement on behalf of said party in accordance with the governing documents of said party, and that this Agreement is binding upon said Party in accordance with the terms hereof.

IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

[SIGNATURE PAGES TO FOLLOW]

THE CITY OF DARIEN

By:	Attest:	
Mayor	City Clerk	
Date:		

DARIEN PARK DISTRICT

By: President

Date: 12/2/24

Attest: A Mulliam \
Secretary

Page 11 of 14

EXHIBIT "A"

LIST OF VENDORS AND INSURANCE OBTAINED [TO BE PROVIDED]

Vendor	Insurance Provided	Amount

EXHIBIT "B"

LIST OF NOT FOR PROFIT ENTITIES AND INSURANCE OBTAINED [TO BE PROVIDED]

Not for Profit Entity	Insurance Provided	Amount

GROUP EXHIBIT "C"

LIST OF CITY VOLUNTEERS WITH COPIES OF VOLUNTEER ACKNOWLEDGMENT FORMS ATTACHED [TO BE PROVIDED]



AGENDA MEMO City Council March 3, 2025

ISSUE STATEMENT

- 1. An <u>ordinance</u> abating property tax heretofore levied by ordinance no. 0-28-12 in the amount of \$300,150
- 2. An <u>ordinance</u> abating property tax heretofore levied by ordinance no. 0-11-18 in the amount of \$382,950

BACKGROUND HISTORY

The proposed FYE 25 budget includes abating property taxes in the sums of \$300,150 and \$382,950 levied during the calendar year 2024, collectable in calendar 2025. These abatements pertain to the issuance of bonds to finance the water system public improvements. The bond principal and interest will be paid from the water revenues as discussed during the FYE 26 budget meeting.

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval of the abatement ordinances.

ALTERNATE CONSIDERATION

Not approving the ordinance would be an alternate consideration.

DECISION MODE

This will be on the March 3, 2025, City Council agenda for formal approval.



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.

AN ORDINANCE ABATING PROPERTY TAX HERETOFORE LEVIED BY ORDINANCE NO. 0-28-12

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 3rd DAY OF MARCH, 2025

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this 3rd day of March, 2025.

AN ORDINANCE ABATING PROPERTY TAX HERETOFORE LEVIED BY ORDINANCE NO. 0-28-12

WHEREAS, heretofore the Mayor and City Council of the City of Darien adopted Ordinance No. 0-28-12, "AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$2,810,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2012, OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SAID BONDS, AND FURTHER PROVIDING FOR THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION WITH SUCH ISSUANCE"; and

WHEREAS, said Ordinance authorized the issuance of refunding bonds to finance the construction of a water tower and related public improvements; and

WHEREAS, pursuant to said Ordinance the amount of \$300,150 was levied for the year 2024, collectable in 2025; and

WHEREAS, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2024 collectable in 2025 may be abated;

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: Abatement. That the sum of \$300,150 heretofore levied for the year 2024, collectable in 2025, pursuant to Ordinance No. 0-28-12 shall be, and hereby is, **ABATED.**

<u>Section 2:</u> <u>Direction</u>. The DuPage County Clerk is hereby authorized and directed to effectuate the Abatement authorized pursuant hereto.

ORDINANCE	NO	
Section 3	3: <u>Certified Copy</u> . The	e City Clerk is hereby authorized and directed to forward
a certified copy	of this Ordinance to the Dul	Page County Clerk.
Section 4	4: Effective Date. Thi	s Ordinance shall be in full force and effect from and
after its passage	and approval as provided by	y law.
PASSEI	D BY THE CITY COU	NCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILL	INOIS, this 3rd day of Man	rch, 2025.
AYES:		
NAYS:		
ABSENT: _		
APPRO	VED BY THE MAYOR	OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this	3rd day of March, 2025.	
		JOSEPH A. MARCHESE, MAYOR
ATTEST:		
JOANNE E.	RAGONA, CITY CLERK	
APPROVED A	S TO FORM:	
CITY A	TTORNEY	



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.

AN ORDINANCE ABATING PROPERTY TAX HERETOFORE LEVIED BY ORDINANCE NO. 0-11-18

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 3rd DAY OF MARCH, 2025

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this 3rd day of March, 2025.

AN ORDINANCE ABATING PROPERTY TAX HERETOFORE LEVIED BY ORDINANCE NO. 0-11-18

WHEREAS, heretofore the Mayor and City Council of the City of Darien adopted Ordinance NO. 0-11-18 "AN ORDINANCE OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2018, PROVIDING THE DETAILS OF SUCH BONDS AND FOR A LEVY OF TAXES TO PAY THE PRINCIPAL OF AND INTEREST ON SUCH BONDS, AND RELATED MATTERS"; and

WHEREAS, said Ordinance authorized the issuance of bonds to finance the costs to construct, renovate, equip, rehabilitate and improve infrastructure within the City, including but not limited to infrastructure projects relating to the City's water system, and to pay the costs of issuing the Bonds; and

WHEREAS, pursuant to said Ordinance the amount of \$382,950 was levied for the year 2024, collectable in 2025; and

WHEREAS, the Mayor and City Council of the City of Darien have determined that adequate alternate revenues exist to satisfy all principal and interest requirements for the current year so that the levy previously authorized for the year 2024 collectable in 2025 may be abated;

ORDINANCE NO	•	_
NOW, THEREFO	RE, BE IT OR	RDAINED BY THE CITY COUNCIL OF THE CITY OF
DARIEN, DU PAG	GE COUNTY,	ILLINOIS, IN THE EXERCISE OF ITS HOME RULE
POWERS, as follow	vs:	
Section 1:	Abatement.	That the sum of \$382,950 heretofore levied for the year 2024,
collectable in 2025, j	pursuant to Ordi	nance NO. 0-11-18 shall be, and hereby is, ABATED.
Section 2:	Direction.	The DuPage County Clerk is hereby authorized and directed
to effectuate the Aba	atement authorize	ed pursuant hereto.
Section 3:	Certified Co	pv . The City Clerk is hereby authorized and directed to forward
a certified copy of th	is Ordinance to	the DuPage County Clerk.
Section 4:	Effective Da	te. This Ordinance shall be in full force and effect from and
after its passage and	approval as prov	vided by law.
PASSED B	Y THE CITY	COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLING	DIS, this 3rd day	of March, 2025.
AYES:		
NAYS:		
ABSENT:		
APPROVE	D BY THE MA	YOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 3rd		
		JOSEPH A. MARCHESE, MAYOR

ORDINANCE NO	
ATTEST:	
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



AGENDA MEMO City Council March 3, 2025

ISSUE STATEMENT

A <u>resolution</u> accepting a proposal from Teska Associates, Inc. for tax increment financing consulting for the Chestnut Court redevelopment project in an amount not to exceed \$42,000.

BACKGROUND

On January 24, 2025, the City Council held a special meeting to discuss the Chestnut Court redevelopment project and review available economic incentive options. The new owner of the site, Mr. Kumar Bhavanasi, has submitted a petition to redevelop the site with mixed uses, including a new apartment building, new retail construction, and a remodeling of the existing center.

One of the economic incentives that the Council reviewed is Tax Increment Financing, or TIF. Illinois law specifies a number of requirements that must be satisfied for an area to qualify as a TIF district, beginning with identifying the district and the physical and economic deficiencies that need to be cured. It was identified that a consultant would be needed to conduct a TIF study.

Staff requested competitive quotes for the service and received three 3 responsive quotes. Attached and labeled as <u>Attachment A</u> is the competitive quotes tally. The lowest responsive quote was submitted by Teska Associates Inc. The scope of services is further broken down into 3 phases and outlined below and are further referenced in <u>Exhibit A</u>;

Phase 1-Eligibilty Findings Report-\$15,000 See page 6-7

NOTE: Should the Eligibility Findings report conclude that the Study Area is not eligible for TIF funding's or as directed by the City Council the report will not proceed to the next phase(s).

Phase 2-Project Redevelopment Plan-\$10,000 See Page 8

Phase 3-Adoption of Redevelopment Project-\$5,000 See page 9

Contingency-A contingency in the amount of \$7,000 is included for any additional services that may be required beyond the scope of work at an hourly basis. In addition, the contingency includes funds for the professional services of a surveyor and legal counsel along with any additional services required for the TIF district.

References for Teska Associates Inc., were verified with positive feedback. This item, pending approval will require an amendment to the Community Development Budget in an amount of \$42,000. The proposed expenditure would be expended from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE
01-20-4325	TIF STUDY TESKA	\$ 42,000	\$ 35,000
	TIF STUDY CONTINGENCY		
01-20-4325	SURVEYOR, LEGAL	N/A	\$ 7,000
TOTALS		\$ 42,000	\$ 42,000

TIF-consultant 3-3-25 Page 2

This item will be forwarded to the City Council, New Business for discussion and consideration.

ALTERNATE CONSIDERATION

As recommended by the City Council.

DECISION MODE

This item will be placed on the March 3, 2025 City Council, New Business agenda for formal approval.



RFP - TIF PROPOSAL			SB	Friedman Development	ſ	Moran Economic	
City of Darien due Thursday 2/13/2025 DUE 10:00AM	Teska Associates, Inc.		Advisors, LLC		Development		
UNIT-DESCRIPTION		COST	COST		COST		
Scope 1 - Prepare TIF Projections	\$	15,000.00	\$	10,000.00			
Scope 2 - Conduct TIF Eligibility Study & Prepare Plan	\$	10,000.00	\$	36,000.00		LUMP SUM	
Scope 3 - Provide Development Advisory Services	\$	5,000.00	\$	25,000.00			
Total Cost	\$	30,000.00	\$	71,000.00	\$	33,500.00	
CONTINGENCY		\$5,000		\$5,000		\$5,000	
TOTAL WITH CONTINGENCY	\$	35,000.00	\$	76,000.00	\$	38,500.00	
ADDITIONAL SERVICE COSTS							
Hourly Unit Services		\$155		\$195 to \$375	\$	150.00	
Surveyor	\$	2,500.00		UNRESPONSIVE	UN	RESPONSIVE	
Legal Counsel	ACTU.	AL COSTS		ACTUAL COSTS		ACTUAL COSTS	



RESOLUTION NO.	
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A RESOLUTION ACCEPTING A PROPOSAL FROM TESKA ASSOCIATES, INC., FOR TAX INCREMENT FINANCING CONSULTING FOR THE CHESTNUT COURT REDEVELOPMENT PROJECT IN AN AMOUNT NOT TO EXCEED \$42,000

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to accept a proposal from Teska Associates, Inc., for tax increment financing consulting for the Chestnut Court redevelopment project in an amount not to exceed \$42,000, a copy of which is attached hereto as "Exhibit A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 3rd day of March, 2025.

AYES:
NAYS:
ABSENT:
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS this 3rd day of March, 2025.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY





February 13, 2025

Dan Gombac, Community Development Director City of Darien 1702 Plainfield Road Darien, IL 60561

RE: TIF Consulting Services

Director Gombac:

Please accept the following proposal for services relating to the evaluation/creation of a new Tax Increment Financing (TIF) District in the City of Darien. I am excited about the possibility of working with the City to put in place the tools needed to see this area redeveloped.

The proposed Study Area will focus primarily on the shopping center located at the southwest corner of 75th Street and Lemont Road in Darien. The project will involve evaluation of the area for TIF eligibility, creation of a redevelopment plan including a projection of potential increment and budget for the proposed district, and assistance through the adoption process.

We understand the confidential nature of this project and are committed to working with you to quickly evaluate eligibility and develop a redevelopment plan and program for the study area. We would estimate an approximate four (4) to six (6) month time frame from project initiation to approval of a new TIF district, and a not-to-exceed fee of \$30,000.

Attached is a recommended scope of services, following all requirements of the Illinois TIF Act. I have personally worked with communities throughout the western suburbs (and throughout the State) on the creation of over 100 TIF districts, and I would be happy to provide you with additional references or recent TIF project summaries as desired. Should you have any questions, feel free to give me a call at 847-563-9741 or e-mail at Plosue@TeskaAssociates.com.

Sincerely,

Pete Iosue, AICP Associate Principal

BIDDER SUMMARY SHEET:

Firm Name: Teska Associates, Inc.

Address: 24103 W. Lockport Street #107

City/State/Zip Code: Plainfield, IL 60544

Contact Person: Pete Iosue, AICP, Associate Principal

FEIN Number: 36-3051497

Phone Number: 847-563-9741

Email: piosue@teskaassociates.com

Teska Associates, Inc.

Teska Associates, Inc., founded in 1975 is a planning, landscape and urban design firm based in Evasnton and Plainfield, Illinois. We specialize in community planning, development economics, landscape architecture and site design Having completed dozens of comprehensive plans, corridor and sub-corridor plans, special are and downtown plans, zoning and transit-oriented/urban redevelopment projects - we strive for all to incorporate cutting edge designs, new media, and visualization graphics to enhance the clarity and usability of the plans. Our practice includes both public and private sector clients - so we understand the perspectives from both sides of the development business. That diversity informs and strengthens our work in making plans, crafting development regulations and reflecting market realities.

Teska believes strongly in commynity participation and stakeholder processes that inspire community consensus. A key to that public input is using design techniques and interactive media to communicate goals for the built environment development scenarios and plan alternatives - as well as supporting creative brainstorming and discussions. Our processes breathe life into projects by creating a pictorial sens of place that residents can see and relate to. These processes are used throughout our work, from developing ideas and inspiring community input, to creating plan strategies and implementing projects.



Services

Community Planning Development Economics Site Design Landscape Architecture Fechnology

The planners, landscape architects, and designers at Teska believe in the following values:

Building Livable Communitie()
Creating Memorable Place()
Delivering Market Savvy Solution()
Building Client Capacity()
Building Relationships()
Going the Extra Mile()
Using Appropriate Technolog()
Giving People Choices()
Providing Honest Answer()
Ensuring Economic Sustainability()

Contact

Evanston

Plainfield

627 Grove Street Evanston, IL 60201 (847) 869-2015 24103 W. Lockport StreetUnit 107

Plainfield, IL 60544 (815) 436-9485

Online



Visit us at: www.TeskaAssociates.com



Find us on Facebook



Teska Associates, Inc.



VALUES

The planners, landscape architects, and designers at Teska believe in the following values:



Building Livable Communities

We are passionate about creating livable communities; places with a strong economy, walkable and safe streets, and great venues to play and interact with neighbors.



Creating Memorable Places

We strive to craft exceptional people places that fit their environment while helping to create a positive buzz about your project or community.



Using Appropriate Technology

We admit to a fondness for the latest tech tools and tricks. We also stay true to simple approaches like hand sketches and building block exercises.



Building Client Capacity

We equip clients for success; sharing our expertise, leadership, and creativity while educating communities on the what, where, how, and why of win-win development solutions.



Building Relationships

We cherish long-term client-consultant relationships built by listening intently to client needs, maintaining clear and frequent contact, providing timely and responsive service, and exceeding expectations.



Ensuring Economic Sustainability

We believe that profit and strong communities are intertwined. De velopments and local infrastructure must meet community demands while producing fiscally responsible impacts on municipalities and profits for the development team.

TESKA ASSOCIATES, INC. | PETE IOSUE, ASSOCIATE PRINCIPAL

SELECTED EXPERIENCE

Mr. losue's focus has been on helping small to medium sized communities with review of current development proposals, development of appropriate zoning regulations, development of comprehensive plans, and the creation and maintenance of Tax Increment Financing (TIF) districts. Mr. losue serves as the Village Planner for the Village's of Beecher and Broadview, and is currently working on a wide variety of special projects including: Tax Increment Financing districts for Villa Park, Blue Island, Bedford Park, Monee, and Gilman; Business Improvement District for Hodgkins; update of the Rochelle Comprehensive Plan; Corridor Plan for St. Charles Road in Berkeley; and update of the Beecher Zoning Ordinance.

Prior to joining Teska Associates, Inc., Mr. Iosue spent over four years serving as the Assistant City Planner for the City of Hammond, IN. He provided staff support for the Hammond City Plan Commission, Board of Zoning Appeals and Historic Preservation Commission, and was responsible for compiling and maintaining census information for the City.



EDUCATION

B.A. Urban and Regional Planning University of Illinois (Urbana-Champaign)

PROFESSIONAL AWARDS + AFFILIATIONS

American Institute of Certified Planners (AICP) American Planning Association (APA)

Tax Increment Financing

- · Village of Arthur
- · Village of Bedford Park
- Village of Beecher
- Village of Berkeley
- Village of Broadview
 Village of Chicago Ridge
- City of Crystal Lake
- · Village of Diamond
- Village of Elizabeth
- Village of Evergreen Park
- Village of Fox Lake
- Village of Fox River Grove
 Village of Hillside
- · Village of Hodgkins
- · Village of Lake Villa

- · Village of Lake Zurich
- · Village of Lyons
- · Village of McCook
- · Village of Monee
- · Village of Montgomery
- · Village of North Aurora
- · Village of Oak Lawn
- · Village of Olympia Fields
- City of Peorla
- City of Rochelle
- · Village of Savoy
- Village of Schaumburg
- City of Warrenville
- Village of Western Springs
- City of Woodstock

Zoning Regulations

- · Village of Itasca (historic downtown)
- · Village of North Aurora (sign ordinance, lighting ordinance, etc.)
- · Village of Elburn (sign ordinance)
- · City of Rochelle

Business Development Districts

- · Village of Fox River Grove
- · Village of Lake Villa

Comprehensive Plan Updates

- · Village of Beecher
- Village of Broadview
 Village of Broadview
- Village of Braceville
- City of Coal City (mapping)
- DeWitt County
- Village of Matteson (mapping)
- · City of Morris
- · Village of North Aurora
- City of Palos Heights
- City of Rochelle

Continuing Services/Development Review

- · Village of Bedford Park
- · Village of Beecher
- Village of Berkeley
- Village of Broadview
- City of Kankakee
 Kendall County
- · City of Morris
- Village of North Aurora
- · Village of Olympia Fields



Tax Increment Financing (TIF) SCOPE OF SERVICES

The process for creating a new TIF district for the Study Area is clearly defined in Illinois Statutes and typically takes approximately four (4) to six (6) months. The process involves evaluation of the area for eligibility, creation of a redevelopment plan, and a Joint Review Board meeting with affected taxing districts and a public hearing.

We propose a multi-phase approach, including the following steps:

PHASE 1: ELIGIBILITY FINDINGS REPORT

1.1 Kick-Off Meeting.

Teska will meet with the City to discuss the project. Discussion topics will include the proposed Study Area boundary, infrastructure, potential redevelopment projects, project phasing, meeting schedules, process (public notices, etc.) and adoption.

1.2 Eligibility Field Inventory.

Teska will conduct a field survey of the parcels and structures within the Study Area to identify the



existing land uses, vacancies, site conditions, above ground public infrastructure conditions, and the characteristics of any existing buildings in accordance with the eligibility criteria contained in the Act. A selective photographic inventory of the properties covered in the field survey of the Study Area will be prepared.

1.3 Background Data Collection and Analysis.

Teska will work with the City (and the appropriate DuPage County departments) to obtain supplemental information from official records related to the eligibility of the proposed Study Area. Supplemental information includes base maps with tax identifiers, ages of structures, presence of illegal uses, documented code violations, occupancy and vacancy status of structures, infrastructure deficiencies, equalized assessed values, and tax delinquencies. The information obtained through the field survey and through the review of pertinent documents will be tabulated and analyzed to ensure that the proposed Study Area is eligible as a Redevelopment Project Area in accordance with the Act.

1.4 Eligibility Findings Report.

A draft report will be prepared for the Study Area which will outline the eligibility status of the parcels included in the proposed TIF district. The report will include maps to show the proposed TIF boundary, and any documented eligibility criteria existing within the Study Area.

1.5 Eligibility Review Meeting.

Teska will meet with the City, either at a City Council meeting or at a more informal staff level meeting, to review the draft Eligibility Findings Report, determine the final boundary for the new TIF district, and discuss the process of moving forward with the preparation of a Redevelopment Plan, and plan adoption.

Note: If the Eliqibility Findings Report concludes that the Study Area is not eliqible for TIF designation, or for any other reason as determined by the City, the process can be ended at this point and we will not proceed on to Phase 2, at no additional expense to the City.

PHASE 2: PROJECT REDEVELOPMENT PLAN

2.1 Plan Preparation.

Teska will prepare a Redevelopment Plan for the Project Area, as determined in Phase 1.5, that will include all required plan elements as outlined in the Tax Increment Allocation Redevelopment Act (Chapter 65 ILCS 5/11-74.4-1, et seq.) of the Illinois Statutes as amended. Highlights of the Redevelopment Plan's elements will include:

- · Project Area boundary description, and corresponding maps and related exhibits;
- Redevelopment Plan and Program goals and objectives;
- Proposed Project Area land use plan, infrastructure, and public improvements;
- · Examination of key redevelopment sites within the Project Area; and
- Proposed TIF Budget based on projected incremental revenue through the life of the TIF.

2.2 Identification of Public Notice of Meetings.

Teska will identify the property owners of record and subsequent public notice lists for all properties located within the Redevelopment Project Area, and all residential properties located within the Project Area, and within 750 feet, as required by the Act. Teska will prepare all required notice letters.

2.3 Report Submittal and Review.

A draft Redevelopment Plan will be prepared and submitted for review by the City. Teska will attend one (1) meeting to review and discuss the draft Redevelopment Plan. Teska will revise the draft Redevelopment Plan as necessary and create a Final Draft version of the Redevelopment Plan suitable for the TIF adoption process outlined in Phase 3.

PHASE 3: ADOPTION OF REDEVELOPMENT PROJECT

3.1 Coordinate with City/TIF Attorney.

Teska will coordinate with the City Attorney (or consultant TIF attorney) to create a timeline for the adoption of the TIF and assist with the preparation of the required public notices and approval ordinances.

3.2 Joint Review Board Meeting.

The City will convene a Joint Review Board (JRB) meeting for the Project Area as required by TIF statute. Teska will provide written notification along with a copy of the draft documents to the affected taxing districts and attend the meeting of the JRB to present the findings of the Redevelopment Plan and associated Eligibility Findings Report.

3.3 Public Notice of Meeting.

In advance of this task, Teska will have prepared and will provide to the City, a taxpayer of record list for each Property Identification Number (PIN) within the Redevelopment Project Area.

3.4 Public Hearing.

Teska will participate in one (1) formal public hearing as required by Illinois Revised Statutes to discuss the proposed TIF Plan and Program, discussion points from the Joint Review Board Meeting, and respond to questions from the public.

3.5 City Council Deliberation.

Teska will participate in one (1) City Council meeting to answer any remaining questions and assist with the TIF adoption process.

3.6 Revisions.

Teska will perform revisions to the draft Eligibility Study and draft Redevelopment Plan as necessary, based on comments from the public hearing, Joint Review Board meeting, and City Council recommendations. Teska will submit a final Redevelopment Plan and associated Eligibility Findings Report, in print and electronic format.

3.7 Filing of Required Documents.

Teska will assist the City in submitting all required forms and data to DuPage County and the Illinois Department of Commerce and Economic Opportunity.

Public Notices. The City will execute all required mailed and published public notifications of the Joint Review Board, public hearing and any other required public meetings and notices as described in state statutes and will keep complete records of these notices. Teska has an ongoing relationship with a mailing house that can handle the mailings for an additional nominal fee plus postage costs.

Continuing TIF Services. Teska can assist the City of Darien with annual Joint Review Board meetings and/or the filing of annual TIF reports to the Illinois Department of Commerce and Economic Opportunity as required by the Act. Teska can also assist the City with review of proposed TIF projects and requests for TIF assistance by property owners and developers within the newly established redevelopment project area.

COST ESTIMATE:

The project may be terminated after Phase 1 if the eligibility report indicates eligibility is not sufficient to accomplish the City's goals, at no additional cost to the City. In addition, costs related to the establishment of a TIF district are considered as eligible TIF expenditures and can be reimbursed to the City by the TIF fund.

PHASE	COST
Phase 1 – Eligibility Findings Report	\$15,000
Phase 2 – Project Redevelopment Plan (including TIF increment projections)	\$10,000
Phase 3 –Adoption of Redevelopment Project	\$5,000
Total *	\$30,000

^{*} Total cost excludes costs for preparation of a legal description and mailing costs for required notices. Additional development advisory services can be provided at an hourly rate of \$155/hr.

Legal Description

Dynasty Group

211 W. Wacker Drive, Suite 300

Chicago, IL 60606

Flat fee of \$2,500

Legal Counsel

Kathleen Field Orr

Ottosen, DiNolfo, Hasenbalg & Castaldo, Ltd.

1804 North Naper Boulevard, Suite 350

Naperville, IL 60563

Hourly Rate: \$150/hr

Legal Notices

Allegra Marketing

1255 Hartrey Avenue

Evanston, IL 60202

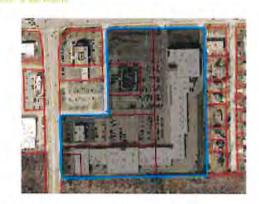
Cost TBD by # of mailings required



February 7, 2025

Pete losue, AICP Associate Principal Teska Associates, Inc. 627 Grove Street Evanston, IL 60201 Via email: Plosue@teskaassociates.com

Cost Estimate for Preparation of Legal Description for the attached Boundary at 75 Tst and Lemont Rd in Darlen, DuPage County, IL



Dear Mr. losue:

At your request, Dynasty Group, Inc. (Dynasty) is pleased to submit this cost proposal for the above referenced services. We propose a lump sum fee of \$2,500 for this work. The price quoted is a not to exceed cap and inclusive of acceptance by the client.

The prepared legal description will be submitted in MS Word format. Any additional work must be approved in writing by the client in advance of the work being undertaken. Thank you for this opportunity and we look forward to working with you.

Sincerely,

Zhong Chen, PE, PLS President

Dynasty Group, Inc.

Accepted by:	
Printed name:	
Date:	

REFERENCES:

Company Name: Village of Bloomingdale

Address: 201 S. Bloomingdale Road

Phone # / Email: 630-671-5611 <u>ScaleraP@vil.bloomingdale.il.us</u>

Contact Person: Pietro Scalera, Village Administrator

Dates of Service: 2018 to present

Company Name: Village of Villa Park

Address: 20 S. Ardmore Avenue

Phone # / Email: 630-433-4315 mmclaughlin@invillapark.com

Contact Person: Marc McLaughlin, Director of Community and Economic Development

Dates of Service: 2021 to 2024

Company Name: Village of Western Springs

Address: 740 Hillgrove Avenue

Phone # / Email: 708-246-1800 Ext. 169 hvalone@wsprings.com

Contact Person: Heather Valone, Assistant Director of Community Development

Dates of Service: 2010 to present

^{*} Additional TIF references available upon request.

RECENT TIF PROJECTS:

Teska has worked with many neighboring communities to Darien in the creation of TIF districts, including the Villages of Broadview, Berkeley, Villa Park, Western Springs, Bedford Park, Hodgkins, Lyons and North Aurora. Teska has helped with the creation of over 100 TIF districts in the Chicagoland area and has extensive experience in the creation of new districts, amending existing districts, reviewing TIF eligible projects and required annual reporting.

The following recent TIF projects represent Teska's wide range of TIF expertise from smaller more targeted commercial districts similar to what Darien is proposing, to larger districts including multiple corridors and land uses, and reconfiguration of existing TIF district boundaries (see detailed project sheets on following pages):

Village of Hodgkins

Example of an amended TIF district. Teska worked with the Village to create a new TIF district and then amended the district to adjust the district boundary to accommodate new redevelopment. (contact: John O'Connell 708-579-6700)

Village of Bedford Park

Example of ongoing TIF relationship. Teska has worked with the Village for roughly 20 years to create multiple TIF districts and has an ongoing relationship with Village to review proposed redevelopment projects. Recent projects include review of the newly opened Wintrust event center and the recently approved training facility for the Chicago Sky. (contact: Larry Gryzczewski 708-403-5600)

Village of Broadview

Example of ongoing TIF relationship. Teska has worked with the Village for roughly 20 years to create multiple TIF districts and has an ongoing relationship with Village to review proposed redevelopment projects. Currently working on updating the Village's comprehensive plan. (contact: David Upshaw 708-345-8174)

Village of Lake Villa

Worked with the Village to develop the downtown plan, downtown TIF district, and downtown Business Development District. Currently working on evaluation of a new TIF district in the Village's industrial area. (contact: Michael Strong 847-356-6100)

Village of Monee

Worked with the Village to create a new combined TIF district to replace multiple existing smaller districts, which allowed for the development of the new Amazon distribution center. Teska has an ongoing relationship with Village to review proposed redevelopment projects. Currently working with the Village to amend the existing TIF district to include new parcels for future planned redevelopment. (contact: Bill Barnes 815-641-8740)



HODGKINS, IL

TAX INCREMENT FINANCING

The Village of Hodgkins establish TIF District #3 in 2011. Due to a down economy and decreasing property values within the Village since the establishment of the District, the Village initiated reconfiguration of the existing District and the creation of the new East Avenue Tax Increment Financing District #4. This process allowed for the new TIF district to establish a lower base property value to compensate for the unanticipated decrease resulting from the recent downturn in the economy, and allows the Village to capture additional incremental revenue that was anticipated by the original TIF plan.





The old (left) and new (right) TIF District boundaries.



New construction within the TIF district.



Vacant land suitable for industrial development



Vacant retail center (currently fully occupied)

teska

Teska Associates, Inc. www.TeskaAssociates.com



The Village of Bedford Park has a small residential population and a relatively large industrial base, along with several successful existing tax increment financing districts. Teska was retained to evaluate a large industrial area including several vacant and underutilized properties for TIF eligibility. The eligibility study and accompanying redevelopment plan was approved and adopted by the Village in July 2010, and will complement the Village's existing commercial TIF districts.











Teska Associates, Inc. www.TeskaAssociates.com





19TH STREET TAX INCREMENT FINANCING DISTRICT BROADVIEW, IL

Mature suburbs face a number of challenges when it comes to redevelopment. The Village of Broadview Comprehensive Plan, developed by Teska, identified a number of sites throughout the community that were underutilized. One key underutilized area was a 10 acre area at the southwest corner of 19th Street and 17th Avenue. This site contained an old bowling alley and several other vacant or declining properties. The Village retained Teska to determine eligibility, create a redevelopment plan, and assist in negotiation and plan review for a new commercial development. Despite a difficult economy, a Chase Bank recently opened and the developer, Heritage Companies, is actively marketing the remainder of the Center.



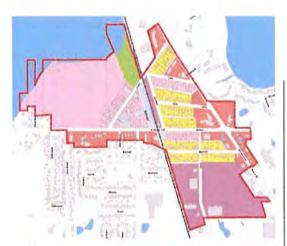
Teska Associates, Inc. www.TeskaAssociates.com

19th Street Tax Increment Financing Redevelopment Plan and Amendmen





Lake Villa, IL





In 2012, Teska Associates led a consulting team to work with the Village of Lake Villa to develop a Transit Oriented Development (TOD) plan which created an economic development strategy for the downtown business district. One of the key recommendations in the plan was to create incentives for public private partnerships to support economic development.

