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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

November 6, 2023

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 — [October 16, 2023](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Consideration of a Motion to Approve the Appointment of [Melody Jankowski](#) to the Holiday Home Decorating Committee
 - B. Consideration of a Motion to Approve the Reappointment of [Elizabeth Hayes](#) to the Holiday Home Decorating Committee
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 — [23-24-13](#)
13. Standing Committee Reports

14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**
15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Approve the Expenditure of Budgeted Funds, Line Item 01-40-4219 Professional Liability Insurance – PPE First Aid, to [Purchase \(20\) Zoll AED](#) 3 Packages from Second Chance Cardiac Solutions Inc. in the Amount of \$28,815.00
 - B. Consideration of a Motion to Approve the Expenditure of Budgeted Funds, Line Item 01-40-4325 Consulting/Professional Services for a [One-Year Law Enforcement Policy Manual Update Subscription](#) from Lexipol, LLC in the Amount of \$10,134.09
 - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Accept a Proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the [Professional Design Engineering Services Related to the Survey and Preparation of Design Drawings for the Plainfield Road Retaining Wall](#) at the South West Corridor of Plainfield Road and Cass Avenue in an Amount not to Exceed \$52,300
 - D. Consideration of a Motion Approving a [Contingency in the Amount of \\$20,000 for Easement Acquisition](#), Pending Survey and Design Engineering for the Plainfield Road Retaining Wall
 - E. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Connexion to [Purchase Street Light Fixtures and Shield](#) at the Submitted Unit Price through April 30, 2024
 - F. Consideration of a Motion to Approve a Resolution Accepting a Proposal from Connexion to [Purchase Street Light Poles](#) at the Submitted Unit Price through April 30, 2024
 - G. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of Biomelt AG 64, the Organic Deicing Accelerator Product](#), from SNI Solutions, in an Amount not to Exceed \$11,205(4,500 Gallons x \$2.49/Gallon)
 - H. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of Alternative Liquid De-Icer and Anti-Icing Products](#) from Industrial Systems Ltd., in an Amount not to Exceed \$17,235.00
 - I. Consideration of a Motion Approving [a Contingency in the Amount of \\$10,000](#) for Unforeseen Winter Conditions that May Require the Use of Additional Liquid De-Icer and Anti-Icing Products
 - J. Consideration of a Motion to Approve a Resolution Authorizing the [Purchase of Alternative Liquid De-Icer and Anti-Icing Products](#) from K-Tech Specialty Coatings, Inc., in an Amount not to Exceed \$23,276.00
 - K. Consideration of a Motion Approving [a Contingency in the Amount of \\$10,000](#) for Unforeseen Winter Conditions that May Require the Use of Additional Liquid De-Icer and Anti-Icing Products

- L. Consideration of a Motion to Approve [an Ordinance Approving a Water Purchase and Sale Contract between the DuPage Water Commission and Contract Customers](#)
 - M. Consideration of a Motion to Approve [a Resolution Approving an Extension of the Water Supply Contract between the DuPage Water Commission and the City of Chicago](#)
 - N. Consideration of a Motion to Approve an Ordinance Authorizing the [Sale of Personal Property Owned by the City of Darien](#) (Pick-up, Dump Truck, Computer Monitors, etc.)
 - O. Consideration of a Motion to Approve an Ordinance Annexing Certain Property to the City of Darien ([10S360 Kearney Road](#))
17. New Business
- A. Consideration of a Motion to Approve an Ordinance Granting a Special Use (PZC2023-08: [Gerber Collision, 8325 Lemont Road](#))
 - B. Consideration of a Motion to Approve an Ordinance [Amending Section 3-3-7-4\(D\) of the Darien City Code](#) (Liquor Control Regulations)
 - C. Consideration of a Motion to Approve the Expenditure of Budgeted Funds, Line Item 01-40-4815 Capital Purchases, to [Purchase \(7\) Police Administrative Vehicles](#) from Napleton Fleet Group in the Amount of \$308,424
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 OCTOBER 16, 2023 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:21 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

OCTOBER 16, 2023

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	Ted V. Schauer
	Eric K. Gustafson	Ralph Stompanato
	Joseph A. Kenny	Mary Coyle Sullivan
	Gerry Leganski	

Absent: None

Also in Attendance: Joseph Marchese, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon Vana, City Administrator
Jason Norton, Deputy Chief
Daniel Gombac, Director of Municipal Services

4. **DECLARATION OF A QUORUM** – There being seven aldermen present, Mayor Marchese declared a quorum.

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

Carol Mallers...

...recognized Director Gombac for wearing a pink tie in honor of survivors and those lost to breast cancer.

...commented on how beautiful the Clock Tower display looks.

6. **APPROVAL OF MINUTES** – October 2, 2023

It was moved by Alderman Kenny and seconded by Alderman Stompanato to approve the minutes of the City Council Meeting of October 2, 2023.

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

Abstain: Belczak, Schauer

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderman Gustafson received numerous comments from residents regarding the proposed developments: duplexes on 87th Street and Gerber Collision at the vacant CVS site.

Alderwoman Sullivan received and forwarded several emails to staff from Andrew Kelly expressing concern with the proposed development of Gerber Collision at the CVS site. She encouraged Mr. Kelly to attend upcoming Planning & Zoning Commission and Municipal Services Committee meetings.

Alderman Kenny received communication from resident regarding street light outage; staff advised of backlog due to parts shortage.

Director Gombac...

...stated Gerber Collision representative will tentatively be presenting at Municipal Services Committee meeting on October 23, provided conditions met.

...provided an update on street light outages, problematic circuit boards, manufacturer's warranty, and supply chain issues. A proactive approach to secure alternate brand with shelf availability is underway. He encouraged residents to report outages.

Alderwoman Sullivan inquired about next opportunity for a meeting with Gerber Collision if October 23 became an issue; Director Gombac responded that Gerber Collision would move to November meeting unless developer requested a special meeting.

8. **MAYORS REPORT**

A. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF MEMBERS TO THE CITIZEN OF THE YEAR COMMITTEE: LINDA BOROWIAK, BONNIE KUCERA, CAROL MALLERS

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve the reappointment of members to the Citizen of the Year Committee: Linda Borowiak, Bonnie Kucera and Carol Mallers.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF TRACY THOMSON JOHNSON AND LANA JOHNSON TO THE CITIZEN OF THE YEAR COMMITTEE

It was moved by Alderman Schauer and seconded by Alderman Belczak to approve the appointment of Tracy Thomson Johnson and Lana Johnson to the Citizen of the Year Committee.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Linda Borowiak, Bonnie Kucera, Carol Mallers, Tracy Thomson Johnson and Lana Johnson.

Bonnie Kucera thanked Council for entrusting Committee with the selection of Citizen of the Year for 2024. She reviewed criteria, nomination & selection processes and deadline dates.

At the Mayor’s suggestion, she stated the event will be renamed “Darien Honoree Celebration” as honorees from Darien Lions Club, Darien Woman’s Club, Rotary Club of Darien and Darien Chamber of Commerce will also be recognized. Ms. Kucera announced celebration will be held at Alpine Banquets on Friday, March 8, at 6:00 P.M. The cost is \$52.00/person and includes open bar, family-style dinner, music and dancing.

C. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF LESLIE SWEENEY, TRACY THOMSON JOHNSON, AND STEVE WERNECKE TO THE HOLIDAY HOME DECORATING COMMITTEE

It was moved by Alderman Stompanato and seconded by Alderman Belczak to approve the reappointment of Leslie Sweeney, Tracy Thomson Johnson and Steve Wernecke to the Holiday Home Decorating Committee.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Tracy Thomson Johnson.

9. **CITY CLERK’S REPORT**

A. 2024 VEHICLE STICKER

Clerk Ragona stated Rotary Club of Darien requested the honor of designing the 2024 Vehicle Sticker in celebration of their 50th Anniversary. She announced Rotary Club will be the honoree for the 2024 Vehicle Sticker.

10. **CITY ADMINISTRATOR'S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT MONTHLY REPORT – SEPTEMBER 2023

Deputy Chief Norton provide highlights from the September 2023 Monthly Report, which included Crime Types; Community Events; Fraud/Scams; Person & Property Crime Summary; Other Crime Summary; Calls for Service; Traffic Crash Summary; Traffic Enforcement Summary; and Citizen Concern Summary.

Alderman Gustafson commented Police Department did a great job at the Darien Woodridge Fire Department Open House on October 7; Officer Dave and canine were well received.

B. MUNICIPAL SERVICES – NO REPORT

Director Gombac addressed Council questions regarding...

...construction/concrete repairs at Plainfield Road & Cass Avenue.

...new stoplight at 67th Street & Clarendon Hills Road; he commented there were no issues.

Alderwomen Sullivan stated flashing signs pertaining to the arrival/working of new stoplight at 67th Street & Clarendon Hills Road were a good idea.

12. **TREASURER'S REPORT**

A. WARRANT NUMBER 23-24-12

It was moved by Alderman Leganski and seconded by Alderman Kenny to approve payment of Warrant Number 23-24-12 in the amount of \$565,004.48 from the enumerated funds, and \$318,073.29 from payroll funds for the period ending 10/05/23 for a total to be approved of \$883,077.77.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. MONTHLY REPORT – SEPTEMBER 2023

Treasurer Coren reviewed year-to-date sources of revenue, expenditures, and fund balances through the month of September 2023.

General Fund: Revenue \$9,431,427; Expenditures \$7,639,943; Current Balance \$5,167,002

Water Fund: Revenue \$2,629,618; Expenditures \$2,873,746; Current Balance \$3,350,131

Motor Fuel Tax Fund: Revenue \$429,215; Expenditures \$423,743; Current Balance \$1,479,583

Water Depreciation Fund: Revenue \$8,957; Expenditures \$5,934; Current Balance \$616,261

Capital Improvement Fund: Revenue \$432,501; Expenditures \$2,884,780; Current Balance \$17,316,058

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for November 6, 2023 at 6:00 P.M.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting is scheduled for October 23, 2023 at 6:00 P.M.

Police Committee – Chairman Kenny stated the minutes of the August 21, 2023 meeting were approved and submitted to the Clerk’s Office. He announced the Police Committee meeting is scheduled for November 20, 2023 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**

There was no Consent Agenda

17. **NEW BUSINESS**

A. CONSIDERATION OF A MOTION TO APPROVE THE TAX LEVY DETERMINATION FOR GENERAL AND SPECIAL PURPOSES FOR FISCAL YEAR 2023-2024

It was moved by Alderwoman Sullivan and seconded by Alderman Schauer to approve the motion as presented.

Administrator Vana explained annual extension and property tax levy. He stated to maintain property tax levy at last year's extension, City will budget \$83,000 from General Fund revenues. Alderwoman Sullivan commented that Administrative/Finance Committee supported recommendation to keep levy the same.

Council discussion ensued regarding proposed legislation pertaining to elimination of Tier II benefits. Jason Franken, Foster & Foster Inc., will prepare report in anticipation of proposed legislation. Report will include other municipalities.

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

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

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

Mayor Marchese commented on events he attended last weekend...

...Garden Club Pollinator Protector Celebration at Indian Prairie Public Library; Darien Garden Club received award for their excellent work.

...Alice Fitch Gallagher Pedestrian Bridge Dedication. Alice Gallagher passed away suddenly earlier this year; she was Village President of Western Springs and Director of Illinois Tollway Authority.

...Troop 55 Chili Cookoff.

...Darien Lions Club Candy Day; he thanked Lions for their collection efforts.

19. **ADJOURNMENT**

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

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 8:11 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 10-16-23. Minutes of 10-16-23 CCM.

CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Joseph A. Marchese

DATE: November 2, 2023

SUBJECT: APPOINTMENT TO HOLIDAY HOME DECORATING COMMITTEE

This is written to request your advice and consent to the appointment of [Melody Jankowski](#) to the Holiday Home Decorating Committee. She has expressed an interest to serve the City in this capacity.

As always, if you have any questions, please contact me.

mg

From: [Maria Gonzalez](#)
To: [Maria Gonzalez](#)
Subject: FW: Application for Service on a City Commission
Date: Tuesday, October 17, 2023 10:08:38 AM

From: postmaster@muniweb.com <postmaster@muniweb.com>
Sent: Saturday, October 14, 2023 1:01 PM
To: Joe Marchese <jmarchese@darienil.gov>
Subject: Application for Service on a City Commission

10/14/2023 1:59:35 PM

Name: Melody Jankowski

Address: [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

How long have you lived in Darien?: 21 years

Where did you live prior to coming to Darien: Lombard

If married, spouse's name: [REDACTED]

Children (include ages): [REDACTED]

Education: BA, CPA

If you attended college, what was your major?:
Accounting

Present Employer: [REDACTED]

Phone: [REDACTED]

Address: [REDACTED]

Fax:

Nature of Occupation: Auto Dealership Group

Other Employment Experience

Public Accounting

Interests and Hobbies?

Bike riding, gardening, traveling

Of what local organizations have you been a member? (Please include offices held, if any)

Good Shepherd Lutheran Church, District 66 community band, District 66 PTO-treasurer

Have you served the community in any other way?

Helped with Lions Club activities

Time you would have available to serve the City

Evenings or weekends

In which of the following areas would you like to serve?: Other

Other areas you would like to serve?: Christmas Lights

What are your qualifications for this position(s)?

Like Christmas lights

Why are you interested in this position(s)?

Love Christmas

What can you contribute to this board(s) or commission(s)?

Help look at houses

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CITY OF DARIEN

MEMO

TO: City Council

FROM: Mayor Joseph A. Marchese

DATE: November 2, 2023

SUBJECT: REAPPOINTMENT TO CITIZEN OF THE YEAR COMMITTEE

This is written to request your advice and consent to the reappointment of Elizabeth Hayes to the Citizen of the Year Committee. She has expressed an interest in continuing to serve the City in this capacity.

As always, if you have any questions, please contact me.

mg

CITY OF DARIEN

**EXPENDITURE APPROVAL LIST
FOR CITY COUNCIL MEETING ON
November 6, 2023**

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			\$261,990.97
Water Fund			\$69,940.93
Motor Fuel Tax Fund			\$4,316.85
Water Depreciation Fund			
Special Service Area Tax Fund			\$625.50
Impact Fee Expenditures			
Capital Improvement Fund			\$530,611.87
State Drug Forfeiture Fund			
Federal Equitable Sharing Fund			\$8,918.70
		<i>Subtotal:</i>	<u><u>\$876,404.82</u></u>
General Fund Payroll	10/19/23	\$	256,397.57
Water Fund Payroll	10/19/23	\$	33,300.43
General Fund Payroll	11/02/23	\$	262,745.40
Water Fund Payroll	11/02/23	\$	31,741.91
		<i>Subtotal:</i>	<u><u>\$ 584,185.31</u></u>

<i>Total to be Approved by City Council:</i>	<u><u>\$1,460,590.13</u></u>
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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 10/17/2023 Through 11/6/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	TRIBUNE SUBSCRIPTION	AP110623	4213	Dues and Subscriptions	7.96
119TH STREET MATERIALS	GOV HR -EMPLOYMENT ADVERETISMENT	AP110623	4213	Dues and Subscriptions	100.00
119TH STREET MATERIALS	ZOOM SUBSCRIPTION	AP110623	4213	Dues and Subscriptions	15.99
119TH STREET MATERIALS	DAILY HERALD SUBSCRIPTION	AP110623	4213	Dues and Subscriptions	16.00
119TH STREET MATERIALS	INTERNET FOR PUBLIC WORKS	AP110623	4267	Telephone	217.67
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4213	Dues and Subscriptions	(139.95)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4267	Telephone	(217.67)
AIS	BACK UP SERVICE- NOV 2023	AP110623	4325	Consulting/Professional	1,550.00
AIS	CLOUD HOSTING (SECURE EMAIL)- NOV 2023	AP110623	4325	Consulting/Professional	15.50
AIS	PROFESSIONAL SERVICES- NOV 2023	AP110623	4325	Consulting/Professional	8,021.49
CHASE CARD SERVICES	ZOOM SUBSCRIPTION	AP110623-2	4213	Dues and Subscriptions	15.99
CHASE CARD SERVICES	DAILY HERALD SUBSCRIPTION	AP110623-2	4213	Dues and Subscriptions	16.00
CHASE CARD SERVICES	TRIBUNE SUBSCRIPTION	AP110623-2	4213	Dues and Subscriptions	7.96
CHASE CARD SERVICES	GOV HR EMPLOYMENT ADVERTISEMENT	AP110623-2	4213	Dues and Subscriptions	100.00
CHASE CARD SERVICES	INTERNET FOR PUBLIC WORKS	AP110623-2	4267	Telephone	217.67
COMCAST BUSINESS	8771201210533059 FAX MACHINE -CITY HALL	AP110623	4267	Telephone	63.62
COMCAST BUSINESS	8771 20 121 0021147 CABLE TV - CITY HALL	AP110623	4267	Telephone	42.08
FACTORY CLEANING EQUIPMENT INC	FLOOR SWEEPER	AP110623	4229	Maintenance - Vehicles	500.01
GOVTEMPSUSA LLC	VANA (10-8-23)	AP110623	4325	Consulting/Professional	3,552.00

CITY OF DARIEN
Expenditure Journal
General Fund
Administration
From 10/17/2023 Through 11/6/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
GOVTEMPSUSA LLC	VANA (10-15-23)	AP110623	4325	Consulting/Professional	3,552.00
IMPACT NETWORKING, LLC	COPIER AGREEMENTS FOR CH (10-31-23 thru 11-29-23)	AP110623	4225	Maintenance - Equipment	59.00
MECO CONSULTING GROUP LLC	COMMUNICATIONS -OCT 2023	AP110623	4239	Public Relations	2,800.00
NICOR GAS	82541110001 1702 PLAINFIELD RD	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	181.66
ODELSON,MURPHY,FRAZIER,MCGRATH	LEGAL SERVICES- SEPT 2023 - ADMIN	AP110623	4219	Liability Insurance	880.00
STAPLES BUSINESS ADVANTAGE	2024 CALENDARS	AP110623	4253	Supplies - Office	83.99
STAPLES BUSINESS ADVANTAGE	TONER & TOILET TISSUE	AP110623	4253	Supplies - Office	221.61
VERIZON WIRELESS	VERIZON WIRELESS	AP110623	4267	Telephone	1,282.74
WILLOWBROOK FORD, INC.	MOTOR OIL	AP110623	4229	Maintenance - Vehicles	99.60
				Total Administration	23,262.92

CITY OF DARIEN
Expenditure Journal
General Fund
City Council
From 10/17/2023 Through 11/6/2023

<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 MAYORS MANAGERS CONF.	MAYOR MARCHESE -2023 MUNICIPAL INNOVATION CELEBRATION	AP110623	4213	Dues and Subscriptions	65.00
SUNCOM TV	CITY COUNCIL MEETING 10-16-23	AP110623	4206	Cable Operations	300.00
				Total City Council	<u>365.00</u>

CITY OF DARIEN
Expenditure Journal
General Fund
Community Development
From 10/17/2023 Through 11/6/2023

<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	REVIEW PLANS/PLAT- WOODLAND GLEN SUBDIVISION-87TH ST	AP110623	4328	Const/Prof Reimbursable	1,439.00
CHRISTOPHER B. BURKE ENG, LTD	REVIEW /POTENTIAL SUBDIVISION SHOPPING CTR- CASS & 75TH	AP110623	4328	Const/Prof Reimbursable	630.00
CHRISTOPHER B. BURKE ENG, LTD	EROSION CONTROL INSPECTION- 2305 SOKOL CT	AP110623	4328	Const/Prof Reimbursable	250.00
CHRISTOPHER B. BURKE ENG, LTD	SITE VISIT /UNPERMITTED LANDSCAPE WORK- 1209 DARIEN CLUB DR	AP110623	4328	Const/Prof Reimbursable	394.00
CHRISTOPHER B. BURKE ENG, LTD	STRUCTURAL REVIEW OF RETAINING WALL -8309A-C HIGHPOINT CIR	AP110623	4328	Const/Prof Reimbursable	885.00
CHRISTOPHER B. BURKE ENG, LTD	AS-BUILT SURVEY /FINAL GRADING -7314 ELEANOR PL	AP110623	4328	Const/Prof Reimbursable	300.00
CHRISTOPHER B. BURKE ENG, LTD	AS-BUILT SURVEY / GRADING INSPECTION-7318 ELEANOR PL	AP110623	4328	Const/Prof Reimbursable	300.00
ODELSON,MURPHY,FRAZIER,MCGRATH	LEGAL SERVICES- SEPT 2023- COMM DEV	AP110623	4219	Liability Insurance	770.00
				Total Community Development	4,968.00

CITY OF DARIEN
Expenditure Journal
General Fund
Public Works, Streets
From 10/17/2023 Through 11/6/2023

Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	ARBORIST TRAINING01	AP110623	4263	Training and Education	215.00
119TH STREET MATERIALS	REPLENISH IPASS	AP110623	4273	Vehicle (Gas and Oil)	40.00
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4263	Training and Education	(215.00)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4273	Vehicle (Gas and Oil)	(40.00)
A&W TRAILER LLC	BREAK-AWAY BATTERY FOR #501	AP110623	4229	Maintenance - Vehicles	21.99
ADVANCE AUTO PARTS	REAR MIRROR ADHESIVE	AP110623	4225	Maintenance - Equipment	39.40
ADVANCE AUTO PARTS	RETURN- REAR MIRROR ADHESIVE	AP110623	4225	Maintenance - Equipment	(39.40)
ADVANCE AUTO PARTS	REAR MIRROR ADHESIVE	AP110623	4225	Maintenance - Equipment	29.66
ADVANCE AUTO PARTS	TERMINAL PROTECTORS & VACUUM CONN	AP110623	4229	Maintenance - Vehicles	25.51
ADVANCE AUTO PARTS	CALIPER PIN WHL & BOOT	AP110623	4229	Maintenance - Vehicles	85.64
ADVANCE AUTO PARTS	SENSOR	AP110623	4229	Maintenance - Vehicles	8.27
AEP ENERGY	3017243669 2510 ABBNEY DR LOT 278	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	579.30
AEP ENERGY	3017243647 75TH ST LEGS ST LGT/CASS (8-25 thru 9-26-23)	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	360.95
AEP ENERGY	3018018402 0 SW CIR 75TH ST ADAMS (8-25 thru 9-26-23)	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	945.37
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1041 S FRONTAGE RD	AP110623	4223	Maintenance - Building	212.58
ALLIED GARAGE DOOR INC.	REPAIR PW GARAGE DOOR	AP110623	4223	Maintenance - Building	356.88
ALTORFER INDUSTRIES INC	CREDIT	AP110623	4229	Maintenance - Vehicles	(181.51)
ALTORFER INDUSTRIES INC	CREDIT PSAC0022783 FOR #205	AP110623	4229	Maintenance - Vehicles	(315.60)

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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ALTORFER INDUSTRIES INC	CREDIT P6AC0031680 FILTERS	AP110623	4229	Maintenance - Vehicles	(82.39)
ALTORFER INDUSTRIES INC	FREIGHT CHARGE	AP110623	4229	Maintenance - Vehicles	16.45
ALTORFER INDUSTRIES INC	AIR FILTER FOR #307	AP110623	4229	Maintenance - Vehicles	82.90
ALTORFER INDUSTRIES INC	BLOWER, RESISTOR FOR 305	AP110623	4229	Maintenance - Vehicles	251.82
ALTORFER INDUSTRIES INC	FILTER FRESH FOR #304	AP110623	4229	Maintenance - Vehicles	109.28
ALTORFER INDUSTRIES INC	SUPPLY PARTS FOR #303	AP110623	4229	Maintenance - Vehicles	459.04
ALTORFER INDUSTRIES INC	FREIGHT CHARGE == PART FOR #309	AP110623	4229	Maintenance - Vehicles	14.58
AQUA FIORI	SPRINKLER WINTERIZATION - 1702 PLAINFIELD RD	AP110623	4223	Maintenance - Building	300.00
BUTTREY RENTAL SERVICES, INC.	CHAINSAW CHAINS	AP110623	4350	Forestry	291.96
CARROLL CONSTRUCTION SUPPLY	4 GAL SPRAYER	AP110623	4257	Supplies - Other	411.00
CENTRAL SOD FARMS	PALLETS	AP110623	4257	Supplies - Other	30.00
CHASE CARD SERVICES	TRAINING- ARBORISTS	AP110623-2	4263	Training and Education	215.00
CHASE CARD SERVICES	REPLENISH IPASS	AP110623-2	4273	Vehicle (Gas and Oil)	40.00
CINTAS #769	MATT RENTAL- 1041 S FRONTAGE	AP110623	4223	Maintenance - Building	10.00
CINTAS #769	MATT RENTAL- 1702 PLAINFIELD RD 10-19-23	AP110623	4223	Maintenance - Building	38.13
CINTAS #769	MATT RENTAL 1710 PLAINFIELD RD 10-19-23	AP110623	4223	Maintenance - Building	46.57
COM ED	4385049065 GLI METERED 0 CASS (9-24 thru 10-11-23)	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	0.94
COM ED	0788310001 - 1041 S FRONTAGE RD (9-12 thru 10-11-23)	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.05
DANIEL BOWERS	REIMBURSEMENT- SPRINKLER PART DAMAGED/ CONCRETE PROGRAM	AP110623	4257	Supplies - Other	13.15

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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
FACTORY CLEANING EQUIPMENT INC	SHOP SWEEPER	AP110623	4225	Maintenance - Equipment	650.05
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN- SEPT 2023-THROM	AP110623	4219	Liability Insurance	18.89
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN- SEPT 2023-LEPIC	AP110623	4219	Liability Insurance	37.79
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN- SEPT 2023-LEPIC	AP110623	4219	Liability Insurance	11.58
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN- SEPT 2023- CARR	AP110623	4219	Liability Insurance	37.79
GENUINE PARTS COMPANY INC	AIR FILTER /STOCK	AP110623	4229	Maintenance - Vehicles	44.51
GENUINE PARTS COMPANY INC	WIPER BLADE	AP110623	4229	Maintenance - Vehicles	71.94
GENUINE PARTS COMPANY INC	BRAKE PAD, ROTOR, FILTER FOR D16	AP110623	4229	Maintenance - Vehicles	178.53
GENUINE PARTS COMPANY INC	OIL FILTER	AP110623	4229	Maintenance - Vehicles	77.88
GENUINE PARTS COMPANY INC	WIPER BLADES	AP110623	4229	Maintenance - Vehicles	618.50
HOME DEPOT	BUILDING MAINTENANCE	AP110623	4223	Maintenance - Building	418.50
HOME DEPOT	EQUIPMENT MAINTENANCE	AP110623	4225	Maintenance - Equipment	13.98
HOME DEPOT	OTHER SUPPLIES	AP110623	4257	Supplies - Other	736.45
HOME DEPOT	CORNEILS- UNIFORM	AP110623	4269	Uniforms	8.57
HOMER TREE CARE, INC.	DEAD PARKWAY TREE REMOVALS LIST #2	AP110623	4375	Tree Trim/Removal	10,637.50
IMPACT NETWORKING, LLC	COPIER AGREEMENTS FOR PW (10-31-23 thru 11-29-23)	AP110623	4225	Maintenance - Equipment	59.00
IMPACT NETWORKING, LLC	COPIER AGREEMENT- PW OVRAGE (9-18-23 thru 10-17-23)	AP110623	4225	Maintenance - Equipment	99.24
INTERNATIONAL SOCIETY OF ARBOR	ISA MEMBERSHIP RENEWAL-INTERNATI...	AP110623	4263	Training and Education	135.00

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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
INTERNATIONAL SOCIETY OF ARBOR	ISA MEMBERSHIP RENEWAL-ILLINOIS	AP110623	4263	Training and Education	55.00
INTERNATIONAL SOCIETY OF ARBOR	ISA MEMBERSHIP RENEWAL-MUNICIPAL	AP110623	4263	Training and Education	95.00
INTERSTATE BILLING SERVICE INC	SHAFT STEERING FOR #110	AP110623	4229	Maintenance - Vehicles	700.00
INTERSTATE BILLING SERVICE INC	CHAMBER BRAKE FOR #110	AP110623	4229	Maintenance - Vehicles	140.00
JX ENTERPRISES INC	STARTER FOR #109	AP110623	4229	Maintenance - Vehicles	668.60
JX ENTERPRISES INC	REPAIR PARTS FOR #108	AP110623	4229	Maintenance - Vehicles	641.67
LANGTON GROUP	50/50 PARKWAY TREES-2023	AP110623	4350	Forestry	37,253.69
LAWSON PRODUCTS INCORPORATED	MECHANIC SUPPLIES	AP110623	4225	Maintenance - Equipment	567.98
MONROE TRUCK EQUIPMENT	TRUCK #112	AP110623	4815	Equipment	26,793.00
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	148.54
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN -KRIS THROM	AP110623	4219	Liability Insurance	23.50
ORKIN LLC	2023 PEST CONTROL BALANCE- 1702 PLAINFIELD RD	AP110623	4223	Maintenance - Building	2.70
ORKIN LLC	2024 PEST CONTROL-PREPAY ANNUAL SERVICE- 1702 PLAINFIELD RD	AP110623	4223	Maintenance - Building	777.60
POMP'S TIRE SERVICE, INC.	TIRE & PARTS FOR #103	AP110623	4229	Maintenance - Vehicles	1,128.00
RAGS ELECTRIC	ELECTRICAL WORK AT PUBLIC WORKS	AP110623	4223	Maintenance - Building	2,722.86
RAGS ELECTRIC	STREET LIGHT REPAIRS	AP110623	4359	Street Light Oper & Maint.	1,535.76
SHREVE SERVICES INC	TOPSOIL 10-9-23 and 10-11-23	AP110623	4257	Supplies - Other	1,280.00
SNAP ON INDUSTRIAL	MECHANIC SUPPLIES	AP110623	4225	Maintenance - Equipment	59.76
STATE CHEMICAL SOLUTIONS	HAND SOAP FOR PW	AP110623	4223	Maintenance - Building	222.70
STENSTROM PETROLEUM SERVICES	NOZZLES	AP110623	4223	Maintenance - Building	402.42

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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SUBURBAN CONCRETE, INC.	RESIDENTIAL CONCRETE	AP110623	4381	Residential Concrete Program	8,926.15
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP110623	4223	Maintenance - Building	189.66
UNIQUE PRODUCTS & SERVICE CORP	JANITORIAL SUPPLIES FOR POLICE DEPT	AP110623	4223	Maintenance - Building	225.15
US GAS	CYLINDER RENTAL	AP110623	4257	Supplies - Other	61.00
US GAS	CYLINDER RENTAL	AP110623	4257	Supplies - Other	61.00
VERIZON WIRELESS	VERIZON WIRELESS	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	428.98
VERMEER-ILLINOIS, INC	CHIPPER REPAIR PARTS	AP110623	4229	Maintenance - Vehicles	384.05
WILLOWBROOK FORD, INC.	SPINDLE RODS, HEX NUTS	AP110623	4229	Maintenance - Vehicles	173.14
WILLOWBROOK FORD, INC.	LAMPS	AP110623	4229	Maintenance - Vehicles	249.90
WORK N GEAR	CORNEILS- UNIFORM	AP110623	4269	Uniforms	344.19
				Total Public Works, Streets	104,523.22

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<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	LESS LETHAL LAUNCHER SADDLES	AP110623	4217	Investigation and Equipment	447.00
119TH STREET MATERIALS	FOOD FOR K-9 AXEL	AP110623	4217	Investigation and Equipment	184.43
119TH STREET MATERIALS	SHIPPING FEE -RETURNED OLD TASERS	AP110623	4233	Postage/Mailings	91.55
119TH STREET MATERIALS	TONER FOR DETECTIVES	AP110623	4253	Supplies - Office	418.00
119TH STREET MATERIALS	BATTERIES	AP110623	4253	Supplies - Office	17.97
119TH STREET MATERIALS	OFFICE SUPPLIES	AP110623	4253	Supplies - Office	17.08
119TH STREET MATERIALS	DISH SOAP FOR POLICE DEPT	AP110623	4253	Supplies - Office	5.84
119TH STREET MATERIALS	JU JITSU INSTRUCTOR CLASSES- O'BRIEN & RUNDELL	AP110623	4263	Training and Education	2,400.00
119TH STREET MATERIALS	REFUND- TRAINING CLASS CANCELED	AP110623	4263	Training and Education	(454.00)
119TH STREET MATERIALS	LLRMI -TRAINING / SGT LOREK	AP110623	4263	Training and Education	150.00
119TH STREET MATERIALS	INTERNET FOR POLICE DEPT	AP110623	4267	Telephone	299.73
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4217	Investigation and Equipment	(184.43)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4217	Investigation and Equipment	(447.00)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4233	Postage/Mailings	(91.55)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4253	Supplies - Office	(458.89)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4263	Training and Education	(2,096.00)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4267	Telephone	(299.73)
ADVANCE AUTO PARTS	BRAKES FOR D11	AP110623	4229	Maintenance - Vehicles	171.72
ADVANCE AUTO PARTS	LED BULBS FOR D8	AP110623	4229	Maintenance - Vehicles	32.88

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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
ADVANCE AUTO PARTS	AIR FILTER FOR D2	AP110623	4229	Maintenance - Vehicles	17.90
ADVANCE AUTO PARTS	BRAKES FOR D2	AP110623	4229	Maintenance - Vehicles	217.72
ADVANCE AUTO PARTS	CTRL ARM W/BALL JOINT FOR D6	AP110623	4229	Maintenance - Vehicles	282.18
ADVANCE AUTO PARTS	CTRL ARM W/ BALL JOINT FOR D3	AP110623	4229	Maintenance - Vehicles	282.18
CHASE CARD SERVICES	LESS LETHAL LAUNCHER SADDLES	AP110623-2	4217	Investigation and Equipment	447.00
CHASE CARD SERVICES	FOOD FOR K-9 AXEL	AP110623-2	4217	Investigation and Equipment	184.43
CHASE CARD SERVICES	RETURN SHIPPING- OLD TASERS	AP110623-2	4233	Postage/Mailings	91.55
CHASE CARD SERVICES	TONER FOR DETECTIVES	AP110623-2	4253	Supplies - Office	418.00
CHASE CARD SERVICES	BATTERIES	AP110623-2	4253	Supplies - Office	17.97
CHASE CARD SERVICES	OFFICE SUPPLIES FOR POLICE DEPT	AP110623-2	4253	Supplies - Office	17.08
CHASE CARD SERVICES	DISH SOAP FOR POLICE DEPT	AP110623-2	4253	Supplies - Office	5.84
CHASE CARD SERVICES	JU JITSU DEFENSE CLASS - O'BRIEN & RUNDELL	AP110623-2	4263	Training and Education	2,400.00
CHASE CARD SERVICES	REFUND- TRAINING CLASS CANCELLED	AP110623-2	4263	Training and Education	(454.00)
CHASE CARD SERVICES	TRAINING CLASS- SGT LOREK	AP110623-2	4263	Training and Education	150.00
CHASE CARD SERVICES	INTERNET FOR POLICE DEPT	AP110623-2	4267	Telephone	299.73
DU-COMM	QUARTERLY SHARES -November 1, 2023 thru January 31, 2024	AP110623	4325	Consulting/Professional	111,583.50
DU-COMM	LEASE, OWNING & OPERATING COSTS (Nov 1, 2023 - Jan 31, 2024)	AP110623	4325	Consulting/Professional	4,789.11

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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
eLINEUP LLC	ELINEUP- LICENSE RENEWAL (11-29-23 thru 11-29-24)	AP110623	4217	Investigation and Equipment	600.00
EMERGENCY VEHICLE TECHNOLOGIES	STROBE REPLACEMENT FOR D14	AP110623	4229	Maintenance - Vehicles	159.95
FRONTLINE PUBLIC SAFETY SOLUT	ANNUAL RENEWAL- FRONTLINE PRO STANDARDS TRACKER	AP110623	4225	Maintenance - Equipment	1,653.75
GENUINE PARTS COMPANY INC	AIR FILTER	AP110623	4229	Maintenance - Vehicles	15.40
GENUINE PARTS COMPANY INC	PANEL FILTER	AP110623	4229	Maintenance - Vehicles	107.80
GENUINE PARTS COMPANY INC	ROTOR RETURN	AP110623	4229	Maintenance - Vehicles	(115.74)
GENUINE PARTS COMPANY INC	REAR BRAKE ROTOR FOR D16	AP110623	4229	Maintenance - Vehicles	115.74
I.R.M.A.	SEPTEMBER DEDUCTIBLE	AP110623	4219	Liability Insurance	274.54
IL LAW ENFORCEMENT ADMIN PROF	2024 MEMBERSHIP DUES- ROSE G	AP110623	4213	Dues and Subscriptions	75.00
KING CAR WASH	CAR WASHES- SEPT 2023	AP110623	4229	Maintenance - Vehicles	188.00
LUKE SOMOGYE	SOMOGYE- REIMBURSEMENT FOR SWAT RAIN JACKET	AP110623	4269	Uniforms	137.00
NORTH EAST MULTIREGIONAL TRNG	LEAD HOMICIDE INVESTIGATOR TRAINING- LOREK	AP110623	4263	Training and Education	125.00
NORTH EAST MULTIREGIONAL TRNG	CRITICAL INCIDENT TRAINING- KOSIENIAK	AP110623	4263	Training and Education	375.00
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN-GERSTEIN	AP110623	4219	Liability Insurance	71.00
PRI MANAGEMENT GROUP	TRAINING-CRIMINAL LAW- DEPUTY CHIEF NORTON	AP110623	4263	Training and Education	279.00
PRI MANAGEMENT GROUP	TRAINING-CRIME STATS DEPUTY CHIEF NORTON	AP110623	4263	Training and Education	279.00

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<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAY O'HERRON CO. INC.	O'BRIEN- BP VEST	AP110623	4269	Uniforms	1,158.37
SKD TACTICAL LLC	12 RIFLE SLINGS	AP110623	4217	Investigation and Equipment	632.00
SUPER SMART SHOPPERS	EVIDENCE SUPPLIES- SWABS, GLOVES, BOXES	AP110623	4217	Investigation and Equipment	412.15
VERIZON WIRELESS	VERIZON WIRELESS	AP110623	4267	Telephone	648.18
VILLAGE OF LEMONT	RANGE RENTAL- SEPT 2023	AP110623	4243	Rent - Equipment	100.00
WILLOWBROOK FORD, INC.	ALTERNATOR FOR D18	AP110623	4229	Maintenance - Vehicles	700.90
WILLOWBROOK FORD, INC.	RETURN FROM INVOICE 5163986	AP110623	4229	Maintenance - Vehicles	(75.00)
				Total Police Department	128,871.83
				Total General Fund	261,990.97

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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
119TH STREET MATERIALS	TRUCKING & DUMP FEES	AP110623	4231	Maintenance - Water System	436.50
119TH STREET MATERIALS	AWWA JOB POSTING	AP110623	4263	Training and Education	299.00
119TH STREET MATERIALS	TRUCKING & DUMP FEES	AP110623-2	4231	Maintenance - Water System	436.50
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4231	Maintenance - Water System	(436.50)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4263	Training and Education	(299.00)
ADVANCE AUTOMATION & CONTROLS	TROUBLE-SHOOTING ALTITUDE VALVE	AP110623	4231	Maintenance - Water System	920.00
ALARM DETECTION SYSTEMS INC	ALARM DETECTION- 1041 S FRONTAGE RD	AP110623	4223	Maintenance - Building	212.58
ALEXANDER CHEMICAL CORPORATION	CHLORINE	AP110623	4241	Quality Control	449.28
ALLIED GARAGE DOOR INC.	REPAIR PW GARAGE DOOR	AP110623	4223	Maintenance - Building	356.87
AMERICAN WATER WORKS ASSOC	MEMBERSHIP RENEWAL- ERIK CARLSON	AP110623	4263	Training and Education	83.00
AMERICAN WATER WORKS ASSOC	MEMBERSHIP RENEWAL- DENNIS CABLE	AP110623	4263	Training and Education	83.00
CENTRAL SOD FARMS	KY BLUEGRASS 10-4-23	AP110623	4231	Maintenance - Water System	195.00
CENTRAL SOD FARMS	KY BLUEGRASS 10-10-23	AP110623	4231	Maintenance - Water System	390.00
CHASE CARD SERVICES	AWWA JOB POSTING	AP110623-2	4263	Training and Education	299.00
CINTAS #769	MATT RENTAL- 1041 S FRONTAGE	AP110623	4223	Maintenance - Building	10.00
COM ED	3118112014 2103 75TH ST PUMP DARIEN (9-19 thru 10-19-23)	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	111.65
COM ED	0788310001 - 1041 S FRONTAGE RD (9-12 thru 10-11-23)	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	28.04
CORE & MAIN	EXPANSION JOINT / 75TH ST PUMP STATION	AP110623	4231	Maintenance - Water System	1,528.50

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CORE & MAIN	SOFT K COPPER TUBE 100'	AP110623	4231	Maintenance - Water System	808.00
CORE & MAIN	YELLOW /GREEN DYE TABLETS	AP110623	4231	Maintenance - Water System	43.97
CORE & MAIN	COMPOSITE VALVE BOX LIDS	AP110623	4231	Maintenance - Water System	920.00
CORE & MAIN	TOUCHPAD READER	AP110623	4880	Water Meter Purchases	561.64
DUPAGE COUNTY PUBLIC WORKS	METER READS (7-1 thru 8-31-23) and BILLING- SEPT 2023	AP110623	4336	Data Processing	26,542.44
DYNEGY ENERGY SERVICES	ENERGY -18W736 MANNING	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	76.95
DYNEGY ENERGY SERVICES	ENERGY - 1220 PLAINFIELD RD	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	2,841.80
DYNEGY ENERGY SERVICES	ENERGY LAKEVIEW & OAKLEY	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	22.77
DYNEGY ENERGY SERVICES	ENERGY -9S720 LEMONT RD	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	116.27
DYNEGY ENERGY SERVICES	ENERGY -67TH RIDGE	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	66.35
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN- SEPT 2023-BEUSSE	AP110623	4219	Liability Insurance	37.79
FIRST ADVANTAGE OCCUPATIONAL	RANDOM DRUG SCREEN- SEPT 2023-THROM	AP110623	4219	Liability Insurance	18.90
GENUINE PARTS COMPANY INC	BRAKES FOR #401	AP110623	4225	Maintenance - Equipment	293.83
GENUINE PARTS COMPANY INC	AIR FILTER FOR #401	AP110623	4225	Maintenance - Equipment	44.51
GREAT LAKES CONCRETE LLC	ADJUSTMENT RINGS	AP110623	4231	Maintenance - Water System	702.20
HOME DEPOT	BUILDING MAINTENANCE	AP110623	4223	Maintenance - Building	23.23
HOME DEPOT	EQUIPMENT MAINTENANCE	AP110623	4225	Maintenance - Equipment	111.43
HOME DEPOT	WATER SYSTEM MAINTENANCE	AP110623	4231	Maintenance - Water System	854.33
HOME DEPOT	STANKO- UNIFORM	AP110623	4269	Uniforms	14.97

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Vendor Name	Invoice Description	Session ID	Acct Code	Acct Title	Dept Amount
KARA COMPANY, INC.	WOOD LATHE	AP110623	4231	Maintenance - Water System	90.98
KEITH SCHUSTER	REIMBURSEMENT-SCH... UNIFORM (BLAIN)	AP110623	4269	Uniforms	401.37
NICOR GAS	05002110004 1930 MANNING RD	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	82.65
NICOR GAS	NICOR 23644110001 8600 LEMONT RD	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	49.77
NICOR GAS	NICOR 21710264942 1220 PLAINFIELD RD	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	53.54
NICOR GAS	NICOR 90841110001 1041 S FRONTAGE	AP110623	4271	Utilities (Elec,Gas,Wtr,Sewer)	148.53
NICOR GAS	12344110007 1897 MANNING	AP110623-2	4271	Utilities (Elec,Gas,Wtr,Sewer)	62.47
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN -KRIS THROM	AP110623	4219	Liability Insurance	23.50
OCCUPATIONAL HEALTH CENTERS	RANDOM DRUG SCREEN -SCHUSTER	AP110623	4219	Liability Insurance	47.00
POMP'S TIRE SERVICE, INC.	TIRES FOR #408	AP110623	4229	Maintenance - Vehicles	3,862.79
RED WING SHOES	BEATTY- BOOTS	AP110623	4269	Uniforms	310.24
SHREVE SERVICES INC	TOPSOIL 10-2-23 and 10-6-23	AP110623	4231	Maintenance - Water System	960.00
SIKICH PROFESSIONAL SERVICES	PROFESSIONAL SERVICES RENDERED	AP110623	4320	Audit	7,000.00
SITE ONE LANDSCAPE SUPPLY	HYDRO SEED FOR RESTORATIONS	AP110623	4231	Maintenance - Water System	439.03
SUBSURFACE SOLUTIONS	SUBSURFACE MAPS	AP110623	4231	Maintenance - Water System	360.00
SUBURBAN CONCRETE, INC.	FLAT WORK CONCRETE RESTORATIONS	AP110623	4231	Maintenance - Water System	12,430.30
SUBURBAN LABORATORIES	WATER SAMPLES	AP110623	4241	Quality Control	1,129.00
UNDERGROUND PIPE & VALVE CO.	BRASS FITTINGS	AP110623	4231	Maintenance - Water System	1,025.70
US GAS	CYLINDER RENTAL	AP110623	4231	Maintenance - Water System	61.00
US GAS	CYLINDER RENTAL	AP110623	4231	Maintenance - Water System	61.00
VERIZON WIRELESS	VERIZON WIRELESS	AP110623	4267	Telephone	144.04
VERIZON WIRELESS	VERIZON WIRELESS	AP110623	4267	Telephone	428.98
VERIZON WIRELESS	SCADA	AP110623	4267	Telephone	232.26

CITY OF DARIEN
Expenditure Journal
Water Fund
Public Works, Water
From 10/17/2023 Through 11/6/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
VERIZON WIRELESS	VERIZON WIRELESS	AP110623	4815	Equipment	36.01
WORK N GEAR	BEUSSE- UNIFORM	AP110623	4269	Uniforms	135.97
ZIEBELL WATER SERVICE PRODUCTS	WATER MAIN CLAMPS	AP110623	4231	Maintenance - Water System	<u>1,160.00</u>
				Total Public Works, Water	<u>69,940.93</u>
				Total Water Fund	<u>69,940.93</u>

CITY OF DARIEN
Expenditure Journal
Motor Fuel Tax
MFT Expenses
From 10/17/2023 Through 11/6/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
AEP ENERGY	3017243670 SW CORNER 75TH PLAINFIELD RD	AP110623	4840	Street Lights	882.63
AEP ENERGY	3017243658 S FRONTAGE 0 E CASS ST	AP110623	4840	Street Lights	111.11
AEP ENERGY	1702 PLAINFIELD RD	AP110623	4840	Street Lights	58.11
K-FIVE HODKINS LL	COLD PATCH FOR WINTER MIX	AP110623	4245	Road Material	3,200.00
ORANGE CRUSH LLC	HMA PRIVATE SURFACE 10-9-23	AP110623	4245	Road Material	65.00
				Total MFT Expenses	4,316.85
				Total Motor Fuel Tax	4,316.85

CITY OF DARIEN
Expenditure Journal
Special Service Area Tax Fund
SSA Expenditures
From 10/17/2023 Through 11/6/2023

<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	BURN PREP- TARA HILL 5-year M&M	AP110623	4325	Consulting/Professional	625.50
				Total SSA Expenditures	625.50
				Total Special Service Area Tax Fund	625.50

CITY OF DARIEN
Expenditure Journal
FESA - Justice - 1
Drug Forfeiture Expenditures
From 10/17/2023 Through 11/6/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
RAY O'HERRON CO. INC.	7 LESS LETHAL LAUNCHERS	AP110623	4213	Dues and Subscriptions	8,918.70
				Total Drug Forfeiture Expenditures	8,918.70
				Total FESA - Justice - 1	8,918.70

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 10/17/2023 Through 11/6/2023

<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	TRUCKING & DUMP FEES	AP110623	4376	Ditch Projects	436.50
119TH STREET MATERIALS	ELECTRIC- 7033 CLARENDON HILLS RD	AP110623	4380	Sidewalk Replacement Progr...	880.06
119TH STREET MATERIALS	ELECTRICAL SERVICE- CASS AVE	AP110623	4390	Capital Improv-Infrastructure	880.06
119TH STREET MATERIALS	TRUCKING & DUMP FEES	AP110623-2	4376	Ditch Projects	436.50
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4376	Ditch Projects	(436.50)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4380	Sidewalk Replacement Progr...	(880.06)
119TH STREET MATERIALS	CREDIT FOR VOIDED CK 062566	APCREDIT1106...	4390	Capital Improv-Infrastructure	(880.06)
CHASE CARD SERVICES	ELECTRIC SERVICE- CLARENDON HILLS RD	AP110623-2	4380	Sidewalk Replacement Progr...	880.06
CHASE CARD SERVICES	ELECTRIC SERVICE- CASS AVE	AP110623-2	4390	Capital Improv-Infrastructure	880.06
CHRISTOPHER B. BURKE ENG, LTD	2023 ROAD PROGRAM- GEO TECH BILL	AP110623	4325	Consulting/Professional	160.00
CHRISTOPHER B. BURKE ENG, LTD	CONF OF QUANTITIES & REVIEW PAY REQUEST- CLARENDON HILLS RD	AP110623	4380	Sidewalk Replacement Progr...	735.00
CORE & MAIN	SEWER ADJUSTMENT- CLARENDON HILLS RD/68th	AP110623	4380	Sidewalk Replacement Progr...	2,281.32
EJ USA, INC.	FRAMES FOR REGENCY GROVE DITCH PROJECT	AP110623	4376	Ditch Projects	1,619.60
GREAT LAKES CONCRETE LLC	DITCH PROJECT-REGENCY GROVE /BRICKS, MORTAR, SEALANT	AP110623	4376	Ditch Projects	1,084.55
ORANGE CRUSH LLC	FINAL- INCLUDES PREVIOUS RETAINAGE (\$64,628.31)	AP110623	4855	Street Reconstruction/Rehab	113,092.03

CITY OF DARIEN
Expenditure Journal
Capital Improvement Fund
Capital Fund Expenditures
From 10/17/2023 Through 11/6/2023

<u>Vendor Name</u>	<u>Invoice Description</u>	<u>Session ID</u>	<u>Acct Code</u>	<u>Acct Title</u>	<u>Dept Amount</u>
SUBURBAN CONCRETE, INC.	SIDEWALK REMOVAL AND REPLACEMENTS	AP110623	4380	Sidewalk Replacement Progr...	345,023.25
SUBURBAN CONCRETE, INC.	ADA SIDEWALK REMOVAL & REPLACEMENT	AP110623	4380	Sidewalk Replacement Progr...	55,674.00
SUBURBAN CONCRETE, INC.	APRONS- PW RELATED	AP110623	4383	Curb & Gutter Replacement ...	8,745.50
				Total Capital Fund Expenditures	530,611.87
				Total Capital Improvement Fund	530,611.87
Report Total					876,404.82

AGENDA MEMO
Police Committee
November 6, 2023

ISSUE STATEMENT

A motion to approve the expenditure of budgeted funds, line item 01-40-4219 Professional Liability Insurance – PPE First Aid, to purchase (20) Zoll AED 3 packages from Second Chance Cardiac Solutions Inc. in the amount of \$28,815.

BACKUP

BACKGROUND/HISTORY

The police department currently has (10) AEDs which are scheduled to be replaced this budget year. The public works department would also like to purchase (10) AEDs using budgeted funds. Purchasing the AEDs in bulk provides a discount for the city.

Second Chance Cardiac Solutions, Inc. has the state contract for AEDs and therefore have the lowest bid and the sole source for this purchase.

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE
01-40-4219	Liability Insurance AED Replacement	\$ 50,000	\$ 14,407.50
xxxx	Public Works	\$-0-	\$ 14,407.50

STAFF RECOMMENDATION

Staff recommends approval of a motion to approve the expenditure of budgeted funds to purchase (20) Zoll AED 3 packages from Second Chance Cardiac Solutions, Inc. in the amount of \$28,815.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

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

e Cardiac Solutions, Inc.

PO Box 152
Yorkville, IL 60560
+1 8005502337
sales@scsolutions.net



Quote

ADDRESS

Darien Police Department
1710 Plainfield Road
Darien, IL 60561

SHIP TO

Darien Police Department
Attn: Rosemary Gonzalez
1710 Plainfield Road
Darien, IL 60561

QUOTE

23-008-1294-Q

DATE

09/13/2023

SHIP VIA

Best Way

ITEM	ACTIVITY	QTY	UNIT PRICE	TOTAL
	Illinois State AED and Supplies Contract - 21-416CMS-BOSS4-P28118 All of the items below quoted at our Illinois State AED Contract price.	1	0.00	0.00T
	8511-001102-01 Zoll AED 3 Package Includes: A No Charge Case will also be included See Below 8-year AED Warranty Color touchscreen LCD display, WiFi enabled, Real CPR Help® CPR Uni-padz, Fast Response Kit Lithium Battery Pack 3 - 5 Years Life	20	1,690.75	33,815.00T
	Discount Additional Volume Discount - see below	20	-50.00	-1,000.00
	IL State Contract - AED Plus Trade- In Credit IL State Contract Trade-In Credit ZOLL AED Plus - \$300* each through 12/30/2023 *AED must be in working order and exterior in good condition, TRADE INS PICKED UP AND CREDITED AT THE TIME OF INVOICE BY SECOND CHANCE - Please verify the quantity of Zoll Plus trade ins - quote at 10 trades ins - \$3,000.00 Deducted	0	-3,000.00	0.00T
	AED Inspection Tag AED Inspection Tag - Utilized to document AED inspections as recommended by the manufacturer and required by Illinois State Law 093-0910	20	0.00	0.00T
	HSWPC38 No Charge - Water Proof AED Case - Hard Sided IP65 Rated- Watertight and Dust Proof *** Please Specify Quantity (Outdoor Case)	1	0.00	0.00T
	8000-0802-01 No Charge - Zoll AED Soft Carry Case *** Please Specify Quantity (Indoor Case)	1	0.00	0.00T
	36045 NOT INCLUDED WITH ZOLL AED 3 - Curaplex CPR Pocket Mask with O2 Inlet	20	0.00	0.00T
	AED Setup Initial setup of AED - will be Rescue-ready upon delivery	20	0.00	0.00T
	AED Loaner Program Loaner AED provided within 24 hours of AED being called in for a deployed or an AED that needs service.	1	0.00	0.00T
	AED In-Service Training AED In-Service Training: 15-30 minutes, demonstrate the AED and provide detailed maintenance information.	1	0.00	0.00
	AED ProTracker Online AED Program Management - 1 Year License ***** Required by Illinois State Law 093-0910 ***** 1. AED Equipment tracking & reporting 2. Pad and Battery expiration notices 3. Inspection reminders 4. Interactive reporting console	1	0.00	0.00T
	Website: www.AEDProtracker.com (Redacted) Needed) (Redacted)			
	Free Shipping Free shipping on orders over \$100	1	0.00	0.00T

To initiate order, please reply to the email with your authorization or issue a
purchase order if required by your organization. Please call 800-550-AEDS or
email sales@scsolutions.net for questions or quantity adjustments.

