

**AGENDA**  
**Municipal Services Committee**  
**October 24, 2022**  
**6:00 p.m. – Council Chambers**

**1. Call To Order & Roll Call**

**2. Establishment of Quorum**

**3. New Business**

- a. **PZC2022-03 Art Cano (8431 Wilmette Avenue)** - Petitioner seeks approval of an amendment to a Special Use and Variation requests from Sections 5A-7-3-5(D) and 5A-7-3-8(B) of the Zoning Ordinance.
- b. **PZC2022-04 Comprehensive Plan Amendment** - The petition (city-initiated) proposes revisions to the Key Development Areas and Non-Key Development Areas that are designated in the 2006 Comprehensive Plan.
- c. **Resolution** – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2023 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$36,350.00.
- d. **Resolution** – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2023 Street Maintenance Program, in an amount not to exceed \$16,200.00.
- e. **Resolution** - Accepting a proposal from Consulting Engineering, Inc. for the 2022 Water Leak Survey, in amount not to exceed \$12,916.80.
- f. **Resolution** - Approving an extension of a proposal from JC Landscaping & Tree Services, Inc. at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2023 through April 30, 2024.
- g. **Resolution** – Approving an extension of a proposal from JC Landscaping & Tree Service for the placement of topsoil and for the purchase and placement of sod.
- h. **Resolution** – Approving an extension of a proposal from Shreve Services, Inc. for the purchase of topsoil.
- i. **Resolution** – Approving an extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and pick up of stone for Public Works projects for a period of May 1, 2023 through April 30, 2024.
- j. **Resolution** - Approving an extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2023 through April 30, 2024.
- k. **Resolution** - Authorizing the purchase of 125 banners from Bannerville in an amount not to exceed \$10,625.00.
- l. **Resolution** - Authorizing the purchase of Biomelt AG 64, the organic deicing accelerator product, from SNI Solutions, in an amount not to exceed \$11,205 (4,500 gallons x \$2.49/gallon).

- m. **Resolution** – Authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems, Ltd., in an amount not to exceed \$62,000.
- n. **Resolution** – Authorizing the Mayor to accept a proposal from E J Equipment, Inc., for the purchase of two (2) new Trackless Tractor MT7 for Safety Sidewalk Snow Clearing Operations in an amount not to exceed \$372,950.
- o. **Resolution** - Authorizing the Mayor to accept a proposal from Industrial Systems Ltd., for the purchase of de-icing storage tanks and components in an amount not to exceed \$39,415.
- p. Minutes – **September 26, 2022** Municipal Services Committee

**4. Director's Report**

**5. Next Scheduled Meeting – November 28, 2022**

**6. Adjournment**

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**OCTOBER 24, 2022**

**CASE**

PZC2022-03

Special Use Amendment & Variations  
 Art Cano – 8431 Wilmette Avenue

**ISSUE STATEMENT**

Petitioner (Art Cano) seeks approval for an amendment to a special use and variation requests from Sections 5A-7-3-5(D) and 5A-7-3-8(B) of the Zoning Ordinance. The petition specifically requests to allow for the interior remodeling and addition of three (3) studio/efficiency apartments inside an existing apartment building. Property is located within the R-3 Multi-Family Residence District and the variation requests are from the following standards in the City of Darien Zoning Ordinance:

- Section 5A-7-3-5(D): R-3 District Land Area per Dwelling Unit Standards.
- Section 5A-7-3-8(B): R-3 District Minimum Floor Area Standards.

Applicable Regulations:

Ordinance No. O-3-12 – Special Use & Variation  
 Zoning Section 5A-7-3, R-3 District Standards

**GENERAL INFORMATION**

Petitioner/Owner:

Art Cano

Property Location:

8431 Wilmette Avenue

PIN Number:

09-34-301-022

Existing Zoning:

Multi-Family Residence District (R-3)

Existing Land Use:

Multi-Family Dwelling (i.e. Apartments)

Comprehensive Plan:

Office (Existing); Office (Future)

Surrounding Zoning &amp; Uses

North:

Multi-Family Residence District (R-3); Townhomes

East:

Multi-Family Residence District (R-3); Townhomes  
Grove)

South:

Multi-Family Residence District (R-3); Daycare Center

West:

Office Research and Light Industry (OR&I); Office and  
Light Industry

History:

The property was annexed into the City of Darien in 2012 per Ordinance No. O-03-12. This ordinance also approved the property and structure as a 5-unit multi-family dwelling.

Size of Property:

0.41 Acres

Floodplain:

According to the DuPage County Parcel Viewer System, the property is partially located within a regulated floodplain area.

Natural Features:

N/A

Transportation:

The petition site gains access from Wilmette Avenue, just north of the Wilmette Avenue and Frontage Road intersection.

**PETITIONER DOCUMENTS (ATTACHED TO MEMO)**

- 1) APPLICATION
- 2) JUSTIFICATION NARRATIVE
- 3) SITE PLAN
- 4) FLOOR PLANS & FLOOR AREAS
- 5) BUILDING ELEVATION
- 6) EGRESS/SLIDER WINDOW SUPPLEMENTALS
- 7) SUPPLEMENTAL STATEMENT & ALTERNATE FLOOR PLANS

**CITY STAFF DOCUMENTS (ATTACHED TO MEMO)**

- 8) LOCATION MAP & AERIAL IMAGE
- 9) SITE PHOTO
- 10) PZC MINUTES (07/06/2022 & 09/07/2022 MEETINGS)

**PLANNING OVERVIEW/DISCUSSION**

The subject property is located off Wilmette Avenue just north of the Wilmette Avenue and Frontage Road intersection. The City annexed the property in 2012 and granted special use approval for multi-family use within the site’s lone structure. The approval authorized five (5) dwelling units.

At this time, the petitioner has proposed a remodel to the building’s lower level storage area into three (3) additional studio/efficiency apartments. The three (3) additional units would result in eight (8) units total throughout the building’s three floors, and the increase in dwelling units requires an amendment to the existing special use for the site. Please see proposed breakdown below:

<u>Type of Unit</u>	<u>Number of Units</u>
2-Bedroom	1
1-Bedroom	4
Studio/Efficiency	3
Total Units	8

In addition to the special use amendment, the proposal includes variation requests. Per the applicable R-3 District standards, the project does not meet the *Minimum Land Area per Dwelling Unit* provision or the *Minimum Floor Area* provision for the studio/efficiency apartments. The zoning code requires a minimum of 31,000 square feet in land area for the site given the type and number of units proposed. The property is 17,706 square feet according to the plat of survey. The code also specifies studio/efficiency units shall contain a minimum of 750 square feet in floor area. The proposed units are slightly over 500 square feet each according to submitted documentation (see floor area attachments for details). For reference, the City’s definition of *Floor Area* is as follows:

*FLOOR AREA: The sum of the gross horizontal areas of the several floors of a building or structure measured from the exterior faces of the exterior walls or from the centerline of walls separating two (2) buildings or structures, computed as the sum of the following areas:*

- *Floor space devoted to the principal use of the premises, including accessory storage areas located within selling or working space such as counters, racks or closets;*
- *Floor area devoted to the production or processing of goods or to business or professional offices;*

- *The basement floor area;*
- *Any basement floor area devoted to retailing activities;*
- *Elevator shafts and stairwells at each floor;*
- *Floor space used for mechanical equipment (except equipment, open or enclosed, located on the roof);*
- *Penthouses;*
- *Attic space having headroom of seven feet (7') or more;*
- *Interior balconies and mezzanines;*
- *Enclosed porches;*
- *Space devoted to accessory uses; and*
- *Areas used for storage.*

No exterior improvements are proposed with this petition. Existing conditions, such as building setbacks, parking setbacks, and lot coverage will not be altered and are allowed to remain. Note that the site contains the required number of parking spaces for the proposed number of units. The code specifies a ratio of 2 spaces per dwelling unit are required. The site contains 16 parking spaces. Finally, the petitioner will be required to submit a building permit if the case is approved, with architect stamped and signed plans. The plans must comply with the International Building Code.

#### ***Site Plan Review & Findings of Fact***

City staff has reviewed the petitioner submitted documents and staff does not have any review comments. The project meets all applicable zoning standards outside of the requested variations.

The petitioner submitted *Findings of Fact* that would support the application request. Those findings are attached to this memo under the Justification Narrative. Included below is the criteria for approving a special use and the criteria for variations.

#### **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:

1. *Whether the general character of the property will be adversely altered.*
2. *Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties.*
3. *Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.*
4. *Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.*
5. *Whether the proposed variation will adversely alter the essential character of the neighborhood.*

**PZC MEETINGS – 07/06/2022 & 09/07/2022**

The Planning and Zoning Commission heard this petition at its meeting on July 6, 2022. The case received an unfavorable recommendation by a vote of 6-1. After the meeting, the petitioner informed the City that the floor area calculations presented by the petitioner undercut the total (i.e. gross) floor area of the proposed units. The petitioner stated the square footage amounts (400 square feet) were calculated based off livable floor area instead of total floor area. Note that applicable city code standards pertain to total floor area pursuant to definition previously listed.

The petitioner submitted revised documents showing correct square footage amounts and the Planning and Zoning Commission heard the case again on September 7, 2022. Based on the revised documents and conversation at the meeting, the case received an unfavorable recommendation by a vote of 7-0. Please note the minutes from both Planning and Zoning Commission meetings are attached to this memo.

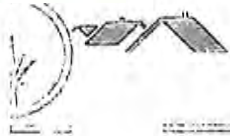
**ALTERNATE CONSIDERATION**

As recommended/directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda for formal consideration.

MEMO



# ZONING APPLICATION

**CITY OF DARIEN**  
1702 Plainfield Road, Darien, IL 60561  
630-852-5000

### CONTACT INFORMATION

ARTHUR A. CANO  
Applicant's Name  
8431 WILMETTE AVE, DARIEN, IL 60561  
Address, City, State, Zip Code  
630-747-6070  
Telephone  
ARTCANO@AMERITECH.NET  
Email

ARTHUR A. CANO  
Owner's Name  
SAME  
Address, City, State, Zip Code  
SAME  
Telephone  
SAME  
Email

RECEIVED  
MAY 23 2022  
Community Development  
City of Darien

### PROPERTY INFORMATION

8431 WILMETTE AVE  
Property address  
R-3  
Zoning District

09-34-301-022  
PIN Number(s)  
RESIDENTIAL (MULTI-FAMILY)  
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

### REQUEST

Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

**To convert from 5 apartment units to 8 apartment units. 3 studio apartments to be constructed in the lower level basement. No exterior structures to the building and no changes to the property.**

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that ARTHUR A CANO is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this 20<sup>th</sup> day of MAY 2022

Rajini Ramchandani  
Notary Public

For office use only	
Date Received:	05/23/2022
Case Number:	PZC2022-03
Fee Paid:	\$820.00
Hearing Date:	07/06/2022



MEMO

## JUSTIFICATION NARRATIVE

**Subject: Apartment Building**

**8431 Wilmette Ave**

The main scope of my petition is to convert the lower level basement space of the subject building to three 500 sq ft deluxe studio apartments, thereby increasing the number of units from 5 to 8 units.

Presently, this 8 ft high ceiling basement consists of 5 storage rooms. This space was improved several years ago inasmuch as it served as training and class rooms facilities for several commercial tenants.

The proposed improvements for this conversion project will be confined to within the perimeter of the interior walls and definitely NO exterior structures whatsoever will be constructed.

The subject building was built in 1974 and annexed to Darien in 2012, consists of a 2 story brick apartment building made up of 5 units, (2 apartments on the 1<sup>st</sup> floor and 3 apartments on the 2<sup>nd</sup> floor). In total: 1- 2 bedroom apartment and 4 – 1 bedroom apartments.

The conversion of the basement level to three 500 sf deluxe studio apartments is considered the better economical choice for this type of space. The purposed rental income of \$950/mo will basically increase the value of the subject property and likewise improve the net operating income. The added revenue will help defray the continuing increases of property taxes, utilities and operating expenses. Otherwise, a negative income return if used as only storage or left vacant.


For the past 47 years, the subject 2 story apartment building and use has not imposed a negative impact, diminished property values, been detrimental to public welfare, increase traffic hazards or otherwise injurious to the surrounding neighborhood. Likewise, the 3 studio apartments located out of sight in the lower level will not cause substantial difficulty, undue hardship, unreasonable burden or loss of value to the neighboring properties. The community will not be declared undesirable because of three studio apartments situated in the remote part of the city.

Darien is considered a high rent area with a limited amount of affordable studio apartments. These studio apartments will not be catered to section 8 tenants but more so to young professionals like the seasonal student-employees at nearby Argonne Laboratory. I continue to receive rental inquires from incoming interns employed at Argonne. Very likely, these affordable studios will help the young worker to move out of the parent's house and seek independent living.

Accordingly, this conversion, of granting the variations as requested together with the approval of 3 units from 5 to 8 units, will substantially maintain the same compatibility and remain in harmony with the general purpose and intent of the City of Darien Zoning and Land Use objectives.

Your approval will be appreciated.

Arthur A. Cano, petitioner



7/21/22



Associated Surveying Group, LLC

Illinois Prof. Design Firm No. 184-004973
P.O. Box 810 Bolingbrook, IL 60440
PH: 630-759-0205 FAX: 630-759-9291

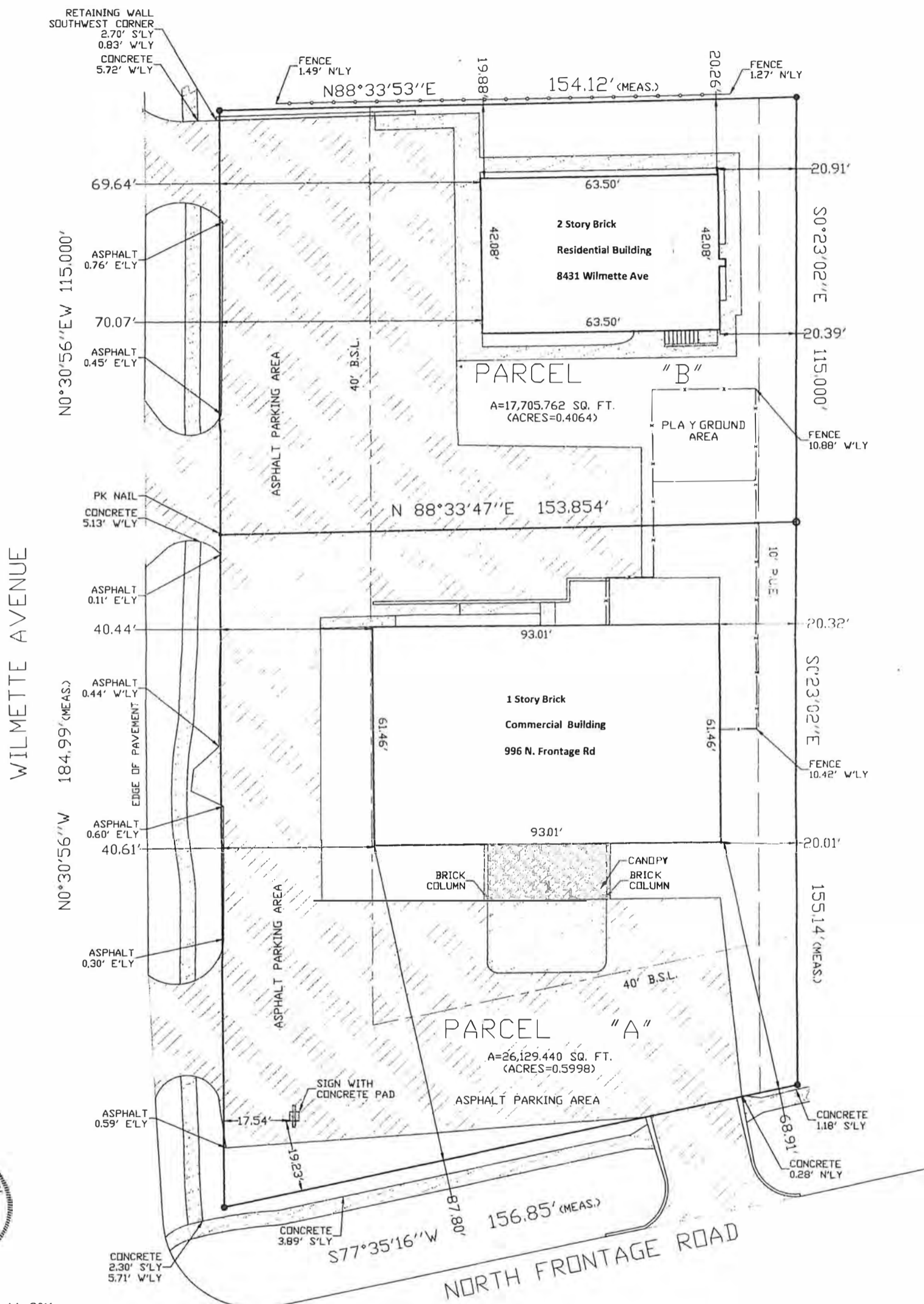
PLAT OF SURVEY

PARCEL A: LOT 1, EXCEPT THE NORTH 115 FEET, OF KLEJCH'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1958 AS DOCUMENT NO. 901297 IN DUPAGE COUNTY, ILLINOIS

ALSO KNOWN AS 17 W. 630 N. FRONTAGE RD., DARIEN, ILLINOIS

PARCEL B: THE NORTH 115 FEET OF LOT 1 OF KLEJCH'S SUBDIVISION IN THE SOUTHWEST 1/4 OF SECTION 34, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 5, 1958 AS DOCUMENT NO. 901297 IN DUPAGE COUNTY, ILLINOIS

ALSO KNOWN AS 9 S 531 WILMETTE AVE., DARIEN, ILLINOIS



WILMETTE AVENUE

NORTH FRONTAGE ROAD



REVISED: NOVEMBER 14, 2011

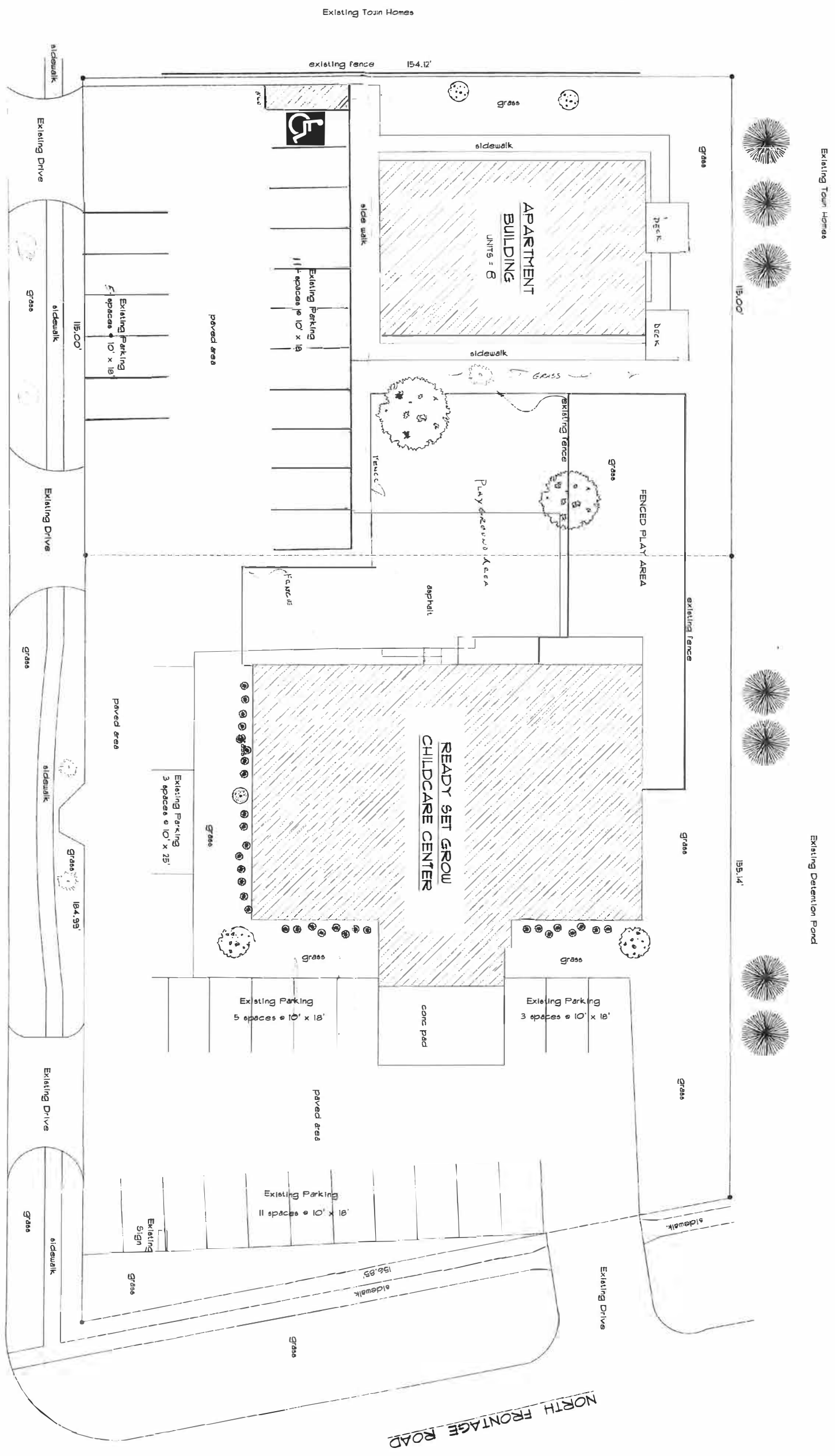
State of Illinois }
County of Will }
Michael G. Herwy, an Illinois Professional Land Surveyor, do hereby certify that "This professional service conforms to the current Illinois minimum standards for a boundary survey", and that the Plat hereon drawn is a correct representation of said survey.

dated, this 28TH day of OCTOBER, A.D., 2011, at Bolingbrook, IL. FIELDWORK DATE: OCTOBER 26, 2011

Michael G. Herwy
Illinois Professional Land Surveyor No. 35-002900
license Expires: November 30, 2012
CLIENT: CAND & ASSOCIATES
JOB NO.: 71242-11

LEGEND table with symbols for ASPHALT, WALL, WOOD/PVC, IRON PIPE, REMAINING, PK NAILS AS NOTCH, CHAIN LINK FENCE, WOOD FENCE, ALL OTHER FENCE TYPES, BRICK, CONCRETE, ENCLOSED COVERED, and ABBREVIATIONS for A, R, CH, (t), (m), B.S.L., P.U.E., and P.U.D.E.

NOTE: COMPARE THE LEGAL DESCRIPTION ON THIS PLAT WITH YOUR DEED, ABSTRACT, OR CERTIFICATE OF TITLE. ALSO, COMPARE ALL FIELD MEASURED LOT CORNERS & BUILDING TIES WITH THIS PLAT BEFORE CONSTRUCTION AND REPORT ANY DIFFERENCE AT ONCE.



**PARKING DATA**  
 Spaces Required: 15  
 Spaces Provided: 15

**SITE PLAN**

**PARKING PLAN & LANDSCAPE PLAN**  
 (As Existing)

**PARKING DATA**  
 10 Spaces Required  
 21 Spaces Provided



**WILMETTE AVENUE**

**NORTH FRONTAGE ROAD**

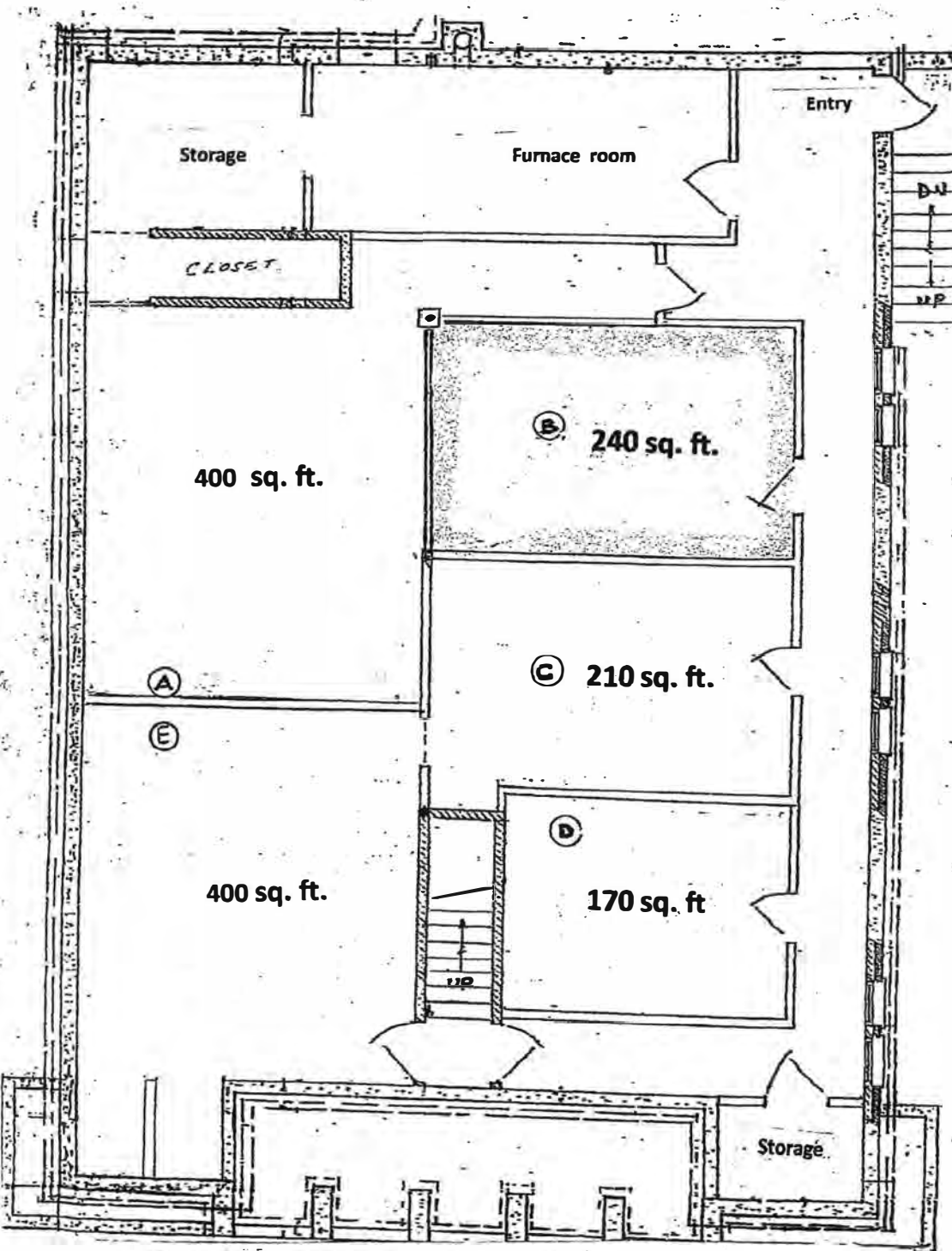
**SITE PLAN**  
 NORTH FRONTAGE ROAD AND WILMETTE AVE  
 DuPAGE COUNTY - DARIEN, ILLINOIS

SCALE: as noted  
 DRAWN BY: DBK  
 DATE: 11-3-11

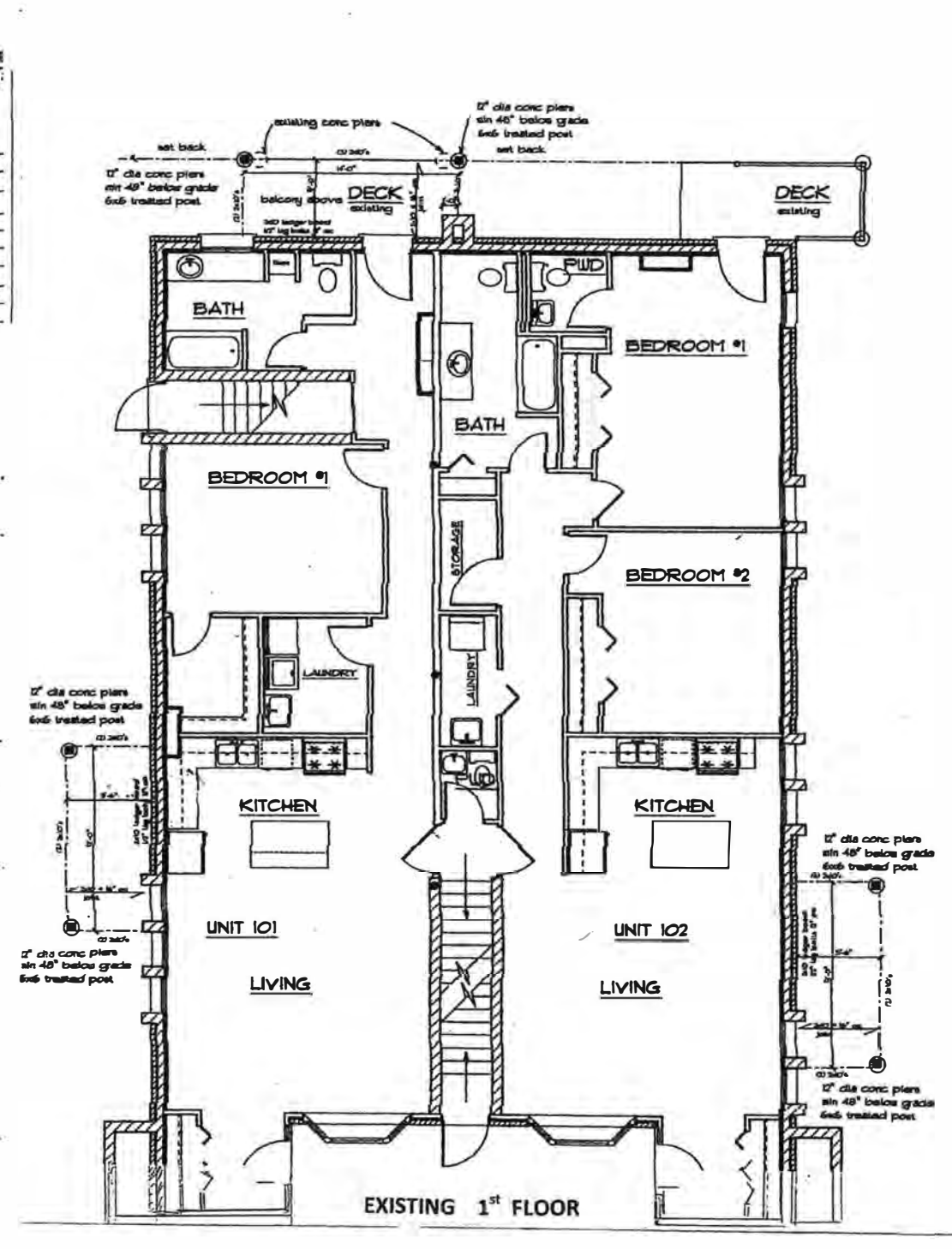
**DBK and Associates**  
 La Grange Highlands  
 708-579-1726

FILE NO: 11-1721  
 REVISED: 5/10/12

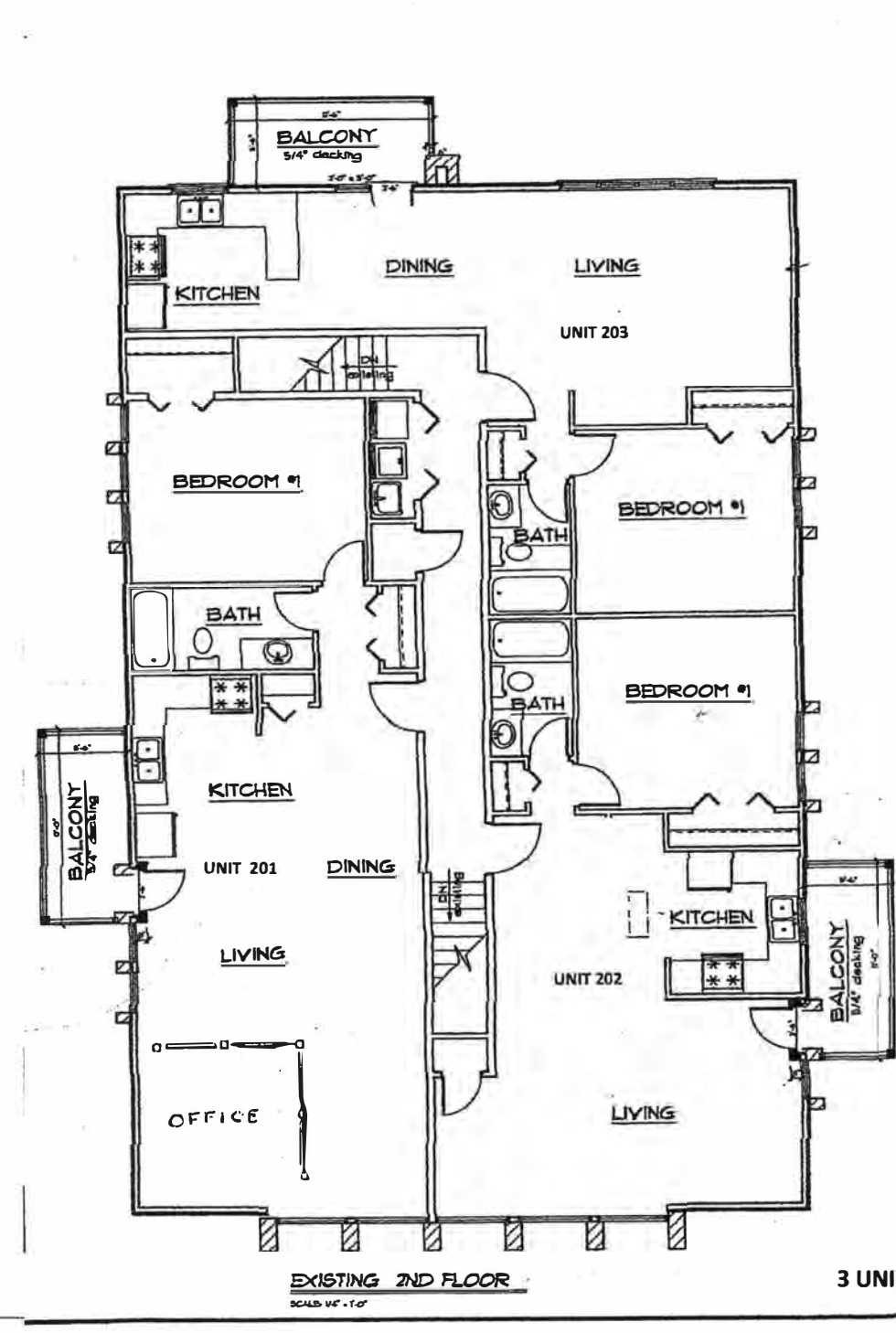
SHEET NO.  
**SP-1**



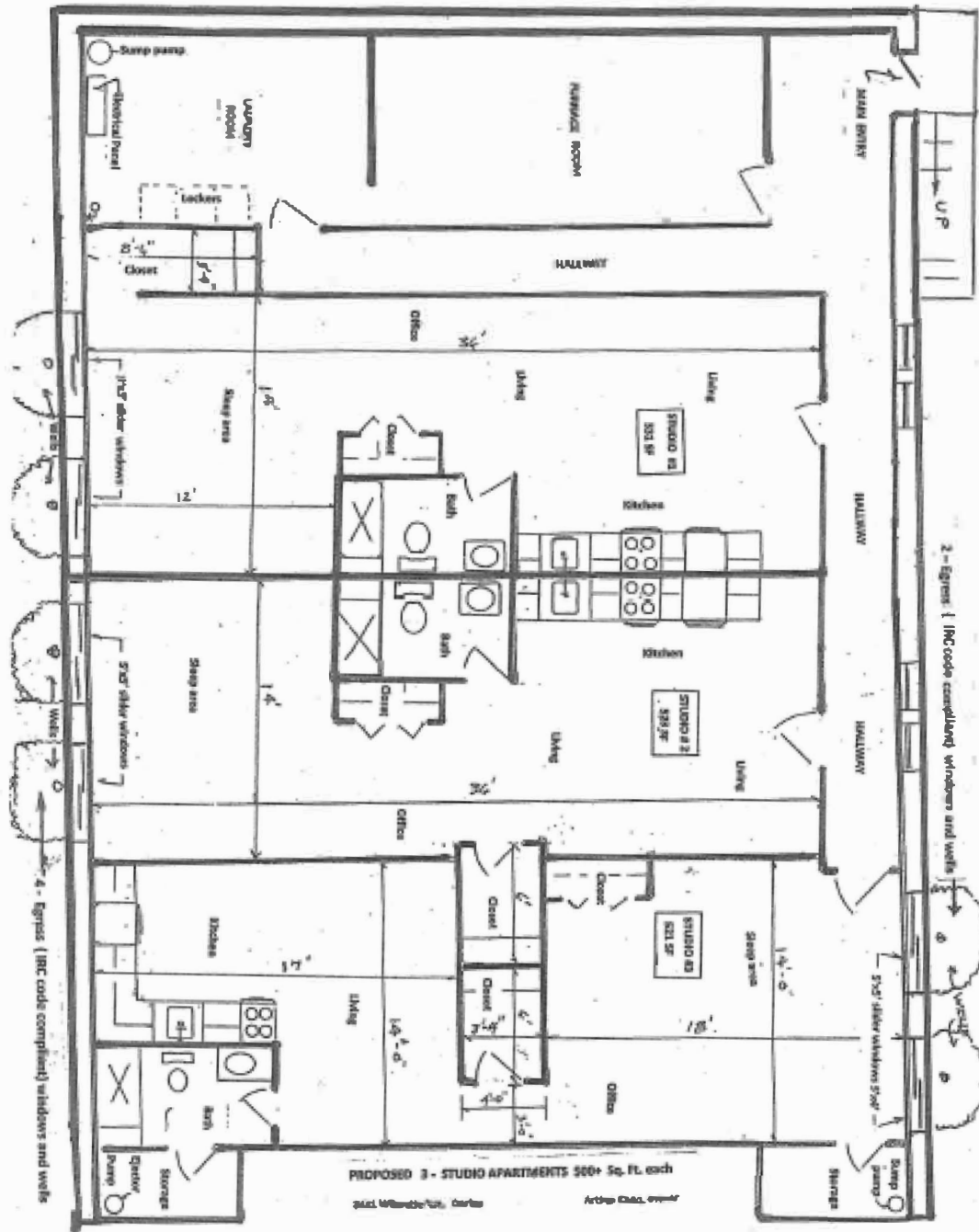
LOWER LEVEL 8431 Wilmette Ave Darien STORAGE ROOMS



2 UNITS

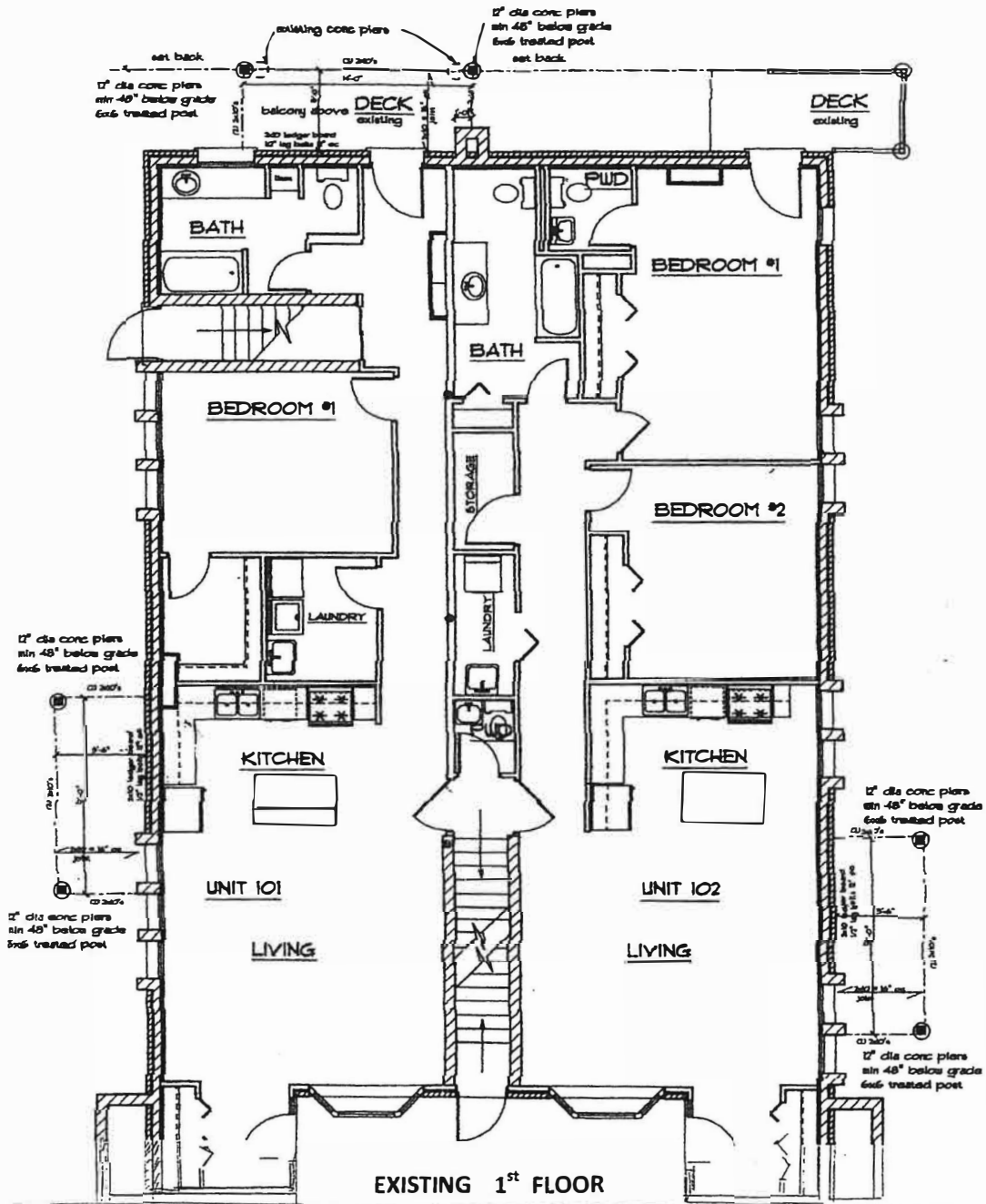


AS EXISTING

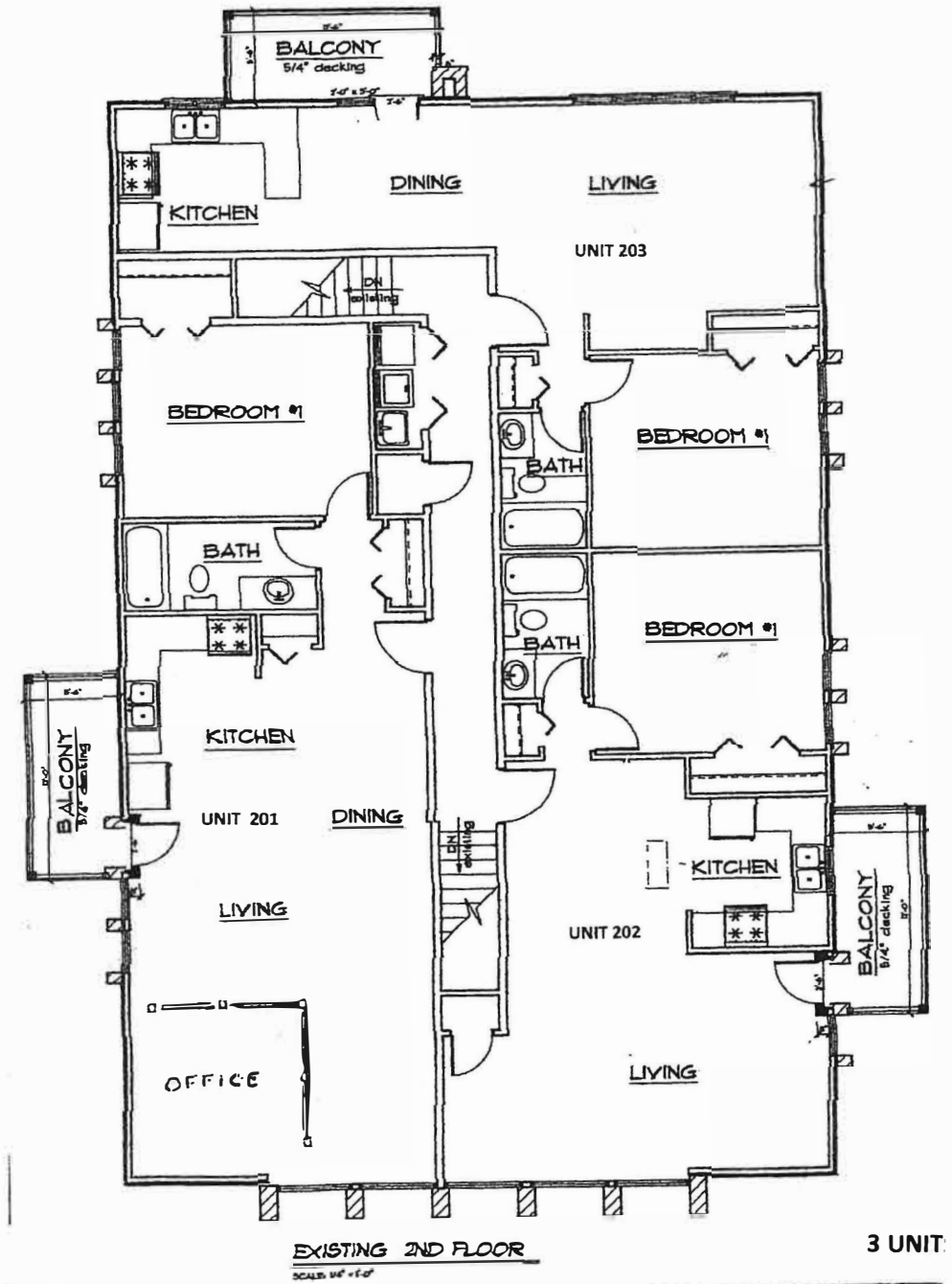


PROPOSED 3 STUDIO APARTMENTS - 400 SQ. FT. each

DARIEN, IL

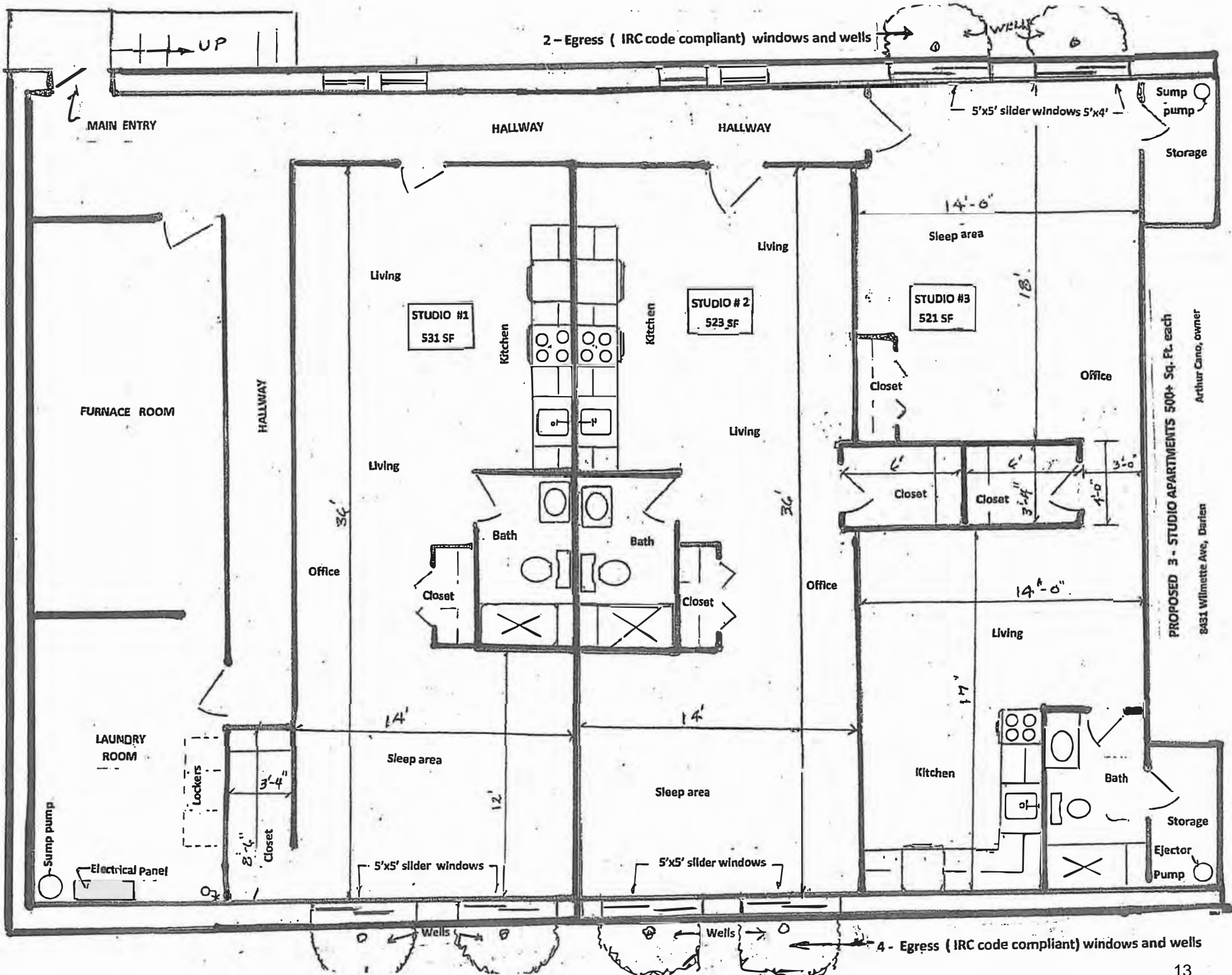


2 UNITS



3 UNIT

# PROPOSED AND EXISTING



2 - Egress ( IRC code compliant) windows and wells



MAIN ENTRY

HALLWAY

HALLWAY

5'x5' slider windows 5'x4'

Sump pump

Storage

STUDIO #1  
531 SF

STUDIO #2  
523 SF

STUDIO #3  
521 SF

FURNACE ROOM

HALLWAY

Living

Living

Sleep area

Kitchen

Kitchen

Office

Living

Living

Closet

Closet

Closet

Bath

Bath

Office

Closet

Closet

Office

Living

LAUNDRY ROOM

Lockers

14'

14'

Sleep area

Sleep area

Kitchen

Bath

Storage

Ejector Pump

Sump pump

Electrical Panel

3'-4" Closet

5'x5' slider windows

5'x5' slider windows

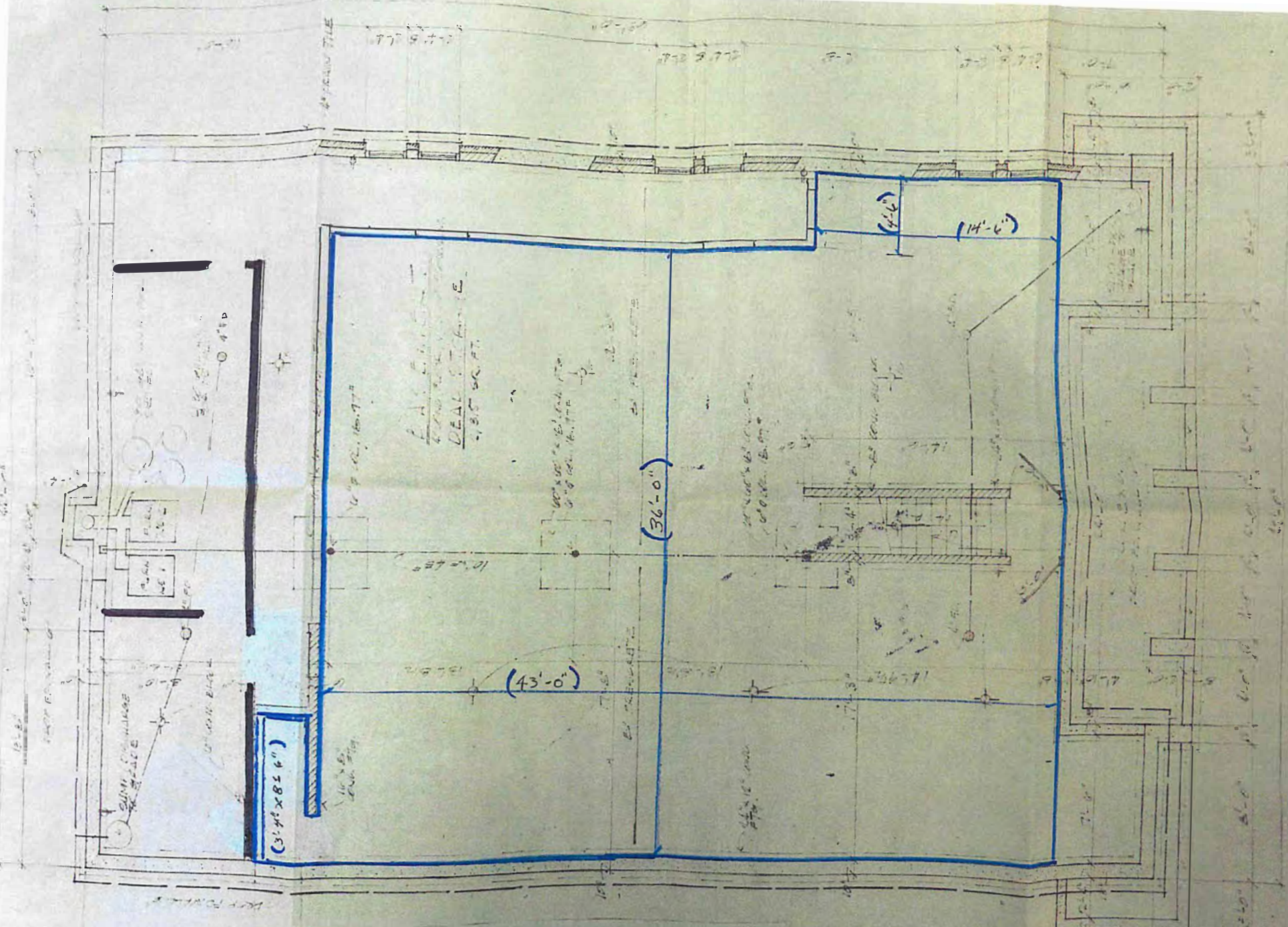
8'-4" Closet

Wells

Wells

4 - Egress ( IRC code compliant) windows and wells

PROPOSED 3 - STUDIO APARTMENTS 500+ Sq. Ft. each  
Arthur Cano, owner  
8431 Wilmette Ave, Darien



→ EXISTING BASEMENT AREA 8431 Wilmette Ave. - Darien, IL

FOUNDATION PLAN Scale: 1/8" = 1'-0"

## RECAP of entire gross area

**FLOOR PLANS** The square footage size of each apartment.(with dimensions)

**Studio #1. Gross area** 36 ft x 14 ft = 504 sq. ft.

Extra closet 3' – 4" x 8'-6" = 27.625 sq ft.