In 2015-2016 Teska led two parallel efforts to put in place a Tax Increment Finance (TIF) District and Business District to implement the recommendations in the Plan. The goal of the Downtown TIF is to support private investment in the downtown commercial district and nearby industrial park. Various development sites have been identified including the 60-plus acre Sherwood Park property located on Cedar Lake, which has been vacant since the privately-owned park closed in 1991 as well as opportunities for redevelopment of older buildings in the downtown.

Teska also worked with the Village to create a Downtown Business District to expand the financial incentives to raise funds for matching grants, support private investment, and make public improvements to the downtown.



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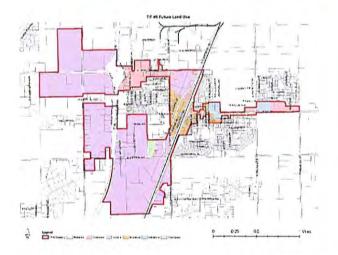


MONEE, IL

TAX INCREMENT FINANCING

In 2015, the Village of Monee had three active TIF districts that were all underperforming. Teska was hired to help the Village evaluate the existing TIF districts, and to help address the underlying issues relating to the TIFs. The Village's comprehensive approach to evaluating their TIF districts lead to the removal of parcels from the existing TIF districts, and the creation of a new, expanded TIF district in their place. This new TIF District #5 incorporates the downtown area as well as the heavily industrial areas to the west along Monee-Manhattan Road, and to the south along 1-57. This new TIF district was instrumental in the Village's negotiations to secure a new 850,000 square foot Amazon Fulfillment Center providing hundreds of jobs within the Village.

TIF District #6 was created in 2017 to compliment and further incentivize industrial areas adjacent to the new Amazon Fulfillment Center and the I-57 interchange at Monee-Manhattan Road.









Teska Associates, Inc. www.TeskaAssociates.com





AGENDA MEMO

City Council Meeting Date: March 3, 2025

Issue Statement

MOTION TO APPROVE AN **ORDINANCE** ABATING CERTAIN TAXES PREVIOUSLY LEVIED BY ORDINANCE NO. 0-24-24

Background/History

The City Council approved the 2024 tax levy in the amount of \$2,971,285. Unfortunately, we are still subject to a timing constraint that requires the city to make its initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need. When the council approved the levy, they said they would review this amount in conjunction with the FYE 26 budget review to determine final amount of the levy.

If the council wants to maintain the \$2,971,285 tax levy request, no further action is needed. If the council wants to reduce that amount, they would need to pass a tax levy abatement ordinance and file that with DuPage County. The attached draft abatement ordinance would abate \$459,325, which would keep this year's property tax request the same as last year's tax extension of \$2,511,961.

Staff recommendation

Ad directed

Decision Mode

The tax levy abatement ordinance will be on the March 3, 2025, council agenda for consideration.



CITY OF DARIEN DU PAGE COUNTY, ILLINOIS

ORDINANCE NO.____

AN ORDINANCE ABATING CERTAIN TAXES PREVIOUSLY LEVIED BY ORDINANCE NO. 0-24-24

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 3rd DAY OF March 2025

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this 3rd day of March 2025.

AN ORDINANCE ABATING CERTAIN TAXES PREVIOUSLY LEVIED BY ORDINANCE NO. 0-24-24

WHEREAS, on November 18, 2024, the Darien City Council adopted Ordinance No. O-24-24, "An Ordinance Levying Taxes For General and Special Corporate Purposes For the Fiscal Year Commencing on the First Day of May, 2024, and Ending on the Thirtieth Day of April, 2025, For the City of Darien, Illinois" (the "Tax Levy Ordinance); and

WHEREAS, the Tax Levy Ordinance was filed in the Office of the DuPage County Clerk on November 22, 2024; and

WHEREAS, the total amount levied for special corporate purposes and debt in the Tax Levy Ordinance was \$3,654,385.00; and

WHEREAS, included in that levy was a levy in the amount of \$2,971,285.00 for Police Pension Fund purposes; and

WHEREAS, the Mayor and City Council have determined that it is reasonable to abate a portion of the Tax Levy Ordinance's Police Pension Fund levy;

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

SECTION 1: The sum of \$459,324.00 representing a portion of the Police Pension Fund levy of \$2,971,285.00 is hereby ABATED, leaving a revised tax levy for the Police Pension Fund of \$2,511,961.00.

SECTION 2: The City Clerk of the City of Darien is hereby directed to file a certified copy of this Ordinance with the County Clerk of the County of DuPage, as provided by law.

ORDINANCE NO	
SECTION 3:	If any i

SECTION 3: If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent the terms of this ordinance should be inconsistent with any non-preemptive state law, this ordinance shall supersede state law in that regard within its jurisdiction.

SECTION 5:	This Ordinance shall be in	full force and effect from and after its passage,
approval and publicat	ion in pamphlet form, as pro	vided by law, and shall be known as Ordinance
Number	of the City of Dari	en, Illinois.
PASSED BY	THE CITY COUNCIL	OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOI	(S, this day of	, 2025.
AYES:		
NAYS:		
ABSTAIN:		
ABSENT:		
APPROVED	BY THE MAYOR OF TH	E CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this	day of, 2025.	
	_	
		JOSEPH MARCHESE, MAYOR

ORDINANCE NO
ATTEST:
JOANNE E. RAGONA, CITY CLERK
APPROVED AS TO FORM:
CITY ATTORNEY



AGENDA MEMO City Council March 3, 2025

ISSUE STATEMENT

A <u>resolution</u> accepting a proposal from Garland/DBS, Inc., Services for the metal restoration, flat re-roof or roof repair with additional soffit repair at the police department for the City Hall and Police Department in an amount not to exceed \$410,318.

AND

A motion authorizing a contingency in the amount of \$10,000 for unforeseen repairs related to the roof refurbishment.

BACKGROUND

The proposed FY 25/26 Budget includes funds for the replacement of the City Hall and Police Department roofs. The existing roofs are approximately 32-40 years respectively in age and require replacement. The roofs on both buildings are showing signs of corrosion on the metal panels and the flat roof membrane is failing thus evidencing leaks within the buildings. The proposed work includes the following:

Police Department-Metal Roof \$176,307 - proposal labeled as Attachment A

Spot Repairs
Priming
Reinforcement of Lap Seams
Install protective Coatings

Police Department Flat Roof Repair-Alternate 1 \$47,477

Remove Existing Membrane Replace with New Insulation and Membrane Remove Coping Install with new Coping Install Protective Coatings

Police Department-Soffit/Canopy and Gutters \$42,363

Remove Existing Material Install Metal Soffit Remove Existing Gutters Install New Gutters

Police Department-Contingency \$5,000

A contingency in the amount of \$5,000 is included for any unforeseen issues upon removal such as wood deck and soil stack replacements.

Police Department Total Costs with Contingency \$271,147

City Hall-Metal Roof and Flat Roof \$144,171 - proposal labeled as Attachment B

Roofing-Public CH & PD 03-03-25 Page 2

Metal Roof

Spot Repairs
Priming
Reinforcement of Lap Seams
Install protective Coatings

Flat Roof

Remove Existing Membrane Replace with New Insulation and Membrane Remove Coping Install with new Coping Install Protective Coatings

Gutters

Remove Limited Gutters Install New Gutters as Specified

City Hall-Contingency \$5,000

A contingency in the amount of \$5,000 is included for any unforeseen issues upon removal such as wood deck and soil stack replacements.

City Hall Total Costs with Contingency \$149,171

All work further includes waterproofing all protrusions and parapet walls adjacent to the roof deck. The re-roof system is covered under a 25-year material and workmanship guarantee and the metal work is warrantied for a period of 10 years on workmanship and limited material. See email labeled as **Attachment C**.

This item is being brought to the respective committee and City Council for approval prior to the FYE26 Budget approval due to significant savings in amount of up to 35%, due to price increases on April 1, 2025. See email attached and labeled as <u>Attachment D</u>. The expenditure for this item was discussed at the February 19, 2025 Committee of the Whole, Budget meetings and approved as indicated below.

Staff had previously utilized the services form Garland/DBS, Inc., as the general contractor with very satisfactory services. As the general contractor, Garland furnishes materials and labor to accommodate all roofing exterior services. The vendor is an awarded vendor of the OMNIA Partners. OMNIA partners provide public & private sector industries value-driven procurement and cost-saving solutions. Through the bidding process of OMNIA Partners, said vendor was awarded a national contract through Racine County, WI, for Roofing Supplies and Services, Waterproofing and Related Products and Services, under Contract Number PW1925, and has been extended to October 14, 2029.

The proposed expenditure would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25/26 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
	Maintenance-Building Police Department			
01-30-4223	Roof & Exterior Soffit	\$295,000	\$271,147	\$23,853
01-30-4223	Maintenance-Building City Hall Roof	\$212,000	\$149,171	\$62,829
TOTALS		\$507,000	\$420,318	\$86,682

STAFF RECOMMENDATION

Staff recommends approval of this resolution accepting a proposal from Garland/DBS, Inc., Services for the metal restoration, flat re-roof or roof repair with additional soffit repair at the police department for the City Hall and Police Department in an amount not to exceed \$410,318.

AND

A motion authorizing a contingency in the amount of \$10,000 for unforeseen repairs related to the roof refurbishment.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on March 3, 2025 Chairman Belczak will be presenting the Committee's recommendation.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the March 3, 2025, City Council, New Business agenda for formal approval.





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

Design-Build Solutions, Inc.

DBS

A Subsidiary of Garland Industries

ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Darien
Police Department
1710 Plainfield Rd
Darien, Illinois 60561

Date Submitted: 01/20/2025 Proposal #: 25-IL-241127 MICPA # PW1925 ILLINOIS General Contractor License #: 104.015673

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

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

Scope of Work: PD Metal Restoration

- Stage and Mobilize equipment and materials.
- 2. Secure working area with cones & caution tape.
- Remove existing debris free from roof.
- 4. Inspect and hand grind any necessary areas free of oxidation.
- 5. Apply Metal Primer at rate of .5 gal per 100 sq ft.
- 6. Install Unibond reinforcement over lap seams.
- Install R-Mer Coat at rate of 1 gal per 350 sq ft.
- 8. Install R-Mer Coat top coat at rate of 1 gal per 350 sq ft.
- 9. Full clean/ sweep of all construction debris.

Scope of Work: Base - Flat Roof Repair

- Stage and mobilize equipment & materials.
- Remove damaged EPDM and replace with EPDM coverstrip.
- 3. Clean surface free of debris.
- 4. Remove existing metal counterflashing.
- 5. Install unibond reinforcement on seams.
- 6. Coat seams with 1 gal WKP.
- Apply base coat of WKP at rate of 2 gal per 100 sq ft.
- 8. Allow 24hrs for flashing off base coat.
- 9. Apply Top coat of WKP at rate of 2 gal per 100 sq ft.
- 10. Full clean sweep of all construction debris.

Scope of Work: Add Alternate 1 - Flat Re-Roof

- 1. Stage and Mobilize equipment and materials.
- 2. Secure working area with cones & caution tape.
- 3. Remove existing membrane down to existing decking.
- 4. Replace in kind Poly/ ISO insulation to concrete deck.
- 5. HR Foam 1/2" dens deck.
- 6. Install Garlands Base sheet in 2 gal WK.
- 7. Install Garlands Stressply cap sheet in 2 gal WK.
- 8. Prime surface with Garla prime at rate of .5 gal per 100 sq ft.
- 9. Install Silver shield at rate of 2 gal per 100 sq ft.
- 10. Remove and install all new flashings.
- 11. Remove coping- run new base up and over to top nailer of coping.
- 12. Install approx 600 linear feet of gutters and downspouts replacement at 6 inch.
- 13. 3-course all vertical seams and corners then silverflash.
- 14. Full clean/ sweep of all construction debris

Scope of Work: Add Alternate 2 - Soffit Replacement

- Remove and dispose of the existing 900 sq. ft. of drywall soffit at the main entrance of the Police station.
- 2. Install 24 ga banding as required.
- 3. Install 900 sq. ft. of soffit and related trims as supplied by Garland Co.

Note: 10-Year warranty of Metal Restoration SEE ATT CEMBIC

Base Bid

Proposal Price Based Upon Market Experience:	\$ 176,30
--	-----------

Garland/DBS Price Based Upon Local Market Competition:

1 J.L. Adler Roofing	\$ 176,307
2 R.B. Crowther	\$ 202,829
3 Riddiford Roofing	\$ 225,276
4 DCG Roofing Solutions	\$ 279,791
5 Knickerbocker Roofing	\$ 281,559

Add Alternate 1 - Flat Re-Roof

Proposal Price Based Upon Market Experience:	\$ 47,477
rioposai riice baseu opoii market Experience.	3 41.411

Garland/DBS Price Based Upon Local Market Competition:

1 J.L. Adler Roofing	\$ 47,477
2 DCG Roofing Solutions	\$ 53,343
3 R.B. Crowther	\$ 66,076
4 Riddiford Roofing	\$ 72,106
5 Knickerbocker Roofing	\$ 79,521

J.L. Adler Roofing - Unforeseen Site Conditions:

Wood Decking Replacement	\$ 12.77	per Sq. Ft.
Soil Stack Replacement	\$ 142.50	Each
Metal Panel Replacement	\$ 42.75	per Ln. Ft

Add Alternate 2 - Soffit Replacement Proposal Price Based Upon Market Experience:

\$ 42,363

Garland/DBS Price Based Upon Local Market Competition:

1 Weisbrook Sheet Metal \$ 42,363

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

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal price can only be held until March 31, 2025. A Purchase Order or Fully Executed Contract must be in place by March 31, 2025 to hold pricing and all materials must be shipped prior to March 31, 2025. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

- 1. Permits are excluded. If permits are required this will be addressed via change order.
- 2. Bonds are included.
- 3. Plumbing, Mechanical, Electrical work is excluded.
- 4. Masonry work is included to which it obtains to the scope of work.
- Interior Temporary protection is excluded.
- 6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller Garland/DBS, Inc. (216) 430-3606

> 2 176,307.00 %+% 47,477.00 %+% 42,363.00 %+% 5,000.00 %+% 271,147.00 %6%

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



ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Darien
Municipal Center
1702 Plainfield Rd
Darien, Illinois 60561

Date Submitted: 09/19/2024
Proposal #: 25-IL-241134
MICPA # PW1925
ILLINOIS General Contractor License #: 104.015673

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

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

Scope of Work: Metal Restoration

- 1. Stage and Mobilize equipment and materials.
- 2. Secure working area with cones & caution tape.
- Remove existing debris free from roof.
- 4. Inspect and hand grind any necessary areas free of oxidation.
- Apply Metal Primer at rate of .5 gal per 100 sq ft.
- 6. Install Unibond reinforcement over lap seams.
- 7. Install R-Mer Coat at rate of 1 gal per 350 sq ft.
- Install R-Mer Coat top coat at rate of 1 gal per 350 sq ft.
- 9. Full clean/ sweep of all construction debris.

Metal Restoration to receive a 10-year warranty.

Scope of Work: Flat Re-Roof

- 1. Stage and Mobilize equipment and materials.
- Secure working area with cones & caution tape.
- Remove existing membrane down to existing decking.
- 4. Inspect decking and replace per ft. \$.
- 5. Install rosin paper over wood decking.
- 6. Install HPR glasbase sheet nailable.
- Mechanically fasten 1/2" dens deck.
- Install Garlands Base sheet in 2 gal WK.
- 9. Install Garlands Stressply cap sheet in 2 gal WK.
- Prime surface with Garla prime at rate of .5 gal per 100 sq ft.
- 11. Install Silver shield at rate of 2 gal per 100 sq ft.

- 12. Remove and install all new flashings.
- 13. Remove coping- run new base up and over to top nailer of coping.
- 14. 40 linear feet of gutter to be replaced.
- 15. 3-course all vertical seams and corners then silverflash.
- Full clean/ sweep of all construction debris.
 Flat Re-Roof to receive a 25-year warranty.

Proposal Price Based Upon Market Experience:

144,171

Garland/DBS Price Based Upon Local Market Competition:

1 J.L. Adler Roofing	\$ 144,171
2 R.B. Crowther	\$ 148,745
3 DCG Roofing Solutions	\$ 160,869
4 Riddiford Roofing	\$ 164,418
5 Knickerbocker Roofing	\$ 220,967

J.L. Adler Roofing - Unforeseen Site Conditions:

Wood Deck Replacement	\$ 12.77	per Sq. Ft.
Soil Stack Replacement	\$ 142.50	Each

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

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

Clarifications/Exclusions:

- 1. Permits are excluded. If permits are required this will be addressed via change order.
- 2. Bonds are excluded.
- 3. Plumbing, Mechanical, Electrical work is excluded.
- 4. Masonry work is included to which it obtains to the scope of work.
- Interior Temporary protection is excluded.
- 6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller Garland/DBS, Inc. (216) 430-3606

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Shawn

Is the warranty on the metal, 10 years, for both buildings and I presume it is only warrantied for the corrosion and coatings. Reason on the ask is that there are repairs to the metal on both buildings.

The flat roof on both buildings is warrantied for 25 years and again labor and materials is included.

Sincerely,

Daniel Gombac Director of Municipal Services 630-353-8106 Mobile 630-514-2519

Dan Gombac

From: Shawn Browning <sbrowning@garlandco.com>

Sent: Tuesday, February 25, 2025 4:19 PM

To: Dan Gombac Cc: Kris Throm

Subject: Re: Village of Roselle PD Revised Omnia Roof Proposal

Yes. The restoration fluid applied membrane installed on the existing metal roofs is a 10yr warranty.

The flat roof that we are tearing off the existing modified and installing new will be 25yr warranty both labor and material.

Metal repairs we complete like termination, counterflashing, coping, internal gutter and edge metal would fall under the warranty of the system being installed.

Shawn Browning
Territory Manager SW Chicago
The Garland Company
331-216-9115 -Mobile
sbrowning@garlandind.com
www.garlandco.com



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On Feb 25, 2025, at 3:59 PM, Dan Gombac <dgombac@darienil.gov> wrote:





From: Regina Kokkinis < rkokkinis@darienil.gov>
Sent: Monday, February 24, 2025 12:56 PM
To: Dan Gombac < dgombac@darienil.gov>
Cc: Kris Throm < kthrom@darienil.gov>

Subject: RE: Revised Village of Darien PD proposal

Would this be two separate memos?

Sincerely,

Regina Kokkinis

Administrative Assistant, Municipal Services
City of Darien
630-353-8105
To receive important information from the City of Darien sign up for our electronic newsletter:
DARIEN DIRECT CONNECT
Follow the link and subscribing is simple!
https://darien.il.us/reference-desk/directconnect-enews

From: Kris Throm < kthrom@darienil.gov>
Sent: Monday, February 24, 2025 12:43 PM

To: Dan Gombac <dgombac@darienil.gov>; Regina Kokkinis <rkokkinis@darienil.gov>

Subject: RE: Revised Village of Darien PD proposal

Dan,

As you and I have discussed there is a price break if the City is able to move forward with approval of the City Hall and Police Department Roof Projects. It would allow Garland/DBS to keep the 2024 pricing so long as the material is shipped before the end of March. From what Shawn had told me last fall it could amount to approx. \$35K across the projects, so the savings are pretty significant. I just spoke with Shawn Browning and based on timelines he believes that the March 3rd City Council meeting would provide the best chances of getting everything in under that time line. He thinks that if we tried to wait until the March 17th meeting we run the risk of not getting it in on time. Please keep in mind that contracts need to be executed and product needs to be made and shipped. So we would need executed Agenda Memo ASAP following Council Meeting. With that said more than likely they will want to start on the roofs right away too, more than likely beginning of April. I have asked if he could put together an email highlighting pricing still being good and key points about all of this and when billing would probably happen.

We should have all quotes already and I am re-forwarding them again anyway as attachments to this email. On the Police Department one we are taking both options. Also, probably not bad to have a little contingency on both buildings as there are chances for unforeseen additional costs. Please let me know if you have any questions.

Thanks,



RESOLUTION NO.	
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A RESOLUTION ACCEPTING A PROPOSAL FROM GARLAND/DBS, INC., SERVICES FOR THE METAL RESTORATION, FLAT RE-ROOF OR ROOF REPAIR WITH ADDITIONAL SOFFIT REPAIR AT THE POLICE DEPARTMENT FOR THE CITY HALL AND POLICE DEPARTMENT IN AN AMOUNT NOT TO EXCEED \$420,318

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 accepts a proposal from Garland/DBS, Inc., Services for the metal restoration, flat re-roof or roof repair with additional soffit repair at the police department for the City Hall and Police Department in an amount not to exceed \$420,318, a copy of which is attached hereto as "Exhibit A".

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

PASSED BY THE CITY COUNCIL	OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, this 3 rd day of March 202	5.
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF TH ILLINOIS, this 3rd day of March 2025.	E CITY OF DARIEN, DU PAGE COUNTY,
ATTEST:	JOSEPH MARCHESE, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM	
CITY ATTORNEY	





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



ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Darien **Police Department** 1710 Plainfield Rd Darien, Illinois 60561

Date Submitted: 01/20/2025 Proposal #: 25-IL-241127 **MICPA # PW1925** ILLINOIS General Contractor License #: 104.015673

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

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

Scope of Work: PD Metal Restoration

- 1. Stage and Mobilize equipment and materials.
- 2. Secure working area with cones & caution tape.
- Remove existing debris free from roof.
- Inspect and hand grind any necessary areas free of oxidation.
- 5. Apply Metal Primer at rate of .5 gal per 100 sq ft.
- 6. Install Unibond reinforcement over lap seams.
- 7. Install R-Mer Coat at rate of 1 gal per 350 sq ft.
- 8. Install R-Mer Coat top coat at rate of 1 gal per 350 sq ft.
- 9. Full clean/ sweep of all construction debris.

Scope of Work: Base - Flat Roof Repair

- Stage and mobilize equipment & materials.
- Remove damaged EPDM and replace with EPDM coverstrip.
- Clean surface free of debris.
- Remove existing metal counterflashing.
- Install unibond reinforcement on seams.
- 6. Coat seams with 1 gal WKP.
- 7. Apply base coat of WKP at rate of 2 gal per 100 sq ft.
- 8. Allow 24hrs for flashing off base coat.

 9. Apply Top coat of WKP at rate of 2 gal per 100 sq ft.

 9. Apply Top coat of all construction debris.
- Full clean sweep of all construction debris.

Scope of Work: Add Alternate 1 - Flat Re-Roof

- 1. Stage and Mobilize equipment and materials.
- 2. Secure working area with cones & caution tape.
- 3. Remove existing membrane down to existing decking.
- 4. Replace in kind Poly/ ISO insulation to concrete deck.
- 5. HR Foam 1/2" dens deck.
- Install Garlands Base sheet in 2 gal WK.
- 7. Install Garlands Stressply cap sheet in 2 gal WK.
- 8. Prime surface with Garla prime at rate of .5 gal per 100 sq ft.
- 9. Install Silver shield at rate of 2 gal per 100 sq ft.
- Remove and install all new flashings.
- 11. Remove coping- run new base up and over to top nailer of coping.
- 12. Install approx 600 linear feet of gutters and downspouts replacement at 6 inch.
- 13. 3-course all vertical seams and corners then silverflash.
- 14. Full clean/ sweep of all construction debris

Scope of Work: Add Alternate 2 - Soffit Replacement

- Remove and dispose of the existing 900 sq. ft. of drywall soffit at the main entrance of the Police station.
- Install 24 ga banding as required.
- 3. Install 900 sq. ft. of soffit and related trims as supplied by Garland Co.

Note: 10-Year warranty of Metal Restoration SEE ATT. C TEMPIL

Base Bid

Proposal Price Based Upon Market Experience:	\$ 176,307

Garland/DBS Price Based Upon Local Market Competition:

\$ 176,307
\$ 202,829
\$ 225,276
\$ 279,791
\$ 281,559
\$

Add Alternate 1 - Flat Re-Roof

Proposal Price Based Upon Market Experience:	\$ 47,477

Garland/DBS Price Based Upon Local Market Competition:

1 J.L. Adler Roofing	\$ 47,477
2 DCG Roofing Solutions	\$ 53,343
3 R.B. Crowther	\$ 66,076
4 Riddiford Roofing	\$ 72,106
5 Knickerbocker Roofing	\$ 79,521

J.L. Adler Roofing - Unforeseen Site Conditions:

Wood Decking Replacement	\$ 12.77	per Sq. Ft.
Soil Stack Replacement	\$ 142.50	Each
Metal Panel Replacement	\$ 42.75	per Ln. Ft

Add Alternate 2 - Soffit Replacement Proposal Price Based Upon Market Experience:

\$ 42,363

Garland/DBS Price Based Upon Local Market Competition:

1 Weisbrook Sheet Metal \$ 42,363

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

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal price can only be held until March 31, 2025. A Purchase Order or Fully Executed Contract must be in place by March 31, 2025 to hold pricing and all materials must be shipped prior to March 31, 2025. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

- 1. Permits are excluded. If permits are required this will be addressed via change order.
- 2. Bonds are included.
- 3. Plumbing, Mechanical, Electrical work is excluded.
- 4. Masonry work is included to which it obtains to the scope of work.
- Interior Temporary protection is excluded.
- 6. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller Garland/DBS, Inc. (216) 430-3606

> > %



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



ROOFING MATERIAL AND SERVICES PROPOSAL

Village of Darien
Municipal Center
1702 Plainfield Rd
Darien, Illinois 60561

Date Submitted: 09/19/2024
Proposal #: 25-IL-241134
MICPA # PW1925
ILLINOIS General Contractor License #: 104.015673

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

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

Scope of Work: Metal Restoration

- 1. Stage and Mobilize equipment and materials.
- 2. Secure working area with cones & caution tape.
- Remove existing debris free from roof.
- 4. Inspect and hand grind any necessary areas free of oxidation.
- 5. Apply Metal Primer at rate of .5 gal per 100 sq ft.
- 6. Install Unibond reinforcement over lap seams.
- 7. Install R-Mer Coat at rate of 1 gal per 350 sq ft.
- 8. Install R-Mer Coat top coat at rate of 1 gal per 350 sq ft.
- 9. Full clean/ sweep of all construction debris.

Metal Restoration to receive a 10-year warranty. SEF EMPIL ATT

Scope of Work: Flat Re-Roof

- 1. Stage and Mobilize equipment and materials.
- 2. Secure working area with cones & caution tape.
- 3. Remove existing membrane down to existing decking.
- 4. Inspect decking and replace per ft. \$.
- Install rosin paper over wood decking.
- 6. Install HPR glasbase sheet nailable.
- 7. Mechanically fasten 1/2" dens deck.
- 8. Install Garlands Base sheet in 2 gal WK.
- 9. Install Garlands Stressply cap sheet in 2 gal WK.
- Prime surface with Garla prime at rate of .5 gal per 100 sq ft.
- 11. Install Silver shield at rate of 2 gal per 100 sq ft.

- 12. Remove and install all new flashings.
- 13. Remove coping- run new base up and over to top nailer of coping.
- 14. 40 linear feet of gutter to be replaced.
- 15. 3-course all vertical seams and corners then silverflash.
- Full clean/ sweep of all construction debris.
 Flat Re-Roof to receive a 25-year warranty.

Proposal Price Based Upon Market Experience:

144,171

Garland/DBS Price Based Upon Local Market Competition:

1 J.L. Adler Roofing	\$ 144,171
2 R.B. Crowther	\$ 148,745
3 DCG Roofing Solutions	\$ 160,869
4 Riddiford Roofing	\$ 164,418
5 Knickerbocker Roofing	\$ 220,967

J.L. Adler Roofing - Unforeseen Site Conditions:

Wood Deck Replacement	\$ 12.	77 per Sq. Ft.
Soil Stack Replacement	\$ 142.	50 Each

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

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

Clarifications/Exclusions:

- 1. Permits are excluded. If permits are required this will be addressed via change order.
- 2. Bonds are excluded.
- 3. Plumbing, Mechanical, Electrical work is excluded.
- 4. Masonry work is included to which it obtains to the scope of work.
- 5. Interior Temporary protection is excluded.
- Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Jarod Miller

Jarod Miller Garland/DBS, Inc. (216) 430-3606

> 0. %8% % 0. %6% % 144,171.00 %†% 5,000.00 %†% (49,171.00 %8%



AGENDA MEMO City Council March 3, 2025

ISSUE STATEMENT

A <u>resolution</u> authorizing the Mayor to execute a contract with SKC Construction, Inc. in an amount not to exceed \$114,310 for the 2025 Crack Fill Program.

AND

A motion authorizing a contingency in the amount of \$3,000 for unforeseen work that may be required for the Crack Fill Program.

BACKGROUND/HISTORY

The FY 25/26 Budget includes funds for the 2025 Crack Fill Program. Crack sealing is a routine maintenance treatment that will significantly delay roadway deterioration. The sealing material is applied into the cracks before they become too large and before the freeze-thaw cycles have an opportunity to shift the pavement and develop larger cracks (alligatoring). Flexible rubberized asphalt sealants bond to crack walls and move with the pavement, preventing water from entering the road base. The life of the road is extended and maintenance costs are greatly reduced over time.

The scope of the program includes all cracks to be routed with a low dust mechanical router to a depth of ½" and a width of approximately 3". Upon completion of the routing, all dirt, debris, and water is removed from the cracks. The method of removal is completed by utilizing a blow pipe which blows compressed air from a pull behind conventional air compressor. The crack is then filled with a rubber sealant which is feathered to a width of approximately 3-inches in width.

In 2022, the City of Darien teamed up with local public agencies which included Burr Ridge, Downers Grove, DuPage County, Elmhurst, Lombard, Villa Park, West Chicago, Wheaton, and Woodridge and solicited competitive bids, collectively. Attached and labeled as <u>Attachment A</u> is the bid results from the bid opening held by the Village of Woodridge on February 18, 2025. The list of roads scheduled for this year's program are attached and labeled as <u>Attachment B</u>. The request for bids included two optional extensions for 2026 and 2027.

The proposed Crack Sealing Program would be funded from the following FY24-25 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 25-26 BUDGET	PROPOSED EXPENDITURE
03-60-4245	Crack Sealing Asphalt Pavement	\$150,000	\$114,310
03-60-4245	Contingency		\$ 3,000
	Total		\$117,310

STAFF RECOMMENDATION

Staff recommends approval of a resolution authorizing the Mayor to execute a contract with SKC Construction, Inc., in an amount not to exceed \$114,310 for the 2025 Crack Fill Program.

AND

2025 Crack Fill Program March 3, 2025 Page 2

A motion authorizing a contingency in the amount of \$3,000 for unforeseen work that may be required for the Crack Fill Program.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on March 3, 2025 Chairman Belczak will be presenting the Committee's recommendation.

