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**EXECUTIVE SESSION – 7:00 P.M. – COLLECTIVE BARGAINING SECTION 2(C)(2)  
OF THE OPEN MEETINGS ACT**

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**PRE-COUNCIL WORK SESSION —7:00 P.M.**

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Agenda of the Regular Meeting

of the City Council of the

**CITY OF DARIEN**

June 1, 2026

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the [public to make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes — [May 18, 2026](#)
7. Receiving of Communications
8. Mayor's Report
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
  - A. Police Department
  - B. Municipal Services
12. Treasurer's Report
  - A. Warrant Number — [25-26-27](#)
  - B. Warrant Number — [26-27-03](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**

15. Old Business
16. Consent Agenda
  - A. Motion Approving to Extend a Contract with Compass Minerals America, Inc., for the [Purchase of Rock Salt](#) in an Amount not to Exceed \$196,825.84
  - B. Motion Authorizing the Mayor to Execute an Intergovernmental Agreement with [Center Cass School District #66](#) for the Reimbursement of Rock Salt through the City's 2026/27 Rock Salt Agreement
  - C. Motion Authorizing the Mayor to Execute an Intergovernmental Agreement with the [Darren Park District](#) for the Reimbursement of Rock Salt through the City's 2026/27 Rock
  - D. Motion Authorizing the [Private Property Storm Water Management Assistance Projects and the Farmingdale Drive and the Sawyer Drive and the Wildwood Court Public Works Storm Sewer Projects](#) in an Amount not to Exceed \$142,193.00
  - E. Motion Accepting a Quote from National Wash Authority LLC, for the [Pressure Washing Services for the City's Potable Water Tanks](#) at a Cost not to Exceed \$26,700.00
  - F. Motion Accepting a Proposal from Precision Pavement Marking, Inc., at the Proposed unit Prices, in an Amount not to Exceed \$16,000.00 for the [2026 Road Striping Program](#)
  - G. Motion [Accepting a Drainage Easement](#) from the Following Properties: 6714 Tennessee Ave – PIN 09-22-403-014 and 6718 Tennessee Ave – Pin 09-22-403-015
  - H. An Ordinance Granting a Special Use for a Religious Institution (Rectory/Residence) in Accordance with the Darren Zoning Ordinance (PZC-26-7: [Society of Mount Carmel, 8825 Robert Road](#))
  - I. Motion Granting Approval of a Variation Pursuant to Section 7-5-1(C) of the City Code to Allow Fencing of Only the Portion of the Rear Yard Immediately Surrounding and Associated with the Chicken Coop Enclosure, Rather than Requiring Fencing of the Entire Rear Yard Perimeter for the Property Located at [2224 Donegal Drive](#) (PIN 10-05-201-078)
  - J. An Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darren](#) (PD)
  - K. Motion Accepting the Expenditure of Cannabis Funds to Upfit a [Dodge Durango](#) using Emergency Vehicle Tech "EVT" in an amount not to exceed \$23,000.00
  - L. An [Ordinance Amending Various Sections of Title 3 \(Business Regulations\), Chapter 8 \(Massage Businesses and Services\)](#) of the City of Darren City Code
  - M. An Ordinance Approving a [Master License Agreement with Ezee Fiber Texas, LLC](#) for the Use of the City's Rights-Of-Way for the Installation, Operation, and Maintenance of Telecommunication Facilities
17. New Business
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE MAY 18, 2026 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:30 P.M.

**Minutes of the Regular Meeting**

**of the City Council of the**

**CITY OF DARIEN**

**May 18, 2026**

**7:30 P.M.**

1. **CALL TO ORDER**

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

2. **PLEDGE OF ALLEGIANCE**

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

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

Present:	Thomas J. Belczak Joseph A. Kenny Ted V. Schauer	Ralph Stompanato Mary Coyle Sullivan
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Absent:	Eric K. Gustafson Gerry Leganski
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Also in Attendance:	Joseph Marchese, Mayor JoAnne E. Ragona, City Clerk Michael J. Coren, City Treasurer Bryon Vana, City Administrator Gregory Thomas, Police Chief Daniel Gombac, Director of Municipal Services
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4. **DECLARATION OF A QUORUM** – There being five aldermen present, Mayor Marchese declared a quorum.

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

There were none.

6. **APPROVAL OF MINUTES** – May 4, 2026

It was moved by Alderman Stompanato and seconded by Alderman Kenny to approve the minutes of the City Council Meeting of May 4, 2026.

Roll Call: Ayes: Belczak, Kenny, Stompanato, Sullivan

Abstain Schauer

Nays: None

Absent: Leganski, Gustafson

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

7. **RECEIVING OF COMMUNICATIONS**

Alderswoman Sullivan...

...received group communication from Waterfall Glen residents & Condominium Association regarding meeting/conversations had with District 3 DuPage County Board members & DuPage County Department of Transportation regarding traffic and concerns at South Frontage Road & Cass Avenue. She spoke of increased traffic activity due to IDOT bridge construction on Cass Avenue, obtaining feedback from DuPage County Board members regarding status of traffic study, being vigilant during bridge construction, and providing an update upon receipt of additional information.

...received numerous emails regarding concerns with Special Use request to move a Rectory into a private residence at 8825 Roberts Road (Tara Hill North subdivision), which was on May 6 Planning, Zoning & Economic Development Commission Agenda; Special Use is scheduled to be on the May 26 Municipal Services Committee Meeting Agenda. She forwarded communications received to Senior Planner Murphy for dissemination to Commission/Committee members.

Mayor Marchese obtained updates about the May 6 Planning, Zoning & Economic Development Commission meeting from Alderman Stompanato, Senior Planner Murphy, and Director Gombac.

Mayor Marchese stated he received positive comments regarding the Hometown Hero banners; many were surprised to be honored by their loved ones. He thanked Modell Funeral Home for donating the banners.

8. **MAYORS REPORT**

**A. RECOGNITION OF HINSDALE SOUTH HIGH SCHOOL ZEBRALTER STEM SCHOLARS**

Mayor Marchese stated he was impressed by students from Hinsdale South High School, who participated in a Passion Project competition, as part of the Zebralter Medical Fellowship Program. The Program promotes careers in STEM (Science, Technology, Engineering, & Mathematics). He recognized the scholarship winners and had the pleasure of serving as one of five judges.

Mayor Marchese introduced Dr. Lota Ojiako, who started the program and specializes in hospice and palliative care, and Tracy McDonald, coordinator of Zebralter Stem Program at Hinsdale South High School.

Ms. McDonald shared background of the Zebralter Medical Fellowship Program partnership with Hinsdale South High School, which aims to expose minority students to various careers in STEM, and Passion Project details. Three \$1,000.00 scholarships were awarded by Zebralter Medical to top scoring projects.

Ms. McDonald recognized runners up Zoha Khan and Paige Lilek on their Paper Hugs project. Scholarship recipients were: Arwa Batliwala – Seeing Medicine through the Eyes of Radiology; Emma Koehler – Crochet for a Cause; and Nora Schaffer – Innovating Women’s Oncology. Mayor Marchese presented students with City of Darien pins.

Dr. Ojiako and Ms. McDonald thanked Mayor Marchese for serving on the panel of judges and City Council for acknowledging the hard work and perseverance demonstrated by students to achieve their goals. Dr. Ojiako was thankful for the opportunity to share the program and acknowledged students for their projects. She hopes the program grows stronger each year.

9. **CITY CLERK’S REPORT**

Clerk Ragona announced City offices will be closed on Monday, May 25, in observance of Memorial Day.

10. **CITY ADMINISTRATOR’S REPORT**

Administrator Vana recommended residents view City Council meeting via YouTube channel if they experience sound quality issues; YouTube link is located at the top of the City Council Meeting Agenda.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

**A. POLICE DEPARTMENT – MONTHLY REPORT APRIL 2026**

Chief Thomas stated Police Week is proclaimed the week of May 15 and pays special recognition to law enforcement officers who lost their lives in the line of duty for the safety and protection of others.

He addressed Council questions pertaining to license plate reader information and House Bill 5011.

Mayor Marchese stated per Chief’s Association, DuPage Mayors Managers Conference opposed House Bill 5011, which will be sent to State Legislators. He explained House Bill 5011 removes all objectivity from the evaluation of Police Officer, making evaluation more subjective than objective.

**B. MUNICIPAL SERVICES – NO REPORT**

Mayor Marchese commented on this week being Public Works Week. Director Gombac noted there were barbeque plans with Western Springs Public Works.

Director Gombac addressed Council questions regarding service to streetlight at the corner of Hinswood Drive & Frontage Road and status of Emerald Place condominium development.

12. **TREASURER’S REPORT**

**A. WARRANT NUMBER 25-26-26**

It was moved by Alderman Schauer and seconded by Alderwoman Sullivan to approve payment of Warrant Number 25-26-26 in the amount of \$330,152.15 from the enumerated funds.

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

Nays: None

Absent: Gustafson, Leganski

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

**B. WARRANT NUMBER 26-27-02**

It was moved by Alderman Kenny and seconded by Alderman Belczak to approve payment of Warrant Number 26-27-02 in the amount of \$116,042.73 from the enumerated funds, and \$423,902.21 from payroll funds for the period ending 05/14/26 for a total to be approved of \$539,944.94.

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

Nays: None

Absent: Gustafson, Leganski

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

13. **STANDING COMMITTEE REPORTS**

**Administrative/Finance Committee** – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for June 1, 2026 at 6:00 P.M.

**Municipal Services Committee** – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for Tuesday, May 26, 2026 at 6:00 P.M.

**Police Committee** – Chairman Kenny stated the minutes of the April 20, 2026 meeting were approved and submitted to the Clerk’s Office. He announced the Police Committee meeting is scheduled for June 15, 2026 at 6:00 P.M. in the Police Department Training Room.

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

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

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

**A. MOTION NO. M-72-26**

**A MOTION TO GRANT A WAIVER OF THE RAFFLE LICENSE BOND REQUIREMENT FOR THE DARIEN DISTRICT 61 EDUCATIONAL FOUNDATION**

**B. MOTION NO. M-73-26**

**A MOTION AUTHORIZING THE PURCHASE OF 1 NEW MICROSOFT SERVER, CAL LICENSING, AND INSTALLATION IN AN AMOUNT NOT TO EXCEED \$17,600 AT PUBLIC WORKS**

**C. MOTION NO. M-74-26**

**A MOTION TO APPROVE ONE ELECTRONICS RECYCLING EVENT WITH THE CITY'S CURRENT REFUSE HAULER, LAKESHORE RECYCLING SYSTEMS, LLC (LRS) IN AN AMOUNT NOT TO EXCEED \$9,750**

**D. MOTION NO. M-75-26**

**A MOTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT EXTENSION WITH LAKESHORE RECYCLING SYSTEMS, LLC, FOR THE CITY OF DARIEN'S 2026 STREET SWEEPING PROGRAM NOT TO EXCEED \$53,075.00 AND**

**E. MOTION NO. M-76-26**

**A MOTION AUTHORIZING A CONTINGENCY IN THE AMOUNT OF \$3,500 FOR UNFORESEEN INCIDENTS THAT REQUIRE STREET SWEEPING SERVICES**

**F. MOTION NO. M-77-26**

**A MOTION TO APPROVE THE TUITION FEE FOR DEPUTY CHIEF JASON NORTON TO ATTEND THE SENIOR MANAGEMENT INSTITUTE FOR POLICE (SMIP) SESSION 99 HOSTED BY THE POLICE EXECUTIVE RESEARCH FORUM (PERF) IN AN AMOUNT NOT TO EXCEED \$12,000 USING TRAINING AND EDUCATION BUDGETED FUNDS**

**G. MOTION NO. M-78-26**

**A MOTION TO ADOPT THE INTERGOVERNMENTAL AGREEMENT (IGA-EXHIBIT A) BETWEEN THE DARIEN PARK DISTRICT AND THE CITY OF DARIEN POLICE DEPARTMENT REGARDING THE USE OF SOUTH GROVE PARK POND FOR THE YOUTH FISHING TOURNAMENT 2026**

**H. MOTION NO. M-79-26**

**A MOTION FOR THE PAYMENT OF 2026/2027 ANNUAL MEMBERSHIP DUES WITH THE**

**DUPAGE METROPOLITAN EMERGENCY  
RESPONSE INVESTIGATION TEAM OF  
DUPAGE COUNTY (MERIT) IN THE AMOUNT  
OF \$9,000 USING BUDGETED FUNDS**

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

Nays: None

Absent: Leganski, Schauer

Results: Ayes 5, Nays 0, Absent 2

**MOTION DULY CARRIED**

17. **NEW BUSINESS**

There was no New Business.

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

Mayor Marchese ...

...had the honor of addressing those gathered at Darien Community Park on May 16 for the dedication of the Blue Star Memorial, which was recently completed by Darien Garden Club. He stated the new memorial honors all who have served our country in the Armed Services. It is a beautiful addition to the already existing memorial at Darien Community Park.

...attended Darien Dash on May 17 and had an opportunity to ride the course where more than 300 participants walked or ran. He thanked April Padalik, Jessica Plzak and Mandy Cidlik for all their time and effort in making the event a success and the numerous sponsors who supported the program.

...commented on positive feedback received from businesses and restaurants featured weekly in Direct Connect and on City website.

Alderman Kenny provided kudos to Darien Lions Club for assistance and support rendered with Darien Dash.

19. **ADJOURNMENT**

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

**VIA VOICE VOTE – MOTION DULY CARRIED**

The City Council meeting adjourned at 8:00 P.M.

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Mayor

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City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 05-18-26. Minutes of 05-18-26 CCM.

DRAFT

**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
June 1, 2026**

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

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

General Fund			<b>\$59,765.99</b>
Water Fund			<b>\$12,791.44</b>
Motor Fuel Tax Fund			<b>\$3,505.97</b>
Stormwater Management Fund			
Special Service Area Tax Fund			<b>\$2,754.21</b>
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund - Justice			
Federal Equitable Sharing Fund - Treasury			
Impact Fee Expenditures			
Capital Improvement Fund			<b>\$1,885.73</b>
Cannabis Fund			
TIF Fund			
		<i>Subtotal:</i>	<b><u>\$80,703.34</u></b>
General Fund Payroll	04/30/26	\$	-
Water Fund Payroll	04/30/26	\$	-
		<i>Subtotal:</i>	<b><u>\$ -</u></b>

<b>Total to be Approved by City Council:</b>	<b><u>\$80,703.34</u></b>
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**Approvals:**

\_\_\_\_\_  
Joseph A. Marchese, Mayor

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

\_\_\_\_\_  
Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 4/23/2026 Through 4/23/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AIS	CHANGES TO JULIE SAENZ COMPUTER	AP042326-FY26	4325	Consulting/Professional	100.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL- CITY HALL	AP042326-FY26	4271	Utilities (Elec, Gas, Wtr, Sewer)	71.60
MGT IMPACT SOLUTIONS LLC	BRYON VANA (4-4-26)	AP042326-FY26	4325	Consulting/Professional	3,843.60
MGT IMPACT SOLUTIONS LLC	BRYON VANA (4-11-26)	AP042326-FY26	4325	Consulting/Professional	3,843.60
MGT IMPACT SOLUTIONS LLC	BRYON VANA (4-18-26)	AP042326-FY26	4325	Consulting/Professional	3,843.60
MGT IMPACT SOLUTIONS LLC	BRYON VANA (4-25-26)	AP042326-FY26	4325	Consulting/Professional	3,843.60
O DELSON, MURPHEY, FRAZIER, MCGRAT	LEGAL SERVICES - APRIL 2026	AP042326-FY26	4219	Liability Insurance	605.00
				Total Administration	16,151.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**City Council**  
**From 4/23/2026 Through 4/23/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
IL STATE POLICE	LIQUOR LICENSE / FINGERPRINTING	AP042326-FY26	4205	Boards and Commissions	135.00
				Total City Council	135.00

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 4/23/2026 Through 4/23/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	2nd REVIEW / REDEVELOPMENT (TGI FRIDAY)	AP042326-FY26	4328	Conslt/Prof Reimbursable	917.39
CHRISTOPHER B. BURKE ENG, LTD	REVIEW OF REVISED PLANS /PLAT -1220 PLAINFIELD RD	AP042326-FY26	4328	Conslt/Prof Reimbursable	2,045.13
CHRISTOPHER B. BURKE ENG, LTD	2nd REVIEW OF FINAL PLANS - WESTWOOD PARK IMPROVEMENTS	AP042326-FY26	4328	Conslt/Prof Reimbursable	1,450.00
LEMONT NAPA	ROTOR AND PAD FOR A3	AP042326-FY26	4229	Maintenance - Vehicles	162.20
LEMONT NAPA	SPARK PLUG FOR A3	AP042326-FY26	4229	Maintenance - Vehicles	55.40
ODELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL SERVICES - APRIL 2026	AP042326-FY26	4219	Liability Insurance	1,375.00
				Total Community Development	6,005.12

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 4/23/2026 Through 4/23/2026**

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
A BLOCK MULCH & MARKETING LLC	PREMIUM HARDWOOD BARK 4-26-26	AP042326-FY26	4350	Forestry	409.09
A BLOCK MULCH & MARKETING LLC	PREMIUM HARDWOOD BARK 4-27-26	AP042326-FY26	4350	Forestry	409.09
A BLOCK MULCH & MARKETING LLC	PREMIUM HARDWOOD BARK 4-28-26	AP042326-FY26	4350	Forestry	409.09
A BLOCK MULCH & MARKETING LLC	PREMIUM HARDWOOD BARK 4-28-26	AP042326-FY26	4350	Forestry	409.09
A BLOCK MULCH & MARKETING LLC	PREMIUM HARDWOOD BARK 4-28-26	AP042326-FY26	4350	Forestry	545.45
CHRISTOPHER B. BURKE ENG, LTD	DARIEN GENERATOR DESIGN	AP042326-FY26	4223	Maintenance - Building	1,237.50
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET - PW 4-16-26	AP042326-FY26	4219	Liability Insurance	209.60
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW 3-25-26	AP042326-FY26	4219	Liability Insurance	86.23
DYNEGY ENERGY SERVICES	ENERGY - 7702 S CASS AVE	AP042326-FY26	4271	Utilities (Elec,Gas,Wtr,Sewer)	102.68
K-TECH SPECIALTY COATINGS LLC	BEET HEET	AP042326-FY26	4257	Supplies - Other	8,657.41
LEMONT NAPA	TEE CONNECTORS FOR #404	AP042326-FY26	4229	Maintenance - Vehicles	15.85
LEMONT NAPA	STARTER FOR JETTER	AP042326-FY26	4229	Maintenance - Vehicles	268.12
LEMONT NAPA	TWD SWITCH	AP042326-FY26	4229	Maintenance - Vehicles	17.16
LEMONT NAPA	OIL DRY FOR SHOP	AP042326-FY26	4229	Maintenance - Vehicles	28.95
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREENING - CORNEILS, J.L. - 3-09-26	AP042326-FY26	4219	Liability Insurance	53.00
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG TESTING - CORNEILS, J. L. 4-06-2026	AP042326-FY26	4219	Liability Insurance	134.00
RAGS ELECTRIC	STREET LIGHT -CITY HALL LOT	AP042326-FY26	4223	Maintenance - Building	2,886.73
RAGS ELECTRIC	STREET LIGHT REPAIRS	AP042326-FY26	4359	Street Light Oper & Maint.	2,008.12
ROUTE 66 ASPHALT CO	ASPHALT FOR MAINTENANCE	AP042326-FY26	4223	Maintenance - Building	242.97

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 4/23/2026 Through 4/23/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
				Total Public Works, Streets	18,130.13

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 4/23/2026 Through 4/23/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL- POLICE DEPT	AP042326-FY26	4271	Utilities (Elec,Gas,Wtr,Sewer)	262.01
HARALDSEN'S GARAGE & BODY	FRONT BUMPER REPAIR FOR P49	AP042326-FY26	4229	Maintenance - Vehicles	1,247.75
I.R.M.A.	DEDUCTIBLE - APRIL 2026	AP042326-FY26	4219	Liability Insurance	7,704.01
LEMONT NAPA	OIL FILTER	AP042326-FY26	4229	Maintenance - Vehicles	42.00
NORTHEAST DUPAGE FAMILY/YOUTH	SOCIAL WORKER - APRIL 2026	AP042326-FY26	4337	Dumeg/Fiat/Child Center	5,967.89
ODELSON,MURPHEY,FRAZIER,MCGRAT	LEGAL SERVICES - APRIL 2026	AP042326-FY26	4219	Liability Insurance	2,530.00
PHYLAX SOLUTIONS LLC	TRAINING - K-9 UNIT	AP042326-FY26	4263	Training and Education	1,050.00
POMP'S TIRE SERVICE, INC.	TIRES FOR P58	AP042326-FY26	4229	Maintenance - Vehicles	541.08
				Total Police Department	19,344.74
				Total General Fund	59,765.99

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 4/23/2026 Through 4/23/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
119TH STREET MATERIALS	HAULING 4-8-26	AP042326-FY26	4231	Maintenance - Water System	1,222.20
119TH STREET MATERIALS	HAULING 4-7-26	AP042326-FY26	4231	Maintenance - Water System	1,571.40
CHRISTOPHER B. BURKE ENG, LTD	GIS SERVICES / WATER DATABASE FOR METERS	AP042326-FY26	4325	Consulting/Professional	139.00
CHRISTOPHER B. BURKE ENG, LTD	DARIEN GENERATOR DESIGN	AP042326-FY26	4325	Consulting/Professional	1,237.50
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET- PW	AP042326-FY26	4219	Liability Insurance	86.24
CINTAS FIRST AID AND SAFETY	REPLENISH FIRST AID CABINET - PW 4-16-26	AP042326-FY26	4219	Liability Insurance	209.60
DUPAGE COUNTY PUBLIC WORKS	VAC WASTE -MARCH /APRIL 2026	AP042326-FY26	4231	Maintenance - Water System	840.00
DUPAGE COUNTY PUBLIC WORKS	SEWER BILL PW- 1041 S FRONTAGE RD	AP042326-FY26	4271	Utilities (Elec,Gas,Wtr,Sewer)	83.14
HACH COMPANY	CHEM KEYS	AP042326-FY26	4231	Maintenance - Water System	402.36
SIKICH PROFESSIONAL SERVICES	FY26 AUDIT / BILLING THROUGH 5-15-26	AP042326-FY26	4320	Audit	7,000.00
				Total Public Works, Water	12,791.44
				Total Water Fund	12,791.44

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 4/23/2026 Through 4/23/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
COM ED	7953012222 -6701 CLARENDON HILLS RD STREET LIGHT	AP042326-FY26	4840	Street Lights	84.55
DYNEGY ENERGY SERVICES	ENERGY - STREET LIGHTS	AP042326-FY26	4840	Street Lights	2,581.42
UNDERGROUND PIPE & VALVE CO.	STORM DRAIN SUPPLIES	AP042326-FY26	4257	Supplies - Other	840.00
				Total MFT Expenses	3,505.97
				Total Motor Fuel Tax	3,505.97

**CITY OF DARIEN**  
**Expenditure Journal**  
**Special Service Area Tax Fund**  
**SSA Expenditures**  
**From 4/23/2026 Through 4/23/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	CONTROLLED BURN- TARA HILL SOUTH BASIN	AP042326-FY26	4325	Consulting/Professional	2,754.21
				Total SSA Expenditures	2,754.21
				Total Special Service Area Tax Fund	2,754.21

**CITY OF DARIEN**  
**Expenditure Journal**  
**Capital Improvement Fund**  
**Capital Fund Expenditures**  
**From 4/23/2026 Through 4/23/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
CHRISTOPHER B. BURKE ENG, LTD	BIDDING ASSISTANCE- PLAINFIELD /CASS WALL	AP042326-FY26	4390	Capital Improv-Infrastructure	1,885.73
				Total Capital Fund Expenditures	1,885.73
				Total Capital Improvement Fund	1,885.73
Report Total					80,703.34



**CITY OF DARIEN**

**EXPENDITURE APPROVAL LIST  
FOR CITY COUNCIL MEETING ON  
June 1, 2026**

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

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

General Fund			<b>\$70,091.83</b>
Water Fund			<b>\$41,619.76</b>
Motor Fuel Tax Fund			<b>\$379.08</b>
Stormwater Management Fund			
Special Service Area Tax Fund			
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund - Justice			
Federal Equitable Sharing Fund - Treasury			
Impact Fee Expenditures			
Capital Improvement Fund			
Cannabis Fund			
TIF Fund			
		<i>Subtotal:</i>	<u><b>\$112,090.67</b></u>
General Fund Payroll	05/14/26	\$	307,655.19
Water Fund Payroll	05/14/26	\$	36,187.37
		<i>Subtotal:</i>	<u><b>\$ 343,842.56</b></u>

<b>Total to be Approved by City Council:</b>	<u><b>\$455,933.23</b></u>
--	----------------------------

*Approvals:*

\_\_\_\_\_  
Joseph A. Marchese, Mayor

\_\_\_\_\_  
JoAnne E. Ragona, City Clerk

\_\_\_\_\_  
Michael J. Coren, Treasurer

\_\_\_\_\_  
Bryon D. Vana, City Administrator

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Administration**  
**From 6/1/2026 Through 6/1/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AIS	SPAM FILTERING	AP060126-FY27	4325	Consulting/Professional	2,070.00
AIS	PROFESSIONAL SERVICES- JUNE 2026	AP060126-FY27	4325	Consulting/Professional	8,001.49
AIS	SECURE EMAIL	AP060126-FY27	4325	Consulting/Professional	15.50
AIS	BACKUP SERVICES- JUNE 2026	AP060126-FY27	4325	Consulting/Professional	2,733.00
AIS	DUO MFA ESSENTIALS	AP060126-FY27	4325	Consulting/Professional	315.00
AIS	CLOUD HOSTING- JUNE 2026	AP060126-FY27	4325	Consulting/Professional	20.00
AIS	ENDPOINT DETECTION- JUNE 2026	AP060126-FY27	4325	Consulting/Professional	213.28
COMCAST BUSINESS	CABLE TV FOR CITY HALL	AP060126-FY27	4271	Utilities (Elec,Gas,Wtr,Sewer)	53.35
IMPACT NETWORKING, LLC	PW COPIER OVRAGE (4-18 thru 5-17-26)	AP060126-FY27	4225	Maintenance - Equipment	80.16
				Total Administration	13,501.78

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Darien Business Alliance**  
**From 6/1/2026 Through 6/1/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
J3 EVENTS	DARIEN DASH EVENT - TIMING	AP060126-FY27	4239	Public Relations	1,753.05
MARQUEZ CONSULTING INC	DARIEN DASH SIGNAGE	AP060126-FY27	4239	Public Relations	1,360.00
PORTABLE JOHN INC	PORTABLE JOHNS / MEMORIAL DAY CARNIVAL- CHESTNUT	AP060126-FY27	4330	Contingency	1,440.00
SPEEDPRO	DARIEN DASH SIGNAGE	AP060126-FY27	4239	Public Relations	253.00
TENTS FOR RENT INC	DEPOSIT- DARIEN FEST TENT	AP060126-FY27	4239	Public Relations	1,049.33
				Total Darien Business Alliance	5,855.38

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Community Development**  
**From 6/1/2026 Through 6/1/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
ODP BUSINESS SOLUTIONS	DATE STAMP FOR COMMUNITY DEV	AP060126-FY27	4253	Supplies - Office	77.87
				Total Community Development	77.87

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Public Works, Streets**  
**From 6/1/2026 Through 6/1/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
A BLOCK MULCH & MARKETING LLC	PREMIUM HARDWOOD BARK 5-5-26	AP060126-FY27	4350	Forestry	545.45
AIS	NEW LAPTOPS FOR ARBORISTS /CONCRETE FOREMAN	AP060126-FY27	4815	Equipment	1,534.07
ALARM DETECTION SYSTEMS INC	ALARM DETECTION -1710 PLAINFIELD RD (Jun - Aug 2026)	AP060126-FY27	4223	Maintenance - Building	115.50
ALTEC INDUSTRIES INC	INSPECTION -BUCKET TRUCK #501	AP060126-FY27	4229	Maintenance - Vehicles	1,449.78
FROST SOLUTIONS LLC	WEATHER STATION RENEWAL	AP060126-FY27	4213	Dues and Subscriptions	9,800.00
JAMES KOUDELIK	REIMBURSEMENT-KOU... BOOTS	AP060126-FY27	4269	Uniforms	250.00
KARA COMPANY, INC.	MARKING SUPPLIES	AP060126-FY27	4257	Supplies - Other	184.01
RAGS ELECTRIC	REPAIR CABLE / SEAN CIRCLE (Damaged by boring company)	AP060126-FY27	4359	Street Light Oper & Maint.	2,451.75
UNDERGROUND PIPE & VALVE CO.	DRAINAGE SUPPLIES	AP060126-FY27	4374	Drainage Projects	1,671.00
UNDERGROUND PIPE & VALVE CO.	DRAINAGE SUPPLIES	AP060126-FY27	4374	Drainage Projects	2,390.00
WAREHOUSE DIRECT	JANITORIAL SUPPLIES FOR POLICE DEPT	AP060126-FY27	4345	Janitorial Service	138.91
				Total Public Works, Streets	20,530.47

**CITY OF DARIEN**  
**Expenditure Journal**  
**General Fund**  
**Police Department**  
**From 6/1/2026 Through 6/1/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
IL LAW ENFORCEMENT ADMIN PROF	2026 IL LEAP CONFERENCE- ROSE GONZALEZ	AP060126-FY27	4263	Training and Education	375.00
IL PUBLIC SAFETY LEADERSHIP IN	ROSE GONZALEZ /IPSLI PROGRAM -FALL 2026	AP060126-FY27	4263	Training and Education	995.00
INDUSTRIAL ORG SOLUTIONS	PSYCH EVAL- CANDIDATE SARHAN	AP060126-FY27	4205	Boards and Commissions	575.00
LEADS ONLINE	ANNUAL RENEWAL- TOTAL TRACK INVESTIGATION SYSTEMS	AP060126-FY27	4217	Investigation and Equipment	3,498.00
MERIT	DARIEN 2026-27 MERIT DUES	AP060126-FY27	4337	Dumeg/Fiat/Child Center	9,000.00
POLICE EXECUTIVE RESEARCH FORU	DC NORTON - SENIOR MGMT INSTITUTE FOR POLICE	AP060126-FY27	4263	Training and Education	11,200.00
PORTABLE JOHN INC	PORTABLE JOHNS - COPS & BOBBERS EVENT	AP060126-FY27	4239	Public Relations	425.00
PORTER LEE CORPORATION	LABELS AND PRINTER RIBBON FOR BEAST	AP060126-FY27	4217	Investigation and Equipment	116.34
RAY O'HERRON CO. INC.	CSO MCKENZIE- SHIRT EMBROIDERY	AP060126-FY27	4269	Uniforms	12.00
RAY O'HERRON CO. INC.	CSO MCKENZIE- PANTS	AP060126-FY27	4269	Uniforms	89.99
ROCK RIVER ARMS INC	RIFLES	AP060126-FY27	4217	Investigation and Equipment	3,330.00
TEEL TECHNOLOGIES	ELECTRONICS LOCKER / EVIDENCE DEPT	AP060126-FY27	4217	Investigation and Equipment	510.00
				Total Police Department	30,126.33
				Total General Fund	70,091.83

**CITY OF DARIEN**  
**Expenditure Journal**  
**Water Fund**  
**Public Works, Water**  
**From 6/1/2026 Through 6/1/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AIS	NEW LAPTOPS FOR ARBORISTS /CONCRETE FOREMAN	AP060126-FY27	4815	Equipment	1,534.07
ALARM DETECTION SYSTEMS INC	ALARM DETECTION -1702 PLAINFIELD RD (Jun - Aug 2026)	AP060126-FY27	4223	Maintenance - Building	115.50
AMALGAMATED BANK OF CHICAGO	INTEREST - GO BOND SERIES 2018	AP060126-FY27	4945	Debt Retire - Property	21,525.00
FROST SOLUTIONS LLC	WEATHER STATION RENEWAL	AP060126-FY27	4213	Dues and Subscriptions	9,800.00
K-FIVE HODGKINS LLC	HMA SURFACE MIX	AP060126-FY27	4231	Maintenance - Water System	625.68
NORTHWEST LAWN & POWER EQUIP	QUICK CUT SAW	AP060126-FY27	4815	Equipment	1,679.99
SHREVE SERVICES INC	TOPSOIL 5-7-26 and 5-8-26	AP060126-FY27	4231	Maintenance - Water System	1,320.00
UNDERGROUND PIPE & VALVE CO.	VALVE BOXES (Paid at Bid Correct Bid Price)	AP060126-FY27	4231	Maintenance - Water System	1,380.00
VULCAN CONSTRUCTION MATERIALS	STONE 5-6-26	AP060126-FY27	4231	Maintenance - Water System	<u>3,639.52</u>
				Total Public Works, Water	41,619.76
				Total Water Fund	<u>41,619.76</u>

**CITY OF DARIEN**  
**Expenditure Journal**  
**Motor Fuel Tax**  
**MFT Expenses**  
**From 6/1/2026 Through 6/1/2026**

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
NORWALK TANK	MASTIC AND RISER	AP060126-FY27	4257	Supplies - Other	379.08
				Total MFT Expenses	379.08
				Total Motor Fuel Tax	379.08
Report Total					112,090.67

MOTION NO. \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**June 1, 2026**

**ISSUE STATEMENT**

A motion approving to extend a contract with Compass Minerals America, Inc., for the purchase of rock salt in an amount not to exceed \$196,825.84. [Exhibit A](#).

**BACKGROUND/HISTORY**

The rock salt is utilized by the Municipal Services Department for street de-icing operations during the snow season. The City continues to partner with the DuPage County for the purchase of rock salt. Recently, the County has approved a contract with Compass Minerals America, Inc., in the amount of \$74.33 per ton. See [Attachment A](#). The price per ton last year was \$70.79. This year pricing is approximately 5% more than last year’s cost per ton. See [Attachment B](#).

As part of the joint contract, the City committed to receive up to 2600 tons of salt. The Darien Park District and Center Cass School District #66 will be purchasing up to 40 and 8 tons respectively of rock salt not to exceed \$2,973.20 and \$594.64.

The proposed expenditure would be expended from the following account:

Account Number	Account Description	FY 26-27 Budget	Proposed Expenditure	Proposed Balance
03-60-4249	City Of Darien <b>2600 Tons</b>	\$184,893.00	\$ 193,258.00	(\$8,365)
01-30-4249	Darien Park District - <b>Reimbursable 40 Tons</b>	N/A	\$ 2,973.20	N/A
01-30-4249	Center Cass School Dist. 66 - <b>Reimbursable 8 Tons</b>	N/A	\$ 594.64	N/A
TOTAL COSTS			\$ 196,825.84	(\$8,365)

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of this motion with Compass Minerals America, Inc., for the purchase of rock salt in an amount not to exceed \$196,825.84.

**ALTERNATE CONSIDERATION**

Not approving the contract.

**DECISION MODE**

This item will be placed on the June 1, 2026 City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of June 2026.**

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

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

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



**DuPage County Division of Transportation**

Project: **2025 Bulk Rock Salt** Sec. No: **25-0SALT-02-MS**

Date of Letting: **June 5, 2025 2:00 P.M.**

Item No.	Items	Unit	Quantity	Engineer's Estimate		Compass Minerals America Inc. 9900 W. 109th Street Overland Park, KS 66210		Morton Salt, Inc. 444 West Lake Street Chicago, IL 60606	
				Unit Price	Total	Unit Price	Total	Unit Price	Total
	<b>GROUP 1</b>								
	ROCK SALT	TON	10000	\$75.00	750,000.00	\$70.79	707,900.00	\$73.40	734,000.00
	ROCK SALT (130% to 150%)	TON	<del>XXXX</del>		0.00	\$70.79	0.00	\$93.40	0.00
<b>Bidder's Total Proposal for Group 1</b>				<b>\$750,000.00</b>		<b>\$707,900.00</b>		<b>\$734,000.00</b>	

	<b>GROUP 2</b>								
	ROCK SALT	TON	45270	\$75.00	3,395,250.00	\$70.79	3,204,663.30	\$73.40	3,322,818.00
	ROCK SALT, EARLY DELIVERY	TON	1650	\$75.00	123,750.00	\$70.79	116,803.50	\$73.40	121,110.00
	ROCK SALT (130% to 150%)	TON	<del>XXXX</del>		0.00	\$70.79	0.00	\$93.40	0.00
<b>Bidder's Total Proposal for Group 2</b>				<b>\$3,519,000.00</b>		<b>\$3,321,466.80</b>		<b>\$3,443,928.00</b>	

MEMO

**From:** [Dan Gombac](#)  
**To:** [Regina Kokkinis](#)  
**Subject:** FW: 2026-27 DuPage County Salt Bid  
**Date:** Wednesday, May 13, 2026 2:31:45 PM  
**Attachments:** [image002.png](#)

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FYI for agenda

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**From:** Figuray, Mike <Michael.Figuray@dupagecounty.gov>  
**Sent:** Wednesday, May 13, 2026 12:56 PM  
**To:** Figuray, Mike <Michael.Figuray@dupagecounty.gov>  
**Cc:** Travia, Stephen <Stephen.Travia@dupagecounty.gov>; Eidson, William <William.Eidson@dupagecounty.gov>  
**Subject:** RE: 2026-27 DuPage County Salt Bid

Good morning, I wanted to reach out and let everyone know that the salt bid renewal passed the DuPage County Board yesterday. The cost for the upcoming season will be \$74.33 per ton, and the updated quantities you have provided have been forwarded to Compass Minerals.

As a reminder, each agency is responsible for obtaining the required approvals from its boards, establishing the new contract, and placing its orders with the selected contractor. That determination and commitment must be made within 90 days of the county board's approval of the renewal option which was 5/12/2026.

Please feel free to reach out if you have any questions.

Thank you,  
Mike Figuray

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**From:** Figuray, Mike  
**Sent:** Thursday, March 12, 2026 12:27 PM  
**To:** Figuray, Mike <[Michael.Figuray@dupagecounty.gov](mailto:Michael.Figuray@dupagecounty.gov)>  
**Cc:** Travia, Stephen <[Stephen.Travia@dupagecounty.gov](mailto:Stephen.Travia@dupagecounty.gov)>; Eidson, William <[William.Eidson@dupagecounty.gov](mailto:William.Eidson@dupagecounty.gov)>  
**Subject:** 2026-27 DuPage County Salt Bid

Good morning,

Based on a review of the market, DuPage County will recommend to our County Board that we renew the current bulk rock salt contract with Compass Minerals.

Compass Minerals has agreed to renew for the 2026-27 season with a 5% price increase, as permitted by the contract, while maintaining all other existing terms and conditions. The new pricing will increase from \$70.79 per ton to **\$74.33 per ton**. I've attached a copy of last year's executed contract for your convenience.

The next step in the renewal process is to provide Compass Minerals with an updated list of each entity's shipping/billing locations and quantities. I have included a survey link below. If you plan to participate again this year, please fill out the form no later than **March 27, 2026**.

Once the form has been submitted, you should receive a copy of your responses via email. If you do not receive the responses or need to make edits, please email me directly.

As a reminder, each agency is responsible for making an independent determination on whether to renew the current contract. The agency will be responsible for obtaining the required approvals from its boards, establishing the new contract, and placing its own orders with the selected contractor. That determination and commitment must be made within 90 days of the county board's approval of the renewal option. I will reach out with a reminder once we have approval.

The online form can be found here: [DuPage County Salt Bid](#)

If I can answer any questions or provide assistance through this process, feel free to call or email me directly.

Thank you,

*Mike Figuray*

**Manager of Highway Operations**

DuPage County Division of Transportation

140 N County Farm Rd, Wheaton, IL 60187

Main: (630) 407-6920 Office: (630) 407-6924

[Michael.Figuray@DuPageCounty.Gov](mailto:Michael.Figuray@DuPageCounty.Gov)





Local Public Agency Formal Contract

Contractor's Name

Compass Minerals America Inc.

Contractor's Address

9900 W. 109th St

City

Overland Park

State

KS

Zip Code

66210

STATE OF ILLINOIS

Local Public Agency

County of DuPage

County

DuPage

Section Number

25-0SALT-02-MS

Street Name/Road Name

2025 Salt Purchase

Type of Funds

MFT and other funds

CONTRACT BOND (when required)

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

[Signature & Date Box]

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

*William C. Eide 7/15/2025*

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

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

[Signature & Date Box]

Official Title

[Official Title Box]

Department of Transportation

Concurrence in approval of award

Regional Engineer Signature & Date

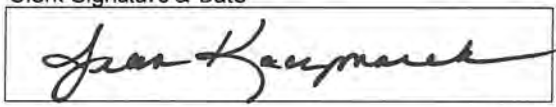
[Signature & Date Box]

Local Public Agency County of DuPage	Local Street/Road Name 2025 Salt Purchase	County DuPage	Section Number 25-0SALT-02-MS
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1. THIS AGREEMENT, made and concluded the 24th day of June 2025 between the County of DuPage, known as the party of the first part, and Compass Minerals America Inc., its successor, and assigns, known as the party of the second part.
2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.
3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-0SALT-02-MS in County of DuPage, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

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

Attest: The County of DuPage

Clerk Signature & Date  


(SEAL, if required by the LPA)



(SEAL, if required by the LPA)

Party of the First Part Signature & Date  
 By:  7-2-2025  
 (If a Corporation)

Corporate Name  
 Compass Minerals America Inc.

President, Party of the Second Part Signature & Date  
 By:  6/30/2025  
 Sean Lierz, Senior Manager Highway Sales  
 (If a Limited Liability Corporation)

LLC Name  
 \_\_\_\_\_

Manager or Authorized Member, Party of the Second Part  
 By: \_\_\_\_\_  
 (If a Partnership)

Partner Signature & Date  
 \_\_\_\_\_

Partner Signature & Date  
 \_\_\_\_\_

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

(If an individual)  
 Party of the Second Part Signature & Date  
 \_\_\_\_\_

Attest:  
 Secretary Signature & Date  
 \_\_\_\_\_

(SEAL, if required by the LPA)



EXECUTED IN TRIPlicate  
BOND NUMBER: 14261936

Contract Bond

Local Public Agency	County	Street Name/Road Name	Section Number
County of DuPage	DuPage	2025 Salt Purchase	25-0SALT-02-MS

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

We, Compass Minerals America Inc. 9900 W. 109th St., Overland Park, KS 66210  
Contractor's Name and Address

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

LIBERTY MUTUAL INSURANCE COMPANY ITS BERKELEY STREET, BOSTON, MA 02116  
(Surety Name and Address)

as SURETY, are held and firmly bound unto the above Local Public Agency (thereafter referred to as "LPA") in the penal sum of seven hundred seven thousand nine hundred and 00/100

Dollars ( \$707,900.00 ) lawful money of the United States, to be paid to said LPA, the payment of which we bind ourselves, successors and assigns jointly to pay to the LPA this sum under the conditions of this instrument.

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

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

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective agents this 27TH day of JUNE, 2025.  
Day Month and Year

PRINCIPAL

Company Name  
Compass Minerals America Inc.

Company Name

By  
Signature & Date  
Sean Litz 6/30/25

By  
Signature & Date

Attest  
Signature & Date  
[Signature] 6/30/2025

Attest  
Signature & Date

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

STATE OF Kansas  
COUNTY OF Johnson

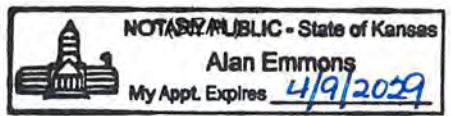
I, Alan Emmons, a Notary Public in and for said county, do hereby certify that

Notary Name

Sean Lierz

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

Given under my hand and notarial seal this 30th day of June, 2025  
Day Month, Year



Notary Public Signature & Date  
[Signature] 6/30/2025  
Date commission expires 4/9/2029

**SURETY**

Name of Surety  
Liberty Mutual Insurance Company

Title : attorney-in-fact  
By: [Signature]  
MARIE DANNE TRINIDAD

\* please see CA all-purpose acknowledgement form for surety

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for said county, do hereby certify that

Notary Name

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

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year

(SEAL)

Notary Public Signature & Date  
\_\_\_\_\_  
Date commission expires \_\_\_\_\_

Approved this 24th day of June 2025  
Day Month, Year

Attest:

Local Public Agency Clerk Signature & Date  
[Signature]

County \_\_\_\_\_ Clerk  
Local Public Agency Type \_\_\_\_\_

Awarding Authority  
County of DuPage

Awarding Authority Signature & Date  
[Signature] 7-2-2025

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )

County of Orange )

On 06-27-2025 before me, Kathy R. Mair, Notary Public,  
DATE [Name of Notary Public and Title "Notary Public"]

personally appeared Marie Claire Trinidad -----  
[Name(s) of Signer(s)]

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.



WITNESS my hand and official seal.

Kathy R. Mair  
Signature of Notary Public: Kathy R. Mair

Place Notary Seal Above

**OPTIONAL**

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: Marie Claire Trinidad

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney-in-Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Corporate Officer – Title(s): \_\_\_\_\_
- Partner –  Limited  General
- Individual  Attorney-in-Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



# POWER OF ATTORNEY

Certificate No. 8204867

American States Insurance Company  
First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America

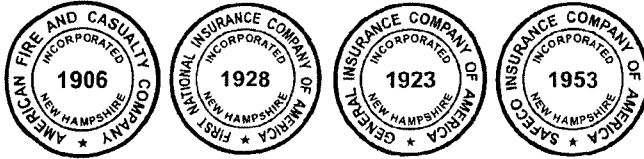
**KNOWN ALL PERSONS BY THESE PRESENTS:** That American States Insurance Company is a corporation duly organized under the laws of the State of Indiana, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America are corporations duly organized under the laws of the State of New Hampshire (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Marie Claire Trinidad

all of the city of Irvine, state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

**IN WITNESS WHEREOF**, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

American States Insurance Company  
First National Insurance Company of America  
General Insurance Company of America  
Safeco Insurance Company of America



By: Nathan J. Zangerle

Nathan J. Zangerle, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

STATE OF PENNSYLVANIA      ss  
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be Assistant Secretary of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2029  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America, which are now in full force and effect reading as follows:

**ARTICLE IV - OFFICERS:** Section 12. Power of Attorney

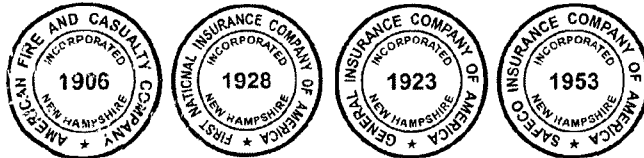
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorney-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**Certificate of Designation** - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of American States Insurance Company, First National Insurance Company of America, General Insurance Company of America, and Safeco Insurance Company of America do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this 27th day of June, 2025.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



Local Public Agency Material Proposal or Deliver & Install Proposal

Proposal Submitted By:  
 Contractor's Name  
 Compass Minerals America Inc.  
 Contractor's Address  
 9900 W. 109th St.  
 City  
 Overland Park  
 State  
 KS  
 Zip Code  
 66210

STATE OF ILLINOIS  
 Local Public Agency  
 County of DuPage  
 County  
 DuPage  
 Section Number  
 25-0SALT-02-MS  
 Street Name/Road Name  
 2025 Salt Purchase  
 Type of Funds  
 MFT and other funds

Material proposal  Deliver and Install Proposal  Plans

**For a County and Road District Project**

Submitted/Approved  
 Highway Commissioner Signature & Date  
 [Signature Box]

Submitted/Approved  
 County Engineer/Superintendent of Highways Signature & Date  
 Willie C. Edson 7/15/2025

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

**For a Municipal Project**

Submitted/Approved/Passed  
 Signature & Date  
 [Signature Box]  
 Official Title  
 [Title Box]

**Department of Transportation**

Released for bid based on limited review  
 Regional Engineer Signature & Date  
 [Signature Box]

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

Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

**NOTICE TO BIDDERS**

Sealed proposals for the project described below will be received at the office of the DuPage County Division of Transportation  
 421 N. County Farm Road, 2nd Floor, Wheaton, IL 60187 Name of Office  
 until 2:00 PM on 06/05/25  
Time Date

1. Plans and proposal forms will be available in the office of  
 online at  
[https://www.dupagecounty.gov/government/departments/transportation/doing\\_business/bids\\_and\\_lettings.php](https://www.dupagecounty.gov/government/departments/transportation/doing_business/bids_and_lettings.php)

2.  Prequalification  
 If checked, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in duplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and one original with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals.
4. A proposal guaranty in the proper amount, as specified in the BLRS Special Provision for Bidding Requirements and Conditions for Material/Deliver and Install Proposals, will be required. See the attached Special Provisions for specific instructions for proposal guaranty for this proposal packet.
5. The successful bidder at the time of execution of the contract will be required to deposit a contract bond or proposal guaranty as provided for in the special provisions. Failure on the part of the contractor to deliver the material within the time specified or to do the work specified herein will be considered just cause to forfeit his surety as provided in Article 108.10 of the Standard Specifications.
6. Proposals shall be submitted on forms furnished by the Awarding Authority and shall be enclosed in an envelope endorsed "Material Proposal, Section 25-0SALT-02-MS".

By Order of Awarding Authority	County Engineer/Superintendent of Highways/ Municipal Clerk	Date
County of DuPage	William C. Eidson	05/01/25

**Material Proposal or Deliver & Install Proposal**

To  
 Awarding Authority  
 County of DuPage

Awarding Authority Address	City	State	Zip Code
421 N. County Farm Road	Wheaton	IL	60187

If this bid is accepted within 45 days from the date of opening, the undersigned agrees to furnish or to deliver & install any or all of the materials, at the quoted unit prices, subject to the following:

- It is understood and agreed that the "Standard Specifications for Road and Bridge Construction", adopted 01/01/22 and the "Supplemental Specifications and Recurring Special Provisions", adopted 01/01/25, prepared by the Department of Transportation, shall govern insofar as they may be applied and insofar as they do not conflict with the special provision and supplemental specifications attached hereto.
- It is understood that quantities listed are approximate only and that they may be increased or decrease as may be needed to properly complete the improvement within its present limits or extensions thereto, at the unit prices stated and that bids will be compared on the basis of total price bid for each group.
- Delivery in total or partial shipments as ordered shall be made within the time specified in the special provisions or by the acceptance at the point and in the manner specified in the "Schedule of Prices". If delivery on the job site is specified, it shall mean any place or paces on the road designed by the awarding authority or its authorized representative.
- The contractor and/or local public agency performing the actual material placement operations shall be responsible for providing work zone traffic control, unless otherwise specified in this proposal. Such devices shall meet the requirements of and be installed in accordance with applicable provisions of the "Illinois Manual on Uniform Traffic Control Devices" and any referenced Illinois Highway Standards.

Local Public Agency

County

Section Number

County of DuPage

DuPage

25-0SALT-02-MS

- 5. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. The proposal guaranty as specified in the special provisions is attached.

If a bid bond is allowed or required, Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: County Treasurer of DuPage.

The amount of the check is (Bid Bond was submitted) (\_\_\_\_\_).

**Attach Cashier's Check or Certified Check Here**

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

The proposal guaranty check will be found in the bid proposal for: Section Number \_\_\_\_\_).

Discounts will be allowed for payment as follows: \_\_\_\_\_ calendar days \_\_\_\_\_ calendar days

Discounts will not be considered in determining the low bidder

Bidder

By

Title



Address

City

State

Zip Code

RETURN WITH BID



Material Proposal Schedule of Prices

Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	25-0SALT-02-MS

Material Proposal Schedule of Prices

Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$70.79	\$707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON		\$70.79	
Bidder's Total Proposal for Group 1						<b>\$707,900.00</b>

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

*Sean Lierz 6/30/25*  
 - Sean Lierz, Senior Manager Highway Sales

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210

RETURN WITH BID



**Illinois Department  
of Transportation**

**Material Proposal Schedule of Prices**


Local Public Agency	County	Section Number
DuPage County Division of Transportation	DuPage	25-0SALT-02-MS

**Material Proposal Schedule of Prices**

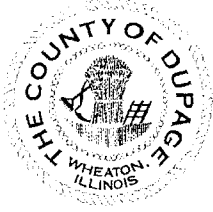
Group No.	Item(s)	Delivery	Unit	Quantity	Unit Price	Total
1	ROCK SALT	FOB	TON	10000	\$ 70.79	\$ 707,900.00
1	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 1					\$	708,900.00
2	ROCK SALT	FOB	TON	45270	\$ 70.79	\$ 3,204,663.30
2	ROCK SALT, EARLY DELIVERY	FOB	TON	1650	\$ 70.79	\$ 116,803.50
2	ROCK SALT (130% to 150%)	FOB	TON		70.79	
Bidder's Total Proposal for Group 2					\$	3,321,466.80

The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging or bid rotating.

Bidder Signature and Date

 6/3/25

Address	City	State	Zip Code
9900 W. 109th Street	Overland Park	KS	66210



DuPage County  
 Finance Department  
 Procurement Division  
 421 North County Farm Road  
 Room 3-400  
 Wheaton, Illinois 60187-3978

## REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

### Section I: Contact Information

Please complete the contact information below.

BID NUMBER:	25-0SALT-02-MS
COMPANY NAME:	Compass Minerals America Inc.
CONTACT PERSON:	Sean Lierz
CONTACT EMAIL:	highwaygroup@compassminerals.com

### Section II: Procurement Ordinance Requirements

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

Has the Bidder made contributions as described above?

- Yes  
 No

If "Yes", complete the required information in the table below.

RECIPIENT	DONOR	DESCRIPTION (e.g., cash, type of item, in-kind services, etc.)	AMOUNT/VALUE	DATE MADE

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

Has the Bidder had or will the Bidder have contact with lobbyists, agents, representatives or individuals who are or will be having contact with county officers or employees as described above.