Total. ....531.6 sq.ft

**Studio #2. Gross area** 36 ft x 14 ft = 504 sq ft.

Extra closet 3' -4" x 6' -0" = 19.5 sq ft.

Total .....523.5 sq ft.

**Studio #3. Gross area** 14 ft x 17 ft =238 sq ft

“ 14 ft x 18 ft = 252 sq ft.

Hall 3' x 4' = 12 sq ft

Extra closet 3' x 4" x 6'-0" = 19.5sq ft

Total.....521.5 sq ft

**GRAND TOTAL.....1,576 sq.ft. required**

**FOUNDATION PLAN:** Gross area of original foundation floor plan as marked.

Gross Larger area.....43 ft x 36 ft = 1548 sq ft.

Gross Small area .....4.5' x 4.5' = 65.25 sq ft

Closet area..... 3'- 4" x 8'-6" = 27.625 sq. ft.

Total..... 1,641 sq. ft.

**GRAND TOTAL.....1,641 sq.ft. available**

**\*\*1641 – 1567 =74 sq ft**

**CONCLUSION:** There is sufficient Existing square footage to accommodate 3 – 500 sq ft. units.

**\*\*The difference of 74 sq ft accounts for thickness of partitions and use of round numbers. 15**

**FOUNDATION PLAN: Gross area of original foundation floor plan as marked.**

**Gross Larger area.....43 ft x 36 ft = 1548 sq ft.**

**Gross Small area .....4.5' x 4.5' = 65.25 sq ft**

**Closet area..... 3'- 4" x 8'-6" = 27.625 sq. ft.**

**Total..... 1,641 sq. ft.**

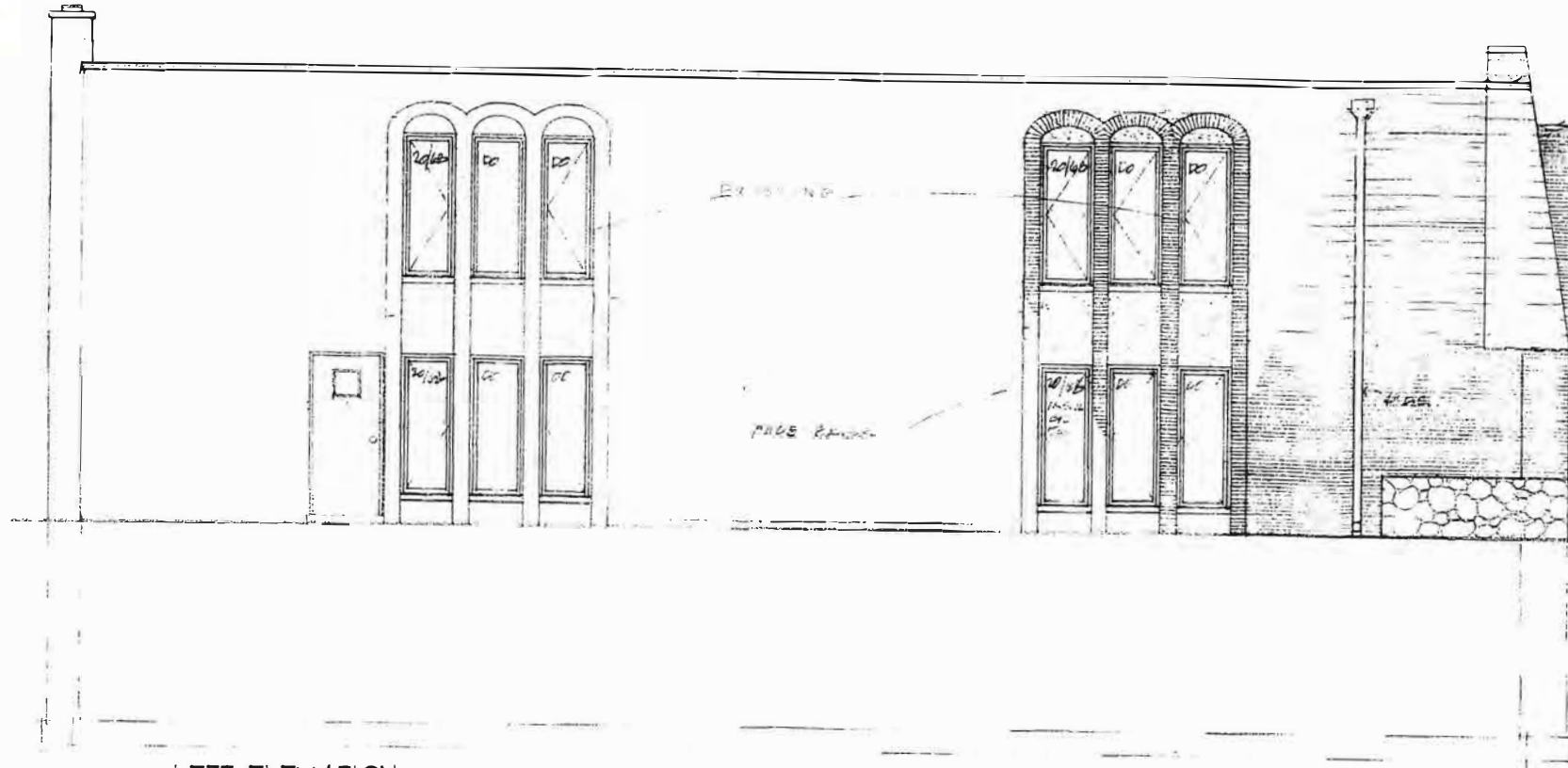
**GRAND TOTAL.....1,641 sq.ft. available**

**\*\*1641 – 1567 =74 sq ft**

**CONCLUSION: There is sufficient Existing square footage to accommodate 3 – 500 sq ft. units.**

**\*\*The difference of 74 sq ft accounts for thickness of partitions and use of round numbers.**





LEFT ELEVATION  
SCALE 1/4" = 1'-0"



FRONT ELEVATION  
SCALE 1/4" = 1'-0"

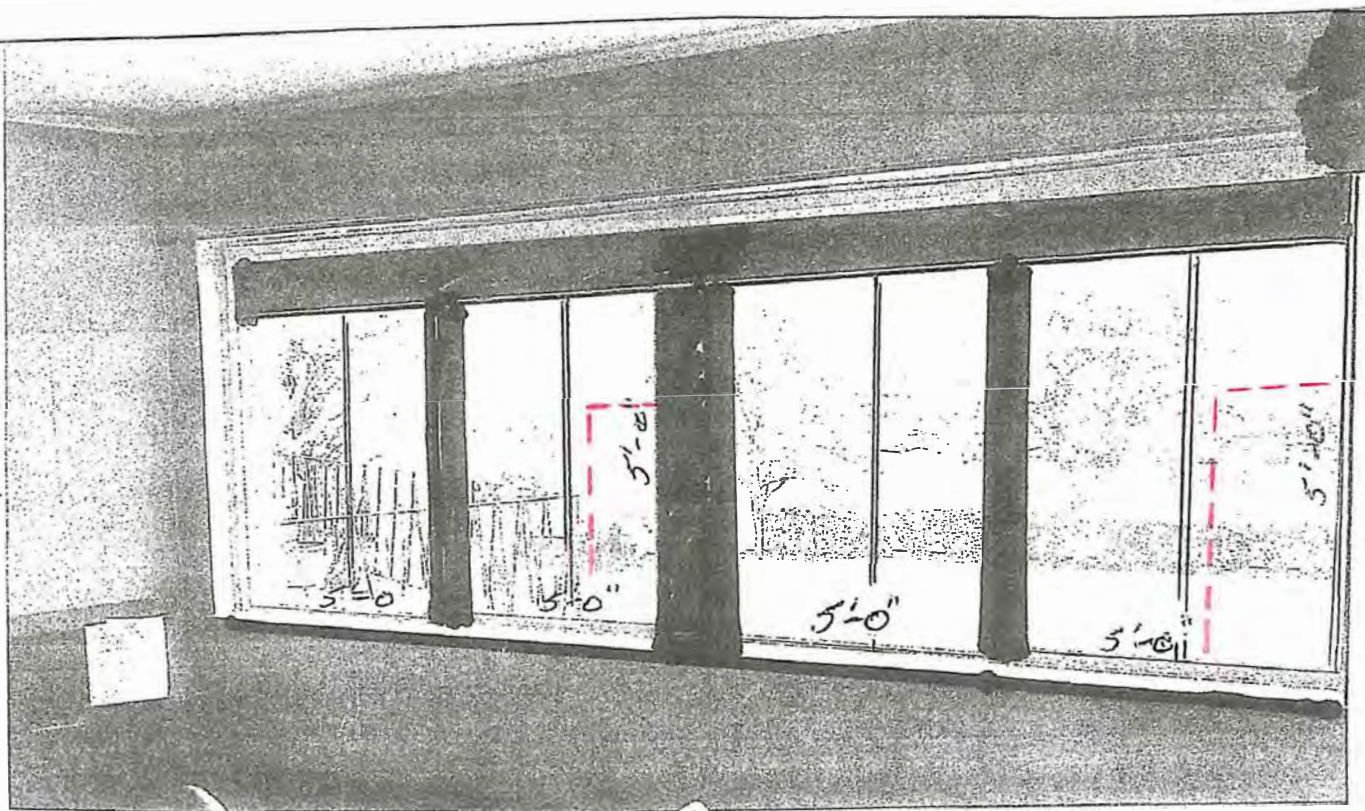


REAR ELEVATION  
SCALE 1/4" = 1'-0"



RIGHT ELEVATION  
SCALE 1/4" = 1'-0"

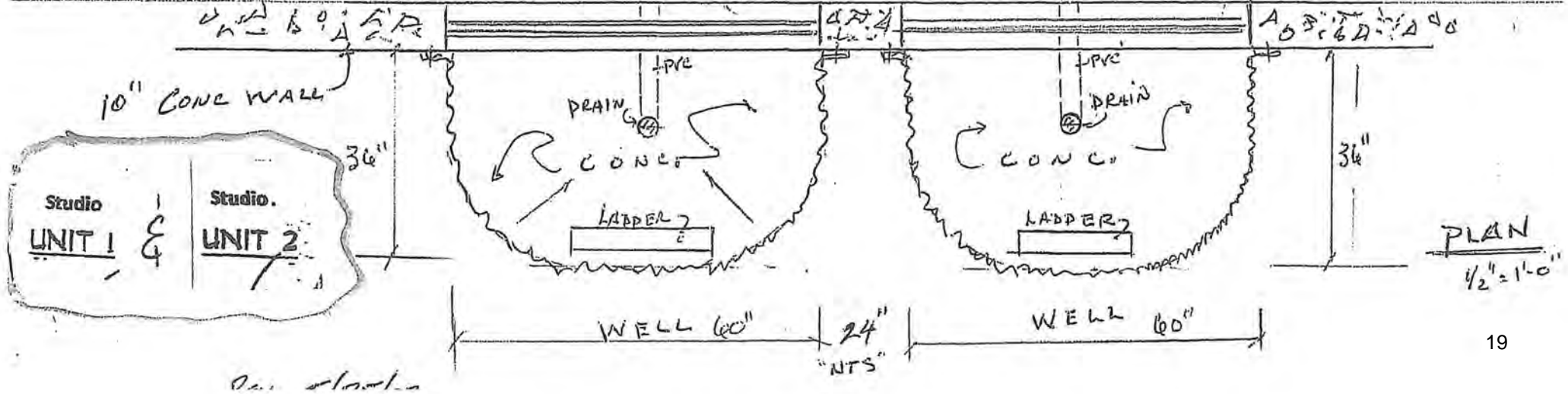
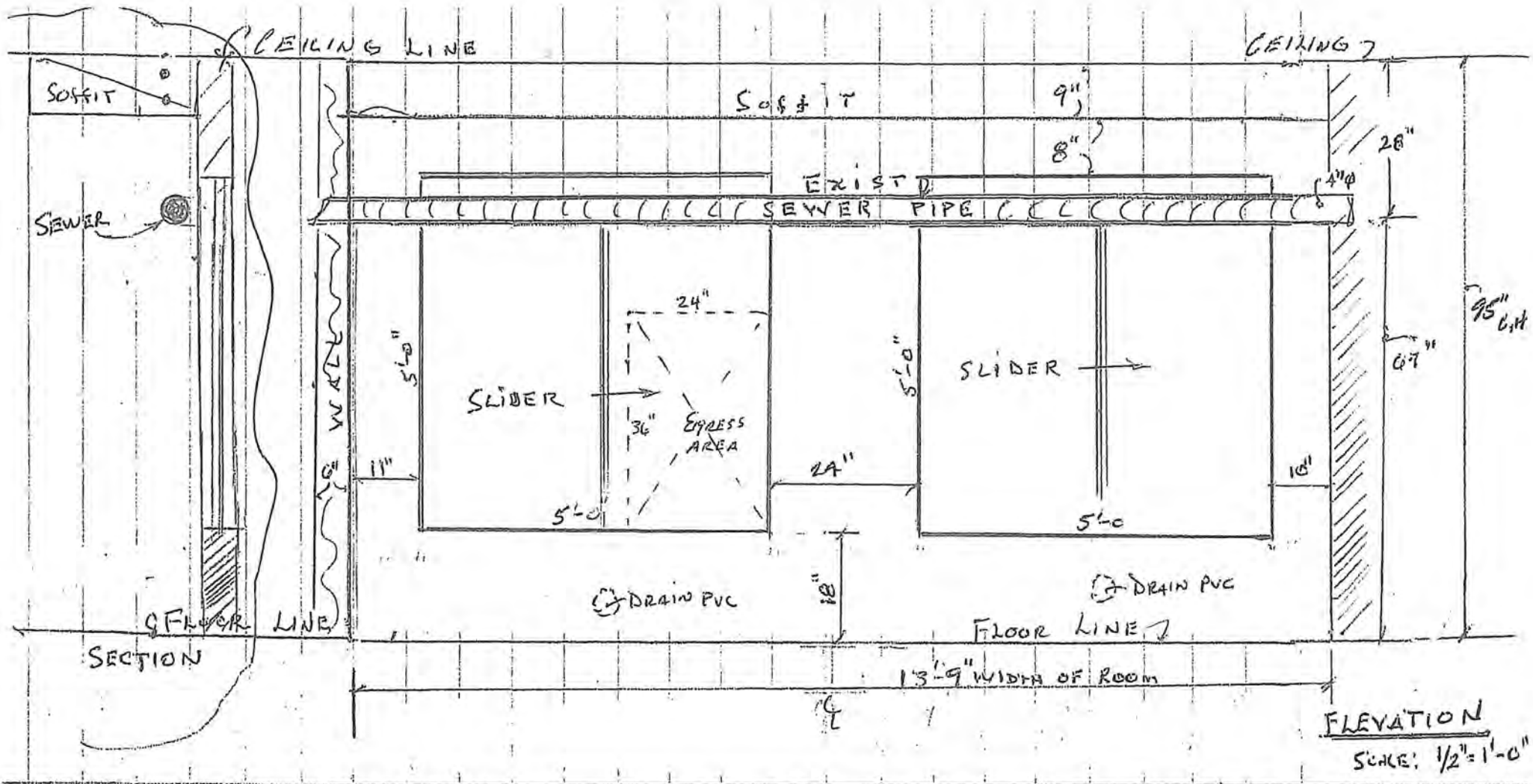
ELEVATIONS

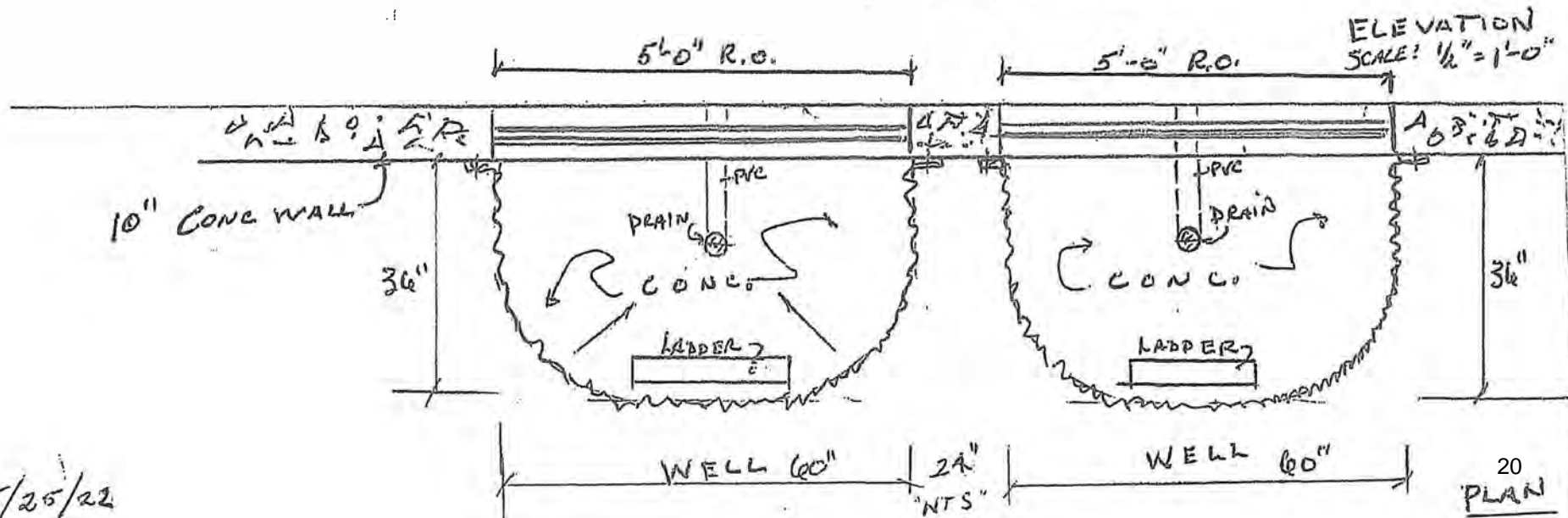
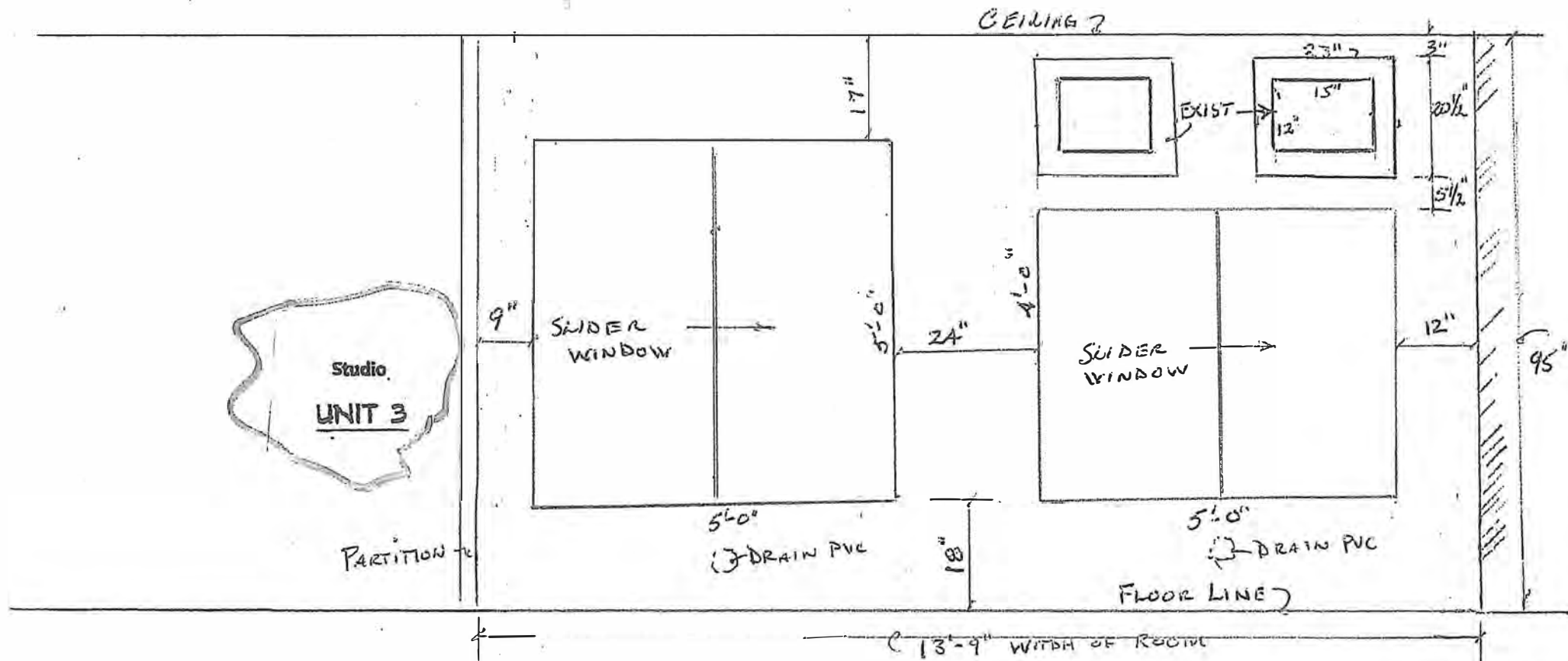


**STUDIO #2**

**STUDIO #1**

**TYPICAL PHOTO IMAGE SLIDER WINDOWS**





REV 5/25/22



(844) 463-4737  
(844) GO-EGRESS  
Contact Us

HOME ABOUT US MEASURING FAQ GALLERY TESTIMONIALS INSTALLERS BLOG Item # or Keywords

### Shop By Product

- Complete Egress Kits
- In-Swing Egress Kits
- Well & Cover Combo Window Wells
- Egress Windows
- Well Covers & Grates
- Basement Windows
- Accessories
- Non-Egress Window Wells

### It's the Law - Egress Window Requirements

The IRC 2021 or International Residential Code pertains to all single and two family homes.

The intent of the code is to keep you and your loved one safe by requiring a means of egress in basement level living spaces. The reason for needing a means of egress are twofold; to allow for an exit in case of an emergency, and to provide access for a firefighter to gain entrance. You will find that each product on this site clearly states whether it complies with the egress window requirements.

The code gets updated every three years. Check with your local building department to determine what version of this code is being enforced in your area at this time.

**Here is an overview of section R310 of the code that are applicable to Egress Windows:**

Egress windows (or doors) are required in every habitable space. Especially in any room used for sleeping purposes, it will require its own egress window. Remodeler: if you have an existing home and you add a sleeping room, or finish a separate living space in the basement, the code requires that you install an egress window to serve these spaces. Without a means of egress, these rooms can represent a dangerous fire trap if you do not have a quick and easy to operate emergency egress escape window. If you have a basement that has a bedroom, recreation room, den, family room, media room, office, or home gym. All of these rooms are required to have a means of egress.

**Basement Egress Window Requirements**

The bottom of the egress window opening can't exceed 44" from the finished floor.  
The minimum opening area of the egress window is 5.7 square feet.  
The minimum egress window opening height is 24" high.  
The minimum egress window opening is 20" wide.

The egress window must have a glass area of not less than 8% of the total floor area of room(s) for which it is servicing, to allow the minimum amount of sufficient natural light. \*

The egress window must have a opening area of not less than 4% of the total floor area of room(s) for which it is servicing, to allow the minimum amount of natural ventilation. \*

\* Multiple windows can be used to service a single area where one window does not meet these percentages of total floor area. As long as the totaled amounts from this combination of windows meet or exceed the 8% for natural light and 4% for natural ventilation.

**Egress Window Wells**

Egress window wells are required where the bottom of the egress window is below ground level.  
The egress well must not interfere with the egress window fully opening.  
The distance from the egress window to the back of the Egress well must be at least 36"  
The minimum area of the egress well must be 9 square feet. (width x projection)

**Egress Ladders and/or Steps**

Egress ladders and or steps are required on window wells deeper than 44" and must be permanently attached.  
An egress ladder or step may encroach into well up to 6".  
Steps and/or distance between rungs of the ladder can't exceed 18".  
The rungs of an egress ladder must be 12" wide or greater and must project a minimum of 3" away from the back wall, but can't exceed 6" from the back of the wall.

**Egress Well Cover and/or Well Grates**

Shall be easily opened or removed from the inside of the egress well without special tools.  
These requirements are intended to make sure an average, able bodied person, would be able to both fit through and lift themselves up, and out the window. Please keep in mind whom may be using the living space in your basement and adjust these requirements as you feel necessary. The law only dictates the minimum required by law and may not be what best suits your needs. Use your common sense when picking the egress window size and egress window well size that you feel is right for you and your family. Keep safety in mind.

See your local building inspector with questions regarding code requirements in your area. You are responsible for abiding by all applicable building codes in your area.

### Newsletter Signup

Enter email address  
Type image characters:



» Sign Up Now

#### Contact Us

(844) GO-EGRESS  
(844) 463-4737  
email us

#### Navigation

- » Terms & Conditions
- » Privacy Policy
- » Site Map

#### We Currently Accept



© Copyright 2020 Shop Egress Windows, Inc.  
All Rights Reserved  
Developed in and hosted by CommerceV3

#### Find and follow our most recent news





(844) 463-4737  
 (844) GO-EGRESS  
[Contact Us](#)



## Shop By Product

- Complete Egress Kits
- In-Swing Egress Kits
- Well & Cover Combo
- Window Wells
- Egress Windows
- Well Covers & Grates
- Basement Windows
- Accessories
- Non-Egress Window Wells

Home » Egress Windows

## Basement Egress Windows

Basement Egress Windows are large enough for the average person to use as an exit in case of an emergency, providing your family with peace of mind while satisfying home fire safety regulations and building codes. The most common basement egress window are slider windows which come in sizes of 48" - 72" wide x 48" high. With the 48" wide x 48" high being the most popular and which come in most of the Complete Egress Kits. Rising in popularity are the in-swing casement style windows for egress. These are great for when you are taking out a small, non-egress basement window. These windows are often in the 30" - 36" wide x 12" - 18" high size range. The in-swing casement windows for egress range in size from 27" - 37 1/2" wide. And heights from 36" - 61 1/2" high. Having a verity of sizes available makes it easy to match the width of your existing window opening with one of the available egress windows. The cut straight down to accommodate the larger height of the new egress window.

### Window Benefits:

- Provide an easy exit
- Meet or exceed the code requirements
- Have screens for bug protection
- Are double paned for a better insulation
- Allow natural light into your dark basement

In-Swing Casement Windows are large enough to meet the code for egress, yet swing out of the way for an unobstructed exit. Acrylic Glass Block In-Swing Windows are the perfect choice if privacy is a concern. The Slider window version is best when you want the most light and larger view area.

## Newsletter Signup

Enter email address

\* Type image characters:

Sort \$-\$\$\$\$  12 24 36 48 Per Page

[» Sign Up Now](#)

## Recently Viewed



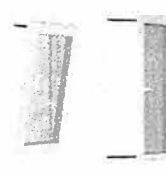
**Easy Egress Vinyl Window**  
 Price: \$615.00-\$1,180.00

[more details...](#)



**Single Hung In-Swing Escape Window**  
 Price: \$905.00-\$960.00

[more details...](#)



**European Tilt & Turn Window**  
 Price: \$905.00-\$960.00

[more details...](#)



**PVC V300 Low-E Slider Window**  
 Price: \$746.00-\$1,125.00

[more details...](#)



**Acrylic Block In-Swing Window**  
 Price: \$1,060.00-\$1,265.00

[more details...](#)



**Easy Egress Window Frame Buck - Heavy Duty**  
 Price: \$260.00-\$345.00

[more details...](#)



## Shop By Product

- Complete Egress Kits
- In-Swing Egress Kits
- Well & Cover Combo
- Window Wells
- Egress Windows
- Well Covers & Grates
- Basement Windows
- Accessories
- Non-Egress Window Wells

Home » Window Wells

## Window Wells

Window wells are required by current building codes for finished basements to provide a safe means of egress, and they are an important part of turning a basement into a livable space. They turn an otherwise dark and drab basement into a welcoming place to enjoy with your family. There is a wide variety of sizes available for the Egress Window Wells. They start with widths from 42" wide all the way up to 80" wide. The projection, the distance from the foundation out to the furthest point of the well on the inside, start at 36" and go up to 49". 36" projection is the minimum required by code. The heights of the egress window wells range from 36" high to 96" high.

### Window Wells:

- Provide an additional exit in case of a fire or other emergency
- Are a great source for natural light for basement renovations
- Improve ventilation and air circulation

Basement window wells must comply with very specific requirements in Section R310 of the International Building Code. All of the wells offered here adhere to those requirements. You will have peace of mind knowing that your family can escape from your basement quickly and safely.

Many of the wells offered are one-piece units and require no assembly. The rest are designed for easy assembly. All resist UV light, water, frost, extreme temperatures and are maintenance free. Any are ideal for both new construction and remodeling projects.

Beyond their practical function, the wells also add a little style. Both the Bilco ScapeWEL and Monarch Garden View Wells have terraced steps to provide garden planting beds for you to enjoy for years to come. With varying styles in several neutral colors, you'll be able to find a well that suits your home's décor.

## Newsletter Signup

Enter email address

Type image characters:



[» Sign Up Now](#)

Sort  12 24 36 48 Per Page



**Easy Egress Well - Stacked Stone**  
Price: \$603.00-\$1,443.00  
[more details...](#)



**Easy Egress Well - White**  
Price: \$516.00-\$1,254.00  
[more details...](#)



**StoneWall Egress Well**  
Price: \$412.00-\$912.00  
[more details...](#)



**Modular Egress Well 5600**  
Price: \$210.00  
[more details...](#)



**Elite Egress Well - Tan**  
Price: \$1,070.00-\$2,088.00  
[more details...](#)



**Elite Egress Well - Gray**  
Price: \$1,070.00-\$2,088.00  
[more details...](#)



**DuraWell Egress Well - Sandstone**  
Price: \$1,195.00-\$1,395.00  
[more details...](#)



**DuraWell Egress Well - Slate**  
Price: \$1,195.00-\$1,395.00  
[more details...](#)

## Recently Viewed

# Opening Specifications

## Signature Slider (8401)

# WEATHER SHIELD.

## WINDOWS & DOORS

Call Size	Sq. Ft. Clear Opening	Clear Opening		Sq. Ft. Daylight Opening	Sq. Ft. Vent	Floor to Bottom of Clear Opening <sup>a</sup>	Sq. Ft. Overall Unit Area <sup>b</sup>
		Width	Height				
3020	1.847	14.006	18.985	3.156	1.847	61.221	5.793
3026	2.430	14.006	24.985	4.312	2.430	55.221	7.273
3030	3.014	14.006	30.985	5.468	3.014	49.221	8.752
3036	3.597	14.006	36.985	6.624	3.597	43.221	10.231
3040	4.181	14.006	42.985	7.781	4.181	37.221	11.710
3046	4.570	14.006	46.985	8.552	4.570	33.221	12.696
3050	5.348	14.006	54.985	10.093	5.348	25.221	14.668
3056	5.932	14.006	60.985	11.249	5.932	43.221	16.148
3060	6.515	14.006	66.985	12.406	6.515	37.221	17.627
4020	2.638	20.006	18.985	4.520	2.638	61.221	7.752
4026	3.471	20.006	24.985	6.177	3.471	55.221	9.731
4030	4.305	20.006	30.985	7.833	4.305	49.221	11.710
4036	5.138	20.006	36.985	9.489	5.138	43.221	13.689
4040	5.972	20.006	42.985	11.145	5.972	37.221	15.668
4046	6.528	20.006	46.985	12.249	6.528	33.221	16.988
4050	7.639	20.006	54.985	14.458	7.639	25.221	19.627
4056	8.473	20.006	60.985	16.114	8.473	43.221	21.606
4060	9.308	20.006	66.985	17.770	9.306	37.221	23.585
5020	3.429	26.006	18.985	5.885	3.429	61.221	9.710
5026	4.512	26.006	24.985	8.041	4.512	55.221	12.189
5030	5.596	26.006	30.985	10.197	5.596	49.221	14.668
5036	6.679	26.006	36.985	12.354	6.679	43.221	17.148
5040	7.763	26.006	42.985	14.510	7.763	37.221	19.627
5046	8.485	26.006	46.985	15.947	8.485	33.221	21.280
5050	9.930	26.006	54.985	18.822	9.930	25.221	24.585
5056	11.014	26.006	60.985	20.979	11.014	43.221	27.064
5050	12.097	26.006	66.985	23.135	12.097	37.221	29.543
6020	4.220	32.006	18.985	7.250	4.220	61.221	11.668
6026	5.553	32.006	24.985	9.906	5.553	55.221	14.648
6030 <sup>c</sup>	6.887	32.006	30.985	12.562	6.887	49.221	17.627
6036	8.220	32.006	36.985	15.218	8.220	43.221	20.606
6040	9.554	32.006	42.985	17.875	9.554	37.221	23.585
6046	10.443	32.006	46.985	19.645	10.443	33.221	25.571
6050	12.221	32.006	54.985	23.187	12.221	25.221	29.543
6056	13.555	32.006	60.985	25.843	13.555	43.221	32.523
6060	14.888	32.006	66.985	28.500	14.888	37.221	35.502
7036	5.472	21.307	36.985	12.346	5.472	43.221	24.064
7040	6.360	21.307	42.985	12.346	6.360	37.221	27.543
7046	6.952	21.307	46.985	12.346	6.952	33.221	29.863
7050	8.136	21.307	54.985	12.346	8.136	25.221	34.502
7056	9.023	21.307	60.985	12.346	9.023	19.221	37.981
7060	9.911	21.307	66.985	12.346	9.911	13.221	41.460
8036	6.500	25.307	36.985	16.737	6.500	43.221	27.523
8040	7.554	25.307	42.985	16.737	7.554	37.221	31.502
8046	8.257	25.307	46.985	16.737	8.257	33.221	34.155
8050	9.663	25.307	54.985	16.737	9.663	25.221	39.460
8056	10.717	25.307	60.985	16.737	10.717	43.221	43.439
8060	11.772	25.307	66.985	16.737	11.772	37.221	47.418
7036	4.983	19.401	36.985	9.129	4.983	43.221	24.064
7040	5.791	19.401	42.985	9.129	5.791	37.221	27.543
7046	6.330	19.401	46.985	9.129	6.330	33.221	29.863
7050	7.408	19.401	54.985	9.129	7.408	25.221	34.502
7056	8.216	19.401	60.985	9.129	8.216	19.221	37.981
7060	9.025	19.401	66.985	9.129	9.025	13.221	41.460
8036	5.753	22.401	36.985	12.401	5.753	43.221	27.523
8040	6.687	22.401	42.985	12.401	6.687	37.221	31.502
8046	7.309	22.401	46.985	12.401	7.309	33.221	34.155
8050	8.554	22.401	54.985	12.401	8.554	25.221	39.460
8056	9.487	22.401	60.985	12.401	9.487	43.221	43.439
8060	10.420	22.401	66.985	12.401	10.420	37.221	47.418

Shaded sizes meet or exceed egress opening requirements per 2006 IBC (International Building Code) minimum dimensions of 20" clear opening width, 24" clear opening height, 5.7 sq. ft. clear opening and floor to bottom of clear opening not to exceed 44".

<sup>a</sup> Floor to bottom of clear opening dimensions are based on 82" header height.

All units over 66 height are based off 106" header height for floor to clear opening dimension

<sup>b</sup> Sq. Ft. Overall Unit Area is calculated on the jamb dimension.

<sup>c</sup> These windows meet or exceed emergency escape and rescue opening requirements if installed lower in the wall so the "Floor to Bottom of Clear Opening Height" does not exceed 44".

23.135 x 2 = 46.27

Triple Slider Sizes (Equal End Vent)

Triple Slider Sizes (1/4-1/2-1/4)



## Signature Series™

## Elevation Details

### Slider Windows - Double Slide (8401)

Jamb Dimension	2'-11 1/2"	3'-11 1/2"	4'-11 1/2"	5'-11 1/2"
Rough Opening	3'-0"	4'-0"	5'-0"	6'-0"
Metric R.O. (mm)	914	1219	1524	1829
Glass Size	14 7/8"	20 7/8"	26 7/8"	32 7/8"

Jamb Dimension	2'-11 1/2"	3'-11 1/2"	4'-11 1/2"	5'-11 1/2"
Rough Opening	3'-0"	4'-0"	5'-0"	6'-0"
Metric R.O. (mm)	914	1219	1524	1829
Glass Size	14 7/8"	20 7/8"	26 7/8"	32 7/8"

3020	4020	5020	6020
3026	4026	5026	6026
3030	4030	5030	6030
3036	4036	5036	6036
3040	4040	5040	6040
3046	4046	5046	6046
3050	4050	5050	6050
3056	4056	5056	6056
3060	4060	5060	6060

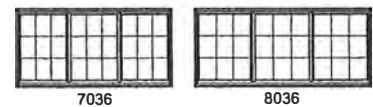
### Slider Windows - Triple Slide 1/4-1/2-1/4 (8401)

Jamb Dimension	6'-11 1/2"	7'-11 1/2"
Rough Opening	7'-0"	8'-0"
Metric R.O. (mm)	2134	2438
End Glass Size	18 31/32"	21 31/32"
Center Glass Size	37 31/32"	43 31/32"

7036	8036
7040	8040
7046	8046
7050	8050
7056	8056
7060	8060

### Optional Triple Slider 1/3-1/3-1/3 Configurations

Available for these widths, and all heights.



☐ Shaded units meet or exceed egress opening requirements per 2015 IBC (International Building Code) minimum dimensions of 20" [508mm] clear opening width, 24" [610mm] clear opening height, 5.7 sq. ft. [5295cm<sup>2</sup>] clear opening and floor to bottom of clear opening not to exceed 44" [1118mm] in height.

Verify local or state egress opening sizes with your local building inspector.

Floor to bottom of clear opening dimensions are based on 82" [2083mm] jamb height of Weather Shield French doors and center hinged French doors.

See Opening Specification chart for reference.

Re: 8431 Wilmette Ave., Darien

From: chris@midwestwaterproofing.com (chris@midwestwaterproofing.com)

To: artcano@ameritech.net

Date: Thursday, August 18, 2022, 01:25 PM CDT

Yes they will absolutely be IRC code compliant for means of egress... I'll be able to highlight all of that information in the drawings so there shouldn't be any question about that.

Thank you,

Chris Steponaitis

**Owner**

60 W. Terra Cotta Ave, Ste B #220

Crystal Lake, IL 60014

Office: 815.245.6890

Mobile: 708.341.1109

[www.midwestwaterproofing.com](http://www.midwestwaterproofing.com)

CONFIDENTIALITY WARNING: This email may contain privileged or confidential information and is for the sole use of the intended recipient(s). Any unauthorized use or disclosure of this communication is prohibited. If you believe that you have received this email in error, please notify the sender immediately and delete it from you system.

WINDOW WELLS  
MIDWEST WATER PROOFING  
CRYSTAL LAKE, IL

2x3 - Actual

Egress

5.7 SF FIRE ES

8'0" LIGHT

4'0" AIR

FW: Window requirement

From: Mary Belmonte (mbelmonte@darienil.gov)

To: artcano@ameritech.net

Date: Monday, March 22, 2021, 11:35 AM CDT

**From:** Don Morris <donmorrisarchitects@hotmail.com>

**Sent:** Monday, March 22, 2021 11:32 AM

**To:** Mary Belmonte <mbelmonte@darienil.gov>

**Subject:** Re: Window requirement

Mary,

Plans are required by a licensed Illinois Architect and the minimum egress window well shall be 36" x 36" with a window 44" max for the sill height, 24" x 20" min., and 5 s.f min. of clear opening (section 310.2.1-310.2.3)

Jason Noe

Don Morris Architects, P.C.

616 Executive Drive

Willowbrook, IL 60527

PH 630-920-8175

---

**From:** Mary Belmonte <mbelmonte@darienil.gov>

**Sent:** Monday, March 22, 2021 10:13 AM

**To:** Don Morris (donmorrisarchitects@hotmail.com) <donmorrisarchitects@hotmail.com>

**Subject:** FW: Window requirement

**From:** ARTHUR CANO <artcano@ameritech.net>

**Sent:** Friday, March 19, 2021 2:28 PM

**To:** Mary Belmonte <mbelmonte@darienil.gov>

**Subject:** Window requirement

To: Mary Belmonte: Darien Development Asst. Coordinator

From: Arthur A. Cano. Darien resident

Location: Lower level. 8431 Wilmette Ave., Darien, Il

Re: Window Size

Mary: This reference my visit to City Hall, this morning, 3/19/21, inquiring about window code requirement. As you suggested, I should sent you my inquiry which is as follows:

I am in the feasibility stage to remodel space in the lower level basement to: four open studio apartments, approx 375 sq.ft. (17x21). I propose to install a window well egress window measured at 35" x45" for each unit.

Will this size meet the window code requirement for a 375 sf open studio? This open layout will not have a partitioned off bedroom. You referred me to IRC 2015 which I believe does not refer to open area living space.

Thank you for your help. Incidentally, I sincerely apologize if my attitude appeared to incite a quarrel. I have been a Darien resident for more than 50 years and I sincerely appreciate you City Hall employees.

I await your early reply.

Arthur A. Cano, owner. 630-747-6070

## Jordan Yanke

---

**From:** Art Cano <artcano@ameritech.net>  
**Sent:** Monday, October 17, 2022 9:49 PM  
**To:** Jordan Yanke  
**Subject:** Re: MSC Meeting (10/24)  
**Attachments:** jordan4.pdf

Jordan, Here are 4 attachments per my email this date. Art Cano

On Monday, October 17, 2022 at 09:42:30 PM CDT, Art Cano <artcano@ameritech.net> wrote:

Hi again Jordan. I do not feel it necessary for an attorney to represent me at the next 10/24/22 MSC meeting. I was able to talk with two attorneys. One attorney reviewed the Darien Zoning code and stated that the code appeared very much out dated and should be revised.

My contentions are:

That the 750 sq ft requirement for Efficiency Apartments is outdated, arbitrary and very unrealistic in today's rental market. The national average is 300 to 400 sq ft. See attachment

The PZC appear to fully believe that a Studio and an Efficiency dwelling is one and the same which is Not true! The average size for a studio is 400 to 600 sq ft. See attachments.

The zoning code does not list Studios with the designated area requirement. Why?

I prepared a revised floor plan to show my proposed studios at 600 sq ft each instead of 500 sq. ft. See attached.

I also prepared a floor plan to show 2 - 760 sq ft Efficiency units as requested by the PZC. The 760 sf area would accommodate a one bedroom layout. The rental would require \$1500 per month to equal the 3 - 600 studios at \$1,000 per month. I would be competing with myself. I have 2 one bedroom units at \$1260 and \$1300. This idea is an economical and would be a bad investment.

I is very apparent that the PZC do not favor small apartments for fear small units will attract undesirable people. During the debate after the first hearing, I clearly overheard a PZC member say to the Chairman: quote. " If we allow these three small apartments it will bring in the wrong type of people" The Chairman immediately aske d me if I would consider two 750 units instead of three. I politely said No.

Thereafter, I was continually asked if I would consider two unit instead of three. I tried to explain the economic difference - but to no avail.

During both hearing the PZC spent considerable time questioning me about the type of tenants I would rent to and for how long a term. I felt overwhelmed and intrusive by these inquiring questions which was not proper for the member to ask and in fact they violated the principle that Zoning regulates land USE and not the land USERS. I recall where our City Attorney stated this principle at a previous PZC hearing not too long ago.

I have a few other items of contention which I can present later.

Thanks Art Cano. I will send the attachments later when I put together.

On Monday, October 17, 2022 at 02:47:05 PM CDT, Jordan Yanke <jyanke@darienil.gov> wrote:

Okay. Thanks.