SUBTOTAL	32,815.00
DISCOUNT	-4,000.00
TAX (0%)	0.00
TOTAL	\$28,815.00

Thank you for the opportunity to earn your business and support your life-saving efforts!

AGENDA MEMO
Police Committee
November 6, 2023

ISSUE STATEMENT

Committee requests approval for the expenditure of budgeted funds, line item 01-40-4325 Consulting/Professional Services for a one-year law enforcement policy manual update subscription from Lexipol, LLC in the amount of \$10,134.09.

BACKUP

BACKGROUND/HISTORY

This is the 13th year the Darien Police Department has subscribed with Lexipol, LLC to create a web based comprehensive police department policy manual. Lexipol, LLC is highly recommended by our insurance carrier IRMA for their training and risk management policies.

The one year law enforcement policy manual update subscription includes 24/7 access to Knowledge Management System for updates and editing. The DTB subscription service includes 365 Unique Scenario Daily Training Bulletins and Testing Data Base.

STAFF/COMMITTEE RECOMMENDATION

Based upon the above information, staff recommends that the City approve the expenditure of budgeted funds from line item 01-40-4325 Consulting/Professional Services for the annual payment to Lexipol, LLC in the amount of \$10,134.09.

ALTERNATE CONSIDERATION

As recommended.

DECISION MODE

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



Invoice

#INVLEX17884

6/20/2023

Bill To
 Darien Police Department
 1710 Plainfield Rd
 Darien IL 60561
 United States

End User
 Darien Police Department

Terms	Due Date	PO #	Contract Term
Net 30	7/20/2023		7/1/2023 to 6/30/2024

Description	Qty	Rate	Amount
Annual Law Enforcement Policy Manual & Daily Training Bulletins	1	\$10,134.09	\$10,134.09

Your invoice includes a 5 % discount.

Subtotal	\$10,134.09
Tax Total (%)	\$0.00
Invoice Total	\$10,134.09
Amount Paid	\$0.00
Amount Due	\$10,134.09

[Click here to submit your accounting inquiry](#)

Lexipol now has an easier way for you to view/pay your invoices. Please set up/login to your account today at [LEXIPOL CUSTOMER PORTAL](#). If you have difficulty logging in, please click on the reset password link, reset your password, and attempt logging in again.

Please Make Checks Payable to:
 Lexipol, LLC
 2611 Internet Blvd, Suite 100
 Frisco, Tx 75034-9085

AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

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

RESOLUTION

AND

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

BACKGROUND

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

The following professional services are to be provided by CBBEL for the Retaining Wall Project and attached and labeled as [Exhibit A](#),

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

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

Task 2 – JULIE Utility Survey:

- Underground Utility Survey

Task 3 – Geotechnical Investigation:

- Soil Borings

Task 4 – Prefinal Plans, Specifications and Estimate:

Preparation of engineering plans, specifications and estimates

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

Preparation of final plans and bid documents

Task 6 – Bidding Assistance:

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

Task 7 – Meetings, Coordination and Management:

This task includes general project coordination, administration, and management

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

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

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

COMMITTEE RECOMMENDATION

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

AND

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

ALTERNATE CONSIDERATION

As directed by the City Council.

CBBEL Plainfield Rd retaining wall

November 6, 2023

Page 3

DECISION MODE

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



AGENDA MEMO
City Council
September 5, 2023

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY-UPDATE IS ITALICIZED

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

- Plainfield Road-Southern Right of Way
- Linden Avenue to Cass Ave 350 lineal feet
- Cass Avenue-Eastern Right of Way
- Plainfield Road to southern side yard property line of 7614 Gail Avenue



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

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

The scope of work included two concepts:

Concept 1

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

Concept 2

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

Additional work required for either concepts:

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

Construction budget for the above options as follows:

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

Engineering Design and bid specs \$75,000

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

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

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

UPDATE FOR September 5, 2023 City Council

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

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

Attorney Murphey reviewed the language and concurs with the additional clarification

COMMITTEE RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

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

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

February 6, 2023

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

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

Dear Dan:

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

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

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

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

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

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

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

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

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

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

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

Sincerely,



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



RESOLUTION NO. R-94-23

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. R-94-23

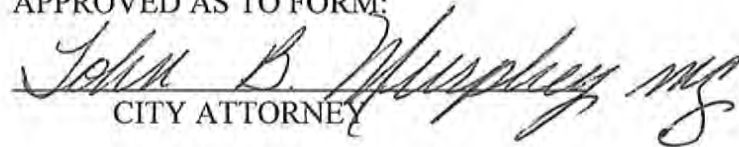
APPROVED BY THE MAYOR FOR THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 5th day of September, 2023.


JOSEPH MARCHESE, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



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

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

RECITALS

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

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

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

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

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

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

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

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

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

1.0 INCORPORATION

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

2.0 SCOPE OF PROJECT

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

3.0 RESPONSIBILITIES OF THE CITY

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

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

4.0 RESPONSIBILITIES OF THE COUNTY

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

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

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

5.0 MAINTENANCE

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

6.0 INDEMNIFICATION

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

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

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

7.0 GENERAL

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

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

8.0 ENTIRE AGREEMENT

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

9.0 NOTICES

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

City of Darien

1702 Plainfield Road

Darien, Illinois 60561

ATTN: Dan Gombac

Director of Municipal Services

Phone: 630.353.8106

Email: dgombac@darienil.gov

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

10.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

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

11.0 NON-ASSIGNMENT

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

12.0 AUTHORITY TO EXECUTE/RELATIONSHIP

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

13.0 GOVERNING LAW

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

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

14.0 SEVERABILITY

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

15.0 FORCE MAJEURE

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

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

COUNTY OF DU PAGE

Deborah A. Conroy, Chair
DuPage County Board

ATTEST:

Jean Kaczmarek
County Clerk

CITY OF DARIEN

Joseph A. Marchese

Joseph A. Marchese, Mayor
City of Darien

ATTEST:

JoAnne Ragona

JoAnne Ragona
City Clerk



EXHIBIT A
PROJECT COUNTY COST ESTIMATE

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

STATE OF ILLINOIS)
) SS
COUNTY OF DU PAGE)

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

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

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



JoAnne E. Ragona

City Clerk



September 7, 2023

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

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

Dear Sir/Madam,

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

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

Sincerely,
CITY OF DARIEN

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

Daniel Gombac
Director of Municipal Services

Enclosure

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

RESOLUTION NO. _____

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

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

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

September 22, 2023

City of Darien
1702 Plainfield Road
Darien, IL 60561

Attention: Dan Gombac

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

Dear Mr. Gombac:

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

UNDERSTANDING OF THE ASSIGNMENT

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

SCOPE OF SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ESTIMATE OF FEE

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

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

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

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2023 Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

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

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Engineer VI	265
Engineer V	220
Engineer IV	180
Engineer III	160
Engineer I/II	135
Survey V	240
Survey IV	220
Survey III	190
Survey II	160
Survey I	120
Engineering Technician V	210
Engineering Technician IV	175
Engineering Technician III	125
Engineering Technician I/II	85
CAD Manager	200
CAD II	145
GIS Specialist III	165
Landscape Architect	190
Landscape Designer I/II	110
Environmental Resource Specialist V	225
Environmental Resource Specialist IV	180
Environmental Resource Specialist III	145
Environmental Resource Specialist I/II	100
Environmental Resource Technician	130
Administrative	110
Engineering Intern	70
Information Technician III	150
Information Technician I/II	120
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

Approval of a resolution accepting a proposal from Connexion to purchase street light fixtures and shield at the submitted unit price through April 30, 2024.

RESOLUTION

BACKGROUND/HISTORY

The City owns and maintains 630 street lights. In 2016 the City retrofitted light fixtures to light-emitting diode (LED) fixtures, see [Attachment A](#). During the last year and half it has been identified that approximately 205 fixtures have prematurely burned out. The existing Leotek fixtures carry a 10-year warranty set to expire in 2026. While the manufacture has been honoring the replacements and continues to provide replacement inventory, lead times have been delayed due to supply chain issues such as semiconductors/drivers being in constant short supply. The manufacture has not provided to date an assessment of the premature failures. The labor to remove and replace is outsourced under the street light contract and the warranty does not cover the labor to remove and replace. The delays lead to street lights being out for up to a month. As a supplement, the City has reviewed an alternative fixture to replace the fixtures within a couple of days as they burn out, provided the Leotek fixture is not in stock.

Staff requested quotes for the following Sylvania street light fixtures and glare shields:

- Item #65775 AREAFLD4A/S100UNVD830/T4/GR
- Item #63164 AREAFLD4A/SMALLGLARESHIELD
- Item #61393 AREAFLDXA/NEMAPHOTOCELL/UNV

Staff received five (5) responsive quotes. The lowest quote was submitted from Connexion, see [Attachment B](#). The request for quotes included two optional extensions for 2024 and 2025.

The street light fixtures are funded through the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	EXPENDITURE TO DATE
01-30-4359	Street Light Operations & Maintenance	\$ 78,000.00	\$ 6,417.80	\$ 22,114.28

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution accepting a proposal from Connexion to purchase street light fixtures and shield at the submitted unit price through April 30, 2024.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

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

AGENDA MEMO**City Council****April 4, 2016****Issue Statement**

Approval of the following resolutions as they relate to the City's LED Streetlight Retrofit Project:

Approval of a resolution to accept a proposal from Lake Shore Lighting LLC, for the purchase of LED Street Light Heads at a cost not to exceed \$187,160.

AND

Approval of a resolution to accept the revised unit pricing from Rags Electric in an amount not to exceed \$55,680 for the removal of the existing street light heads and the installation of the new LED fixtures.

Background/History

On March 12, 2015 staff had received three sealed bids for the 2015/16 Street Light Maintenance Contract. Rags Electric is the awarded vendor for the City's Street Light Maintenance Contract. The contract called out for an optional LED Conversion cost schedule.

In summary, the LED Conversion Project includes the following:

1. Removal of the existing fixture
2. Disposal of the existing fixture
3. Purchase and Installation of the following *571 LED Streetlight heads as follows:

**TYPE	MANUFACTURER	QUANTITY	PART NUMBER
A	EYE LIGHTING	17	LES-37W-333-840-HWD W/ 10KA SURGE SUPPRESSOR /TERMINAL BLOCK
A-1	LEOTEK	300	HSS GCM 40 (HOUSE SIDE SHIELD FOR TYPE A)
B	EYE LIGHTING	61	LES-57W 333-840-HWD W/10KA SURGE / TERMINAL BLOCK
C	EYE LIGHTING	14	P-L4-45-5-7-U-Y-N-R-E1
D	LEOTEK	422	GCM2-40F-MV-NW-2-GY-1A
E	LEOTEK	57	GC2-80F-MV-NW-3-GY-1A

**Type-Refers to Map Location (not included)

*Total street light inventory is currently at 571 fixtures. Pending field conditions the inventory will be updated. Each fixture shall carry a 10-year warranty and Rags Electric shall provide a one-year installation warranty. The installation warranty shall ensure the City that the vendor has secured the fixture per the lighting manufacturer specs and is structurally secured to the existing pole/mast arm.

The City applied for the following two grants:

1. Illinois Clean Energy Grant #7370 for \$25,000 Approved on April 30, 2015, see Attachment A (6 pages). An extension was granted on March 7, 2016. The project must be completed by July 31, 2016, see attached correspondence labeled as Attachment B. The City's cost must be in the minimal amount of \$62,500 to meet the requirements of the grant.
2. Illinois Department of Commerce and Economic Opportunity's (DCEO) 2015-2016 Illinois Energy Now Public Sector Energy Efficiency Program Darien LED Streetlight Project 9092, Approved for \$105,000, see attached correspondence labeled as Attachment C (4 pages). Please note: This grant has not been released to date, and is pending approval of the state budget.

In preparation of the 2016-17 Budget, Staff reached out to the lighting representative and requested a review of the fixture pricing as presented within the street Lighting bid tally. The manufacturer's representative, Lake Shore Lighting, LLC, was able to secure additional discounting provided that all the fixtures were purchased at one time.

Attached and Labeled as Attachment D and Attachment E (13 pages) are the fixture pricing as per the 2015 bid tally and the renegotiated pricing directly from the manufactures representative.

The City staff also reached out to the City's awarded street light vendor, Rags Electric, and requested to negotiate the removal and installation unit pricing from \$49.00 to \$40.00 per item. The vendor has agreed to the request and attached as Attachment F is the bid tally and renegotiated pricing.

Once the project is completed, it is conservatively estimated that the return on investment is approximately 7.3 years. Majority of the street light fixtures are unmetered and billed under a Rate 25 Schedule. The City's current street light inventory has a vast range of bulbs that average approximately 200 watts. The vendor will be required to inventory every bulb being replaced and the city will forward the inventory to Com Ed with the LED Head replacement. Com Ed and Lakeshore Lighting will verify the revised power consumption and the rates will be revised. It is estimated that there will be an annual \$15,000 energy cost savings. The maintenance costs for the light outages will also be reduced by approximately \$12,000 annually.

The 2016/17 Budget calls out for the funding for the Street Light Maintenance Program from the following line items:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 16/17 BUDGET	PROPOSED EXPENDITURE
25-35-4815	STREET LIGHT LED RETROFIT PROJECT	\$ 250,000.00	\$ 242,840.00
APPROVED GRANT	ILLINOIS CLEAN ENERGY	\$ 25,000.00	(\$ 25,000.00)
TOTAL COST			\$217,840.00
*GRANT PENDING	DCEO-Illinois Department of Commerce and Economic Opportunity's	\$105,000.00	(\$105,000.00)
TOTAL		N/A	\$ 112,840.00

* Pending State Budget approval by March 31, 2016. If State Budget is not approved by said date the grant will require resubmission, see Attachment C from the State of Illinois. Please note there is no guarantee that the DCEO grant will be approved.

Staff Recommendation

Municipal Services Committee recommends approval of the attached resolutions.

Alternate Consideration

As directed by City Council.

Decision Mode

This item will be placed on the April 4, 2016 City Council agenda for formal consideration.



Illinois Clean Energy
community foundation

April 30, 2015

Mr. Michael Griffith
Senior Planner
City of Darien
1702 Plainfield Road
Darien, IL 60561

Dear Mr. Griffith:

We are very pleased to inform you that the Illinois Clean Energy Community Foundation has approved a grant of \$25,000 to the City of Darien for energy efficient upgrades to lighting systems in your facilities.

Thank you for your leadership in demonstrating the value of investing in energy efficiency for your community: enhancing lighting quality, saving money, and improving the environment.

The attached grant agreement defines the terms and conditions of the grant.

To accept the grant, please review, sign and return the grant agreement electronically to the Foundation as soon as possible and no later than one month from today. Please keep a copy of the grant agreement for your records.

FAILURE TO DO SO MAY RESULT IN THE TERMINATION OF YOUR GRANT.

The Foundation requires grantees to submit grant requirements electronically. Your grant agreement, interim report, and other applicable grant-related documentation should be uploaded via the "Requirements" section of your online account. You can access your account by logging in at https://www.grantrequest.com/SID_325/?SA=AM. Be sure to provide your log-in credentials to others who may be managing these requirements.

On behalf of the Foundation's Board of Trustees and staff, we would like to extend our best wishes for the success of this project.

Sincerely,

A handwritten signature in black ink that reads "Dennis F. O'Brien".

Dennis F. O'Brien
Executive Director



April 30, 2015

Mr. Michael Griffith
Senior Planner
City of Darien
1702 Plainfield Road
Darien, IL 60561

Re: **Request ID: 7370**
City of Darien LED Streetlight
Upgrade - Revised Application

Dear Mr. Griffith:

The Illinois Clean Energy Community Foundation ("the Foundation") is awarding a grant of **\$25,000** to the City of Darien ("the Grantee") for the above-referenced project.

This letter defines the terms and conditions of the grant and constitutes the grant agreement ("the Agreement") between the Foundation and the Grantee. Please read it carefully. ***If the Grantee agrees to the terms and conditions in the Agreement, please return a complete counter-signed copy of the Agreement no later than one month from today. Failure to do so may result in the termination of your grant.*** Contact the Foundation if you have any questions.

Duration and Payment of Grant

This grant is to be used during the period **May 1, 2015** through **April 30, 2016** (the "Grant Period"). Upon satisfactory completion of the Project as defined herein, the Foundation will make a single payment to the Grantee based on the number of annual kilowatt hours of electricity reduced as a result of the Project as completed, but not more than \$25,000 or 40% of the total resulting cost of the project. If the resulting kilowatt hour reduction is less than 0.00 kilowatt hours, as estimated in the application materials submitted to the Foundation by the Grantee, the amount of the grant may be reduced on a pro-rated basis to reflect the actual reduction. The grant amount will not be increased in the event that the Project yields a greater kilowatt hour reduction than estimated in the grant application.

The Foundation reserves the right to suspend, modify or cancel any payments that might otherwise be due under this grant, to require a refund of any unexpended grant funds or both, if:

1. such action is necessary to comply with any applicable law or regulation;
2. the Grantee has used the grant funds for purposes other than as described in the Agreement or otherwise violated any part of the Agreement; and/or
3. the Grantee's performance under the grant has not been satisfactory.

The Foundation's judgment on these matters will be final and binding.

Purpose and Use of Grant

This grant is for the City of Darien LED Streetlight Upgrade - Revised Application (the "Project") described in the Project proposal and budget submitted to the Foundation by the Grantee and dated March 12, 2015. The Grantee confirms that this grant will be used solely for the specific tax-exempt purposes described in the Project proposal and budget and no substantial variance will be made without the Foundation's prior written approval.

The Grantee also confirms that the Project is under its complete control and that it has and will exercise control over the process of selecting any vendors, contractors or consultants involved in the Project. The Grantee and the Foundation are not partners or joint venturers with respect to each other.

Furthermore, the Grantee agrees that funds from this grant will be used exclusively for tax exempt purposes as described in Section 501(c) (3) of the Internal Revenue Code and will not be used for any activities prohibited by law, including, without limitation, attempting to influence legislation or participating in any political campaign on behalf of any candidate for public office. The Grantee agrees that it and its employees, agents and sub-contractors will comply with all applicable federal, state, county and local laws, ordinances, regulations and codes in the performance of the Grantee's obligations under this Agreement.

Reporting Requirements

An **Interim Report** shall be submitted 6 months after the start of the grant period. The Interim Report shall include an update on project activity including construction – if started. If construction has not started 6 months from the date of this grant award, a detailed explanation must be provided that includes an update on project financing and expected construction start.

If the term of the grant extends beyond the grant expiration date due to substantial delays in project construction and completion, additional Interim Reports may be required if deemed necessary by the Foundation. In such circumstances, additional report(s) should be provided in six month increments after the initial Interim Report is submitted.

Upon completion of the Project to the Grantee's satisfaction, the Grantee shall provide the Foundation with the various documents identified in Exhibit A attached hereto (the "Grantee Documents Required for Payment") as part of the Final Report. Promptly upon the Foundation's receipt of the Grantee Documents Required for Payment in form and substance satisfactory to the Foundation, the Foundation will send to the Grantee a check in the amount specified in the Duration and Payment of Grant section of this Agreement.

Publicity

The Foundation believes it is important that many organizations and individuals in Illinois learn about the Project and the ways it benefits the public. Accordingly, the Foundation strongly encourages the Grantee to publicize the receipt of this grant and the results of the Project.

The Grantee agrees to share with the Foundation a draft of any press release or public announcement of the grant prior to distributing the release or announcement and to provide the Foundation with clippings of resulting media coverage.

The Grantee also agrees to allow the Foundation to publicize the Grantee as a grant recipient and to use the name and description of the Project and photographs or other audiovisual representations of subjects related to the Project.

Maintenance of Records and Evaluation

The Grantee is responsible for maintaining adequate financial records regarding use of the grant funds, consistent with generally accepted accounting principles.

The Grantee agrees to cooperate fully in any evaluation of this grant and/or the Project that the Foundation may conduct. Such an evaluation may include a visit from Foundation staff or consultants, interviews with Project participants, a review of financial and other records about the Project maintained by the Grantee and/or similar investigative activities.

Confirmation of Tax-Exempt Status and Good Standing

The Grantee confirms that it is currently a unit of government or a nonprofit organization exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code and is not a private foundation under Section 509(a) of the Internal Revenue Code. **If the Grantee is not a unit of government, it agrees to submit with the signed Agreement written evidence of its tax-exempt, non-private foundation status if it has not previously provided such evidence to the Foundation.**

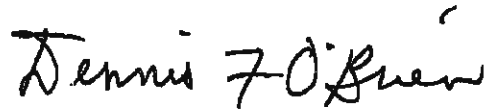
The Grantee further confirms that it is currently in good standing with appropriate state government agencies. If requested by the Foundation, the Grantee agrees to provide written evidence of its good standing.

If there is any change in the Grantee's tax exempt status or good standing during this grant, the Grantee agrees to immediately notify the Foundation of that change.

Acceptance of Terms and Conditions of Agreement

If the Grantee agrees to the terms and conditions in the Agreement, please return to the Foundation one complete copy of this letter signed by an authorized representative of the Grantee in the space provided below. For future reference, please retain a copy of the Agreement in your files. This grant award may be withdrawn if the Foundation has not received a counter-signed copy of the Agreement within one month from the date of this letter.

Sincerely,



Dennis F. O'Brien
Executive Director

Attachment: Exhibit A – Grantee Documents Required for Payment

The Grantee acknowledges that relevant organization executives and Project personnel have read and understand the Agreement, that its terms and conditions are acceptable to the Grantee and that the Grantee will comply with those terms and conditions.

Grantee City of Darien
(This must be the legal name of the organization accepting the grant and it must have federal tax-exempt status.)

Name of Authorized Signer for the Grantee Bryan D VANA

Title of Signer City Administrator

Authorized Signature B D Van
(This must be an original signature of an authorized representative of the Grantee.)

Date Signed 5-4-15



Illinois Clean Energy

community foundation

2 North LaSalle Street • Suite 1140 • Chicago IL 60602
312.372.5191 • fax 312.372.5190 • www.IllinoisCleanEnergy.org

Exhibit A

Grantee Documents Required for Payment

The Foundation requires grantees to submit grant requirements electronically. Your grant agreement, interim report, and other applicable grant-related documentation should be uploaded via the "Requirements" section of your online account. You can access your account by logging in at https://www.grantrequest.com/SID_325/?SA=AM. Be sure to provide your log-in credentials to others who may be managing these requirements.

DOCUMENTS REQUIRED IMMEDIATELY

To accept the grant offered by the Foundation, the Grantee must return a complete, counter-signed copy of the Grant Agreement within one month from the date of this letter. Please keep a copy of the Agreement for your records.

DOCUMENTS REQUIRED UPON PROJECT COMPLETION

Upon completion of the Lighting Upgrade Project to the Grantee's satisfaction, the Grantee must send and upload the Foundation a signed letter on organization letterhead that:

1. confirm the Grantee's acceptance of the Project system hardware and installation as complete and satisfactory; and
2. request that the grant be paid, specifying the exact amount requested.

As attachments to that letter, the Grantee must provide the following documentation:

3. a detailed **updated** list of the quantity(ies) and type(s) of all lighting equipment removed and new/retrofit systems installed as part of the Project; (see notes below)
4. a copy of the final itemized invoice(s) from and/or check(s) issued to all vendors involved in the Project, showing amounts already paid and amounts still owed; this may also include a summary of the hours and total costs of any in-house labor used to complete the Project; in sum, these documents should reflect the total resulting cost of the Project *for each facility upgraded*; and
5. a summary **updated** calculation of the electricity reduction, in kilowatt hours, resulting from the Project, as completed, *for each facility upgraded*. (see the following notes)

Notes:

- a. The wattage savings due to work that is not eligible to be supported with this grant, such as upgrades the replacement of incandescent bulbs with "screw-in" compact fluorescent bulbs, should NOT be included in this calculation).
- b. Regarding documentation requirements #3 and #5; updated information reflecting actual lighting upgrade work performed and corresponding reduction in watts or kilowatts must be provided. A copy of documentation provided with the original funding application will not be accepted as evidence of compliance with these requirements.
- a.



March 10, 2016

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

Re: **Request ID: 7370**
City of Darien LED Streetlight
Upgrade - Revised Application

Dear Mr. Gombac:

The Foundation has received your request for an extension of the grant period for the above referenced project.

The Illinois Clean Energy Community Foundation accepts the proposed change to the terms of the grant for that project. The grant period is now **May 1, 2015 through July 31, 2016**. All other terms and conditions of the grant, as defined in the grant agreement dated April 30, 2015 and accepted by Bryon Vana, City Administrator, on May 4, 2015 continue in full force and effect. If you have any further questions about this grant, please contact Nick Poplawski at (312) 372-5191.

Sincerely,

A handwritten signature in black ink that reads "Dennis F. O'Brien".

Dennis F. O'Brien
Executive Director

Dan Gombac

From: Habibi, Johnny <Johnny.Habibi@illinois.gov>
Sent: Friday, March 11, 2016 9:33 AM
To: Dan Gombac
Cc: Bryon Vana; 'nbezold@lakeshorelight.com'; Lisa Klemm
Subject: RE: DCEO Pre-Application - Darien LED Streetlight Project 9092

Then will have to move for next budget year FY17, & the app has been approved, then a new application will have to be resubmitted. We will use the documents (cut sheets, maps, ...), & the review will be easier this time since it was reviewed before.

From: Dan Gombac [mailto:dgombac@darienil.gov]
Sent: Friday, March 11, 2016 9:28 AM
To: Habibi, Johnny
Cc: Bryon Vana; 'nbezold@lakeshorelight.com'; Lisa Klemm
Subject: RE: DCEO Pre-Application - Darien LED Streetlight Project 9092

Thanks Johnny.

Just to clarify, if there is no budget by the end of this month, the grant becomes null and void??

Daniel Gombac
Director of Municipal Services
 630-353-8106

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DARIEN DIRECT CONNECT

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<http://www.darien.il.us/Departments/Administration/CityNews.html>

From: Habibi, Johnny [mailto:Johnny.Habibi@illinois.gov]
Sent: Friday, March 11, 2016 9:23 AM
To: Dan Gombac <dgombac@darienil.gov>
Cc: Bryon Vana <bvana@darienil.gov>; 'nbezold@lakeshorelight.com' <nbezold@lakeshorelight.com>; Lisa Klemm <LKlemm@darienil.gov>
Subject: RE: DCEO Pre-Application - Darien LED Streetlight Project 9092

Hi Dan,

The application 9092 is approved for the amount of \$105,663.50. Rebate Agreement document has been prepared, but we can't give a Notice to Proceed letter or give this rebate \$ amount since there is no State of Illinois budget for FY16, we are still waiting for it to be enacted. Therefore, unless there is a budget for FY16, then the grant will be paid up by 5/31/2016. The City of Darien can move ahead with the project but it will be at its own risk in regards to getting the rebate \$ amount described above, in case there is no budget before 3/31/2016. I hope this answers your questions.

Best Regards.

Johnny Habibi PE, CEM
Mechanical Engineer III
Illinois Dept. of Commerce & Economic Opportunity (DCEO)
Illinois Energy Office Web site: <http://www.illinoisenergy.org/>
500 East Monroe Street (Ridgley Building 12th Floor)
Springfield, IL 62701
1.217. 785.2772 (Voice)
1.217. 785.2618 (Fax)
e-mail: johnny.habibi@illinois.gov
Web: www.illinois.gov/dceo



Illinois
Department of Commerce
& Economic Opportunity
OFFICE OF ENERGY & RECYCLING
Bruce Rauner, Governor

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From: Dan Gombac [<mailto:dgombac@darienil.gov>]
Sent: Friday, March 11, 2016 9:09 AM
To: Habibi, Johnny
Cc: Bryon Vana; 'nbetzold@lakeshorelight.com'; Lisa Klemm
Subject: RE: DCEO Pre-Application - Darien LED Streetlight Project 9092

Good morning Johnny:

I wanted to follow up regarding our grant, Darien LED Streetlight Project 9092.

1. Has there been any updates regarding the funding of said grant?
2. Should the funding be approved, and the City's moves ahead with the project, will the grant be retroactive and up to how long?
3. Could you please forward a copy of the proposed grant funding we would be eligible for?

Sincerely,

Daniel Gombac
Director of Municipal Services
630-353-8106

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DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

<http://www.darien.il.us/Departments/Administration/CityNews.html>

From: Dan Gombac
Sent: Tuesday, September 08, 2015 11:36 AM
To: nbetzold@lakeshorelight.com
Cc: Bryon Vana <bvana@darienil.gov>
Subject: RE: DCEO Pre-Application - Darien LED Streetlight Project 9092

Thanks Nick

Daniel Gombac
Director of Municipal Services
630-353-8106

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DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

<http://www.darien.il.us/Departments/Administration/CityNews.html>

From: nbetzold@lakeshorelight.com [<mailto:nbetzold@lakeshorelight.com>]
Sent: Tuesday, September 08, 2015 11:33 AM
To: Dan Gombac
Subject: Fwd: DCEO Pre-Application - Darien LED Streetlight Project 9092

Sent from my iPhone

Begin forwarded message:

From: CEO.Illinois energy <illinois.energy@illinois.gov>
Date: September 8, 2015 at 10:51:44 AM CDT
To: Nick Betzold <nbetzold@lakeshorelight.com>
Cc: "Habibi, Johnny" <Johnny.Habibi@illinois.gov>
Subject: RE: DCEO Pre-Application - Darien LED Streetlight Project 9092

Thank you for your application to the Illinois Department of Commerce and Economic Opportunity's (DCEO) 2015-2016 Illinois Energy Now Public Sector Energy Efficiency Program. We are processing your application and will issue notices to proceed when the Illinois State Budget has been passed. For all further communication regarding your application, please reference project 9092 and contact the DCEO project manager.

This project has been assigned to:

Johnny Habibi
johnny.habibi@illinois.gov
217/785-2772

Lisa Teubner
DCEO
Illinois Energy Office
500 E Monroe R-12
Springfield, IL 62701
217/785-7440
Lisa.teubner@illinois.gov

From: Nick Betzold [<mailto:nbetzold@lakeshorelight.com>]
Sent: Sunday, September 06, 2015 12:13 AM
To: CEO.Illinois energy
Cc: Dan Gombac
Subject: DCEO Pre-Application - Darien LED Streetlight Project

Good Evening,

Attached is the 2015 DCEO Pre-Application and signed Section 2, ComEd Bills, & Spec Sheets (saved as - Darien DCEO Pre-App PART 2) for the City of Darien LED Streetlight Project.

This project has missed 2 previous DCEO cuts when the program has ran out of money and has been years in the making. This project has already been bid out and awarded. The only thing holding the City of Darien back from completing the project is the receipt of a DCEO acceptance letter or some sort of official letter stating the City of Darien has funds set aside.

Please confirm that you have received this email, and let me know if you need any additional information or have any questions.

Thanks!

Best Regards,

Nick Betzold



Office: (844) 525-3746

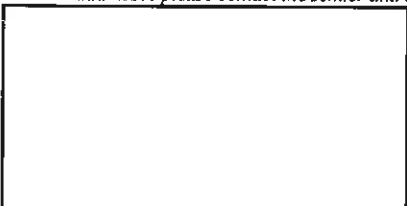
Direct: (847) 989-5843

Fax: (847) 387-3950

Email: nbetzold@lakeshorelight.com

www.LakeShoreLight.com

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LED RETROFIT PROGRAM

PROPOSED PROGRAM WITH RENEGOTIATED PRICING									
2015 PRICING-BID TALLY MARCH 12, 2015									
	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	
Company Name	Eye Lighting LES-37W-333-840-HWD	Eye Lighting LES-57W-443-840-HWD	Eye Lighting PD-L4-40-5-7-U-Y-G-R-E1	Leotek Hss GCM 40	Leotek GCM2-40F-MV-NW-2-GY-1A	Leotek GC2-80F-MV-NW-3-GY-1A	Installation Costs	Cost to remove existing light head fixture	Total
Rag's Electric	\$ 444.00	\$ 504.00	\$ 794.00	\$ 18.00	\$ 312.00	\$ 571.00	\$ 49.50	\$ 49.50	\$ 2,742.00
Revised Pricing	\$ 393.00	\$ 438.00	\$ 724.00	\$ 18.00	\$ 256.00	\$ 449.00	\$ 40.00	\$ 40.00	\$ 2,358.00
Meade Electric	\$ 450.75	\$ 511.32	\$ 800.80	\$ 18.37	\$ 315.73	\$ 578.20	\$ 63.00	\$ 47.00	\$ 2,785.17
Lyons Electric	\$ 465.00	\$ 528.00	\$ 830.00	\$ -	\$ 335.00	\$ 597.00	\$ 140.00	\$ 20.00	\$ 2,915.00

QUANTITY BREAKDOWN-BID TALLY MARCH 12, 2015 UNIT PRICING									
QUANTITY	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	Total
	Eye Lighting LES-37W-333-840-HWD	Eye Lighting LES-57W-333-840-HWD	Eye Lighting P-L4-45-5-7-U-Y-N-R-E1	Leotek Hss GCM 40	Leotek GCM2-40F-MV-NW-2-GY-1A	Leotek GC2-80F-MV-NW-3-GY-1A	Installation Costs	Cost to remove existing light head fixture	Total
198					\$ 61,776.00				\$ 61,776.00
224					\$ 61,776.00				\$ 61,776.00
45						\$ 25,695.00			\$ 25,695.00
12						\$ 6,852.00			\$ 6,852.00
17	\$ 7,548.00								\$ 7,548.00
61		\$ 30,744.00							\$ 30,744.00
14			\$ 11,116.00						\$ 11,116.00
571							\$ 28,264.50	\$ 28,264.50	\$ 56,529.00
BID TALLY COST									\$ 262,036.00

REVISED PROGRAM SUMMARY-WITH RE-NEGOTIATED PRICING									
QUANTITY	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	Total
	Eye Lighting LES-37W-333-840-HWD	Eye Lighting LES-57W-333-840-HWD	Eye Lighting P-L4-45-5-7-U-Y-N-R-E1	Leotek Hss GCM 40	Leotek GCM2-40F-MV-NW-2-GY-1A	Leotek GC2-80F-MV-NW-3-GY-1A	Installation Costs	Cost to remove existing light head fixture	Total
198					\$ 50,688.00				\$ 50,688.00
224					\$ 57,344.00				\$ 57,344.00
45						\$ 20,205.00			\$ 20,205.00
12						\$ 5,388.00			\$ 5,388.00
17	\$ 6,681.00								\$ 6,681.00
61		\$ 26,718.00	\$ -						\$ 26,718.00
14			\$ 10,136.00						\$ 10,136.00
571	\$ 6,681.00	\$ 26,718.00	\$ 10,136.00	\$ -	\$ 108,032.00	\$ 25,593.00			\$ 177,160.00
MATERIAL COSTS									\$ 177,160.00
CONTINGENCY-MATERIAL									\$ 10,000.00
TOTAL MATERIAL COSTS									\$ 187,160.00
571							\$ 22,840.00	\$ 22,840.00	\$ 45,680.00
CONTINGENCY-LABOR									\$ 10,000.00
TOTAL LABOR COSTS									\$ 55,680.00
TOTAL PROJECT COST									\$ 242,840.00

ROI	Energy Savings	Maintenance	Total
Annual Cost Savings	\$ 15,000.00	\$ 12,000.00	\$ 27,000.00
Project Cost Material and Labor	\$ 222,840.00		
Contingency	\$ 20,000.00		
Total Cost	\$ 242,840.00		
Illinois Clean Energy Grant	\$ 25,000.00		
Adjusted Project Cost	\$ 197,840.00		
No of years to recoup costs	7.33		

Dan Gombac

From: Nick Betzold <nbetzold@lakeshorelight.com>
Sent: Tuesday, February 02, 2016 5:25 PM
To: Dan Gombac
Subject: Revised Pricing for LED Streetlights
Attachments: Revised Leotek Streetlight Pricing - Darien.pdf

Hi Dan,

Please see attachments for revised pricing for the Leotek Streetlights. We're quite a bit lower than before. We can do the entire project including install with Rags without going out to bid via TIPS USA. I also put in pricing for the Leotek GCM2-30F as an alternate for the GCM2-40F which is a bit cheaper and slightly less light than the GCM2-40F.

Let me know if you have any questions.

Thanks Dan.

Best Regards,

Nick Betzold



Office: (844) 525-3746
Direct: (847) 989-5843
Fax: (847) 387-3950

Email: nbetzold@lakeshorelight.com

www.LakeShoreLight.com

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Lakeshore Lighting, LLC
 1204 E Central Road
 Arlington Heights, IL 60005

Estimate

Date	3/21/2016
Estimate #	15247
Account #	

Name / Address
City of Darien Dan Gombac 1702 Plainfield Rd Darien, IL 60561

Project	Terms
Darien LED Streetlights	50/50 Due on Receipt

Type	Vendor	Description	Rate	Qty	MPN	Total
GCM2-2	LEOTEK	LEOTEK, GCM2 SERIES, 40 LED, 120-277V, 4000K CCT, TYPE 2 OPTIC (2 LANE ROADWAYS, GRAY, 1A	256.00	198	GCM2-40F-MV-NW-2-GY-1A	50,688.00
GCM2-3	LEOTEK	LEOTEK, GCM2 SERIES, 40 LED, 120-277V, 4000K CCT, TYPE 3 OPTIC (INTERSECTIONS & CUL DE SACS), GRAY, 1A	256.00	224	GCM2-40F-MV-NW-3-GY-1A	57,344.00
GC2-3	LEOTEK	LEOTEK, GC2 SERIES, 80 LED, 120-277V, 4000K CCT, TYPE 3 OPTIC, GRAY, 1A	449.00	45	GC2-80F-MV-NW-3-GY-1A	20,205.00
GC2-2	LEOTEK	LEOTEK, GC2 SERIES, 80 LED, 120-277V, 4000K CCT, TYPE 2 OPTIC, GRAY, 1A	449.00	12	GC2-80F-MV-NW-2-GY-1A	5,388.00
DPT-B & DPT-C	EYE LIGHTING	EYE LIGHTING, 37W LED RETROFIT KIT, 3-SIDES POPULATED, 4000K, HARDWIRED, 120-277V, STANDARD TID (Darien DPT-B & DPT-C)	393.00	17	LES-37W333-840-HWD-XXXX-UNV-3	6,681.00
DPT-A	EYE LIGHTING	EYE LIGHTING, 57W LED POST TOP RETROFIT KIT, 4 SIDES POPULATED, 4000K, HARDWIRED, 120-277V, STANDARD TID, (Darien DPT-A)	438.00	61	LES-57W443-840-HWD-XXXX-UNV-3	26,718.00

--

Total

Toll Free	Fax #	Web Site	Rep	Email
847-989-5843	847-387-3950	www.lakeshorelight.com	NB	nnetzold@lakeshorelight.com



Lakeshore Lighting, LLC
 1204 E Central Road
 Arlington Heights, IL 60005

Estimate

Date	3/21/2016
Estimate #	15247
Account #	

Name / Address
City of Darien Dan Gombac 1702 Plainfield Rd Darien, IL 60561

Project	Terms
Darien LED Streetlights	50/50 Due on Receipt

Type	Vendor	Description	Rate	Qty	MPN	Total
PTN	EYE LIGHTING	EYE LIGHTING, NEW DECORATIVE POST TOP LED FIXTURE, DECORATIVE FITTER, 4,000 LUMENS, TYPE 5 OPTIC, 120-277V, ACRYLIC LENS, GRAY, INTERNAL PHOTOCELL RECEPTACLE, TERMINAL BLOCK #2 - #14 AWG WIRE LEADS, (Darien PTN)	724.00	14	PD-L4-40-5-7-U-Y-G-R-E1	10,136.00
		Sales Tax	7.50%			0.00

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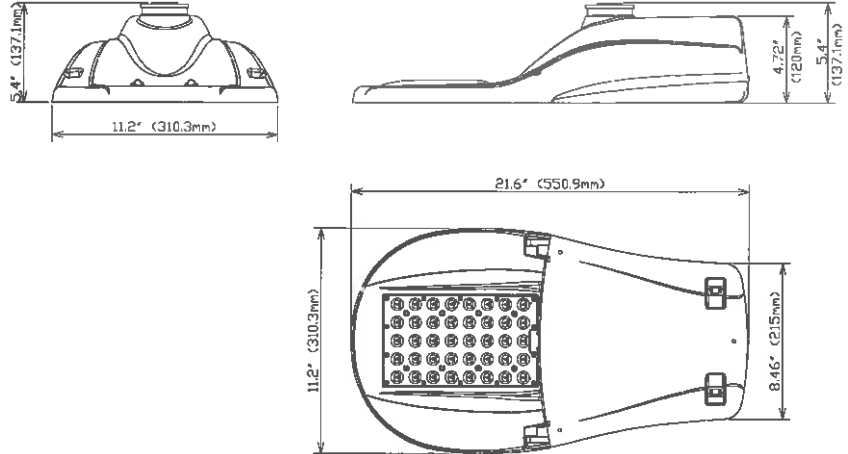
Total	\$177,160.00
--------------	---------------------

Toll Free	Fax #	Web Site	Rep	Email
847-989-5843	847-387-3950	www.lakeshorelight.com	NB	nbetzold@lakeshorelight.com

GreenCobra™ Midsize LED Street Light GCM

Luminaire Data

Weight 10 lbs [4.6 kg]
EPA 0.44 ft²



Ordering Information

Sample Catalog No. GCM1 30F MV NW 2 GY 700 PCR7 WL

Product	LED No. & Type	Voltage	Color Temperature	Distribution	Finish	Drive Current	Options
GCM1 30F@ 350 to 700mA	30F	MV 120-277V HV 347-480V	WW 3000K NW 4000K CW 5000K	2 Type 2 3 Type 3	GY Gray DB Dark Bronze BK Black	350² 350mA 530² 530mA 700 700mA 1A³ 1A	FDC⁴ Fixed Drive Current LPCR Less Photocontrol Receptacle PCR5⁵ ANSI 5-wire Photo- control Receptacle PCR7⁵ ANSI 7-wire Photo- control Receptacle PCR5-CR⁶ Control Ready 5-wire PC Receptacle PCR7-CR⁶ Control Ready 7-wire PC Receptacle WL Utility Wattage Label 4B 4-Bolt Mounting Bracket DSC Door Safety Cable RWG Rubber Wildlife Guard
GCM2 30F@ 700mA to 1A, 40F @ 700mA to 1A	40F						

Notes:

- 1 Factory set drive current, field adjustable standard. Refer to Performance Data Table. Consult factory if wattage limits require a special drive current.
- 2 350mA and 530mA drive current available with GCM1 only.
- 3 1A drive current available with GCM2 only.
- 4 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCR5-CR or PCR7-CR options.
- 5 Field adjustable current selector included. Wireless node dimming is disabled, field changeable connectors included to enable dimming with PCR5/7.
- 6 Control-ready wiring at factory for wireless node dimming. Default maximum drive current (700mA or 1A) must be specified.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 8 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- 9 Specify Color (GY, DB, BK)
- 10 Specify MV (120-277V) or HV (347V-480V)

Accessories	
HSS⁷	House Side Shield, Snap-On*
CSS⁸	Cul-De-Sac Side Shield, Snap-On*
SPB⁹	Square Pole Horizontal Arm Bracket
RPB⁹	Round Pole Horizontal Arm Bracket
PTB⁹	Pole Top Tenon Horizontal Arm Bracket
WB⁹	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC¹⁰	Twist Lock Photocontrol
LLPC¹⁰	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS specify as option in luminaire catalog number.

GreenCobra™ Midsize LED Street Light

GCM

Luminaire Specifications

Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from ± 5° in 2.5° steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

Optical Systems

Micro-lens optical systems produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR5-CR or PCR7-CR options). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 2 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Finish

Housing receives a durable, fade-resistant polyester powder coat finish. Finish tested to withstand 3000 hours in salt spray exposure per ASTM B117. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified 120-277V product.² International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A

Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components.

Performance Data

All data preliminary.

No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm)	Efficacy (Lm/W)	Type 2	Type 3
					BUG Rating	BUG Rating
GCM1 30F	350	36	3900	108	B1 U0 G1	B1 U0 G1
	530	57	6000	105	B1 U0 G1	B2 U0 G2
	700	69	7000	100	B2 U0 G2	B2 U0 G2
GCM2 30F	700	69	7000	100	B2 U0 G2	B2 U0 G2
	1000	104	9200	88	B2 U0 G2	B2 U0 G2
GCM2 40F	700	88	9000	102	B2 U0 G2	B2 U0 G2
	1000	138	12000	87	B2 U0 G2	B2 U0 G2

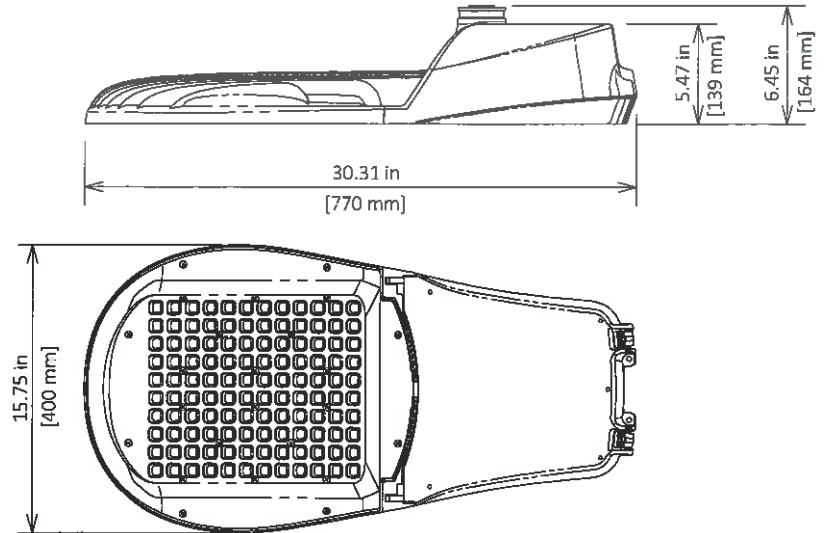
Notes:

- 1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.
- 2 Not all versions DLC qualified. Consult qualified product list at www.designlights.org for latest product listing.

GreenKingCobra™ LED Street Light GC2

Luminaire Data

Weight 25 lbs [11.3 kg]
EPA 1.0 ft²



Ordering Information

Sample Catalog No. GC2 80F MV NW 2 GY BSK RPB FDC350

Product	No. & Type of LEDs	Voltage*	Color Temperature	Distribution	Finish	Drive Current	Options
GC2	80F	MV 120-277V	WW 3000K	2 Type 2	GY Gray	350 350mA	HSS ⁴ House Side Shield (Factory Installed)
	90F	HV 347-480V	NW 4000K	3 Type 3	DB Dark Bronze	530 530mA	FDC ⁵ Fixed Drive Current
	100F		CW 5000K		700 700mA	LPCR Less Photocontrol Receptacle	
	120F				1A ³ 1A	PCR5 ANSI 5-wire Photocontrol Receptacle	
			BK Black		PCR7 ANSI 7-wire Photocontrol Receptacle		
							PCR5-CR Control Ready 5-wire Photocontrol Receptacle
							PCR7-CR Control Ready 7-wire Photocontrol Receptacle
							SC PCR Shorting Cap
							WL Utility Wattage Label

Notes:

- 1 Factory set drive current, field adjustable standard. Refer to Performance Data Table. Consult factory if wattage limits require a special drive current.
- 2 Gray, Black and Dark Bronze standard, consult factory for other finishes.
- 3 1A drive current only available with 40F.
- 4 Flush mounted house side shield factory installed. Shield cuts light off at 1/2 mounting height behind luminaire.
- 5 Non-field adjustable, fixed drive current.
- 6 MV is DLC qualified. HV is DLC qualified on request, consult factory.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire. Specify Model and Color.
- 8 Specify Color (GY, DB, BK)
- 9 Specify MV (120-277V) or HV (347V-480V)

Accessories	
HSS ⁷	House Side Shield
SPB ⁸	Square Pole Horizontal Arm Bracket
RPB ⁸	Round Pole Horizontal Arm Bracket
PTB ⁸	Pole Top Tenon Horizontal Arm Bracket
WB ⁸	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC ⁹	Twist Lock Photocontrol
LLPC ⁹	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

*Accessories are ordered separately and not to be included in the catalog number

Luminaire Specifications

Housing

Die cast aluminum housing with universal four-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. Aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from + 10° to -5° in 2.5° steps and integral bubble level standard. Electrical components are accessed without tools and are mounted on removable power door with stainless steel latches. Standard rubber wildlife guard conforms to mast arm with no gaps.

Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

Optical Systems

Micro-lens optical systems produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire.

Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR5-CR or PCR7-CR options). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 2 to 14 gauge wire and is aligned for strait wire entry. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Finish

Housing receives a fade and abrasion resistant polyester powder coat finish. Finish tested to withstand 3000 hours in salt spray exposure per ASTM B117. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

Luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified 120-277V 4000K product. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A

Photometry

Luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components.

Performance Data

All data nominal, consult factory for IES files or LM-79 reports.

No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (lm) ¹	Efficacy (lm/W)	Type 2	Type 3
					BUG Rating	BUG Rating
80F	700	180	17700	98	B3 U0 G3	B3 U0 G3
	1000	277	24500	88	B4 U0 G4	B4 U0 G4
90F	350	95	10800	114	B2 U0 G2	B3 U0 G3
	530	150	16050	107	B3 U0 G3	B3 U0 G3
	700	195	19800	102	B3 U0 G3	B3 U0 G3
100F	350	105	11700	111	B3 U0 G3	B3 U0 G3
	530	167	17400	104	B3 U0 G3	B3 U0 G3
	700	220	22000	100	B3 U0 G3	B3 U0 G3
120F	350	130	14600	112	B3 U0 G3	B3 U0 G3
	530	200	20800	104	B3 U0 G3	B3 U0 G3
	700	260	26400	102	B4 U0 G4	B4 U0 G4

Notes:

1 Nominal lumens. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.



Project Date

Catalog # Prepared by

Luminaire Type

Comments

LEDioc® - Hardwired

LED Lamp Retrofit Engineered Solution

Applications include: Street/Area, Historic Districts, City Parks & Recreation, Campuses, Glass Lens Post Tops, Plastic Lens Post Tops, Teardrop Pendants

Specification Features

Construction

The LED retrofit kit includes a separate LED light source, LED driver and transient immunity device (TID). All three components are individually replaceable. The LED retrofit kit is capable of field adjusting the light center length of the LED light source to match the photometric light center length of the original luminaire.

Mounting

LED lampholder is hardwire mounted on a clamp assembly and can be field adjustable. Medium and Mogul base designs are available.

Optics

Designed for use in the existing HID post top and pendant mount luminaire optics. House-Friendly™ versions available with reduced house side lumens.

Electrical

Constant Current Driver is 120-277V input, with 0-10V dimming capability, and the operating temperature is -30° to +60° C. The 25W lamp (28 system watts) along with the 37W lamp (41.5 system watts) driver has a 300mA output and the 57W lamp (63 system watts) driver has a 350mA output. Electrical components are mounted separately to allow for easy serviceability. Transient immunity device (TID) or surge protector supplied per system requirements.

Reliability

The LEDioc lamp features cast aluminum passive thermal management, which allows air circulation around each LED module to ensure optimal lighting performance and long life.

Warranty

See the EYE Lighting full Warranty and Terms and Conditions of Sale at www.eyelighting.com.

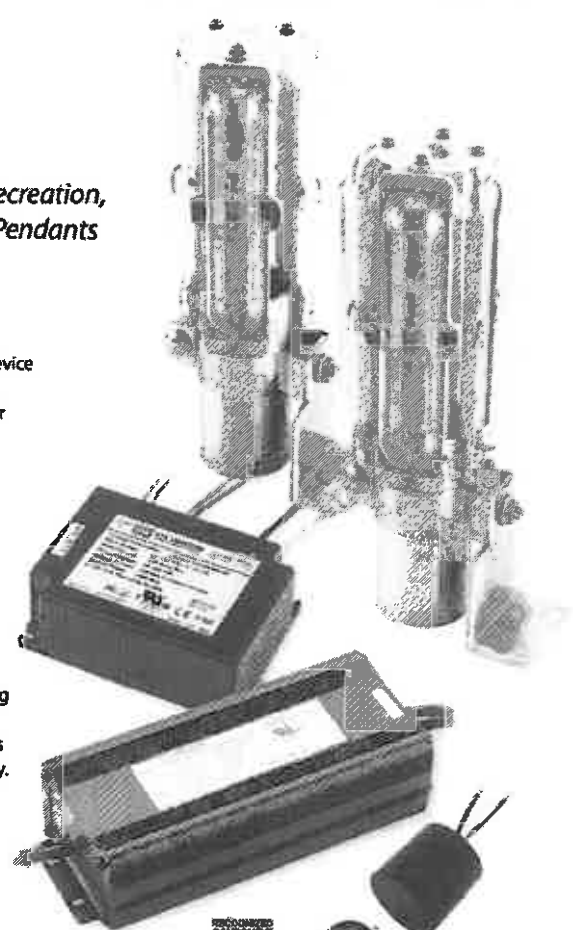
Order Guide

CATALOG NUMBER

- LEH - 25WH323 - 830 - HWD - XXXX - UNV - 1*
- LEH - 25WH323 - 840 - HWD - XXXX - UNV - 1*
- LEH - 25WH323 - 750 - HWD - XXXX - UNV - 1*
- LES - 37W333 - 830 - HWD - XXXX - UNV - 1*
- LES - 37W333 - 840 - HWD - XXXX - UNV - 1*
- LES - 37W333 - 750 - HWD - XXXX - UNV - 1*
- LEH - 37WH433 - 830 - HWD - XXXX - UNV - 1*
- LEH - 37WH433 - 840 - HWD - XXXX - UNV - 1*
- LEH - 37WH433 - 750 - HWD - XXXX - UNV - 1*
- LES - 57W443 - 830 - HWD - XXXX - UNV - 1*
- LES - 57W443 - 840 - HWD - XXXX - UNV - 1*
- LES - 57W443 - 750 - HWD - XXXX - UNV - 1*

DESCRIPTION

- 25W House-Friendly, 3-Sides, 2-Sides Populated, 3000K, 85 CRI, Hardwired, 120-277V, standard TID
- 25W House-Friendly, 3-Sides, 2-Sides Populated, 4000K, 83 CRI, Hardwired, 120-277V, standard TID
- 25W House-Friendly, 3-Sides, 2-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID
- 37W, 3-Sides, 3-Sides Populated, 3000K, 85 CRI, Hardwired, 120-277V, standard TID
- 37W, 3-Sides, 3-Sides Populated, 4000K, 83 CRI, Hardwired, 120-277V, standard TID
- 37W, 3-Sides, 3-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID
- 37W, House-Friendly, 4-Sides, 3-Sides Populated, 3000K, 85 CRI, Hardwired, 120-277V, standard TID
- 37W, House-Friendly, 4-Sides, 3-Sides Populated, 4000K, 83 CRI, Hardwired, 120-277V, standard TID
- 37W, House-Friendly, 4-Sides, 3-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID
- 57W, 4-Sides, 4-Sides Populated, 3000K, 84 CRI, Hardwired, 120-277V, standard TID
- 57W, 4-Sides, 4-Sides Populated, 4000K, 85 CRI, Hardwired, 120-277V, standard TID
- 57W, 4-Sides, 4-Sides Populated, 5000K, 70 CRI, Hardwired, 120-277V, standard TID



Check the latest update at www.designlights.org for listed product ratings. members. Hardwired versions are color certified company for solution avoidance.