ALTERNATE CONSIDERATION

As directed by the Committee.

DECISION MODE

This item will be placed on the March 3, 2025 City Council agenda for formal consideration.



E: CRACK SEALING AND SEAL COATING SERVICES

PROJECT NO.: 2025-01 VILLAGE OF WOODRIDGE

BID TALLY FOR 2025

DATE OF ORIGINAL CONTRACT 2/18/2025			Denler, Inc. 20502 S. Cherry Hill Ave. Joliet, IL 60433		SKC Construction, Inc. PO Box 503 West Dundee, IL 60118			
	ITEM QUAN UNIT L			UNIT PRICE TOTAL		UNIT PRICE	TOTAL	
А	CRACK SEALING ASPHALT PAVEMENT	83,000	LB	\$ 1.63	\$ 135,290.00	\$ 1.67	\$ 138,610.00	
В	CRACK AND JOINT SEALING PCC PAVEMENT	2,500	POUND	\$ 2.96	\$ 7,400.00	\$ 3.00	\$ 7,500.00	
С	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	323,500	POUND	\$ 1.50	\$ 485,250.00	\$ 1.38	\$ 446,430.00	
D	SEAL COAT BIKE PATH	15,100	SQ YD	\$ 1.20	\$ 18,120.00	\$ 1.07	\$ 16,157.00	
E	SEAL COAT PARKING LOT	77,500	SQ YD	\$ 1.30	\$ 100,750.00	\$ 1.19	\$ 92,225.00	
F	PAINT PAVEMENT MARKING - LINE 4"	37,200	FOOT	\$ 0.47	\$ 17,484.00	\$ 0.42	\$ 15,624.00	
G	PAINT PAVEMENT MARKING - LINE 24"	60	FOOT	\$ 3.17	\$ 190.20	\$ 10.00	\$ 600.00	
Н	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	960	SQ FT	\$ 2.45	\$ 2,352.00	\$ 3.90	\$ 3,744.00	
I	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	1	LSUM	\$ 500.00	\$ 500.00	\$ 500.00	\$ 500.00	
J	HOT-APPLIED MASTIC PAVEMENT REPAIR	12,000	POUND	\$ 2.40	\$ 28,800.00	\$ 2.46	\$ 29,520.00	
	TOTAL BID	AS READ: AS CORRECTED	:		\$ 796,136.20		\$ 750,910.00	

CITY OF DARIEN 2025 PROGRAM - CRACK SEALING WITH AWARDED VENDOR

	ITEM		UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
А	Crack Sealing Asphalt Pavement	23,000	LB	N/A	N/A	\$ 1.67	\$ 38,410.00
С	Fiber-Asphalt Crack Sealing Asphalt Pavement	55,000	LB	N/A	N/A	\$ 1.38	\$ 75,900.00
	TOTAL				\$ -		\$ 114,310.00



Road- 2025	Limit	FT	LB			FT	LB
Clarendon Hills Rd 67th - 75th		5400	4860 69th	Cass -clarendon Hills rd	Edge	5280	3802
Dale Rd	67th - 68th	860	774 70th	Richmond - Clarendon Hills rd	Edge	3300	2376
Eleanor Place	Janet -Plainfield	980	882 Tamarack Dr	Richmond - Beechnut	Edge	2200	1584
Capital Drive	Eleanor - Elm	980	882 Darien Ln	Plainfield - Seminole	Edge	1060	763
Chestnut Ln	Richmond - Alabama	2300	2070 Sawyer Court	Sawyer - Limit	Edge	400	288
Leonard Rd	67th - chestnut	1000	900 Wittington Court	Portsmouth - Limit	Edge	400	288
72nd	Richmond - Tennessee	1200	1080 Emerson dr	73rd - 71st	Edge	1460	1051
71st St	Cass - Clarendon Hills rd	5280	4752 whittier dr	73th - 71st	Edge	660	475
Seminole Dr	Hinsbrook - Plainfield	3200	2880 72nd	Gold Grove - Fairview	Edge	800	576
Timber Ln	Cass - Darien Ln	920	828 Grant St	75th - Adams	Edge	1000	720
Richmond ave	67th - Seminile	3100	2790 Green Vally Rd	Wakefield - CDS	Edge	3500	2520
Farmingdale Dr	75th - Portsmoutn	5900	4000 Woodvale Dr	Beller - Hillside	Edge	1270	914
79th	Sawyer -Cass	4160	3744 Hillside Ln	Woodvale - Pearson	Edge	1650	1188
High Point Cir	N Frontage - Limit	1050	945 Chicory Court	beller - Limit	Edge	700	504
Walnut Dr	Farmingdale - Warwick	1100	990 Fox Hill Pl	Carrage Greens - Limit	Edge	720	518
Exner Rd	Darien Club Dr - 75th	4000	3600 Gleneyre Rd	Heather - Coachman	Edge	1100	792
Claremont Dr	Exner - Limit	1232	1109 Sleepy Hollow Ln	Cass- Adams	Edge	1100	792
Discosola ct	Sweetbriar - Limit	400	360 Grant St	Sleey Hollow - Greenbriar	Edge	660	475
Arbor Court	73rd - Limit	1050	945 Sleepy Hollow Ln (CDS)	Sleey Hollow - Limit	Edge	300	216
Adams	75th - N limit	600	540 Grant St (CDS)	Grant - Limit	Edge	300	216
Hawthorn PL	Stevens -Williams	330	297				
Stevens St	Plainfield - Hawthorn	540	486				
Adams St	75th - Plainfield	1300	1170		0.05	2.1	20059
77th St	Knottingham - Williams	400	360				
Fairview	75th - Manning Rd	1400	1260			\$	42,124.32
Manning Rd	75th - Plainfield	4500	4050				
Cottage Ln	Manning - Manning	1200	1080				
Harvest Pl	Meadow - Beller	1230	1107				
Gleneagles Ln	Oldfield - Limit	1000	900				
86th St	Creekside - Limit	500	450				
Woodview Ct	Creekside - Limit	360	324				
Heather Ln	Carrage Greens - Generyre	800	720				
Laurel Ln	Carrage Greens - Limit	500	450				
Bailey Rd	Plainfield -Frontage	5500	4000				
Westminster Ct	Bailey - Limit	400	360				
Urban ct	Adams - Bailey	475	428				
Adams	Chapman - Urban	620	558				
Von Drash dr	Adams - bailey	475	428				
Pine Parkway	Plainfield - Limit	1800	1620				
Ashbrook Ln	Cass - Limit	600	540				
Spring Ct	Ripple Ridge - Limit	300	270				

5% 1.8 59788 FIBER

\$107,618.04



CITY ATTORNEY

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH SKC CONSTRUCTION, INC., IN AN AMOUNT NOT TO EXCEED \$114,310 FOR THE 2025 CRACK FILL PROGRAM

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 execute a contract with SKC Construction, Inc., in an amount not to exceed \$114,310 for the 2025 Crack Fill Program, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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 COUN	THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE	
COUNTY, ILLINOIS, this 3 rd day of Marc	ch, 2025.	
AYES:		
NAYS:		
ABSENT:		
APPROVED BY THE MAYOR O ILLINOIS, this 3 rd day of March, 2025.	DF THE CITY OF DARIEN, DU PAGE COUNTY,	
	JOSEPH MARCHESE, MAYOR	
ATTEST:		
JOANNE E. RAGONA, CITY CLERK	_	
APPROVED AS TO FORM		



SUBMISSION INFORMATION:

INVITATION: # 2025-01

BID OPENING DATE: TIME:

February 18, 2025 11:00 A.M. Local Time

LOCATION:

Village Hall

Village of Woodridge Woodridge, IL 60517

COPIES: One (1) original & ten (10) copies

INVITATION TO BID CONTRACTOR INFORMATION

Company Name:	SKC CONSTRUCTION, INC.
Address:	P. O. BOX 503
City, State, Zip Code:	WEST DUNDEE, IL 60118

Crack Sealing and Seal Coating Services per the specifications identified herein

I. BASE BID ITEMS - Year 1 - 2025 Construction

Item No.	ltems	Unit	Quantity	Unit Price	Total Cost
A	CRACK SEALING ASPHALT PAVEMENT	POUND	83,000	1.67	138.610.00
В	CRACK AND JOINT SEALING PCC PAVEMENT	POUND	2,500	3.00	7,500,00
С	FIBER-ASPHALT CRACK SEALING ASPHALT PAVEMENT	POUND	323,500	1-38	446,430.00
D	SEAL COAT BIKE PATH	SQ YD	15,100	1.67	16.157.00
Ε	SEAL COAT PARKING LOT	SQ YD	77,500	1.19	92:225.00
F	PAINT PAVEMENT MARKING - LINE 4"	FOOT	37,200	0.42	15,624.00
G	PAINT PAVEMENT MARKING - LINE 24"	FOOT	60	10.00	600.00
Н	PAINT PAVEMENT MARKING - LETTERS & SYMBOLS	SQ FT	960	3.90	3.744.00
1	TRAFFIC CONTROL AND PROTECTION - DUPAGE COUNTY	LSUM	1	500.00	500.00
J	HOT-APPLIED MASTIC PAVEMENT REPAIR	POUND	12,000	2.46	29,520.00
			Т	OTAL BASE BID =	750,910.00

III. ANNUAL DISCOUNT IF CONTRACTOR IS ALLOWED TO STORE EQUIPMENT AT LOCAL PUBLIC AGENCY FACILITY

LPA	Will LPA allow storage of equipment overnight at their facility?	Will Contra space at LP <i>I</i> store eq overnight? (F	\'s facility to uipment	Annual Discount
Village of Burr Ridge	Yes	Yes 🖊	No	%
City of Darien	Yes	Yes 🔀	No 🔲	%
Village of Downers Grove	Yes	Yes 🖊	No 🔲	%
County of DuPage	No	Yes 🔀	No 🔲	%
City of Elmhurst	Yes	Yes 🖊	No 🔲	%
Village of Hanover Park	Yes	Yes 🖊	No 🔲	%
Village of Lombard	No	Yes 🔀	No 🔲	%
Village of Villa Park	No	Yes 🖊	No 🔲	%
City of Wheaton	Yes	Yes 🔀	No 🗀	%
City of Wood Dale	Yes	Yes 🔀	No 🔲	
Village of Woodridge	No	Yes 🖊	No 🔲	%

V. ADDITIONAL COSTS TO SEAL COAT PARKING LOT AND PAINT PAVEMENT MARKINGS IF REQUIRED BY LPA TO BE COMPLETED ON A SATURDAY

Item No.	Item	Unit	ADDITIONAL UNIT PRICE*
E	Seal Coat Parking Lot Parking Lot	SY	\$ 0.49
F	Paint Pavement Marking – Line 4"	FT	\$ <u>0.30</u>
G	Paint Pavement Marking – Line 24"	FT	\$ 2.00
Н	Parking Lot Paint Pavement Marking – Letters & Symbols	SF	\$ 8.00

^{* =} The additional unit price above is to be added to the corresponding item in Sections E., F., G. or H. if the LPA requires the Contractor to perform the work on a Saturday.

2025-01

3

Due: February 18, 2025 - 10:00 AM

BIDS SHALL BE ACCOMPANIED BY BID SECURITY IN AN AMOUNT NOT LESS THAN FIVE PERCENT (5%) OF THE AMOUNT OF THE TOTAL BID.

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. & the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

THE SECTION BEI	OW MUST	RE COMPLETE	D IN FULL AND	SIGNED
-----------------	---------	-------------	---------------	--------

resulting contract or to accept any request for additional compensation. By signing this bid document, the bid hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Sec 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. Authorized Signature: Typed/Printed Name: Date: Dat		t tee at Administrations were	al and understand	the contents of this solicitation and agree to
attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter resulting contract or to accept any request for additional compensation. By signing this bid document, the bid hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Sec 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as aniended. Authorized Signature: Typed/Printed Name: SKC CONSTRUCTION, INC. Date: 2-7-35	The undersigned her	eby certifies that they have rea	la ana unaersiana boye, subject to al	linstructions conditions specifications and
resulting contract or to accept any request for additional compensation. By signing this bid document, the bid hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Sec 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as an ended. Authorized Signature: Typed/Printed Name: SKC CONSTRUCTION, INC. Date: 2-7-35	tumish at the prices	Failure to have read all the	provisions of this	solicitation shall not be cause to alter any
hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Sec 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. Authorized Signature: Typed/Printed Name: SKC CONSTRUCTION, INC. Date: 2-7-25	reculting contract or	to accept any request for addit	tional compensatio	on. By signing this bid document, the bidder
33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. Authorized Signature: Typed/Printed Name: SKC CONSTRUCTION, INC. Date: 2-7-25	hereby certifies that	they are not barred from biddi	ing on this contrac	t as a result of a violation of either Section
Authorized Signature: Company Name: Typed/Printed Name: JEEEREY K. BERGQUIST Date: 2-7-25	33E-3 or 33E-4 of the	Illingis Criminal Gode of 1961	as amended.	
Typed/Printed Name: JEEEREY K. BERGQUIST Date: 2-7-25		1916 h DC=	IT	SKC CONSTRUCTION, INC.
Typed/Printed Name: JEEEREY K. BERGQUIST Date: 2-1-35 PRESIDENT Telephone Number: 847-314-9800	Authorized Signature:	WING	11	
PRESIDENT Telephone Number: 847 - 214-9800	Typed/Printed Name:	DEEEREY K. BERGQUIST	Date:	5
I Alaphone Number () The state of the state			mıı Nı l	MAP-JIG-FUD
E-mail Theraquist@sheronstruction-net	Title:		Lelephone Number:	OTT WIT ICCO

APPENDIX A AGREEMENT ACCEPTANCE

RFB #2025-01 CRACK SEALING SERVICES

ACCEPTANCE

	Contract/Bid attached has order of [insert Local					hereby
between the p merges any ot shall prevail o acknowledgen such contradic objection and a document plai	Acceptance, together varies relating to the ac- ther prior or contempora- over any contradictory of the next invoice, or other settory or inconsistent terms shall be of no effect nor only labeled "Amendment terms or conditions shall be of conditions shall be of conditions shall be or conditions.	complishment of aneous discussion or inconsistent to standard form us ms or conditions in any circumstrated to Contract/Bi	of the Work and the cons, agreements, or a conditions of the parties in a shall be deemed obtained binding upon (id." Acceptance or research the control of	compensation understanding contained in a the performan jected to by O Owner unless rejection by O	therefore and supersed s, whether written or or my purchase order, acce- nce of the Contract/Bid owner without further no accepted by Owner in a warer or any such contra	les and ral, and ptance, Any otice of written dictory
		By: Title:				



AGENDA MEMO City Council March 3, 2025

ISSUE STATEMENT

Approval of a <u>resolution</u> authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Darien-Woodridge Fire Protection District, for the reimbursement of the parking lot paving maintenance at 8687 Lemont Rd. and 7550 Lyman Ave. through the City of Darien's 2025 Road Maintenance Contract with Schroeder Asphalt Services Inc., as per the contract unit pricing and a contingency in an amount not to exceed \$252,325.89.

BACKGROUND/HISTORY

The Intergovernmental Agreement with the Darien-Woodridge Fire Protection District and the City of Darien's road maintenance contractor, Schroeder Asphalt Services Inc., to perform paving maintenance at the Darien-Woodridge Fire Protection District, parking lots at 8687 Lemont Rd. and 7550 Lyman Ave. The City's 2025 Road Maintenance Contract included quantities for the parking lot under Alternates 2 and 3 as per the attached bid tab labeled as <u>Attachment A.</u>. The project includes quantities for grinding, aggregate base repair, leveling binder and a surface course. The City of Darien would be reimbursed by the Darien-Woodridge Fire Protection District in an amount of approximately \$252,325.89 (\$75,000.000 contingency). The Darien-Woodridge Fire Protection District has recently approved the project and will be forwarding the Intergovernmental Agreement for execution.

STAFF RECOMMENDATION

Staff recommends approval of a resolution authorizing the Mayor and City Clerk to execute an Intergovernmental Agreement with the Darien-Woodridge Fire Protection District, for the reimbursement of the parking lot paving maintenance at 8687 Lemont Rd. and 7550 Lyman Ave. through the City of Darien's 2025 Road Maintenance Contract with Schroeder Asphalt Services Inc., as per the contract unit pricing and a contingency in an amount not to exceed \$252,325.89.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on March 3, 2025 Chairman Belczak will be presenting the Committee's recommendation.

ALTERNATE CONSIDERATION

Not approving the Resolution.

DECISION MODE

This item will be placed on the March 3, 2025 City Council agenda for formal consideration.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN
2025 ROAD PROGRAM
(CBBEL PROJECT NO. 24-0640)
BID TABULATION
DATE: January 21, 2025 @ 10am

BASE BID				ENGINEER	'S ESTIMATE	SCHROEDER ASP IN	/	BUILDERS PAVING, LLC		M&J ASPHALT PAVING COMPANY, INC.		/, BROTHERS ASPHALT PAVING, INC.		LINDAHL BE	ROS, INC.
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
35800100	PREPARATION OF BASE	SQ YD	2629	\$ 1.50	,	7	, , , , , , ,	\$ 2.00	\$ 5,258.00	\$ 2.15		\$ 1.00			3,680.60
35800200	AGGREGATE BASE REPAIR	TON	139	\$ 23.50								\$ 25.00			
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	45	\$ 24.00	\$ 1,080.00	\$ 21.00	\$ 945.00	\$ 33.00	\$ 1,485.00	\$ 20.00	\$ 900.00	\$ 20.00	\$ 900.00	\$ 23.50	1,057.50
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	77440	\$ 0.10	\$ 7,744.00	\$ 0.01	\$ 774.40	\$ 0.01	\$ 774.40	\$ 0.01	\$ 774.40	\$ 0.20	\$ 15,488.00	\$ 0.01	774.40
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	3502	\$ 125.00	\$ 437,750.00	\$ 108.00	\$ 378,216.00	\$ 96.00	\$ 336,192.00	\$ 110.00	\$ 385,220.00	\$ 105.00	\$ 367,710.00	\$ 117.75	\$ 412,360.50
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	405	\$ 93.00	\$ 37,665.00	\$ 85.00	\$ 34,425.00	\$ 72.00	\$ 29,160.00	\$ 92.00	\$ 37,260.00	\$ 108.00	\$ 43,740.00	\$ 85.00	\$ 34,425.00
40604060	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	7238	\$ 95.00	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		\$ 629,706.00	\$ 72.25			\$ 680,372.00	\$ 92.00			645,991.50
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	79369	\$ 2.90	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,	\$ 4.70	\$ 373,034.30		\$ 190,485.60	\$ 3.25			\$ 277,791.50
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	2761	\$ 4.50	, ,			\$ 5.25				\$ 3.50			15,875.75
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	597	\$ 40.00								\$ 45.00			\$ 29,850.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	597	\$ 40.00	\$ 23,880.00	\$ 30.00	\$ 17,910.00	\$ 20.00	\$ 11,940.00	\$ 28.00	\$ 16,716.00	\$ 45.00	\$ 26,865.00	\$ 50.00	\$ 29,850.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	597	\$ 38.00			\$ 17,910.00	\$ 20.00	\$ 11,940.00	\$ 28.00		\$ 45.00			\$ 29,850.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	597	\$ 38.00				\$ 20.00				\$ 45.00			
70300100	SHORT TERM PAVEMENT MARKING	FOOT	631	\$ 2.50				\$ 2.70				\$ 5.00			1,262.00
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	316	\$ 3.00	<u> </u>			\$ 0.01		7	· /	\$ 3.00			
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	37	\$ 15.00				\$ 10.00				\$ 15.00			\$ 518.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	216	\$ 1.50		'	7	\$ 1.50				\$ 2.14	•		\$ 432.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	78	\$ 2.85	,			\$ 2.00				\$ 3.21	\$ 250.38	\$ 3.00	\$ 234.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	444	\$ 10.50	\$ 4,662.00	\$ 10.70	\$ 4,750.80	\$ 8.00	\$ 3,552.00		, , , , , , , , ,	\$ 12.31	,		5,106.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	9	\$ 950.00	\$ 8,550.00	\$ 700.00	\$ 6,300.00	\$ 925.00	\$ 8,325.00	\$ 1,000.00	\$ 9,000.00	\$ 800.00	\$ 7,200.00	\$ 1,000.00	9,000.00
	SPEED HUMP	EACH	1	\$ 10,500.00	\$ 10,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.69	\$ 3,500.69	\$ 5,700.00	\$ 5,700.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00
*INDICATES S	SPECIAL PROVISION		•	TOTAL	= \$ 1,542,124.40	TOTAL =	\$ 1,367,166.34	TOTAL =	\$ 1,356,684.00	TOTAL =	\$ 1,409,328.55	TOTAL =	\$ 1,500,447.01	TOTAL =	\$ 1,546,807.25

ALTERNATE	E 1 - MISCELLANEOUS PATCHING			ENGINEER'S	SESTIMATE	SCHROEDER ASF IN	PHALT SERVICES, C.	BUILDERS PA	AVING, LLC	M&J ASPHALT PA	VING COMPANY, C.	BROTHERS ASP INC	HALT PAVING,).	LINDAHL E	ROS, INC.
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*NA	MISCELLANEOUS PATCHING, 6"	SQ YD	1500	\$ 65.00	\$ 97,500.00	\$ 55.00	\$ 82,500.00	\$ 75.00	\$ 112,500.00	\$ 70.25	\$ 105,375.00	\$ 60.00	\$ 90,000.00	\$ 70.25	\$ 105,375.00
*INDICATES	SPECIAL PROVISION		TOTAL =	TOTAL =	\$ 97,500.00	TOTAL =	\$ 82,500.00	TOTAL =	\$ 112,500.00	TOTAL =	\$ 105,375.00	TOTAL =	\$ 90,000.00	TOTAL =	\$ 105,375.00

ALTERNATE 2	2 - DARIEN-WOODRIDGE FIRE DEPT. PARKING LOT (8687 LEMONT ROA	D)		ENGINEER'S	ESTIMATE	SCHROEDER ASPHALT SERVICES, INC.		BUILDERS PAVING, LLC		M&J ASPHALT PAVING COMPANY, INC.		, BROTHERS ASPHALT PAVING, INC.		LINDAHL BROS, INC.	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
35800100	PREPARATION OF BASE	SQ YD	950	\$ 1.50	\$ 1,425.00	\$ 0.40	\$ 380.00	\$ 3.00	\$ 2,850.00	\$ 6.00	5,700.00	\$ 1.00	\$ 950.00	\$ 1.95	\$ 1,852.50
35800200	AGGREGATE BASE REPAIR	TON	50	\$ 23.50	\$ 1,175.00	\$ 21.00	\$ 1,050.00	\$ 55.00	\$ 2,750.00	\$ 20.00	1,000.00	\$ 25.00	\$ 1,250.00	\$ 23.50	\$ 1,175.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	20	\$ 24.00	\$ 480.00	\$ 21.00	\$ 420.00	\$ 35.00	\$ 700.00	\$ 20.00	400.00	\$ 20.00	\$ 400.00	\$ 23.50	\$ 470.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	941	\$ 0.10	\$ 94.10	0.01	\$ 9.41	\$ 0.10	\$ 94.10	\$ 0.01	9.41	\$ 0.20	\$ 188.20	\$ 0.01	\$ 9.41
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	147	\$ 93.00	\$ 13,671.00	\$ 85.00	\$ 12,495.00	\$ 105.00	\$ 15,435.00	\$ 118.00	17,346.00	\$ 108.00	\$ 15,876.00	\$ 152.00	\$ 22,344.00
40604060	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	88	\$ 95.00	\$ 8,360.00	\$ 87.00	\$ 7,656.00	\$ 138.00	\$ 12,144.00	\$ 128.00	11,264.00	\$ 92.00	\$ 8,096.00	\$ 157.00	\$ 13,816.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	998	\$ 4.50	\$ 4,491.00	\$ 3.00	\$ 2,994.00	\$ 11.50	\$ 11,477.00	\$ 10.00	9,980.00	\$ 3.50	\$ 3,493.00	\$ 13.75	\$ 13,722.50
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	8	\$ 40.00	\$ 320.00	\$ 40.00	\$ 320.00	\$ 60.00	\$ 480.00	\$ 100.00	800.00	\$ 45.00	\$ 360.00	\$ 93.00	\$ 744.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	8	\$ 40.00	\$ 320.00	\$ 40.00	\$ 320.00	\$ 60.00	\$ 480.00	\$ 100.00	800.00	\$ 45.00	\$ 360.00	\$ 93.00	\$ 744.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	8	\$ 38.00	\$ 304.00	\$ 40.00	\$ 320.00	\$ 60.00	\$ 480.00	\$ 100.00	800.00	\$ 45.00	\$ 360.00	\$ 93.00	\$ 744.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	8	\$ 38.00	\$ 304.00	\$ 40.00	\$ 320.00	\$ 60.00	\$ 480.00	\$ 100.00	800.00	\$ 45.00	\$ 360.00	\$ 93.00	\$ 744.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4	\$ 15.00	\$ 60.00	\$ 10.00	\$ 40.00	\$ 25.00	\$ 100.00	\$ 10.00	40.00	\$ 53.50	\$ 214.00	\$ 50.00	\$ 200.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	200	\$ 1.35	\$ 270.00	\$ 3.50	\$ 700.00	\$ 2.00	\$ 400.00	\$ 5.00	1,000.00	\$ 6.42	\$ 1,284.00	\$ 6.00	\$ 1,200.00
*INDICATES SI	PECIAL PROVISION			TOTAL =	\$ 31,274.10	TOTAL =	\$ 27,024.41	TOTAL =	\$ 47,870.10	TOTAL =	49,939.41	TOTAL =	\$ 33,191.20	TOTAL =	\$ 57,765.41

ALTERNATE 3	- DARIEN-WOODRIDGE FIRE DEPT. PARKING LOT (7550 LYMAN AVENI	UE)		ENGINEER	S ESTIMATE		SCHROEDER ASPHALT SERVICES, INC.		BUILDERS PAVING, LLC		VING COMPANY, C.	, BROTHERS ASPHALT PAVING, INC.		LINDAHL BROS, INC.	
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
35800100	PREPARATION OF BASE	SQ YD	5200	\$ 1.50	\$ 7,800.00	\$ 0.40	\$ 2,080.00	\$ 2.25	\$ 11,700.00	\$ 2.00	\$ 10,400.00	\$ 1.00	\$ 5,200.00	\$ 1.75 \$	9,100.00
35800200	AGGREGATE BASE REPAIR	TON	273	\$ 23.50	\$ 6,415.50	\$ 21.00	\$ 5,733.00	\$ 55.00	\$ 15,015.00	\$ 20.00	\$ 5,460.00	\$ 25.00	\$ 6,825.00	\$ 23.50 \$	6,415.50
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	20	\$ 24.00		\$ 21.00		\$ 35.00		\$ 20.00				\$ 23.50 \$	470.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	5148	\$ 0.10		\$ 0.01		\$ 0.10	\$ 514.80	\$ 0.01	\$ 51.48		\$ 1,029.60	\$ 0.01 \$	51.48
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	801	\$ 93.00	\$ 74,493.00	\$ 85.00	\$ 68,085.00	\$ 75.50	\$ 60,475.50	\$ 94.00	\$ 75,294.00	\$ 108.00	\$ 86,508.00	\$ 97.50 \$	78,097.50
40604060	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	481	\$ 95.00	\$ 45,695.00	\$ 87.00	\$ 41,847.00	\$ 87.50	\$ 42,087.50	\$ 99.00	\$ 47,619.00	\$ 92.00	\$ 44,252.00	\$ 102.50 \$	49,302.50
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	5460	\$ 4.50	\$ 24,570.00	\$ 3.50	\$ 19,110.00	\$ 7.65	\$ 41,769.00	\$ 5.25	\$ 28,665.00	\$ 3.50	\$ 19,110.00	\$ 8.50 \$	46,410.00
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	40	\$ 40.00	\$ 1,600.00	\$ 40.00	\$ 1,600.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 70.00 \$	2,800.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	40	\$ 40.00	\$ 1,600.00	\$ 40.00	\$ 1,600.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 70.00 \$	2,800.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	40	\$ 38.00	\$ 1,520.00	\$ 40.00	\$ 1,600.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 70.00 \$	2,800.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	40	\$ 38.00	, , , , , , , ,	\$ 40.00	\$ 1,600.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 70.00 \$	2,800.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	10	\$ 15.00	\$ 150.00	\$ 10.00	\$ 100.00	\$ 4.00	\$ 40.00	\$ 10.00	\$ 100.00	\$ 32.10	\$ 321.00	\$ 30.00 \$	300.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1650	\$ 1.35	\$ 2,227.50	\$ 3.50	\$ 5,775.00	\$ 0.35	\$ 577.50	\$ 1.80	\$ 2,970.00	\$ 1.07	\$ 1,765.50	\$ 1.00 \$	1,650.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	1	\$ 950.00	\$ 950.00	\$ 700.00	\$ 700.00	\$ 925.70	\$ 925.70	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 1,000.00 \$	1,000.00
*INDICATES SF	PECIAL PROVISION			TOTAL =	\$ 169,535.80	TOTAL =	\$ 150,301.48	TOTAL =	\$ 183,405.00	TOTAL =	\$ 179,959.48	TOTAL =	\$ 173,411.10	TOTAL = \$	203,996.98



RESOLUTION NO
A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT, FOR THE REIMBURSEMENT OF THE PARKING LOT PAVING MAINTENANCE AT 8687 LEMONT RD. AND 7550 LYMAN AVE. THROUGH THE CITY OF DARIEN'S 2025 ROAD MAINTENANCE CONTRACT WITH SCHROEDER ASPHALT SERVICES INC. AS PER THE CONTRACT UNIT PRICING AND A CONTINGENCY IN AN AMOUNT NOT TO EXCEED \$252,325.89
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, as follows:
SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to execute
a Intergovernmental Agreement with the Darien-Woodridge Fire Protection District, for the
reimbursement of the parking lot paving maintenance at 8687 Lemont Rd. and 7550 Lyman Ave
through the City of Darien's 2025 Road Maintenance Contract with Schroeder Asphalt Services Inc.
as per the contract unit pricing and a contingency in an amount not to exceed \$252,325.89, a copy
of
which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.
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 3 rd day of March 2025.
AYES:
NAYS:
ABSENT:
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY
ILLINOIS, this 3 rd day of March 2025. JOSEPH MARCHESE, MAYOR
ATTEST:

JOANNE E. RAGONA, CITY CLERK

CITY ATTORNEY

APPROVED AS TO FORM:



INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF DARIEN AND THE DARIEN WOODRIDGE FIRE PROTECTION DISTRICT FOR PAVEMENT MAINTENANCE WORK AT 8687 LEMONT RD. AND 7550 LYMAN AVE.