# Studio vs. Efficiency Apartment: What's the Difference?

By PropertyClub Team

Jan 25th 2022

The efficiency apartment, or the "one-room studio", is an increasingly popular budget-friendly option in metropolitan and urban areas like New York City, Los Angeles, and San Francisco. A typical efficiency unit is a small apartment of around 300 square feet, with a lower average monthly rent than your average studio. As a more affordable option than a studio, efficiency apartments are a good option for people who want to save on rent and don't need to live in a larger studio with a more spacious floor plan.

## Table of Contents

[What is an Efficiency Apartment?](#)

[What is a Studio Apartment?](#)

[What's the Difference Between an Efficiency Apartment and a Studio Apartment?](#)

[Why Should You Choose an Efficiency Apartment?](#)

[Studio vs. Efficiency Apartment Bottom Line](#)

## What Is an Efficiency Apartment?

size of the apartment with the owner before renting!

## Micro apartments (EFFICIENCY)

A micro-apartment has a similar layout to a studio apartment. It is often a single room that contains the bedroom, kitchen, dining room, and living room in one area. However, the main difference between micro-apartments and studio apartments is the size. Micro apartments are usually 160-370 square feet in size, which is much smaller compared to your average studio apartment.

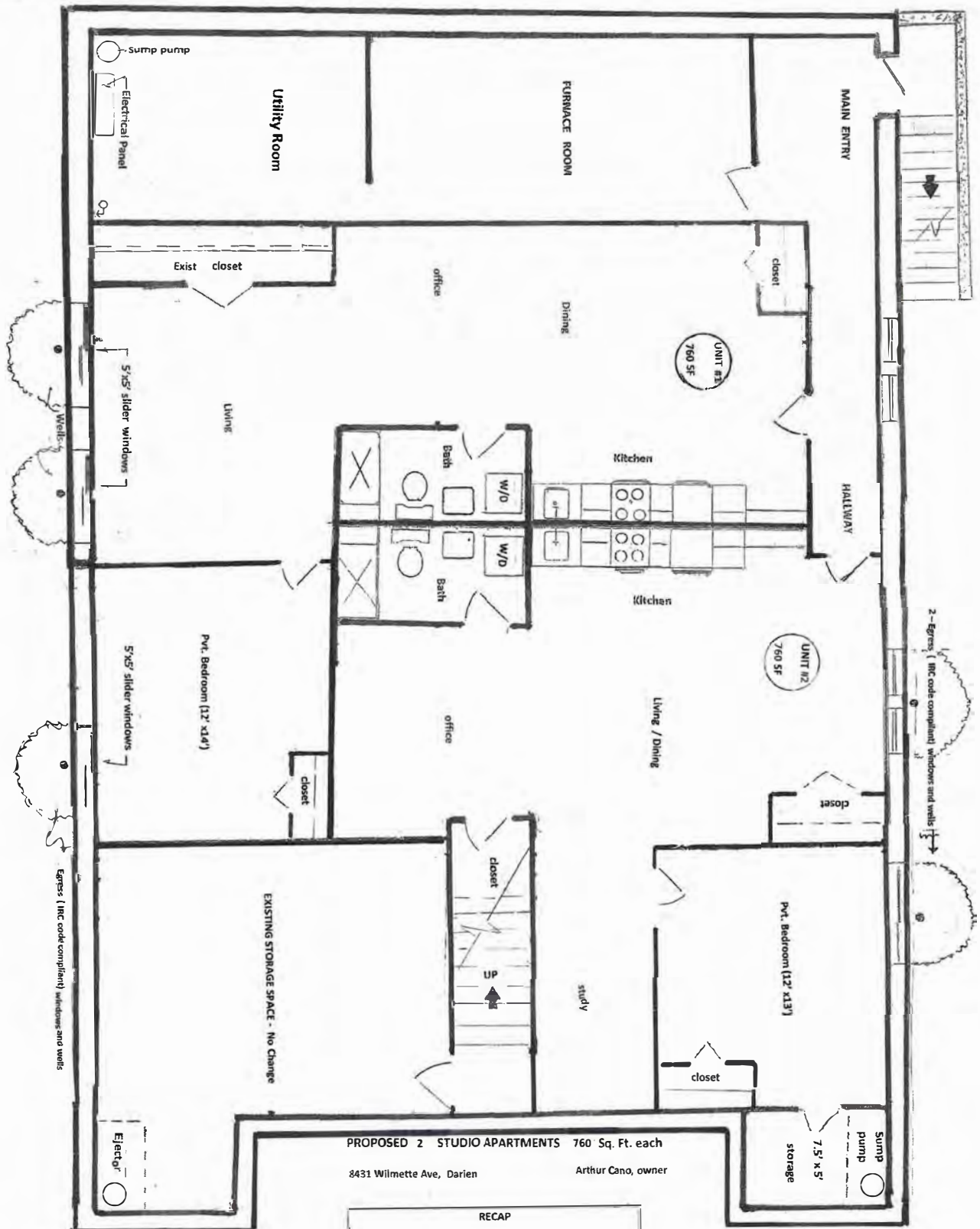
## (Studio)

The studio apartment is the most common type of apartment in big cities because it is compact while still allowing for all the necessary areas. It is one room with an open floor plan, which means that your bedroom, kitchen, and living space are all together in one area. You will typically find a separate door that leads to the bathroom.

Studio apartments can range in size from 300-600 square feet. For larger cities, smaller apartments are the norm because space is such a premium. You'll need to get creative when it comes to decorating your apartment as the size becomes smaller. What's more, you might need to create clear space definitions for each area of your apartment.

## Junior 1

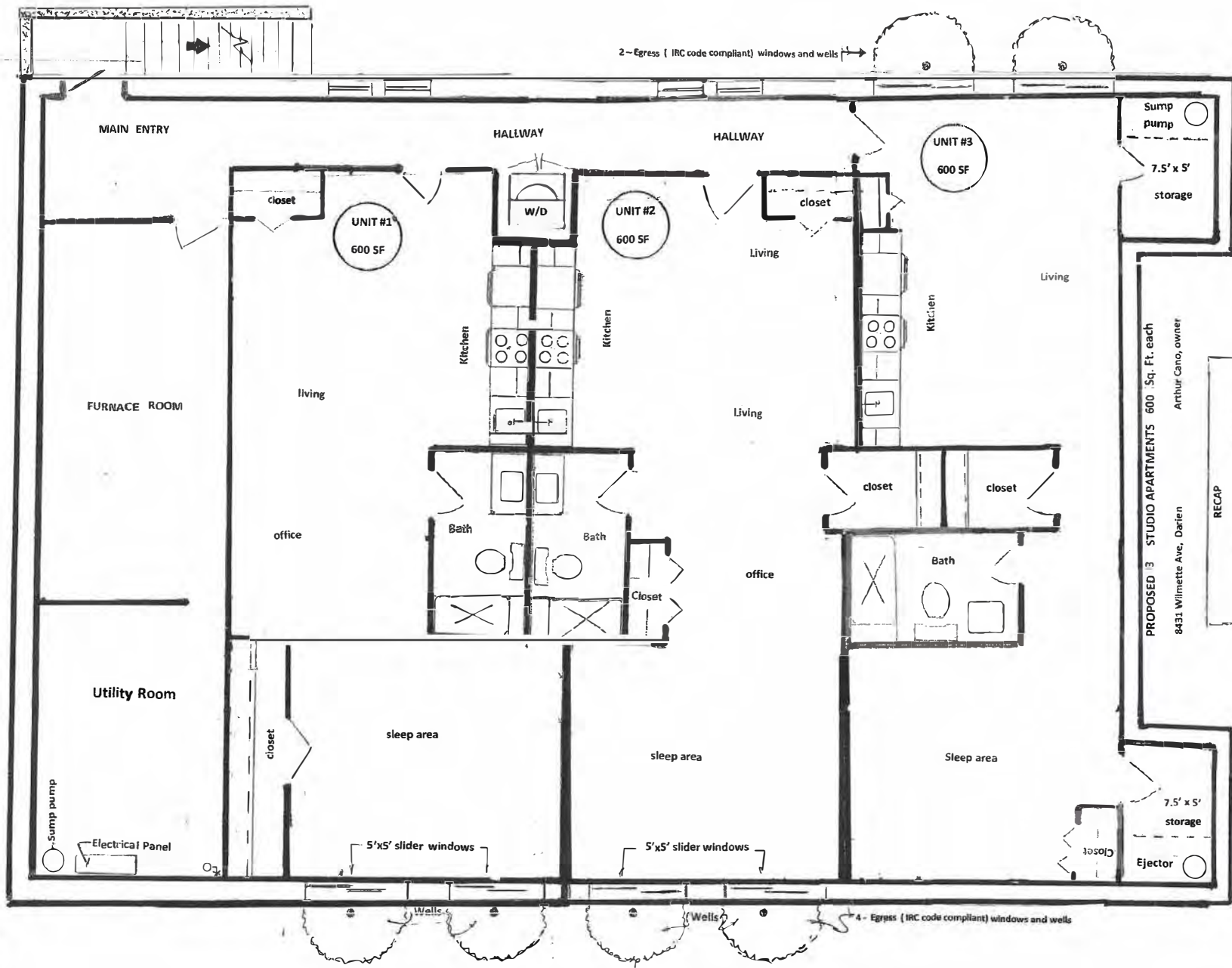
A junior 1 bedroom is a studio-type apartment that features an additional small room. It is different from an alcove apartment since the separate room cannot legally be classified as a separate sleeping space due to its small size



PROPOSED 2 STUDIO APARTMENTS 760 Sq. Ft. each  
 8431 Wilmette Ave, Darien Arthur Cano, owner

RECAP	
Total Available Sq. Ft. (1816 + 64) =	1880 Sq. Ft.
Total Required Sq. Ft. (760 x 2) =	1520 Sq. Ft.
Storage Space	=360 Sq. Ft.
Total	=1880 Sq. Ft.





PROPOSED 3 STUDIO APARTMENTS 600 Sq. Ft. each  
 8431 Wilmette Ave, Darien  
 Arthur Cano, owner

RECAP

Total Available Sq. Ft. (3641 + 175) = 3816 Sq. Ft.

Total Required Sq. Ft. (600 x 3) = 1800 Sq. Ft.



**Parcel Viewer**

Find address or place

840820

300

841021

100022

66

301

8422 8424 8426 8428

8421 8423

8431 022

8430 8432

POOL A

021

996

66

153.1

101.2

60ft

41.735526 -87.969708 Degrees

County of DuPage, Esri Canada, Esri, HERE, G

**Layer List**

Layers

DuPageAssessmentParcelViewer

**Parcel Search**

Searches Shapes Buffer Results

Remove Clear TXT Download PDF Report

PIN	0934301022
OWNER	OLD SECOND NATL 6499
PROPERTY STREET NUMBER	8431
PROPERTY STREET DIRECTION	
PROPERTY STREET NAME	WILMETTE AVE
PROPERTY APARTMENT	
PROPERTY CITY	DARIEN
STATE	IL
PROPERTY ZIPCODE	60561
PROP_CLASS	A
FCVLAND	74,320
FCVIMP	90,740
FCVTOTAL	165,060
LEGAL DESCRIPTION 1	KLEJCHS SUB
LEGAL CODE 1	00000000
PROPERTY ADDRESS	8431 WILMETTE AVE
TOWN STATE ZIP	DARIEN IL 60561

1 - 1 of 1 results

Unincorporated Zoning Data

DTM 2017 Hillshade





8431 Wilmette Ave. Darien

**MINUTES  
CITY OF DARIEN  
PLANNING & ZONING COMMISSION MEETING  
July 6, 2022**

**PRESENT:** Lou Mallers – Chairperson, Robert Erickson, Bryan Gay (7:02 p.m.), Hilda Gonzalez, Chris Jackson, Julie Kasprovicz, Ralph Stompanato

**ABSENT:** Brian Liedtke, Shari Gillespie

**OTHERS:** Jordan Yanke - City Planner

Chairperson Lou Mallers called the meeting to order at 7:00 p.m. at the Darien City Hall, Council Chambers, 1702 Plainfield Road, Darien, Illinois. Chairperson Mallers declared a quorum present and swore in the audience members wishing to present public testimony.

**REGULAR MEETING:**

**A. Public Hearing – PZC2022-03 - 8431 Wilmette Avenue – Special Use Amendment & Variations -Petitioner (Art Cano) seeks approval for an amendment to a Special Use and Variation requests from Sections 5A-7-3-5(D) and 5A-7-3-8(B) of the Zoning Ordinance. The petition specifically requests to allow for the interior remodeling and addition of three (3) studio apartments inside an existing apartment building. Property is located within the R-3 Multi-Family Residence District and the Variation requests are from the following standards in the City of Darien Zoning Ordinance:**

- 1) Section 5A-7-3-5(D): R-3 District Land Area per Dwelling Unit Standards.**
- 2) Section 5A-7-3-8(B): R-3 District Minimum Floor Area Standards.**

Mr. Jordan Yanke, City Planner reported that the subject property was annexed into the City in 2012 and was granted special use approval for multi-family use within the site's lone structure approving 5 dwelling units. He reported that the petitioner has proposed a remodel to the building's lower-level storage area into three additional studio/efficiency apartments resulting in eight total throughout the building's three floors, and the increase in dwelling units. He further reported that this requires an amendment to the existing special use for the site as well as variation requests regarding the square feet in the land area and square feet of floor area.

Mr. Yanke reported that zoning code requires a minimum of 31,000 square feet in land area for the site given the type and number of units proposed and that the property is 17,706 square feet according to the plat of survey. He reported that the code specifies studio/efficiency units shall contain a minimum of 750 square feet in floor area and that the proposed studio/efficiency units are 400 square feet in floor area. He further reported that no exterior improvements are proposed with this petition and that the existing conditions, such as building setbacks, parking setbacks, and lot coverage will not be altered and are allowed to remain.

Mr. Yanke reported that the site contains the required number of parking spaces for the proposed number of units and that the code specifies a ratio of 2 spaces per dwelling unit are required. He reported that the site contains 16 parking spaces

Mr. Art Cano, petitioner stated that he has lived in Darien for over 50 years and served on the Zoning Board of Appeals, Zoning Commission, and a volunteer for over 9 years. He stated that he is proposing to add three additional apartments to his 3400 square foot building with no exterior structures. Mr. Cano stated that the building was built in 1974 and annexed in 2012.

Mr. Cano reported that that the basement level was mainly used for storage and that Darien is a high market area for seasonal students at Argonne Labs. He stated that students are living at Woodsprings Hotel and paying high prices. He further stated that there is a demand for small units under \$1,000 per month.

Chairperson Lou Mallers questioned if there would be a separate entrance.

Mr. Cano stated that the main entrance will be used for entry and that the windows in the lower level will have to be a certain size with 8% of light and 32 square feet of window for Fire District restrictions and ingress and egress. He stated that the window wells will have to be excavated and installed.

Commissioner Chris Jackson questioned if the balconies above would be affected, and he questioned why the windows were not considered outside construction.

Mr. Cano stated that the balconies would not be affected, and Mr. Yanke reported that the fundamental walls would not be changed and therefore not considered outside construction. He did report however that the petitioner will have to go through the permitting process and work with the City Engineer.

Commissioner Bryan Gay questioned if there were two points of access for the front and back stairwell.

Mr. Cano stated that the side entrance will remain as entry to the apartments and the stairs converted to closets.

Commissioner Julie Kasprovicz questioned the need for 3 apartments and if the petitioner would consider 1 or 2 instead.

Mr. Cano stated that 3 is better and that he would like to satisfy the single tenant looking to spend less than \$1,000 per month. He stated that this size apartment is really needed.

There was some discussion regarding the average size of a studio apartment. Mr. Yanke reported that the 2018/2019 data showed the average to be 400-500 square feet compared to years ago at 700 square feet and that the numbers appear to be going down.

Commissioner Hilda Gonzalez stated that the units are small and that 3 is a lot in a small space. She stated that she was concerned about getting out of the window and that the proposal does not fit the housing model in Darien.

Mr. Cano stated that the window will be 18" off the floor.

Mr. Yanke reported that he has discussed the proposal with the Fire District and that they had no objection regarding the special use zoning issue.

Commissioner Kasprovicz questioned the outdoor patio.

Mr. Cano stated that the other units will have new decks and will be able to use the outdoor patio as well as the three additional units.

Commissioner Jackson stated that he was concerned that the petitioner was asking for 40% relief. He stated that it makes more sense having two units and that they will be more marketable. Commissioner Jackson also questioned the daycare parking and playground area.

Mr. Cano stated that he owned the parking lot and playground area and that if needed that parking could also be used but that they both had plenty of parking. He also stated that the code is two parking spaces per unit and that all of his tenants only use one space.

Commissioner Bob Erickson questioned the ADA requirements.

Mr. Yanke reported that the architect will figure that out and that the building will have to be reviewed. He stated that the proposal meets the parking space requirements.

Commissioner Ralph Stompanato questioned if there are any restrictions on how many people can rent per unit.

Mr. Yanke reported and cited that the zoning ordinance is one family per dwelling.

Commissioner Gay stated that there is a need for this type of housing in Darien.

Mr. Cano stated that the hotel has the same size, but they are paying big money.

Chairperson Mallers asked the petitioner if he was open to two units and not three.

Mr. Cano stated that the price goes up for rent and eliminates the need.

Commissioner Jackson questioned if there are any studio apartments at 750 square feet in Darien.

Mr. Yanke reported that he was unable to find any in the ordinance.

There was no one in the audience wishing to present public comment and at 7:54 p.m. Chairperson Mallers closed the public hearing.

Commissioner Kasproicz stated that the hotel next door are people that want to move into small spaces and that there are a lot of issues.

Mr. Yanke reported that Commissioner Shari Gillespie was not in favor of the proposal.

**Commissioner Gonzalez made a motion, and it was seconded by Commissioner Stompanato to approve 8431 Wilmette Avenue – Special Use Amendment & Variations. Petitioner (Art Cano) seeks approval for an amendment to a Special Use and Variation requests from Sections 5A-7-3-5(D) and 5A-7-3-8(B) of the Zoning Ordinance. The petition specifically requests to allow for the interior remodeling and addition of three (3) studio apartments inside an existing apartment building. Property is located within the R-3 Multi-Family Residence District and the Variation requests are from the following standards in the City of Darien Zoning Ordinance:**

- 1) Section 5A-7-3-5(D): R-3 District Land Area per Dwelling Unit Standards.**
- 2) Section 5A-7-3-8(B): R-3 District Minimum Floor Area Standards**

**Upon roll call vote, THE MOTION was unfavorable with a vote of 6 Nays and 1 Aye.**

**Nays – Erickson, Gonzalez, Jackson, Kasproicz, Stompanato, Mallers  
Ayes – Gay**

Mr. Yanke reported that the petition would be forwarded to the Municipal Services Committee with a non-favorable motion.

### **REGULAR MEETING - OLD BUSINESS**

There was no old business.

### **STAFF UPDATES & CORRESPONDENCE**

Mr. Yanke provided an update on the Sokol property and that the meeting on July 20<sup>th</sup> will be to review the Comprehensive Plan.

### **APPROVAL OF MINUTES**

**Commissioner Stompanato made a motion, and it was seconded by Commissioner Gonzalez to approve the June 15, 2022, Regular Meeting Minutes with changes.**

**Upon voice vote, THE MOTION CARRIED 6-0. Commissioner Gay abstained.**

### **NEXT MEETING**

Mr. Yanke announced that the next meeting is scheduled for July 20, 2022, at 7:00 p.m.



**PUBLIC COMMENTS (On any topic related to Planning and Zoning)**

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

**ADJOURNMENT**

With no further business before the Commission, Commissioner Gay made a motion, and it was seconded by Commissioner Kasprowicz. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 8:10 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

---

Elizabeth Lahey  
Secretary

---

Lou Mallers  
Chairperson

**MINUTES  
CITY OF DARIEN  
PLANNING & ZONING COMMISSION MEETING  
September 7, 2022**

**PRESENT:** Lou Mallers – Chairperson, Robert Erickson, Shari Gillespie, Hilda Gonzalez, Chris Jackson, Julie Kasprovicz, Ralph Stompanato

**ABSENT:** Bryan Gay, Brian Liedtke

**OTHERS:** Jordan Yanke - City Planner

Chairperson Lou Mallers called the meeting to order at 7:00 p.m. at the Darien City Hall, Council Chambers, 1702 Plainfield Road, Darien, Illinois. Chairperson Mallers declared a quorum present and swore in the audience members wishing to present public testimony.

**REGULAR MEETING/NEW BUSINESS:**

**Public Hearing – PZC 2022-03 (REVISED FROM 07/06/2022) 8431 Wilmette Avenue – Special Use Amendment & Variations Petitioner (Art Cano) seeks approval for an amendment to a Special Use and Variation requests from Sections 5A-7-3-5(D) and 5A-7-3-8(B) of the Zoning Ordinance. The petition specifically requests to allow for the interior remodeling and addition of three (3) studio apartments inside an existing apartment building. Property is located within the R-3 Multi-Family Residence District and the Variation requests are from the following standards in the City of Darien Zoning Ordinance: 1) Section 5A-7-3-5(D): R-3 District Land Area per Dwelling Unit Standards. 2) Section 5A-7-3-8(B): R-3 District Minimum Floor Area Standards.**

Mr. Jordan Yanke, City Planner reported that this is a revised case allowing the petitioner to bring the proposal back to the City. He reported that there are no physical changes to the layout or proposal and that the livable square footage was incorrectly noted by the petitioner at the last meeting. He further reported that the petitioner's changes are based on the total square footage.

Mr. Yanke reported that the property is 17,706 square feet according to the plat of survey and that code specifies studio/efficiency units shall contain a minimum of 750 square feet in floor area. He reported that the proposed units are slightly over 500 square feet each according to the submittal.

Chairperson Lou Mallers welcomed Mr. Art Cano, petitioner and thanked him for working with the City.

Mr. Art Cano stated that he was resubmitting his proposal to include the studio units at 500 plus square feet. He explained that he misstated the square footage at the last meeting and that 400 square feet is the net space and what is required for the glass

area. Mr. Cano stated that he read the minutes and that the concerns appear to be the size and the egress.

Mr. Cano reported that he prepared a line drawing for the PZC showing the actual livable area in total and enough space for the required space of 1576 and 3 units. He stated that is units exceed the 2019 average of a 400-500 square foot studio. He stated that he is asking for a 225-foot variance or 30%.

Commissioner Shari Gillespie questioned if the proposal would eliminate storage from the apartments above.

Mr. Cano reported that the units above have storage and that they used additional storage in the basement.

Commissioner Julie Kasprowicz questioned if the closets are included in the square footage.

Mr. Yanke reported that closets can be included in the square footage.

Commissioner Julie Kasprowicz questioned why the petitioner was not building two units.

Mr. Cano stated that he would be competing with himself and others in the area with two units. He stated that it was not economical and that no one wants to live in the basement. Mr. Cano stated that the studio apartments in the basement would be for those who want to rent for less.

Commissioner Gillespie questioned if the slider windows look into a window well.

Mr. Cano stated that the windows are for light and air and are needed per Code and they were window wells. He stated that the International Compliance Code requires the window for emergency.

Commissioner Gillespie asked the petitioner if he thinks he will get renters.

Mr. Cano stated that he has received numerous emails and that he will advertise. He stated that he is also investing \$100,000 plus to add the units.

Commissioner Chris Jackson questioned if the petitioner had a contract with Argonne.

Mr. Cano stated that he did not but that he has contacts there who would allow him to advertise.

Commissioner Hilda Gonzalez stated that the petitioner can build two units at 750 square feet.

Mr. Cano stated that people are desperate to find smaller units. He stated that there are many people staying at the hotel for \$500 per week without any application. He stated that his renters will need to have a good credit score, security deposit, etc.

Commissioner Bob Erickson stated that the hotel cannot be compared to the apartments and that they are different uses. He stated that the petitioner was not comparing apples to apples.

Mr. Cano stated that he has some short-term renters that stay for six months and have someone else rent the other six months. He stated that his lease is one year minimum and noted that all his units are presently rented.

Commissioner Ralph Stompanato stated that four-month rentals will not work. Commissioner Gonzalez stated that neither would an internship at Argonne.

Commissioner Jackson questioned if the petitioner was asking for the 30% relief to maximize profit.

Mr. Cano answered that he was maximizing for a profit.

Chairperson Mellers stated that the Commissioners need to look at the criteria and that putting in two units makes more sense for the area and the community.

Commissioner Jackson stated that the second variance is a density concern.

Mr. Cano questioned Chairperson Mellers comment about downgrading.

Chairperson Mellers stated that he did not say the units would downgrade the area but rather he wanted what is best for Darien residents.

Commissioner Gonzalez stated that the square footage of the proposal is way below Darien's criteria.

Commissioner Jackson stated that 31,000 square feet of lot area to 17,000 is a concern.

Mr. Yanke reported that Commissioner Brian Liedtke could not be present but that he was comfortable with the special use and variation request and that the proposal demonstrates a unique target.

Mr. Yanke reported that Commissioner Liedtke questioned the balconies and if failure to the balconies should they collapse fall onto the egress.

Mr. Cano stated that the excavation is inspected by the City Engineer and that prior to excavation construction he will be required to provide what is necessary to uphold any failure. He questioned if there was a fire on the deck that fell into the egress that the resident could walk out the door to escape.

Commissioner Jackson stated that this is a fire hazard. He questioned if the sidewalks needed to be redone because they appear tight.

Mr. Cano stated that the sidewalks were fine.

Commissioner Erickson questioned if there was every any flooding in the basement.

Mr. Cano stated that there was when the sump pump did not function. He stated that the Sump Pumps are designed to handle the water flow.

The PZC reviewed and discussed the following:

Variation Criteria:

1. Whether the general character of the property will be adversely altered. *Yes*
2. Whether the overall value of the property will be improved and there will not be any potential adverse effects on the neighboring properties. *Yes*
3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises. *Yes*
4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety. *Not enough information. To be determined.*
5. Whether the proposed variation will adversely alter the essential character of the neighborhood. *Yes*

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. *No*
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. *Yes*
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. *Yes*
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. *Yes*
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. *No*

6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided. *Not enough information. o be determined.*

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. *No*

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. *Yes*

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

**Commissioner Stompanato made a motion, and it was seconded by Commissioner Kasprovicz to approve PZC 2022-03 (REVISED FROM 07/06/2022) 8431 Wilmette Avenue – Special Use Amendment & Variations Petitioner (Art Cano) seeks approval for an amendment to a Special Use and Variation requests from Sections 5A-7-3-5(D) and 5A-7-3-8(B) of the Zoning Ordinance. The petition specifically requests to allow for the interior remodeling and addition of three (3) studio apartments inside an existing apartment building. Property is located within the R-3 Multi-Family Residence District and the Variation requests are from the following standards in the City of Darien Zoning Ordinance: 1) Section 5A-7-3-5(D): R-3 District Land Area per Dwelling Unit Standards. 2) Section 5A-7-3-8(B): R-3 District Minimum Floor Area Standards.**

**Upon roll call vote, THE MOTION UNANIMOUSLY FAILED 7-0.**

Mr. Yanke reported that this would be forward to the Municipal Services Committee on Monday, September 26, 2022 at 6:30 p.m.

### **OLD BUSINESS**

There was no old business

### **STAFF UPDATES & CORRESPONDENCE**

Mr. Jordan Yanke, City Planner reported that the next meeting will be a special use for a tobacco and food store with a drive-thru and the maps of the Key Development Areas.

### **APPROVAL OF MINUTES**

**Commissioner Erickson made a motion, and it was seconded by Commissioner Stompanato to approve the July 20, 2022, Regular Meeting Minutes.**

**Upon voice vote, THE MOTION CARRIED 7-0.**

**NEXT MEETING**

Mr. Jordan Yanke announced that the next meeting is scheduled for Wednesday, September 21, 2022.

**PUBLIC COMMENTS (On any topic related to planning and zoning)**

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

**ADJOURNMENT**

With no further business before the Commission, Commissioner Erickson made a motion, and it was seconded by Commissioner Gillespie. Upon voice vote, **THE MOTION CARRIED unanimously, and the meeting adjourned at 8:28 p.m.**

**RESPECTFULLY SUBMITTED:**

**APPROVED:**

\_\_\_\_\_  
**Elizabeth Lahey**  
**Secretary**

\_\_\_\_\_  
**Lou Mallers**  
**Chairperson**

**AGENDA MEMO**  
**MUNICIPAL SERVICES COMMITTEE**  
**OCTOBER 24, 2022**

**CASE**

PZC2022-04

Comprehensive Plan Amendment  
(Key Development Areas & Future Land Use)

**ISSUE STATEMENT**

Amendment to the City of Darien Comprehensive Plan. The petition (city-initiated) proposes revisions to the Key Development Areas and Non-Key Development Areas that are designated in the 2006 Comprehensive Plan. Sections in the 2006 Plan subject to the proposed amendment are:

- Chapter IV, Key Development Areas
- Chapter V, Future Land Use (Non-Key Development Areas)

**BACKGROUND**

The Comprehensive Plan was last revised in 2006. A primary component of the plan is a list of key and non-key development areas that have a unique potential for new development or redevelopment. These areas are shown per [ATTACHMENT B](#). Since the last revision, many of the key development areas have been developed.

In October 2021, the City conducted an economic development workshop/planning session. Attendees included members from the Economic Development Committee (EDC), Planning and Zoning Commission (PZC), City Council, staff, and the Chamber of Commerce. The priority developed during the workshop was for the City to target existing commercial centers for development including mixed-use redevelopment. The City Council affirmed this priority at its Goal Setting Session in November 2021.

To move forward on this priority, staff has developed a revised list of key development areas shown on [ATTACHMENT A](#), which is the basis for the public hearing. The list was formulated with input from the EDC and PZC.

**PZC MEETINGS – 07/20/2022 & 09/21/2022**

The Planning and Zoning Commission heard this petition at its meeting on July 20, 2022. The case was continued by the Commission to allow time for staff to make requested formatting edits and obtain further input on the key areas in terms of a priority ranking. After conducting a priority ranking survey with the Commission and making the requested formatting edits, the case was heard again on September 21, 2022. The case received a favorable recommendation by a vote of 7-0. With the favorable recommendation, the Commission requested that staff create and add a *Key Map* showing the location of the development areas for reference purposes. Staff will complete the map in time for the City Council meeting.

**ALTERNATE CONSIDERATION**

As recommended/directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 or November 21, 2022 City Council agenda for formal consideration.



# CHAPTER IV, KEY DEVELOPMENT AREAS

This portion of the plan focuses on key land use opportunities for specific areas. Nine key areas are identified as vacant, underutilized, or prime for redevelopment to promote a better balance of land uses in the City of Darien. These nine areas have been designated and prioritized (1 through 9) as key areas to promote community identity, increase amenities, and attract revenue-producing uses. Multiple factors were considered critical toward achieving the stated goals and objectives of this comprehensive plan while identifying each area, and planning for each key development area includes the following:

- Text that describes the property or parcels that make up the development area.
- An identification of proposed land uses.
- Adjacent land uses.

While each of the nine key areas are listed on the following pages, a summary list of the areas is below:

- Key Development Area #1  
Southeast corner of 75<sup>th</sup> Street and Lemont Road intersection (Chestnut Shopping Center).
- Key Development Area #2  
Area between and around 75<sup>th</sup> Street, Plainfield Road, and Clarendon Hills Road intersections. Area includes Darien Community Park, Hinsdale South High School, Tri-State Fire District, Indian Prairie Library, and the Sportsplex.
- Key Development Area #3  
All four quadrants of 75<sup>th</sup> Street and Cass Avenue intersection.
- Key Development Area #4  
Area adjacent to Cass Avenue along its east side, south of Concord Place (Darien Plaza).
- Key Development Area #5  
Southeast corner of 75<sup>th</sup> Street and Lyman Avenue intersection (Darien Towne Centre).
- Key Development Area #6  
Southwest corner of 75<sup>th</sup> Street and Lyman Avenue intersection (Marketplace at Darien).
- Key Development Area #7  
Northeast quadrant of Interstate 55 and Lemont Road interchange (Oldfield Triangle).
- Key Development Area #8  
Area adjacent to Route 83 along its west side, south of 67<sup>th</sup> Street.
- Key Development Area #9  
Southwest corner of Lemont Road and 87<sup>th</sup> Street intersection.

## KEY DEVELOPMENT AREA #1

Location: Southeast corner of 75<sup>th</sup> Street and Lemont Road intersection (Chestnut Shopping Center).

Existing Conditions: Fully developed shopping and commercial center with existing retail uses throughout.

Zoning: B-3 Business District.

Proposed Land Use: Prioritize redevelopment but also focus on filling existing tenant vacancies and improving the aesthetics of the site (i.e. façade enhancements). Infill development consistent with the current center is also viable.

Adjacent Land Uses:

- North: Commercial
- South: Forest Preserve
- East: Residential
- West: Commercial



## KEY DEVELOPMENT AREA #2

Location: Area between and around 75<sup>th</sup> Street, Plainfield Road, and Clarendon Hills Road intersections. Area includes Darien Community Park, Hinsdale South High School, Tri-State Fire District, Indian Prairie Library, and the Sportsplex.

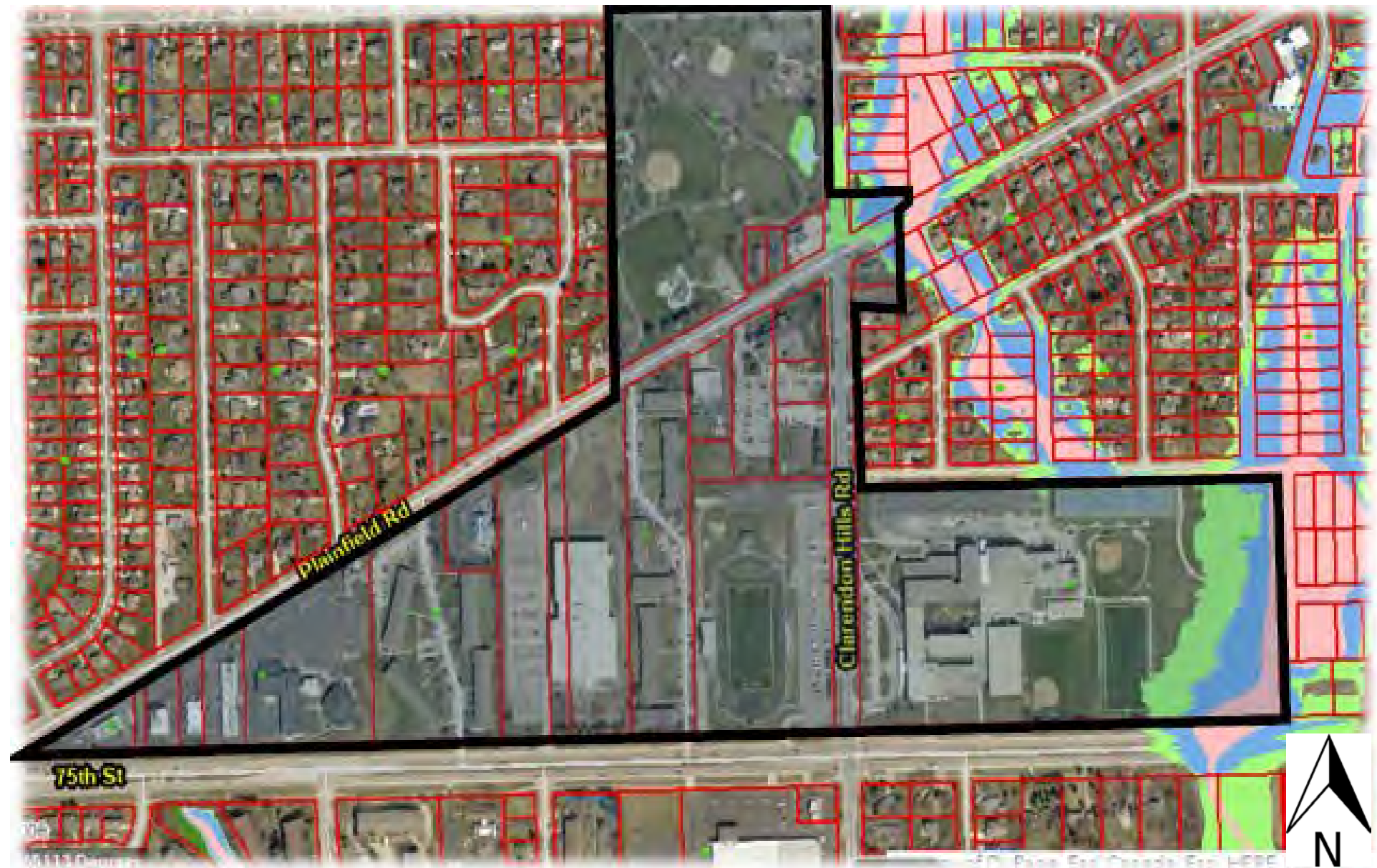
Existing Conditions: This key area has a wide range of existing uses, including office and retail, park and recreational facilities, school facilities, a library, and Fire Department.

Zoning: B-1 Business District, B-2 Business District, R-2 Residence District, R-3 Residence District.

Proposed Land Use: Proposed opportunities include new development and redevelopment, creating a “downtown” atmosphere, pedestrian-oriented design, and enhancing existing uses.

Adjacent Land Uses:

- North: Residential
- South: Commercial, Residential
- East: Residential
- West: Commercial, Residential



## KEY DEVELOPMENT AREA #3

Location: All four quadrants of 75<sup>th</sup> Street and Cass Avenue intersection.

Existing Conditions: Central area surrounding major intersection with primarily commercial centers, school property, and an existing apartment complex.

Zoning: B-2 Business District, R-2 Residence District, R-3 Residence District.

Proposed Land Use: Recommended for infill development, including additional retail and shopping uses, pedestrian-oriented design, and outdoor dining. Specific property to target is the existing school for redevelopment.

Adjacent Land Uses:

- North: Residential
- South: Business, Residential
- East: Residential
- West: Residential



## KEY DEVELOPMENT AREA #4

Location: Area adjacent to Cass Avenue along its east side, south of Concord Place (Darien Plaza).

Existing Conditions: This area is mostly developed with a mixture of office buildings, light industrial uses, and a retail shopping center.

Zoning: B-1 Business District; Planned Unit Development (PUD).

Proposed Land Use: Create a more cohesive development and capitalize off infill opportunities with mixed-use, pedestrian-oriented development. This area has existing access off a high volume road (Cass Avenue), so the circulation opportunities and visibility is in place for new development.

Adjacent Land Uses:

- North: Residential
- South: Residential
- East: School, Residential
- West: Office, Residential



## KEY DEVELOPMENT AREA #5

Location: Southeast corner of 75<sup>th</sup> Street and Lyman Avenue intersection (Darien Towne Centre).

Existing Conditions: Fully developed shopping and commercial center with large anchor tenants (i.e. Home Depot, Walmart). The area also consists of outlots containing restaurants, a grocery store, and bank.

Zoning: B-3 Business District, Planned Unit Development (PUD).

Proposed Land Use: Main priority is infill development and converting expansive parking areas into commercial buildings. Improving the existing site is also a priority through façade renovations and other architectural enhancements.

Adjacent Land Uses:

- North: Residential
- South: Residential
- East: Commercial, Residential
- West: Commercial



## KEY DEVELOPMENT AREA #6

Location: Southwest corner of 75<sup>th</sup> Street and Lyman Avenue intersection (Marketplace at Darien).

Existing Conditions: Multiple parcels comprised of strip commercial center, residential, utility company, Fire Department, and a vacant area.

Zoning: B-2 Business District, Planned Unit Development (PUD), R-1 Residence District, R-2 Residence District, R3 Residence District.

Proposed Land Use: This area includes property that would allow the expansion of the existing strip commercial center to the west. Further redevelopment opportunities could be implemented along Lyman Avenue in the future pending whether current property owners and uses remain.

### Adjacent Land Uses:

- North: Residential
- South: Residential
- East: Commercial
- West: Residential



## KEY DEVELOPMENT AREA #7

Location: Northeast quadrant of Interstate 55 and Lemont Road interchange (Oldfield Triangle).

Existing Conditions: Mostly undeveloped area with existing office buildings, gas station, and single-family homes on the periphery.

Zoning: B-3 Business District, Office (O) District, R-1 Residence District.

Proposed Land Use: Commercial use along Frontage Road should be prioritized in addition to more residential use through new development and subdivision process.

Adjacent Land Uses:

- North: Forest Preserve
- South: Commercial, Residential
- East: Residential
- West: Commercial, Residential





## KEY DEVELOPMENT AREA #8

Location: Area adjacent to Route 83 along its west side, south of 67<sup>th</sup> Street.

Existing Conditions: Mixture of small commercial buildings, office buildings, and residential properties in between.

Zoning: B-2 Business District, R-2 Residence District.

Proposed Land Use: Opportunities to infill and redevelop a cohesive commercial frontage along Route 83.

Adjacent Land Uses:

- North: Residential
- South: Commercial
- East: Office
- West: Residential



## KEY DEVELOPMENT AREA #9

Location: Southwest corner of Lemont Road and 87<sup>th</sup> Street intersection.

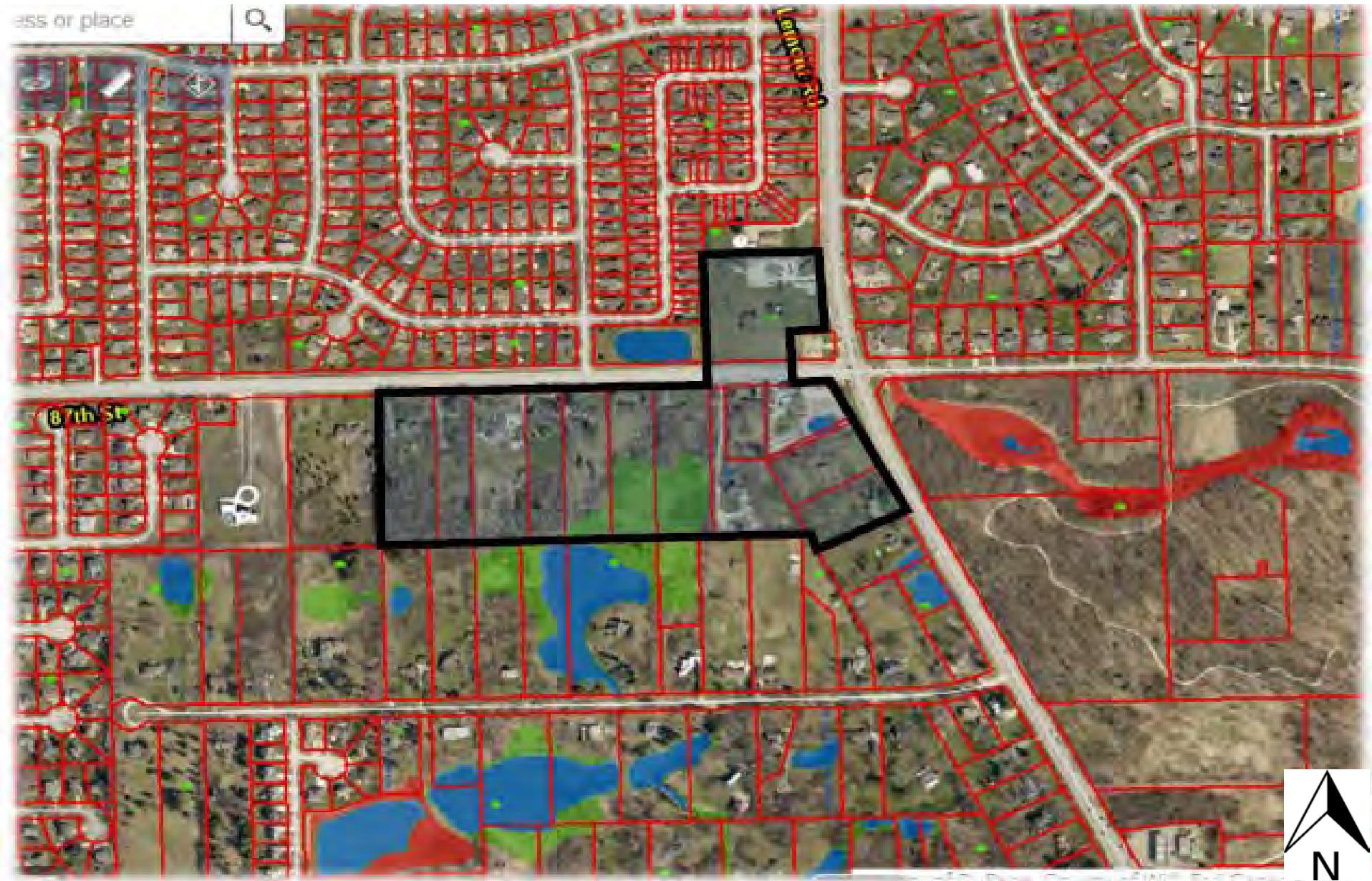
Existing Conditions: Area contains estate type homes on large parcels in addition to a pre-existing landscape supply business at the intersection of Lemont Road and 87<sup>th</sup> Street.

Zoning: B-3 Business District, R-1 Residence District, R-2 Residence District.

Proposed Land Use: This key area is can include commercial development if cohesive in nature. It also presents opportunity for further residential development either through infill or subdivision.

Adjacent Land Uses:

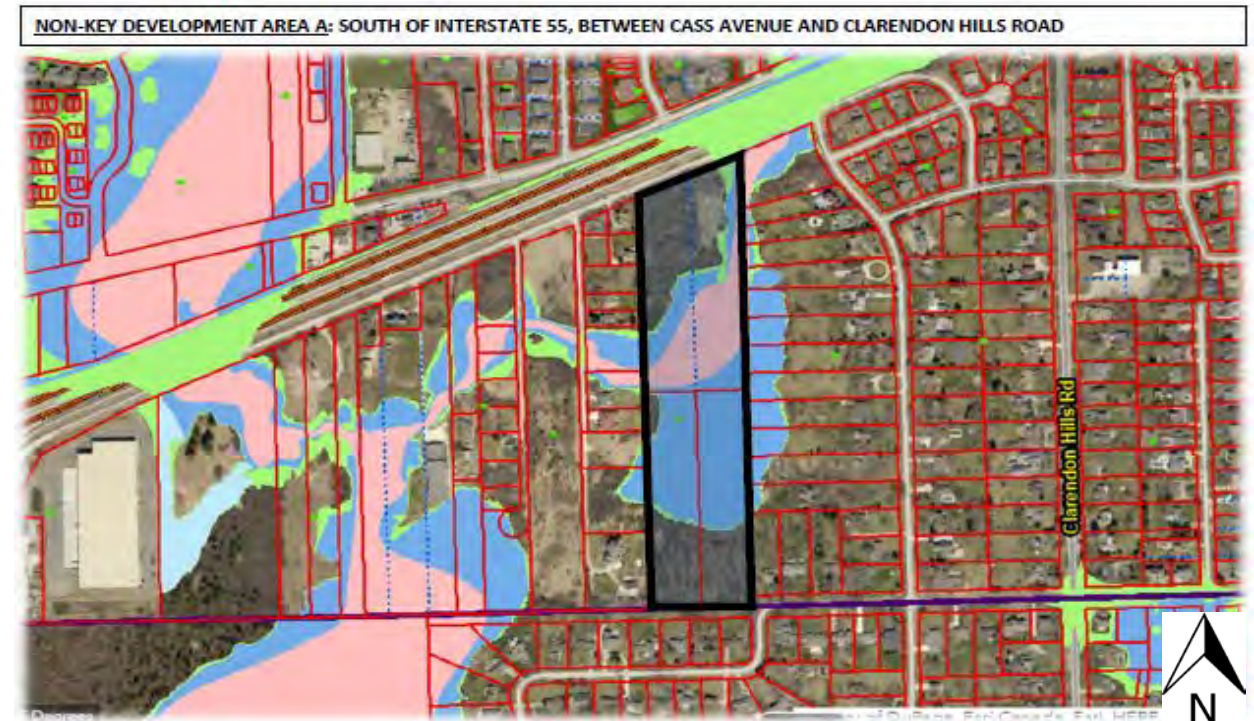
- North: Residential
- South: Residential
- East: Residential
- West: Residential



# CHAPTER V, FUTURE LAND USE (NON-KEY AREAS)

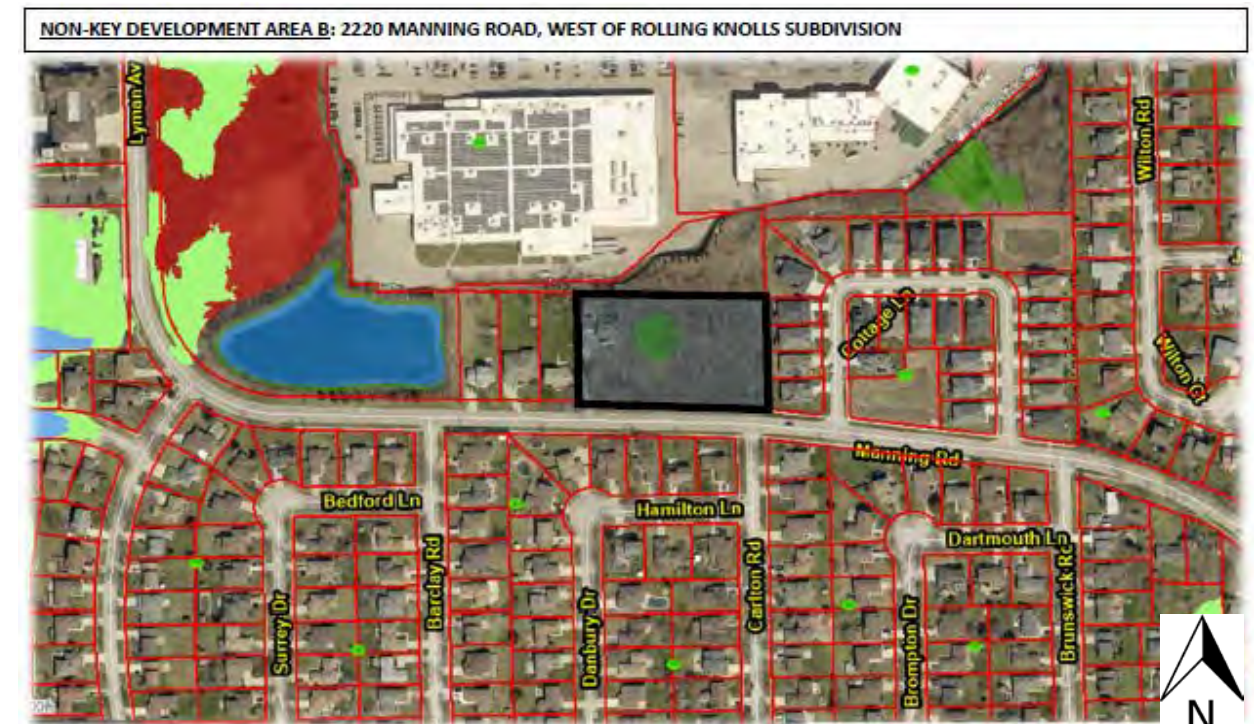
## NON-KEY DEVELOPMENT AREA A

Location: South of Interstate 55, between Cass Avenue and Clarendon Hills Road.