* PLEASE NOTE

- Luminaire description "XXXX" to be completed by factory.
 - Surge protector "1" indicates a standard 3-wire unit rated 10kA without indicator light. Options are "2" (a 2-wire unit rated 10kA with indicator light) or "3" (a 3-wire unit rated 10kA with indicator light).

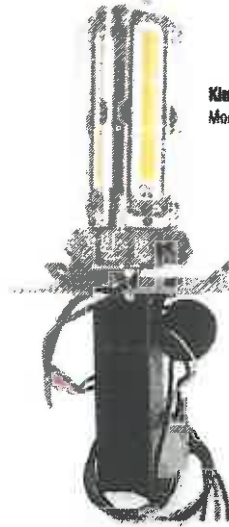
LEDioc® - Hardwired LED Lamp Retrofit Engineered Solution

The complete LEDioc component kit includes: the exclusive patent pending EYE LEDioc lamp, driver, TID and mounting bracket for the specific luminaire. Installation is easy, thermal/mechanical compatibility is assured and lamp LCL is maintained, preserving the optics and photometric performance of the existing luminaire. Each solution includes luminaire-specific installation instructions for the installer. Other solutions available, contact the factory or visit eyelighting.com for other solutions.

GE Town and Country
Model# T35C Series



King Luminaire
Model # K118 series

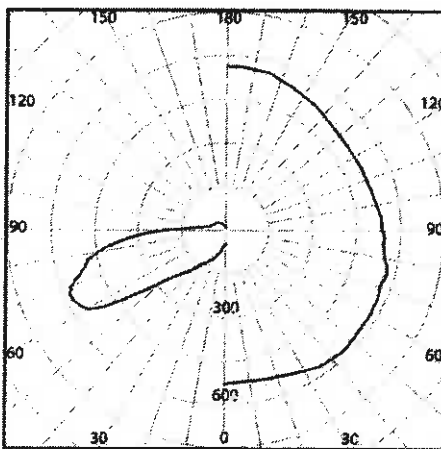


Hadco
Model # 952 series

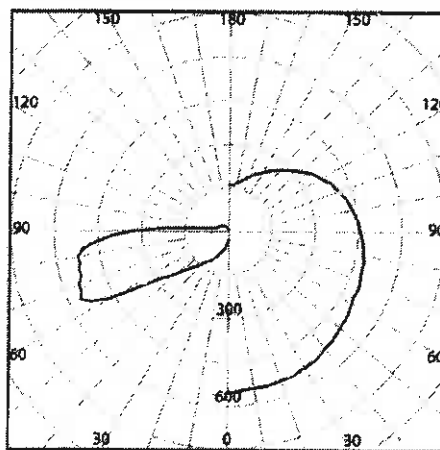


Hardwire Photometrics

37W STANDARD



25W HOUSE-FRIENDLY™



* Photometric distribution is based on Lexalite Lindy 424 per DLC specifications in a Type V distribution.

NOTES:

- 1) Applications are subject to project performance evaluation and may be subject to thermal validation prior to installation.
- 2) Actual design will vary based on specific luminaire mounting requirements.
- 3) Lexalite Lindy 424, GE Town and Country, King Luminaire, and Hadco are trademarks owned by their respective company.

EYE Lighting International of North America, Inc.
a division of Iwasaki Electric of Japan

9150 Hendricks Road
Mentor, Ohio 44060

Tel: (888) 665-2677
Fax: (440) 350-7001

www.eyelighting.com



kíaroLED[®] Post Top Luminaires



SMOOTH FITTER

DECORATIVE FITTER
(for NEMA photocell option)

Applications include

Urban streets, parks, residential areas, walkways, corporate and college campuses.

Specification Features

Construction

The main body is constructed from die cast aluminum featuring an easily removable stainless steel top that provides LED and driver accessibility for maintenance. The kíaroLED optics consist of an F1 rated, UV stabilized acrylic lens for maximum performance and durability. Easy and quick connects and disconnects from the modular LED board and driver, and stainless steel hardware are standard factory installed features. The kíaroLED Post Top offers a twist lock photocell mounted inside the optional decorative fitter providing full functionality without loss of architectural appeal.

Mounting

The standard smooth fitter provides a smooth transition from a 4.5" O.D. pole to the luminaire. A 4" to 5" long 3" or 3 1/2" O.D. tenon is required and is held in place with six 3/16"-16 set screws. The optional decorative fitter provides mounting to 2 3/8", 2 1/2", 3" and 4" O.D. pole and is held in place with three 3/16"-16 set screws. Connection to the terminal block is located conveniently in the base allowing direct access during installation. Terminal block connections accept 2 gauge to 14 gauge wire.

Optics

The luminaire provides IES Type II, III, IV, and V distribution patterns. Optical distribution patterns, lumen levels, and color temperatures are interchangeable and easily replaceable. Exclusive kíaroLED optical assembly contains captured stainless steel screws and quick disconnects for ease of field replacement and maintenance.

Electrical

The standard LED driver features 0-10VDC dimming and allows input from 120-277V, 50/60Hz, and an integral step down transformer is used for 347/480V installations. The driver operates at greater than 0.9 Power Factor and lower than 20% Total Harmonic Distortion. A replaceable built-in surge protector is rated to withstand 10kV/10kA of transient line surge. The kíaroLED Post Top is rated for 60,000 hours of operation and is suitable in -35°C to 40°C ambient conditions.

Finish

EYE Lighting utilizes a multi-stage cleaning, pretreatment and chemical conversion coating process. A durable polyester powdercoat is then electrostatically applied to a 2 to 3 mil thickness. This process ensures protection from impact, UV and salt spray damage.

Warranty

5 Year Limited LED Luminaire Warranty to the original purchaser that the luminaire shall be free from defects in material and workmanship for up to five (5) years from date of shipment. This limited warranty covers the fixture, LED driver and LEDs when installed and operated according to manufacturer's instructions. See EYE Lighting's full Warranty and Terms & Conditions of Sale at www.eyelighting.com.

Listings and Ratings

UL Listed in the U.S.A. and Canada to U.L. 1598 wet location standards. IP65 rated upper housing. Tested to IESNA LM-79-08 test standards at 25°C ambient. IES files are available at www.eyelighting.com.



Order Guide

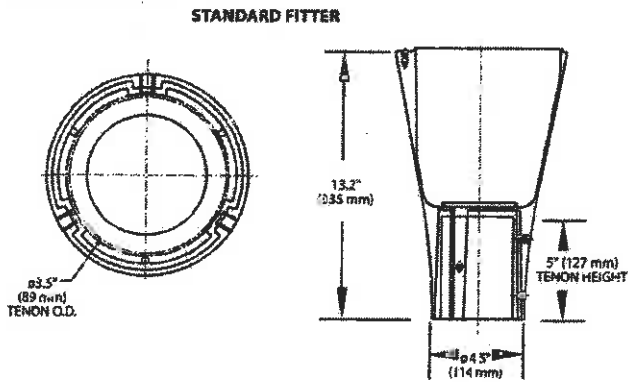
SAMPLE NUMBER : PS-L440-57-UY-N-VE1

FAMILY	LUMENS	CCT	TYPE	CRI	VOLTAGE	LENS	FINISH	PHOTOCELL	WIRING
PS = Smooth Fitter	L4 ¹ = ~4,000	40 = 4000K	2 = II 3 = III	7 = 70	U = 120-277V W = 347/480V	Y = Acrylic	G = Gray H = Charcoal K = Black N = Dark Bronze S = Silver W = White Q ⁴ = Custom	R ⁵ = Internal NEMA Photocell Receptacle V = No Photocell	E1 = Terminal block, #2 AWG to #14 AWG E2 = Terminal block with #14 AWG wire leads
PD = Decorative Fitter	L7 = ~7,000 L10 ² = ~10,000	50 = 5000K	4 = IV 5 = V						

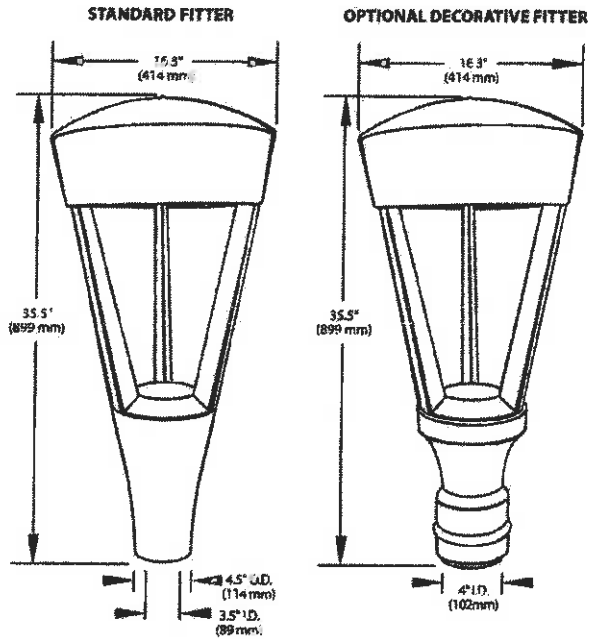
1 Reference photometric data sheet for lumen levels based on color temperature and distribution type
 2 3% maximum ambient temperature
 3 347/480V steps down to 200-277V
 4 Consult factory when ordering custom finishes
 5 Requires optional decorative fitter, additional charge will apply

Dimensions

Standard smooth fitter



Weight 33 lbs.
EPA 2.14 ft²



Performance Data

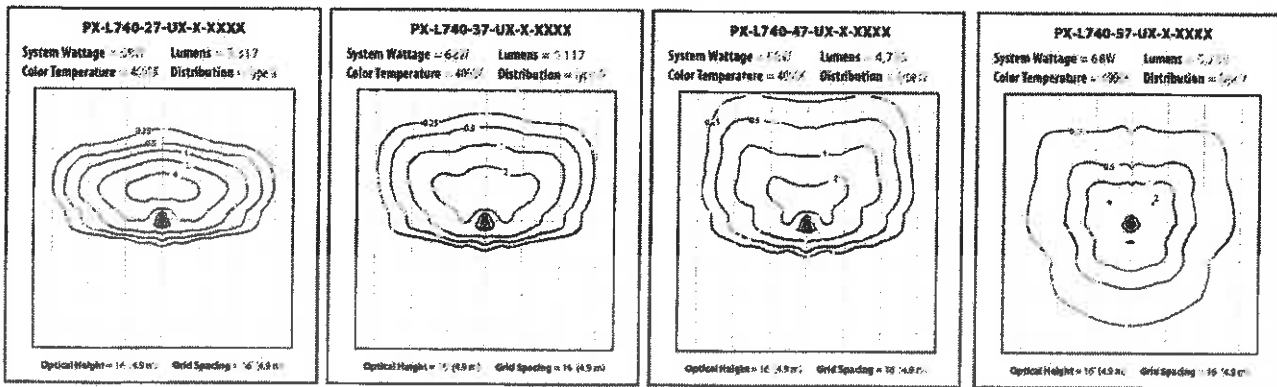
Wattage Summary

LED Model	LED Qty.	Drive Current	Luminaire Wattage	Average Lumens	Lumen Maintenance (L70 At)	
					25°C	40°C
L4	10	1050 mA	34	2,900	129,000 hrs.	129,000 hrs.
L7	10	2100 mA	68	5,200	129,000 hrs.	156,000 hrs.
L10	10	3150 mA	97	8,250	129,000 hrs.	163,000 hrs.

Ambient Data

Ambient Temperature	Lumen Multiplier
15°C	1.02
25°C	1.00
35°C	0.99
40°C	0.98

Photometric Data



- Results may vary from test due to power, ambient conditions and individual component performance variations
- Data is provided to estimate typical performance
- Engineering estimates and data based on: 100% absolute lumens
- Lumen output may vary 10% due to LED manufacturer flux specification

- Predicted performance calculated from LED manufacturer data and engineering estimates based on test methodologies of IESNA LM-80, LM-79, and LM-Z1
- L70 Hours is the predicted time when LED performance degrades to 70% of initial beam output
- EYE Lighting reserves the right to change materials or modify the design of its product without notification

- Consult factory for lead time and availability
- Other modes of failure may occur after the 60,000 hour period
- Reference photometric data sheet for lumen levels based on color temperature and distribution type
- Patents Pending

EYE Lighting International of North America, Inc.
a division of Iwasaki Electric of Japan

9150 Hendricks Road
Mentor, Ohio 44060

Tel: (888) 665-2677
Fax: (440) 350-7001

www.eyelighting.com



Monday, March 21, 2015

City of Darien
Daniel Gombac
Director of Municipal Services
1702 Plainfield Road
Darien, Illinois 60561

Dear Daniel Gombac & City of Darien

Lakeshore Lighting, LLC is extending this letter to you to confirm Lakeshore Lighting, LLC's direct buying relationship with Leotek Electronics USA LLC as requested for purposes regarding the 2016 Darien LED Streetlight Program.

Lakeshore Lighting, LLC is a direct distributor that submits purchase orders directly to Leotek Electronics USA LLC. The Pricing recently quoted to The City of Darien by Lakeshore Lighting is substantially lower than pricing obtained in the original bid, as Lakeshore Lighting secured lower utility pricing in order to make this project financially feasible.

If you would like further supplemental documentation, please let me know what you need from us in order to satisfy your requirements. Below, is a signature from Archibald & Meek, manufacturer's rep for Leotek Electronics LLC USA, acknowledging the validity of this document.

Sincerely,

Nicholas W. Betzold
Principal / Lakeshore Lighting, LLC

X Nicholas W. Betzold 3/21/16

Ray Doerrler
Sales Manager / Archibald & Meek (AMI)

X Ray Doerrler 3/21/16

Lakeshore Lighting, LLC
1204 E. Central Road
Arlington Heights, IL 60005

Phone: (847)-989-5843
Fax: (847)-387-3950
Email: nbetzold@lakeshorelight.com
Web: www.lakeshorelight.com

WARRANTY STATEMENT
General Illumination Products
AR, EC, GC, LWS, LSF, LCN, CL Series

Leotek AR, EC, GC, and LCN3-T Series Products are covered by a ten-year limited warranty, from the date of delivery. Leotek LWS, LSF, LCN1, LCN2, LCN3-K and CL Series Products are covered by a five-year limited warranty, from the date of delivery. Leotek warrants these products to be free of defects in workmanship and/or material. This warranty includes all electrical and mechanical components including finish and gaskets. Failure of over 10% of the LEDs in the luminaire during the warranty period will constitute a luminaire "failure" (except CL Series: 1 LED failure will constitute a unit failure).

Leotek Electronics USA Corp. will repair or replace any units found to be defective or that fail within this period. Leotek's liability under this warranty is limited to repair or replacement of the unit with a comparable product utilizing the current technology at the time of replacement.

Leotek will not be liable for defects due to improper handling, misuse, negligence, accidents, acts of God or nature, exposure to casualty of elements, or unauthorized alteration/repair. In all such cases, the warranty is immediately null and void. This warranty does not cover photocells or any control or monitoring devices.

This warranty is exclusive of all other warranties, expressed or implied, and Leotek hereby specifically disclaims all other warranty claims of any type; including without limitation, a warranty of merchantability of any unit or its fitness for any particular use or purpose. The customer's remedy under this warranty is exclusive. In no event shall Leotek be liable for interruption of business loss, profits or indirect or consequential damages, injury to person or damage to property from any cause whatsoever.

Please contact your local Sales Representative prior to directly contacting Leotek. Leotek Technical assistance is available from our Technical Support Department during the hours of 8:00 AM to 5:00 PM Pacific Standard Time (PST), Monday through Friday, excluding major U.S. holidays. Please provide the model number of the product.

Return Material Authorization

Prior to returning any product for repair or replacement, Leotek requires that a Return Material Authorization (RMA) be issued. The RMA can only be issued by Leotek. When requesting an RMA, the following information must be provided to Leotek; product Model and Serial Numbers, Date of Manufacture, and a detailed description of the reason for return. A Leotek representative will document the issue at hand and make the appropriate arrangement for the return of the unit/product.

When returning the product, the customer must adhere to the following procedure(s):

- Prior to returning, contact customer support at (408) 380-1788 to obtain an RMA number (Return Material Authorization).
- Clearly mark shipment container with RMA number.
- Include a return address and contact information with the shipment.
- RMA's are shipped via customer paid postage to:
 - Leotek Electronics USA Corp. - 1955 Lundy Ave., San Jose, CA 95131

Verification of purchase may be required. Leotek will not be held responsible for any damage to the product that occurs during shipment. Failure to exercise the above RMA policy and procedures will void all warranty responsibilities on behalf of Leotek Electronics USA Corp.

Dan Gombac

From: Patrick A. Durkin <ragselectric@aol.com>
Sent: Monday, February 15, 2016 4:16 PM
To: Dan Gombac
Subject: Re: 2016 LED Retrofit Program Proposed Negotiation

Dan,

We are comfortable with the \$40.00 removal and \$40.00 installation of LEDs. Sorry for the delay in this response.

Pat Durkin

Rag's Electric

630-739-RAGS (7247) = Office

773-619-7640 = Cell

-----Original Message-----

From: Dan Gombac <dgombac@darienil.gov>

To: Rags Electric <ragselectric@aol.com>

Cc: Bryon Vana <bvana@darienil.gov>; Kathy Weaver (Kathy_Weaver@AJG.com) <Kathy_Weaver@AJG.com>; nbetzold <nbetzold@lakeshorelight.com>

Sent: Wed, Feb 3, 2016 10:19 am

Subject: 2016 LED Retrofit Program Proposed Negotiation

Good morning Pat:

We are currently reviewing the LED Street Light Program portion of the recent Street Light contract. While you are the awarded vendor for the program, the City has been unable to secure a grant to offset the costs. We have recently had the opportunity to reduce fixture costs through the manufacture on two items. Upon review of the costs, the City is requesting a review of your installation and removal costs as proposed within the highlighted section. Pending your review and response, Staff would like to request the City Council for consideration to complete all 627 fixtures over the next year. The manufacture would be passing on the fixture costs to you for our project.

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106

To receive important information from the City of Darien sign up for our electronic newsletter:

DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple!

<http://www.darien.il.us/Departments/Administration/CityNews.html>

RESOLUTION NO. R-41-16

A RESOLUTION AUTHORIZING THE MAYOR AND CITY CLERK TO ACCEPT A PROPOSAL FROM LAKE SHORE LIGHTING, FOR THE PURCHASE OF LED STREET LIGHT HEADS AT A COST NOT TO EXCEED \$187,160.00 AS THEY RELATE TO THE CITY'S LED STREETLIGHT RETROFIT PROJECT

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor and City Clerk to accept a proposal from Lake Shore Lighting for the purchase of LED Street Light Heads at a cost not to exceed \$187,160.00, as they relate to the City's LED Streetlight Retrofit Project, a copy of which is attached hereto as "**Exhibit A**", and is, by this reference, expressly incorporated herein.

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

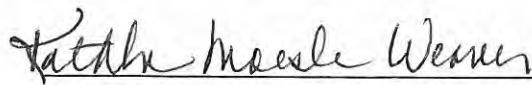
PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April, 2016.

AYES: 6 - Beilke, Belczak, Kenny, Marchese, McIvor, Schauer

NAYS: 0 - NONE

ABSENT: 1 - Chlystek

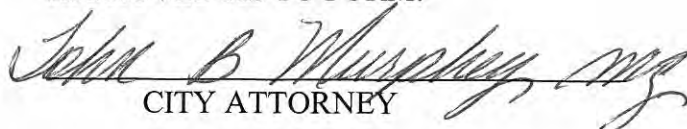
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 4th day of April, 2016.


KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:


JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY



LED RETROFIT PROGRAM

EXHIBIT A

PROPOSED PROGRAM WITH RENEGOTIATED PRICING									
2015 PRICING-BID TALLY MARCH 12, 2015									
	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	
Company Name	Eye Lighting LES-37W-333-840-HWD	Eye Lighting LES-57W-443-840-HWD	Eye Lighting PD-L4-40-5-7-U-Y-G-R-E1	Leotek Hss GCM 40	Leotek GCM2-40F-MV-NW-2-GY-1A	Leotek GC2-80F-MV-NW-3-GY-1A	Installation Costs	Cost to remove existing light head fixture	Total
Rag's Electric	\$ 444.00	\$ 504.00	\$ 794.00	\$ 18.00	\$ 312.00	\$ 571.00	\$ 49.50	\$ 49.50	\$ 2,742.00
Revised Pricing	\$ 393.00	\$ 438.00	\$ 724.00	\$ 18.00	\$ 256.00	\$ 449.00	\$ 40.00	\$ 40.00	\$ 2,358.00
Meade Electric	\$ 450.75	\$ 511.32	\$ 800.80	\$ 18.37	\$ 315.73	\$ 578.20	\$ 63.00	\$ 47.00	\$ 2,785.17
Lyons Electric	\$ 465.00	\$ 528.00	\$ 830.00	\$ -	\$ 335.00	\$ 597.00	\$ 140.00	\$ 20.00	\$ 2,915.00

QUANTITY BREAKDOWN-BID TALLY MARCH 12, 2015 UNIT PRICING									
QUANTITY	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	Total
	Eye Lighting LES-37W-333-840-HWD	Eye Lighting LES-57W-333-840-HWD	Eye Lighting P-L4-45-5-7-U-Y-N-R-E1	Leotek Hss GCM 40	Leotek GCM2-40F-MV-NW-2-GY-1A	Leotek GC2-80F-MV-NW-3-GY-1A	Installation Costs	Cost to remove existing light head fixture	Total
198					\$ 61,776.00				\$ 61,776.00
224					\$ 61,776.00				\$ 61,776.00
45						\$ 25,695.00			\$ 25,695.00
12						\$ 6,852.00			\$ 6,852.00
17	\$ 7,548.00								\$ 7,548.00
61		\$ 30,744.00							\$ 30,744.00
14			\$ 11,116.00						\$ 11,116.00
571							\$ 28,264.50	\$ 28,264.50	\$ 56,529.00
BID TALLY COST									\$ 262,036.00

REVISED PROGRAM SUMMARY-WITH RE-NEGOTIATED PRICING									
QUANTITY	ITEM 1	ITEM 2	ITEM 3	ITEM 4	ITEM 5	ITEM 6	ITEM 7	ITEM 8	Total
	Eye Lighting LES-37W-333-840-HWD	Eye Lighting LES-57W-333-840-HWD	Eye Lighting P-L4-45-5-7-U-Y-N-R-E1	Leotek Hss GCM 40	Leotek GCM2-40F-MV-NW-2-GY-1A	Leotek GC2-80F-MV-NW-3-GY-1A	Installation Costs	Cost to remove existing light head fixture	Total
198					\$ 50,688.00				\$ 50,688.00
224					\$ 57,344.00				\$ 57,344.00
45						\$ 20,205.00			\$ 20,205.00
12						\$ 5,388.00			\$ 5,388.00
17	\$ 6,681.00								\$ 6,681.00
61		\$ 26,718.00	\$ -						\$ 26,718.00
14			\$ 10,136.00						\$ 10,136.00
571	\$ 6,681.00	\$ 26,718.00	\$ 10,136.00	\$ -	\$ 108,032.00	\$ 25,593.00			\$ 177,160.00
MATERIAL COSTS									\$ 177,160.00
CONTINGENCY-MATERIAL									\$ 10,000.00
TOTAL MATERIAL COSTS									\$ 187,160.00
571							\$ 22,840.00	\$ 22,840.00	\$ 45,680.00
CONTINGENCY-LABOR									\$ 10,000.00
TOTAL LABOR COSTS									\$ 55,680.00
TOTAL PROJECT COST									\$ 242,840.00

ROI	Energy Savings	Maintenance	Total
Annual Cost Savings	\$ 15,000.00	\$ 12,000.00	\$ 27,000.00
Project Cost Material and Labor	\$ 222,840.00		
Contingency	\$ 20,000.00		
Total Cost	\$ 242,840.00		
Illinois Clean Energy Grant	\$ 25,000.00		
Adjusted Project Cost	\$ 197,840.00		
No of years to recoup costs	7.33		

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

REQUEST FOR QUOTE: 2023 Street Light Fixtures
OPENING DATE/TIME: October 3, 2023 @ 10:00 a.m.

			Green Way LLC DBA Star LED		Bell Electrical Supply Co., Inc.		Connexion		Facility Solutions Group		Cooper Lighting /The Lighting Digest		City Electric Supply	
ITEM	DESCRIPTION	UNITS	COST PER UNIT	TOTAL	COST PER UNIT	TOTAL	COST PER UNIT	TOTAL	COST PER UNIT	TOTAL	COST PER UNIT	TOTAL	COST PER UNIT	TOTAL
#65775	AREAFLD4A/S100NVD830/T4/GR	50	\$ 370.00	\$ 18,500.00	\$ 268.13	\$ 13,406.50	\$ 359.00	\$ 17,950.00	\$ 369.38	\$ 18,469.00	\$ 358.00	\$ 17,900.00	\$ 382.24	\$ 19,112.00
#63164	AREAFLD4A/SMALLGLARESHIELD	20	\$ 33.90	\$ 678.00	\$ 32.35	\$ 647.00	\$ 46.00	\$ 920.00	\$ 47.32	\$ 946.40	\$ 370.00	\$ 7,400.00	\$ 50.06	\$ 1,001.20
#61393	AREAFLDXA/NEMAPHOTOCELL/UNV	50	\$ 25.75	\$ 1,287.50	\$ 20.41	\$ 1,020.50	\$ 21.00	\$ 1,050.00	\$ 21.03	\$ 1,051.50	\$ 380.00	\$ 19,000.00	\$ 22.25	\$ 1,112.50
Total			\$ 20,465.50		\$ 15,074.00		\$ 19,920.00		\$ 20,466.90		\$ 44,300.00		\$ 21,225.70	

NON-RESPONSIVE

item #'s bid to match color request
65837
65836
61393

item #'s bid are from Cooper Lighting fixtures
USSL-PAZA-730-U-T4W-SA-AP-10K-PR7-10X
USSL-PAZA-730-U-T4W-SA-AP-10K-PR7-10X-HSS-HP
USSL-PAZA-730-U-T4W-SA-AP-10K-PR7-10X-LLPC

RESOLUTION NO. _____

**A RESOLUTION ACCEPTING A PROPOSAL FROM CONNEXION TO PURCHASE
STREET LIGHT FIXTURES AND SHIELD AT THE SUBMITTED UNIT PRICE
THROUGH APRIL 30, 2024**

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from
Connexion to purchase street light fixtures and shield at the submitted unit price through April 30,
2024. a copy of which is attached hereto as "[Exhibit A](#)".

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



**City of Darien
Street Light Fixtures**

Vendor Name : CONNEXION

The City of Darien is requesting quotes for the following: fixtures as per the attached specs.
 The City will be purchasing fixtures as required with an initial quantity of 20.
 Pending field outages the City may be purchasing up to 100 on an annual basis.
 Annual contract - October 2023 - April 2024 w/two extensions

	Units	Cost per Unit	Total Unit Cost
Item # 65775 AREAFLD4A/S100UNVD830/T4/GR NEW 65837	50	\$ <u>359.00EA</u>	\$ <u>17,950.00</u>
Item # 63164 AREAFLD4A/SMALLGLARESHIELD NEW 65836	20	\$ <u>46.00EA</u>	\$ 2300.00 S/B \$920.00
Item # 61393 AREAFLDXA/NEMAPHOTOCELL/UNV NEW 61393	50	\$ <u>21.00</u>	\$ <u>1050.00</u>
		Total Cost	\$ 21300.00 CORRECTED TOTAL \$19,920.00

DUE BY: October 3, 2023 - 10:00 a.m.

City of Darien 1702 Plainfield Road Darien, IL 60561

Office: 630-852-5000 Fax: 630-852-4709 www.darienil.us

CITY OF DARIEN

This form must be completed & faxed to 630-852-4709 or emailed to rkokkinis@darienil.gov by no later than October 3, 2023 @ 10:00 a.m. attn: Municipal Services
Questions may be directed to Municipal Services at 630-353-8105

Submitted by: Scott Rice

Vendor Name: Connexion

Address: 1700 lieder lane Buffalo Grove il 60089

Date: 9-29-2023

Phone: 847-499-8300

Cell: 630-330-3946

Fax: 847-499-8301

E-mail Address: scott.rice@cxconnect.com

Authorized Signature: scott rice

The vendor shall provide three references with phone numbers below:

1. Robert Brankin (connor construction) 773-209-9482
2. Troy Rivera (round lake school district) 224-944-4028
3. Jena Sarvis (Carey electric) 224-412-2686

Acceptance of Quote:

By: _____ Date: _____
City of Darien

Authorized and Accepted:

By: _____

Title: _____

Date: _____

LEDVANCE Luminaires

AREA FLOOD

SUPERIOR CLASS

Application

The LEDVANCE Superior Class Area Flood luminaires boast a 10 year warranty and are TAA compliant. An optional sensor can be installed to allow for daylight harvesting and provides additional energy savings. Each luminaire ships with a universal mounting bracket allowing easy installation to round and square poles or slipfitters.



Benefits and Features

- Integrated 7 pin photocontrol receptacle compatible with Standard NEMA photocell or 5 pin and 7 pin controllers. Shorting cap included.
- DLC 5.1 Premium listed to maximize rebate opportunities and to provide even, uniform lighting
- IP65 rated body offered in a modern and sleek design
- 3G Vibration rated
- Optional photosensor provides additional energy savings
- Up to 160 LPW
- 3000K, 4000K or 5000K color temperature
- CRI >80
- Offered in 3 wattage selectable versions:
 - 50, 70, 100; 120, 150, 190; or 240, 270, 290 watts
 - Up to 15,900; up to 30,300; up to 43,800 lumens respectively
- Type II, III, IV, V or Front Row distribution
- Energy savings up to 77%

Electrical

- 120-277V_{AC} (UNV) or 277-480V_{AC} (HUV)
- Power Factor >0.9
- THD <20%
- Continuous 0-10V dimmable down to 10% of power
- 0-10V ANSI C137.1 (9V)
- Surge protection: 10kV

Rated Life

- 150,000 hours (L₇₀) – 100W and 190W
- 130,000 hours (L₇₀) – 290W

Warranty

- 10-year warranty (if operated up to 114°F/45°C) or 7-year warranty (if operated up to 122°F/50°C)
- NLB Trusted Warranty Program

Wattage Comparison

Traditional Source	Traditional System Wattage	LED System Wattage	Energy Savings
70W HPS	91	50	45%
100W HPS	120	50	58%
100W MH	130	50	62%
100W HPS	120	70	42%
100W MH	130	70	46%
150W HPS	170	70	59%
150W MH	188	70	63%
175W MH	210	100	52%
175W MH	210	100	52%
250W MH	290	100	66%
250W HPS	295	100	66%
250W MH	290	120	59%
250W HPS	295	120	59%
320W MH	370	150	59%
400W HPS	460	150	67%
400W MH	450	150	67%
750W MH	820	190	77%
750W HPS	840	190	77%
400W HPS	460	240	48%
400W MH	450	240	47%
750W MH	820	270	67%
750W HPS	840	270	68%
1000W MH	1080	290	73%
1000W HPS	1100	290	74%

Operating Temperature

- -40°F to +122°F (-40°C to +50°C)

Certifications and Listings

- cULus listed to UL1598 standards, wet location
- RoHS
- FCC
- IP65
- DLC 5.1 Premium
- TAA
- Dark Sky Compliant*
- Luna Qualified

*DLC LUNA and Dark Sky Compliant for 3000K products with fixed mounting bracket only



Catalog #	Type
Project	
Comments	
Prepared by	

Installation

- Universal mounting bracket for round/square pole and slipfitter mounting
- Fixed mounting bracket with 0° tilt for round/square pole mounting – required for Dark Sky Compliance

Additional Specifications


- Specifications subject to change without notice. IES files available online.
- Cast aluminum alloy housing with powder coat paint finish and UV stabilized polycarbonate lens. The standard colors are bronze and white.

Ordering Guide


AREAFLD	4A	/	SXXX	XXV	D	8	XX	XX	/	XX	/	XXX
Product Name	Generation		Selectable Wattage	Voltage	Dimming	CRI	Color Temp	Distribution		Color / Finish		Options
AREAFLD = Area Floodlight Luminaire	4A = Generation 4A		S100 = 50, 70 or 100W S190 = 120, 150 or 190W S290 = 240, 270 or 290W	UNV = 120-277V HUV = 277-480V	D = 0-10V Dimming	8 = >80	30 = 3000K 40 = 4000K 50 = 5000K	T2 = Type II T3 = Type III T4 = Type IV T5 = Type V FR = Front Row		BZ = Bronze BL = Black* GR = Gray* WH = White*		BLE = Bluetooth Zhaga Sensor D = Daylight/Motion Sensor**

*MTO finishes – Other MTO finishes available upon request; contact Sales Rep.
**Daylight/Motion Sensor MTO only

Ordering Information

Item Number	Ordering Abbreviation	Power (W)	Input Voltage (V)	Dimming	CRI	Color Temp	Distribution	Total Fixture Lumens (lm)	DLC	LPW	Options	 MTO*	BUG Rating
62844	AREAFLD4A/S100UNVD830/FR/BZ	50/70/100	120-277V	0-10V	>80	3000K	Front Row	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65773	AREAFLD4A/S100UNVD830/T2/BZ	50/70/100	120-277V	0-10V	>80	3000K	Type II	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65774	AREAFLD4A/S100UNVD830/T3/BZ	50/70/100	120-277V	0-10V	>80	3000K	Type III	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65775	AREAFLD4A/S100UNVD830/T4/BZ	50/70/100	120-277V	0-10V	>80	3000K	Type IV	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65776	AREAFLD4A/S100UNVD830/T5/BZ	50/70/100	120-277V	0-10V	>80	3000K	Type V	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
62845	AREAFLD4A/S100UNVD840/FR/BZ	50/70/100	120-277V	0-10V	>80	4000K	Front Row	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65777	AREAFLD4A/S100UNVD840/T2/BZ	50/70/100	120-277V	0-10V	>80	4000K	Type II	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65778	AREAFLD4A/S100UNVD840/T3/BZ	50/70/100	120-277V	0-10V	>80	4000K	Type III	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65779	AREAFLD4A/S100UNVD840/T4/BZ	50/70/100	120-277V	0-10V	>80	4000K	Type IV	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65780	AREAFLD4A/S100UNVD840/T5/BZ	50/70/100	120-277V	0-10V	>80	4000K	Type V	7750/10,850/14,700	5.1 Prm	155	–	–	B4U0G2
62846	AREAFLD4A/S100UNVD850/FR/BZ	50/70/100	120-277V	0-10V	>80	5000K	Front Row	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65781	AREAFLD4A/S100UNVD850/T2/BZ	50/70/100	120-277V	0-10V	>80	5000K	Type II	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65782	AREAFLD4A/S100UNVD850/T3/BZ	50/70/100	120-277V	0-10V	>80	5000K	Type III	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65783	AREAFLD4A/S100UNVD850/T4/BZ	50/70/100	120-277V	0-10V	>80	5000K	Type IV	7750/10,850/14,700	5.1 Prm	155	–	MTO	B4U0G2
65784	AREAFLD4A/S100UNVD850/T5/BZ	50/70/100	120-277V	0-10V	>80	5000K	Type V	7750/10,850/14,700	5.1 Prm	155	–	–	B4U0G2
63141	AREAFLD4A/S190UNVD830/FR/BZ	120/150/190	120-277V	0-10V	>80	3000K	Front Row	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65749	AREAFLD4A/S190UNVD830/T2/BZ	120/150/190	120-277V	0-10V	>80	3000K	Type II	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65750	AREAFLD4A/S190UNVD830/T3/BZ	120/150/190	120-277V	0-10V	>80	3000K	Type III	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65751	AREAFLD4A/S190UNVD830/T4/BZ	120/150/190	120-277V	0-10V	>80	3000K	Type IV	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65752	AREAFLD4A/S190UNVD830/T5/BZ	120/150/190	120-277V	0-10V	>80	3000K	Type V	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
63142	AREAFLD4A/S190UNVD840/FR/BZ	120/150/190	120-277V	0-10V	>80	4000K	Front Row	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65753	AREAFLD4A/S190UNVD840/T2/BZ	120/150/190	120-277V	0-10V	>80	4000K	Type II	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65754	AREAFLD4A/S190UNVD840/T3/BZ	120/150/190	120-277V	0-10V	>80	4000K	Type III	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65755	AREAFLD4A/S190UNVD840/T4/BZ	120/150/190	120-277V	0-10V	>80	4000K	Type IV	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65756	AREAFLD4A/S190UNVD840/T5/BZ	120/150/190	120-277V	0-10V	>80	4000K	Type V	18,000/22,500/28,500	5.1 Prm	150	–	–	B4U0G2
63143	AREAFLD4A/S190UNVD850/FR/BZ	120/150/190	120-277V	0-10V	>80	5000K	Front Row	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65757	AREAFLD4A/S190UNVD850/T2/BZ	120/150/190	120-277V	0-10V	>80	5000K	Type II	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65758	AREAFLD4A/S190UNVD850/T3/BZ	120/150/190	120-277V	0-10V	>80	5000K	Type III	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65759	AREAFLD4A/S190UNVD850/T4/BZ	120/150/190	120-277V	0-10V	>80	5000K	Type IV	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
65760	AREAFLD4A/S190UNVD850/T5/BZ	120/150/190	120-277V	0-10V	>80	5000K	Type V	18,000/22,500/28,500	5.1 Prm	150	–	–	B4U0G2
65761	AREAFLD4A/S290UNVD830/T2/BZ	240/270/290	120-277V	0-10V	>80	3000K	Type II	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65762	AREAFLD4A/S290UNVD830/T3/BZ	240/270/290	120-277V	0-10V	>80	3000K	Type III	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65763	AREAFLD4A/S290UNVD830/T4/BZ	240/270/290	120-277V	0-10V	>80	3000K	Type IV	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65764	AREAFLD4A/S290UNVD830/T5/BZ	240/270/290	120-277V	0-10V	>80	3000K	Type V	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65765	AREAFLD4A/S290UNVD840/T2/BZ	240/270/290	120-277V	0-10V	>80	4000K	Type II	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65766	AREAFLD4A/S290UNVD840/T3/BZ	240/270/290	120-277V	0-10V	>80	4000K	Type III	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65767	AREAFLD4A/S290UNVD840/T4/BZ	240/270/290	120-277V	0-10V	>80	4000K	Type IV	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65768	AREAFLD4A/S290UNVD840/T5/BZ	240/270/290	120-277V	0-10V	>80	4000K	Type V	37,200/41,850/43,000	5.1 Prm	155	–	–	B5U0G3
65769	AREAFLD4A/S290UNVD850/T2/BZ	240/270/290	120-277V	0-10V	>80	5000K	Type II	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65770	AREAFLD4A/S290UNVD850/T3/BZ	240/270/290	120-277V	0-10V	>80	5000K	Type III	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65771	AREAFLD4A/S290UNVD850/T4/BZ	240/270/290	120-277V	0-10V	>80	5000K	Type IV	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
65772	AREAFLD4A/S290UNVD850/T5/BZ	240/270/290	120-277V	0-10V	>80	5000K	Type V	37,200/41,850/43,000	5.1 Prm	155	–	–	B5U0G3


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Item Number	Ordering Abbreviation	Power (W)	Input Voltage (V)			Color Temp	Distribution	Total Fixture Lumens (lm)	DLC	LPW	Options	 MTO*	BUG Rating
			Dimming	CRI									
63004	AREAFLD4A/S100UNVD830FR/BZ/BLE	50/70/100	120-277V	0-10V	>80	3000K	Front Row	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62964	AREAFLD4A/S100UNVD830T2/BZ/BLE	50/70/100	120-277V	0-10V	>80	3000K	Type II	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62965	AREAFLD4A/S100UNVD830T3/BZ/BLE	50/70/100	120-277V	0-10V	>80	3000K	Type III	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62966	AREAFLD4A/S100UNVD830T4/BZ/BLE	50/70/100	120-277V	0-10V	>80	3000K	Type IV	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62967	AREAFLD4A/S100UNVD830T5/BZ/BLE	50/70/100	120-277V	0-10V	>80	3000K	Type V	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63005	AREAFLD4A/S100UNVD840FR/BZ/BLE	50/70/100	120-277V	0-10V	>80	4000K	Front Row	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62968	AREAFLD4A/S100UNVD840T2/BZ/BLE	50/70/100	120-277V	0-10V	>80	4000K	Type II	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62969	AREAFLD4A/S100UNVD840T3/BZ/BLE	50/70/100	120-277V	0-10V	>80	4000K	Type III	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62970	AREAFLD4A/S100UNVD840T4/BZ/BLE	50/70/100	120-277V	0-10V	>80	4000K	Type IV	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62971	AREAFLD4A/S100UNVD840T5/BZ/BLE	50/70/100	120-277V	0-10V	>80	4000K	Type V	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63006	AREAFLD4A/S100UNVD850FR/BZ/BLE	50/70/100	120-277V	0-10V	>80	5000K	Front Row	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62972	AREAFLD4A/S100UNVD850T2/BZ/BLE	50/70/100	120-277V	0-10V	>80	5000K	Type II	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62973	AREAFLD4A/S100UNVD850T3/BZ/BLE	50/70/100	120-277V	0-10V	>80	5000K	Type III	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62974	AREAFLD4A/S100UNVD850T4/BZ/BLE	50/70/100	120-277V	0-10V	>80	5000K	Type IV	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62975	AREAFLD4A/S100UNVD850T5/BZ/BLE	50/70/100	120-277V	0-10V	>80	5000K	Type V	7750/10,850/14,700	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62976	AREAFLD4A/S190UNVD830T2/BZ/BLE	120/150/190	120-277V	0-10V	>80	3000K	Type II	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62977	AREAFLD4A/S190UNVD830T3/BZ/BLE	120/150/190	120-277V	0-10V	>80	3000K	Type III	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62978	AREAFLD4A/S190UNVD830T4/BZ/BLE	120/150/190	120-277V	0-10V	>80	3000K	Type IV	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62979	AREAFLD4A/S190UNVD830T5/BZ/BLE	120/150/190	120-277V	0-10V	>80	3000K	Type V	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62980	AREAFLD4A/S190UNVD840T2/BZ/BLE	120/150/190	120-277V	0-10V	>80	4000K	Type II	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62981	AREAFLD4A/S190UNVD840T3/BZ/BLE	120/150/190	120-277V	0-10V	>80	4000K	Type III	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62982	AREAFLD4A/S190UNVD840T4/BZ/BLE	120/150/190	120-277V	0-10V	>80	4000K	Type IV	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62983	AREAFLD4A/S190UNVD840T5/BZ/BLE	120/150/190	120-277V	0-10V	>80	4000K	Type V	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62984	AREAFLD4A/S190UNVD850T2/BZ/BLE	120/150/190	120-277V	0-10V	>80	5000K	Type II	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62985	AREAFLD4A/S190UNVD850T3/BZ/BLE	120/150/190	120-277V	0-10V	>80	5000K	Type III	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62986	AREAFLD4A/S190UNVD850T4/BZ/BLE	120/150/190	120-277V	0-10V	>80	5000K	Type IV	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62987	AREAFLD4A/S190UNVD850T5/BZ/BLE	120/150/190	120-277V	0-10V	>80	5000K	Type V	18,000/22,500/28,500	5.1 Prm	150	Bluetooth Zhaga Sensor	MTO	B4U0G2
62988	AREAFLD4A/S290UNVD830T2/BZ/BLE	240/270/290	120-277V	0-10V	>80	3000K	Type II	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62989	AREAFLD4A/S290UNVD830T3/BZ/BLE	240/270/290	120-277V	0-10V	>80	3000K	Type III	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62990	AREAFLD4A/S290UNVD830T4/BZ/BLE	240/270/290	120-277V	0-10V	>80	3000K	Type IV	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62991	AREAFLD4A/S290UNVD830T5/BZ/BLE	240/270/290	120-277V	0-10V	>80	3000K	Type V	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62992	AREAFLD4A/S290UNVD840T2/BZ/BLE	240/270/290	120-277V	0-10V	>80	4000K	Type II	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62993	AREAFLD4A/S290UNVD840T3/BZ/BLE	240/270/290	120-277V	0-10V	>80	4000K	Type III	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62994	AREAFLD4A/S290UNVD840T4/BZ/BLE	240/270/290	120-277V	0-10V	>80	4000K	Type IV	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62995	AREAFLD4A/S290UNVD840T5/BZ/BLE	240/270/290	120-277V	0-10V	>80	4000K	Type V	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62996	AREAFLD4A/S290UNVD850T2/BZ/BLE	240/270/290	120-277V	0-10V	>80	5000K	Type II	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62997	AREAFLD4A/S290UNVD850T3/BZ/BLE	240/270/290	120-277V	0-10V	>80	5000K	Type III	37,200/41,850/43,000	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3

*Made To Order

Item Number	Ordering Abbreviation	Power (W)	Input Voltage (V)			Color Temp	Distribution	Total Fixture Lumens			DLC	LPW	Options	MTO*	BUG Rating
			Dimming	CRI				(lm)							
62998	AREAFLD4A/S290UNVD850T4/BZ/BLE	240/270/290	120-277V	0-10V	>80	5000K	Type IV	37,200/41,850/43,000			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
62999	AREAFLD4A/S290UNVD850T5/BZ/BLE	240/270/290	120-277V	0-10V	>80	5000K	Type V	37,200/41,850/43,000			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63235	AREAFLD4A/S100HUV830/FR/BZ	50/70/100	277-480V	0-10V	>80	3000K	Front Row	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63238	AREAFLD4A/S100HUV830/T2/BZ	50/70/100	277-480V	0-10V	>80	3000K	Type II	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63239	AREAFLD4A/S100HUV830/T3/BZ	50/70/100	277-480V	0-10V	>80	3000K	Type III	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63232	AREAFLD4A/S100HUV830/T4/BZ	50/70/100	277-480V	0-10V	>80	3000K	Type IV	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63240	AREAFLD4A/S100HUV830/T5/BZ	50/70/100	277-480V	0-10V	>80	3000K	Type V	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63236	AREAFLD4A/S100HUV840/FR/BZ	50/70/100	277-480V	0-10V	>80	4000K	Front Row	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63241	AREAFLD4A/S100HUV840/T2/BZ	50/70/100	277-480V	0-10V	>80	4000K	Type II	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63242	AREAFLD4A/S100HUV840/T3/BZ	50/70/100	277-480V	0-10V	>80	4000K	Type III	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63233	AREAFLD4A/S100HUV840/T4/BZ	50/70/100	277-480V	0-10V	>80	4000K	Type IV	7750/10,850/15,900			5.1 Pfm	155	–	–	B4U0G2
63243	AREAFLD4A/S100HUV840/T5/BZ	50/70/100	277-480V	0-10V	>80	4000K	Type V	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63237	AREAFLD4A/S100HUV850/FR/BZ	50/70/100	277-480V	0-10V	>80	5000K	Front Row	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63244	AREAFLD4A/S100HUV850/T2/BZ	50/70/100	277-480V	0-10V	>80	5000K	Type II	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63245	AREAFLD4A/S100HUV850/T3/BZ	50/70/100	277-480V	0-10V	>80	5000K	Type III	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63234	AREAFLD4A/S100HUV850/T4/BZ	50/70/100	277-480V	0-10V	>80	5000K	Type IV	7750/10,850/15,900			5.1 Pfm	155	–	–	B4U0G2
63246	AREAFLD4A/S100HUV850/T5/BZ	50/70/100	277-480V	0-10V	>80	5000K	Type V	7750/10,850/15,900			5.1 Pfm	155	–	MTO	B4U0G2
63283	AREAFLD4A/S100HUV830FR/BZ/BLE	50/70/100	277-480V	0-10V	>80	3000K	Front Row	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63271	AREAFLD4A/S100HUV830T2/BZ/BLE	50/70/100	277-480V	0-10V	>80	3000K	Type II	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63272	AREAFLD4A/S100HUV830T3/BZ/BLE	50/70/100	277-480V	0-10V	>80	3000K	Type III	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63273	AREAFLD4A/S100HUV830T4/BZ/BLE	50/70/100	277-480V	0-10V	>80	3000K	Type IV	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63274	AREAFLD4A/S100HUV830T5/BZ/BLE	50/70/100	277-480V	0-10V	>80	3000K	Type V	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63284	AREAFLD4A/S100HUV840FR/BZ/BLE	50/70/100	277-480V	0-10V	>80	4000K	Front Row	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63275	AREAFLD4A/S100HUV840T2/BZ/BLE	50/70/100	277-480V	0-10V	>80	4000K	Type II	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63276	AREAFLD4A/S100HUV840T3/BZ/BLE	50/70/100	277-480V	0-10V	>80	4000K	Type III	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63277	AREAFLD4A/S100HUV840T4/BZ/BLE	50/70/100	277-480V	0-10V	>80	4000K	Type IV	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63278	AREAFLD4A/S100HUV840T5/BZ/BLE	50/70/100	277-480V	0-10V	>80	4000K	Type V	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63285	AREAFLD4A/S100HUV850FR/BZ/BLE	50/70/100	277-480V	0-10V	>80	5000K	Front Row	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63279	AREAFLD4A/S100HUV850T2/BZ/BLE	50/70/100	277-480V	0-10V	>80	5000K	Type II	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63280	AREAFLD4A/S100HUV850T3/BZ/BLE	50/70/100	277-480V	0-10V	>80	5000K	Type III	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63281	AREAFLD4A/S100HUV850T4/BZ/BLE	50/70/100	277-480V	0-10V	>80	5000K	Type IV	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
63282	AREAFLD4A/S100HUV850T5/BZ/BLE	50/70/100	277-480V	0-10V	>80	5000K	Type V	7750/10,850/15,900			5.1 Pfm	155	Bluetooth Zhaga Sensor	MTO	B4U0G2
62935	AREAFLD4A/S190HUV830/T2/BZ	120/150/190	277-480V	0-10V	>80	3000K	Type II	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
62936	AREAFLD4A/S190HUV830/T3/BZ	120/150/190	277-480V	0-10V	>80	3000K	Type III	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
62937	AREAFLD4A/S190HUV830/T4/BZ	120/150/190	277-480V	0-10V	>80	3000K	Type IV	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
62938	AREAFLD4A/S190HUV830/T5/BZ	120/150/190	277-480V	0-10V	>80	3000K	Type V	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
62939	AREAFLD4A/S190HUV840/T2/BZ	120/150/190	277-480V	0-10V	>80	4000K	Type II	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
62940	AREAFLD4A/S190HUV840/T3/BZ	120/150/190	277-480V	0-10V	>80	4000K	Type III	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
62941	AREAFLD4A/S190HUV840/T4/BZ	120/150/190	277-480V	0-10V	>80	4000K	Type IV	19,200/24,000/30,300			5.1 Pfm	160	–	–	B4U0G2
62942	AREAFLD4A/S190HUV840/T5/BZ	120/150/190	277-480V	0-10V	>80	4000K	Type V	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
62943	AREAFLD4A/S190HUV850/T2/BZ	120/150/190	277-480V	0-10V	>80	5000K	Type II	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
62944	AREAFLD4A/S190HUV850/T3/BZ	120/150/190	277-480V	0-10V	>80	5000K	Type III	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
62945	AREAFLD4A/S190HUV850/T4/BZ	120/150/190	277-480V	0-10V	>80	5000K	Type IV	19,200/24,000/30,300			5.1 Pfm	160	–	–	B4U0G2
62946	AREAFLD4A/S190HUV850/T5/BZ	120/150/190	277-480V	0-10V	>80	5000K	Type V	19,200/24,000/30,300			5.1 Pfm	160	–	MTO	B4U0G2
63007	AREAFLD4A/S190HUV830T2/BZ/BLE	120/150/190	277-480V	0-10V	>80	3000K	Type II	19,200/24,000/30,300			5.1 Pfm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63008	AREAFLD4A/S190HUV830T3/BZ/BLE	120/150/190	277-480V	0-10V	>80	3000K	Type III	19,200/24,000/30,300			5.1 Pfm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63009	AREAFLD4A/S190HUV830T4/BZ/BLE	120/150/190	277-480V	0-10V	>80	3000K	Type IV	19,200/24,000/30,300			5.1 Pfm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63010	AREAFLD4A/S190HUV830T5/BZ/BLE	120/150/190	277-480V	0-10V	>80	3000K	Type V	19,200/24,000/30,300			5.1 Pfm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63011	AREAFLD4A/S190HUV840T2/BZ/BLE	120/150/190	277-480V	0-10V	>80	4000K	Type II	19,200/24,000/30,300			5.1 Pfm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63012	AREAFLD4A/S190HUV840T3/BZ/BLE	120/150/190	277-480V	0-10V	>80	4000K	Type III	19,200/24,000/30,300			5.1 Pfm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63013	AREAFLD4A/S190HUV840T4/BZ/BLE	120/150/190	277-480V	0-10V	>80	4000K	Type IV	19,200/24,000/30,300			5.1 Pfm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2