Yes

No

If "Yes", list the name, phone number, and email of lobbyists, agents, representatives, and all individuals who are or will be having contact with county officers or employees in the table below.

NAME	PHONE	EMAIL
Sean Lierz, Sr., Manager Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Joel Gerdes, Director US Highway Sales	800-323-1641 option 2	highwaygroup@compassminerals.com
Brenda Blunt, Customer Experience Spcl	800-323-1641 option 1	highwaygroup@compassminerals.com

### **Section III: Violations**

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future County contracts. Continuing and supplemental disclosure is required. The Bidder agrees to update this disclosure form as follows:

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

The full text of the County's Ethics Ordinance is available at:

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

The full text of the County's Procurement Ordinance is available at:

[https://www.dupagecounty.gov/government/departments/finance/procurement/procurement\\_ordinance\\_and\\_guiding\\_principles.php](https://www.dupagecounty.gov/government/departments/finance/procurement/procurement_ordinance_and_guiding_principles.php)

### **Section IV: Certification**

By signing below, the Bidder hereby acknowledges that it has received, read, and understands these requirements, and certifies that the information submitted on this form is true and correct to the best of its knowledge.

Printed Name: Joel Gerdes or Sean Lierz

Signature: 

Title: Director US Highway Sales  
Senior Manager Highway Sales

Date: 6/30/25

**RETURN WITH BID**

**ADDENDUM NO. 1**

**May 30, 2025**

**2025 SALT PURCHASE  
SECTION 25-0SALT-02-MS**

The proposal documents include the following forms:

- Affidavit of Illinois Business Office
- References

These forms are **not** required and do not need to be included with the bid.  
A revised proposal book will not be issued.

By Order of  
County of DuPage  
\_\_\_\_\_  
(Awarding Authority)

William C. Eidson, P.E.  
\_\_\_\_\_  
County Engineer

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 PROPOSAL  
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 BLR 12241 Schedule of Prices  
 BLR 12326 Affidavit of Illinois Business Office  
 DuPage County – Required Vendor Ethics Disclosure Statement  
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**STATE OF ILLINOIS**

**SPECIAL PROVISIONS**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted January 1, 2022, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", in effect on the date of invitation for bids and the "Supplemental Specifications and Recurring Special Provisions" indicated on the Check Sheet included herein which apply to and govern the proposed improvement designated as Section 25-0SALT-02-MS, and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

**BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS**

(Illinois Department of Transportation Bureau of Local Roads and Streets Special Provision for BIDDING REQUIREMENTS AND CONDITIONS FOR MATERIAL PROPOSALS LRS Check Sheet #7)

Add the following to the section **Prequalification of Bidders**: "Prequalification is not required. Prospective bidders shall submit a Request for Authorization to Bid form to the DuPage County Division of Transportation. The Request for Authorization to Bid shall be submitted at least one business day prior to the public opening of proposals. Authorization to bid will be issued by the DuPage County Division of Transportation to prospective bidders who are qualified to perform the work."

Revise the first sentence of the section **Preparation of the Proposal** to read: "Bidders shall submit their proposals on the form furnished by the Awarding Authority or on a form approved by the Awarding Authority prior to submittal of the Proposal."

Add the following to the section **Preparation of the Proposal**: "Unit prices shall only be accepted rounded to the nearest one-hundredth (0.01) of a dollar."

Add the following to the section **Preparation of the Proposal**: "The low bidder shall complete and submit the IRS W-9 form included in this proposal within 48 hours of being notified as the low bidder. The form shall be emailed to Department at [DOTBidInfo@dupagecounty.gov](mailto:DOTBidInfo@dupagecounty.gov). Bidders may either submit the W-9 form with their bid proposal or wait to be notified that they are the low bidder."

Add the following to the section **Public Opening of Proposals**: "Proposals will only be accepted by bidders who have been issued an authorization to bid by the DuPage County Division of Transportation. Proposals submitted without authorization to bid will be returned unopened."

Add the following to the section **Consideration of Proposals**: "Each Awarding Authority or Agency may consider the amounts bid for their respective work and need not consider the total bid for all agencies."

Revise the first sentence of the section **Requirement of Contract Bond** to read: "The Contractor or Supplier shall furnish the Awarding Authority a performance and payment bond with good and sufficient sureties in an amount not less than twenty percent (20%) of the full amount of the award as the penal sum. The other participating agencies may require additional individual performance bonds against inadequate performance per all requirements of the bid documents."

**SECTION 107 LEGAL REGULATIONS AND RESPONSIBILITY TO PUBLIC**

Add the following to Article 107.01: The Department will provide forms or a website for the Contractor and Subcontractors to enter and submit vendor information to comply with Public Act 102-0265.

Article 107.27 Insurance. In addition to the requirements of this Article, the policies of insurance for Commercial (Comprehensive) General Liability and Commercial (Comprehensive) Automobile Liability shall include an additional insured endorsement naming the County of DuPage, its officers and employees as additional insureds. The endorsements shall be on forms acceptable to the County of DuPage. This additional insured is to be on a primary and non-contributory basis and include a Waiver of Subrogation endorsement. Other agencies will require insurance with similar additional insured endorsements.

Employer's Liability insurance shall be in an amount not less than one million (\$1,000,000.00) dollars each accident/injury and one million (\$1,000,000.00) dollars each employee/disease.

Limits of Umbrella Excess Liability (over primary) shall not be less than an amount that in combination with Commercial General Liability totals \$6,000,000 of liability insurance per occurrence. The Umbrella Excess Liability Policy shall include in the "Who is Insured" pages of the policy wording such as "Any other person or organization you have agreed in a written contract to provide additional insurance" or wording to that affect. The contractor shall provide a copy of said section of the excess/umbrella liability policy upon request by the County of DuPage or other agency.

The Contractor shall require all subcontractors to maintain the same insurance coverage required of the contractor. The County of DuPage retains the right to obtain evidence of subcontractor insurance coverage at any time.

Replace the second sentence of the second paragraph (third to last paragraph) of this article with the following: "It is the duty of the Contractor to immediately notify the County of DuPage or other certificate holder if any insurance required under this contract has been cancelled, materially changed, or renewal has been refused, and the Contractor shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the County of DuPage or other agency of the required insurance coverage, the County of DuPage or other agency shall notify the Contractor that the Contractor can proceed with the work that is a part of this contract. Failure to provide and maintain the required insurance coverage could result in the immediate cancellation of this contract, and the Contractor shall accept and bear all costs that may result from the cancellation of this contact due to Contractor's failure to provide and maintain the required insurance."

**SECTION 109 MEASUREMENT AND PAYMENT**

Article 109.08 Acceptance and Final Payment. Add the following to this Article: "Prior to final payment, an affidavit from the Contractor will be required."

**SCOPE OF CONTRACT**

This work consists of furnishing and delivering bulk rock salt to the DuPage County Division of Transportation ("County") and other local units of government within DuPage County ("Agencies") for snow and ice control.

### **TERM OF CONTRACT**

This contract shall be in effect for one year from the date of issuance. DuPage County and other participating agencies reserve the right to renew this contract, or any part of this contract, for an additional one-year period, subject to acceptable performance by the contractor. DuPage County and other participating agencies may update their locations and quantities in the event of a renewal.

### **ESCALATOR PROVISION:**

The unit price shall remain firm/fixed for the first year. Written requests for price revisions after the first year shall be submitted at least 60 days before the annual contract period. Requests shall be based upon and include documentation of the actual change in the costs of the components involved in the contract and shall not include overhead and profit. Changes in the contract price shall be made in the amount of the actual change in contractor cost or the percentage change in the U.S. Average Consumer Price Index for the Midwest Urban - per category "All Items," whichever is less. Surcharges for fuel and/or other costs shall not be allowed. Manufacturer and/or Warehouse Distributor's price sheets or an equivalent document showing the new pricing may be considered sufficient documentation for a price change. **PRICE INCREASES SHALL NOT EXCEED 5.0%, FOR ANY YEAR.** The County and other agencies reserve the right to reject any price increase request.

### **BULK ROCK SALT**

#### **MATERIALS**

- Bulk Rock Salt shall meet the requirements of AASHTO Specification M143, Sodium Chloride Type 1, Grade 1
- Bulk rock salt shall be 95 to 98 percent pure sodium chloride.
- The maximum moisture content shall be no more than two and one-half percent (2.5%).
- Reclaimed or re-crushed rock salt will not be accepted.
- Deliveries of rock salt shall be free of any foreign materials (e.g., mud, rocks, wood, tarpaulins, etc.). The contractor shall be informed of the reason for rejection and removal within two (2) working days.
- All salt shall be lump-free. No salt with lumps larger than two (2) inches in diameter will be accepted and loads with lumps larger than two (2) inches will be rejected.
- Rejected loads shall be separated, and the contractor shall be informed of the reason for rejection. The contractor is required to replace the rejected load within 2 business days.

Bulk rock salt that does not meet the above standards may be rejected. Rejected loads will be replaced at the contractor's expense within 5 business days.

#### **DELIVERY REQUIREMENTS**

- DuPage County and other participating agencies will issue individual releases for bulk rock salt.
- Orders shall be shipped within three (3) working days from the order date and completed within seven (7) working days.
- Deliveries will not be accepted outside of agreed-upon hours.
- All order releases shall be delivered to completion unless mutually agreed upon.
- All salt deliveries shall be made with trucks equipped with tailgate dump trailers.
- All trucks shall be covered with approved waterproof material.
- The contractor shall ensure that upon delivery, the driver inspects the inside of the trailer and confirms that all salt has been removed before leaving the point of delivery.

- Each delivery shall be accompanied by a delivery ticket. The ticket shall be a certified scale ticket indicating the gross, tare, and net weight of each truckload of rock salt. The contractor shall ensure that all weights and measures shown on the delivery tickets are correct.
- Deliveries shall not be made without an authorized representative from the participating agency present during dumping.
- Delivery tickets shall be signed by an authorized representative from the agency.
- All agencies reserve the right to require that delivery trucks be directed to a local scale to check the accuracy of the delivered loads.
- The actual tonnage delivered by the contractor shall be within twenty (20) tons of the ordered tonnage unless mutually agreed upon by both parties.
- The contractor shall notify the agency of the trucking firm that will be delivering the salt, as well as the contact's name, address, and phone number of said trucking firm. The contractor shall supply the same information for the terminal location.
- The contractor and/or carrier shall call to schedule deliveries 24-48 hours in advance.
- The contractor shall be responsible for all deliveries, accepting order releases, and communicating order information to the trucking firms.
- The contractor is solely responsible for the carrier's failure to meet any of the requirements in this contract.

#### PRICING

- Each agency which awards a contract agrees to purchase a minimum of 80% of their quantities.
- If an agency does not utilize or order 80% of its Standard Delivery quantities by the end of the contract period, it agrees to pay the contractor for the remaining 80%. The undelivered rock salt shall be stored for up to 1 year from the contract expiration date. Delivery arrangements shall be mutually agreed upon between the agency and the contractor. The contractor will handle this at no additional charge.
  - The agency agrees to notify the contractor of the remaining salt balance and to arrange for payment prior to the expiration of the contract.
  - The agency agrees to accept all the remaining salt from the prior year before placing any orders from a new contract.
- Unit prices shall be honored up to 130% of the quantities listed in the Schedule of Prices. If a unit price is not entered for this item, then the unit price for ROCK SALT shall be used.
- Bidders shall enter a unit price for quantities greater than 130% and less than 150%.
- Early Delivery pricing shall apply to those agencies for which quantities have been designated in the Schedule of Prices and when salt is ordered for delivery between May 1 and December 1 of any year. Agencies without quantities designated for early delivery may order salt prior to December 1 but would not receive the pricing to reflect such early delivery.

GROUP 1

Deliveries shall be made Monday through Friday excluding weekends and holidays between the listed hours. Arrangements can be made for after-hours and weekend deliveries to maintain a prompt order delivery schedule. DuPage County Division of Transportation sites include:

- 140 N. County Farm Road, Wheaton IL - 6:30 a.m. – 2:00 p.m.
- 7900 S. Rt 53, Woodridge IL - 7:00 a.m. – 2:00 p.m.

GROUP 2

The contractor and the participating agencies will agree upon delivery conditions and hours after the contract is awarded.

SPECIAL PROVISIONS  
2025 Salt Purchase  
Sec. 25-0SALT-02-MS

Group 2 delivery sites and contacts include:

Municipality	Primary Contact	Bill To Address	Ship-To Address	Estimated Quantities (tons)	
				Early Delivery	Standard Delivery
Addison Township	Don Holod donh@addisontownship.com	411 West Potter Street Wood Dale, IL 60191	411 West Potter Wood Dale, IL 60191	-	600
Addison, Village of	Ron Remus rremus@addison-il.org	1491 W Jeffrey Drive Addison, Illinois 60101	1491 W Jeffrey Drive Addison, Illinois 60101	-	2,200
Aurora, City of	Jolene Coulter coulterj@aurora.il.us	44 E. Downer Place Aurora, IL 60507	<u>Site 1:</u> 720 N. Broadway <u>Site 2:</u> 2100 E. New York Street Aurora, IL 60505	-	5,000
Bartlett, Village of	Mike Warmus mwarmus@bartlett.il.gov	228 S. Main St Bartlett, IL 60103	<u>Site 1:</u> 1150 Bittersweet Dr <u>Site 2:</u> 315 E. Devon Ave Bartlett, IL 60103	-	500
Bensenville, Village of	Frank Palumbo fpalumbo@bensenville.il.us	12 S. Center St Bensenville, IL 60106	717 E. Jefferson St Bensenville, IL 60106	-	500
Bloomington Township	Bob Nogan highway@bloomingtontownship.com	6N030 Rosedale Ave Bloomington, IL 60108	6N030 Rosedale Ave Bloomington, IL 60108	-	1,200
Bloomington, Village of	Elias Vega vegae@vil.bloomington.il.us	201 South Bloomington Road Bloomington, IL 60108	305 Glen Ellyn Road Bloomington, IL 60108	-	1,300
Carol Stream, Village of	Jason Pauling jpauling@carolstream.org	500 North Gary Ave. Carol Stream, IL 60188	124 Gerzevske Lane Carol Stream, IL 60188	-	1,700
Clarendon Hills, Village of	Brendan McLaughlin bmclaughlin@clarendonhills.us	1 N Prospect Clarendon Hills, IL 60514	452 Park Avenue Clarendon Hills, IL 60514	-	400
Darien, City of	Dan Gombac dgombac@darienil.gov	1702 Plainfield Rd. Darien, IL 60561	1041 S. Frontage Rd. Darien, IL 60561	-	1,500
Downers Grove Township	Dave Smith highway@dgtownship.com	4340 Prince St. Downers Grove, IL 60515	318 E Quincy Westmont, IL 60559	100	1,100

SPECIAL PROVISIONS  
2025 Salt Purchase  
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Downers Grove, Village of	John Tucker jtucker@downers.us	5101 Walnut Ave Downers Grove, IL 60515	5101 Walnut Ave Downers Grove, IL 60515	1,200	-
DuPage Airport Authority	Karin Kietzman kkietzman@dupageairport.gov	2700 International Drive Suite 200 West Chicago, IL 60185	Maintenance Building 2751 Aviation Avenue West Chicago, IL 60185	-	120
Elmhurst, Village of	Kim McGrew kim.mcgreg@elmhurst.org	209 N York St Elmhurst, IL 60126	985 S Riverside Dr Elmhurst, IL 60126	-	2,500
Glen Ellyn, Village of	Justin Ross jross@glenellyn.org	535 Duane St. Glen Ellyn, IL 60137	<u>Site 1:</u> 30 S. Lambert <u>Site 2:</u> 1051 St. Charles Rd. Glen Ellyn, IL 60137	350	950
Hanover Park, Village of	Thomas Moore tmoore@hpil.org	2041 West Lake Street Hanover Park, IL. 60133	2041 west Lake Street Hanover Park, IL. 60133	-	1,200
Hinsdale, Village of	Rich Roehn rroehn@villageofhinsdale.org	19 E Chicago Ave Hinsdale, IL 60521	225 Symonds Dr Hinsdale, IL 60521	-	600
Itasca, Village of	Michael Subers msubers@itasca.com	411 N. Prospect Ave. Itasca, IL 60143	411 N. Prospect Ave. Itasca, IL 60143	-	1,000
Lisle Township	Marty Srail highway@lisletownship.com	4719 Indiana Ave. Lisle, IL 60532	4719 Indiana Ave. Lisle, IL 60532	-	800
Lisle, Village of	Jason Elias jelias@villageoflisle.org	925 Burlington Ave Lisle, IL 60532	4905 Yackley Ave Lisle, IL 60532	-	1,200
Lombard, Village of	Tom Ellis ellist@villageoflombard.org	255 E Wilson Ave. Lombard, IL 60148	<u>Site 1:</u> 1135 N Garfield <u>Site 2:</u> 282 E Central Ave. Lombard, IL 60148	-	3,500
Milton Township	Gary Muehlfelt Kasi Steinhilber mthd@miltonhighway.com	23 W 040 Poss St. Glen Ellyn, IL 60137	23 W 040 Poss St. Glen Ellyn, IL 60137	-	1,200
Naperville Township	Eddie Bedford eddieb@napervilletownship.com	31 W 331 North Aurora Road Naperville, IL 60563-1719	31 W 331 North Aurora Road Naperville, IL 60563-1719	-	400
Oak Brook, Village of	John Temes jtemes@oak-brook.org	1200 Oak Brook Rd Oak Brook, IL 60523	640 Oak Brook Rd Oak Brook, IL 60523	-	400

SPECIAL PROVISIONS  
2025 Salt Purchase  
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Oak Brook Terrace, City of	Craig Ward cward@oakbrookterrace.net	City of Oakbrook Terrace Attn Craig Ward Public Works Director 17W275 Butterfield Road Oakbrook Terrace, IL 60181	<u>Site 1:</u> Oakbrook Terrace Public Services 17W130 Butterfield Road <u>Site 2:</u> IDOT Salt Dome 17W125 Butterfield Road	-	400
Schaumburg, Village of	Adam Domek adomek@schaumburg.com	101 Schaumburg Ct Schaumburg, IL 60193	714 S Plum Grove Rd Schaumburg, IL 60193	-	5,000
Warrenville, City of	Phil Kuchler pkuchler@warrenville.il.us	3S258 Manning Avenue Warrenville, IL 60555	3S346 Mignin Drive Warrenville, IL 60555	-	1,000
Wayne Township	Martin McManamon wtrd@sbcglobal.net	4N230 Klein Rd. West Chicago, IL 60185	4N230 Klein Rd. West Chicago, IL 60185	-	300
West Chicago, City of	Jake Whiteaker jwhiteaker@westchicago.org	475 Main Street West Chicago, IL 60185	<u>Site 1:</u> 1350 W Hawthorne Ln. <u>Site 2:</u> 135 W. Grandlake Blvd. West Chicago, IL 60185	-	1,600
Westmont, Village of	Melissa Brendle mbrendle@westmont.il.gov	155 E. Burlington Ave. Westmont, IL 60559	155 E. Burlington Ave. Westmont, IL 60559	-	600
Wheaton, City of	Tony Sperkowski asperkowski@wheaton.il.us	303 W. Wesley St Wheaton, IL 60187	821 W. Liberty Dr Wheaton, IL 60187	-	2,000
Willowbrook, Village of	Rick Valent Rvalent@willowbrook.il.us	835 Midway Dr Willowbrook, IL 60527	700 Willowbrook Centre Parkway Willowbrook, IL 60527	-	300
Winfield Township	John S Dusza road@winfieldtownship.com	30W575 Roosevelt Rd West Chicago, IL 60185	30W575 Roosevelt Rd West Chicago, IL 60185	-	400
Winfield, Village of	Tye Loomis tloomis@villageofwinfield.com	27 W 465 Jewell Road Winfield, IL. 60190	OS 040 Wynwood Road Winfield, IL. 60190	-	500
Wood Dale, City of	Layla Werner lwener@wooddale.com	790 N Central Avenue Wood Dale, IL 60191	790 N Central Avenue Wood Dale, IL 60191	-	700
Woodridge, Village of	Chris Bethel cbethel@woodridgeil.gov	1 Plaza Drive Woodridge, IL 60517	7245 Janes Avenue Woodridge, IL 60517	-	1,800
York Township	Dan Lindeen road@yorktownshiproad.com	19W475 Roosevelt Rd. Lombard, IL 60148	19W475 Roosevelt Rd. Lombard, IL 60148	-	800
<b>Totals</b>				<b>1,650</b>	<b>45,270</b>

**INVOICING**

The original invoice shall be presented for payment in accordance with the instructions contained in the purchase order. Invoices shall include a reference to the purchase order number and be submitted to the correct address for processing. The County shall pay all invoices for Group 1 pursuant to 50 ILCS 505, "Local Government Prompt Payment Act". Payment will not be made on invoices submitted later than six months (180 days) after delivery of goods and any statute of limitations to the contrary is hereby waived. Invoices shall be reconciled with submitted weight tickets and include the delivery date, order number, and shipped quantities, which shall match delivery tickets.

**LIQUIDATED DAMAGES**

From December 1 through April 30, if the contractor is unable to make delivery within seven (7) business days from the date of order, each agency shall have the right to retain \$.20 per ton, per calendar day as liquidated damages on the undelivered portion of the order. An order placed before 12:00 p.m. on any business day (Monday through Friday, except holidays) would be considered the first business day of the seven (7) business day delivery period. For orders placed after 12:00 p.m. on a given day, the following day would be considered the first business day of the seven (7) day delivery period. If after seven (7) days of liquidated damage assessment, the contractor fails to deliver as required, each agency may take action to remedy the failure of the contractor's performance without prior notification of such failure. This may include termination of the order and purchase of salt from other sources or taking action consistent with public safety as needed to continue business. Any or all additional costs may be collected from the contractor, in addition to any liquidated damage.

**STOCKING REQUIREMENTS**

Upon receiving the notice of award (purchase order), the contractor must submit a list of delivery contacts, including email and phone number, to DuPage County and other participating agencies within 10 days. The contractor must also provide an emergency contact person's name and phone number in case the stockpile contact is not responsive.

Within thirty (30) days of the notice of award (issuance of purchase order), the contractor must provide DuPage County with their salt source and local terminal information. One hundred thirty percent (130%) of the standard delivery quantity listed must be in stock at a local terminal by November 1<sup>st</sup>. DuPage County reserves the right to inspect the contractor's local terminal to verify the quantity and condition of salt, as required in the specifications.

The contractor shall have enough rock salt in Illinois or near its borders to satisfy contractual requirements. Such stockpiles shall be near enough to delivery points for timely delivery as required by contractual requirements.

Freezing of waterways and other impacts to delivery shall be reasonably anticipated by the contractor and are not a cause to claim force majeure.

**USAGE REPORTS**

The contractor may be required to submit a semi-annual report on orders placed against the contract. The report format shall contain the contractor's name, item number, and contract term at the top of the page. The report shall indicate the period covered by the report starting from the date the first order is received and ending with the date it is prepared. The report must be organized as follows:

Delivery Location	Delivery Date	Delivery Ticket #	Qty	Unit Price	Extended Price

The contractor may be requested to produce reports within a particular time frame, i.e. the fiscal year. These reports must be furnished within seven (7) business days of request. Reports are to be forwarded to [Michael.Figuray@Dupagecounty.gov](mailto:Michael.Figuray@Dupagecounty.gov) and [Roula.Eikosidekas@DuPagecounty.gov](mailto:Roula.Eikosidekas@DuPagecounty.gov).

#### BASIS OF PAYMENT

This work will be paid for at the contract unit price per ton for ROCK SALT, or ROCK SALT (130% to 150%), or for ROCK SALT, EARLY DELIVERY. The rock salt shall be bid F.O.B. destination, with all freight and transportation charges included in the bid price. The term F.O.B. Destination shall mean delivered to a specified location.

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2025

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction  
(Adopted 1-1-22) (Revised 1-1-25)

SUPPLEMENTAL SPECIFICATIONS

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202 Earth and Rock Excavation .....	1
204 Borrow and Furnished Excavation .....	2
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211 Topsoil and Compost .....	4
406 Hot-Mix Asphalt Binder and Surface Course .....	5
407 Hot-Mix Asphalt Pavement (Full-Depth) .....	7
420 Portland Cement Concrete Pavement .....	8
502 Excavation for Structures .....	9
509 Metal Railings .....	10
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550 Storm Sewers .....	40
586 Granular Backfill for Structures .....	47
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1102 Hot-Mix Asphalt Equipment .....	78



Local Public Agency	County	Section Number
County of DuPage	DuPage	25-0SALT-02-MS

**Check this box for lettings prior to 01/01/2025**

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	79
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	82
3	<input type="checkbox"/> EEO	83
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	93
5	<input type="checkbox"/> Required Provisions - State Contracts	98
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	104
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	105
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	106
9	<input type="checkbox"/> Construction Layout Stakes	107
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	110
11	<input type="checkbox"/> Subsealing of Concrete Pavements	112
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	116
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	118
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	119
15	<input type="checkbox"/> Polymer Concrete	121
16	<input type="checkbox"/> Reserved	123
17	<input type="checkbox"/> Bicycle Racks	124
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	126
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	128
20	<input type="checkbox"/> English Substitution of Metric Bolts	129
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	130
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	131
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	139
24	<input type="checkbox"/> Reserved	155
25	<input type="checkbox"/> Reserved	156
26	<input type="checkbox"/> Temporary Raised Pavement Markers	157
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	158
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	161
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	165
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	168
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	170
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	171

County of DuPage

DuPage

25-0SALT-02-MS

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	173
LRS 2	<input type="checkbox"/> Furnished Excavation	174
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	175
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	176
LRS 5	<input checked="" type="checkbox"/> Contract Claims	177
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	178
LRS 7	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	184
LRS 8	<b>Reserved</b>	190
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	191
LRS 10	<b>Reserved</b>	195
LRS 11	<input checked="" type="checkbox"/> Employment Practices	196
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	198
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	200
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	201
LRS 15	<input type="checkbox"/> Partial Payments	204
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings	205
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	206
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	207
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	208

MOTION NO. \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**June 1, 2026**

**ISSUE STATEMENT**

Approval of a motion authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2026/27 Rock Salt Agreement. See [Exhibit A](#).

**BACKGROUND/HISTORY**

The Intergovernmental Agreement with Center Cass School District #66 authorizes the City of Darien to provide rock salt to Center Cass School District #66 for their deicing operations. The School District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The School District has estimated that they will require approximately 8 tons for the winter season. The City of Darien would be reimbursed by the School District at a unit cost of \$74.33 per ton for a total amount of approximately \$594.64 pending final quantities. The proposed salt quantities will not have any impact to the City's contract with the supplier.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends signing the Intergovernmental Agreement.

**ALTERNATE CONSIDERATION**

Not approving the motion.

**DECISION MODE**

This item will be placed on the June 1, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 1<sup>st</sup> day of June 2026.**

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

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

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



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF  
DARIEN AND CENTER CASS SCHOOL DISTRICT#66 FOR THE  
PURCHASE OF ROAD SALT**

This agreement is made and entered into this 1<sup>st</sup> day of June, 2026, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and Center Cass School District#66, an Illinois municipal corporation, (hereinafter the “School District”) (collectively “theparties”).

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

WHEREAS, the City desires to assist the School District by allowing the School District to purchase rock salt from the Public Works facility for an estimated cost of \$594.64 pending final quantities;

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

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

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2027 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:
  - a. If intended for the City:

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561  
Attn: Bryon Vana

b. If intended for District 66:

Center Cass School District #66  
699 Plainfield Road  
Downers Grove, Illinois  
60516 Attn: Superintendent

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this 1<sup>st</sup> day of June 2026.

CITY OF DARIEN

BY: \_\_\_\_\_  
Joseph Marchese, Mayor

ATTEST: \_\_\_\_\_  
JoAnne E. Ragona, City Clerk

CENTER CASS SCHOOL DISTRICT #66

BY: \_\_\_\_\_  
Superintendent, Center Cass School  
District #66

ATTEST: \_\_\_\_\_  
Secretary, School District

MOTION NO. \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**June 1, 2026**

**ISSUE STATEMENT**

Approval of a motion authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2026/27 Rock Salt Agreement. See [Exhibit A](#).

**BACKGROUND/HISTORY**

The Intergovernmental Agreement with the Darien Park District authorizes the City of Darien to provide rock salt to the Darien Park District for their deicing operations. The Park District does not have facilities to accommodate rock salt in bulk and will realize a savings by utilizing the City's bulk pricing and storage facility.

The Park District has estimated that they will require approximately 40 tons for the winter season. The City of Darien would be reimbursed by the Park District at a unit cost of \$74.33 per ton for a total amount of approximately \$2,973.20 pending final quantities.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends signing the Intergovernmental Agreement.

**ALTERNATE CONSIDERATION**

Not approving the motion.

**DECISION MODE**

This item will be placed on the June 1, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 1<sup>st</sup> day of June 2026.**

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

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

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

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE CITY OF DARIEN AND THE DARIEN PARK  
DISTRICT FOR THE PURCHASE OF ROAD SALT**

This agreement is made and entered into this 1<sup>st</sup> day of June 2026, by and between the City of Darien, an Illinois municipal corporation (hereinafter the “City”), and the Darien Park District, an Illinois municipal corporation, (hereinafter the “District”) (collectively “the parties”).

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

WHEREAS, the City desires to assist the District by allowing the District to purchase rock salt from the Public Works facility for an estimated cost of \$2,973.20 pending final quantities;

WHEREAS, the parties desire to commit their agreements and understandings to writing;  
NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereto agree, as follows:

1. The recitals set forth above are hereby incorporated into and made a part of this Agreement.
2. The District authorizes the City to provide rock salt to the District for de-icing operations.
3. The District shall reimburse the City for the rock salt charges by April 30, 2027 as invoiced by the City.
4. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed properly served upon delivery by hand to the party to whom it is addressed, or upon receipt, if sent, postage pre-paid by United States registered or certified mail, return receipt requested, as follows:

- a. If intended for the City:

City of Darien  
1702 Plainfield Road  
Darien, Illinois 60561  
Attn: Bryon Vana

b. If intended for the Park District:

Darien Park District  
7301 Fairview Avenue  
Darien, Illinois 60561  
Attn: Stephanie Gurgone

5. The validity, meaning, and effect of this Agreement shall be determined in accordance with the laws of the State of Illinois applicable to intergovernmental agreements made and contracts made and to be formed in Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective corporate names, by the authorized signatures of their respective officers and by their respective corporate seals affixed and attached hereto by their respective officers having custody thereof on this 1<sup>st</sup> day of June 2026.

CITY OF DARIEN

BY: \_\_\_\_\_  
Joseph Marchese, Mayor

ATTEST: \_\_\_\_\_  
JoAnne E. Ragona, City Clerk

DARIEN PARK DISTRICT

BY: \_\_\_\_\_  
Stephanie Gurgone, Executive Director  
Darien Park District

ATTEST: \_\_\_\_\_  
Secretary, Park District

MOTION NO. \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**June 1, 2026**

**ISSUE STATEMENT**

Approval of a motion authorizing the Private Property Storm Water Management Assistance Projects and the Farmingdale Drive and the Sawyer Drive and the Wildwood Court Public Works Storm Sewer Projects in an amount not to exceed \$142,193, for the following projects and as per pricing schedules per [Exhibit A](#).

1. Project FYE27-01 – 8113-8117-8121-8125-8129-8133-8137 Farmingdale Dr. in an amount not to exceed \$54,662, (City Cost \$49,264 Resident Reimbursement \$5,398)
2. Project FYE27-02 – 8215 Sawyer Ct, 8217-8221 Sawyer Rd, 8235 Portsmouth Dr. in an amount not to exceed \$24,913, (City Cost \$23,542 Resident Reimbursement \$1,371)
3. Project FYE27-03 – 7809-7813-7819 Adams St, 7728 Lester Ln. 7806-7810 Regency Grove Ct. in an amount not to exceed \$27,638 (City Cost \$14,904 Resident Reimbursement \$12,734)
4. Project FYE27-04 – 7314-7318 Western Ave, 7319-7323-7327 Leonard Dr. 714 Plainfield Rd. in an amount not to exceed \$28,737.50 (City Cost \$15,557 Resident Reimbursement \$13,180)
5. Project FYE27-05 – 6714-6718 Tennessee Ave. in an amount not to exceed \$12,899, (City Cost \$8,925 Resident Reimbursement \$3,974)
6. Project FYE 27-06 Wildwood Storm Sewer Project-City Project \$30,000

**BACKGROUND**

Throughout the year, the City receives complaints regarding drainage issues within the rear or side yard lot lines/easements. The complaints are due to standing water that stems from active sump pumps, grading issues and mature landscaping. The areas further stay saturated throughout the season, thereby making it difficult to mow and maintain these areas and further creates conditions for mosquito breeding. The City's Private Property-Rear Yard Storm Water Management Assistance Policy or further referred to as the *Rear Yard Drainage Program* allows residents, multifamily, commercial property owners and the City to work together in resolving these nuisance ponding and drainage issues. The projects would rid the area of the nuisance ponding, and allow for positive storm water conveyance within the rear yard easement.

In addition, specific projects require storm water infrastructure to be constructed to accommodate the City's Private Property-Rear Yard Storm Water Management Assistance Policy for residents. In other cases, Staff identifies storm water infrastructure projects that are required to eliminate ponding and/or icing conditions due to lack of storm sewer inlets/infrastructure adjacent to curb and gutter roadways.

The scope of the projects consists of the following work:

- City Staff Field Layout
- Purchase of infrastructure materials
- Outsource of Installation of Infrastructure and Restoration - City Council awarded vendor JC Landscaping and Tree Services
- In House Municipal Services-Public Works Projects

See Exhibit A for the line account summary.

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of a motion Approval of a motion authorizing the Private Property Storm Water Management Assistance Projects and the Farmingdale Drive and the Sawyer Drive and the Wildwood Court Public Works Storm Sewer Projects in an amount not to exceed \$142,193, for the above projects and as per pricing schedules per **Exhibit A**.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the June 1, 2026, City Council agenda for formal approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 1<sup>st</sup> day of June 2026.**

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

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

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



**REAR YARD DRAINAGE ASSISTANCE AND PUBLIC WORKS STORM SEWER PROJECTS**

EXHIBIT A

<u>Project/Name</u>	<u>Street Addresses</u>	<u>Public Works Infrastructure Project</u>	<u>Rear Yard Drainage Assistance Project Cost-Estimate</u>	<u>City Contribution Estimate</u>	<u>TOTAL Resident Reimbursement Estimate</u>	<u>*EASEMENT REQUIRED NON PARTICIPATING FUNDING</u>	<u>NO OF PARTICIPANTS</u>	<u>Reimbursement Estimate With Easement If Applicable</u>
FYE27-01	8113-8117-8121-8125-8129-8133-8137 Farmingdale Dr	\$ 49,265.00	\$ 5,398.00	N/A	\$ 5,398.00	N/A	8	\$ 674.75
FYE27-02	8215 Sawyer Ct, 8217-8221 Sawyer Rd, 8235 Portsmouth Dr	\$ 23,542.00	\$ 1,371.00	N/A	\$ 1,371.00	N/A	2	\$ 685.50
FYE27-03	7809-7813-7819 Adams St, 7728 Lester Ln, 7806-7810 Regency Grove Ct	N/A	\$ 27,638.15	\$ 14,903.89	\$ 12,734.26	\$ 750.00	3	\$ 4,245.00
FYE27-04	7314-7318 Western Ave, 7319-7323-7327 Leonard Dr, 714 Plainfield Rd	N/A	\$ 28,737.50	\$ 15,557.32	\$ 13,180.18	N/A	3	\$ 4,393.39
FYE27-05	6714-6718 Tennessee Ave	N/A	\$ 12,899.44	\$ 8,925.06	\$ 3,974.38	\$ 750.00	2	\$ 2,362.19
FYE27-06	Wildwood Storm Sewer Project	\$ 30,000.00	N/A	N/A	N/A	N/A	N/A	N/A
	<b>TOTALS</b>	<b>\$ 102,807.00</b>	<b>\$ 76,044.09</b>	<b>\$ 39,386.27</b>	<b>\$ 36,657.82</b>	<b>\$ 1,500.00</b>	<b>N/A</b>	<b>\$ 11,686.08</b>

Please note: The abovementioned project costs are subject to change pending final participants.

**LINE ACCOUNT SUMMARY**

<u>Account Number</u>	<u>Account Description</u>	<u>FY 26/27 Budget</u>	<u>Project Cost</u>	<u>Proposed Expenditure City Portion</u>	<u>Proposed Resident Reimbursement</u>	<u>Account Balance</u>
001-30-4374	Drainage Assistance Projects	\$ 85,000.00	\$ 76,044.09	\$ 39,386.27	\$ 29,888.82	\$ 45,613.73
001-30-4374	Public Works Projects-Sawyer	\$ 31,000.00	\$ 23,542.00	\$ 23,542.00	\$ 1,371.00	\$ 7,458.00
001-30-4374	Public Works Projects-Farmingdale	\$ 45,000.00	\$ 49,265.00	\$ 49,265.00	\$ 5,398.00	\$ (4,265.00)
<b>TOTALS</b>		<b>\$ 161,000.00</b>		<b>\$ 112,193.27</b>	<b>\$ 36,657.82</b>	<b>\$ 48,806.73</b>
25-35-4376	Storm Water Projects-Wildwood Court	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	N/A	N/A
<b>TOTALS</b>		<b>\$ 191,000.00</b>	<b>\$ 30,000.00</b>	<b>\$ 142,193.27</b>	<b>N/A</b>	<b>N/A</b>

MOTION NO. \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**June 1, 2026**

**ISSUE STATEMENT**

A motion accepting a quote from National Wash Authority LLC, for the pressure washing services for the City’s potable water tanks at a cost not to exceed \$26,700. See [Exhibit A](#).

**BACKGROUND/HISTORY**

The scope of work calls out for pressure power washing all 3 of the City of Darien’s Elevated Water Towers. The tanks are susceptible to dirt and mildew primarily due to climate temperature differentials between potable water, steel tank and the atmosphere. Attached for information are the tank exhibits, labeled as [Attachment A](#) (3 pages). The tanks are located at the following locations:

- 67<sup>th</sup> Street & Wilmette Avenue-2,000,000 gallon standpipe
- 1220 Plainfield Road-1,500,000 gallon standpipe
- 8700 Lemont Road-500,000 gallon spheroid

The company uses a frictionless method of washing meaning there will be no direct contact of equipment with the tank itself. The process utilizes a soft washing technique which includes a bleach soak and soap rinse. A mildew inhibitor is finally applied to prolong the return of mildew growth on the tanks. National Wash Authority will inspect the exterior of the tanks for any deficiencies. References for the vendor have been verified with positive responses.

Staff had solicited for competitive quotes and below are the results:

VENDOR	COST
USG Water Solutions	\$35,470
<b>National Wash Authorities</b>	<b>\$26,700</b>
Water Tower Clean and Coat	\$37,500

The FY26-27 Budget included funding for the tank washing services. The funds for the project would be expended from the following line account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 26/27 BUDGET	PROPOSED EXPENDITURE	BALANCE
02-50-4231	Maintenance Water System Tank Washing	\$30,000	\$ 26,700	\$ 3,300

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of a resolution accepting a quote from National Wash Authority LLC, for the pressure washing services for the City’s potable water tanks at a cost not to exceed \$26,700.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the June 1, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 1<sup>st</sup> day of June, 2026.**

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

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

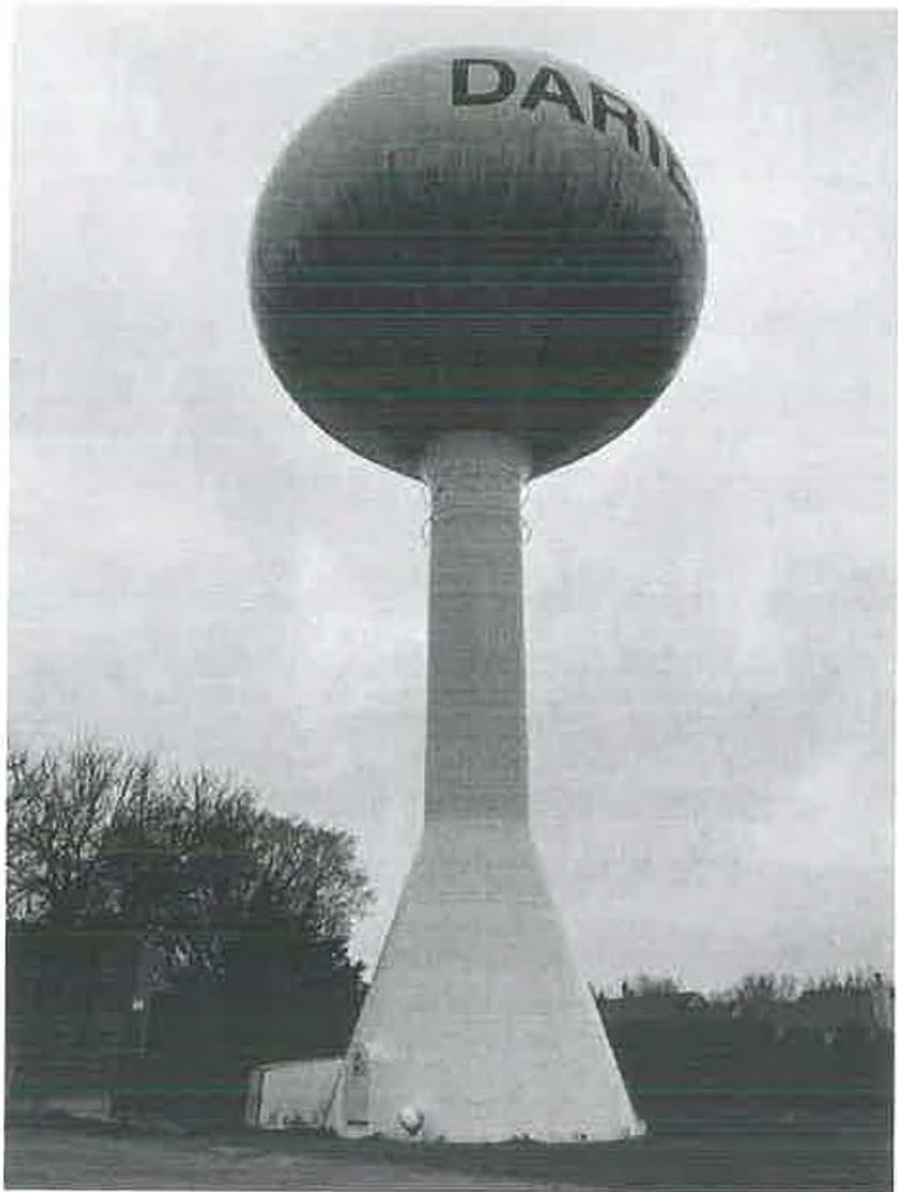
ABSENT: \_\_\_\_\_



1220 Plainfield Road-----Standpipe



67th Wilmette-----Standpipe



8600 Lemont Rd-----Spheroid

**National Wash Authority, LLC dba Midwest  
Mobile Wa**  
100 N Jackson Street  
Morrison, IL 61270  
+18008047517  
aswashboy@frontiernet.net  
www.watertowercleaners.com



## Proposal

### ADDRESS

City of Darien  
Dennis Cable  
1702 Plainfield Road  
Darien, IL 60561  
630-417-5146  
dcable@darienil.gov

**PROPOSAL # 2985**

**DATE 05/01/2026**

**EXPIRATION DATE 12/31/2026**

### SERVICES

### AMOUNT

National Wash Authority, LLC (dba Midwest Mobile Washers) along with twenty-nine years of water storage tank cleaning experience, proposes the following for City of Darien. National Wash Authority/Midwest Mobile Washers is a Minority-Female owned business.

National Wash Authority has successfully and safely cleaned over 3,400 plus water storage tanks in several States without any incidents and never has had any time loss of work, due to an Injury! We are a safe and compliant workplace of 31 years.

#### LOCATION OF JOB SITE: SITES LISTED BELOW

#### SERVICES TO BE RENDERED ON JOB SITE:

We will render the proper and standard cleaning procedures to the industry (AWWA-SSPC-NACE) to clean and remove mildew/algae growth on the exterior sides of a water storage tank(s).

#### TANK DESCRIPTION: TANKS LISTED BELOW

#### DESCRIPTION OF SERVICES:

Pre-soak system of a soapy bleach applied at low psi application or thru pressure washing equipment utilizing chemical injectors to apply the product. Once the root of the mildew/algae has been killed we will then use a "Soft Wash rinse application" to flush off debris. (With lower psi) Its very important that when high psi is used it can cause damage and/or leave a wand pattern shadow look on the tanks surface, once cleaned. This is old school practice and not the best method on older paint systems.

We use a 100% frictionless procedure to access your tank. No cable hanging/No wheel baskets/No hanging apparatus will be used to clean your tanks surface. Our company will utilize an aerial manlift to access the tanks surface working directly next to the tank with no attachments 100% frictionless cleaning applications. Proper pressure wash nozzles, equipment and techniques are required to wash a water tower's surface. Water tank coatings may have thin paint, cracked paint, bubbled paint, chipped paint, oxidized paint and peeling paint which all play a vital role of how a tanks surface needs to be cleaned.

With our pre-soak system treatment and flush type system (large nozzle sizes) we call "Soft Wash Method" of using less than 800 psi to clean a tank. No high pressure cleaning or blasting is required to clean your tanks surface.

Once your tank is cleaned, we apply an anti-mildew inhibitor to slow down the return of mildew staining. This is just an aid it will not prevent mildew from not growing.

Condensation of a tank, water temperature in the tank, condition of paint on a tank, environment of setting of a tank, water usage of the tank, atmosphere dust, blowing debris onto a tank and

SERVICES

AMOUNT

Seasonal changes by Mother Nature all determine on the re-growth of mildew on a tanks coating system.

We pride ourselves over any Competition by being a Safety & Compliant Company.

\* Illinois Prevailing wages scales are met as required by past and new Illinois Laws. Due to new House Bills being passed, we are required to pay prevailing wage so the playing field is level for union and nonunion contractors. Therefore, Prevailing wages are added to our Proposals.

\* Employee's are Certified on lift equipment. (Have operator cards)

\* Background checks done on ALL employee's.

\* We are an Accident Free Work Place!

\* Thirty-one years of NO lost time of work DUE TO AN INJURY!

\* 100% TOTALLY FRICTIONLESS CLEANING TREATMENT of a tanks surface.

All cleaning agents used are biodegradable and are environmentally friendly.

All safety equipment will be used by OSHA requirements (Miller safety harness' or equivalent).

All equipment, safety devices, crane and aerial machinery are included in this bid.

Enclosed is a copy of our General Liability Insurance coverage. Our employees' are fully covered under our Workman's Compensation insurance.

ANY AND ALL OTHER INSURANCE REQUIREMENTS ABOVE AND BEYOND OUR CURRENT INSURANCE COVERAGES, WILL BE AN ADDITIONAL CHARGE ADDED TO THE CURRENT PROPOSAL PRICE IF REQUIRED BY YOUR MUNICIPALITY.

This proposal terminates if not accepted by December 31, 2026.

We are the Original Founders of adding an anti-mildew inhibitors to the tanks surface. Most recent, after two years of research we are the Proud Founders of the "Soft Wash Cleaning Treatment" to water tanks as well! Our Company is the only one whom renders a Soft Wash Cleaning Treatment in our Industry!

LOCATION: 1220 PLAINFIELD ROAD, DARIEN, IL  
1,500,000 GALLON STANDPIPE @ 140' TO TOP

8,900.00

To clean and remove mildew stains using Best Management Practice and 3 step cleaning process to yield long term results using our Trademark "Soft Wash Cleaning Treatment"

The added cost to apply the anti-mildew inhibitor to the tanks surface - NO CHARGE. ANTI-MILDEW INHIBITOR INCLUDED WITH THE CLEANING SERVICE.

LOCATION: 6703 WILMETTE AVE, DARIEN, IL  
2,000,000 GALLON STANDPIPE @ 110' TO TOP

8,900.00

To clean and remove mildew stains using Best Management Practice and 3 step cleaning process to yield long term results using our Trademark "Soft Wash Cleaning Treatment"

The added cost to apply the anti-mildew inhibitor to the tanks surface - NO CHARGE. ANTI-MILDEW INHIBITOR INCLUDED WITH THE CLEANING SERVICE.

LOCATION: 8600 LEMONT RD, DARIEN, IL  
500,000 GALLON WATERSPHEROID @ 105' TO TOP

8,900.00

To clean and remove mildew stains using Best Management Practice and 3 step cleaning process to yield long term results using our Trademark "Soft Wash Cleaning Treatment"

The added cost to apply the anti-mildew inhibitor to the tanks surface - NO CHARGE. ANTI-MILDEW INHIBITOR INCLUDED WITH THE CLEANING SERVICE.

OPTIONAL SERVICES

Rust stain removal/rust streak removal

Contact us for Proposal for removing rust stains/streaks or Iron stains on a tanks painted surface.

© 2017 National Wash Authority, LLC

THIS PROPOSAL IS COPYRIGHT PROTECTED.

CONFIDENTIALITY: This Proposal/Quotation and any files transmitted with it may contain information proprietary to National Wash Authority, LLC/Midwest Mobile Washers, and are intended solely for the use of the individual or entity to whom they are addressed, shall be maintained in confidence and not disclosed to third parties without the written consent of National Wash Authority, LLC/Midwest Mobile Washers. All information on this Proposal/Quotation is not to be copied, reprinted or used as

TOTAL

**\$26,700.00**

specifications for any other RFP's. Procedures, methods and products are not to be copied, shown or reprinted to any third party. © 2017 National Wash Authority, LLC

Accepted By

Accepted Date

MOTION NO. \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**May 26, 2026**

**ISSUE STATEMENT**

A motion accepting a proposal from Precision Pavement Markings, Inc., at the proposed unit prices, in an amount not to exceed \$16,000.00 for the 2026 Road Striping Program. See [Exhibit A](#).

**BACKGROUND/HISTORY**

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

As part of the City's continuing effort to work with the DuPage Municipal Purchasing Initiative (MPI), municipalities are afforded the opportunity to participate in the joint purchasing of goods and services. This service specifically relates to roadway striping materials and services.

The County of DuPage recently awarded a contract for the 2026 Pavement Marking Maintenance Program to Precision Pavement Markings, Inc. The joint purchasing provisions of the contract allow participating municipalities to utilize the services of Precision Pavement Markings, Inc. at the competitively bid contract unit prices.

The proposal from Precision Pavement Markings, Inc., including the unit price bid tabs, is attached under Exhibit A, consisting of 26 pages. Please note that the pavement marking work was bid by the County utilizing various alternatives; however, the resulting unit prices were identical across all bid alternatives.

The FY26-27 Budget includes funds for the 2026 Road Striping Program and would be funded from the following line item:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY26/27 BUDGET	PROPOSED EXPENDITURE
03-60-4261	Pavement Striping	\$ 16,000.00	\$ 16,000.00

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends accepting a proposal from Precision Pavement Markings, Inc., at the proposed unit prices, in an amount not to exceed \$16,000.00 for the 2026 Road Striping Program.

**ALTERNATE CONSIDERATION**

As recommended by the City Council.

**DECISION MODE**

This item will be placed on the June 1, 2026 agenda, for formal consideration by the City Council.

Street Striping Program

May 27, 2025

Page 2

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 1<sup>st</sup> day of June 2026.**

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

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

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



Local Public Agency Formal Contract

Contractor's Name			
Precision Pavement Markings, Inc.			
Contractor's Address		City	State
1220 Bell Court		Pingree Grove	IL
		Zip Code	60140

STATE OF ILLINOIS

Local Public Agency		County	Section Number
County of DuPage		DuPage	25-PVMKG-13-GM
Street Name/Road Name		Type of Funds	
2025 Pavement Marking Maintenance		Motor Fuel Tax	
<input checked="" type="checkbox"/> CONTRACT BOND (when required)			

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

<b>For a Municipal Project</b>
Submitted/Approved/Passed
Signature & Date
<input checked="" type="checkbox"/>
Official Title
<input checked="" type="checkbox"/>

<b>Department of Transportation</b>
<input type="checkbox"/> Concurrence in approval of award
Regional Engineer Signature & Date

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

1. THIS AGREEMENT, made and concluded the \_\_\_\_\_ day of \_\_\_\_\_ between the County \_\_\_\_\_ of DuPage \_\_\_\_\_, known as the party of the first part, and Precision Pavement Markings, Inc. \_\_\_\_\_ its successor, and assigns, known as the party of the second part.

2. For and in consideration of the payments and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring this contract, the party of the second part agrees with said party of the first part, at its own proper cost and expense, to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this contract.

3. It is also understood and agreed that the LPA Formal Contract Proposal, Special Provisions, Affidavit of Illinois Business Office, Apprenticeship or Training Program Certification, and Contract Bond hereto attached, and the Plans for Section 25-PVMKG-13-GM in County of DuPage \_\_\_\_\_, approved by the Illinois Department of Transportation on \_\_\_\_\_, are essential documents of this contract and are a part hereof.

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

Attest: The \_\_\_\_\_ County \_\_\_\_\_ of DuPage \_\_\_\_\_

Clerk Signature & Date

(SEAL, if required by the LPA)

Party of the First Part Signature & Date

By:

(If a Corporation)

Corporate Name

Precision Pavement Markings, Inc.

President, Party of the Second Part Signature & Date

By: 

04/10/2025

(If a Limited Liability Corporation)

LLC Name

Manager or Authorized Member, Party of the Second Part

By:

(If a Partnership)

Partner Signature & Date

Partner Signature & Date

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

(If an individual)

Party of the Second Part Signature & Date

Attest:

Secretary Signature & Date

04/10/2025

(SEAL, if required by the LPA)



Contract Bond  
No. 435900J

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

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

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

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

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

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

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

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

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

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

**PRINCIPAL**

Company Name  
Precision Pavement Markings, Inc.