This agreement is made and entered into this 3rd day of March, 2025, by and between the City of Darien, an Illinois municipal corporation (hereinafter the "City"), and the Darien-Woodridge Fire Protection District, an Illinois municipal corporation, (hereinafter the "Fire Department") (collectively "the parties").

WHEREAS, the corporate authorities of the parties possess authority to enter into this Intergovernmental Agreement pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois and pursuant to the provisions of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, et seq.;

WHEREAS, the City had been awarded a contract with Schroeder Asphalt Services Inc., (the "Contractor") to complete paving maintenance work for the City;

WHEREAS, the Fire Department owns a property at 8687 Lemont Rd. and 7550 Lyman Av. located within the City;

WHEREAS, the City desires to assist the Fire Department by allowing the Contractor to complete parking lot paving maintenance work at the Fire Department locations, with the work estimated to cost not to exceed \$252,325.89;

WHEREAS, the parties desire to commit their agreements and understandings to writing;

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

- 1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
- 2. The City agrees to allow the Contractor to complete grinding, aggregate base repair, leveling binder and a surface course work on the Fire Department premises as part of the City's contract.
- 3. The Fire Department authorizes the Contractor on the Fire Department premises to complete the grinding, aggregate base repair, leveling binder and a surface course work; the City's Director of Municipal Services is authorized to supervise the parking lot work on behalf of the Fire Department.

4. The Fire Department shall reimburse the City for the grinding, aggregate base repair, leveling binder and a surface course charges completed on the Fire Department

premises by the Contractor within 30 days of being invoiced by the City.

5. The City will require the Contractor to add the Fire Department as an additional

insured on the Contractor's policy of insurance furnished to the City; to the extent

this requirement increases the contract price, the Fire Department will be

responsible for the increase.

6. All notices, requests and other communications under this Agreement shall be in

writing and shall be deemed properly served upon delivery by hand to the party

to whom it is addressed, or upon receipt, if sent, postage pre-paid by United

States registered or certified mail, return receipt requested, as follows:

a. If intended for the City:

City of Darien

1702 Plainfield Road

Darien, Illinois 60561

Attn: Bryon Vana

b. If intended for the Darien-Woodridge Fire Protection District

Darien-Woodridge Fire Protection District

7550 Lyman Avenue

Darien, Illinois 60561

Attn: Jim Lahanis

7. The validity, meaning and effect of this Agreement shall be determined in

accordance with the laws of the State of Illinois applicable to intergovernmental

agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

executed in their respective corporate names, by the authorized signatures of their respective

officers and by their respective corporate seals affixed and attached hereto by their

respective officers having custody thereof on this 3rd day of March, 2025

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CITY OF DARIEN

ATTEST: _	City Clerk	BY: Joseph Marchese, Mayor
		DARIEN-WOODRIDGE FIRE DEPT.
		BY:
		Jim Lahanis – Fire Chief/Administrator
ATTEST:		
	Secretary, Fire Department	



AGENDA MEMO City Council March 3, 2025

ISSUE STATEMENT

Approval of a <u>resolution</u> authorizing the Mayor to enter into a contract with Schroeder Asphalt Services, Inc., for the 2025 Street Program as per the following schedule of pricing, pending 2025/26 Budget approval.

Base Bid	\$1,367,166.34
Alternate 1- Patching	\$ 82,500.00
Alternate 2 – DWFD parking lot	\$ 27,024.41
Alternate 3 – DWFD parking lot	\$ 150,301.48
Contingency for Alternates 2 & 3	\$ 75,000.00
Total Cost	\$1,701,992.23

BACKGROUND/HISTORY

This year's 2025 Street Maintenance Program includes 4.98 miles to be resurfaced. Typically the City averages approximately 5 miles of resurfacing per year. This year's program includes the following,

2025 Road Program Schedule

STREET	SUBDIVISION/LIMIT	ROAD LENGTH (linear ft.)
Iris Road	Crest Road - High Road	1240
Eleanor Place	74th Street - Elm Street	440
74th Place	Route 83 - Eleanor Place	1000
High Ridge Court	Richmond Avenue – Cul-De-Sac	652
Richmond Avenue	67th Street - North Limit	629
Trenton Lane	67th Street - Albany Lane	530
Albany Lane	Trenton Lane - Richmond Avenue	350
Bentley Avenue	72nd Street - 69th Street	1860
Maple Lane	Clarendon Hills Rd -Richmond Ave	2840
Maple Lane Cul- De-Sac 1	Maple Lane Cul-De-Sac - Limit	160
Maple Lane Cul- De-Sac 2	Maple Lane Cul-De-Sac - Limit	160
Country Lane	Plainfield Road - 75th Street	1200
Concord Place	Cass Avenue - East Limit	600
Chalet Drive	Concord Place - Concord Place	600
Bayberry Lane	Exner Road - Cul-De-Sac	1200
Walden Lane	71st Street - Exner Road	1320
Drover Lane	Burgess Lane - Parkview Drive	4000
Brewer Road	Grandview Lane - Alden Lane	2160
Ailsworth Drive	Beller Drive - Cul-De-Sac	1420
Ailsworth Court	Ailsworth Drive - Cul-De-Sac	600
Creekside Lane	Kearney Road - Cul-De-Sac	2700
Kentwood Court	Creekside Lane - Cul-De-Sac	650
Alternate 1	1,500 Square Yards of Patching	N/A
7550 Lyman Avenue - Alternate 2	Darien-Woodridge Fire Protection District Parking Lot	N/A
8687 Lemont Road - Alternate 3	Darien-Woodridge Fire Protection District Parking Lot	N/A
	TOTAL (FT)	26,311
	TOTAL MILES	4.98

Base Bid - Includes the proposed schedule as listed above.

Alternate 1 - Patching \$82,500.00 – Includes the removal and replacement of road base throughout the City due to failing base.

- *Alternate 2 Includes the resurfacing of the Darien-Woodridge Fire Protection District Parking Lot at 7550 Lyman Avenue \$27,024.41.
- *Alternate 3 Includes the resurfacing of the Darien-Woodridge Fire Protection District Parking Lot at 8687 Lemont Road \$150,301.48.
- *Contingency of \$75,000.00 for Alternates 2 and 3
- *A separate IGA Agenda memo will be entertained.

Sealed bids were opened on Tuesday, January 24, 2025. A summary of the five (5) bids received is attached and labeled as <u>Attachment A</u>. The lowest responsive bid for the **Base Bid** was Schroeder Asphalt Services, Inc., in the amount of \$1,367,166.34. With the **Base Bid, Alternate 1, 2 and 3** and a \$75,000.00 contingency for Alternates 2 and 3, Schroeder Asphalt Services, Inc., is the awarded responsive bidder, pending budget approval: \$1,701,992.23.

The proposed 2025 Road Program would be funded from the following line item:

ACCOUNT	ACCOUNT	FY 25-26	PROPOSED
NUMBER	DESCRIPTION	BUDGET	EXPENDITURE
	Street Reconstruction/Rehab		
25-35-4855	2025 City Street Maintenance Program	\$1,869,624.00	\$1,367,166.34
25-35-4855	Alternate 1 - Patching		\$ 82,500.00
	Alternate 2 - Darien-Woodridge Fire Protection		
25-35-4855	District Parking Lot – 7550 Lyman Ave		\$ 27,024.41
	Alternate 3 - Darien-Woodridge Fire Protection		
25-35-4855	District Parking Lot – 8687 Lemont Rd		\$ 150,301.48
25-35-4855	Contingency for Alternates 2 & 3		\$ 75,000.00
	TOTAL COSTS		\$1,701,992.23

STAFF RECOMMENDATION

Staff and Christopher B. Burke Engineering recommends awarding the base bid and alternates to Schroeder Asphalt Services, Inc., for the 2025 Street Program contract in the amount not to exceed, \$1701,992.23. In the past, Schroeder Asphalt Services, Inc., has completed very satisfactory work for the City. Attached and labeled as Attachment B is a recommendation to award letter from Christopher B. Burke Engineering.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on March 3, 2025 Chairman Belczak will be presenting the Committee's recommendation.

As directed by the City Council.

<u>**DECISION MODE**</u>
This item will be placed on the March 3, 2025 City Council agenda for formal approval, pending budget consideration.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

CITY OF DARIEN 2025 ROAD PROGRAM (CBBEL PROJECT NO. 24-0640) BID TABULATION DATE: January 21, 2025 @ 10am

BASE BID				ENGINEER'S	ESTIMATE	SCHROEDER ASF IN	,	BUILDERS P	AVING, LLC	M&J ASPHALT PA'	,	BROTHERS ASP	,	LINDAHL B	ROS, INC.
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
35800100	PREPARATION OF BASE	SQ YD	2629	\$ 1.50	\$ 3,943.50	\$ 0.40	\$ 1,051.60	\$ 2.00	\$ 5,258.00	\$ 2.15	\$ 5,652.35	\$ 1.00	\$ 2,629.00	\$ 1.40	\$ 3,680.60
35800200	AGGREGATE BASE REPAIR	TON	139	\$ 23.50	\$ 3,266.50	\$ 21.00	\$ 2,919.00	\$ 55.00	\$ 7,645.00	\$ 20.00	\$ 2,780.00	\$ 25.00	\$ 3,475.00	\$ 23.50	\$ 3,266.50
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	45	\$ 24.00	\$ 1,080.00	\$ 21.00	\$ 945.00	\$ 33.00	\$ 1,485.00	\$ 20.00	\$ 900.00	\$ 20.00	\$ 900.00	\$ 23.50	\$ 1,057.50
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	77440	\$ 0.10	\$ 7,744.00	\$ 0.01	\$ 774.40	\$ 0.01	\$ 774.40	\$ 0.01	\$ 774.40	\$ 0.20	\$ 15,488.00	\$ 0.01	\$ 774.40
40603200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	3502	\$ 125.00			\$ 378,216.00	\$ 96.00	\$ 336,192.00	\$ 110.00	\$ 385,220.00	\$ 105.00	\$ 367,710.00	\$ 117.75	\$ 412,360.50
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	405	\$ 93.00						\$ 92.00	\$ 37,260.00	\$ 108.00			
40604060	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	7238	\$ 95.00	\$ 687,610.00	\$ 87.00	\$ 629,706.00	\$ 72.25	\$ 522,945.50	\$ 94.00	\$ 680,372.00	\$ 92.00	\$ 665,896.00	\$ 89.25	\$ 645,991.50
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SQ YD	79369	\$ 2.90	\$ 230,170.10	\$ 2.80	\$ 222,233.20	\$ 4.70	\$ 373,034.30	\$ 2.40	\$ 190,485.60	\$ 3.25	\$ 257,949.25	\$ 3.50	\$ 277,791.50
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	2761	\$ 4.50	\$ 12,424.50	\$ 3.00	\$ 8,283.00	\$ 5.25	\$ 14,495.25	\$ 5.00	\$ 13,805.00	\$ 3.50	\$ 9,663.50	\$ 5.75	\$ 15,875.75
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	597	\$ 40.00	\$ 23,880.00	\$ 30.00	\$ 17,910.00	\$ 20.00	\$ 11,940.00	\$ 28.00	\$ 16,716.00	\$ 45.00	\$ 26,865.00	\$ 50.00	\$ 29,850.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	597	\$ 40.00	\$ 23,880.00	\$ 30.00	\$ 17,910.00	\$ 20.00	\$ 11,940.00	\$ 28.00	\$ 16,716.00	\$ 45.00	\$ 26,865.00	\$ 50.00	\$ 29,850.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	597	\$ 38.00	\$ 22,686.00	\$ 30.00	\$ 17,910.00	\$ 20.00	\$ 11,940.00	\$ 28.00	\$ 16,716.00	\$ 45.00	\$ 26,865.00	\$ 50.00	
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	597	\$ 38.00	\$ 22,686.00	\$ 30.00	\$ 17,910.00	\$ 20.00	\$ 11,940.00	\$ 28.00	\$ 16,716.00	\$ 45.00	\$ 26,865.00	\$ 50.00	\$ 29,850.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	631	\$ 2.50	\$ 1,577.50	\$ 0.01	\$ 6.31	\$ 2.70	\$ 1,703.70	\$ 4.00		\$ 5.00	\$ 3,155.00	\$ 2.00	
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQ FT	316	\$ 3.00	\$ 948.00	\$ 0.01	\$ 3.16	\$ 0.01	\$ 3.16	\$ 6.00	\$ 1,896.00	\$ 3.00	\$ 948.00	\$ 2.00	\$ 632.00
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	37	\$ 15.00	\$ 555.00	\$ 9.63	\$ 356.31	\$ 10.00	\$ 370.00	\$ 9.40	\$ 347.80	\$ 15.00	\$ 555.00	\$ 14.00	\$ 518.00
78000200	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	216	\$ 1.50	\$ 324.00	\$ 1.71	\$ 369.36	\$ 1.50	\$ 324.00	\$ 2.40	\$ 518.40	\$ 2.14	\$ 462.24	\$ 2.00	\$ 432.00
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	78	\$ 2.85	\$ 222.30	\$ 2.40	\$ 187.20	\$ 2.00	\$ 156.00	\$ 3.00	\$ 234.00	\$ 3.21	\$ 250.38	\$ 3.00	\$ 234.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	444	\$ 10.50	\$ 4,662.00	\$ 10.70	\$ 4,750.80	\$ 8.00	\$ 3,552.00	\$ 11.25	\$ 4,995.00	\$ 12.31	\$ 5,465.64	\$ 11.50	\$ 5,106.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	9	\$ 950.00	\$ 8,550.00	\$ 700.00	\$ 6,300.00	\$ 925.00	\$ 8,325.00	\$ 1,000.00	\$ 9,000.00	\$ 800.00	\$ 7,200.00	\$ 1,000.00	\$ 9,000.00
*NA	SPEED HUMP	EACH	1	\$ 10,500.00	\$ 10,500.00	\$ 5,000.00	\$ 5,000.00	\$ 3,500.69	\$ 3,500.69	\$ 5,700.00	\$ 5,700.00	\$ 7,500.00	\$ 7,500.00	\$ 15,000.00	\$ 15,000.00
*INDICATES S	PECIAL PROVISION			TOTAL =	\$ 1,542,124.40	TOTAL =	\$ 1,367,166.34	TOTAL =	\$ 1,356,684.00	TOTAL =	\$ 1,409,328.55	TOTAL =	\$ 1,500,447.01	TOTAL =	\$ 1,546,807.25

ALTERNATE 1	1 - MISCELLANEOUS PATCHING			ENGINEER'S	SESTIMATE	SCHROEDER ASF IN	PHALT SERVICES, C.	BUILDERS PA	VING, LLC	M&J ASPHALT PA		BROTHERS ASP INC	- ,	LINDAHL B	ROS, INC.
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*NA	MISCELLANEOUS PATCHING, 6"	SQ YD	1500	\$ 65.00	\$ 97,500.00	\$ 55.00	\$ 82,500.00	\$ 75.00	\$ 112,500.00	\$ 70.25	\$ 105,375.00	\$ 60.00	\$ 90,000.00	\$ 70.25	\$ 105,375.00
*INDICATES S	SPECIAL PROVISION		TOTAL =	TOTAL =	\$ 97,500.00	TOTAL =	\$ 82,500.00	TOTAL =	\$ 112,500.00	TOTAL =	\$ 105,375.00	TOTAL =	\$ 90,000.00	TOTAL =	\$ 105,375.00

ALTERNATE 2	- DARIEN-WOODRIDGE FIRE DEPT. PARKING LOT (8687 LEMONT ROA	D)		ENGINEER'S	ESTIMATE	SCHROEDER ASP INC	,	BUILDERS F	AVING, LLC	M&J ASPHALT PA'	,	BROTHERS ASPI	,	LINDAHL B	ROS, INC.
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
35800100	PREPARATION OF BASE	SQ YD	950	\$ 1.50	\$ 1,425.00	\$ 0.40	\$ 380.00	\$ 3.00	\$ 2,850.00	\$ 6.00	\$ 5,700.00	\$ 1.00	950.00	\$ 1.95	\$ 1,852.50
35800200	AGGREGATE BASE REPAIR	TON	50	\$ 23.50	\$ 1,175.00	\$ 21.00	\$ 1,050.00	\$ 55.00	\$ 2,750.00	\$ 20.00	\$ 1,000.00	\$ 25.00	1,250.00	\$ 23.50	\$ 1,175.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	20	\$ 24.00	\$ 480.00	\$ 21.00	\$ 420.00	\$ 35.00	\$ 700.00	\$ 20.00	\$ 400.00	\$ 20.00	400.00	\$ 23.50	\$ 470.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	941	\$ 0.10	\$ 94.10	0.01	\$ 9.41	\$ 0.10	\$ 94.10	\$ 0.01	\$ 9.41	\$ 0.20	188.20	\$ 0.01	\$ 9.41
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	147	\$ 93.00	\$ 13,671.00	\$ 85.00	\$ 12,495.00	\$ 105.00	\$ 15,435.00	\$ 118.00	\$ 17,346.00	\$ 108.00	15,876.00	\$ 152.00	\$ 22,344.00
40604060	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	88	\$ 95.00	\$ 8,360.00	\$ 87.00	\$ 7,656.00	\$ 138.00	\$ 12,144.00	\$ 128.00	\$ 11,264.00	\$ 92.00	8,096.00	\$ 157.00	\$ 13,816.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	998	\$ 4.50	\$ 4,491.00	\$ 3.00	\$ 2,994.00	\$ 11.50	\$ 11,477.00	\$ 10.00	\$ 9,980.00	\$ 3.50	3,493.00	\$ 13.75	\$ 13,722.50
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	8	\$ 40.00	\$ 320.00	\$ 40.00	\$ 320.00	\$ 60.00	\$ 480.00	\$ 100.00	\$ 800.00	\$ 45.00	360.00	\$ 93.00	\$ 744.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	8	\$ 40.00	\$ 320.00	\$ 40.00	\$ 320.00	\$ 60.00	\$ 480.00	\$ 100.00	\$ 800.00	\$ 45.00	360.00	\$ 93.00	\$ 744.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	8	\$ 38.00	\$ 304.00	\$ 40.00	\$ 320.00	\$ 60.00	\$ 480.00	\$ 100.00	\$ 800.00	\$ 45.00	360.00	\$ 93.00	\$ 744.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	8	\$ 38.00	\$ 304.00	\$ 40.00	\$ 320.00	\$ 60.00	\$ 480.00	\$ 100.00	\$ 800.00	\$ 45.00	360.00	\$ 93.00	\$ 744.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	4	\$ 15.00	\$ 60.00	\$ 10.00	\$ 40.00	\$ 25.00	\$ 100.00	\$ 10.00	\$ 40.00	\$ 53.50	214.00	\$ 50.00	\$ 200.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	200	\$ 1.35	\$ 270.00	\$ 3.50	\$ 700.00	\$ 2.00	\$ 400.00	\$ 5.00	\$ 1,000.00	\$ 6.42	1,284.00	\$ 6.00	\$ 1,200.00
*INDICATES SI	PECIAL PROVISION		_	TOTAL =	\$ 31,274.10	TOTAL =	\$ 27,024.41	TOTAL =	\$ 47,870.10	TOTAL =	\$ 49,939.41	TOTAL =	33,191.20	TOTAL =	\$ 57,765.41

ALTERNATE 3	- DARIEN-WOODRIDGE FIRE DEPT. PARKING LOT (7550 LYMAN AVENL	JE)		ENGINEER'S	SESTIMATE	SCHROEDER ASP	,	BUILDERS P	AVING, LLC	M&J ASPHALT PA		BROTHERS ASF	- ,	LINDAHL BR	OS, INC.
NUMBER	ITEM	UNIT	QUANTITY	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
35800100	PREPARATION OF BASE	SQ YD	5200	\$ 1.50	\$ 7,800.00	\$ 0.40	\$ 2,080.00	\$ 2.25	\$ 11,700.00	\$ 2.00	\$ 10,400.00	\$ 1.00	\$ 5,200.00	\$ 1.75 \$	9,100.00
35800200	AGGREGATE BASE REPAIR	TON	273	\$ 23.50	\$ 6,415.50	\$ 21.00	\$ 5,733.00	\$ 55.00	\$ 15,015.00	\$ 20.00	\$ 5,460.00	\$ 25.00	\$ 6,825.00	\$ 23.50 \$	6,415.50
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	20	\$ 24.00	\$ 480.00	\$ 21.00	\$ 420.00	\$ 35.00	\$ 700.00	\$ 20.00	\$ 400.00	\$ 20.00	\$ 400.00	\$ 23.50 \$	470.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	5148	\$ 0.10	\$ 514.80	\$ 0.01	\$ 51.48	\$ 0.10	\$ 514.80	\$ 0.01	\$ 51.48	\$ 0.20	\$ 1,029.60	\$ 0.01 \$	51.48
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	801	\$ 93.00	\$ 74,493.00	\$ 85.00	\$ 68,085.00	\$ 75.50	\$ 60,475.50	\$ 94.00	\$ 75,294.00	\$ 108.00	\$ 86,508.00	\$ 97.50 \$	78,097.50
40604060	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	481	\$ 95.00	\$ 45,695.00	\$ 87.00	\$ 41,847.00	\$ 87.50	\$ 42,087.50	\$ 99.00	\$ 47,619.00	\$ 92.00	\$ 44,252.00	\$ 102.50 \$	49,302.50
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	5460	\$ 4.50	\$ 24,570.00	\$ 3.50	\$ 19,110.00	\$ 7.65	\$ 41,769.00	\$ 5.25	\$ 28,665.00	\$ 3.50	\$ 19,110.00	\$ 8.50 \$	46,410.00
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	40	\$ 40.00	\$ 1,600.00	\$ 40.00	\$ 1,600.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 70.00 \$	2,800.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQ YD	40	\$ 40.00	\$ 1,600.00	\$ 40.00	\$ 1,600.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 70.00 \$	2,800.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	40	\$ 38.00	\$ 1,520.00	\$ 40.00	\$ 1,600.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 70.00 \$	2,800.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	40	\$ 38.00	\$ 1,520.00	\$ 40.00	\$ 1,600.00	\$ 60.00	\$ 2,400.00	\$ 50.00	\$ 2,000.00	\$ 45.00	\$ 1,800.00	\$ 70.00 \$	2,800.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	10	\$ 15.00	\$ 150.00	\$ 10.00	\$ 100.00	\$ 4.00	\$ 40.00	\$ 10.00	\$ 100.00	\$ 32.10	\$ 321.00	\$ 30.00 \$	300.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1650	\$ 1.35	\$ 2,227.50	\$ 3.50	\$ 5,775.00	\$ 0.35	\$ 577.50	\$ 1.80	\$ 2,970.00	\$ 1.07	\$ 1,765.50	\$ 1.00 \$	1,650.00
*X0326862	STRUCTURES TO BE ADJUSTED	EACH	1	\$ 950.00	\$ 950.00	\$ 700.00	\$ 700.00	\$ 925.70	\$ 925.70	\$ 1,000.00	\$ 1,000.00	\$ 800.00	\$ 800.00	\$ 1,000.00 \$	1,000.00
*INDICATES SP	ECIAL PROVISION			TOTAL =	\$ 169,535.80	TOTAL =	\$ 150,301.48	TOTAL =	\$ 183,405.00	TOTAL =	\$ 179,959.48	TOTAL =	\$ 173,411.10	TOTAL = \$	203,996.98

N:\DARIEN\240640\Civil\Spreadsheets\Bid Tab_Darien 2025.xlsx



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

February 3, 2025

City of Darien City Hall 1702 Plainfield Rd Darien, IL 60561

Attention: Dan Gombac

Subject: City of Darien – 2025 Road Program

(CBBEL Project No. 24-0640)

Dear Mr. Gombac:

On Tuesday, January 21st, 2025, at 10:00 a.m., bids were received at the City of Darien City Hall for the 2025 Road Program. There were five (5) bids received for this project. Below is our engineer's estimate and bid results. I have attached the complete bid results separately. The low bid is in **bold**.

Company Name	Base Bid (As Read)	Alternate 1 Bid	Alternate 2 Bid	Alternate 3 Bid	Bid Bond
Engineer's Estimate	\$1,542,124.40	\$97,500.00	\$31,274.10	\$169,535.80	✓
SCHROEDER ASPHALT SERVICES, INC.	\$1,367,166.34	\$82,500.00	\$27,024.41	\$150,301.48	✓
BUILDERS PAVING, LLC	\$1,356,684.00	\$27,024.41	\$47,870.10	\$183,405.00	✓
M&J ASPHALT PAVING COMPANY, INC.	\$1,409,328.55	\$47,870.10	\$49,939.41	\$179,959.48	✓
BROTHERS ASPHALT PAVING, INC.	\$1,500,447.01	\$49,939.41	\$33,191.20	\$173,411.10	✓
LINDAHL BROTHERS, INC.	\$1,546,807.25	\$57,765.41	\$57,765.41	\$203,996.98	✓

Schroeder Asphalt Services, Inc. was the low qualified bidder for the total project in the amount of \$1,626,992.23 for the Base Bid and all Alternate Bids. Schroeder Asphalt Services, Inc. has performed satisfactory work with the City in the past and CBBEL believes their bid to be in order. Therefore, based on the City's budget, the City suggests accepting Schroeder Asphalt Services, Inc.'s bid for the Base Bid and all Alternate Bids.

Enclosed for your review are the bid tabulations. If you have any other questions, please do not hesitate to contact me.

Sincerely,

Lee M Fell, PE

Vice President, Assistant Department Head, Civil Engineering Design

Cc: David Fell, PE – City of Darien Jeff Househ – CBBEL



RESOLUTION NO.	
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A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH SCHROEDER ASPHALT SERVICES, INC., FOR THE 2025 STREET PROGRAM AS PER THE FOLLOWING SCHEDULE OF PRICING; BASE BID - \$1,367,166.34; ALTERNATE 1 - PATCHING-\$82,500.00; ALTERNATE 2 - RESURFACING OF THE DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT PARKING LOT AT 7550 LYMAN AVE. - \$27,024.41; ALTERNATE 3 - RESURFACING OF THE DARIEN-WOODRIDGE FIRE PROTECTION DISTRICT PARKING LOT AT 8687 LEMONT RD. - \$150,301.48; CONTINGENCY OF \$75,000 FOR ALTERNATES 2 AND 3; TOTAL COST NOT TO EXCEED \$1,701,992.23

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 enter into a contract with Schroeder Asphalt Services, Inc., for the 2025 Street Program as per the following schedule of pricing; Base Bid - \$1,367,166.34; Alternate 1 – Patching - \$82,500.00; Alternate 2 – resurfacing of the Darien-Woodridge Fire Protection District Parking Lot at 7550 Lyman Ave. - \$27,024.41; Alternate 3 – resurfacing of the Darien-Woodridge Fire Protection District Parking Lot at 8687 Lemont Rd.-\$150,301.48; Contingency of \$75,000 for Alternates 2 and 3; Total Cost not to exceed

\$1,701,992.23, a copy of which is attached hereto as "Exhibit A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 3rd day of March, 2025.

AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF T	HE CITY OF DARIEN, DU PAGE COUNTY
ILLINOIS this 3 rd day of March, 2025.	
ATTEST:	JOSEPH MARCHESE, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	





Local Public Agency Formal Contract

Contractor's Name			
Schroeder Asphalt Services, Inc.			
Contractor's Address	City	State	Zip Code
P.O. Box 831	Huntley	n n	60142
sates buy cook			
STATE OF ILLINOIS			
Local Public Agency	County	Section	Number
City of Darien	DuPage	N/A	
Street Name/Road Name		Type of Funds	
Various (2025 Road Program)		Local	
CONTRACT BOND (when required)			

NOT AN IDOT PROJECT

Local Public Agency	Local Street/Road Name	County	Section Number
City of Darien	Various (2025 Road Program)	DuPage	
THIS AGREEMENT, made and concluded th	e day of	between the	
of .	Day Month and Year		al Public Agency Type
of Local Public Agency	known as the party of the first part, and <u>Sch</u>	Contra	
its successor, and assigns, known as the par	ty of the second part.	,	
For and in consideration of the payments and the party of the first part, and according to the with said party of the first part, at its own prop complete the work in accordance with the pla this contract.	e terms expressed in the Bond referring this per cost and expense, to do all the work, fur	contract, the party of nish all materials and	the second part agrees all labor necessary to
It is also understood and agreed that the LPA			
Apprenticeship or Training Program Certifica	tion, and Contract Bond hereto attached, ar	nd the Plans for Section	Section Number
in City of Darien Local Public Agency documents of this contract and are a part her	approved by the Illinois Department of Tran		, are essential
4. IN WITNESS WHEREOF, the said parties ha		e mentioned.	
Attest:	The of	Name of Loca	Public Agency
Clerk Signature & Date		t Part Signature & Da	
	By:	t Fait Signature & Da	ie
	5,		
(SEAL, if required by the LPA)		//f = 0 = ==== f':	
(SEAL, II required by the LPA)	Corporate Name	(If a Corporatio	nn)
	Schroed	A	pervices, Inc.
		of the Second Part S	
	By:	while	2/5/25
(SEAL, if required by the LPA)		f a Limited Liability Co	orporation)
	LLC Name		
	Manager or Aut By:	horized Member, Part	y of the Second Part
	Partner Signatu	(If a Partnersh are & Date	ip)
Attest:			
Secretary Signature & Date	Partner Signatu	ire & Date	
Mel W	125		
WINGPHALT IN		doing Business unde	r the firm name of
(SEAL, if required by the LPA)	Party of the Se	cond Part	
EQ CORPORATE	<u> </u>		
= 0	m = Party of the Sec	(If an individua	•
SEAL SEAL	Party of the Sec	ond Part Signature &	Date
Completed 02/03/25	Page 2 of 2		194 BLR 12320 (Rev. 01/18/23)

STATE OF IL	
COUNTY OF McHenry	
Major Nama	blic in and for said county, do hereby certify that
Ronald Schroeder &	Rahael McDow ning on behalf of PRINCIPAL
who is/are each personally known to me to be the same person(s) who of PRINCIPAL, appeared before me this day in person and acknowled instrument freely and voluntarily for the uses and purposes therein se	ose name(s) is/are subscribed to the foregoing instrument on behalf did not be all did not be al
Given under my hand and notarial seal this 5th day of Day	February, 2025 Month, Year
	Notary Public Signature & Date
OFFICIAL SEAL (SEAL) (SEAL) Notary Public, State of Illinois Commission No. 1001229 My Commission Expires December 11, 2	Date commission expires 12/11/2028
SUR	ETV
Name of Surety	Title
Hudson Insurance Company	By: She de M
	James I. Moore, Attorney-In-Fact
STATE OF IL	
COUNTY OF <u>DuPage</u>	
I, <u>Lisa Marotta</u> , a Notary Pu	blic in and for said county, do hereby certify that
Ronald Schroeder & James I. Moore	
Insert name of Individuals s who is/are each personally known to me to be the same person(s) who	igning on behalf of SURETY
of SURETY, appeared before me this day in person and acknowledge freely and voluntarily for the uses and purposes therein set forth.	ed respectively, that he/she/they signed and delivered said instrument
Given under my hand and notarial seal this 5th Day	February, 2025 Month, Year
	Notary Public Signature & Date Lisa Marotta
(SEAL) OFFICIAL SEAL Lisa Marotta NOTARY PUBLIC, STATE OF ILLI	MOIS 2/5/2025
Commission No. 946275 My Commission Expires February	Date commission expires February 7, 2026
Approved this day of Month, Year Attest:	
	Awarding Authority
Local Public Agency Clerk Signature & Date	, we will grow to the
	Awarding Authority Signature & Date
Clerk	

Completed 02/03/25

Convector's Name					
Schroed	er Asphalt Services, Inc.				
Contractor's Address		City		Slate	Zn Cede
PO Box	831	Huntle	Y	IL	60142
Local Public Agency		2017/12/11/19/24		County	Section Number
City of Darien				DuPage	N/A
Route(s) (Steel/Road	Name)				
Various					
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Combination Letter		Schedula for Multiple ection Included in Com	the same of the sa		Tatel
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	TOWARDON A	Schedule for Base	JP353 (A. J. A.	CCAUNITAL TO	
King No. 1	(For complete information			Specifications.)	Total Price
35800100	PREPARATION OF BASE	SQ YD	Quantity 2529	. 40	1051.60
35800200	AGGREGATE BASE RÉPAIR	TON	130	21.00	2919.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	45	21.00	945.00
40500290	BITUMINOUS MATERIALS (TACK COAT)	POUND	77440	21,00	774.40
40503200	POLYMERIZED HOT-MIX ASPHALT BINDER COURSE, IL-4.75, N50	TON	3502	108.00	378216.00
40503080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	405	85.00	34425.00
40604050	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", NS0	TON	7238		629706.00
44000157	HOT-MIX ASPHALT SURFAGE REMOVAL, 2"	SQYD	79369	2.80	222233.20
44000155	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQYD	2761		8283.00
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQ YD	597	30.00	17910.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQYD	597	30.00	
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SCYD	597	30.00	179/0.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQYD	597		17910.00
70300100	SHORT TERM PAVEMENT MARKING	FOOT	631	30.00	6.31
70300150	SHORT TERM PAVEMENT MARKING REMOVAL	SQFT	316		3.16
78000100	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	37	9.63	357.31
78000200	THERMOPOSTIC PAVEMENT MARKING - LINE 4"	FOOT	216	1.63	3-69.36
78000400	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	78	2.40	187.20
78000550	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	444	10.70	4750.80
'X0326862	STRUCTURES TO BE ADJUSTED	EACH	9	700.00	6300.00
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2. If no total price 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 unitled, the total price with the divided by the quantity in order to establish a unit order.