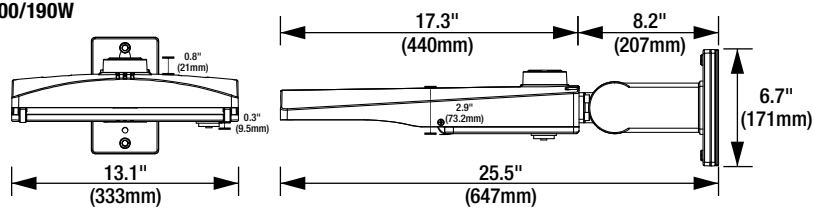
*Made To Order

Item Number	Ordering Abbreviation	Power (W)	Input Voltage (V)	Dimming	CRI	Color Temp	Distribution	Total Fixture Lumens (lm)	DLC	LPW	Options	 MTO*	BUG Rating
63014	AREAFLD4A/S190HUV840T5/BZ/BLE	120/150/190	277-480V	0-10V	>80	4000K	Type V	19,200/24,000/30,300	5.1 Prm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63015	AREAFLD4A/S190HUV850T2/BZ/BLE	120/150/190	277-480V	0-10V	>80	5000K	Type II	19,200/24,000/30,300	5.1 Prm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63016	AREAFLD4A/S190HUV850T3/BZ/BLE	120/150/190	277-480V	0-10V	>80	5000K	Type III	19,200/24,000/30,300	5.1 Prm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63017	AREAFLD4A/S190HUV850T4/BZ/BLE	120/150/190	277-480V	0-10V	>80	5000K	Type IV	19,200/24,000/30,300	5.1 Prm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
63018	AREAFLD4A/S190HUV850T5/BZ/BLE	120/150/190	277-480V	0-10V	>80	5000K	Type V	19,200/24,000/30,300	5.1 Prm	160	Bluetooth Zhaga Sensor	MTO	B4U0G2
62947	AREAFLD4A/S290HUV830/T2/BZ	240/270/290	277-480V	0-10V	>80	3000K	Type II	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62948	AREAFLD4A/S290HUV830/T3/BZ	240/270/290	277-480V	0-10V	>80	3000K	Type III	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62949	AREAFLD4A/S290HUV830/T4/BZ	240/270/290	277-480V	0-10V	>80	3000K	Type IV	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62950	AREAFLD4A/S290HUV830/T5/BZ	240/270/290	277-480V	0-10V	>80	3000K	Type V	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62951	AREAFLD4A/S290HUV840/T2/BZ	240/270/290	277-480V	0-10V	>80	4000K	Type II	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62952	AREAFLD4A/S290HUV840/T3/BZ	240/270/290	277-480V	0-10V	>80	4000K	Type III	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62953	AREAFLD4A/S290HUV840/T4/BZ	240/270/290	277-480V	0-10V	>80	4000K	Type IV	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62954	AREAFLD4A/S290HUV840/T5/BZ	240/270/290	277-480V	0-10V	>80	4000K	Type V	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62955	AREAFLD4A/S290HUV850/T2/BZ	240/270/290	277-480V	0-10V	>80	5000K	Type II	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62956	AREAFLD4A/S290HUV850/T3/BZ	240/270/290	277-480V	0-10V	>80	5000K	Type III	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62957	AREAFLD4A/S290HUV850/T4/BZ	240/270/290	277-480V	0-10V	>80	5000K	Type IV	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
62958	AREAFLD4A/S290HUV850/T5/BZ	240/270/290	277-480V	0-10V	>80	5000K	Type V	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
63019	AREAFLD4A/S290HUV830T2/BZ/BLE	240/270/290	277-480V	0-10V	>80	3000K	Type II	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63020	AREAFLD4A/S290HUV830T3/BZ/BLE	240/270/290	277-480V	0-10V	>80	3000K	Type III	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63021	AREAFLD4A/S290HUV830T4/BZ/BLE	240/270/290	277-480V	0-10V	>80	3000K	Type IV	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63022	AREAFLD4A/S290HUV830T5/BZ/BLE	240/270/290	277-480V	0-10V	>80	3000K	Type V	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63023	AREAFLD4A/S290HUV840T2/BZ/BLE	240/270/290	277-480V	0-10V	>80	4000K	Type II	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63024	AREAFLD4A/S290HUV840T3/BZ/BLE	240/270/290	277-480V	0-10V	>80	4000K	Type III	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63025	AREAFLD4A/S290HUV840T4/BZ/BLE	240/270/290	277-480V	0-10V	>80	4000K	Type IV	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63026	AREAFLD4A/S290HUV840T5/BZ/BLE	240/270/290	277-480V	0-10V	>80	4000K	Type V	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63027	AREAFLD4A/S290HUV850T2/BZ/BLE	240/270/290	277-480V	0-10V	>80	5000K	Type II	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63028	AREAFLD4A/S290HUV850T3/BZ/BLE	240/270/290	277-480V	0-10V	>80	5000K	Type III	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63029	AREAFLD4A/S290HUV850T4/BZ/BLE	240/270/290	277-480V	0-10V	>80	5000K	Type IV	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63030	AREAFLD4A/S290HUV850T5/BZ/BLE	240/270/290	277-480V	0-10V	>80	5000K	Type V	37,200/41,850/43,800	5.1 Prm	155	Bluetooth Zhaga Sensor	MTO	B5U0G3
63605	AREAFLD4A/S190HUV850/T2/WH	120/150/190	277-480V	0-10V	>80	5000K	Type II	19,200/24,000/30,300	5.1 Prm	160	–	MTO	B4U0G2
63606	AREAFLD4A/S190HUV850/T3/WH	120/150/190	277-480V	0-10V	>80	5000K	Type III	19,200/24,000/30,300	5.1 Prm	160	–	MTO	B4U0G2
63607	AREAFLD4A/S190HUV850/T4/WH	120/150/190	277-480V	0-10V	>80	5000K	Type IV	19,200/24,000/30,300	5.1 Prm	160	–	MTO	B4U0G2
63608	AREAFLD4A/S190HUV850/T5/WH	120/150/190	277-480V	0-10V	>80	5000K	Type V	19,200/24,000/30,300	5.1 Prm	160	–	MTO	B4U0G2
63609	AREAFLD4A/S290HUV850/T2/WH	240/270/290	277-480V	0-10V	>80	5000K	Type II	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
63610	AREAFLD4A/S290HUV850/T3/WH	240/270/290	277-480V	0-10V	>80	5000K	Type III	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
63611	AREAFLD4A/S290HUV850/T4/WH	240/270/290	277-480V	0-10V	>80	5000K	Type IV	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
63612	AREAFLD4A/S290HUV850/T5/WH	240/270/290	277-480V	0-10V	>80	5000K	Type V	37,200/41,850/43,800	5.1 Prm	155	–	MTO	B5U0G3
63613	AREAFLD4A/S190UNVD850/FR/WH	120/150/190	120-277V	0-10V	>80	5000K	Front Row	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
63614	AREAFLD4A/S190UNVD850/T2/WH	120/150/190	120-277V	0-10V	>80	5000K	Type II	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
63615	AREAFLD4A/S190UNVD850/T3/WH	120/150/190	120-277V	0-10V	>80	5000K	Type III	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
63616	AREAFLD4A/S190UNVD850/T4/WH	120/150/190	120-277V	0-10V	>80	5000K	Type IV	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
63617	AREAFLD4A/S190UNVD850/T5/WH	120/150/190	120-277V	0-10V	>80	5000K	Type V	18,000/22,500/28,500	5.1 Prm	150	–	MTO	B4U0G2
63618	AREAFLD4A/S290UNVD850/T2/WH	240/270/290	120-277V	0-10V	>80	5000K	Type II	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
63619	AREAFLD4A/S290UNVD850/T3/WH	240/270/290	120-277V	0-10V	>80	5000K	Type III	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
63620	AREAFLD4A/S290UNVD850/T4/WH	240/270/290	120-277V	0-10V	>80	5000K	Type IV	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3
63621	AREAFLD4A/S290UNVD850/T5/WH	240/270/290	120-277V	0-10V	>80	5000K	Type V	37,200/41,850/43,000	5.1 Prm	155	–	MTO	B5U0G3

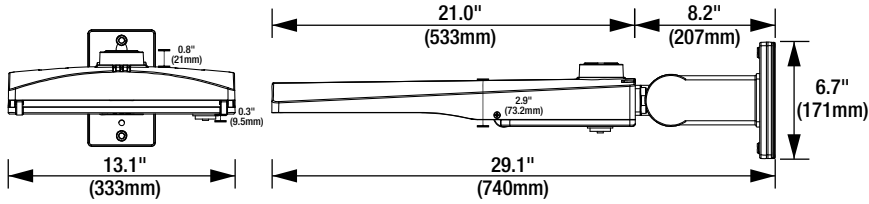
*Made To Order

Physical Information

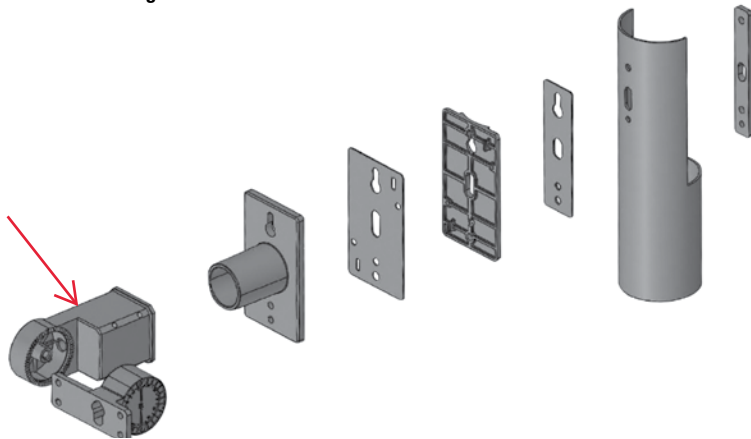
100/190W



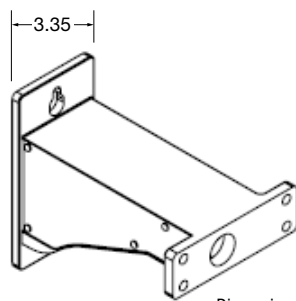
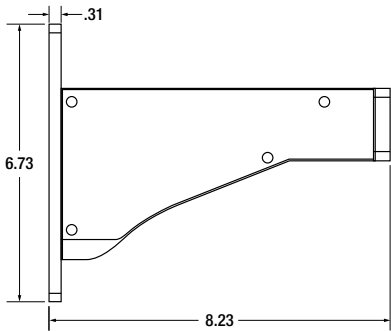
290W



Universal Mounting Bracket

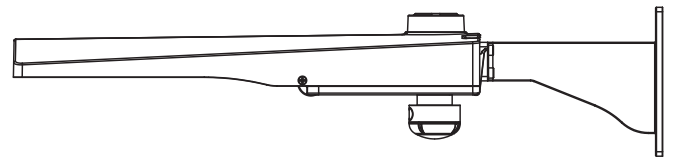


Fixed Mounting Bracket



Dimensions in inches

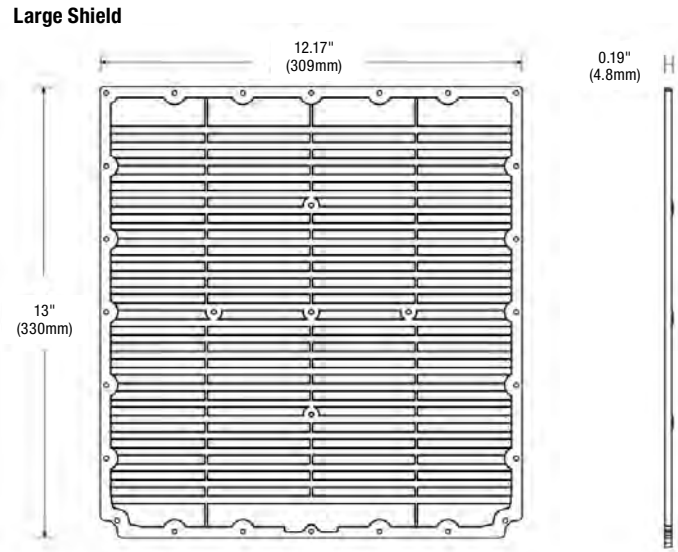
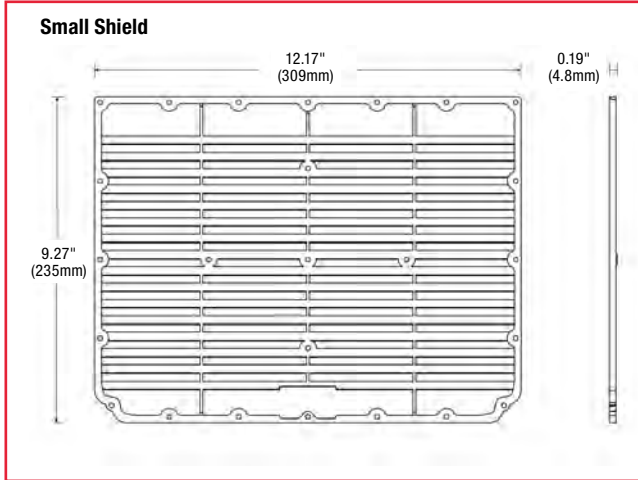
0° Angle



The Universal Mounting Bracket is included with all units and the Fixed Mounting Bracket is included with all 3000K units.

Accessories

Item Number	Ordering Abbreviation	Description
61393	AREAFLDXA/NEMAPHOTOCELL/UNV	NEMA locking photocell, 120-277V, 3-pin
61395	AREAFLDXA/NEMAPHOTOCELL/480	NEMA locking photocell, 480V, 3-pin
63031	SENSOR1A/ODPIRZ10BLE/WH	Bluetooth Sensor, White Finish
63032	SENSOR1A/ODPIRZ10BLE/BZ	Bluetooth Sensor, Bronze Finish
63033	CONTROL1A/OD12VZ10BLE/WH	Bluetooth Controller, White Finish
63164	AREAFLD4A/SMALLSHIELD	Small Shield
63165	AREAFLD4A/LARGESHIELD	Large Shield
63166	AREAFLD4A/BIRDSPIKE	Bird Spike



Poles

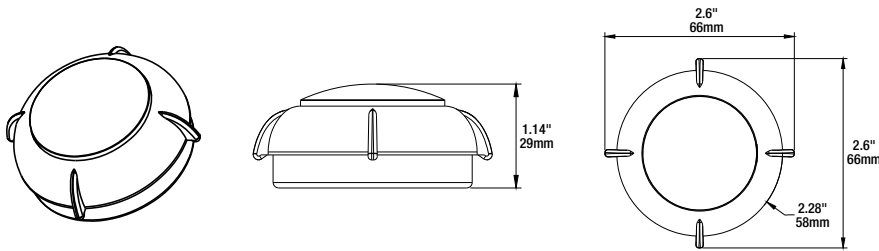
Click or scan QR tag for Poles information.

Benefits and Features

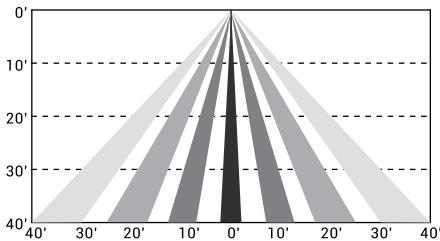
- The LEDVANCE LINK Bluetooth® Mesh Low Voltage components use Bluetooth technology for easy and secure wireless communication
- Enables regular LEDVANCE luminaires to become Bluetooth enabled and allows for luminaires to be turned on/off and dimmed (manual or auto)
- Components can be used up to 40ft height
- Control using either the LEDVANCE LINK smart phone app or the wireless wall switch

Sensor Information

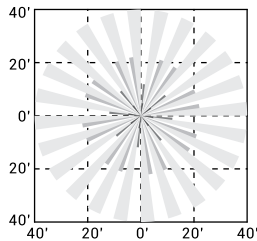
Input voltage: 12V_{dc}
Bluetooth transmit line distance: 100ft
Detection range: 48-80ft
Rated current: 55mA
Dimming: 0-10V
Infrared sensor: Omni-directional quad element pyroelectric
Mounting height: 15-40ft
Detectable speed: 1~10 ft/sec (0.3~3 m/sec)
Operating temperature: -40°F~131°F (-40°C~55°C)
Operating humidity: IP66
Protocol: Bluetooth Mesh BLE Proprietary



Zhaga Bluetooth Sensor Side View



Zhaga Bluetooth Sensor Coverage Top View



Click or scan QR code for more information on LEDVANCE LINK



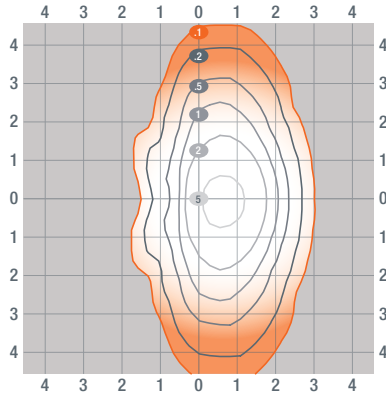
COMMISSIONING
GUIDE



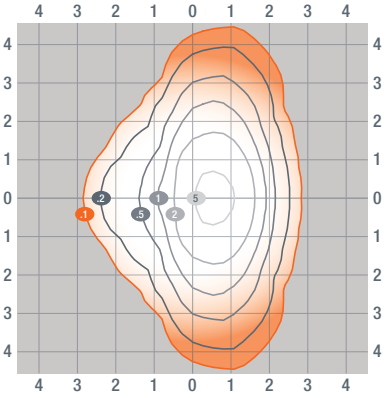
Photometric Information

100W

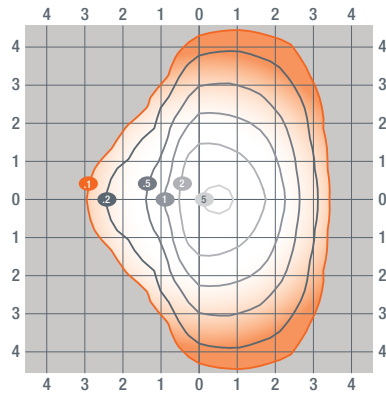
AREAFLD4AS100UNVD840FR-25FT



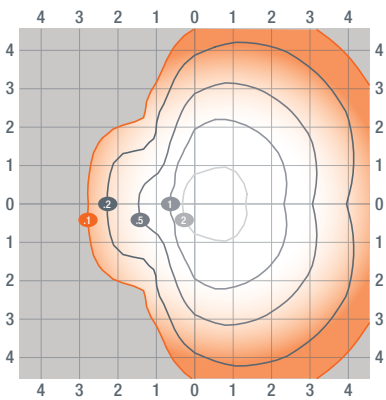
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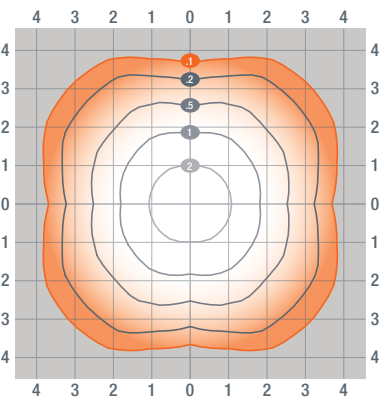
AREAFLD4AS100UNVD840T3-25FT



AREAFLD4AS100UNVD840T4-25FT

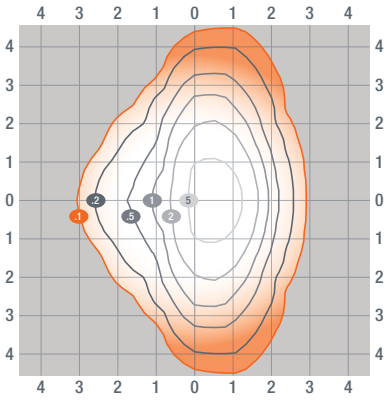


AREAFLD4AS100UNVD840T5-25FT

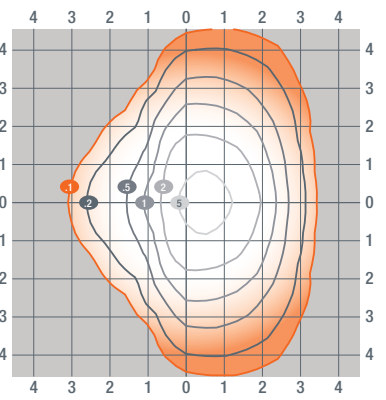


190W

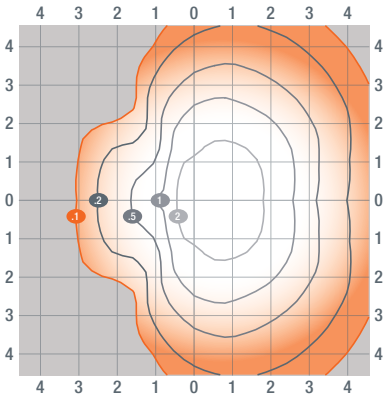
AREAFLD4AS190UNV840T2-30FT



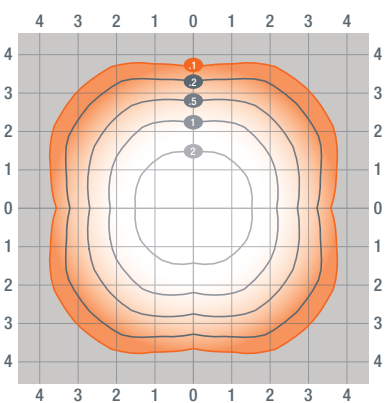
AREAFLD4AS190UNVD840T3-30FT



AREAFLD4AS190UNVD840T4-30FT



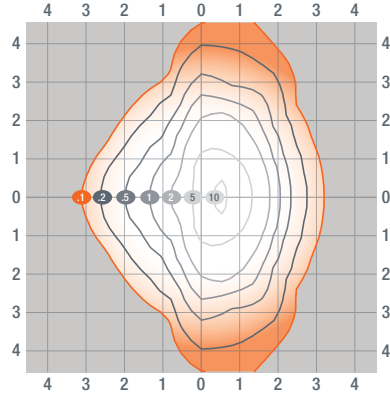
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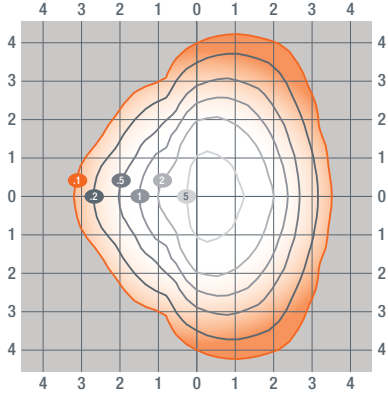
Photometric Information (continued)

290W

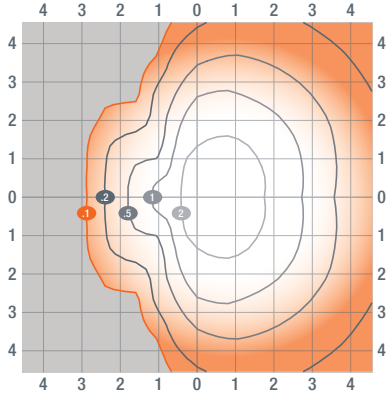
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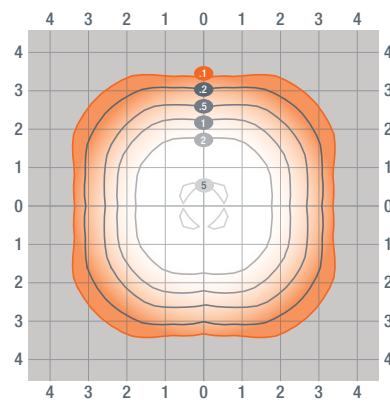
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AREAFLD4AS290UNVD840T4-35FT



AREAFLDS290UNVD840T5-35FT



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 www.ledvanceUS.com

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AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

Approval of a resolution accepting a proposal from Connexion to purchase street light poles at the submitted unit price through April 30, 2024.

RESOLUTION

BACKGROUND/HISTORY

Throughout the year the City Budget allows for residents to petition for street lights adjacent to their home. The City typically receives 3-5 requests per year for a new street light. In addition, street lights are replaced due to vehicular accidents.

Since Covid, lead times for many goods and services continues to be backlogged. An example of such is an aluminum light pole which has taken anywhere from 6 to 9 months to receive and install. To reduce the lead times to accommodate requests or knock-downs Staff is recommending to purchase an initial inventory of 5 light poles to hold in inventory. The cost for the initial 5 poles will be \$9,490, (\$1,898 x 5). The City will continue to replace poles as to keep 5 in inventory at all times. The new poles meet the current City standard of a 25 foot aluminum street light pole with an 8 foot mast arm.

Staff requested quotes for street light poles and received three (3) quotes. The lowest quote was submitted from Connexion, see [Attachment A](#). The request for quotes included two optional extensions for 2024 and 2025.

The funding street light fixtures are funded through the following account:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE
01-30-4359	Street Light Operations & Maintenance	\$ 78,000.00	\$ 9,490.00

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of a resolution accepting a proposal from Connexion to purchase street light poles at the submitted unit price through April 30, 2024.

ALTERNATE DECISION

As recommended by the City Council.

DECISION MODE

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

**CITY OF DARIEN PUBLIC WORKS
1702 PLAINFIELD ROAD
DARIEN, IL 60561**

REQUEST FOR QUOTE: 2023 Street Light Poles

OPENING DATE/TIME: October 12, 2023 @ 10:00 a.m.

		LIGHTMART		CONNEXION		TECHNOLOGY INTERNATIONAL, INC.	
		Cost per Unit	Total	Cost per Unit	Total	Cost per Unit	Total
part #25A7RT1881M8	5	\$ 2,309.00	\$ 11,545.00	\$ 1,898.00	\$ 9,490.00	\$ 2,967.00	\$ 14,835.00
25 foot street light pole with 8 foot mast arm & 7 inch bottom diameter.188 inch wall thickness			\$ -				
			\$ -				
Total			<u>\$ 11,545.00</u>		<u>\$ 9,490.00</u>		<u>\$ 14,835.00</u>

quoted - HAPCO RTA25D7B4M18

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM CONNEXION TO PURCHASE STREET LIGHT POLES AT THE SUBMITTED UNIT PRICE THROUGH APRIL 30, 2024

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

SECTION 1: The City Council of the City of Darien hereby accepts a proposal from Connexion to purchase street light poles at the submitted unit price through April 30, 2024. a copy of which is attached hereto as "[Exhibit A](#)".

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

This form must be completed & faxed to 630-852-4709 or emailed to rkokkinis@darienil.gov by no later than October 12, 2023 @ 10:00 a.m. attn: Municipal Services
Questions may be directed to Municipal Services at 630-353-8105

Submitted by: Scott Rice

Vendor Name: Connexion

Address: 1700 leider ln buffalo grove il 60089

Date: 10-10-2023

Phone: 847-499-8300 Cell: 630-330-3946

Fax: 847-499-8301

E-mail Address: scott.rice@cxconnect.com

Authorized Signature: scott rice

The vendor shall provide three references with phone numbers below:

1. robert brankin connor construction 773-209-9482

2. troy rivera round lake schools 224-944-4028

3. ben belcore belcore electric 708-906-9239

Acceptance of Quote:

By: _____ Date: _____
City of Darien

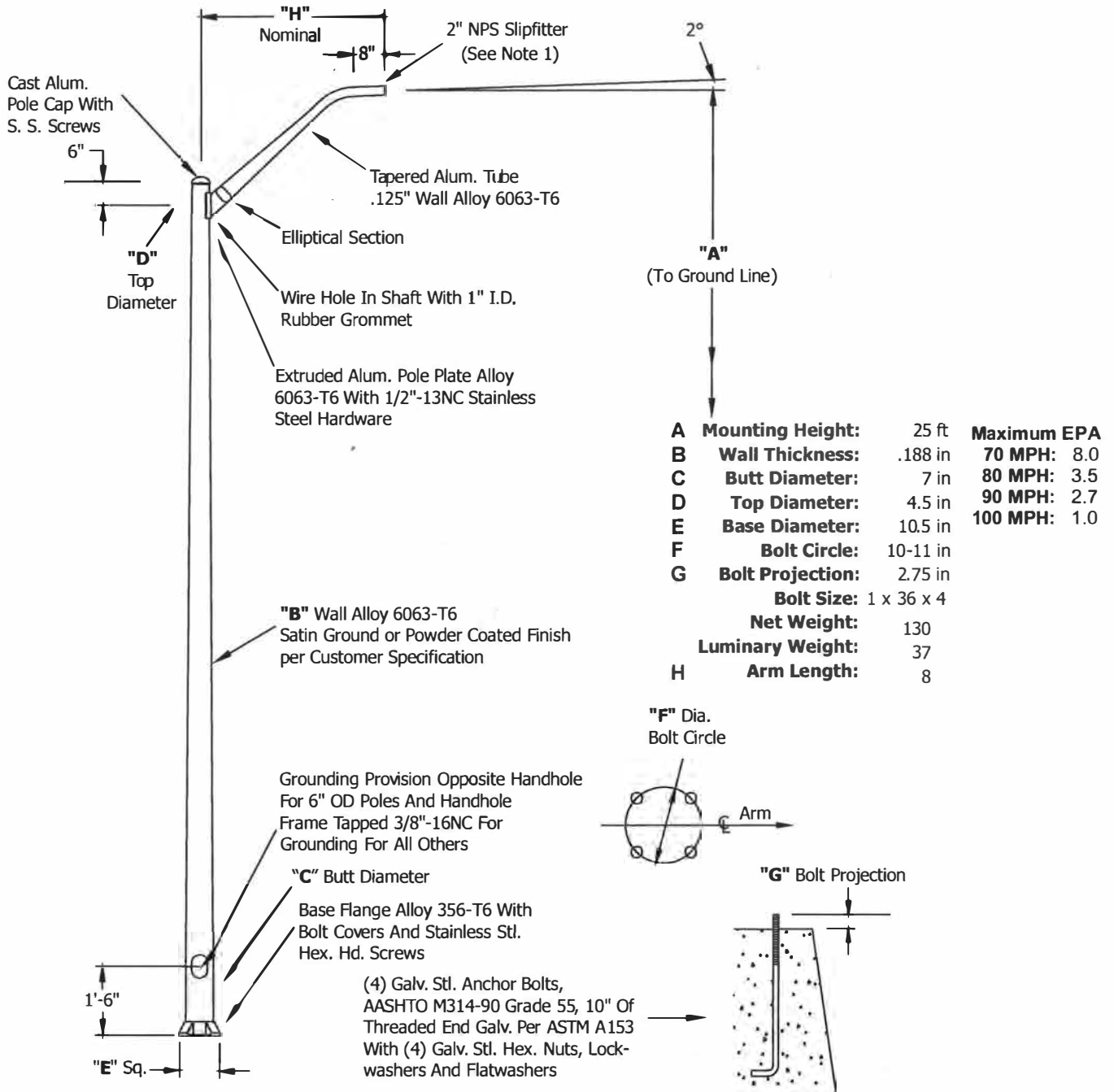
Authorized and Accepted:

By: _____

Title: _____

Date: _____

25 Foot Street Light Pole with 8 Foot Mast Arm and 7 Inch Bottom Diameter .188 Inch Wall Thickness - Part #: 25A7RT1881M8

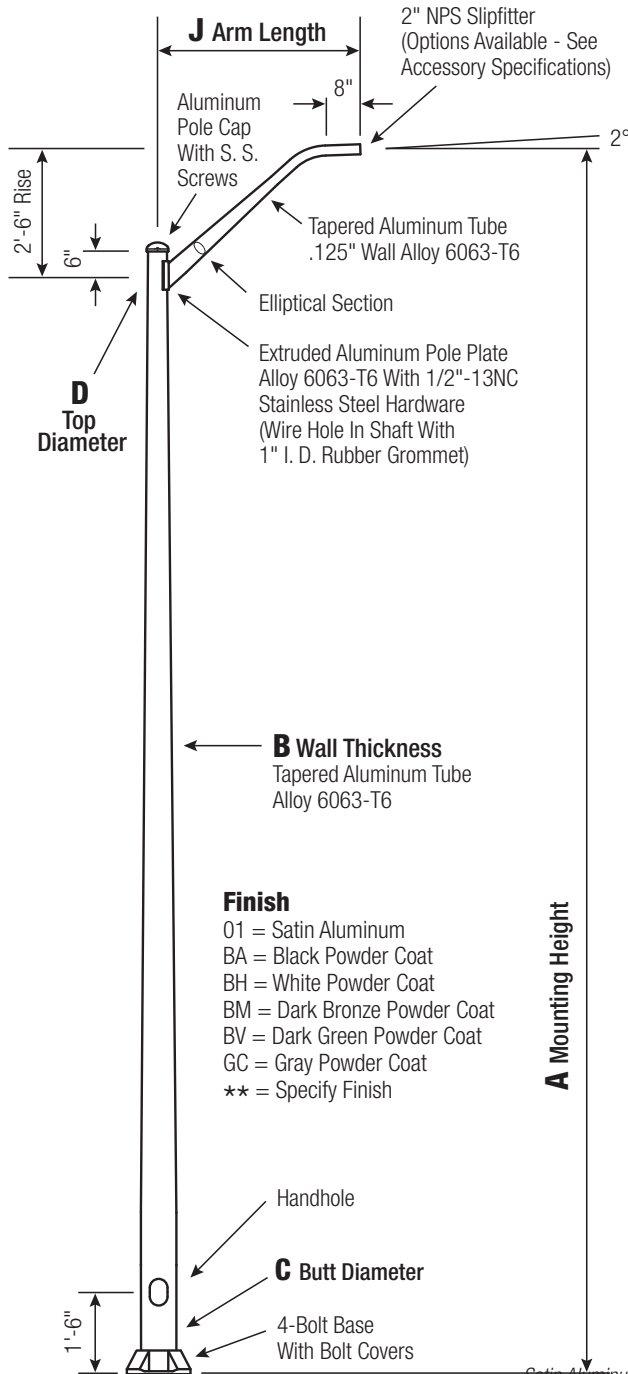


Notes:

- (1) Brackets Supplied With 2" NPS Slipfitter. Specify Modification 140 For 1.25" NPS Slipfitter.

RTA

Round Tapered Aluminum Pole with Arms Single Mast — 4-Bolt Base



RTA25D7B4M18

CATALOG NUMBER

FINISH

Pole

Shaft and arm will be constructed of seamless extruded tube of 6063 Aluminum Alloy per the requirements of ASTM B221. The shaft assembly shall be full-length heat treated after base weld to produce a T6 temper.

Base Style

4-Bolt Cast Aluminum Base Flange of Alloy 356-T6 with Aluminum Bolt Covers (Alloy 356-F) and Stainless Steel Hex Head Attaching Screws.

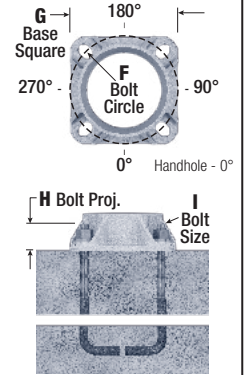


Handhole

Reinforced, 4" x 6" curved Cast Aluminum Frame (Alloy 356-T6) with Aluminum Door and two (2) SS Hex Head Screws. Reinforced Frame will contain a tapped 3/8" - 16NC Grounding Provision.

Anchorage

Anchorage Kit will include four (4) L-shaped Steel Anchor Bolts conforming to AASHTO M314-90 Grade 55. Ten inches (10") of threaded end will be galvanized per ASTM A153. Kits will contain four (4) Hex Nuts, four (4) Lock Washers, and four (4) Flat Washers (all components Galvanized Steel). A bolt circle template will be provided.



Vibration Damper

When determined necessary by Hapco, a Vibration Damper will be factory-installed inside the pole shaft. Customer specification of the damper is available.



EPA Notes: Effective Projected Area (EPA) in square feet. EPA's calculated using wind velocity (mph) indicated in accordance with 2009 AASHTO LTS-5 using a 25 year design life. Maximum EPA is based on the luminaire weight shown. Increased luminaire weight may reduce the maximum EPA. If weight is exceeded, or if other design life or code is required, please consult the factory.



26252 Hillman Highway
Abingdon, VA 24210
800.368.7171
www.hapco.com

WARNING:

Do not install light pole without luminaire.

A Mtg. Hgt.	B Wall Thickness	C Butt Diameter	J Arm Length	Lum. Weight	MAXIMUM EPA					Old Cat. Number	CATALOG NUMBER
					90	100	110	120	130		
25	0.188"	7	8'	40	6.4	5.0	4.6	3.8	3.0	21-297	RTA25D7B4M18-**

C Butt Dia.	D Top Dia.	F Bolt Cir. Dia.	G Base Sq.	H Bolt Proj.	I Bolt Size
7	4.5	10 - 11	10.5	2.75	1 x 36 x 4

Dimensions in Inches

CUSTOMER NAME:

PROJECT:

LOCATION:

NOTES:

QUANTITY:

AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

A resolution authorizing the purchase of Biomelt AG 64, the organic deicing accelerator product, from SNI Solutions, in an amount not to exceed \$11,205(4,500 gallons x \$2.49/gallon).

RESOLUTION

BACKGROUND/HISTORY

Included within the FY23/24 Budget are supplies as it relates to the enhancement of deicing roadways within the City. The deicing program was initiated in 2018 and will be in its 5th year of use. There are two distinct snow and ice control strategies that make use of chemical freezing-point effective: deicing and anti-icing. Deicing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize salt usage, and reduce the potential for impact on properties.

VENDOR	PRODUCT	COST PER GALLON
SNI Solutions	Bio-Melt AG64	*\$2.49

The Biomelt product would be utilized for the deicing and anti-icing operations and would require approximately 4,500 gallons of the Biomelt product.

The FY23/24 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY23/24 BUDGET	EXPENDITURE	BALANCE
03-60-4249	Streets-Operating Supplies Anti-icing/de-icing	\$9,450	\$11,205	(\$1,755)

COMMITTEE RECOMMENDATION

The minimal load is 4,500 gallons and funds from the Motor Fuel Tax Fund will be able to cover the shortfall. The Municipal Services Committee recommends approval of this resolution accepting a proposal from SNI Solutions for the purchase of Biomelt AG 64 in an amount not to exceed \$11,205(4,500 gallons x \$2.49/gallon).

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF BIOMELT AG 64, THE ORGANIC DEICING ACCELERATOR PRODUCT, FROM SNI SOLUTIONS, IN AN AMOUNT NOT TO EXCEED \$11,205(4,500 GALLONS X \$2.49/GALLON)

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of Biomelt AG 64, the organic deicing accelerator product, from SNI Solutions, in an amount not to exceed \$11,205(4,500 gallons x \$2.49/gallon), a copy of which is attached hereto as "[Exhibit A](#)".

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

From: Kris Throm
Sent: Friday, September 15, 2023 11:29 AM
To: Mike Bellovics
Subject: RE: Biomelt AG 64

Sounds good, thank you!

Thanks,

Kris Throm

City of Darien Municipal Services

Superintendent

(630) 514-3453

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DARIEN DIRECT CONNECT

Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Mike Bellovics <mike@snisolutions.com>

Sent: Friday, September 15, 2023 11:28 AM

To: Kris Throm <kthrom@darienil.gov>

Subject: RE: Biomelt AG 64

I will keep you email and when I know any changes, I will let you know ASAP. I will also ask if he can extend this price again too.

He is pouring concrete today, so I may not have any answers until first of next week.

Thanks again, Kris.

Anne

From: Kris Throm <kthrom@darienil.gov>

Sent: Friday, September 15, 2023 10:30 AM

To: Mike Bellovics <mike@snisolutions.com>

Subject: RE: Biomelt AG 64

Ok thank you. Will I need to check back if I need to get pricing after Nov. 30th or will Mike be extending the IDOT pricing to us for that contract period as well?

Thanks,

Kris Throm

City of Darien Municipal Services


Superintendent

(630) 514-3453

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From: Mike Bellovics <mike@snisolutions.com>
Sent: Friday, September 15, 2023 9:45 AM
To: Kris Throm <kthrom@darienil.gov>
Subject: RE: Biomelt AG 64

Hello Kris,

 I just doubled checked my notes and the IL DOT \$2.49 per gallon for Biomelt AG 64 is good until 11-30-2023. That gives you some extra time as well.

Thanks again,
Anne

From: Kris Throm <kthrom@darienil.gov>
Sent: Friday, September 15, 2023 8:56 AM
To: Mike Bellovics <mike@snisolutions.com>
Subject: RE: Biomelt AG 64

Hello Anne and Mike,

I wanted to check and see if you could give me the delivered price for Bio-Melt AG64 for the upcoming season. Possible multiple deliveries at different points in the season (so anywhere between November 2023 and April 2024).

Thanks,

Kris Throm
City of Darien Municipal Services
Superintendent
(630) 514-3453

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From: Mike Bellovics <mike@snisolutions.com>
Sent: Wednesday, October 12, 2022 1:56 PM
To: Kris Throm <kthrom@darienil.gov>
Subject: RE: Biomelt AG 64

Hello Kris,

Mike said we will extend the same price that the IDOT is paying for this 2022-23 season.

4500 gallons – Biomelt AG 64 - @\$2.49 per gallon
Delivered to one site, one tank.

Thank you,

Anne Happel
SNI Solutions Inc
205 N Stewart Street
Geneseo IL 61254
888-840-5564 toll free
309-944-3168 office
309-944-4620 fax

From: Kris Throm <kthrom@darienil.gov>
Sent: Wednesday, October 12, 2022 1:35 PM
To: Mike Bellovics <mike@snisolutions.com>
Subject: RE: Biomelt AG 64

Mike,

I wanted to check and see if you could give me the delivered price for Bio-Melt AG64 for the upcoming season. Possible multiple deliveries at different points in the season (so anywhere between November 2022 and April 2023).

Thanks,

Kris Throm
City of Darien Municipal Services
Superintendent
(630) 514-3453

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From: Mike Bellovics <mike@snisolutions.com>
Sent: Wednesday, October 6, 2021 2:02 PM
To: Kris Throm <kthrom@darienil.gov>
Subject: RE: Biomelt AG 64

Not a problem. Let me know if I can be of further help.

Anne Happel
SNI Solutions Inc
205 N Stewart Street
Geneseo IL 61254
888-840-5564 toll free
309-944-3168 office
309-944-4620 fax

From: Kris Throm <kthrom@darienil.gov>
Sent: Wednesday, October 6, 2021 1:38 PM
To: Mike Bellovics <mike@snisolutions.com>
Cc: Dan Gombac <dgombac@darienil.gov>; David Fell <dfell@darienil.gov>
Subject: RE: Biomelt AG 64

Great thanks Anne, I will see what I can find. Thanks for the call earlier about the pricing as well, makes sense now.

Thanks,

Kris Throm
City of Darien Municipal Services
Superintendent
(630) 514-3453

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Follow the link below and subscribing is simple! <http://www.darien.il.us/Reference-Desk/DirectConnect.aspx>

From: Mike Bellovics <mike@snisolutions.com>
Sent: Wednesday, October 6, 2021 12:42 PM
To: Kris Throm <kthrom@darienil.gov>
Subject: RE: Biomelt AG 64

Kris,

Jennifer who submits our bids and is working with IDOT, said that on Bidbuy – where all the state info is, said to look up B-18528. (she said that there is several numbers in front of the B-18528, but the B-18528 is the bid or contract renewal number)

She also said you could contact IDOT and speak with someone regarding this contract B-18528 too.

Let me know if you are still having problems on this verification.

Thank you,

Anne Happel
SNI Solutions Inc
205 N Stewart Street
Geneseo IL 61254
888-840-5564 toll free
309-944-3168 office
309-944-4620 fax

From: Kris Throm <kthrom@darienil.gov>
Sent: Wednesday, October 6, 2021 11:43 AM
To: Mike Bellovics <mike@snisolutions.com>

Cc: David Fell <dfell@darienil.gov>; Dan Gombac <dgombac@darienil.gov>

Subject: RE: Biomelt AG 64

I thought that Public entities were allowed to take advantage of the bid prices through the State Bid process. This is how we have bought vehicles in the past as well for example. There wasn't any markup on those because we were only buying 1 vehicle whereas the State may have bid out to buy 50.

Thanks,

Kris Throm

City of Darien Municipal Services

Superintendent

(630) 514-3453

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From: Mike Bellovics <mike@snisolutions.com>

Sent: Wednesday, October 6, 2021 11:37 AM

To: Kris Throm <kthrom@darienil.gov>

Subject: RE: Biomelt AG 64

The state bid is actually 2.05 until 11-30-2021. Starting 12-01-2021 it goes to 2.49 per gallon.

The 2.00 ended earlier this year. The reason the state bid is lower than what you were quoted, is, they bid in large quantity. It is based on volume.

Please let me know if you need further information.

Thank you,

Anne Happel

SNI Solutions Inc

205 N Stewart Street

Geneseo IL 61254

888-840-5564 toll free

309-944-3168 office

309-944-4620 fax

From: Kris Throm <kthrom@darienil.gov>

Sent: Wednesday, October 6, 2021 11:26 AM

To: Mike Bellovics <mike@snisolutions.com>; David Fell <dfell@darienil.gov>

Subject: RE: Biomelt AG 64

Hello Mike,

Hope all is well. Just wanted to check with you regarding the price that we were quoted for the delivery of BioMelt AG 64. Looks like the State Purchase Contract price is \$2.00/gallon delivered but we were quoted \$2.35/gallon. So if we

ordered 4,500 gallons then it would be \$9,000.00 for the load, correct? Let me know if I am missing something. I was preparing to send this up to my boss and I know he will have the same exact question.

Item # 4: (192 - 46) DEICER, ORGANIC ACCELERATOR WITH POLYOL (ALCOHOL), FULL-TRUCKLOAD, IDOT DISTRICT QUANTITIES. * FULL-TRUCKLOAD ORDER = 4,500 GALLONS * BIOMELT AG64 ORGANIC ACCELI _____ GALLONS*

NIGP Code: 192-46
Ice and Snow Removal Chemicals (See 775-45 for Road Salt)

Qty	Unit Cost	UOM	To
60,000.0	\$2.00	EA - Each	

Manufacturer: Brand:
Make: Packag

Additional NIGP Code :

Item # 5: (192 - 46) DEICER, ORGANIC ACCELERATOR WITH POLYOL (ALCOHOL), PARTIAL-TRUCKLOAD IDOT DIST, I QUANTITIES. * MINIMUM ORDER QUANTITY 1,000 GALLONS * BIOMELT AG64 ORGANIC ACCELI _____ GALLONS*

NIGP Code: 192-46
Ice and Snow Removal Chemicals (See 775-45 for Road Salt)

Qty	Unit Cost	UOM	To
10,000.0	\$2.75	EA - Each	

Manufacturer: Brand:
Make: Packag

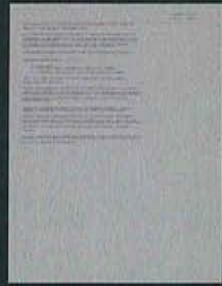
Additional NIGP Code :

Master Contracts

☰ //PERIGPNN/JOB09428//

Contract
Number
4018328

Close



4



5



6



7

8:1
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2:
20:
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VEI

Windows taskbar with search bar and application icons (Edge, Chrome, File Explorer, Mail, etc.)

Thanks,

Kris Throm

City of Darien Municipal Services

Superintendent

(630) 514-3453

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From: Mike Bellovics <mike@snisolutions.com>

Sent: Monday, September 13, 2021 2:17 PM

To: David Fell <dfell@darienil.gov>

Cc: Kris Throm <kthrom@darienil.gov>

Subject: RE: Biomelt AG 64

Hello David,

Per your request, please find the following quote – provide by Mike;

4500 gallons – Biomelt AG 64 - @2.35 per gallon

Delivered to one site

If you have any further questions, please let us know.

Thank you,

Anne Happel

SNI Solutions Inc

205 N Stewart Street

Geneseo IL 61254

888-840-5564 toll free

309-944-3168 office

309-944-4620 fax

From: David Fell <dfell@darienil.gov>

Sent: Monday, September 13, 2021 9:42 AM

To: mike@snisolutions.com

Cc: Kris Throm <kthrom@darienil.gov>

Subject: chemical

Hi Mike , Can you give me a delivery quote for one Geomelt tanker truck load of the stock pile treatment Chemical.

David Fell

City of Darien Street Foreman

1041 S Frontage Rd

Darien Il 60561

630-429-1711

CAUTION: This e-mail originated outside of the City's email system. DO NOT click links or open attachments unless you confirm the incoming address of the sender and know the content is safe.

AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

A [resolution](#) authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems Ltd., in an amount not to exceed \$17,235.00

AND

A motion for a contingency in the amount of \$10,000 for unforeseen winter conditions that may require the use of additional liquid de-icer and anti-icing products.

BACKGROUND/HISTORY

Included within the FY23/24 Budget are liquid rock salt additives commonly known as de-icing products for roadways. There are two distinct snow and ice control strategies that make use of chemical freezing point effective: de-icing and anti-icing. De-icing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize deicer usage, and reduce the potential for impact on properties and the environment.

Increased safety

Applying ice-melting chemicals before or at the start of freezing precipitation prevents formation of bonded ice on pavement, which can help ensure safe passage for pedestrians and motorists from the outset of a storm.

Labor and cost savings

Pretreating pavement surfaces with ice melter can provide significant labor and cost-saving benefits. Anti-icing treatment before a storm can often eliminate the need to remove light accumulations and can make removal of heavy snow and ice faster and easier. The residual ice-melting effect of these treatments can reduce the need for subsequent deicing applications after plowing.

Material selection

Material selection depends on many factors, including available equipment, pavement temperatures, and current and expected weather conditions. Anti-icing is a proven way to provide safer conditions for motorists and pedestrians starting at the very outset of a winter storm event. It is also a practical way to help minimize rock salt use, reduce labor and cost, and minimize the impact on properties and the environment before, during and after a storm. It is an effective and practical strategy for municipalities whenever they have advance warning that a storm is on the way.

Staff has implemented the use of these products during the course of the prior 3 years and

continuous to review additives as they become available for potential further implementation. Staff also conducts reviews with the adjacent municipalities for products use, comparison evaluations along with feedback. There are various products that have been introduced within the last several years and Staff is requesting to utilize the various products as listed below throughout the winter season for further review of optimal performance including reducing rock salt usage. The following is a schedule for the de-icing products and are listed and attached as [Attachment A](#).

- Item 1.** InfernalMelt R-no mixing pre-wetting, anti-icing & de-icing(-41°F) 4500 gallons at \$1.11/gallon - \$4,995
- Item 2.** 23.3% Sodium Chloride Salt brine 4500 gallons at \$.62/gallon - \$2,790
- Item 3.** CryoMelt S (Stockpile) keeps salt pliable (-25°F) 4500 gallons at \$2.10/gallon - \$9,450

Please note all quantities are based on a minimal purchase of 4,500 gallons. Industrial Systems Ltd. is the exclusive proprietary distributor for these products thus, no additional quotes were obtained. See [Attachment B](#). The past three years, the City has used up to 15,000 gallons. It is estimated that up to an additional 10,000 gallons could have been utilized for the remainder of the winter season. Due to trucking and supply line issues the City was unable to receive product. To combat the concern of product availability additional storage containers are being incorporate to the Municipal Services facility for inventory. Upon review of the winter occurrences, Staff will review the cost effectiveness of the various products and provide an update to the Snow Operations Policy.

The FY23/24 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY23/24 BUDGET	EXPENDITURE	BALANCE
01-30-4257	Streets-Operating Supplies Anti-Icing/De-Icing- InfernalMelt R	\$ 62,000	\$ 4,995	\$ 57,005
	Streets-Operating Supplies Anti-Icing/De-Icing- Sodium Chloride Salt brine		\$ 2,790	\$ 54,215
	Streets-Operating Supplies Anti-Icing/De-Icing-CryoMelt S		\$ 9,450	\$ 44,765
	Contingency		\$10,000	\$34,765

***Contingency will be based upon performance review and availability of the above products and staff requests the ability to purchase additional product as required not to exceed.**

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems Ltd., in an amount not to exceed \$17,235.00

AND

A motion for a contingency in the amount of \$10,000 for unforeseen winter conditions that may require the use of additional liquid de-icer and anti-icing products.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

INFERNALMELT

InfernalMelt Blending Concentrate

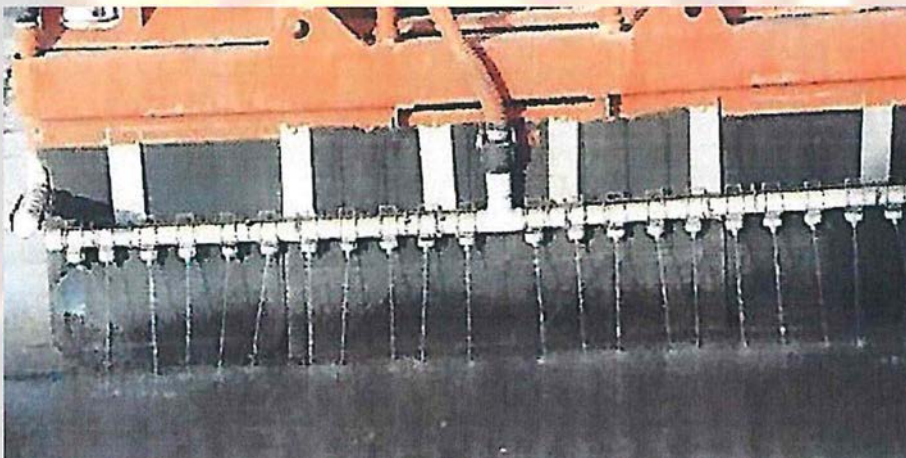
*Amp up your salt brine with this powerful
Organic Biopolymer additive*

InfernalMelt Blending Concentrate liquid is a premium engineered Biopolymer Organic liquid formulated from renewable resources. It is used as an additive to your salt brine blends such as sodium chloride, calcium chloride or others.

InfernalMelt BC, with its powerful Organic Biopolymer provides significant corrosion inhibition due to the high concentration of sugars and carbs. In addition to corrosion inhibition the abundance of sugars ensures your end product sticks tenaciously to the pavement. As a result anti-icing operations can be performed farther in advance with less chance of being washed or blown away than standard sodium brines. The more you add the better your finished blend will be.

InfernalMelt BC has been formulated with more refined raw materials than most organics to minimize the product separation and fallout associated with organics of the past along with some cutting edge freeze point depressants to get your finished product down to the low freeze points which contribute to road safety.

InfernalMelt BC is unlike other InfernalMelt product in that it is formulated with **No Magnesium Chloride!** **InfernalMelt BC** is available in a dark brown or clear version.



InfernalMelt BC in Salt Brines:

Anti-icing – InfernalMelt BC will help adhere your blended brine to the road better and longer because it bonds tenaciously. The residual effect it will impart to your brine will exceed all competitive products by a healthy margin allowing greater flexibility in timing of product application to pavements.