Company Name

By Billy J. Salazar, Corporate Secretary  
Signature & Date  
Billy J. Salazar 4/10/25

By  
Signature & Date

Attest  
Signature & Date  
CS 4/10/25

Attest  
Signature & Date

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

STATE OF IL  
COUNTY OF Kane

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

Billy J. Salazar, Alfredo Salazar Jr.

Insert name of Individuals signing on behalf of PRINCIPAL

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

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



Notary Public Signature & Date  
*Alma Rosa Benitez*  
Date commission expires 7/3/2028

SURETY

Name of Surety  
Ohio Farmers Insurance Company

John G. Kelly  
Title Attorney-In-Fact

By: *John G. Kelly*

STATE OF IL  
COUNTY OF Winnebago

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

John G. Kelly

Insert name of Individuals signing on behalf of SURETY

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

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



Notary Public Signature & Date  
*Cole M Turman* 4-10-25  
Date commission expires 7-3-28

Approved this \_\_\_\_\_ day of \_\_\_\_\_ Month, Year

Attest:

Local Public Agency Clerk Signature & Date

County Clerk  
Local Public Agency Type

Awarding Authority  
County of DuPage

Awarding Authority Signature & Date

General  
Power  
of Attorney

POWER NO. 1211492 06

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

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**JOHN G. KELLY, CRAIG N. FLYNN, LINDA M. SUND, PHILIP M. BENNETT, SANDY J. ALVAREZ, KEVIN MADDEN, MICHAEL THIER, SHELLEY L. SAMAAAN, JOINTLY OR SEVERALLY**

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

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

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

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

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

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

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

State of Ohio  
County of Medina ss.:

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

Notarial  
Seal  
Affixed



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

State of Ohio  
County of Medina ss.:

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

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

  
**Frank A. Carrino, Secretary**



COVER SHEET

<b>Proposal Submitted By:</b> Contractor's Name Precision Pavement Marking, Inc.				
Contractor's Address 1220 Bell Court		City Pingree Grove	State IL	Zip Code 60140

STATE OF ILLINOIS		
Local Public Agency	County	Section Number
County of DuPage	DuPage	25-PVMKG-13-GM

Route(s) (Street/Road Name)	Type of Funds
2025 Pavement Marking Maintenance	Motor Fuel Tax

Proposal Only  
  Proposal and Plans  
  Proposal only, plans are separate

Submitted/Approved  
For Local Public Agency:

For a County and Road District Project	
Submitted/Approved	
Highway Commissioner Signature	Date
<input type="text"/>	<input type="text"/>
Submitted/Approved	
County Engineer/Superintendent of Highways	Date
<input type="text"/>	<input type="text"/>

For a Municipal Project	
Submitted/Approved/Passed	
Signature	Date
<input type="text"/>	<input type="text"/>
Official Title	
<input type="text"/>	

Department of Transportation	
Released for bid based on limited review	
Regional Engineer Signature	Date
<input type="text"/>	<input type="text"/>

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

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

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

### NOTICE TO BIDDERS

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

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

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

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

### DESCRIPTION OF WORK

Location	Project Length
Various County Routes	

#### Proposed Improvement

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

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

online at [https://www.dupagecounty.gov/government/departments/transportation/doing\\_business/bids\\_and\\_lettings.php](https://www.dupagecounty.gov/government/departments/transportation/doing_business/bids_and_lettings.php) or by contacting the Division of Transportation at (630) 407-6900.

2. ■ **Prequalification**

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

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

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

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

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

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

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

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

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

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

**PROPOSAL**

1. Proposal of Precision Pavement Marking, Inc.

Contractor's Name

---

1220 Bell Court Pingree Grove, IL 60140

---

Contractor's Address

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

**Attach Cashier's Check or Certified Check Here**

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

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

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

### CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

**SIGNATURES**

(If an individual)

Signature of Bidder	Date	
Business Address		
City	State	Zip Code

(If a partnership)

Firm Name		
Signature	Date	
Title		
Business Address		
City	State	Zip Code

Insert the Names and Addresses of all Partners

(If a corporation)

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

Insert Names of Officers

President
Alfredo Salazar

Attest:

*Billy J. Salazar*  
Secretary

Secretary

Billy J. Salazar

Treasurer

Alfredo Salazar Jr.

RETURN WITH BID



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

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

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

Schedule for Single Bid

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

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

**RETURN WITH BID**

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

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

**RETURN WITH BID**

**SCHEDULE OF PRICES  
(BASE BID)**

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

**Schedule for Single Bid**

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

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	13719	\$4.50	61,735.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	33057	\$0.70	23,139.90
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	49342	\$0.85	41,940.70
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	6573	\$1.35	8,873.55
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	29732	\$2.00	59,464.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	4852	\$4.50	21,834.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	425186	\$0.25	106,296.50
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	342	\$6.00	2,052.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	6441	\$0.85	5,474.85
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	2281	\$1.10	2,509.10
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	42	\$2.25	94.50
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	901	\$3.50	3,153.50
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	359	\$6.00	2,154.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	609	\$3.05	1,857.45
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	95344	\$0.55	52,439.20
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH	500	\$35.00	17,500.00
17	REPLACEMENT REFLECTOR	EACH	500	\$10.00	5,000.00
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT	500	\$1.00	500.00
Bidder's Proposal for making entire improvements (Base Bid only)				<b>\$416,018.75</b>	

**RETURN WITH BID**

**SCHEDULE OF PRICES  
(ALT. A)**

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

**Schedule for Single Bid**

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

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	2299	\$4.50	10,345.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	1745	\$0.70	1,221.50
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	8150	\$0.95	6,927.50
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT	527	\$1.35	711.45
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	5679	\$2.00	11,358.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	1385	\$4.50	6,232.50
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT		\$7.25	
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	182	\$6.00	1,092.00
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT	1611	\$0.85	1,369.35
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT	564	\$1.10	620.40
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT	148	\$2.25	333.00
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT	299	\$3.50	1,046.50
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT	52	\$6.00	312.00
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT	211	\$3.05	643.55
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	16920	\$0.55	9,306.00
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH		\$65.00	
17	REPLACEMENT REFLECTOR	EACH		\$10.00	
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT		\$1.00	
Bidder's Proposal for making entire improvements (Alt. A)					<b>\$51,519.25</b>

**RETURN WITH BID**

**SCHEDULE OF PRICES  
(ALT. B)**

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

**Schedule for Single Bid**

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

Item No.	Items	Unit	Quantity	Unit Price	Total
1	THERMOPLASTIC PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	1091	\$4.50	4,909.50
2	THERMOPLASTIC PAVEMENT MARKING - LINE 4"	FOOT	2070	\$0.70	1,449.00
3	THERMOPLASTIC PAVEMENT MARKING - LINE 6"	FOOT	3281	\$0.85	2,788.85
4	THERMOPLASTIC PAVEMENT MARKING - LINE 8"	FOOT		\$0.35	
5	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	3287	\$2.00	6,574.00
6	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	458	\$4.50	2,061.00
7	HOT SPRAY THERMOPLASTIC PAVEMENT MARKING LINE - 4 INCH	FOOT	26876	\$0.25	6,719.00
8	MODIFIED URETHANE PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT		\$6.00	
9	MODIFIED URETHANE PAVEMENT MARKING - LINE 4"	FOOT		\$0.85	
10	MODIFIED URETHANE PAVEMENT MARKING - LINE 6"	FOOT		\$1.10	
11	MODIFIED URETHANE PAVEMENT MARKING - LINE 8"	FOOT		\$2.25	
12	MODIFIED URETHANE PAVEMENT MARKING - LINE 12"	FOOT		\$2.50	
13	MODIFIED URETHANE PAVEMENT MARKING - LINE 24"	FOOT		\$5.00	
14	MODIFIED URETHANE PAVEMENT MARKING - RAISED MEDIAN	SQ FT		\$3.05	
15	PAVEMENT MARKING REMOVAL - GRINDING	SQ FT	7269	\$0.55	3,997.95
16	RECESSED REFLECTIVE PAVEMENT MARKER	EACH		\$35.00	
17	REPLACEMENT REFLECTOR	EACH		\$10.00	
18	TEMPORARY PAVEMENT MARKING REMOVAL	FOOT		\$1.00	
Bidder's Proposal for making entire improvements (Alt. B)					<b>\$28,499.30</b>

**RETURN WITH BID**

**SCHEDULE OF PRICES  
(BID SUMMARY)**

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

**BID SUMMARY**

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



# Apprenticeship and Training Program Certification

RETURN WITH BID

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

**All contractors are required to complete the following certification**

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

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

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

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

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

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

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



Affidavit of Illinois Business Office

Local Public Agency County of DuPage	County DuPage	Street Name/Road Name 2025 Pavement Marking Maintenance	Section Number 25-PVMKG-13-GM
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I, Billy J. Salazar of Pingree Grove, Illinois,  
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

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

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

Notary Public

State of IL  
 County Kane

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

Billy J. Salazar, authorized agent(s) of  
(name/s of person/s)  
Precision Pavement Markings, Inc.  
Bidder



(SEAL)

Signature of Notary Public  
Alma Rosa Benitez  
 My commission expires 7/3/2028



# Required Vendor Ethics Disclosure Statement

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

Date: 04/17/2025

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

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

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

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

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

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

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

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

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

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

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

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

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

[http://www.dupagecounty.gov/government/county\\_board/ethics\\_at\\_the\\_county/](http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/)

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

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

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

## REFERENCES

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

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

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

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

**RETURN WITH BID**

**Joint Purchasing Authorization**

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

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

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

YES   X                        NO                      \*\*

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

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

None

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

MOTION NO. \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**June 1, 2026**

**ISSUE STATEMENT**

Approval of a motion accepting a Drainage Easement from the following properties:

6714 Tennessee Ave-PIN- 0922403014  
6718 Tennessee Ave-PIN- 0922403015

**BACKUP**

**BACKGROUND/HISTORY**

The property owners at 6714 and 6718 Tennessee Avenue have agreed to grant a drainage easement to the City as part of rear yard drainage project. The scope of work includes installing an under-drain pipe through the proposed side yards easement of the participating property and connect to a storm sewer structure located within. The easement is required to install a drain-tile pipe to rid the rear yard area of nuisance ponding and provide positive drainage.

The plat requires City Council approval and will be recorded by DuPage County. The property owners have agreed to dedicate a storm sewer easement as per the attached Plat of Easement labeled as [Exhibit A](#):

6714 Tennessee Ave-PIN- 0922403014  
6718 Tennessee Ave-PIN- 0922403015

**COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends acceptance of a Drainage Easement from the property listed above.

**ALTERNATE CONSIDERATION**

As directed by the City Council.

**DECISION MODE**

This item will be placed on the June 1, 2026 City Council agenda for formal consideration.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 1<sup>st</sup> day of June 2026.**

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

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

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

**Wolf Pack Consulting, LLC**

418 S. Cass Ave  
Westmont, IL 60559  
815 436-8520



**BILL TO:**

City of Darien  
Attn: Dan Gombac  
1041 South Frontage Road  
Darien, Illinois 60561

Invoice #:	166050
Invoice Date:	5/18/2026
Project No.	26-41

Description	Amount
-------------	--------

Plat of Grant of Easement, 6714-6718 Tennessee Avenue, Darien, Illinois.	725.00
--	--------

net due in 30 days.....

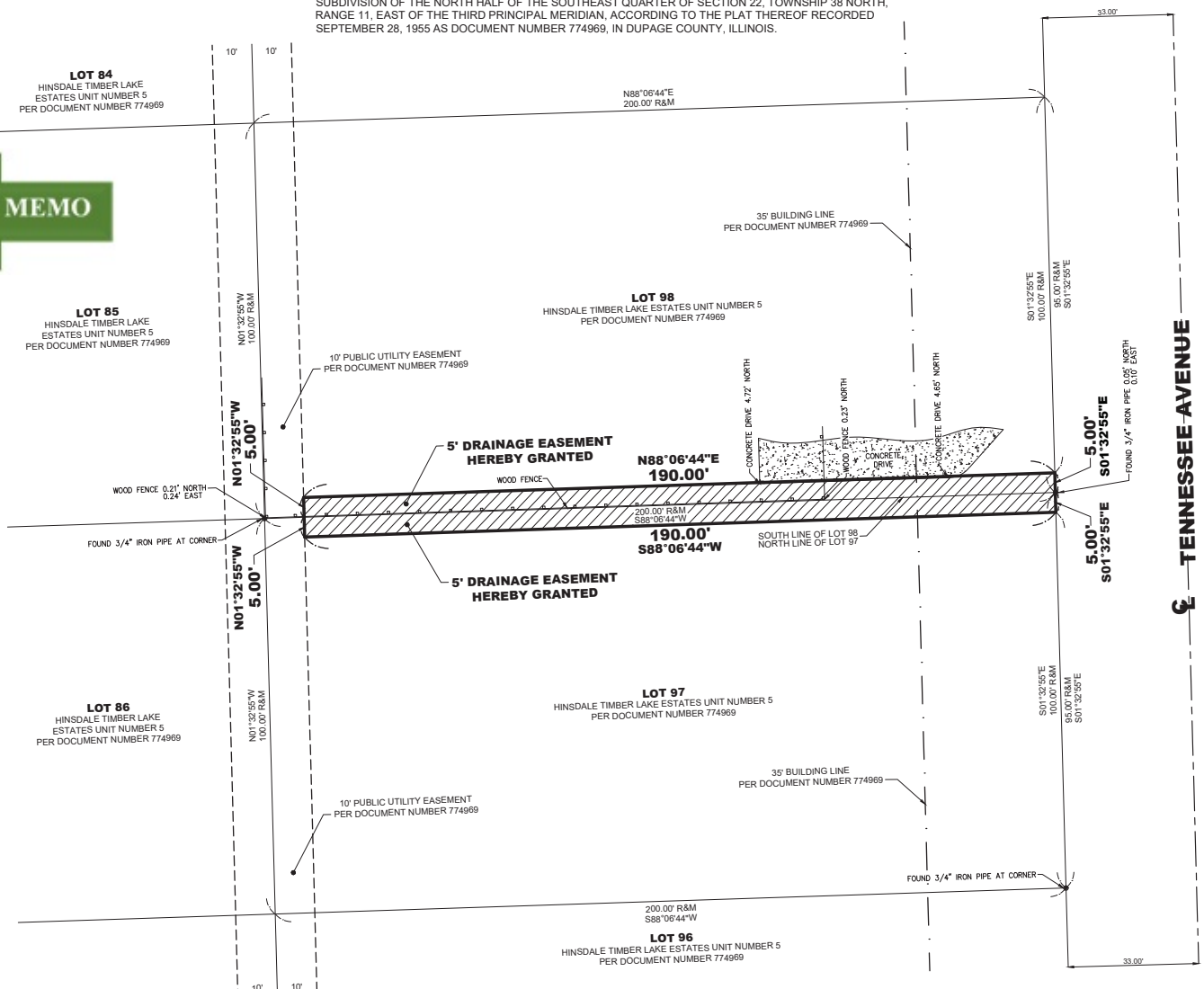
**Balance Due**

**\$725.00**

# PLAT OF GRANT OF DRAINAGE EASEMENT

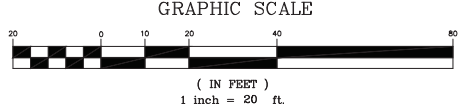
# EXHIBIT A

OF THE NORTH 5 FEET (EXCEPT THE WEST 5 FEET THEREOF) OF LOT 97 AND THE SOUTH 5 FEET (EXCEPT THE WEST 5 FEET THEREOF) OF LOT 98 IN HINSDALE TIMBER LAKE ESTATES UNIT NUMBER FIVE, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1955 AS DOCUMENT NUMBER 774969, IN DUPAGE COUNTY, ILLINOIS.



**OWNER'S CERTIFICATE**  
 6714 TENNESSEE AVENUE  
 DARIEN, ILLINOIS 60561  
 PIN: 09-22-403-014-0000

**OWNER'S CERTIFICATE**  
 6718 TENNESSEE AVENUE  
 DARIEN, ILLINOIS 60561  
 PIN: 09-22-403-015-0000



STATE OF ILLINOIS) ss.  
 COUNTY OF DUPAGE)

WE, WILLIAM W. HOFF AND DOROTHY A. TAPERT, AS TRUSTEES OF THE HOFF-TAPERT FAMILY REVOCABLE LIVING TRUST DATED SEPTEMBER 10, 2021, DO HEREBY CERTIFY WE ARE THE OWNERS OF THE PROPERTY DESCRIBED AS:

LOT 98 IN HINSDALE TIMBER LAKE ESTATES UNIT NUMBER FIVE, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1955 AS DOCUMENT NUMBER 774969, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO THE CITY OF DARIEN, TO BE PREPARED FOR STORM WATER DRAINAGE PURPOSES DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OWNER: \_\_\_\_\_  
 WILLIAM W. HOFF

OWNER: \_\_\_\_\_  
 DOROTHY A. TAPERT

STATE OF ILLINOIS) ss.  
 COUNTY OF DUPAGE)

WE, STEVEN J. KOWALSKI AND CYNTHIA M. KOWALSKI, DO HEREBY CERTIFY WE ARE THE OWNERS OF THE PROPERTY DESCRIBED AS:

LOT 97 IN HINSDALE TIMBER LAKE ESTATES UNIT NUMBER FIVE, BEING A SUBDIVISION OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 28, 1955 AS DOCUMENT NUMBER 774969, IN DUPAGE COUNTY, ILLINOIS.

AND AS SUCH OWNERS, WE HAVE CAUSED THE SAID PROPERTY TO BE SURVEYED AND THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO THE CITY OF DARIEN, TO BE PREPARED FOR STORM WATER DRAINAGE PURPOSES DESCRIBED IN THE CAPTION OF THIS PLAT AND AS SHOWN HEREON TO BE PREPARED AS OUR OWN FREE AND VOLUNTARY ACT AND DEED.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

OWNER: \_\_\_\_\_  
 STEVEN J. KOWALSKI

OWNER: \_\_\_\_\_  
 CYNTHIA M. KOWALSKI

**NOTARY CERTIFICATE**

STATE OF ILLINOIS) ss.  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT WILLIAM W. HOFF AND DOROTHY A. TAPERT WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED OWNERSHIP OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNERS, HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THAT THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO THE CITY OF DARIEN TO BE PREPARED AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES AFORESAID.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, AT \_\_\_\_\_, ILLINOIS.

\_\_\_\_\_  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**NOTARY CERTIFICATE**

STATE OF ILLINOIS) ss.  
 COUNTY OF DUPAGE)

I, \_\_\_\_\_, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE AFORESAID, DO HEREBY CERTIFY THAT STEVEN J. KOWALSKI AND CYNTHIA M. KOWALSKI WHO ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING CERTIFICATE, DID APPEAR BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED OWNERSHIP OF THE PROPERTY DESCRIBED AND THAT AS SUCH OWNERS, HAS CAUSED SAID PROPERTY TO BE SURVEYED AND THAT THIS PLAT OF GRANT OF DRAINAGE EASEMENT TO THE CITY OF DARIEN TO BE PREPARED AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES AFORESAID.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 20\_\_\_\_, AT \_\_\_\_\_, ILLINOIS.

\_\_\_\_\_  
 NOTARY PUBLIC

MY COMMISSION EXPIRES: \_\_\_\_\_

**GRAPHIC SCALE**

**SURVEYORS CERTIFICATE**

STATE OF ILLINOIS) ss.  
 COUNTY OF DUPAGE)

THIS IS TO CERTIFY THAT I, MICHAEL NELSON AN ILLINOIS PROFESSIONAL LAND SURVEYOR, NUMBER 035-3095 HAVE SURVEYED AND PLATTED THE ABOVE DESCRIBED GRANT OF EASEMENT.

ALL DISTANCES ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

GIVEN UNDER MY HAND AND SEAL AT WESTMONT, ILLINOIS, THIS 1ST DAY OF MAY, 2026.

*Michael Nelson*  
 ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 035-3095  
 PROFESSIONAL DESIGN FIRM LICENSE NO. 184.007246-0010  
 EXPIRES 04/30/2027

PREPARED FOR:	CITY OF DARIEN
DATE:	MAY 1, 2026
SCALE:	1"=20'
DRAWN BY:	EAN,M,J,N
JOB#	26-41
FLD. BK/PG:	27/44

BASIS OF BEARINGS - THE NORTH LINE OF LOT 97 IN HINSDALE TIMBER LAKE ESTATES UNIT NUMBER FIVE = S88°06'44"W (ILEAST 740183)

**AGENDA MEMO**  
**CITY COUNCIL**  
**JUNE 1, 2026**

**CASE**

PZC-26-7

Special Use

(Society of Mt. Carmel – 8825 Robert Road)

**ISSUE STATEMENT**

Consideration of an ordinance granting approval of a special use permit petitioner by the Society of Mt. Carmel to utilize the single family home located at 8825 Robert Road, Darien IL 60561 (PIN 10-05-207-015) as a rectory/residential use for approximately three to four priests, brothers, or other religious occupants. The Property is located within the R-2 Single Family Residence District.

**ORDINANCE**

**GENERAL INFORMATION**

Petitioner:	Society of Mt. Carmel
Property Owner:	Society of Mt. Carmel
Property Location:	8825 Robert Road
PIN Number:	10-05-207-015
Existing Zoning:	Single Family Residence District (R-2)
Existing Land Use:	Single Family Residence
Comprehensive Plan:	Low Density Residential
Surrounding Zoning & Uses	
North:	Single Family Residence District (R-2); Single Family
East:	Single Family Residence District (R-2); Single Family
South:	Single Family Residence District (R-2); Single Family
West:	Single Family Residence District (R-2); Single Family
Size of Property:	0.54 Acres
Floodplain:	N/A
Natural Features:	N/A; Property exhibits gentle slope from west to east.
Transportation:	The petition site gains access from a single driveway on Robert Road

**ATTACHMENTS**

- 1) **LOCATION MAP & AERIAL IMAGE**
- 2) **PLAT OF SURVEY**
- 3) **SPECIAL USE APPLICATION AND JUSTIFICATION NARRATIVE (BY PETITIONER)**
- 4) **SUPPLEMENTAL LETTER (BY PETITIONER)**
- 5) **PUBLIC COMMENTS**
- 6) **CITY ATTORNEY MEMO**

**BACKGROUND / ANALYSIS**

The 0.54-acre subject property consists of a 6 bedroom, 6 bath, single-family home approximately 7,226 square feet in size, located at the northeast corner of Robert Road and Oldfield Road (see Attachment 1). The property is located within the Single Family Residence

District (R-2) and is surrounded by other single family residences in the same zoning district in all directions. The site layout is shown in the plat of survey provided by the petitioner (see Attachment 2), and shows improvements and other accessory structures/uses on the property, such as wooden deck and pool in the rear yard.

*Request:* The Society of Mt. Carmel, owner of the property, is requesting approval of a special use permit to utilize the property as a rectory/residential use for approximately three to four priests or brothers (see Attachment 3). No commercial activity, no staff, and no institutional operations are proposed.

The public notice described the request as a rectory/residential use for approximately three to four priests, brothers, or other religious occupants. Staff considers the broader description reflective of the land use category (rectory/residence) rather than specific individuals, and ensures the approval is tied to the land use rather than the specific identity of occupants. The residence contains six bedrooms, and any occupancy limitations may be established by the City Council as a condition of approval if deemed appropriate.

In a supplemental letter submitted in response to the comments presented at the May 6, 2026 public hearing (see Attachment 4), among other things such as addressing the public comments from the meeting, the petitioner has waived their right to have the Special Use go with the land in perpetuity, and proposed a condition of approval that ties the approval of the Special Use to the ownership of the property by the Society of Mt. Carmel.

*Special Use:* Under Sections 5A-7-1-3 and 5A-7-2-3 of the City's Zoning code, religious institutions, including rectories, require a Special Use Permit prior to being established. This request is evaluated as a religious residential special use; the Zoning Ordinance's definition of 'family' for single-family dwellings is not applicable to this review, as the proposed land use is specifically identified and regulated separately as a Special Use within the Zoning Ordinance.

*Operational Characteristics and Land Use Compatibility:* The proposed use of the property as a private residence only maintains its previous use as a residence and is consistent with other properties in the immediate vicinity. No additional traffic, noise, or impacts to residential density would be present beyond what would typically be expected with any single family home. Approval of the Special Use would not waive compliance with other applicable provisions of the City Code, and any activities inconsistent with the approved residential use or otherwise prohibited by ordinance would remain subject to enforcement.

*Religious Land Use Considerations:* Pursuant to the Religious Land Use and Institutionalized Persons Act, a federal law adopted by the U.S. Congress in 2000, the City's review of religious land uses is limited to regulating the use and its external impacts, rather than the specific identity or religious role of occupants. A rectory is recognized as a residential use accessory to religious exercise, and imposing conditions that restrict occupancy to particular titles or classifications within a religious organization is not appropriate in this context. Accordingly, staff's evaluation

focuses on the proposed use and occupancy level, which are consistent with applicable zoning standards.

*Justification Letter / Decision Criteria:* As part of the Special Use application the petitioner did provide information related to the justification of request, which was included as part of Attachment 3. For reference, the criteria the Planning, Zoning, and Economic Development Commission and City Council votes on for the special use request are included below. Staff note that in evaluating Criterion No. 1 related to “public convenience,” the term is generally interpreted broadly in zoning practice and may include whether a use serves a segment of the public or institutional community.

*Special Use Criteria:*

*No special use shall be recommended to the City Council by the Plan Commission, nor approved by the City Council, unless findings of fact have been made on those of the following factors which relate to the special use being sought:*

- 1. That the special use is deemed necessary for the public convenience at the location specified.*
- 2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.*
- 3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*
- 4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
- 5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be at variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.*
- 6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
- 7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*

*That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Plan Commission and Planning and Development Committee.*

**PZEDC MEETING 05.06.2026**

The Planning, Zoning and Economic Development Commission held a public hearing for this item on May 6, 2026. Staff presented the agenda memo, after which the petitioner described the

proposal as a residential-only use for approximately three to five priests with no institutional operations or public services. During public comment multiple members of the public spoke in opposition to the request (see Attachment 5). Public comment and Commissioner deliberation included discussions regarding the residential nature of the use, neighborhood compatibility, notice procedures, occupancy questions, and potential precedent-setting concerns.

**Following deliberation, a motion to recommend approval failed on a 3-3 tie vote, resulting in the petition advancing to the Municipal Services Committee with no recommendation from the Commission.**

**MSC MEETING 05.26.2026**

The Municipal Services Committee reviewed this item at its meeting on May 26, 2026. City staff, the petitioner, and members of the public were in attendance. Following staff's report, the petitioner addressed the Committee and members of the public to describe the petition and answer questions. Several residents provided public testimony similar to what was heard in the Planning, Zoning and Economic Development Commission hearing. An additional written public comment was received in advance of the meeting and made available to the Committee, and has been included in the public comment Attachment on this item.

**Following deliberation, a motion to recommend approval to the City Council passed unanimously with a 3-0 vote, with the following conditions:**

- 1. Approval for the Special Use shall terminate and shall not run with the land in perpetuity upon the sale or transfer of the property by the applicant to a new owner.**
- 2. The existing single family home shall be maintained as a six (6) bedroom home with no more than six (6) occupants.**

**OTHER INFORMATION**

The City Attorney prepared a memo providing context related to issues raised by the various public comments, with relevant case law and legal dispositions. It is included as Attachment 6.

---

**DECISION MODE**

The City Council will take formal action on this petition at its meeting on June 1, 2026.



DuPage County  
 Information Technology Department / GIS Division  
 421 N County Farm Rd.  
 Wheaton, IL 60187

Phone: 1(630)407-5000  
 Email: [gis@dupageco.org](mailto:gis@dupageco.org)

DuPage Maps Portal :  
<https://www.dupage.maps.arcgis.com/home>

This map is for assessment  
 purposes only.

DuPage County Web Site :  
<https://www.dupagecounty.gov>



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- DuPageCounty
- Townships
- Sections
- Quarter Sections
- Half Quarter Sections

Regional County Boundaries

- COOK
- KANE
- KENDALL
- LAKE



www.exactalands.com | office: 773.305.4011



**PROPERTY ADDRESS:**  
8825 ROBERT ROAD DARIEN, ILLINOIS 60561

**SURVEY NUMBER:** 2502.1082

**DATE SIGNED:** 02/13/26      **FIELD WORK DATE:** 2/9/2026

**REVISION DATE(S):**  
(REV.1 2/13/2026)

**POINTS OF INTEREST:**  
NONE VISIBLE

STATE OF ILLINOIS } SS  
COUNTY OF GRUNDY }

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY, GIVEN UNDER MY HAND AND SEAL.

*Michall J. CPF7*



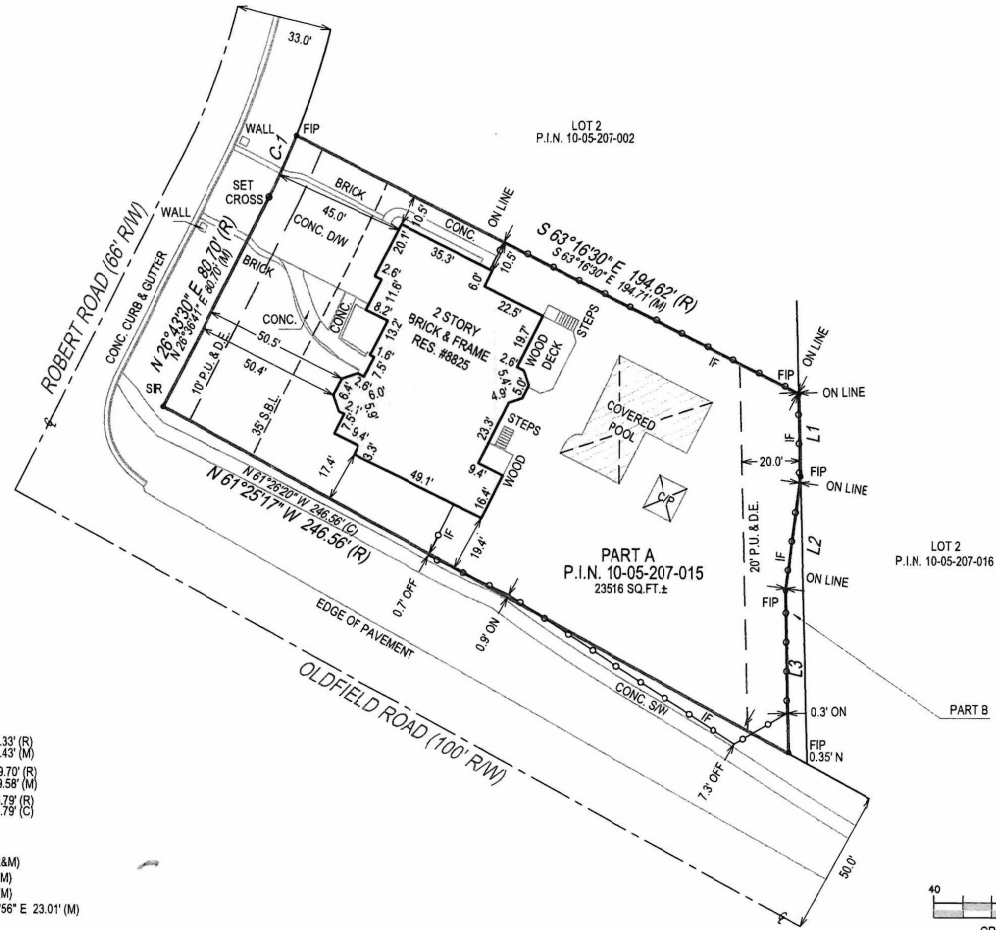
ILLINOIS PROFESSIONAL LAND SURVEYOR No. 035-3229  
LICENSE EXPIRES 1/30/2026  
EXACTA LAND SURVEYORS, LLC  
PROFESSIONAL DESIGN FIRM 184008059-0008



Exacta Land Surveyors, LLC  
PDF # 184008059  
o: 773.305.4011  
316 East Jackson Street | Morris, IL 60450



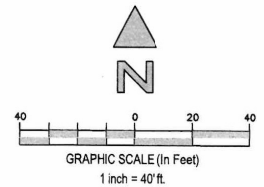
2602.1082  
PLAT OF SURVEY  
DUPAGE COUNTY, ILLINOIS



LINE TAB.E:

L1	S	1°2'28"	E	28.33'	(R)
	S	1°32'03"	E	28.43'	(M)
L2	S	7°28'01"	W	39.70'	(R)
	S	7°14'41"	W	39.58'	(M)
L3	S	1°2'28"	E	55.79'	(R)
	S	1°28'22"	E	55.79'	(C)

C-1  
R= 271.00' (R&M)  
L= 23.02' (R&M)  
Δ= 4°52'01" (M)  
CH= N 24°09'56" E 23.01' (M)



SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION  
PAGE 1 OF 2 - NOT VALID WITHOUT ALL PAGES

## CITY OF DARIEN – SPECIAL USE APPLICATION

---

**Property Address:** 8825 Robert Road, Darien, IL 60561

**PIN:** 10-05-207-015

**Zoning District:** R-1 (to be confirmed)

**Applicant Name:** Society of Mount Carmel

**Applicant Address:** 1313 North Frontage Road, Darien, IL 60561

**Applicant Phone:** 630 971 0050

**Applicant Email:** bgawel@carmelites.net

**Owner Name:** Society of Mount Carmel

**Owner Address:** 1313 North Frontage Road, Darien, IL 60561

**REQUEST:**


Approval of a Special Use Permit to allow a religious residential use (residence for priests and brothers).

**DESCRIPTION OF PROPOSED USE:**

The property will be used as a residence for 3-4 Carmelites. No commercial activity, no staff, no signage, and no institutional operations. Use is consistent with a single-family residential character.

**CERTIFICATION:**

The undersigned certifies that the information contained in this application is true and correct.

Applicant Signature: 

Brian Gawel, Director of Finance

Date: 4/1/26

Attorney Signature:  \_\_\_\_\_

John J. O'Leary

Date: 4-1-2020

**SPECIAL USE PERMIT APPLICATION  
CITY OF DARIEN, ILLINOIS**

**Property**

8825 Robert Road, Darien, IL 60561

**Applicant**

Society of Mount Carmel

**Prepared By**

John J. O'Leary, Attorney at Law

# SUBMITTAL CHECKLIST

## Included Documents

- ✓ Application Form
- ✓ Justification Narrative
- ✓ Plat of Survey
- ✓ Proof of Ownership
- ✓ Neighbor List
- ✓ Owner Authorization
- ✓ Reimbursement Agreement
- ✓ Filing Fee

# JUSTIFICATION NARRATIVE

## **Compatibility**

Use is residential and consistent with surrounding neighborhood.

## **No Impact**

No increase in traffic, noise, or density.

## **Public Welfare**

Use promotes stable residential occupancy and safety.

# APPLICATION

## Request

Special Use Permit for religious residential use.

## Description

Residence for 3-4 Carmelites. No commercial activity, staff, signage, or change in neighborhood character.

## Signature

Applicant: 

Date: 9/1/26



May 21, 2026

Mr. Ryan Murphy  
City Planner  
City of Darien  
1702 Plainfield Road  
Darien, IL 60561

**Re: 8825 Robert Road, Darien, Illinois 60561 (PIN 10-05-207-015)**

Dear Mr. Murphy:

I wanted to take this opportunity to provide additional clarification regarding the Petition from the Society of Mount Carmel for a Special Use for a “rectory.” While the applicant is technically applying for a Special Use for a “rectory,” in practical terms, this application concerns the continued use of the property as a single-family residence. The house will be used for the sole purpose as a residence for approximately three or four elderly priests and brothers. Based on this fact, the applicant will agree to the following conditions as part of the proposed Special Use:

- The home will not be used for ministerial purposes and will not be open to the public for ministerial activities. This would include any counseling, treatment center, church administrative office, or event space.
- The home will be used exclusively for residential purposes.
- In response to concerns regarding parking, the applicant agrees to any reasonable parking restrictions related to public street parking that the Village may impose as part of the Special Use approval. The home contains a four-car garage, which will provide ample indoor parking for the priests residing at the property.

In addition, several neighbors at the Planning and Zoning Commission public hearing expressed concerns regarding the possibility of another religious organization continuing the Special Use if the applicant decides to sell the property. In response to these concerns, the applicant agrees to the following additional condition as part of any Special Use approval:

- Any Special Use approved for the property commonly known as 8825 Robert Road shall terminate and shall not run with the land in perpetuity upon the sale or transfer of the property by the applicant to a new owner.

With respect to the required “Findings” for a Special Use”, we believe the applicant has met all required conditions, and there is nothing to indicate that the applicant’s proposed use of the property would negatively impact adjacent properties or the surrounding neighborhood. As outlined in the ordinance:

“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 the following factors relating to the special use being sought.”

- 1) That the Special Use is deemed necessary for the public convenience at the location specified.

*The subject property is a single-family residence containing four-bedroom suites, and two other bedrooms. After an extensive search, the Carmelites purchased this single-family home because it had four-bedroom suites, including one on the first floor for the use by a 85-year-old retired priest. This home provides an appropriate and comfortable residence for approximately three or four retired priests who will be residing on this residence.*

- 2) That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger, the public health, safety, or general welfare.

*The applicant will use the property exclusively as a single-family residence with no ministerial use. This residential use will blend seamlessly with the surrounding single-family homes within the neighborhood. No modifications are proposed that would negatively impact on neighboring properties. In fact, the applicant has expended substantial funds on the property by installing a new roof and exterior siding.*

*As outlined above, no ministerial uses will be operated out of this property, and that would include any counseling, treatment, office, or gathering space for the Carmelites.*

- 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 or impair property values within the neighborhood.

*As noted above, the applicant has already improved the existing residence, and the property will continue to be maintained as a luxury single-family home within an established residential*

*neighborhood. The applicant does not intend to utilize the existing pool, and the property will continue to be professionally landscaped and maintained. No alterations are proposed that would negatively impact adjacent properties.*

- 4) That the establishment of the Special Use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.

*The residential occupancy of the home by approximately three or four retired or elderly priest will have no impact on the existing single-family residential character of the neighborhood. Nothing proposed by the applicant would negatively affect the character of the neighborhood or the established pattern of residential development in the area.*

- 5) That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not vary substantially from the existing neighborhood character so as to cause a depreciation in surrounding property values.

*The applicant intends to maintain the existing façade, landscaping, and plantings on the property. As previously noted, the applicant has already improved the property by installing new siding and a new roof. No exterior changes are proposed that would alter the appearance of the residence or its compatibility with surrounding homes.*


- 6) That adequate utilities, access roads, drainage, and other necessary facilities have been or are being provided.


*Existing utilities currently serve the property, and the applicant is not proposing any changes to those utilities or facilities.*


- 7) That adequate measures have been or will be taken to provide ingress and egress designed to minimize traffic congestion on public streets.

*The applicant is not proposing any modifications to the existing driveway or access configuration. The existing four-car garage provides sufficient indoor parking for the priests who will be residing at the property, thereby minimizing any impact on street parking or traffic congestion.*

Based on the foregoing analysis, we believe that the proposed Special Use by the Petitioner is compatible with the existing (R-2) single family zoning of this property and that there is no legal basis to deny the applicant's petition. As outlined above, this single-family residence will continue

 (630) 931-8225

 (630) 206-2839

 2021 Midwest Rd., Suite 200  
Oak Brook, IL 60523



VASSELLI LAW

to be used exclusively for residential purposes. There is nothing to indicate that the use of this home for the residence of several elderly priests will have any negative impacts on any adjacent property or the neighborhood.

The Society of Mount Carmel has been a major religious presence in the City of Darien for generations and is committed to being a good neighbor to this single-family neighborhood.

In light of these considerations, the Carmelites have agreed to several conditions in connection with the proposed Special Use, which we believe adequately address the specific concerns expressed by neighboring property owners. In addition, the Carmelites remain willing to work cooperatively with the city to address any additional concerns related to the proposed Special Use application.

As always, we look forward to continuing to serve as good neighbors and to remaining a valued part of this community for generations to come.

Very Truly Yours,

Michael S. Garrigan, Esq, AICP

**Ryan Murphy**

---

**From:** Mary Sullivan  
**Sent:** Monday, May 4, 2026 12:58 PM  
**To:** Ryan Murphy; Lou Mallers  
**Cc:** Mary Sullivan  
**Subject:** PZC-26-7

Dear Planning, Zoning and Economic Development Commission -

As Alderwoman of Ward 5, I wanted to reach out regarding this Special Use request for a rectory at a residence in my subdivision, Tara Hill North.

I anticipate residents will be attend the meeting on Wednesday, May 5. I will be absent due to a commitment to attend the DMMC Springfield Drive Down with other elected officials from Darien and all of DuPage. I have forwarded a few emails to Ryan Murphy I have received to be shared. I just wanted to take a moment to mention a few things that perhaps can be asked of the petitioner on Wednesday.

- 1) Confirmation that the home will be used strictly as a residence not a retreat center, office or meeting place for the Carmelites.
- 2) Intended use of the homes amenities like the pool and hot tub since it is presumed the priest residents would likely be older and potentially retired.
- 3) Impact on the tax base for the community, most importantly the school district, since the church is classified as a non-profit and is tax exempt.
- 4) Number of anticipated vehicles and minimizing street parking due to the close proximity to the corner.

I live down the street and do not foresee any major issue or have I received any great pushback from the neighbors. Residents have addressed the questions above and the overall curiosity as to WHY the Carmelites choose this home that is not in a close proximity to the church or shrine on Bailey Road. Additionally a home that has a great deal of recreational amenities and was in need extensive work.

Regards - Mary

**Mary Coyle Sullivan**

City of Darien Alderperson Ward 5  
1702 Plainfield Road, Darien, IL 60561  
**Email:** [msullivan@darienil.gov](mailto:msullivan@darienil.gov)  
**Phone:** (630) 606-8664

**From:** [Terry C. Fung](#)  
**To:** [Ryan Murphy](#)  
**Cc:** [Terry C. Fung](#)  
**Subject:** CASE NO. PZC-26-7 Special Use Request  
**Date:** Wednesday, May 6, 2026 4:12:48 PM

---

Dear Zoning Commission,

My name is Terry Fung. I have been a resident of Donegal Drive for many years. I am speaking out against the special use request not out of opposition to the petitioner's mission, but out of concern for the safety and character of the specific block they have chosen.

We, like many other residents at North Tara Hill, chose this tucked-away corner of Darien specifically because it is quiet and private. It has not been all positive living in Darien. We have weathered property tax increases and stagnant house values for years. We contribute our fair share to our school district but chronically get short-changed compared to the Hinsdale Central area. Perhaps the only pleasure we have left living in our neighborhood is that it is quiet and peaceful, which also reflects the characteristics of the residents here. My concern is that an institutional use, even a small one, introduces a dynamic of "staff and visitors" that is fundamentally different from a private family home.

To give you a small preview, during the construction activities at 8825 Robert Road in the last week, multiple vehicles were parked on both sides of the street almost right up to the stop sign. This left only one lane for both directions with zero visibility for cars turning in and out of the neighborhood. I wanted to pick up the phone and call the Darien police to alert them of the concerns, but decided to use a bit of grace and patience at that moment. The petitioner's current plan may not involve higher traffic, but I am concerned about the evolution in the use of the property once approved. I believe it's predictable that a staff-managed institutional property would involve significantly more transient visits than what the private family neighborhood is designed for. When it happens, it's not just a matter of inconvenience, but a public safety concern.

For the Society of Mount Carmel - I ask that they reconsider if this location is truly the right fit for their goals. The intersection of Oldfield and Robert road is part of a much more private residential area than say, the intersection of Frontage or Bailey Road. Both locations are great neighborhoods, but the surroundings and dynamics are very different, and so are the expectations of the residents. I believe this location will lead to inevitable, ongoing friction that will be counterproductive to their mission. This is not something that should be dismissed or looked at as one time approval issue. It's something we should be concerned about having to deal with on an ongoing basis.

Our goals are really the same - we all want to be situated in a compatible environment that suits our needs. A more suitable location would allow the Mount Carmel staff to operate effectively without compromising the safety and quietness of a long-established family neighborhood.

I respectfully ask the Commission to consider these long-term impacts and recommend denial.  
Thank you.

Best,  
Terry Fung  
630.452.4018

## Ryan Murphy

---

**From:** Mary Sullivan  
**Sent:** Wednesday, April 29, 2026 8:55 AM  
**To:** Ryan Murphy  
**Subject:** Fwd: Proposed Rectory on Oldfield

Sending you some emails I received from residents regarding the Rectory Special Use hearing .  
Regards - Mary

### Mary Coyle Sullivan

City of Darien Alderperson Ward 5  
1702 Plainfield Road, Darien, IL 60561  
**Email:** [msullivan@darienil.gov](mailto:msullivan@darienil.gov)  
**Phone:** (630) 606-8664

Begin forwarded message:

**From:** Mary Sullivan <[msullivan@darienil.gov](mailto:msullivan@darienil.gov)>  
**Date:** April 28, 2026 at 3:33:52 PM CDT  
**To:** Heidi Ramirez <[hramirez431@outlook.com](mailto:hramirez431@outlook.com)>  
**Subject:** **Re: Proposed Rectory on Oldfield**

Hello Heidi. The Carmelites bought the house and want to turn it into a retired priest home similar to what they already have on Evergreen across from Carmelite Retreat Center. I too questioned WHY with it being so far from the church and such a large home with many amenities like a pool, hot tub and large finished basement meant for entertaining. I have been assured that it will be only a residence and since Darien has a ordinance that states that you can not have multiples of un-related people in one single dwelling that had to request a special use permit. I live down the street and want to make sure it remains strictly residential. Since it is owned by the church now which is tax exempt it will be off the tax rolls as you stated.

I hope that answers all your questions. I too will miss the hearing since I am scheduled to be in Springfield that day representing Darien at the State Capital. It will move on to our municipal s services committee and then the full city council for a formal vote.

Regards - Mary

### Mary Coyle Sullivan

City of Darien Alderperson Ward 5  
1702 Plainfield Road, Darien, IL 60561  
**Email:** [msullivan@darienil.gov](mailto:msullivan@darienil.gov)  
**Phone:** (630) 606-8664

On Apr 28, 2026, at 2:55 PM, Heidi Ramirez <[hramirez431@outlook.com](mailto:hramirez431@outlook.com)> wrote:

Mary,

I see that a residential house just off of Oldfield is being proposed for a rectory. I have a scheduling conflict on the 6th so it is doubtful that I can make the meeting where it will be discussed. I was wondering if you could provide me with some details regarding the proposed use change.

- What house of worship will this property be affiliated with?
- Where is this house of worship?
- If the property is reclassified as a rectory will it be removed from the tax rolls?
- Will functions be held at the property and if so where will the cars park?

I find it rather odd that the property is being turned into a rectory when there is no church/house of worship nearby.

Any input you could provide would be appreciated.

Heidi

Sent from my iPhone

## Ryan Murphy

---

**From:** Mary Sullivan  
**Sent:** Wednesday, April 29, 2026 8:55 AM  
**To:** Ryan Murphy  
**Subject:** Fwd: OLMC

Rectory Special Use email below.

### Mary Coyle Sullivan

City of Darien Alderperson Ward 5  
1702 Plainfield Road, Darien, IL 60561  
**Email:** [msullivan@darienil.gov](mailto:msullivan@darienil.gov)  
**Phone:** [\(630\) 606-8664](tel:(630)606-8664)

Begin forwarded message:

**From:** Mary Sullivan <[msullivan@darienil.gov](mailto:msullivan@darienil.gov)>  
**Date:** April 23, 2026 at 3:48:43 PM CDT  
**To:** Kelly Glisan <[uhgkglisan@sbcglobal.net](mailto:uhgkglisan@sbcglobal.net)>  
**Subject:** Re: OLMC

Strictly a residence for up to 4 Retired priests.  
Regards - Mary

## Mary Coyle Sullivan

City of Darien Alderperson Ward 5  
1702 Plainfield Road, Darien, IL 60561  
**Email:** [msullivan@darienil.gov](mailto:msullivan@darienil.gov)  
**Phone:** [\(630\) 606-8664](tel:(630)606-8664)

On Apr 23, 2026, at 3:21 PM, Kelly Glisan <[uhgkglisan@sbcglobal.net](mailto:uhgkglisan@sbcglobal.net)> wrote:

Alderperson Sullivan:

Traditionally, rectories have often served the societal purpose of hosting community services, such as AA meetings or social service ministries. Will the OLMC rectory in Tara Hill North:

1. Be hosting community service meetings?
2. Be serving the spiritual needs of the community on a drop in basis?
3. Which types of visitors and for what purpose will the rectory be having drop in? Those in crisis needing Priestly guidance etc?

To: Ryan Murphy Darien City Planner ✓

CC:

Planning, Zoning and Economic Development Commission – Darien:

Louis Mallers, Chairman

Jonathan Christ

Christopher Jackson

Christopher Green

Mark Kazich

Jonathan Johnson

Shari Gillespie



May 4, 2026

Darien City Planner and PZE Commissioners:

I thought it would be helpful to share a brief history of my time as a Darien resident and explain why retaining the character and stability of Tara Hill North is so important to me and my family.

I moved to Darien in 1980 and initially rented a home. In 1984, my husband and I purchased a home at 810 Columbia Lane in the Farmingdale Heights subdivision. Interestingly, we purchased that home from Mr. Stramaglia, Darien's first mayor. In 1989, we purchased a building at 18W371 North Frontage Road in unincorporated DuPage County. The following year, we approached the City of Darien to annex the property, which was approved. Our mechanical and consulting business operated from this building until 2003.

During our many years in Darien, we were active members of the Darien Chamber of Commerce. My husband served as a director and later as vice president. In the 1980s and 1990s, the Chamber had a strong presence in the community, and we were pleased to work with it to help initiate the first Darien Fest and other community activities.

I was especially proud when my husband became the recipient of Darien's first Earth Day Award.

In the 1990's, I also remember the turbulent times of the "City Council Wars," and we were fortunate to be neighbors and friends of Mayor Soldato, who became a calming presence.

Our children attended Fairview School, Eisenhower Junior High, and Hinsdale South High School, receiving excellent educations that provided strong foundations for their college and career paths.

Our time in Darien truly reflected the city's slogan, "A Nice Place to Live."

In late 1999, we moved our home out of state due to a job transfer. In 2017, because of another job transfer within our family, we relocated back to the Chicago area. Having experienced such a positive quality of life in Darien, returning to this area felt natural to us. Our final decision came down to deciding between a home in Burr Ridge or one in Tara Hill North. Because of privacy, neighborhood stability, home values, good schools, and strong sense of community, we chose Tara Hill North, and we have never regretted that decision.

Respectfully,

**Laurie Jopek**

Tara Hill North Resident

# Opposition To Special Use, 8825 Robert Road

## **1. Description of Tara Hill North, a Residential Subdivision**

Most residents chose to live in Tara Hill North, a residential subdivision specifically because of privacy and security, this limited access, no outlet design provides. Vehicles that do not belong in the neighborhood are immediately noticeable, contributing to both safety and peace of mind. To my knowledge, Tara Hill North may be the only subdivision in Darien with this level of privacy.

Nearby subdivisions such as Carriage Green, Darien Club, and Tara Hill are much larger and have multiple entrances, resulting in significantly more traffic.

## **2. Children, Schools, and Safety**

There are at least 13 children living in our neighborhood, residing primarily on Shannon Court, and in the home alongside the 8825 Robert Road home, (*hereon referred to as 8825*). These children attend Concord and Cass schools (District 63), and Hinsdale South High School (District 181). Both districts maintain excellent reputations, which was a major consideration for families locating to our subdivision.

### ***School Bus Concerns***

Stops are located across from 8825 and at the subdivision entrance across Oldfield Road. The proposed rezoning, special use, will result in an increase in other traffic and change of use at 8825 will directly impact child safety. Open access to the subdivision and minimum traffic is a must. Not only do we have buses from the three public schools, but we also have buses for the special needs children.

## **3. Property Taxes and Financial Impact**

Based on 2024 tax data, using a selling price of \$910,000, the subject property currently generates approximately \$16,800 for education, \$2,231 for the park and forest preserve districts, \$600 for the library, and an additional \$2500 for fire. Eighty-eighty twenty-five (8825) was purchased for \$1.2 million, which will increase tax revenue and provide additional support for schools and public services. These are all critical services are community relies on.

*The proposed rezoning threatens to eliminate or significantly alter this revenue stream and puts further burden on us.*

#### **4. Traffic and Access Concerns**

Eighty-eighty twenty-five (8825) is located at the only entrance to Tara Hill North. Currently, vehicles traveling on Oldfield Road have already begun slowing down to read the posted hearing notice, creating confusion and potential hazards at the neighborhood entrance.

Currently, cars and trucks doing construction at 8825 are parked on both sides of Robert Road, reducing traffic to a single lane. This restricts safe movement for residents, school buses, and emergency vehicles. On April 30, my son-in-law narrowly avoided an accident while turning from Oldfield onto Robert Road, all due to limited visibility and one-lane access caused by parked vehicles and trucks.

*If the special use is approved and tenants move in, I fear this will only continue and become more problematic.*

#### **5. Incompatibility With Residential Use**

Eighty-eighty twenty-five (8825) *will effectively be used as a commercial or institutional entity.* The petitioner's primary business location is approximately two miles from Tara Hill North. The home will not be owner occupied. The proposed use is not compatible with a single-family residential neighborhood and is, therefore, a very poor fit in our community. We chose Tara Hill North for its stability and residential characteristics.