4. A bid may be declared unacceptable if neither a unit price or total price is a brown.

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35800200	AGGREGATE BASE REPAIR	TON	50	21.00	380.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	20	21.00	1050.00
40500290	BITUMINOUS MATERIALS (TACK COAT)	POUND	941	The second secon	9.41
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	147	85.00	12495.00
40504060	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	88	87.00	
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4*	SOYD	998	3.00	7656.00
'44201713	CLASS D PATCHES, TYPE I, 5 INCH	SOYD	8		2994.00
44201717	CLASS D PATCHES, TYPE II, 6 INCH	SOYD	8	40.00	320.00
*44201721	CLASS D PATCHES, TYPE III, 5 INCH	SQYD		40.00	320.00
'44201723	CLASS D PATCHES, TYPE IV. 6 INCH	SQ YD		40.00	320.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQFT	4	40.00	320.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	200	3.50	40.00
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 A bid may be declared unacceptable if neither a unit price or total price is shown.

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35800100	PREPARATION OF BASE	SQYD	5200	.40	2080.00
35800200	AGGREGATE BASE REPAIR	TON	273	21,00	5733.00
40201000	AGGREGATE FOR TEMPORARY ACCESS	TON	20	21.00	420.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	5148	10	51.48
40503080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, NSD	TON	801	85.00	68085.00
40604050	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	481	87.00	41847.00
44000165	HOT-MIX ASPHALT SURFACE REMOVAL, 4"	SQ YD	5460	3.50	19110.00
*44201713	CLASS D PATCHES, TYPE I, 6 INCH	SQYD	40	40.00	1600.00
*44201717	CLASS D PATCHES, TYPE II, 6 INCH	SQYD	40	40.00	1600.00
*44201721	CLASS D PATCHES, TYPE III, 6 INCH	SQ YD	40	40.00	1600.00
*44201723	CLASS D PATCHES, TYPE IV, 6 INCH	SQ YD	40	40.00	1600.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	10	10.00	100.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1650	3.50	5775.00
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EXECUTED IN FOUR COUNTERPARTS



Bond No.: HGMW-238-2215

Contract Bond

15 ALV 115 1 (49) [F1]	DuPage	Various	1
City of Darien			4
Bond information to be returned to Lo	ocal Public Agency at 1702 P	lainfield Road, Darien, IL 6056 Complete Addre	1 :ss
we, Schroeder Asphalt Service	es. Inc. PO Box 831, Huntle		
	Contractor's	Name and Address	
a/an Corporation o	organized under the laws of the	State of Illinois as	PRINCIPAL, and
Hudson Insurance Compan	y, 100 William Street, 5th Flo		
	Surety Nan	ne and Address	Am to the second const
One Million Six Hundred Twenty		Agency (thereafter referred to as "LP.	A") in the penal sum of
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successors and assigns jointly to pay			lerk of which we billo oursel
WHEREAS, THE CONDITION OF TH	HE FOREGOING OBLIGATION	N IS SUCH that the said Principal has	entered into a written contra
with the LPA acting through its award	ling authority for the construction	on of work on the above sections, whi	ch contract is hereby referre
and made a part hereof, as if written accordance with the terms of said co	herein at length, and whereby to ntract, and has promised to par	the said Principal has promised and a y all sums of money due for any labor	greed to perform said work , materials, apparatus, fixtu
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any such labor, materials, apparatus	s, fixtures or machinery so furni	shed and that suit may be maintained	on such bond by any such
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AGENDA MEMO CITY COUNCIL MEETING MARCH 3, 2025

CASE

PZC2025-01 Special Use, & Variations – Time Extension (Indvestia Darien, LLC – 7409 Cass Avenue)

ISSUE STATEMENT

Petition from Indvestia Darien LLC for a one-year extension of time for a special use permit and variations for the construction of a quick service drive-through eating establishment offering retail food items for consumption at 7409 Cass Avenue. The Property is located within the B-2 Community Shopping Center Business District.

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.

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

- 1) APPLICATION
- 2) JUSTIFICATION NARRATIVE
- 3) SITE PLAN
- 4) FINAL PLAT OF SUBDIVISION (FOR REFERENCE)
- 5) **BUILDING RENDERINGS**
- 6) TRAFFIC STUDY

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)

- **7) ORDINANCE 0-02-24**
- 8) LOCATION MAP & AERIAL IMAGE
- 9) SITE PHOTOS
- 10) SPECIAL USE AND VARIATION CRITERIA

BACKGROUND/OVERVIEW

This case was renumbered from PZC2024-01-TE-01 to PZC2025-01. The subject property is located off the northeastern corner of the 75th Street and Cass Avenue intersection. The petition site totals 4.74 acres in size and is zoned Community Shopping Center Business District (B-2). It is part of an overall larger shopping center with outlots which is commonly known as the Jewel-Osco Center. While the overall center is comprised of several parcels and businesses, the petition site for this case is the property including Chuck E. Cheese, the former American Freight, World Star Nails, and Concentra Urgent Care.

On March 4, 2024, the Darien City Council adopted Ordinance O-02-24, approving PZC2024-01, a request for a final plat of subdivision, a special use permit and variations for the construction of a speculative quick service drive-through eating establishment offering retail food items for consumption at 7409 Cass Avenue. The final plat of subdivision does not expire; however, the underlying entitlements require an extension of time if they are to remain valid.

ANALYSIS

A) Special Use and Variations

Given the project layout with new lot lines and building construction, the petitioner previously requested variations as part of the entitlement application. Below is a list of applicable code sections applicable:

- Zoning Sections 5A-5-5(A) & 5A-8-3-6 Minimum Lot Area (2 Acres Min.) and Principal Buildings/Uses on One Lot
- Zoning Section 5A-8-3-8
 - Front, Side, and Rear Yard Requirements (B-2 District)
- Zoning Section 5A-8-3-9
 - FAR and Lot Coverage (Existing Conditions)
- Zoning Sections 5A-11-2-2 & 5A-11-5
 - Minimum Parking Requirements and Drive-Through Stacking Spaces (15 Space Min.)

For a summary on parking counts, setbacks, and other ordinance standards, please refer to the the site plan, which includes a code compliance table. The site plan also illustrates the building with drive-through circulation including the stacking spaces, and the renderings show the speculative building's appearance, and the plat of subdivision details the new lot layout.

Site Plan Review & Findings of Fact: City staff has reviewed the petitioner submitted documents. The petitioner will be required to submit engineering plans and a building permit if the case is approved, with architect stamped and signed plans.

The petitioner submitted a *Justification Narrative* with a detailed description of the project and requested relief, in addition to *Findings of Fact* that would support the application request. As mentioned above, those items are attached to this memo along with the proposed plat, site plan, building renderings, and traffic impact study. For reference, the sets of criteria the Planning, Zoning, and Economic Development Commission and City Council votes on for the special use and variation requests are included in the attachments.

B) Extension of Time Request (Ordinance)

In accordance with Sections 5A-2-2-3(H)(2) and 5A-2-2-6(I)(4) of the Zoning Code, the Planning, Zoning and Economic Development Commission and the City Council shall consider changed circumstances or experience derived from the exercise of the variation previously granted that would indicate that the continuation of the variation does not carry out the goals of the Code, the effect of changed conditions, if any, upon the property, and whether on account of such conditions and other circumstances, the variation/special use shall be granted an extension of time or revoked. Site conditions remain unchanged.

PZC MEETING

The Planning and Zoning Commission reviewed this petition at its February 19, 2025 meeting. The petitioner was present and answered questions after staff's introduction of the case. There were members of the public in attendance. Staff answered various questions from the Commission regarding the nature of the project and the need for a time extension.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission made a motion to forward the case with a favorable recommendation to the Municipal Services Committee and City Council. The motion passed with a unanimous 5-0 vote.

MSC MEETING / COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on March 3, 2025. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE CONSIDERATION

As recommended/directed by the City Council.

DECISION MODE

The City Council will consider this item at its meeting on March 3, 2025.





ZONING APPLICATION

CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561

www.darienil.us 630-852-5000

COM	ΓΔΟΤ	INFOR	ΓΔΙΜ	ION

Vick Mehta	Indvestia Darien, LLC
Applicant's Name	Owner's Name
718 Ogden Ave Downers Grove, IL - 60515	Same as applicant
Address, City, State, Zip Code	Address, City, State, Zip Code
630-850-0500	Same as applicant
Telephone	Telephone
vm@indvestia.com	Same as applicant
Email	Email
PROPERTY INFORMATION 7409 S. Cass Ave.	09-27-108-033 09-27-108-029
Property address	PIN Number(s)
B-2, Community Shopping Center Business Dis	Pizza Restaurant and Arcade, Nail Salon, Vacant, and Medical Office (Immediate Car
Zoning District	Current Land Use(s)
Brief description of the zoning approval requested. (Contact	the City Planner for guidance.)
DECLIEST TIME EXTENSION OF ONE YEAR TO ORI	DINANCE # 0-02-24
TO ALLOW ADDITIONAL TIME TO PROCURE BUILD	
TO ALLOW ADDITIONAL TIME TO PROCURE BUILD Applicant Signature As Notary Public, in and for DuPage County in Illinois, I do hereby ce	ertify For office use only
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As Notary Public, in and for DuPage County in Illinois, I do hereby ce that is personally know me to be the same person whose name is subscribed above and	ertify For office use only lown Date Received: Case Number:
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As Notary Public, in and for DuPage County in Illinois, I do hereby ce that is personally kn by me to be the same person whose name is subscribed above and appeared before me this day in person and acknowledged that they signed this document as their own free and voluntary act, for the purposes therein set forth.	ertify For office use only own Date Received: has Case Number: Fee Paid:
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January 19, 2025

ATTACHMENT 2 - JUSTIFICATION NARRATIVE



cj architects 773.383.6556 cj-architects.com

To: City of Darien, IL

Community Development Dept. - Planning and Zoning Division

1702 Plainfield Road - Darien, IL 60561 ATTN: Mr. Jordan Yanke, Senior Planner

RE: 7409 S. Cass Ave.

Variations, Special Use, and Plat of Re-subdivision review petition

DATE: 18 January 2024

INTRODUCTION and PROJECT DESCRIPTION:

The intent of this project is to subdivide an existing property to split off one large parcel with two buildings into two parcels, and then to improve an underutilized area of parking lot with a small, quick-service, outbuilding with a drive-thru and pickup window. The property is currently zoned in the B-2, Community Shopping Center Business District.

The original property was two parcels that were consolidated previously in the past, and this would provide to reverse that. The larger north parcel would contain an existing 43,842sf mixed-use building with a pizza restaurant and arcade, a nail salon, and a retail appliance store. After subdivision, this parcel would be left with 134 parking spaces, with two previous spaces being converted to accessible space and side aisle. The south parcel to be subdivided contains a 6,934sf urgent-care facility. The proposed drive-thru facility would convert 30 original parking spaces (striped asphalt only, no curbs or other improvements) into a 1,000sf building with an 8-car drive-thru lane, outdoor patio, raised curb landscape areas, curb ramp, and 5 parking spaces, including one accessible space. The remaining lot would stay as-is, and in all this parcel would contain 46 parking spaces, with 3 being accessible.

While the 1,000sf outbuilding is currently speculative (without a tenant), it is intended to be a pre-order pick-up concept in the quick-service, fast-casual restaurant space; however, on-site ordering will be available. Parking and a walk-up window will be provided; therefore, some outdoor seating will be available. The interior of the building is not intended to be occupied by customers or the public. The space would be used solely for the operation and function of order preparation and servicing to the drive-thru and walk-up windows. There would be no actual food prep or cooking involved in this facility, as it would be done off-site and delivered to the building regularly. The exterior design of the building is intended to be contextual to the fabric of the surrounding architecture in materials, scale, and proportion, but not to emulate exactly any one other building style in the entire development.

In order to provide this facility, there are some administrative entitlements that are being requested here within. First, the Plat of Re-Subdivision seeks to remove the Concentra Building from the main parcel as it once was. This new outbuilding will then be part of that parcel, and when combined as such, these two newer buildings will then be able to be serviced better to existing tenants and marketed better to prospective tenants regarding management and leases. Second, both the re-subdivision and the new development trigger a few minor variances that are being requested, in order to maximize lot use with the least disturbances. Findings of fact for each are provided here within, as follows.

SPECIAL USE CRITERIA:

1. That the special use is deemed necessary for the public convenience at the location specified.

This development is being proposed expressly as a matter of public convenience, to allow a small business to provide a desirable service in a post-pandemic society. It is intended to convert one strip of under-utilized surface parking into functional use.

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.

The proposed use will not cause a nuisance to the general public, to its users, nor to those of the current surrounding uses. It is designed to provide the safest routing and traffic flow as possible with marked, curbed drive aisles and immediately adjacent onsite parking with accessible aisle and curb ramp.

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.

This use will not lessen nor diminish the uses of the surrounding properties or neighbors. In fact, it will provide an additional service and convenience for users to patronize and support the surrounding businesses and vice-versa.

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.

This proposed use in and of itself is contiguous with allowed uses in this district. The special use request for a drive-thru facility is being designed to seamlessly flow with the current flow of traffic and circulation, so as not to disrupt the uses or future development of the surrounding properties. This area of the parking lot is currently under-utilized and rarely has any parked cars for the current businesses.

5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a 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.

The exterior design of the building will seek to harmonize with the surrounding development, without replicating or emulating any one style. With the building being slightly smaller in scale than its surroundings, the details will be proportioned accordingly, with a mix of materials, fenestration, and undulation to correlate. The proposed location of the improvements as similar to an out-lot are easy to segregate from the day-to-day operations of other businesses, such that construction will not adversely impact them other than a minor inconvenience.

6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.

The development is being proposed inside an existing improved property with adequate access and utilities. No right-of-way revisions will be necessary. Utilities will be pulled from sources adjacent to and running through this property. The existing surface lot will be re-graded and paved as needed to provide proper storm drainage.

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.

Ingress and egress are being provided through existing improvements to the right-of-way, and thus no right-of-way modifications are necessary. Traffic flow into and through this out-building and the drive-thru have been designed to maximize stacking, circulation, and decongestion, while keeping intact existing circulation patterns within the existing parking lot. A traffic memo has been prepared to substantiate this design proposal.

8. 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 planning and Zoning Commission and the Planning and Development Committee.

This proposed use in and of itself is contiguous with allowed uses in this district. The special use request for a drive-thru facility will seek to meet all applicable regulations to the nearest extent possible. Any variations will be described here within, with support by an enclosed traffic memo. Similar drive-thru facilities currently exist nearby to serve the neighboring properties at the Taco Bell and Buona Beef locations to the west. These special uses are of similar scale and function as this proposed use, but of even higher intensity, and appear to work seamlessly with their main uses, and have not appeared to cause any nuisance or undesirable affects to date.

ZONING VARIATIONS - JUSTIFICATION NARRATIVE:

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 current area of the proposed redevelopment is a surface parking lot with no curb islands or other improvements, and otherwise no usable space. This project will substantially increase the value and marketability of this property.

2b. The plight of the owner is due to unique circumstances.

In an effort to integrate this project so seamlessly into the existing parking lot, some unique circumstances have presented themselves that require a minor amount of relief.

2c. The variation if granted will not alter the essential character of the locality.

Due to its relatively smaller size and scale, the impact of these variations on the overall character of the area and comparison to surrounding lots and buildings would be hardly noticeable. In fact, this type of infill 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 proposal seeks to leave intact several existing lanes of parking and curbing, while only converting one row of striped parking with no curbs, landscaping, or lighting. This is an effort to minimally impact the surrounding businesses and parking, and not "snowball" into more areas of required relief. If strict conformance to the ordinances was required or upheld, then the project would need to be constructed in a location that would have too much impact on that surrounding area, and thus would not be viable.

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.

As noted above, the proposal seeks to leave intact several existing lanes of parking and curbing, while only converting one row of striped parking with no curbs, landscaping, or lighting. 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. Therefore, in order to work around these existing conditions, the requested variations from the ordinance are necessary.

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.

As noted above, the proposal seeks to leave intact several existing lanes of parking and curbing, and ingress/egress at the right-of-way. In doing so, the proposed development location requires a lesser amount of relief than may otherwise be required if shifted elsewhere. Regarding the drive-thru stack space specifically, this is novel use and its efficiency no longer aligns with current City standards in the ordinance.

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 granting of these variations will have no financial or physical impact on the surrounding properties. If anything, this will be an added value to those businesses and the residential neighborhood alike.

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.

Due to its unique nature, this proposed development would be an asset to the community, and could be used as a model for similar future development once proof of concept is established.

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

With no notable negative impact and the aforementioned benefits to the community, this use and acceptance of its ordinance variations would be a positive improvement for this location.

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 seeks to integrate this redevelopment into the existing nature of the property as seamlessly as possible. As such, it is necessary to request some relief so as not to disrupt the current use and value of the property, but rather to convert something unsightly and under-used into something very positive, useful, and gainful for the property owner and the City of Darien, its residents, and visitors.



CONCLUSION:

As discussed, the re-subdivision and the new drive-thru establishment will make this property more energized and seek to infill a vacancy to continue the development fabric along the central corridor of 75th street at Cass Ave, the City of Darien's unofficial "downtown" and a Key Development Area. Provided the evidence supplied in these findings of fact that fully support the use and the need for administrative relief, the applicant respectfully requests a favorable recommendation from Staff and its recommending bodies to the City Council for the project as proposed here within.

Respectfully Submitted-

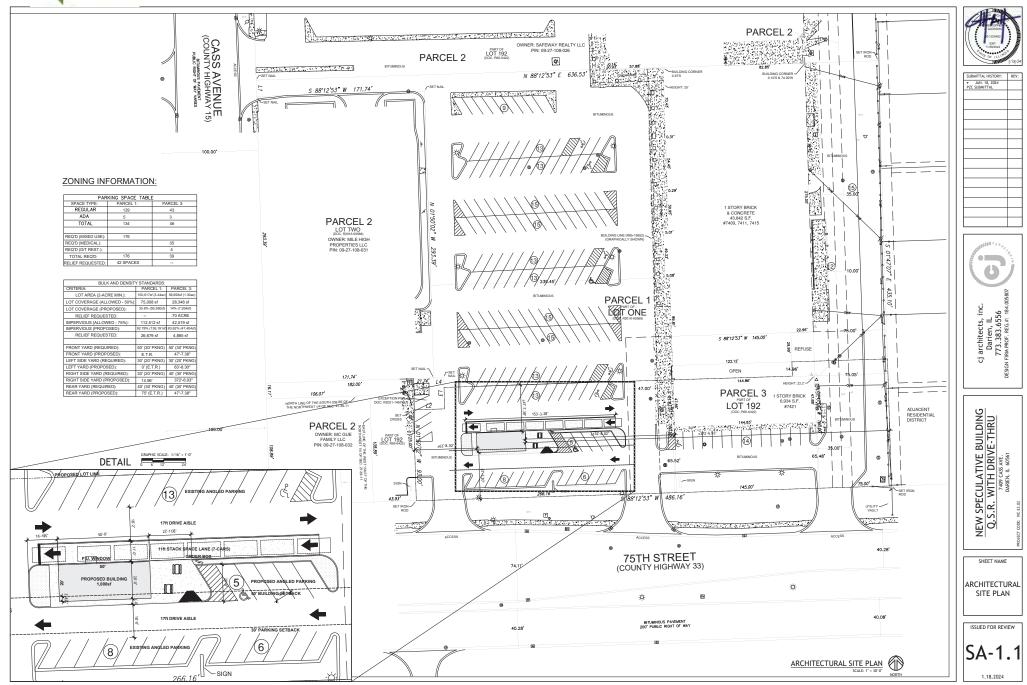
Christopher A Jackson, Architect - NCARB, LEED-AP President and Principal - CJ Architects, Inc.

CC: Vick Mehta

Attachments:

Boundary Survey with Topo and Utilities
Plat of Re-subdivision
Proposed Architectural Site Plan
Proposed Exterior Design Sketches
Traffic Memorandum
Kane-DuPage SWCD Application and Receipt
IDNR Consultation Review





FINAL PLAT OF

INDVESTIA SUBDIVISION

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SANITARY DISTRICT CERTIFICATE
STATE OF ILLINOIS) (S.S.
COUNTY OF DUPAGE)
I, DO HERBY CERTIFY THAT THE REQUIRED LETTER OF CREDIT IS POSTED FOR THE COMPLETION OF THE IMPROVEMENT COVERING SANTARY SEWAGE SYSTEM ANDOR SEWER LINES AND DMESTIC WATER SUPPLY SYSTEM ANDOR OISTRIBUTION LINES LINED MY JURISDICTION BASED ON APPROVED ENGINEERS. AND AND SECRIFICATIONS PREPARED BY A REGISTERCE DOSINEER.
DATED THIS DAY OF
COLINTY SUPERINTENDENT OF PUBLIC WORKS DEPARTMENT
PLAN COMMISSION CERTIFICATE
STATE OF ILLINOIS)
) S.S. COUNTY OF DUPAGE)
APPROVED BY THE PLAN COMMISSION OF THE CITY OF DARIEN, DUPAGE COUNTY.
ILLINOIS, THIS DAY OF, 20
CHAIRMAN
CITY ENGINEER'S CERTIFICATE
STATE OF ILLINOIS) S.S.
COUNTY OF DU PAGE)
I, CTY ENGINEER OF THE CITY OF DARIEN, LILINOIS, HEREBY CERTIFY THAT THE "LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFOR MEET THE IMMMUM REQUESTED AND SPECIFICATIONS THEREFOR MEET THE IMMMUM REGULARIZATION OF THE PLANS AND SPECIFICATIONS THEREFOR MEET THE IMMMUM REGULARIZATION THEREFOR MEET THE IMMMUM PROVIDED BY ALL PUBLIC AUTHORITIES HAVING JURISDICTION THEREIN.
DATED AT DARIEN, DUPAGE COUNTY, ILLINOIS THIS DAY OF, 20
CITY ENGINEER

OWNER'S CERTIFICATE

STATE OF ILLINOIS) S.S.

THIS IS TO CERTIFY THAT THE UNDERSIGNED IS THE OWNER OF THE LAND DESCRIBED IN THE ANNEXED PLAT AND HAS CAUSED THE SAME TO BE SURVEYED AND SUBDIN AS INDICATED THEREON, FOR THE USES AND PURPOSES THEREIN SET FORTH, AND DOES HEREBY ACKNOWLEDGE AND ADOPT THE SAME UNDER THE STYLE AND TITLE

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	MONTH		
SIGNATURE			
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STATE LETTER REQUIREMENT

STATE OF ILLINOIS)) S.S. COUNTY OF DUPAGE

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DATED THIS DAY OF

OWNER OR ATTORNEY

REGISTERED PROFESSIONAL ENGINEER

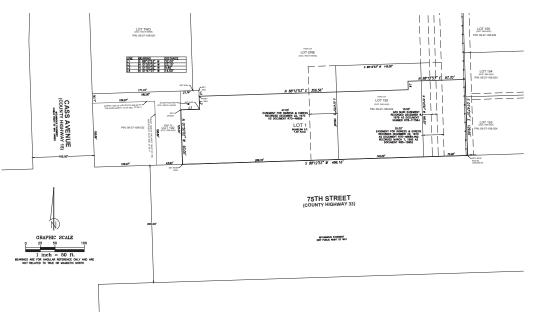
CERTIFICATE AS TO SPECIAL ASSESSMENTS

STATE OF ILLINOIS) S.S. COUNTY OF DUPAGE)

I, ,CITY TREASURER OF THE CITY OF DARIEN, DO HERBBY CERTIFY THAT THERE ARE NO DELINQUENT OR UNFAID CURRENT OR FORFEITED SPECIAL ASSESSMENTS OF ANY DEFERRED INSTALLMENTS THEREOF THAT HAVE BEEN APPORTIONED AGAINST THE TRACT OF LAND INCLUDED IN THE PLAT.

DATED AT DARIEN, DUPAGE COUNTY, ILLINOIS THIS ____ DAY OF

CITY TREASURER



MAYOR'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF DUPAGE

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS THIS

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS) S.S. COUNTY OF DUPAGE)

I, ... CITY CLERK OF THE CITY OF DARIEN, ILLINOIS, HEREBY CERTIFY THAT THE ANNEXED PLAT WAS PRESENTED TO AND BY RESOLUTION DULY APPROVED BY THE CITY COUNCIL OF SAID CITY AT TS MEETING HELD ON , 19 , AND THAT THE REQUIRED BOND OR OTHER GUARANTEE HAS BEEN POSTED FOR THE COMPLETION OF THE MPROVEMENTS REQUIRED BY THE

IN WITNESS WHEREOF I HAVE HERETO SET MY HAND AND THE SEAL OF THE CITY OF DARIEN, ILLINOIS, THIS ____ DAY OF ______, 20 _____, 20 _____.

CITY CLERK

RECORDER'S CERTIFICATE

STATE OF ILLINOIS

FILED FOR RECORD THIS DAY OF , AT _____, AT ____, AT ____, AT ___, AT ___, AND EXAMINED. O'CLOCK

LORI GLIMMOW WINNERAGO COLINTY RECORDER

COUNTY CLERK CERTIFICATE

STATE OF ILLINOIS)) S.S. COUNTY OF DUPAGE)

GIVEN UNDER MY HAND AND SEAL AT WHEATON, DUPAGE COUNTY, ILLINOIS THIS DAY OF

COLINTY OLEDA

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS) COUNTY OF WILL

THIS IS TO CERTIFY THAT I, JAMES L. HARPOLE, REGISTERED ILLINOIS LAND SURVEYOR NO. 3190, HAVE SURVEYED AND SUBDIVIDED THE FOLLOWING PROPERTY:

LOT ONE IN DARIEN ASSOCIATES SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 2016 AS DOCUMENT R2016-69588, IN DUPAGE COUNTY, ILLINOIS.

THE WEST 145.0 FEET OF THE EAST 220.0 FEET OF THE SOUTH 160.0 FEET OF LOT 192 IN HINSBROOK, UNIT 122, 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, LLINOIS.

EXCLUDING THAT PORTION FALLING WITHIN THE FOLLOWING PROPERTY CONVEYED TO MCGUE FAMILY, LLC - FARMS, PURSUANT TO TRUSTEES DEED RECORDED OCTOBER 4, 2021, AS DOCUMENT 78:021-146795:

THE WEST 156.07 FEET OF THE SOUTH 208.89 FEET OF THE NORTHWEST 144.0F SECTION 27. TOWNSHIP 38 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERCIAN, IN DUPAGE COUNTY, LILLINGS, EXCEPTING THEERFORM THAT PART HEREFORGE DEDICATED FOR PUBLIC ROADWAY BY INSTRUMENT RECORDED OCTOBER 11, 1971 AS DOCUMENT R71-54699.

AS SHOWN BY THE ANNEXED PLAT, WHICH IS A CORRECT REPRESENTATION OF SAID

CONTAINING 56.692.89 SF.FT. OR 1.30 ACRES

DIMENSIONS ARE GIVEN IN FEET AND DECIMALS OF A FOOT.

I HEREBY CERTIFY THAT NONE OF THE PROPERTY COVERED BY THIS PLAT IS SITUATED WITHIN A SPECIAL FLOOD HIZARD AREA AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY FOR THE CITY OF DARIEN ON PANEL NO. 1704SC0183J, DATED AGGIST 1, 2019

THE BASIS FOR ALL BEARINGS ARE ILLINOIS STATE PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM (NAD) 1983, EAST ZONE.

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF ___ AT SHOREWOOD, IL.

PRELIMINARY

JAMES L. HARPOLE

ILLINOIS PROFESSIONAL LAND SURVEYOR # 035-4046 LICENSE EXPIRES NOVEMBER 30, A.D., 2024.