Pre-Wetting – Adding InfernalMelt BC to your pre-wetting blend will help you reduce salt usage by 30-50% thus saving money and the environment. It will also reduce the corrosion levels of a typical liquid by up to 85%. **InfernalMelt BC is your best tool to meet the more stringent chloride reduction guidelines in many areas!**



“McHenry County Blending Facility”

TYPICAL PROPERTIES

Appearance.....Brown or Clear liquid
Specific Gravity.....1.25 -1.27
Freezing Point.....-24°F (-31°C)

Weight/gallon.....10.3 -10.8
pH.....6.0 -8.0



Ice-Melt-Products.com

**Industrial Systems Ltd. 10917 Commercial St. Richmond, IL. 60071
Office 815-344-5566 or (815) 344-5588 ☉ E-mail: steve@isltd.us**

INFERNALMELT R

High performance Winter Liquid

"Road Ready Organic Polymer Liquid for Pre-Wetting, Anti-Icing, & De-Icing"

DESCRIPTION & USES

InfernalMelt R is the ultimate ready to use winter liquid. Formulated with a blend of 2 Organic Polymer ingredients that are sustainably biorefined. Biorefining is the optimal strategy for large-scale sustainable use of biomass in the economy. **InfernalMelt R** has a low freeze point of -40°F . with performance down to the lowest temperature levels where other brines or supermix style mixes are making ice. It is more biologically stable than many other organics. The organic components of **InfernalMelt R** are responsible for two important aspects of the product: 1.) Due to the high levels of sugars in the product we get significant corrosion inhibition. 2.) The sugars, along with the long molecular chains of the polymers give it a tenacious bond to the pavement. This residual effect equates to the product remaining on the pavement longer which ultimately means less is needed for the same level of service.



APPLICATION GUIDELINES

Liquids are your most valuable tool to reducing the amount of road salt used while still increasing public safety on the roads. However liquids are not meant to completely replace all dry melters. Liquids are most effective when either used before an event or to pre-wet dry products. They can be used for de-icing also but there are practical limits as to how much snow & ice liquids can melt after an event. See the section on de-icing for more information.

Pre-wetting – Application rate is 5-25 gallons / ton of material used at the spinner, in the auger or onto loader bucket when loading truck. Industry experts say “**The wetter the better**” when describing liquid pre-wetting!

- Melting starts fast. If applied to salt it acts as a liquid accelerator.
- Proven 20% - 35% reduction in material use due to less bounce & scatter.
- Lower corrosion rate than plain rock salt or brines.

Anti-icing – Application rate for anti-icing is 20-30 gls / lane mile. For frost prevention use 15-20 gls / lane mile.

- Prevents bonding of snow and ice to pavement
- Prevents “black ice”.
- Quick and easy application using spray rig with solid stream nozzles.

De-icing – Application rate is 40 gallons per lane mile.

- When used as a liquid deicer **InfernalMelt R** quickly melts through ice and thin amounts of dry packed snow using straight stream nozzles where it will spread and break the bond between ice & snow and the pavement allowing plows to remove it more easily.



PHYSICAL PROPERTIES

Appearance/Odor: Dark brown liquid with mild pleasant odor
Specific Gravity: 1.27 – 1.296

Weight: 9.6 – 10.3 lbs / gal
Freeze Point: -40°F (-39°C)

pH: 6.0 – 9.0

“Caution – **InfernalMelt R** is a road ready product not a blending concentrate nor is it intended for stockpiles.

Industrial Systems Ltd. • 10917 Commercial St. Richmond, IL 60071

P: 815-344-5566 or 815-344-5588

www.Ice-Melt-Products.com

ISL

09-20-2023

To Whom it May Concern,

I am writing to let you know that Industrial Systems Ltd. is the sole manufacturer of InfernalMelt & CryoMelt in the 3 state area comprising Illinois, Wisconsin and Iowa. We maintain ourselves as the sole manufacturer to your area.

Sincerely,


Greg Schams

President

Industrial Systems Ltd.

Industrial Systems Ltd.

112 West Route 120
Tel: 815.344.5566

Lakemoor, IL 60051
Fax: 815.344.5588

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ALTERNATIVE LIQUID DE-ICER AND ANTI-ICING PRODUCTS FROM INDUSTRIAL SYSTEMS, LTD., IN AN AMOUNT NOT TO EXCEED \$17,235.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems, Ltd., in an amount not to exceed \$17,235.00, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

Industrial Systems Ltd.

112 West Route 120
Lakemoor, IL 60051
Tel: 815-344-5566 • Fax: 815-344-5588

ISL Quote

Darien Public Works
Attn: David Fell

Darien, IL.

Date:
September 19, 2023

Reference:
Liquid De-icer / Anti-icer

LOCAL* **Manufactured, stored & distributed in Chicagoland** ***LOCAL**

Submitted By	FOB	Delivery	Terms
Steve Adler		Included	Net 30 days from delivery

Quantity	Product Description	Price
	No Mixing! READY-TO-GO PRODUCT No mixing!	
4,500 gl	InfernalMelt R- <i>No mixing!</i> pre-wetting, anti-icing & de-icing (-41°F) Cleaner more refined functional equivalent to ThermaPoint R	\$1.11/gl
	NON-CaCl or MgCl LIQUID DE-ICER	
4,500 gl	CryoBlend 80-20 <i>No mixing!</i> Pre-wetting, anti-icing & de-icing (-7°F) This is the CryoMelt C Concentrate below @ 20% added to 80% Sodium Chloride Salt Brine. If you have salt brine make it yourself with CryoMelt C and save money!	\$1.29/gl
	BREWERS INGREDIENTS for 2 or 3 part blending	
4,500 gl	InfernalMelt B/C – Blending Concentrate mix Ingredient	\$1.95/gl
4,500 gl	CryoMelt C (Concentrate) <i>NON CHLORIDE!</i> mix ingredient	\$2.09/gl
4,500 gl	Liquidow 32% Liquid Calcium Chloride (-17 F) (add an addition \$0.05 per gallon for corrosion inhibitor)	\$0.63/gal
4,500 gl	23.3 % Sodium Chloride Salt brine	\$0.62/gal

STOCK PILE TREATMENT

4,500 gl	CryoMelt S (Stockpile) The BEST Stockpile available! Keep salt pliable & sticky w/ amber color. Works down to -25°F	\$2.10/gl
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Also available the following for blending operations

Defoamer – Biocides – Storage Tanks – Pre-Wet Dispensing System

Important
Prices in effect at time of delivery and subject to availability, unless such time is extended in writing.
Quantities shown above are not guaranteed.

Internal Use
(TP-R) GPS 527.20

Steve Adler

AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

A [resolution](#) authorizing the purchase of alternative liquid de-icer and anti-icing products from K-Tech Specialty Coatings, Inc., in an amount not to exceed \$23,276.00.

AND

A motion for a contingency in the amount of \$10,000 for unforeseen winter conditions that may require the use of additional liquid de-icer and anti-icing products.

BACKGROUND/HISTORY

Included within the FY23/24 Budget are liquid rock salt additives commonly known as de-icing products for roadways. There are two distinct snow and ice control strategies that make use of chemical freezing point effective: de-icing and anti-icing. De-icing operations are performed to break the bond of already bonded snow and ice on the roadway and is commonly initiated only after (1 in) or more of snow has accumulated and bonded to the road. Anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal. The benefits of anti-icing are considerable. Pretreating surfaces with ice melter before a storm arrives can increase winter safety, make subsequent snow and ice removal easier and less costly, minimize deicer usage, and reduce the potential for impact on properties and the environment.

Increased safety

Applying ice-melting chemicals before or at the start of freezing precipitation prevents formation of bonded ice on pavement, which can help ensure safe passage for pedestrians and motorists from the outset of a storm.

Labor and cost savings

Pretreating pavement surfaces with ice melter can provide significant labor and cost-saving benefits. Anti-icing treatment before a storm can often eliminate the need to remove light accumulations and can make removal of heavy snow and ice faster and easier. The residual ice-melting effect of these treatments can reduce the need for subsequent deicing applications after plowing.

Material selection

Material selection depends on many factors, including available equipment, pavement temperatures, and current and expected weather conditions. Anti-icing is a proven way to provide safer conditions for motorists and pedestrians starting at the very outset of a winter storm event. It is also a practical way to help minimize rock salt use, reduce labor and cost, and minimize the impact on properties and the environment before, during and after a storm. It is an effective and practical strategy for municipalities whenever they have advance warning that a storm is on the way.

Staff has reviewed various products with adjacent municipalities as well as manufacturers de-icing

representatives. There are various products that have been introduced within the last several years and Staff is requesting to utilize the various products as listed below throughout the winter season for further review of optimal performance including reducing rock salt usage. The following is a schedule for the de-icing products and are listed and attached as [Attachment A](#).

- Item 1.** BEET HEET Concentrate – ready to use salt stockpile treatment (4600 gallons at \$1.82/gallon - \$8,372)
- Item 2.** BEET HEET Super Severe – ready to use anti-icer, deicer and pre-wetting agent (4600 gallons at \$1.67/gallon - \$7,682)
- Item 3.** BEET HEET Severe – ready to use anti-icer, deicer and pre-wetting agent (4600 gallons at \$1.57/gallon - \$7,222)

Please note all quantities are based on a minimal purchase of 4,600 gallons. K-Tech Specialty Coatings, Inc., is the exclusive proprietary distributor for these products thus, no additional quotes were obtained. See [Attachment B](#).

The FY23/24 Budget includes funding for the abovementioned items from the following accounts:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY23/24 BUDGET	EXPENDITURE	BALANCE
01-30-4257	Streets-Operating Supplies Anti-Icing/De-Icing- BEET HEET Concentrate	\$ 62,000	\$ 8,372	\$ 53,628
	Streets-Operating Supplies Anti-Icing/De-Icing- BEET HEET Super Severe		\$ 7,682	\$ 45,946
	Streets-Operating Supplies Anti-Icing/De-Icing-BEET HEET Severe		\$ 7,222	\$ 38,724
	Contingency		\$10,000	\$ 28,724

***Contingency will be based upon performance review and availability of the above products and staff requests the ability to purchase additional product as required not to exceed.**

COMMITTEE RECOMMENDATION

The Municipal Services Committee recommends approval of this resolution authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems Ltd., in an amount not to exceed \$23,276.00

AND

A motion for a contingency in the amount of \$10,000 for unforeseen winter conditions that may require the use of additional liquid de-icer and anti-icing products

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

What You Need To Know About BEET HEET® (BH)

BH is **NOT** “beet juice”. It won’t plug strainers or fill tanks with sludge.

BH contains **more total active ingredient** than any deicer in North America.

BH is “**ready**” **bio-degradable**. It’s safe for the environment.

BH, when blended with brine 50/50, has a **biochemical oxygen demand** of **NOT DETECTABLE** at 39.2°F.

BH has the ability to **reduce chloride emissions** more than any other liquid pre-wet in North America.

What You Need To Know About BEET HEET® Users

Some of the **largest agencies** in North America use BH. 8 state DOTs will be using BH this winter.

Some of the **most advanced agencies** in North America use BH. BH users have been awarded the national APWA *Excellence In Snow & Ice Control Award* 9 times in the last 13 years.

Agencies in Wisconsin and Minnesota have deiced highways with BH treated rock salt at **-25°F**. Some anti-iced at **-15°F**.

Agencies in or near Duluth, MN, International Falls, MN, Bismarck, ND and Fargo, ND have had **unparalleled success** with BH. In their own words, they’ve never seen a deicer perform like BH.

What You Need To Know About K-Tech

K-Tech has the **quickest deliveries** in the industry, bar none.

K-Tech has the most extensive collection of **deicer test data** in the industry. Would you like to know what’s in your current deicer?

K-Tech has the most **comprehensive user’s guide** in the industry.

K-Tech has the only **temperature driven blend and application rate guide** in the industry making transition to BH quick, easy and failsafe.

For more details, or to schedule a meeting or webinar, reply to: dpreston@ktechcoatings.com, for IL, IN, MI, OH, KY, PA and east.

449

LOCATIONS!

BEET HEET®

449

LOCATION!



Hundreds of agencies in 15 states have transitioned away from 32% CaCl₂, “beet juice” and various “super-mix” deicers in favor of ***BEET HEET***. In fact, ***BEET HEET*** users have won the National APWA *Excellence In Snow & Ice Control Award* 9 times in the last 13 years! What do all of these agencies see in ***BEET HEET***? Please read on

MEMO



Date: 10-6-23

To: Kris Throm
Superintendent
Darien, City of
1041 S Frontage Rd
Darien, IL 60561
Office: (630) 514-3453
Email: kthrom@darienil.gov

From: Denver Preston
Sales Manager – Winter Products
K-Tech Specialty Coatings, Inc.
P.O.B. 428
Ashley, IN 46705
Office: (260) 587-3888
Fax: (260) 587-3889
Cell: (260) 585-0332
Email: dpreston@ktechcoatings.com

Re: Sole Source Proprietary Product

Mr. Figuray:

BEET HEET[®] deicers are sole source products solely developed, manufactured and distributed by K-Tech Specialty Coatings, Inc.

Sincerely,

A handwritten signature in black ink that reads 'Denver L. Preston'.

Denver L. Preston

P.O. Box 428 • ASHLEY, IN 46705 • 260-587-3888 • FAX 260-587-3889

DPRESTON@KTECHCOATINGS.COM



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PURCHASE OF ALTERNATIVE LIQUID DE-ICER AND ANTI-ICING PRODUCT FROM K-TECH SPECIALTY COATINGS, INC., IN AN AMOUNT NOT TO EXCEED \$23,276.00

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

SECTION 1: The City Council of the City of Darien hereby authorizes the purchase of alternative liquid de-icer and anti-icing products from K-Tech Specialty Coatings, Inc., in an amount not to exceed \$23,276.00, a copy of which is attached hereto as “[Exhibit A](#)” and is by this reference expressly incorporated herein.

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

RES

K-TECH

SPECIALTY COATINGS, INC.

**Road Maintenance Specialist
High Performance De-Icers - Anti-Icers
Pre-Wetting Agents**

2023-2024 Price Quote

10/10/2023
Kris Throm
Superintendent
Darien, City of
1041 S Frontage Rd
Darien, IL 60561
630-514-3453
kthrom@darienil.gov
190

Notes: BEET HEET Concentrate is an intelligently designed deicer/salt pre-wetting agent. BEET HEET Concentrate contains the most active ingredient of any deicer in North America. That's why **BEET HEET Concentrate outperforms all other deicers in North America**. BEET HEET Concentrate is also the most environmentally friendly salt pre-wet in North America. Call, text or email for documentation and explanation.

Salesperson	Customer Name	Terms	Expiration
D. Preston	Darien, City of	Net 30	5/1/2024
Quantity	Product Description/Details	Delivered Price/Gal.	Line Total
(+/- 100 gal.)			
4,600	BEET HEET Concentrate - Best performing deicer in North America! Ready-to-Use salt stockpile treatment and/or admixture to 23.3% NaCl brine. K-Tech Full Load Pricing - Delivered	\$1.82	\$8,372.00
4,600	BEET HEET Super Severe (BHSS) - Ready-to-use anti-icer, deicer and pre-wetting agent. BHSS is a 50/50 blend of BEET HEET Concentrate & a CaCl ₂ /MgCl ₂ solution. BHSS is our hottest & best performing ready-to-use salt pre-wet agent, anti-icer/deicer. K-Tech Full Load Pricing	\$1.67	\$7,682.00
4,600	BEET HEET Severe (BHS) - Ready-to-use anti-icer, deicer and pre-wetting agent. BHS is a 50/50 blend of BEET HEET Concentrate & 23.3% NaCl brine. BHS is our second best performing ready-to-use salt pre-wet agent, anti-icer/deicer. K-Tech Full Load Pricing	\$1.57	\$7,222.00
BEET HEET Concentrate contains much more active ingredient!			
• 93% more than 55% solids waste-stream beet juice deicers, on average.			
• 60.9% more than 23.3% sodium chloride brine			
• 14.0% more than 32% calcium chloride			
At 15°F, BEET HEET Concentrate treated salt melts much more ice!			
• 150.0% more than 23.3% sodium chloride treated rock salt			
• 43.9% more than 32% CaCl ₂ treated rock salt			
• 37.8% more than 55% solids beet juice treated rock salt			
Important Information			
50% OF FULL FREIGHT CHARGES APPLY IF ANY PRODUCT IS ORDERED AND DELIVERED BUT NOT TAKEN. Please don't order more product than you can take.		Subtotal	
ALL credit card purchases will be assessed a 4% credit card processing fee.		Sales Tax	
		Total	

K-Tech Specialty Coatings, Inc. P.O. Box 428 Ashley, IN 46705
Phone (260) 587-3888 Fax (260) 587-3889
Email dpreston@ktechcoatings.com Cell/Text (260) 585-0332
Website: ktechcoatings.com YouTube: ktechcoatings

AGENDA MEMO
City Council
November 6, 2023

Issue Statement

- 1 MOTION TO APPROVE AN **ORDINANCE** APPROVING A WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS
- 2 A **RESOLUTION** APPROVING AN EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF CHICAGO

Background/History

The City of Darien, along with 28 entities, receives water from the DuPage Water Commission (DWC). The DWC is a separate unit of local government that buys water from the City of Chicago and sells it to the local water utilities in DuPage County. There is a contract in place with the DWC and includes 28 governing bodies that are signatories to the contract. The DWC/Customer Water Contract will expire on February 24, 2024.

For this reason, a steering group comprised of eight municipal representatives was assembled to represent the municipalities in preparation of the contract renewal, which will become the water supply contract for the next 40-year period. The objective of this collaboration was to ensure the document provides as much continuity with the previous contract as possible, while removing sections that no longer applied (primarily regarding the original water system construction). The municipal legal review for the document was performed concurrently by both the DuPage County States Attorney and the Naperville City Attorney. I had **John Murphey** review the draft “Water Purchase and Sale Contract” on our behalf and he has no objection to the City Council approving this Contract.

This review process has now been concluded with all parties recommending approval of the contract extension (Steering Committee, DuPage County States Attorney, Naperville City Attorney, and DWC). We now enter the legislative approval process which is prescribed by Section 16 of the current DWC/Customer contract, and which will require a sequence of activities by DWC, an assembled group of municipal customers’ governing bodies, and each municipal board individually.

In addition to the contract renewal between the DWC and the 28 entities, the DWC also has a contract with the City of Chicago to purchase water for its customers. The DWC/Chicago contract expires on March 19, 2024. The municipalities will not be a signatory to that contract but will need to provide a resolution concurring with the recommended action that was presented by the DWC at the October 31 joint customer meeting. The resolution consents to an extension of the DWC/Chicago contract for not less than 15 years and not

more than 20 years. The status of this item is also described in the attached [memorandums dated 8/28/2023 from Paul D. May](#), DuPage Water Commission General Manager. Additional [memorandum attached from James F. Zay](#), Chairman.

Staff/Committee Recommendation

Admin/Finance Committee recommends approval of:

- 1 AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS
- 2 A RESOLUTION APPROVING AN EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF CHICAGO

Alternate Consideration

N/A

Decision Mode

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



MEMORANDUM

To: DWC Municipal Customers, Mayors & Managers
From: Paul D. May, DuPage Water Commission General Manager
Date: 8/28/2023
Subject: **DWC Strategic Initiatives & Contracts Status Update**

As the process for the DWC/Customer Contract advances, DWC wishes to take the opportunity to provide an update on strategic objectives and present a summary of required activities relative to the contract approval process. There will be several DWC communication events which will be scheduled to assist with communication relative to these items, including joint meetings on September 28 and October 31.

Please note that the prescribed sequencing of required activities relative to the DWC/Customer and DWC/Chicago contract presents a logistically challenging sequence of events to ensure that both contracts remain fully authorized at all times, and that adequate time is allotted for the various municipal, DWC, and City of Chicago legislative processes to be completed in in the requisite order. This memorandum seeks to provide greater clarity relative to these events.

Required Municipal Board Legislative Activities:

It will be necessary for each municipal board to vote on two DWC-related items:

- 1) DWC/Customer Contract (*presented by DWC at the 9/28 Joint Meeting*), and;
- 2) DWC/Chicago Contract (*presented by DWC at the 10/31 Joint meeting*)

Each municipality will be a direct party to the Customer contract and will have a designated signature line accordingly. DWC will hold a Joint Meeting on September 28 to present the DWC/Customer contract, as required by Section 16 of the current contract. The status of the DWC customer contract is described in greater detail separately in this memorandum.

Relative to the DWC/Chicago contract, the municipalities will not be a signatory, but will need to provide a resolution concurring with the recommended action which is presented by the DWC at the October 31th Joint Meeting. The status of this item is also described in greater detail separately in this memorandum.

It is anticipated that municipalities may desire to act on both required activities at one meeting; therefore, DWC has prepared a matrix of sequenced activities which will present the opportunity to do so in November - but will be dependent upon the unique legislative process of each community. Following, please see the anticipated sequence of activities.

DWC Water Contracts Sequencing Matrix:

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
8/28/2023	Registered notice of Joint Meeting mailed	DWC
9/22/2023	IML Conference communication event	DWC
9/28/2023	DWC/Customer Contract [Joint Meeting #1]	DWC / Municipalities
9/28/2023	Notice provided for second Joint meeting	DWC
10/19/2023*	Alternative Source Water Presentation	DWC / Consultants
10/31/2023	DWC/Chicago Contract [Joint Meeting#2]	DWC / Municipalities
9/28/23 – 12/8/23	Municipal Board Customer contract approval	Municipalities
11/1/23 – 12/8/23	Municipal Board Chicago contract consent	Municipalities
12/8 - 12/21/2023	Customer contract municipal signatures	DWC/Municipalities
12/21/2023*	DWC Board - Customer contract approval	DWC
12/21/2023*	DWC Board - Chicago contract action	DWC

* *DWC Board meeting*

Following, please find a summary of current strategic initiatives, including detailed status of the contract negotiations as well as the alternative source water concept.

DWC / Customer Contract:

The DWC/Customer contract expires on February 28, 2024. Due to the number of governmental bodies which are party to the contract it is not practicable to engage the 28 governmental bodies in separate individual negotiations. Rather, a steering group of 8 municipal representatives was assembled to participate in preparation of the new DWC/Customer contract, assisted by the legal staff from the City of Naperville and the DuPage County States attorney.

Procedurally, it will be necessary to facilitate compliance with the process prescribed in Section 16 of the current contract, and to provide adequate time for municipalities to schedule individual legislative processes - which may include review by a subcommittee, or a first and second reading procedure. It is also anticipated that some municipalities may hold only one meeting in November due to the Thanksgiving holiday.

A memorandum provided separately describes the targeted dates and sequence of events, which will begin with a Joint Meeting of the governing bodies at the DWC on September 28th to present the contract. Following that meeting, municipalities will commence their legislative procedures with the objective of providing all municipal authorizations by early December. If the municipal (and private) signatories can authorize the contract by the DWC’s December 21 Board meeting, the contract will be fully executed at that time, with a backup date of January 18, 2024.

DWC / Chicago Contract:

The DWC/Chicago contract expires on March 19, 2024. DWC has been earnestly attempting to engage the City of Chicago in meaningful negotiations for several years, but very little progress was made with the former City of Chicago administration. While the new Chicago administration has been more engaged, it remains likely that a favorable contract will not be formalized prior to the expiration date of the current contract.

In particular, DWC has taken the positions that 1) the lower-rate “Cost-of-Service” commodity costing methodology established in the Joliet contract, should be included in the DWC contract effective immediately; and 2) DWC should be granted operational control and ownership of the Lexington Pumping facility (which was built by DWC and serves only DWC - but is under the control of Chicago in the existing contract). A satisfactory solution has not been agreed to by Chicago relative to either of these priorities. While we will continue to negotiate with Chicago in good faith, it is prudent to consider alternatives, should a satisfactory conclusion to negotiations not be possible.

Absent negotiation of a suitable agreement, DWC would consider extending the contract unilaterally for a period 10+ years. The current contract provides the DWC with the authority to extend the current contract for no less than 10 years. DWC could therefore extend the contract under the current terms and continue to negotiate with the City during that period of time.

In the event that another water purchaser (e.g. Joliet) receives water at a lower rate during that time, DWC would enforce our current favored nations clause for parity relative to rate and methodology. Additionally, the length of the Chicago contract extension could be established to facilitate construction of a new source water system should that alternative prove most favorable (see following alternative source water project summary).

In a manner similar to the process prescribed for the DWC/Customer contract, any action on the DWC/Chicago contract will require a rather complex sequence of events, including participation by the governing bodies of the DWC Customer municipalities. At minimum, this process will require the assembly of a Joint Meeting for discussion of the proposed action on the Chicago contract, followed by a municipal legislative process which must result in approval of the proposed action by ¾ of the DWC charter customer’s municipal boards.

Therefore, this process will include the following steps: 1) joint meeting of DWC customers with minimum 30 days notice, 2) municipal process to approve resolutions authorizing the proposed action on the Chicago contract, 3) authorization of the action by the DWC Board, and 4) notice of and/or approval of the action by the City of Chicago.

Alternative Source Water Project:

The conclusion of the existing Chicago contract presents an opportunity to consider the future of water supply for DuPage County and the larger suburban region. Due to commodity cost rate escalation from the City of Chicago and the absence of governance participation in the critical source water supply, DWC commenced an initiative in 2022 to study alternative supplies of Lake Michigan source water.

The initial study was completed in April, 2023 at which time a presentation was made to the DWC Board of Commissioners. The report indicated that it is technically feasible and financially viable to construct a new source water system which would be owned and operated by DWC and potentially other suburban partners. The initial study identified the “North” route as likely most

preferable, and recommended that following activities include engagement with other regional water wholesalers to determine if a partnership would be possible; through which the source water infrastructure would be jointly owned by participating suburban water agencies, essentially replacing the commodity service currently provided by Chicago. A partnership would increase the scale of the project, but the cost would be shared by more consumers, likely resulting in lower water rates when compared with DWC acting alone.

DWC therefore began engaging the Northwest Suburban Municipal Joint Action Water Agency (NSMJAWA) and the Northwest Water Commission (NWC), and both agencies expressed a desire to participate in further consideration of a source water project. DWC then directed consulting engineering firm, Carollo Inc, to update the report to evaluate the “North” route with partner agencies NSMJAWA and NWC. This report is now being completed, and a following engineering validation study will be performed by engineering firm Burns & McDonnell, and a financial validation study and strategy document will be performed by Raftelis, Inc.

The results of these studies will be presented to the DWC Board of Commissioners at the October 19, 2023 Board meeting, at which time details will be provided relative to project scope, cost, schedule, and financial implications - including the projected rate impacts. This meeting will be open to the public, and interested parties are encouraged to attend. Following the meeting, summary study information can be made available to DWC municipalities.

It should be noted that the October meeting is not intended to result in a decision regarding the source water project; rather to inform the DWC Board relative to the whether an alternative source water project presents a favorable alternative compared to a long-term Chicago contract. If so, it will be recommended that the project be advanced for further study and consideration. The results of the study may also inform the DWC Board relative to the desired length of the Chicago contract extension.

DWC Communication Enhancement Events:

As described above, there are many strategic initiatives and relatively complex activities underway with the DWC, customers, and partners agencies.

DWC appreciates the engagement and collaboration of the Customer Steering Committee relative to the DWC/Customer Contract, and will be focusing on enhanced outreach and engagement over the next several months. In particular, please consider attending the following, and of course feel free to reach out at any time with questions.

- | | |
|------------|---|
| 9/22/2023 | IML Conference communication event (<i>invitations pending</i>) |
| 9/28/2023 | DWC/Customer Contract [Joint Meeting #1] |
| 10/19/2023 | Alternative Source Water Presentation |
| 10/31/2023 | DWC/Chicago Contract [Joint Meeting #2] |



MEMORANDUM

To: DWC Municipal Customers, Mayors & Managers

From: Paul D. May, DuPage Water Commission General Manager

Date: 8/28/2023

Subject: **Procedural activities for approval of the DWC/Customer Water Contract**

As you are likely aware, the DWC/Customer Water Contract will expire on February 24, 2024. The DWC has been working diligently to advance the water contract extension for several years. This activity is concluding with a focused effort over the last 12 months which utilized a Customer Steering Group to assist in assembling the contract and performing the legal review on behalf of the municipal members. This process is described following:

Municipal Steering Committee & Legal Review:

There are 28 governing bodies that are signatories to the contract; therefore, it is not practicable to engage in individual contract negotiations with each municipality. For this reason, a steering group comprised of eight municipal representatives was assembled to represent the municipalities in preparation of the contract, which will become the water supply contract for the next 40-year period.

The objective of this collaboration was to ensure the document provides as much continuity with the previous contract as possible, while removing sections which no longer applied (primarily regarding the original water system construction). The municipal legal review for the document was performed concurrently by both the DuPage County States Attorney and the Naperville City Attorney.

This process has now been concluded with all parties recommending approval of the contract extension (Steering Committee, DuPage County States Attorney, Naperville City Attorney, and DWC). We now enter the legislative approval process which is prescribed by Section 16 of the current DWC/Customer contract, and which will require a somewhat complex sequence of activities by DWC, an assembled group of municipal customers' governing bodies, and each municipal board individually.

The following page includes a list of the attachments to this letter, as well as a summary and target timeline for the prescribed sequence of events necessary to approve a new DWC/Customer Contract prior to the expiration date.

Please feel free to contact me with any questions.



DWC / Customer Contract Approval Process & Procedures:

<u>Date</u>	<u>Action</u>	<u>Responsible Party</u>
8/28/2023	Registered notice of Joint Meeting mailed	DWC
8/28/2023	Email summary to Mayors and Managers	DWC
9/28/2023	DWC/Customer Contract Joint Meeting 9:00 AM at DWC	DWC / Municipalities
9/28/23 – 12/8/23	Municipal Board contract approval	Municipalities
12/21/2023	Document circulated for municipal signatures	DWC/Municipalities
12/21/2023	DWC Board contract approval [Target date]	DWC

Attachments:

1. DWC/Customer Contract procedural memorandum (*this document*)
2. DWC Registered Mailing to Mayors/Presidents RE: Joint Meeting of Governing Bodies
3. DWC Water Purchase and Sale Contract [clean]
4. DWC Water Purchase and Sale Contract [redline]
5. DRAFT Municipal Water Purchase and Sale Ordinance Template
6. DWC Strategic Initiatives Summary memorandum



August 28, 2023

RE: DuPage Water Commission / Customer Water Contract Extension [JOINT MEETING]

Dear Mayor,

As you are likely aware, the DuPage Water Commission/Customer Contract will expire on February 24, 2024. Prior to that date, it is necessary for each municipal governing body to approve a contract extension, followed by the DuPage Water Commission Board of Commissioners.

Municipal Steering Committee & Legal Review:

There are 28 governing bodies that are signatories to the contract; therefore, it is not practicable to engage in individual contract negotiations with each municipality. For this reason, a steering group comprised of eight municipal representatives was assembled to represent the municipalities in preparation of the contract, which will become the water supply contract for the next 40-year period.

The objective of this collaboration was to ensure the document provides as much continuity with the previous contract as possible, while removing sections which no longer applied (primarily regarding the original system construction). The municipal legal review for the document was performed concurrently by both the DuPage County States Attorney and the Naperville City Attorney.

This process has now been concluded with all parties recommending approval of the contract extension (Steering Committee, DuPage County States Attorney, Naperville City Attorney, DWC). Following separately by e-mail transfer, please find a copy of the proposed contract as well as a procedural memorandum and ordinance template.

Lastly, pursuant to Section 16 of the current contract, a Joint Meeting of all governing bodies must be held to provide a venue for the discussion of the proposed contract extension – a proxy representative may attend on your behalf. During the meeting, DWC will also provide an update relative to other ongoing initiatives including the Chicago water contract and an alternative source water project. The Joint Meeting is scheduled at the following time:

DWC/Customer Water Supply Contract Joint Meeting of Governing Bodies

9:00 AM September 28, 2023, DWC Public Meeting Room
600 E. Butterfield Road, Elmhurst, IL 60126

Sincerely,

James F. Zay
Chairman

CE: Village Manager
File

Odelson, Murphey, Frazier & McGrath, Ltd.

3318 West 95th 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

Memorandum

VIA E-MAIL

To: Bryon Vana

From: John B. Murphey

Date: September 25, 2023

Re: DuPage Water Commission/ “Water Purchase and Sale Contract”

I have reviewed the draft “Water Purchase and Sale Contract” between the DuPage Water Commission and its “Contract Customers,” including the City of Darien. I have no objection to the City Council approving this Contract.

By way of background, when the DuPage Water Commission (DWC) was formed in the mid-1980s, it was not certain as to which municipalities would immediately join DWC and which ones would take a wait-and-see approach. As a result, the original DWC agreement created two classes of customers – “Charter Customers” and “Subsequent Customers.” Darien was a Charter Customer. Under the original agreement, those municipalities who joined DWC in later years were referred to as “Subsequent Customers.” Under the original DWC contract, Subsequent Customers had to pay what amounted to a catch-up fee representing their share of the monies they would have paid for things like capital, financing, and administration costs had they come in as Charter Customers.

There is no longer a need for the Charter Customer – Subsequent Customer distinction. Therefore, much of the new agreement amounts to non-substantive housekeeping clean-up. For example, all members are now referred to as “Contract Customers.” The remaining edits are non-substantive.

There is one substantive definitional change which should be noted. That is a new definition for “Water Supply Contract”:

. . . means the Water Supply Contract dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

As you will update the Council, DWC is in negotiations with Chicago toward a new long-term contract. If DWC is not able to reach a satisfactory agreement with Chicago, DWC will exercise its right to extend the current water supply agreement with Chicago for another 10 years. This new definition is included to provide DWC with negotiating and implementation flexibility.

I am attaching a copy of the uniform ordinance which DWC is requesting each member to adopt. The template has been adapted to the Darien form.

Please review and call with questions. Thanks.

JBM/sml
Enclosure

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT
BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS**

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

THIS 6th DAY OF NOVEMBER, 2023

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of November, 2023.**

ORDINANCE NO. _____

AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS

WHEREAS, the City of Darien is a current customer of the DuPage Water Commission (the “Commission”) pursuant to the Water Purchase and Sale Contract between the DuPage Water Commission and Charter Customers dated June 11, 1986 (the “Original Contract”); and

WHEREAS, the Original Contract expires on February 24, 2024;

WHEREAS, the Commission and current customers desire and intend to enter into a new Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers (the “New Contract”) (attached hereto as [Exhibit 1](#) and incorporated as if fully set forth herein) whereby the Commission will supply water to the customers according to the terms and conditions of the New Contract negotiated between them; and

WHEREAS, the Darien City Council deems it to be in the best interests of the City of Darien and its residents to approve and enter into the New Contract.

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: Recitals. The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the City Council.

SECTION 2: Water Purchase and Sale Contract. The Water Purchase and Sale Contract Between The DuPage Water Commission and Contract Customers attached hereto and by this reference incorporated herein and made a part hereof as [Exhibit 1](#), shall be and hereby is

ORDINANCE NO. _____

approved and ratified.

SECTION 3: Authorization. The Mayor is hereby authorized and directed to execute the Water Purchase and Sale Contract between The DuPage Water Commission and Contract Customers attached as [Exhibit 1](#) on behalf of the City of Darien.

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

SECTION 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 6th day of November, 2023.

AYES _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

DU PAGE WATER COMMISSION
Counties of DuPage, Cook, Kane and Will, Illinois

WATER PURCHASE AND SALE CONTRACT

Between

The DuPage Water Commission

and

Contract Customers

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL ILLINOIS

AND

VILLAGE OF ADDISON
VILLAGE OF BARTLETT
VILLAGE OF BENSENVILLE
VILLAGE OF BLOOMINGDALE
VILLAGE OF CAROL STREAM
VILLAGE OF CLARENDON HILLS
CITY OF DARIEN
VILLAGE OF DOWNERS GROVE
COUNTY OF DUPAGE
CITY OF ELMHURST
VILLAGE OF GLENDALE HEIGHTS
VILLAGE OF GLEN ELLYN
VILLAGE OF HINSDALE
VILLAGE OF ITASCA
VILLAGE OF LISLE
VILLAGE OF LOMBARD
CITY OF NAPERVILLE
VILLAGE OF OAK BROOK
CITY OF OAKBROOK TERRACE
VILLAGE OF ROSELLE
VILLAGE OF VILLA PARK
VILLAGE OF WESTMONT
CITY OF WHEATON
VILLAGE OF WILLOWBROOK
VILLAGE OF WINFIELD
CITY OF WOOD DALE
VILLAGE OF WOODRIDGE
ILLINOIS-AMERICAN WATER COMPANY
ARGONNE NATIONAL LABORATORY
AQUA ILLINOIS

WATER PURCHASE AND SALE CONTRACT
DATED AS OF _____, ____

WATER PURCHASE AND SALE CONTRACT

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EXHIBIT 1 Map - [LINK TO MAP](#)

DuPAGE WATER COMMISSION
COUNTIES OF DuPAGE, COOK, KANE AND WILL, ILLINOIS
WATER PURCHASE AND SALE CONTRACT

This Water Purchase and Sale Contract, dated as of XX, by and between the DuPage Water Commission, Counties of DuPage, Cook and Will, Illinois (the "Commission"), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the "Acts"), and each of the following units of local government and private water providers in the State of Illinois:

Unit of Local Government

Village of Addison	Village of Lisle
Village of Bartlett	Village of Lombard
Village of Bensenville	City of Naperville
Village of Bloomingdale	Village of Oak Brook
Village of Carol Stream	City of Oakbrook Terrace
Village of Clarendon Hills	Village of Roselle
City of Darien	Village of Villa Park
Village of Downers Grove	Village of Westmont
County of DuPage	City of Wheaton
City of Elmhurst	Village of Willowbrook
Village of Glendale Heights	Village of Winfield
Village of Glen Ellyn	City of Wood Dale
Village of Hinsdale	Village of Woodridge
Village of Itasca	

~~Others~~ Private Utilities

Illinois- American Water Company
Argonne National Laboratory
Aqua Illinois

WITNESSETH:

WHEREAS, the Commission has been organized under said division and the Acts~~act (collectively, the "Act") to supply water within its territorial limits;~~ and

WHEREAS, the aforementioned units of local government (the "Contract Customers" as hereafter defined) have each executed counterparts of this Contract and are authorized under the Acts to receive potable water from Lake Michigan ("Lake Water" as hereafter defined) through the instrumentality of the Commission and, by executing this Contract are enabling the Commission to construct and complete its waterworks system (the "Waterworks System" as hereafter defined); and

WHEREAS, the Contract Customers each have a waterworks system (a "Unit System" as hereafter defined) and have each received or may properly petition to receive from the State of Illinois Department of Natural Resources, Office of Water Resources, a "Water Allocation" as hereafter defined; and

WHEREAS, the Commission has entered into a contract to purchase Lake Water sufficient to meet the water supply needs of the Commission and the Contract Customers and others (the "Water Supply Contract" as hereafter defined); and

WHEREAS, the Commission proposes to issue and sell its "Bonds" as hereafter defined from time to time during the term of this Contract in sufficient amounts for the payment of: "Cost of the Project" as hereafter defined; and

WHEREAS, the Bonds will be issued from time to time by the Commission pursuant to a "Bond Resolution" as hereafter defined; and

WHEREAS, pursuant to the Acts, Article VII, Section 10 of the Illinois Constitution of 1970, ~~and~~ the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, as amended, and the Public Utilities Act, 220 ILCS 5/1 *et seq.*, as amended, the Commission and its Customers are authorized to enter into this Contract; and

WHEREAS, by the execution of this Contract, its Customers are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly limited to this Contract, nor is the Commission surrendering any of its rights to the ownership and operation of its Waterworks System, but all expressly assert their continued right to operate such systems; and

WHEREAS, it is known to its Customers that the Commission may use this Contract as the basis for obtaining loans from time to time to be evidenced by the issuance of the Bonds and for payment of the principal of and premium, if any, and interest on the Bonds and as the means for the payment of its maintenance and operating expenses; and for the establishment and maintenance of accounts and reserves for such purposes as may be required in the Bond Resolution authorizing issuance of Bonds or authorized by applicable statutes; and

WHEREAS, its Customers recognize that the Commission may in the future enter into contracts with other "Subsequent Customers" as hereafter defined and other customers as may be served from time to time who have Water Allocations; and

WHEREAS, the Commission, in Article VI, Section 7.b of its By-Laws, requires a greater than majority vote containing a certain composition of Commissioners to validate certain motions, resolutions or ordinances; and the Contract Customers enter into this Contract in reliance upon the continuation of procedural rules of the Commission as set forth in said Article VI, Section 7.b which grant this vote and composition; and

WHEREAS, this Contract also contains certain requirements for the nature and composition of the vote of the Commission required to effectuate certain actions relating to the contractual rights of the Contract Customers herein; and such Contract Customers execute this Contract in reliance upon the continuation of such requirements for the term of this Contract; and

WHEREAS, the Contract Customers have entered into this Contract in reliance upon Section 2 (j) of the Water Commission Act of 1985 which provides that units of local government may enter into contracts for the supply of Lake Water with the Commission in contemplation of and reliance upon the pledge of the State of Illinois that no subsequent legislation would impair or limit the power or ability of a County Water Commission or a unit of local government fully to carry out the terms of any contract for the supply of Lake Water; and, in particular, the rights of the Contract Customers and the obligations of the Commission under this Contract are intended by the Contract Customers and acknowledged by the Commission to be subject to such pledge and agreement of the State of Illinois;

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the parties hereto hereby agree as follows:

The preambles hereto are hereby incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this Contract. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this Contract, unless the context clearly indicates a different meaning is intended.

“Aggregate Costs” means Operation and Maintenance Costs, Fixed Costs and Underconsumption Costs, collectively, as herein defined.

“Bonds” means all of the Commission’s obligations which are payable from the revenues of the Waterworks System, whether in the form of bonds, notes, or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time and refunding revenue obligations issued to refund other such obligations.

“Bond Resolution” means the Commission’s bond resolution or bond resolutions or bond ordinance or bond ordinances under which the Commission will authorize the issuance of and issue Bonds.

“Charter Customers” means the units of local government that executed the original contract between the Commission and its customers dated June 11, 1986.

“Commission” means the DuPage Water Commission, Counties of DuPage, Cook, Kane and Will, Illinois.

“Contract” means this Contract.

“Contract Customers” collectively means Charter Customers and any other entity that has executed a contract with the Commission to receive Lake Michigan Water from the Commission and wholesale it to the public prior to the date of this Contract.

“Cost of the Project” means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements, and rights-of-way over lands and waters; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, and the installation of mains and pipelines; costs of financing and administration during any period of acquisition, erection, construction, rehabilitation, repair, replacement or installation, as aforesaid; costs of repayment of such interim indebtedness as may be incurred for such costs, including administrative expenses prior to issuance of Bonds for a Project; and costs for such other purposes, including without limitation reasonable reserves and working capital, as may be determined by the Commission.

“Customer” means any customer purchasing water from the Commission.

“Fiscal Year” means the fiscal year of the Commission.

“Fixed Costs” means an amount sufficient, at all times, to pay the principal of and premium, if any, and interest on Bonds, to provide reserves required therefor, to provide an adequate depreciation fund for the Waterworks System, to comply with the covenants of the Bond Resolution, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operations and Maintenance Costs.

“Full Water Requirements” means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or without the corporate limits or applicable service area of such Customer.

“Lake Water” means potable, filtered water drawn from Lake Michigan.

“Minimum Take or Pay Requirement” means a requirement that a certain minimum amount of Lake Water from the Waterworks System will be taken or, if not taken, will be paid for on the same basis as if taken.

“Operations and Maintenance Costs” means amounts payable under the Water Supply Contract, but not including Underconsumption Costs except as provided in Section 10 of this Contract, and similar water supply contracts, and all expenses incurred in the administration, operation and maintenance of the Waterworks System and the accumulation of reserves related to payment of said costs. Upon the adoption of a Bond Resolution by the Commission in connection with the sale of Bonds, Operation and Maintenance Costs payable under this Contract shall in any month at least be equal to the amount required to be deposited in that month into the operation and maintenance fund or account created under the Bond Resolution.

“Project” means any acquisition or construction for the provision of Lake Water related to the Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, repair, maintenance or replacement thereof.

“Subsequent Customer” means a customer of the Waterworks System which has a Water Allocation, is not a Contract Customer and is served pursuant to a Subsequent Contract executed after the Effective Date of this contract.

“Subsequent Contract” means a contract which provides for a Customer to take its Full Water Requirements from the Waterworks System or contains a Minimum Take or Pay Requirement and which contract further provides for storage and other requirements, terms of payment (expressly subject to the following sentence), Force Majeure and Commission Defaults substantially the same as Sections 3, 6, 13, 14, and 15 hereof (which provisions may relate to a Full Water Requirements agreement or a Minimum Take or Pay Requirement agreement as the case may be). The rate or charges for Lake Water may be higher than those provided herein, and only the terms of payment need be substantially the same.

“Trustee” means the trustee provided in the Bond Resolution.

“Underconsumer” means, for any given year, a Contract Customer which takes less Lake Water in such year than its Water Allocation times 365 times the Underconsumption Ratio for such year.

“Underconsumption” means the amount by which the amount of Lake Water actually taken by a Contract Customer is less than the Underconsumption Ratio times such customer’s Water Allocation times 365.

“Underconsumption Costs” means any amount which the Commission is obligated to pay under the Water Supply Contract solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Water Supply Contract.

"Underconsumption Ratio" means, for any given year, (i) the minimum amount of Lake Water required to be taken by the Commission under the Water Supply Contract divided by (ii) the sum of the Water Allocations of all Contract Customers times 365.

"Unit System" means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time of a Contract Customer.

"Water Allocation" means, with respect to a Customer, such Customer's allocation and allowable excess from time to time of Lake Water pursuant to the Level of Lake Michigan Act, as amended from time to time as ordered by the Illinois Department of Natural Resources; or such other amounts of Lake Water as a Customer may lawfully take.

"Water Supply Contract" means the water supply contract, dated March 19, 1984, between the Commission and the City of Chicago, Illinois, as amended, supplemented or extended from time to time, or any alternative water supply agreement.

"Waterworks System" means all the Commission's facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water to Customers which may be modified, amended and supplemented from time to time by the Commission in its sole discretion to serve the Lake Water needs of only those Customers or potential Customers located within the territorial limits of the Commission or within territory which becomes part of "included units" in the Acts.

Section 2. Water Supply.

(a) Agreement to Purchase and Sell. Subject to the provisions of this Contract, the Commission shall sell to each Contract Customer and each Contract Customer agrees to purchase from the Commission an amount of Lake Water necessary from time to time to serve its Full Water Requirements. The Commission's obligation to each Contract Customer, however, to deliver Lake Water hereunder shall be limited to a maximum annual amount equivalent to such Contract Customer's then current Water Allocation and to a maximum rate of Lake Water in any one hour equal to 1.7 times such Contract Customer's Water Allocation divided by 24. Further, the Commission's obligation to each Contract Customer to deliver Lake Water at a maximum hourly rate shall be divided among the connection points, if more than one of each such Contract Customer as provided in the design of the Waterworks System.

(b) Certain Limits on Supply and Commission's Power to Contract. The Commission shall use its best efforts to furnish Lake Water to the Contract Customers as hereinabove provided, but its obligation hereunder shall be limited by (i) the amount of Lake Water from time to time available to the Commission; (ii) contracts between the Commission and its other Customers; (iii) the capacity of the Waterworks System; and (iv) ordinary transmission loss, including standard metering error, between the

Commission's source of supply and the points of delivery. The Commission shall not enter into contracts with other Customers that would cause the Commission to be obligated to sell Lake Water in excess of the least of (i) Waterworks System capacity, (ii) the maximum amount of Lake Water available under the Water Supply Contract or (iii) an amount which would decrease the amount of Lake Water then being supplied or to be supplied in the future to the Contract Customers.

(c) Emergency or Maintenance Shut-Off. The Commission undertakes to use reasonable care and diligence to provide a constant supply of Lake Water as herein provided for, but reserves the right at any time temporarily to turn off the Lake Water in its mains for emergency and maintenance purposes. The Commission shall give to the Contract Customers notice not less than forty-eight (48) hours in advance of any such turn-off, except that in emergencies it shall give notice which is reasonable under the particular circumstances.

(d) Curtailment; Emergency Use of Other Sources. If it becomes necessary for the Commission to limit its delivery of Lake Water to its Customers for any reason, each Contract Customer shall be entitled to the fullest extent possible to receive during such period of curtailment its pro rata share of Lake Water available as determined by the ratio of its total Lake Water use during the prior Fiscal Year to the sum of Lake Water use during the prior Fiscal Year of all Customers entitled to Lake Water during such period of curtailment. Nothing in this Contract shall be construed to prohibit each Contract Customer from serving its customers in cases of emergency, or when the Commission for whatever reason is unable to meet such Contract Customer's Full Water Requirements, from any source including wells owned by such Contract Customer and maintained for emergency use.

(e) Water Quality. The Commission further undertakes to provide that all Lake Water delivered to the Commission under said contracts shall be of such quality, at the point of delivery to the Commission under said contracts, as to meet the requirements of any Federal, State or local agency as shall have jurisdiction from time to time for the operation of public water supplies. The Commission shall supply each Contract Customer with Lake Water of a quality commensurate with that furnished other Contract Customers, and meeting state and federal water quality standards. The Commission bears no responsibility for the contamination of Lake Water or deterioration of water quality occurring beyond the points of delivery to the Contract Customers.

Section 3. Storage, Delivery, Distribution and Conservation.

(a) Storage. The Water Supply Contract currently requires the Commission to provide for and maintain water storage within the Waterworks System and certain Customer Unit Systems, collectively, of sufficient capacity to store not less than two times the annual average daily water demands (including operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of the storage requirements.) In the event the City of Chicago enforces the minimum water storage standards and thereby requires the Commission to provide additional water storage and

capacity, then this Section will apply. Each Contract Customer agrees to use its best efforts to increase the water storage capacity of its Unit System; but in no event shall a Contract Customer be required to increase the water storage capacity contained in its Unit System (including its operable shallow well capacity which may be counted towards meeting up to ten percent (10%) of its storage requirements) to an amount more than twice the amount of its then annual average daily water demand, less that portion of the Commission's storage capacity in its Waterworks System equal to such Contract Customer's annual average daily water demand divided by the total annual average daily water demands of all Customers (to the extent that such Customers are included as parties for whom storage must be provided and maintained under the provisions of the Water Supply Contract) .

(b) Points of Delivery, Back-Flows, Pressure. The points of delivery shall be defined as the points of outlet where the Lake Water delivered hereunder leaves the Waterworks System and enters a Unit System. These points will be to the lesser of ten feet downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations. The number and location of connections to each Contract Customer's system are shown on Exhibit 1. Each Contract Customer shall receive its supply of Lake Water downstream of the Commission's metering stations at pressures that will vary from time to time. Each point of delivery shall have a pressure adjusting or rate control station. Each Contract Customer is responsible for the siting, design, construction, operation, maintenance and replacement of the pressure adjusting or rate control stations supplied by Contract Customer to convey water from the Waterworks System into the Unit System.

Future construction and modification of plans and specifications of the pressure increasing/reducing stations shall be submitted to the Commission for review and approval, which shall not be unreasonably withheld.

Each Contract Customer's operation of its pressure adjusting or rate control stations shall not cause surges or back-flows into the Waterworks System nor shall the operation of the Customer's pressure adjusting or rate control facilities cause the Waterworks System pressure to drop below 20 psi. The Commission shall not be responsible for any damage to the Unit System caused by design, operation or maintenance of the Customer's connection facilities to the Waterworks System.

(c) Contract Customer to Maintain Water Quality and Unit System and to Prevent Waste. Each Contract Customer agrees to operate its Unit System from the points of delivery on to the consumer in such a manner as at no time to place the Commission and the Waterworks System in jeopardy of failing to meet the regulations of any agency or governmental authority having jurisdiction for its operation of public water supplies. Each Contract Customer also agrees to notify the Commission as promptly as possible of all emergency and other conditions which may directly or indirectly affect the quantity or quality of the Lake Water received hereunder or the Waterworks System.

Section 4. Measuring Equipment.

(a) Commission to Supply Equipment, Official Record. The Commission shall furnish, install, own, operate, maintain, repair and replace, at its own expense, at the points of delivery the necessary equipment and devices of a type meeting the standards of the American Waterworks Association for measuring properly the quantity of Lake Water delivered under this Contract, together with such above-ground structures as the Commission shall deem necessary to house such equipment and devices. Such meter or meters and other equipment so installed and structures so constructed shall remain the property of the Commission. Such structures and equipment shall be located at sites selected and provided by each Contract Customer, respectively, for Lake Water delivered to it, for such purpose. Such sites shall be subject to review and approval by the Commission, which shall not be unreasonably withheld. Each Contract Customer shall grant to the Commission a property interest in each respective site sufficient to enable the Commission to install, use, operate and maintain such structures and equipment during the term of this Contract; however, each Contract Customer shall be responsible for maintaining the grounds and landscaping, including but not limited to shrubbery and other plantings, located on each site provided. The Commission and each Contract Customer shall have access to such structures and equipment for examination and inspection at all reasonable times, but the reading for billing purposes, calibration and adjustment thereof shall be done only by the employees or agents of the Commission. For the purpose of this Contract, the official record of readings of the meter or meters shall be the journal or other record book of the Commission in its office in which the records of the employees or agents of the Commission who take the readings are or may be transcribed. Upon written request of a Contract Customer, the Commission will give the Contract Customer a copy of such journal or record book, or permit the Contract Customer to have access thereto in the office of the Commission during regular business hours.

(b) Calibration. At least once in each Fiscal Year, the Commission shall calibrate its meters dedicated to measuring Lake Water to a Contract Customer if requested in writing by such Contract Customer to do so, in the presence of a representative of the Contract Customer, and the Commission and such Contract Customer shall jointly observe any adjustments which are made to the meters in case any adjustments shall be necessary, and if any check meters as hereinafter provided for have been installed, such meters shall also be calibrated by the Contract Customer in the presence of a representative of the Commission and the Commission and such Contract Customer shall jointly observe an adjustment in case any adjustment is necessary.

(c) Check Meters. A Contract Customer may, at its option and its own expense, install and operate a check meter to check each meter installed by the Commission, but the measurement of Lake Water for the purpose of this Contract shall be solely by the Commission's meters, except in the cases hereinafter specifically provided to the contrary. All such check meters shall be of standard make and shall be subject at all

reasonable times to inspection and examination by any employee or agent of the Commission, but the calibration and adjustment thereof shall be made only by such Contract Customer, except during any period when a check meter may be used under the provisions hereunder for measuring the amount of water delivered, in which case the calibration and adjustment thereof shall be made by the Commission with like effects as if such check meter or meters had been furnished and installed by the Commission.