*Our rightful expectation is that it would always remain that way.*

#### **6. Impact on Property Values**

For most Americans, their home is their greatest financial investment. The proposed rezoning jeopardizes that investment and threatens to permanently alter the current fabric of our neighborhood. Any change from the single-family residency alters use sets a precedence for other unknown, negative future uses in our subdivision.

I have spoken with a realtor friend with over 40 years of experience, who confirmed that this type of rezoning could adversely affect home values and could significantly reduce the potential

pool of buyers. The zoning difference for 8825 would need to be disclosed to prospective buyers. Many buyers seek purely residential neighborhoods and would not consider living next to or near a commercial or institutional operation.

## **7. Zoning Code Conflicts With Single-Family**

*I am not a zoning attorney, and the following reflects my good-faith understanding of the applicable zoning ordinances.*

**\*\* Single-family** residential districts are expressly intended to protect low-density, owner-occupied neighborhoods and to prevent incompatible uses. Under the zoning ordinance, these districts permit traditional single-family living and only those accessory uses that are clearly incidental to, and compatible with, that established character. Uses that function in an institutional or operational manner do not fall within the scope of permitted primary uses in our subdivision.

**\*\* The zoning code** draws a deliberate distinction between residential living and institutional or non-residential uses due to their fundamentally different impacts. Uses involving recurring visitors, ongoing operational activity, or transient occupancy typically generate increased traffic, greater parking demand, and a level of activity inconsistent with neighborhood stability. These are precisely the impacts that single-family zoning classifications are designed to limit. The proposed use would introduce such impacts at the sole entrance to a single-family subdivision, amplifying their effect.

**\*\*Zoning determinations** are intended to be applied consistently to preserve the integrity and predictability of residential districts. Zoning maps and classifications exist to provide clear boundaries and to prevent incremental exceptions that, over time, diminish the protections afforded to single-family neighborhoods. Approving a use that is not aligned with the district's purpose would weaken those protections and alter the character the zoning designation is intended to maintain.

## **8. Institutional and Non-Residential Uses Require Higher Scrutiny**

Ordinances clearly distinguish between residential use and institutional or quasi-commercial use, which are typically restricted to districts that provide appropriate infrastructure, access, and buffering. Where non-residential uses are contemplated in residential areas, they are generally subject to special use review requiring heightened scrutiny of:

Traffic and circulation, parking adequacy, compatibility with surrounding properties impact on public safety and welfare

The proposed special use rezoning attempts to introduce an institutional residential use at the entrance of a low-density without the physical or regulatory safeguards required elsewhere in the zoning code.

### 9, Precedent, Irreversible Impact on Tara Hill North and Other Darien Single-Family Neighborhoods

Zoning decisions pose a long-term risk and are difficult to reverse. Once a non-conforming or special use is approved, it often becomes the basis for future approval, regardless of later consequences.

*Please refer to the "Precedent Example From A Past Zoning Decision" enclosed in this packet.*

After you read the enclosure, you'll understand:

#### *Why Does This Matter?*

Once approved the zoning decision could not be reversed

The long-term neighborhood and community impacts were not mitigated by earlier assurances.

This example demonstrates how rushed or insufficiently scrutinized zoning approvals least permanent, unintended consequences.

#### *Why This Is Relevant to the 8825 Rezoning Petition?*

The precedence directly applies to the current proposal for several reasons:

- \*\* **Point-of-no-return risk:** Once rezoned, the decision cannot realistically be undone
- \*\* **Future leverage:** Approval creates a reference point other applicants can cite
- \*\* **Mismatch** between assurances and reality. Good intentions at approval do not prevent later adverse outcomes
- \*\* **Due diligence obligations:** The City Planner and commissioners have a responsibility to avoid past mistakes

**\*\* Zoning decisions** must be evaluated not only on current assurances, but on their irreversible, long term impact on residential neighborhoods

### ***Applying Zoning Decisions Consistently***

I believe zoning decisions should be applied consistently to preserve the integrity of residential districts. My understanding is that the zoning maps and classifications exist to prevent incremental exceptions that erode neighborhood protections. Approving this rezoning will set a precedent that undermines the purpose of single-family zoning throughout Darien.

## **10. Intimidation and Community Judgment**

This situation might be intimidating for many of our residents. Some residents might also be reluctant to speak out due to fear of backlash or misinterpretation.

In full disclosure, I contemplated at length the wisdom of making public my opposition to the rezoning. I was cautioned by my peers and other family that I could face retaliation, bullying, and on-line or physical reprisal. This is not an overstatement of paranoia by me. It is a reality in the world we live in.

*Based on the large financial backing, the many members, employees, vendors, and allies of the petitioner, any objection risks being mischaracterized as opposition to a religious institution, when in fact this is strictly a zoning issue.*

### ***A Desire To Retain The Quality of our Neighborhood Cohesiveness***

Our neighborhood is quiet, friendly, and cohesive. Approval of this special use petition threatens to create resentment and division in our subdivision, where none previously existed.

## **11. Rectory Definition, Transient Use, Zoning Incompatibility**

*Please reference the enclosed definition of rectory No.11.*

This information was obtained from the website of a comparable religious institution. The definition further addresses the term's common and customary usage. As defined, a rectory is a residence for clergy that is customarily incidental and an accessory to a church. It is typically located on the same parcel or on immediately adjoining property as the associated place of worship.

Based on this definition, the proposed use does not meet the customary or commonly understood characteristics of a rectory as an accessory use. In the absence of an onsite or adjacent principal religious use, the proposal constitutes separate and independent land use rather than an accessory residential use. As such, it is not compatible with the established character, intent, or development pattern of the surrounding single-family residential subdivision and is inconsistent with the purpose and standards of the applicable zoning district.

***The Reality:***

**The proposed use is actually an institutional residence more akin to a free Airbnb, extended-stay facility, or hostel.** As the special use application states, 8825 will house “priests, brothers, and other occupants.” - meaning there **will be** transient occupants and ongoing operations inconsistent with single-family residential zoning. The presence of an outdoor pool further gives the appearance of a hotel-style operation.

***Already Established Properties:***

The use the petitioner proposes is more consistent with areas already suited to institutional or multi-resident uses, such as locations near the petitioner’s properties on Bailey Road and North Frontage Road. Their current campus is approximately 40 acres in area. It consists of at least 10 institutional and commercial/office businesses. Vacant property may be available directly adjacent to two of the petitioner’s offices on North Frontage Road, adding this land would offer the ease of further expansion, with no compatibility concerns.

***While I respect the petitioner’s right to purchase 8825 and seek special use zoning, I believe there are more appropriate alternatives that would address their needs without placing the burden or resulting changes on the Tara Hill North community.***

**12. Homeowners’ Association**

Tara Hill North does not have an active homeowners’ association, as our understanding it was disbanded before many of us even moved here. As a result, residents are at a disadvantage when attempting to organize, discuss the issue, and determine an appropriate course of action.

We were given only two weeks’ notice of this rezoning request, which provided us insufficient time for meaningful review or coordination. As a small community, we also lack the leverage and resources that larger subdivisions often possess. It appears this may be a contributing factor in the selection of this location, as it would be expected to generate the least resistance.

Lastly, some residents, especially our older residents, may not be on social media or been able to see the zoning sign notice. Others may not understand the rezoning process or the seriousness of this issue and how it will impact Tara Hill North.

### **13. To City Planner, Zoning Commissioners**

I respectfully request that you deny this petition based upon the above-provided information, which I feel provides a sufficient basis for denial under Darien's ordinances.

Should you choose not to do so, I ask that you grant the homeowners an extension and that you schedule a new hearing to take place in 45-60 days.

*This will allow Tara Hill North residents to have adequate time to accomplish the following:*

1. Bring in outside support – a local land use or municipal attorney or a regional planning or zoning consultant.
2. Contact all Tara Hill North residents and meet to discuss the repercussions of the zoning change and how it could affect our subdivision
3. Form a consensus and course of action
4. Address any conflicts of interest
5. Understand the process and address fairness questions. Ex. Can the city clarify whether any Pré-application meetings or guidance were provided for the applicant prior to the public hearing?
6. Address questions on permits/timing. Ex. Have any permits been issued or approved prior to the outcome of this rezoning decision? If so, were those permits contingent on zoning Approval?
7. Address zoning consistency.
8. Address precedence and conditions.
9. Consider the reality. Ex. Is it possible the petitioner anticipated approval or was given assurances before buying?
10. Considering the extensive renovations to 8825, with its accompanying cost, soon gives an appearance the there may have been advance approval of the petition.

11. Address any Conflict of Interest
12. Address transparency, as evidenced with a recent Facebook post, that seems to have disappeared from the site.
13. Address disclosure questions.
14. Address a recent rumor that there is a previously rezoned home on Evergreen Lane.

The commission should recognize that, given sufficient time for review and reflection, many additional questions and concerns are likely to emerge from both residents and decision-makers. The limited notice provided has not allowed for a thorough evaluation of the proposed use, its operational details, or its long-term implications for the neighborhood.

Thank you for your consideration.

Enclosures:

No. 9 Precedent Example

No. 11 Rectory Description,

## Enclosure No 8.

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### Precedent Example From A Past Zoning Decision

#### Marijuana Dispensary Approval – Darien

##### Decision Summary

A marijuana dispensary was approved in Darien by a **one-vote margin**, following a zoning review process that failed to fully apply State of Illinois site-selection criteria.

##### Key Zoning Oversight

- One approved site—**8000 Cass Avenue**—was **within 100 feet of Concord Elementary School** and adjacent to a Montessori school.
- Under **Illinois state criteria**, this site **should have been eliminated** from consideration.
- Due to disruptions during the COVID period, this error was not caught before final approval.

##### Assurances Given at the Time

- At the time of approval, then-Mayor **Marchese** voted **against** allowing marijuana businesses in Darien.
- He gave public reassurance was given that it was *highly unlikely* any dispensary would pursue a Darien location.

##### Actual Outcome

- **Three years later**, a marijuana dispensary did, in fact, open at the approved Cass Avenue location.
- The site now features:
  - Prominent signage visible from **I-55**
  - Reports of occupants smoking marijuana in parked cars
  - Increased loitering and social activity in the parking lot
  - Persistent marijuana odor affecting the surrounding area
  - Impaired drivers entering and leaving

# RECTORY DEFINITION No 11

A rectory is the official residence provided by a church for its rector, parson, vicar, or parish priest. It is typically located conveniently close to the church, often immediately adjacent to the church building. Wikipedia +2

## Types of Business Conducted in a Rectory

While primarily a home, a rectory often serves as the hub of a parish, functioning as both a residence and a base for ministry. Common "business" or activities include: Wikipedia +1

- **Parish Administration:** Many rectories house the parish offices, where staff manage church records, schedules, and finances.
- **Pastoral Care and Counseling:** Priests often meet with parishioners, couples planning weddings, or families arranging funerals in the rectory, providing private pastoral care.
- **Administrative Meetings:** It serves as a meeting place for parish committees, council meetings, or church leadership staff.
- **Clergy Residence:** It provides housing for one or more priests or ministers, serving as their personal home, often in a community setting (common in Catholic traditions).
- **Hospitality:** Hosting visiting clergy or, on occasion, parish gatherings. Wikipedia

## Ryan Murphy

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**From:** Deanna Wrenn <deanna.arce@gmail.com>  
**Sent:** Friday, May 8, 2026 10:31 AM  
**To:** Mary Sullivan; Ryan Murphy  
**Cc:** Todd Wrenn  
**Subject:** 8825 Robert Rd Special Use Permit

Hi Mary and Ryan,

I live in Tara Hill North at 2225 Shannon Ct. with my husband and two kids. We attended the meeting on Thursday and have since done some additional research. My main two concerns are as follows:

- 1) It is unwise to lose another taxpayer, especially on a \$1.2 million house. Much of Darien is already occupied by tax-exempt entities (ex. Carmelite Campus and Argonne), and we do not want to shoulder even more of the tax burden to keep our schools and community thriving. I understand that the Carmelites own the property already, and they are tax-exempt even without the special use permit. However, if the permit is denied, I believe the chances are greater that they'd sell the property to a tax-paying family.
- 2) The Special Use Permit in the meeting materials states that it would allow for utilization for "rectory/residential use for approximately three to four priests, brothers, or other religious occupants."
  - First of all, at the meeting, the Petitioner said there would be 3-5 priests, so they are already changing the number of occupants requested. What is the true limit?
  - What is the definition of "religious occupants"? That is very broad. Could it be a recovering addict who will be living there and getting religious counseling? Honestly, I'm not very concerned about the occupants of the house. There are plenty of families in single-family homes that have issues! But as I am unfamiliar with Special Use Permits, I worry about unintended ramifications.
  - Although the Petitioner says this will be used strictly for residential use, the permit also allows it to be used for a rectory, so there is nothing preventing them from using it as such in the future. A rectory often serves as the hub of a parish, functioning as both a residence and a base for ministry. So it could be used for parish administration, pastoral care and counseling, etc. That would likely introduce more traffic and congestion at our entrance. If the special use were limited to residential-only, my concerns in this area would be less.

As I reviewed the Special Use Criteria as outlined in the meeting's agenda memo, there appears to be 3-4 conflicts:

- 1) *"That the special use is deemed necessary for the public convenience at the location specified."* I don't see how this special use is necessary for public convenience at all, let alone at this specific location as the house is 1.5 miles away from the church. While their preference is not to renovate the existing "white house" on the property, the fact is that it is a viable option for them that would make much more sense logistically for a rectory.
- 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."* I believe the establishment of the special use is detrimental to the general welfare for financial reasons, as the owners would not be paying taxes. If the church decides to use the property as a true rectory (which is within the special use permit as described), it could impact public safety due to congestion at the entrance to our subdivision, especially since we do not have sidewalks. We've already experienced this recently with their renovations.
- 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."* Again, if they begin to use the property as a rectory, it will impede our entrance and make it more dangerous for pedestrians who

enjoy walking around the neighborhood. It could impair property values if our resulting tax bills are higher, and potentially due to the existence of the special use in the neighborhood, which I believe must be disclosed.

4) *"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."* This would again potentially be applicable if the church ends up using the property as a rectory and do not specify to visitors they should not park on the street. Again, because it is at the corner of the only entrance to our subdivision.

I hope that you will share my concerns with the Municipal Services committee and the City Council. I will also try to attend the municipal meeting on 5/26.

Thank you,  
Deanna Wrenn

## Ryan Murphy

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**From:** Mary Sullivan  
**Sent:** Tuesday, May 26, 2026 1:10 PM  
**To:** Ryan Murphy  
**Subject:** Fwd: Tara Hill Issues

Please see feedback below regarding MSC agenda items tonight.  
Regards - Mary

**Mary Coyle Sullivan**  
City of Darien Alderperson Ward 5  
1702 Plainfield Road, Darien, IL 60561  
**Email:** [msullivan@darienil.gov](mailto:msullivan@darienil.gov)  
**Phone:** (630) 606-8664

Begin forwarded message:

**From:** stellacleo2@yahoo.com  
**Date:** May 26, 2026 at 12:36:47 PM CDT  
**To:** Mary Sullivan <msullivan@darienil.gov>  
**Subject:** Tara Hill Issues

Good afternoon Mary,

We oppose the rectory in Tara Hill North. This special use permit is not in the true nature of what the neighbor is supposed to be. In addition, if the special use permit is approved, please request that it does not continue with the property if the Church sells the property.

In addition, Chicken coop variances should be reviewed carefully. Not only for the immediate neighbors, the entire neighborhood and the chickens themselves.

As a founding neighbor -

2220 Donegal Drive

**Odelson, Murphey, Frazier & McGrath, Ltd.**

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3318 West 95<sup>th</sup> Street – Evergreen Park, Illinois 60805  
Phone (708) 424-5678  
JBM Direct Dial (708) 634-0266  
JBM e-mail: [jmurphey@omflaw.com](mailto:jmurphey@omflaw.com)

**Memorandum**

VIA E-MAIL

To: Dan Gombac  
Ryan Murphy

From: John B. Murphey

Date: May 26, 2026

Re: 8825 Robert Road

Section 5A-7-1-3 of the Zoning Ordinance, “Special Uses,” sets forth a list of allowable special uses in residential zones. Included in the list is the following:

4. Religious Institutions, including, but not limited to churches, rectories, seminaries, convents, and monasteries, including dormitories and other accessory uses required for operation.

Many of the questions and comments raised in this setting are similar to those which we addressed in connection with the Gerber zoning application. In that regard, I’m attaching a copy of my Gerber Council memo.

At the outset, let me note that by categorizing these uses as allowable special uses, the City Council has made a legislative determination that such use is generally appropriate, absent unique or unusual impacts. As the Illinois Supreme Court concluded in the *Chicago Heights* case referenced in that memo:

Where a zoning ordinance authorizes a business as a special use, such authorization is tantamount to a legislative conclusion that the use is appropriate in the district. Thus, in the instant case, the City zoning ordinance’s authorization of churches as a special use along West Lincoln Highway constitutes a legislative finding

that churches, as such, are compatible with the surrounding property uses in that area.

With that background, let me focus on certain aspects of the questions and comments you have summarized.

1. **“Necessary for the Public Convenience.”** As set forth in the Gerber Memorandum, in the context of Illinois zoning law, terms like “necessary for the public convenience” don’t use the word “necessary” in the absolute sense. Instead, this language is generally understood to recite normal reasonableness standards.

2. Exempting this property would **“push more cost to Darien residents.”** This concern is without merit for a number of reasons:

A. As a policy matter, the City Council has already determined that these facilities are allowable special uses. By their very nature, these religious uses are frequently exempt from property taxation. Therefore, the City, through the Zoning Ordinance, has already made the determination that these are appropriate uses even if it might result in property being exempted from property taxation.

B. As a practical matter, any perceived negative impact on taxpayers is at most infinitesimally small. We discussed this matter in detail in the context of the Chestnut Court TIF Joint Review Board meetings. The City levies an amount for property taxes. The City has a very strong and growing tax base. Any “impact” resulting from the exemption of one property from the tax rolls is outweighed by the growth of the tax base elsewhere throughout the City. I consider this to be a non-issue.

C. I am attaching a copy of a 2021 case, *Keystone Montessori School v. Village of River Forest*, 2021 IL App. (1<sup>st</sup>) 191992, 453 Ill. Dec. 429. As you can see in this case, the Appellate Court held that a municipality may not deny a zoning application solely because of a perceived burden resulting from a property tax exemption. ¶ 73.

3. **“Other Religious Occupants.”** I agree with staff comments.

4. The Ordinance making these facilities allowable special uses does not cap the number of people residing on premises. Finding out from the applicant as a practical matter, what their expectation is in the context of a house having six bedrooms is a worthwhile discussion to have with the applicant.

5. **Potential Commercial or Similar Activities/Duration of Special Use.** If present or future occupants attempted to engage in commercial or institutional-type activities, including erecting signage, they would be in violation of the special use.

Special uses generally run with the land and do not have a sunset date provided the use does not change. As staff notes, the applicant is subject to all applicable building and related health and safety codes.

6. **Notice of Public Hearing.** The notice of public hearing parameters are established in Section 5A-2-3 of the Zoning Ordinance. In general, the publication notice and signage notice must be erected 15 days before the public hearing.

JBM/sml  
Enclosures

## **Odelson, Murphey, Frazier & McGrath, Ltd.**

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**3318 West 95<sup>th</sup> Street – Evergreen Park, Illinois 60805**  
**Phone (708) 424-5678 ~ Fax (708) 741-5053**  
**JBM Direct Dial (708) 634-0266**  
**JBM e-mail: [jmurphey@omfmlaw.com](mailto:jmurphey@omfmlaw.com)**

### **Memorandum**

VIA E-MAIL

To: Dan Gombac  
Jordan Yanke

From: John B. Murphey

Date: November 1, 2023

Re: Zoning Ordinance: Special Uses; The Nature of Special Uses;  
and the Issue of “Necessity”

Following up on the Municipal Services Committee meeting of October 30, 2023, and the Gerber special use discussion, you’ve requested that I expand on that discussion by providing the Council with an analysis of Illinois law, focusing on these two questions:

1. How are “special uses” viewed under Illinois case law?
2. How do Illinois courts treat special use standards, and, in particular, the standard found in many ordinances, including Darien’s, that a special use must be “necessary for the public convenience at the location specified?”

Before answering these particular questions, it is important to note that when acting on a zoning ordinance, like any other ordinance or amendment to the City Code, the City Council is acting as a legislative body. Any action on an ordinance is an exercise of legislative judgment, no different than the legislative judgments made by the Illinois General Assembly when considering the adoption or amendment of a statute. When considering a zoning request, the Council is not acting in what the law refers to as a “judicial capacity.” The Council members are legislators, not judges.

## Relevant Zoning Ordinance Provisions

Let's start with the City zoning ordinance. The treatment of special uses is found in Section 5A-2-2-6 of the City Code. Subsection (A) recognizes that some uses may have "unique characteristics," and therefore, cannot be classified as absolutely permitted in any particular District "without consideration in each case of the impact of those uses on neighboring land and of the public need for a particular use in the particular location." Subsection (A)(2) identifies the type of special use which typically could come before the Council:

Uses entirely private in character, but of such an unusual nature that the operation may give rise to unique problems with respect to their impact upon neighboring property or public facilities.

Subsection (G) sets forth the special use standards in full below:

(G) Standards: 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; and

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.

### **Treatment of Special Uses Under Illinois Case Law**

During the course of the Committee meeting, I referred to the Illinois Supreme Court's case in *City of Chicago Heights v. Living Word Outreach Full Gospel Church and Ministries*, 196 Ill.2d 1, 255 Ill. Dec. 434 (2001). *Living Word* sets forth a definitive summary of how the courts view special uses. Below is the relevant excerpt. I've cleaned up the excerpt for ease of reading by eliminating internal legal citations:

In general, a "special use" is a type of property use that is expressly permitted within a zoning district by the controlling zoning ordinance so long as the use meets certain criteria or conditions. "The purpose of special uses is to provide for those uses that are either necessary or generally appropriate for a community but may require special regulation because of unique or unusual impacts associated with them.

A church may be an appropriate special use because, depending upon its size and location, it may create traffic or parking problems within the neighborhood in which it is located. For example, the number of parking spaces needed by a church may vary considerably depending upon the availability of parking spaces in the neighborhood at the time the church holds services. Thus, although a church might be considered a desirable and appropriate use within a zoning district, the municipality may classify it as a special use and may require, for example, that parking problems be resolved before granting a special use permit to a property owner that would allow the owner to use the property as a church. The use, as such, is neither inconsistent with the public's health, safety, morals or general welfare, nor out of harmony with the town's general zoning plan.

Where a zoning ordinance authorizes a business as a special use, such authorization is tantamount to a legislative conclusion that the use is appropriate in the district. Thus, in the instant case, the City zoning ordinance's authorization of churches as a special use along West Lincoln Highway constitutes a legislative finding that churches, as such, are compatible with the surrounding property uses in that area.

Let's now take a couple of examples, focusing on special uses in the B-2 Zoning District under Section 5A-8-3. As you can see, a wide range of uses are permitted in B-2. Under the law, the various identified special uses set forth in 5A-8-3-4 are presumptively allowable unless there are special problems with a particular proposed use at a particular site. For example, automobile service stations (gas stations) are allowable special uses. But the Council would be well within its discretion to deny a requested special use if the proposed gas station is located mid-block, resulting in potential ingress-egress hazards, or if a proposed car wash is located too close to adjoining residential properties and mitigation efforts are inadequate.

Similarly, restaurants are allowable special uses in B-2. But if there is inadequate land available for on-site or nearby off-site parking, the Council would be well within its discretion to deny that type of request, similar to the proposed church use discussed in the *Living Word* case.

### **Special Use Standards Are Guidelines To Be Utilized On A Case-By-Case Basis**

Let's now return to the special use criteria. The discussion above demonstrates that special use considerations are to be made on a case-by-case basis depending on the particular facts. Accordingly, our courts have repeatedly held that the special use standards serve only as guidelines assisting the Council in making a determination:

Whether a special use is compatible depends upon the circumstances of each case. In certain situations, it is entirely possible for a special use to have no adverse effect despite its failure to comply with all standards. In others, the special use may have adverse effects even though it complies with all of the standards. Therefore, any standards which a legislative body has passed beforehand can only serve as guidelines. To hold that prior standards are absolute requirements which must rigidly be adhered to would rob the special-use technique of its much needed flexibility.

*LaSalle National Bank v. County of Lake*, 27 Ill.App.3d 10, 16-17, 325 N.E.2d 105 (2<sup>nd</sup> Dist. 1975). The *LaSalle Bank* court further notes that "while strict adherence to the legislative body's own standards is not required of that body in passing on special uses, a legislative body must exercise its power in a reasonable way and adherence to these standards is a strong indication of reasonableness." *Id.*

Thus, the law is clear that the special use standards are guidelines assisting the legislative body (as well as the advisory body advising a legislative body) and are not mechanical elements which need to be "proven" by a petitioner.

## **“Necessary” Versus “Absolutely Necessary”**

Finally, let’s look at the particular criterion that is frequently misunderstood, not simply in Darien, but generally. That is Standard (G)(1):

(1) That the special use is deemed necessary for the public convenience at the location specified.

It is hard to imagine any particular land use which is really necessary in the absolute sense. *Illinois Bell Telephone Co. v. Fox*, 402 IL 617, 631, 85 N.E.2d 43 (1949) (“A word of great flexibility, ‘necessary’ may mean ‘absolutely necessary’ or ‘indispensable’ or less restrictively ‘expedient’ or ‘reasonably convenient’ . . .”).

This language is now cemented into Illinois zoning law. *Foster & Kleiser v. Zoning Board of Appeals*, 38 Ill.App.3d 50, 53, 347 N.E.2d (1<sup>st</sup> Dist. 1976) (holding that the phrase “necessary for the public convenience at that location” “does not mean absolutely necessary, but rather it should be construed to mean expedient or reasonably convenient to the public welfare”). In *Cosmopolitan National Bank v. Village of Niles*, 118 Ill.App.3d 87, 454 N.E.2d 703 (1<sup>st</sup> Dist. 1983), the Village turned down a zoning request for a McDonald’s restaurant. The trial judge found that “the proposed McDonald’s restaurant was not necessary for the public convenience, since there are four other restaurants located within a 2-block area of the site in question.” *Id.* at 91. The court overturned the trial court and ruled in favor of the owner for two separate reasons:

We know, however, that the term “necessary” as used in the zoning ordinance does not mean “absolutely necessary” but has been construed to mean “expedient” or “reasonably convenient” to the public welfare. Furthermore, the control or restriction of competition is not a proper or lawful zoning objective.

*Id.* at 91 (cleaned up).

## **Conclusion**

Putting all of these factors together:

1. Zoning is a legislative function. Cases are to be decided by the City Council on a case-by-case basis.
  
2. The inclusion of a particular land use as an allowable special use in a particular zoning district represents a legislative judgment that such use is

presumptively allowable unless there are site-specific challenges or potential adverse impacts which cannot be mitigated.

3. The special use criteria set forth in a zoning ordinance are guidelines not to be mechanically or rigidly applied.

4. In particular, the special use standard requirement that a proposed use must be “necessary” for the public convenience does not mean “absolutely necessary.”

I hope this provides follow-up assistance. Please circulate to the City Council as you see it.

Thank you.

JBM/sml



KeyCite Yellow Flag

Distinguished by [LNL 4EVER, LLC v. Miller](#), Ill.App. 2 Dist., May 1, 2023

2021 IL App (1st) 191992  
Appellate Court of Illinois, First District,  
Sixth Division.

KEYSTONE MONTESSORI SCHOOL,  
Plaintiff-Appellee and Cross-Appellant,

v.

The VILLAGE OF RIVER FOREST,  
Defendant-Appellant and Cross-Appellee.

No. 1-19-1992

Filed June 25, 2021

Rehearing denied July 20, 2021

### Synopsis

**Background:** School with tax-exempt status brought action against village regarding agreements between school and village that school would waive its right to property tax exemption, and challenging development permit issued by village. Following removal to federal court, [316 F.Supp.3d 1061](#), two counts were dismissed and case was remanded to state court. The Circuit Court, Cook County, Sanjay T. Taylor, J., granted summary judgment in favor of school on claim that agreements were against public policy and on village's counterclaims, and granted summary judgment in favor of village as to school's unjust enrichment claim. Village appealed, school cross-appealed, and school moved for sanctions.

**Holdings:** The Appellate Court, [Sheldon A. Harris, J.](#), held that:

[1] agreement between village and school in which village purportedly waived its property tax exemption was contrary to public policy, and was therefore void ab initio;

[2] parcel of real property owned by school was tax exempt;

[3] unconscionable and unenforceable provision in agreement was not severable, rendering entire agreement unenforceable;

[4] village could not enforce school's development permit that incorporated void and unenforceable agreement;

[5] five-year statute of limitations did not apply to school's claim that agreement was void ab initio; but

[6] school's ability to apply for property tax exemption under tax code earlier than it did was an adequate remedy of law, such that school could not demonstrate village was unjustly enriched.

Affirmed; sanctions denied.

**Procedural Posture(s):** On Appeal; Judgment; Motion for Declaratory Judgment; Motion for Summary Judgment.

West Headnotes (35)

### [1] Summary Judgment — In conjunction with right to judgment as matter of law

A genuine issue of material fact precluding summary judgment exists where material facts are disputed or reasonable persons may draw different inferences from undisputed facts. [735 Ill. Comp. Stat. Ann. 5/2-1005\(c\)](#).

### [2] Summary Judgment — Clarity, Certainty, or Doubt

Because summary judgment is a drastic means of disposing of litigation, it should be granted only where the movant's right is clear and free from doubt. [735 Ill. Comp. Stat. Ann. 5/2-1005\(c\)](#).

[3] **Summary Judgment** Favoring nonmovant; disfavoring movant  
**Summary Judgment** Materials Considered

In considering a motion for summary judgment, a court must construe the pleadings, depositions, admissions, and affidavits strictly against the movant. 735 Ill. Comp. Stat. Ann. 5/2-1005(c).

[4] **Contracts** Grounds of action

To establish breach of contract, a plaintiff must prove a valid and enforceable contract exists, the plaintiff substantially performed the contract, the defendant committed a breach of contract, and damages resulted.

[1 Case that cites this headnote](#)

[5] **Education** Making, requisites, and validity  
**Municipal, County, and Local Government** Conformity to provisions of law authorizing contract or improvement  
**Public Contracts** Validity and Sufficiency of Contract

Requirement in agreement between school and village that school would waive its right to property tax exemption for school's land parcel despite having a school on the parcel was contrary to public policy as set forth in the Illinois Constitution and the Tax Code, and agreement was therefore void ab initio; Illinois Constitution allowed the General Assembly to exempt property used for school purposes from taxation, and Tax Code provided that all property of schools were exempt. Ill. Const. art. 9, §§ 4(a, b, c), 6; 35 Ill. Comp. Stat. Ann. 200/15-35.

[More cases on this issue](#)

[6] **Contracts** Public Policy in General

A private contract or provision thereof will not be declared void as contrary to public policy unless it is clearly contrary to what the Illinois Constitution, statutes, or judicial decisions have declared to be public policy or it is clearly shown that the contract is manifestly injurious to the public welfare.

[More cases on this issue](#)

[7] **Contracts** Violation of Statute  
**Contracts** Public Policy in General

A promise or other term of an agreement is unenforceable on grounds of public policy if legislation provides that it is unenforceable or the interest in its enforcement is clearly outweighed in the circumstances by a public policy against the enforcement of such terms.

[More cases on this issue](#)

[8] **Contracts** Estoppel and Ratification  
**Contracts** Effect of invalidity

The difference between a contract that is merely voidable and one that is void ab initio is that the former may be ratified and enforced by the obligor, though not by a wrongdoer, while the latter cannot.

[1 Case that cites this headnote](#)  
[More cases on this issue](#)

[9] **Contracts** → Violation of Statute

200/15-35.

A statute passed to protect the public cannot be rewritten by private contract because, in part, the members of the public protected by the statute are not and cannot be made parties to such a contract.

[10] **Appeal and Error** → Contracts

Whether a contract violates public policy is a question of law reviewed de novo.

[11] **Zoning and Planning** → Complete prohibition of use within municipality  
**Zoning and Planning** → Schools and education  
**Zoning and Planning** → Schools and education

While schools are subject to municipal zoning and land use ordinances, a municipality may not bar a school from within its boundaries or a zoning district thereof, nor deny a variance, solely because the tax exemption may be burdensome.

[12] **Taxation** → Schools, Colleges and Universities, and Property Used for Educational Purposes

Parcel of real property owned by school was tax exempt, even though school and village entered into agreement that school would waive its right to property tax exemption; school operated a school on the parcel, tax code was clear that real property of a school was tax exempt, and Department of Revenue granted school's exemption and found agreement waiving exemption void. 35 Ill. Comp. Stat. Ann.

[13] **Education** → Making, requisites, and validity  
**Municipal, County, and Local Government** → Effect of invalidity; void or voidable contract  
**Public Contracts** → Validity and Sufficiency of Contract

Unconscionable and unenforceable provision in agreement between school and village, in which school agreed to waive its right to property tax exemption, was not severable from the agreement, the purpose and function of which was to implement the unenforceable provision, and thus entire agreement was unenforceable; voidness of the unenforceable provision rendered entire agreement void, and only one provision that was not in furtherance of the unenforceable provision addressed reduction in assessed valuation, which would not have been required if the purported tax exemption waiver did not exist.

[More cases on this issue](#)

[14] **Contracts** → Severability

In determining whether it is appropriate to sever an unconscionable provision from an agreement and enforce the remainder of the agreement, courts consider whether the provisions operate independently of each other or whether the provisions not found invalid are so closely connected with the unenforceable provisions that to sever the unenforceable provisions and enforce the remainder of the agreement would be essentially rewriting the agreement.

[More cases on this issue](#)

[15] **Contracts** → Entire or Severable Contracts

A contract is not divisible or severable if the parties assented to all the promises as a single whole so that there would have been no agreement at all if any promise or set of promises were struck out.

which school waived its right to property tax exemption, as against public policy would have itself been contrary to public policy, and thus indemnification clause of forbearance agreement between village and school was void and unenforceable; requiring school to indemnify village for school's successful suit would have had the chilling effect of discouraging parties from bringing legal challenges to agreements that were contrary to public policy.

[More cases on this issue](#)

[16] **Contracts** → Effect of Illegality

Contract that is void ab initio is treated as though it never existed and cannot be enforced by either party.

[4 Cases that cite this headnote](#)  
[More cases on this issue](#)

[19] **Municipal, County, and Local Government** → Time for proceedings; limitations and laches

Five-year statute of limitations for actions on unwritten contracts and civil actions not otherwise provided for did not apply to claim that agreement between village and school, in which school agreed to waive its property tax exemption, was void ab initio. 735 Ill. Comp. Stat. Ann. 5/13-205.

[More cases on this issue](#)

[17] **Education** → Making, requisites, and validity  
**Zoning and Planning** → Schools and education

Village could not enforce school's development permit that incorporated void and unenforceable agreement that school would waive its right to property tax exemption; enforcing permit would have effectively been enforcing a void and unenforceable agreement, and there was no allegation that school had otherwise violated the permit.

[More cases on this issue](#)

[20] **Motions** → Construction and operation of orders in general  
**Statutes** → Effect of Total Invalidity

Statutes that are unconstitutional on their face are void ab initio and they and court orders void ab initio may be challenged at any time in any court with jurisdiction.

[4 Cases that cite this headnote](#)

[18] **Education** → Making, requisites, and validity  
**Municipal, County, and Local Government** → Guaranties, indemnity, and stipulations for repairs

Requiring school to indemnify village for school's successful challenge to agreement, in

[21] **Limitation of Actions** → Nature of statutory limitation

Statutes of limitation applicable to common-law claims, as opposed to statutory claims, are not jurisdictional.

[22] **Municipal, County, and Local Government** ⚡ Time for proceedings; limitations and laches  
**Zoning and Planning** ⚡ Time for Proceedings

Ninety-day limitation period for challenges to municipal zoning decisions did not apply to school's constitutional and public policy claims against village with respect to agreement between school and village in which school agreed to waive its property tax exemption; school did not seek judicial review of the permit, and school sought a declaration as to the validity of the agreement and relief from alleged ongoing harm.

[More cases on this issue](#)

[23] **Declaratory Judgment** ⚡ Limitations and laches

School's twenty-year delay in bringing action seeking declaration as to validity of agreement between village and school, in which school agreed to waive its property tax exemption did not prejudice village such that laches did not bar school's claim; village arguably profited by the delay to the extent that school was paying property taxes instead of utilizing its exemption, and to the extent that village was not paid property taxes when it billed school, village was no worse off than if school filed its lawsuit or its exemption application years ago.

[More cases on this issue](#)

[24] **Equity** ⚡ Prejudice from Delay in General

"Laches" is equitable affirmative defense requiring party raising it to show unreasonable delay in bringing action and that delay caused prejudice.

[25] **Appeal and Error** ⚡ Grounds of Review  
**Appeal and Error** ⚡ Completeness; partial or incomplete record



The appellant has the burden of presenting a sufficiently complete record to support its claim of error, and any doubts that arise from an incomplete record will be resolved against the appellant. *Ill. Sup. Ct. R. 323*.

[26] **Pretrial Procedure** ⚡ Insufficiency in general

A motion brought under rule governing motions with respect to pleadings challenges the legal sufficiency of a pleading by alleging defects on its face. *735 Ill. Comp. Stat. Ann. 5/2-615*.

[27] **Pretrial Procedure** ⚡ Availability of relief under any state of facts provable

A cause of action should not be dismissed under rule governing motions with respect to pleadings unless it is clearly apparent that no set of facts can be proved that would entitle the claimant to recovery. *735 Ill. Comp. Stat. Ann. 5/2-615*.

[28] **Pretrial Procedure**  Affirmative Defenses, Raising by Motion to Dismiss  
**Pretrial Procedure**  Matters Deemed Admitted

A motion for involuntary dismissal based upon certain defects or defenses admits the legal sufficiency of the pleading but raises a defense that allegedly defeats it. 735 Ill. Comp. Stat. Ann. 2-619.



[31] **Unjust Enrichment and Constructive Contracts**  Elements of unjust enrichment in general

To prevail on a claim for unjust enrichment, a plaintiff must show that the defendant retained a benefit to the plaintiff's detriment and that the retention violates fundamental principles of justice, equity, and good conscience.

[2 Cases that cite this headnote](#)  
[More cases on this issue](#)


[29] **Appeal and Error**  Dismissal and nonsuit in general

On review of the disposition of a motion with respect to pleadings or a motion for involuntary dismissal based upon certain defects or defenses, appellate courts accept as true all well-pled facts and all reasonable inferences that may be drawn from them, and appellate courts construe the allegations in a complaint or counterclaim in the light most favorable to the claimant. 735 Ill. Comp. Stat. Ann. 2-619, [5/2-615](#).

[32] **Unjust Enrichment and Constructive Contracts**  Nature and Grounds of Liability  
**Unjust Enrichment and Constructive Contracts**  Legal or equitable nature of remedy

Unjust enrichment is an equitable remedy based upon a contract implied in law, available only when no express contract governs the parties' relationship and there is no adequate remedy at law.

[3 Cases that cite this headnote](#)  
[More cases on this issue](#)

[30] **Appeal and Error**  De novo review  
**Appeal and Error**  Dismissal or nonsuit

Appellate Court reviews de novo a dismissal under rules governing motions with respect to pleadings and motions for involuntary dismissal based upon certain defects or defenses; Appellate Court may affirm dismissal on any basis supported by record, and disposition is without regard to trial court's reasoning. 735 Ill. Comp. Stat. Ann. 2-619, [5/2-615](#).

[33] **Unjust Enrichment and Constructive Contracts**  Claims Against Government or Public Entities

School's ability to apply for property tax exemption under the tax code much earlier than it did was an adequate remedy at law that would have rendered school free of property taxes, and thus school could not demonstrate that village was unjustly enriched due to property tax payments school made to village in accordance with agreement that school would waive its property tax exemption; school applied for and received its exemption before the trial court

declared void the agreement between village and school.

[More cases on this issue](#)

[34] **Municipal, County, and Local Government** ⚡ Time for proceedings; limitations and laches

Dismissal of school's claim against village for unjust enrichment, brought 20 years after agreement that school would waive its right to property tax exemption, on basis of laches was warranted; school unreasonably delayed bringing judicial challenge to agreement, school knew when it signed agreement that it purportedly waived its property tax exemption, village was prejudiced in that property tax revenue from school added up for those years in which school paid property taxes, trial court could have concluded on record that school allowed its damages for unjust enrichment to accumulate for many years to village's detriment, and analysis of laches changed when looking at damages for unjust enrichment instead of school's initial complaint seeking declaratory judgment and injunctive relief.

[More cases on this issue](#)

[35] **Costs, Fees, and Sanctions** ⚡ Taxation

Sanctions against village were not warranted for its arguments that agreement between village and school, in which school waived its property tax exemption, was valid; village did not make a frivolous or bad-faith argument, no state constitutional provision or statute expressly provided that the right to property tax exemption was unwaivable, and courts in other states have found property tax exemptions waivable by agreement. Ill. Sup. Ct. R. 375(b).

[More cases on this issue](#)

\*1172 Appeal from the Circuit Court of Cook County. No. 18 CH 2949, Honorable [Sanjay T. Tailor](#), Judge presiding.

**Attorneys and Law Firms**

[Allen Wall](#), [Gregory T. Smith](#), and [Caitlyn R. Culbertson](#), of Klein, Thorpe & Jenkins, Ltd., of Chicago, for appellant.

[John W. Mauck](#), of Mauck & Baker, LLC, of Chicago, for appellee.

[Christine L. Self](#), of the Illinois Municipal League, of Springfield, amicus curiae.

**OPINION**

JUSTICE [HARRIS](#) delivered the judgment of the court, with opinion.

\*\*434 ¶ 1 Plaintiff Keystone Montessori School (Keystone) brought suit against defendant the Village of River Forest (Village) concerning agreements between Keystone and the Village and a development permit issued by the Village that, in relevant part, required otherwise tax-exempt Keystone to waive its right to a property tax exemption. The Village brought counterclaims to enforce the agreements and permit. The circuit court issued orders granting Keystone summary judgment on its claim that the agreements were against public policy, granting summary judgment for Keystone on the Village's counterclaims, and granting the Village's motion to dismiss Keystone's unjust enrichment claim. On appeal, the Village contends that the court erred in (1) determining that there were no genuine issues of material fact regarding Keystone's property tax status, (2) failing to determine that Keystone's complaint was barred by limitations and the doctrine of *laches*, (3) determining that the agreements were void for being against public policy, and (4) denying the Village's counterclaims. On cross-appeal, Keystone contends that (1) the trial court erred in denying its unjust enrichment claim and (2) this

court should sanction the Village for making frivolous or bad-faith arguments in its appellate brief. For the reasons stated below, we affirm the judgment of the circuit court and deny sanctions.

## ¶ 2 I. JURISDICTION

¶ 3 Upon Keystone's 2018 complaint (six counts as amended) and the Village's counterclaims as amended, two of Keystone's claims were dismissed in the federal district court in July 2018 while the case was removed there. Following remand to the Illinois courts, the circuit court granted summary judgment for Keystone on one of its claims in April 2019. The court granted summary judgment for Keystone and denied summary judgment for the Village on all of the Village's counterclaims in May 2019. The court granted the Village's motion to dismiss Keystone's sixth claim and dismissed Keystone's two remaining undisposed claims as moot on September 13, 2019. The Village filed its notice of appeal on October 2, 2019, and Keystone filed its notice of cross-appeal on October 11, 2019. Accordingly, this court has jurisdiction in this matter pursuant to [article VI, section 6, of the Illinois Constitution \(Ill. Const. 1970, art. VI, § 6\)](#) and [Illinois Supreme Court Rules 301](#) (eff. Feb. 1, 1994) and [303](#) (eff. July 1, 2017) governing appeals in civil cases.

## ¶ 4 II. BACKGROUND

¶ 5 In 1998, Keystone applied to the Village to operate a school on a parcel of land in the Village that was leased and then owned by Keystone. The parcel was zoned by the Village zoning ordinance for commercial uses, and a school was not a permitted or special use thereof. The Village **\*1173 \*\*435** and Keystone signed agreements as conditions of the Village possibly issuing a planned development permit (Permit) to Keystone to operate a school on the parcel. The Permit was issued in November 1998 by Village ordinance, and the agreements and Permit imposed various conditions on Keystone, one of which was that it would not apply for an exemption on its property taxes for the parcel. Keystone did not apply for a property tax exemption until April 2018, and it was granted in November 2018.

### ¶ 6 A. Complaint

¶ 7 Keystone filed its complaint for declaratory judgment and damages in March 2018, alleging that it is a nonprofit corporation recognized as tax-exempt by the Internal Revenue Service in 1995. It operated in the Village in rented space from 1994 until 1997 when it agreed with a local school district to purchase a former public school. However, the Village board "favored a different plan" to have residences on that land "in order to convert a tax-exempt site into a tax-producing site." Thus, the Village allegedly pressured the school district "to renege on its agreement with Keystone." In July 1998, the Village president urged Keystone to consider the parcel instead, where the Village "had rejected other development projects" so that the parcel had been "vacant for nearly five years." Keystone took possession of the parcel in August 1998, having entered into a lease with an option to buy at the end of the lease in December 1998. Keystone remodeled the parcel and operated a school there from September 1998 onward.

¶ 8 Because a school was not a permitted use of the parcel under the Village zoning ordinance, Keystone and Village agreed that Keystone would apply for a planned development permit and the Village would waive strict compliance with the ordinance in the interim (the Forbearance Agreement). The Village communicated to Keystone for the first time in October 1998 that its use of the parcel would be permitted only if it agreed never to seek a property tax exemption, and Village officials said that the parcel's zoning would not be changed to allow a school unless the parcel continued to generate property tax revenue. As Keystone had remodeled and was running a school on the parcel that it did not want to close, "Keystone yielded to the demands" of the Village. In 1998, the Village's development review board approved Keystone's application with various conditions "and the major demand that" Keystone pay property taxes.

¶ 9 The "Village's demands are detailed in the 'Agreement Regarding Property Taxes' executed on November 23, 1998," (Tax Agreement), providing in relevant part that, as long as Keystone owns or occupies the parcel, it "shall be and remain fully subject to real estate taxes and Keystone shall not seek or accept any exemption from such taxes" and that, if the parcel became tax-exempt, the Permit may be declared void and Keystone would pay the Village \$100,000 annually. Once the Tax Agreement was executed, the Village board adopted an ordinance granting the Permit.

¶ 10 Keystone purchased the parcel in December 1998 with tax-exempt bond financing, which it was still paying at the time of its complaint. Beginning in 2002, Keystone sought to amend the Tax Agreement, noting that it

significantly redeveloped the previously vacant parcel and arguing that Keystone saved more money for taxpayers by educating Village children not at school board expense than it paid the Village in property taxes. “Accordingly, Keystone made formal requests to the Village in 2003, 2004, 2007, 2009, and 2011 to reduce its tax burden.” Keystone had also argued changed circumstances since \*1174 \*\*436 the Tax Agreement: its property taxes had been reassessed and increased substantially, and it faced “fluctuating tuition, decreased fundraising in a tough economic market, and greater restriction on lending by banks.” Keystone suggested that it be allowed to apply for an exemption in exchange for “negotiated payments in lieu of the taxes,” but the Village repeatedly rejected proposals to amend the Tax Agreement.

¶ 11 At the time of the complaint, property taxes on the parcel were “the largest single item” in Keystone’s budget, with an annual tax bill of about \$96,000 and a total of \$1.1 million paid, and it was paying each month \$7958 in bond payments and \$1244 on a loan to pay property taxes and remodeling costs. “The majority of the funds to pay the property taxes come from donations.” Because of these expenses, Keystone had a reduced budget for learning materials, classroom supplies, field trips, teacher pay, and building maintenance. Three other private nonprofit schools operate in the Village, all with property tax exemptions.

¶ 12 Count I of the complaint alleged that the Tax Agreement prohibiting Keystone from applying for a property tax exemption was contrary to public policy, as expressed in the Property Tax Code (Tax Code) provision for tax exemption for school property. 35 ILCS 200/15-35 (West 2018). Count II alleged that Keystone had a constitutional right to seek a tax exemption and the Village was imposing an unconstitutional condition on that right. Count III alleged that the Village conditioning its zoning approval on Keystone waiving its right to an exemption was illegal contract zoning under Illinois law. Count IV alleged that the Tax Agreement was unenforceable as a perpetual contract, which Illinois law looks upon with disfavor. Count V (mistakenly labeled count IV) alleged a violation of Keystone’s right to equal protection of the law by creating a “class of one” or intentionally treating Keystone differently than others similarly situated because Keystone is the only nonprofit the Village required to waive its right to a property tax exemption and the Village had no rational basis for so requiring. Keystone sought a declaratory judgment that the Tax Agreement was void as contrary to public policy, illegal contract zoning, void as an unconstitutional condition, voidable as a perpetual contract, and a violation of Keystone’s right to equal protection. Keystone sought

attorney fees under the Illinois Civil Rights Act of 2003 (Civil Rights Act) (740 ILCS 23/5(c) (West 2018)) and damages of \$1.1 million for property taxes paid.

¶ 13 Attached to the complaint were copies of the Forbearance Agreement, Tax Agreement, and the Village ordinance issuing the Permit. The Forbearance Agreement recited that Keystone wanted to operate a school on the parcel, recognizing it would violate the Village’s zoning ordinance, and thus wanted the Village to refrain from strictly enforcing its ordinance for a short time for Keystone to come into compliance. Keystone agreed not to occupy the parcel after December 1, 1998, without a permit, to maintain the parcel in good repair, to operate the school in compliance with all Village ordinances but the zoning ordinance, and to apply for a permit within 30 days with the understanding that the Village could deny it. The Forbearance Agreement also provided that Keystone would indemnify, defend, and hold harmless the Village in any action or judgment naming the Village arising from or relating to Keystone’s use of the parcel.

¶ 14 The Village ordinance of November 23, 1998, granted the Permit, approving use of the parcel as requested by Keystone subject to conditions including a sprinkler \*1175 \*\*437 system and a privacy fence and that Keystone “enters into the attached” Tax Agreement “and continues to abide by” it.

¶ 15 The Tax Agreement of November 23, 1998, recited that the Village had been seeking a commercial owner or tenant for the parcel, “derived significant revenues from both sales and property taxes” from the parcel in the past, and wanted the parcel to “remain on the tax rolls.” The agreement also recited that the parcel was zoned commercial, that a school was a prohibited use thereon, and that Keystone president Victoria Shea represented on October 15, 1998, to the Village’s development review board and November 9, 1998, to the Village board that Keystone intended to pay property taxes and would not seek or accept a property tax exemption. Keystone agreed to not seek or accept a property tax exemption as long as it owned, occupied, or used the parcel. The Tax Agreement would become part of Keystone’s Permit application and was “a material and significant factor” in the Village board’s consideration of the application, which the board had discretion to grant, deny, modify, or subject to conditions. Keystone would be free to seek a reduction in valuation, with notice to the Village. If the parcel became tax-exempt, the Village could void the Permit and enforce its zoning ordinance accordingly, and Keystone would owe the Village \$100,000 for each year the parcel was exempt. If Keystone did not pay the latter, the Village would receive liquidated damages of

\$500,000. Keystone would confess any judgment the Village sought and not contest it at trial or by appeal. Keystone “stipulates that it has not been coerced to execute this agreement either by the Village or any circumstance” and that its counsel and board reviewed and approved the Tax Agreement. The Tax Agreement would terminate if Keystone ceased using the parcel as a school and either conveyed title to the parcel to a person or entity other than a subsidiary or successor of itself, or permanently vacated the parcel.

¶ 16 B. Removal and Remand

¶ 17 The Village removed the case to federal court in March 2018 on the basis that counts II and V of the complaint raised federal claims. The Village filed a motion to dismiss, arguing in relevant part that counts II and V failed to state federal claims upon which relief could be granted.

¶ 18 In July 2018, the federal court granted the motion regarding counts II and V. *Keystone Montessori School v. Village of River Forest*, 316 F. Supp. 3d 1061 (N.D. Ill. 2018). While count II alleged an unconstitutional condition, the right that the Village allegedly coerced Keystone to waive was not a constitutional right but one arising under Illinois law, specifically the Tax Code. *Id.* at 1064-65. Count V raised a class-of-one equal protection claim, alleging that the Village singled out Keystone as the only nonprofit required to forfeit its property tax exemption as a condition of operation. However, as the complaint acknowledged, absent the Permit,

“the Village’s zoning ordinance prohibits the operation of a school on the property Keystone currently owns and occupies. In other words, by granting the permit, the Village actually singled out Keystone for *favorable* treatment, authorizing it to operate at a location where it was otherwise prohibited by the Village’s generally-applicable zoning ordinance.” (Emphasis in original.) *Id.* at 1066.

Also, nothing in the complaint indicated that there was another nonprofit operating in the Village in a location where its activities would otherwise be prohibited by Village zoning ordinance, so that the complaint failed to “raise a plausible inference that the Village has treated a similarly \*1176 \*\*438 situated entity differently from how it has treated Keystone.” The two federal claims being dismissed, the federal court remanded the case to the Illinois courts. *Id.*

¶ 19 C. Proceedings Following Remand

¶ 20 In July 2018 following remand to the circuit court, Keystone filed a motion for a preliminary injunction against the Village enforcing the Tax Agreement, Forbearance Agreement, and Village zoning ordinance against Keystone. Keystone argued that the Tax Agreement violated public policy, constituted illegal contract zoning, and was an invalid perpetual contract. Keystone alleged that, since filing its complaint, the Village was opposing Keystone’s application for a property tax exemption, the mortgage holder for the parcel was foreclosing, and the parcel’s unpaid taxes had been purchased by a tax buyer. The “Village’s opposition has created significant uncertainty” for parents, students, and faculty of Keystone’s school, and Keystone would suffer irreparable harm by “the loss of students and faculty, damage to reputation, possible foreclosure of its property, a tax sale of its property, and the frustration of its mission to educate.”