JLH LAND SURVEYING INC

INVESTIA DARIEN LLC 718 OGDEN AVENUE DOWNERS GROVE, IL 60515



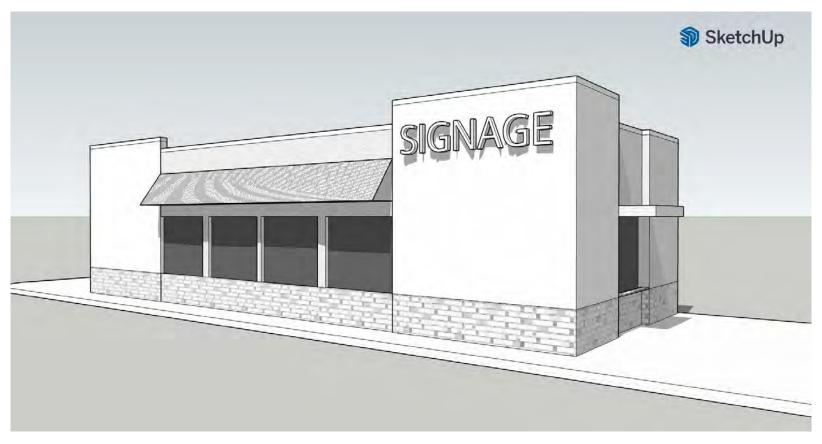
SUBDIVISION DARIEN, I P PLAT

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OF 1

23-1239-100A

7409 S. CASS AVE. - PROPOSED OUT-BUILDING



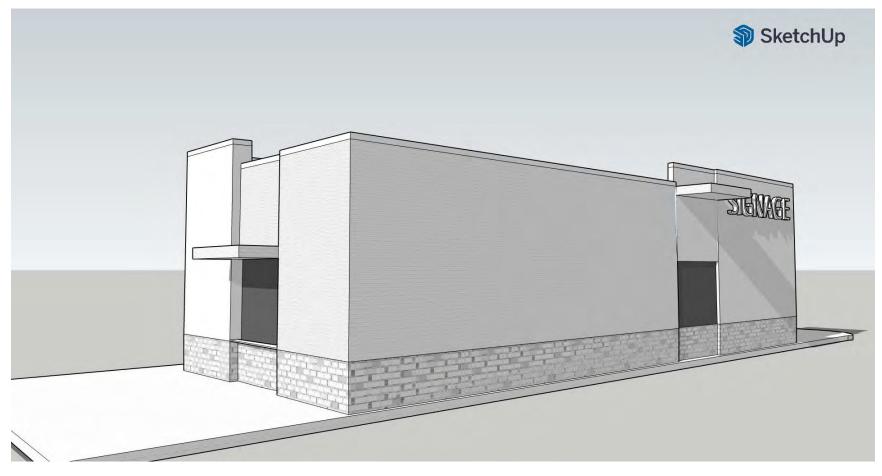
SOUTH / EAST FAÇADES



SOUTH / WEST FAÇADES



NORTH / WEST FAÇADES



NORTH / EAST FAÇADES



RE:

TECHNICAL MEMORANDUM



DATE: January 16, 2024

TO: Christopher A. Jackson, CJ Architects, Inc.

FROM: Peter Reinhofer, P.E., V3 Companies

Proposed Quick-Service Facility Technical Memorandum

75th Street & Cass Avenue, Darien Illinois

V3 Companies has been retained by CJ Architects to conduct a trip generation study for a proposed quick-service restaurant with a drive-through and no indoor seating located in the existing parking lot at the northeast corner of the intersection of 75th Street and Cass Avenue in Darien, Illinois. The site currently consists of a multiple building retail center with outlots and surface parking lots. The proposed development will replace 30 surface parking stalls with a 1,000 square foot building intended to be a pre-order pick-up concept in the quick service, fast casual restaurant space. A drive through window and an outdoor patio will also be provided with five parking spaces.

There are currently five access driveways to the retail center, two full access driveways and one right in/right out driveway on Cass Avenue and three right in/right out driveways on 75th Street. The proposed building would be accessible from all three driveways. A site location map and conceptual site plan are attached.

The purpose of this Technical Memorandum is to evaluate the potential traffic impacts of the proposed quick-service outbuilding. This Technical Memorandum will evaluate the existing conditions around the site and estimate the number of vehicle trips generated by the proposed development.

Project Conditions

Cass Avenue is a north-south roadway that is classified as a minor arterial and typically provides two travel lanes in each direction with a two-way left turn lanes that provides access to local streets and residential and commercial driveways. Cass Avenue has sidewalks along the east and west side of the roadway and a posted limit of 35 mph. Cass Avenue is under DuPage County jurisdiction.

75th Street is an east-west roadway that is classified as a Strategic Regional Arterial and provides three travel lanes in each direction separated by a raised landscaped median that provides left turn access to other arterials, local streets, and commercial driveways. 75th Street has sidewalks along the north and south side of the roadway, Southern DuPage County Regional Trail is located on south side of 75th Street east of Cass Avenue. 75th Street has a posted speed limit of 45 mph eastbound and a school zone posted speed limit of 20 mph west of Cass Avenue. 75th Street is under DuPage County jurisdiction.

The intersection of Cass Avenue and 75th Street is a signalized intersection. The northbound approach consists of one left turn lane, one through lane, and one shared through/right turn lane while the southbound approach consists of one left turn lane, two through lanes, and one right turn lane. The eastbound and westbound approaches of 75th Street consist of two left turn lanes, three through lanes, and one right turn lane. There are marked crosswalks along all approaches with sidewalks and pedestrian signals present.

The existing intersection lane configurations are included in the Exhibits.

Since the development proposes to reduce the parking area, parking observations were conducted during the weekday morning, midday, and evening time periods over several days. The parking observations included collecting the number of occupied parking spaces in the vicinity of the proposed development totaling 205 parking spaces. Overall, the observations indicate that the parking area is not well utilized with the exception of the parking area on the south side adjacent to the immediate care facility. A summary of parking counts and data are attached as well.

Proposed Vehicle Trip Generation

The proposed development consists of a quick-service outbuilding totaling 1,000 square feet with a drivethru window and no indoor seating. Project traffic is estimated using the Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition. The following land use categories are used to determine project traffic:

Coffee/Donut Shop with Drive-Through Window and No Indoor Seating (ITE Land Use Code 938) – This land use includes any coffee and donut restaurant that has only drive-through window service. A patron cannot walk into the shop and purchase items. The restaurant sells freshly brewed coffee (along with coffee-related accessories) and a variety of food/drink products such as donuts, bagels, breads, muffins, cakes, sandwiches, wraps, salads, and other hot and cold beverages. The restaurant marketing and sales may emphasize coffee beverages over food (or vice versa). The coffee/donut shops contained in this land use typically hold long store hours (more than 15 hours) with an early morning opening.

The Trip Generation Manual, 11th Edition estimates trip generation for each land use based on a peak period and an independent variable. In this case, the applicable variable is drive-through lanes for the quick-service shop. The weekday am and weekday pm peak hour trip generation is calculated using either the average rate or fitted curve equation when available. The am and pm peak hour trip generation equations are selected for weekday, peak hour of adjacent street traffic for one hour from 7:00 am to 9:00 am and 4:00 pm to 6:00 pm.

As documented in the ITE *Trip Generation Manual, 11th Edition,* some land uses do not typically generate all new traffic on the roadway system. The total traffic generation is a combination of pass-by trips, or traffic drawn from the existing traffic flow on the adjacent streets, and primary trips, which represent

new traffic drawn to the roadway network. In order to assess the pass-by trips, the data published in the ITE Trip Generation Handbook, 3rd Edition was utilized to estimate the pass-by percentages for the applicable land uses. It should be noted that pass-by trip reductions do not reduce the total number of trips into and out of the site, but decrease the number of new trips on the roadway network.

The total trip generation for the site consists of the ITE trip generation with the pass-by trip reassignment applied. A summary of trip generation for the proposed development is provided in Table 1.

Weekday PM Weekday AM LUC **LAND USE** SIZE In Out Total In Out Total Coffee/Donut Shop with Drive-Through Drive-Through 18 18 7 15 Window and No Indoor Seating Lanes 938 Internal Capture Reduction: -2 -2 -4 -2 -2 -4 Pass-By Trips: -28 -5 -5 -10 -14 -14 **Total Trip Generation:** 18 18 36 7 15 -4 -4 Less Internal Capture: -2 -2 -2 -2 Internal Capture Rate: 11% 27% **Total External Trips** 16 16 32 6 5 11 Less Pass-by: -14 -14 -28 -5 -5 -10 **Total New Traffic Generated on Network:** 2 4 1 0 1

Table 1: Trip Generation

It should be noted that the ITE Trip Generation Handbook methodology for internal capture is applicable since is very likely that existing trips to the adjacent developments will also stop by the proposed quickservice development. For the purpose of this analysis, it is assumed that an overall internal capture ranges from 11 percent to 27 percent for the weekday peak hours. This results in the proposed development only adding four trips and one trip during the weekday am peak hour and weekday pm peak hour, respectively.

Access Evaluation

The proposed development will be accessed through the three existing driveways along 75th Street and three driveways along Cass Avenue. The proposed development will replace 30 original parking stalls into a 1,000 square feet facility with an eight vehicle drive-through lane, outdoor patio, raised curb landscape areas, and five parking spaces. It is our understanding that there are no other known planned roadway improvements or developments that will impact the existing traffic patterns in the study area. Based on the development only adding four and one vehicle trips during the weekday peak hours and the multiple access points along 75th Street and Cass Avenue, it is anticipated that this development will have minimal traffic impact on the local roadway network.

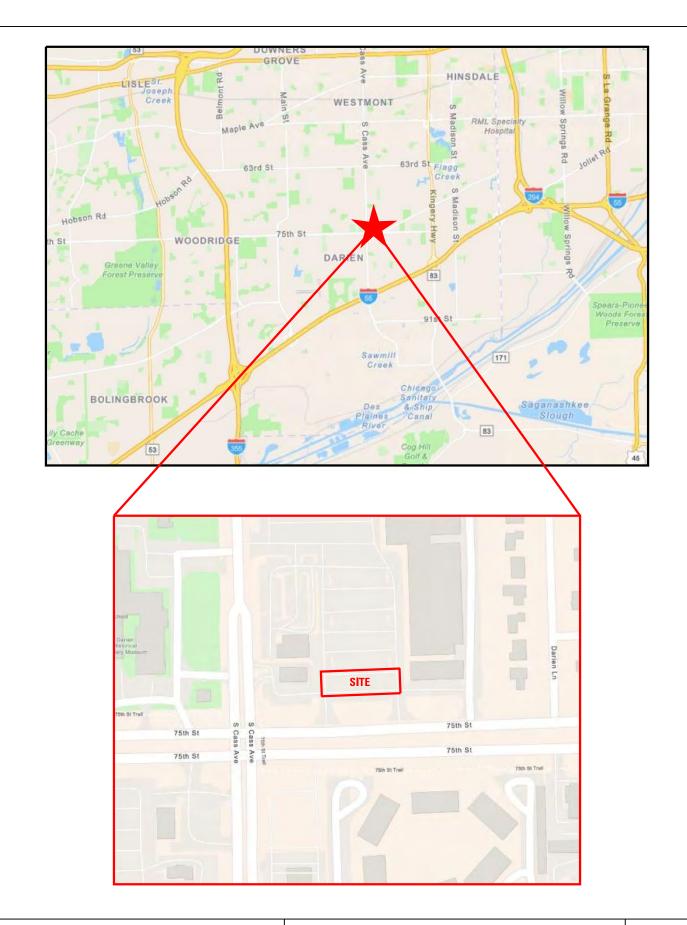
Conclusion

The purpose of this study is to evaluate the traffic generated by a proposed development that will replace 30 original parking stalls into a 1,000 square feet facility with an eight vehicle drive-through lane, outdoor patio, raised curb landscape areas, and five parking spaces located in the northeast corner of 75th Street and Cass Avenue. Access to the site will remain in the existing configuration with three access points along 75th Street and three access points on Cass Avenue.

A trip generation evaluation was conducted, and based on the amount of vehicle trips generated by the proposed development, it is our professional opinion that the new traffic generated by the site will have minimal impact to the roadway network.

Exhibits

Site Location Map Conceptual Site Plan Existing Lane Configuration

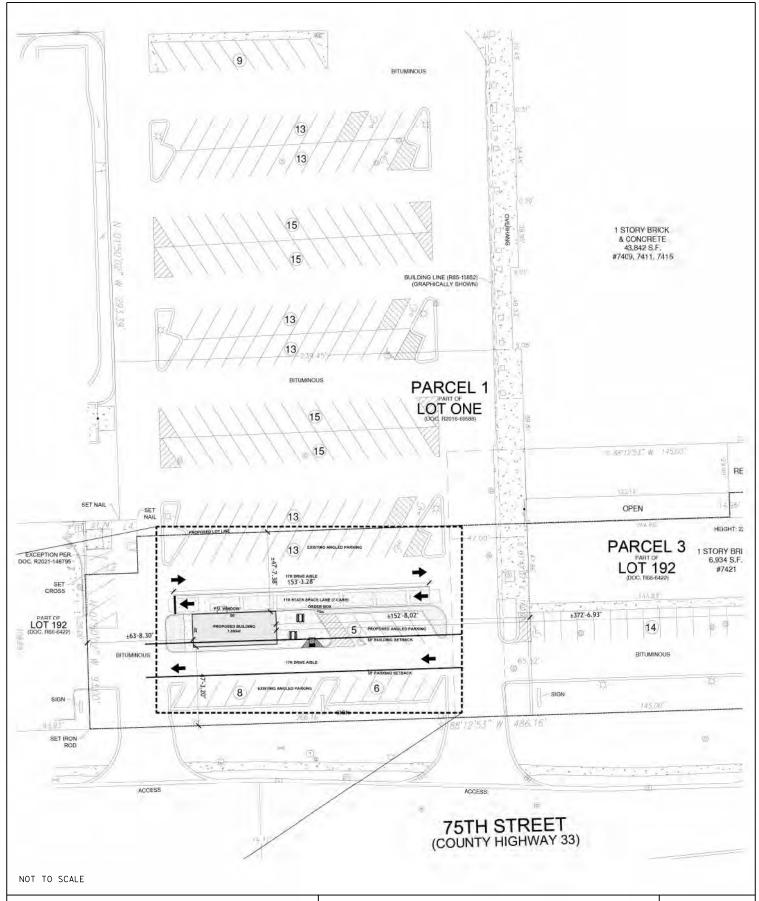


PROPOSED COFFEE SHOP

FIGURE 1 SITE LOCATION MAP



DARIEN ILLINOIS

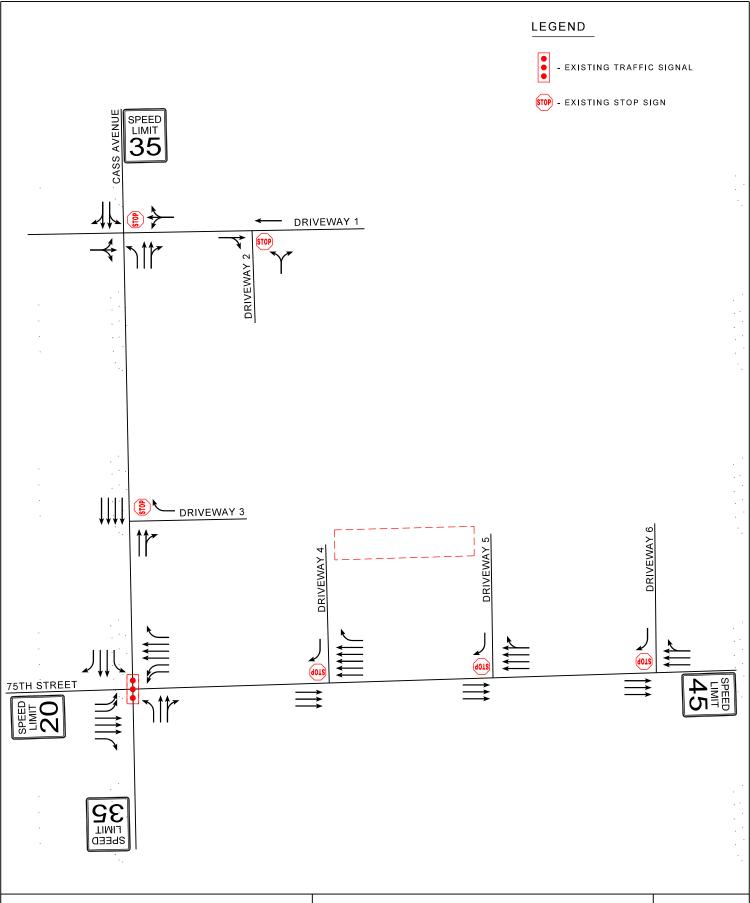


PROPOSED COFFEE SHOP

FIGURE 2 CONCEPTUAL SITE PLAN



DARIEN ILLINOIS



PROPOSED COFFEE SHOP

FIGURE 3 EXISTING LANE CONFIGURATION



DARIEN ILLINO

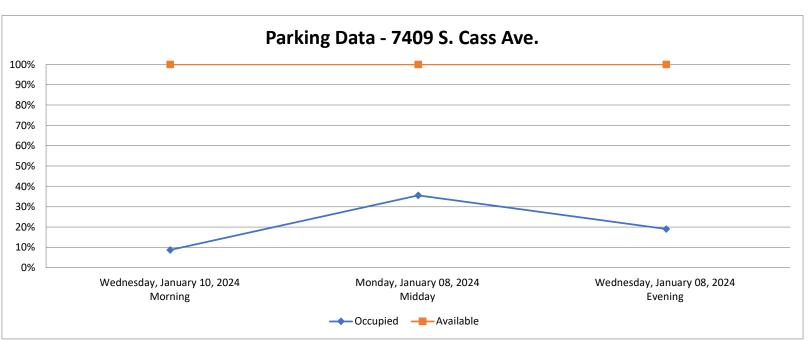


Zone	Total Spaces		Morning	Midday	Afternoon
	4.4	Occupied	6	13	3
1	14	Available	8	1	11
2	29	Occupied	4	12	4
2	29	Available	25	17	25
3	28	Occupied	4	5	2
3	20	Available	24	23	26
4	20	Occupied	2	7	4
4	28	Available	26	21	24
_	28	Occupied	0	4	3
5		Available	28	24	25
6	20	Occupied	0	6	4
8	28	Available	28	22	24
7	28	Occupied	1	10	7
/		Available	27	18	21
8	22	Occupied	1	16	12
8		Available	21	6	10

Wednesday, January 10, 2024	Occupied	18
Morning	Available	187

Monday, January 08, 2024	Occupied	73
Midday	Available	132

Wednesday, January 08, 2024	Occupied	39
Evening	Available	166







CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. 0-02-24

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND GRANTING A SPECIAL USE AND VARIATIONS FROM THE DARIEN ZONING ORDINANCE

(PZC2024-01: INDVESTIA DARIEN LLC, 7409 CASS AVENUE)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 4th DAY OF MARCH, 2024

AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND GRANTING A SPECIAL USE AND VARIATIONS FROM THE DARIEN ZONING ORDINANCE

(PZC2024-01: INDVESTIA DARIEN LLC, 7409 CASS AVENUE)

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 property legally described in Section 1 (the "Subject Property"), is zoned B-2 Community Shopping Center Business District pursuant to the Darien Zoning Ordinance; and

WHEREAS, the petitioner has requested approval of a Final Plat of Subdivision, special use, and variations from the Darien Zoning Ordinance to construct a quick service drive-through eating establishment on a new lot; and

WHEREAS, pursuant to notice as required by law, the City's Planning and Zoning Commission conducted a public hearing on February 7, 2024, and has forwarded its findings and recommendation of approval of this petition to the City Council; and

WHEREAS, on February 26, 2024, the City's Municipal Services Committee reviewed the petition and has forwarded its recommendation of approval of this petition to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions, and limitations described herein below:

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 7409 Cass Avenue, Darien, Illinois, and legally described as follows:

PARCEL 1: LOT ONE IN DARIEN ASSOCIATES SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 8, 2016 AS DOCUMENT R2016-69588, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE 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 (1/4) 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 QUARTER (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.

PARCEL B: THAT PART OF LOT 192 IN HINSBROOK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1966 AS DOCUMENT R66-6422 DESCRIBED AS FOLLOWS: 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 A POINT 43.93 FEET EAST OF THE WEST LINE OF SAID LOT 192 FOR A POINT OF BEGINNING: THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 43.93 FEET TO THE WEST LINE OF SAID LOT 192; 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 FOR A DISTANCE OF 106.07 FEET TO A POINT ON THE WEST LINE OF SAID LOT 192, BEING ALSO ON THE EAST LINE OF CASS AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 192 A DISTANCE OF 16.11 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 182.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 192 A DISTANCE OF 32.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 32.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 192 FOR A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AND; EXCEPTING THOSE PARTS TAKEN FOR ROAD PURPOSES.

PINs: 09-27-108-029 & 09-27-108-033

SECTION 2: Final Plat of Subdivision Approved. Approval of a Final Plat of Subdivision is hereby granted for Indvestia Subdivision, 1 Sheet, prepared by JLH Land Surveying Inc., latest version dated March 22, 2023. The Final Plat is subject to further review and approval by the City of Darien Community Development Department.

SECTION 3: Special Use Granted. Pursuant to Section 5A-8-3-4 of the Darien Zoning Ordinance, a special use is hereby granted to allow for the construction of a quick service drive-through eating establishment offering retail food or drink items for consumption.

SECTION 4: Variations Granted. The following variations from the Darien City Code are hereby granted for the subject property:

- A. A variation to allow more than one principal building/use on a lot.
- B. A variation to reduce minimum lot area from 2 acres to 1.30 acres.
- C. A variation to reduce front yard setback from 50' to 47.6'.
- D. A variation to reduce side yard setback from 30' to 0'.
- E. A variation to reduce rear yard setback from 30' to 0'.

- F. A variation to reduce off-street parking from 176 spaces to 134 spaces.
- G. A variation to reduce the number of drive-through stacking spaces from 15 to 7.

SECTION 5: Conditions. The special use is subject to the following conditions:

- 1) Proper signage (site/building) is placed for customers to enter and exit the establishment, as determined by staff.
- 2) The building shall only be used as an eating establishment in conjunction with drive-through facility.

SECTION 6: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent the terms of this ordinance should be inconsistent with any non-preemptive state law, this ordinance shall supercede state law in that regard within the City of Darien.

SECTION 7: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of March, 2024.

AYES	5 - Belczak, Gustafson, Kenny, Leganski, Stompanato
NAYS:	O - NONE
ABSENT:	2 - Schauer, Sullivan

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4^{th} day of March, 2024.

ATTE	ST:
19/	ANNE E. RAGONA, CITY CLERK
APPR	OVED AS TO FORM:
-	CITY ATTORNEY



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 ORDINANCE NO. O-02-24 "AN ORDINANCE APPROVING A FINAL PLAT OF SUBDIVISION AND GRANTING A SPECIAL USE AND VARIATIONS FROM THE DARIEN ZONING ORDINANCE (PZC2024-01: INDVESTIA DARIEN LLC, 7409 CASS AVENUE)" of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on March 4, 2024.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 4th day of March, 2024.



City Clerk



CITY OF DARIEN PLANNING AND ZONING COMMISSION FEBRUARY 19, 2025

LOCATION MAP



Project No.: PZC2025-01 – 7409 Cass Avenue













Special Use and Variation Criteria

The criteria that the Planning, Zoning and Economic Development Commission and City Council must consider when acting on a request for a Special Use and Variation 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.
- 8. 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.

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

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. ____

AN ORDINANCE APPROVING A ONE YEAR EXTENSION OF TIME FOR A SPECIAL USE AND VARIATIONS FROM THE DARIEN ZONING ORDINANCE

(PZC2025-1: INDVESTIA DARIEN LLC, 7409 CASS AVENUE)

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.

0 D	-	1	3 T C
OK	DINA	NCE	NO.

AN ORDINANCE APPROVING A ONE YEAR EXTENSION OF TIME FOR A SPECIAL USE AND VARIATIONS FROM THE DARIEN ZONING ORDINANCE

(PZC2025-01: INDVESTIA DARIEN LLC, 7409 CASS AVENUE)

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 property legally described in Section 1 (the "Subject Property"), is zoned B-2 Community Shopping Center Business District pursuant to the Darien Zoning Ordinance; and

WHEREAS, On March 4, 2024, the Darien City Council adopted Ordinance O-02-24, approving PZC2024-01, a request for a final plat of subdivision, a special use permit and variations for the construction of a speculative quick service drive-through eating establishment offering retail food items for consumption at 7409 Cass Avenue (the "Petition"); and

WHEREAS, the Petition will expire after one year unless an extension of time is granted; and

WHEREAS, the petitioner has requested approval of a one year extension of time for the Petition; and

WHEREAS, pursuant to notice as required by law, the City's Planning and Zoning Commission conducted a public hearing on February 19, 2025, and has forwarded its findings and

ORDINANCE NO.	•
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recommendation of approval of this petition to the City Council; and

WHEREAS, on March 3, 2025, the City's Municipal Services Committee reviewed the petition and has forwarded its recommendation of approval of this petition to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions, and limitations described herein below;

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 7409 Cass Avenue, Darien, Illinois, and legally described as follows:

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PARCEL 2: NON-EXCLUSIVE 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 (1/4) 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

ORDINANCE NO.	
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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 QUARTER (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.

PARCEL B: THAT PART OF LOT 192 IN HINSBROOK UNIT 2, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER (1/4) OF SECTION 27, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 25, 1966 AS DOCUMENT R66-6422 DESCRIBED AS FOLLOWS: 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 A POINT 43.93 FEET EAST OF THE WEST LINE OF SAID LOT 192 FOR A POINT OF BEGINNING; THENCE CONTINUING WEST ALONG THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 43.93 FEET TO THE WEST LINE OF SAID LOT 192; 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 FOR A DISTANCE OF 106.07 FEET TO A POINT ON THE WEST LINE OF SAID LOT 192, BEING ALSO ON THE EAST LINE OF CASS AVENUE; THENCE NORTH ALONG THE WEST LINE OF SAID LOT 192 A DISTANCE OF 16.11 FEET; THENCE EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 182.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 192 A DISTANCE OF 32.00 FEET; THENCE WEST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID LOT 192 FOR A DISTANCE OF 32.00 FEET; THENCE SOUTH ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID LOT 192 FOR A DISTANCE OF 93.00 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

AND; EXCEPTING THOSE PARTS TAKEN FOR ROAD PURPOSES.

PINs: 09-27-108-029 & 09-27-108-033

SECTION 2: Extension of Time Granted. Pursuant to Sections 5A-2-2-3(H)(2) and 5A-2-2-6(I)(4) of the Darien Zoning Ordinance, a one-year extension of time is hereby granted for the Special Use and Variations previously approved under Ordinance No. O-02-24, to allow for the

ORDINANCE NO
construction of a quick service drive-through eating establishment offering retail food or drink
items for consumption.
SECTION 3: Conditions. All previous conditions of approval issued under Ordinance
No. O-02-24 shall remain valid and in effect.
SECTION 4: Home Rule. This ordinance and each of its terms shall be the effective
legislative act of a home rule municipality without regard to whether such ordinance should (a)
contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b)
legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the
intent of the corporate authorities of the City of Darien that to the extent the terms of this ordinance
should be inconsistent with any non-preemptive state law, this ordinance shall supercede state law
in that regard within the City of Darien.
SECTION 6: Effective Date. This Ordinance shall be in full force and effect upon its
passage, approval, and publication as required by law.

ORDINANCE NO.	
APPROVED BY THE MAYOR	OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this day of	, 2025.
	JOSEPH A. MARCHESE, MAYOR
ATTEST:	V 0 0 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



AGENDA MEMO CITY COUNCIL MARCH 3, 2025

CASE

PZC2025-03 Minor Planned Unit Development (PUD) Amendment

ISSUE STATEMENT

Petitioner is seeking approval of a minor amendment for a Planned Unit Development (PUD) to allow the conversion of two existing model units to habitable units in an existing 68-unit apartment building, located at 2305 Sokol Court, for a clarified unit total for the building of 70 units. No new construction is proposed and the models are no longer needed as the building is nearing full occupancy. The property is zoned Planned Unit Development (PUD)/Multi-Family Residence District (R-3). Petition site comprises a total of 2.81 acres. Ordinance

Applicable Regulations: Ordinance No. O-32-96 – Annexation/Development Agreement

Ordinance No. O-30-05 – Annexation Agreement Amendment Ordinance No. O-31-05 – PUD Amendment/Preliminary Approval

Ordinance No. O-33-05 – Final PUD Approval

Ordinance No. O-08-21 – PUD Amendment/Preliminary Approval

Ordinance No. O-13-21 – Final PUD Approval City Code Section 5A-3, PUD Regulations

ATTACHMENTS

A. Application and Narrative

B. As-Built Site Survey

C. Plat of Survey

D. Plans

E. Final PUD Approval (Ordinance No. O-08-21)

F. Minor PUD Amendment Criteria

GENERAL INFORMATION

Petitioner: Level Development, LLC

Property Owner: 2305 SOKOL APARTMENTS, LLC

Property Location: 2305 Sokol Court PIN Number(s): 10-05-404-077

Existing Zoning: Planned Unit Development (PUD)/

Multi-Family Residence District (R-3)

Proposed Zoning: Planned Unit Development (PUD)/

Multi-Family Residence District (R-3)

Existing Land Use: 70-unit Apartment Complex (includes two model units)
Proposed Land Use: 70-Unit Apartment Complex (no models included)

Comprehensive Plan: Parks/Open Space

Surrounding Zoning & Uses:

North: R-1 Single Family Residence District (North of I-55 Expressway);

Single Family Residential

East: Planned Unit Development (PUD)/Multi-Family Residence District

(R-3); Multi-Family Residential

South: Planned Unit Development (PUD)/Multi-Family Residence District

(R-3); Multi-Family Residential

West: Planned Unit Development (PUD)/Multi-Family Residence District

(R-3); Hotel

Total PUD Acreage: 27.9 Acres Petition Site Acreage: 2.81 Acres

Floodplain: According to the DuPage County Parcel Viewer System, there is no

floodplain on the subject site.

Natural Features: The site is fully developed and professionally landscaped with trees,

shrubs, and groundcover.

Transportation: The petition site gains access from Sokol Court via S Frontage Road.

BACKGROUND

Historical Approvals: On November 7, 2005, the City Council approved a Final Planned Unit Development (PUD) and Final Plat (Ordinance No. O-33-05) for the subject property allowing the construction of a 66-unit condominium development comprised of two (2) buildings. In addition to these approvals, the City Council also adopted an Annexation Agreement associated with the proposal (Ordinance No. O-30-05). These approvals were technically amendments to a previously approved Planned Unit Development (PUD) and Annexation Agreement for the site. The development was never constructed and the site sat vacant until 2021. On February 12, 2021, a new petition was submitted by a new owner proposing a 68-unit multi-family apartment complex comprised of one (1) building on the subject property. The petition was granted preliminary approval by the City Council on May 3, 2021 (O-08-21), and received final approval on September 7, 2021 (O-13-21).