(d) Variations between Meters; Reconciliation. Notwithstanding the foregoing, if the Commission or any Contract Customer at any time observes a variation between a delivery meter and a check meter, if any such check meter shall have been installed, or any other evidence of meter malfunctions, such party shall promptly notify the other party and the Commission and such Contract Customer shall then cooperate to procure an immediate calibration test and adjustment of such meter to accuracy and shall jointly observe any such adjustment. The party who discovers such variation shall give the other party notice not less than forty-eight (48) hours prior to the time of all tests of meters (which tests shall be conducted during normal working hours) so that the other party may conveniently have a representative present. If said representative is not present at the time set in such notice, calibration and adjustment may, notwithstanding any other provision of this paragraph, proceed in the absence of said representative. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of two percent (2%), registration thereof shall be corrected by agreement of the Commission and such Contract Customer based upon the best data available, for a period extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (1/2) of the time elapsed since the last date of calibration, but in no event further back than a period of 183 calendar days of meter operation. If for any reason any meters are out of service or out of repair so that the amount of Lake Water delivered cannot be ascertained or computed from the reading thereof, the Lake Water delivered during the period such meters are out of service or out of repair shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of Lake Water delivered during such period shall be estimated (i) by correcting the error if the percentage of the error is ascertainable by calibration tests of mathematical calculations, or (ii) if the error is not ascertainable by calibration tests or mathematical calculation, by estimating the quantity of delivery by considering deliveries during preceding periods under similar conditions when the meter or meters were registering accurately.

(e) Removal of Commission Metering Station. Within ninety (90) days after the termination of this Contract (absent a failure to renew), the Commission shall at its own expense remove metering equipment and stations from and restore the property of each Contract Customer to which such termination without renewal applies. If the Commission fails to remove and restore, as aforesaid, the Contract Customer affected may elect to enforce its right to same or to take title to such equipment and station.

Section 5. Unit of Measurement. The unit of measurement for Lake Water delivered hereunder shall be gallons of water, U.S. Standard Liquid Measure, and all measuring devices shall, unless the Commission and affected Contract Customer otherwise agree, to be so calibrated. In the event that it should become necessary or desirable to use other units of measurement, the basis of conversion shall be that 7.48 gallons is equivalent to one (1) cubic foot.

Section 6. Prices and Terms of Payment.

(a) Operation and Maintenance Costs; Underconsumption Costs. Each Contract Customer shall pay a share of Operation and Maintenance Costs for each month, which shall be an amount equal to the then current price per 1,000 gallons for Operation and Maintenance Costs times the quantity of Lake Water divided by 1,000 delivered by the Waterworks System to such Contract Customer for such month. At any time no Lake Water is being supplied through the Waterworks System to Contract Customers, each Contract Customer's share of monthly Operation and Maintenance Costs shall be that proportion of those costs which such Contract Customer's Water Allocation bears to the total Water Allocations of all Contract Customers required to make Operation and Maintenance Costs payments during the same period. The Commission may require Subsequent Customers to pay for any month a share of Operation and Maintenance Costs, which share may be based upon a rate or proportion higher than that which is applicable to Contract Customers. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer.

Each Underconsumer shall pay its share of Underconsumption Costs as determined and assessed by the Commission after notification of such costs by the City of Chicago or any subsequent water supplier. Each Underconsumer's share of Underconsumption Costs for a year shall be equal to the ratio of its Underconsumption to the aggregate Underconsumption of all Underconsumers for such year.

(b) Fixed Costs. Each Contract Customer agrees to pay its share of Fixed Costs for each Fiscal Year, which share shall be payable monthly and shall be that proportion of Fixed Costs which such Contract Customer's Full Water Requirements for the two preceding calendar years prior to such Fiscal Year bears to the sum of the Full Water Requirements or Minimum Take of Pay Requirements, as applicable, of all those Contract Customers for such two preceding calendar years. The Commission may require Subsequent Customers to pay for any month a share of Fixed Costs which is greater than said proportion. Such requirement of a greater share may but need not be applied by the Commission to reduce the shares of said costs payable in any month by the Contract Customers; provided, however, that in no event shall the Commission reduce the shares of Contract Customers by an amount which exceeds the amount that is available due to such greater share being paid by a Subsequent Customer. Prior to

the Commission's delivery of Lake Water to any Contract Customer for two (2) calendar years, each Contract Customer's share of monthly Fixed Costs shall be that portion of Fixed Costs which such Contract Customer's Water Allocation bears to the total Water Allocations of Contract Customers.

(c) Bills and Due Date. The Commission shall notify each Contract Customer of such Contract Customer's share of Aggregate Costs for a month on or before the tenth (10th) day of the following month. The Contract Customer's share of Aggregate Costs for a month shall be due and payable and must be received at the offices of the Commission on or before the tenth day of the month following the month of the Commission's notification. If the Commission provides the notice later than the tenth (10th) day of the month, Contract Customer shall have twenty-eight (28) days from the date of notification to make said payment.

(d) Default Shares. If any Customer shall default in the payment to the Commission of any part of its share of Aggregate Costs, or any part of the payment of its share due pursuant to this subsection 6(d), each Contract Customer agrees to pay a share of the amount so in default to the Commission, which share shall be in the same proportion as such Contract Customer's share of the Aggregate Costs for the month prior to the month of the default bears to the sum of the shares of Aggregate Costs in that month of all Contract Customers obligated to make payments under this subsection 6(d) not in default. A Contract Customer's share of defaulted Aggregate Costs, or such defaulted payment of shares, as the case may be, shall be due and payable twenty-one (21) days after the Commission's written demand therefor. The demand shall include the Commission's calculations of the amount due by the Contract Customer hereunder. If and when the defaulting Customer makes a payment to the Commission of a defaulted amount or interest thereon for which the Contract Customers have made a payment to the Commission under this paragraph, the Commission will pay to each Contract Customer its proportionate share of such amount, including any such interest paid thereon.

(e) Disputed Payments. If a Contract Customer desires to dispute all or any part of any payments under this Agreement, the Contract Customer shall nevertheless pay the full amount of any such payment when due and include with such payment written notification to the Commission that charges are disputed, the grounds for dispute and the amount in dispute.

Upon receipt of notification of dispute, representatives of the Commission shall meet with representatives of the Contract Customer to resolve such dispute. No adjustment or relief on account of any disputed charges shall be made unless disputed charges are the subject of such notice within twenty-one (21) days of receipt by Contract Customer of the bill, or within a reasonable period from the time the Contract Customer knew or should have known of the facts giving the rise to the dispute.

The Commission and the Contract Customer shall promptly attempt and continue efforts to resolve the dispute. In the event that it is determined that the Contract

Customer shall have overpaid, it shall receive a refund with interest at the rate set out in subsection (f).

(f) Interest on Overdue Payments. If a Contract Customer shall fail to make any payment required under this Contract on or before its due date, such Contract Customer shall be in default, and interest on the amount of such payment shall accrue during the period of non-payment at the maximum legal rate payable by an Illinois non-home rule unit, not to exceed the higher of the weighted average effective interest rate on all series of Bonds of the Commission any of which are then outstanding plus two percent (2%) or the prime rate from time to time announced by the largest commercial bank, measured in terms of total assets, located and doing banking business in the State of Illinois, plus five percent (5%), from the date such payment becomes due until paid in full with interest as herein specified. In the event such payment is not made within thirty (30) days from the date such payment becomes due, the Commission may at its option and in its discretion reduce or discontinue delivery of Lake Water to the Contract Customer until the amount due the Commission is paid in full with interest as herein specified. The Commission shall give notice to the Contract Customer not less than twenty (20) days prior to the event of its intention to reduce or discontinue delivery of Lake Water in accordance with this subsection (f) and shall provide the Contract Customer an opportunity for a hearing prior to any reduction or discontinuance. If the Commission reduces or discontinues the delivery of Lake Water under such circumstances, the Contract Customer shall, nevertheless, continue to be liable to pay all charges herein provided for. The rights specified in this subsection shall be in addition to all other rights and remedies available to the Commission at law or in equity for breach of any of the provisions of this Contract.

(g) Security Deposit. If a Contract Customer is in default in any payment due under this Contract and the default is not cured within thirty (30) days after the due date of the defaulted payment, the Commission may, at its option, require such Contract Customer, as a further obligation under this Contract, to deposit as security for the payment of such Contract Customer's obligations hereunder a reasonable amount determined by the Commission. The Contract Customer's compliance with the Commission's demand for a security deposit shall be a condition precedent to the curing of such Contract Customer's default and the restoration of the Lake Water service to such Contract Customer, if abated or reduced by reason of such default. The security deposit or any part thereof may, at the Commission's discretion, be applied to any subsequent default by the Contract Customer in any payments due hereunder. If so applied, the Contract Customer shall provide funds within three (3) business days to restore the security deposit to the amount required by the Commission. At the earliest of the end of the term of this Contract, a term of two (2) years after the curing of the most recent default by the Contract Customer, or at such time that the Commission may in its sole discretion determine, any security deposit shall be returned to the Contract Customer if the Contract Customer has performed all its obligations under this Contract.

(h) Rates to Contract Customers Same. No change in the rates or charges under this Contract for any Contract Customer may be made unless the same change is made for all Contract Customers.

(i) Limitation on Payments; Net Indebtedness of Contract Customers. Notwithstanding any other provisions of this Contract to the contrary, the payments required to be made by each Contract Customer under this Contract shall be required to be made solely from revenues to be derived by such Contract Customer from the operation of its Unit System. This Contract shall not constitute an indebtedness of any Contract Customer within the meaning of any statutory or constitutional limitation.

(j) May Use Other Moneys. Notwithstanding the provisions of Subsection (i) of this Section, the Contract Customers are not prohibited by this Contract from using other available funds to make the payments required by this Contract.

(k) Sole Method for Contract Customers to Enforce Provisions Hereof Against Other Customers. Each Contract Customer acknowledges that its obligations to make payments hereunder are of benefit to each other Contract Customer and to Subsequent Customers as such other Customers' obligations are of benefit to the Contract Customer. Accordingly, each Contract Customer agrees that, in addition to the Commission, Bondholders, a Trustee or other parties by law entitled to enforce the provisions of this Contract, any three (3) or more Subsequent Customers acting together may enforce the provisions of this Section 6, but only if the Commission has not acted to enforce such provisions within ninety (90) days of failure to make a payment hereunder. Any rights any Contract Customer has under this Contract or other contracts with the Commission shall be limited in enforcement as set forth herein.

(l) Beginning of Obligation to Pay. The obligation to make any and all payments under this Contract shall begin the month immediately following the issuance of any Bonds or the obtaining of Lake Water from the Commission, whichever is later.

(m) Provision in Lieu of Water Allocation. At any time when no Water Allocation is in effect for a Customer and reference to a Water Allocation is necessary to give meaning to a term of this Contract, the Water Allocation for such Customer shall be deemed to be such Customer's Full Water Requirements for the then most recently completed calendar year divided by 365.

Section 7. Procedural and Other Limitations; Further Covenants of the Commission. Notwithstanding any other provisions of this Contract, the Contract Customers shall have the rights enumerated within this section and the Commission in its activities shall be obligated in the manner provided in this section.

(a) Procedural Rule. No motion, resolution or ordinance concerning the subjects enumerated below shall be adopted by the Commission except by at least a majority affirmative vote of all of the Commissioners which majority must contain the votes of at least one-third (1/3) of the Commissioners appointed by the County Board

Chairman and forty percent (40%) of the Commissioners appointed by the Mayors as provided in the Acts: (1) Approval of individual contracts or a series of contracts related to a single Project in an amount in excess of \$100,000; (2) Setting of rates for the sale of Lake Water to Contract Customers; (3) Borrowing funds; (4) Exercise of eminent domain powers; (5) Employment of the General Manager and Financial Administrator, and managerial and professional consultants; (6) Amendment of the Water Supply Contract or (7) entering into any agreement to provide Lake Michigan Water to a Subsequent Customer.

(b) Lake Water Only. Without the prior approval of the corporate authorities of any Contract Customer affected, the Commission shall not deliver any water to a Contract Customer other than Lake Water. Costs for Lake Water charged by the Commission shall only include Aggregate Costs relating to the purchase and delivery of Lake Water.

(c) Intentionally Omitted.

(d) Covenants to Be Set Out in Bond Ordinance. Any Bond Resolution passed by the Commission shall contain language to the following effect:

Any holder or registered owner of a bond or any of its coupons, in any civil action, mandamus, or other proceeding, may enforce and compel performance of all duties required by law to be performed by the Commission or by any customers of the Commission, including the making of rates and charges, the collecting of sufficient revenue and the application thereof, as provided by applicable law, and including, expressly, all of the terms and provisions of Sections 6, 7 and 16 of the Contract [referring to this Contract].

The parties or persons which make loans of funds to the Commission [by this Bond Resolution] have received the pledge of the State of Illinois that it will not impair or limit the power or ability of the Commission or a unit of local government fully to carry out the terms of any contract for the supply of water entered into by the Commission and a unit of local government for the term of such contract. For purposes of such impairment or limitation, the contracts for the supply of water executed by units of local government and the Commission contain terms and conditions intended by the parties thereto and by the Bondholders to be absolute conditions thereof.

(e) Absolute Conditions. For purposes of the pledge and agreement of the State of Illinois that it will not impair or limit the power or ability of the Commission or the Contract Customers fully to carry out the terms and conditions hereof, all terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by the parties. It is hereby intended that no change in the Act or other law or regulation subsequent to the date hereof shall affect any of the terms or provisions of this Contract, and neither the Contract Customers nor the Commission, without the

unanimous consent of all of them, shall take any actions under a change in the Act or other law or regulation contrary to the terms and conditions herein.

(f) Emergency Supply. A Contract Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity.

(g) Governance. For the term of this Contract, the number of Commissioners appointed by the Mayors as provided in the Act shall be not less than one-half (1/2) the total number of Commissioners (excluding, expressly, for purposes of said count, the Chairman).

(h) Retail Sales. The Commission shall not engage in the retail sale or distribution of water to residents or customers of any Contract Customer.

(i) Evidence of Customer Action. Wherever in this Contract the consent or authorization of a Contract Customer or a group of Contract Customers are required, the consent may only be evidenced by a resolution or motion passed by the corporate authorities of the Contract Customer.

(j) Limitation on Funds. No funds received by the Commission from Operation and Maintenance Costs or Fixed Costs payable from Contract Customers may be expended for the planning, construction, operations or maintenance of a waterworks system other than the Waterworks System, or the extension thereof, specified within this Contract.

(k) Certain Budget, Rate Limitation, Notice and Hearing Provisions. Not less than sixty (60) days prior to the beginning of each Fiscal Year, the Commission shall prepare and send to the Contract Customers a tentative budget. Each such budget shall include, among such other items as the Commission may choose, an estimate of Fixed Costs to be payable by each Contract Customer in a stated aggregate dollar amount per month for each and an estimate of Operations and Maintenance Costs in a stated price per 1,000 gallons. The Commission will hold a hearing on such budget, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days notice of such hearing. Operations and Maintenance Costs payable in each Fiscal Year shall be determined and assessed by the Commission on a price per 1,000 gallons basis; such price may not exceed the estimate as set forth in the tentative budget unless the Commission shall hold a hearing on such higher price, at which the Contract Customers may be heard, and shall give the Contract Customers not less than twenty-one (21) days' notice of such hearing.

Section 8. Special Conditions and Covenants.

(a) Commission to Build Waterworks System and Supply Lake Water. The Commission shall, subject to the other terms and conditions of this Contract, continually hold itself ready, willing and able to supply Lake Water to any Contract

Customer. The Commission shall also use its best efforts, consistent with its legal obligations to its other Customers and consistent with fair and equitable treatment of all of its Customers, to supply each Contract Customer with such additional amounts of Lake Water as may be from time to time allocated to such Contract Customer over and above its present Water Allocation, but the Commission does not hereby guarantee a supply of such additional amounts.

(b) Title to Lake Water. Title to all Lake Water supplied hereunder shall remain in the Commission to the lesser of the points ten feet (10 ft.) downstream from the Commission's metering stations or a common dividing wall between the Commission's metering station and the Contract Customer's pressure adjusting or rate control stations for each Unit System and thereupon shall pass to such Contract Customer.

(c) Payments Hereunder an Operation Expense of Unit Systems. Obtaining water is an essential item of expense of the Unit Systems. To the fullest extent permitted by law or contract, all of the payments to be made by each Contract Customer hereunder shall constitute operating expenses of the Unit Systems as to any and all revenue bonds of such Contract Customer which are supported in whole or in part by a pledge of the revenues of its Unit System, with the effect that such Contract Customer's obligation to make payments from its water revenues under this Contract has priority over its obligation to make payments of the principal of and premium, if any, and interest on any such bonds which are or will be supported in whole or in part by a pledge of such Unit System revenues. Each Contract Customer shall make all budgetary, emergency and other provisions and appropriations necessary to provide for and authorize the prompt payment by such Contract Customer to the Commission of its shares of Aggregate Costs. The obligations of each Contract Customer under this Contract are further payable from all other accounts of the Unit System of each Contract Customer, respectively, for its shares, in which there are lawfully available funds. In any revenue bond ordinances or resolutions hereafter enacted by a Contract Customer, the priority of lien established pursuant to this Contract shall be expressly provided and set forth in said bond ordinances or resolutions. If legal action is brought against a Contract Customer challenging the priority of such Contract Customer's obligations hereunder over the lien of any revenue bonds supported by a pledge of the revenues of its Unit System, the Commission shall, if requested to do so by such Contract Customer, undertake the defense of the legal action at the Commission's expense.

(d) Commission Insurance. The Commission will carry insurance and/or maintain self-insurance with respect to the Waterworks System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the Waterworks System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed

shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(e) Commission to Continue to Serve. The Commission will use its best efforts to continue serving all the Contract Customers.

(f) Commission Covenant to Operate Properly. From time to time, the Commission will take steps reasonably necessary so that the Waterworks System may at all times be operated properly.

Section 9. Additional Contract Customer Covenants. Each Contract Customer further covenants as follows:

(a) Maintain and Operate Unit System. It will own and maintain its Unit System, and all improvements and extensions of its Unit System, in good repair and working order, will operate the same efficiently, and will punctually perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such Contract Customer.

(b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient (i) to pay all amounts due under this Contract and to pay all other costs of operation and maintenance of its Unit System, (ii) to provide an adequate depreciation fund for its Unit System, (iii) to make all deposits in all funds and accounts required by the terms of resolutions or ordinances authorizing bonds payable from revenues of its Unit System and (iv) to pay the principal of and interest on all bonds of such Contract Customer payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iv) unless it can show that the ability of the Contract Customer to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for customers of a Unit System shall not be required, however, to be sufficient to produce amounts required to make payments under this eContract so long as available amounts sufficient for making such payments for the next six (6) months or the remainder of such Contract Customer's fiscal year, whichever is longer, shall have been set aside in cash or investments in a separate account in its Unit System Fund designated for the purpose of making payments under this Contract,

(c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a Contract Customer which exceed the obligations of such Contract Customer hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the Contract Customer which authorizes the issuance after the date of this Contract of any obligation of the Contract Customer to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest of those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this Contract.

(e) General Covenant to Operate Properly. From time to time, it will take steps reasonably necessary so that its Unit System may at all times be operated in accordance with industry standards.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Contract Customer) in which complete entries shall be made of all transactions relating to its Unit System, and, within two hundred ten (210) days following the close of each fiscal year of such Contract Customer, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

(g) Maintain Ownership of Unit System and Properties. It will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, dispose of property which is part of its Unit System only to the extent that the Commission consents in writing, which consent shall not be unreasonably withheld. This subsection (g) does not prohibit a Contract Customer from selling specific equipment that it considers surplus and that is no longer needed or utilized to operate its Unit System.

(h) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by parties operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provisions for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(i) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such Contract Customer, or otherwise in accordance with applicable state laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

(j) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this Contract.

(k) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to its Full Water Requirements from time to time.

(l) Combining or Separating Unit System Accounts. It may combine its waterworks system with its sewerage system or separate its combined waterworks system and sewerage system into separate systems only on the conditions as follows: (i) the Contract Customer shall provide the Commission with written evidence that the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms, conditions and covenants of this Contract; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the Contract Customer's ability to comply with all of the terms conditions and covenants of this Contract, then and only then the Commission shall approve such combination or separation and advise such Contract Customer in writing.

(m) Customer Covenants as to Rate of Withdrawal. Each Contract Customer will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

Section 10. Election as to Water Purchase Requirements. Any Contract Customer electing to take less than its Full Water Requirements, as determined by the Commission, shall pay its pro rata share of the Operations and Maintenance Costs and the Fixed Costs for the period of time during which its Full Water Requirements are not taken. In the event such Contract Customer elects to purchase less than its Full Water Requirements in any year pursuant to this Section, it shall pay a share of Underconsumption Costs, if any, incurred for such year and such Contract Customer's share of such Underconsumption Costs shall be deemed to be Operation and Maintenance Costs under this Contract. The prior sentence shall not be applicable where the Underconsumption is caused by an emergency situation as approved in writing by the highest executive of the Commission and lasts for less than thirty (30) days, Such Contract Customer's share of Operation and Maintenance Costs and Fixed Costs, if any, for the year shall be that proportion of those costs which the Operation and Maintenance Costs and Fixed Costs of such Contract Customer for that year was to the sum of the Operation and Maintenance Costs and Fixed Costs of all Customers for such year.

Section 11. Resale Limitations. ~~Contract~~ ~~Charter~~ Customers shall not resell more than five percent of the water purchased from the Commission *except*: (i) to retail water customers under published rates and charges, without any special contract; or (ii) any contract approved in writing by the Commission, which approval shall be in the sole discretion of the Commission.

Section 12. Subsequent and Other Contracts.

(a) No Contract with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written contract. No contract entered into after the Effective Date shall provide rates, charges or terms lower or more favorable to the Subsequent Customer than those provided in this Contract for Contract Customers.

(b) Occasional Service Only Except to Contract Customers. Other than the providing of service to Contract Customers, the Commission shall not contract for a supply of Lake Water to any person except to a Subsequent Customer or for occasional water use. Occasional water use is the use of Lake Water for not more than thirty (30) days during any two-year period.

(c) Subsequent Contract Terms. After the Effective Date, the Commission shall not enter into a contract with any unit of local government or private entities that is not a Contract Customer, unless such contract provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor and shall take into account each of the factors as follows: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the Waterworks System less depreciation and net outstanding Bonds, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Contract Customer, plus interest on such costs from the time when they would have been paid, compounded semiannually.

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the then remaining term of this Contract. The differential shall inure to the benefit of the previous Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

The allocation of the benefit so derived among prior Contract Customers shall be made by the Commission only after it has received and reviewed the recommendations of an independent consulting engineer, independent financial consultant and competent attorney, working together, who shall be selected by the Commission from a list of three (3) individuals or firms for each position by the Contract Customers.

For the purpose of making such list of three (3) individuals or firms, the Commission shall call a meeting of only the Contract Customers that are units of local government by giving notice to the Contract Customers as provided in this Contract not less than thirty (30) days prior to a proposed meeting date. The Commission shall convene the meeting, but thereupon the Contract Customers that are units of local government shall elect a presiding officer from among their number. Such meeting may be adjourned from time to time without notice. The majority of Contract Customers that are units of local government present and voting at said meeting shall be empowered to select such individuals or firms. The Commission shall keep the minutes of the meeting.

If the Contract Customers that are units of local government do not act at said meeting or within twenty-one (21) days thereof, the Commission shall proceed to select such persons or firms itself.

If the Commission shall impose the recommended differential, then the differential as imposed shall not be subject to any dispute or claim by any Contract Customer. This provision shall not require the Commission to follow such recommendations.

This entire subsection is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of the Contract to recognize that the Contract Customers that are units of local government, solely, enable the Commission to proceed to construct the Waterworks System, that the units of local government hereinafter referred to need to be induced to become Contract Customers and that this provision is an express inducement, that by its essential design in accordance with good engineering practice, the Waterworks System must be built in many ways sufficient upon initial completion to serve all of said units, but that only those units of local government who become Contract Customers will pay for such from the start of construction.

Section 13. Force Majeure. In case by reason of force majeure event any party hereto shall be rendered unable wholly or in part to carry out its obligation under this Contract, then if such party shall give notice and full particulars of such force majeure event in writing to the other parties within seven (7) days after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure event shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or

entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of any Contract Customer to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure events shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlements is unfavorable to it in the judgment of the party having the difficulty. No force majeure event which renders any of the parties unable to perform under this Contract shall relieve a Contract Customer of its obligation to make payments to the Commission as required under Section 6.

Section 14. Commission Defaults. Failure by the Commission to deliver Lake Water to any Contract Customer as required by this Contract or failure of the Commission to perform any other obligation under this Contract and the continuation of that failure to perform for thirty (30) days after written notice from such Contract Customer to the Commission of such failure shall be a default of the Commission under this Contract, unless any such failure is excused pursuant to Section 13 of this Contract. If the Commission defaults under this Contract, the Contract Customer or Contract Customers affected may bring any action against the Commission, including an action for money damage or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

Section 15. Contract Customer's Obligation Unconditional. The Contract Customers shall have no right to terminate, cancel or rescind this Contract, no right to withhold from the Commission or the Trustee who is an assignee of the Commission pursuant to Section 17 of this Contract payments due or to become due under this Contract, no right to recover from the Commission or such Trustee amounts previously paid under this Contract unless paid contrary to the provisions of this Contract or law, no right of reduction or set-off against the amounts due or to become due under this Contract, to the Commission or such Trustee, and no lien on any amounts in any fund established by the Commission or such Trustee for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Contract Customers or the Commission or any other person; including by way of illustration, and not limitation, by reason of the fact that the Waterworks System in whole or in part is not completed, operable or operating; the output of the Waterworks System in whole or in part is suspended, interrupted, interfered with, reduced or curtailed; any party to the Water Supply Contract does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this Contract or any other agreement or instrument; it being the intent hereof that the Contract Customers shall be absolutely and unconditionally obligated to make all payments hereunder. The Commission may issue Bonds in specific reliance on the limitations set forth in this Section with respect to the rights of the Contract Customers.

Section 16. Modification of this Contract or of the Water Supply Contract.

Except for revisions and adjustments otherwise expressly provided for, neither this Contract nor the Water Supply Contract may be changed or modified unless the consent of the Commission and of three-fourths of the Contract Customers shall have been obtained. Such modification may be requested by any party, in which event a joint meeting of representatives of all governing bodies shall be called by the Commission and held not more than sixty (60) days after such request is made and not less than thirty (30) days before the giving of notice of such meeting. At the joint meeting, the requested changes or modifications shall be considered and discussed. No such change or modification may materially impair or adversely affect the ability or obligation of any Contract Customer under the Contract to make payments to the Commission at the times, in the amounts, and with the priority required in order for the Commission timely to meet its obligations under this Contract, the Water Supply Contract, other water purchase or sale contracts of the Commission and the Bond Ordinances/Resolutions, including without limitation the making of all deposits in various funds and accounts created under the Bond Ordinances/Resolutions; or materially impair or adversely affect the ability of the holders of the Bonds or the Trustee, under the Contract or Bond Ordinances/Resolutions, to enforce the terms of the Contract. No such change of modification which will affect the rights and interest of the holders of the Bonds shall be made without the written approval of an authorized representative of the holders of at least seventy percent (70%) of the outstanding Bonds and no such change or modification shall be effective which would cause a violation of any provisions of the Bond Ordinances/Resolutions or any ordinance authorizing bonds of any Contract Customer.

Section 17. Non-Assignability. Except to the extent hereinafter provided, no party shall assign or transfer this Contract or any rights or interests herein without the written consent of three-fourths of the Contract Customers and the Commission. The right to receive all payments which are required to be made by the Contract Customers to the Commission in accordance with the provisions of this Contract may be assigned by the Commission to any Trustee as provided in the Bond Ordinances/Resolutions to secure the payment of the principal of, premium, if any, and interest on the Bonds as those amounts come due, subject to the application of those payments as may be provided in the Bond Ordinances/Resolutions. The Contract Customers will, upon notice of assignment to any such Trustee, make all payments directly to such Trustee. The rights of the Commission to enforce the provisions of this Contract may be assigned to such Trustee and, in such event, the Trustee will have the right to enforce this Contract at law or in equity with or without the further consent or participation of the Commission. The Commission may also retain the right to enforce this Contract.

Section 18. Cooperation in Construction of Commission Water Supply. The Contract Customers shall cooperate with the Commission in the construction and acquisition of the Waterworks System. Each Contract Customer shall grant without charge to the Commission any reasonable required construction easements and any easements necessary for portions of the Waterworks System to be located on such

Contract Customer's property, provided the Commission agrees to restore the easement property in a reasonable manner after construction. Each Contract Customer shall grant the Commission access to its property to the extent reasonably necessary to construct and maintain the Waterworks System.

Section 19. Mutual Cooperation in Issuance of Obligations. Each Contract Customer shall cooperate with the Commission in the issuance of the Bonds, and the Commission shall cooperate with each Contract Customer in the issuance of the Contract Customer's general obligation bonds or revenue bonds of its Unit System. In such connection, each Contract Customer and the Commission will comply with all reasonable requests of each other and will, upon request, do as follows:

- (i) Make available general and financial information about itself in accordance with GAAP;
- (ii) Consent to publication and distribution of its financial information;
- (iii) Certify that general and financial information about it is accurate, does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements in that information, in light of the circumstances under which they were made, not misleading;
- (iv) Make available certified copies of official proceedings;
- (v) Provide reasonable certifications to be used in a transcript of closing documents; and
- (vi) Provide and pay for reasonably requested opinions of counsel as to the validity of its actions taken with respect to and the binding effect of this Contract, title to its Unit System or the Waterworks System, as applicable, pending or threatened litigation which could materially affect its performance hereunder, and other reasonably related opinions.

Section 20. Regulatory Bodies. The parties through this Contract seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of Illinois. This Contract shall be subject to all valid rules, regulations, and laws, applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Contract.

Section 21. Commission Cooperative Arrangements With Other Water Suppliers. Notwithstanding any of the provisions of this Contract, the Commission is not prohibited by this Contract from entering into cooperative arrangements with other

suppliers of Lake Water to provide Lake Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Contract Customers.

Section 22. Notices and Evidence of Actions. All notices or communications provided for herein shall be in writing and shall be delivered to the Contract Customers affected or the Commission either in person or by United States mail, via certified mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Contract Customer may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Clerk of such Contract Customer or the Commission.

Section 23. Severability. Should any part, term, or provision of this Contract be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected thereby.

Section 24. Effective Date and Term. This Contract shall be effective when all the parties have executed this Contract (the "Effective Date"). This Contract shall continue in force and effect until February 24, 2064. The Contract Customers and the Commission agree to begin negotiation of a succeeding Water Purchase and Sale Contract not later than five (5) years prior to the end of the term of this Contract.

Section 25. Governing Law; Superseder. This Contract shall be construed exclusively under the applicable laws of the State of Illinois. All other contracts between the Commission and the Contract Customers are hereby superseded and shall be null and void.

Section 26. Venue. Any action brought to enforce the terms of this Contract shall be brought in the Eighteenth Judicial Circuit, DuPage County, Illinois.

Section 27. Execution in Counterparts. This Contract may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the parties hereto so long as each of the parties hereto has signed one or more of such counterparts.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF ADDISON

By _____
Rich Veenstra, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lucille Zucchero, Village Clerk

VILLAGE OF BARTLETT

By _____
Kevin Wallace, President

Date: _____

[SEAL]

Attest:

By _____
Lorna Giles, Village Clerk

VILLAGE OF BENSENVILLE

By _____
Frank DeSimone, President

Date: _____

[SEAL]

Attest:

By _____
Nancy Quinn, Village Clerk

VILLAGE OF BLOOMINGDALE

By _____
Franco A. Coladipietro, President

Date: _____

[SEAL]

Attest:

By _____
Pamela S. Hager, Village Clerk

VILLAGE OF CAROL STREAM

By _____
Frank Saverino, Mayor

Date: _____

[SEAL]

Attest:

By _____
Julia Schwarze, Village Clerk

VILLAGE OF CLARENDON HILLS

By _____
Eric Tech, President

Date: _____

[SEAL]

Attest:

By _____
Lynn B. Dragisic, Village Clerk

CITY OF DARIEN

By _____
Joseph A. Marchese, Mayor

Date: _____

[SEAL]

Attest:

By _____
JoAnne Ragona, City Clerk

VILLAGE OF DOWNERS GROVE

By _____
Robert T. Barnett, Mayor

Date: _____

[SEAL]

Attest:

By _____
Rosa Berardi, Village Clerk

COUNTY OF DUPAGE

By _____
Deborah A. Conroy, Chair

Date: _____

[SEAL]

Attest:

By _____
Jean Kaczmarek, County Clerk

CITY OF ELMHURST

By _____
Scott M. Levin, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jackie Haddad-Tamer, City Clerk

VILLAGE OF GLENDALE HEIGHTS

By _____
Chodri Ma Khokhar, President

Date: _____

[SEAL]

Attest:

By _____
Marie Schmidt, Village Clerk

VILLAGE OF GLEN ELLYN

By _____
Mark Senak, President

Date: _____

[SEAL]

Attest:

By _____
Caren Cosby, Village Clerk

VILLAGE OF HINSDALE

By _____
Thomas K. Cauley, Jr., President

Date: _____

[SEAL]

Attest:

By _____
Emily Tompkins, Village Clerk

VILLAGE OF ITASCA

By _____
Jeff Pruyn, Mayor

Date: _____

[SEAL]

Attest:

By _____
Jody Conidi, Village Clerk

VILLAGE OF LISLE

By _____
Christopher Pecak, Mayor

Date: _____

[SEAL]

Attest:

By _____
Kristy Grau, Village Clerk

VILLAGE OF LOMBARD

By _____
Keith T. Giagnorio, President

Date: _____

[SEAL]

Attest:

By _____
Liz Brezinski, Village Clerk

CITY OF NAPERVILLE

By _____
Scott A. Wehri, Mayor

Date: _____

[SEAL]

Attest:

By _____
Doug A. Krieger, City Manager

VILLAGE OF OAK BROOK

By _____
Laurence Herman, President

Date: _____

[SEAL]

Attest:

By _____
Netasha Scarpiniti, Village Clerk

CITY OF OAKBROOK TERRACE

By _____
Paul Esposito, Mayor

Date: _____

[SEAL]

Attest:

By _____
Michael Shadley, City Clerk

VILLAGE OF ROSELLE

By _____
David Pileski, Mayor

Date: _____

[SEAL]

Attest:

By _____
Amanda Hausman, Village Clerk

VILLAGE OF VILLA PARK

By _____
Nick Cuzzone, President

Date: _____

[SEAL]

Attest:

By _____
Hosanna Korynecky, Village Clerk

VILLAGE OF WESTMONT

By _____
Ron Gunter, Mayor

Date: _____

[SEAL]

Attest:

By _____
Virginia Szymski, Village Clerk

CITY OF WHEATON

By _____
Philip J. Suess, Mayor

Date: _____

[SEAL]

Attest:

By _____
Andrea Rosedale, City Clerk

VILLAGE OF WILLOWBROOK

By _____
Frank A. Trilla, Mayor

Date: _____

[SEAL]

Attest:

By _____
Deborah A. Hahn, Village Clerk

VILLAGE OF WINFIELD

By _____
Carl Sorgatz, President

Date: _____

[SEAL]

Attest:

By _____
Nicole Cannizzo, Village Clerk

CITY OF WOOD DALE

By _____
Annunziato Pulice, Mayor

Date: _____

[SEAL]

Attest:

By _____
Lynn Curiale, City Clerk

VILLAGE OF WOODRIDGE

By _____
Gina Cunningham, Mayor

Date: _____

[SEAL]

Attest:

By _____
Joseph Heneghan, Village Clerk

Illinois-American Water Company

By _____
President

Date: _____

[SEAL]

Attest:

By _____

Argonne National Laboratory

By _____
Director

Date: _____

[SEAL]

Attest:

By _____

Aqua Illinois, Inc.

By _____
President

Date: _____

[SEAL]

Attest:

By _____

DuPAGE WATER COMMISSION

By _____
Jamez F. Zay, Chairman

Date: _____

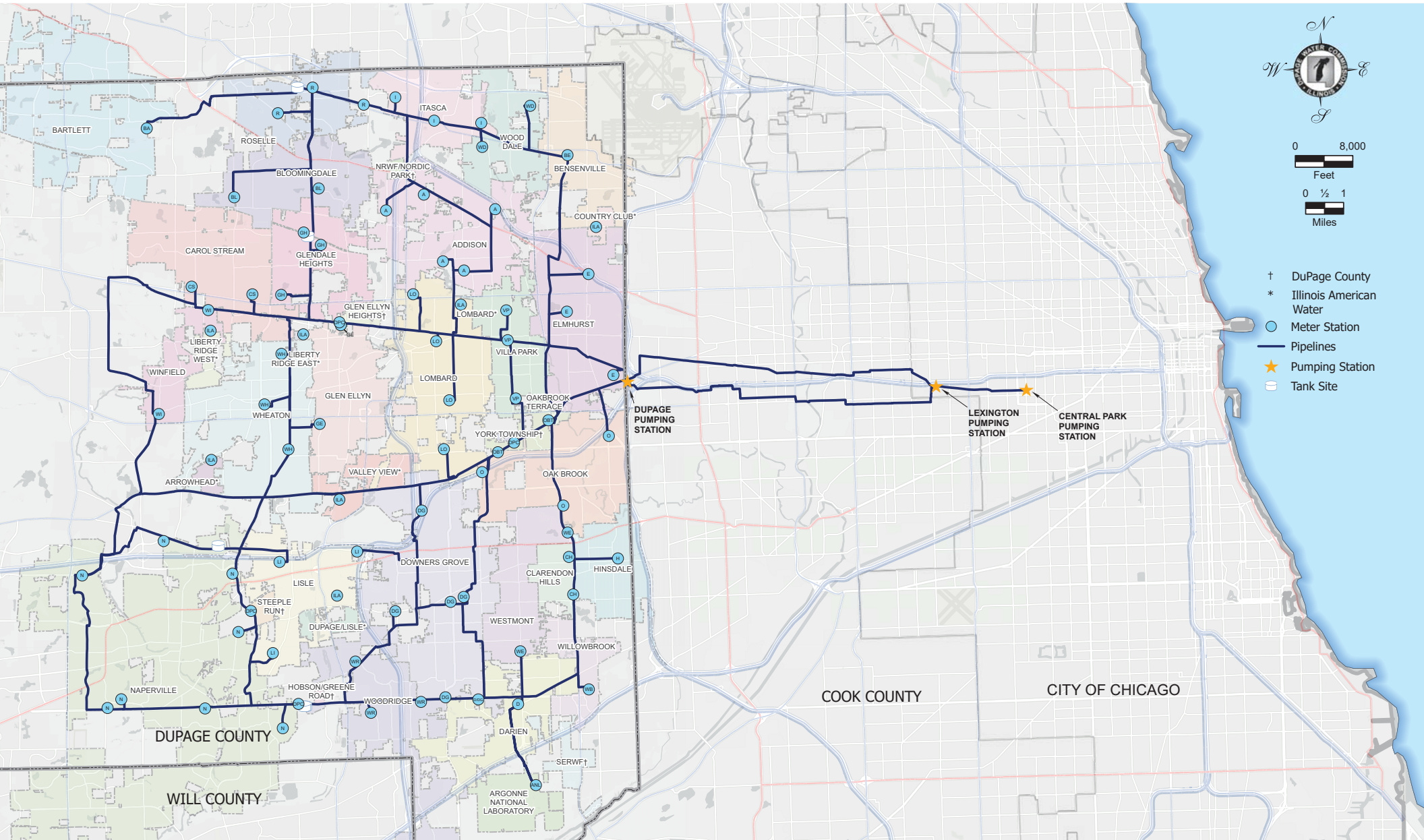
[SEAL]

Attest:

By _____
Danna M. Mundall, Clerk



DUPAGE WATER COMMISSION WATERWORKS SYSTEM MAP EXHIBIT I



RESOLUTION NO. _____

**A RESOLUTION APPROVING AN EXTENSION OF THE WATER SUPPLY
CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND
THE CITY OF CHICAGO**

WHEREAS, in 1984, the DuPage Water Commission entered into a Water Supply Contract Between the DuPage Water Commission and the City of Chicago for the Commission to purchase Lake Michigan water from the City of Chicago to provide to the Commission's customers;

WHEREAS, the City of Darien is a customer of the Commission and purchases Lake Michigan water from the Commission;

WHEREAS, the Water Supply Contract expires on March 19, 2024;

WHEREAS, the Water Supply Contract grants the Commission the option to unilaterally extend the Water Supply Contract on the same terms and conditions for a period not less than ten (10) years nor more than forty (40) years;

WHEREAS, the Commission has commenced negotiations with the City on a new water supply contract, but the Commission does not believe that a new water supply contract will be executed before the current Water Supply Contract expires;

WHEREAS, pursuant to Section 16 of the Water Purchase and Sale Contract Between the DuPage Water Commission and Charter Customers, the Commission held a public meeting of its customers on October 31, 2023 to present the status of negotiations and current proposed terms and conditions regarding a new water supply contract with the City;

WHEREAS, the Commission has deemed it to be in the interest of the Commission and its customers to exercise its option to extend the Water Supply Contract under its current terms and conditions for a period not less than 15 years and not more than 20 years; and

RESOLUTION NO. _____

WHEREAS, the City Council deems it to be in the best interests of the City of Darien and its residents to approve and consent to an extension of the Water Supply Contract for a period not less than 15 years and not more than 20 years.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Darien as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein and made a part hereof as findings of the City Council.

SECTION TWO: The City Council hereby approves and consents to the Commission's extending the Water Supply Contract for a period not less than 15 years and not more than 20 years, without further action by the City Council.

SECTION THREE: The Clerk is hereby authorized and directed to provide a copy of this Resolution to the Commission immediately after its approval.

SECTION FOUR: This Ordinance shall be in full force and effect immediately upon and after its adoption.

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

AYES _____

NAYS: _____

ABSENT: _____

RESOLUTION NO. _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

Approval of an ordinance authorizing the 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, Public Surplus, or disposed of:

	ITEM	QUANTITY	EXPLANATION
1	Apple iPhone SE	14	replaced
2	iPhone cases	7	replaced
3	Belt clips for phones	8	replaced
4	Surface 3 tablet	1	obsolete
5	Verizon LG Terra flip phones	10	obsolete
6	Jump n Carry JNC660 battery jumper (PD)	1	no longer working
7	Computer monitors (PD)	4	no longer working
8	2011 Ford (403) F250 pick-up w/hard bed cap (1FT7X2B63BEB05323) – Mileage 136,477 (PW)	1	replaced
9	2009 Sterling (408) 13 ton dump truck (2FZHATBS89AAM2519) Mileage 53558 (PW)	1	replaced
10	2013 Ford (112) F350 1 ton dump truck w/ Western 9' plow and Swenson tailgate spreader (1FDRF3HTCEC99458) Mileage 74091 (PW)	1	replaced

STAFF/COMMITTEE RECOMMENDATION

Staff recommends the above be declared surplus property and auctioned using Public Surplus or disposed of.

ALTERNATE CONSIDERATION

As directed by City Council.

DECISION MODE

This item will be placed on November 6, 2023, City Council Agenda for consideration

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 6th DAY OF NOVEMBER 2023

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
____ day of November, 2023**

ORDINANCE NO. _____

**AN ORDINANCE AUTHORIZING THE SALE
OF PERSONAL PROPERTY
OWNED BY THE CITY OF DARIEN**

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 Public Surplus or disposing of said property.

	ITEM	QUANTITY	EXPLANATION
1	Apple iPhone SE	14	replaced
2	iPhone cases	7	replaced
3	Belt clips for phones	8	replaced
4	Surface 3 tablet	1	obsolete
5	Verizon LG Terra flip phones	10	obsolete
6	Jump n Carry JNC660 battery jumper (PD)	1	no longer working
7	Computer monitors (PD)	4	no longer working
8	2011 Ford (403) F250 pick-up w/hard bed cap (1FT7X2B63BEB05323) – Mileage 136,477 (PW)	1	replaced
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10	2013 Ford (112) F350 1 ton dump truck w/ Western 9’ plow and Swenson tailgate spreader (1FDRF3HTCEC99458) Mileage 74091 (PW)	1	replaced

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 Public Surplus 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 6th day of November, 2023

AYES: _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

PETITION FOR ANNEXATION TO THE CITY OF DARIEN,
DUPAGE COUNTY, ILLINOIS

TO: MAYOR AND ALDERMAN
OF THE CITY OF DARIEN,
DUPAGE COUNTY, ILLINOIS

The undersigned Petitioner(s) (hereinafter referred to as "Petitioner(s)"), respectively represents:

- 1. Petitioner(s) is (are) the sole owner(s) of record of the property (hereinafter sometimes referred to as the "Lot"), hereinafter more particularly described in Exhibit "A", attached hereto.
2. The Lot is not situated within the limits of any other municipality, but is contiguous to the City of Darien.
3. Such registered voters (or electors) residing on this Lot, as required by Statute, have signed this Petition.

PETITIONER(S) RESPECTFULLY REQUEST(S):

- 1. That the Lot described in Exhibit "A", attached hereto, be annexed to the City of Darien by Ordinance of the Mayor and the Alderman of the City of Darien, pursuant to 65 ILCS 5/7-1-8, as amended.
2. That such other action be taken as is appropriate in the premises.

Dated this 7th day of October, 2023.

Huzefa Amar Haider

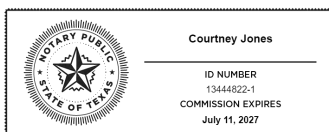
Huzefa Amar Haider

ATTEST:

STATE OF ILLINOIS)
) SS
COUNTY OF DUPAGE)

I, Courtney Jones, a Notary Public in and for said County, in State of Texas, do hereby certify that Huzefa Amar Haider, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, respectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act, for the uses and purposes therein set forth and that the statements made therein are true.

Given under my hand and Notarial Seal this 7th day of October, 2023.



Courtney Jones Courtney Jones
Notary Public 07/11/2027

MEMO

• BOUNDARY • TOPOGRAPHICAL • SUBDIVISIONS • ALTA/NSPS • CONDOMINIUMS • SITE PLANS • CONSTRUCTION • FEMA CERTIFICATES •



RUSSELL W. SCHOMIG, PLS
WILLIAM K. SCHOMIG

SCHOMIG LAND SURVEYORS, LTD.

PLAT OF ANNEXATION TO THE CITY OF DARIEN

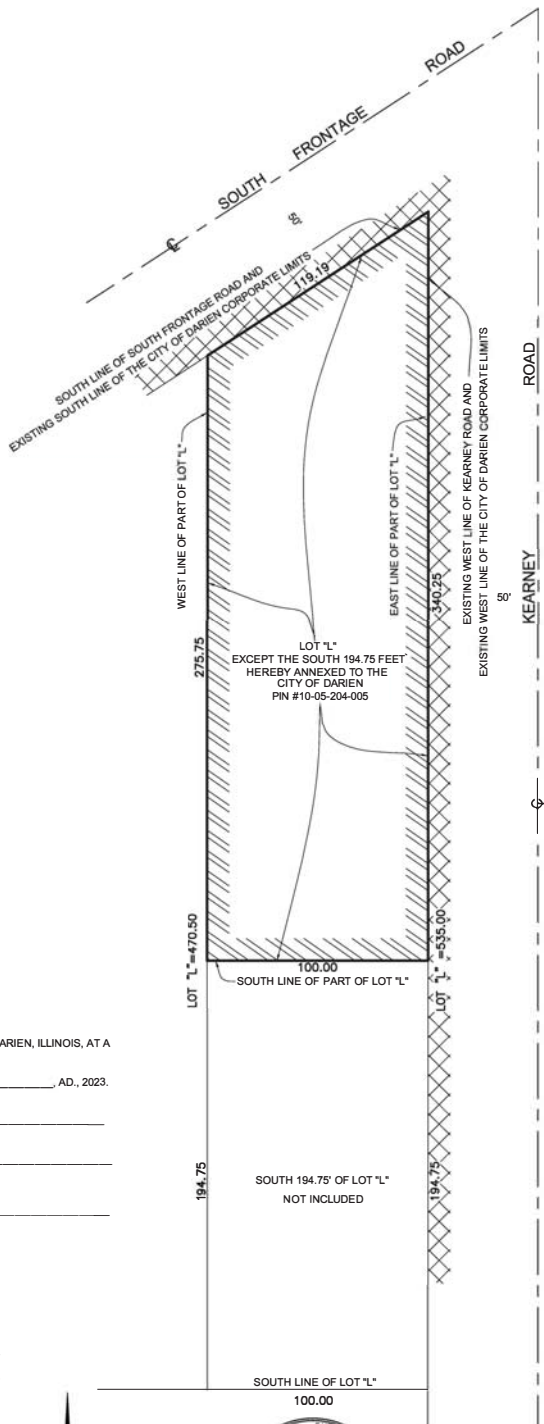
909 EAST 31st STREET
LA GRANGE PARK, ILLINOIS 60526
E-MAIL: SCHOMIG-SURVEY@SBCGLOBAL.NET
WEB: WWW.LAND-SURVEY-NOW.COM
PHONE: 708-352-1452
FAX: 708-352-1454

LOT "L" (EXCEPT THE SOUTH 194.75 FEET THEREOF) IN WUNDERLICH WOODS, A SUBDIVISION DESCRIBED AS THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, LYING SOUTH OF CENTER LINE OF JOLIET ROAD, UNITED STATES HIGHWAY 66 AND OF THE NORTH 36 RODS OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1945, AS DOCUMENT 487744, IN DU PAGE COUNTY, ILLINOIS.

COMMON ADDRESS: VACANT LOT, SOUTH FRONTAGE ROAD.
PROPERTY INDEX NUMBER 10-05-204-005-0000

LEGEND

- = EXISTING CITY OF DARIEN CORPORATE LIMITS
- = LIMITS OF AREA HEREBY ANNEXED



CITY COUNCIL'S CERTIFICATE

STATE OF ILLINOIS) ss.
COUNTY OF DUPAGE)

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DARIEN, ILLINOIS, AT A

MEETING HELD THIS _____ DAY OF _____, AD., 2023.

BY ORDINANCE NUMBER _____

BY: _____ MAYOR

ATTEST: _____ CITY CLERK

THE CUSTOMER LISTED BELOW PROVIDED THE LEGAL DESCRIPTION SHOWN HEREON. WE DO NOT GUARANTEE THAT THIS IS THE CORRECT LEGAL DESCRIPTION FOR THE TRANSACTION INTENDED.

IMPORTANT: COMPARE LEGAL DESCRIPTION TO DEED OR TITLE POLICY AND REPORT ANY DISCREPANCY FOR CLARIFICATION OR CORRECTION IMMEDIATELY. UNLESS OTHERWISE NOTED, THIS PLAT DOES NOT SHOW ORDINANCES.

DO NOT SCALE DIMENSIONS FROM THIS PLAT; THE LOCATION OF SOME FEATURES MAY BE EXAGGERATED FOR CLARITY. NO EXTRAPOLATIONS MAY BE MADE FROM THE INFORMATION SHOWN WITHOUT THE WRITTEN PERMISSION OF SCHOMIG LAND SURVEYORS, LTD. ONLY PLATS WITH AN EMBOSSED SEAL ARE OFFICIAL DOCUMENTS. FIELD WORK WAS COMPLETED PER SURVEY DATE LISTED BELOW.
© COPYRIGHT, ALL RIGHTS RESERVED.

ANNEXATION DATE: JUNE 15TH, 2023.

ORDERED BY: RASHIDA KHARKHARIWALA

PLAT NUMBER: 219920-AX & H27-170

SCALE: 1" = 40'



LICENSE EXPIRATION
11-30-2024

COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS) ss.
COUNTY OF DUPAGE)

THIS INSTRUMENT NUMBER _____ WAS FILED FOR RECORD IN THE RECORDERS OFFICE OF DUPAGE COUNTY, ILLINOIS:

ON THE _____ DAY OF _____ A.D. 2023.

AT: _____ O'CLOCK _____ M.

BY: _____ RECORDER OF DEEDS
DUPAGE COUNTY

STATE OF ILLINOIS) ss.
COUNTY OF COOK)

WE, SCHOMIG LAND SURVEYORS, LTD. AS AN ILLINOIS PROFESSIONAL DESIGN FIRM, LAND SURVEYOR CORPORATION, DO HEREBY CERTIFY THAT WE HAVE PREPARED THIS PLAT OF ANNEXATION FROM OFFICIAL RECORDS AND THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SAME.

ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS OF A FOOT. DIMENSIONS SHOWN ON BUILDINGS ARE TO THE OUTSIDE OF BUILDINGS. THE BASIS OF BEARINGS, IF SHOWN AND UNLESS OTHERWISE NOTED, ARE ASSUMED AND SHOWN TO INDICATE ANGULAR RELATIONSHIP OF LOT LINES.