¶ 21 Attached to the motion in addition to the Tax Agreement and Forbearance Agreement was the July 2018 signed statement of Keystone president Shea. Keystone leased the parcel with the right to purchase, renovated the parcel, and opened a school in September 1998 and agreed with the Village that Keystone would apply for the Permit. In early October 1998, the Village told Keystone that the school would be permitted on the parcel only if Keystone “agreed to never seek a property tax exemption,” and Village officials told Keystone that the parcel’s zoning would be changed to allow the school only if the parcel was generating property tax revenue and that the Village would not permit Keystone to occupy the parcel until Keystone “agreed to the demands.” The Village’s development review board ruled on October 15, 1998, that use of the parcel as a school complied with the relevant zoning criteria subject to conditions “and the major demand that [Keystone] pay property taxes despite its compatibility with zoning.” The school had paid about \$1.1 million in property taxes over 20 years, owed \$143,313.45 in property taxes for tax years 2016 and 2017, and the parcel’s delinquent taxes were sold on May 7, 2018, according to county records. Keystone had 18 employees including 8 teachers and had educated 3268 students in 20 years including 697 from the Village. Because of the Tax Agreement, Keystone had a reduced budget for learning materials, classroom supplies, field trips, teacher pay, and building maintenance.

¶ 22 The Village appeared and filed a motion to dismiss the complaint. The Village argued that the 2018 complaint was raising claims arising out of the Tax Agreement entered into in November 1998 but subject to

either a 5-year or 10-year limitation period (735 ILCS 5/13-205, 13-206 (West 2018)). Similarly, the Village argued that Keystone failed to seek relief from the Permit and Tax Agreement in the years between 1998 and 2018. Noting that counts II and V had been dismissed in federal court, the Village argued that the remaining counts did not state claims upon which relief could be granted because (1) a landowner may not agree to conditions to obtain a zoning variance, receive the benefits of the variance, and then dispute the conditions; (2) for count I regarding public policy, the Tax Code provision for tax exemptions does not create a public policy that a tax-exempt entity cannot waive or contract away its right to an exemption; (3) said counts challenged the Tax Agreement, in which Keystone knowingly waived the rights it was now seeking to enforce; and \*1177 \*\*439 (4) Keystone failed to allege facts showing that the Tax Agreement was arbitrary and capricious as would be required for its contract zoning claim in count III. Lastly, the Village argued that Keystone should be denied attorney fees under the Civil Rights Act because the remaining contract-related counts did not raise constitutional claims.

¶ 23 The Village also responded to Keystone’s motion for a preliminary injunction, arguing that an injunction against the Village enforcing the Tax Agreement would be futile because the Village has a right independent of the Tax Agreement to appear before the property tax authorities and contest Keystone’s application for an exemption. Also, Keystone can apply for an exemption without obtaining relief from the Tax Agreement if it ceases using the parcel as a school. Keystone would not suffer irreparable harm, as its exemption application had not been approved, its foreclosure arose in a context where it was not paying its property taxes and still did not have enough money to pay its other obligations, and uncertainty among school parents and staff arose from that inability to pay obligations rather than from the Village’s opposition to the exemption application. “A solution to Keystone’s financial problems does not lie with this Court. This Court cannot give Keystone a property tax exemption nor can it provide any relief from the foreclosure action.” The Village argued that Keystone cannot be irreparably harmed if “it has been sitting on its alleged rights for twenty (20) years.” The Village also argued that Keystone could not demonstrate a likelihood of success on the merits for the reasons stated in the Village’s motion to dismiss. Lastly, the balance of the harms was against an injunction because Keystone was seeking to keep the benefits of its Permit without its obligations under the Tax Agreement, and the public interest in the Village being able to adopt and enforce a zoning ordinance and development policy was against an injunction.

¶ 24 Keystone responded to the motion to dismiss. It argued that limitations or *laches* cannot be used to dismiss claims that a contract is void *ab initio* or illegal and that the Village was engaging in a continuing violation of Keystone’s rights so that limitations did not apply. Keystone argued that it stated claims upon which relief can be granted. The doctrine that one cannot challenge conditions on a variance from which one has received benefits does not encompass conditions that are illegal or violate public policy. The Tax Code does not expressly provide nor preclude a claim that the Tax Agreement violates public policy, and courts in other states have held that a school’s right to a tax exemption benefits the public and supersedes a municipality’s zoning authority or contractual rights. Contract zoning is illegal when a local government extracts an agreement or condition from a landowner unrelated to the merits of the landowner’s zoning application, and the condition at issue here was unrelated because the parcel could be used for tax-exempt purposes other than a school without waiving the property tax exemption. Keystone could seek attorney fees under the Civil Rights Act because it did not have only contract claims; that is, the federal district court had not disposed of Keystone’s count II unconstitutional condition claim or count V equal protection claim under the Illinois Constitution but only under the federal constitution.

¶ 25 Keystone also replied in support of its motion for a preliminary injunction. Its motion was not futile because it was seeking not only to bar the Village from enforcing the Tax Agreement but for the court to declare the Tax Agreement illegal. Keystone had a clearly ascertained right under \*1178 \*\*440 the Tax Code to apply for and receive an exemption. The Tax Agreement could not be terminated at any time as the Village argued because Keystone could terminate it only by ceasing to use the parcel as a school and ceasing to occupy the parcel, which would be burdensome. Even if Keystone received its exemption despite the Village’s opposition, the Tax Agreement would impose “severe penalties” unless declared invalid. Keystone would suffer irreparable harm absent an injunction because relief from the Tax Agreement would allow Keystone to spend money it would otherwise spend on property taxes upon its other debts and would place Keystone in a better position regarding its foreclosure. As to the balancing of harms, the Village was not harmed. The parcel could have been used for a tax-exempt purpose other than a school as a special use under the Village zoning ordinance, and the criteria in the ordinance for approving special uses do not include property taxes. Also, the Village president in 1998 had suggested the parcel to Keystone and then demanded Keystone waive its tax exemption. As Keystone had

remodeled the parcel and opened its school by the time of the latter, Keystone “had no choice” but to comply with the Village’s demands. Also, a contract that is against public policy is void even if not the result of coercion.

¶ 26 The Village replied in support of its motion to dismiss. It argued that even constitutional rights can be waived, that Keystone’s right to a tax exemption is merely statutory, and that a contract is not coerced merely by “hard bargaining” or the pressure of financial circumstances. It argued that there was no continuing violation of Keystone’s rights for limitation purposes because the alleged harms to Keystone all arose from the agreements signed and the Permit issued in 1998, not any subsequent actions by the Village. The Village argued that the Tax Agreement and waiver of tax exemption were valid conditions for issuing the Permit so Keystone could not both operate a school under the Permit and violate its conditions. It argued that contract zoning is not illegal unless arbitrary and capricious but that Keystone had not pled facts sufficient to show that the Tax Agreement was arbitrary or capricious. For instance, it was speculative that another nonprofit tax-exempt entity would have been allowed to use the parcel without a similar exemption waiver. Lastly, Keystone’s constitutional claims under counts II and V were disposed of by the federal court ruling because Illinois analyzes equal protection claims the same whether under the Illinois or United States Constitution.

¶ 27 In September 2018, the court denied Keystone’s motion for a preliminary injunction and the Village’s motion to dismiss “except for the dismissal of attorney fees.” The court found that a limitations defense does not bar a claim that a contract is void for being contrary to public policy.

#### ¶ 28 D. Answer and Counterclaims

¶ 29 The Village answered the complaint and filed affirmative defenses. The Village denied or demanded strict proof of the allegations except to admit that copies of the Forbearance Agreement and Tax Agreement were correct and that the Village adopted the ordinance granting the Permit. Keystone purchased the parcel in December 1998 with tax-exempt bond financing and operated on the parcel since that time; Keystone requested in 2003 onward “to reduce its tax burden,” and three private nonprofit schools operated in the Village and received a property tax exemption. The Village noted that it was not answering counts II or V of the complaint, **\*1179 \*\*441** as the federal district court had dismissed

them.

¶ 30 The first affirmative defense was limitations, specifically that Keystone and the Village entered into the Tax Agreement in November 1998 and contract-based claims have limitation periods of 10 years for breach of a written contract or 5 years for claims other than a breach of contract and that there is a limitation period of 90 days for zoning challenges. The second was *laches*, specifically that Keystone knew from when it entered into the Tax Agreement in 1998 that it could not apply for an exemption for the parcel as long as it was used for a school and that it knew of its alleged injuries from 2003 but did not exercise due diligence in bringing its complaint, which prejudiced the Village in that it did not pursue commercial uses for the parcel. The third was pursuant to the Local Governmental and Governmental Employees Tort Immunity Act (Immunity Act), specifically that a local government is not liable for an injury caused by (1) adopting or failing to adopt an enactment or (2) issuing or denying a permit, license, or similar authorization where the local government is authorized to determine whether the authorization is issued or denied. [745 ILCS 10/2-103, 2-104](#) (West 2018). The fourth was failure to exhaust administrative remedies under the Tax Code by not filing for a property tax exemption from 1998 until it filed for an exemption in 2018.

¶ 31 The Village also filed counterclaims. It alleged that Keystone owned the parcel and operated a school there since September 1998, the parcel is in a commercial zone “C-1” where schools are not a permitted or special use, Keystone could not operate a school on the parcel without Village approval, and the Village approved the school by adopting the ordinance granting the Permit in November 1998. Keystone entered with the Village into the Forbearance Agreement in 1998 and the Tax Agreement in November 1998 “by its own free will and without coercion,” the Village performed its obligations under both agreements, and Keystone benefited by both agreements. The Permit was issued with conditions including that Keystone abide by the Tax Agreement, and the Permit is void if Keystone violates any of those conditions. The Forbearance Agreement in relevant part required Keystone to obtain the Permit before occupying the parcel as a school after December 1, 1998, and to indemnify and hold harmless the Village from any action or judgment with the Village as a named party arising from or relating to Keystone using the parcel as a school. The Tax Agreement provided in relevant part that the parcel shall be subject to property taxes as long as Keystone owns or occupies it as a school, Keystone will not seek or accept a property tax exemption for the parcel,

the Tax Agreement is a “material and significant factor” in the Village considering the Permit but does not require the Village to grant the Permit, and if the parcel becomes tax exempt the Permit may be declared void and Keystone would be obligated to pay Village \$100,000 for each year with an exemption.

¶ 32 Count I of the counterclaims alleged breach of the Tax Agreement when Keystone stated in its complaint that it was terminating the Tax Agreement and when it filed for a tax exemption. Count I sought attorney fees and costs and a declaratory judgment and injunction that the Tax Agreement is valid, Keystone breached the Tax Agreement, Keystone was forbidden to pursue its application for a tax exemption or accept an exemption, and Keystone must withdraw its application. Count II alleged breach of the Tax Agreement and the conditions of the Permit and sought a similar declaratory judgment, injunction, **\*1180 \*\*442** attorney fees, and costs. Count III alleged breach of the indemnification clause in the Forbearance Agreement and sought attorney fees and costs and a declaratory judgment and injunction that the Forbearance Agreement was valid and that Keystone should indemnify the Village.

¶ 33 By leave of court in February 2019, the Village filed an additional counterclaim, that is, count IV, alleging Keystone violated the Permit. By statute, municipal zoning ordinances can establish standards for approving special uses and may subject approval of a special use upon conditions reasonably necessary to meet those standards. See [65 ILCS 5/11-13-1.1 \(West 2018\)](#). The Village granted Keystone the Permit in November 1998 and amended it in January 2003 at Keystone’s behest. One of the conditions in the Permit was entering into the Tax Agreement. Keystone operated a school on the parcel pursuant to the Permit for 20 years and thereby bound itself to accept the conditions of the Permit including the Tax Agreement, and it challenged the Tax Agreement but not the Permit. Keystone obtained a property tax exemption in December 2018 and thereby violated the Tax Agreement and the Permit. The Village sought to declare the Permit void and revoked, to order Keystone to cease operation of the school on the parcel from July 31, 2019, onwards, and to impose a fine of up to \$750 daily for violating the Permit from Keystone’s exemption application of March 28, 2018, onwards.

¶ 34 E. Answer to Counterclaims

¶ 35 Keystone answered the Village’s counterclaims and affirmative defenses. Keystone admitted that it owned the

parcel and operated a school there since September 1998 and that the parcel is in commercial zone “C-1” where schools are not a permitted or special use, but it added that other tax-exempt uses are permitted in the C-1 zone. Keystone maintained that it conformed to all zoning requirements when the Permit was issued but that “forfeiture of real estate tax exemption is not a zoning requirement.” Keystone “may have had a constitutional right to zoning approval” for the parcel, and the students, parents, and faculty of Keystone’s school “have civil liberties which outweigh zoning considerations.” Keystone admitted signing the Forbearance Agreement and Tax Agreement but maintained that they incorporated documents by reference that the Village did not attach to its pleadings, and it denied that it signed either agreement by free will without coercion and that the Village had any clear obligations to perform under either agreement. Keystone maintained that waiving its right to a tax exemption was an unconstitutional and illegal condition of the Permit. Keystone argued that “the Village required it to file for [the] Permit after it had already moved into its property, made renovations, and started classes” and that “the illegality of the [Permit] derives from its violation of public policy not from the fact that it was coerced by the Village.” Keystone denied each of the counts of the counterclaim insofar as its actions including applying for and receiving a tax exemption did not violate void or unlawful agreements and a void or unlawful Permit condition.

¶ 36 Keystone replied to the first affirmative defense of limitations that the federal district court decision was not binding on the circuit court, the affirmative defense was based on legal conclusions, Keystone was not raising only contract-related claims, and the court had already denied a limitation claim in denying the motion to dismiss. As to the second affirmative defense of *laches*, Keystone replied that it was based on legal conclusions and denied that it failed to act with due diligence or **\*1181 \*\*443** that the Village was prejudiced thereby. As to the third affirmative defense of the Immunity Act, Keystone replied that it was based on legal conclusions and maintained that the Immunity Act does not apply to contractual liability and damages. As to the fourth affirmative defense of failure to exhaust administrative remedies, Keystone replied that it did not apply for a property tax exemption until 2018 because of the provisions of the Tax Agreement.

¶ 37 F. Partial Summary Judgment for Keystone

¶ 38 Keystone filed a motion for partial summary

judgment on counts I and III of its complaint in January 2019. Regarding count I, Keystone argued that the Tax Agreement was void *ab initio* as contrary to public policy, as expressed in the Illinois Constitution's authorization for property tax exemptions expressly including schools (Ill. Const. 1970, art. IX, § 6) and the Tax Code provision for a property tax exemption for schools (35 ILCS 200/15-35 (West 2018)). Courts in other states had addressed the strong public policy favoring tax exemptions for schools. In particular, a New Jersey case held that the public policy of property tax exemption for schools superseded a municipality's zoning authority. See *Society of the Holy Child Jesus v. City of Summit*, 418 N.J.Super. 365, 13 A.3d 886 (N.J. Super. Ct. App. Div. 2011). Schools provide a public benefit and are granted a tax exemption to further that benefit, so that allowing a school to waive its right to an exemption is not like allowing a defendant to waive his personal right to a jury trial. Allowing a municipality to extract an exemption waiver negatively impacts the vital Illinois constitutional principle of uniform taxation, as "it would make municipalities, not the State, the ultimate arbiters of what is or is not subject to property taxes."

¶ 39 Regarding count III on contract zoning, Keystone argued that the Tax Agreement was an abuse of legislative discretion. Illegal contract zoning occurs when a zoning decision is conditioned on collateral agreements whereby a local government barter its legislative discretion for benefits with no bearing on the merits of the zoning application at issue. The Tax Agreement as a condition of the Permit was exactly that, as Keystone's school on the parcel was found to be consistent with the zoning ordinance and yet the Village refused to grant the permit without the Tax Agreement and exemption waiver.

¶ 40 The Village responded to Keystone's partial summary judgment motion, arguing that nothing in the Tax Code provision for school exemptions prohibits a school from agreeing to waive its exemption. The Tax Agreement was supported by consideration, in that Keystone received the Permit to operate a school on the parcel in exchange for its waiver. The Village argued that Keystone was challenging the Tax Agreement due to its "dire financial situation" and that the Village had not exacerbated that situation but tried to ease by assisting Keystone with bond financing. Keystone's summary judgment motion rested on the assumption that Keystone is entitled to a property tax exemption, but its exemption application was still not final in that the exemption had been granted but the Village was challenging that decision. Keystone's motion cited cases from other states for the proposition that a tax exemption is unwaivable, but the Village argued that "Illinois courts have upheld the

waiver of property tax exemptions made in contracts," citing *In re Application of Clark*, 80 Ill. App. 3d 1010, 36 Ill.Dec. 241, 400 N.E.2d 661 (1980). While the constitution and Tax Code provide for a property tax exemption for schools, the Village argued the right to contract is also a public policy, so that "a genuine legal \*1182 \*\*444 question arises as to whether the [Tax] Agreement represents a violation of public policy such that it should be declared void *ab initio*" and "Keystone's right to summary judgment is not free and clear of doubt."

¶ 41 The Village argued that the Tax Agreement and Permit do not constitute improper contract zoning because a municipality can set standards for special uses and can reasonably condition its approval of a special use on compliance with those standards. Similarly, because the Tax Agreement was a condition for issuing the Permit and Keystone received the benefit of the Permit by operating a school on the parcel, it would be improper to allow Keystone to avoid the condition. By Keystone not asserting its claim that the Tax Agreement was improper until 20 years after signing it and 16 years after seeking to amend it, and by the Village relying on the Tax Agreement by (1) adhering to the Permit when a school on the parcel would otherwise violate the zoning ordinance and (2) assisting Keystone with bond financing (a copy of which was attached to the response), Keystone's claim should be barred under *laches*. Lastly, Keystone's claims should be barred under the five-year limitation period for claims arising under a contract but not alleging a defendant's breach of contract.

¶ 42 Keystone replied in support of its motion for partial summary judgment. It argued that its right to a tax exemption under Illinois law was clear, the right to contract is not absolute but subject to public policy, and the portions of *Clark* supporting the Village's argument are *dicta* so that Keystone can cite persuasive authority from other states. It argued that a municipality can place conditions on zoning or land use approval but not illegal conditions and that the necessity of the condition at issue for public health, safety, and welfare is belied by the fact that tax-exempt uses other than schools are permitted on the parcel. Lastly, the court had already considered and rejected the Village's limitation and *laches* arguments.

¶ 43 In April 2019, the court granted Keystone summary judgment on count I, finding that the Tax Agreement violates public policy: specifically, the Tax Code provision for a property tax exemption for schools (35 ILCS 200/15-35 (West 2018)). The right being protected by that statute is a public right. "In the context of private schools, if those schools weren't there to provide education, then that burden would fall on government.

The purpose of the statute is to promote education and availability of educational institutions in the community.” Also, the court found, the “Village by requiring this *quid pro quo* is negotiating the rights of other taxing bodies of the county or in the community, which would include the county or the school districts,” which “may very well be fully in favor of a tax exemption[ ] for the school because those taxes are viewed as a benefit obtained by another educational institution in the community to far outweigh whatever tax revenue those taxing districts may obtain if the property were taxable.” The court did not reach count III, finding it moot in light of its decision on count I.

¶ 44 G. Summary Judgment on Counterclaims

¶ 45 The Village filed two motions for summary judgment on its counterclaims, one based on its original counterclaims and a second addressing its additional counterclaim IV. It argued that there were no genuine issues of material fact because Keystone had acknowledged signing the Forbearance Agreement and Tax Agreement, which included recitations such as that Keystone’s counsel and board read and approved the agreements and that Keystone president Shea made representations \*1183 \*\*445 to the Village’s development review board and board of trustees that Keystone would pay property taxes and not seek an exemption. In essence, Keystone admitted that it breached the Forbearance Agreement and Tax Agreement but argued that the Tax Agreement is illegal, but it is not illegal for the reasons the Village gave in response to Keystone’s partial summary judgment motion. (That motion had not been decided when the Village filed this motion.) Also, even if the Tax Agreement were illegal in part, the Tax Agreement has a severability clause. Keystone was not challenging the validity of the Forbearance Agreement, so the court should enforce it against Keystone by requiring it to indemnify the Village. Keystone was also not challenging the validity of the Permit, which Keystone violated by seeking and receiving a property tax exemption and by bringing its action against the Village, so the court should declare the Permit void due to Keystone violating one of its conditions.

¶ 46 Keystone responded to the Village’s motions, arguing that the court’s decision on count I of Keystone’s complaint rendered the Village’s counterclaims moot. The Tax Agreement is void *ab initio* and cannot be enforced, and its severability clause does not save it because the aspect of the agreement found void—requiring Keystone to waive its exemption—is the purpose and object of the entire agreement. The Forbearance Agreement requires

Keystone to indemnify the Village for claims regarding the parcel, but since the Tax Agreement violates public policy, it would also violate public policy to require Keystone to indemnify the Village regarding Keystone’s challenge to the Tax Agreement.

¶ 47 The Village replied in support of its summary judgment motions, reiterating its argument that the severability clause in the Tax Agreement saves the portions thereof not found void by the court so that Keystone could still be found to have breached the Tax Agreement by using the parcel as a school and the Village could receive the remedies specified in the Tax Agreement. Enforcing the Forbearance Agreement by requiring Keystone to indemnify the Village would not be against public policy because the Village would not be indemnified for any willful misconduct.

¶ 48 With leave of court, Keystone filed a cross-motion for summary judgment on the Village’s counterclaims. It reiterated its arguments from its response to the Village’s summary judgment motions that the severability clause in the Tax Agreement does not save it and that requiring indemnification regarding an agreement against public policy would itself be against public policy. It argued that it had challenged the validity of the Permit condition incorporating the Tax Agreement, though not the Permit generally, and that the court in finding the Tax Agreement void made a significant finding regarding the validity of that Permit condition. Zoning conditions are allowed in general, but illegal conditions are not, so the legality of the condition incorporating the Tax Agreement must be determined. Also, the Village cannot bind Keystone to recitations in the Tax Agreement, as it is void *ab initio*.

¶ 49 The Village responded to Keystone’s cross-motion, reiterating its earlier arguments regarding severability and indemnification, that Keystone had never challenged the validity of the Permit, and that Keystone should be found to have violated the Permit.

¶ 50 In May 2019, the court denied the Village summary judgment on its counterclaims and granted Keystone summary judgment on the Village’s counterclaims. The court found that the invalid portion of the Tax Agreement prohibiting Keystone \*1184 \*\*446 from seeking or accepting a tax exemption was not severable from the rest of the agreement and thus the Tax Agreement is unenforceable. As to the Forbearance Agreement, it is against public policy to require Keystone to indemnify the Village against Keystone’s own lawsuit challenging an agreement and Permit condition that are against public policy. “It would create a perverse incentive for parties to form contracts that violate public policy and

dis-incentivize attempts to have those contracts declared unenforceable by the Court.” As to count IV of the counterclaims regarding violation of the Permit, the court agreed with Keystone that the Permit condition incorporating the Tax Agreement is invalid so that Keystone did not violate the enforceable remainder of the Permit.

¶ 51 H. Unjust Enrichment & Judgment.

¶ 52 Also in May 2019, Keystone amended its complaint with leave of court to add an unjust enrichment claim, count VI of its amended complaint (though labeled count V). Keystone noted that the court had granted it partial summary judgment, declaring the Tax Agreement void as contrary to public policy. Keystone alleged that in the 10 years preceding its March 2018 complaint, “a substantial portion (about 30%) of the approximately \$150,000 [in] taxes paid by Keystone was unlawfully exacted by the Village” and argued that the Village retaining the benefit of that tax revenue was unjust, inequitable, and unconscionable in light of the Tax Agreement being void. Count VI sought in relevant part “about \$50,000 in illegally extracted real estate taxes,” or more specifically “illegal tax payments from Keystone \*\*\* for that portion of real estate taxes [on the parcel] benefitting the Village paid by Keystone for the years 2007-2016.”

¶ 53 The Village filed a motion to dismiss Keystone’s unjust enrichment claim pursuant to sections 2-615 and 2-619 of the Code of Civil Procedure. [735 ILCS 5/2-615, 2-619](#) (West 2018). The Village first argued that the claim was time-barred under the five-year limitation statute (*id.* § 13-205) because Keystone knew the facts underlying its unjust enrichment claim since 1998. (The Village did not argue *laches* or that it was prejudiced by Keystone’s delay in bringing suit.) The Village also argued that Keystone had adequate legal remedies so that unjust enrichment was inappropriate. Keystone could have applied earlier for a tax exemption, and the Village noted that Keystone applied for an exemption in 2018 before the court had declared the Tax Agreement void. Keystone also could have challenged the Permit condition in administrative review but did not. Lastly as to available remedies, Keystone could have terminated the Tax Agreement. The Village argued that Keystone made its property tax payments voluntarily; such payments cannot be recovered absent fraud, coercion, or mistake of fact; and unobscured facts when the underlying agreement is accessible do not constitute mistake of fact. The Village also argued that Keystone cannot be awarded damages for property taxes Keystone did not pay, as in 2016.

¶ 54 As to failure to state a claim upon which relief can be granted, the Village argued that an unjust enrichment claim exists when a defendant unjustly retains a benefit to the plaintiff’s detriment and that retention violates the principles of justice, equity, and good conscience. It is insufficient that a party retained a benefit unless that retention was unjust. The Village argued that Keystone failed to establish that the Village had a duty to act or violated such a duty. Instead, the Village “upheld its end of the [Tax] Agreement for over twenty (20) years and continues to do so.” A plaintiff seeking equitable restitution \*1185 \*\*447 must show that it conferred some benefit on the other party and was denied compensation by no fault of its own, but Keystone received a benefit in that it could not have operated a school on the parcel without the Permit, for which the Tax Agreement was a condition.

¶ 55 Keystone responded to the Village’s motion to dismiss. It argued that its unjust enrichment claim was not time-barred because the Village was citing the five-year limitation period and Keystone was not seeking return of its payments earlier than the preceding five years. It argued that cases cited by the Village for the proposition that unjust enrichment is unavailable when an adequate remedy at law exists were inapposite because they concerned the existence of a valid express contract, which did not exist here due to the Tax Agreement being void. While the Village did not assess property taxes on Keystone, it was retaining a benefit it would be inequitable for it to retain. The Village could not argue that Keystone had its remedy in applying for an exemption when it also argued that the Tax Agreement forbade it from—and imposed a significant penalty for—applying. Keystone did not pay its property taxes voluntarily because the voluntary payment rule applies to valid contracts rather than void ones and because the Village demanded the Tax Agreement as a condition of approving a school on the parcel when the school had already opened. Contrary to the Village’s argument that Keystone did not establish its duty to act, Keystone argued that a local government always has the duty to not violate the law. Keystone had met all criteria for issuing the Permit, and the Permit should have been issued without the condition requiring the Tax Agreement. While the Village relies on tax revenue, tax-exempt uses other than schools were allowed on the parcel, so the “Village is therefore willing and able to [forgo] property tax revenue for certain uses and should have done so on an equal basis for the school” of Keystone.

¶ 56 The Village replied in support of its motion to dismiss. It argued that the five-year limitation should bar

the unjust enrichment claim because Keystone was aware of its claim well before the five-year limitation period. It reiterated that Keystone had an adequate remedy at law because it could have challenged the Permit in administrative review but did not and could have filed its exemption application earlier. The Village argued that Keystone paid property taxes voluntarily because it did not pay them under protest as it could have done, and it was not coerced into signing the Tax Agreement because it had the benefit of counsel and had the same information as the Village. The Village should not pay unjust enrichment when both Keystone and the Village benefited from the Tax Agreement and Permit for 20 years, and Keystone indeed benefited because the Permit would not have been issued and the school would not have been allowed on the parcel absent Keystone signing the Tax Agreement.

¶ 57 Keystone filed a motion for summary judgment on its unjust enrichment claim, arguing that, in light of the court's finding that the Tax Agreement was void as contrary to public policy, the "Village has retained, and still retains, years of illegal tax revenue." The purpose of the tax exemption for schools is to allow schools to spend money on education rather than property taxes, and it would be contrary to that purpose to allow the Village to retain the taxes paid by Keystone for the parcel. Similarly, if the Village was allowed to retain the tax revenue from the parcel, other local governments would be incentivized to demand conditions similar to the Tax Agreement and benefit from them until a court stopped them. Unjust \*1186 \*\*448 enrichment can be awarded based on a contract found void as contrary to public policy such as the Tax Agreement. Keystone argued that it was not at equal fault because the Village required it to sign the Tax Agreement after it had remodeled the parcel and opened its school there and because it complied with all conditions of the Permit other than the Tax Agreement. Keystone argued that the Village should have to repay the money it received from the parcel for three of the preceding five years, Keystone not having paid property taxes for the latter two years. Keystone computed that to be \$31,585.68 from the Village's line item on the parcel's tax bills.

¶ 58 On September 13, 2019, the court granted the Village's motion to dismiss the unjust enrichment count and dismissed counts III and IV of Keystone's complaint as moot.

¶ 59 III. ANALYSIS.

¶ 60 On appeal, the Village contends that the trial court erred in (1) determining that there were no genuine issues of material fact regarding Keystone's property tax status, (2) failing to determine that Keystone's complaint was barred by limitations and the doctrine of *laches*, (3) determining that the agreements were void as contrary to public policy, and (4) denying the Village's counterclaims. On cross-appeal, Keystone contends that (1) the trial court erred in dismissing or denying its unjust enrichment claim, and (2) this court should sanction the Village for making frivolous or bad-faith arguments in its appellate brief.

¶ 61 A. Summary Judgments

¶ 62 The Village contends that the trial court erred in granting Keystone's summary judgment motions on count I of Keystone's complaint and on the Village's counterclaims. Specifically, the Village contends that the court erred in (1) determining that there were no genuine issues of material fact regarding Keystone's property tax status, (2) failing to determine that Keystone's complaint was barred by limitations and the doctrine of *laches*, (3) determining that the agreements were void as contrary to public policy, and (4) denying the Village's counterclaims. We shall first address the third point and then the others.

¶ 63 1. General Principles

[1] [2] [3]¶ 64 Both plaintiffs and defendants may file for summary judgment. 735 ILCS 5/2-1005(a), (b) (West 2018). It should be granted only where the pleadings, depositions, admissions, and affidavits on file show that there is no genuine issue of material fact and that the movant is entitled to judgment as a matter of law. *Id.* § 2-1005(c). Summary judgment may be granted on the issue of liability although there is a remaining issue as to the amount of damages. *Id.* A genuine issue of material fact precluding summary judgment exists where material facts are disputed or reasonable persons may draw different inferences from undisputed facts. *Lewis v. Lead Industries Ass'n*, 2020 IL 124107, ¶ 15, 449 Ill.Dec. 195, 178 N.E.3d 1046. Because summary judgment is a drastic means of disposing of litigation, it should be granted only where the movant's right is clear and free from doubt. *Id.* Therefore, we must construe the pleadings, depositions, admissions, and affidavits strictly against the movant. *Id.* We review *de novo* a grant of summary judgment. *Id.*

<sup>[4]</sup>¶ 65 To establish a breach of contract, a plaintiff must prove (1) a valid and enforceable contract exists, (2) the plaintiff substantially performed the contract, (3) the defendant committed a breach of the contract, and (4) damages resulted. \*1187 \*\*449 *Rocha v. FedEx Corp.*, 2020 IL App (1st) 190041, ¶ 95, 444 Ill.Dec. 544, 164 N.E.3d 640.

## ¶ 66 2. Public Policy

<sup>[5]</sup>¶ 67 We consider the central point of contention in this case to be whether the requirement of the Tax Agreement, that Keystone not apply for or accept a tax exemption for the parcel so long as Keystone occupied it and used it as a school, was valid. Keystone sought to declare the requirement invalid, and the Village sought to enforce it. The trial court found that the requirement was void as contrary to public policy and refrained from addressing Keystone's other alleged grounds for finding it invalid, as its disposition of that claim was sufficient.

<sup>[6]</sup> <sup>[7]</sup> <sup>[8]</sup> <sup>[9]</sup> <sup>[10]</sup>¶ 68 Illinois courts have traditionally upheld the right of parties to freely contract. *Mohanty v. St. John Heart Clinic, S.C.*, 225 Ill. 2d 52, 64-65, 310 Ill.Dec. 274, 866 N.E.2d 85 (2006). Thus, a private contract or provision thereof will not be declared void as contrary to public policy unless it is clearly contrary to what the Illinois Constitution, statutes, or judicial decisions have declared to be public policy or it is clearly shown that the contract is manifestly injurious to the public welfare. *Id.* at 65, 310 Ill.Dec. 274, 866 N.E.2d 85. “ ‘ “A promise or other term of an agreement is unenforceable on grounds of public policy if legislation provides that it is unenforceable or the interest in its enforcement is clearly outweighed in the circumstances by a public policy against the enforcement of such terms.” ’ ” *1550 MP Road LLC v. Teamsters Local Union No. 700*, 2019 IL 123046, ¶ 33, 433 Ill.Dec. 60, 131 N.E.3d 99 (quoting *K. Miller Construction Co. v. McGinnis*, 238 Ill. 2d 284, 293, 345 Ill.Dec. 32, 938 N.E.2d 471 (2010), quoting Restatement (Second) of Contracts § 178 (1981)). The difference between a contract that is merely voidable and one that is void *ab initio* is that the former may be ratified and enforced by the obligor (though not by a wrongdoer), while the latter cannot. *Id.* ¶ 28; *Deutsche Bank National Trust Co. v. Hart*, 2016 IL App (3d) 150714, ¶ 41, 409 Ill.Dec. 87, 67 N.E.3d 299. A statute passed to protect the public cannot be rewritten by private contract because, in part, the members of the public protected by the statute are not and cannot be made parties to such a contract. *Jacobs v. Yellow Cab Affiliation, Inc.*, 2020 IL App (1st)

182462, ¶ 57, 454 Ill.Dec. 10, 189 N.E.3d 10. Whether a contract violates public policy is a question of law reviewed *de novo*. *1550 MP Road LLC*, 2019 IL 123046, ¶ 24, 433 Ill.Dec. 60, 131 N.E.3d 99.

¶ 69 The public policy cited by Keystone and relied upon by the trial court is found in our constitution and the Tax Code. The Illinois Constitution requires that, “[e]xcept as otherwise provided in this Section, taxes upon real property shall be levied uniformly by valuation ascertained as the General Assembly shall provide by law.” Ill. Const. 1970, art. IX, § 4(a). The exceptions in the section concern counties with a population over 200,000 and public easements. Ill. Const. 1970, art. IX, § 4(b), (c). As to exemptions, the “General Assembly by law may exempt from taxation only the property of the State, units of local government and school districts and property used exclusively for agricultural and horticultural societies, and for school, religious, cemetery and charitable purposes.” Ill. Const. 1970, art. IX, § 6. The latter provision is implemented in the Tax Code, in relevant part section 15-35 providing that “all property of schools, not sold or leased or otherwise used with a view to profit, is exempt, whether owned by a resident or non-resident of this State or by a corporation incorporated in any state of the United \*1188 \*\*450 States.” (Emphasis added.) 35 ILCS 200/15-35 (West 2018).

¶ 70 We conclude from the aforesaid constitutional and statutory provisions that the requirement in the Tax Agreement that Keystone not apply for or accept a property tax exemption for the parcel despite having a school on the parcel is contrary to public policy. We recognize that none of these provisions expressly provide that an exemption is unwaivable and that courts in other states have found property tax exemptions waivable by agreement. See, e.g., *City of Largo v. AHF-Bay Fund, LLC*, 215 So. 3d 10, 14-15 (Fla. 2017). However, we find the logic of the cases finding such exemptions unwaivable to be more persuasive.

¶ 71 In *Assessors of Dover v. Dominican Fathers Province of St. Joseph*, 334 Mass. 530, 137 N.E.2d 225, 228 (1956), a

“taxpayer applied for a variance to use the property for a combination church and residence. In so doing it committed itself intentionally to the proposition that this was to be the status of its property for tax purposes. The town, it is argued, accepted this statement at face value and granted the variance on the basis of it. This, it is argued, is in effect a contract which is binding on the taxpayer.”

The Supreme Judicial Court of Massachusetts found that

the negotiations for a variance were not a contract waiving the exemption.

“But even if these negotiations could be tortured into a contract we are of opinion that it would not be valid. The zoning and taxing statutes are separate and distinct, and each is separately administered. A property owner may or may not be entitled to a variance. Many factors have to be considered. But those relating to the subject of taxation and exemptions have no relevancy. If a board of appeals upon consideration of the relevant factors concludes that a property owner is entitled to a variance it should grant it. It has no right in doing so to attach conditions by contract or otherwise touching the subject of taxes or exemptions. These are matters outside its jurisdiction. Moreover, what property is taxable and what is exempt is a subject covered by laws which are and must be general in their operation. They cannot be varied by a contract between the town and the taxpayer.” *Id.* at 229.

The *Assessors of Dover* decision was unsuccessfully challenged several years later in *Town of Saugus v. Refuse Energy Systems Co.*, 388 Mass. 822, 448 N.E.2d 716, 719 (1983), where,

“despite clear authority prohibiting such contracts, the town presents several arguments in favor of the validity of the contractual provisions at issue. The town asserts that the Legislature has delegated the power to assess property to municipalities. Therefore, it argues, the town may contract with taxpayers to have them waive their right to challenge part of their assessment. The flaw in the town’s argument is that an enforced waiver may allow municipalities to impose disproportionate tax burdens indirectly, through the taxpayers’ inability to challenge an assessment. In the case before us, the town’s position could result in the company’s paying taxes in excess of those required by law. The delegation of the power to assess does not negate general tax policies of the Commonwealth.”

Notably, the town in *Town of Saugus* was delegated by Massachusetts law the power to assess property and nonetheless did not have the power to extract exemption agreements. The Village here has not been entrusted by Illinois law with the power to assess property for property tax purposes.

\*1189 \*\*451 ¶ 72 In *Town of Williston v. Pine Ridge School*, 132 Vt. 439, 321 A.2d 24, 28 (1974), the Vermont Supreme Court found that a school did not waive or forfeit its property tax exemption by not timely complying with a statute establishing the procedure for challenging the validity of property tax exemptions because the “legislature could not have intended, when it enacted [that statute], that the procedural requirements that must be

satisfied by contesting taxpayers must also be satisfied by those who have a good faith claim that they should not be taxpayers at all.”

[11]¶ 73 In *Society of the Holy Child Jesus*, a New Jersey appellate court noted that the purpose of statutory exemptions from taxation is the benefit conferred upon the public by religious, charitable, and other such institutions, including relief of the state’s burden to care for its citizens. *Society of the Holy Child Jesus*, 13 A.3d at 891-92. The court found that

“targeting favorable tax treatment to specific property so as to achieve overall land use objectives is not, and never has been, the public policy behind the [tax exemption] Statute. Its purposes are served without any connection between a specific use and a specific piece of property. Rather, the broader goal of the Statute, as noted above, is to compensate the taxpayer for ‘the contribution of the exempt facility to the public good.’ [Citation.] Moreover, \*\*\* the Statute provides an exemption from real property taxes only if the public benefit is performed in a non-profit manner, i.e., without private economic benefit to the taxpayer.” *Id.* at 896 (quoting *Roman Catholic Diocese of Newark v. Borough of Ho-Ho-Kus*, 42 N.J. 556, 202 A.2d 161, 166 (1964)).

While schools are subject to municipal zoning and land use ordinances, a municipality may not bar a school from within its boundaries or a zoning district thereof, nor deny a variance, solely because the tax exemption may be burdensome. *Id.* “ ‘Educational institutions \*\*\* are tax free as a matter of paramount State policy which cannot be thwarted by exclusionary zoning.’ ” (Emphasis in original). *Id.* (quoting *Township Committee of the Township of Denville v. Board of Education of the Vocational School in the County of Morris*, 59 N.J. 143, 279 A.2d 842, 846 (1971)).

¶ 74 Here, while the Village at least arguably represents the residents or taxpayers of the Village for public policy purposes, it does not represent the public as embodied in other public bodies that receive property tax revenue, such as the county and the school districts. It certainly does not directly represent the State, nor its general citizenry, by whose authority the Tax Code exemption was enacted. However, the Village subsumed to—or usurped for—itsself the power to decide whether Keystone would receive the exemption authorized by the Illinois Constitution and provided without express exception in the Tax Code. Similarly, Keystone could not waive that exemption through the Tax Agreement because it was not only Keystone’s exemption to waive. The State extended the exemption to schools because of the benefits that

schools, whether public or private, bring to the public. Forming an agreement with the Village purporting to waive the exemption could cause harm beyond the harm to Keystone alone, as Keystone alleged in its complaint.

¶ 75 The Village contends that Illinois courts have held that a tax-exempt landowner can waive its exemption by agreement, citing *Clark* and *Northwest Suburban Fellowship, Inc. v. Department of Revenue*, 298 Ill. App. 3d 880, 233 Ill.Dec. 1, 700 N.E.2d 102 (1998). However, we find these cases inapposite and conclude that **\*1190 \*\*452** no Illinois court of review has held—as opposed to merely remarked in *dicta*—that a tax exemption can be waived by agreement.

¶ 76 *Clark* concerned property taxes in an agreement with a municipality concerning land use, in that case an annexation agreement, and specifically that the land in question “ ‘shall become as fully taxable as privately owned real estate.’ ” *Clark*, 80 Ill. App. 3d at 1011-12, 36 Ill.Dec. 241, 400 N.E.2d 661. The trial court found the landowner to be a charitable organization exempt from property taxation but found that the landowner owed property taxes due to the agreement. *Id.* at 1012, 36 Ill.Dec. 241, 400 N.E.2d 661. However, this court found that the “central question is whether Marian Park is a charitable organization and is therefore exempt from real estate taxation.” *Id.* It then examined whether the landowner was a charitable organization and concluded that it was not. *Id.* at 1013, 36 Ill.Dec. 241, 400 N.E.2d 661. This court also rejected Marian Park’s contention that the municipality had no authority to enter into the annexation agreement or to levy and collect property taxes and thus no standing. *Id.* at 1013-14, 36 Ill.Dec. 241, 400 N.E.2d 661. As to the latter, this court found that a “landowner’s agreement that it will allow itself to be taxed, thereby impliedly waiving any possible exemption from taxation, does not appear to be unauthorized” and “Marian Park has accepted the benefits of the annexation agreement by accepting services provided by the [municipality] and is therefore not in a position to complain.” *Id.* at 1014, 36 Ill.Dec. 241, 400 N.E.2d 661. This court also stated that the municipality

“concedes that it has no authority to determine real estate tax liability for revenue purposes but urges that it does have the power to levy and collect taxes for corporate purposes. [Citation.] The distinction is sufficient in our view to undercut Marian Park’s position, which basically relates to assessments and exempting property from taxation, *neither of which [the municipality] has done.*” (Emphasis added.) *Id.*

Lastly, this court found the language of the annexation agreement to be clear and affirmed the judgment of the trial court “that the annexation agreement has waived the

exemption.” *Id.* at 1015, 36 Ill.Dec. 241, 400 N.E.2d 661.

¶ 77 We consider *Clark* inapposite for two reasons. First and foremost, the appellate court found the landowner to not be a charitable organization, so that its consideration of the validity of an implicit waiver of an exemption *it had just found to not exist* was *obiter dicta*. The second arises from the first: because the heart of the appellate court’s analysis was whether the landowner had a charitable organization exemption at all, its analysis of the municipality’s authority was less than rigorous. While it found that the landowner had waived the exemption, it also found that the municipality had not acted regarding exempting property from taxation. In stark contrast, the Village here did exactly that, so we have been presented squarely with the issue the *Clark* court was not squarely or directly presented.

¶ 78 *Northwest Suburban Fellowship* is also inapposite. The appellate court therein cited *Clark* for the proposition that an agreement can waive the right to a property tax exemption. *Northwest Suburban Fellowship*, 298 Ill. App. 3d at 887, 233 Ill.Dec. 1, 700 N.E.2d 102. However, it found the lease provision therein ambiguous, unlike the annexation agreement in *Clark*, and thus found that the lease did not constitute an exemption waiver. *Id.* at 886-87, 233 Ill.Dec. 1, 700 N.E.2d 102. Therefore, to the extent the **\*1191 \*\*453** *Northwest Suburban Fellowship* court cited *Clark* favorably, it also cited it in *dicta*.

### ¶ 79 3. The Village’s Other Contentions

¶ 80 All the other decisions of the trial court challenged by the Village either preface or arise from the decision that the Tax Agreement provision requiring Keystone to waive its property tax exemption is void as contrary to public policy.

<sup>[12]</sup>¶ 81 The Village contends that the trial court erred in determining that there were no genuine issues of material fact regarding Keystone’s property tax status. However, the Tax Code is clear that real property of a school is tax-exempt. 35 ILCS 200/15-35 (West 2018). The Village does not question that Keystone operates a school on the parcel; indeed, that is a key fact of its counterclaims. From the proceedings on Keystone’s tax exemption application, to the extent they have been included in this record, two things are apparent. First, the Department of Revenue granted Keystone’s exemption before the court ruled on Keystone’s partial summary judgment motion and found the Tax Agreement void. Second, the only reason why Keystone had to appeal its application to the

Department of Revenue is because the Village interposed the Tax Agreement. The ruling reversed by the Department of Revenue stated that Keystone “ordinarily would qualify for an exemption as a school” but that “the evidence in the record is that a valid and enforceable agreement exists between the parties that [Keystone] will not seek an exemption.” We find that the court was free at that point to determine as a matter of law that the latter was incorrect.

<sup>[13]</sup>¶ 82 The Village contends that the trial court erred in finding the entire Tax Agreement void and unenforceable. The court did so due to the Tax Agreement provision requiring Keystone to waive its property tax exemption, finding that the severability clause (paragraph 13) of the Tax Agreement did not save it.

<sup>[14]</sup> <sup>[15]</sup>¶ 83 In determining whether it is appropriate to sever an unconscionable provision from an agreement and enforce the remainder of the agreement, Illinois courts consider whether the provisions operate independently of each other or whether the provisions not found invalid are so closely connected with the unenforceable provisions that to sever the unenforceable provisions and enforce the remainder of the agreement would be essentially rewriting the agreement. *Tortoriello v. Gerald Nissan of North Aurora, Inc.*, 379 Ill. App. 3d 214, 238, 317 Ill.Dec. 583, 882 N.E.2d 157 (2008). Similarly, a contract is not divisible or severable if the parties assented to all the promises as a single whole so that there would have been no agreement at all if any promise or set of promises were struck out. *Bjork v. Draper*, 381 Ill. App. 3d 528, 544, 319 Ill.Dec. 800, 886 N.E.2d 563 (2008).

¶ 84 We agree with the trial court that the purpose and function of the Tax Agreement is to implement the unenforceable provision, paragraph 2 thereof, and thus the voidness of the unenforceable provision renders the entire Tax Agreement void. One provision of the Tax Agreement (paragraph 5) provides that, “[i]n the event Keystone obtains an order invalidating *any* part of this agreement, the Village shall have all the rights granted it in” the damages clause. (Emphasis added.) That damages clause (paragraph 7) explicitly exists to enforce the unenforceable provision, as it provides that, “[i]n the event that the [parcel] becomes tax exempt in whole or part, for whatever reason, Keystone shall be in breach of this agreement, and the Village shall have and may pursue one of the following rights and remedies.” Similarly, **\*1192** **\*\*454** the purpose of the clause (paragraph 8) purporting to limit or waive Keystone’s ability to contest the Tax Agreement in court is to expedite the Village seeking those remedies from Keystone. The only provision of the Tax Agreement not in furtherance of the

unenforceable provision is the clause (paragraph 4) allowing Keystone to seek a reduction in assessed valuation, after giving the Village notice of its intent to do so, in which the Village agrees to “not object to Keystone seeking an assessed valuation based solely upon its not-for-profit status, provided the premises remain taxable.” However, the Tax Agreement would not have to carve out an exception to the purported exemption waiver in the unenforceable provision for mere appeals of assessed valuation if the purported waiver did not exist.

<sup>[16]</sup>¶ 85 The trial court having correctly concluded that the Tax Agreement as a whole was void and unenforceable, summary judgment for Keystone on the Village’s counterclaim to enforce the Tax Agreement naturally follows. A contract that is void *ab initio* is treated as though it never existed and cannot be enforced by either party. *1550 MP Road LLC*, 2019 IL 123046, ¶ 43, 433 Ill.Dec. 60, 131 N.E.3d 99.

<sup>[17]</sup>¶ 86 The court similarly did not err in granting summary judgment for Keystone on the Village’s counterclaim to enforce the Permit. The sum and total of the relevant condition in the Permit is that Keystone “enters into the attached [Tax Agreement] and continues to abide by said agreement.” As the Tax Agreement is void and unenforceable, granting the Village summary judgment to enforce the Permit—that is, the Permit condition incorporating the Tax Agreement, there being no allegation that Keystone has otherwise violated the Permit—would effectively be enforcing the unenforceable Tax Agreement.

<sup>[18]</sup>¶ 87 The court also found indemnification under the Forbearance Agreement to be contrary to public policy because requiring Keystone to indemnify the Village for Keystone’s successful challenge to the Tax Agreement as against public policy would itself be contrary to public policy. We agree. As stated above, a promise or other term of an agreement is unenforceable on grounds of public policy if the interest in its enforcement is clearly outweighed in the circumstances by a public policy against enforcement of such terms. *Id.* ¶ 33. While the Forbearance Agreement as a whole is not invalid or unenforceable, under the circumstances of Keystone successfully suing the Village to have the Tax Agreement found void and unenforceable, requiring Keystone to indemnify the Village for Keystone’s successful suit would have the chilling effect of discouraging parties from bringing legal challenges to agreements that are contrary to public policy.

¶ 88 Lastly, the Village contends that the trial court erred by failing to determine that Keystone’s complaint was

barred by limitations and the doctrine of *laches*.

[19] [20] [21]¶ 89 It is axiomatic that statutes that are unconstitutional on their face are void *ab initio* and that they and court orders void *ab initio* may be challenged at any time in any court with jurisdiction. *People v. Thompson*, 2015 IL 118151, ¶¶ 31-32, 398 Ill.Dec. 74, 43 N.E.3d 984. It is also axiomatic that statutes of limitation applicable to common-law claims, as opposed to statutory claims, are not jurisdictional. *Doe A. v. Diocese of Dallas*, 234 Ill. 2d 393, 413, 334 Ill.Dec. 649, 917 N.E.2d 475 (2009); *Mercury Sightseeing Boats, Inc. v. County of Cook*, 2019 IL App (1st) 180439, ¶¶ 65-66, 436 Ill.Dec. 376, 142 N.E.3d 777. We see no error in the trial \*1193 \*\*455 court's conclusion that a claim that a contract or agreement is void *ab initio* is not barred by the five-year statute of limitations. See 735 ILCS 5/13-205 (West 2018).

[22]¶ 90 The Village also contends that Keystone's complaint is untimely under a 90-day limitation period for challenges to municipal zoning decisions. The Illinois Municipal Code provides in relevant part that:

"Any decision by the corporate authorities of any municipality, home rule or non-home rule, in regard to any petition or application for a special use, variance, rezoning, or other amendment to a zoning ordinance shall be subject to de novo judicial review as a legislative decision, regardless of whether the process in relation thereto is considered administrative for other purposes. Any action seeking the judicial review of such a decision shall be commenced not later than 90 days after the date of the decision." 65 ILCS 5/11-13-25(a) (West 2018).

However, a federal court faced with constitutional challenges to a municipal land use decision found that limitation provision inapplicable.

"The claims in this action are brought *independent* of the Illinois Municipal Code review framework. Plaintiffs target the alleged deprivation of federal constitutional rights (via the procedural vehicle of 42 U.S.C. § 1983) and of rights under the Illinois Constitution (as state-law claims over which this Court has supplemental jurisdiction). In Illinois, the statute of limitations for most federal constitutional claims, asserted via § 1983, is two years. [Citation.] In its reply brief, the Village concedes that this two-year limitations period applies, yet nonetheless asserts that the case cannot be 'broaden[ed] \*\*\* into a judicial review of the Village's denial of relief.' [Citation.] But Plaintiffs did not and have not asked for judicial review of the Village Council's refusal to amend the ordinance or the Zoning Board's rejection of the variances (the

Zoning Board decision would be reviewed by a state court). Rather, Plaintiffs seek a declaration as to the constitutionality of the sign restrictions. Seeking that declaration is not the same as seeking judicial review of the Zoning Board under the Illinois Municipal Code, and is a request for relief against an alleged ongoing harm." (Emphasis in original.) *Peterson v. Village of Downers Grove*, 103 F. Supp. 3d 918, 924 (N.D. Ill. 2015).

We find this decision highly persuasive. Keystone similarly raised constitutional and public policy claims<sup>1</sup> and was not seeking judicial review of the Permit but a declaration as to the validity of the Tax Agreement and relief from an alleged ongoing harm.

[23] [24]¶ 91 We lastly come to *laches*, which is an equitable affirmative defense requiring the party raising it to show (1) an unreasonable delay in bringing an action and (2) that the delay caused prejudice. *Ocwen Loan Servicing, LLC v. DeGomez*, 2020 IL App (2d) 190774, ¶ 25, 449 Ill.Dec. 835, 180 N.E.3d 760. While void judgments can be challenged at any time, at least one district of this court has held that *laches* may preclude relief in appropriate cases where prejudice is demonstrated. See *id.*

\*1194 \*\*456 ¶ 92 We cannot see how the Village has been prejudiced by Keystone not bringing its suit challenging the Tax Agreement for about 20 years. Indeed, to the extent that delay meant Keystone was not taking its exemption but paying property taxes, the Village arguably profited by the delay rather than being prejudiced by it. To the extent that the Village has not paid property taxes when billed for them, the Village has been no worse off than if Keystone filed its lawsuit or its exemption application years ago.