## NON-KEY DEVELOPMENT AREA B

Location: 2220 Manning Road, west of Rolling Knolls Subdivision.



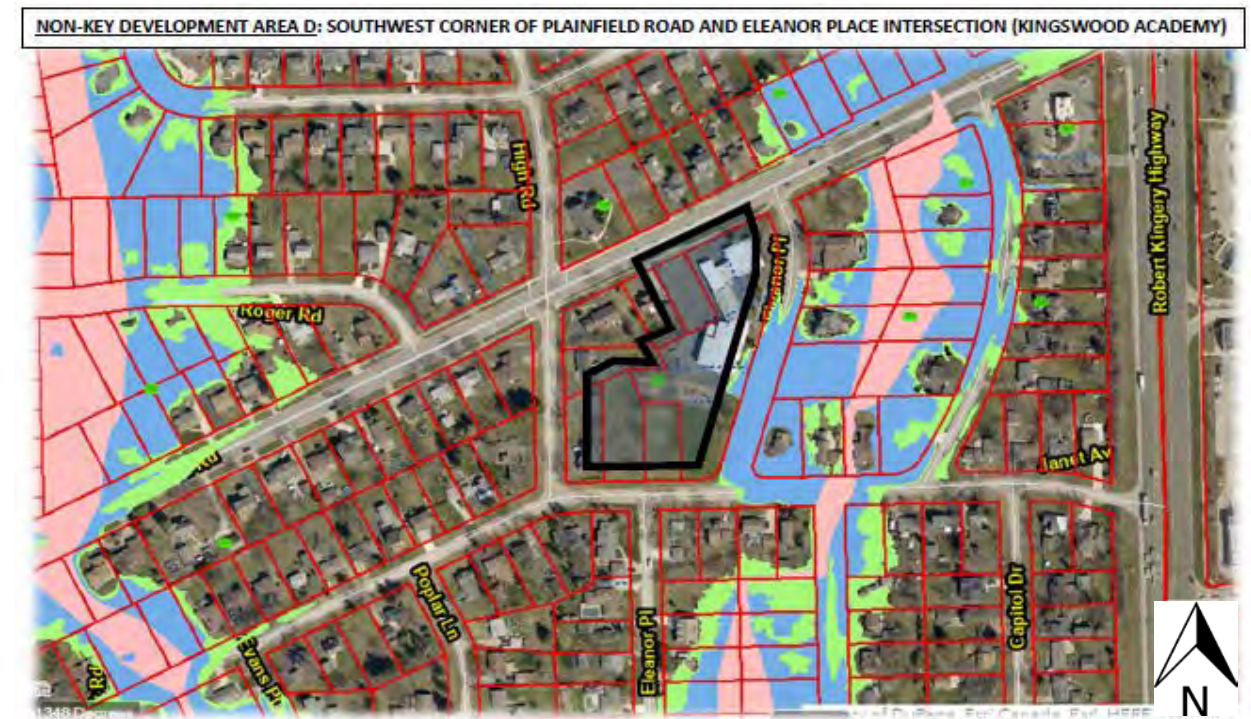
## NON-KEY DEVELOPMENT AREA C

Location: Northwest corner Plainfield Road and Leonard Drive intersection.



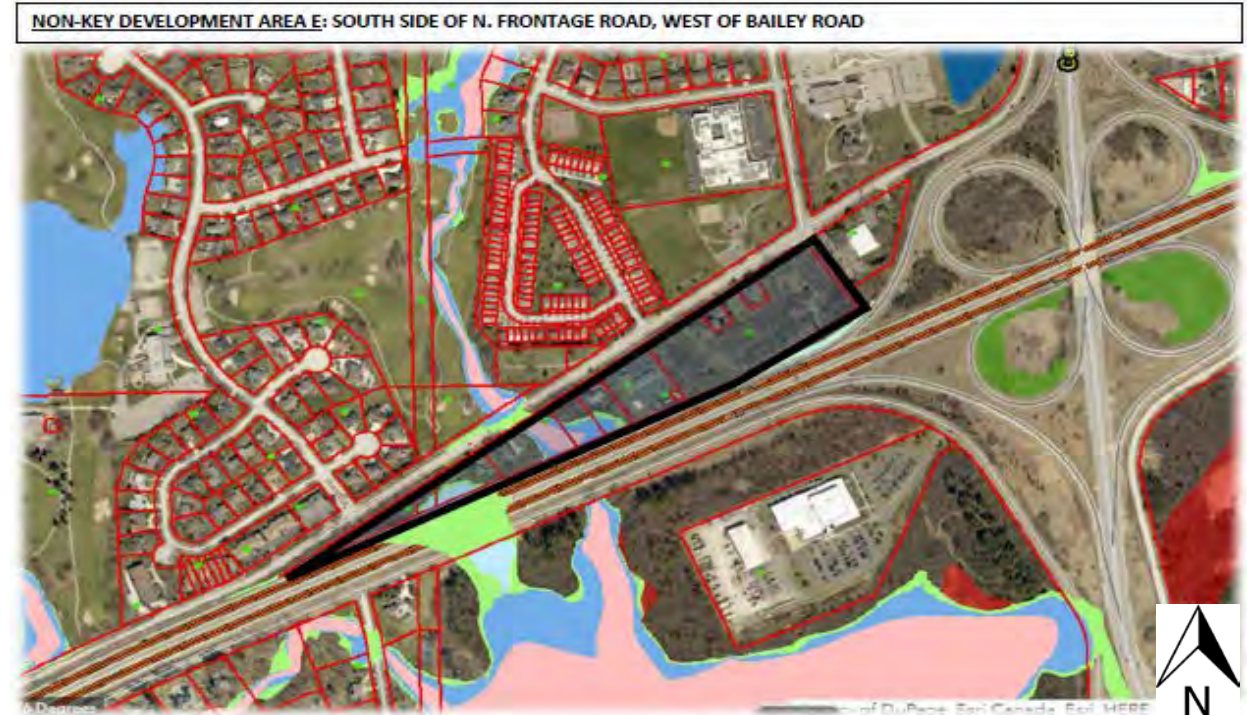
## NON-KEY DEVELOPMENT AREA D

Location: Southwest corner of Plainfield Road and Eleanor Place intersection (Kingswood Academy).



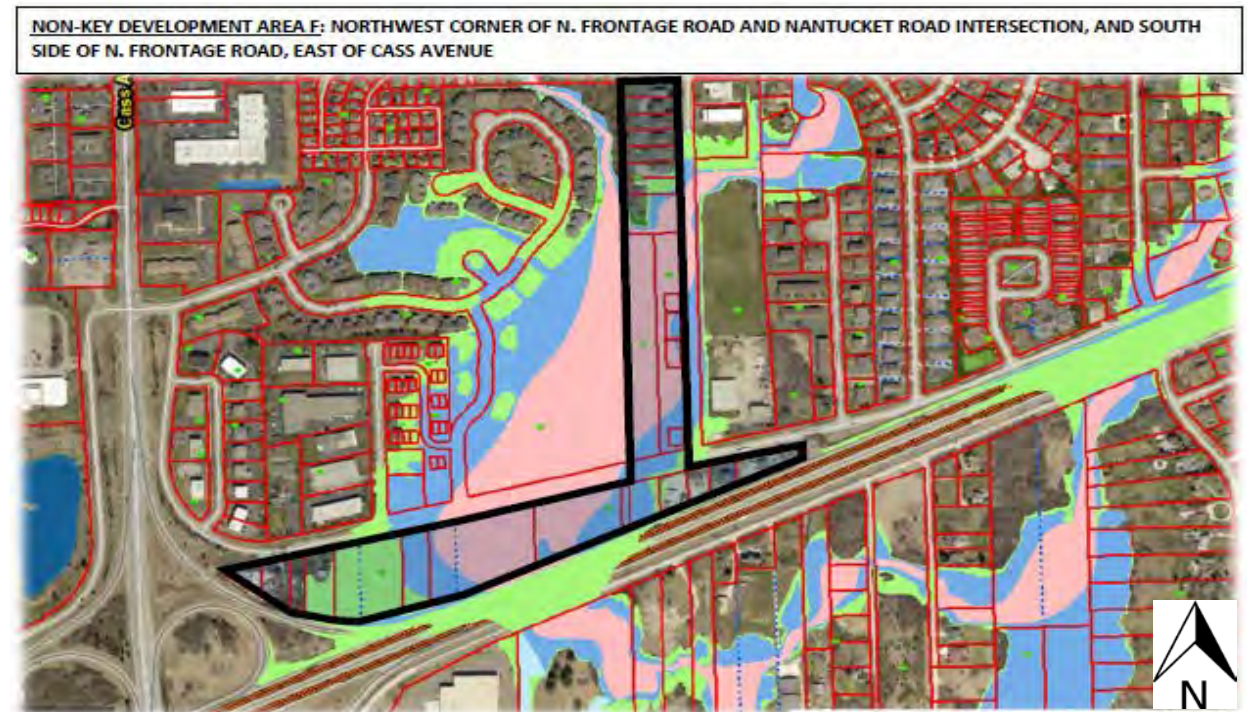
## NON-KEY DEVELOPMENT AREA E

Location: South side of N. Frontage Road, west of Bailey Road.



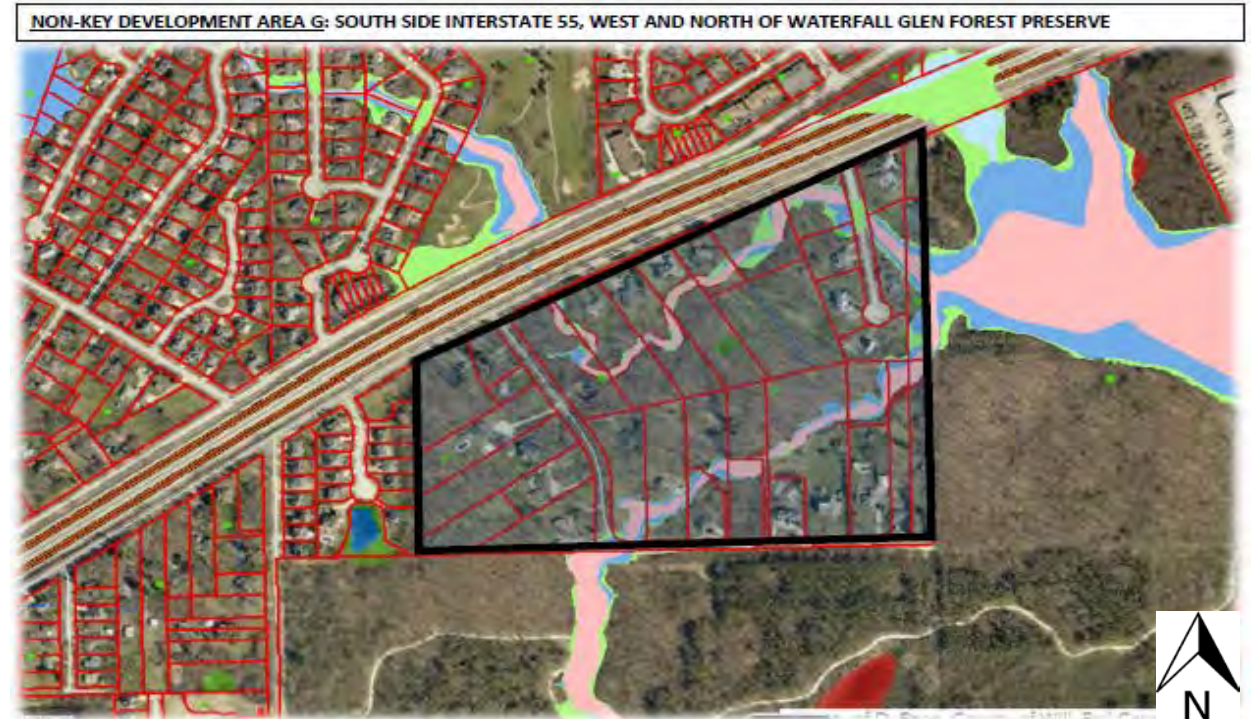
## NON-KEY DEVELOPMENT AREA F

Location: Northwest corner of N. Frontage Road and Nantucket Road intersection, and south side of N. Frontage Road, east of Cass Avenue.



## NON-KEY DEVELOPMENT AREA G

Location: South side interstate 55, west and north of waterfall glen forest preserve.



## NON-KEY DEVELOPMENT AREA H

Location: Northeast corner of 75<sup>th</sup> Street and Fairview Avenue intersection (Westwood Park).



# **COMPREHENSIVE PLAN**

**Amended October 2, 2006**

**ORIGINAL**

# **Comprehensive Plan Update City of Darien**

**November 18, 2002**

**Amended: October 4, 2006**

*Prepared by:*

**Planning Resources Inc.  
402 West Liberty Drive  
Wheaton, Illinois 60187  
Telephone: 630.668.3788  
Facsimile: 630.668.4125**



# Chapter IV, Key Development Areas

## Key Development Area Plans

This portion of the plan focuses on key land use decisions for specific areas. Seven key areas were identified as vacant or underutilized parcels large enough in size to be able to develop with the type, pattern and intensity of land uses required to promote a better balance of land uses in the City of Darien. These seven areas have been planned to promote community identity, increase amenities and attract revenue-producing uses. All of these factors were considered critical toward achieving the stated goals and objectives of this comprehensive plan.

Planning for each key development area includes:

- Text that describes the property or parcels that make up the development area;
- An identification of proposed land uses;
- A policy statement; and
- A list of strategies for plan implementation and design guidelines that should be followed to achieve the objectives of this comprehensive plan for the key area.

A concept plan also was prepared for each key development area to illustrate the desired pattern of land uses, relationship between land use within and abutting the key area, and to identify key planning factors that should be considered when reviewing a specific development proposal. These concepts are intended to serve as a guide for evaluating planned development. They are not intended to limit the creativity and planning that will occur with a specific project. However, the concept plans graphically represent the ideas

and policies promoted for each area. Changes from recommendations presented for each key development area that might be proposed should be carefully considered within the context of the adopted policies and design guidelines.

## Key Development Area #1 Darien Marketplace District

### Location:

All four quadrants of the intersection of 75<sup>th</sup> Street and Cass Avenue

### Existing Conditions:

This area is fully developed with a mix of uses (see Figure 4a), including:

- Institutional (Old Lace School, Lace School and Safety Village);
- Residential (Colonial Apartments);
- Retail (Brookhaven Plaza, Heritage Plaza, and Jewel Osco); and
- Commercial/Office (insurance, real estate, bank, restaurant, automobile service uses).

### Proposed Land Use:

Create a shopping district that includes retail commercial, restaurants and a new town center on property at the northwest quadrant of 75<sup>th</sup> Street and Cass Avenue.

### Policy Statement:

Many residents of Darien consider the intersection of 75<sup>th</sup> Street and Cass Avenue to

be the “town center” or central shopping district of the community. This is primarily because the area is located in the center of town. In addition, large retail centers in the area are located here, including Brookhaven Plaza and surrounding outlots; Heritage Plaza; and the Jewel/Osco complex, with outlots on 75<sup>th</sup> Street and Cass Avenue. These businesses not only serve Darien residents, but the entire 75<sup>th</sup> Street corridor provides regional shopping opportunities and services for residents of surrounding communities.

The four quadrants that comprise the intersection of 75<sup>th</sup> Street and Cass Avenue are fully developed. This is an older area which has the potential of becoming blighted without redevelopment intervention. Outdated retail strip-centers, surrounded by large parking lots, occupy three of the four quadrants. The large retail centers that comprise this intersection are unified with shared access points, avoiding numerous curb cuts along 75<sup>th</sup> Street. A residential apartment complex is located east of the Heritage Plaza shopping center and appears to be in livable condition. While this is solid housing, there is interest and a higher need in redeveloping this area as a traditional town center.

At the present time, the intersection does not have any elements that unify the area as a shopping district, nor does it have distinguishing characteristics that give identity specific to Darien. The retail centers are each under separate ownership and therefore do not include coordinated architecture, landscaping, or signage which would lend in consolidating the area. Large, paved parking lots surround each retail center with little to no landscaping to soften the large expanses of pavement. Driving from one center to the next is encouraged, rather than discouraged, as there are no linkages to connect pedestrians with adjacent land uses. An abundance of window signs, especially at the food and drug stores

are visible and create visual clutter. Vacant storefronts indicate the area’s potential for decline. Lastly, loading, utility and outdoor storage areas, as well as retail centers that abut residential neighborhoods, do not have adequate screening.

In order to stave off deterioration and build upon the potential vitality and economic strength of this major retail intersection, an identity for the area should be created and marketed. This includes the creation of a town center in the northwest or southeast quadrant of the intersection of 75<sup>th</sup> Street and Cass Avenue (see Strategies for Implementing KDA #1a, **Town Center at Darien Marketplace**, below). Recommendations that follow are aimed at upgrading and unifying existing properties and provide guidelines for new development. Specific plans were developed for the northwest quadrant.

#### **Implementation/Design Guidelines:**

1. Promote the area as the “Darien Marketplace” shopping district. Unify uses in Key Development Area #1 through design treatments along 75<sup>th</sup> Street and Cass Avenue that include:
  - Signs that define this area as Darien’s Marketplace District;
  - Coordinated landscaping along 75<sup>th</sup> Street and Cass Avenue;
  - Colorful banners, installed on existing light poles;
  - Paved cross-walks with push-button activated signals; and
  - Enhanced landscaping in medians (perennials, ornamental grasses, trees, etc).

# City of Darien

## Key Development Area #1 Planning Factors

**Location:** All four quadrants of the intersection  
of 75th Street and Cass Avenue

**Zoning:** B-2 (commercial); R-2 (School and Safety Village);  
and R-3 (Apartments)

### Adjacent Land Uses:

North: Single-family residential  
South: Single-family residential  
East: Single-family residential  
West: Single-family residential

### Characteristics:

- Considered the geographic center of the community
- Serves as a regional shopping center
- No vacant land is available
- Existing commercial:
  - In three of four quadrants
  - Has little to no vacancies
  - Consists of "strip" development
  - Surrounded by large parking lots with little or no landscaping
  - Has consolidated access along 75th Street that reduces curb cuts
  - Does not provide adequate screening of service areas
  - Does not include elements that unify the area or build identity
- NW quadrant includes Old Lace School, Lace School, Safety Village and athletic fields
- SE quadrant includes multi-family apartments in addition to commercial
- Landscaped median along 75th Street prevents cross-access between uses in each quadrant

### Potentials:

- Promote this key area as the "Darien Marketplace Shopping District"
- Build identity through design treatments along 75th Street and Cass Avenue (i.e. architecture, landscaping and signs)
- Properties in NW and SE quadrant could become available for redevelopment.
  - Offers opportunity to:**
    - Redevelop, adding another commercial or mixed use
    - Design with thematic architecture that builds on character of the original settlement
    - Integrate plaza between historic school and new commercial
- Integrate residential component with nonresidential use areas through landscaping, signage and pedestrian linkages
- Improve buffering between residential and nonresidential land uses

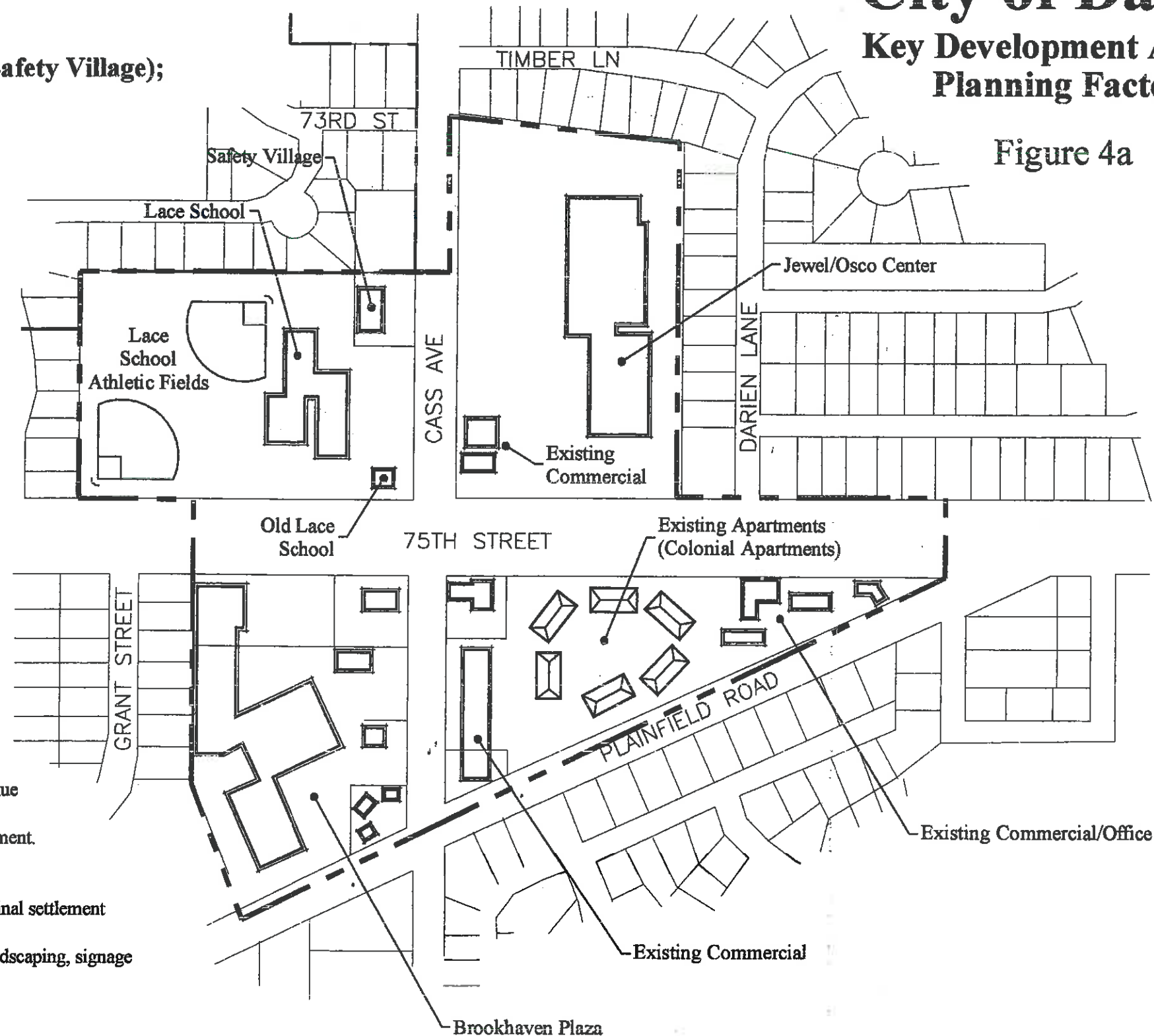


Figure 4a

2. Revitalize and upgrade commercial properties through:
  - Thematic façade improvements for retail centers that build from the architectural styling selected for the town center (see recommendations for KDA #1a, below) to visually tie together all four quadrants;
  - Sign control (business identification and window signs);
  - Creation of clearly defined traffic patterns between centers and adjacent outlots;
  - Separation of service vehicles, trucks and customer traffic;
  - Screening of loading areas and trash enclosures;
  - Unified parking lot lighting (all four quadrants);
  - Adding parking lot landscaping (i.e. islands and medians) to break up pavement and define traffic flow; and
  - Constructing sidewalks that lead pedestrians to the front of the center and provide connections between centers.
3. Enforce the City's regulations that relate to window signs and outdoor storage to control visual clutter and maintain unobstructed pedestrian access in front of the stores.
4. Integrate the residential component of this key development area with nonresidential land use areas through landscaping, signage, and pedestrian linkages that

provide direct access to retail commercial development.

5. Improve buffering between residential and nonresidential land uses (i.e. architectural walls and landscaping).
6. In the event that the apartment buildings on the south side of 75<sup>th</sup> Street, east of Cass Avenue become available, the property should be redeveloped as a town center and should incorporate significant public plaza space which would contribute to building an identity for Darien.

### Key Development Area #1a, Town Center at Darien Marketplace

#### Location:

Northwest quadrant of the intersection of 75<sup>th</sup> Street and Cass Avenue, within the Darien Marketplace District. All of the policies prepared for this key area could be applied to the southeast quadrant as well. The concept plan for the northwest quadrant was prepared to illustrate proposed policies and recommendations.

#### Existing Conditions:

This area is currently developed with institutional uses that include Lace School and its associated athletic fields, historic Old Lace School and Safety Village (see Figure 4b):

- The historic Old Lace School and Safety Village occupy properties that front on Cass Avenue; and
- Lace School and its athletic fields are the predominant land use, and have frontage on both Cass Avenue and 75<sup>th</sup> Street.

**Size:** 12.50 Acres

**Zoning:** R-2 (School and Safety Village)








**Objectives:**

- Develop a town center with a community center, public green/outdoor plaza and retail/office space

**Potential Uses**

- **Community Center:**
  - Two-story, 50,000-60,000 square-foot facility
  - 200 Parking Spaces (1/300 sf)
  - Darien Visitor's Center
  - Learning center/computer labs
  - Satellite library
  - Meeting rooms
  - Offices (Chamber of Commerce)
  - Concessions/Cafeteria/Coffee house
  - Fitness facility
  - Gymnasium
  - Outdoor plazas
- **One and two-story retail/office:**
  - 45,000 gross square building feet
  - 202 parking spaces (4.5/1,000 sf)
- **Entry Plaza/Public Green with sculptures, fountains and outdoor seating**
- **Restaurant:**
  - 8,000 gross square building feet
  - 64 parking provided at ratio of (8/1,000 sf)
  - parking shared w/ Com. Center and Retail
- **Streetscape enhancement features include:**
  - Concrete pavers
  - Street trees and planters
  - Decorative benches with waste receptacles

**Legend:**

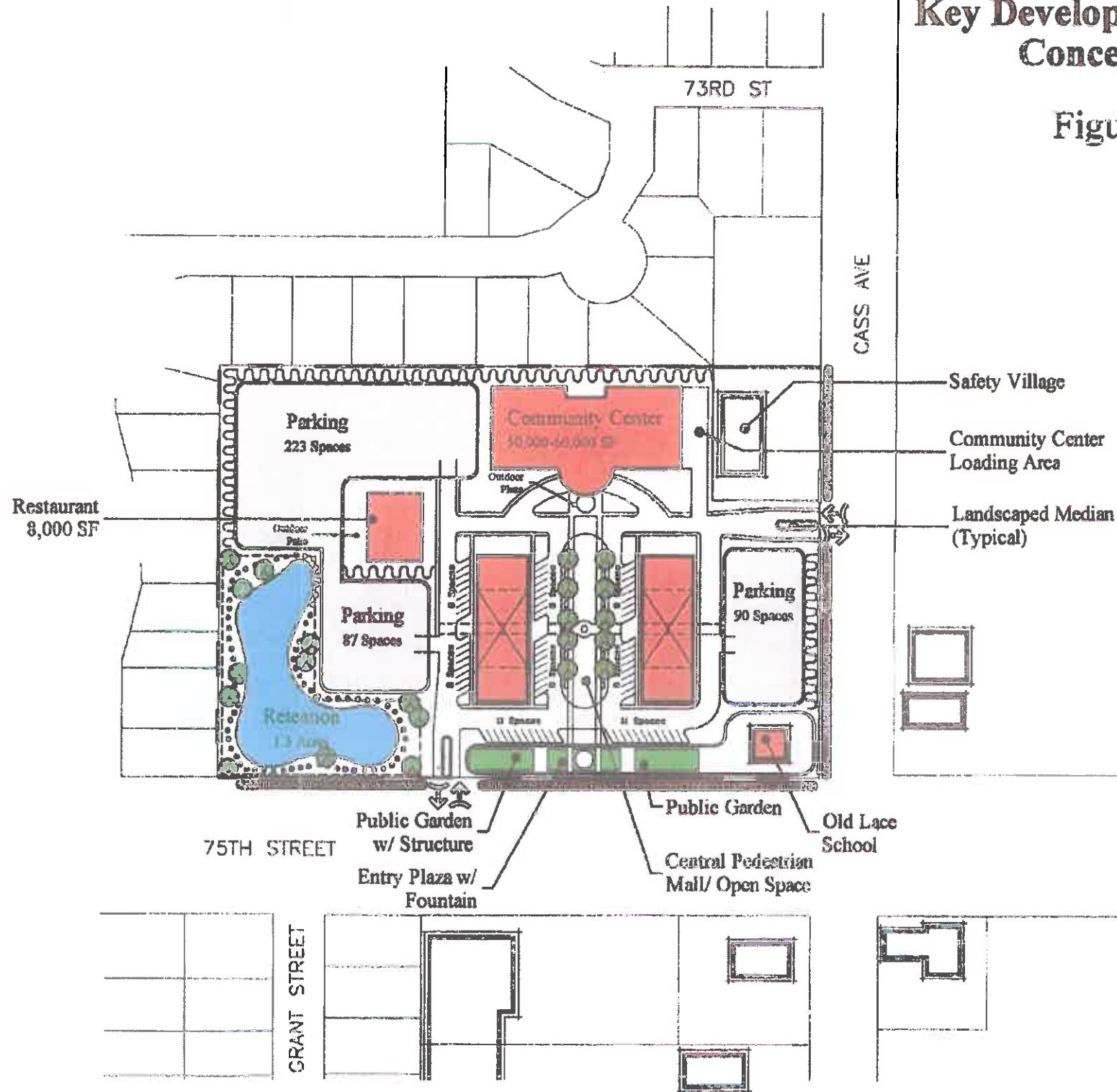
-  Landscaped Buffer
-  Streetscape Enhancement
-  Potential Two-Way Access
-  Proposed One-Story Retail/Office Building
-  Proposed Two-Story Retail/Office Building
-  Existing Commercial Building
-  Proposed Trail

# City of Darien

## Key Development Area #1

### Concept Plan

Figure 4b



**Proposed Land Use:**

A new town center that includes “lifestyle” retail commercial, restaurants, a community center and public open space and plazas.

**Policy Statement:**

As previously indicated in the policy statement prepared for Key Development Area #1, residents of Darien consider the intersection of 75<sup>th</sup> Street and Cass Avenue to be the “town center” or central shopping district of the community. If the 12.5-acre property were to be sold by the District, it could be redeveloped as a town center. This option provides Darien the opportunity to develop its center at a highly visible location that is both convenient and accessible to all residents, while building upon the identity of the 75th Street and Cass Avenue intersection as a major shopping area and the historic center of Darien.

The plan for Darien’s Town Center that is presented as **Figure 4b** has been crafted to meet a variety of community needs and to provide a mix of uses that promote resident interaction. It combines the retail, service, and restaurant uses that are typically associated with the ideal downtown along with the vitality of a community center, outdoor plazas, and a “main street”, approximately one block long, where:

- Residents can gather to shop, conduct business, dine and gather to share news and enjoy one another’s company;
- One and two-story buildings are located along a common green that is landscaped and available for community events (i.e., outdoor concerts, plays, children’s programs, craft fairs, art shows, etc.);

- Buildings are predominantly brick, and relate to one another through color, style, and detailing (i.e., window and door trim, cornices, awnings etc.);
- Buildings are sited at the front lot line and used to frame the street, creating a traditional downtown setting;
- Sidewalks in front of buildings are wide enough (10 feet or more) to allow pedestrians ample room to pass one another, while accommodating outdoor dining, seating areas, street trees, planters, and other street furniture (i.e., bicycle racks, kiosks, trash receptacles, etc.);
- Parking is available at the front of individual businesses for customer convenience; and
- Storefronts are designed with large windows that can be filled with merchandise and changed frequently to attract the customer.

While accommodating the automobile, the town center has been designed for the pedestrian, offering a mix of uses within walking distance of one another. These uses are designed to blend community functions and events with conveniently located recreational/fitness activities and “lifestyle” retail and service uses (i.e., dry cleaners, drug store, bookstore, coffee shop, café, post office, etc.). The mix of uses proposed as part of this center includes:

- The existing Safety Village building and facilities;
- A two-story, 50,000 to 60,000 square-foot, community building designed to serve as a hub for City functions and park district programs and operations, and to

complement the 130,000 square-foot Sportsplex and other parks in Darien;

- One- and two-story retail/office buildings (approximately 45,000 gross square feet of floor area);
- An 8,000 square-foot restaurant; and
- Public greens and activity/festival areas that provide outdoor areas for community functions and which physically and visually link the Historic Old Lace School to other use areas in the town center.

**Implementation/Design Guidelines:**

1. Consider one or more of the following options for financing the purchase and redevelopment of this property:
  - Applying for grants;
  - Seeking out federal and state funds;
  - Soliciting contributions from Darien businesses;
  - Preparing a developers' prospectus for marketing the property;
  - Working with local banks to provide low interest loans;
  - Creating a tax increment financing district;
  - Issuing bonds; and
  - Using retail sales tax revenues to help pay down the debt.
2. Establish a reasonable time frame (two or three years) within which a plan of action is developed and initiated to purchase property and find a developer to

implement the plan. If it is determined that the project is too costly or complex at this time, then:

- Modify the plan so that retail commercial uses replace the proposed community center; and
  - Focus community efforts on implementing the plan for Key Development Area #3. This plan includes the community center as an alternate, in the event the concept for KDA #1a cannot be carried out within a reasonable time frame. Implementation of KDA #3 will ensure that Darien's residents benefit from a project that has a community focus and identity, consistent with some of the objectives of the plan prepared for the proposed town center.
3. Create a design review board whose function will be to review and advise the Planning and Zoning Commission and City Council on site plans and development proposals in the town center. This board could consist of up to five members appointed by the City Council and include:
    - The City Planner;
    - An architect;
    - A Park District Board representative;
    - One or two members from the Planning and Zoning Commission.
  4. Identify an architectural styling that is representative of Darien that will be used for all new buildings constructed on this site. Consider the Midwestern prairie style that has already been used for public buildings in Darien, including the City Hall, the Indian Prairie Library, and the Police and Fire Stations.

5. Create design guidelines that will be applied to all new development that address:
  - Orientation of buildings, ensuring that storefront facades are created for all areas exposed to public view, including those visible to pedestrians and motorists from:
    - The pedestrian mall;
    - 75<sup>th</sup> Street and Cass Avenue; and
    - Parking lots and drive aisles;
  - Architecture, including:
    - Style;
    - Building materials;
    - Roofs (pitch, overhang, material);
    - Color palettes;
    - Massing (one-and two-stories);
    - Required detailing;
    - Treatment of facades exposed to public view (i.e., required glass, entryways and building ornamentation);
  - Signs;
  - Decorative lighting (pedestrian, parking lot and accent lighting);
  - Street furniture (benches, trash containers, tables, etc.).
6. Promote the development of the town center consistent with the concepts presented on **Figure 4b**, so that it includes the following elements:
  - A 50,000 to 60,000 square-foot community center that serves as a visual and functional anchor, and may include:
    - Park District headquarters;
    - School District offices;
    - Chamber of Commerce;
    - Visitor's Center;
    - Meeting rooms;
    - Classrooms for park district programs (including seniors);
    - Day care facilities;
    - Learning center/computer lab;
    - Fitness facility and/or gymnasium;
    - Concessions/Cafeteria;
    - Coffee House;
    - Contract Postal Unit ("mini post office"); and
    - Satellite City offices, where residents can obtain City stickers, pay bills, or conduct other related business;
  - One- and two-story buildings that include approximately 45,000 square feet of floor area for ground-floor retail and service uses, and second-story offices:
    - The buildings should be oriented toward the proposed central pedestrian mall, designed for community functions and events;
    - Uses should cater to the needs of the resident who is attending functions at the community center or conducting business while children or other family members are participating in park district programs or classes. Such uses could include:
      - Dry cleaning;
      - Satellite or branch bank;
      - Card shop;
      - Drug store;
      - Video rental;
      - Bakery;



- Delicatessen;
  - Cafe;
  - Coffee shop;
  - Restaurant;
  - Book store;
  - Hair salon;
  - Florist;
  - Health food store;
  - Gift shop; and
  - Specialty shops (i.e., gourmet foods, wine shop, cigar store);
- Entrances to retail/service/office uses should be provided both from the interior pedestrian mall and from elevations that face parking or drive aisles;
  - Walks that are 10 or more feet wide along stores that face the central pedestrian mall to accommodate outdoor dining, special sales events, and two-way pedestrian traffic;
- A heavily landscaped pedestrian mall and open space area that includes a permanent or movable stage that can be used for such things as:
    - Concerts, festivals and children’s programs;
    - Recreation (i.e., ice skating in the winter months); and
    - Art or craft fairs;
  - A public garden area and pedestrian mall and plaza that physically and visually ties the historic Old Lace School to other use areas in the town center through the creation of formal gardens that include:
    - Structures (i.e., decorative walls, stairs, pergolas, arbors);
    - Amenities such as fountains, planters, benches and sculpture;
    - Decorative brick paver walks;
    - Activity/gathering areas around fountains and plazas;
    - Thematic lighting; and
    - Ornamental plantings (trees, shrubs, grasses and perennials);
  - A quality sit-down restaurant with an enclosed and landscaped outdoor dining area that is oriented and located such that it functions as a visual anchor for individuals entering the town center from Cass Avenue, and helps frame the main entrance from 75<sup>th</sup> Street;
  - A traffic circulation pattern that places parking and drive aisles along both sides of the retail/service/office buildings, offering opportunities for convenient parking and access into businesses;
  - An east/west pedestrian linkage to provide convenient access from parking proposed to be located east and west of the retail/office/service buildings;
  - Pedestrian crosswalks (constructed of decorative pavers) and traffic control where walks extend across streets between the community center, restaurant, retail/service/office buildings and public gardens along 75<sup>th</sup> Street;

- Thematic lighting that relates to the architectural styling selected for buildings in the town center;
  - Enhancement of the public rights-of-way along 75<sup>th</sup> Street and Cass Avenue, by introducing:
    - Brick paver walks;
    - Banners;
    - Street trees (on 30-foot centers);
    - Defined pedestrian entrances into the town center from:
      - Cass Avenue, along the drive south of Safety Village; and
      - 75<sup>th</sup> Street through the public open space and along the main entry drive from this arterial; and
    - Thematic lighting that ties the town center to the remainder of the Darien Marketplace District;
  - Landscape screening of:
    - Parking proposed along Cass Avenue;
    - Buildings and parking sited next to existing residences; and
    - Parking proposed south and west of the restaurant;
  - Parking lots that include islands planted with trees and ornamental grasses or shrubs; and
  - A heavily landscaped retention pond with walking path that serves as a visual focal point and gathering area in addition to retaining storm water runoff.
7. Preserve and enhance the Historic Old Lace School building, by:
    - Maintaining distinguishing, original qualities and character of the building;
    - Restoring deteriorated architectural features, as applicable;
    - Replacing detailing that once existed on this building or adding new detailing that enhances its historical significance.
  8. Capitalize on the historic Old Lace School that exists at the center of Darien and draw people into the area by:
    - Signage;
    - Banners;
    - Enhanced landscaping;
    - Plazas;
    - Permanent exhibits that highlight the history of Darien; and
    - Changing exhibits (i.e., crafts, photographs, school projects, etc.).
  9. Integrate the Safety Village complex into the town center through:
    - Additional landscaping;
    - Theme lighting that blends with the style selected for the town center;
    - Pedestrian linkages to the community center building; and
    - A façade improvement and fence design that relates to the architectural theme established for this key area.

**Key Development Area #2, Retail, Bank and Townhomes**

**Location:**

Former fire station site on the south side of 75<sup>th</sup> Street, west side of Lyman Avenue.

**Estimated Size:**

Approximately 19.20 acres

**Existing Land Use:**

The Plan initially recommended office uses, high quality restaurants, banks and other business, professional service and retail uses that would not substantially add to traffic congestion along 75<sup>th</sup> Street during those times when existing retail uses are operating at their peak. The Plan favored office uses as the best use to meet the stated objectives. The redevelopment plan meets these objectives, by not significantly adding to traffic congestion and creating a retail center with a scale that fulfills neighborhood and community retail and service needs.

The Plan also recommended that any buildings constructed on the site, regardless of use, present an aesthetically styled building façade to help create an attractive gateway into the community. The buildings constructed do meet these objectives.

Since the Plan was adopted in 2002, the site has been redeveloped. Prior to the redevelopment, the site contained the old fire station located along 75<sup>th</sup> Street, a new fire station and electrical substation located towards the southeast corner of the site, a single-family home at the northwest corner of the site and a stormwater management facility to the west of the new fire station.

The single-family home, new fire station and the electrical substation were not included in the redevelopment of the site and remain.

In 2004, construction began on a development plan including retail, bank and townhomes (See Figure 5a). The development consists of three retail buildings with a total of 32,400 square feet, a 3,200 square foot bank with a drive-thru facility and three townhome buildings providing a total of 12 dwelling units off of Abbey Drive. The plan included modifying the 75<sup>th</sup> Street and Lyman Avenue lane intersection, extending Abbey Drive and creating a cul-de-sac and providing a pedestrian link between the retail/bank area of the development with Abbey Drive. The overhead utility lines along Lyman Avenue were buried. The plan included a flood plain map revision to accommodate one of the three townhome buildings. The far southern area of the site contains stormwater control facilities as well as a flood plain compensation area. The stormwater control facility for the fire station, located on Lyman Avenue, remains.

The retail portion of the development is a community-scaled shopping center, as opposed to a regional-scale shopping center similar to the Darien Towne Center shopping center to the east. The retail buildings are currently occupied by a home fitness equipment store, wine shop, coffee shop, cell phone store, vitamin store, residential cabinet retail store, dry cleaner and a couple of eating establishments. The coffee shop occupies a space with a drive-thru facility.

The scale and architectural styling of the retail buildings, the retail space split into three buildings, the varied building setbacks along 75<sup>th</sup> Street, pedestrian plaza and

# City of Darien

## Key Development Area #2

### Concept Plan

Figure 5a

Size: 19.20 Acres  
 Zoning: B-2 and R-3





**Objectives**

- Develop with a non-residential land use
- Minimize Saturday peak hour traffic
- Meet the market demand for office uses
- Make use of the low lying land west of the new fire station
- Consider scale of development and its impact on adjacent residential properties

**Current Uses**

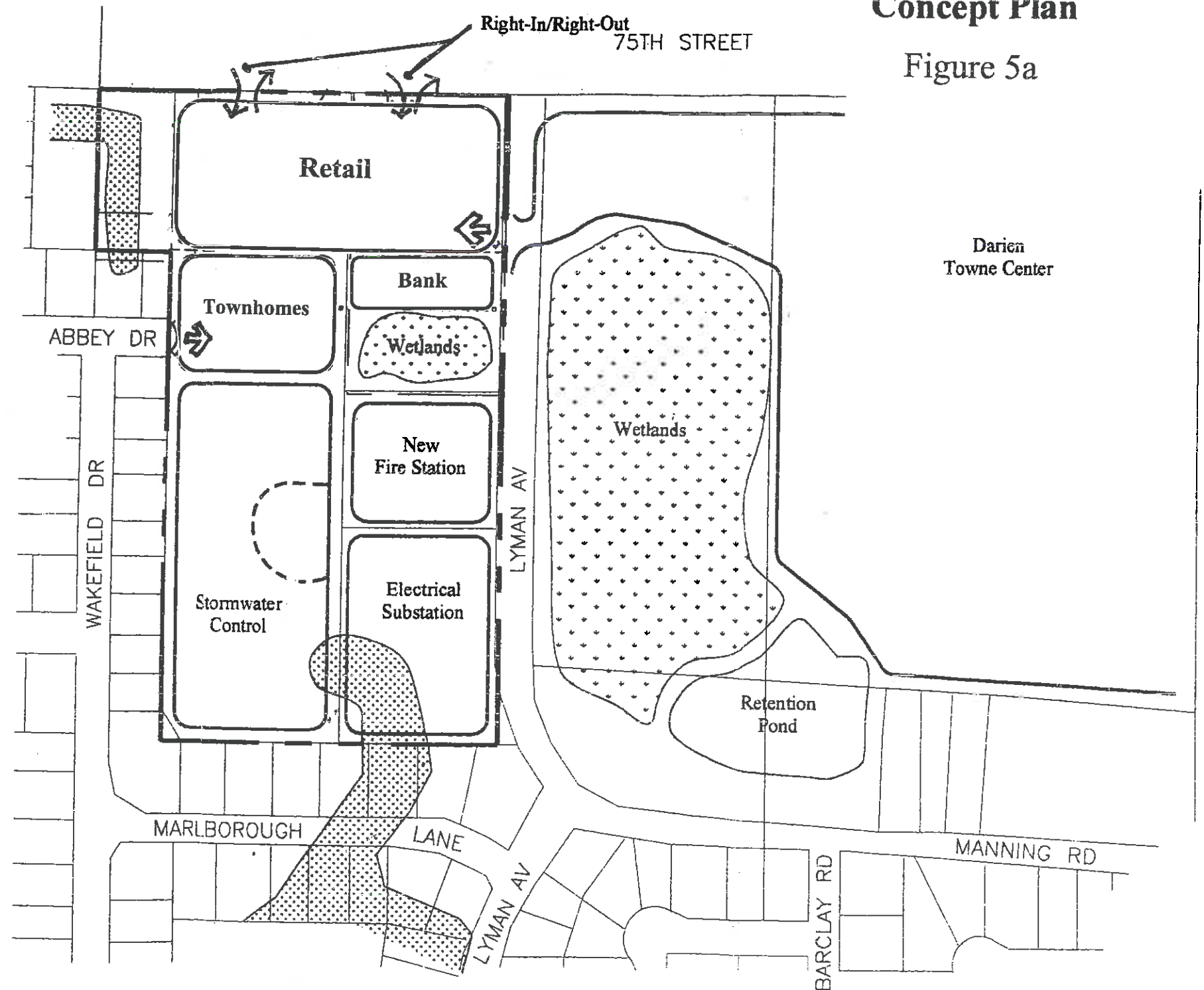
- Retail
  - 32,400 square feet total
  - 3, one-story buildings
  - Full access from Lyman Avenue
  - Restricted access from 75<sup>th</sup> Street
  - Pedestrian access from Abbey Drive
- Bank
  - 3,200 square feet
  - One-story building
  - Full access from the retail portion
  - Restricted access to Lyman Avenue
  - Pedestrian access from Abbey Drive
- Residential
  - Townhomes
  - 3 buildings, 12 units total
  - Access from Abbey Drive
  - Pedestrian access to Retail and Bank

**Legend**

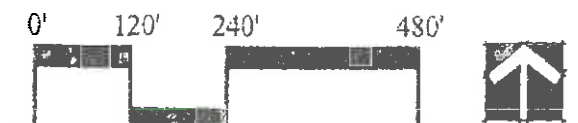
-  Flood Plain
-  Wetlands
-  Existing Residential
-  Potential Access

**Note:**

The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.



402 West Liberty Drive Wheaton, Illinois 60167  
 Ph: 530.668.3788 Fax: 630.668.4125



Date: August 2001  
 Page: 42

generous landscaping throughout the site all help to create a “boutique” retail shopping center feel, instead of the traditional retail strip center where the building is a long, box like structure which tends to create a sterile atmosphere.

The redevelopment plan went through several revisions, which included community meetings with residents, the developer, City officials and City staff, prior to a formal submittal to the City. Even during the formal consideration of the development plan, several revisions were made to address comments raised by residents and the City.

**Implementation/Design Considerations:**

1. Full access to the site from Lyman Avenue was achieved, along with restricted right-in/right-out only access drives from 75<sup>th</sup> Street.
2. Pedestrian access was provided between the retail and bank sites to Abbey Drive, linking the commercial area of the development to the residential neighborhood to the south and west.
3. A 30-foot landscaped parking setback was established along 75<sup>th</sup> Street to screen parked cars and creating an attractive streetscape.
4. Perimeter landscaping was provided around the entire commercial portion of the development, defining the space and creating a separation between the commercial and residential portions of the development.
5. The building heights were limited.
6. Varied architectural styles were used for each of the land use groups. The architectural styles help to create an attractive gateway into the community. Quality building materials were used, such as brick, stone and other masonry materials, creating a permanent appearance.
7. The architectural details were extended to all sides of the buildings.
8. Foundation landscaping was achieved, as well as interior parking lot landscaped islands, softening the pavement associated with off-street parking.
9. Trash enclosures were enclosed with masonry walls matching the respective buildings.
10. Roof-mounted mechanical equipment was screened on all facades visible to the public.
11. A pedestrian link was provided between the retail and bank sites to the surrounding residential neighborhoods to the south and southwest and to the Darien Town Center.