BY: Russell W. Schomig
PROFESSIONAL ILLINOIS LAND SURVEYOR LICENSE # 035-002446

PLAT OF SURVEY

Townline Surveying, PLLC

TownlineSurveying@gmail.com

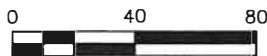
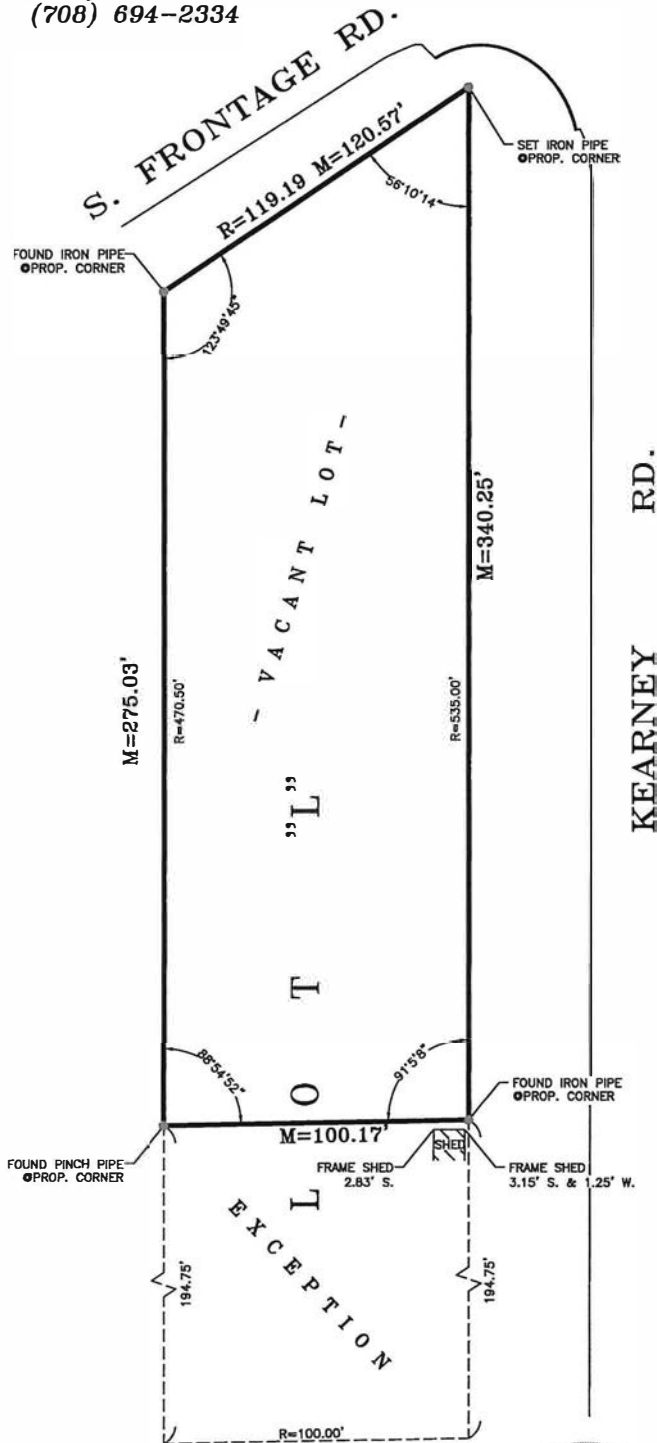
20125 N. Woodland Cir.

Mokena, Illinois 60448

(708) 694-2334

ALTA
Condominium
Residential
Commercial

LOT "L" (EXCEPT THE SOUTH 194.75 FEET THEREOF) IN WUNDERLICH WOODS, A SUBDIVISION DESCRIBED AS THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 5, LYING SOUTH OF CENTER LINE OF JOLIET ROAD, UNITED STATES HIGHWAY 66 AND OF THE NORTH 36 RODS OF EAST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1945 AS DOCUMENT 487744, IN DU PAGE COUNTY, ILLINOIS.



Scale: 1" = 40 feet

Distances are marked in feet and decimals.

Ordered by: Skaar Law Office

Order No.: 23-2-21

Compare all points before building by same and at once report any difference. For building lines, restrictions, or easements not shown hereon, refer to abstract, deed or ordinance.

Field work completed: 2/28/23

Drawn by: L.M.

Proofed by: J.M.

Design Firm Registration # 184-008790

STATE OF ILLINOIS }
COUNTY OF WILL } ss



Townline Surveying PLLC, an Illinois Land Surveying Corporation does hereby certify that this professional service conforms to the current Illinois standards for boundary survey.

Mokena, IL. March 21, A.D. 2023

by J. McArthur
License No. 4040 Expires 11/30/24

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY
TO THE CITY OF DARIEN**

(10S360 KEARNEY ROAD)

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

THIS 6th DAY OF NOVEMBER, 2023

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of November, 2023.**

ORDINANCE NO. _____

**AN ORDINANCE ANNEXING CERTAIN PROPERTY
TO THE CITY OF DARIEN**

(10S360 KEARNEY 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 Owner of the property described in [EXHIBIT 1](#) attached hereto (the Subject Property) has filed a petition to annex the Subject Property to the City of Darien pursuant to 65 ILCS 5/7-1-8; and

WHEREAS, there are no electors residing on the Subject Property; and

WHEREAS, the Subject Property is located in unincorporated DuPage County and is contiguous to the City; and

WHEREAS, the Subject Property has a common address of 10S360 Kearney Road; and

WHEREAS, the City Council has determined that annexing the Subject Property to the City is reasonable and will support the long-term growth and development of the City;

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:

ORDINANCE NO. _____

SECTION 1: The Subject Property is hereby annexed to the City of Darien.

SECTION 2: The Subject Property is hereby zoned R-1 pursuant to the Darien Zoning Ordinance.

SECTION 3: The City Clerk is hereby authorized to cause a copy of this Ordinance, along with a Plat of Annexation, to be recorded in the Office of the DuPage County Recorder of Deeds.

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

SECTION 5: 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 6th day of November, 2023.

AYES _____

NAYS: _____

ABSENT: _____

ORDINANCE NO. _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT 1

LOT "L" (EXCEPT THE SOUTH 194.75 FEET THEREOF) IN WUNDERLICH WOODS, A SUBDIVISION DESCRIBED AS THAT PART OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 5, LYING SOUTH OF CENTER LINE OF JOLIET ROAD, UNITED STATES HIGHWAY 66 AND OF THE NORTH 36 RODS OF EAST ½ OF THE SOUTHEAST ¼ OF SAID SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED NOVEMBER 26, 1945 AS DOCUMENT 487744, IN DUPAGE COUNTY, ILLINOIS.

PIN: 10-05-204-005

AGENDA MEMO
CITY COUNCIL
NOVEMBER 6, 2023

CASE

PZC2023-08

Gerber Special Use – 8325 Lemont Road

ORDINANCE

ISSUE STATEMENT

Petitioner (Storebuild LLC c/o Gerber Collision) seeks approval of a special use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. Property is located within the B-2 Community Shopping Center Business District. The petitioner relies on variations granted in Ordinance No. O-08-99 and seeks additional variations as deemed necessary.

Applicable Regulations: Ordinance No. O-07-99 and O-08-99
 Zoning Section 5A-8-3, B-2 District Standards

GENERAL INFORMATION

Petitioner:	Storebuild LLC c/o Gerber Collision
Property Owner:	SB 83 LLC; MJP 8325 LLC; D&D Capital Investments Darien LLC
Property Location:	8325 Lemont Road
PIN Number:	09-32-301-039
Existing Zoning:	Community Shopping Center Business District (B-2)
Existing Land Use:	Vacant (Former CVS Pharmacy)
Comprehensive Plan:	Commercial (Existing); Commercial (Future)
Surrounding Zoning & Uses	
North:	General Business District (B-3); Gas Station
East:	Multi Family Residence District (R-3); Senior Housing
South:	Unincorporated Single Family (R-2); Single Family
West:	Community Shopping Center Business District (B-2); Pharmacy
History:	The subject property was approved and developed as a retail and drive-through pharmacy per Ordinance No. O-07-99 and O-08-99. The property remains in essentially the same condition since construction.
Size of Property:	2.01 Acres
Floodplain:	N/A
Natural Features:	N/A
Transportation:	The petition site gains access from both Lemont Road and 83 RD Street/Plainfield Road.

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

- 1) [APPLICATION](#)
- 2) [NARRATIVE, FINDINGS OF FACT, & SUPPLEMENTALS](#)
- 3) [PLAT OF SURVEY \(EXISTING\)](#)
- 4) [SITE PLAN \(PROPOSED\)](#)
- 5) [FLOOR PLAN](#)
- 6) [ELEVATIONS](#)

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)

- 7) [LOCATION MAP & AERIAL IMAGES](#)
- 8) [SITE PHOTOS](#)
- 9) [TRAFFIC IMPACT/CRASH SUMMARY](#)
- 10) [CITY ATTORNEY MEMORANDUM – SPECIAL USES](#)
- 11) [PUBLIC COMMENT](#)
- 12) [MEETING MINUTES \(DRAFT\)](#)

PLANNING OVERVIEW/DISCUSSION

The subject property is located at the southeastern corner of the Lemont Road and 83RD Street/Plainfield Road intersection. The property is 2.01 acres in size and is zoned Community Shopping Center Business District (B-2). The property's existing structure (former CVS pharmacy) and site development were approved in 1999 and constructed per city ordinances (O-07-99 and O-08-99). The site remains in essentially the same condition today since construction.

The petitioner has proposed a conversion of the existing, vacant building to an auto collision, repair, and service center. The city's zoning ordinance lists the proposed use as a "garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding" and deems it as a special use within the property's zoning designation.

The project involves minimal site work, as there are no proposed changes to the building footprint or the access drives to the site. The most notable change is a new 6' wall/fence to enclose an existing paved area on the west side of the property between Lemont Road and the building. The enclosure is proposed per staff recommendation so vehicles dropped off in need of repair can be parked in an area not visible to the public eye. Such vehicles would be parked in newly designated spaces temporarily before being repaired inside the building.

Other changes to the site include removal of the drive-through that served the prior pharmacy. The existing drive-through is located on the west side of the building and its removal is key to implementation of the enclosed area mentioned above. Finally, the petition includes the addition of two (2) overhead doors on the west side of the building and one (1) on the north side of the building, along with alterations to a couple curbed areas near the building to allow for better ingress/egress.

As noted above, in 1999 the City Council adopted Ordinances O-07-99 and O-08-99 authorizing the site to be developed and granting certain variations for the subject property. The property was

developed in conformance with the 1999 ordinances and remains in essentially the same condition since construction. Given these approvals, the applicant/developer is not required to obtain what are commonly referred to as “existing condition variations” as part of its application.

CASE UPDATES & REVIEW COMMENTS

City staff has reviewed the petitioner submitted documents. The proposed project meets applicable zoning standards outside of the recommended 6’ wall/fence enclosure in the front yard, as the code permits “open” fences to a height of 4’ in the front yard. Given the fact the wall/fence was originally recommended to the applicant by staff, construction of the wall/fence should be specified as a *condition of approval* for the special use instead of a traditional variance request. The code section applicable to this discussion is listed here:

- **5A-2-2-3(B) Initiation**: An application for a variation may be made by any person, firm, or corporation, being the owner, lessee, or contract purchaser of the subject property. In this case, the petitioner did not apply for a variation to allow a 6’ wall/fence. Therefore, the recommended condition falls outside the definition of a variation.

Parking

The required amount of parking spaces (*4 spaces/1,000 square feet gross floor area*) are proposed to serve the site. Based on the building’s square footage, which is 13,681 square feet, 56 parking spaces are required. The proposal includes 60 parking spaces with the required three (3) ADA spaces.

Traffic Impact Comparison & Crash Summary

Based on feedback from the city’s traffic consultant and in accordance with the *ITE Trip Generation Manual*, 11th Edition:

- A “Pharmacy/Drug Store with Drive-Through” generates on average 3.74 trips per 1,000 square feet during the morning peak hour and 10.25 trips per thousand square feet during the weekday evening peak hour.
- An “Automobile Parts and Service Center” generates on average 1.91 trips per 1,000 square feet during the morning peak hour and 2.06 trips per thousand square feet during the weekday evening peak hour.

If the two facilities are approximately the same size, the automobile parts and service center will generate less peak hour trips than the pharmacy/drug store.

Per the Police Department, a geographic search pertaining to site related crashes was performed and dates back to June 2019. The geographic area covered northbound Lemont Road, eastbound 83RD Street/Plainfield Road, and the CVS parking lot itself. There were three (3) reported accidents for the criteria entered. Details on these accidents are included in the memo attachments.

Environmental Discussion & Findings of Fact

The petitioner has submitted documents including *findings of fact* to supplement the narrative and project summary for Gerber Collision. Those items are attached to this memo along with the proposed site plan, floor plan, elevations, and other documents including public comment. The

documents contain responses addressing the environmental concerns and other comments raised during the public meetings to date. The set of criteria the Planning and Zoning Commission and City Council votes on for the special use is included below. Note that staff has included a memorandum from the City Attorney which provides an overview and analysis of special uses and how they are viewed under Illinois case law.

Special Use Criteria:

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

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

PZC MEETING – 10/04/2023

The Planning and Zoning Commission reviewed this petition at its October 4, 2023 meeting. The petitioner was present and provided an overview on the proposal after staff's introduction of the case. There was a large audience for the meeting and several people provided public comment in opposition. The public comments pertained to environmental concerns, aesthetics of the site, noise and odor concerns, and traffic impacts, among other things. Due to the number of comments and lengthy discussion, please refer to the meeting minutes (draft) from the public hearing that are attached to this memo.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission forwarded the case with a non-favorable recommendation to the Municipal Services Committee by a vote of 7-1.

MSC MEETING – 10/30/2023

The Municipal Services Committee reviewed this petition at its October 30, 2023 special meeting. The petitioner was present and provided an updated overview on the proposal after staff's introduction of the case. The petitioner and its representatives spoke to the comments/concerns raised during the Planning and Zoning Commission meeting and presented their narrative and revised findings of fact that were submitted for the meeting.

There was a large audience for the meeting and several people provided public comment in opposition. The public comments pertained to environmental concerns, aesthetics of the site, noise and odor concerns, traffic impacts, and the criteria for approval, among other things. Due to the number of comments and lengthy discussion, please refer to the minutes (draft) from the meeting that are attached to this memo.

Based on testimony and discussion at the meeting, the Municipal Services Committee forwarded the case with a favorable recommendation to the City Council by a vote of 3-0, subject to the following conditions:

- 1) Applicant/owner install a six (6) foot high brick wall enclosure with piers spaced and cap stone at the corners, and approximately 20 foot on center between the corners on the west side of the property as shown on the submitted site plan.**
- 2) Applicant/owner install a four (4) foot high trex fence to replace the existing fence located in the southern portion of the property.**

ALTERNATE CONSIDERATION

As recommended/directed by the City Council.

DECISION MODE

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

MEMO



ZONING APPLICATION

CITY OF DARIEN
1702 Plainfield Road, Darien, IL 60561
www.darienil.us 630-852-5000

CONTACT INFORMATION

Storebuild LLC
Applicant's Name
1900 E Golf Rd, Ste 950, Schaumburg IL 60173
Address, City, State, Zip Code
630-290-7021
Telephone
RMURPHY@STOREBUILD.COM
Email

SB 81 LLC; MJP 8325 LLC;
D&D Capital Investments Darien LLC
Owner's Name
900 E Golf Rd, Ste 950, Schaumburg IL 60173
Address, City, State, Zip Code
630-290-7021
Telephone
RMURPHY@STOREBUILD.COM
Email

PROPERTY INFORMATION

8325 Lemont Road
Property address
B-2
Zoning District

09-32-301-039
PIN Number(s)
Retail / Pharmacy
Current Land Use(s)

RECEIVED
SEP 13 2023
Community Development
City of Darien

(Attach additional information per the Submittal Checklist.)

REQUEST

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

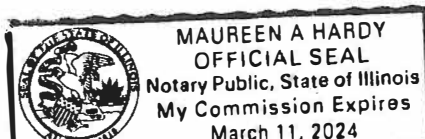
The owner is seeking special use to operate a auto collision and windshield auto glass service center.

Applicant Signature

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that Ryan Murphy is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.
Given under my hand and seal, this 13th day of September 2023.

For office use only	
Date Received:	09/13/2023
Case Number:	PZC 2023-08
Fee Paid:	\$585.00
Hearing Date:	10/04/2023

Notary Public





MEMO

September 27, 2023

Jordan Yanke
Senior Planner
1702 Plainfield Road
Darien, IL 60561

Re: Gerber Daily Operations, 8325 Lemont Rd, Darien, IL

Dear Jordan,

In follow up to our discussions and as required for the special use permit for the above referenced property, below is a summary of the operations / day to day for the facility.

Gerber Overview:

Founded in 1937 by Phil Gerber, Gerber Collision & Glass has provided quality auto collision and glass repair service for more than 80 years. What started as a single auto glass and trim shop in Chicago has grown to one of the largest auto collision and glass repair companies in North America.

Gerber Collision & Glass has over 700 repair center locations.

Gerber Collision & Glass repairs each vehicle to the highest standards in the industry. We use computerized estimating systems to calculate the damages on each vehicle. We have frame machines that straighten a **vehicle's frame to manufacturer standards**. Our shops are equipped with computerized paint systems that offer superior color-matching capabilities. We use diagnostic repair scanning technology to ensure the highest quality in all our shops. Our I-CAR- and ASE-certified technicians refinish each vehicle in paint booths that use advanced ventilation systems to ensure a flawless finish. Lifetime Guarantee: We stand behind every repair **we complete. That's why Gerber Collision & Glass is proud to offer a Lifetime Guarantee on all of our work.** For as long as you own the vehicle, you can rest assured that should anything happen to the repair we complete **we'll make it right.**

Hours of Operation:

Darien would be standard hours of Monday thru Friday 8 AM to 5 PM. Closed on Saturdays and Sundays. Some locations do expand hours to include Saturday's from 8 AM to Noon, but Darien will open as Monday thru Friday only. Almost all of the traffic into the facility is done by appointment.

Number of Employees:

Darien location will employ +/- 25 with 8 – 12 working onsite during peak hours.



Site Circulation and Functionality:

The access will remain unchanged which includes two cuts off Lemont Rd and one cut off 83rd Street. Vehicles drop off and estimating will occur on the north side of the building via a new garage door to be installed. Two additional doors will be added on the west side of the building (off the screened parking area) for cars in need of repair to enter and exit the building.

The employee parking and finished cars parking lot will be in front of the store facing 83rd Street (main parking lot in front of storefront).

The screened in cars that need repair will be on the west side of the building (by the old CVS drive thru) screened by both the existing evergreens and other landscaped areas, berm, and a fence to be installed. In addition, this area will be gated.

Note: there will be no addition/expansion of the building but the drive thru will be removed.

Proposed Changes to the Site (Indoor or Outdoor):

- As referenced above, the fence to enclose and screen a parking area on the west side of the building for cars in need of repair.
- A designated drop off area will be identified too should there be any vehicle drop offs outside operating hours.
- Existing drive thru will be removed
- 2 garage doors added to the west side of building facing Lemont Rd and one to the north elevation.
- Additional parking stalls will be added to the enclosed parking area within existing asphalt areas.

Indoor changes will be consistent with other Gerber locations which includes the “box inside the box” for the paint work which includes high tech systems to minimize waste and advanced ventilation system. Paints are all water based, low or non VOC, and eco-friendly.

Note: there is no long term storage of vehicles. Gerber looks to repair all vehicles in as timely of a manner as possible.

Additional materials will be provided including a draft floor plan and elevation, survey, legal description and site plan.

Thank you,



Michael J Peirce
Storebuild LLC

8325 Lemont Road – Gerber Collision
Response to Special Use Standards

In support of its request for the granting of a special use permit to allow an auto collision, repair, and service center at 8325 Lemont Road (“Special Use”), the Petitioner hereby submits the following responses to the City of Darien special use standards:

1. That the special use is deemed necessary for the public convenience at the location specified;

Response: Illinois law has determined that the term “necessary,” as used in a zoning ordinance, does not mean absolutely necessary, but simply “reasonably convenient.” The proposed Special Use offers collision repair services. Accidents and vehicle damage can occur at any time and having a nearby, reliable repair facility, which adheres to the high standards of a nationally recognized company, is essential to address these unexpected situations promptly and conveniently. It was even noted as being an “Essential Business” by the State of Illinois during the Covid-19 pandemic. Having national recognition, Gerber is an approved repair facility by most major insurance companies, eliminating a key worry of customers. Insurance companies and customers alike appreciate Gerber’s well-maintained facilities that enhance public safety by ensuring that vehicles are repaired properly and safely. This, in turn, contributes to safer road conditions and the well-being of the community.

In addition to repair facilities being a public convenience in general, careful consideration was made before selecting this site. Gerber and the developer will be making a multi-million-dollar investment in the property. Before doing so, Gerber and the developer performed an internal market analysis and determined that there was a market demand in this area. Population, cars per household, income demographics, business competition (there are currently no nationally recognized repair facilities in the area), insurance coverage information, and other factors were carefully reviewed using a proprietary software algorithm. This was then reviewed by Gerber’s site selection committee, comprised of industry veterans. The conclusion was that there is a sufficient and sustainable need in the community for Gerber’s services and that this location will best serve that demand.

Finally, the proposed Special Use will occupy a building that has been vacant for almost two years. It will create high-wage employment opportunities (several of which will be in the six-figure range), support local businesses, and generate long-term sales tax and real estate tax revenues. This contributes to the overall economic vitality of the community.

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;

Response: The proposed Special Use will not be detrimental to, or endanger the public health, safety, or general welfare. The proposed Special Use will adhere to all required life-safety, environmental, and Performance Standards established by the City or other governmental agency having jurisdiction. No variations are requested.

Additional details regarding key development criteria are:

Traffic: The traffic generated by the proposed special use will be significantly less than the traffic generated by the prior CVS use. We expect approximately seven (7) customer trips per day (combined drop-off and pick-up). Almost all traffic to the site will be done by appointment.

Noise: All repair work will be performed in the interior of the building. Unlike many repair facilities, the building will be fully air-conditioned. Consequently, the bay doors will remain closed, even during the summer months. This will contain any noise generated within the insulated brick building which is excellent at attenuating sound. Gerber's third-party auditing consultant has not measured levels above 65 decibels outside of its buildings. In addition, sound dissipates over distance and the building is situated a considerable distance from any nearby buildings (approximately 124' to the nearest building). Consequently, the Special Use will comply with the City's noise regulations. We expect that the noise generated by the traffic on Lemont Road and 83rd Street (unofficial readings noted road noise in excess of 80 decibels) will exceed that of the Special Use as measured at the property line.

Environmental: As a large national company, Gerber has established robust environmental protocols that adhere to all applicable environmental regulations. Consequently, it will not endanger the health and safety of the community.

All Gerber facilities throughout the US and Canada use water-based paint systems. A very small percentage of the coating material used, which is not entirely water-based, contains low solvent and low VOC content. This differentiates Gerber as an environmental leader from small local operators who may still use high solvent, high VOC products.

All spraying of paint is done inside the building and within a controlled paint spray booth that is strictly regulated by the State of Illinois. The paint booth has a 99.7% capture efficiency and operates with filters that remove large particles. Paint booth filters are changed regularly and a log of these changes is maintained in accordance with regulatory requirements. Gerber utilizes top-of-the-line, best-in-class high-tech paint spray guns that minimize overspray. This further minimizes airborne particulates. As a result, a recent study of isocyanate levels outside of our spray booths (immediately outside and in the adjacent office area) were noted to be at non-detectable levels. All equipment maintenance and reporting are performed in accordance with State of Illinois permit requirements.

Gerber utilizes a third-party environmental audit partner, GMG EnviroSAFE, to conduct a shop walk-through every 90 days at all of our locations in North America to ensure that all environmental protocols are being maintained. Any deviations from requirements are reported and escalated immediately to a shared dashboard visible by all levels of management and action is taken to correct them.

Odor: Using water-based paint systems, low solvent, and low VOC content materials results in a process that is also low odor. This differentiates Gerber from small local operators who may still use high solvent, high VOC, and high odor products. In the 2 years Kim Miller, Gerber's current Director of Environmental, Health and Safety, has been in charge of North American operations, she is unaware of any neighborhood

odor complaints at any of Gerber's 950 locations. Consequently, the proposed Special Use will comply with the City's odor limitation regulations.

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;

Response: The proposed Special Use will not be injurious to the use and enjoyment of other property in the vicinity, nor substantially diminish and impair property values in within the neighborhood. It is important to note that the Special Use is proposed on an already developed commercial site with an existing building. Furthermore, the proposed Special Use is significantly less intensive than the original, previously approved, pharmacy use.

Additional detail regarding key considerations is as follows:

Traffic: The traffic generated by the proposed Special Use will be significantly less than the traffic generated by the prior CVS use. We expect approximately seven (7) customer trips per day (combined drop-off and pick-up). Almost all customer traffic to the site will be done by appointment. There is no direct access from the site to 83rd Court. Consequently, there will be no traffic impact to the residential uses to the south.

Noise: The hours of operation of the proposed Special Use are Monday through Friday from 8:00 A.M. to 5:00 P.M. and will be closed during the weekend. The delivery of automobiles by tow trucks will be limited to business hours only. This is in stark contrast to the hours of operation of the prior use which had extensive evening and weekend hours.

All repair work will be performed in the interior of the building. Unlike many repair facilities, the building will be fully air-conditioned. Consequently, the bay doors will remain closed, even during the summer months. This will contain any noise generated within the insulated brick building which is excellent at attenuating sound. Gerber's third-party auditing consultant has not measured levels above 65 decibels outside of its buildings. In addition, sound dissipates over distance and the building is situated a considerable distance from any nearby buildings (approximately 124' to the nearest building). Consequently, the Special Use will comply with the City's noise regulations. We expect that the noise generated by the traffic on Lemont Road and 83rd Street (unofficial readings noted road noise in excess of 80 decibels) will exceed that of the Special Use as measured at the property line. Once again, this differs from the prior use which had a drive-through operation resulting in greater outdoor noise generation.

Odor: Using water-based paint systems, low solvent, and low VOC content materials results in a process that is also low odor. This differentiates Gerber from small local operators who may still use high solvent, high VOC, and high odor products. In the 2 years Kim Miller, Gerber's current Director of Environmental, Health and Safety, has been in charge of North American operations, she is unaware of any neighborhood odor complaints at any of Gerber's 950 locations. Consequently, the proposed Special Use will comply with the City's odor limitation regulations.

Aesthetics and General Impact: The proposed Special Use will occupy the existing building. Only minor changes are proposed. The building is of color and material that fits in with the neighborhood. The building is set back a considerable distance from 83rd Street. Consequently, it does not visually impair the senior living apartments located to the east. Additionally, there is extensive mature landscaping and berming along the property line resulting in an excellent landscape buffer area as shown below:



Similarly, there is an extensive landscaping buffer and berming along the southern property line which abuts 83rd Court:



The only single-family residential home on 83rd Court, located in unincorporated DuPage County, is almost 200 feet away from the building (approximately 159' from the building to the residential property line) due to the Special Use site containing an extensive 93.5' setback. Additionally, the residential home has its garage facing the development:



As a result of the generous setbacks, extensive landscaping, and the use of the existing building, the proposed Special Use will have no negative aesthetic impact on the neighborhood or their enjoyment.

Property Value: The property has been vacant for almost two years. The building and site have begun to fall into disrepair. Vacant buildings are always detrimental to the value of nearby properties. Having a quality, national user make a long-term investment in this site will enhance the overall value of the area. Without Gerber, the site is likely to remain vacant due to the site conditions that make commercial development at this location difficult.

In addition, we have demonstrated that the proposed Special Use is significantly less intensive than the prior use in terms of traffic, hours of operation, noise, and other conditions. Reducing the intensity of the use, in particular during the evening and weekend times, can only help enhance the value of the area.

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;

Response: The proposed Special Use will not impede the orderly development and improvement of the surrounding properties. All surrounding properties have already been developed except for one unincorporated DuPage County vacant residential lot located south of 83rd Court. However, the proposed Special Use is using the existing building located on the previously improved lot. No access to 83rd Court currently exists, and none are proposed. Furthermore, the development has an extensive and heavily landscaped setback along 83rd Court. The building is over 159 feet away from

the property line of the vacant lot. Consequently, the proposed Special Use will not impede the vacant lot's development in any manner.

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;

Response: The site and building are already developed and constructed. While minor alterations to the building are proposed, the architectural design will remain consistent with what is currently in place. The primarily red brick building remains in character with the architecture of the senior living apartments located to the east and the commercial developments to the west. The existing landscape treatment is extensive and mature. Nevertheless, additional landscaping enhancements are proposed.

6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided;

Response: The proposed Special Use will use the existing site improvements. The existing curb-cuts on Lemont Road and 83rd Street provide access to the site. All required utilities are present on site. Similarly, all required stormwater improvements are already in place. Consequently, all necessary facilities for the Special Use are present.

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

Response: Ingress and egress are provided through the existing and previously approved curb-cuts. Their location and configuration were chosen to minimize traffic congestion. The proposed Special Use generates significantly less traffic than the prior use. Consequently, the existing improvements will continue to adequately manage the traffic generated, much of which is by appointment.

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.

Response: The Special Use as proposed will conform with all City requirements. No variations are requested.

8325 Lemont Road – Gerber Collision
Site Screening Examples

Walgreens - 8300 Lemont Rd, Darien, IL 60561
Landscaping consists of shrubs, deciduous trees, and evergreens.



*Goddard School (Daycare) 8350 Lemont Rd, Darien, IL 60561
– vinyl fencing / white, approximately 6 ft. high*



8325 Lemont Road – Gerber Collision
Recent Build

Gerber Huntley, IL – Completed 2023







8325 Lemont Road – Gerber Collision

Affiliations and Community Involvement

Gerber Collision & Glass Affiliations

AGRSS: The Auto Glass Safety Council (formerly the AGRSS® Council) is a not-for-profit organization dedicated to the safe replacement of auto glass. The Auto Glass Safety Council was founded and is supported by companies in the auto glass replacement industry that keep safe installation as their primary goal. The Auto Glass Safety Council has developed the North America's only auto glass replacement standard, the AGRSS® Standard, which addresses procedures, education and product performance.

ASE: ASE is short for the National Institute for Automotive Service Excellence. Since 1972, ASE has worked to improve the quality of vehicle repair and service by testing and certifying automotive professionals. In order to be ASE certified, automotive technicians must pass an ASE Certification test and must have two years of on the job training or one year of on the job training and a two-year degree in automotive repair.

PPG: PPG Industries is an American global supplier of paints, coatings, optical products, specialty materials, chemicals, glass, and fiberglass. PPG operates in more than 70 countries around the world and is Gerber's paint supplier.

I-CAR: The I-CAR Gold Class® designation is the highest training level recognized in the collision industry. All Gerber locations have achieved I-CAR Gold Class® recognition.

RECYCLED RIDES: Recycled Rides is a program in which insurers, collision repairers, paint suppliers, parts vendors and others collaborate to repair and donate vehicles to deserving individuals and service organizations in local communities throughout the country. Gerber Collision & Glass is proud to partner with Recycled Rides to refurbish and donate vehicles to needy families and organizations.

COLLISION REPAIR EDUCATION FOUNDATION: The mission of the Collision Repair Education Foundation is simple and straight-forward: "To secure donations that support philanthropic and collision repair education activities that promote and enhance career opportunities in the industry." Gerber Collision & Glass is proud to support CREF in their

efforts to recruit and educate students as they explore the collision repair industry as a career.

Gerber Collision Gives Back

Gerber Collision & Glass is proud to support the programs and organizations featured on this page and we encourage you to learn more about them.



Job Shadow Day

Gerber Collision & Glass occasionally hosts Job Shadow Day at various locations in Illinois. Job Shadow Day is an initiative that gives students the chance to learn about real workplaces and explore career pathways by “shadowing” people who work in their field of interest.



Clothes for Kids

Gerber Collision & Glass - Lynwood, WA is a proud sponsor of Clothes for Kids annual "Transforming Lives Breakfast". Clothes for Kids is an organization that provides youth with supplemental clothing needs, combined with a unique shopping experience to help foster and boost individual self-esteem.



Chicagoland Toys for Tots

Gerber Collision & Glass repair centers in the Chicagoland area are drop-off locations for Chicagoland Toys for Tots. We invite you to drop-off a new and unwrapped gift for a child in need during this Christmas holiday season at participating Gerber Collision & Glass locations.



CROP Hunger Walk

Gerber Collision & Glass is a sponsor of the annual CROP Hunger Walk in Rockford, IL. CROP Hunger Walks are community-wide events sponsored by Church World Service and organized by religious groups, businesses, schools and others to raise funds to end hunger in the U.S. and around the world.



Wings of Mercy

Gerber Collision & Glass supports Wings of Mercy, West Michigan, through its annual charity golf tournament. Wings of Mercy is a faith based, non-profit volunteer pilot organization dedicated to connecting general aviation pilots with low income patients in need of transportation to distant medical facilities.



Stanwood Soap Box Derby

Gerber Collision & Glass - Stanwood, WA, supports their local Soap Box Derby participants by partnering with PPG to offer free car painting to derby entrants. Volunteers from Gerber Collision & Glass and supply donations from PPG are helping to make this event very memorable!



Peanut Butter Rally

Held annually in support of the Rock River Valley Pantry, the goal of the Rally is to collect enough jars of peanut butter to meet the summertime needs of families that use the RRV Pantry. The program aims to keep children nourished while school is out by providing healthy peanut butter. Gerber Collision & Glass has collected thousands of jars by holding rallies at area shops.



Recycled Rides

This program enlists the help of members of the National Auto Body Council (NABC) to repair and then donate recycled vehicles to families in need in the community. Gerber Collision & Glass participated in the program for the first time in 2010 and has since become even more involved.



Collision Repair Education Foundation

Gerber Collision & Glass is a member of the Collision Repair Education Foundation's Industry Leadership Circle. Gerber donated \$10,000, which will go to support student scholarships, tool/equipment grants, and other initiatives by the organization.



Evergreen Aids Foundation

Gerber Collision & Glass supports the Evergreen Aids Foundation, Concert for a Cause, held in Bellingham, Washington. The mission of Evergreen AIDS Foundation is to foster a healthy and hopeful community response to HIV/AIDS in Northwest Washington through education, prevention and direct client services.



Gerber's Green Initiatives

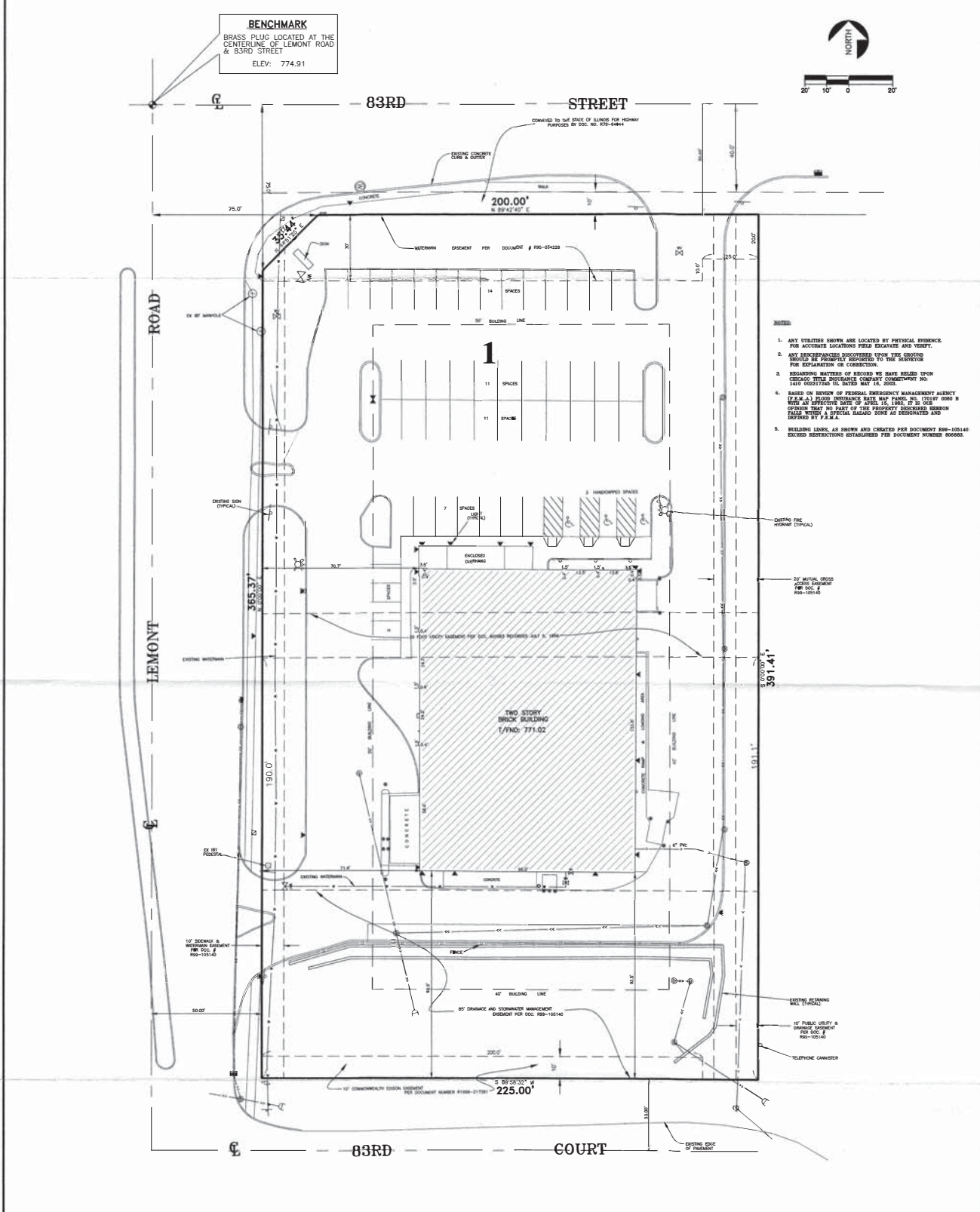
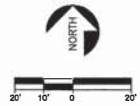
At Gerber Collision & Glass, we believe in doing our part to have a safer and greener planet. Read more about what we are doing at our repair centers to help. [Gerber's Green Initiatives](#)

MEMO

ALTA/ACSM LAND TITLE SURVEY

LOT 1 IN POKORSKI RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1999 AS DOCUMENT NUMBER R1999-105140, IN DUPAGE COUNTY, ILLINOIS.

BENCHMARK
BRASS PLUG LOCATED AT THE CENTERLINE OF LEMONT ROAD & 83RD STREET
ELEV.: 774.91



- NOTES:
1. ANY UTILITIES SHOWN ARE LOCATED BY PHYSICAL EVIDENCE FOR ACCURATE LOCATIONS FIELD EXCAVATE AND VERIFY.
 2. ANY DISCREPANCIES DISCOVERED FROM THE CONTROL SURVEY SHALL BE CORRECTED TO THE SURVEYOR FOR ESTABLISHMENT OF CORRECTION.
 3. REGARDING MATTERS OF RECORD WE HAVE RELIED UPON CHICAGO TITLE INSURANCE COMPANY COMMITMENT NO. 1410 REGISTERED IN STATE REG. 15, 2005.
 4. BASED ON REVIEW OF FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) ZONING INSURANCE RATE MAP PARCELS NO. 171477 0000 B WITH AN EFFECTIVE DATE OF APRIL 15, 1995, IT IS OUR OPINION THAT NO PART OF THIS PROPERTY DESCRIBED HEREON FALLS WITHIN A SPECIAL HAZARD ZONE AS DESIGNATED AND DEFINED BY F.E.M.A.
 5. BUILDING LINES, AS SHOWN AND CREATED PER DOCUMENT 899-105140 EXCEED RESTRICTIONS ESTABLISHED FOR DOCUMENT NUMBER 899-105140.

SYMBOL LEGEND

<ul style="list-style-type: none"> ○ - MANHOLE ○ - CATCHBASIN ■ - CONCRETE BASE WITH LIGHT ○ - WATER VALVE (UNLESS OTHERWISE NOTED) — - HYDRANT ○ - WALK & VAULT ○ - GAS VALVE ○ - UTILITY POLE W/OUT ○ - POWER POLE — - STREET LIGHT — - STREET LIGHT ○ - WELL — - TRAFFIC SIGNAL ○ - HANDHOLE ○ - SANITARY SEWER 	<ul style="list-style-type: none"> — - QUADRANT — - HEADWALL — - FLARED END SECTION — - EXIST. CONTOURS — - PROP. CONTOURS — - MAILBOX — - SANITARY SEWER — - SANITARY SEWER STUB — - STORM SEWER — - WATERMAIN — - OVERHEAD WIRES — - UNDERGROUND GAS LINE — - UNDERGROUND ELECTRIC CABLE — - UNDERGROUND PHONE CABLE — - UNDERGROUND TELEVISION CABLE — - KILET 	<ul style="list-style-type: none"> ○ - TELEPHONE CANTISER ○ - COM. ED. CANTISER ○ - CABLE CANTISER □ - TRANSFORMER ○ - WATERMAIN STUB ○ - SANITARY SEWER STUB ○ - STORM SEWER STUB — - FENCE LINE ○ - ELECTRIC CONTROL BOX ○ - JUNCTION BOX ○ - SPRINKLER ○ - STAND PIPE ○ - BOLLARD ○ - GAS METER ○ - BORING LOCATION 	<ul style="list-style-type: none"> ○ - DECIDUOUS TREE - LESS THAN 6" DIA. UNLESS OTHERWISE NOTED ○ - EVERGREEN TREE - LESS THAN 6" DIA. UNLESS OTHERWISE NOTED XXX - ELEV. TO TOP OF HIGHEST EXISTING NON-UTILITY SURFACE ELEVATION (UNLESS OTHERWISE INDICATED) XXX - ELEV. TO TOP OF HIGHEST EXISTING NON-UTILITY SURFACE ELEVATION — - DEPRESSED CURB ○ - BUFFALO BOX ○ - TELEPHONE MANHOLE ○ - ELECTRIC MANHOLE ○ - STORM DRAIN ○ - DRAIN TILE ○ - SIGNAL CONTROL BOX — - CONCRETE SURFACE — - SAND
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PREPARED FOR: **LETTZ, BANNER & FORD (ATTORNEYS AT LAW)**
 JOB ADDRESS: **LEMONT RD. & 83RD ST., BARREN, IL.**
 JOB NO.: **05-29-04082**

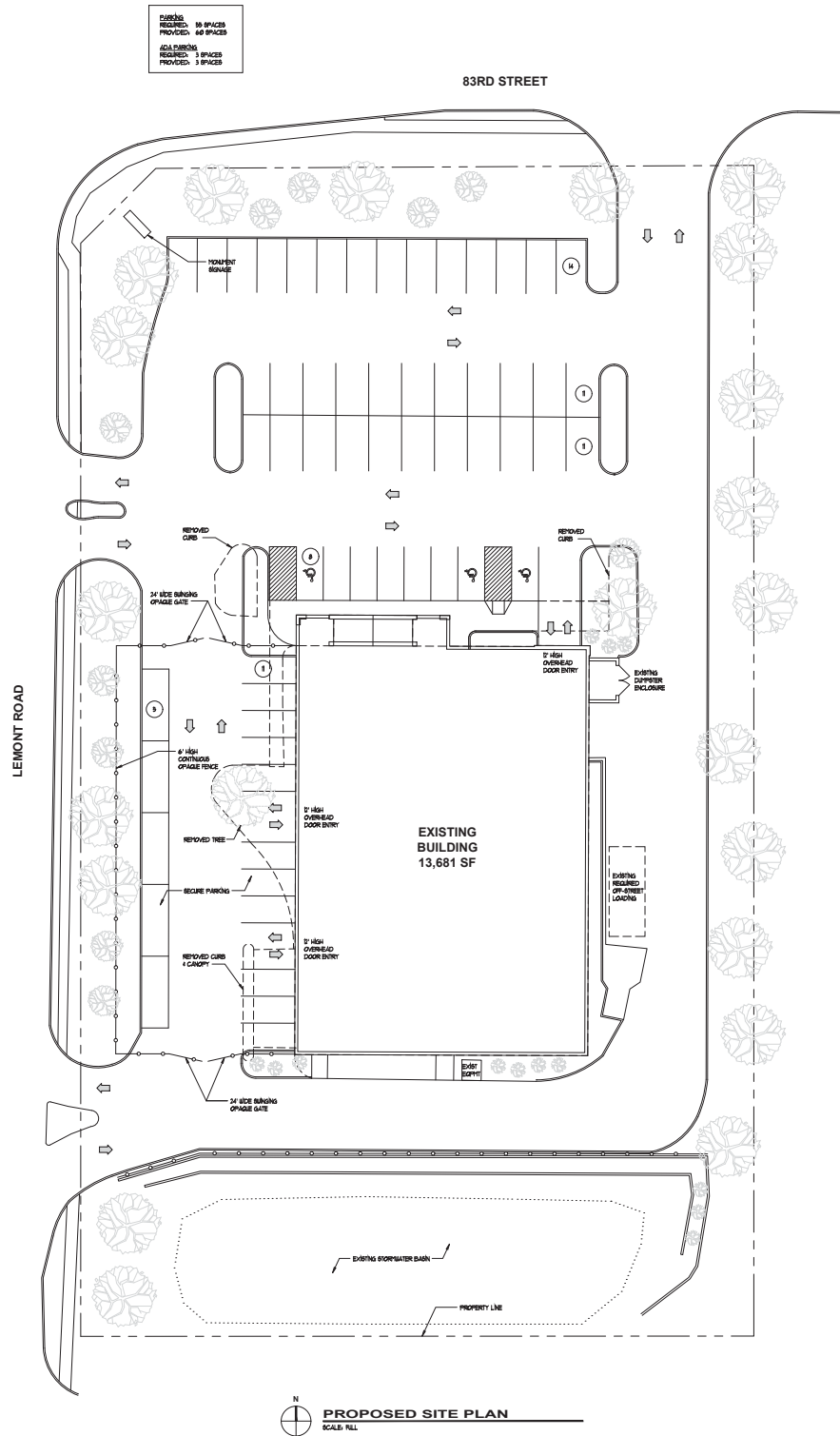
NEKOLA SIGNATURE SURVEY
 A DIVISION OF MORRIS ENGINEERING
 400 N. SCHMIDT RD., SUITE 209
 BOLLINGERBROOK, IL 60440
 (630)759-0165 phone (630)759-0297 fax

NO IMPROVEMENTS SHOULD BE MADE ON THE BASIS OF THIS PLAT AND FIELD INFORMATION OF OTHER WORKS SHOULD BE OBTAINED PRIOR TO COMMENCEMENT OF ANY AND ALL CONSTRUCTION. FOR BRIDGING, LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN, REFER TO YOUR DEED, ABSTRACT, TITLE POLICY CONTRACTS AND LOCAL BUILDING AND ZONING ORDINANCES.

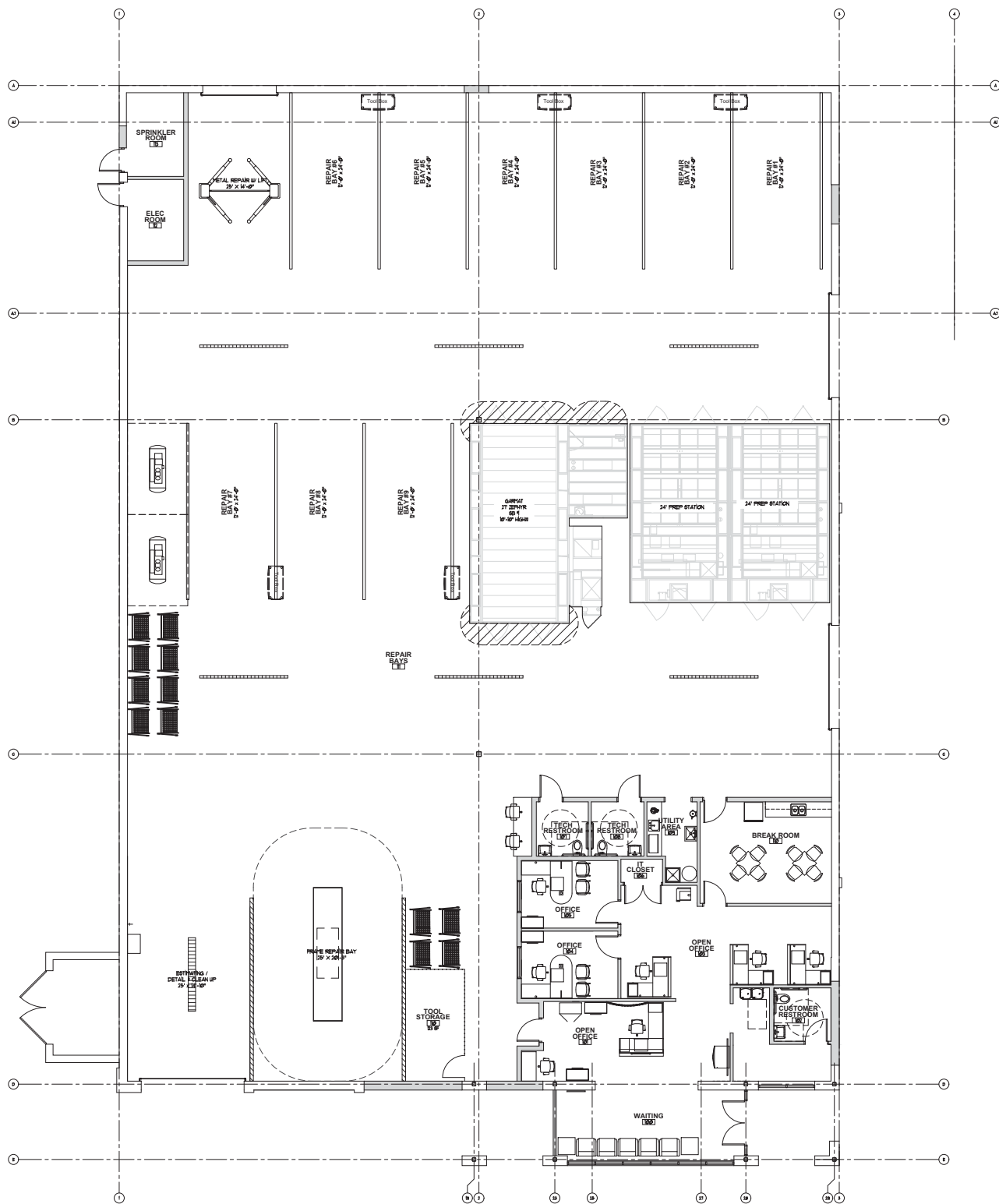
I, WAYNE W. NEKOLA, ILLINOIS PROFESSIONAL LAND SURVEYOR NUMBER 5882, DO HEREBY CERTIFY TO THE ACCURACY OF THIS SURVEY AND TO THE TRUTH OF THE DATA AND INFORMATION HEREON. THIS SURVEY IS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE ALTA/ACSM LAND TITLE SURVEY, JOINTLY ESTABLISHED AND ADOPTED BY ALTA, ACSM AND ACCURACY STANDARDS AS SET BY ALTA, NEPS, AND ACSM AND IN EFFECT ON THE DATE OF THIS CERTIFICATION UNLESS OTHERWISE FURTHER CERTIFIED THAT THE POSITIONAL UNCERTAINTIES RESULTING FROM THE SURVEY MEASUREMENTS MADE ON THIS SURVEY DO NOT EXCEED THE ALLOWABLE POSITIONAL TOLERANCE.

DATED AT ILLINOIS, THIS 14TH DAY OF AUGUST, A.D. 2005.

Wayne W. Nekola
 1715 No. 8923

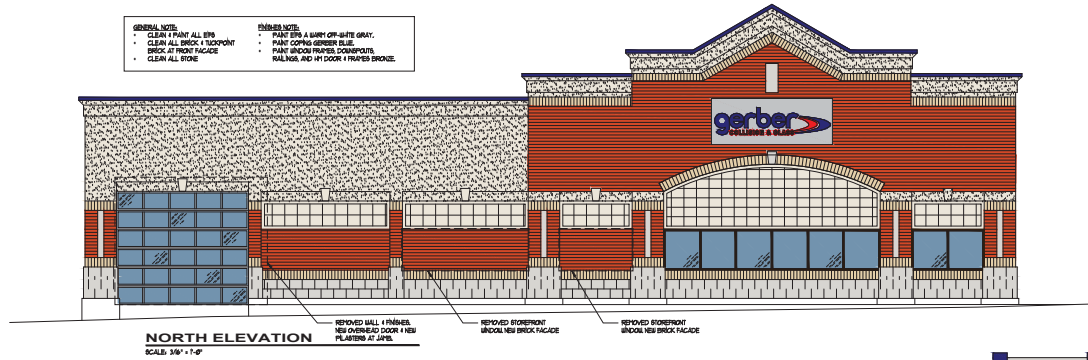


MEMO

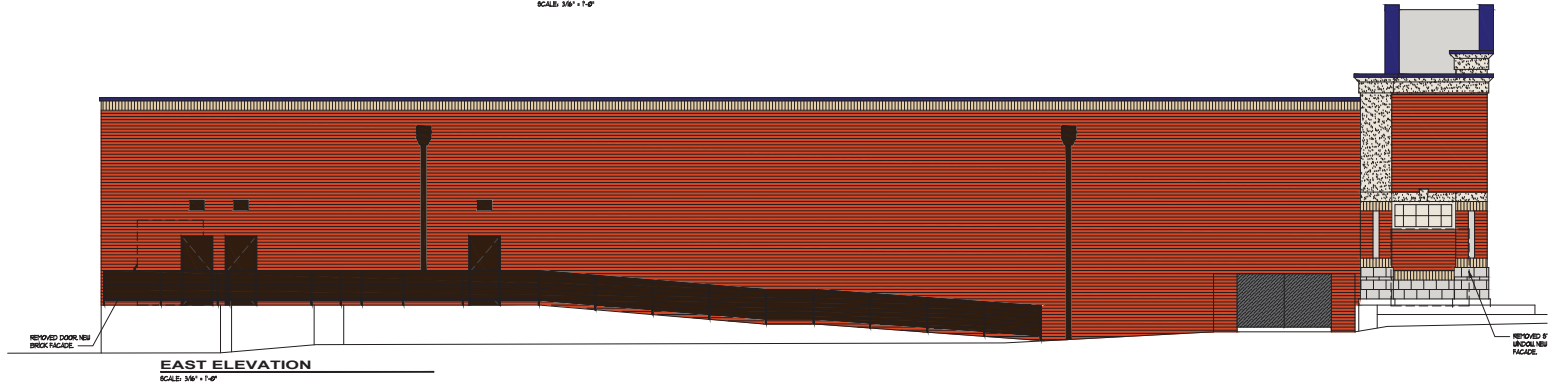


PROPOSED FLOOR PLAN
 SCALE: 1/8" = 1'-0"

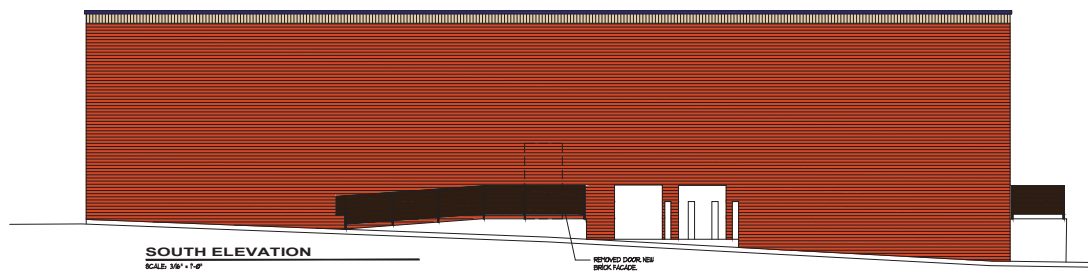
- | GENERAL NOTE: | DIMENSIONAL NOTE: |
|--|---|
| <ul style="list-style-type: none"> CLEAR & PAINT ALL EPS CLEAR ALL BRICK & TUCKPOINT BRICK AT FRONT FACADE CLEAR ALL SIDING | <ul style="list-style-type: none"> PAINT EPS A BARRY OFF-WHITE GRAY. PAINT COPING GERBER BLUE PAINT WINDOW FRAMES, DOWNSPUTS, BALUNGS, AND HYD DOOR & FRAMES BRONZE. |



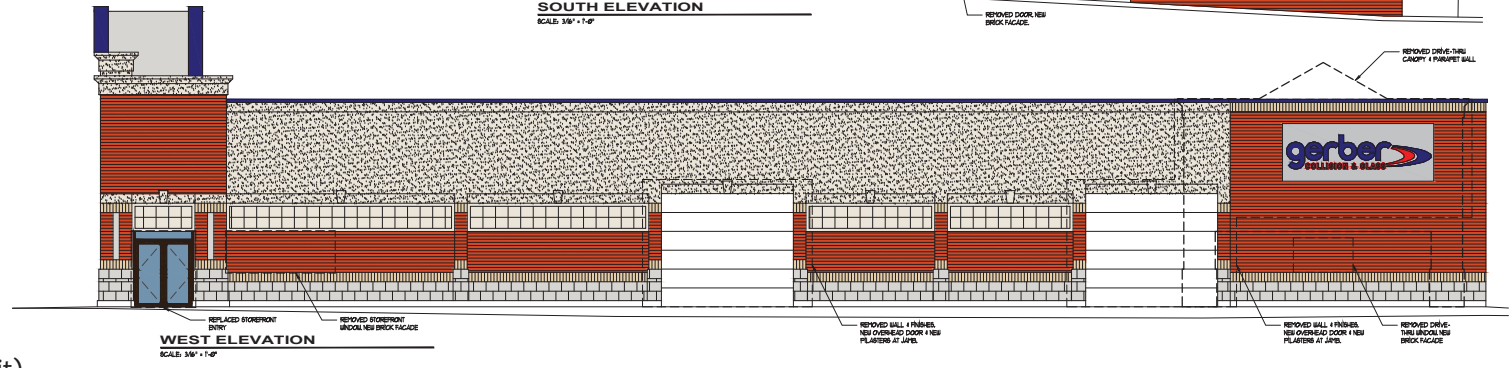
NORTH ELEVATION
SCALE: 3/8" = 1'-0"



EAST ELEVATION
SCALE: 3/8" = 1'-0"



SOUTH ELEVATION
SCALE: 3/8" = 1'-0"



WEST ELEVATION
SCALE: 3/8" = 1'-0"

Parcel Viewer

8325 LEMONT RD, DARIE X

Show search results for 8325 L...