ANALYSIS

Approved Plans: City Ordinance No. O-13-21, "An Ordinance Granting Final PUD and Final Plat Consolidation Approval (Darien Heights/2305 Sokol Court & 2345 South Frontage Road)" granted final approval for "68 apartment units contained in one (1) building" on the subject property. Section 2 of the Ordinance identified in detail the plans which constitute the "Approved Final Plan" for this development (See Attachment D). The approved plans also called for the construction of two model units. The approved plans also included site improvements which have been completed, including vehicle access and drive aisles, a 137-stall parking area, landscape areas, and a stormwater detention basin. See Attachments B and C for an as-built site survey of the property and the plat of survey.

Model Unit Conversion / Plan Review: The building, now known as "The Jade Residences at Waterfall Glen", has an occupancy rate of nearly 80 percent, and is rapidly leasing the remaining units. The petitioner has now submitted an application (See Attachment A) convert the model units, as is routine following occupancy of the building and there is no further need for model showings. The building, including the model units, was completed in the Summer of 2024 and received all required inspections. Staff have reviewed the petitioner submitted plans and found that the project complies with all applicable regulations.

Minor PUD Amendment: Pursuant to Section 5A-3-2-5 of the City's Zoning Ordinance, the City Council "may, by ordinance, approve minor changes in the development which do not substantially change the concept or intent of the development without the review and recommendation of the Plan Commission and without a public hearing," (See Minor PUD Amendment Criteria in Attachment F). As the proposed model unit conversion reflects no

change from the "Approved Final Plan" under Section 2 of Ordinance No. O-13-21, it would not substantially change the concept or intent of the development. There is no new construction or any alterations proposed, and there will be no change in unit density.

If approved, all existing variations, waivers, conditions of approval and other ordinance limitations would remain in place, and there would be no further discrepancy in the number of units, which would clearly be specified at 70 units.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on March 3, 2025. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE CONSIDERATION

As recommended/directed by the City Council.

DECISION MODE

This item will be placed on the March 3, 2025 City Council agenda for formal consideration.



ZONING APPLICATION

CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561

www.darienil.us 630-852-5000

CONT	ACT	INFO	RMA	MOIT

Notary Public

Jin Yoo	2305 SOKOL APARTMENTS, LLC	
Applicant's Name	s Name Owner's Name	
3949 Ann Arbor Dr, Houston, TX 77063	3949 Ann Arbor Dr, Houston, TX 77063	
Address, City, State, Zip Code	Address, City, State, Zip Code	
(630) 999-7875	832-607-3210	
Telephone	Telephone	
jin.yoo@leveldevelopment.net	tj@levelcgroup.net	
Email	Email	
PROPERTY INFORMATION		
2305 Sokol Ct. Darien, IL. 60561	10-05-404-077	
Property address	PIN Number(s)	
PUD	Newly Built Apartment Building	
Zoning District	Current Land Use(s)	
(Attach additional information per the Submittal Checklist.)		
REQUEST		
Brief description of the zoning approval requested. (Contact t	he City Planner for guidance.)	
Attaching a separate page to provide the necessary info	ormation for the request.	
Please refer to the attached document titled "Zoning Ap	plication Request Letter" for the detailed information	
Jin Goo		
Applicant Signature		
As Notary Public, in and for Harris County in Texas, I do hereby certify	. For office use only	
that Jin Yoo is personally kno		
by me to be the same person whose name is subscribed above and happeared before me this day in person and acknowledged that they		
signed this document as their own free and voluntary act, for the	Hearing Date:	
purposes therein set forth.		
Given under my hand and seal, this 11th day of February 20	BROOKE ELIAS Notary Public, State of Texas	
Brooke Elias	Comm. Expires 03-06-2027 Notary ID 131883979	



ZONING APPLICATION REQUEST LETTER

RE: Brief Description of the Zoning Approval Requested.

This request seeks approval to convert two model units within the recently constructed 70-unit apartment complex at 2305 Sokol Ct into leasable units. Ordinance No. O-13-21, granted final approval for "68 apartment units contained in one (1) building". The approved plans also called for the construction of two model units, and this request seeks to approve for use of the 2 model units into leasable residential units. Further, this request seeks confirmation and approval for compliance with the overall zoning of the building as a 70-unit building, based on 137 parking spaces and other features under the approved plans. The proposed change falls under the "minor change" provisions of the Darien ordinance, specifically Section 5A-3-2-5, which addresses changes in the development. Since the approval sought does not substantially change the development and reflects no change from the "Approved Final Plan" under Section 2 of Ordinance No. O-13-21. This adjustment aims to enhance the availability of rental options in the community while maintaining adherence to existing zoning regulations.

Level Development LLC.

Jin Yoo

VP | Development & Construction

(630) 999-7875

☑<u>iin.yoo@leveldevelopment.net</u>

[®] 1600 McConnor Pkwy, suite #220, Schaumburg, IL 60173

CITY OF DARIEN

Fee Schedule Ordinance O-38-92

	Residential		Commercial	
	<5 acres	> 5 acres	< 5 acres	> 5 acres
Rezoning	385.00	435.00	485.00	510.00
Special Use	510.00	535.00	585.00	610.00
Special Use Amendment	460.00	460.00	510.00	560.00
Special Use PUD	600.00	650.00	700.00	750.00
Major PUD Amendment	485.00	510.00	560.00	610.00
Minor PUD Amendment	385.00	410.00	435.00	460.00

	< 5 lots	Residential > 5 lots	> 10 lots	Commercial
Preliminary Plat	205.00	230.00	305.00	305.00
		+ 15.00 per lot	+ 15.00 per lot	+ 30.00 per lot
Final Plat	180.00	205.00	255.00	255.00
		+ 10.00 per lot	+ 10.00 per lot	+ 20.00 per lot

	Residential		Commercial
	Single lot	Multi lot	
Major Variation	360.00	460.00	485.00
Simple Variation	75.00		

	One lot	> 1 lot
Annexation Petition	30.00	50.00
Annexation Agreements	200.00	
Annexation Agreement Amendment	200.00	
Text Amendment	400.00	
Appeal of Administrative Decisions/Interpretation	250.00	

For new development/redevelopment (excluding petitions involving a single-family residence):

\$2,000.00 deposit required when the petition is submitted, to be returned once all invoices from professional services are paid (engineering, legal and traffic reviews, etc.)

The bill incurred for publishing the public hearing notice in the newspaper will be billed to the petitioner (excluding petitions involving a single-family residence.)

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.

Please refer to the attached document titled "Justification Narrative" for the detailed information.

<u>Decision Criteria</u> (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.
- 2b. The plight of the owner is due to unique circumstances.
- 2c. The variation if granted will not alter the essential character of the locality.
- 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.
- 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.
- 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.
- 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.
- 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.
- 3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.
- 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.



JUSTIFICATION NARRATIVE

City Ordinance No. O-13-21, "An Ordinance Granting Final PUD and Final Plat Consolidation Approval (Darien Heights/2305 Sokol Court & 2345 South Frontage Road)" granted final approval for "68 apartment units contained in one (1) building" on the Subject Property. Section 2 of the Ordinance identified in detail the plans which constitute the "Approved Final Plan" for this development. The approved plans also called for the construction of two model units.

The prevailing rule is that in a land use approval ordinance like this, the specific controls over the general. In this case, the approved plans are the specific, and the approved plans included the two models. Second, there is nothing in the history and record of this development which would indicate an intent on the part of the City to prohibit the leasing of the models.

The request is necessary in order to adhere to the zoning code and address any inconsistency with the number of units in the building, and confirm that the two additional model units are leasable units, and confirm compliance with the current zoning code based on parking ratio and other requirements.

The variation is necessary to address confusion over the number of units, which would cause problems and potential hardship for the Owner to determine compliance with the zoning code. The present issue presents a unique circumstance arising from the approval of the plans, and recent conversion of the model units into leasable units. The variation would not alter the character of the locality as the two model units were included in the final plans, and there is not going to be any change in density, exteriors, or anything of that nature.

The proposed change falls under the "minor change" provisions of the Darien ordinance since it does not substantially change the concept or intent the development from the Approval Final Plan under Section 2 of the ordinance.

Level Development LLC.

Jin Yoo

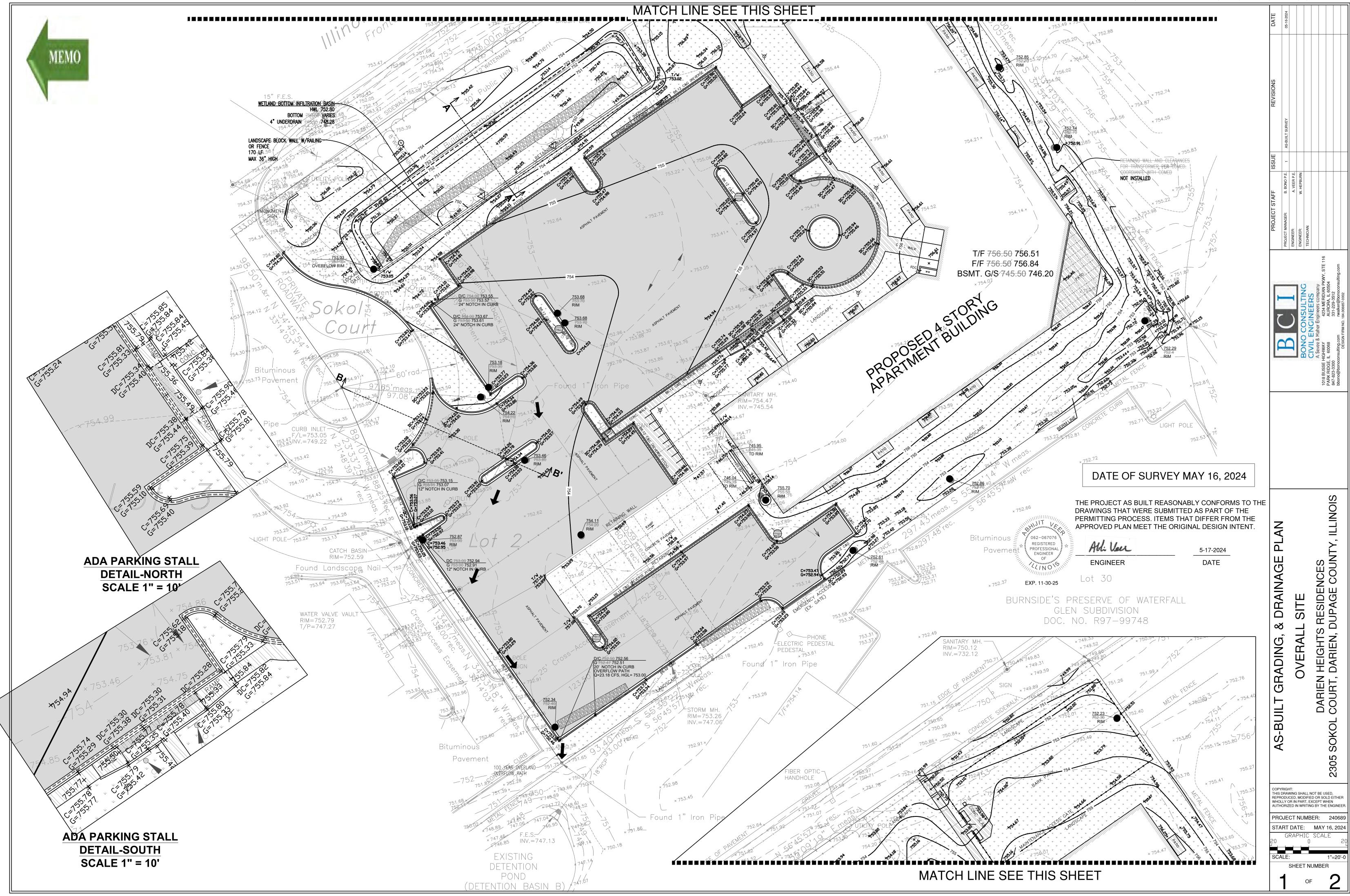
VP | Development & Construction

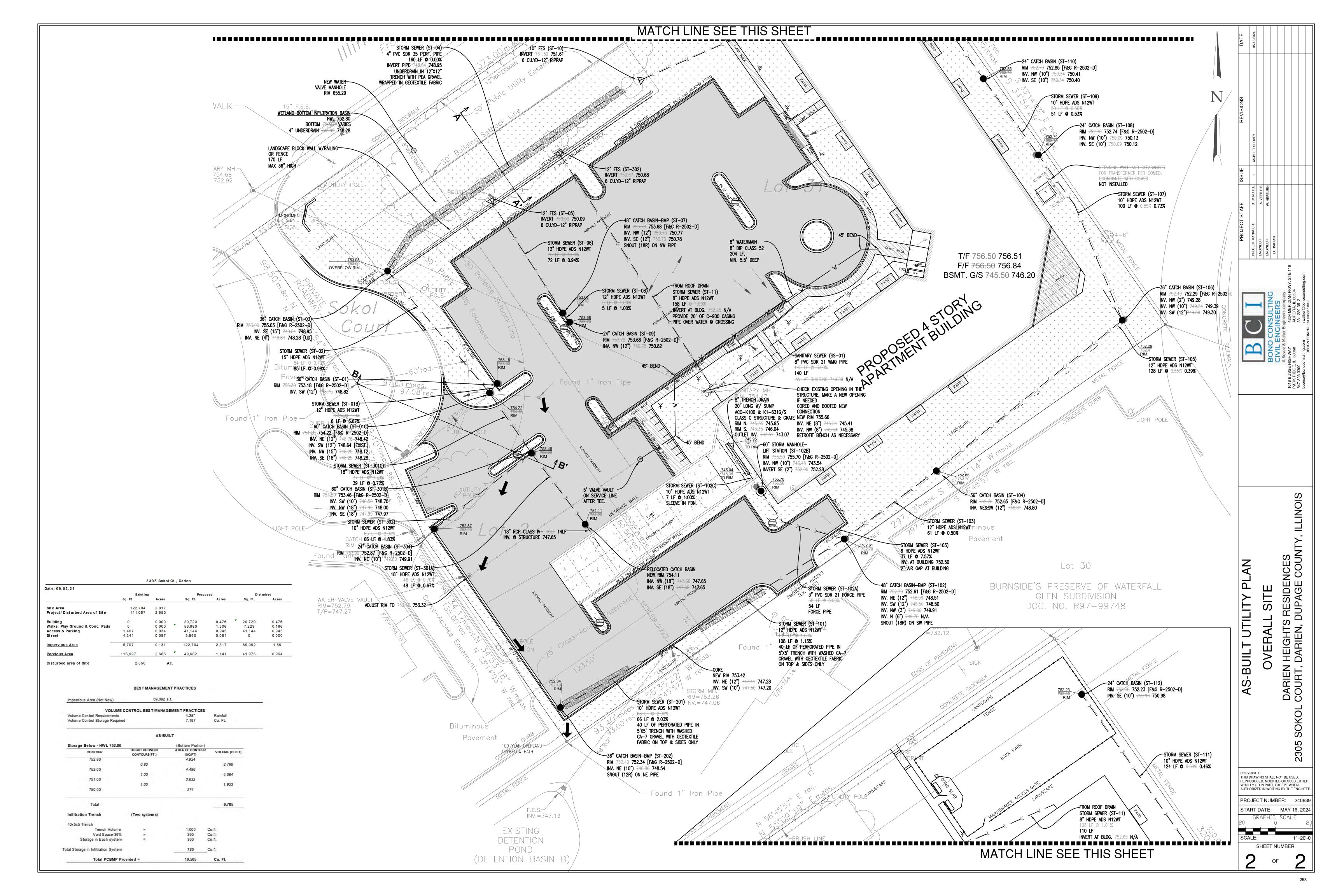
(630) 999-7875

☑jin.yoo@leveldevelopment.net

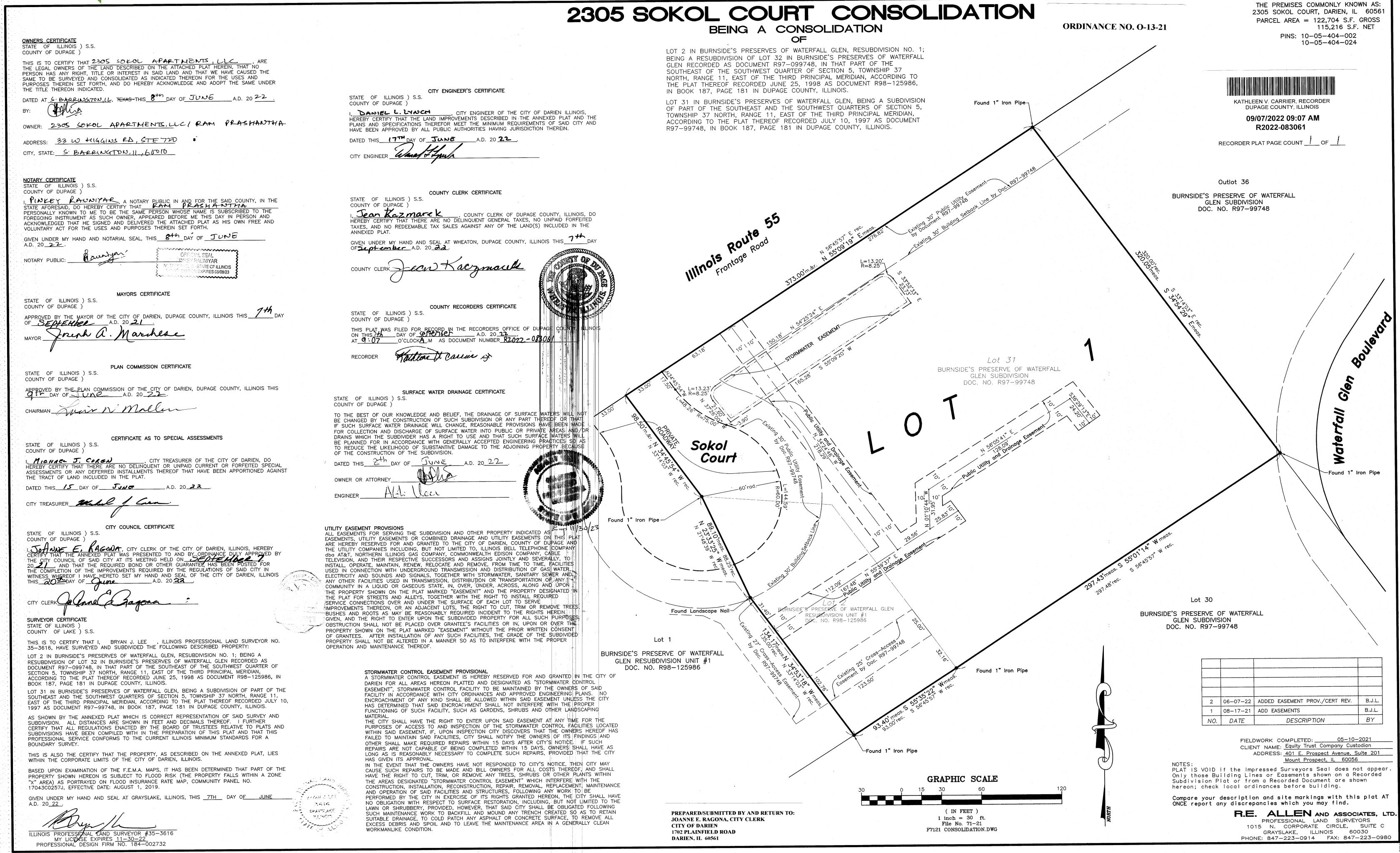
www.levelxgroup.net

1600 McConnor Pkwy, suite #220, Schaumburg, IL 60173



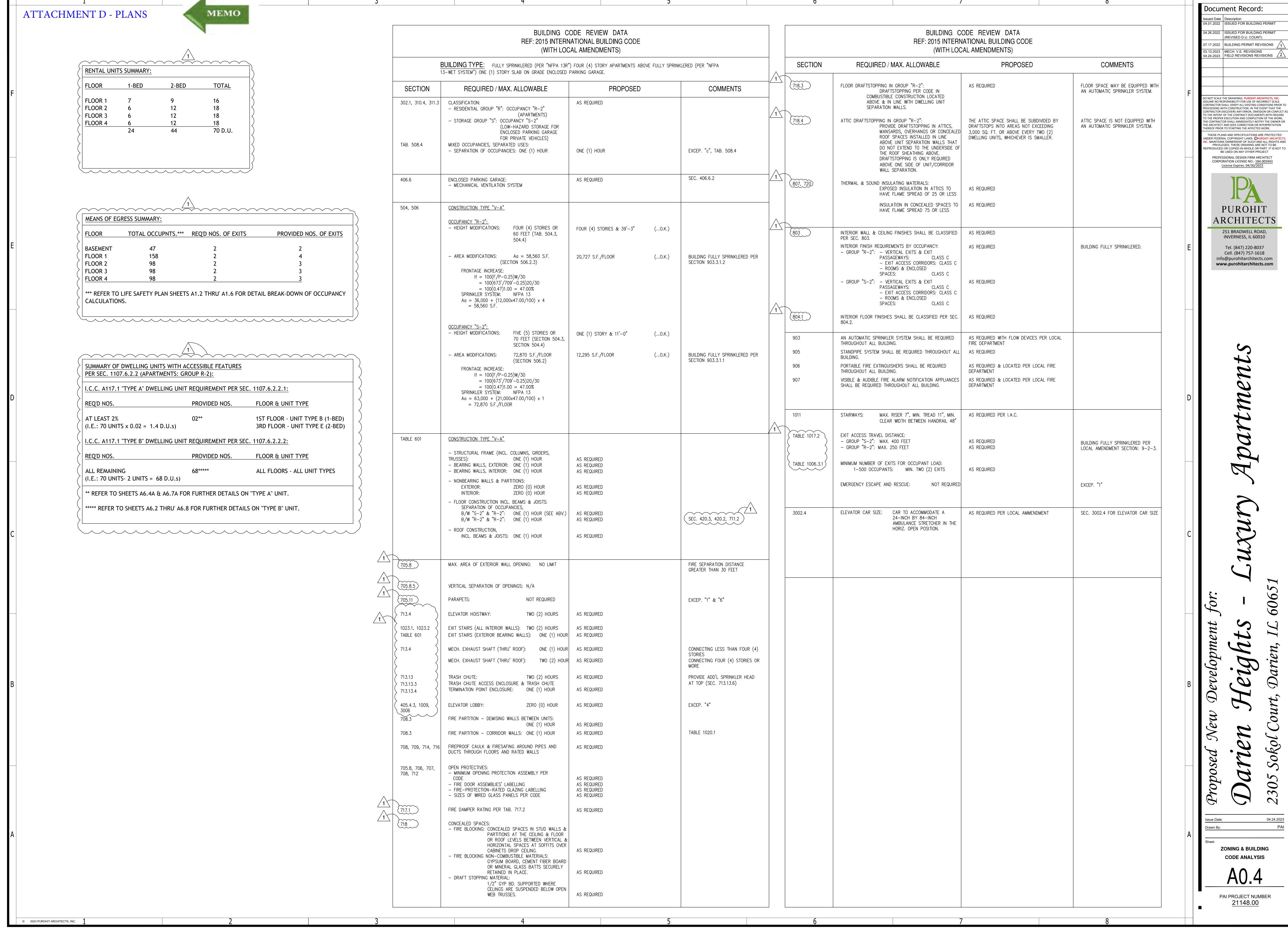






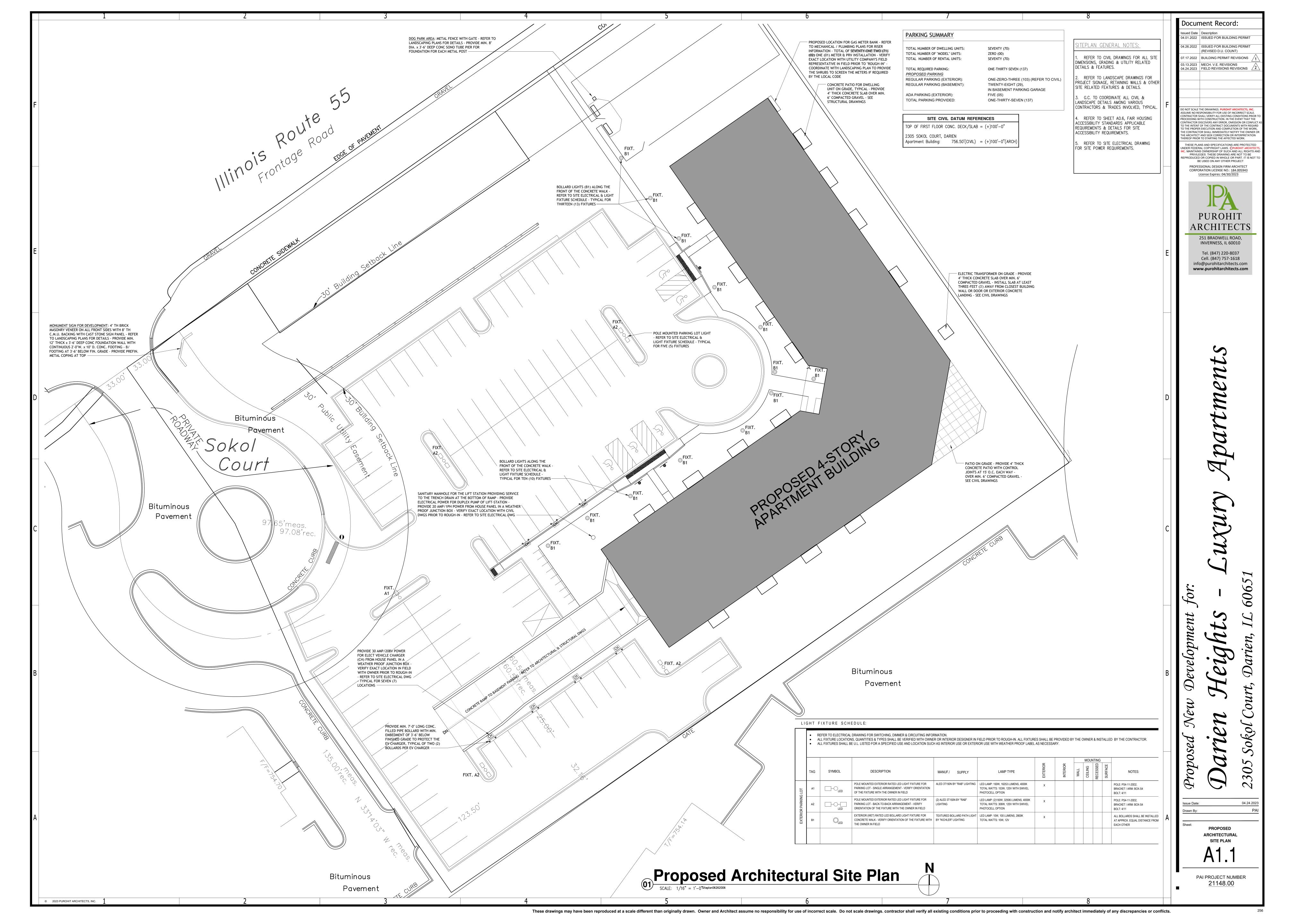
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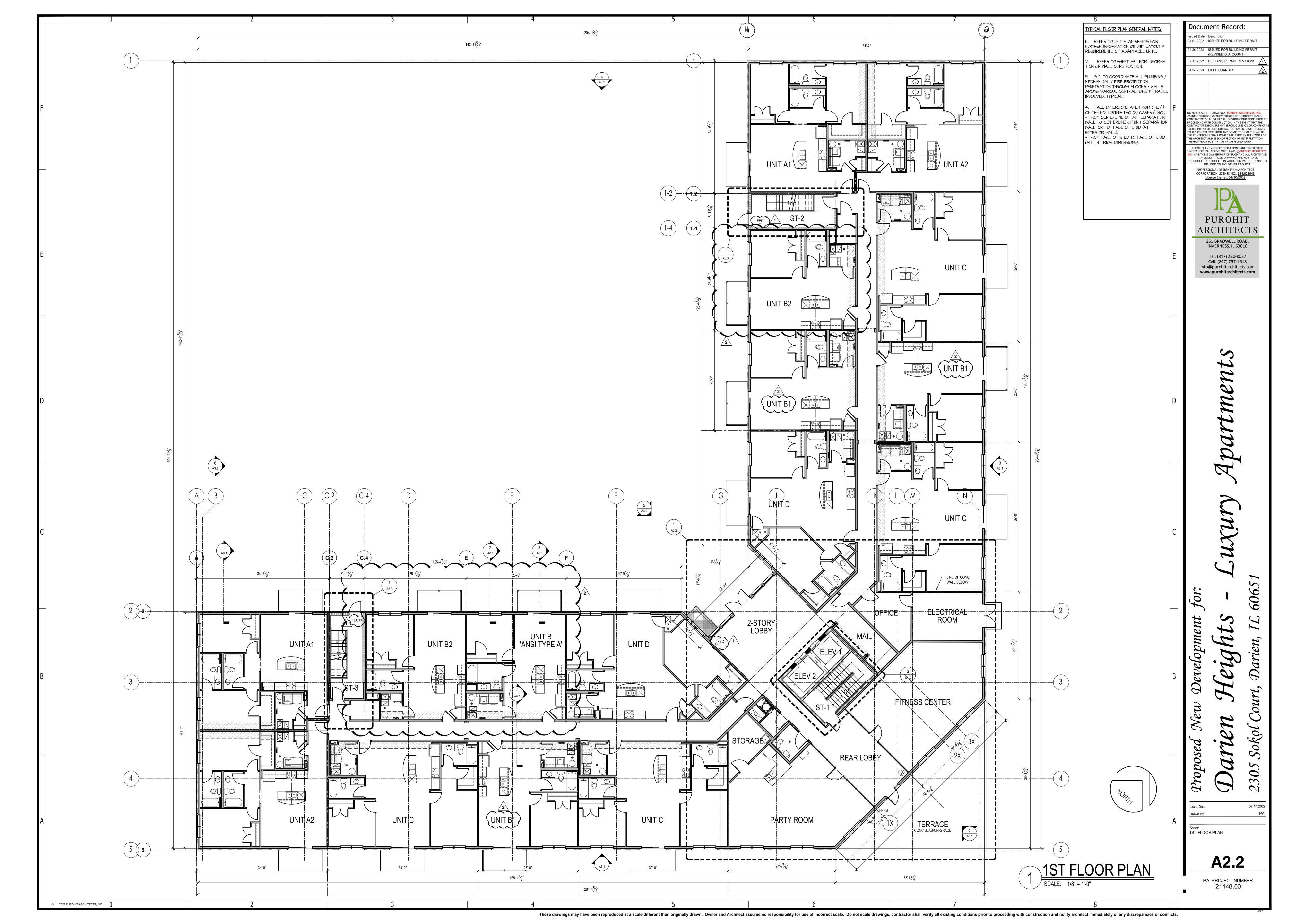
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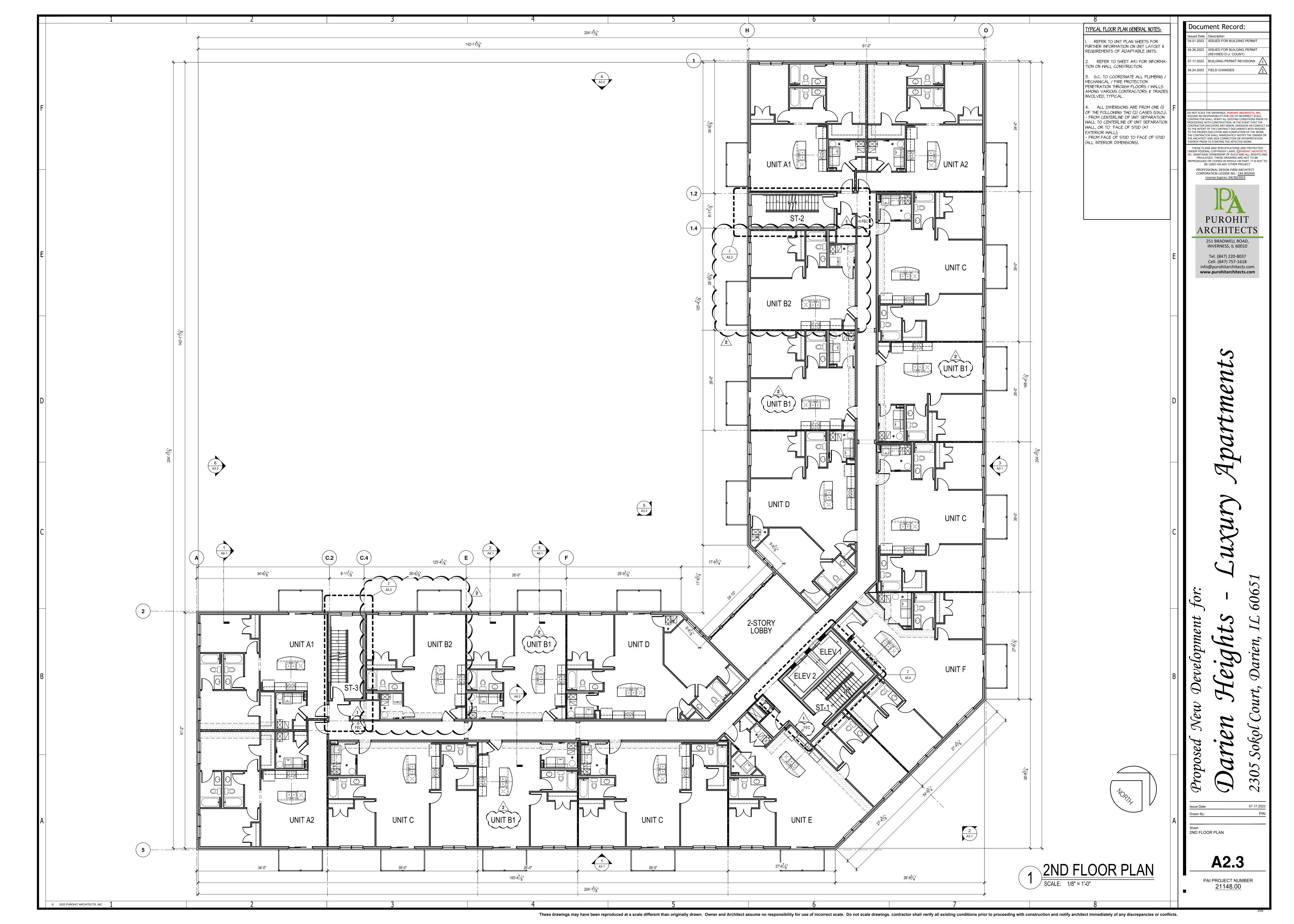