**Key Development Area #3,  
Alternative Community Center Site**

**Location:**

East side of Lemont Road, south of 75<sup>th</sup> Street, between the Forest Preserve property to the north and the townhome subdivision to the south.

**Estimated Size:**

Approximately 11.64 acres

# City of Darien

## Key Development Area #3

### Planning Factors

Figure 6a

Size: 11.64 Acres  
 Zoning: ORI

#### Adjacent Land Uses

- North: Forest Preserve
- South: Townhomes
- East: Forest Preserve
- West: Forest Preserve property and large lot residential






#### Characteristics

- Old farmstead with access from Lemont Road
- Northwest corner of site contains flood plain with possible hydric soils and wetlands
- Hedgerow of trees runs east /west across lower third of property
- Swale runs the length of Lemont Road frontage
- Public access would be limited to Lemont Road
- Difficult to obtain warrants for signal based solely on this land use

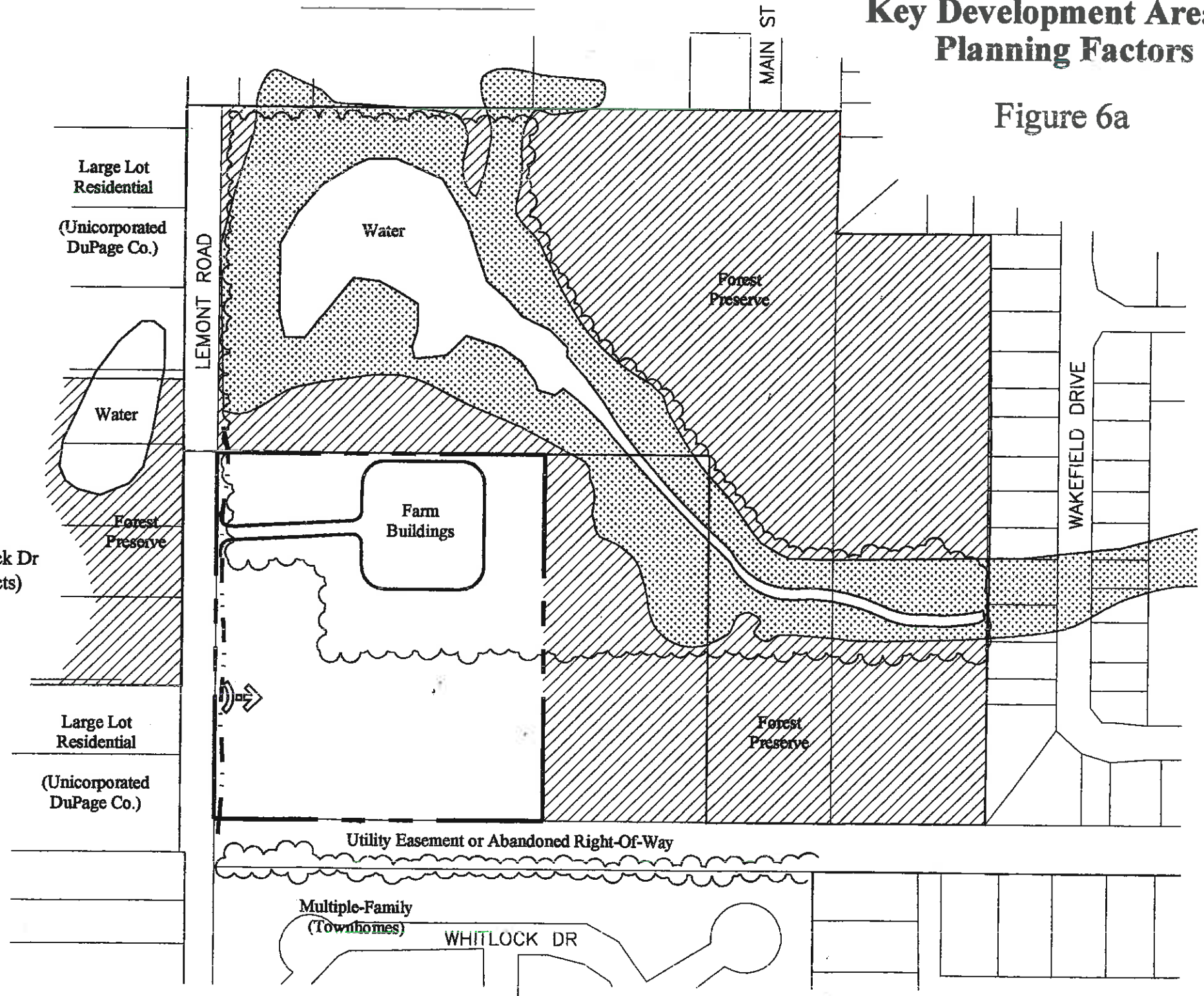
#### Potential Uses

- Single-family residential w/ access from Lemont Rd
- Multiple-family residential w/ access from Lemont Rd and Whitlock Dr
- Senior housing complex (independent living with a range of products)
- Recreation - Community center
- Specialty retail
- Office

#### Legend

-  Forest Preserve
-  Flood Plain
-  Potential Access
-  Existing Hedgerow/Tree Line
-  Swale

**Note:**  
 The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.



**Existing Conditions:**

A portion of the site has several old farm buildings with the remainder of the property currently in agricultural use. The DuPage County Forest Preserve District owns surrounding property to the north, east, and west. A multiple-family townhome development is directly south of the site.

The subject property is within the municipal limits of Darien and zoned ORI (office, research, and light industry). Vacant properties to the west of Lemont Road, within the City of Woodridge are also zoned ORI (office, research, light industry). The site has direct access from Lemont Road (see Figure 6a).

**Proposed Land Use:**

Darien Community Center

**Policy Statement:**

This is an alternative site for the creation of a center that will give Darien identity in the event that the town center proposed for KDA #1a is not initiated within two or three years after the adoption of this Comprehensive Land Use Plan. The mix of uses proposed as part of this concept does not include the retail component proposed for the Lace School property. This is because the property is not suitable for retail development, due to its location. The 11.64-acre parcel is isolated from other retail development, since it is surrounded by open space to the north, east and west and townhomes to the south located approximately ¼ mile south of the retail commercial development that exists along 75<sup>th</sup> Street.

The land uses proposed as part of this plan would provide a forum for year-round public events, festivals, and recreational

opportunities for all residents, and meet the needs of the Darien Park District for additional space. A two-story, 50,000 to 60,000 square-foot community building constructed on this property would essentially include the same uses considered for the town center on the Lace School property:

- Park District headquarters;
- School district administrative offices;
- Chamber of Commerce;
- Visitor's Center;
- Meeting rooms;
- Classrooms for park district programs;
- Day care facilities;
- Learning center/computer labs;
- Fitness facility and/or gymnasium;
- Concession/cafeteria/coffee house; and
- Outdoor plaza.

Other uses could be proposed to provide resident interaction and opportunities for recreation include:

- Outdoor amphitheater, bandshell, and park;
- Outdoor playground, tennis and volleyball courts, and picnic area;
- Trail connections to adjacent Forest Preserve;
- Cabin for day and overnight use by scouts and youth groups; and
- Campsites.

If the town center proposed for Key Development Area #1 occurs within a reasonable time frame and the community center remains a viable part of the proposal for the Lace School parcel, then this 11.64-acre property should be developed with recreational uses that meet the needs of the

# City of Darien

## Key Development Area #3

### Concept Plan

Size: 11.64 Acres  
Zoning: ORI






#### Objectives

- Develop a community center

#### Potential Uses

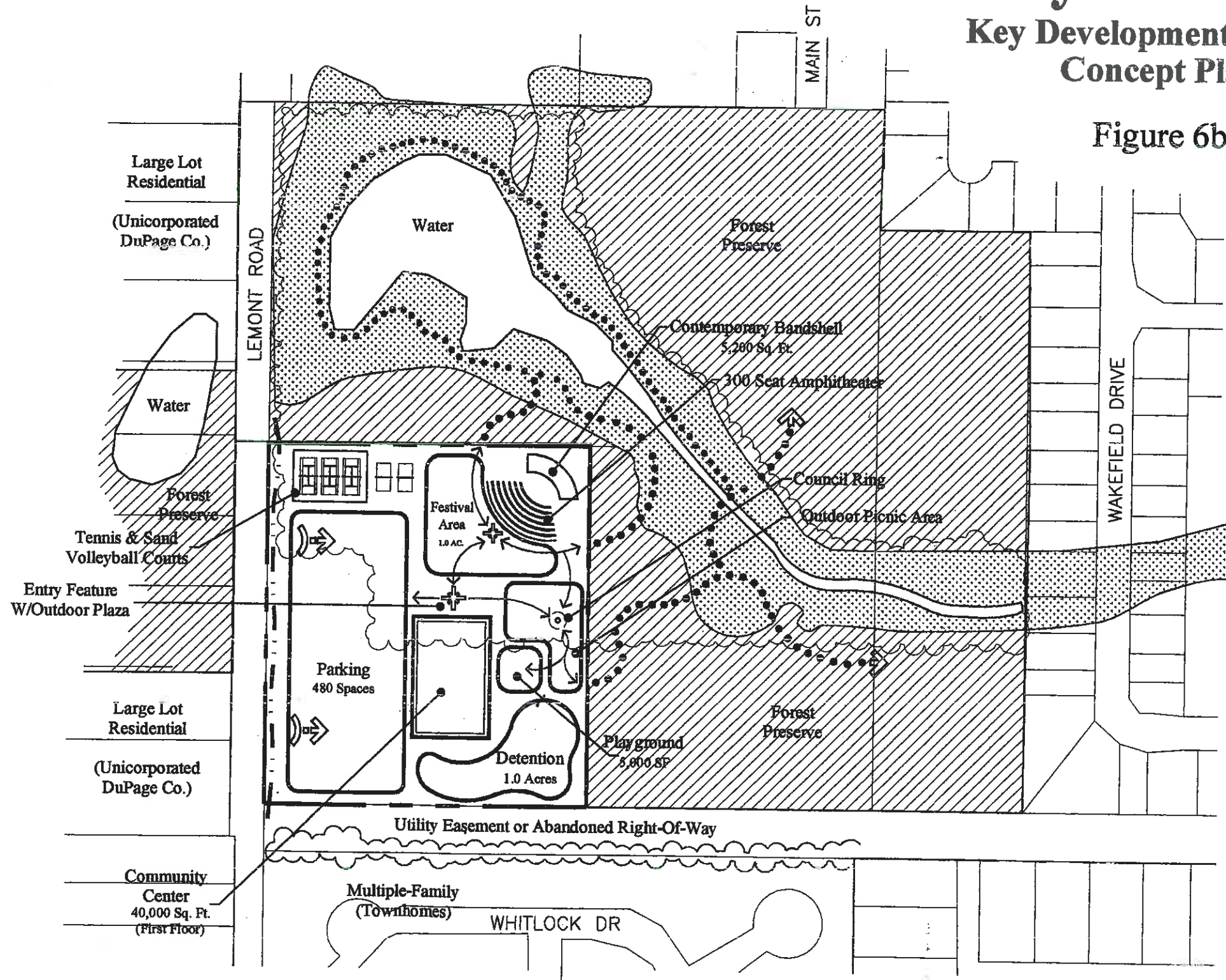
- Community Center
  - Two-story, 50,000-60,000 square-foot facility
  - Darien Visitor's Center
  - Learning center/computer labs
  - Meeting rooms
  - Offices (Chamber of Commerce)
  - Concessions/Cafeteria/Coffee house
  - Fitness facility
  - Gymnasium
  - Outdoor plaza and picnic areas
- Outdoor amphitheater, bandshell and park
- Outdoor play ground and picnic area
- Trail connections to adjacent Forest Preserve

#### Legend

-  Forest Preserve
-  Flood Plain
-  Potential Access
-  Existing Hedgerow/Tree Line
-  Swale
-  Proposed Trail
-  Paved Pedestrian Path

**Note:**  
The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.

Figure 6b





community (see Figure 6b). Such uses could include:

- Ball fields (soccer or baseball, lighted or unlighted);
- Tennis and volleyball courts;
- In-line skating rink;
- Skateboard facilities;
- Creative play areas for children of all ages; or
- Aquatic center.

Developing trails that connect to the adjacent Forest Preserve, and working with the Forest Preserve District and other agencies to provide additional recreational opportunities (such as a cabin and campsites) would only enhance the recreational use of this property. Also, the amphitheater, bandshell and park remain viable alternatives for consideration, since these uses would not be possible in combination with the retail uses proposed as part of the town center on the Lace School property.

The subject site is one of the only remaining vacant properties left in the City. A top priority of the plan is the purchase of this property for future development as either a community center or recreational area for residents of Darien. The proposed site will provide an equal balance of public facilities on the western side of the City with those uses on the east side of the community (i.e., library and the Park District's Sportsplex).

The location of the property allows easy access, convenience and high visibility, as Lemont Road is well traveled and considered a major arterial through the City. The surrounding Forest Preserve and residential neighborhoods beyond provide several

opportunities for developing a pedestrian network that connects the City either to a community center or the recreational uses previously described.

**Implementation/Design Guidelines:**

1. Immediately purchase the 11.64-acre property for public use (either the community center concept presented as Figure 6b or other recreational uses).
2. Enter into an intergovernmental agreement with the Park District, Forest Preserve District (FPD) and the City of Darien for the use and development of this site and surrounding FPD property as a community center. This includes participation in the funding, construction of buildings and other amenities, and the programming and carrying out of activities for Darien's residents.
3. Consider the following options for financing the purchase of this property:
  - Contact CorLands to determine whether or not this agency can purchase this property for use by residents of the City of Darien while other options for funding are identified;
  - Meet with state representatives and apply for state funds.
4. Expand the 11.64-acre site for community use by coordinating the following:
  - Purchase property next to the forest preserve north of the Oldfield Triangle (Key Development Area #6); and
  - Coordinating the exchange of this newly purchased parcel with the Forest Preserve District.

5. Encourage the DuPage County Forest Preserve District to develop surrounding property that connects with this site and relates to the planned uses. This includes the possible development of Forest Preserve District property with picnic shelters, campsites and cabin for use by scouts and other youth groups.
6. Provide a network of pedestrian paths and trails that link together the proposed uses of this site and that provide connections with surrounding Forest Preserve property. This includes the construction of a trail around the lake to the north.

7. Coordinate the location of the design and location of access drives with the DuPage County Division of Transportation. This includes:

- Obtaining approval for the future construction of a signal; and
- Widening Lemont Road to provide turn lanes into the property.

8. Construct a sidewalk along Lemont Road to provide pedestrian access to the site.

9. Adopt the following design guidelines for the development of this property:

- Preserve existing mature trees, wetlands, and other natural features where possible;
- Require the architecture and building materials of the community center facility to relate to the natural elements and character of the site. Encourage the use of brick, stone, and cedar, rather than vinyl or aluminum, which are not as durable and do not relate to the natural character of the site;

- Require landscaping and berming along Lemont Road to screen views of the parking lot from public rights-of-way;
- Establish lighting fixture design criteria and footcandle levels that will eliminate glare and excess illumination; and
- Encourage thematic lighting, banners, and signage that will establish an identity for the site as a community center.

#### Key Development Area #4, Darien Commons

##### Location:

Northwest quadrant Plainfield and Clarendon Hills Roads; Parcels west of Clarendon Hills Road between Plainfield Rd. and 75<sup>th</sup> St.; and properties east of Clarendon Hills Road between Elm and 75<sup>th</sup> Street

##### Existing Conditions:

The area is fully developed with a mix of uses (see **Figure 7**), including:

- Darien Community Park, north of Plainfield Road;
- Animal hospital and gas station at the northwest corner of Plainfield and Clarendon Hills Roads;
- The new Park District Sportsplex Center, south of Plainfield Road and west of Tennessee Drive;

# City of Darien

## Key Development Area #4

### Planning Factors

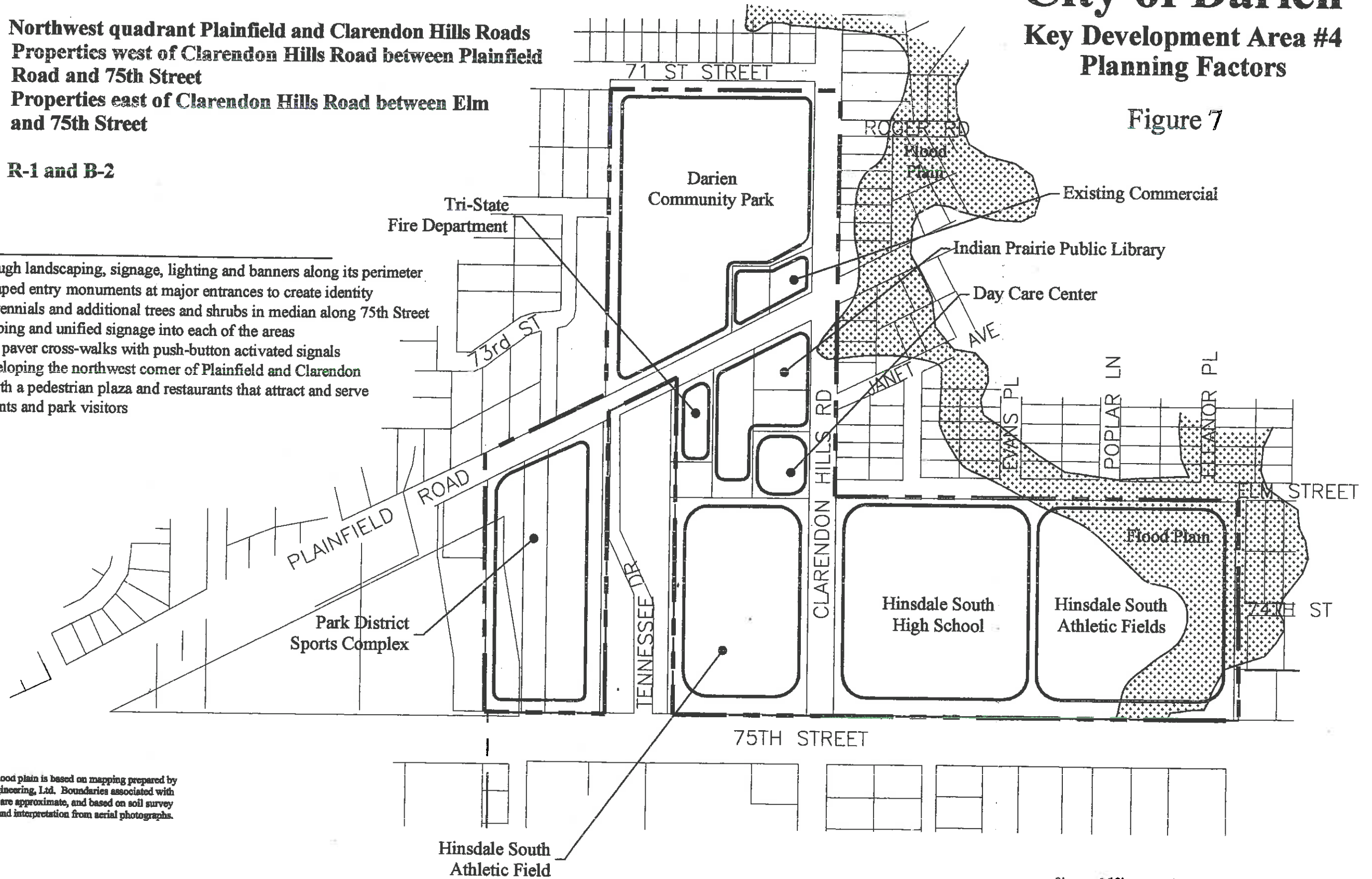
Figure 7

**Location:** Northwest quadrant Plainfield and Clarendon Hills Roads  
 Properties west of Clarendon Hills Road between Plainfield Road and 75th Street  
 Properties east of Clarendon Hills Road between Elm and 75th Street

**Zoning:** R-1 and B-2

#### Potentials

- Unify area through landscaping, signage, lighting and banners along its perimeter
- Provide landscaped entry monuments at major entrances to create identity
- Install color perennials and additional trees and shrubs in median along 75th Street
- Extend landscaping and unified signage into each of the areas
- Construct brick paver cross-walks with push-button activated signals
- Consider redeveloping the northwest corner of Plainfield and Clarendon Hills Road with a pedestrian plaza and restaurants that attract and serve students, parents and park visitors



**Note:**  
 The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.

- Between Plainfield Road and 75<sup>th</sup> Street:
  - Tri-State Fire Department;
  - Indian Prairie Public Library;
  - Day Care Center; and
  - Hinsdale South High School Athletic Field;
- East of Clarendon Hills Road between Elm and 75<sup>th</sup> Streets:
  - Hinsdale South High School; and
  - Hinsdale South Athletic Fields;
- Adjacent single family and multiple family residential uses not included in the key area.

**Proposed Land Use:**

Retain and enhance existing land uses.

**Policy Statement:**

Many residents of Darien consider the intersection of 75<sup>th</sup> Street and Clarendon Hills Road to be one of the two major activity “hubs” of the community (the other is the intersection of 75<sup>th</sup> Street and Cass Avenue, Key Development Area #3). Community Park is located in this quadrant of the City where Darien Fest is held each summer, an attraction that draws more than 30,000 people from the region.

In addition to the park, the Park District Sportsplex, Indian Prairie Public Library and Hinsdale South High School and athletic fields are all located here, each of which draws people for a variety of events and programming. These events and uses reinforce this key area as a center of educational and recreational activity.

Presently, this major corridor does not have any elements that unify the area as an activity

“hub”, nor does it have distinguishing characteristics that give identity specific to Darien. Only one restaurant is within walking distance for gathering before, during, or after events. In addition, festivals and special events are sometimes disruptive and consideration should be given to surrounding residents (i.e. impacts of increased traffic, noise, litter, lights, etc.). In order to enhance this quadrant of the community, an identity should be created for this area that distinguishes it as a major gathering place (educational and recreational) for Darien residents.

**Implementation/Design Guidelines:**

1. Unify the area through landscaping, signage, lighting and banners along its perimeter.
2. Provide landscaped entry monuments at major entrances to this area to create identity.
3. Install colorful perennials and additional trees and shrubs in median along 75<sup>th</sup> Street.
4. Extend landscaping and unified signage into each of the areas.
5. Construct brick paver crosswalks with push-button activated signals.
6. Consider redeveloping the northwest corner of Plainfield and Clarendon Hills Road with a pedestrian plaza and restaurants (i.e., ice cream shop, pizza parlor, and coffee shop) that attract and serve students, parents, and visitors of the park.

## Key Development Area #5, Business and Office Park

### Location:

South of Interstate 55, between the Darien Public Works facility and the trucking company to the west, and large-lot residential uses to the east.

### Estimated Size:

Approximately 94 acres.

### Existing Conditions:

The site is located adjacent to Interstate 55, which provides good visibility and access from the existing frontage road. Part of the site is within the jurisdiction of DuPage County and is zoned R-1. A variety of land uses exist on site, including: small, older single-family homes on large lots; new residential, custom estate homes; the Little Bird Horse Farm; Darien Public Works facility; a trucking company; and extensive natural features including, Sawmill Creek, flood plain, and woodlands (see Figure 8a).

### Proposed Land Use:

Business and Office Park and Single-Family Residential

### Policy Statement:

This key area is well suited for a combination of uses that have visibility and access from I-55, as well as single-family homes that serve as an extension of this existing land use south and east of the subject area (see Figure 8b). Sawmill Creek and its associated floodplain provide a logical boundary between the planned residential and non-residential land uses on this property, and preservation of

existing trees will provide screening between the two different land uses.

The area designated as an office and business park should be developed as a planned unit development with an overall set of controls for architecture, landscaping, signage, and lighting. The western end of the site may include more intensive uses, such as warehousing, service distribution centers, and light manufacturing. The eastern portion of the site could be developed with less intensive uses, such as low-rise office buildings, rather than warehouse distribution that requires large, paved areas for loading.

A logical hierarchy of streets should be developed to serve businesses in this key area. The number of access points along the frontage road should be minimized to maintain the efficiency and operational safety of this road, which serves both residential and non-residential land uses.

The area south of the creek that has been planned for single-family homes should be developed in a manner that is compatible with existing residences, with respect to lot area, floor area, architectural design, and maintenance of the rural character that typifies the development pattern in this area. Access to these homes should be from 87<sup>th</sup> Street.

As the entire site is developed, emphasis should be placed on the preservation of natural and environmental features on the property. Sawmill Creek, which meanders through the area from the northwest to the southeast, should be preserved as a natural amenity and focal point of any new development. Wooded floodplain should be preserved, where possible, to enhance the aesthetics of the area. New development should also be sensitive to and respect existing uses, including estate homes and the horse farm, until such time they are redeveloped.

# City of Darien

## Key Development Area #5

### Planning Factors

**Size:** 94.10 Acres  
**Zoning:** Unincorporated DuPage County and I-1

**Adjacent Land Uses**

- North: I-55, commercial (Public Storage) and townhomes
- South: Vacant and large lot residences
- East: Large lot residences
- West: Heavy commercial (trucking company)

**Characteristics**

- Good visibility from I-55, and access from existing frontage road
- Existing access is from Leonard and Western Avenue
- Majority of single-family homes along frontage road are "for sale"
- Single-family homes also exist along Western Avenue
- Little Bird Horse Farm is improved with horse corrals and stables
- Real estate signs along frontage road identify the area for:
  - Single-family homes (12.42 acres)
  - Estate residential (Oxford Estates, 8 custom homes on wooded lots)
  - Office/warehouse (Oxford Park)
- 87th Street could provide access from the south to newly constructed residences
- Sawmill Creek meanders through sub area from northeast to southwest
- Unnamed tributary ties into Sawmill Creek at northwest corner
- Extensive flood plain and hydric soils are associated with this entire drainage system
- Wooded flood plain occupies the eastern two-thirds of the site
- Sawmill Creek is channelized and more open on the west end of the subarea
- Areas outside the flood plain boundary generally appear to be developable
- Bridge over Sawmill Creek provides access to the Little Bird Horse Farm and corrals

**Potential Uses**

- Low-rise office park, designed to maximize preservation of existing resources
- Large Lot residential

**Legend**

-  Forest Preserve
-  Flood Plain
-  Wetlands
-  Potential Access
-  Existing Hedgerow/Tree Line
-  Existing Residence

**Note:**  
 The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.

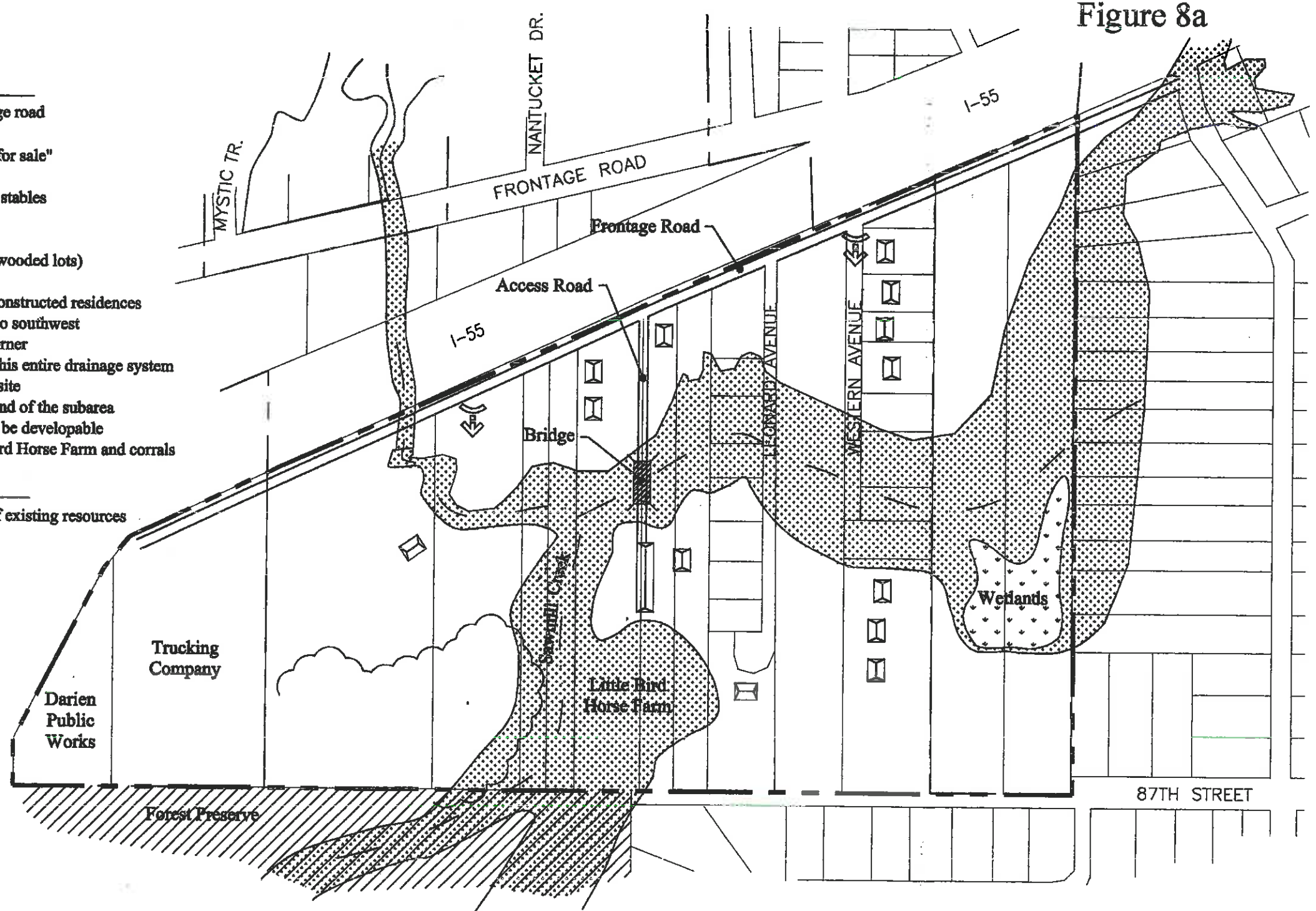


Figure 8a

# City of Darien

## Key Development Area #5

### Concept Plan

**Size:** 94.1 Acres  
**Zoning:** Unincorporated DuPage County and I-1

#### Objectives

- Meet the market demand for office/warehouse/distribution uses
- Meet the market demand for office uses
- Provide an area for estate residential

#### Potential Uses

- **Business Park**  
 320,000 square feet of office/warehouse/distribution  
 From one to four buildings  
 Assumes 0.4 FAR and maximum 70% impervious surfaces
- **Office Park**  
 300,000 square feet of two- to three-story office buildings  
 Outdoor plazas and trails
- **Single-Family Residential**  
 Approximately 50 homes on lots that are + 20,000 square feet in size  
 Provide access from 87th Street  
 Maintain forested floodplain to buffer residences from adjacent land uses to the north and west

#### Legend

-  Forest Preserve
-  Flood Plain
-  Wetlands
-  Potential Access
-  Existing Hedgerow/Tree Line
-  Existing Residence

**Note:**  
 The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.

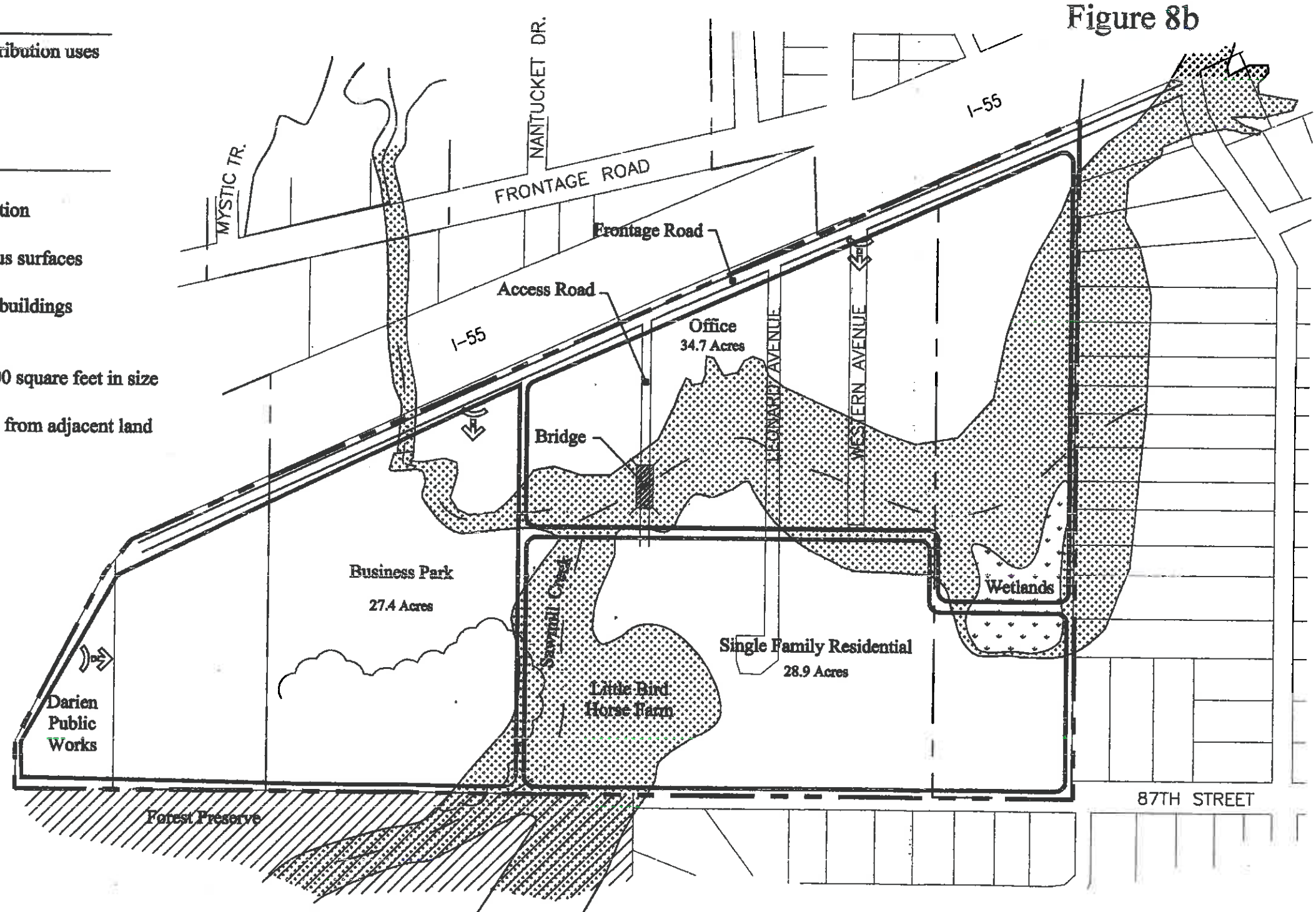


Figure 8b

**Implementation/Design Guidelines:**

1. Promote the development of the non-residential land uses proposed for this key development area as a planned unit development with an overall set of controls designed to create a campus-like setting.
2. Establish a network of streets throughout the office and business park developments that have access from the frontage road, and which enable efficient traffic flow between these two use areas.
3. Require a minimum forty (40)-foot front and corner yard building and parking setback for landscaping, berming and signage along interior streets, and minimum 75-foot setbacks for non-residential development planned along the frontage road.
4. Preserve a greenway along Sawmill Creek in order to preserve existing stands of trees and vegetation. This will provide a natural buffer between existing homes and new development.
5. Require office and warehouse/distribution buildings to be constructed of brick; pre-cast concrete; architectural steel and glass; or other similar permanent, durable material.
6. Incorporate unified sign standards for site identification and tenant signage that control the size, style, materials and illumination of all signs.
7. Require foundation plantings and interior parking lot landscaping to break up long building facades and large expanses of pavement associated with off-street parking and off-street loading zones.
8. Screen all roof-mounted mechanical equipment on all facades that are visible to the public, by the design of the roof structure or extension of the parapet walls.
9. Adopt a standard for street and parking lot lighting that will be carried through the entire park. This will help unify the development; Screen all outdoor storage and loading areas from public view with berms, walls, fences, or landscaping, in order to achieve a year-round opacity of 75 percent.
10. Place trash inside the building, or enclose trash receptacles and compactors with masonry walls designed to match the primary building. Such enclosures should be equal to or taller than the tallest trash bin proposed for use.
11. Require the installation of curb and gutter to improve stormwater management, maintenance, and aesthetics.
12. Encourage pedestrian spaces, such as small plazas with shelters, benches, and tables, for employees to gather, and provide a pathway network linking such spaces throughout the park.
13. Preserve existing mature trees, wetlands, and other natural features where possible and integrate all new development, whether residential or non-residential, within the existing landscape.
14. Use the floodplain forest along Sawmill Creek as a natural buffer between planned residential and non-residential land uses, and supplement trees and shrubs in sufficient quantities to screen parking and office buildings from future residences.



15. Promote the use of the environmental corridor (floodplain and wetlands) that runs through this key area as a pedestrian trail that provides a link between residential properties to the south and east and the existing Waterfall Glen Forest Preserve. Provide access to this trail from the frontage road and from 87<sup>th</sup> Street.
16. Develop the area south of Sawmill Creek with single-family homes.
17. Provide access to this residential area from 87<sup>th</sup> Street.
18. Encourage the use of quality materials (such as wood, stone, and brick) for new home construction, so that new development is consistent with the adjacent subdivision.

### Key Development Area #6, Oldfield Triangle

#### Location:

Southwest corner of the City, north of Interstate 55 and east of Lemont Road.

#### Estimated Size:

Approximately 72.90 acres.

#### Existing Conditions:

This key area is adjacent to both Interstate 55 and Lemont Road and has excellent visibility from this major corridor. The subject property is within the municipal limits of the City and is zoned R-1 (Single-Family Residence District) and B-3 (General Business District). The Oldfield Oaks Forest Preserve surrounds the northern portion of the site. A variety of land uses exist on site, including: small, older single-family homes on large lots; active farm

fields; commercial uses (i.e. Shell gas station); and natural features including, an excavated lake, flood plain, and mature trees (see Figure 9a).

#### Proposed Land Uses:

- Hotel/Conference Center;
- Specialty Retail/Restaurant;
- Multiple-Family Condominiums; and
- Office Park.

#### Policy Statement:

The Oldfield Triangle site provides the City with a long-range reserve of developable land for a mix of uses. A variety of economic development opportunities lend themselves to this site which would capitalize on the area's proximity to Interstate 55. Planned uses, which include a hotel and conference center, specialty retail, condominiums, and offices will increase the City's tax base through a variety of revenue generators, including: local sales taxes; a hotel tax; and property taxes. Due to the scale of development planned for this site, individual uses were planned so that they may be developed in logical phases. In addition, two options for parking lots intended to provide access and parking for the Forest Preserve have been accommodated in the concept plans (see Figure 9b and 9c).

An office park is planned to anchor the southwest corner of the site. This portion of the site is considered prime land for office uses because of excellent visibility, convenience, and proximity to highway interchanges. The buildings are intended to be low-rise in character, not to exceed three stories.

A hotel and conference center is planned for the northernmost portion of the property, next to the forest preserve. This use complements the office uses planned for this location, as

**Size:** 72.90 Acres  
**Zoning:** R-1 and B-3

**Adjacent Land Uses**

North: Forest preserve  
 South: Mixed use PUD  
 East: Single-family residences  
 West: Large lot residential







**Characteristics**

- Excellent visibility from both I-55 and Lemont Road
- Old farmstead at north end has access from Lemont Road
- Sub area is higher than the northbound traffic lanes along Lemont Road
- Access to frontage road exists from Lemont Road at Timber Trails
- Large lot residences, many of which are for sale, exist along frontage road
- Commercial uses are at north end of frontage road
- Excavated lake occupies southeast corner of sub area
- Hydric soils encompass northern edge of lake and a small area west of Kerry Lane (extended)
- Flood plain surrounds lake
- Tree line extends east/west across sub area, north of floodplain
- Remainder of sub area has been, or is being farmed
- Remainder of sub area is developable

**Potential Uses**

- Town center (mix of retail, residential and recreational uses)
- Hotel/conference center and retail
- Office park

**Legend**

-  Forest Preserve
-  Flood Plain
-  Hydric Soils
-  Potential Access
-  Existing Hedgerow/Tree Line
-  Existing Residence

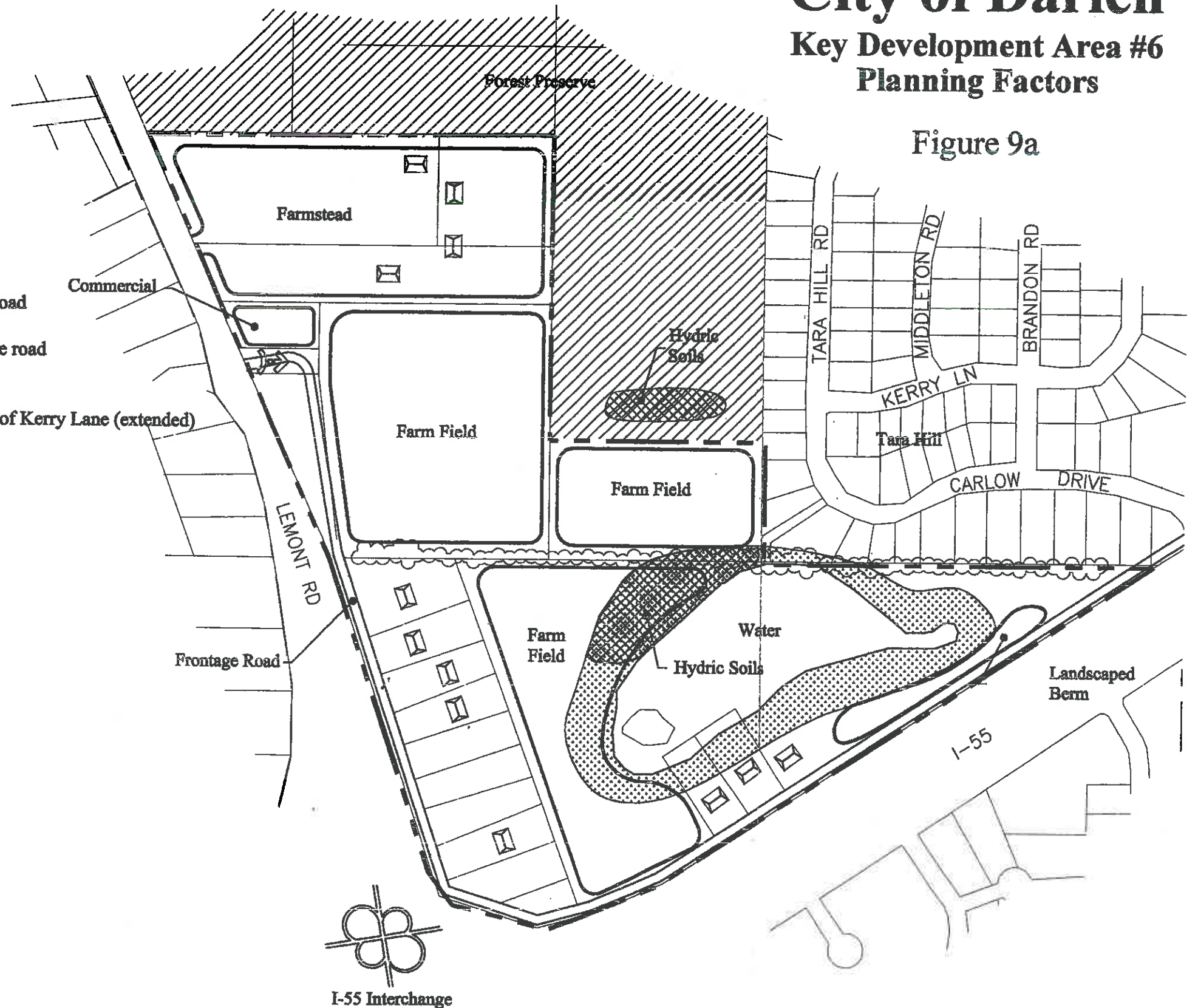
**Note:**  
 The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.