¶ 93 In sum, we find that the trial court did not err in granting summary judgment for Keystone on count I of its complaint or upon the Village's counterclaims.

¶ 94 B. Unjust Enrichment

¶ 95 Keystone contends that the trial court erred in dismissing its unjust enrichment claim.

[25]¶ 96 We note before proceeding to the merits that the record does not include a transcript or equivalent record (Ill. S. Ct. R. 323 (eff. July 1, 2017)) for the hearing of September 13, 2019, where the court dismissed Keystone's count VI or unjust enrichment claim. The appellant—here, Keystone—has the burden of presenting a sufficiently complete record to support its claim of

error, and any doubts that arise from an incomplete record will be resolved against the appellant. *In re Linda B.*, 2017 IL 119392, ¶ 43, 418 Ill.Dec. 853, 91 N.E.3d 813.

<sup>[26]</sup> <sup>[27]</sup> <sup>[28]</sup> <sup>[29]</sup> <sup>[30]</sup> ¶ 97 A pleading or portion thereof may be dismissed pursuant to [section 2-615](#) or [2-619](#). [735 ILCS 5/2-615\(a\)](#), [2-619\(a\)](#), (b) (West 2018). A [section 2-615](#) motion challenges the legal sufficiency of a pleading by alleging defects on its face. *Rehfield v. Diocese of Joliet*, 2021 IL 125656, ¶ 20, 450 Ill.Dec. 677, 182 N.E.3d 123. A cause of action should not be dismissed under [section 2-615](#) unless it is clearly apparent that no set of facts can be proved that would entitle the claimant to recovery. *Id.* A [section 2-619](#) motion admits the legal sufficiency of the pleading but raises a defense that allegedly defeats it. *Id.* ¶ 21. In reviewing the disposition of a [section 2-619](#) motion, the key issue is whether the existence of a genuine issue of material fact should have precluded dismissal or, absent such an issue of fact, whether dismissal is proper as a matter of law. *Id.* ¶ 23. On review of the disposition of a [section 2-615](#) or [2-619](#) motion, we accept as true all well-pled facts and all reasonable inferences that may be drawn from them, and we construe the allegations in a complaint or counterclaim in the light most favorable to the claimant. *Id.* ¶¶ 20, 22. We review *de novo* a dismissal under [section 2-615](#) or [2-619](#). *Id.* ¶ 23. Therefore, we may affirm a dismissal on any basis supported by the record, and our disposition is without regard to the trial court’s reasoning. *Masters v. Murphy*, 2020 IL App (1st) 190908, ¶ 9, 448 Ill.Dec. 374, 176 N.E.3d 911.

<sup>[31]</sup> <sup>[32]</sup> ¶ 98 To prevail on a claim for unjust enrichment, a plaintiff must show that the defendant retained a benefit to the plaintiff’s detriment and that the retention violates fundamental principles of justice, equity, and good conscience. *Hatcher v. Hatcher*, 2020 IL App (3d) 180096, ¶ 15, 441 Ill.Dec. 921, 158 N.E.3d 326. Unjust enrichment is an equitable remedy based upon a contract implied in law, available only when no express contract governs the parties’ relationship and there is no adequate remedy at law. *First Midwest Bank v. Cobo*, 2017 IL App (1st) 170872, ¶ 29, 418 Ill.Dec. 409, 90 N.E.3d 567, *aff’d on other grounds*, 2018 IL 123038, 429 Ill.Dec. 416, 124 N.E.3d 926.

<sup>[33]</sup> ¶ 99 Here, we find that the court did not err in dismissing Keystone’s unjust enrichment claim. As stated above, unjust \*1195 \*\*457 enrichment is unavailable as a remedy when an adequate legal remedy exists. We agree with the Village that Keystone could have applied for a property tax exemption under the Tax Code earlier than it did, which would have rendered it free of property taxes earlier. We consider it significant that Keystone applied

for and received its exemption before the trial court had declared the Tax Agreement void as contrary to public policy. In sum, Keystone had an adequate remedy at law under the Tax Code. Therefore, Keystone could not state a claim of unjust enrichment upon which relief could be granted.

<sup>[34]</sup> ¶ 100 There is another reason apparent on the record for the trial court to dismiss the unjust enrichment claim: *laches*. The Village did not raise a *laches* claim in its motion to dismiss the unjust enrichment claim or reply in support of that motion. However, the dismissal order did not specify why the court granted dismissal, and as stated above we do not have a transcript or similar record for the dismissal hearing. Thus, the possibility exists that the Village raised a *laches* claim—which it had raised in earlier motions—in orally arguing its dismissal motion.

¶ 101 While we addressed *laches* above, our analysis of *laches* changes when looking not at Keystone’s initial complaint seeking a declaratory judgment and injunctive relief but its amended complaint also seeking damages for unjust enrichment. Keystone unreasonably delayed bringing a judicial challenge to the Tax Agreement by not suing for nearly 20 years, knowing when it signed the Tax Agreement in 1998 that it was purportedly waiving its property tax exemption. Moreover, the Village was prejudiced thereby in that its property tax revenue from Keystone added up for all those years in which Keystone paid property tax on the parcel. Stated another way, the trial court could correctly conclude on this record that Keystone allowed its damages for unjust enrichment to accumulate for all those years to the Village’s detriment.

#### ¶ 102 C. Sanctions

<sup>[35]</sup> ¶ 103 Lastly, Keystone contends that this court should sanction the Village for making frivolous or bad-faith arguments in its appellate brief by contending on appeal that the Tax Agreement is valid and enforceable. Keystone initially cited [Illinois Supreme Court Rule 137](#) (eff. Jan. 1, 2018), but after the Village noted that [Rule 137](#) applies to filings in the circuit court, Keystone now contends that sanctions are appropriate under [Illinois Supreme Court Rule 375](#) (eff. Feb. 1, 1994).

¶ 104 [Rule 375](#) governs sanctions for failure to comply with the rules governing appeals and for filing frivolous appeals. It provides in relevant part that:

“If, after consideration of an appeal or other action pursued in a reviewing court, it is determined that the

appeal or other action itself is frivolous, or that an appeal or other action was not taken in good faith, for an improper purpose, such as to harass or to cause unnecessary delay or needless increase in the cost of litigation, or the manner of prosecuting or defending the appeal or other action is for such purpose, an appropriate sanction may be imposed upon any party or the attorney or attorneys of the party or parties. An appeal or other action will be deemed frivolous where it is not reasonably well grounded in fact and not warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law. An appeal or other action will be deemed to have been taken or prosecuted for an improper purpose where the primary purpose of the appeal or other action is to delay, harass, or cause needless \*1196 \*\*458 expense.” Ill. S. Ct. R. 375(b) (eff. Feb. 1, 1994).

¶ 105 We find that the Village did not make a frivolous or bad-faith argument in contending that the Tax Agreement is valid, and thus Keystone’s request for sanctions is denied. Whether the Tax Agreement was valid and enforceable, or void *ab initio* as the circuit court found, depends on whether the right of a school to a property tax exemption can be waived by agreement. No Illinois constitutional provision or statute *expressly* provides that said right is unwaivable. The fact that courts in other states have found property tax exemptions waivable by

agreement supports a good-faith argument that the Tax Agreement was valid. Similarly, though we ultimately found them inapposite, this court’s decisions in *Clark* and *Northwest Suburban Fellowship* also support a good-faith argument that a property tax exemption is waivable by agreement under Illinois law.

¶ 106 IV. CONCLUSION.

¶ 107 Accordingly, we affirm the judgment of the circuit court.

¶ 108 Affirmed.

Presiding Justice [Mikva](#) and Justice [Oden Johnson](#) concurred in the judgment and opinion.

#### All Citations

2021 IL App (1st) 191992, 187 N.E.3d 1167, 453 Ill.Dec. 429, 403 Ed. Law Rep. 898

#### Footnotes

1 The federal court on removal dismissed certain counts of Keystone’s complaint under the federal constitution but did not address the Illinois Constitution. The circuit court did not reach them, as it found for Keystone on its public policy claim and found other counts of Keystone’s complaint moot.

**CITY OF DARIEN  
DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL USE  
FOR A RELIGIOUS INSTITUTION (RECTORY/RESIDENCE)  
IN ACCORDANCE WITH THE DARIEN ZONING ORDINANCE  
(PZC-26-7: SOCIETY OF MT. CARMEL, 8825 ROBERT ROAD)**

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**ADOPTED BY THE  
MAYOR AND CITY COUNCIL  
OF THE  
CITY OF DARIEN  
THIS 1<sup>st</sup> DAY OF JUNE, 2026**

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

**ORDINANCE NO.** \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL USE  
FOR A RELIGIOUS INSTITUTION (RECTORY/RESIDENCE)  
IN ACCORDANCE WITH THE DARIEN ZONING ORDINANCE**

**(PZC-26-7: SOCIETY OF MT. CARMEL, 8825 ROBERT ROAD**

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

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

**WHEREAS**, the property legally described in Section 1 (the “Subject Property”), is zoned R-2 Single Family Residence District pursuant to the Darien Zoning Ordinance; and

**WHEREAS**, the petitioner has requested approval of a special use, to utilize the single family home located at 8825 Robert Road, Darien IL 60561 as a rectory/private residence for approximately three to four priests, brothers, or other religious occupants; and

**WHEREAS**, pursuant to notice as required by the Illinois Municipal Code and the Darien Zoning Ordinance, a public hearing was conducted by the Planning, Zoning, and Economic Development Commission on May 6, 2026 to consider the Petition; and

**WHEREAS**, based upon the evidence, testimony, and exhibits presented at the May 6, 2026 public hearing, the Planning, Zoning, and Economic Development Commission voted 3-3 and did not make a recommendation on the Petition to the Municipal Services Committee or City Council; and

**ORDINANCE NO.** \_\_\_\_\_

**WHEREAS**, based upon the evidence, testimony, and exhibits presented at the regularly scheduled May 26, 2026 Municipal Services Committee meeting, the Committee unanimously recommended approval of the Petition with a 3-0 vote; and

**WHEREAS**, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions, and limitations described herein below;

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

**SECTION 1: Subject Property.** This Ordinance is limited and restricted to the property generally located at 8825 Robert Road, Darien, Illinois, and legally described as follows:

PART A IN THE GUNNERSON KOSTAL ASSESSMENT PLAT, BEING AN ASSESSMENT PLAT OF LOT 1 IN GALLAGHER & HENRY'S TARA HILL UNIT ONE, A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE ASSESSMENT PLAT RECORDED OCTOBER 18, 2001, AS DOCUMENT R2001-225367, IN DUPAGE COUNTY, ILLINOIS.

PINs: 10-05-207-015

**SECTION 2: Special Use Granted.** Pursuant to Sections 5A-7-1-3 and 5A-7-2-3 of the Darien Zoning Ordinance, a special use is hereby granted to allow for the establishment of a religious institution (rectory/private residence) within the existing single family home located at 8825 Robert Road.

**SECTION 3: Conditions.** Approval of the petition is subject to the following conditions:

1. The special use approved by this ordinance shall not run with the land. This

**ORDINANCE NO.** \_\_\_\_\_

special use shall terminate upon the sale or transfer of the property by the petitioner to a new owner.

2. The existing single family home shall be maintained as a six (6) bedroom home with no more than six (6) occupants.
3. The petitioner shall execute the Acceptance and Acknowledgement attached to this ordinance as Exhibit 1.

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

**SECTION 5: Effective Date.** This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of June, 2026.**

AYES \_\_\_\_\_

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

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

**ORDINANCE NO.** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 1<sup>st</sup> day of June, 2026.**

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JOSEPH MARCHESE, MAYOR

ATTEST:

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JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

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CITY ATTORNEY



ORDINANCE NO. \_\_\_\_\_

**Exhibit 1**

**Owner's Acceptance and Acknowledgment**

Society of Mt. Carmel, as Owner of the Subject Property of this Ordinance, hereby acknowledges, accepts, and agrees to all terms, conditions, and limitations set forth in this Ordinance, and further agrees that all such terms, conditions, and limitations may be enforced by the City of Darien.

SOCIETY OF MT. CARMEL

By: \_\_\_\_\_

Its: \_\_\_\_\_

MOTION NO. \_\_\_\_\_

**AGENDA MEMO**  
**CITY COUNCIL**  
**JUNE 1, 2026**

**ISSUE STATEMENT**

Consideration of a motion granting approval of a variation pursuant to Section 7-5-1(C) of the City Code to allow fencing of only the portion of the rear yard immediately surrounding and associated with the chicken coop enclosure, rather than requiring fencing of the entire rear yard perimeter for the property located at 2224 Donegal Drive (PIN 10-05-201-078).

**GENERAL INFORMATION**

Petitioner:	ANANTA PANDIT
Property Owner:	PANDIT, A & P LAMSAL
Property Location:	2224 DONEGAL DR
PIN Number:	10-05-201-078
Existing Zoning:	Single Family Residence District (R-2)
Existing Land Use:	Single Family Residence
Comprehensive Plan:	Low Density Residential
Surrounding Zoning & Uses	
North:	Unincorporated; Single Family
East:	Single Family Residence District (R-2); Single Family
South:	Single Family Residence District (R-2); Single Family
West:	Single Family Residence District (R-2); Single Family
Size of Property:	0.42 Acres
Floodplain:	N/A
Natural Features:	N/A
Transportation:	The petition site gains access from a single driveway on Donegal Drive.

**ATTACHMENTS**

- 1) [LOCATION MAP & AERIAL IMAGE](#)
- 2) [PLAT OF SURVEY](#)
- 3) [JUSTIFICATION \(BY PETITIONER\)](#)

**OVERVIEW / DISCUSSION**

In 2020, the City of Darien adopted ordinances (O-19-20 & O-21-20) that regulate the raising/keeping of chickens. Per adoption of these ordinances, City Code Section 7-5-1 was created and has been included as an attachment to this memo. Pursuant to this code section, a party may obtain relief from one (1) or more of the requirements stipulated in the ordinance.

The subject property is located in the Tara Hill Subdivision on Donegal Drive, at 2224 Donegal Drive (see Attachment 1). Property owner and petitioner Ananta Pandit is requesting relief from the regulations, to allow fencing of only the portion of the rear yard immediately surrounding and associated with the chicken coop enclosure, as shown in the plat of survey (see Attachment 2).

The criteria for approving this type of request is provided below.

*Relief Request – Approval Criteria:*

*A party may obtain relief from one (1) or more of the requirements of City Code Sections 7-5-1(B)(4), 7-5-1(B)(5), and 7-5-1(B)(8) if the City Council determines:*

- a) That there are practical difficulties preventing the applicant from complying with such requirement(s). Additional expense associated with complying with Sections 7-5-1(B)(4) and (5) shall not be considered a practical difficulty justifying relief; and*
- b) Granting the relief will not interfere with nearby owners' use and enjoyment of their properties.*
- c) The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the relief is not granted.*
- d) There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title.*
- e) The relief, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.*
- f) The plight of the owner is due to unique circumstances.*

**MSC MEETING 05.26.2026**

The Municipal Services Committee reviewed this item at its meeting on May 26, 2026. Members of the public were in attendance. No members of the public spoke on the item and the Committee had no comments. **Following the closure of comments and deliberation, a motion was made to recommend approval of the petition to the City Council, which was unanimously approved with a 3-0 vote.**

---

**DECISION MODE**

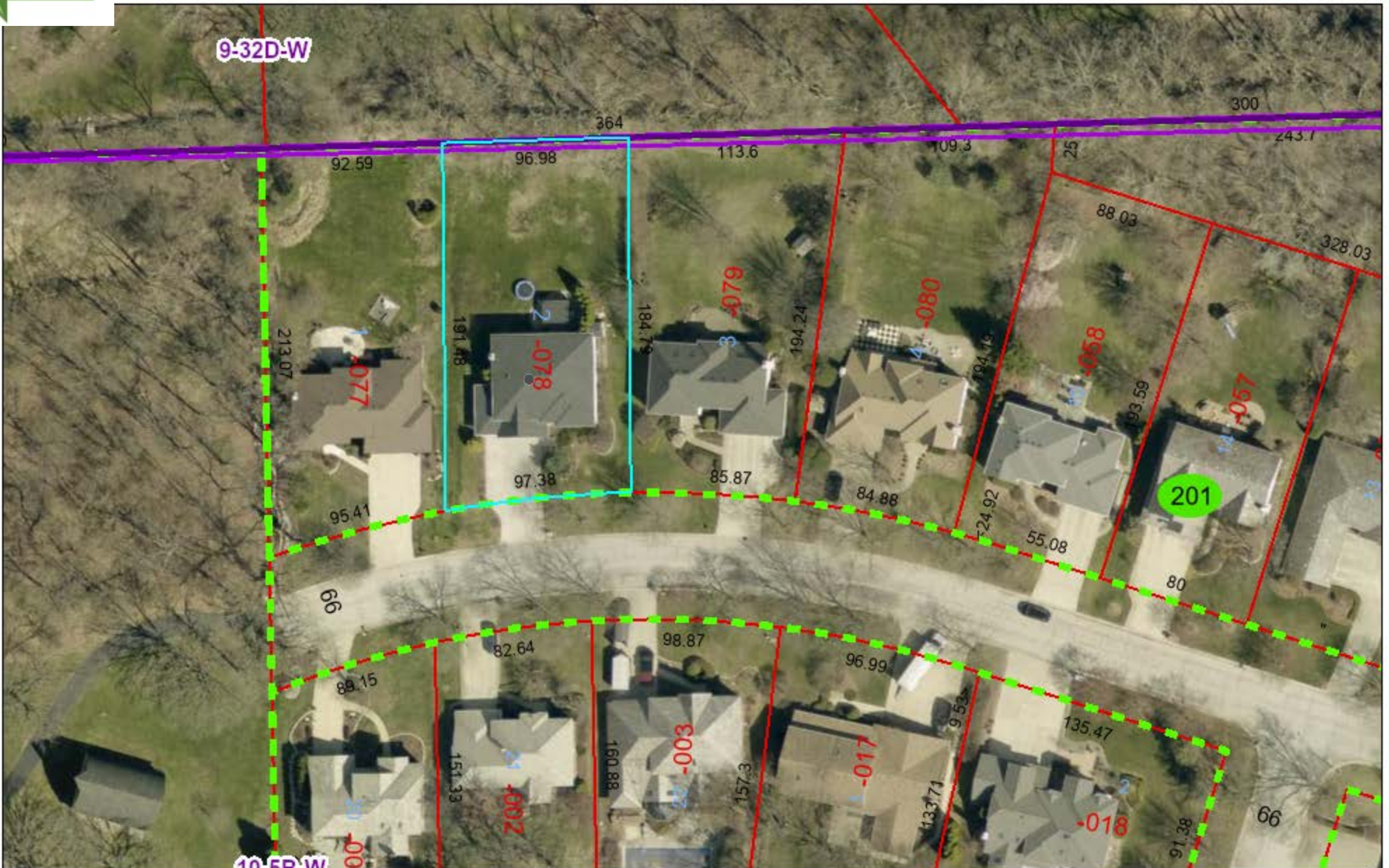
The City Council will formally consider this item at its meeting on June 1, 2026.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1st day of June 2026.**

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

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

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



DuPage County  
 Information Technology Department / GIS Division  
 421 N County Farm Rd.  
 Wheaton, IL 60187

Phone: 1(630)407-5000  
 Email: gis@dupageco.org

DuPage Maps Portal :  
<https://www.dupage.maps.arcgis.com/home>

This map is for assessment purposes only.

DuPage County Web Site :  
<https://www.dupagecounty.gov>



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- DuPage County
- Townships
- Sections
- Quarter Sections
- Half Quarter Sections

Regional County Boundaries

- COOK
- KANE
- KENDALL
- LAKE

REPORT OF SURVEY

IL1705.5931

This is page 2 of 2 and is not valid without all pages.

## LEGAL DESCRIPTION:

LOT 2 IN THE TARA HILL NORTH RIDGE ESTATES RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 1, 2010 AS DOCUMENT R2010-131847. SITUATED IN THE COUNTY OF DUPAGE, IN THE STATE OF ILLINOIS.

## JOB SPECIFIC SURVEYOR NOTES:

SURVEYOR BEARINGS ARE USED FOR ANGULAR REFERENCE AND ARE USED TO SHOW ANGULAR RELATIONSHIPS OF LINES ONLY AND ARE NOT RELATED OR ORIENTATED TO TRUE OR MAGNETIC NORTH. BEARINGS ARE SHOWN AS SURVEYOR BEARINGS, AND WHEN SHOWN AS MATCHING THOSE ON THE SUBDIVISION PLATS ON WHICH THIS SURVEY IS BASED, THEY ARE TO BE DEEMED NO MORE ACCURATE AS THE DETERMINATION OF A NORTH ORIENTATION MADE ON AND FOR THOSE ORIGINAL SUBDIVISION PLATS. NORTH 0 DEGREES EAST IS ASSUMED AND UPON PREPARATION OF THIS PLAT, THE RESULTING BEARING BETWEEN FOUND POINTS AS SHOWN ON THIS SURVEY IS THE BASIS OF SAID SURVEYOR BEARINGS AS DEFINED AND REQUIRED TO BE NOTED BY ILLINOIS ADMINISTRATIVE CODE TITLE 68, CHAPTER 12, SUBCHAPTER b, PART 1270, SECTION 1270.56, PARAGRAPH b, SUBPARAGRAPH 6, ITEM K.

## GENERAL SURVEYOR NOTES:

- The Legal Description used to perform this survey was supplied by others. The survey does not determine or imply ownership.
- This survey only shows improvements found above ground. Underground footings, utilities and encroachments are not located on this survey map.
- If there is a septic tank, well or drain field on this survey, the location of such items was shown to us by others and are not verified.
- This survey is exclusively for the use of the parties to whom it is certified.
- Any additions or deletions to this 2 page survey document are strictly prohibited.
- Dimensions are in feet and decimals thereof.
- Due to varying construction standards, house dimensions are approximate.
- Any FEMA flood zone data contained on this survey is for informational purposes only. Research to obtain such data was performed at [www.fema.gov](http://www.fema.gov).
- All pins marked as set are 5/8 diameter, 18" iron rebar.
- An examination of the abstract of title was not performed by the signing surveyor to determine which instruments, if any, are affecting this property.
- Points of Interest (POI's) are selected above-ground improvements which may be in conflict with boundary, building setback or easement lines, as defined by the parameters of this survey. There may be additional POI's which are not shown, not called-out as POI's, or which are otherwise unknown to the surveyor. These POI's may not represent all items of interest to the viewer.
- Utilities shown on the subject property may or may not indicate the existence of recorded or unrecorded utility easements.
- The information contained on this survey has been performed exclusively, and is the sole responsibility, of Exacta Surveyors. Additional logo or references to third party firms are for informational purposes only.
- House measurements should not be used for new construction or planning. Measurements should be verified prior to such activity.

## LEGEND:

## SURVEYOR'S LEGEND

## LINES TYPES: (UNLESS OTHERWISE NOTED)

	BOUNDARY LINE
	STRUCTURE
	CENTERLINE
	CHAIN-LINK or WIRE FENCE
	EASEMENT
	EDGE OF WATER
	IRON FENCE
	OVERHEAD LINES
	SURVEY TIE LINE
	WALL OR PARTY WALL
	WOOD FENCE
	VINYL FENCE

## SURFACE TYPES: (UNLESS OTHERWISE NOTED)

	ASPHALT		BRICK or TILE
	CONCRETE		COVERED AREA
	WATER		WOOD

## SYMBOLS: (UNLESS OTHERWISE NOTED)

	BENCH MARK
	CENTERLINE
	CENTRAL ANGLE or DELTA
	COMMON OWNERSHIP
	CONTROL POINT
	CONCRETE MONUMENT
	CATCH BASIN
	ELEVATION
	FIRE HYDRANT
	FND OR SET MONUMENT
	GLYWRE OR ANCHOR
	MANHOLE
	TREE
	UTILITY OR LIGHT POLE
	WELL

A/C	AIR CONDITIONING	ID	IDENTIFICATION
B.R.	BEARING REFERENCE	ILL	ILLEGIBLE
B.C.	BLOCK CORNER	INST.	INSTRUMENT
B.F.P.	BACKFLOW PREVENTOR	INT.	INTERSECTION
B.K.	BLOCK	L	LENGTH
B.LDG.	BUILDING	L.B.P.	LICENSE # - BUSINESS
B.M.	BENCHMARK	L.S.P.	LICENSE # - SURVEYOR
B.R.L.	BUILDING RESTRICTION LINE	(M)	MEASURED
B.SMT.	BASEMENT	M.B.	MAP BOOK
B.W.	RAY/BOX WINDOW	M.E.S.	MITERED END SECTION
C	CALCULATED	M.F.	METAL FENCE
(C)	CURVE	N.R.	NON RADIAL
CATV	CABLE TV RISER	N.T.S.	NOT TO SCALE
C.B.	CONCRETE BLOCK	O.C.S.	ON CONCRETE SLAB
CHM.	CHIMNEY	O.G.	ON GROUND
C.L.F.	CHAIN LINK FENCE	OFF	OUTSIDE OF SUBJECT PARCEL
C.O.	CLEAN OUT	OH	OVERHANG
CONC.	CONCRETE	OHL	OVERHEAD LINES
COR.	CORNER	ON	INSIDE OF SUBJECT PARCEL
C/S/W	CONCRETE SIDEWALK	O.R.B.	OFFICIAL RECORD BOOK
C.V.G.	CONCRETE VALLEY GUTTER	O.R.V.	OFFICIAL RECORD VOLUME
C/L	CENTERLINE	O/A	OVERALL
C/P	COVERED PORCH	O/S	OFFSET
C/S	CONCRETE SLAB	(P)	PLAT
D	DEED	P.B.	PLAT BOOK
D.F.	DRAIN FIELD	P.C.	POINT OF CURVATURE
D.H.	DRILL HOLE	P.C.C.	POINT OF COMPOUND CURVATURE
D/W	DRIVEWAY	P.C.P.	PERMANENT CONTROL POINT
ELEV	ELEVATION	P.E.	POOL EQUIPMENT
ENCL.	ENCLOSURE	P.G.	PAGE
ENT.	ENTRANCE	P.I.	POINT OF INTERSECTION
E.M.	ELECTRIC METER	P.L.S.	PROFESSIONAL LAND SURVEYOR
F.O.P.	EDGE OF PAVEMENT	PLT	PLANTER
E.O.W.	EDGE OF WATER	P.O.B.	POINT OF BEGINNING
EUB	ELECTRIC UTILITY BOX	P.O.C.	POINT OF COMMENCEMENT
(F)	FIELD	P.F.	FINCHED POPE
FCM	FND CONCRETE MONUMENT	P.F.C.	POINT OF REVERSE CURVATURE
F/OH	FOUND DRILL HOLE	P.F.M.	PERMANENT REFERENCE MONUMENT
FF	FINISHED FLOOR	PSM	PROFESSIONAL SURVEYOR AND MAPPER
FP	FOUND IRON PIPE		
FPIC	FOUND IRON PIPE & CAP		
FR	FOUND IRON ROD		
FRIC	FOUND IRON ROD & CAP		
FN	FOUND NAIL		
FNAD	FOUND NAIL AND DISC		
FFN	FOUND PARKER-KALON NAIL		
FFKAD	FOUND FK NAIL & DISC		
FRSFX	FOUND RAILROAD SPIKE		
GAR.	GARAGE		
GM	GAS METER		

SEC	SECTION	A.E.	ACCESS EASEMENT
SEP	SEPTIC TANK	AN.E	ANCHOR EASEMENT
SEW	SEWER	C.M.E.	CANAL MAINTENANCE ESMT
S/GD	SET GULLY DISC	C.U.E.	COUNTY UTILITY ESMT
SEIC	SET IRON ROD & CAP	D.D.E.	DRAINAGE AND UTILITY ESMT
SNAD	SET NAIL & DISC	E.SMT	EASEMENT
SQ.FT.	SQUARE FEET	I.E.E.E.	INDIRECT EGRESS ESMT
STY.	STORY	IRE.E.	IRREGULAR EASEMENT
S.T.L.	SURVEY TIE LINE	L.A.F.	LIMITED ACCESS ESMT
SV	SEWER VALVE	L.B.F.	LANDSCAPE BUFFER ESMT
S/W	SIDEWALK	L.F.	LANDSCAPE ESMT
S.W.	SEAWALL	L.M.F.	LAKE OR LANDSCAPE
TM	TEMPORARY BENCHMARK	M.E.	MAINTENANCE EASEMENT
TEL	TELEPHONE FACILITIES	P.U.E.	PUBLIC UTILITY EASEMENT
T.O.B.	TOP OF BANK	R.O.E.	ROOF OVERHANG ESMT
TWP.	TOWNSHIP	S.W.E.	SIDEWALK EASEMENT
TX	TRANSFORMER	S.W.M.E.	STORM WATER
TYF.	TYPICAL		MANAGEMENT EASEMENT
U.E.	UTILITY RISER	T.U.F.	TECHNOLOGICAL UTILITY ESMT
W.C.	WITNESS CORNER	U.F.	UTILITY EASEMENT
W.F.	WOODEN FENCE		
WM	WATER METER/VALVE BOX		
WV	WATER VALVE		
V.F.	VINYL FENCE		

## ELECTRONIC SIGNATURE:

In order to "Electronically Sign" all of the PDFs sent by STARS, you must use a hash calculator. A free online hash calculator is available at <http://www.fileformat.info/tool/md5sum.htm>. To Electronically Sign any survey PDF: 1. Save the PDF onto your computer. 2. Use the online tool at <http://www.fileformat.info/tool/md5sum.htm> to browse for the saved PDF on your computer. 3. Select the Hash Method as SHA. 4. Click Submit. Your PDF is electronically signed if all of the characters in the SHA-1 code submitted by STARS matches the code which is produced by the hash calculator. If they match exactly, your PDF is electronically signed. If the codes do not match exactly, your PDF is not authentic.

## PRINTING INSTRUCTIONS:

- While viewing the survey in Adobe Reader, select the "Print" button under the "File" tab.
- Select a printer with legal sized paper.
- Under "Print Range", click select the "All" toggle.
- Under the "Page Handling" section, select the number of copies that you would like to print.
- Under the "Page Scaling" selection drop down menu, select "None."
- Uncheck the "Auto Rotate and Center" checkbox.
- Check the "Choose Paper size by PDF" checkbox.
- Click OK to print.

## TO PRINT IN BLACK + WHITE:

- In the main print screen, choose "Properties".
- Choose "Quality" from the options.
- Change from "Auto Color" or "Full Color" to "Gray Scale".

## OFFER VALID ONLY FOR THE BUYERS LISTED ON THE FIRST PAGE OF THIS SURVEY:

EXACTA

25% off

(UP TO \$500)

FUTURE SURVEYING SERVICES ON THIS PROPERTY\*

\*Offer valid for fence stakeouts and additions to the existing structures only.  
 Offer valid only for the buyers as listed on the first page of this survey. Total discount not to exceed \$500. Coupon expires 2 years from the date of issuance.

EXACTA

Exacta Illinois Surveyors, Inc.

www.exactachicago.com  
 P: (773) 305-4010 • F: (773) 305-4011  
 316 East Jackson Street, Morris, IL 60450



PROPERTY ADDRESS: 2224 DONEGAL DRIVE DARIEN, ILLINOIS 60561

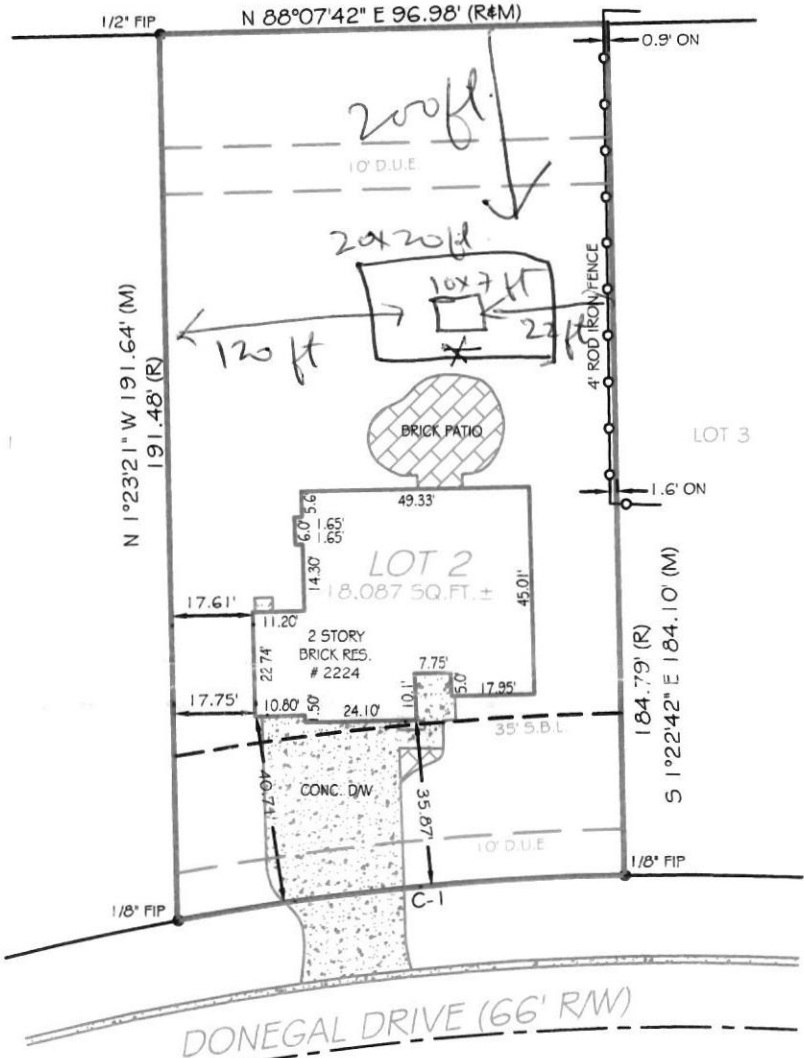
SURVEY NUMBER: IL1705.5931

FIELD WORK DATE: 6/8/2017

REVISION DATE(S): (REV.0 6/12/2017)

17055931  
BOUNDARY SURVEY  
DUPAGE COUNTY

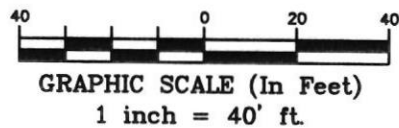
LOT 2 IN THE TARA HILL NORTH RIDGE ESTATES RESUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, DUPAGE COUNTY, ILLINOIS, ACCORDING TO THE PLAT OF SAID RESUBDIVISION RECORDED OCTOBER 1, 2010 AS DOCUMENT R2010-131847. SITUATED IN THE COUNTY OF DUPAGE, IN THE STATE OF ILLINOIS.



C-1  
R = 603.00' (R#M)  
L = 97.38' (R#M)  
Δ = 9°15'19" (R#M)  
CH = N 83°40'49" E, 97.30' (R#M)

STATE OF ILLINOIS } 55  
COUNTY OF DUPAGE

THIS IS TO CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY. GIVEN UNDER MY HAND AND SEAL THIS 12TH OF JUNE, 2017 AT 312 S. HALE STREET IN WHEATON, IL 60187.



ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2971  
LICENSE EXPIRES 11/30/2018  
EXACTA LAND SURVEYORS LB# 5763

THE ABOVE SURVEY IS A PROFESSIONAL SERVICE IN COMPLIANCE WITH THE MINIMUM STANDARDS OF THE STATE OF ILLINOIS. NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT ALONE. PLEASE REFER ALSO TO YOUR DEED, TITLE POLICY AND LOCAL ORDINANCES. COPYRIGHT BY EXACTA ILLINOIS SURVEYORS. THIS DOCUMENT MAY ONLY BE USED BY THE PARTIES TO WHICH IT IS CERTIFIED. PLEASE DIRECT QUESTIONS OR COMMENTS TO EXACTA ILLINOIS SURVEYORS, INC. AT THE NUMBER IN THE BOTTOM RIGHT CORNER.

POINTS OF INTEREST  
NONE VISIBLE

CLIENT NUMBER: \_\_\_\_\_ DATE: 6/12/2017

BUYER: ANANTA AND PARINA LAMSAL

SELLER: RAJNEESH AND AMITA SALWAN

CERTIFIED TO: ANANTA AND PARINA LAMSAL; WHEATLAND TITLE GUARANTY COMPANY; FIDELITY NATIONAL TITLE INSURANCE COMPANY; BANK OF AMERICA, N.A.; ITS SUCCESSORS AND/OR ASSIGNS

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Since 1991, The Cara Program has placed more than 4,600 non-volunteered adults into more than 8,600 quality jobs, satisfying the same number of families to stop the transfer of poverty from one generation to the next.

This is page 1 of 2 and is not valid without all pages.

# EXACTA

ILLINOIS SURVEYORS, INC.

LB# 184005763

www.exactachicago.com  
P: (773) 305-4010 • F: (773) 305-4011  
316 East Jackson Street, Morris, IL 60450

CITY OF DARIEN
ZONING VARIATIONS
JUSTIFICATION NARRATIVE

Purpose

To be consistent and fair, the City is obligated to make decisions on zoning variation requests based on findings-of-fact. The Applicant should write a justification narrative that contains evidence (facts) that support a conclusion (finding) that the variation is necessary and would not cause problems. It should include: a) explanation of why the variation is being requested, b) describe the 'hardship condition' of the property that makes it difficult to conform, c) estimate the impact on neighbors, and d) respond to each of the decision criteria below.

Decision Criteria (See City Code Section 5A-2-2-3)

2a. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations in the zone.

cost of fencing entire plot is way too high

2b. The plight of the owner is due to unique circumstances.

not cost effective to fence entire plot for small number of flock

2c. The variation if granted will not alter the essential character of the locality.

it is entirely behind the house

3a. Essential Need? The owner would suffer substantial difficulty or hardship and not mere inconvenience or a decrease in financial gain if the variation is not granted.

with rising cost of living, expenses for entire fence puts financial constraint

3b. Problem with Property? There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with the Zoning Code. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase.

N/A

3c. Smallest Solution? There is no suitable or reasonable way to redesign the proposed improvements without incurring substantial difficulty or hardship or reduce the amount of variation required to make such improvements.

just a covered fence around the coop.

3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.

size of property is big, it will not affect any of the neighbors

3e. Create Community Problem? The variation, if granted, may result in the same or similar requests from other property owners within the community, but will not cause an unreasonable burden or undesirable result within the community.

Agreed.

3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.

Agreed.

3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.

Yes

**AGENDA MEMO**  
**City Council**  
**June 1, 2026**

**ISSUE STATEMENT**

Approval of an ordinance authorizing the sale or disposal of surplus property.

**ORDINANCE**

**BACKGROUND/HISTORY**

Staff is requesting that the following property be declared as surplus property and auctioned using an on-line auction service, GovDeals.com, or disposed of:

ITEM	EXPLANATION
1. (1) White Schwinn Bicycle SN: FS013LF4162	No longer needed
2. (1) Chaos FS20 Lime Green Bicycle CN: 25-04993	No longer works
3. (1) Huffy Fuel Maroon Bicycle CN: 25-05203	No longer needed
4. (1) Nishiki Pueblo BMX Girls Bicycle Pink SN: 5682F8039	No longer needed
5. (1) Mongoose Ledge 2.1 24" Boys Bike CN: 25-06324	No longer needed
6. (1) Weize All Black Bicycle White Lettering CN: 25-06327	No longer needed
7. (1) Small Razor Scooter SN: YM1010030-09-22080001049	No longer needed

Staff recommends the above be declared surplus property and disposed of or auctioned using GovDeals.com.

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the June 1, 2026 City Council Agenda for formal approval.



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

---

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

---

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

**THIS 1<sup>st</sup> DAY OF JUNE, 2026**

---

**Published in pamphlet form by authority  
of the Mayor and City Council of the City  
of Darien, DuPage County, Illinois, this  
1<sup>st</sup> day of June, 2026.**

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AUTHORIZING THE SALE  
OF PERSONAL PROPERTY  
OWNED BY THE CITY OF DARIEN**

WHEREAS, in the opinion of at least three fourths of the corporate authorities of the City of Darien, it is no longer necessary or useful, or for the best interests of the City of Darien, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the Mayor and City Council of the City of Darien to sell said personal property at a Public Auction or dispose of said property.

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

**SECTION 1:** The Mayor and City Council of the City of Darien find that the following described personal property, now owned by the City of Darien, is no longer necessary or useful to the City of Darien and the best interests of the City of Darien will be served by auctioning it using GovDeals.com or disposing of said property.

<b>ITEM</b>	<b>EXPLANATION</b>
1. (1) White Schwinn Bicycle SN: FS013LF4162	No longer needed
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7. (1) Small Razor Scooter SN: YM1010030-09-22080001049	No longer needed

**ORDINANCE NO. \_\_\_\_\_**

**SECTION 2:** The City Administrator is hereby authorized and directed to sell the aforementioned personal property, now owned by the City of Darien. Items will be auctioned using GovDeals.com or disposing of said property.

**SECTION 3:** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this Ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4:** This Ordinance 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 1<sup>st</sup> day of June, 2026.**

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

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

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

**ORDINANCE NO. \_\_\_\_\_**

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 1<sup>st</sup> day of June, 2026.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

MOTION NO. \_\_\_\_\_

**AGENDA MEMO**  
**City Council**  
**June 1, 2026**

**ISSUE STATEMENT**

A motion accepting the expenditure of Cannabis Funds to upfit a Dodge Durango using Emergency Vehicle Tech “EVT” in an amount not to exceed \$23,000.

**BACKGROUND/HISTORY**

Darien Police Department was authorized to [purchase a 2026 Dodge Durango squad car](#) to replace one that was totaled in a crash in late 2025. Staff determined that the best use of this vehicle is to replace the aging 2020 Chevy Tahoe used as the K9 car. The Tahoe’s engine was recommended for replacement, and the Criteria for Replacing City Vehicles and Equipment scored as a needed replacement.

The new vehicle will need to be upfitted before the unit can be added to the fleet. This vehicle will be assigned to our K9 unit and assigned to the officer and his partner.

Staff is requesting a sole source for this purchase. EVT won the bid previously for our current patrol car fleet, and in an effort to remain consistent with other vehicles, we’d like to continue with this vendor.

Account Number	Account Description	Balance 04/30/2026	Proposed Expenditure
26-40-4232	Cannabis Fund	\$139,369	\$23,000

The cash balance of the Cannabis fund is \$139,369 as of April 30, 2026.

**STAFF/COMMITTEE RECOMMENDATION**

Committee recommends approval of the resolution to upfit a Dodge Durango K9 squad using Emergency Vehicle Tech “EVT” in an amount not to exceed \$23,000.

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the June 1, 2026, agenda for formal City Council consideration and approval.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE  
COUNTY, ILLINOIS, this 1<sup>st</sup> day of June 2026.**

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

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

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



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448



# Estimate

Date	Estimate #
4/29/2026	5047

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2026 Durango		K9	Net 30	
Qty	Item	Description	Rate	Total
2	EMPS2QMS5RBW	*** Unmarked slick top K9 *** S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White	143.45	286.90
1	PMP2BK005	S/O Grille Mount Back Plate Kit, contains 2 bracket sets each capable of holding 1, 3" or 4" Quick Mount Light for installation on 2021-2025 Dodge Durango Police & Civilian SXT, SXT Plus, or Citadel Trim Levels, allows the lights to be attached to the front grille, no need to drill holes	57.95	57.95
2	EMPS1QMS4RBW	mpower® 3' Fascia Light w/ Quick Mount, 18' hard wire w/ sync option, SAE Class 1 & CA Title 13, 9-32 Vdc, Black Housing, 12 LED, Tricolor - Red/Blue/White	127.45	254.90
2	ETSS100J	^^^ Grill and corner lights ^^	189.95	379.90
1	ETSSVBK05	S/O 100W Composite siren speaker	76.50	76.50
2	ENT3B3RBW	S/O 100N/100J Series Speaker Bracket (only - no drill) capable of holding up to two speakers for the Dodge Durango Pursuit 2018-2020, Bumper Mount	194.75	389.50
2	PNT3BKUMB4	^^^ Siren Speakers ^^	25.65	51.30
1	ENFWB01EGC	S/O Intersector Surface Mount Light, 18 LED, Tricolor - Red/Blue/White	979.95	979.95
1	ENFWB00ZRV	Under Mirror Mount Bracket Kit (each) for installation on Dodge Durango 2016 - 2026 for use with Intersector Surface Mount & mpower® 4" and 3" Stud/Quick Mount Lights	745.65	745.65
1	20.1880	^^^ Mirror lights ^^	99.95	99.95
1	NT-2500	S/O nForce front interior light bar. RW-BW. 21-24 Dodge Durango	299.95	299.95
2	EMPS1SLS1B	S/O nForce rear interior light bar. Dodge Durango. RA-BA	79.80	159.60
2	EMPS1SLS1R	Strobe Tube with reflector assembly	79.80	159.60
2	PMP1WSDDB	Priority Green Nano Tube preemption power supply.	19.95	39.90
		^^^ Interior light bars with preemption emitter ^^		
		S/O 3" mPower fascia. Stud mount (wide) Blue		
		S/O 3" mPower fascia. Stud mount, (wide) Red		
		S/O Dual Window Shroud Kit for 3" Light w/ Stud Mount - Black		
		^^^ 1/4 windows ^^		

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/29/2026	5047

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2026 Durango		K9	Net 30	
Qty	Item	Description	Rate	Total
2	EMPS2QMS5RBW	S/O mpower™ 4' Fascia Light w/ Quick Mount, Black Housing, 18 LED, Tri Color - Red/Blue/White ^^^ Adjacent License Plate ^^^	143.45	286.90
1	ETTFK02	S/O 2010-2020 DODGE DURANGO, PLUG AND PLAY ALTERNATING TAILLIGHT FLASHER ^^^ Tail Flasher ^^^	226.95	226.95
1	12.0918	Able 2 Angled LED Flood Light - 9" / 18W ^^^ Cargo area lighting ^^^	69.95	69.95
1	ENGCP18004	S/O Rotary Control Panel with Microphone, compatible with bluePRINT® Control Systems (Remote)	203.30	203.30
1	ENGSA5201	S/O bluePRINT® 500 Series Remote Amplifier with Link, 200 watt dual tone	712.50	712.50
1	ENGLNVH012	S/O 25' Vehicle Harness for bluePRINT® 500 with Link Compatible with - Dodge Durango 2024-26	195.00	195.00
1	ENGND04102	S/O bluePRINT remote node, 4 inputs, 10 outputs	224.95	224.95
1	ENGHNK05	S/O bluePRINT remote node harness kit	42.95	42.95
1	ENGSYMD01	S/O bluePRINT Sync® Module ^^^ Siren and Lighting Controls ^^^	239.95	239.95
1	C-VS-2300-DUR	Havis Vehicle-Specific 23" Console for 2021 Dodge Durango (Police Package)	514.50	514.50
1	CUP2-1001	Havis XL Self-Adjusting Double Cup Holder	59.95	59.95
1	C-ARM-102	Havis side mount armrest	79.95	79.95
1	C-MCB	Mic clip bracket	15.95	15.95
1	MMSU-1	Magnetic Mic Single Unit	39.95	39.95
1	C-HDM-214	Havis 8.5' Heavy Duty Telescoping Pole, Side Mount	169.95	169.95
1	C-HDM-303	Havis HD Fixed Computer Top Offset Platform, 6' Offset	79.95	79.95
1	C-MD-204	Havis Low-Profile Tilt Swivel Motion Device ^^^ Console, computer mounting and accessories. Customer to provide computer docking station ^^^	79.95	79.95

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>
--------------

Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/29/2026	5047

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2026 Durango		K9	Net 30	
Qty	Item	Description	Rate	Total
1	AA-K9-10-140-1	American Aluminum K9-PLATFORM-K9-2011-CURRENT-DODGE DURANGO-MATTE BLACK WITH NON-TOXIC RUBBER MAT AND 1" RED/WHITE LED LIGHT	3,850.00	3,850.00
1	SA-10457-1	K9-COOL GUARD FAN AND FAN GUARD ASSEMBLY MATTE BLACK	255.00	255.00
1	AK9-REF	Refresh / Transfer parts for Ace K9 Hot-N-Pop Pro	579.00	579.00
1	449301IM	^^^ K9 equipment. Re-use Ace K9 Hot-N-Pop Pro ^^		
1	449301IM	WeatherTech 16-C DURANGO/GRAND CHEROKEE FRONT FLOORLINER HP BLACK	124.95	124.95
1	82696IMB	WeatherTech 11-C DURANGO FRONT & REAR SIDE WINDOW DEFLECTORS MATTE BLACK	114.95	114.95
1	TK0841DUR11	Setina Cargo Storage System. Top-Sliding Drawer with Electronic Combo Lock. Base drawer with out lock.	2,195.00	2,195.00
1	TPA9289	Setina Cargo Radio Tray with no lock TRN	345.00	345.00
1	TF0237DUR11	Setina free standing kit for cargo box. 2011+ Durango	162.89	162.89
1	Install Materials	Misc Installation Materials (Wire, In-Line Fuse Holders, Fuses, Connectors, Hole Plugs, ZipTies, Tape, Screws, Bolts, Etc)	375.00	375.00
1	LABOR	Install above listed equipment plus customer supplied computer docking station, radar and Axon Fleet 3 video system	5,995.00	5,995.00
1	LABOR	Strip necessary equipment to transfer to new vehicle from existing K9 Tahoe	810.00	810.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$22,030.94
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech



EVT Tech  
 9910 W 190th Street, Suite E  
 Mokena, IL 60448

# Estimate

Date	Estimate #
4/30/2026	5050

Name / Address
Darien Police Department 1710 Plainfield Rd. Darien, IL 60561

Ship To

Vehicle Type		Unit Number	Terms	
2026 Durango		P60	Net 30	
Qty	Item	Description	Rate	Total
1	GRAPHIC-PKG	Darien PD Ghost graphics. Dodge Durango	800.00	800.00

THANK-YOU for Considering EVT Tech for Your Emergency Equipment and Installation Needs! We Look Forward to Working With You and Your Department!

<b>Total</b>	\$800.00
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Signature \_\_\_\_\_

Phone #	Fax #
708-479-6721	708-479-6746

Web Site
www.evt.tech

## CRITERIA FOR REPLACING CITY VEHICLES AND EQUIPMENT

UNIT NO	Police 8	DEPARTMENT		DATE	
MODEL YEAR	2020	MODEL			5-11-26
CURRENT MILEAGE	120,000	CURRENT HOURS			
			MAXIMUM POINTS	VEHICLE SCORE	
<b>AGE</b>					
	Department	PD			
	Life Expectancy	8			
	Age as of Report Date	6			
	AGE: Meets Requirements		20		12
<b>USAGE</b>					
	MILES	120,000			
	HOURS				
	ATTACHMENT C OF THE VEHICLE REPLACEMENT POLICY				
	USAGE: Meets Requirements		20		20
<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		9
<b>MAINTENANCE AND REPAIR COSTS</b>					
	REPAIRS: Cost per Mile/Hours Exceeds Vehicle in Class				
	ORIGINAL PURCHASE PRICE	39,198.00			
	LIFE TO DATE REPAIR COST	2,461.60			
	PERCENTAGE OF REPAIRS TO PURCHASE PRICE	10.28%			

UNIT NO	<i>Police 8</i>	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		<i>2</i>
CONDITION:					
	CONDITION OF ENGINE COMPONENTS (MAJOR REPAIRS NEEDED OR ANTICIPATED), BODY (BODY SHEET METAL RUSTED, STRUCTURAL COMPONENTS)				
	CONDITION: Meets Requirements		15		<i>12</i>
TECHNOLOGICAL ADVANCEMENTS	FUEL EMISSIONS, SAFETY FEATURES, ERGONOMICS		5		<i>5</i>
TOTAL POINTS			100		<i>75</i>

**AGENDA MEMO****City Council****June 1, 2026****ISSUE STATEMENT**

An ordinance to amend Chapter 8 “MASSAGE BUSINESSES AND SERVICES” of Title 3 “BUSINESS REGULATIONS” of the City of Darien City Code to remove the local massage therapist licensing requirements and defer individual massage therapist licensure to the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., and to adopt a [revised Massage Business License Application](#) form consistent with the amended ordinance.

**ORDINANCE****BACKGROUND/HISTORY**

Chapter 8 of Title 3 of the City of Darien City Code was originally adopted prior to the State of Illinois enacting the Illinois Massage Licensing Act (225 ILCS 57/1 et seq.), which established a statewide licensing regime for massage therapists administered by the Illinois Department of Financial and Professional Regulation (IDFPR). Under the current state law, all massage therapists practicing in Illinois must obtain and maintain a valid state license, rendering the City’s separate local therapist licensing process duplicative and administratively burdensome for both applicants and staff. The City’s existing ordinance and application form require applicants to provide qualification and credential documentation that is now verified and governed at the state level. Staff recommend updating the ordinance to eliminate the local massage therapist license, defer individual therapist credentialing entirely to IDFPR, and streamline the Massage Business License Application to require only business information and copies of each therapist’s current state license. The massage business license requirement, operating restrictions, sanitation standards, and all other local regulatory provisions will remain in full effect.

**STAFF/COMMITTEE RECOMMENDATION**

Committee recommends approval of the amendments to Chapter 8 “MASSAGE BUSINESSES AND SERVICES” of Title 3 “BUSINESS REGULATIONS” of the City of Darien City Code to remove the local massage therapist licensing provisions and defer individual therapist licensure to the State of Illinois, and approval of the revised Massage Business License Application form.