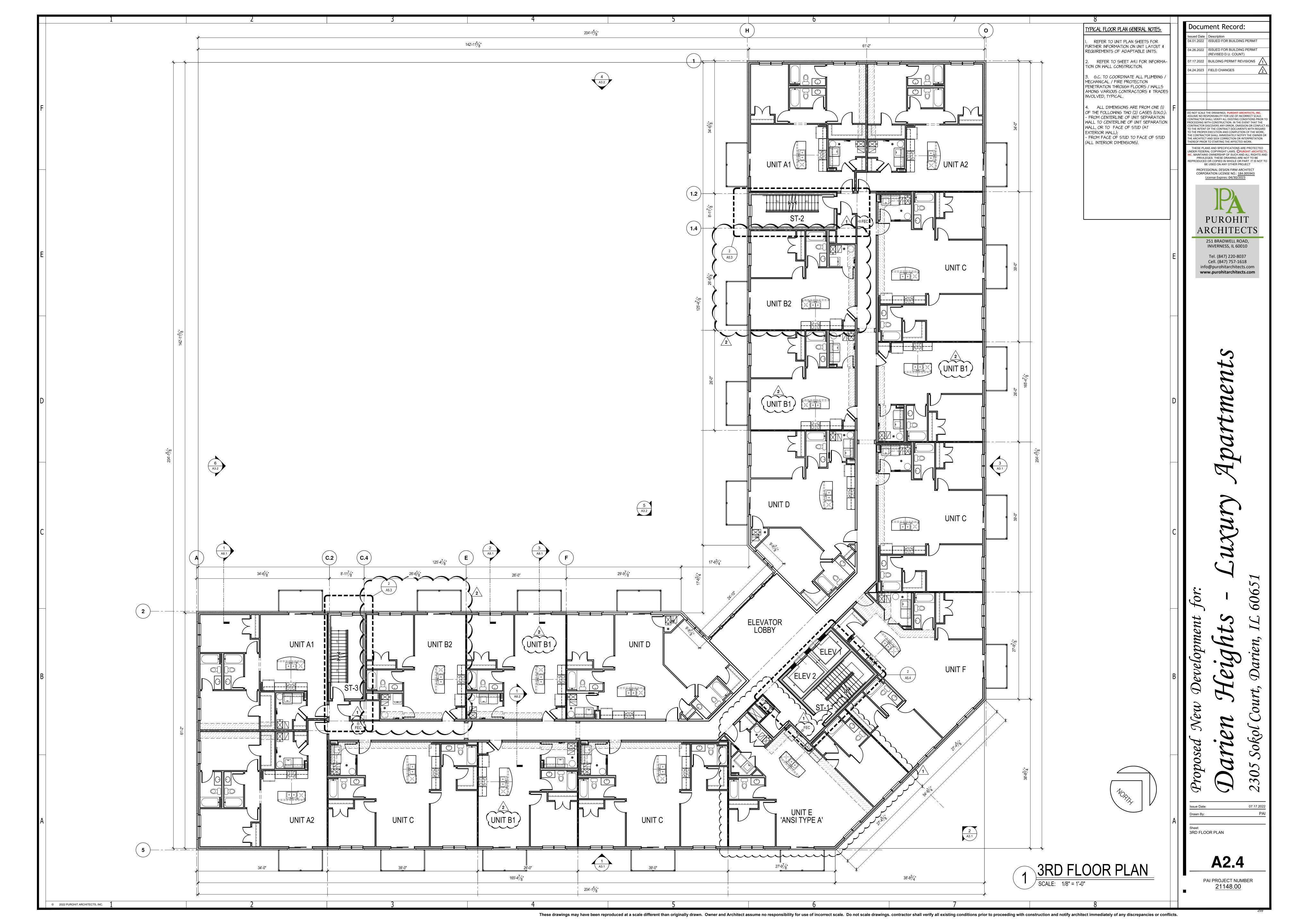
These drawings may have been reproduced at a scale different than originally drawn. Owner and Architect assume no responsibility for use of incorrect scale. Do not scale drawings. contractor shall verify all existing conditions prior to proceeding with construction and notify architect immediately of any discrepancies or conflicts.

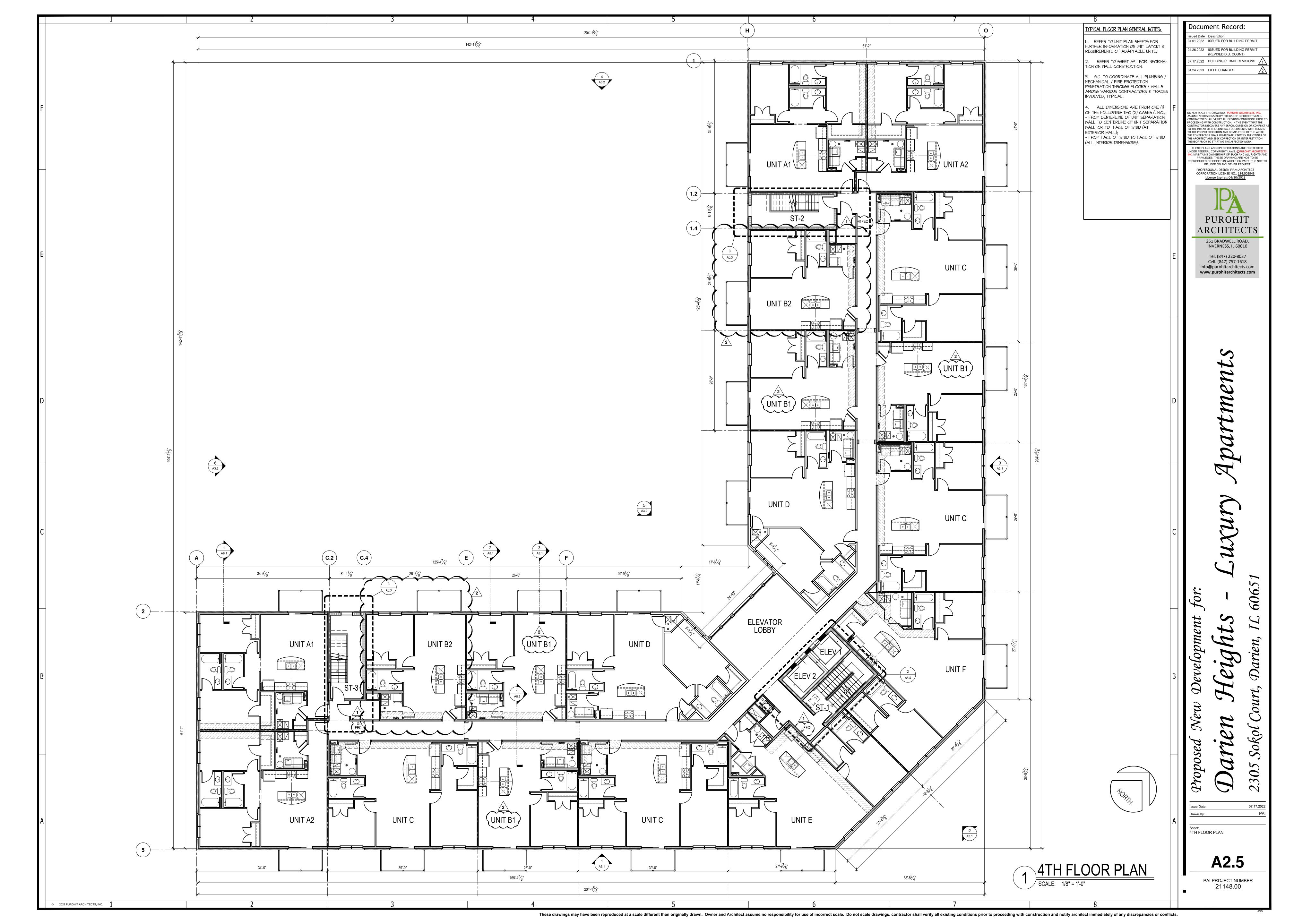
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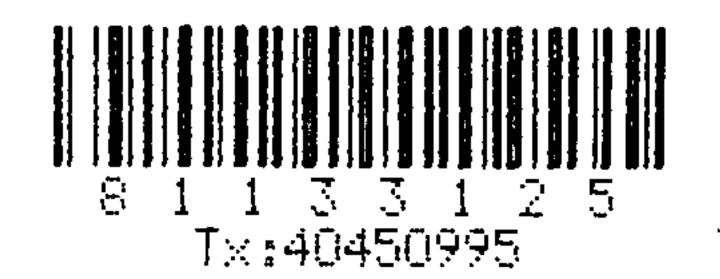












KATHLEEN V. CARRIER, RECORDER DUPAGE COUNTY ILLINOIS 09/07/2022 09:07 AM

DOCUMENT # R2022-083061

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. O-13-21

AN ORDINANCE GRANTING FINAL PUD AND FINAL PLAT OF CONSOLIDATION APPROVAL (DARIEN HEIGHTS/2305 SOKOL COURT & 2345 S. FRONTAGE RD)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 7th DAY OF SEPTEMBER, 2021

ADDRESS: 2305 SOKOL COURT, DARIEN, IL

PIN: 10-05-404-002

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this 8th day of September, 2021.

PREPARED/SUBMITTED/RETURN TO:
JOANNE E. RAGONA, CITY CLERK
(CITY OF DARIEN)
1702 PLAINFIELD ROAD
DARIEN, IL 60561

CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. <u>O-13-21</u>

AN ORDINANCE GRANTING FINAL PUD AND FINAL PLAT OF CONSOLIDATION APPROVAL (DARIEN HEIGHTS/2305 SOKOL COURT & 2345 S FRONTAGE ROAD)

ADOPTED BY THE

MAYOR AND CITY COUNCIL

OF THE

CITY OF DARIEN

THIS 7th DAY OF SEPTEMBER, 2021

Published in pamphlet form by authority of the Mayor and City Council of the City of Darien, DuPage County, Illinois, this 8th day of September, 2021.

AN ORDINANCE GRANTING FINAL PUD AND FINAL PLAT OF CONSOLIDATION APPROVAL (DARIEN HEIGHTS/2305 SOKOL COURT & 2345 S FRONTAGE ROAD)

RECITALS

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;

WHEREAS, the City has previously adopted Ordinance O-08-21, "An Ordinance Approving a Major Change in a Previously Approved Planned Unit Development and Granting Preliminary PUD Approval" (Darien Heights/2305 Sokol Court & 2345 S Frontage Road), on May 3, 2021; and

WHEREAS, said Ordinance granted preliminary approval for 68 apartment units contained in one (1) building on the "Subject Property" legally described on EXHIBIT 1; and

WHEREAS, the Developer has submitted Final PUD plans for Darien Heights; and

WHEREAS, the City's Planning and Zoning Commission at its regular meeting on August 18, 2021, reviewed the petition and forwarded a recommendation of approval to the City Council; and

WHEREAS, the City Council Municipal Services Committee at its regular meeting on August 23, 2021, reviewed the petition and forwarded a recommendation of approval to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above, finds that the final plan substantially conforms to the approved preliminary plan, and therefore hereby determines to grant the petition subject to the terms, conditions, and limitations described below.

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

SECTION 1: Final Plat of Consolidation Approved. The City Council hereby approves the Final Plat of Consolidation for "Darien Heights," as identified in Section 2B of this Ordinance. The Mayor and City Clerk are hereby authorized and directed to execute and attest respectively the Final Plat of Consolidation. The City Clerk is hereby authorized and directed to cause the Final Plat of Consolidation to be recorded in the Office of the DuPage County Recorder of Deeds.

SECTION 2: Final PUD Plan Approved. In accordance with Section 5A-3-2-3 of the Darien City Code, the City Council approves the Final Plan for the Subject Property. The following submittals constitute the approved Final Plan for the Subject Property, copies of which documents are on file with the City:

- A. Site Development Plan & Final Engineering Plans, 12 Sheets, prepared by Bono Consulting, Inc., latest version dated September 2, 2021.
- B. Landscape Plan, 5 Sheets, prepared by Gary R. Weber Associates, Inc., latest version dated September 1, 2021.

ORDINANCE NO. 0-13-21

SECTION 3: Additional Specific Conditions. Prior to the issuance of any building permits for the Subject Property, Developer shall satisfy the following additional conditions:

- A. Submit revised Engineer's Opinion of Cost for the project.
- B. Submit revised Plat of Consolidation addressing the following:
 - 1) A 20 foot wide Public Utility and Drainage Easement must be granted over the proposed water main which loops through the site.
 - 2) A Stormwater Easement must be granted over the proposed detention basin on the north end of the site.
- C. Submit structural calculations for the retaining wall prior to construction.
- D. Submit a Site Lighting and Photometric Plan for the project.
- E. Obtain permit from DuPage County Public Works for the sanitary sewer connection.

SECTION 4: Other Ordinances. Except as provided herein, the development of the Subject Property shall proceed in accordance with all applicable ordinances of the City, including but not limited to ordinances relating to Final PUD Plan approval.

SECTION 5: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7th day of September, 2021.

AYES	6 - Belczak, Chlystek, Kenny, Schauer, Sullivan, Vaughan
NAYS:	O - NONE
ABSENT:	1 - Gustafson

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,

ILLINOIS, this 7th day of September, 2021.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CVTY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT 1

Legal Description of 2305 Sokol Court & 2345 S Frontage Road

PARCEL 1: LOT 2 IN BURNSIDE'S PRESERVES OF WATERFALL GLEN RESUBDIVISION UNIT 1, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1998 AS DOCUMENT R98-125986, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THAT PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 OF HOMER ANDRUS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 25, 1959 AS DOCUMENT 916621, IN DUPAGE COUNTY, ILLINOIS, SAID SOUTHWEST CORNER BEING ALSO THE NORTHWEST CORNER OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5, AND RUNNING THENCE SOUTH 89 DEGREES 59 MINUTES 19 SECONDS EAST ALONG THE SOUTH LINE OF LOT 1 OF HOMERGLEN SUBDIVISION, BEING ALSO THE NORTH LINE OF THE SOUTH 30 ACRES OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 5, A DISTANCE OF 369.80 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF HOMER ANDRUS SUBDIVISION; THENCE NORTH 33 DEGREES 36 MINUTES 05 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT 1 OF HOMER ANDRUS SUBDIVISION, A DISTANCE OF 578.33 FEET TO THE SOUTH LINE OF FORMER ROUTE 66 PER DOCUMENT NO. 931792 AND DOHLMAN'S RESUBDIVISION (DOCUMENT NO. 967060), BEING ALSO THE SOUTH LINE OF FEDERAL AID HIGHWAY ROUTE 98 PER DOCUMENTS 524869 AND 524870; THENCE NORTH 56 DEGREES 45 MINUTES 57 SECONDS EAST, A DISTANCE OF 19.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 56 DEGREES 45 MINUTES 57 SECONDS EAST ALONG SAID SOUTH LINE OF FORMER ROUTE 66, A DISTANCE OF 373.00 FEET; THENCE SOUTH 33 DEGREES 14 MINUTES 03 SECONDS EAST, A DISTANCE OF 320.00 FEET; THENCE SOUTH 56 DEGREES 45 MINUTES 57 SECONDS WEST, A DISTANCE OF 297.48 FEET; THENCE NORTH 33 DEGREES 14 MINUTES 03 SECONDS WEST, A DISTANCE OF 160.50 FEET; THENCE NORTH 84 DEGREES 18 MINUTES 21 SECONDS WEST, A DISTANCE OF 97.08 FEET; THENCE NORTH 33 DEGREES 14 MINUTES 03 SECONDS WEST, A DISTANCE OF 98.50 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS. WHICH PROPERTY IS ALSO KNOWN AS LOT 31 IN BURNSIDE'S PRESERVES OF WATERFALL GLEN, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 25, 1998 AS DOCUMENT R98-125986, IN DUPAGE COUNTY, ILLINOIS.

PIN: 10-05-404-002/024. The property is located at 2305 Sokol Court & 2345 S Frontage Road, Darien, Illinois 60561.

STATE OF ILLINOIS)

COUNTY OF DU PAGE)

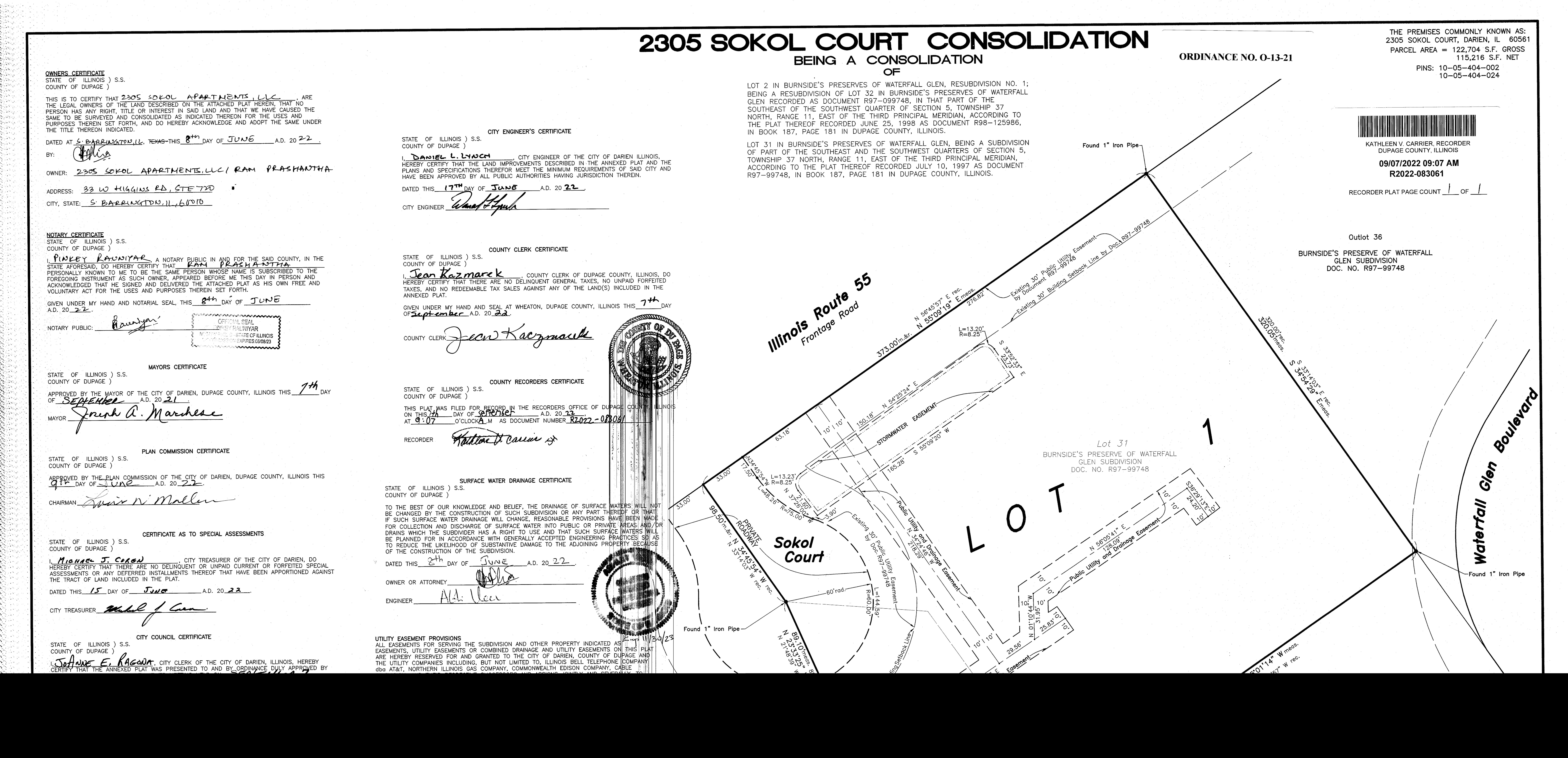
I, JoAnne E. Ragona, do hereby certify that I am the duly qualified CITY CLERK of the CITY OF DARIEN of DuPage County, Illinois, and as such officer I am the keeper of the records and files of the City;

I do further certify that the foregoing constitutes a full, true and correct copy of ORDINANCE NO. O-13-21 "AN ORDINANCE GRANTING FINAL PUD AND FINAL PLAT OF CONSOLIDATION APPROVAL (DARIEN HEIGHTS/2305 SOKOL COURT & 2345 S FRONTAGE ROAD)" of The City of Darien, Du Page County, Illinois, Duly Passed and Approved by the Mayor and City Council at a Meeting Held on September 7, 2021.

IN WITNESS WHEREOF, I have hereunto affixed my official hand and seal this 7th day of September, 2021.

donen Illinois

City Clerk





ATTACHMENT F

MINOR PUD AMENDMENT CRITERIA

5A-3-2-5: CHANGES IN THE DEVELOPMENT:

The development project shall be developed only according to the approved preliminary plan, if any, and final plan and all supporting data.

Changes to the preliminary and/or final plan shall be defined as follows:

- (A) Major Changes: Changes which substantially alter the concept or intent of the development, including an increase in density, an increase in the height of buildings, changes in locations and types of uses of land, changes in the design of structures where general design criteria or drawings were furnished as supporting documents to approved preliminary or final plans, reduction of proposed open space, changes in the development and construction schedule, changes in road standards, or changes in the final governing agreements, provisions, or covenants, may be approved only by submission of a new preliminary and/or final plan and supporting data and following the preliminary and/or "final plan" procedures, including a new public hearing. All changes to the "original final plan" shall be recorded with the County Recorder of Deeds as amendments to the final plan or reflected in the recording of a new "corrected" final plan.
- (B) Minor Changes: The City Council may, by ordinance, approve minor changes in the development which do not substantially change the concept or intent of the development without the review and recommendation of the Plan Commission and without a public hearing, but upon review and recommendation of the Planning and Development Committee. Minor changes shall be any change not defined as a major change. This provision shall not prohibit the City Council from requesting the review and recommendations of the Plan Commission.
- (C) Changes To Completed And Occupied Residential Planned Unit Developments: Changes such as garages, fences, storage sheds, and patios, which are not in conflict with subsection (A) of this Section or with the provisions of the specific ordinance governing the planned unit development in question and which are permitted under and comply with all the requirements of the underlying residential zoning classification and do not interfere with storm water retention and drainage, may be permitted upon site plan approval by the City Council, upon review and recommendation of the Planning and Development Committee. (Ord. 0-03-00, 4-3-2000)



CITY OF DARIEN

DU PAGE COUNTY, ILLINOIS

	ORDINANCE NO
· -	DINANCE APPROVING MINOR AMENDMENTS TO A DUSLY APPROVED PLANNED UNIT DEVELOPMENT (2305 SOKOL COURT)
	ADOPTED BY THE
	MAYOR AND CITY COUNCIL
	OF THE
	CITY OF DARIEN
	THIS, 2025
the Mayor and Ci	et form by authority ty Council of the City ounty, Illinois, this

ORDINANCE NO.	
---------------	--

AN ORDINANCE APPROVING MINOR AMENDMENTS TO A PREVIOUSLY APPROVED PLANNED UNIT DEVELOPMENT (2305 SOKOL COURT)

WHEREAS, pursuant to Ordinances No. O8-21 and O13-21, the City Council approved a Planned Unit Development and related zoning relief for property with a common address of 2305 Sokol Court (the "Subject Property"); and

WHEREAS, the building and related improvements authorized by the approval ordinances have now been constructed; and

WHEREAS, the completed apartment building and related improvements on the Subject Property are referred to as the "Jade Residences at Waterfall Glen"; and

WHEREAS, final approval for the Subject Property included 68 apartment units and also approved the construction of two (2) model units; and

WHEREAS, the development of the Subject Property has reached a stage of occupancy where the Developer no longer needs to maintain the two (2) model units and desires to now market those model units; and

WHEREAS, to that end, the Developer has applied for appropriate zoning relief; and

WHEREAS, pursuant to Section 5A-3-2-5 of the Zoning Ordinance, the Developer's Petition has been reviewed by the City's Municipal Services Committee, which has recommended approval of the Petition;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY

OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, ILLINOIS, as follows:

SECTION 1: Findings. Pursuant to Section 5A-3-2-5 of the Zoning Ordinance, the City Council hereby finds (a) that the Developer's proposal to now market the model units and incorporate said units as a permanent part of the development of the Subject Property constitutes a minor change in the previously approved Planned Unit Development, because such change does not substantially change the concept or intent of the development; and (b) upon the approval granted by this Ordinance, the completed development of the Subject Property is in full compliance with all applicable provisions of the Darien Zoning Ordinance, including but not limited to the on-site parking requirements.

SECTION 2: Approval. A minor change to the previously approved Planned Unit Development of the Subject Property is hereby approved to allow the incorporation of the model units into the development of the Subject Property, bringing the total number of units from 68 to 70.

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

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

PASSED AND APPROVED BY T	THE CITY COUNCIL OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS, this	day of, 2025.
AYES	
NAYS:	
APPROVED BY THE MAYOR (OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this day of	, 2025.
ATTEST:	JOSEPH A. MARCHESE, MAYOR
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	



CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois

Open Meetings Act that a public comment section be provided at each meeting subject to the Open

Meetings Act.

II. DEFINITION OF "PUBLIC BODY" or "BODY."

For purposes of these Rules, the term "Public Body" or "Body" shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

- A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:
 - 1. For the City Council, as set forth on the attached **Agenda template**.
 - 2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.
- B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.
- C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.
 - D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

- E. Public comment time shall be limited to three (3) minutes per person.
- F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.
- G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014

Policy establishing guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor

I. Purpose

The purpose of this policy is to establish guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien. These documents are strictly honorary and do not carry any legislative or legal significance. The issuance of ceremonial documents, proclamations and supporting resolutions recognize and celebrate significant achievements, milestones, and events within the City of Darien.

II.Policy

It is the policy of the City Council to consider requests for ceremonial documents, proclamations, and supporting resolutions only when:

- 1. such issuance positively and directly impacts the Darien community, pertain to a Darien event, person, organization, or cause with local implications
- 2. such issuance proclaims certain events or causes when such proclamations pertain to a Darienevent, person, organization, or cause with direct local implications at determined by the city.
 - a. Examples of acceptable recognition include, but is not limited to:

- Matters of public awareness about an issue for a community organization.
- Arts, cultural or historical occasions.
- A commemoration of a specific accomplishment, time, period, or event that impactsDarien residents.
- Recognizing the diverse cultures in Darien
- Recognition of action/service above and beyond the call of duty
- Recognition of extraordinary action or achievement.

b. Examples of unacceptable recognition include, but is not limited to:

- Events or organizations with no direct relationship to or location within the corporatelimits of the City of Darien
- Campaigns for events contrary to Darien's policy or the wellbeing of its businesses or residents
- Political, religious or foreign issues not within the immediate responsibility or sphere of influence of the City as determined by the City.
- Anything that may suggest an official city position on a matter under consideration by thecity

All requests for a ceremonial document, proclamation, or a supporting resolution shall be submitted to the Mayor.

Approved by Resolution No. R-57-24 on June 3, 2024