# City of Darien

## Key Development Area #6

### Planning Factors

Figure 9a



# City of Darien

## Key Development Area #6

### Concept Plan

Figure 9b

**Size:** 72.90 Acres  
**Zoning:** R-1 and B-3

#### Objectives

- Create a mixed use development that:
- Increases Darien's tax base
  - Capitalizes on the area's proximity to I-55
  - Can be developed in logical phases

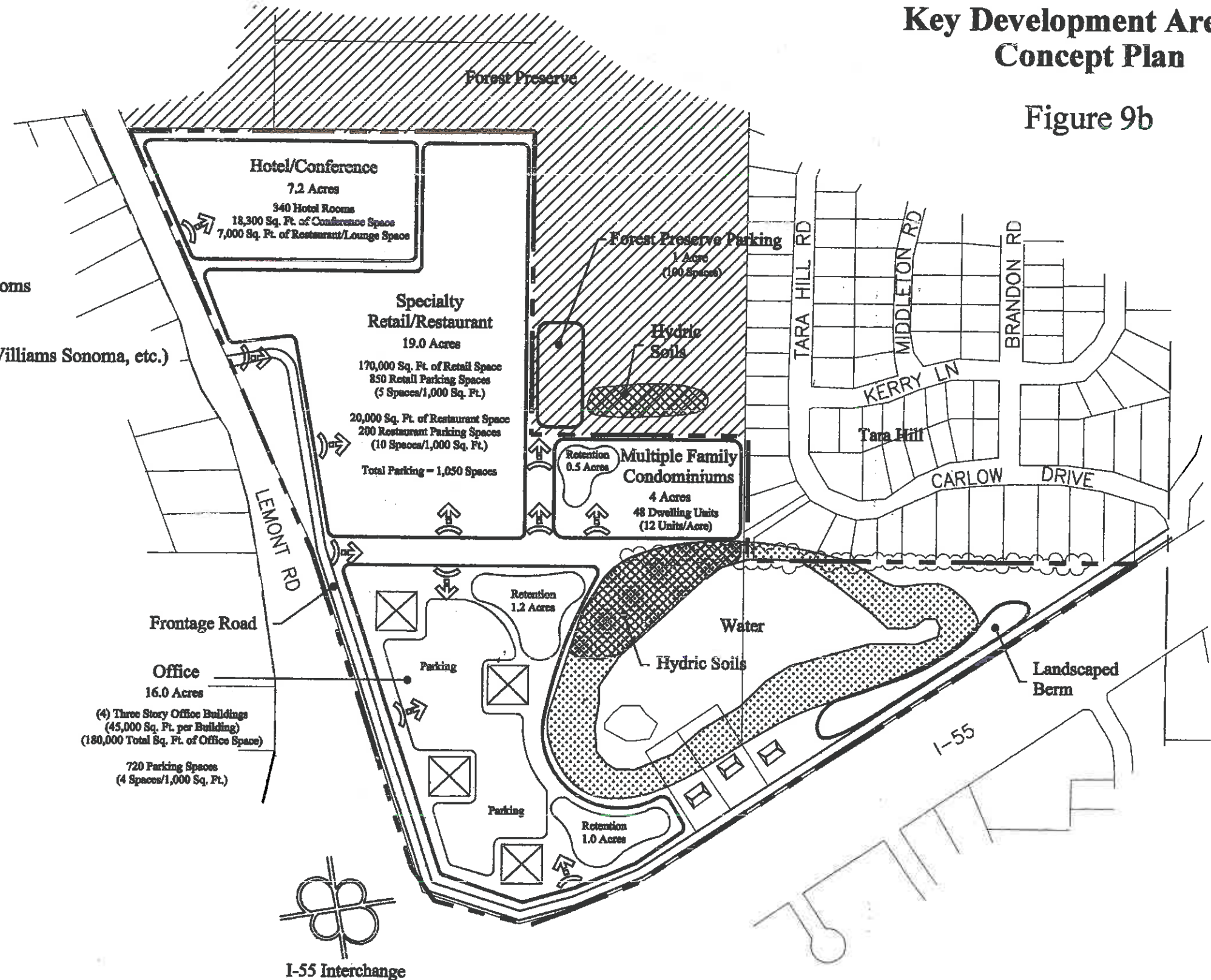
#### Potential Uses

- Ten to Twelve-Story Hotel/Conference Center**
  - 340 rooms
  - 18,300 square feet of conference space/meeting rooms
  - 7,000 square feet of restaurant/lounge
- Speciality Retail/Restaurant**
  - 170,000 square feet of speciality retail (i.e. Gap, Williams Sonoma, etc.)
  - 20,000 square feet of restaurant (three restaurants)
  - Outdoor plazas for events
- Multiple-Family Condominiums**
  - 48 units/ two- or three- story buildings
  - 12 units per gross acre
  - Enclosed garages (attached and detached)
  - Recreation center/clubhouse
- Office Park**
  - Four, three-story office buildings
  - 180,000 square feet of floor area (total)

#### Legend

-  Forest Preserve
-  Flood Plain
-  Hydric Soils
-  Potential Access
-  Existing Hedgerow/Tree Line
-  Existing Residence

**Note:**  
 The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.



**Size: 72.90 Acres**  
**Zoning: R-1 and B-3**







**Objectives**

- Create a mixed use development that:
- Increases Darien's tax base
  - Capitalizes on the area's proximity to I-55
  - Can be developed in logical phases

**Potential Uses**

- Ten to Twelve-Story Hotel/Conference Center
  - 340 rooms
  - 18,300 square feet of conference space/meeting rooms
  - 7,000 square feet of restaurant/lounge
- Speciality Retail/Restaurant
  - 170,000 square feet of speciality retail (i.e. Gap, Williams Sonoma, etc.)
  - 20,000 square feet of restaurant (three restaurants)
  - Outdoor plazas for events
- Multiple-Family Condominiums
  - 54 units/ two- or three- story buildings
  - 12 units per gross acre
  - Enclosed garages (attached and detached)
  - Recreation center/clubhouse
- Office Park
  - Four, three-story office buildings
  - 180,000 square feet of floor area (total)

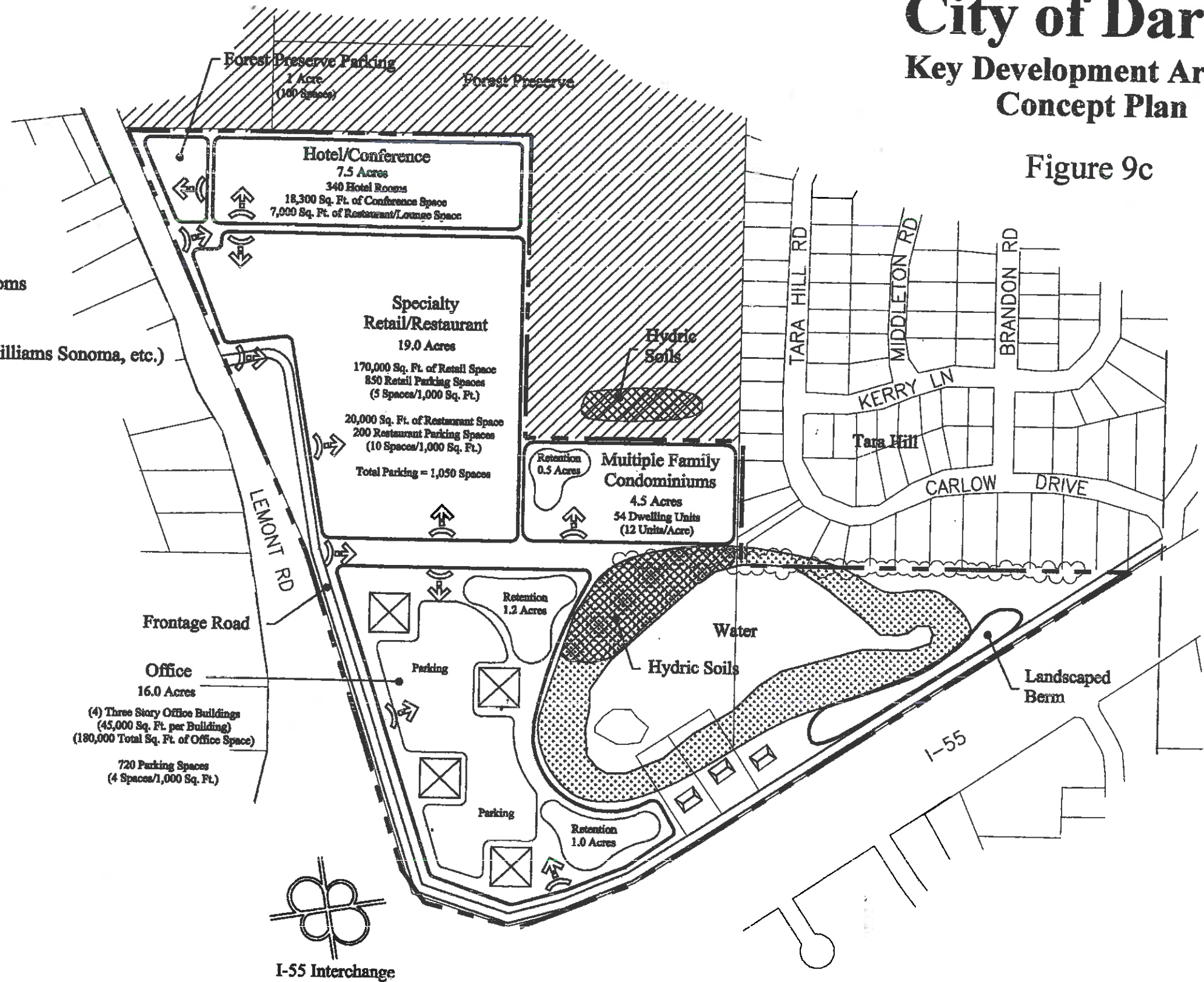
**Legend**

-  Forest Preserve
-  Flood Plain
-  Hydric Soils
-  Potential Access
-  Existing Hedgerow/Tree Line
-  Existing Residence

**Note:**  
 The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.

**City of Darien**  
**Key Development Area #6**  
**Concept Plan**

Figure 9c



402 West Liberty Drive Wheaton, Illinois 60187  
 Ph: 630.688.3788 Fax: 630.688.4125

well as, those planned for south of Interstate 55, by providing meeting spaces, lodging and restaurants with convenient access to I- 55 and I-355. A 10 to 12-story facility is envisioned for the area.

A specialty retail/restaurant center is planned for the middle portion of the site, which will serve the office, hotel, and residential components of the key development area. The retail center will also attract residents of Darien and surrounding communities, due to the planned uses and accessibility from Interstate 55. Also, multiple-family condominiums are planned for the eastern portion of the site to provide a transition between existing single-family homes to the east, and to support planned commercial uses. Residential units should be two-three stories in height, with a density not to exceed 12 units per acre.

#### **Implementation/Design Guidelines:**

1. Work with the DuPage County Division of Transportation to:
  - Define logical points of access into the property;
  - Identify transportation improvements that will be required along Lemont Road and the existing frontage road to serve planned development, based on projected trip generation and traffic; and
  - Determine logical locations for signalization.
2. Cooperate with the DuPage County Forest Preserve District in order to provide parking and access to the forest preserve property as shown on the concept plans (Figures 9b and 9c).
3. Create a logical street network that includes a collector road, with landscaped boulevard, throughout the area that provides access to individual use areas.
4. Prepare a developer prospectus that can be used to market the mix of uses in this property. Include:
  - Identification of properties that are currently “for sale”;
  - A concept site and phasing plan;
  - Demographics that support the development proposals;
  - Design standards;
  - Infrastructure that exists to serve planned land uses;
  - A description of the City’s zoning and site plan review process; and
  - Financial incentives that may be considered by Darien to implement the plan.
5. Create a unified, campus-style atmosphere for all buildings in this development:
  - Require new buildings to be of the same architectural style and character. This will unify all land uses within the entire development, and create an identity for this area unique to Darien;
  - Require buildings to be constructed predominantly of brick, which is durable and requires minimal maintenance;
  - Discourage the use of brightly colored materials or surfaces;

- Install thematic lighting along public rights-of-way and in parking lots. Encourage the display of colorful banners from these poles;
  - Landscape public rights-of-way with shade trees spaced 30 feet on center;
  - Highlight entrances to each development area with landscaping and masonry monument signs that will identify individual land uses;
  - Install high-branched shade trees and low-growing shrubs or perennials in parking lot islands. Require such islands to be installed at a ratio of one per each 30 parking spaces; and
  - Develop guidelines for signs to ensure that they are compatible in size, color, and shape with the building design of each development.
6. Require condominium buildings to be constructed primarily of masonry materials. Where siding is proposed, require cedar or an acceptable cedar substitute (such as Hardiplank).
  7. Require landscape screening between adjacent residential and non-residential uses that consists of a minimum 50-foot bermed, bufferyard, planted with a mix of evergreen, deciduous, ornamental trees and shrubs.
  8. Promote the introduction of 40-foot or more landscaped perimeter yards, with three- to four-foot tall berms along Lemont Road. Berms should be planted with a combination of deciduous, ornamental, and evergreen trees and shrubs to provide seasonal color and interest, screen views of parked cars, and create a distinctive entry to the key development area.
  9. Require a 50-foot building setback adjacent to Forest Preserve property in order to allow fire access and additional green space separation.
  10. Require five-foot wide sidewalks to be constructed along both sides of future street rights-of-way in order to provide access between planned uses for this area.
  11. Reduce visual clutter by limiting the number of signs within each development area:
    - Encourage the consolidation of business identification on monument signs in the office park; and
    - Limit the number of signs requested for individual retail commercial businesses to one wall-mounted sign, rather than individual monument signs.
  12. Encourage pedestrian spaces, such as small plazas with shelters, benches, and tables for gathering, and provide a pathway network linking such spaces throughout the park.
  13. Divide parking areas into smaller lots, separated by buildings, walkways, and landscaping, to reduce the visual impact of these areas and encourage shared parking between different uses.
  14. Screen all roof-mounted mechanical equipment on all facades that are visible to the public, by the design of the roof structure or extension of the parapet walls.
  15. Screen all outdoor storage and service areas from public view with berms, walls,

fences, or landscaping, in order to achieve a year-round opacity of 75 percent.

16. Place trash inside the building, or enclose trash receptacles and compactors with masonry walls designed to match the primary building. Such enclosures should be equal to or taller than the tallest trash bin proposed for use.
17. Require existing billboards on the property be removed as a condition of approving new development at this key development area.
18. Prepare a development handbook specifically regulating design standards for this key development area and require developers to conform to its standards.

### **Key Development Area #7, Senior Housing**

#### **Location:**

Southwest corner of Lemont Road and 87<sup>th</sup> Street.

#### **Estimated Size:**

23.0 Acres.

#### **Existing Conditions:**

The site currently contains older, single-family homes on large lots with individual access drives. A nursery/ yard ornament business is located at the northeast corner of the key development area. The site is conveniently located at the signalized intersection of Lemont Road and 87<sup>th</sup> Street, with excellent visibility and access. Environmental features are prominent on a large portion of the site, including wetlands, hydric soils, and a mature stand of trees (see Figure 10a). The Oldfield

Oaks Forest Preserve is located directly east of the site.

#### **Proposed Land Use:**

Senior housing, both assisted and independent living

#### **Policy Statement:**

It is recognized that there is a lack of senior housing in the community, which may require many seniors to relocate outside of Darien. Therefore, this key area should be developed as senior housing in order to serve the community's aging population and allow senior residents to remain in Darien (see Figure 10b).

New senior housing development should include single-story duplexes for independent living and a multiple-story complex that has both independent and assisted care facilities. Aesthetically styled buildings that are heavily landscaped with community open spaces, or greens would create a neighborhood feel and provide an attractive gateway into the western quadrant of the City. Development at this location will benefit from proximity to future commercial uses near the intersection of Plainfield and Lemont Roads and also at the Oldfield Triangle property.

#### **Implementation/Design Guidelines:**

1. Provide full access to the senior housing development from 87<sup>th</sup> Street and Lemont Road.
2. Encourage public transportation to service new development at this location.
3. Establish a landscaped buffer along 87<sup>th</sup> Street and Lemont Road to separate residential uses from arterial

**Size: 23.00 Acres**  
**Zoning: R-1**

# City of Darien

## Key Development Area #7

### Planning Factors

#### Adjacent Land Uses

- North: Single Family residential and commercial
- South: Large lot residential
- East: Forest preserve
- West: Institutional (Lutheran Child and Family Services)

#### Characteristics

- Intersection of Lemont Road and 87th Street is signalized
- High visibility and good access from 87th Street (opposite Meadow Lane)
- Developed with single-family homes on large lots with individual access drives
- Nursery/yard ornament business occupies northeast corner of sub area
- 600 foot depth of parcels allows retail development
- Wetlands and hydric soils appear to occupy much of this sub area
- Trees extend from southwest corner of site and continue northeast along edge of wetland soils, marking developed from undeveloped portions of sub area

#### Potential Uses

- Convenience retail at northeast corner
- Child care center
- Park
- Institutional (i.e., church)
- Multiple-family townhomes
- Senior Housing

#### Legend

-  Forest Preserve
-  Wetland
-  Hydric Soils
-  Potential Access
-  Existing Hedgerow/Tree Line
-  Existing Residence

**Note:**

The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.

Figure 10a





# City of Darien

## Key Development Area #7

### Concept Plan

**Size:** 23.00 Acres  
**Zoning:** R-1

#### Objectives

- Create a multiple-care senior housing development, including both independent and assisted living facilities

#### Potential Uses

##### Senior Housing Development

- Three story, 64,800 square foot assisted and independent living complex
- 35 units of one-story duplexes (independent living)
- Outdoor gardens, activity areas and open space
- Landscape screening along 87th Street and Lemont Road

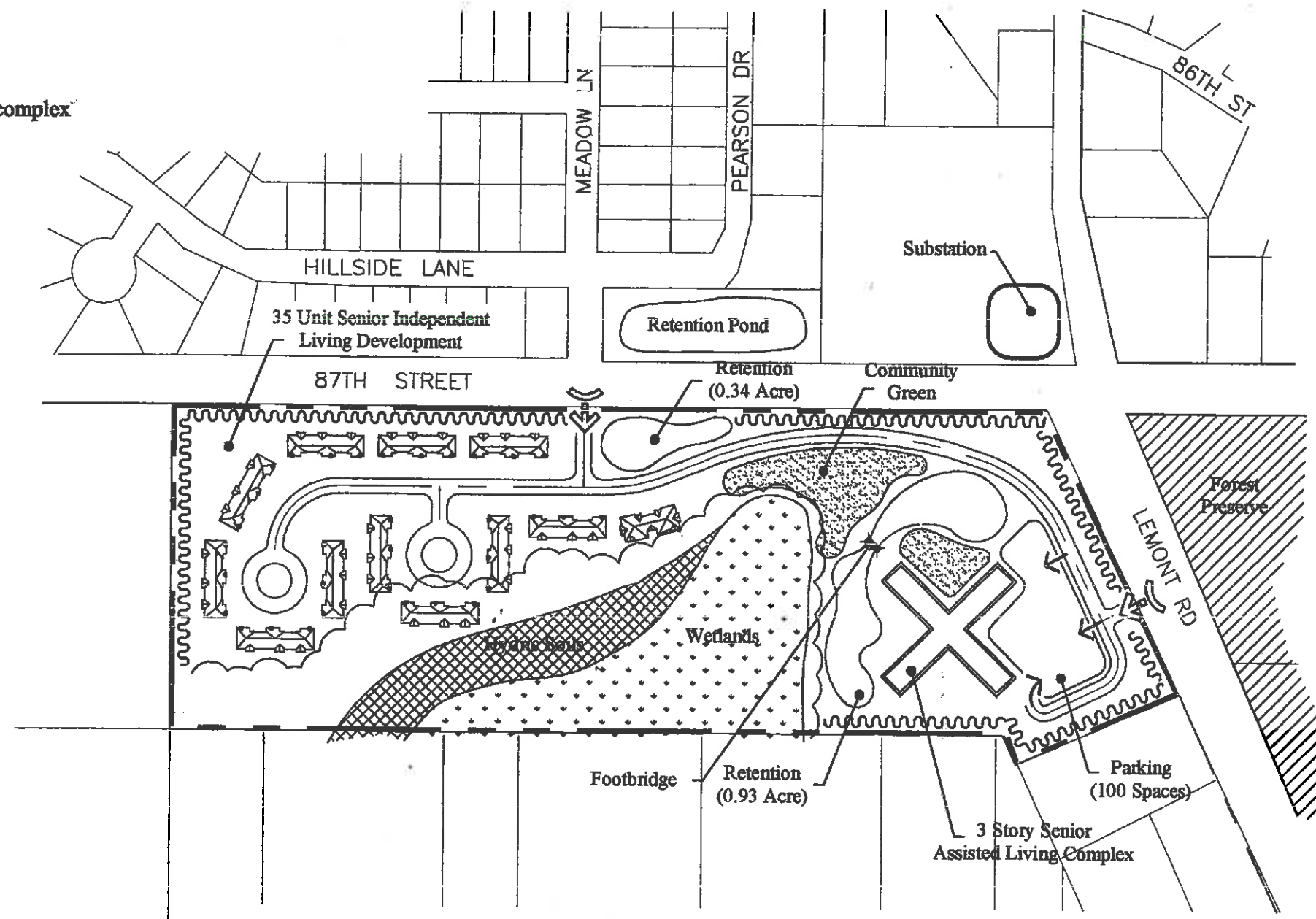
Figure 10b

#### Legend

-  Forest Preserve
-  Wetland
-  Hydric Soils
-  Potential Access
-  Existing Hedgerow/Tree Line
-  3 Unit Building
-  2 Unit Building
-  Proposed Landscape Buffer

**Note:**

The location of existing flood plain is based on mapping prepared by Christopher B. Burke Engineering, Ltd. Boundaries associated with wetlands and hydric soils are approximate, and based on soil survey maps of DuPage County and interpretation from aerial photographs.

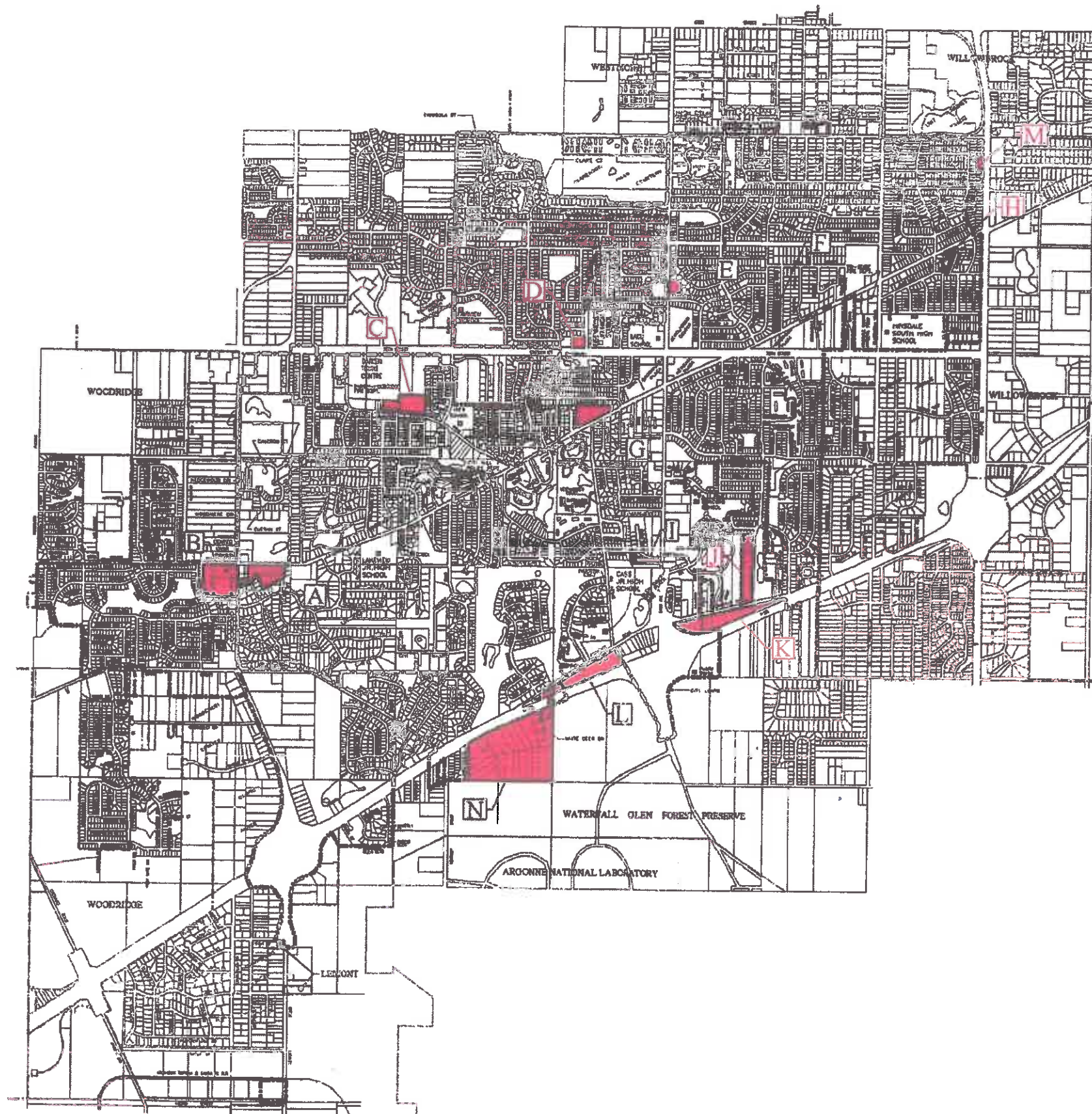


- roadways and to create an attractive streetscape.
4. Limit the height of a multiple-story residential building to three stories, not to exceed 40 feet.
  5. Require residential buildings to be constructed primarily of masonry. Where siding is proposed as an accent, require cedar or a cedar substitute (such as Hardiplank).
  6. Require foundation plantings and interior parking lot landscaping to break up building facades and expanses of pavement associated with off-street parking.
  7. Preserve existing mature trees, wetlands, and other natural features where possible by integrating them as a focal point into new development and also maintaining them as a buffer between single family homes to the south and planned senior housing.
  8. Encourage the development of a community green space, including pedestrian spaces, such as small plazas with shelters, benches, and tables for gathering and socializing, and leisure activity areas, such as bocci ball and shuffleboard, etc.
  9. Screen all roof-mounted mechanical equipment on all facades that are visible to the public, by the design of the roof structure or extension of the parapet walls.
  10. Screen all service areas from the public view with berms, walls, fences, or landscaping, in order to achieve a year-round opacity of 75 percent.
  11. Place trash inside the building or enclose trash receptacles and compactors with masonry walls designed to match the primary building. Such enclosures should be equal to or taller than the tallest trash bin proposed for use.

# City of Darien

## Location of Non-Key Development Areas

Figure 12



### Legend




-  Non-Key Development Areas
-  Darien Municipal Boundary
-  Adjacent Municipal Boundaries



Figure 12 shows those areas where recommendations for land uses were made, but not called out as key development areas. These changes are presented in Table 10,

below. The policy statements included in this table are intended to provide a guide for development, as new proposals are presented to the City of Darien for consideration.

**Table 10**  
**Non Key Development Areas**  
**Recommended and Existing Land Uses as of 2006**

Area ID	Existing Zoning	Existing Land Use	2001 Plan Designation	Policy Statement
A	R-3, Darien	Multi-family residence	Medium-density residence	Since the adoption of this Plan in 2002, these parcels have been assembled into one lot and multi-family residential building has been constructed for independent, affordable, senior housing, Myers Commons Senior Housing.
B	B-2, Darien	Commercial, office	Commercial, Office	Since the adoption of this Plan in 2002, this property has been redeveloped into a mixed use commercial/retail and office center.
C	R-2, Darien Unincorporated DuPage County	Vacant	Low-density residential	Future land uses should be low-density residential, following a similar character and density of surrounding neighborhoods. It is recognized that this property is heavily wooded and contains many mature trees. Therefore, new development should preserve existing mature trees and other natural features.
D	B-1, Darien	Vacant	Office	This property should be developed with office uses. Office development would be more compatible with surrounding residences than retail, since offices are less active (and often closed) during the evening and on weekends when residents are home. Landscape screening should be provided as a buffer between residential and office uses. Restrictions should be placed on parking lot lighting, regulating glare, spillage, and hours of illumination.

Area ID	Existing Zoning	Existing Land Use	2001 Plan Designation	Policy Statement
E	R-2, Darien	Single-family residence	Low-density residential	Since the adoption of this Plan in 2002, this site has been redeveloped into a single-family residential subdivision following the character and density of the surrounding neighborhood.
F	R-1, Darien	Darien Park District Admin. Offices	Low-density residential	If this property is sold by the Park District, future land uses should be single-family homes, following a similar character and density of surrounding neighborhoods.
G	O, Darien	Office	Office	Since the adoption of this Plan in 2002, the western portion of this area has been redeveloped with offices, comprising of 3, one-story office buildings. The remaining parcels to the east of the office buildings remain residential. As these parcels become available for redevelopment, they should be assembled to create a unified office development. Parcel assembly and the construction of office buildings, rather than converting existing single-family homes to office use, are key to the future redevelopment of this area. Landscape screening should be provided as a buffer between residential and office uses. Restrictions should be placed on parking lot lighting, regulating glare, spillage, and hours of illumination. Cross-access should be encouraged between adjacent properties, thereby limiting the number of curb cuts on Plainfield Road.
H	R-2, Darien	Marion Hills School	Low-density residential	Future land uses should be low-density residential, following a similar character and density of surrounding neighborhoods.
I	R-3, Darien	Multi-family residence	Medium-density residence	Since the adoption of this Plan in 2002, this property has been redeveloped with townhomes (single-family attached dwelling units).

Area ID	Existing Zoning	Existing Land Use	2001 Plan Designation	Policy Statement
J	Unincorporated DuPage County	Large lot, single-family residences	Medium-density residential	This property should be redeveloped with medium density residential uses, following the existing land use pattern of the Hidden Lakes Planned Development. It is recognized that this property contains many environmental features, including mature trees and wetlands. Environmental features should be preserved where possible, and new development should be integrated into the existing landscape.
K	R-1, Darien ORI, Darien Unincorporated DuPage County	Commercial Residences Storage facility Vacant parcels	Office	These properties should be assembled to create a unified office development. Buildings should have a residential design and scale. Landscape screening should be provided as a buffer between residential and office uses. Restrictions should be placed on parking lot lighting, regulating glare, spillage, and hours of illumination. Cross-access should be encouraged between adjacent properties, thereby limiting the number of curb cuts on Frontage Road.
L	R-1, Darien O, Darien Unincorporated DuPage County	Single-family residences Society of the Little Flower office Old Route 66 gas station building	Office	These properties should be assembled to create a unified office development. Buildings should have a residential design and scale. Landscape screening should be provided as a buffer between residential and office uses. Restrictions should be placed on parking lot lighting, regulating glare, spillage, and hours of illumination. Cross-access should be encouraged between adjacent properties, thereby limiting the number of curb cuts on Frontage Road.
M	R-2, Darien	Single-family residences	Commercial	Following the land use pattern established to the north and south along Route 83 in the area, the remaining residential properties should be assembled for one commercial development. Cross-access should be encouraged between adjacent properties, thereby limiting the number of curb cuts on Route 83.
N	Unincorporated DuPage County	Large lot, single-family residences New estate residential	Low-density residential	Future land uses should maintain the low-density residential character of the area. It is recognized that the area contains many large, mature trees. Therefore, new development should preserve existing trees and other natural features where possible.

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

Approval of a [resolution](#) to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2023 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$36,350.00.

**BACKGROUND/HISTORY**

Attached, please find an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2023 Street Maintenance Program. The following roads are slated for the 2023 Street Maintenance Program:

**PROPOSED 2023 ROAD PROGRAM**

<b>STREET</b>	<b>ROAD LENGTH (linear ft.)</b>	<b>SUBDIVISION/LIMIT</b>	<b>LAST REHAB</b>	<b>CURRENT RATING</b>
GREENBRIAR LN	1200	BAILEY - GRANT	2013	70
PINE CT	600	GREENBRIAR - LIMIT	2012	71
HINSWOOD DR	1120	FRONTAGE - BOB-O-LINK	2008	68
OLD OAK PL	700	CARRAGE GREENS - ROYAL OAK	2009	67
OLD OAK CDS	250	CARRAGE GREENS - EAST LIMIT	2009	67
ROYAL OAK RD	800	OLD OAK PL - CARRAGE GREENS	2009	67
ROYAL OAK CDS	500	CARRAGE GREENS - EAST LIMIT	2007	67
PITCHER DR	860	AILSWORTH-CLIFFORD	2008	66
CLIFFORD RD	660	PITCHER-CLIFFORD	2008	69
STEWART RD	860	AILSWORTH-CLIFFORD	2008	69
HAVENS DR	360	STEWART-87TH	2004	65
DARIEN CLUB DR	5920	FAIRVIEW-CASS	2008	69
GALWAY CT	480	DARIEN CLUB-LIMIT	2011	70
SWEETBRIAR LN	2000	DARIEN CLUB-FAIRVIEW	2008	69
LIMERICK CT	600	DARIEN CLUB-LIMIT	2011	70
KELLY CT	650	SWEETBRIAR-LIMIT	2011	69
WARWICK DR	1900	JANET-79TH	2009	69
JANET AVE	1000	GAIL-EAST DEAD END	2009	69
BENTLEY AVE	600	72ND-73RD	2008	68
73RD	450	BENTLEY-TENNESSEE	2008	68
SIERRA DR	1350	71ST- 69TH	2008	69
SIERRA CT	400	SIERRA - LIMIT	2008	70
CHARLESTON DR	1210	67TH - CHESTNUT	2007	67
CHESTNUT LN	676	RICHMOND - CHARLESTON	2007	69
CREST RD	2200	67TH - HOLLY	2008	67
WILMETTE STAND PIPE	200	BAILEY - GRANT		
<b>Total (ft)</b>	<b>27,546</b>	<b>BASE BID 5.2 miles</b>		

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, 2 ½ inches of hotmix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 27,546 feet (5.2 miles) for base bid.

**Task 1 – Field Reconnaissance:** CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V \$210/hr x 6 hrs = \$ 1,260  
Engineer I/II \$125/hr x 50 hrs = \$ 6,250  
Total \$ 7,510

**Task 2 – Preparation of Bid Booklet:** CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer V \$210/hr x 24 hrs = \$ 5,040  
Engineer I/II \$125/hr x 120 hrs = \$ 15,000  
Total \$ 20,040

**Task 3 – Coordination Meetings:** CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$210/hr x 2 meetings x 3 hrs = \$630

**Task 4 – Bidding Assistance:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$210/hr x 2 hrs = \$ 420  
Engineer I/II \$ 125/hr x 10 hrs = \$ 1,250  
Total \$ 1,670

**Task 5 – Sampling Analysis – Quality Assurance Quality Control:** The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform



as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering. CBBEL estimated the following fees for each of the tasks described above:

Task 1 Field Reconnaissance	\$ 7,510
Task 2 Preparation of Bid Booklet	\$20,040
Task 3 Coordination Meetings	\$ 630
Task 4 Bidding Assistance	\$ 1,670
Task 5 Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
Direct Costs	<u>\$ 500</u>
<b>NOT TO EXCEED</b>	<b>\$36,350</b>

Funding for the Engineering Services would be expended from the following line item of the FY22/232 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ENGINEERING BID SPECIFICATIONS	\$ 35,000.00	\$ 36,350.00	(\$1,350.00)

**STAFF RECOMMENDATION**

Staff recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$36,350.00.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda for formal consideration.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH  
CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2023 STREET  
MAINTENANCE PROGRAM CONTRACT BID BOOKLET  
IN AN AMOUNT NOT TO EXCEED \$36,350.00**

**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 an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2023 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$36,350.00, 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 7<sup>th</sup> day of November 2022.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS**, this 7<sup>th</sup> day of November 2022.

---

JOSEPH MARCHESE, MAYOR

ATTEST:

---

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

---

CITY ATTORNEY



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

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

September 23, 2022

City of Darien  
City Hall  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
2023 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2023 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the 2023 Road Program will consist of resurfacing for the following streets:

<b>PROPOSED 2023 ROAD PROGRAM</b>		
<b>STREET</b>	<b>SUBDIVISION/LIMITS</b>	<b>LENGTH</b>
GREENBRIAR LN	BAILEY - GRANT	1200
PINE CT	GREENBRIAR - LIMIT	600
HINSWOOD DR	FRONTAGE - BOB-O-LINK	1120
OLD OAK PL	CARRAGE GREENS - ROYAL OAK	700
OLD OAK CDS	CARRAGE GREENS - EAST LIMIT	250
ROYAL OAK RD	OLD OAK PL - CARRAGE GREENS	800
ROYAL OAK CDS	CARRAGE GREENS - EAST LIMIT	500
PITCHER DR	AILSWORTH-CLIFFORD	860
CLIFFORD RD	PITCHER-CLIFFORD	660
STEWART RD	AILSWORTH-CLIFFORD	860

HAVENS DR	STEWART-87TH	360
DARIEN CLUB DR	FAIRVIEW-CASS	5920
GALWAY CT	DARIEN CLUB-LIMIT	480
SWEETBRIAR LN	DARIEN CLUB-FAIRVIEW	2000
LIMERICK CT	DARIEN CLUB-LIMIT	600
KELLY CT	SWEETBRIAR-LIMIT	650
WARWICK DR	JANET-79TH	1900
JANET AVE	GAIL-EAST DEAD END	1000
BENTLEY AVE	72ND-73RD	600
73RD	BENTLEY-TENNESSEE	450
SIERRA DR	71ST- 69TH	1350
SIERRA CT	SIERRA - LIMIT	400
CHARLESTON DR	67TH - CHESTNUT	1210
CHESTNUT LN	RICHMOND - CHARLESTON	676
CREST RD	67TH - HOLLY	2200
WILMETTE STAND PIPE	BAILEY - GRANT	200
<b>Total (ft)</b>		<b>27,546</b>
<b>Total Miles</b>		<b>5.2</b>

Pavement resurfacing will include the grinding 2 ¼ inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, ¾ inches of leveling binder, and structure adjustments or grinding 4 inches of the existing hotmix pavement, patching poor areas, the installation of 1 ½ inches of hotmix surface course, 2 ½ inches of hotmix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 27,546 feet (5.2 miles) for base bid.

## SCOPE OF SERVICES

**Task 1 – Field Reconnaissance:** CBBEL Staff will perform a Field Reconnaissance of the streets to be resurfaced with Public Works. The purpose of the Field Reconnaissance will be to determine the limits and estimate the quantity of full depth bituminous pavement patching, and drainage structure to be adjusted. The results of the Field Reconnaissance will be reviewed with the Department of Public Works and compared to previous estimates to determine their impact on the estimated construction cost.

Engineer V \$210/hr x 6 hrs	= \$ 1,260
Engineer I/II \$125/hr x 50 hrs	= <u>\$ 6,250</u>
Total	\$ 7,510

**Task 2 – Preparation of Bid Booklet:** CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer V \$210/hr x 24 hrs	= \$ 5,040
Engineer I/II \$125/hr x 120 hrs	= <u>\$ 15,000</u>
Total	\$ 20,040

**Task 3 – Coordination Meetings:** CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer V \$210/hr x 2 meetings x 3 hrs	= \$630
--	---------

**Task 4 – Bidding Assistance:** CBBEL will advertise for bidding, distribute plans and specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

Engineer V \$210/hr x 2 hrs	= \$ 420
Engineer I/II \$ 125/hr x 10 hrs	= <u>\$ 1,250</u>
Total	\$ 1,670

**Task 5 – Sampling Analysis – Quality Assurance Quality Control:** The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field

reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

**FEE ESTIMATE**

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Field Reconnaissance	\$ 7,510
Task 2	Preparation of Bid Booklet	\$20,040
Task 3	Coordination Meetings	\$ 630
Task 4	Bidding Assistance	\$ 1,670
Task 5	Sampling Analysis – Quality Assurance/Quality Control	\$ 6,000
	Direct Costs	<u>\$ 500</u>
	NOT TO EXCEED	\$36,350

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,



Michael E. Kerr, PE  
President

Encl. 2022 Schedule of Charges  
General Terms and Conditions

**THIS PROPOSAL, SCHEDULE OF CHARGES AND GENERAL TERMS AND CONDITIONS ACCEPTED FOR CITY OF DARIEN:**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY 2022**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

Approval of a [resolution](#) authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2022 Street Maintenance Program, in an amount not to exceed \$16,200.00.

**BACKGROUND/HISTORY**

Attached please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 59 pavement corings for the tentatively proposed 2023 Street Maintenance Program. The following roads are slated for the 2023 Street Maintenance Program:

**PROPOSED 2023 ROAD PROGRAM**

<b>STREET</b>	<b>RATING</b>	<b>LIMIT</b>	<b>ROAD LENGTH</b>	<b>CORES</b>	<b>LAST REHAB</b>
GREENBRIAR LN	70	BAILEY - GRANT	1,200	2	2013
PINE CT	71	GREENBRIAR - LIMIT	600	1	2012
HINSWOOD DR	68	FRONTAGE - BOB-O-LINK	1,120	2	2008
OLD OAK PL	67	CARRAGE GREENS - ROYAL OAK	700	2	2009
OLD OAK CDS	67	CARRAGE GREENS - EAST LIMIT	250	1	2009
ROYAL OAK RD	67	OLD OAK PL - CARRAGE GREENS	800	2	2009
ROYAL OAK CDS	67	CARRAGE GREENS - EAST LIMIT	500	1	2007
PITCHER DR	66	AILSWORTH-CLIFFORD	860	2	2008
CLIFFORD RD	69	PITCHER-CLIFFORD	660	1	2008
STEWART RD	69	AILSWORTH-CLIFFORD	860	2	2008
HAVENS DR	65	STEWART-87TH	360	1	2004
DARIEN CLUB DR	69	FAIRVIEW-CASS	5,920	12	2008
GALWAY CT	70	DARIEN CLUB-LIMIT	480	1	2011
SWEETBRIAR LN	69	DARIEN CLUB-FAIRVIEW	2,000	4	2008
LIMERICK CT	70	DARIEN CLUB-LIMIT	600	1	2011
KELLY CT	69	SWEETBRIAR-LIMIT	650	1	2011
WARWICK DR	69	JANET-79TH	1,900	4	2009
JANET AVE	69	GAIL-EAST DEAD END	1,000	2	2009
BENTLEY AVE	68	72ND-73RD	600	1	2008
JANET AVE	68	GAIL-EAST DEAD END	1,000	2	2008
BENTLEY AVE	69	72ND-73RD	600	1	2008
73RD	70	BENTLEY-TENNESSEE	450	1	2013
SIERRA DR	71	71ST- 69TH	1,350	3	2012
SIERRA CT	70	SIERRA - LIMIT	400	1	2008
CHARLESTON DR	67	67TH - CHESTNUT	1,210	2	2007
CHESTNUT LN	69	RICHMOND - CHARLESTON	676	1	2007
CREST RD	67	67TH - HOLLY	2,200	4	2008
WILMETTE STAND PIPE	70		200	1	2008
			<b>Total</b>	<b>59</b>	

The proposed Engineering Agreement includes the following scope of services:

**Task 1 - Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 59 cores) and pavement cores at a frequency to determine the existing structure of the

pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

**Task 2 - Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2023 Road Program based on the City’s budget.

**CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.**

CBBEL estimates the following fees for each of the tasks described above:

Task 1 Geotechnical Investigation	\$ 15,200
Task 2 Evaluation of Geotechnical Report	\$ 1,000
<b>TOTAL</b>	<b>\$ 16,200</b>

Funding for the Engineering Services would be expended from the following line item of the FY 22/23 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22/23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ROAD CORE SPECS TESTING SERVICES	\$ 16,500.00	\$ 16,200.00	\$ 300.00

**STAFF RECOMMENDATION**

Staff recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$16,200.00.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda for formal consideration.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN  
ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING,  
LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2023 STREET  
MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$16,200.00**

**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 an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2023 Street Maintenance Program in an amount not to exceed a total cost of \$16,200.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated hereto.

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

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 7<sup>th</sup> day of November 2022.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 7<sup>th</sup> day of November 2022.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



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

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

September 23, 2022

City of Darien  
City Hall  
1702 Plainfield Road  
Darien, Illinois 60561

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services  
2023 Road Program - Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2023 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

**UNDERSTANDING OF THE ASSIGNMENT**

Based on the information provided by the City, the preliminary list for the 2023 Road Program will consist of the following streets:

<b>PROPOSED 2023 ROAD PROGRAM</b>			
<b>STREET</b>	<b>LIMITS</b>	<b>ROAD LENGTH</b>	<b>CORES</b>
GREENBRIAR LN	BAILEY - GRANT	1,200	2
PINE CT	GREENBRIAR - LIMIT	600	1
HINSWOOD DR	FRONTAGE - BOB-O-LINK	1,120	2
OLD OAK PL	CARRAGE GREENS - ROYAL OAK	700	2
OLD OAK CDS	CARRAGE GREENS - EAST LIMIT	250	1
ROYAL OAK RD	OLD OAK PL - CARRAGE GREENS	800	2
ROYAL OAK CDS	CARRAGE GREENS - EAST LIMIT	500	1
PITCHER DR	AILSWORTH-CLIFFORD	860	2
CLIFFORD RD	PITCHER-CLIFFORD	660	1
STEWART RD	AILSWORTH-CLIFFORD	860	2
HAVENS DR	STEWART-87TH	360	1
DARIEN CLUB DR	FAIRVIEW-CASS	5,920	12
GALWAY CT	DARIEN CLUB-LIMIT	480	1
SWEETBRIAR LN	DARIEN CLUB-FAIRVIEW	2,000	4
LIMERICK CT	DARIEN CLUB-LIMIT	600	1

KELLY CT	SWEETBRIAR-LIMIT	650	1
WARWICK DR	JANET-79TH	1,900	4
JANET AVE	GAIL-EAST DEAD END	1,000	2
BENTLEY AVE	72ND-73RD	600	1
JANET AVE	GAIL-EAST DEAD END	1,000	2
BENTLEY AVE	72ND-73RD	600	1
73RD	BENTLEY-TENNESSEE	450	1
SIERRA DR	71ST- 69TH	1,350	3
SIERRA CT	SIERRA - LIMIT	400	1
CHARLESTON DR	67TH - CHESTNUT	1,210	2
CHESTNUT LN	RICHMOND - CHARLESTON	676	1
CREST RD	67TH - HOLLY	2,200	4
WILMETTE STAND PIPE		200	1
		<b>TOTAL</b>	<b>59</b>

### **SCOPE OF WORK**

#### **Task 1 – Geotechnical Investigation**

A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 59 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

#### **Task 2 – Evaluation of Geotechnical Report**

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2023 Road Program based on the City’s budget.

**CBBEL will perform a Field Reconnaissance of the streets and preparation of the bid booklet under a separate proposal.**

### **ESTIMATE OF FEE**

CBBEL estimates the following fees for each of the tasks described above:

Task 1	Geotechnical Investigation	\$ 15,200
Task 2	Evaluation of Geotechnical Report	\$ 1,000
	<b>TOTAL</b>	<b>\$ 16,200</b>

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. Direct costs for blueprints, photocopying, mailing, overnight delivery, messenger services and report compilation are not included in the Fee Estimate. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. It should be emphasized that any requested meetings or additional services that are not included in the preceding Fee Estimate will be billed at the attached hourly rates.

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

Sincerely,



Michael E. Kerr, PE  
President

Encl. 2022 Schedule of Charges  
General Terms and Conditions

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

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
**STANDARD CHARGES FOR PROFESSIONAL SERVICES**  
**JANUARY 2022**

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	275
Engineer VI	260
Engineer V	210
Engineer IV	175
Engineer III	155
Engineer I/II	125
Survey V	230
Survey IV	210
Survey III	185
Survey II	150
Survey I	115
Engineering Technician V	205
Engineering Technician IV	165
Engineering Technician III	120
Engineering Technician I/II	75
CAD Manager	195
CAD II	140
GIS Specialist III	160
GIS Specialist I/II	100
Landscape Architect	180
Landscape Designer I/II	105
Environmental Resource Specialist V	220
Environmental Resource Specialist IV	170
Environmental Resource Specialist III	130
Environmental Resource Specialist I/II	95
Environmental Resource Technician	125
Administrative	110
Engineering Intern	65
Information Technician III	140
Information Technician I/II	120

Direct Costs

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

\*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2022.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) accepting a proposal from Consulting Engineering, Inc. for the 2022 Water Leak Survey, in amount not to exceed \$12,916.80.

**BACKGROUND/HISTORY**

The FY 22/23 Budget includes \$17,000.00 for this year's Water Leak Survey Program. The leak survey program consists of surveying 473,616 lineal feet (89.7 lineal miles) of water main and the pinpointing of leaks found in the system. Based on leak detection results from previous years, an average of 20 various leaks per year have been located.

City staff had solicited for competitive quotes and received two. The lowest responsive quote was from Consulting Engineering, Inc., see [Attachment A](#). City Staff has verified the references provided with satisfactory responses.

Funding for the Water Leak Maintenance Program would be expended from the following line item of the FY22/23 Budget:

ACCOUNT NUMBER	PROJECT CODE	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
02-50-4326	N/A	Leak Locating Quality Control	\$17,000.00	\$12,916.80	\$4,083.20

**STAFF RECOMMENDATION**

Staff recommends a resolution accepting a proposal from Consulting Engineering Inc. for the 2022 Water Leak Survey, in amount not to exceed \$12,916.80.

**ALTERNATE CONSIDERATION**

Not approving this proposal.

**DECISION MODE**

This item will be on the November 7, 2022 City Council agenda for formal consideration.

REQUEST FOR QUOTE 2022 WATER OCTOBER 7, 2022 @ 12:00 p.m.

**2022 COST CENTER ANALYSIS**

Competitive Quote Summary		
Vendor	Cost	Package Price
<b>Consulting Engineering, Inc.</b>	\$12,916.80	<b>\$12,916.80</b>
<b>American Leak Detection</b>	\$32,200.00	\$32,200.00

Break Size: 1/16" x 180 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon-Wholesale	Annual Loss in Gallons	Annual Cost
2	45,600	\$ 3.32	16,644,000	\$ 55,258.08
4	81,400	\$ 3.32	29,711,000	\$ 98,640.52
6	136,800	\$ 3.32	49,932,000	\$ 165,774.24
8	182,400	\$ 3.32	66,576,000	\$ 221,032.32
10	228,100	\$ 3.32	83,256,500	\$ 276,411.58
12	273,700	\$ 3.32	99,900,500	\$ 331,669.66
16	364,900	\$ 3.32	133,188,500	\$ 442,185.82

Break Size: 1/16" x 360 Degrees				
Pipe Diameter Per Inch	Daily Loss in Gallons	Price per 1,000 gallon	Annual Loss in Gallons	Annual Cost
2	91,100	\$ 3.32	33,251,500	\$ 110,394.98
4	182,500	\$ 3.32	66,612,500	\$ 221,153.50
6	273,600	\$ 3.32	99,864,000	\$ 331,548.48
8	364,800	\$ 3.32	133,152,000	\$ 442,064.64
10	456,200	\$ 3.32	166,513,000	\$ 552,823.16
12	547,400	\$ 3.32	199,801,000	\$ 663,339.32
16	729,900	\$ 3.32	266,413,500	\$ 884,492.82

WATER INVENTORY (LMO) REPORTING YEAR	UNACCOUNTABLE FLOW PERCENTAGE	UNACCOUNTABLE FLOW - GALLONS PER DAY	UNACCOUNTABLE FLOW - GALLONS PER YEAR	WHOLESALE COST PER 1000 GALLONS	WHOLESALE COST
2021	7.40%	133,342	48,670,000	\$ 4.97	\$ (241,889.90)
2020	14.00%	245,723	89,689,000	\$ 4.97	\$ (445,754.33)
2019	6.80%	91,452	33,380,000	\$ 4.97	\$ (165,898.60)
2018	10.40%	175,370	64,010,000	\$ 4.91	\$ (314,289.10)
2017	18.20%	389,810	142,281,000	\$ 4.85	\$ (690,062.85)
2016	14.40%	292,000	106,580,000	\$ 4.80	\$ (511,584.00)
**2015	14.80%	274,000	100,010,000	\$ 4.85	\$ (485,048.50)
**2014	4.55%	99,200	94,535,000	\$ 4.68	\$ (442,423.80)
2013	3.18%	69,200	25,258,000	\$ 3.03	\$ (76,531.74)
2012	3.76%	89,232	32,569,669	\$ 2.73	\$ (88,915.20)
2011	1.61%	46,726	17,054,990	\$ 2.73	\$ (46,560.12)
2010	7.96%	191,000	69,715,000	\$ 2.73	\$ (190,321.95)
2009	6.40%	153,000	55,845,000	\$ 2.73	\$ (152,456.85)
2008	3.20%	81,000	29,565,000	\$ 2.73	\$ (80,712.45)
2007	1.46%	29,900	10,913,500	\$ 2.73	\$ (29,793.86)
2006	4.91%	102,000	37,230,000	\$ 2.73	\$ (101,637.90)
2005	3.80%	88,500	32,302,500	\$ 2.73	\$ (88,185.83)
AVERAGE	5.55%	129,080	47,114,200	\$ 2.73	\$ (128,621.77)

\* A major leak was identified at Cass Ave and South Frontage Rd-accounting for the increase.