**ALTERNATE CONSIDERATION**

As recommended.

**DECISION MODE**

This item will be placed on the June 1, 2026 City Council agenda for formal consideration and approval.



**CITY OF DARIEN**

**DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 3 (BUSINESS REGULATIONS), CHAPTER 8 (MASSAGE BUSINESSES AND SERVICES) OF THE CITY OF DARIEN CITY CODE**

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

**THIS 1<sup>st</sup> DAY OF JUNE, 2026**

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING VARIOUS SECTIONS OF TITLE 3 “BUSINESS REGULATIONS”, CHAPTER 8, “MASSAGE BUSINESSES AND SERVICES” OF THE CITY OF DARIEN CITY CODE**

**WHEREAS**, changes have been made to the Illinois Compiled Statutes relating to Massage business licensing Massage Licensing Act, 225 ILCS 57/1 et seq.; and

**WHEREAS**, a portion of Chapter 8 of Title 3 of the Darien City Code is no longer consistent with State statutes; and

**WHEREAS**, a removal of the local massage therapist licensing requirements in Chapter 8 of Title 3 of the Darien City Code is now appropriate; and

**WHEREAS**, adopting a [revised Massage Business License Application](#) form consistent with the amended ordinance is now appropriate;

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

**SECTION 1:** Chapter 8 “MASSAGE BUSINESSES AND SERVICES” of Title 3 “BUSINESS REGULATIONS” of the City of Darien City Code is hereby amended in its entirety to read as set forth in “[Exhibit A](#)” to this Ordinance attached hereto and a part hereof.

**SECTION 2:** This Ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such Ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or

ORDINANCE NO. \_\_\_\_\_

regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this Ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 3:** Effective Date. This Ordinance shall be in full force and effect 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 1<sup>st</sup> day of June, 2026.**

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

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

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

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of June, 2026.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF DARIEN**  
**TITLE 3 – BUSINESS REGULATIONS**  
**CHAPTER 8**  
**MESSAGE BUSINESSES AND SERVICES**  
***REDLINE — PROPOSED AMENDMENTS***

**Legend:** ~~Strikethrough~~ = deleted language — Underline = new language

**3-8-1: DEFINITIONS:**

As used in this chapter, the following words and phrases shall have the meanings ascribed to them by this section:

**CHAIR MASSAGE:** A massage performed in equipment specifically designed for the purpose of massage and limited to a client's head, neck, back, arms, shoulders and legs.

**COMPENSATION:** The payment, loan, advance, donation, contribution, deposit or gift of money or anything of value.

**CONVICTION:** As used in this chapter, conviction shall include a finding or verdict of guilty, an admission of guilt, or a plea of nolo contendere.

**EMPLOYEE:** Any person over eighteen (18) years of age, other than a massage therapist, who renders any service in connection with the operation of a massage establishment and receives compensation from the owner or operator of the establishment or patrons.

**HEALTH CLUB:** An indoor facility designed, intended and used as a location where persons can exercise and where providing of massages is ancillary to the facility's primary business. To qualify as a health club under this chapter, a facility must have not less than ten (10) exercise machines and must comply with the sanitation and safety requirements set forth in section ~~3-8-10~~3-8-9 of this chapter.

**HOME MESSAGE:** A massage performed by a massage therapist ~~licensed pursuant to the provisions of this chapter~~ at a patron's place of residence.

**LICENSEE:** The owner and/or operator of a massage establishment licensed under this chapter.

**MASSAGE:** Any method of applying pressure on or friction against, or stroking, kneading, rubbing, tapping, pounding, vibrating, touching or stimulating the external parts of the body by another individual, with the hands, any body part, or with the aid of any mechanical or electrical apparatus or appliance, with or without such supplementary aids as rubbing alcohol, liniments, antiseptics, oils, powders, creams, lotions, ointments or other similar preparations.

**MESSAGE ESTABLISHMENT:** Any establishment having a fixed place of business where any person, firm, association, or corporation engages in, or carries on, or permits to be engaged in or carried on any acts of "massage" as defined herein. Massage establishment also includes a massage business operated out of a duly ~~licensed~~state-licensed massage therapist's residence.

**MESSAGE SERVICES:** The providing of a massage by any person, firm, association or corporation.

**MESSAGE THERAPIST:** Any person who, for any compensation, engages in the practice of "massage" as defined herein and ~~provides documentation of one of the following:~~

~~(A) Proof of active membership status in a professional massage therapy organization whose minimum standards require graduation from a "Recognized School", as defined herein, or the passing of a competency test for active membership; or~~

~~(B) Graduation and completion of a professional level entry program which consists of five hundred (500) hours or more of in-classroom study and one hundred (100) hours or more of clinical experience in a "Recognized School"; or~~

~~(C) Passage of the national certification examination in therapeutic massage and bodywork (NCETMB) administered by the national certification board for therapeutic massage and bodywork, which is approved by the national commission for certifying agencies (NCCA), the accrediting arm of the national organization for competency assurance (NOCA) or any other examination exhibiting proficiency in massage therapy/bodywork approved by the state of Illinois or a federal certifying agency and maintains current certification.~~

[continued] holds a current, valid license as a Massage Therapist issued by the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., or any successor statute thereto.

**MASSEUR:** See definition of Massage Therapist.

**OUTCALL MESSAGE SERVICE:** Any business, the function of which is to engage in or carry on massages for compensation at a location designated by the patron rather than at a massage establishment.

**PATRON:** Any person, customer, client who receives a massage under such circumstances that it is reasonably expected that he or she will pay money or give any other consideration therefor.

**PERSON:** Any individual, partnership, firm, association, limited liability company, joint stock company, corporation or combination of individuals of whatever form or character.

~~**RECOGNIZED SCHOOL:** A state approved school operating according to state regulations which has a current license, approval, accreditation and/or certification from the state in which it is located and provides an entry level massage training program of a minimum of five hundred (500) hours of in-classroom study and one hundred (100) or more of clinical training, which program shall include anatomy and physiology, kinesthetics, ethics, pathology, contraindication and clinical experience, or a massage school program accredited/approved by the commission on massage therapy accreditation (COMTA), the international massage and somatic therapies accreditation council (IMSTAC), or by a similar nationally recognized professional accrediting entity, or approved by the U.S. department of education. All course work for credit hours shall be completed under the supervision of faculty. Schools offering correspondence courses and not requiring actual class attendance shall not be regarded as a "Recognized School".~~

**RECOGNIZED SCHOOL:** As defined under the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., and applicable regulations promulgated thereunder.

**SEXUAL OR GENITAL AREA:** The genitals, pubic area, anus, or perineum of any person, or the vulva or breasts of a female.

**STATE LICENSE:** A current, valid massage therapist license issued by the Illinois Department of Financial and Professional Regulation (IDFPR) pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., or any successor statute thereto.

**WORKPLACE MASSAGE:** A chair massage performed by a massage therapist licensed pursuant to the provisions of this chapter ~~duly licensed by the State of Illinois~~ on a fully clothed patron in an office or other business setting in an area of the city which is zoned for business, office and industrial uses.

**3-8-2: MASSAGE BUSINESS LICENSE REQUIRED:**

(A) No person, firm or corporation shall engage in, conduct or carry on, or permit to be engaged in, conducted or carried on, the business of massage or otherwise provide a massage in return for compensation in the city of Darien without first having obtained a massage business license issued by the city pursuant to the provisions of this chapter for each and every premises used for the business of conducting a massage business or otherwise providing massages for compensation by such person. The applicant for such business license must be at least eighteen (18) years of age.

(B) No person, firm or corporation shall engage in or carry on the business of providing workplace massages for more than seven (7) days in any one year period without first obtaining a massage business license issued by the city pursuant to the provisions of this chapter. The applicant for such business license must be at least eighteen (18) years of age.

(C) Any massage therapist, ~~duly licensed by the city of Darien~~ duly licensed by the State of Illinois, who operates a massage business out of his/her residence shall be required to obtain a massage business license from the city. Said business shall be considered a "home occupation" as defined in section 5A-13-1 of this code and shall be in compliance with the home occupation regulations set forth in sections 5A-5-13-1 through 5A-5-13-4 of this code. A separate home occupation license shall not be required.

**3-8-3: MASSAGE THERAPIST LICENSE REQUIRED:**

**3-8-3: STATE LICENSURE OF**

**MASSAGE THERAPISTS:**

~~No person shall provide a massage to another person as a massage therapist, employee or otherwise, on any premises for which a business license has been issued or is required under section 3-8-2 of this chapter unless he or she has a valid and current massage therapist license issued to him or her by the city pursuant to the provisions of this chapter. The applicant for a massage therapist license must be at least eighteen (18) years of age and of good moral character.~~

(A) The City of Darien does not issue massage therapist licenses. Individual massage therapist licensing is governed exclusively by the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq., and regulations promulgated thereunder by the Illinois Department of Financial and Professional Regulation (IDFPR).

(B) No person shall provide a massage to another person for compensation within the City of Darien unless he or she holds a current, valid State License. It shall be the responsibility of each massage therapist to obtain, maintain, and renew his or her State License as required by state law.

(C) It shall be the responsibility of every massage establishment licensee to verify and ensure that all massage therapists employed at or associated with the establishment hold a current, valid State License prior to and at all times during the performance of massage services. Copies of each therapist's current State License shall be maintained on the premises and made available to city officials upon request.

(D) The city may, at its discretion, verify the licensure status of any massage therapist through the IDFPR public license lookup or such other means as are available. Operating with or employing an unlicensed massage therapist shall constitute a violation of this chapter and grounds for suspension or revocation of the massage business license.

### **3-8-4: EXEMPTIONS:**

(A) The provisions of this chapter shall not apply to the following individuals while engaged in the performance of the duties of their respective professions, and to the following businesses and entities:

1. Physicians, physicians' assistants, surgeons, chiropractors, osteopaths, podiatrists, naprapaths, or physical or occupational therapists who are duly licensed to practice their respective professions in the state of Illinois.
2. Illinois licensed practical nurses, registered nurses, and certified nurses' assistants while administering massages in the normal course of their medical duties.
3. Barbers and cosmetologists who are duly licensed under the laws of this state. This exemption shall apply solely to the massaging of the scalp and face by barbers and the massaging of the hands, arms, elbows, feet, lower legs and knees by cosmetologists of the customer or client for cosmetic or beautifying purposes.
4. Hospitals, sanitariums, nursing homes, home health agencies, hospice programs and other such programs as defined by state statute and licensed by the Illinois department of public health.
5. Massages provided in the course of not for profit special events, such as corporate health and wellness days, fundraisers, and athletic events. Upon request, an individual providing massages for such events, shall demonstrate proof of professional liability insurance.

6. Duly licensed athletic trainers for any athletic program of a private or public school, college or university or for any athletic team regularly organized and engaging in competition.

7. Massages provided by massage therapy students enrolled in a recognized school approved by the State of Illinois during the course of clinical externships, practicums or community services, provided that: a) such massage services are part of the curricular requirements of the recognized school; b) are conducted under the supervision of the school's faculty and/or a massage therapist who is licensed under this chapter; c) the student does not hold him or herself out as a licensed massage therapist; and d) does not charge compensation for massage therapy services.

8. No provision contained in this chapter shall be construed to apply to any person, business, or conduct regulated by the provisions of the Illinois physical therapy act, 225 Illinois Compiled Statutes 90/1 et seq.

9. The provisions of this chapter shall not apply to a "health club" as defined in section 3-8-1 of this chapter, provided there is compliance with section ~~3-8-10~~3-8-9 of this chapter while any massages are given on the premises of a health club. Any person employed by a health club to perform massages must ~~be licensed as a massage therapist under this chapter~~hold a current State License.

10. The provisions of this chapter shall not apply to a hotel that offers massages to registered guests. Any individual employed by a hotel as a massage therapist ~~or masseur~~ to provide massages to registered guests must ~~be licensed as a massage therapist under this chapter~~hold a current State License.

### **3-8-5: APPLICATION FOR MASSAGE BUSINESS LICENSE:**

(A) An application for a massage business license shall be filed with the city clerk of the city of Darien. The application shall be made upon a form provided by the city clerk and shall be completed in full and signed by the applicant, if an individual, or by a duly authorized agent thereof, if not an individual, verified by oath or affidavit, and shall set forth:

1. The type of ownership of the business, i.e., whether individual, partnership, corporation, or otherwise.
2. The name under which the business is to be conducted.
3. A description of the services to be provided on the premises.
4. The location and description of the premises or place of business which is to be operated under such license.

(a) If a leased premises, a copy of the lease shall be provided. The term of such lease must not end until after the expiration date of the license for which application is being made.

(b) The name and address of the owner(s) of the premises, and, if said premises is held in trust, the names and addresses of all the owners of the beneficial interest of the trust.

5. All telephone numbers and internet addresses of the business.
6. In the case of an individual, the full name, home address with zip code, social security number, driver's license number, date of birth, sex and a physical description of the applicant, including height, weight, color of hair and eyes.
7. In the case of a partnership, the full name, home address with zip code, social security number, driver's license number, date of birth, sex and a physical description including height, weight, color of hair and eyes of all partners and any other persons entitled to share in the profits thereof.
8. In the case of a corporation, the object for which organized, the names, home addresses with zip codes, driver's license number, date of birth, social security number, sex and a physical description including height, weight, color of hair and eyes of all officers, directors, and all persons owning directly or beneficially more than ten percent (10%) of the stock of such corporation and the persons acting as managers or assistant managers or other persons principally in charge of the operation of the business.
9. The date of formation of the partnership, if a partnership, the date of incorporation, if an Illinois corporation, or the date of becoming qualified under the Illinois business corporation act, 805 Illinois Compiled Statutes 5/1.01 et seq., to transact business in Illinois if a foreign corporation.
10. A complete list of the names and residence addresses of all massage therapists and employees employed by the business and the names and residence addresses of all managers, assistant managers or other persons principally in charge of the operation of the business, together with a copy of each therapist's current State License issued by IDFPR, and the names and residence addresses of all managers, assistant managers or other persons principally in charge of the operation of the business.
11. The business, occupation, and employment history of the applicant, if an individual, for three (3) years preceding the date of application.
12. Whether applicant ever made an application for a license under this chapter, or a massage business license or similar license to a state, county, city, or village or other unit of local government, and if so, where and when, and if such application was granted or denied, and if such application was denied, the reasons for the denial.
13. Whether a license was ever issued to the applicant under this chapter or a massage business license or similar license was ever issued by any state, county, city or village or other unit of local government, and if so, where and when, and if such license has ever been suspended or revoked and the reasons for the suspension or revocation.
14. Whether the applicant has ever been convicted of a violation of any of the provisions of this chapter or any ordinance of any other Illinois municipality which regulates massage establishments or the providing of massages, or any Illinois statute regulating massage establishments.
15. Whether the applicant has ever been convicted of the commission of a felony under the laws of this state, or any other state, or under the laws of the United States.

16. Whether the applicant has ever been convicted of a sex offense as defined in 720 Illinois Compiled Statutes 5/11, or any equivalent law of any state.

17. Whether the applicant has been convicted of any other criminal offense involving dishonesty, fraud, deceit or moral turpitude within five (5) years of the date of the application.

18. Proof that the applicant is at least eighteen (18) years of age.

19. Proof that the applicant currently carries professional liability insurance in an amount not less than one million dollars (\$1,000,000.00) per occurrence.

(B) The applicant shall submit a complete set of fingerprints with the application. All such fingerprinting shall be done by the city of Darien police department. Said fingerprints shall be submitted to the appropriate state and/or federal agencies for processing as available. The cost of fingerprinting shall be paid by the applicant in addition to any license application or renewal fee. After the initial application for a license, fingerprints for the renewal of the license shall be required every three (3) years unless the license has lapsed or has been revoked. If the license has lapsed or been revoked, the applicant shall be required to submit a new (initial) application with a complete set of fingerprints.

(C) The applicant shall submit a written authorization for the city, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for a license.

(D) The applicant shall submit such other information, documentation, and identification of the applicant as the director of community development and/or the chief of police shall deem necessary to determine the identity of the applicant or to process the application.

(E) The applicant shall notify the director of community development of each change in any data required to be furnished by this section within ten (10) days after such change occurs, ~~except that any prospective new massage therapist employee shall not be employed until he or she has received a massage therapist license under the provisions of section 3-8-6 of this chapter.~~

**~~3-8-6: APPLICATION FOR MASSAGE THERAPIST LICENSE:~~ 3-8-6: [RESERVED]**

~~(A) An application for a massage therapist license shall be filed with the city clerk of the city of Darien. The application shall be made upon a form provided by the city clerk and shall be completed in full and signed by the applicant, verified by oath or affidavit, and shall set forth the following: [subsections 1-11 as previously set forth in this section, including proof of recognized school credentials, CPR certification, and physician's statement certifying freedom from communicable diseases]~~

~~(B) The applicant shall submit a statement in writing from a physician duly licensed in the state of Illinois that he or she has examined the applicant and believes the applicant to be free of all communicable diseases. An applicant is required to undergo an annual physical examination and to furnish a medical certificate relating to communicable diseases with his or her annual fee.~~

~~(C) The applicant shall submit a complete set of fingerprints with the application for a massage therapist license.~~

~~(D) The applicant shall submit a written authorization for the city, its agents and employees to seek information and conduct an investigation into the truth of the statements set forth in the application and the qualifications of the applicant for a license.~~

~~(E) The applicant shall submit such other information, documentation, and identification of the applicant as the director of community development and/or the chief of police shall deem necessary to determine the identity of the applicant or to process the application.~~

The City of Darien no longer issues separate massage therapist licenses. Individual massage therapist licensing is governed exclusively by the State of Illinois pursuant to the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq. Refer to section 3-8-3 of this chapter.

### **~~3-8-7:~~3-8-6: ISSUANCE AND DENIAL OF LICENSES:**

(A) Upon receipt of a properly completed application for a massage business license ~~or a massage therapist license~~, the city clerk or duly authorized agent shall submit the completed application to the police chief and director of community development for evaluation. Upon receiving the application ~~for a massage business license or a massage therapist license~~, the chief of police shall conduct an investigation into the applicant's moral character and personal and criminal history.

(B) In the case of an application for a massage business license, the director of community development shall cause the premises to be licensed to be inspected to assure that the proposed operation complies with all applicable laws, including building, electrical, plumbing, health, housing, zoning, and fire codes of the city and any other regulations of the city relating to the public health, safety and welfare. The director of community development shall make written verification to the mayor concerning compliance of the applicant with the codes and ordinances of the city.

(C) If, after due consideration of the information contained within the application and related investigative and inspection reports, the mayor shall determine the application is satisfactory, he shall approve the application. Thereupon, the city clerk shall notify the applicant that the application has been approved. The license shall be signed by the mayor, attested by the clerk, and then issued to the licensee. No license shall be issued to any applicant if:

1. The proposed operation does not comply with all applicable laws, including, but not limited to, building, electrical, plumbing, health, housing, zoning and fire codes of the city; or

2. The applicant, if an individual; or any of the officers, directors, any person owning directly or beneficially more than ten percent (10%) of the stock of the corporation, if the applicant is a corporation; or any of the partners, including limited partners, if the applicant is a partnership; and the manager, assistant manager or any other person principally in charge of the operation of the business, has been: (Ord. 0-39-00, 12-18-2000, eff. 2-1-2001)

(a) Convicted of a felony or a misdemeanor under the laws of the state of Illinois or any other state, or under the federal laws of the United States, for any crime that is directly related to the practice of massage therapy; or

(b) Convicted of a sex offense as defined in 720 Illinois Compiled Statutes 5/11-5 to 5/11-22, or any equivalent law of any state and/or is a registered sex offender; or (Ord. 0-01-02, 1-1-2002)

(c) The applicant has been convicted of a violation of any provision of this chapter; or

(d) The applicant has had a massage business, masseur or similar license denied, suspended or revoked by the city, by a state, or by a unit of local government within five (5) years of the date of the application; or

(e) The applicant has been convicted of a violation of an ordinance of any other Illinois municipality regulating massage establishments or masseurs; or

(f) The applicant has been convicted of any other criminal offense involving dishonesty, fraud, deceit or moral turpitude within five (5) years of the date of the application; or

(g) The applicant has knowingly made false, misleading or fraudulent statements of fact in the license application or in any document required by the city in conjunction with the license application.

(D) If, after due consideration of the information contained within the application and related investigative and inspection reports, the mayor shall determine that matters concerning the application are unsatisfactory, he shall disapprove the application, indicating the reasons therefor. The application shall be automatically denied if the applicant is in violation of any of the conditions set forth in subsection (C) of this section. Thereupon, the clerk shall notify the applicant that the application has not been approved and that no license will be issued. (Ord. 0-39-00, 12-18-2000, eff. 2-1-2001)

**~~3-8-8:3-8-7:~~ LICENSE TERM; EXPIRATION; RENEWAL; LATE FEE; OTHER LICENSES; LICENSE FEES:**

(A) The term, expiration, renewal, late fee and other license requirements, if applicable, for each license issued under this chapter shall be as provided in section 3-1-5 of this title.

(B) The license application fee and the annual license renewal fee for a massage business license shall be one hundred dollars (\$100.00). ~~The license fee for the original application for a massage therapist license shall be fifty dollars (\$50.00) and twenty five dollars (\$25.00) for each renewal application.~~ All applicable license fees and any other required fees, including costs of fingerprinting, shall be paid prior to the issuance of any license.

**~~3-8-9:3-8-8:~~ DISPLAY OF LICENSE; AND STATE CREDENTIALS:**

The massage business license and ~~the massage therapist license of each and every massage therapist employed in the establishment~~ shall be displayed in an open and conspicuous place ~~on~~ the premises to be licensed. In addition, a copy of the current State License of each and every massage therapist employed in or operating from the establishment shall be maintained on the premises and made available for inspection upon request by the patron or any city official authorized to administer this chapter. A massage therapist who performs a workplace massage or home massage shall ~~have a copy of his/her license with him/her~~ carry a copy of his or her current State License when performing such massage and shall display said license upon the request by the patron or a police officer or other employee of the city authorized to administer this chapter.

**~~3-8-10~~3-8-9: SANITATION AND SAFETY REQUIREMENTS:**

All premises licensed under this chapter shall be periodically inspected by the director of community development or his/her duly authorized representative for safety of the structure and adequacy of plumbing, ventilation, heating, illumination and fire protection, as provided in the city's building code. In addition, the premises shall comply with the following regulations: [subsections (A)–(G) unchanged]

**~~3-8-11~~3-8-10: REGISTER AND REGULATION OF EMPLOYEES:**

(A) The licensee or person designated by the licensee of a licensed massage establishment shall maintain a register of the names and addresses of all persons employed at any time as massage therapists and all other employees. The register shall list the massage therapists' ~~license numbers~~State License number and expiration date. Such register shall be available at the massage establishment for inspection by a duly authorized representative of the city of Darien during regular business hours.

(B) It shall be the responsibility of the licensee of a massage establishment to ensure that each person employed as a massage therapist shall first have obtained a ~~valid license as required by this chapter~~current, valid State License at all times. It shall be unlawful for such a business to allow a massage therapist to practice other than as permitted by this chapter.

~~(C) The city clerk shall provide each licensed massage therapist with an identification card which shall contain the full name and license number assigned to said massage therapist. The identification card must be carried on the person of the massage therapist at all times during the hours of operation of any licensed massage establishment and shown to all customers prior to performing a massage.~~(C) Each massage therapist shall carry his or her current State License at all times during the hours of operation of any licensed massage establishment and shall display said license to customers prior to performing a massage.

**~~3-8-12~~3-8-11: CONDITIONS AND RESTRICTIONS OF LICENSE:**

(A) Supervision: A licensee shall have the premises supervised at all times when open for business. Any business rendering massage services shall have at least one person who has a ~~valid massage therapist license~~current, valid State License as a Massage Therapist on the premises at all times while the establishment is open. The licensee shall personally supervise the business, or shall delegate such supervisory responsibility to a manager whose name is listed on the massage business license as required by subsection ~~3-8-5(A)~~3-8-5(A) of this chapter and shall not violate, or permit others to violate, any applicable provisions of this chapter. The violation of any provisions by any agent or employee of the licensee shall constitute a violation by the licensee.

(B) Sanitary Conditions: All areas and equipment in a massage establishment, including appliances and apparatus, shall be kept clean and operated in a sanitary condition as required by section ~~3-8-10~~3-8-9 of this chapter.

(C)–(M) [Display of Rates, Employee Dress Code, Separate License, Transfer, Unlawful Use, Minors Prohibited, Alcoholic Beverages Prohibited, Solicitation Prohibited, Hours of Operation, Inspections, Books and Records — all unchanged.]

**~~3-8-13:~~3-8-12: SALE, TRANSFER, OR CHANGE OF LOCATION:**

(A)–(B) [Content unchanged.]

**~~3-8-14:~~3-8-13: PROHIBITED ACTS AND CONDITIONS:**

The city may refuse to issue or renew, or may revoke, suspend, place on probation, reprimand or take other disciplinary action as the city considers appropriate, including the imposition of fines set forth in section 3-8-15 of this chapter and in any other applicable sections of this code, for each violation with regard to any license or licensee for any one or more of the following acts and/or conditions:

(A) It shall be unlawful for any person to conduct or operate a massage business without first obtaining and maintaining a massage business license as required by this chapter.

(B) It shall be unlawful for any person to administer any massage without first obtaining and maintaining a ~~massage therapist license as required by this chapter~~current, valid State License as required by section 3-8-3 of this chapter.

(C) It shall be unlawful for any person to operate or conduct any massage establishment which does not conform to section ~~3-8-10~~3-8-9 of this chapter.

(D) Content Unchanged

(E) It shall be unlawful for any person to advertise, promote, or refer to himself or herself as a "massage therapist", as herein defined, without first obtaining and maintaining a ~~massage therapist license from the city~~current State License from the State of Illinois and/or to advertise in a false, deceptive or misleading manner.

(F)–(Y) [Content unchanged.]

**~~3-8-15:~~3-8-14: SUSPENSION, REVOCATION OF LICENSE; APPEAL:**

(A) The suspension, revocation and hearing procedures for any license issued under this chapter shall be as set forth in section 3-1-17 of this title. The procedure for an appeal of a denial of an application for a license or an appeal in connection of a revocation of a license shall be as set forth in section 3-1-18 of this title.

(B) If a massage business license ~~or a massage therapist license~~ is revoked for any cause, no such license shall be granted to such person, firm, corporation or other entity for a period of one year after the date of the revocation unless the revocation order has been vacated by court order.

**~~3-8-16:~~3-8-15: PENALTY; ENFORCEMENT:**

The penalty for violation of any of the provisions of this chapter shall be as set forth in subsection ~~3-1-22(A)~~3-1-22(A) of this title. The enforcement of the provisions of this chapter shall be as set forth in subsections 3-1-22(B) and (C) of this title. Unless otherwise provided for herein, any license issued under this chapter is subject to the provisions of chapter 1 of this title.

**— END OF REDLINE —**

Chapter 8, Title 3 — Massage Businesses and Services

Prepared for City Council consideration — June 1, 2026

**CITY OF DARIEN**  
**MESSAGE BUSINESS LICENSE APPLICATION**  
*Chapter 8, Title 3 — Massage Businesses and Services*  
**PLEASE TYPE OR PRINT CLEARLY**

New Application                       Renewal Application                      Date: \_\_\_\_\_

**SECTION 1 — BUSINESS INFORMATION**

Business / Corporate Name:
----------------------------

Business Address:	Business Telephone:
-------------------	---------------------

City:	State:	Zip Code:	Internet / Website Address:
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Mailing Address for Correspondence (if different from above):
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**SECTION 2 — TYPE OF OWNERSHIP**

Check one:    Individual    Partnership    Corporation    LLC / Other: \_\_\_\_\_

**SECTION 3 — APPLICANT / OWNER INFORMATION**

If Individual: list the owner. If Partnership: list all partners. If Corporation or LLC: list all officers, directors, and persons owning 10% or more of the entity. Attach additional sheets as needed.

Last Name:		First Name:			M.I.:	
Home Address:				City / State / Zip:		
Home Telephone:		Date of Birth:		Social Security No.:		
Driver's License No.:	Sex:	Height:	Weight:	Hair Color:	Eye Color:	
Title / Business Status:				Percent of Ownership:		

Additional Owner (2) Last Name:		First Name:				M.I.:
Home Address:				City / State / Zip:		
Home Telephone:		Date of Birth:		Social Security No.:		
Driver's License No.:	Sex:	Height:	Weight:	Hair Color:	Eye Color:	
Title / Business Status:				Percent of Ownership:		

Additional Owner (3) Last Name:		First Name:				M.I.:
Home Address:				City / State / Zip:		
Home Telephone:		Date of Birth:		Social Security No.:		
Driver's License No.:	Sex:	Height:	Weight:	Hair Color:	Eye Color:	
Title / Business Status:				Percent of Ownership:		

Additional Owner (4) Last Name:		First Name:				M.I.:
Home Address:				City / State / Zip:		
Home Telephone:		Date of Birth:		Social Security No.:		
Driver's License No.:	Sex:	Height:	Weight:	Hair Color:	Eye Color:	
Title / Business Status:				Percent of Ownership:		

**SECTION 4 — PREMISES INFORMATION**

Address of Premises to be Licensed:
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Is the premises owned or leased? <input type="checkbox"/> Owned <input type="checkbox"/> Leased	If leased, lease expiration date:
--	-----------------------------------

Name(s) and Address(es) of Property Owner(s):		
Last Name:	First Name:	M.I.:
Business Address:		City / State / Zip:
Business Telephone:	Date of Birth:	Social Security No.:

Is the premises held in trust? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, attach Disclosure of Beneficiaries of Landlord form.</i>
--

*If leased, attach a copy of the lease. The lease term must extend beyond the license expiration date.*

**SECTION 5 — PRIOR EMPLOYMENT HISTORY (Individual Applicants — 3 years preceding application)**

Employer Name:	Address:	Telephone:
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Type of Business:	Position / Occupation:	Dates of Employment:
-------------------	------------------------	----------------------

Employer Name:	Address:	Telephone:
----------------	----------	------------

Type of Business:	Position / Occupation:	Dates of Employment:
-------------------	------------------------	----------------------

Attach additional sheets as needed.

**SECTION 6 — STATE OF ILLINOIS MASSAGE THERAPIST LICENSES**

All massage therapists employed at or associated with this business must hold a current, valid license issued by the Illinois Department of Financial and Professional Regulation (IDFPR) under the Illinois Massage Licensing Act, 225 ILCS 57/1 et seq. List all therapists below and attach a photocopy of each current State License.

**Massage Therapist #1**

Name (Last, First, M.I.)	Expiration Date	IDFPR State License #
Home Address	City	State / Zip

**Massage Therapist #2**

Name (Last, First, M.I.)	Expiration Date	IDFPR State License #
Home Address	City	State / Zip

**Massage Therapist #3**

Name (Last, First, M.I.)	Expiration Date	IDFPR State License #
Home Address	City	State / Zip

**Massage Therapist #4**

Name (Last, First, M.I.)	Expiration Date	IDFPR State License #
Home Address	City	State / Zip

Attach additional sheets as needed for additional massage therapists.

**SECTION 7 — PROFESSIONAL LIABILITY INSURANCE**

Insurance Company Name:

Policy Number:

\_\_\_\_\_

\_\_\_\_\_

Coverage Amount (must be \$1,000,000/occurrence minimum):

Expiration Date:

\_\_\_\_\_

\_\_\_\_\_

*Attach proof of current coverage.*

**SECTION 8 — LICENSE AND CRIMINAL HISTORY DISCLOSURE**

Answer all questions as they apply to the applicant and, for corporations or partnerships, to all officers, directors, partners, and persons owning 10% or more.

Question	Yes	No
Has the applicant previously applied for a massage business license in Darien?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has the applicant applied for a massage business or similar license in any other jurisdiction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has any such license ever been denied, suspended, or revoked?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has any person listed above ever been convicted of a felony?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has any person listed above ever been convicted of a sex offense (720 ILCS 5/11)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has any person listed above been convicted of a crime involving dishonesty, fraud, or moral turpitude within the past 5 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Has any person listed above been convicted of a violation of any massage ordinance or statute?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes to any of the above, provide details (dates, offenses, jurisdictions, disposition):

**REQUIRED ATTACHMENTS CHECKLIST**

Confirm all items are included with this application:

- Completed and signed application (all sections)
- Photocopy of current IDFPR State License for each massage therapist
- Proof of professional liability insurance (\$1,000,000 per occurrence minimum)
- Copy of lease (if premises is leased)
- Disclosure of Beneficiaries of Landlord form (if premises held in trust)
- License application fee: \$100.00 (check payable to City of Darien)
- Additional owner/officer information sheets (if applicable)
- Additional massage therapist sheets (if applicable)

**CERTIFICATION AND SIGNATURE**

Pursuant to the provisions of Chapter 8, Title 3, Massage Businesses and Services, of the City Code of the City of Darien, the undersigned hereby makes application for a Massage Business License.

The undersigned certifies that he/she/they (or the corporation or entity in whose name this application is made) has received a copy of the City of Darien's Massage Businesses and Services Ordinance; that all statements contained in this application are true and correct to the best of his/her/their knowledge and belief; that the undersigned is familiar with and agrees to comply with the laws of the United States, the State of Illinois, and the ordinances of the City of Darien in the conduct of the business described herein; and that any license issued shall be issued on the basis of the facts contained in this application and may be revoked or suspended if any facts stated herein are changed or found to be false.

Signature of Owner / Authorized Agent:

Date:

\_\_\_\_\_

Printed Name:

Title:

\_\_\_\_\_

STATE OF ILLINOIS    )  
  )  
COUNTY OF            )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public Signature:

\_\_\_\_\_

Notary Seal:

\*\*\*\*\* FOR OFFICE USE ONLY \*\*\*\*\*

Corp. Papers: \_\_\_\_\_ Lease Copy: \_\_\_\_\_ Yearly Fee: \_\_\_\_\_ Other: \_\_\_\_\_

Copy of application forwarded to the police department on: \_\_\_\_\_

Misc. Notes: \_\_\_\_\_

Application Approved:

\_\_\_\_\_  
Police Chief

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Director of Municipal Services

ATTEST: \_\_\_\_\_  
City Clerk

**AGENDA MEMO**  
**City Council**  
**June 1, 2026**

**ISSUE STATEMENT**

An ordinance for a master licensing agreement between the City of Darien and Ezee Fiber Texas, LLC for a citywide fiber optic infrastructure implementation.

**ORDINANCE**

**BACKGROUND/HISTORY**

Over recent years, public demand for reliable, high-speed internet has grown significantly. Through a wide array of communication devices, people have become increasingly connected. Over the past year, the City Council approved licensing agreements with Metronet and Lumos allowing them to install fiber cable infrastructure throughout the City.

As of May 5, 2025, there are four entities licensed in the City of Darien that provide internet service to businesses and residents: AT&T, Xfinity, Metronet, and Lumos. Metronet continues to build out fiber infrastructure throughout the City, while Lumos has completed a very limited portion of its network. It is the understanding of City staff that Lumos will not build infrastructure throughout the entire City. The primary reason is that T-Mobile will provide service from the main infrastructure (Lumos or Metronet), making additional fiber construction potentially redundant.

AT&T and Xfinity currently deliver high-speed internet through coaxial cable, though both companies are gradually adding or transitioning to fiber infrastructure. The primary difference between cable and fiber optic technology is how data is transmitted. Fiber optic systems use light to transmit data, while cable systems use electricity. Fiber optic technology is increasingly becoming the industry standard because it generally offers faster speeds and greater reliability.

Recently, the City received an additional franchise application from Ezee Fiber Texas, LLC to provide fiber-optic internet services. Entering into franchise agreements with additional service providers continues to promote competition within the marketplace. Residents and businesses may benefit from increased competition through improved service quality and lower costs.

Ezee Fiber Texas, LLC is currently operating in several Illinois communities, including Downers Grove, Oak Brook, Streamwood, and Roselle, and is continuing to expand throughout the state with fiber infrastructure deployment.

The following attachments are included for review:

- [Attachment A](#): Introduction letter regarding the Ezee Fiber Texas, LLC development within the City of Darien
- [Attachment B](#): General overview and field methodologies for Ezee Fiber Texas, LLC

The City is required to provide licensing agreements to qualified applicants to allow installation of infrastructure within public rights-of-way. Ezee Fiber Texas, LLC plans to install infrastructure within the City's rights-of-way, which are subject to limited municipal regulation.

Although utility easements are located on private property, the City does not have oversight or permitting authority regarding regulated utilities within these easements. The City's oversight typically applies only to easements dedicated for drainage purposes that are maintained or constructed by the City. Easement language is generally established through subdivision plats.

Public **rights-of-way**, commonly referred to as parkways, typically include the area between the sidewalk and the curb. In rural areas, these limits are generally located approximately 10 to 15 feet from the edge of the roadway. Telecommunications and other utility companies are permitted to use public rights-of-way for the installation, operation, and maintenance of infrastructure. All utility companies must obtain the necessary permits prior to performing work.

- [Attachment C](#): Memo from the City Attorney regarding telecommunications rights and limited municipal regulatory authority

By entering into a franchise agreement, the City would authorize Ezee Fiber Texas, LLC to construct, maintain, and operate a fiber system within the City. In return, the City would receive franchise fee payments and permit inspection fees.

City staff has also requested that Ezee Fiber Texas, LLC provide an overview presentation at the City Council meeting during the Mayor's Report.

#### **COMMITTEE RECOMMENDATION**

The Municipal Services Committee recommends approval of an ordinance for a licensing agreement between the City of Darien and Ezee Fiber Texas, LLC for a citywide fiber optic infrastructure implementation.

#### **ALTERNATE CONSIDERATION**

As directed by the City Council.

#### **DECISION MODE**

This item will be placed on the June 1, 2026, City Council agenda for formal consideration.



5959 Corporate Dr.  
Houston, TX 77036  
[ezeefiber.com](http://ezeefiber.com)

*Sent via email: [dgombac@darienil.gov](mailto:dgombac@darienil.gov)*

To: Mayor Joe Marchese and City Council Members  
From: Garner Duncan, Senior Vice President, Government Affairs  
Date: March 11, 2026  
Re: Ezee Fiber's Buildout in the City of Darien

Dear City of Darien Elected Officials,

**Background:** Ezee Fiber is a rapidly growing Houston-based fiber telecommunications company that provides affordable and reliable multi-gig internet service to residential, business, and government customers through its 100% fiber-optic network. Founded in 2021, Ezee Fiber is built on a foundation of operational excellence, exceptional customer service, lightning-fast internet speeds, and straightforward, transparent pricing. The company operates a carrier-grade network where its customers are supported by local teams that live and work in the communities they serve.

Headquartered in Houston, Texas, Ezee Fiber is registered in the State of Texas as a Limited Liability Corporation. Ezee Fiber Texas LLC, d/b/a Ezee Fiber, is also registered with the Illinois Commerce Commission as a competitive telecommunications company. Ezee Fiber is requesting a License Agreement with the City of Darien. The License Agreement will grant Ezee Fiber access to the City of Darien's public right-of-way. The City and Ezee Fiber will engage in good-faith negotiations that are beneficial to both parties.

**Network Scope:** Ezee Fiber intends to build a fiber optic network across the entire City of Darien for all residents, businesses, cell towers, schools, government buildings, health care facilities, and bandwidth-intensive businesses. Accordingly, we would like to request that the authorized licensed area encompass the entire jurisdiction of the City. Proposed services include telecommunications, private lines, and Internet access. At this time, there are no plans to provide cable service.

The method of installation shall be by directional bore, approximately 36 to 48 inches (depth) with a 1.25" HDPE duct housing fiber optic cables. Installation would also include flush-mount handholes housing fiber optic cables and fiber optic splice cases. Proper traffic control will be deployed to ensure public safety via submitted TCP's to be approved by the City.

We build all core routes that connect all our cabinets to our backhaul. Core routes are typically constructed with 2x1.25" HDPE duct with one 288ct SMF28 fiber cable. The branches going deeper into the residential streets, feeding 1x4 splitters, can be 144 or 96 CT cables.

The core routes will have cable vaults that are typically dimensioned as 24"x36"x30" or smaller for splice closures and cable slack. These are typically placed where multiple cables meet and disperse or to break up long runs.



5959 Corporate Dr.  
Houston, TX 77036  
[ezeefiber.com](http://ezeefiber.com)

Routes along residential streets for distribution are typically a 1.25" HDPE duct and or a .75" HDPE duct and one micro 48ct fiber cable that branches out to single fiber cables to connect each house.

These drop cables are typically accessible by 10" round boxes buried at every other property line, servicing two locations.

Once our fiber optic cable is installed, Ezee Fiber will offer symmetrical 10gbps+ speeds to homes, businesses, governmental, and educational entities for both point-to-point connectivity and Internet connectivity.

**Funding:** Ezee Fiber is well funded by iSquared Capital, which has \$50 billion in Assets Under Management. Having a strong financial backer is essential when deploying a high-speed network, as you do not want a scenario where a company partially builds a network that serves only a few residents. We have the funding to expand across multiple states, and we believe Darien would be a great community to build a future-proof, high-speed network to serve many homes and businesses in the community.

Ezee Fiber is obliged to show the City our financial documents upon request. Due to the sensitive nature of financial statements, an in-person viewing may be offered instead of sending documents.

**Timing / Next Steps:** Installation details and design maps will be completed by our engineering and design firm and sent upon completion, usually 3-4 months after the License Agreement is approved and prior to the preferred construction start date. Construction is anticipated to last approximately 24 months, depending on how fast the City will let us construct. The construction schedule is typically finalized 3-4 weeks after the License Agreement is approved.

If you have any questions or would like any additional information, please do not hesitate to contact us. We thank you for your assistance and look forward to working with you on this project.

Sincerely,

A handwritten signature in blue ink that reads "Garner Duncan".

Garner Duncan  
Senior Vice President, Government Affairs



**Delivering premium  
multi-gig fiber internet.**



# Agenda

- Who is Ezee Fiber?
  - Our Mission
  - Our Value Prop
  - Core Values
- Customer & Industry Reviews
- Commitment to Resident Communication
- Construction Communications
  - Construction Notification
  - Support & Helpline
- Advanced Technology Makes the Difference
- Contact Information
- Q&A



## Our Mission

*Continually set the new standard for fiber internet  
by being, **Different for Life.***



# Our Value Prop

- We provide a premium customer experience without complex ordering processes, confusing offers, data caps, contracts, or price increases. Ever.
- We refuse to settle for second best or spin common benefits into unique selling points. Where others offer vanity speeds with unconscionable price tags, we make multi-gig speeds up to 8 Gig affordable and accessible.
- We build a premium carrier-grade network delivering 99.99% reliability.
- Where others boast simplicity, we prove it in everything we do, from our straightforward marketing to our lifetime pricing.





# Our Core Values

## Integrity

- Integrity is the cornerstone of our culture. We prioritize respect, humility, and the principle of always doing the right thing even when no one is looking.

## Compassion

- We are driven to form meaningful connections with our employees, customers, and communities that go well beyond providing the highest quality of service.

## Accountability

- We recognize that taking responsibility for our work is foundational in
- building trust and developing lifelong relationships.

## Collaboration

- We operate, innovate, and thrive by fostering an environment of open communication. We value the diverse talents and perspectives of our employees, customers, and community.



# What our customers are saying

- *"Amazing customer service! We have experienced a perfect connection since we've changed to Ezee Fiber. Faster speeds, no buffering and they cut our internet bill in HALF!" - Jennifer A.*
- *"I recently had the pleasure of having Ezee Fiber installed at my home, and I cannot say enough good things about the experience. - Michael B.*
- *"Ezee Fiber has been amazing to work with from the first phone call inquiring about their service to the technician walking out the door after completing installation. Hands down the best service all around." - Jackie B.*
- *"Out of the many service providers I've had over the years, Ezee is by far the best in terms of both value and service." - Joshua L.*

## OUR CUSTOMER REVIEWS

4.9



Fastest Internet in Texas



# Our Communication Plan

**Our Communication Plan is aligned with our Core Values.  
It's designed to notify residents early and often.**

- A minimum of three Construction Notification letters / postcards mailed to each resident
- Door hangers placed on each door along our construction path- before and day-of.
- Construction Notification "Lollipops" are placed along our fiber construction path (where allowed)
- All materials contain local phone number and/or email address of local construction manager



# New Market Announcement



The advertisement is a vertical flyer for Ezee Fiber. It features a clean, modern design with a white background and blue and orange accents. The top right corner displays the Ezee Fiber logo. The main headline is 'Hey neighbor, big news: premium internet is on the way.' Below this, there are several sections of text: a 'Let's face it' section addressing common internet issues, a 'We get it' section explaining the company's mission, a 'Why Ezee Fiber?' section with a bulleted list of benefits, and a 'Call or visit' section with contact information. A QR code is provided for pre-registration. At the bottom left, there is a blue box with a white tumbler and promotional text. At the bottom right, there is a section for customer reviews and awards.

**ezee**  
FIBER

Featuring  
5 Gig & 8 Gig  
speeds.

eero Max 7 router  
included.

Hey neighbor, big news:  
premium internet is on the way.

**Let's face it:** Dealing with other internet providers can be a hassle. Slow speeds, data caps, and frustrating customer service can ruin any day.

We get it. That's why our team at Ezee Fiber is moving to your neighborhood, bringing **multi-gig fiber speeds and lifetime pricing** along with us.

**Why Ezee Fiber?**

- Symmetrical speeds up to 8 Gig
- No data caps, contracts, or gimmicks
- Game-changing eero home Wi-Fi

Call or visit [fast.ezeefiber.com](https://fast.ezeefiber.com) today to pre-register.

*Greg Thomas*  
Greg Thomas  
SVP, Midwest Region

Want your first month on us? Pre-register today and add a \$10 Ezee Pass for priority installation, a free RTIC tumbler, and your first month on us.

Scan or call to pre-register.



872.201.8088  
[fast.ezeefiber.com](https://fast.ezeefiber.com)

OUR CUSTOMER REVIEWS  
4.9 ★★★★★  10,000+ REVIEWS

 **BEST ISP in USA** 2024

Fastest ISP in West South Central US

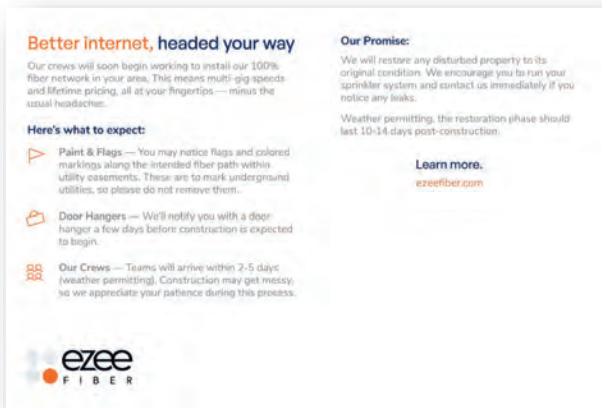


Example

# Construction Notifications

## Construction Postcard #1

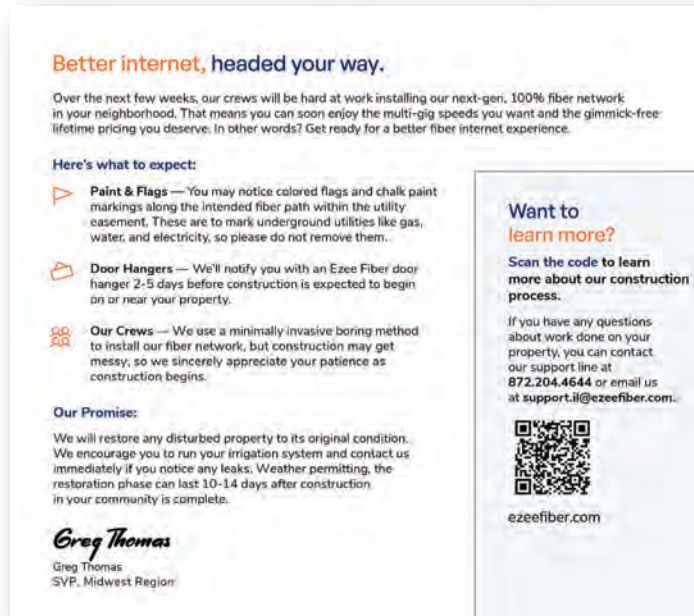
Sent to homeowners 60 (+/-) days before construction begins. It informs homeowners of what to expect during the Ezee Fiber construction process.



Example

## Construction Letter #2

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



## Fiber Is Coming Postcard

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



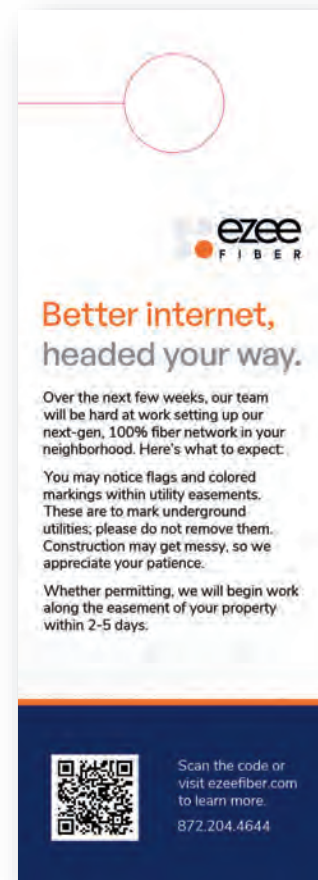
Example



# Construction Notifications

## Better Internet Headed Your Way

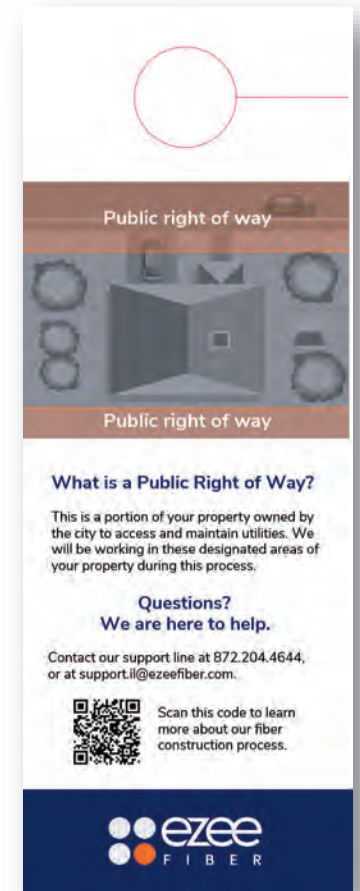
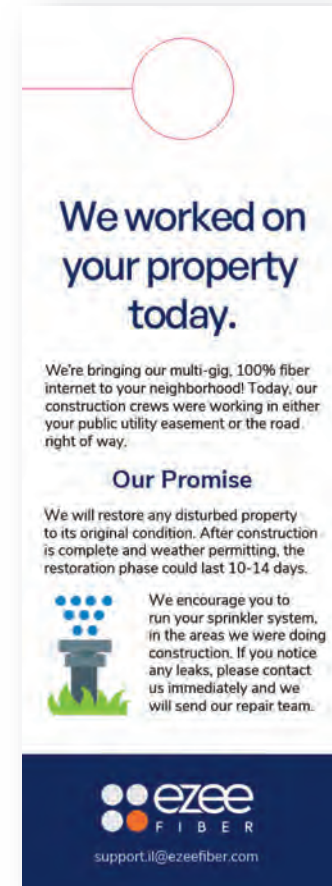
- First door hanger
- Placed on doors 2-5 days before construction begins on / near property
- Explains what to expect during construction
- How to get help if you need it
- Our Promise to restore your property



# Construction Notifications

## We Worked On Your Property Today

- Second door hanger
- Placed on the door the day of construction, informing homeowners we were there
- Reiterates how to get help with construction
- Our Promise to restore your property



# Construction Notifications: Identification

### "Lollipop Signs" (where applicable)

To inform homeowners of our intended build path.



Example: 4" x 4" approximate size

### Contractor Magnet

This is a magnet that is placed on the trucks of contractors while they are working.



# Our Promise

## Our Promise to restore your property

We will restore any disturbed property to its original condition, or better.

After construction is complete, and weather permitting, the restoration phase could last 7-14 days.



# Our Construction Support Process

**Our commitment is to listen, document your concerns and address them as quickly as possible.**

- Call **630.749.3933** to reach an Ezee Fiber Construction Support Specialist. Or email [support.il@ezeefiber.com](mailto:support.il@ezeefiber.com) (example).
- Our Support Specialists can answer a wide array of questions, and if needed, will provide a case number and escalate your concern to a Local Construction Manager.
- The Construction Manager typically will reach out within 24 hours to review your concerns and plan the next steps towards resolution. Emergencies are escalated immediately.
- **We currently resolve 95% of our Construction Referral Tickets within 7 days.**
- Our commitment to delivering an exceptional customer experience is highlighted by our 10,000+ Customer Google Reviews.