\*\*New standards implemented for calculations-First standard goal is to be under 12% water loss

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION ACCEPTING A PROPOSAL FROM  
CONSULTING ENGINEERING, INC. FOR THE 2022 WATER LEAK SURVEY,  
IN AMOUNT NOT TO EXCEED \$12,916.80**

**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 and City Clerk to accept a proposal from Consulting Engineering, Inc. for the 2022 Water Leak Survey, in amount not to exceed \$12,916.80, 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 7<sup>th</sup> day of November 2022.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of November 2022.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY



**CITY OF DARIEN  
2022 WATER LEAK SURVEY PROGRAM**

The **City of Darien** is currently seeking quotes for the 2022 Leak Survey Program. The survey will incorporate the following items:

- 473,616 Lineal Feet of Various Water Main
- 1,435 Fire Hydrants with Valves
- 451 Mainline Valves in Boxes
- 983 Main Line Valves

**\*\*\* ALL MAINLINE VALVES AND FIRE HYDRANTS ARE REQUIRED TO BE LISTENED TO BY THE AWARDED CONTRACTOR \*\*\***

Total Cost for the City of Darien \$ 12,916.80

The 2022 Leak Survey Program is tentatively scheduled for commencement on November 7, 2022 and will be completed by January 13, 2023. Water Main atlases shall be forwarded to the awarded vendor. The basis of award shall be based on the total sum. Upon completion of the survey program, 2 detailed reports containing a summary and findings shall be submitted to the City of Darien. The billing shall be directed as follows:

City of Darien  
c/o Municipal Services  
1702 Plainfield Road  
Darien, IL 60561

Contact Person - Kristofer Throm, Municipal Services Superintendent (630-514-3453 or via e-mail at kthrom@darienil.gov

The vendor is required to complete the following information:

COMPANY NAME: Consulting Engineering Inc.

ADDRESS: 19655 Tanbark Ln.; Strongsville, OH 44149

TELEPHONE: 440-238-9699 x206 E-MAIL ADDRESS: y.chan@cengr.co

AUTHORIZED SIGNATURE: 

Quotes may be sent via facsimile to City of Darien (630) 852-4709, Attn: Regina or email rkokkinis@darienil.gov **no later than October 7, 2022 12:00 p.m.** followed by a mailed original. Should you have any other questions regarding the project, please contact the Municipal Services Department at (630) 353-8105.

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) approving an extension of a proposal from JC Landscaping & Tree Services, Inc. at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2023 through April 30, 2024.

**BACKGROUND**

During the year the department requires the services of a landscaper to complete rear yard drainage projects for various properties. The City provides various materials to the proposed vendor, and the vendor is required to install the materials and complete the restoration.

Competitive quotes were requested on November 13, 2019 for the Rear Yard Drainage Assistance Program, and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quotes was from JC Landscaping & Tree Services, Inc. The request for quotes stipulated that pricing be held in place from May 1, 2023 through April 30, 2024. The proposal also includes two (2) additional extensions that may be exercised upon mutual agreement and City Council approval. The proposed extension was confirmed on September 29, 2022. See [Attachment B](#). JC Landscaping & Tree Services, Inc, was the awarded vendor last year has provided satisfactory services in the past.

The expenditure would come from the Streets Account (Drainage Projects). The total estimated costs for all maintenance and budgetary programs for rear yard miscellaneous drainage projects are estimated at approximately \$100,000.00 pending budget approval.

**STAFF RECOMMENDATION**

Staff recommends approving a resolution for an extension of a proposal from JC Landscaping & Tree Services, Inc. at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2023 through April 30, 2024.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda, for formal approval.

**REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS**  
**MAY 1, 2023 thru APRIL 30, 2024**

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	JC Landscaping & Tree Services, Inc.		Continental Construction Company, Inc.		Trine Construction Corp.	
					UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<b>EXAMPLE</b>	<b>WIDGET</b>	<b>100-5,000</b>	<b>LINEAL FT</b>	<b>700</b>	<b>\$ 1.00</b>	<b>\$ 700.00</b>	<b>\$ 1.00</b>	<b>\$ 700.00</b>	<b>\$ 1.00</b>	<b>\$ 700.00</b>
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	\$ 14.00	\$ 14,000.00	\$ 35.00	\$ 35,000.00	\$ 38.50	\$ 38,500.00
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	\$ 25.00	\$ 25,000.00	\$ 40.00	\$ 40,000.00	\$ 48.20	\$ 48,200.00
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	\$ 26.00	\$ 26,000.00	\$ 55.00	\$ 55,000.00	\$ 55.10	\$ 55,100.00
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	\$ 26.00	\$ 26,000.00	\$ 65.00	\$ 65,000.00	\$ 66.30	\$ 66,300.00
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	\$ 35.00	\$ 35,000.00	\$ 75.00	\$ 75,000.00	\$ 74.00	\$ 74,000.00
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	\$ 35.00	\$ 3,500.00	\$ 170.00	\$ 17,000.00	\$ 960.00	\$ 96,000.00
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	\$ 16.00	\$ 40,000.00	\$ 85.00	\$ 212,500.00	\$ 13.40	\$ 33,500.00
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	\$ 35.00	\$ 17,500.00	\$ 35.00	\$ 17,500.00	\$ 130.00	\$ 65,000.00
	<b>TOTAL COST ITEMS 1-8</b> NOTE:ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR					<b>\$ 187,000.00</b>		<b>\$ 517,000.00</b>		<b>\$ 476,600.00</b>
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2500	\$ 11.00	\$ 27,500.00	\$ 45.00	\$ 112,500.00	\$ 30.85	\$ 77,125.00
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1--10	EACH	5	\$ 300.00	\$ 1,500.00	\$ 2,200.00	\$ 11,000.00	\$ 3,725.00	\$ 18,625.00
<b>Total Costs Using Items 1-10</b>						<b>\$ 216,000.00</b>		<b>\$ 640,500.00</b>		<b>\$ 572,350.00</b>
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION										
SPECIAL- OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARD	500	\$ 8.00	\$ 4,000.00	\$ 40.00	\$ 20,000.00	\$ 26.26	\$ 13,130.00
SPECIAL- OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARD	500	\$ -	\$ -	\$ 70.00	\$ 35,000.00	\$ 29.20	\$ 14,600.00
calculation error - bid submitted was \$1,875,350.00										



**From:** Juan Mejia  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac  
**Subject:** Re: 2023 Rear Yard Drainage Projects  
**Date:** Thursday, September 29, 2022 12:30:42 PM

---

Yes, I approve.

On Thu, Sep 29, 2022 at 11:55 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2023-24 as it relates to the subject line. Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2023-24 pricing schedule.

Thank you,

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-eneews>

**CAUTION:** This e-mail originated outside of the City's email system. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM JC LANDSCAPING & TREE SERVICES, INC, AT THE PROPOSED SCHEDULE OF PRICES FOR THE REAR YARD DRAINAGE ASSISTANCE PROGRAM FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024**

**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 does hereby approve an extension of a proposal from JC Landscaping & Tree Services, Inc, at the proposed schedule of prices for the Rear Yard Drainage Assistance Program for a period of May 1, 2023 through April 30, 2024, 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 7<sup>th</sup> day of November 2022.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of November 2022.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

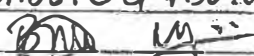
REAR YARD AND MISCELLANEOUS DRAINAGE PROJECTS  
MAY 1, 2020 thru APRIL 30, 2021

pricing extended 10/15/21 DG

2021-22  
2020-2021

2022-23  
2021-2022

2023-24  
2022-2023

ITEM	DESCRIPTION	QUANTITY RANGE	UNIT	MULTIPLIER	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
EXAMPLE	WIDGET	100-5,000	LINEAL FT	700	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00	\$ 1.00	\$ 700.00
1	INSTALLATION OF 4-INCH HDPE PIPE	100-2000	LINEAL FT	1,000	\$ 12.75	\$ 12,750.00	\$ 14.00	\$ 14,000.00	\$ 14.00	\$ 14,000.00
2	INSTALLATION OF 6-INCH HDPE PIPE	100-3000	LINEAL FT	1,000	\$ 20.00	\$ 20,000.00	\$ 22.00	\$ 22,000.00	\$ 25.00	\$ 25,000.00
3	INSTALLATION OF 8-INCH HDPE PIPE	50-1500	LINEAL FT	1,000	\$ 21.00	\$ 21,000.00	\$ 23.00	\$ 23,000.00	\$ 26.00	\$ 26,000.00
4	INSTALLATION OF 10-INCH HDPE PIPE	50-2000	LINEAL FT	1,000	\$ 22.00	\$ 22,000.00	\$ 24.00	\$ 24,000.00	\$ 26.00	\$ 26,000.00
5	INSTALLATION OF 12-INCH HDPE PIPE	20-2000	LINEAL FT	1,000	\$ 30.00	\$ 30,000.00	\$ 32.00	\$ 32,000.00	\$ 35.00	\$ 35,000.00
6	INSTALLATION OF 12 X 12 INLET BOXES- INCLUDES INSTALLATION OF MISC FITTINGS	20-200	EACH	100	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 35.00	\$ 3,500.00
7	GRADING -REMOVAL OF SOILS 0-12 INCHES WITH 4:1 SIDE SLOPES	50-10,000	SQUARE YARDS	2,500	\$ 16.00	\$ 40,000.00	\$ 16.00	\$ 40,000.00	\$ 16.00	\$ 40,000.00
8	INSTALLATION OF TOPSOIL	25-1,200	CUBIC YARDS	500	\$ 32.00	\$ 16,000.00	\$ 35.00	\$ 17,500.00	\$ 35.00	\$ 17,500.00
TOTAL COST ITEMS 1-8						\$ 147,500.00		\$ 175,500.00		\$ 187,000.00
NOTE: ITEMS 1-8 WILL BE UTILIZED TO DETERMINE THE AWARDED VENDOR										
9	INSTALLATION OF SOD AND STARTER FERTILIZER COSTS INCLUDE SOD AND FERTILIZER	100-25,000	SQUARE YARDS	2,500	\$ 8.50	\$ 21,250.00	\$ 9.50	\$ 23,750.00	\$ 11.00	\$ 27,500.00
10	INSTALLATION OF A STORM INLET 24-INCH DIAMETER BY 24 DEEP MAXIMUM	1-10	EACH	5	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00	\$ 300.00	\$ 1,500.00
TOTAL COST ITEMS 1-10						\$ 187,500.00	N/A	\$ 200,750.00	N/A	\$ 216,000.00
THE FOLLOWING ITEMS ARE OPTIONAL AND THE CITY IS SEEKING UNIT COSTS FOR THE BELOW. AWARD FOR THE BELOW IS BASED ON THE LOWEST RESPONSIVE QUOTE FOR EACH OPTION										
SPECIAL- OPTION A	INSTALLATION OF SEED AND STARTER FERTILIZER AND STRAW MAT MATERIAL	100-25,000	SQUARE YARDS	500	\$ 6.00	\$ 3,000.00	\$ 7.00	\$ 3,500.00	\$ 8.00	\$ 4,000.00
SPECIAL- OPTION B	INSTALLATION OF HYDRO SEED	100-25,000	SQUARE YARDS	500						
Company Name		JC LANDSCAPING AND TREE SERVICES INC.								
Address		2413 SPRING ST UNIT 4704 WOODRIDGE IL 60517								
Submitted By-Print Name		JILAN MEJJA								
Date		11/11/19								
Office Telephone Number		(630) 464-0736								
Mobile Telephone Number		(630) 408-3501								
Fax Number										
E-mail Address		MEJJA81@GMAIL.COM								
Authorized Signature										

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) approving an extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2023 through April 30, 2024.

**BACKGROUND**

During the year the department requires the services of a landscaper to complete larger restoration projects from various Public Works projects, such as water main breaks, storm sewer and ditching projects. The City would provide topsoil to the proposed vendor, and the vendor would be required to grade the topsoil based on the cubic yards provided and would be required to purchase the sod, fertilizer and placement of the sod.

Competitive quotes were requested for the landscaping services on November 10, 2021 and staff received two (2) competitive quotes. See [Attachment A](#). The lowest competitive quote is JC Landscaping & Tree Service. The request for quotes also requested extended pricing for 2023 and 2024. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on September 29, 2022. See [Attachment B](#). JC Landscaping & Tree Service, was the awarded vendor last year and has provided satisfactory services in the past.

The expenditure would come from the Water, Street and Capital accounts, depending on the specific project requiring landscape services. The total estimated costs for all maintenance and budgetary programs for landscaping are estimated at approximately \$175,000.00 pending Capital Project budget approval.

**STAFF RECOMMENDATION**

Staff recommends approving a resolution for an extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2023 through April 30, 2024.

**ALTERNATE CONSIDERATION**

As directed by the Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda for formal approval.

2023 RESTORATION SERVICES						Landworks, Ltd.		JC Landscaping & Tree Service	
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	2018 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<i>EXAMPLE:</i>	<i>PER JOB</i>				220	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00
A. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	1	200	CUBIC YARDS	200	<b>200</b>	\$ 34.50	\$ 6,900.00	\$ 40.00	\$ 8,000.00
B. LABOR COST FOR PREPERATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	201	750+	CUBIC YARDS	450	<b>450</b>	\$ 34.50	\$ 15,525.00	\$ 40.00	\$ 18,000.00
C. SOD -RESTORATION- INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	50	1,000	SQUARE YARD	750	<b>750</b>	\$ 11.85	\$ 8,887.50	\$ 11.00	\$ 8,250.00
D. SOD -RESTORATION- INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	1001	6,000+	SQUARE YARD	5100	<b>5,100</b>	\$ 11.85	\$ 60,435.00	\$ 11.00	\$ 56,100.00
<b>TOTAL COSTS A+B+C+D</b>							<b>\$ 91,747.50</b>		<b>\$ 90,350.00</b>

**From:** Juan Mejia  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac  
**Subject:** Re: 2022 Landscape Restoration Services  
**Date:** Thursday, September 29, 2022 12:32:12 PM

---

I accept the proposal.

On Thu, Sep 29, 2022 at 11:25 AM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2023-24 as it relates to the subject line. Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2023-24 pricing schedule.

Thank you,

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-eneews>

**CAUTION:** This e-mail originated outside of the City's email system. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM JC LANDSCAPING & TREE SERVICE AT THE SCHEDULE OF PRICES FOR THE PLACEMENT OF TOPSOIL AND FOR THE PURCHASE AND PLACEMENT OF FERTILIZER AND SOD FOR LANDSCAPE RESTORATION SERVICES FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024**

**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 does hereby approve an extension of a proposal from JC Landscaping & Tree Service at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2023 through April 30, 2024, 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 7<sup>th</sup> day of November 2022.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of November 2022.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY



2022 RESTORATION SERVICES					2022 - 2023		2023 - 2024		2024 - 2025		
DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	2022 ESTIMATED QUANTITIES	MULTIPLIER QUANTITY	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST	UNIT PRICE	TOTAL COST
<i>EXAMPLE:</i>	<i>PER JOB</i>				220	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00	\$ 1.00	\$ 220.00
A. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	1	200	CUBIC YARDS	200	200	\$35	\$7,000	\$40	\$8,000	\$45	\$9,000
B. LABOR COST FOR PREPARATION AND PLACEMENT OF TOPSOIL FROM 1-3 INCHES-MISC EXCAVATIONS TO BE DISPOSED OF BY THE CITY-THE CITY WILL PROVIDE TOPSOIL	201	750+	CUBIC YARDS	450	450	\$35	\$15,750	\$40	\$18,000	\$45	\$20,250
C. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	50	1,000	SQUARE YARD	750	750	\$10	\$7,500	\$11	\$8,250	\$12	\$9,000
D. SOD -RESTORATION-INCLUDES FERTILIZER, SOD AND PLACEMENT-CITY WILL BE RESPONSIBLE FOR WATERING	1001	6,000+	SQUARE YARD	5100	5,100	\$10	\$51,000	\$11	\$56,100	\$12	\$61,200
<b>TOTAL COSTS A+B+C+D</b>							<b>\$81,250</b>		<b>\$90,350</b>		<b>\$99,450</b>
Company Name:	JC Landscaping and tree service										
Address:	1210 plainfield Rd oswego IL 60543										
Submitted By:	Juan Mejia										
Date:	11/09/2021										
Telephone Number:	630-408-3501										
Mobile Telephone Number:	630-464-0736										
Fax Number:											
E-mail Address:	mejiajo+24@gmail.com										
Authorized Signature:											

Note: Hauling will be provided through a City contracted trucking vendor and/or City of Darien



**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) approving an extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2023 through April 30, 2024.

**BACKGROUND**

During the year the department requires the use of topsoil for landscape restoration for various Public Works projects, such as water main breaks, storm sewer replacements and ditching projects.

Competitive quotes were requested for the topsoil on November 10, 2021, and staff received three (3) competitive quotes. See [Attachment A](#). The lowest competitive quote was Shreve Services, Inc. The proposal allows the City to pick up topsoil from the dirt field or delivery of the product for larger projects. The proposed extension would be the first extension, year two (2) of a three (3) year proposal. The extension was confirmed on October 5, 2022. See [Attachment B](#).

The expenditure would come from the Street and Capital accounts, depending on the specific project requiring the restoration. The total estimated costs for all maintenance and budgetary programs for the topsoil are estimated at approximately \$75,000.00.

**STAFF RECOMMENDATION**

Staff recommends approving a resolution for an extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2023 through April 30, 2024.

**ALTERNATE CONSIDERATION**

As directed by the Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda for formal approval.

**TOPSOIL QUOTE  
2023-2024**

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	DuPage Topsoil *		Debold Topsoil & Trucking		Shreve Services, Inc.		
					UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	
<i>EXAMPLE:</i>			6-WHEELER-14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	
<b>A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)</b>	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$ 12.50	\$ 12,500.00	\$ 10.00	\$ 10,000.00	\$ 10.00	\$ 10,000.00	
<b>B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)</b>	1,000	4,000	6-WHEELER-14 CUBIC YARDS	1,000	\$ 22.50	\$ 22,500.00	\$ 17.00	\$ 17,000.00	\$ 16.00	\$ 16,000.00	
<b>C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)</b>	1,000	4,000	SEMI-20 CUBIC YARDS	1,000	\$ 18.00	\$ 18,000.00	\$ 17.00	\$ 17,000.00	\$ 16.00	\$ 16,000.00	
<b>TOTAL COSTS A+B+C</b>						\$ 53,000.00		\$ 44,000.00		\$ 42,000.00	
					*Note price 6 wheeler picked up \$175 - price 6 wheeler delivered \$305 -price semi delivered \$350						

MEMO

**From:** Stephen Shreve  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac; Accounting; dshreve@shreveservices.com  
**Subject:** Re: 2023 Topsoil  
**Date:** Wednesday, October 5, 2022 6:41:06 AM  
**Attachments:** Exhibit A - 2022 Topsoil.pdf

---

Good morning,  
 sorry for the delay in response as I just saw this email. Yes we are in agreement with the pricing as set and look forward to another year working with the City of Darien.

Thank you,  
 Stephen shreve  
 Operations Manager  
 Sshreve@shreveservices.com  
 C:815-693-8631

Sent from my iPad

> On Sep 29, 2022, at 11:36 AM, Regina Kokkinis <rkokkinis@darienil.gov> wrote:  
 >  
 > Good Day,  
 >  
 > Attached, please see the pricing schedule for 2023-24 as it relates to the subject line.  
 > Please confirm that you are in agreement with the contract extension and unit pricing for the subject line per the proposed 2023-24 pricing schedule.  
 >  
 > Thank you,  
 >  
 > 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-enevs>  
 CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM SHREVE SERVICES, INC., FOR TOPSOIL AT THE SPECIFIED UNIT PRICES FOR VARIOUS PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024**

**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 approves an extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2023 through April 30, 2024, 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 7<sup>th</sup> day of November 2022.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of November 2022.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

TOPSOIL QUOTE

DESCRIPTION	MINIMAL QUANTITY-RANGE	MAXIMUM QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2022-2023		2023-2024		2024-2025	
					UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS	UNIT PRICE PER CUBIC YARD	COSTS
<i>EXAMPLE:</i>			6-WHEELER 14 CUBIC YARDS	1,000	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00
A. PULVERIZED TOPSOIL (PICKED UP BY CITY OF DARIEN)	1,000	4,000	6-WHEELER 14 CUBIC YARDS	1,000	\$10.00	\$10,000.00	\$10.00	\$10,000.00	\$10.00	\$10,000.00
B. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	6-WHEELER 14 CUBIC YARDS	1,000	\$16.00	\$16,000.00	\$16.00	\$16,000.00	\$16.00	\$16,000.00
C. PULVERIZED TOPSOIL (DELIVERED TO CITY OF DARIEN)	1,000	4,000	SEMI 20 CUBIC YARDS	1,000	\$16.00	\$16,000.00	\$16.00	\$16,000.00	\$16.00	\$16,000.00
<b>TOTAL COSTS A+B+C</b>										

**QUOTE AWARDED ON TOTAL COST**

Company Name: SHREVE SERVICES INC.

Address: 23337 GRANTON DR

Submitted By: STEPHEN SHREVE

Date: 11/5/2021

Telephone Number: 815-436-6691

Mobile Telephone Number: 815-693-8631

Fax Number: 815-436-0025

E-mail Address: SSHREVE@SHREVE-SERVICES.COM

Authorized Signature: *[Signature]*

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) approving an extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and pick up of stone for Public Works projects for a period of May 1, 2023 through April 30, 2024.

**BACKGROUND**

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and drainage projects. The proposed resolution would allow the City to pick up the specified stone from Vulcan Construction Materials, LLC.

Quotes were requested on November 12, 2020 and Staff had received one (1) competitive quote for the pickup of stone at per unit cost. The sole bidder was Vulcan Construction Materials, LLC, see [Attachment A](#). The request for quotes stipulated that pricing be held in place from May 1, 2023 through April 30, 2024. The proposed extension would be the second extension, year three (3) of a three (3) year proposal. The proposed extension was confirmed on October 5, 2022. See [Attachment B](#). Vulcan Construction Materials, LLC, was the awarded vendor last year and has provided satisfactory services in the past.

The expenditure would come from the Street Water and Capital accounts, depending on the specific project requiring the stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000.00.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with Vulcan Construction Materials, LLC.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda for formal approval.

**PICKED UP STONE QUOTE SUMMARY  
2023-2024**

				<b>Vulcan Construction Materials, Inc.</b>	
<b>DESCRIPTION</b>	<b>QUANTITY-RANGE</b>	<b>UNIT</b>	<b>MULTIPLIER QUANTITY</b>	<b>UNIT PRICE</b>	<b>COSTS</b>
<i>EXAMPLE:</i>			<i>200</i>	\$ 1.00	\$ 200.00
<b>A. CA-6 STONE</b>	200-3000	TON	200	\$ 10.00	\$ 2,000.00
<b>B. CA-7 STONE</b>	200-3000	TON	200	\$ 15.50	\$ 3,100.00
<b>C. 6 - 8 Inch PGE</b>	200-2000	TON	200	\$ 47.00	\$ 9,400.00
<b>D. 10 - 12 Inch PGE</b>	200-2000	TON	200	\$ 47.00	\$ 9,400.00
<b>TOTAL COSTS A+B+C+D</b>					\$ <b>23,900.00</b>

**From:** Grimes, Jason  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac  
**Subject:** Re: stone  
**Date:** Wednesday, October 5, 2022 4:17:13 PM

---

Regina,

We will honor the extension with the quoted pricing starting on May 1, 2023 and valid through April 30, 2024 at prices in the 2023-2024 column of both the Pickup and Delivered stone summaries. Please let us know if you have any other questions

On Wed, Oct 5, 2022 at 3:38 PM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2023-24 as it relates to the subject line.

Please confirm you are in agreement with the contract extension and unit pricing per the proposed 2023-24 pricing schedule.

Thank you,

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-enevs>

--

Jason Grimes

Vulcan Materials Company  
262-206-8350 (cell)  
[grimesj@vmcmail.com](mailto:grimesj@vmcmail.com)

**CAUTION:** This e-mail originated outside of the City's email system. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.





RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM VULCAN CONSTRUCTION MATERIALS, LLC, FOR THE PURCHASE AND PICK UP OF STONE FOR VARIOUS PUBLIC WORKS PROJECTS AT THE PROPOSED UNIT PRICES FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024**

**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 approves an extension of a proposal from Vulcan Construction Materials, LLC, to purchase and pick up stone for various Public Works projects at the proposed unit prices, for a period of May 1, 2023 through April 30, 2024, 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 7<sup>th</sup> day of November 2022.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of November 2022.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR


ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## PICKED UP STONE QUOTE SUMMARY

DESCRIPTION	QUANTIT Y-RANGE	UNIT	MULTIPLIER QUANTITY	2021-2022		2022-2023		2023-2024	
				UNIT PRICE	COSTS	UNIT PRICE	COSTS	UNIT PRICE	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00	\$ 1.00	\$ 200.00
A. CA-6 STONE	200-3000	TON	200	\$9.00	\$1,800.00	\$9.50	\$1,900.00	\$10.00	\$2,000.00
B. CA-7 STONE	200-3000	TON	200	\$14.50	\$2,900.00	\$15.00	\$3,000.00	\$15.50	\$3,100.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$46.00	\$9,200.00	\$46.50	\$9,300.00	\$47.00	\$9,400.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$46.00	\$9,200.00	\$46.50	\$9,300.00	\$47.00	\$9,400.00
TOTAL COSTS A+B+C+D					\$23,100.00		\$23,500.00		\$23,900.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	VULCAN CONSTRUCTION MATERIALS, LLC								
Address:	1000 E WARRENVILLE, SUITE 100, NAPERVILLE IL 60563								
Submitted By:	JASON GRIMES								
Date:	11-12-2020								
Telephone Number:	630-955-8500								
Mobile Telephone Number:									
Fax Number:	630-955-4453								
E-mail Address:	VULCANMATERIALSQUOTE@VMCMAIL.COM								
Authorized Signature:									

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) approving an extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2023 through April 30, 2024.

**BACKGROUND**

During the year the department requires stone to be used for various Public Works projects, such as water main breaks, valve and hydrant replacements, road shouldering, storm sewer and ditching projects. The proposed resolution would allow the proposed vendor to provide the City of Darien semi-loads directly from the quarry when required.

Quotes were requested on November 12, 2020 and Staff had received one (1) competitive quote for the stone and delivery. The sole bidder was Vulcan Construction Materials, LLC, see [Attachment A](#). The department primarily uses CA6 and CA7, and the PGE is a heavier stone utilized for bank stabilization. The request for quotes stipulated that pricing be held in place from May 1, 2023 through April 30, 2024. It also included two optional extensions for 2022 and 2023. The proposed extension would be the second extension, year three (3) of a three (3) year proposal. The proposed extension was confirmed on October 5, 2022. See [Attachment B](#). Vulcan Construction Materials, LLC, was the awarded vendor last year has provided satisfactory services in the past.

The expenditure would come from the Street, Water and Capital accounts, depending on the specific project requiring semis of stone. The total estimated costs for all maintenance and budgetary programs requiring stone are estimated to be approximately \$75,000 pending Capital Project budget approval.

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution with Vulcan Construction Materials, LLC.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda for formal approval.



## DELIVERED STONE QUOTE SUMMARY 2023-2024

				<b>Vulcan Construction Materials, Inc.</b>	
<b>DESCRIPTION</b>	<b>QUANTITY-RANGE</b>	<b>UNIT</b>	<b>MULTIPLIER QUANTITY</b>	<b>UNIT PRICE DELIVERED</b>	<b>COSTS</b>
<i>EXAMPLE:</i>			<i>200</i>	<i>\$ 1.00</i>	<i>\$ 200.00</i>
<b>A. CA-6 STONE</b>	200-3000	TON	200	\$ 15.65	\$ 3,130.00
<b>B. CA-7 STONE</b>	200-3000	TON	200	\$ 21.15	\$ 4,230.00
<b>C. 6 - 8 Inch PGE</b>	200-2000	TON	200	\$ 52.65	\$ 10,530.00
<b>D. 10 - 12 Inch PGE</b>	200-2000	TON	200	\$ 55.23	\$ 11,046.00
<b>TOTAL COSTS A+B+C+D</b>					<b>\$ 28,936.00</b>

**From:** Grimes, Jason  
**To:** Regina Kokkinis  
**Cc:** Dan Gombac  
**Subject:** Re: stone  
**Date:** Wednesday, October 5, 2022 4:17:13 PM

---

Regina,

We will honor the extension with the quoted pricing starting on May 1, 2023 and valid through April 30, 2024 at prices in the 2023-2024 column of both the Pickup and Delivered stone summaries. Please let us know if you have any other questions

On Wed, Oct 5, 2022 at 3:38 PM Regina Kokkinis <rkokkinis@darienil.gov> wrote:

Good Day,

Attached, please see the pricing schedule for 2023-24 as it relates to the subject line.

Please confirm you are in agreement with the contract extension and unit pricing per the proposed 2023-24 pricing schedule.

Thank you,

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-eneews>

--

Jason Grimes

Vulcan Materials Company  
262-206-8350 (cell)  
[grimesj@vmcmail.com](mailto:grimesj@vmcmail.com)

**CAUTION:** This e-mail originated outside of the City's email system. **DO NOT** click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION APPROVING AN EXTENSION OF A PROPOSAL FROM VULCAN CONSTRUCTION MATERIALS, LLC, FOR THE PURCHASE AND DELIVERY OF STONE FOR THE PUBLIC WORKS PROJECTS FOR A PERIOD OF MAY 1, 2023 THROUGH APRIL 30, 2024**

**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 approves an extension of a proposal from Vulcan Construction Materials, LLC, for the purchase and delivery of stone for Public Works projects for a period of May 1, 2023 through April 30, 2024, 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 7<sup>th</sup> day of November 2022.

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of November 2022.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR


ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

## DELIVERED STONE QUOTE SUMMARY

DESCRIPTION	QUANTITY-RANGE	UNIT	MULTIPLIER QUANTITY	2021-2022		2022-2023		2023-2024	
				UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS	UNIT PRICE DELIVERED	COSTS
EXAMPLE:			200	\$ 1.00	\$ 200.00				
A. CA-6 STONE	200-3000	TON	200	\$ 14.65	\$ 2,930.00	\$ 15.15	\$ 3,030.00	\$ 15.65	\$ 3,130.00
B. CA-7 STONE	200-3000	TON	200	\$ 20.15	\$ 4,030.00	\$ 20.65	\$ 4,130.00	\$ 21.15	\$ 4,230.00
C. 6 - 8 Inch PGE	200-2000	TON	200	\$ 51.65	\$ 10,330.00	\$ 52.15	\$ 10,430.00	\$ 52.65	\$ 10,530.00
D. 10 - 12 Inch PGE	200-2000	TON	200	\$ 54.23	\$ 10,846.00	\$ 54.73	\$ 10,946.00	\$ 55.23	\$ 11,046.00
TOTAL COSTS A+B+C+D					\$ 28,136.00		\$ 28,536.00		\$ 28,936.00
QUOTE AWARDED ON TOTAL COST									
Company Name:	VULCAN CONSTRUCTION MATERIALS LLC								
Address:	1000 E WARRENVILLE RD SUITE 100, NAPERVILLE IL 60563								
Submitted By:	JASON GRIMES								
Date:	11-12-2020								
Telephone Number:	630-955-8500								
Mobile Telephone Number:									
Fax Number:	630-955-4453								
E-mail Address:	VULCANMATERIALS@OUTB@VMC.MAIL.COM								
Authorized Signature:									

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) authorizing the purchase of 125 banners from Bannerville in an amount not to exceed \$10,625.00.

**BACKGROUND/HISTORY**

The City displays various types of seasonal banners throughout the year on the following roadways;

Cass Avenue  
 75<sup>th</sup> Street  
 Clarendon Hills Road  
 Plainfield Road

The original banners were purchased in 2017 and in 2021, the summer banners were replaced. The winter banners are faded and are no longer aesthetically pleasing. Many of the banners have also sustained damage from high winds and ultra violet light. The staff has been replacing the banners on as need basis and has determined that the existing winter banners have exceeded their useful life.

The City requested quotes for 125 mesh winter banners and received one responsive bid from Bannerville USA. The vendor is a local company and has been providing us replacement banners with excellent service. See [Exhibit A](#).

The proposed item would be expended from the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22/23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4257	Supplies – Other Banner Replacements	\$11,000.00	\$10,625.00	\$375.00

**STAFF RECOMMENDATION**

A resolution authorizing the purchase of 125 winter banners from Bannerville at a cost not to exceed \$10,625.00.

**ALTERNATE CONSIDERATION**

As recommended by the Committee.

**DECISION MODE**

This item will be on the November 7, 2022, City Council agenda for formal consideration.





RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF 125 BANNERS FROM BANNERVILLE IN AN AMOUNT NOT TO EXCEED \$10,625.00**

**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 and City Clerk to accept a proposal from Bannerville for the purchase of 125 banners, in an amount not to exceed \$10,625.00, 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 7<sup>th</sup> day of November 2022.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of November 2022.

\_\_\_\_\_  
JOSEPEH MARCHESE, MAYOR

ATTEST:  
  
\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM  
  
\_\_\_\_\_  
CITY ATTORNEY



**QUOTE**

10/10/2022

Valid for 30 days from above date

To: **Kris Thom**  
**City of Darien**  
**1702 Plainfield Rd**  
**Darien, IL 60561**  
**630-429-1711**

Salesperson	Job	Payment Terms	Due Date
Tom Sitkowski	Pole Banners	Net30	

Qty	Description	Unit Price	Line Total
125.00	Pole Banners: Winter - 30 x 85", DS Mesh	\$ 85.00	\$ 10,625.00
	<b>Double Banners: 25 poles / 50 banners</b>		
	<b>Single Banners: 75 banners</b>		

*The above estimate is presented with the understanding that any changes or modifications to specifications are subject to additional charges including oral modifications. All applicable sales tax and shipping charges will be billed as additional charges.*

Subtotal	\$ 10,625.00
Sales Tax	
<b>Total</b>	<b>\$ 10,625.00</b>

**Thank you for your business!**

**8164 S. Madison | Burr Ridge, IL 60527 | Phone: (630) 455-0304 | Fax: (630) 455-0314 | info@bannerville.com**

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) authorizing the purchase of Biomelt AG 64, the organic deicing accelerator product, from SNI Solutions, in an amount not to exceed \$11,205(4,500 gallons x \$2.49/gallon).

**BACKGROUND/HISTORY**

Included within the FY22/23 Budget are supplies as it relates to the enhancement of deicing roadways within the City. The deicing program was initiated in 2018 and will be in its 4th year of use. There are two distinct snow and ice control strategies that make use of chemical freezing-point effective: deicing and anti-icing. Deicing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize salt usage, and reduce the potential for impact on properties.

VENDOR	PRODUCT	COST PER GALLON
SNI Solutions	Bio-Melt AG64	*\$2.49

The Biomelt product would be utilized for the deicing and anti-icing operations and would require approximately 4,500 gallons of the Biomelt product.

The FY22/23 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22/23 BUDGET	EXPENDITURE	BALANCE
03-60-4259	Streets-Operating Supplies Anti-icing/de-icing	\$9,450	\$11,205	(\$1,755)

**STAFF RECOMMENDATION**

The minimal load is 4,500 gallons and funds from the Motor Fuel Tax Fund will be able to cover the shortfall. Staff recommends approval of this resolution accepting a proposal from SNI Solutions for the purchase of Biomelt AG 64 in an amount not to exceed \$11,205(4,500 gallons x \$2.49/gallon).

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda for formal consideration.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF BIOMELT AG 64, THE ORGANIC DEICING ACCELERATOR PRODUCT, FROM SNI SOLUTIONS, IN AN AMOUNT NOT TO EXCEED \$11,205(4,500 GALLONS X \$2.49/GALLON)**

**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 purchase of Biomelt AG 64, the organic deicing accelerator product, from SNI Solutions, in an amount not to exceed \$11,205(4,500 gallons x \$2.49/gallon), 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 7<sup>th</sup> day of November 2022.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of November 2022.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

MEMO

From: [Kris Throm](#)  
 To: [Dan Gombac](#); [Regina Kokkins](#)  
 Cc: [David Fell](#)  
 Subject: F/W: Biomelt AG 64  
 Date: Tuesday, October 18, 2022 9:47:56 AM  
 Attachments: [Biomelt AG 64](#)  
[Biomelt AG 64](#)

Thanks,

**Kris Throm**  
 City of Darien Municipal Services  
 Superintendent  
 (630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter:  
 DARIEN DIRECT CONNECT  
 Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

**From:** Mike Bellovics <mike@snisolutions.com>  
**Sent:** Wednesday, October 12, 2022 1:56 PM  
**To:** Kris Throm <kthrom@darienil.gov>  
**Subject:** RE: Biomelt AG 64

Hello Kris,

Mike said we will extend the same price that the IDOT is paying for this 2022-23 season.

4500 gallons – Biomelt AG 64 - @\$2.49 per gallon  
 Delivered to one site, one tank.

Thank you,  
*Anne Happel*  
 SNI Solutions Inc  
 205 N Stewart Street  
 Geneseo IL 61254  
 888-840-5564 toll free  
 309-944-3168 office  
 309-944-4620 fax

**From:** Kris Throm <kthrom@darienil.gov>  
**Sent:** Wednesday, October 12, 2022 1:35 PM  
**To:** Mike Bellovics <mike@snisolutions.com>  
**Subject:** RE: Biomelt AG 64

Mike,

I wanted to check and see if you could give me the delivered price for Bio-Melt AG64 for the upcoming season. Possible multiple deliveries at different points in the season (so anywhere between November 2022 and April 2023).

Thanks,

**Kris Throm**  
 City of Darien Municipal Services  
 Superintendent  
 (630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter:  
 DARIEN DIRECT CONNECT  
 Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

**From:** Mike Bellovics <mike@snisolutions.com>  
**Sent:** Wednesday, October 6, 2021 2:02 PM  
**To:** Kris Throm <kthrom@darienil.gov>  
**Subject:** RE: Biomelt AG 64

Not a problem. Let me know if I can be of further help.

*Anne Happel*  
 SNI Solutions Inc  
 205 N Stewart Street  
 Geneseo IL 61254  
 888-840-5564 toll free  
 309-944-3168 office  
 309-944-4620 fax

**From:** Kris Throm <kthrom@darienil.gov>  
**Sent:** Wednesday, October 6, 2021 1:38 PM  
**To:** Mike Bellovics <mike@snisolutions.com>  
**Cc:** Dan Gombac <[dgombac@darienil.gov](mailto:dgombac@darienil.gov)>; David Fell <[dfell@darienil.gov](mailto:dfell@darienil.gov)>  
**Subject:** RE: Biomelt AG 64

Great thanks Anne, I will see what I can find. Thanks for the call earlier about the pricing as well, makes sense now.

Thanks,

**Kris Throm**  
 City of Darien Municipal Services  
 Superintendent  
 (630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter:  
 DARIEN DIRECT CONNECT  
 Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

**From:** Mike Bellovics <mike@snisolutions.com>  
**Sent:** Wednesday, October 6, 2021 12:42 PM  
**To:** Kris Throm <kthrom@darienil.gov>  
**Subject:** RE: Biomelt AG 64

Kris,

Jennifer who submits our bids and is working with IDOT, said that on Bidbuy – where all the state info is, said to look up B-18528. (she said that there is several numbers in front of the B-18528, but the B-18528 is the bid or contract renewal number)

She also said you could contact IDOT and speak with someone regarding this contract B-18528 too.

Let me know if you are still having problems on this verification.

Thank you,

Anne Happel  
 SNI Solutions Inc  
 205 N Stewart Street  
 Geneseo IL 61254  
 888-840-5564 toll free  
 309-944-3168 office  
 309-944-4620 fax

**From:** Kris Throm <kthrom@darienil.gov>  
**Sent:** Wednesday, October 6, 2021 11:43 AM  
**To:** Mike Bellovics <mike@snisolutions.com>  
**Cc:** David Fell <dfell@darienil.gov>; Dan Gombac <dgombac@darienil.gov>  
**Subject:** RE: Biomelt AG 64

I thought that Public entities were allowed to take advantage of the bid prices through the State Bid process. This is how we have bought vehicles in the past as well for example. There wasn't any markup on those because we were only buying 1 vehicle whereas the State may have bid out to buy 50.

Thanks,

**Kris Throm**  
 City of Darien Municipal Services  
 Superintendent  
 (630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter:  
 DARIEN DIRECT CONNECT  
 Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

**From:** Mike Bellovics <mike@snisolutions.com>  
**Sent:** Wednesday, October 6, 2021 11:37 AM  
**To:** Kris Throm <kthrom@darienil.gov>  
**Subject:** RE: Biomelt AG 64

The state bid is actually 2.05 until 11-30-2021. Starting 12-01-2021 it goes to 2.49 per gallon.

The 2.00 ended earlier this year. The reason the state bid is lower than what you were quoted, is, they bid in large quantity. It is based on volume.

Please let me know if you need further information.

Thank you,  
 Anne Happel  
 SNI Solutions Inc  
 205 N Stewart Street  
 Geneseo IL 61254  
 888-840-5564 toll free  
 309-944-3168 office  
 309-944-4620 fax

**From:** Kris Throm <kthrom@darienil.gov>  
**Sent:** Wednesday, October 6, 2021 11:26 AM  
**To:** Mike Bellovics <mike@snisolutions.com>; David Fell <dfell@darienil.gov>  
**Subject:** RE: Biomelt AG 64

Hello Mike,

Hope all is well. Just wanted to check with you regarding the price that we were quoted for the delivery of BioMelt AG 64. Looks like the State Purchase Contract price is \$2.00/gallon delivered but we were quoted \$2.35/gallon. So if we ordered 4,500 gallons then it would be \$9,000.00 for the load, correct? Let me know if I am missing something. I was preparing to send this up to my boss and I know he will have the same exact question.

The screenshot shows a web browser window with the following tabs: '2021-2022 Quote Request L...', '2021-2022 Quote Request L...', 'KMBT\_654-20200909123412', 'New Tab', 'BidBuy', and 'State of Illinois - General Ser...'. The address bar shows a URL from bidbuy.illinois.gov.

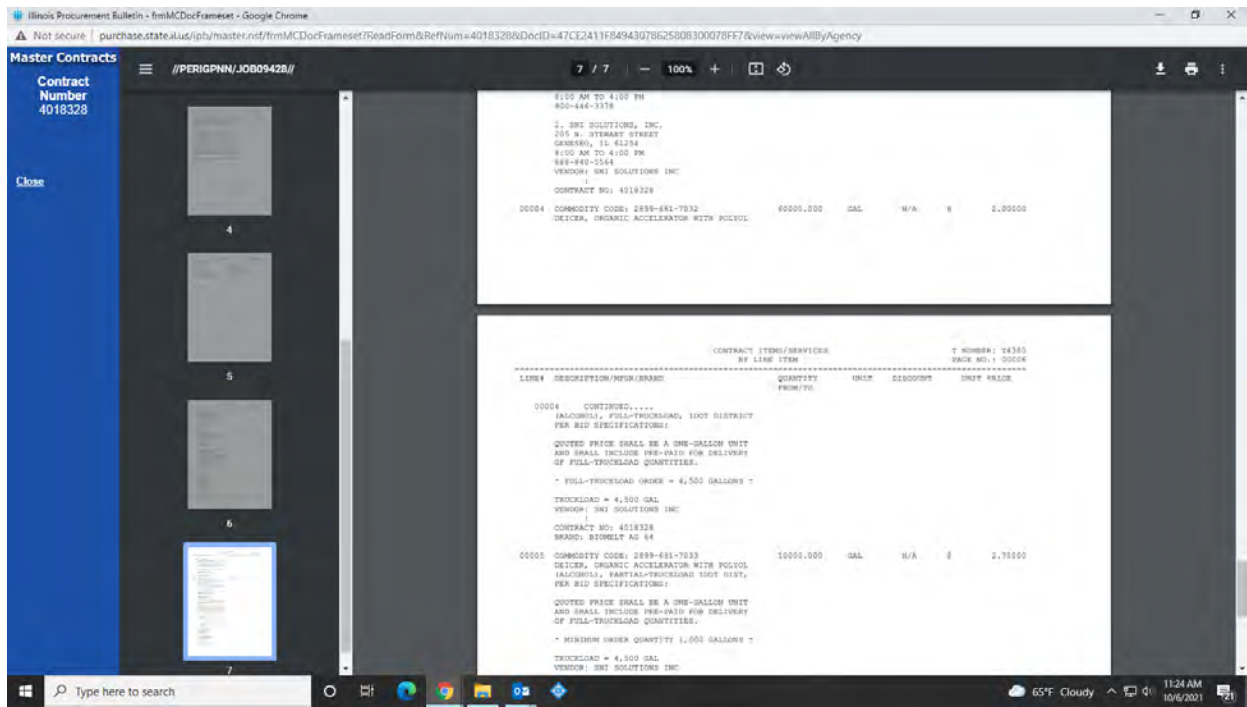
**Item # 4: (192 - 46)** DEICER, ORGANIC ACCELERATOR WITH POLYOL (ALCOHOL) FULL-TRUCKLOAD, IDOT DISTRICT PER BID SPECIFICATIONS: QUOTED PRICE SHALL BE A ONE-GALLON UNIT AND SHALL INCLUDE PRE-PAID FOB DELIVERY OF FULL-TRUCKLOAD QUANTITIES. \* FULL-TRUCKLOAD ORDER = 4,500 GALLONS \* BIOMELT AG64 ORGANIC ACCELERATOR AS PRODUCED BY SNI SOLUTIONS, OR AN APPROVED EQUIVALENT. BRAND: \_\_\_\_\_ CAT.NO: \_\_\_\_\_ \*NOTE- FULL-TRUCKLOAD = \_\_\_\_\_ GALLONS\*

QTY	UNIT COST	UOM	TOTAL DISCOUNT AMT.	TAX RATE	TAX AMOUNT	TOTAL COST
60,000.0	\$2.00 EA	Each	\$0.00		\$0.00	\$120,000.00

**Item # 5: (192 - 46)** DEICER, ORGANIC ACCELERATOR WITH POLYOL (ALCOHOL) PARTIAL-TRUCKLOAD IDOT DIST. PER BID SPECIFICATIONS: QUOTED PRICE SHALL BE A ONE-GALLON UNIT AND SHALL INCLUDE PRE-PAID FOB DELIVERY OF FULL-TRUCKLOAD QUANTITIES. \* MINIMUM ORDER QUANTITY 1,000 GALLONS \* BIOMELT AG64 ORGANIC ACCELERATOR AS PRODUCED BY SNI SOLUTIONS, OR AN APPROVED EQUIVALENT. BRAND: \_\_\_\_\_ CAT.NO: \_\_\_\_\_ \*NOTE- FULL-TRUCKLOAD = \_\_\_\_\_ GALLONS\*

QTY	UNIT COST	UOM	TOTAL DISCOUNT AMT.	TAX RATE	TAX AMOUNT	TOTAL COST
10,000.0	\$2.75 EA	Each	\$0.00			

An Outlook notification is visible in the bottom right corner: 'Outlook 2016' with a message from Regina Kokkinis: 'RE: 1629 Claremont Resident called again regarding this. I explained City would be making the repairs. Can someone please reach ou...'



Thanks,

**Kris Throm**  
City of Darien Municipal Services  
Superintendent  
(630) 514-3453

To receive important information from the City of Darien sign up for our electronic newsletter:  
DARIEN DIRECT CONNECT  
Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

**From:** Mike Bellovics <mike@snisolutions.com>  
**Sent:** Monday, September 13, 2021 2:17 PM  
**To:** David Fell <dfell@darienil.gov>  
**Cc:** Kris Throm <kthrom@darienil.gov>  
**Subject:** RE: Biomelt AG 64

Hello David,

Per your request, please find the following quote – provide by Mike;

4500 gallons – Biomelt AG 64 - @2.35 per gallon  
Delivered to one site

If you have any further questions, please let us know.

Thank you,  
*Anne Happel*  
SNI Solutions Inc  
205 N Stewart Street  
Geneseo IL 61254  
888-840-5564 toll free  
309-944-3168 office  
309-944-4620 fax

**From:** David Fell <dfell@darienil.gov>  
**Sent:** Monday, September 13, 2021 9:42 AM  
**To:** mike@snisolutions.com  
**Cc:** Kris Throm <kthrom@darienil.gov>  
**Subject:** chemical

Hi Mike , Can you give me a delivery quote for one Geomelt tanker truck load of the stock pile treatment Chemical.

David Fell  
City of Darien Street Foreman  
1041 S Frontage Rd  
Darien Il 60561  
630-429-1711

CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems Ltd., in an amount not to exceed \$62,000.00.

**BACKGROUND/HISTORY**

Included within the FY22/23 Budget are liquid rock salt additives commonly known as de-icing products for roadways. There are two distinct snow and ice control strategies that make use of chemical freezing point effective: de-icing and anti-icing. De-icing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize deicer usage, and reduce the potential for impact on properties and the environment.

Increased safety

Applying ice-melting chemicals before or at the start of freezing precipitation prevents formation of bonded ice on pavement, which can help ensure safe passage for pedestrians and motorists from the outset of a storm.

Reduced deicer use

The U.S. Environmental Protection Agency (EPA) says effective pretreatments typically require up to 75% less ice melt material throughout the storm cycle compared to deicing after weather events, reducing costs as well as environmental impact.

Labor and cost savings

Pretreating pavement surfaces with ice melter can provide significant labor and cost-saving benefits. Anti-icing treatment before a storm can often eliminate the need to remove light accumulations and can make removal of heavy snow and ice faster and easier. The residual ice-melting effect of these treatments can reduce the need for subsequent deicing applications after plowing.

Material selection

Material selection depends on many factors, including available equipment, pavement temperatures, and current and expected weather conditions. Anti-icing is a proven way to provide safer conditions for motorists and pedestrians starting at the very outset of a winter storm event. It is also a practical way to help minimize rock salt use, reduce labor and cost, and minimize the impact on properties and the environment before, during and after a storm. It is an effective and practical strategy for municipalities whenever they have advance warning that a storm is on the way.