**Ezee Fiber**

4.9 ★★★★★ 10,814 Google reviews



# Contact Us

Available to answer your questions

- **Ezee Fiber Customer Service**  
331.307.3933
- **Ezee Fiber Construction Support Specialist**  
630.749.3933
- **Ezee Fiber Support Email**  
[support.il@ezeefiber.com](mailto:support.il@ezeefiber.com)

**Let's connect!**



# Our Technology

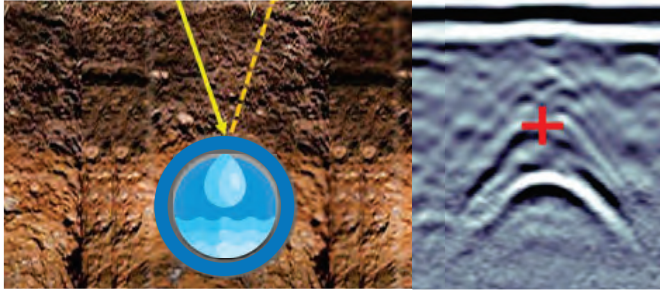
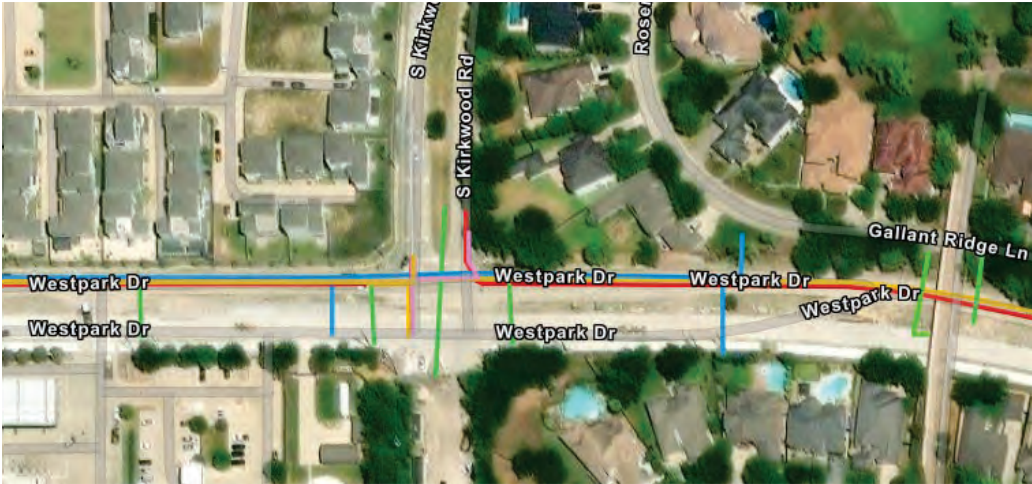
Advanced GIS systems help us serve you better!

## Ground Penetrating Radar

- Helps pinpoint water lines, sewer lines, & storm drains
- Provides depth without having to cut asphalt
- Reduces service interruptions and damages

### UtilityLines\_GPR

- Water
- Storm\_Sewer
- Comms
- Sanitary\_Sewer
- Electric
- Gas
- Other
- Culvert
- Ditch
- ISP Route

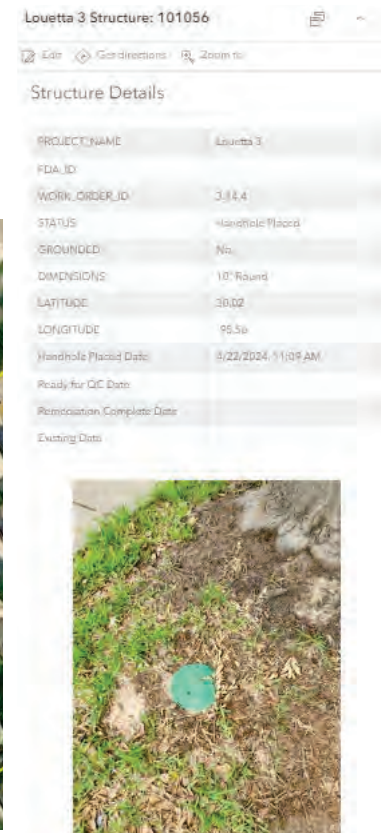
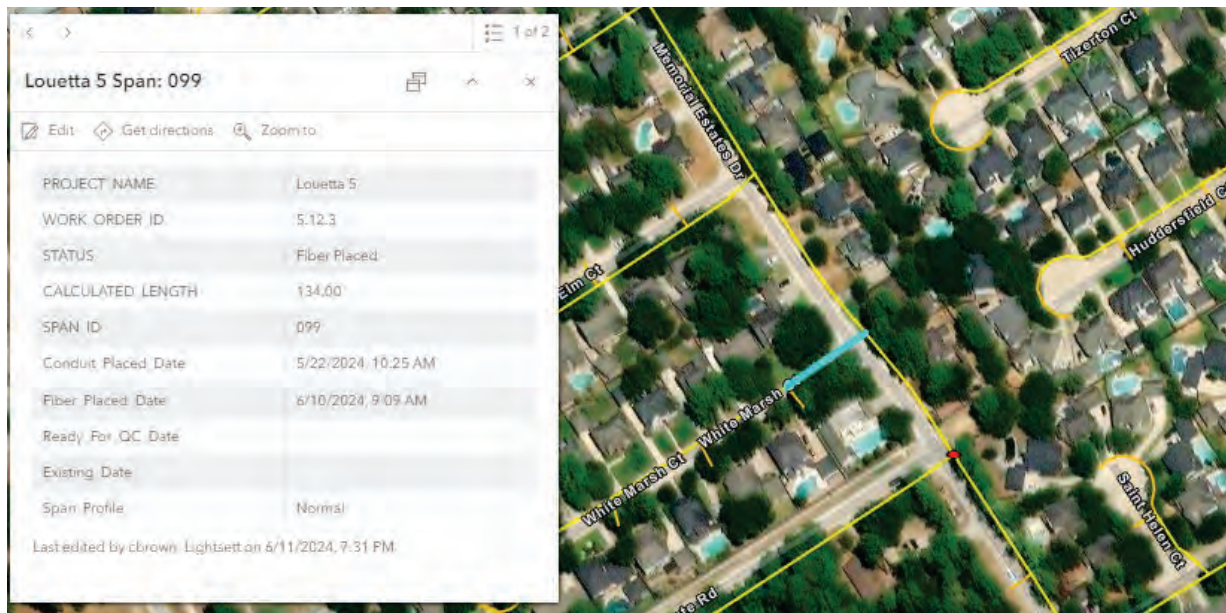


# Our Technology

## Advanced GIS systems help us serve you better!

Construction efforts are tracked in real time

- Pre-construction photos
- Post-construction photos
- Up to date tracking of progress



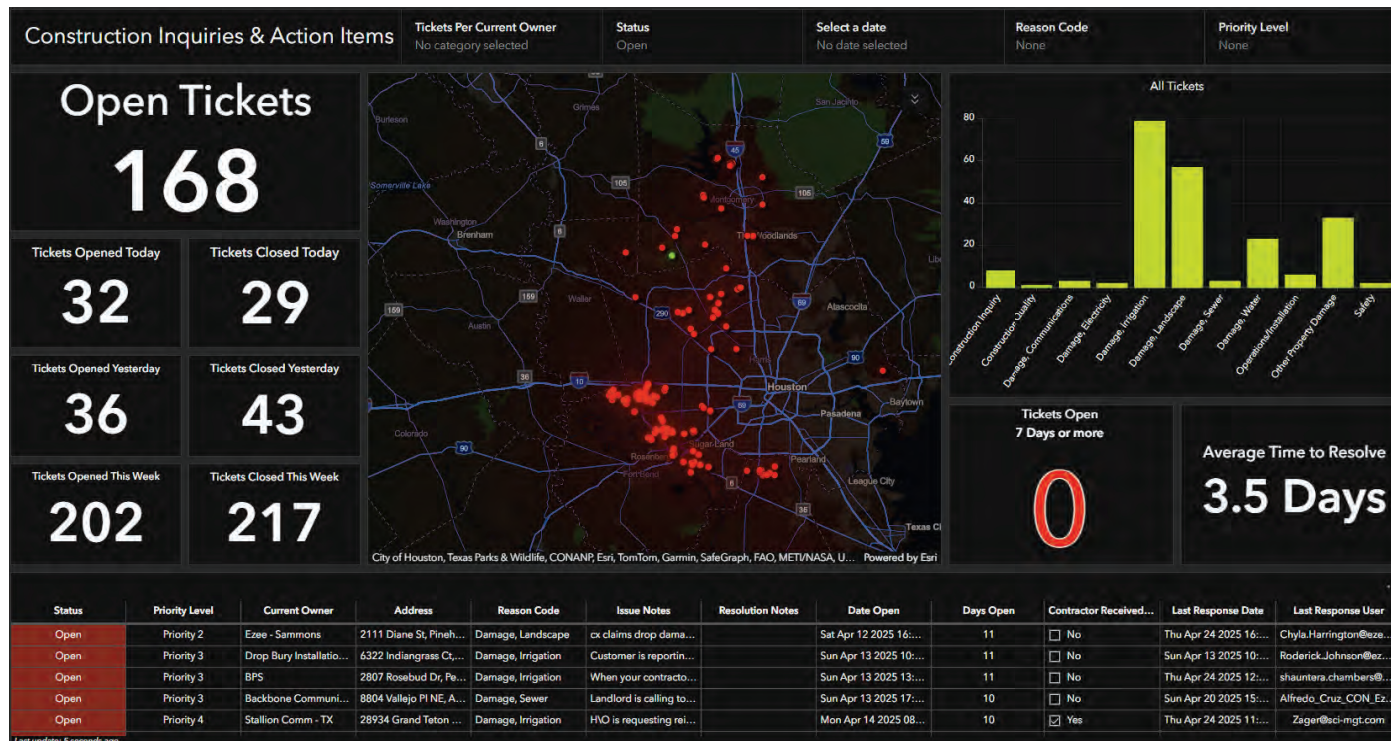
# Our Technology



# Our Technology

## Advanced GIS systems help us serve you better!

- Construction inquiries and support tickets are logged and monitored 24/7



# Community Engagement

**Our goal is to become a partner and a resource**

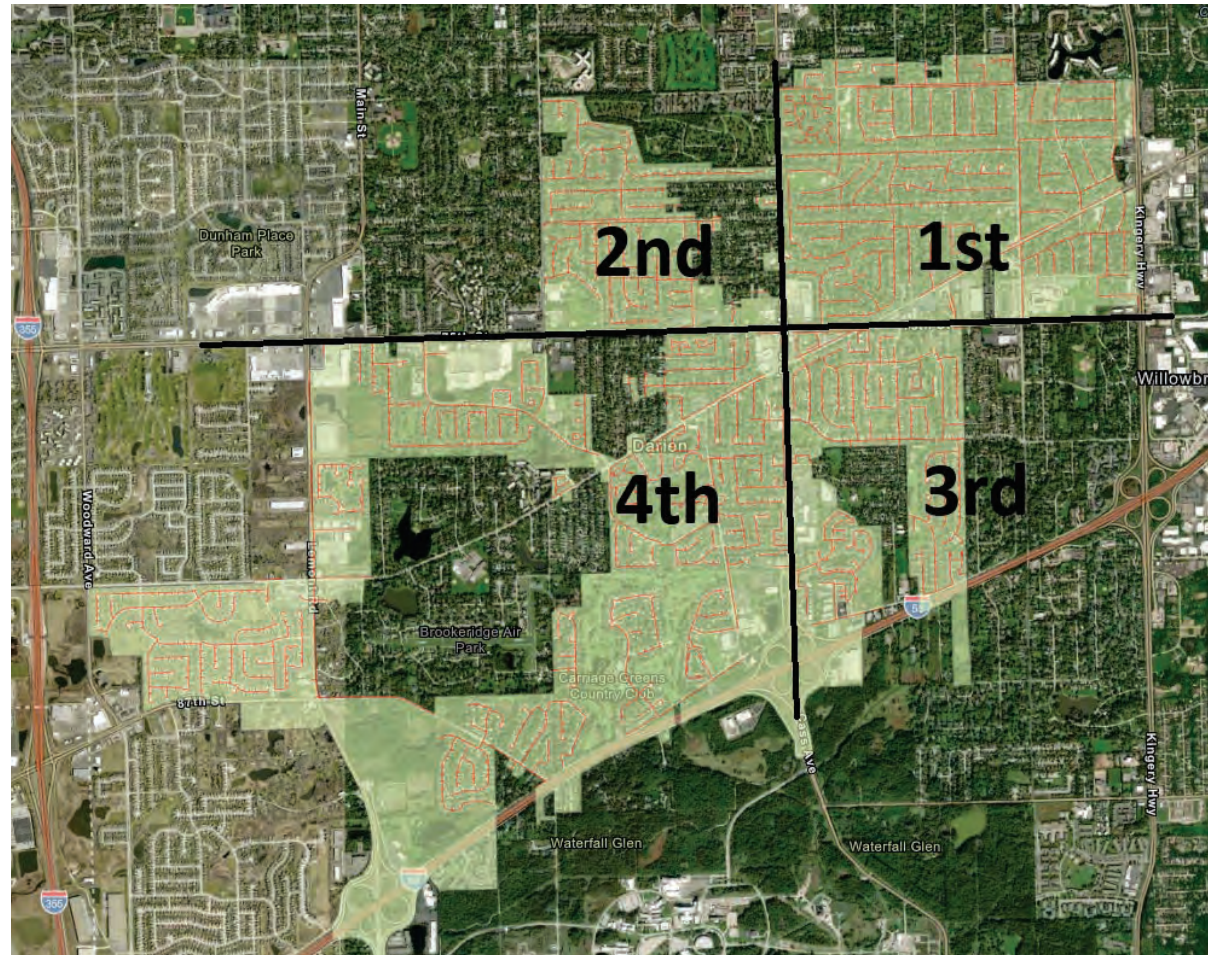
When we make the decision to invest in a community, we also support local pillars such as the Chamber, small businesses, non-profits, first responders, ISDs and HOAs.



# Darien Build Plan

## Plan of Approach

- Proposed build is broken out to ~4 phases
- 2 areas will be under construction at a time
- Areas are separated geographically to reduce overwhelming locate crews and local resources
- Approx 9,000 Total Passings, both SFU and MDU



# Leadership Team Members

- **Patrick Hildebrand, Chief Development Officer**  
[Patrick.hildebrand@ezeefiber.com](mailto:Patrick.hildebrand@ezeefiber.com)
- **Garner Duncan, SVP of Government Affairs**  
[Garner.duncan@ezeefiber.com](mailto:Garner.duncan@ezeefiber.com)
- **Seann Perry, VP of Engineering**  
[Seann.perry@ezeefiber.com](mailto:Seann.perry@ezeefiber.com)
- **Greg Thomas, SVP/GM of Midwest**  
[Gregory.thomas@ezeefiber.com](mailto:Gregory.thomas@ezeefiber.com)
- **Matt DeMuro, VP of Construction**  
[Matt.demuro@ezeefiber.com](mailto:Matt.demuro@ezeefiber.com)



# Q&A

*Thank you for your time.*



**Odelson, Murphey, Frazier & McGrath, Ltd.**

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3318 West 95<sup>th</sup> Street – Evergreen Park, Illinois 60805  
Phone (708) 424-5678  
JBM Direct Dial (708) 634-0266  
JBM e-mail: [jmurphey@omfmlaw.com](mailto:jmurphey@omfmlaw.com)

<b>Memorandum</b>
-------------------

VIA E-MAIL

To: Dan Gombac  
From: John B. Murphey  
Date: March 8, 2026  
Re: Ezee Fiber – Relation Between Federal and Local Law

Dan –

In response to your question, there is a federal law – state law balance in this area. Federal law – the “Telecommunications Act of 1996,” specifically provides in Section 253(a):

No State or local statute or regulation or other State or local legal requirement may prohibit the ability of any entity to provide any interstate or intrastate telecommunication service.

As you can see, the City does not have the legal authority to prohibit Ezee Fiber from entering the Darien market. On the other hand, subsection (c) of this same law provides that this entitlement does not affect “the authority of a . . . local government to manage the public rights-of-way . . . on a competitively neutral and non-discriminatory basis.”

The agreements the City has with Metronet and Lumos specifically provide that the rights granted to each franchisee are non-exclusive. Under the City’s agreement template, if the City enters into an agreement with Ezee Fiber and Ezee Fiber penetrates the market before, say, Lumos, Lumos would have no argument if it turns out that Lumos is not able to install its equipment under particular City

rights-of-way based on things like capacity, interference with other utilities, or other matters under your supervision.

A couple of follow-up notes. First, both Metronet and Lumos have been acquired by T-Mobile. Because Metronet has already penetrated the Darien market, it is highly unlikely that Lumos will attempt to do the same thing.

Second, Ezee Fiber is now operating in a number of other Illinois communities, including Downers Grove.

JBM/sml

**CITY OF DARIEN**  
**DU PAGE COUNTY, ILLINOIS**

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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE APPROVING A MASTER LICENSE AGREEMENT WITH  
EZEE FIBER TEXAS, LLC FOR THE USE OF THE CITY'S RIGHTS-OF-WAY FOR THE  
INSTALLATION, OPERATION, AND MAINTENANCE OF  
TELECOMMUNICATION FACILITIES**

---

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

**THIS 1<sup>st</sup> DAY OF JUNE 2026**

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

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING A MASTER LICENSE AGREEMENT WITH  
EZEE FIBER TEXAS, LLC FOR THE USE OF THE CITY’S RIGHTS-OF-WAY FOR  
THE INSTALLATION, OPERATION, AND MAINTENANCE OF  
TELECOMMUNICATION FACILITIES**

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

**SECTION 1: Approval.** The City Council hereby approves of a certain “Master License Agreement” with Ezee Fiber Texas, LLC for the use of the City’s rights-of-way for the installation, operation, and maintenance of telecommunications facilities in the City, said Agreement to be substantially in the form attached to this Ordinance. See [Exhibit 1](#).

**SECTION 2: Authorization.** The Mayor is hereby authorized to execute said Agreement on behalf of the City.

**SECTION 3: Home Rule.** This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent the terms of this ordinance should be inconsistent with any non-preemptive state law, this ordinance shall supersede state law in that regard within its jurisdiction.

**SECTION 4: Effective Date.** This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

**PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 1<sup>st</sup> day of June, 2026.**

AYES \_\_\_\_\_

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

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

**ORDINANCE NO.** \_\_\_\_\_

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,  
ILLINOIS, this 1<sup>st</sup> day of June, 2026.**

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

ATTEST:

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

APPROVED AS TO FORM:

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

City clean 4-3-25

## MASTER LICENSE AGREEMENT

THIS MASTER LICENSE AGREEMENT ("this Agreement") is entered into by and between the City of Darien, a home rule municipality organized and existing under the laws of the state of Illinois ("City"), and Ezee Fiber Texas, LLC, a Delaware limited liability company ("Licensee"), for the use of City's rights-of-way for the installation, operation and maintenance of telecommunications facilities. [Exhibit A - Disclosure Affidavit](#)

WHEREAS, the City is the exclusive owner of certain public rights-of-way within its corporate limits, and has approved official standards for the construction of facilities on these public rights-of-way; and

WHEREAS, the City is authorized to grant, renew and revoke licenses for the use of the public rights-of-way for the installation, operation and maintenance of telecommunications facilities within its municipal boundaries; and

WHEREAS, Licensee desires to construct, install, operate, and maintain telecommunications facilities in and/or upon the City's public rights-of-way (the "ROWs") within the City's boundaries, subject to the provisions of this Agreement; and

WHEREAS, the City desires to allow Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Mayor and City Council have s determined that the establishment of a Master License Agreement for telecommunications use of public ways will properly facilitate and manage the deployment of telecommunications facilities without requiring Licensee to come before the City Council each time it seeks approval of a site-specific permit for a facility on a City pole or ROW; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, the Licensee and the City agree as follows:

1. **Recitals.** The above recitals are hereby incorporated into this License Agreement as if fully set forth in this Section 1.
2. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all Federal, State and local laws and regulations, the City grants a non-exclusive revocable license ("License") to Licensee for the use of the ROWs to install, operate and maintain telecommunications equipment (the "Facilities"). The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROWs, but shall be deemed to be a license only to use and occupy the

ROWs for the limited purposes stated herein. In the event of default by Licensee, the City shall not be obligated to bring a forcible entry and detainer action to terminate Licensee's rights hereunder. The rights granted to Licensee by the City are and shall be at all times subordinate to the City's right to ingress and egress and use of the public ROWs.

If Licensee intends to use the public right of way of any other governmental entity for installation of its Facilities, it shall be Licensee's responsibility obtain all other required permits or agreements from such entity regarding such use.

This Agreement and the right it grants to use and occupy the ROWs shall not be exclusive and do not, explicitly or implicitly, preclude the issuance of other licenses to operate telecommunications facilities within the City's municipal boundaries.

3. **Term.** The term of this Agreement shall be for a period of ten (10) years, beginning on the date approved by the City Council and ending ten (10) years thereafter, provided that Licensee is in compliance with the requirements of the City's codes and other ordinances and terms and conditions herein ("Initial Term"). This Agreement shall automatically renew for successive five (5) year terms ("Renewal Terms"). This Agreement may be terminated by either party at the end of the Initial Term or then current Renewal Term by providing ninety (90) days' advanced notice of termination to the other party.

4. **Fees.** Licensee shall pay an initial fee of Ten Thousand Dollars (\$10,000) upon execution of this License Agreement ("Initial License Fee").

Thereafter, for so long as (a) the City imposes a simplified municipal telecommunications tax, currently set forth in Chapter 7 of the City Code, (or any successor tax) in the amount of 6%, or the maximum rate otherwise allowable by applicable law, as may be amended from time to time, and (b) Licensee collects and remits said tax, no recurring annual fees or other amounts shall be due to the City for the use and occupancy of the City's ROW's ("Tax"). On no less than a quarterly basis, Licensee shall submit in writing a confirmation of the amount of the simplified telecommunications tax remitted to the State of Illinois for the preceding quarter. Such remittance shall be provided to the City's Finance Department via USPS or electronic mail and it shall include the Licensee's name, the contact information for the person or department responsible on behalf of Licensee for answering any questions related to the remittance, period of remittance and amount remitted.

If the Tax is no longer imposed by the City, unless otherwise prohibited by law, Licensee shall pay an annual fee ("Annual Fee") as follows: No later than May 1<sup>st</sup>, 2026 the amount of Five Thousand Dollars (\$5,000) shall be paid to the City per annum; thereafter, said annual fee shall be increased each year by three percent (3%) over the previous year's fee. The annual fee shall be paid to the City no later than January 2<sup>nd</sup> of each year, Payments made after January 2<sup>nd</sup> shall include a late-penalty fee of ten percent (10%).

In addition to the Initial License Fee, and, as applicable the Tax or the Annual Fee, Licensee shall also be required to pay any applicable permit fees for each permit applied for and/or issued.

5. **Title; Condition of ROWs.** The City makes no representations, warranties or assurances with respect to the following: the condition of the title or boundaries of the ROWs; the condition of the underground duct or conduit; other utilities or facilities in the ROWs; any other improvements or soils located on the ROWs; or the suitability of the ROWs for Licensee's intended use. Licensee assumes all risks associated with the placement, operation and maintenance of the Facilities within the ROWs and suitability of the ROWs for its Facilities. Licensee accepts the ROWs in an "As Is, Where Is" condition, including any environmental conditions, and accordingly, the City shall not be held liable for any damages or liabilities resulting from any actions that arise because of any adverse claims concerning the title, boundaries or condition of the ROWs.

6. **Location.** The location of the Facilities shall be as approved by the City's Director of Municipal Service, or the Director's designee. Licensee shall provide the City with an accurate map "as built" certifying the all locations of the Facilities within the ROWs upon the completion of the Project.. Unless otherwise stated on a permit issued by the City, Licensee shall not locate the Facilities so as to unreasonably interfere with the use of the ROWs by the City, by any utility, by the general public or by other persons authorized to use or be present in or upon the public ROWs. Licensee shall relocate, at its sole cost and expense, any part of its Facilities that is not located in compliance with the permit requirements.

Notwithstanding the foregoing, the parties acknowledge that permit applications submitted to the City by Licensee may identify locations that are outside of the ROW's, thus being outside the scope of this Agreement and the City's authority to permit work in such locations ("Non-ROW Locations"). Non-ROW Locations may include, but are not limited to, public utility easements located on private property and rights-of-way under the jurisdiction of another governmental entity. By issuing a permit in connection with a permit application that discloses the installation of Licensee's facilities in Non-ROW Locations, the City specifically disclaims any and all warranties and representations related to Licensee's authority to enter or install facilities in such Non-ROW Locations. Further, any permit issued by the City in connection with a permit application submitted by Licensee that identifies Licensee's installation of facilities in Non-ROW Locations shall not be considered or construed to be a City grant of permission or authority to Licensee to access such Non-ROW Locations or otherwise grant Licensee authority to install its facilities in such Non-ROW Locations. It is Licensee's sole responsibility to identify and obtain permission from the owners of all Non-ROW Locations to enter such Non-ROW Locations, and the City shall have no duty or obligation to provide said Non-ROW Location owners any information or opinions concerning Licensee's ability to enter upon Non-ROW Locations. In accordance with Section 18 below, Licensee agrees to indemnify, defend and hold the City harmless from any and all claims related to Licensee's anticipated or actual entrance to Non-ROW Locations, damage to Non-ROW Locations, installation of facilities in Non-ROW Locations, or otherwise in connection with Non-ROW Locations.

**7. Use of ROWs.** In its use of the ROWs and any work to be performed thereon, Licensee shall comply with all applicable laws, ordinances, regulations and requirements of Federal, State, County and local regulatory authorities, including the applicable provisions of the Fiber Internet Protocols here as attached and labeled as [Exhibit B](#), and applicable provisions of Darien Municipal Code. Licensee may seek variances or exceptions to the City's ROW Policy and/or per the Fiber Internet Protocols, on a case-by case basis with the City's Director of Municipal Services. In the event of a conflict between this License Agreement and the City ROW Policy and/or per the Fiber Internet Protocols, the terms and conditions of this License Agreement shall control.

Licensee shall use and occupy the ROWs to install, operate and maintain the Facilities, which shall be limited to underground conduit and fiber optic telecommunications cable where existing similar utilities are underground, provided however, Licensee shall have the option of installing aerial fiber optic telecommunications cable where existing similar utilities are located aerially, and related equipment and facilities only, it being specifically understood that the ROWs shall not be used for the burning of refuse, the accumulation and/or storage of debris or other material, or for any unsanitary or unhealthful purposes. All parts of Licensee's Facilities shall be underground, except in areas where existing similar utilities are aerial. Any unauthorized or impermissible use of the ROWs shall be deemed to be a material breach of this License Agreement.

Licensee warrants that the installation of the Facilities will be performed without any trenching or open trenching, but rather by directional boring. If directional boring is not possible for installation of the required Facilities, Licensee agrees to work with the City's Director of Municipal Services, or designee, to determine the method of installation to be used, and to obtain the permission of the City. With the exception of any J.U.L.I.E. locates, Licensee shall not disturb any pavement for the installation, operation, maintenance or removal of its Facilities. All movement and storage of equipment and materials shall be confined to the area designated by the City. All surplus excavated material shall be removed from the ROWs and disposed of in accordance with any applicable laws or regulations. All tree stumps, and other debris resulting from construction operations shall be removed from the ROWs.

**7. Installation, Operation and Maintenance.** As a condition precedent to its right to access, use or attach any of its Facilities, Licensee shall, prior to occupying any area, submit a site specific permit application for each location, including all siting, design, construction methodology, manufacturer's specifications, and structural engineering reports as necessary, and receive from the Director of Municipal Services or designee a site-specific permit for each location.

Unless otherwise provided by law, the City reserves the right to refuse to approve or authorize any permit application when it determines that space in a ROW is inadequate to accommodate the Licensee's Facilities. All terms and conditions contained in this Agreement shall be incorporated into each individual permit obtained for each location. The installation, operation and maintenance of the Facilities shall comply with all applicable ordinances, statutes, laws or regulations.

The Licensee, in the performance of an exercise of any of its authorizations and obligations under this Agreement shall not obstruct or interfere in any manner with the City ROWs, existing utility easements, private rights of way, sanitary sewers, sewer laterals, water mains, storm drains, gas mains, poles, aerial and other existing telecommunications facilities without the express written approval of the City or the other owners, including franchisees, of the affected property. In the event of a dispute with the owner of private property or other utilities, upon request, evidence of Licensee's rights to occupy or utilize of private property or utilities' facilities shall be provided to the City. Further, if Licensee proposes to install its Facilities on a non-City owned utility pole in the ROW, Licensee, upon request, shall submit evidence of its authority to occupy the existing pole as part of its site-specific permit application.

The City shall not be liable to the Licensee or its customers for any interruption of service to the Licensee or interference with the Licensee's Facilities for any reason whatsoever.

Maintenance of the Facilities within the ROWs shall be the responsibility of Licensee. The Facilities shall be maintained in good and safe condition and in a manner that complies with all applicable Federal, State and local laws, regulations and policies. Licensee shall use due care to ensure that no damage, beyond reasonable wear and tear, is caused to the ROW's. The City reserves the right to enter upon and repair any or all damage to the areas surrounding the licensed premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee. In particular, Licensee shall take the necessary steps to ensure that all structures are at grade and in good repair. In the event the City identifies any structure that requires repair, the Licensee shall make the necessary arrangements to safely secure the hazard within eight (8) hours of notification. Final remediation shall be completed within five (5) days upon initial contact and weather permitting. In the event the Licensee is not responsive per the time line above regarding any hazard the City, will take the necessary steps to secure the hazard and invoice licensee directly to the Licensee.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency ("Emergency Maintenance"), Licensee may access the ROWs and commence such Emergency Maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for Emergency Maintenance set forth in the City ROW Policy.

8. **Police Powers.** Nothing in this Agreement shall be construed as an abrogation by the City of any of its police powers to adopt and enforce generally applicable ordinances deemed necessary for the health, safety, and welfare of the public, and the Licensee shall comply with all generally applicable laws and ordinances enacted by the City pursuant to such police power.

9. **Reservation of Authority.** Nothing in this Agreement shall (A) abrogate the right of the City to perform any public works or public improvements of any description, (B) be construed as a waiver of any codes or ordinances of general applicability promulgated by the City, or (C) be construed as a waiver or release of the rights of the City in and to the Public Ways.

10. **Marking.** Prior to and during any installation or relocation of any underground cables or utility lines, Licensee shall contact J.U.L.I.E. to ascertain the presence and location of existing aboveground and underground facilities within the ROWs to be occupied by Licensee's Facilities and install route markers in accordance with the Illinois Underground Facilities Damage Prevention Act.

The City shall have no obligation to mark the location of Licensee's Facilities. Licensee agrees that it will become a member of J.U.L.I.E. as a requirement of this License Agreement and that such a system is designed to alert Licensee to planned work in the rights-of-way, so that Licensee can mark the location of its facilities to avoid damage. The City shall have no obligation to alert Licensee to proposed work by itself or others, other than as a participating member of the J.U.L.I.E. system.

11. **Public Safety.** Licensee or other person acting on its behalf, at its own expense, shall use suitable barricades, flags, flagmen, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of any work in or affecting the ROWs or other property.

If the City, in its reasonable discretion, determines that a particular use of the ROWs by Licensee is, or will be, hazardous to the public or the property, Licensee, upon written notice from the City, shall install commercially reasonable safety devices or make commercially reasonable modifications at Licensee's sole expense to render the ROWs safe for, and compatible with, public use. In the event Licensee fails to install such safety devices or make required modifications within twenty-four (24) hours, or, if such modifications cannot be completed expeditiously to render the ROWs safe for the public, the City may install such safety devices. In the event the City installs such safety devices, the Licensee agrees to pay the actual costs of such improvements upon written demand, or the City may terminate this License Agreement, with all rights of Licensee hereunder being forfeited, and the Licensee waives all rights and claims of any kind against the City arising out of this License Agreement and its termination.

12. **Restoration of ROWs.** Within ten (10) days after initial construction operations have been completed or after repair, relocation or removal of the Facilities, Licensee shall grade and restore all areas disturbed by construction operations to a condition substantially similar to that which existed prior to the work. This time period may be extended for good cause shown. If weather or other conditions do not permit the complete restoration required by this Section, Licensee shall temporarily restore any disturbed property. Such temporary restoration shall be at Licensee's sole expense and Licensee shall promptly undertake and complete the required permanent restoration when the weather or other conditions permit such permanent restoration.

For a period of twelve (12) months following any work in the ROWs by Licensee or any person acting on Licensee's behalf, except for backfilling which shall be a five (5) year period, Licensee shall, at its sole expense, be responsible for all costs of restoring any disturbances or damage to the ROWs or any other City property and for all repairs or damage to City property caused by Licensee, its officers, agents, employees, contractors, subcontractors, successors, and

assigns, except to the extent any of the foregoing are caused by the negligence of the City. All such restoration shall be performed per the City Code Section 6B-5-19 ("Cleanup and Restoration") and the Fiber Internet Protocols to and to the reasonable satisfaction of the City.

Disturbed grass areas shall be restored with starter fertilizer and sod or grass seed, starter fertilizer and straw mat. Licensee shall coordinate with the City's Director of Municipal Services or their designee to determine which solution will be deployed on a case-by-case basis. All open excavations necessary for the installation, repair, relocation, maintenance or removal of the Facilities shall be properly backfilled as identified within the Fiber Internet Protocol sheets for right of ways, and any asphalt pavement or PCC concrete pavement or sidewalk shall be replaced with like-kind and quality materials. The backfill settlement repair period shall be for five (5) years from the date of placing said backfill, during which time the affected areas shall be maintained by Licensee at its sole expense in a condition satisfactory to the City. Under hard surface areas, such as roadways, sidewalks and drives, trench backfill shall be compacted and certified by the City to comply with the City construction standards. All restoration work shall be completed in accordance with the City ROW Policy or other City zoning or construction standards, whichever is more stringent and/or comprehensive.

In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other City property as set forth above, the City may make or cause to be made such restoration or repairs and either demand payment from Licensee, who agrees to pay the actual and reasonable costs of such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

13. **Environmental.** Licensee shall not trim or cut any trees or shrubs, alter or impede water flowage, apply chemicals or disturb the topography of the ROWs in any manner without prior written approval of the City. Licensee will take all reasonable steps to assure that Licensee will not release any regulated material in violation of any Federal or State environmental law on the ROWs. Licensee, at its sole cost and expense, shall remediate, remove, clean up or abate in accordance with Federal or State law, or the directives of the appropriate oversight agency, a release of a regulated material in violation of a Federal or State law occurring on the ROWs, to the extent such a release was caused by Licensee. In the event of a release of a regulated material in violation of a Federal or State law on the ROWs by Licensee, or any claim or cause of action brought against the City regarding such release, the indemnification provided for in Section 18 shall apply.

14. **Damage to Licensee's Facilities.** The City, its officers and employees shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's Facilities within the ROWs as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling or work of any kind in the ROWs by or on behalf of the

City, with the exception of any loss, cost or damage proximately caused by the City's willful misconduct.

15. **Licensee Form of Business Disclosure.** Licensee agrees to complete and maintain on file with the City a current Disclosure Affidavit, attached as Exhibit "A" to this License Agreement.

16. **No Transfer or Assignment.** This License Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this License Agreement, Licensee acknowledges and agrees that it does not have the right or authority to transfer or assign this License Agreement or any interest herein without the prior written consent of the City; provided, however that Licensee shall have the right, without the City's prior written consent, but with prior written notice to the City and submission of a revised Exhibit "A", to assign or otherwise transfer this License Agreement to any successor entity or affiliate or subsidiary of Licensee, or to any entity into which Licensee may be merged or consolidated or which purchases all or substantially all of the assets of Licensee. Any such written consent required under this Section 17 may not be unreasonably withheld. Any transferee or assignee must, at a minimum, show satisfactory evidence that it meets the insurance requirements and other terms, conditions, and provisions contained herein. In the event the License herein granted is terminated or the Licensee transfers title to the Facilities or vacates or ceases to use the Facilities, Licensee shall, nevertheless, remain liable to the City under the provisions hereof, until said Facilities herein authorized is removed, and the public ROWs are restored as herein required. Acceptance of payment from an entity or person other than Licensee shall not constitute a waiver of this provision.

17. **Indemnity/Hold Harmless.** To the fullest extent permitted by law, Licensee shall defend, indemnify, protect and hold harmless the City and its officials, officers, employees and agents from and against all third party injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from, directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the Facilities or Licensee's use of the ROWs, Licensee's potential or actual use of Non-ROW Locations, and in providing or offering service over the Facilities.

Licensee shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This License Agreement shall not be construed as requiring the Licensee to indemnify the City for its own negligence or willful misconduct. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder and shall survive termination of this Agreement.

18. **Insurance.** Licensee shall, at its sole expense, cause to be issued and maintained, at its sole expense, the following minimum levels of insurance until the Facilities are removed from the ROWs and for a period of 2 years after the ROWs have been properly restored as required herein:

1. Workers Compensation – Statutory limits
2. Employers Liability – One million dollars (\$1,000,000) per employee and One million dollars (\$1,000,000) per accident
3. Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X,” “C,” and “U” coverages) and products-completed operations coverage with limits not less than:
  - i) Five million dollars (\$5,000,000) for bodily injury or death to each person;
  - ii) Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
4. Automobile Liability - for all owned, hired and non-owned automobiles – One million dollars (\$1,000,000) each accident
5. Professional Liability – Five million dollars (\$5,000,000)

If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this Section.

Prior to commencing work on the Facilities described herein, Licensee shall furnish the City with the appropriate Certificates of Insurance, and applicable policy endorsements. Licensee shall have the Commercial General Liability, Automobile Liability, and Umbrella/Excess Liability policies endorsed to add the “City of Darien, its officers, officials, agents and employees” as “additional insureds”. Such insurance afforded to the City shall be endorsed to provide that the insurance provided under each policy shall be Primary and Non-Contributory.

Commercial General Liability Insurance required under this Section shall be written on an occurrence form and shall include coverage for Products/Completed Operations, Personal Injury with Employment Exclusion (if any) deleted, Blanket XCU and Blanket Contractual Liability insurance applicable to defense and indemnity obligations. Commercial General Liability, Employers Liability and Automobile Liability Insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by Umbrella and/or Excess Liability policies. Workers’ Compensation coverage shall include a waiver of subrogation against the City.

All insurance provided pursuant to this Section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the State of Illinois. (All insurance carriers shall be rated “A-” or better and of a class size “X” or higher by A.M. Best Company.)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be canceled, materially changed, non-renewed or restrictive modifications added, without

thirty (30) days prior written notice to the City. Renewal certificates shall be provided to the City not less than five (5) days prior to the expiration date of any of the required policies. All Certificates of Insurance shall be in a form acceptable to the City and shall provide satisfactory evidence of compliance with all insurance requirements. The City shall have the right to examine any policy required and evidenced on the Certificate of Insurance.

19. **Security.** Prior to performing any work in the ROWs, Licensee shall establish a security fund in the amount of Fifty Thousand Dollars (\$50,000), which shall be provided to the City in the form, at the Licensee's election, of surety bond, cash or an unconditional letter of credit acceptable to the City. This security fund shall serve as security for those purposes set forth in the City ROW Policy, including but not limited to the installation of the Facilities in compliance with applicable plans, permits, technical codes and standards, the proper location of the Facilities as specified by the City, restoration of the ROWs and other property affected by the construction or to satisfy any claims or damages. The City may draw on the letter of credit, surety bond, or withdraw cash based on the City's determination that Licensee's activities have violated any City law or the requirements of this Agreement. Such security fund shall be in addition to any additional security required to be deposited with the City in connection with any permit in accordance with the City's ordinances, the City's Municipal Code and the terms of this Agreement..

20. **Duty to Provide Information.** Within fifteen (15) days of a written request from the City, Licensee shall furnish any information requested that is reasonably related to this License Agreement, the License granted hereunder, and any business activities related to the License or business operations of Licensee in the City.

21. **No Encumbrances.** Licensee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the ROWs.

22. **Taxes.** Nothing contained in this License Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment, which is or may be hereinafter lawfully imposed on it relative to its use of the ROWs or its operation of the Facilities, including but not limited to the "Darien Simplified Municipal Telecommunications Tax".

23. **Video Programming.** Licensee shall notify the City if it intends on providing cable television content over the Facilities to subscribers within the City. If required by law, Licensee will enter into a cable franchise or an open video system franchise agreement with the Village in the event Licensee does provide cable television content over its Facilities.

24. **Removal, Relocation, or Modifications of Utility Facilities.** Within sixty (60) days following written notice from the City, Licensee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any part of its Facilities within the ROWs whenever the City has determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably

performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to relocate, remove, change or alter its facilities, shall be granted an extension by the City, not to exceed one hundred twenty (120) days, to complete such work. In the event that relocation of any or all of the Facilities is required and the City and Licensee are unable to identify a feasible alternative to relocation within the sixty (60) day period, then the City may terminate this License Agreement, without penalty or payment to Licensee, solely with respect to the portion of the ROWs required by the City for the above reasons or other public purposes.

25. **Removal of Unauthorized Facilities.** Within sixty (60) days following written notice from the City, Licensee shall, at its own expense, remove all or any part of any unauthorized facilities or appurtenances from the ROWs, provided however, if such relocation, removal, change or alteration cannot be reasonably performed within the sixty (60) day period, if Licensee, within that period shall have commenced with due diligence to remove its facilities, shall be granted an extension by the City, not to exceed one thirty (30) days, to complete such work. A facility is unauthorized and subject to removal in the following circumstances:

- 1) Upon expiration or termination of this License Agreement or permit obtained by Licensee, unless otherwise permitted by applicable law;
- 2) If the facility was constructed or installed without the prior grant of a license or permit;
- 3) If the facility was constructed, installed or maintained in violation of this License Agreement or the City ROW Standards; or
- 4) If the facility was constructed or installed at a location not permitted by any permit obtained by Licensee.

If the Licensee installs its Facilities in a ROW without a permit for that location, the Licensee agrees to pay a penalty payable to the City in the sum of five thousand dollars (\$5,000.00) per month due on the first day of each month regardless of the amount of time the Licensee's Facilities remain in the ROW during that month until removed or permitted. Payment of the penalty shall not authorize the presence of the Facilities in the specific site without a permit. No action or inaction by the City with respect to unauthorized use of any City ROW shall be deemed to be a ratification or an unauthorized use.

26. **Emergency Removal or Relocation of Facilities.** The City retains the right and privilege to disconnect, cut, move or remove any part of Licensee's Facilities located within the ROWs of the City, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the City shall attempt to notify Licensee, if known, prior to cutting or removing any part of the Facilities and shall notify Licensee after cutting or removing any part of the Facilities.

In the event Licensee is required to disconnect, relocate, remove, change or alter the position of part or all of its Facilities from City ROWs and fails to do so within the time required by the City, the City may make or cause to be made such disconnection, relocation, removal, change, or alteration, and Licensee shall be liable to the City for all costs regarding same. The City may either demand payment from Licensee, who agrees to pay the reasonable costs of such

relocation or removal upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City, or demand payment from the security posted by Licensee, which payment must be received by the City within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the City.

27. **Termination.** The City may terminate this License Agreement and the License granted herein for any of the following reasons:

- 1) Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in the permit application; or
- 2) Failure to cure a breach of this License Agreement or noncompliance with the City ROW Policy after receipt of written notice and a thirty (30) day cure period; or
- 3) Licensee's physical presence or presence of Licensee's Facilities on, over, above, along, upon, under, across, or within the ROWs presents a direct or imminent threat to the public health, safety, or welfare; or
- 4) Licensee's failure to construct the Facilities substantially in accordance with the permit and approved plans; or
- 5) Failure to provide the required traffic control; and to respond to requests from the City to correct such deficiencies within a reasonable time frame.

Upon termination of this Agreement for any reason, Licensee shall, within thirty (30) days of written notice from Licensor, remove its Facilities from all City ROWs and restore all ROWs as required herein.

Licensee may terminate one or more of the Facilities locations pursuant to this Agreement by giving at least thirty (30) days written notice. Licensee will not be subject to any penalty or fee for terminating such Facilities location prior to the end of the term of this Agreement.

28. **No Waiver.** The waiver by one party of any breach of this License Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this License Agreement and will not be construed to be a waiver of any provision except for the particular instance.

29. **Amendments.** This License Agreement represents the entire agreement between the parties. No oral changes or modifications of this License Agreement shall be permitted or allowed. Changes or modifications to this License Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the City.

30. **Notices.** Any notice will be in writing and will be sent via recognized private commercial delivery service such as Fed Ex or UPS. Service will be deemed effective when delivered to the other party. Notices shall be addressed to designated representatives of both parties as follows:

City: City of Darien  
1702 Plainfield Road.  
Darien, Illinois 60561  
ATTN: City Administrator

With a Copy To: John B. Murphey  
Odelson, Murphey, Frazier & McGrath, Ltd.  
3318 West 95<sup>th</sup> Street  
Evergreen Park, Illinois 60805  
Tel: 708-424-5678  
[jmurphey@omfmlaw.com](mailto:jmurphey@omfmlaw.com)

Licensee: Ezee Fiber Texas, LLC  
Attn: Garner Duncan, SVP of Government Affairs  
5959 Corporate Dr., Ste. 2000  
Houston, TX 77036  
[Garner.duncan@ezeefiber.com](mailto:Garner.duncan@ezeefiber.com)

With a copy to: Ezee Fiber Texas, LLC  
Attn: George Salimbas, General Council  
5959 Corporate Dr., Ste. 2000  
Houston, TX 77036  
[legal@ezeefiber.com](mailto:legal@ezeefiber.com)

31. **Severability.** In the event that any provision of this License Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

32. **Law and Venue.** This License Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes between the City and the Licensee shall be DuPage County, Illinois.

**Ezee Fiber Texas, LLC**

**CITY OF DARIEN**

By:   
Its: General Counsel

By: \_\_\_\_\_  
Its: Mayor

Date: \_\_\_\_\_, 20\_\_\_\_

Date: \_\_\_\_\_, 20\_\_\_\_



**Exhibit "A"**  
**DISCLOSURE AFFIDAVIT**

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination that the contract is exempt from any section must be obtained.)

I. BUSINESS STATUS STATEMENT

I, the undersigned, being duly sworn, do state as follows:

A. Ezee Fiber Texas, LLC (hereafter "Licensee") is a:

(Place mark in front of appropriate type of business)

Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

B. INC

The State of incorporation is \_\_\_\_\_

The corporate officers are as follows:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Chief Financial Officer: \_\_\_\_\_

C. PARTNERSHIP/LLC

The partners or members are as follows: (Attach additional sheets if necessary)

Name	Home Address
------	--------------

Name	Home Address
------	--------------

City clean 4-3-25

Name

Home Address

Name

Home Address

The business address is 5959 Corporate Drive, suite 2000,

Houston, Texas 77036

Telephone: \_\_\_\_\_

D. INDIVIDUAL PROPRIETORSHIP

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_

Under penalty of perjury, \_\_\_\_\_ (Licensee's Name)

certifies that \_\_\_\_\_ is its correct Federal Taxpayer Identification Number,  
(FEIN/SSN)

or, in the case of an individual or sole proprietorship, Social Security Number.

LICENSEE

By: [Signature]

Its: General Counsel

Subscribed and sworn to before me this 3rd day of February, 2026.



[Signature]  
Notary Public

**Exhibit "A"**  
**DISCLOSURE AFFIDAVIT**

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination that the contract is exempt from any section must be obtained.)

**I. BUSINESS STATUS STATEMENT**

I, the undersigned, being duly sworn, do state as follows:

A. Ezee Fiber Texas, LLC (hereafter "Licensee") is a:

(Place mark in front of appropriate type of business)

Corporation (if a Corporation, complete B)

Partnership (if a Partnership, complete C)

Limited Liability Corporation (if an LLC, complete C)

Individual Proprietorship (if an Individual, complete D)

B. INC

The State of incorporation is \_\_\_\_\_

The corporate officers are as follows:

President: \_\_\_\_\_

Vice President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Chief Financial Officer: \_\_\_\_\_

C. PARTNERSHIP/LLC

The partners or members are as follows: (Attach additional sheets if necessary)

_____ Name	_____ Home Address
---------------	-----------------------

_____ Name	_____ Home Address
---------------	-----------------------

_____	_____
-------	-------

City clean 4-3-25

Name

Home Address

Name

Home Address

The business address is 5959 Corporate Drive, suite 2000,

Houston, Texas 77036

Telephone: \_\_\_\_\_

D. INDIVIDUAL PROPRIETORSHIP

The business address is \_\_\_\_\_

Telephone: \_\_\_\_\_

My home address is \_\_\_\_\_

Telephone: \_\_\_\_\_

Under penalty of perjury, \_\_\_\_\_ (Licensee's Name)

certifies that \_\_\_\_\_ is its correct Federal Taxpayer Identification Number,  
(FEIN/SSN)

or, in the case of an individual or sole proprietorship, Social Security Number.

LICENSEE

By: [Signature]

Its: General Counsel

Subscribed and sworn to before me this 3rd day of February, 2026.



[Signature]  
Notary Public



## PROTOCOL FOR NET PROVIDERS-**Ezee-Fiber EXHIBIT B**

1. The onsite contractor/sub-contractor shall maintain Detail Sheets and Plans for equipment and cables at the site(s)
2. Right of Way Restoration/driveway inspections and permitting will be capped at \$80,000. All re-inspections will be assessed a \$25.00 re-inspection per specific site location
3. Boring and Restoration Bonds - The bonds coverage language and security instrument for all borings and restorations shall be included within the franchise agreement
4. All utilities within the ROW shall be potholed - potholes shall not be left open overnight. Upon the backfilling of any and all potholes, the following will be required:
  - a. Pothole excavations shall be removed from the site
  - b. Backfill shall include either coarse sand or screening or other approved granular self-compacting backfill to within 8-inches from the finished grade
  - c. The remaining 8-inches of backfill shall consist of topsoil
  - d. Sod or seed, starter fertilizer and straw blanket for seed, straw blanket shall be pinned in place with biodegradable pins
  - e. All restoration shall be watered a minimum of 7 times to promote healthy turf establishment. In lieu of watering the vendor will be responsible for full turf establishment after one season
  - f. All driveway aprons that require potholes will be restored with alike material. The restoration limits of all concrete aprons shall include the removal for the full width and from the road edge to the first existing mechanical joint width. Concrete shall be placed at a depth of 5-inches and the mix design shall be a 6-bag mix ratio and a concrete sealer shall be applied. The concrete sealer to be utilized will be Aquanil Plus 40-A or Salt Shield distributed through ChemMasters and Specco Industries. All asphalt driveways shall be replaced for the full width and from the road edge up to two-feet beyond the pothole. Asphalt shall be placed at a depth of 3 inches and the mix design shall be a driveway mix or bituminous surface. All driveways will require a pre-pour inspection.
5. The Cable Provider under this buildout will be required to provide locating services through USIC Locating Services LLC or other approved locating service for watermain and water services and street light cables as it pertains to fiber cable installations. City crews will assist in locating in areas of conflict. See protocol 7 below related to streetlights.
6. Permitted Hours of Construction - No construction for which a building permit is required, under this chapter, shall commence before the hour of six thirty o'clock (6:30) a.m. or continue after the hour of ten o'clock (10:00) p.m. Monday through Friday, or commence before the hour of seven thirty o'clock (7:30) a.m. or continue after the hour of ten o'clock (10:00) p.m. on Saturday or Sunday.
7. Street Lights - The contractor shall be responsible to provide a 24 hour notice, for street light activation, to the Water Department Foreman, [dcable@darienil.gov](mailto:dcable@darienil.gov) and the Municipal Services Superintendent, [kthrom@darienil.gov](mailto:kthrom@darienil.gov) via e-mail, and receive verification before starting work, regarding the area of boring/excavation in order to energize the street lights. In the event of a hit line or identified non-working segment of street lights, the City will determine the cause and responsibility of repair – STREET LIGHT REQUIREMENTS
8. Permit Submission - Permit shall be issued as a one-time permit with plans on file for the entire City buildout. A final as-built will be required upon project completion.
9. BUILDING PERMIT APPLICATION - Permit to be submitted via email to [mbelmonte@darienil.gov](mailto:mbelmonte@darienil.gov)
10. CONTRACTOR LICENSE APP - All subcontractors are required to apply for a contractor's license.
11. A certificate of Insurance will be required as per the attached form

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

City of Darien 1702 Plainfield Road Darien, IL 60561

Office: 630-852-5000 Fax: 630-852-4709 [www.darienil.us](http://www.darienil.us)

## CITY OF DARIEN

### RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

#### I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

#### II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

#### III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

#### **IV. PUBLIC HEARING REQUIREMENTS.**

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

**Approved by a Motion on November 17, 2014**

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### **Policy establishing guidelines pertaining to the adoption of a requested ceremonial document, proclamation, and/or resolution supporting the activities or endeavors of the requestor**

#### **I. Purpose**

The purpose of this policy is to establish guidelines for the issuance of ceremonial documents, proclamations, and supporting resolutions by the City of Darien. These documents are strictly honorary and do not carry any legislative or legal significance. The issuance of ceremonial documents, proclamations and supporting resolutions recognize and celebrate significant achievements, milestones, and events within the City of Darien.

#### **II. Policy**

It is the policy of the City Council to consider requests for ceremonial documents, proclamations, and supporting resolutions only when:

1. such issuance positively and directly impacts the Darien community, pertain to a Darien event, person, organization, or cause with local implications
2. such issuance proclaims certain events or causes when such proclamations pertain to a Darien event, person, organization, or cause with direct local implications at determined by the city.
  - a. Examples of acceptable recognition include, but is not limited to:

- Matters of public awareness about an issue for a community organization.
  - Arts, cultural or historical occasions.
  - A commemoration of a specific accomplishment, time, period, or event that impacts Darien residents.
  - Recognizing the diverse cultures in Darien
  - Recognition of action/service above and beyond the call of duty
  - Recognition of extraordinary action or achievement.
- b. Examples of unacceptable recognition include, but is not limited to:
- Events or organizations with no direct relationship to or location within the corporate limits of the City of Darien
  - Campaigns for events contrary to Darien's policy or the wellbeing of its businesses or residents
  - Political, religious or foreign issues not within the immediate responsibility or sphere of influence of the City as determined by the City.
  - Anything that may suggest an official city position on a matter under consideration by the city

All requests for a ceremonial document, proclamation, or a supporting resolution shall be submitted to the Mayor.

**Approved by Resolution No. R-57-24 on June 3, 2024**