Staff has reviewed various products with adjacent municipalities as well as manufacturers de-icing representatives. There are various products that have been introduced within the last several years and Staff is requesting to utilize the various products as listed below throughout the winter season



for further review of optimal performance including reducing rock salt usage. The following is a schedule for the de-icing products and are further listed and attached as [Attachment A](#).

- Item 1.** Freezgard Zero (magnesium chloride) 4500 gallons at \$1.35/gallon - \$6,075
- Item 2.** InfernalMelt NC-no mixing pre-wetting, anti-icing & de-icing(-30° F) 4500 gallons at \$5.37/gallon - \$24,165
- Item 3.** InfernalMelt w/Residucron – pre-wet, anti-ice & de-ice (-36° F) 4500 gallons at \$1.37/gallon - \$6,165
- Item 4.** Cryoblend 80/20-no mixing pre-wetting, anti-icing & de-icing (-11° F) 4500 gallons at \$1.35/gallon - \$6,075

Please note all quantities are based on a minimal purchase of 4,500 gallons. Industrial Systems Ltd. is the exclusive proprietary distributor for these products thus, no additional quotes were obtained. See [Attachment B](#). The past two years, the City has used up to 15,000 gallons. It is estimated that up to an additional 10,000 gallons could have been utilized for the remainder of the winter season. Due to trucking and supply line issues the City was unable to receive product. To combat the concern of product availability additional storage containers are being incorporate to the Municipal Services facility for inventory. Upon review of the winter occurrences, Staff will review the cost effectiveness of the various products and provide an update to the Snow Operations Policy.

The FY22/23 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22/23 BUDGET	EXPENDITURE	BALANCE
01-30-4257	Streets-Operating Supplies Anti-Icing/De-Icing-Freezgard Zero	\$62,000	\$ 6,075	\$55,925
	Streets-Operating Supplies Anti-Icing/De-Icing- InfernalMelt NC		\$24,165	\$31,760
	Streets-Operating Supplies Anti-Icing/De-Icing- InfernalMelt w/Residucron		\$ 6,165	\$25,595
	Streets-Operating Supplies Anti-Icing/De-Icing-Cryoblend 80/20		\$ 6,075	\$19,520
	Contingency		\$19,520	\$ 0.00

**\*Contingency will be based upon performance review and availability of the above products and staff requests the ability to purchase additional product as required not to exceed \$19,520.**

**STAFF RECOMMENDATION**

Staff recommends approval of this resolution authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems Ltd., in an amount not to exceed \$62,000.00.

**ALTERNATE CONSIDERATION**

As directed by the Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022 City Council agenda for formal consideration.

# INFERNALMELT

## InfernalMelt NC

*Give your customers “Zero Tolerance” pavements and reduce slip & fall lawsuits with our line of HOT LIQUIDS!*

### DESCRIPTION & USES

**InfernalMelt NC** is a non chloride ice melting liquid. It is 100% bio-degradable and earth friendly. It has an extra low freeze point of **-32°F** and can be used for de-icing, anti-icing and pre-wetting rock salt. It melts more snow and ice than conventional chloride based liquids and brines at temperatures below 15°F. It is a perfect choice for environmentally sensitive areas or areas where corrosion may be a concern.

**InfernalMelt NC** is composed primarily of a proprietary liquid with no suspended solids that might clog sprayer heads. It is artfully blended for maximum melting performance. Because it is a non chloride product it is non corrosive being slightly less corrosive than tap water. It also is biologically stable unlike some organics on the market. It has a low BOD and toxicity to fish, mammals and vegetation. What this equates to is less incidental damage to landscaping and the environment.

### APPLICATION GUIDELINES

Liquids are your most valuable tool to get a “running water” parking lot. However, liquids are not meant to totally replace dry products. Liquids are most effective when applied to the pavement before an event (anti-icing) or applied to rock salt (pre-wetting). They can be applied to existing snow & ice (de-icing) but there are practical limits as to how much snow & ice liquids can melt after an event. (See section on de-icing). Because the product has a residual effect it can be applied further in advance of a storm than straight chlorides or salt brines since it lasts longer.

**Pre-wetting** – Application rate is 6 -12 gallons per ton of rock salt at the auger / spinner or onto loader bucket when loading truck.

- ▶ 15% - 35% reduction in salt use due to reduced “bounce & scatter” and residual effect of the organic.
- ▶ Melting begins immediately - no waiting for salt to make its own brine.
- ▶ Lower salt consumption from pre-wetting is better for plantings & the environment in general.

**Anti-icing** – Application rate for anti-icing is  $\frac{3}{4}$  - 1 gallon per 1000 square feet (30-40 gallons per lane mile). For frost prevention use half that. Use solid stream nozzles for roads and fan spray nozzles for parking lots due to less spreading action due to vehicle tires in lots. Apply as soon as practicable before an event or once the event begins.

- ▶ Prevents bonding of snow and ice to pavement which speeds up removal operations which saves \$.
- ▶ Can be applied up to 2 days before an event due to the residual effect.
- ▶ Superior to dry salt for premium service to customers to reduce slip-and-fall accidents & liability.
- ▶ Prevents “black ice”.
- ▶ Starts working earlier & lasts longer than dry products.

**De-icing** – Application rate starts at 1 gallon per 1000 square feet (40 gallons per lane mile). Rate can be adjusted based on accumulation. Use solid stream nozzles set at higher pressure to help increase penetration down to the pavement to undermine snow & ice.

- ▶ Clear product won't track in stores and offices.
- ▶ Melting begins immediately upon application.
- ▶ **InfernalMelt NC** melts through up to 1/4” of dry packed snow down to the pavement, when using straight stream nozzles, where it will spread and break the bond between the ice & snow and the road allowing plows to remove it easily saving time and money.

### **TYPICAL PROPERTIES**

Freezing Point.....-32°F (-30°C)

Appearance.....Clear light violet liquid with mild odor

Specific Gravity.....1.15 – 1.18

Weight/gl.....9.7 – 9.95

pH.....6.5 – 9.5

BOD: 0.27 kg Oxygen/ kg fluid

COD: 0.38 kg Oxygen/kg fluid

# Industrial Systems Ltd.

112 W. Rand Rd. (Route 120), Lakemoor, IL 60051

Office 815.344.5566 or 815.344.5588 • E-mail: [steve@isltd.us](mailto:steve@isltd.us)

Ice-Melt-Products.com

# INFERNALMELT

## *InfernalMelt w/ Residucron*

*Give your municipality “Zero Tolerance” pavements with our line of clear HOT LIQUIDS!*

### DESCRIPTION & USES

**InfernalMelt w/ Residucron** is our *premium* clear road ready product. It’s composed of our standard **InfernalMelt** liquid with a clear organic additive called Residucron which, unlike other organic additives won’t track inside stores and offices. It has been referred to as *“Liquid Fire”!* The residual effect afforded by the organic additive is like gluing the salts to the pavement making it last longer on the surface which means less subsequent application of ice melters. It has an extra low freeze point of **-36°F** and can be used for de-icing, anti-icing and pre-wetting rock salt.

**InfernalMelt w/ Residucron** is composed primarily of Calcium, Sodium, & Potassium Chlorides along with an agriculturally derived clear organic additive. It is artfully blended for maximum melting performance but because the blend of chlorides is balanced there is not an excessive amount of any one component. The individual components are safe for plantings in small quantities but had we composed it exclusively of any one single component then chances are that it would exceed the safe level for that component. What this equates to is less incidental damage to landscaping. **InfernalMelt w/ Residucron** also inhibits corrosion due to the organic ingredient in it. A reduction in corrosion of 40-50% is expected.

### APPLICATION GUIDELINES

Liquids are your most valuable tool to reduce chlorides in the environment. However, liquids are not meant to totally replace dry products. Liquids are most effective when applied to the pavement before an event (anti-icing) or applied to rock salt (pre-wetting). They can be applied to existing snow & ice (de-icing) but there are practical limits as to how much snow & ice liquids can melt after an event. (See section on de-icing\*). Because the product has a residual effect it can be applied further in advance of a storm than the Standard InfernalMelt product since it lasts longer.

**Pre-wetting** – Application rate is 5 -17 gallons per ton of rock salt at the auger / spinner or onto loader bucket when loading truck.

- ▶ 15% - 35% reduction in salt use due to reduced “bounce & scatter” and residual effect of the organic.
- ▶ Melting begins immediately - no waiting for salt to make its own brine.
- ▶ Lower salt consumption from pre-wetting is better for plantings & the environment in general.

**Anti-icing** – Application rate for anti-icing is 20-30 gallons per lane mile. Use solid stream nozzles for roads and fan spray nozzles for parking lots due to less spreading action due to vehicle tires in lots. Apply as soon as practicable before an event or once the event begins.

- ▶ Prevents bonding of snow and ice to pavement which speeds up removal operations which saves \$.
- ▶ Can be applied up to 3 days before an event due to the organic additives' residual effect.
- ▶ Best choice for premium service to customers to reduce slip-and-fall accidents & liability.
- ▶ Prevents "black ice".
- ▶ Starts working earlier & lasts longer than dry products.

**De-icing** – Application rate is 40 gallons per lane mile. Rate can be adjusted based on accumulation. Use solid stream nozzles set at higher pressure to help increase penetration down to the pavement to undermine snow & ice.

- ▶ Clear product won't track in stores and offices.
- ▶ **InfernalMelt w/ Residucron** begins melting ice & snow immediately upon application.
- ▶ **InfernalMelt w/ Residucron** melts through up to ½" of dry packed snow down to the pavement, when using straight stream nozzles, where it will spread and break the bond between the ice & snow and the road allowing plows to remove it easily saving time and money.\*

*\*Because InfernalMelt w/ Residucron is composed of various chlorides and it has a limited amount of corrosion inhibition (between 40-50%) it is not a non corrosive product. Therefore users should use it appropriately around sensitive areas. Chlorides may also stain certain metals if applied directly to them.*

### **TYPICAL PROPERTIES**

Appearance.....Clear Light Amber liquid  
Specific Gravity.....1.17 -1.28  
Weight/gl.....9.65 -10.5  
pH.....6.2 -7.9  
Freezing Point.....-36°F (-38°C)

**Industrial Systems Ltd.**

**112 W. Route 120, Lakemoor, IL 60051**

**Office 815.344.5566 or 815.344.5588**

**E-mail: [steve@isltd.us](mailto:steve@isltd.us)**

**Ice-Melt-Products.com**

# ISL

10-13-2022

To Whom it May Concern,

I am writing to let you know that Industrial Systems Ltd. is the sole manufacturer of ThermaPoint, InfernalMelt & CryoMelt in the 3 state area comprising Illinois, Wisconsin and Iowa. We maintain ourselves as the sole manufacturer to your area.

Sincerely,

Greg Schams

President

Industrial Systems Ltd.

**Industrial Systems Ltd.**

---

112 West Route 120  
Tel: 815.344.5566

Lakemoor, IL 60051  
Fax: 815.344.5588

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE PURCHASE OF ALTERNATIVE LIQUID DE-ICER AND ANTI-ICING PRODUCTS FROM INDUSTRIAL SYSTEMS LTD., IN AN AMOUNT NOT TO EXCEED \$62,000.00**

**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 purchase of alternative liquid de-icer and anti-icing products from Industrial Systems Ltd., in an amount not to exceed \$62,000.00, 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 7<sup>th</sup> day of November 2022.**

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 7<sup>th</sup> day of November 2022.**

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY

**Industrial Systems Ltd.**

112 West Route 120

Lakemoor, IL 60051

Tel: 815-344-5566 • Fax: 815-344-5588

**ISL  
Quote****Darien Public Works  
Attn: David Fell**

Darien, IL.

Date:  
**September 13, 2022**Reference:  
**Liquid De-icer / Anti-icer****LOCAL\* Manufactured, stored & distributed in Chicagoland \*LOCAL**

Submitted By	FOB	Delivery	Terms
Steve Adler		Included	Net 30 days from delivery

Quantity	Product Description	Price
	<i>No Mixing!</i> <b>READY-TO-GO PRODUCT</b> <i>No mixing!</i>	
4,500 gl	Freezgard Zero (Magnesium Chloride) from Compass Minerals	\$1.35/gl
4,500 gl	<b>InfernalMelt NC - <u>No mixing!</u></b> Pre-wetting, anti-icing & de-icing(-30°F)	\$5.37/gal
4,500 gl	<b>InfernalMelt w/ Residucron –</b> Pre-wet, Anti-ice & de-ice (-36°F)	\$1.37/gal
4,500 gl	<b>Cryoblend 80/20-<u>No mixing!</u></b> Pre-wetting, anti-icing & de-icing(-11°F)	\$1.35/gal
	<b>For 2,100 gallons deliveries add \$0.135/gal For 990 gallons deliveries add \$0.27/gal</b>	

**Also available the following for blending operations**

Defoamer – Biocides – Storage Tanks – Pre-Wet Dispensing System

**Important**

Prices in effect at time of delivery and subject to availability, unless such time is extended in writing.

Quantities shown above are not guaranteed.

**Internal Use**

(TP-R) GPS 527.20

\_\_\_\_\_  
Steve Adler



**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) authorizing the Mayor to accept a proposal from E J Equipment, Inc., for the purchase of two (2) new Trackless Tractor MT7 for Safety Sidewalk Snow Clearing Operations in an amount not to exceed \$372,950.

**BACKGROUND/HISTORY**

The City currently owns and maintains two safety walk snowplowing machines to plow 22 miles of sidewalk throughout town. The Safety Sidewalks are on the following main thoroughfares:

Cass Avenue  
Plainfield Road  
75th Street  
Manning Road  
Oldfield Road  
Clarendon Hills Road  
Bailey Road  
North Frontage Road  
67<sup>th</sup> Street

Note: Additional Safety walk will be added once the new sidewalk are installed on 79<sup>th</sup> Street-southern right of way and Clarendon Hills Road-eastern right of way.

The equipment utilized for the operations are as follows

2006 Trackless Model  
2010 MacLean

The above 2006 Trackless Model has outperformed the 2010 MacLean trackless tractor from field performance, parts availability and field service. In addition, the machines were purchased for turf mowing and limited sweeping.

Throughout the years as technology advanced, the turf mowing operations for the above machines has been replaced with zero-turn mowers. The zero-turn mowers have provided the City with significant increase in productivity and performance. With the utilization of the zero-turn mowers the attachments of mower decks and summer tires would be eliminated.

While the equipment has provided years of highly demanding service, the 2006 Trackless Model has exceeded its useful life. The 2010 MacLean has also exceeded its useful life and lacks the optimal performance in power required for snow clearing operations. Both machines continue to experience the following component issues:

Clutch  
Brake lines, hydraulic hoses fittings rotting out

Metal body rust deterioration  
 Electrical, lighting faults

The City Mechanic has reviewed and updated the criteria for the vehicle replacement policy, calling out for the replacement of the equipment. See [Attachment A](#).

The FY23-23 Budget calls out for the replacement of the 2006 Trackless model and the proposed FY23-24 Budget calls out for the replacement of the 2010 MacLean. Please note the 2010 MacLean was purchased in 2013 as a demonstration unit. Staff had reviewed alternate snowplowing equipment with no positive results compared to the Trackless. E J Equipment, Inc. has sold Trackless machines to the following municipalities: Countryside, LaGrange, Broadview, Bellwood, Oak Park, Elmhurst, Rosemont, DesPlaines & Wheeling to name a few. Downers Grove contracts out their downtown snow removal after their Trackless unit was hit by a train. In addition, there are no opportunities to lease the proposed equipment. Staff determined that the optimal and proven machine is the Trackless based on past performance, service reliability and positive feedback on operation.

Staff discussed with the Trackless representative for an additional \$3,500 multi machine discounting pending City Council consideration to purchase two (2) machines this fiscal year. The Trackless Machines are sales territory protected and E J Equipment Inc. is the exclusive distributor for the machine. A second quote was obtained from Trackless Vehicles, Ltd. through the H-GAC (Houston-Galveston Area Council) and the Cooperative Purchasing Program.

VENDOR	QUOTE
HGACBuy-Trackless Vehicles, Ltd.	\$380,307.60
<b>E J Equipment, Inc.</b>	<b>\$372,950.00</b>

Staff is proposing to purchase two machines as there will be an increase up to 7% prior to the FY23-24 budget year and the equipment is forecasted within the three year City Budget.

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

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 22-23 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4815	CAPITAL PURCHASES	\$250,000	\$ 372,950	*(\$122,950)

\*The current FY22-23 budget would be in a position to absorb the \$122,590 shortfall through program savings. The existing equipment and attachments would be declared as surplus equipment under a separate agenda, upon delivery of the new equipment.

**STAFF RECOMMENDATION**

Staff recommends approval of a resolution authorizing the Mayor to accept a proposal from E J Equipment, Inc., for the purchase of two (2) new Trackless Tractor MT7 for Safety Sidewalk Snow Clearing Operations in an amount not to exceed \$372,950.

**ALTERNATE CONSIDERATION**

As directed by Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022, City Council, under New Business agenda for formal consideration.

2.8.22

MEMO

## CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	206	DEPARTMENT	Street	DATE	
MODEL YEAR	2007	MODEL	MT5		10-19-22
CURRENT MILEAGE		CURRENT HOURS	16652		
			MAXIMUM POINTS	VEHICLE SCORE	
<b>AGE</b>					
	Department	Street			
	Life Expectancy	12			
	Age as of Report Date	15			
	AGE: Meets Requirements		20		20
<b>USAGE</b>					
	MILES				
	HOURS	16652			
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY				
	USAGE: Meets Requirements		20		17.74
<b>TYPE OF SERVICE</b>					
	1-LIGHT DUTY				
	10-CRITICAL DUTY				
	SERVICE: Meets Requirements		15		15
<b>RELIABILITY</b>					
	RELIABILITY: Frequency or Visits for Service				
	RELIABILITY: Meets Requirements		15		14
<b>MAINTENANCE AND REPAIR COSTS</b>					
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class				
	ORIGINAL PURCHASE PRICE				
	LIFE TO DATE REPAIR COST				
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE				

UNIT NO	206	DEPARTMENT		DATE	
MODEL YEAR		MODEL			
CURRENT MILEAGE		CURRENT HOURS			
			MAXIMUM POINTS	VEHICLE SCORE	
PERCENTAGES OF REPAIR POINTS	POINTS				
1 THROUGH 20	2				
21 THROUGH 40	4				
41 THROUGH 60	6				
61 THROUGH 80	8				
81 THROUGH 100	10				
	REPAIRS: Meets Requirements		10	2	
CONDITION:					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)				
	CONDITION: Meets Requirements		15	15	
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5	5	
TOTAL POINTS				88.74	

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
206: 2007 TRACKLESS MT 5 MT5T-3534										
0000027822	01-PMA: PREV. MAINT.	110	/01	04/15/08	08/01	002		\$12.86	\$7.50	0.50
0000028133	01-PMA: PREV. MAINT.	125	/01	11/14/08	08/01	002		\$19.14	\$15.00	1.00
0000028156	01-PMB: PREV. MAINT.	125	/01	12/02/08	08/01	001		\$0.00	\$28.00	1.00
0000028428	01-PMB: PREV. MAINT.	125	/01	07/02/09	08/01	002		\$0.00	\$7.50	0.50
0000028695	01-PMA: PREV. MAINT.	278	01/01	01/21/10	08/01	002		\$19.14	\$22.50	1.50
	01-PMB: PREV. MAINT.			01/21/10	08/01	002		\$0.00	\$3.75	0.25
0000028732	03-05: GLASS REPAIR	302	01/02	02/17/10	01/01	001		\$105.00	\$28.00	1.00
0000028880	02-17: TIRES,TUBES,ETC	347	01/03	06/24/10	01/01	001		\$642.80	\$84.00	3.00
0000028952	01-PMA: PREV. MAINT.	350	01/01	08/29/10	08/01	001		\$20.60	\$28.00	1.00
	01-PMB: PREV. MAINT.			08/29/10	08/01	001		\$227.68	\$56.00	2.00
	01-PMC: PREV. MAINT.			08/29/10	08/01	001		\$0.00	\$28.00	1.00
0000029176	01-PMA: PREV. MAINT.	475	01/01	03/07/11	08/01	001		\$12.50	\$56.00	2.00
	01-PMB: PREV. MAINT.			03/07/11	08/01	001		\$7.80	\$0.00	0.00
0000029208	01-PMC: PREV. MAINT.	476	01/01	04/12/11	08/01	002		\$0.00	\$15.00	1.00
0000029500	01-PMB: PREV. MAINT.	501	01/01	11/30/11	08/01	002		\$16.00	\$15.00	1.00
0000029794		524	01/01							

Repair Transaction Cost Detail 03

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
206: 2007 TRACKLESS MT 5 MT5T-3534										
0000029794		524	01/01							
01-PMB: PREV. MAINT.				06/22/12	08/01	002		\$0.00	\$7.50	0.50
01-PMC: PREV. MAINT.				06/22/12	08/01	002		\$0.00	\$0.00	0.00
0000029829		540	01/02							
05-27: XMISSION AUTO				07/28/12	04/01	002		\$0.00	\$45.00	3.00
0000029846		530	01/02							
04-11: AXEL FRONT				08/08/12	04/01	002		\$0.00	\$30.00	2.00
0000030412		690	01/03							
03-05: GLASS REPAIR				01/29/14	01/01	002		\$0.90	\$7.50	0.50
05-24: DRIVE SHAFT				01/29/14	01/01	002		\$38.82	\$30.00	2.00
0000030451		766	01/02							
02-17: TIRES,TUBES,ETC				03/25/14	01/01	002		\$30.00	\$7.50	0.50
0000030727		777	01/01							
06-31: CHARGING SYS				11/18/14	08/01	002		\$197.64	\$30.00	2.00
03-08: MIRRORS				11/18/14	08/01	002		\$311.78	\$7.50	0.50
06-34: LIGHTING SYS				11/18/14	08/01	002		\$27.80	\$7.50	0.50
01-PMA: PREV. MAINT.				11/18/14	08/01	002		\$87.95	\$7.50	0.50
01-PMC: PREV. MAINT.				11/18/14	08/01	002		\$7.41	\$7.50	0.50
0000031602		1023	01/01							
09-57: HYDRAULIC SYS				02/10/18	08/01	002		\$815.00	\$45.00	3.00
0000031873		1104	01/01							
06-34: LIGHTING SYS				02/06/19	01/01	TOM		\$199.99	\$41.30	1.00
0000031878		1107	01/01							
04-12: AXEL REAR				02/14/19	01/01	TOM		\$185.00	\$144.55	3.50
0000032290		6522	01/01							
01-PMA: PREV. MAINT.				11/01/20	08/01	TOM		\$46.53	\$41.30	1.00
01-PMC: PREV. MAINT.				11/01/20	08/01	TOM		\$0.00	\$2,110.43	51.10
0000032371		6622	01/01							

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor	
Group-System									Cost	Hours
206: 2007 TRACKLESS MT 5 MT5T-3534										
0000032371		6622	01/01							
07-42: COOLING SYS				02/09/21	01/01	TOM		\$1,528.44	\$330.40	8.00
09-57: HYDRAULIC SYS				02/09/21	01/01	TOM		\$430.24	\$0.00	0.00
0000032644		6622	01/01							
11-89: SNOW BLOWER				01/31/22	01/01	TOM		\$0.00	\$0.00	0.00
0000032646		6652	01/01							
05-24: DRIVE SHAFT				02/08/22	01/01	TOM		\$209.00	\$206.50	5.00
						Equipment - 206	Total	\$5,200.02	\$3,501.23	101.85
							Grand Total	\$5,200.02	\$3,501.23	101.85

\$4,722.41



CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT				
UNIT NO	208	DEPARTMENT	Street	DATE
MODEL YEAR	2011	MODEL	MV5	10-19-22
CURRENT MILEAGE		CURRENT HOURS	1312	
			MAXIMUM POINTS	VEHICLE SCORE
<b>AGE</b>				
	Department	Street		
	Life Expectancy	10		
	Age as of Report Date	11		
	AGE: Meets Requirements		20	20
<b>USAGE</b>				
	MILES			
	HOURS	1312		
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY			
	USAGE: Meets Requirements		20	3.50
<b>TYPE OF SERVICE</b>				
	1-LIGHT DUTY			
	10-CRITICAL DUTY			
	SERVICE: Meets Requirements		15	15
<b>RELIABILITY</b>				
	RELIABILITY: Frequency or Visits for Service			
	RELIABILITY: Meets Requirements		15	13
<b>MAINTENANCE AND REPAIR COSTS</b>				
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class			
	ORIGINAL PURCHASE PRICE	112,200.00		
	LIFE TO DATE REPAIR COST	8,882.77		
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	7.92%		

UNIT NO	208	DEPARTMENT		DATE	
MODEL YEAR		MODEL			
CURRENT MILEAGE		CURRENT HOURS			
			MAXIMUM POINTS	VEHICLE SCORE	
PERCENTAGES OF REPAIR POINTS	POINTS				
1 THROUGH 20	2				
21 THROUGH 40	4				
41 THROUGH 60	6				
61 THROUGH 80	8				
81 THROUGH 100	10				
	REPAIRS: Meets Requirements		10		2
CONDITION:					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)				
	CONDITION: Meets Requirements		15		15
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5		5
TOTAL POINTS					73.50

Repair Transaction Cost Detail 03

Equipment	Repair Order	Meter_01	Shop Loc/ Rep Class	Repair Date	Rep Reason/ Rep Site	Mechanic/Vendor	Work Acc	Part(\$)	Labor Cost	Hours
208: 2015 MCCLEAN MV-5	0000030936	0	01/03							
	03-01: A/C			06/29/15	01/01	002		\$170.23	\$90.00	6.00
	0000030954	0	01/03							
	09-63: HOSES & FITTING			07/23/15	01/01	002		\$14.00	\$60.00	4.00
	0000030955	0	01/03							
	09-57: HYDRAULIC SYS			07/24/15	01/01	002		\$31.37	\$15.00	1.00
	0000031893	1021	01/03							
	05-22: AXEL REAR			03/15/19	01/01	TOM		\$8,659.97	\$516.25	12.50
	04-13: BRAKES			03/15/19	01/01	TOM		\$7.20	\$61.95	1.50
	0000032279	1049	01/01							
	06-38: ELECT SHORTS			10/15/20	01/01	TOM		\$0.00	\$123.90	3.00
	0000032516	1202	01/01							
	01-PMC: PREV. MAINT.			07/28/21	08/01	TOM		\$0.00	\$20.65	0.50
	0000032578	1205	01/01							
	01-PMA: PREV. MAINT.			10/28/21	08/01	TOM		\$34.01	\$123.90	3.00
	01-PMC: PREV. MAINT.			10/28/21	08/01	TOM		\$34.98	\$10.33	0.25
						Equipment - 208	Total	<u>\$8,951.76</u>	<u>\$1,021.98</u>	<u>31.75</u>
							Grand Total	<u><u>\$8,951.76</u></u>	<u><u>\$1,021.98</u></u>	<u><u>31.75</u></u>

\$ 8,882.77



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM E J EQUIPMENT, INC., FOR THE PURCHASE OF TWO (2) NEW TRACKLESS TRACTOR MT7 FOR SAFETY SIDEWALK SNOW CLEARING OPERATIONS IN AN AMOUNT NOT TO EXCEED \$372,950**

**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 E J Equipment, Inc., for the purchase of two (2) new Trackless Tractor MT7 for Safety Sidewalk Snow Clearing Operations in an amount not to exceed \$372,950, 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 7<sup>th</sup> day of November 2022.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS**, this 7<sup>th</sup> day of November 2022.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR


ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY

**E J EQUIPMENT, INC.**  
 PO Box 665 • 6949 N. 3000 E. Rd.  
 Manteno, IL 60950  
 PH: (815) 468-0250 • Fax: (815) 468-8055  
 www.ejequipment.com

  
**EQUIPMENT**  
 Sales • Service • Parts

Ship To: IN STORE PICKUP

Invoice To: CITY OF DARIEN  
 1041 S FRONTAGE ROAD  
 DARIEN IL 60561

Branch		01 - CENTRAL	
Date	Time	Page	
10/18/2022	13:53:06 (O)	1	
Account No.	Phone No.	Estimate No.	
DARIE001	6308525000	Q04268	
Ship Via	Purchase Order		
Tax ID Number			
Salesperson			
ERIC LESAGE			S23 / 304

**EQUIPMENT ESTIMATE - NOT AN INVOICE**

Description	** Q U O T E **	QUOTE VALID: 11/17/2022	Amount
TRACKLESS MT7 74HP TRACTOR WITH OPTIONS AND ATTACHMENTS			189975.00
*PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS*			
Miscellaneous Charges/Credits			
=====			
MULTI UNIT DISCOUNT	Qty: 1	Price: 3500.00	3500.00-
TRACKLESS MT7 74HP TRACTOR WITH OPTIONS AND ATTACHMENTS			189975.00
*PLEASE SEE ATTACHED BUILD SHEET FOR EQUIPMENT SPECS*			
Miscellaneous Charges/Credits			
=====			
MULTI UNIT DISCOUNT	Qty: 1	Price: 3500.00	3500.00-
Subtotal:			372950.00
Quote Total:			372950.00

Authorization: \_\_\_\_\_

COST VARIANCE DISCLAIMER: IF INFLATION CONTINUES TO ACCELERATE, WE WILL HAVE NO CHOICE BUT TO REQUOTE PRIOR TO PRODUCTION. YOU MAY CANCEL ORDERS (WITH APPLICABLE FEES) ANY TIME PRIOR TO PRODUCTION.

X

Received By

**AGENDA MEMO**  
**Municipal Services Committee**  
**October 24, 2022**

**ISSUE STATEMENT**

A [resolution](#) authorizing the Mayor to accept a proposal from Industrial Systems Ltd., for the purchase of de-icing storage tanks and components in an amount not to exceed \$39,415.

**BACKGROUND/HISTORY**

Included within the FY22/23 Budget is equipment as it relates to the enhancement of de-icing roadways within the City. The City currently has one storage tank at the Municipal Services Facility and it is estimated that the City will be utilizing up to 15,000 gallons of product through the winter season. Staff plans to have up to five (5) various deicing products and are covered under a separate agenda memo. Each storage tanks hold approximately 6,000 gallons of product at one time. Municipalities are required to take delivery of a minimal of 4,500 gallons of a product. Staff has identified that due to supply and demand issues it is necessary to purchase the product early in the year.

Staff requested quotes for the equipment and received three quotes see [Attachment A](#).

The proposed purchase includes the following:

- \*Three 6,100-Gallon tanks
- System Controller
- Pump Kit
- Mixing Eductors
- Installation

\*Industrial Systems Ltd. currently has one tank in stock and up to a 28-week lead-time on the additional tanks. Industrial Systems has provided equipment and de-icing product with very satisfactory results.

The FY22/23 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY22/23 BUDGET	EXPENDITURE	BALANCE
01-30-4223	Maintenance-Equipment	\$50,000	\$39,415	\$10,585

**STAFF RECOMMENDATION**

Staff recommends approval of a resolution authorizing the Mayor to accept a proposal from Industrial Systems Ltd., for the purchase of de-icing storage tanks and components in an amount not to exceed \$39,415.

**ALTERNATE CONSIDERATION**

As directed by the Municipal Services Committee.

**DECISION MODE**

This item will be placed on the November 7, 2022, City Council agenda for formal consideration.

			INDUSTRIAL SYSTEMS LTD		HARMONEY DEICING PRODUCTS		VARITECH INDUSTRIES INC	
DESCRIPTION	UNIT	QUANTITY	UNIT COST	COST SUMARRY	UNIT COST	COST SUMARRY	UNIT COST	COST SUMARRY
POLY TANK CAPACITY 6,000-6,250 GALLONS-28 WEEK LEAD TIME	EACH	2	\$ 7,925.00	\$ 15,850.00	\$ 9,853.00	\$ 19,706.00	\$ 10,599.00	\$ 21,198.00
POLY TANK CAPACITY 6,000-6,250 GALLONS-IN STOCK	EACH	1	\$ 8,125.00	\$ 8,125.00	\$ 9,853.00	\$ 9,853.00	\$ 10,599.00	\$ 10,599.00
SYSTEM CONTROLLER	EACH	1	\$ 6,850.00	\$ 6,850.00	\$ 17,500.00	\$ 17,500.00	\$ 18,153.12	\$ 18,153.12
PUMP KIT	EACH	1	\$ 2,395.00	\$ 2,395.00	\$ -	\$ -	\$ 4,450.00	\$ 4,450.00
PIPING COMPONENTS	EACH	3	\$ -	\$ -	\$ 905.00	\$ 2,715.00	\$ 1,455.00	\$ 4,365.00
MIXING EDUCTORS	EACH	3	\$ 910.00	\$ 2,730.00		\$ -	\$ 1,347.00	\$ 4,041.00
INSTALLATION	EACH	1	\$ 1,965.00	\$ 1,965.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ -
FREIGHT	EACH	1	\$ -	\$ -	\$ 2,300.00	\$ 2,300.00	\$ 1,800.00	\$ 1,800.00
<b>SUB TOTAL COST</b>			<b>N/A</b>	<b>\$ 37,915.00</b>	<b>N/A</b>	<b>\$ 53,074.00</b>		<b>\$ -</b>
<b>SURCHARGE</b>	<b>LUMP SUM</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>\$ 1,981.00</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
<b>CONTINGENCY</b>	<b>LUMP SUM</b>	<b>1</b>	<b>\$ 1,500.00</b>	<b>\$ 1,500.00</b>		<b>\$ 1,500.00</b>	<b>\$ 1,500.00</b>	<b>\$ 1,500.00</b>
<b>TOTAL COST</b>				<b>\$ 39,415.00</b>		<b>\$ 54,574.00</b>		<b>\$ 66,106.12</b>
<b>WITHOUT INSTALLATION</b>				<b>(1,965.00)</b>		<b>\$ -</b>		<b>\$ -</b>
<b>TOTAL COST WITHOUT INSTALLATION</b>				<b>\$ 37,450.00</b>		<b>\$ 54,574.00</b>		<b>\$ 66,106.12</b>



RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM INDUSTRIAL SYSTEMS LTD FOR THE PURCHASE OF DE-ICING STORAGE TANKS AND COMPONENTS IN AN AMOUNT NOT TO EXCEED \$39,415**

**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 Industrial Systems Ltd., for the purchase of de-icing storage tanks and components in an amount not to exceed \$39,415, 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 7<sup>th</sup> day of November 2022.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS,** this 7<sup>th</sup> day of November 2022.

\_\_\_\_\_  
JOSEPH MARCHESE, MAYOR

ATTEST:

\_\_\_\_\_  
JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM

\_\_\_\_\_  
CITY ATTORNEY





**Industrial Systems Ltd.**

112 West Route 120  
 Lakemoor, IL 60051  
 Tel: 815-344-5566 • Fax: 815-344-5588

# ISL Quote

**Darien Public Works**  
  
 Darien, IL.  
**Attn: David Fell**  
 630-429-1711

Date:  
**October 12, 2022**  
  
 Reference:  
**Ace 6,250 gl Tanks, 3 Way  
 dispensing System**

**\*\* ice-melt-products.com \*\***

Submitted By	FOB	Delivery	Terms
Greg Schams		Included	Net 30

**Nothing on this quote is an installed price**

Qty.	Product Description	Price
3	<b>Ace 6,250 gl standard Poly Tank. VT6250-102 white (102"D X 194"H) 1.7 Sp. Gravity with 16" vented manhole. Tank weight is 1552#. Includes one 3" bulkhead, Stainless nipple, 3" full port banjo valve, camlock and dust cap. 3 tanks delivered at once. Approx. lead time is 28 weeks. Pricing at right is not guaranteed. Tanks will be priced at the time of delivery.</b>	\$7,925.00 each delivered
1	<b>Same tank as above but shipped one at a time. I have one tank in inventory now available for delivery. This is the only way to know for sure what the tank will cost.</b>	\$8,125.00 delivered
	<b>Optional 3 Mixing Eductors</b> per tank installed including all fittings and 1 ½" bumble hose hooked to pump.	\$910.00 per tank
1	<b>Pre-Wet 2000 3 Function Ice Control Pre-Wetting System. 230 VAC or 110 VAC Single Phase 1 ½ H.P 20 Amp pump in a separate fiberglass footlocker. Electrical control box w/ waterproof buttons, lamp, and (2) handheld remote transmitters. Adjustable timer for spray nozzles. Included is one spray bar assembly with 2 nozzles. The unit works on <b>AUTO</b> for timed remote spraying of bucket loader and tank recirculation through mixing eductors &amp; <b>MANUAL</b> for filling truck saddle tanks. Separate timers for spray nozzles and recirculation functions. You would run 1 ½" hose from tank to pump and then 1 ½" hose from pump to included Stainless Steel 3 valve dispenser manifold composed of (2) 1" SS valves and (1) 1 ½" SS Valve. From there you run a 1" hose to spray bar w another 1" hose to truck filling hose &amp; valve. Lastly, run 1 ½" hose to the tank for recirculation through mixing eductors. I have one Pre-Wet 2000 System in stock.</b>	\$6,850.00

Exhibit-2022-10-12 (Darien P-W)Tanks & Pre-wet

**Industrial Systems Ltd.**

112 West Route 120

Lakemoor, IL 60051

Tel: 815-344-5566 • Fax: 815-344-5588

# ISL Quote

	<b>Installation of Pre-Wet 2000 System.</b> <i>Mounting Control panel, complete plumbing hookup. Includes all hoses. (Up to 60' of 1" heavy duty hose) We will supply 2 strainer units to filter the fill and discharge hose runs. Excluding electrical connection to our system which you would supply.</i>	\$1,300.00
1	<b>PUMP IN A BOX PUMP SYSTEM.</b> 1.5 HP TEFC 120/230 VAC single phase motor w Stainless Steel Centrifugal Pump wired for 110 VAC with a 20' heavy duty cord and plug. 30 amp disconnect for main power connection. J-box w/ 30 amp pump contactor. All items assembled complete inside poly tool box with exception of start/stop switch which is mounted on the exterior. 1 1/2" stainless steel pipes extended from pump through box exterior for suction & discharge to (2) 1 1/2" Banjo full port valves, camlocks & dust caps. There is a "T" on the discharge side with a bleeder valve to help prime pump. This is the pump used to fill your trucks from the tank. Easy to set up!	\$2395.00 delivered
	<b>Installation of Pump in Box system.</b> <i>Complete plumbing hookup. Includes all hoses. We will supply 2 strainer units to filter the fill and discharge hose runs. Includes up to 30' of 1 1/2" bumble bee hose. Excluding electrical connection</i>	\$665.00

**System installs can only be done between April 1 and July 31.**

---

Greg Schams

**MINUTES  
CITY OF DARIEN  
MUNICIPAL SERVICES COMMITTEE MEETING  
September 26, 2022**

**PRESENT:** Alderman Thomas Belczak-Chairman, Alderman Eric Gustafson, Alderman Joseph Kenny, Dan Gombac – Director, Jordan Yanke – City Planner

**ABSENT:** None

**ESTABLISH QUORUM**

Chairperson Thomas Belczak called the meeting to order at 6:03 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

**New Business**

**a. Petitioner seeks approval of an amendment to a Special Use and Variation requests from Sections 5A-7-3-5(D) and 5A-7-3-8(B) of the Zoning Ordinance.**

Mr. Jordan Yanke, City Planner reported that staff received word that the petitioner would like to present at another time.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson to table the request to the October meeting.**

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

**b. PZC2022-05 Tabriz Khanlodhi (1005 75th Street) - PZC2022-05 Tabriz Khanlodhi (1005 75<sup>th</sup> Street).**

Mr. Jordan Yanke, City Planner reported that this is a special use request for a Tobacco Shop/Food Store. He reported that the petitioner has proposed a conversion of the existing drive-through (2 lanes) to one that offers a drive-through lane for an automated teller machine and a drive-through lane for an establishment whose primary use is the sale of tobacco and related products as well as food items. He further reported that the PZC recommended approval 7-0 with the following conditions:

1. The business must cease operations and shut signage off no later than 11:00 p.m.
2. Signage shall comply with the City's Sign Code. There shall be no flashing, blinking, digital, or electronic messaging window, wall, freestanding or other signs on site. Internally or externally illuminated window signs, LED displays, and other forms of temporary signage that could distract drivers such as inflatables, flags, or costumed attention contractors are prohibited.
3. If/when the demand arises for an exterior waste disposal container, applicant or future owner shall implement and construct an enclosure with landscaping, all in accordance with the submitted site plan and in compliance with the City's Zoning Ordinance. The City can demand the enclosure at any time. Applicant may install

the enclosure if required by reason of its operations or rule of the hauler.

4. The City's traffic consultant (KLOA, Inc.) provides written acceptance/approval of the traffic study (dated July 25, 2022) submitted by the applicant.

Mr. Mark Daniel, Attorney for the petitioner provided an overview of the two stores in Villa Park and Lombard and reported that the store hours are based on the traffic. He stated that he was unsure what the McDonald's hours were and that there are homes across the street. He further stated that another option could be to shut down the drive through and keep the store open to midnight.

Mr. Daniel stated that they believe that the garbage will be paper and cardboard but if that changed, they would put an enclosure outdoors. He stated that the north drive through will be a service window and the south drive through an ATM which they hope to lease the space. Mr. Daniel provided an overview of the POS system and stated that they would like to request that the hours of operation be reviewed by the City Council.

Alderman Gustafson questioned if staff received any resident concerns.

Mr. Yanke reported that there was a resident on Manning who attended the Public Hearing.

There was some discussion regarding the hours of operation.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson to approve PZC2022-05 Tabriz Khanlodhi (1005 75th Street) - PZC2022-05 Tabriz Khanlodhi (1005 75<sup>th</sup> Street) with the following conditions:**

- 1. The business must cease operations and shut signage off from 12:00 a.m. – 7:00 a.m.**
- 2. Signage shall comply with the City's Sign Code. There shall be no flashing, blinking, digital, or electronic messaging window, wall, freestanding or other signs on site. Internally or externally illuminated window signs, LED displays, and other forms of temporary signage that could distract drivers such as inflatables, flags, or costumed attention contractors are prohibited.**
- 3. If/when the demand arises for an exterior waste disposal container, applicant or future owner shall implement and construct an enclosure with landscaping, all in accordance with the submitted site plan and in compliance with the City's Zoning Ordinance. The City can demand the enclosure at any time. Applicant may install the enclosure if required by reason of its operations or rule of the hauler.**

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

**c. Ordinance – Approval for regulating parking and traffic control regulations on the 8300/8400 block of Kearney Road.**

Mr. Dan Gombac, Director reported that the City has received ongoing complaints concerning traffic congestion on Kearney Road related to the activities at Honey Bee Garden. He reported that the farmers market activities are conducted on Fridays and Saturdays-mid morning to early afternoon, between June and October.

Mr. Gombac reported that there are currently no restrictions for parking on Kearney Road and Patrons park on both sides of the 8300 block of Kearney Road creating safety concerns for emergency vehicles and general motor vehicle traffic for northbound and southbound traffic.

Mr. Gombac reported that that City staff and the owner of the farm memorialized a solution with no parking as follows:

1. Eastern Right of Way-Kearney Rd at Creekside Ln-Immediately north of Creekside Lane with 2 No Parking Anytime signs;
2. Eastern Right of Way-Kearney Rd-South of 9S385 Kearney Rd at the City Limits between the first utility pole approximately 240 feet south to the second utility pole;
3. Western Right of Way-8400 Kearney Road approximately 60 feet from the existing driveway south to Creekside Lane with 4 No Parking Anytime signs
4. Southeast Corner of Kearney Road and Creekside Lane-Existing light pole  
No Farm Parking Beyond This Point, Ordinance No. O-XX-22 (implemented on sign) TBD.

Mr. Gombac reported that Honey Bee Gardens will be reimbursing the City for the custom sign.

Alderman Gustafson stated that the facility is beautiful and there is no parking. He suggested that the City pay half of the costs since Darien residents use the facility. Chairperson Tom Belczak disagreed.

Mr. Gombac stated that he would prepare a cost comparison for the City Council meeting with a potential split or at the farm's expense.

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

**Alderman Belczak made a motion, and it was seconded by Alderman Gustafson approval for regulating parking and traffic control regulations on the 8300/8400 block of Kearney Road.**

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

**d. Resolution - Authorizing the Mayor to execute a Bill of Sale for the transfer of certain water main and appurtenances to the County of DuPage.**

Mr. Dan Gombac, Director reported that the City and the County entered into an agreement to extend a water main south and east of the City. He reported that the expiration of 20 years has occurred, and that the City would like to convey the water main extension to the County, conduits, pipes, laterals, hydrants and valves that run from Frontage Road South through 87th Street then east on 87th Street to the County's existing water system. He reported that the City Attorney had no issues.

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

**Alderman Belczak made a motion, and it was seconded by Alderman Gustafson approval of a Resolution authorizing the Mayor to execute a Bill of Sale for the transfer of certain water main and appurtenances to the County of DuPage.**

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

- e. **Resolution – Waiving the competitive quote process and accepting a proposal from Baxter & Woodman Natural Resources for the purchase and installation of three (3) educational informational signs for the native prairie plantings adjacent to the 74th Street and Elm Native Planting project at a cost not to exceed \$11,700.**

Mr. Dan Gombac, reported that staff is working with Baxter and Woodman to develop custom informational signs and hardware for the purpose of education. He reported that the signage will include the benefits of such a storm water project and includes description of the types of native plantings that were installed.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution waiving the competitive quote process and accepting a proposal from Baxter & Woodman Natural Resources for the purchase and installation of three (3) educational informational signs for the native prairie plantings adjacent to the 74th Street and Elm Native Planting project at a cost not to exceed \$11,700.**

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

- f. **Resolution – Accepting a proposal from Illinois Landscape Supply, LLC. for the purchase and delivery of Unilock PISA retaining wall block and coping for the City Hall 1702 Retaining Wall Project in an amount not to exceed \$7,540.80.**

Mr. Dan Gombac, Director reported that the Municipal Complex at the western property, line of the Police Department the landscape consists of a mulch landscaping with over story trees. He reported that during heavy rain events ongoing erosion and the displacement of the mulch contributes to blockage of the storm sewer inlet and trench grates along with mulch strewn within the drive isle. Mr. Gombac reported that to eliminate the ongoing concern, the site was reviewed for a decorative retaining wall adjacent to the curb line which will assist in channeling the storm water to an inlet located within the landscaped area.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of a Resolution accepting a proposal from Illinois Landscape Supply, LLC. for the purchase and delivery of Unilock PISA retaining wall block and coping for the City Hall 1702 Retaining Wall Project in an amount not to exceed \$7,540.80.**

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

- g. **Resolution - Accepting a proposal from Terrain Landscape Contractors for the preparation and installation of a retaining wall at the City Hall-Police Department 1702 Plainfield Road in an amount not to exceed \$10,395.**

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of Resolution accepting a proposal from Terrain Landscape Contractors for**

**the preparation and installation of a retaining wall at the City Hall-Police Department 1702 Plainfield Road in an amount not to exceed \$10,395.**

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

**h. Resolution – Accepting a proposal from Illinois Landscape Supply, LLC., for the purchase and delivery of Unilock PISA retaining wall block and coping for the Ailsworth and Stewart Over Land Flow Drainage Project in an amount not to exceed \$11,186.60.**

Mr. Dan Gombac, Director reported that during severe rain events, the 8600 block of Ailsworth Drive tends to hold up to 2.5 feet of storm water within the roadway and encroaches upon private property. He reported that while there have been no reports of private property structure damage, a residual amount of debris has deposited onto properties and Municipal Services has been engaged on the cleanup. He further reported that the roadway flooding typically lasts from 15 to 45 minutes pending the rain event.

Mr. Gombac reported that the storm sewer system drains over land from Farmingdale Unit 4 and Unit 2 and the storm sewers lead to the intersection of Ailsworth and Stewart Drive. From the intersection, a 27-inch storm sewer drains westerly through the side yard easement between 8642 and 8652 Ailsworth Drive where it then makes its way to the detention facilities/ponds within the Village of Woodridge. He reported that the subdivision was built under DuPage County in 1977 and subsequently was annexed into the City of Darien.

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of Resolution accepting a proposal from Illinois Landscape Supply, LLC., for the purchase and delivery of Unilock PISA retaining wall block and coping for the Ailsworth and Stewart Over Land Flow Drainage Project in an amount not to exceed \$11,186.60.**

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

**i. Resolution - Accepting a proposal from JC Landscaping and Tree Services for the preparation and installation of a retaining wall for the Ailsworth and Stewart Over Land Flow Drainage Project in an amount not to exceed \$24,300.**

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

**Alderman Kenny made a motion, and it was seconded by Alderman Gustafson approval of Resolution accepting a proposal from JC Landscaping and Tree Services for the preparation and installation of a retaining wall for the Ailsworth and Stewart Over Land Flow Drainage Project in an amount not to exceed \$24,300.**

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

**j. Minutes – September 6, 2022 Municipal Services Committee**

**Alderman Kenny made a motion, and it was seconded by Alderman Belczak approval of the September 6, 2022, Municipal Services Committee Meeting Minutes.**

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

**DIRECTOR'S REPORT**

Mr. Dan Gombac, Director reported on the ditch drainage project.

**NEXT SCHEDULED MEETING**

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, October 24, 2022.

**ADJOURNMENT**

**With no further business before the Committee, Alderman Gustafson made a motion, and it was seconded by Alderman Kenny to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 7:17 p.m.**

**RESPECTFULLY SUBMITTED:**

---

**Thomas Belczak  
Chairman**

---

**Eric Gustafson  
Alderman**

---

**Joseph Kenny  
Alderman**