Parcel Search

Searches	Shapes	Buffer	Results
Remove	Clear	TXT	Download PDF Report
PIN			0932301039
OWNER			CVS HEALTH CORPORATION
PROPERTY STREET NUMBER			
PROPERTY STREET DIRECTION			
PROPERTY STREET NAME			8325 LEMONT RD
PROPERTY APARTMENT			
PROPERTY CITY			DARIEN
STATE			IL
PROPERTY ZIPCODE			60561
PROP_CLASS			C
FCVLAND			199,850
FCVIMP			554,010
FCVTOTAL			753,860
LEGAL DESCRIPTION 1			POKORNY RESUB
LEGAL CODE 1			00000000
PROPERTY ADDRESS			8325 LEMONT RD
TOWN STATE ZIP			DARIEN IL 60561

1 - 1 of 1 results

Soils (SSURGO_Soils_2011)

Unincorporated Zoning Data

County of DuPage, Esri Canada, Esri









MEMO

Jordan Yanke

From: Michael Werthmann
Sent: Wednesday, October 4, 2023 1:11 PM
To: Jordan Yanke
Subject: RE: Traffic Impact Question

Jordan:

According to the *ITE Trip Generation Manual*, 11th Edition

- A “Pharmacy/Drug Store with Drive-Through” generates on average 3.74 trips per 1,000 square feet during the morning peak hour and 10.25 trips per thousand square feet during the weekday evening peak hour.
- A “Automobile Parts and Service Center” generates on average 1.91 trips per 1,000 square feet during the morning peak hour and 2.06 trips per thousand square feet during the weekday evening peak hour.

If the two facilities are approximately the same size, the automobile parts and service center will generate less peak hour trips than the pharmacy/drug store.

Please contact me with any questions. Thank you.

Michael A. Werthmann, PE, PTOE
Principal

Kenig, Lindgren, O'Hara, Aboona, Inc.

9575 West Higgins Road, Suite 400
Rosemont, IL. 60018
www.kloainc.com



From: Jason Norton <jnorton@darienil.gov>

Sent: Tuesday, October 24, 2023 2:20 PM

To: Dan Gombac <dgombac@darienil.gov>

Subject: CVS Related Crashes

Dan,

You asked about CVS related crashes. I performed a geographic search through our reporting system that goes back to June 2019. The geographic area covered northbound Lemont Rd, eastbound 83rd St/Plainfield Rd and the CVS parking lot itself. There were three reported accidents for the criteria entered.

- 1- Parking lot-one vehicle struck parked car
- 2- Rear end on Lemont Rd adjacent to CVS and south west of Plainfield/83rd
- 3- Vehicle exiting CVS facing north and turning west...when eastbound vehicle struck turning car

No other reported accidents for the area or timeframe searched.

Thank you,
Jason



Jason Norton #334

Deputy Chief

Darien Police Department

1710 Plainfield Road

Darien, IL 60561

Main: 630-971-3999

Office: 630-353-8334

Fax: 630-971-4326

Email: jnorton@darienil.gov



Odelson, Murphey, Frazier & McGrath, Ltd.

3318 West 95th 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

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 (2nd 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 (1st 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 (1st 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

MEMO



Brookeridge Homeowners Association

8554 Main Street
Downers Grove, Illinois
60516
E-Mail: info@brookeridgehomeowners.com
Website: www.brookeridgehomeowners.com

September 30, 2023

VIA E-MAIL

Jordan Yanke
Senior Planner, City of Darien
1702 Plainfield Road
Darien, Illinois 60561

Dear Mr. Yanke,

You may recall that we spoke a few days ago regarding the October 4th public hearing relating to the former CVS site at Plainfield and Lemont Roads. Since that time, our board has reviewed the information packet and discussed the matter. We also circulated this information to our homeowners/membership and solicited their comments and questions.

In summary, we ask that the Special Use Permit requested by Gerber Collision be denied.

- Gerber operates a chain of automobile rebuilders ("body shops"). This operation is inconsistent and inharmonious with the nature and character of the surrounding properties. The site is surrounded to the south and east by Brookeridge single-family residences and the Myers Commons Apartments, a 90-unit senior housing complex.
- Inherent in this proposed business is the transport and storage of wrecked vehicles. Gerber has proposed to obtain a variance so they could install a six-foot high opaque wall or fence along Lemont Road (so that vehicles awaiting repair "will not be visible to the public eye"). We fail to see how such a wall offers any aesthetic comfort to the adjacent property owners.

We hope that a more suitable tenant can be obtained, one that would serve our local community without exposing us to undesirable adversities.

I would be happy to discuss this matter at your convenience.

Sincerely Yours,

Gary Koche
President,
Brookeridge Homeowners Association

October 4, 2023

Regarding: **Public Hearing on 10/4/23 – PZC2023-08 - 8325 Lemont Road** – Gerber Collision Special Use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. Property is located within the B-2 Community Shopping Center Business District. The petitioner **relies on variations granted in Ordinance No. O-08-99 and seeks additional variations as deemed necessary.**

Dear Mayor Marchese, Bryon Vana, Dan Gombac, Jordan Yanke, the City of Darien City Council, and the Members of the City of Darien Planning & Zoning Commission:

I am writing as a long-time resident, homeowner, parent, and taxpayer of Darien, who has lived in close proximity to the location being discussed this evening, since 1986. I am opposed to the “Special Use” request. Please consider the following:

The City of Darien’s Special Use Criteria [comments in **BOLD**]:

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. **[NOT NECESSARY – existing local options available]**
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. **[WILL BE DETRIMENTAL – see narrative that follows]**
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. **[WILL BE INJURIOUS – see narrative that follows]**
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. **[WILL IMPEDE IMPROVEMENT – will provide a precedent for more industrial type developments to continue to expand into existing residential areas]**
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. **[WILL CAUSE SUBSTANTIAL DEPRECIATION]**

The City of Darien's Variation Criteria [comments in **BOLD**]:

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

- a) 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. [**NO – the property was acquired without a tenant and is being marketed to attract a tenant**]

- b) Problem with Property: There is a feature of the property such as slope or shape or change made to the property, which does not exist on neighboring properties, which makes it unreasonable for the owner to make the proposed improvement in compliance with this title. Such feature or change was not made by the current owner and was not known to the current buyer at the time of purchase. [**NO – long standing existing building and lot**]

- c) 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. [**N/A**]

- d) 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. [**WILL CREATE A NEIGHBOR PROBLEM – see narrative that follows**]

- e) 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. [**WILL CREATE A COMMUNITY PROBLEM – see narrative that follows**]

- f) Net Benefit: The positive impacts to the community outweigh the negative impacts. [**NO NET BENEFIT**]

- g) Sacrifice Basic Protections: The variation, if granted, will comply with the purposes and intent of this title set forth in subsection 5A-1-2(A) of this title and summarized as follows: to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to **WILL NOT avoid nuisances, WILL NOT enhance aesthetic values**, to ensure an adequate supply of light and air, and to **WILL NOT protect public health, safety, and welfare**.

There are several compelling reasons why the City of Darien should not approve this special use permit. While I understand it's important to balance the needs of development with the interests of the community, the following should be considered and not allow such a development:

1. **Noise Pollution:** Auto repair centers can generate significant noise from the use of power tools, machinery, and vehicle testing. This noise can disrupt the peaceful environment of a residential neighborhood and negatively impact residents' quality of life. Myers Housing Apartments (a senior living space) is right next door.

2. **Traffic Congestion:** Auto repair centers often attract a steady flow of customers and vehicle traffic, leading to increased congestion in residential areas. This can pose safety risks, reduce property values, and make it more difficult for residents to navigate their own neighborhood. This intersection is a cross walk for local residents to access Walgreens and for students of Center Cass to go to/from school. It is also on the heavily used DuPage County bike path.
3. **Environmental Concerns:** The use of chemicals, oils, and other hazardous materials in auto repair can pose environmental risks. Accidental spills or improper disposal of these substances can contaminate soil and groundwater, potentially harming the ecosystem and the health of residents. The developer can promise safe use and disposal of chemicals but have we already forgotten the long-term damage to health of our residents by Sterigenics, which was located in an industrial park? The only way to ensure safety is to not locate these types of developments near homes and residents.
4. **Decreased Property Values:** The presence of an auto repair center in a residential area can lead to a decrease in property values. Potential buyers and renters may be less inclined to invest in homes located near noisy and potentially polluting businesses.
5. **Safety Concerns:** Auto repair facilities often involve the storage of flammable materials and hazardous waste. This poses safety concerns for both the employees working at the facility and nearby residents, particularly in the event of accidents or emergencies.
6. **Incompatible Land Use:** A residential area is typically zoned for housing and designed to provide a safe and quiet environment for families. Introducing a commercial auto repair center may be incompatible with the intended use and character of the neighborhood.
7. **Negative Aesthetic Impact:** Auto repair centers can be visually unappealing, with parked cars awaiting repair, industrial equipment, and signage that may not align with the aesthetic and architectural standards of a residential area.
8. **Legal and Zoning Issues:** Approving a special use permit for an auto repair center in a residential area may raise legal and zoning issues. It could set yet another precedent for future developments that may not be in the best interest of the community. The developer is already using previous special approvals as a precedent – *“There is precedent for similar special use approval for collision adjacent to residential areas with r3 zoning.”*
9. **Community Opposition:** Local residents often have a strong attachment to their neighborhoods and may be opposed to changes that could negatively impact their way of life. Their concerns and objections should be taken into consideration by city officials.
10. **Alternative Locations:** There may be more suitable locations within the city for an auto repair center, such as commercial or industrial zones, where the impact on residents would be minimal.
11. **Opens the door for additional and similar developments,** expanding the industrial corridor, further deteriorating the quality of life for existing residents.
12. **This is a major Gateway into Darien – we can and should do better.**

In conclusion, when considering whether to approve a special use permit for an auto repair center in a residential area, City officials should carefully weigh these compelling reasons against the potential benefits of the development. It's essential to prioritize the well-being and interests of the residents and maintain the character and integrity of the neighborhood.

Thank you for your careful consideration of this development – on behalf of the RESIDENTS OF DARIEN.

Sylvia McIvor
3253 Ailsworth Court
Darien, IL 60561
(312) 961-9230

ATTN: Jordan Yanke
City Planner

RE: Public Hearing – Gerber Collision
Monday, October 23, 2023 @ 6pm
City Hall Darien, IL

Statement from Mary Travis – Myers Commons Resident Group, Leadership Team Member Apt 125

The major issues and concerns expressed by some Myers Commons residents are: Appearance of the Property with cars towed in to be worked on, Noise from the Shop and Tow Trucks, Disposal of Parts, Containment of Paint Fumes and any Other Chemicals Used. Our building is the closest property to the proposed site for the repair shop. Residents are also concerned that increased traffic from Northbound Lemont Rd will increase the traffic that turn onto 83rd Court and through our parking lot to get around the traffic light at 83rd & Lemont Rd.

Thank you

Statement from Sue Gregorovic - Myers Commons Resident Apt 139

I am not in favor of having an Autobody repair shop on the location of the former CVS building, at the corner of 83rd and Lamont Rd. It's bad enough that we have a 24-hour gas station across the street. My apartment is on the first floor and one of the closest to the old CVS building. Lemont Rd already has a lot of traffic and noise. I already can't get a good night sleep between sirens, ambulances and police there is so much noise. I'm also concerned about paint and chemical fumes from the building.

Thank you

Statement from Arlene Holik - Myers Commons Resident Apt 225

My name is Arlene Holik. I have lived at Myers Commons Senior Apartments, next door to the proposed development for 17 years. I have enjoyed the peace and quiet here. So, I am concerned about the noise generated by auto repair. What are you planning to do about noise abatement? There are environmental concerns. How will chemicals, oil and other pollutants be disposed? Is there the possibility of run off? There is a marsh area and pond on our site. There is a nesting area for geese on our site. Will they be affected by these pollutants over time?

Thank you

Darien Planning Zoning Meeting vcp comments & points to raise

Thank you for the chance to comment on the proposal for a body shop in the old CVS building. Firstly I would like to preface my comments by saying I appreciate the training and skills necessary to operate and repair damaged vehicles. This work though must be done in a manner that protects the health and safety of everyone.

Vcp background- retired Senior Principal scientist at Universal Oil Products/ Honeywell. Biochemistry, chemistry, chemical engineering focus over 38 years post degree.

The application for the Special Use variance, in my opinion, is lacking a substantial amount of the critical information needed by citizens and the Darien governing body to make a realistic assessment of the value of allowing that proposed body shop at that location.

Points:

1. Body shop activities produce the release of toxic and hazardous materials. Some of these activities directed to damaged vehicles are paint stripping, grinding, welding, sanding, solvent washing, priming, basecoat, clear coats, drying to name a few. The US EPA reports that 287,000 TONS of volatile organic compounds were emitted from 50,000 body shops in 2015! 12,000 lbs./year per facility! I am sure the trend to moving toward water-based paints has improved this startling picture but not completely. Water based coating still contain volatile and extremely hazardous compounds! One of the worst are various types of iso-cyanates which are known carcinogens. Unfortunately the newer non iso coating have not yet received the comprehensive testing needed to assess chronic safety. Dusts produced from water based paints remain hazardous. The applicant needs to provide a detailed list of ALL the chemicals, solvents, paint types, windshield sealants, etc intended to be used at this location in order to understand the air quality to be released. A school is located right across the street, senior living just east, and residential directly south. Vapors and respirable dusts can easily travel many miles (Sterigenics) The application does not provide details of emission control facilities intended, hazardous waste estimates, approach to reducing contamination from leaking wrecked vehicles, etc
2. Noise: repairing wrecked cars makes noise. Air compressors, emission control filters, water wash pumps, air hammers, impact wrenches, sanding and grinding equipment, cutting tools and saws, This sound can be expected as nearly constant while the facility is in operation. Noise from tow vehicles dropping off wrecked vehicles can also be expected at all hours?

3. The proposed fence along Lemont road to "shield" the view of wrecked vehicles needs to be described more completely. Many types of fences, especially high ones, are simply another type of eyesore. Not a good look for a "gateway" entrance to Darien. A visit to a selection of similarly sized body shops by Darien officials should be considered.

I have a number of documents to share with Darien. Thank you very much for listening.

October 30, 2023

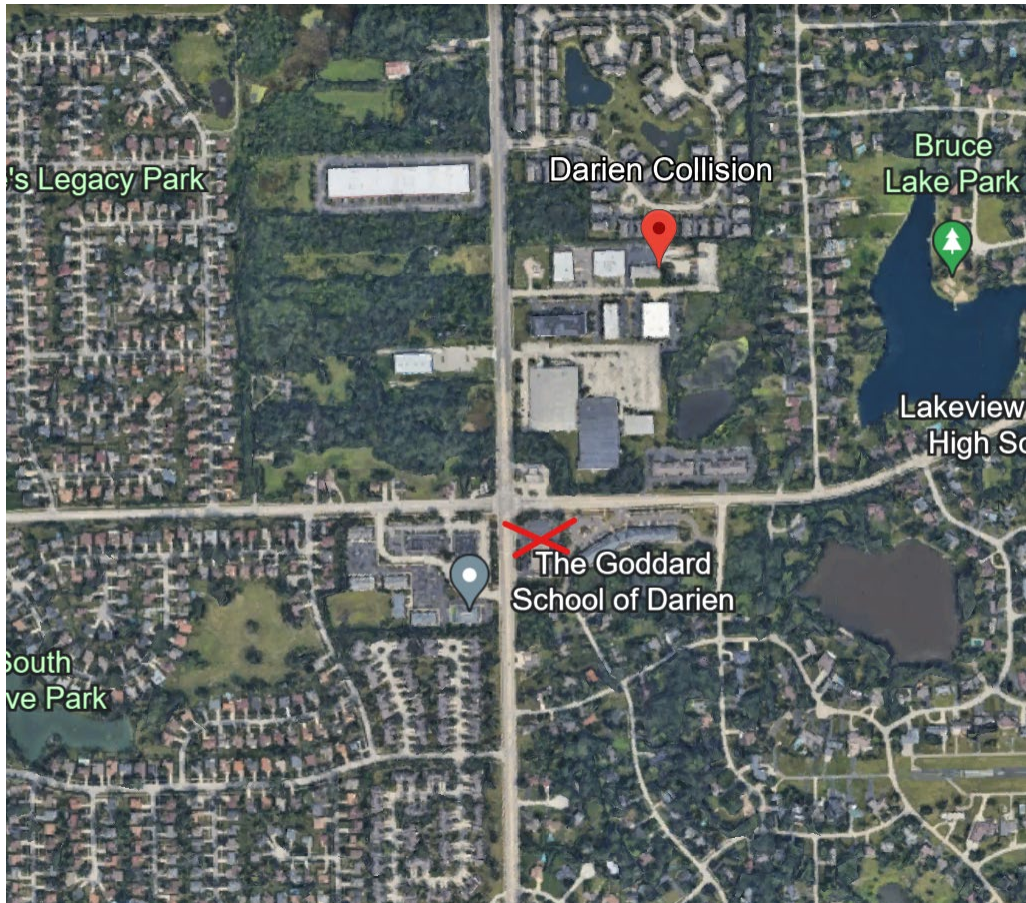
To: Bryon Vana and Members of the Darien Municipal Services Committee

I am writing to express my ongoing concerns regarding the following proposed development:

CASE PZC2023-08 Gerber Special Use – 8325 Lemont Road ISSUE STATEMENT Petitioner (Storebuild LLC c/o Gerber Collision) seeks approval of a special use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center.

The city’s zoning ordinance lists the proposed use as a “garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding” and deems it as a special use within the property’s zoning designation.

The City of Darien already has at least three (3) existing, auto repair businesses. One (Darien Collision) is located in an industrial park, located within walking distance of 83rd and Lemont Road (see below – proposed CVS location marked with a red X):



The driving times/distances from 83rd and Lemont Rd to these three, local, **DARIEN** businesses are as follows:

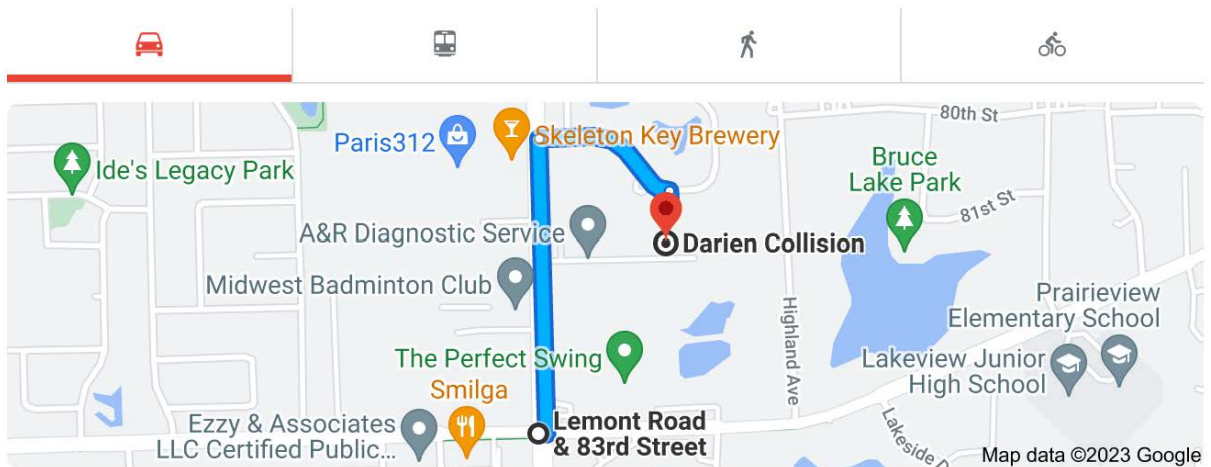
1. **Darien Collision – 8125 Lemont Road – 2 minutes/0.6 miles**
2. **Heraldsen’s Garage – 3 minutes/1.4 miles**
3. **Chuck’s Import and Domestic Auto Services – 6 minutes/2.5 miles**

In fact, these highly rated, existing businesses are conveniently located to the north, east and southwest areas of Darien, ready to serve all local residents.

1. **DARIEN COLLISION:**

○ Lemont Rd & 83rd St

○ Darien Collision, 8125 Lemont Rd #2, Darien, IL 60561



2 min (0.6 mi) via Lemont Rd and Woodmere Dr



Directions

Darien Collision

8125 Lemont Rd #2, Darien, IL

[Write a review](#)

4.8 ★★★★★ 62 reviews ⓘ



Bailee Carver

1 review

★★★★★ 3 months ago

this was the best experience i have ever had in terms of car repairs. they perfectly fixed new hail damages, including a new windshield. they also repaired old damages that had been previously "repaired" by another shop when my car was ... [More](#)

Like



Diane Adgent

3 reviews

★★★★★ 6 months ago

Rich and Ken are amazing! This is my second time using their services after an accident and they will be the only body shop I use. They were honest, fair and kept us updated throughout the entire process. They even got my repair done way ahead of schedule, which is awesome!

Darien Collision Center

Truck Rentals

BBB Rating: A+

Not BBB
Accredited

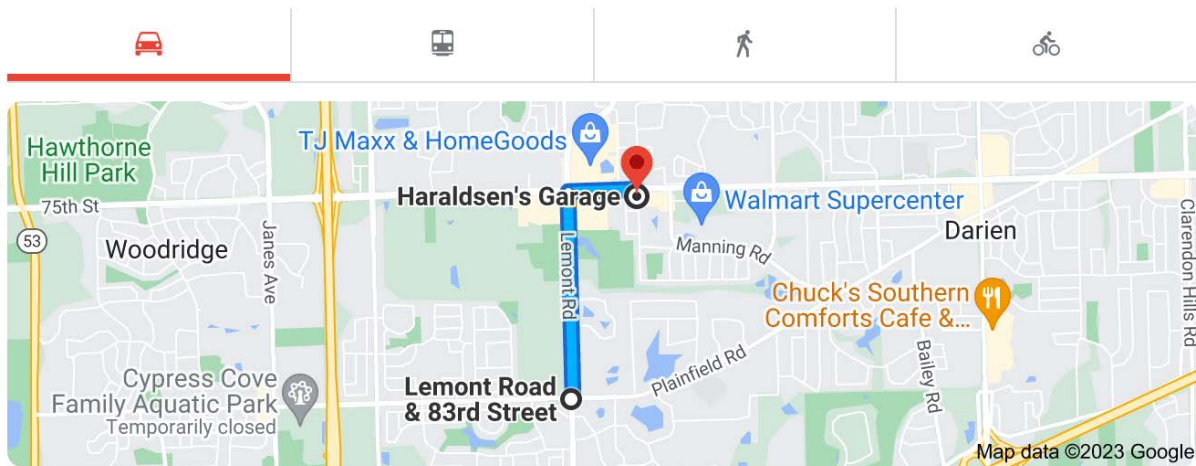
(630) 852-3353

8125 S Lemont Rd # 2, Darien, IL 60561-1509

2. HERALDSEN'S GARAGE:

○ Lemont Rd & 83rd St

○ Haraldsen's Garage, 2525 75th St, Darien, IL 60561



3 min (1.4 mi) via Lemont Rd



[Directions](#)

From Haraldsen's Garage

"Haraldsen's Garage is a local, family-owned organization with one simple goal in mind when it comes to the repair of your vehicle, to get it right the first time, every time; and on top of that, ensure that you, the customer is happy throughout the process."

Haraldsen's Garage

2525 75th St, Darien, IL

 Write a review

3.9  51 reviews 



Robbie Dalton

8 reviews · 2 photos

 2 months ago

These guys are very knowledgeable and trustworthy. We've taken our cars to them for many, many years and they always do a great job.

 Like



Patti K

11 reviews · 2 photos

 a month ago

1st time I ding them. Will only use them. Had great service and very trust worthy thank you

 Like

Haraldsen's Garage

Auto Repair, Auto Body Repair and Painting

BBB Rating: A+

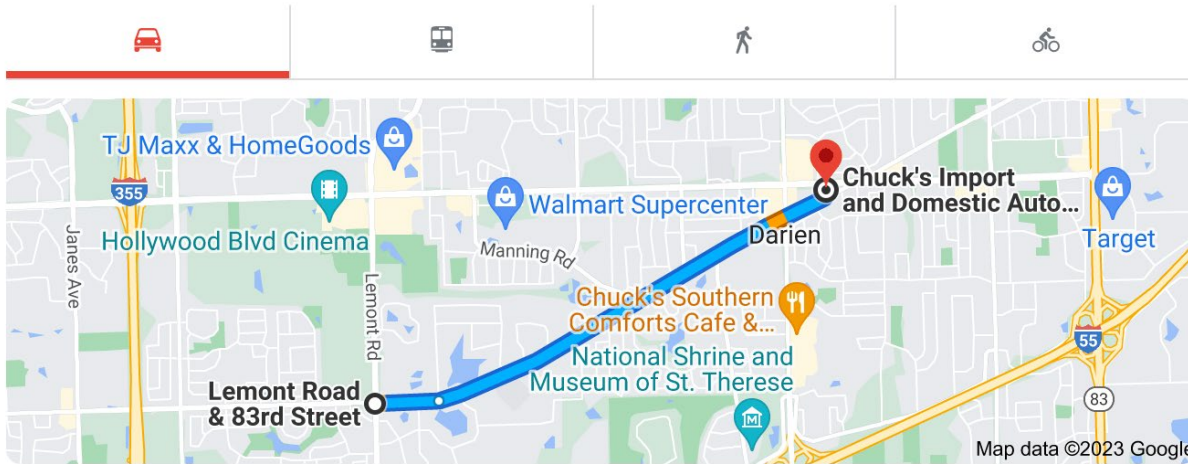
 Not BBB Accredited

(630) 985-5440

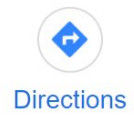
2525 75th St, Darien, IL 60561-4301

3. CHUCK'S IMPORT AND DOMESTIC AUTO SERVICE:

- Lemont Rd & 83rd St
- Chuck's Import and Domestic Auto Service, Inc. 75th Street, Darien, IL



6 min (2.5 mi) via Plainfield Rd



Chuck's Import and Domestic Auto Service, Inc.

1009 75th St, Darien, IL

 Write a review

4.7  93 reviews ⓘ



Kristian Tungol

6 reviews



 4 days ago **NEW**

Best mechanics and my go-to when I'm having car troubles. Bob and his team are great. Make sure you call and schedule ahead. I highly recommend this place!

 Like



Squareroot Audio

30 reviews · 15 photos



 a month ago

My parents have been bringing there cars for decades. This is my second vehicle that I have brought in for brakes. One thing I appreciate is they let me choose my parts. I did OEM Ford rotors and upgraded the brake pads to Akebono. It's nice to have a great place to take your car when you want to skip the dealership.

Chuck's Import & Domestic Auto Service, Inc.

Auto Repair

BBB Rating: A+



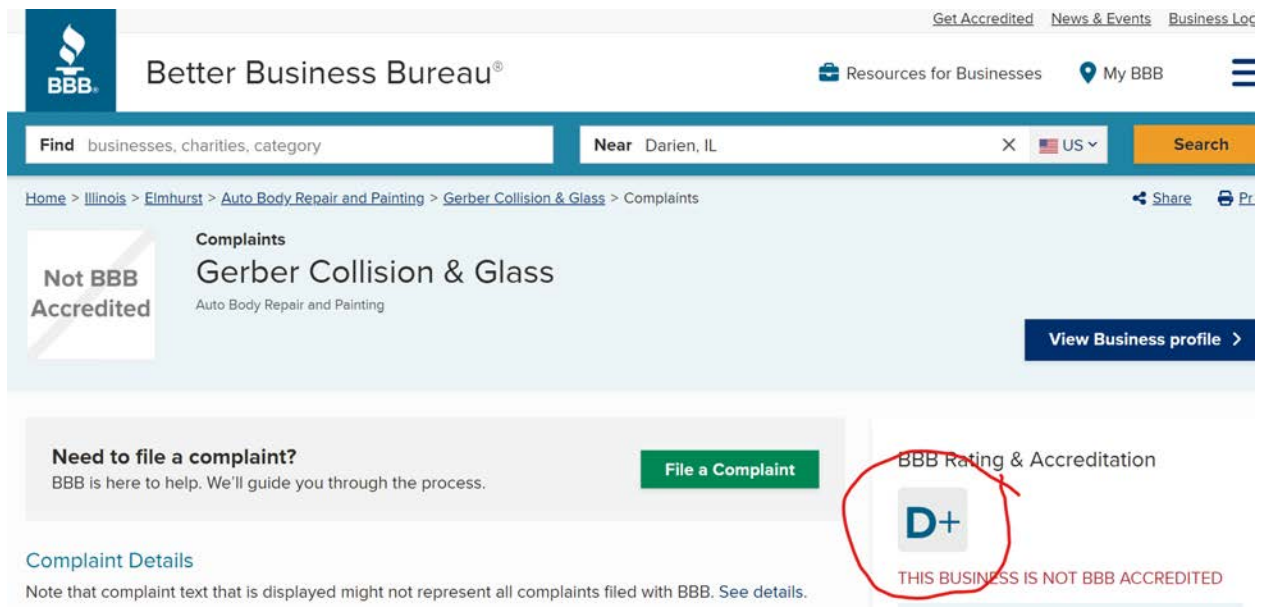
(630) 964-5271

1009 75th, Darien, IL 60561

GERBER COLLISION & GLASS (BOYD GROUP):

Gerber Collision is owned by Canadian-based Boyd Group. Boyd continues to pursue accretive growth through a combination of organic growth as well as acquisitions and new store development. Acquisitions will continue to include both single-location acquisitions (like this Darien location) as well as multi-location acquisitions. Through organic growth, acquisitions and new store development, Boyd **expects to generate growth sufficient to double the size of its business** (measured against its 2019 revenue on a constant currency basis) over the five-year period from 2021-2025, implying a compound annual growth rate of 15%.

Gerber has a dismal D+ rating with the Better Business Bureau (see below):



The screenshot shows the BBB website interface. At the top, there are navigation links for 'Get Accredited', 'News & Events', and 'Business Loc'. The main header includes the BBB logo and 'Better Business Bureau®'. Below the header, there are search filters for 'Find businesses, charities, category' and 'Near Darien, IL'. The main content area displays a complaint for 'Gerber Collision & Glass' in the 'Auto Body Repair and Painting' category. A 'Not BBB Accredited' badge is visible on the left. A 'View Business profile >' button is on the right. Below the complaint, there is a 'Need to file a complaint?' section with a 'File a Complaint' button. To the right, the 'BBB Rating & Accreditation' section shows a 'D+' rating circled in red, with the text 'THIS BUSINESS IS NOT BBB ACCREDITED' below it.

Why would the City consider driving our existing local businesses, out of business, by bringing in a poor performer, backed by a multi-million-dollar corporation? A "D+" rating is the 4th LOWEST grade a business can receive:

LETTER RATING SCALE

This is the 100-point scoring scale BBB uses to assign letter grade ratings:

Overview of letter grade scale

From To Letter Rating

97	100	A+
94	96.99	A
90	93.99	A-
87	89.99	B+
84	86.99	B
80	83.99	B-

77	79.99	C+
74	76.99	C
70	73.99	C-
67	69.99	D+
64	66.99	D
60	63.99	D-
0	59.99	F

BOYD GROUP SERVICES INC.

REPORT TO SHAREHOLDERS

To our Shareholders,

During the second quarter of 2023, Boyd Group Services Inc. (“BGS”) recorded sales of \$753.2 million, Adjusted EBITDA¹ of \$95.4 million and net earnings of \$26.3 million.

The initiatives put in place to improve throughput and increase capacity, along with solid execution, have resulted in record sales levels and improved profitability during the second quarter. Our team continues to adapt to challenging market conditions and deliver results, including doubling the level of Adjusted net earnings per share when compared to the same period of the prior year.

Total sales in the second quarter of 2023 were \$753.2 million, a 22.9% increase when compared to the \$612.8 million achieved in the same period of 2022, with same-store sales increasing 18.9% and new locations that were not in operation for the full comparative period generating \$29.1 million of incremental sales.

Adjusted EBITDA for the second quarter of 2023 was \$95.4 million, or 12.7% of sales, compared with \$72.0 million, or 11.7% of sales in the same period of 2022. The \$23.4 million increase was primarily the result of improved sales levels and improved leveraging of certain operating costs.

BGS posted net earnings of \$26.3 million in the second quarter of 2023, compared to \$13.3 million in the same period of 2022. Impacting net earnings were acquisition and transaction costs and fair value adjustments on contingent consideration. After adjusting for these items, Adjusted net earnings for the second quarter of 2023 was \$27.0 million or 3.6% of sales. This compares to Adjusted net earnings of \$13.6 million or 2.2% of sales in the same period of 2022. Adjusted net earnings for the period was positively impacted by increased sales and improved leveraging of certain operating costs. Adjusted net earnings for the three months ended June 30, 2023 was \$1.26 per share, compared to \$0.63 per share in the same period of 2022.

With respect to the balance sheet, at June 30, 2023, BGS held total debt, net of cash, of \$1,004.5 million, compared to \$1,008.8 million at March 31, 2023 and \$973.7 million at June 30, 2022. Debt, net of cash before lease liabilities decreased from \$345.1 million at December 31, 2022 to \$316.9 million at June 30, 2023. During the second quarter of 2023, the Company was able to reduce the level of long term debt held under the revolving credit facility (net of financing costs) from \$184.1 million to \$174.5 million.

Approving this business, at THIS location, is a stake in the heart of at least three local businesses, who will not be able to compete against a company of this size, with this growth strategy and its respective branding, marketing, and commercial horsepower.

Negative Impacts Include:

Price Pressure: The larger shop may offer lower prices due to economies of scale, which can make it difficult for the smaller shop to compete on price.

Loss of Customers: Some of the small shop's existing customers might be lured by the convenience and perceived expertise of the larger shop, resulting in a loss of business.

Resource Competition: The larger shop may have more financial resources, advanced equipment, and marketing power, making it challenging for the smaller shop to keep up.

Market Saturation: If the market becomes oversaturated with auto repair shops, it can lead to a price war and reduced profitability for all businesses in the area.

Please consider the vote of the Darien PLANNING & ZONING COMMISSION on Wednesday, October 4, 2023:

Upon roll call vote the MOTION FAILED 7-1.

AYES: Green

NAY: Erickson, Gillespie, Johnson, Jackson, Gonzalez, Kasproicz, Mallers

Mr. Yanke stated that the non-favorable motion would be forwarded to the Municipal Services Committee on October 23rd.

a. Public Hearing – PZC2023-07 Electric Vehicle (EV) Charging Stations Text Amendment Petition from the City of Darien to amend the Zoning Ordinance (i.e., Text Amendment) to create a section regulating Electric Vehicle (EV) charging stations.

Please **VOTE NO** to the approval of a special use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center.

Thank you for your careful consideration of my comments.

Sincerely,

Sylvia McIvor
3253 Ailsworth Court
Darien, IL

10/30/23

To: Members of the Darien Municipal Services Committee:

Good evening and thank you for allowing us the time to share our feedback regarding this proposed development. As somebody who has been on both sides of that table, I recognize and appreciate the responsibility for a full, thorough, and just review of all the facts for any variance or special use request that is brought forward to you.

Following the Planning and Zoning Meeting, one of the representatives for this development, Tim Schwartz, described the community reaction as alarmist. I could not agree more, except I believe Mr. Schwartz has the identified party that is alarmist wrong. I have seen regular Darien residents put in more care and pride in requesting generic fence variations than this petitioner did for this case. When providing justification to meet specific criteria required to be approved for a special use, simply stating that yes, the special use is deemed necessary for the public convenience at the location specified, is not presenting a finding of fact. This is merely an opinion. I'm not alleging that this development was rubber-stamped before any of this process began, but this entire proposal is reminiscent of a "kangaroo court type of process" where the City is working in tandem with the developer to simply "go through the motions" to get this through the various committees and votes.

There are many issues I have with this proposal, but I know those concerns were addressed via written comment and you have those in your packet. I instead want to focus on a few additional points for your consideration:

The first is on the zoning description for this parcel. This lot is zoned B-2 Community Shopping Center District. The listed intent (5A-8-3-1) is to accommodate the needs of a larger consumer population; thus, a wider range of uses are permitted for both daily and occasional shopping. There are over 50 permitted uses within this zoned district. Gerber is not one of those businesses that support the community convenience for daily shopping. In fact, there is no market analysis provided that shows a growing demand for automotive collision repair in this area. Are we really going to trust the same people who say that they have an internal market analysis that proves demand in this area when at the same time, answer "Correct it will not" when responding to the special use criteria that the establishment of this special use will not be detrimental to the public health, safety or general welfare of our community?

There are many other appropriate and permitted uses that could and would accommodate the B2 commercial shopping district intention. A few of them were even discussed and summarily dismissed without any real due diligence in exploring alternative options. In fact, when submitting a FOIA to see all city communications, I was shocked to learn no records existed around proposals, details, or communications for a restaurant or urgent care, despite being told those options were on the table. It seems from Day 1; the focus was on getting this business approved to operate at this

location. Despite numbers thrown about around feasibility issues with converting this to a restaurant, there were no records to back up those claims or figures.

The last point is parking. To suggest that this property does not have adequate parking to support a restaurant or recreational use is a red herring. The commercial real estate pamphlet touts ample parking as a key benefit of this location.

According to the Parking and Loading Class No. 4 parking requirements (5A-11-5) for retail and wholesale trade, 4 spaces per 1,000 square feet of gross floor area are required. This building is 13,500 square feet, thus would need 53 parking spaces to meet city code requirements.

There are currently 53 spaces on this property, meeting any parking requirement needed for any permitted use in a B2-zoned area.

Parking Requirements require 1 space for every 3 seats for dining areas (counting indoor and outdoor tables and chairs). At 70 spaces, which can easily be configured by adding parking along the side, by removing the drive-thru, which Gerber plans to do to park disabled cars awaiting repair, this could seat 210 patrons.

Parking requirements listed under Parking and Loading Class No 6 for cultural uses, entertainment, and sports, are even more generous, requiring 3 spaces per 1,000 sq feet of gross floor area. At 13,500 sq feet of floor area, that would require 40 parking spots. It additionally requires 1 space per 5,000 sq feet of gross land area. With the parcel being 88,000 sq feet, that would require another 17 spots, for a grand total of 57 parking spaces in total. Parking can reasonably accommodate any of the permitted uses for businesses in either of these parking and loading classes.

As a few closing thoughts, I wanted to remind this committee about how the City of Darien markets itself. First, around Economic Development (found here <https://darien.il.us/business>):

The City of Darien can offer a number of attractive incentives that help create healthy businesses. Darien is a home rule unit of government and has a great deal of flexibility in creating economic development financial incentives. New, as well as established businesses, reap the benefits of the City's economic development program. Darien can offer sales tax abatements, low cost financing programs, and other economic development incentives. Darien has encouraged development and expansion of the business community and is committed to a vibrant economic environment that fosters business growth.

With these tools at your disposal, why are you not leveraging them to attract business opportunities that better fit the character of this area and can better meet the convenience and needs of the surrounding residential communities?

I also wanted to take some time to investigate potential ceiling height concerns, that may preclude certain types of activities from operating at this location. What is the ceiling height of the CVS property? I've heard it is 16'. In reviewing interior requirements and standards for popular activity-based businesses, these are the minimum ceiling clearance requirements:

- For a Golf Simulator (Game of Irons), you need a minimum of 9.'
- For Whirleyball (Whirleyball, K1 Speed), you need a 16' ceiling.
- For axe throwing (Bad Axe Throwing), you need a minimum height of 12.'
- For an escape room (Various), a standard ceiling height of 8' is all that is required to build out separate rooms.

It seems any of these recreational, entertainment complexes would not only be serviced by the ample parking required (as outlined in the City Code under Parking and Loading Class No 6), but the building has the necessary ceiling height as well.

I encourage you to heed the voices of concern and opposition from those in your community, follow the smart recommendation from the Planning and Zoning Commission, and recommend to the City Council, that Darien can and should do better and not accept the first proposal that lands on their desk. There is no need to rush this and in fact, Darien cannot afford to get this wrong and it's worth the time to do it the right way and find the right tenant for this property.

Sincerely,
Brian Liedtke

Jordan Yanke

From: Brian Liedtke
Sent: Wednesday, September 20, 2023 11:15 AM
To: Joe Marchese; Eric Gustafson; Jordan Yanke; Bryon Vana; Mary Sullivan; Joseph Kenny; Dan Gombac; Ted schauer; Ralph Stompanato; Gerry Leganski; Tom Belczak
Subject: CVS Property

Good Morning Mayor, City Council, and City Staff -

I read an article in the Darien Patch this morning, sharing some details around the former CVS property at 8325 Lemont Rd (<https://patch.com/illinois/darien-il/plan-old-darien-cvs>). I hadn't seen anything on the Economic Development, Planning and Zoning, or City Council agendas, nor anything in the Direct Connect or on the City's Twitter or Facebook pages, about potential plans for this site, so I wanted to get confirmation about the desired plan to approve a permit for Gerber Collision and Glass in this location.

If this is true, I find it extremely disappointing, that after years of discussion around economic development and future land use planning, with a unanimous agreement on attracting mixed use developments, Darien would take one of the last, prime corners in their city boundaries and allow an auto body shop, which does not match the character of this area.

To the north of this area you have The Perfect Swing and Midwest Badminton Club, and a little bit further you have Skeleton Key Brewery. Goddard School exists right to the West, and you have Apartments and Homes directly South and East of this location. Another sports/entertainment/recreation type of business, or a brewery/pub would be a fantastic addition to this area.

I obviously know and understand better than most that you cannot just snap your fingers and bring in any type of business that you desire, there has to be an interest from a potential developer. But this City Council recently amended the Comprehensive Plan to include 9 Key Development Areas. And while 83rd and Lemont Rd was not included in that amendment, this is a vital corridor that leads to 2 key development areas (#7 which is I-55 and Lemont Rd and #9 which is 87th and Lemont Rd), and I firmly believe 83rd and Lemont Rd should receive similar consideration around long term planning/vision for the Lemont Rd corridor.

I am encouraging you to scrutinize this proposal and vote to allow the highest and best use for this property, especially one that better fits the character of this area. I know it may be tempting to just accept the first development wanting to redevelop the property but I encourage you to have the patience and conviction to stand by your long term comprehensive plan.

I appreciate you taking the time to consider my thoughts and would appreciate you including this note in the public record for the October 4 meeting.

Sincerely,
Brian Liedtke

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Jordan Yanke

From: Eric Gustafson
Sent: Friday, September 22, 2023 8:53 AM
To: Jordan Yanke
Subject: Fwd: CVS Location

Comment for resident for public hearing.

Sent from my iPhone

Begin forwarded message:

From: Kristine Collins
Date: September 22, 2023 at 8:23:49 AM CDT
To: Eric Gustafson <egustafson@darienil.gov>
Subject: CVS Location

Hi Eric,

I posted the article from the Patch on FB in hopes to get some folks from the community to attend the meeting. Unfortunately, I'll be out of town for a tradeshow.

Would you please express my displeasure of having a Gerber glass in that location? It does nothing to enhance our neighborhood or drive up our home values. This is exactly why the city needs to hire a person who will look for good viable businesses to fill empty space.

Thanks for your service!!!

Best,
Kris

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Jordan Yanke

From: Joseph Myczek
Sent: Thursday, September 28, 2023 9:21 PM
To: Jordan Yanke
Subject: CASE NO. PZC2023-08; CASE NO. PZC2023-07

Hi Jordan,

This email is feedback / commentary regarding the Zoning Petitions referenced above.

Case #PZC2023-08, zoning variations allowing the conversion of the former CVS Pharmacy building to an automobile collision repair and service facility should be denied. The proposed business is inappropriate for the location.

The fumes and noise created by its daily activities would be a disturbance to the neighboring residence (Meyers Commons Senior Apartments).

Case #PZC2023-07. Darien should proceed carefully and conservatively when considering the locations of EV charging stations.

The industry is still nascent, and the public's desire for EVs is relatively weak due to vehicle cost, "range anxiety," and charging time requirements.

I advise prohibiting stand-alone charging stations. If a business (eg., Walmart) wants to have a charging station on its property, it should be located where it will not be a visual nuisance to the public.

Too often, when a business dies, it leaves its "artifacts" for someone else to clean-up.

Joe Myczek

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Jordan Yanke

From: Mark Jovic
Sent: Sunday, October 1, 2023 2:05 PM
To: Jordan Yanke
Subject: Gerber collision

Don't allow that corner to become busier and trashier than it already is. You have a gas station, some old broken down looking home and now a collision center? Keep our area classy. Make our city vibrant and attractive to youth and young families. Look at Naperville. They seem to be doing it right. Make small incremental steps. A junky collision center where there will be trashed cars piled up in a lot is something better for Ogden or near a highway. Not in our neighborhood. Thanks.

Sincerely,
Mark Jovic

Woodridge resident of 12 years and before that Darien resident for 15 years.

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Jordan Yanke

From: Melanie Santarelli
Sent: Sunday, October 1, 2023 8:24 PM
To: Jordan Yanke
Subject: Lemont & 83rd St/Plainfield Rd Lot

Good evening,

I am troubled about the potential plans to put Gerber Collision and Glass in this now vacant lot.

There are so many other uses for this land that will promote economic growth and maintain the integrity of this residential area. We go by this property literally 6-10 times some days due to it being on the route to our schools, shopping, doctors. It would be much more beneficial to have some sort of business that contributes to the families, youth, community that benefits all.

To be frank, it would be an eye sore and may have truly impacted our decision to move to the area. There are already 2 similar locations extremely close by and in better locations. We're in dire need of many other establishments and this is an opportunity to add to our already amazing community. How about something that the community could gather at, enjoy, celebrate, time after time? As you know, zoning rules are established to provide for the highest and best use and to enhance the community - I just don't see how re-zoning to this would accomplish that.

I am encouraging you to scrutinize this proposal and vote to allow the highest and best use for this property, especially one that better fits the character of this area. I know it may be tempting to just accept the first development wanting to redevelop the property but I encourage you to have the patience and conviction to stand by your long term comprehensive plan.

I appreciate you taking the time to consider my thoughts and would appreciate you including this note in the public record for the October 4 meeting.

Thank you,
Melanie Santarelli

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Jordan Yanke

From: Brian Liedtke
Sent: Tuesday, October 3, 2023 11:57 AM
To: Jordan Yanke
Cc: Lou Mallers
Subject: Re: CVS Property
Attachments: image006.gif

Good Morning Jordan and Lou!

Tomorrow should be an exciting PZC hearing for you guys. Now that the packet was posted last week, I was able to review it for myself and I have a few additional comments regarding the developers application.

Darien City Code 5A-2-2-6(G) defines standards that developers must meet in order to be approved for a Special Use permit to operate a business not intended in that specific zoning area. **"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"**. Of the 8 factors listed, it's my opinion that this special use is not deemed necessary for the public convenience at the location specified (condition 1), that the establishment, maintenance, or operation of the special use (collision center) will be detrimental to the general welfare of the surrounding community (condition 2). I think additional arguments could be made that this special use would be injurious to the use of and enjoyment of other property in the immediate vicinity or would impair property values within that neighborhood (condition 3) and that the establishment of this special use could impede the development and improvement of the surrounding properties for uses that are permitted within this zoning district (condition 4).

The applicant is asked to present findings of fact to meet these standards. An answer of "Yes" is not an acceptable finding of fact to support that this special use is deemed necessary for the public convenience (Condition 1). An answer of "Correct, it will not" is not an acceptable finding of fact to support that this establishment will not be detrimental to or endanger the public health, safety or general welfare (Condition 2). The overall justification is very lazily done, with zero rationale, and I've already heard people express frustration that this is already an approved development and the developer is just going through the motions to make it official. I'm hopeful you will apply your learnings, experiences and appropriate judgement into seeing that this is not an appropriate project, nor does it meet the standards required to approve a special use.

In addition to the special use, the petitioner is also looking for approval on a fence variance. Again, they must present findings of fact to justify why they need this variance approved. On Page 21 of your packet, under Decision Criteria (City Code Section 5A-2-2-3), question 2a asks if the property cannot yield a reasonable return if permitted to be used under only the conditions allowed by the regulations in the zone. Meaning, this property, without approval of a 6' tall, fully opaque fence, cannot yield a reasonable return. The applicant states that this is correct, proven after 2 years of marketing. During the entire time it was CVS, without a fence, that property never yielded a reasonable return? CVS closed 900 stores not because they did not have a fence along their property, but because of the market conditions that impacted their business model. The applicant cannot even get his own facts right as the CVS at this location closed its doors on April 25, 2022. It's been closed for less than a year and a half, not 2 or more years. Even Robert Taft, a member of your Economic Development Committee, acknowledges on NextDoor, this property has not been on the market long. I do not believe Darien has done its due

diligence in finding or attracting a business that would better fit the character of this area and better serve this community and I know with some effort and time, this property can be a real gem in Darien.

Between the incomplete application and the lack of rationale displayed in his justification narrative for both the special use need and the variance request, this proposal does not meet the decision standards necessary to approve such an ask. Therefore, I see no choice but to deny this application.

Thank you for your service, I know it's not an easy job, and I'm confident you all will put in a lot of thought and discussion when reviewing this case.

Sincerely,
Brian Liedtke

Jordan Yanke

From: Elizabeth Uribe
Sent: Tuesday, October 3, 2023 1:30 PM
To: Jordan Yanke
Subject: Objection to Special Use Permit Request for 8325 Lemont Road (Former CVS)

Dear Mr. Yanke,

I am writing to express my objections to the granting of a special use permit being requested by Gerber Collision and Glass ("Gerber") for the property located at 8325 Lemont Road in Darien, which was formerly occupied by CVS.

Among my chief concerns is that an auto body and collision center is not the best use for this property, fails to address any community need, and is not suited to the character of the area. The proposed business is industrial in nature and would be nestled primarily among small businesses, a daycare, a senior living center, and residences.

Furthermore, this type of business has attendant concerns about pedestrian and driver safety, noise pollution, chemical runoff, and general aesthetics that would negatively impact the well-being of residents and their properties, children and students, and wildlife in the area. As you know, Bruce Lake, Prairieview Elementary School, and Lakeview Jr. High are just east of the site, the Goddard School is south on Lemont Road, and a number of small medical offices and businesses line Plainfield Road/83rd Street on either side of Lemont Road at this intersection.

Having damaged and disabled vehicles visible from the streets is not a welcome sight when entering the community. Nor will a six foot fence or wall along Lemont Road be appealing to passersby or residents. Car repair machinery and related tools are very loud and echo through garage structures. The chemicals associated with refinishing and painting damaged vehicles raise environmental concerns for both air and water sources.

There are already other vehicle repair shops in the area that provide the services in which Gerber would be engaged. Within 1/2 mile of the site are Haraldson's Garage and Darien Collision, small businesses which call Darien home. This proposal would not fill a community need and would harm those businesses that are already here.

In addition, Gerber does not have a good reputation among consumers. The Better Business Bureau gives the company a D+ rating and has reported at least 78 complaints in the last year alone, including charges that cars are not repaired in a timely fashion and end up sitting at shops longer than promised. Gerber already has 66 locations in Illinois and not one of them, to my knowledge, is located amongst residences. We should not be the first.

Finally, I urge you to consider the many community members and neighbors who have reached out to you to also express their concerns about this development and I ask that you deny Gerber's request for a special use permit at 8325 Lemont Road.

Thank you for taking the time to review my email and I would appreciate it if you would forward my correspondence to the members of Darien's Planning and Zoning Commission prior to the public hearing scheduled for tomorrow, October 4.

Sincerely,

Elizabeth R. Uribe
20W471 Havens Court
Downers Grove, IL 60516

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Jordan Yanke

From: Mary Sullivan
Sent: Tuesday, October 3, 2023 2:26 PM
To: Jordan Yanke; Bryon Vana; Joe Marchese
Subject: Fwd: PZC - Question 2b Question to Alderperson

Mary Coyle Sullivan

City of Darien Alderperson Ward 5
1702 Plainfield Road, Darien, IL 60561

Email: msullivan@darienil.gov

Phone: (630) 606-8664

Begin forwarded message:

From: drewkelly
Date: October 3, 2023 at 11:47:33 AM CDT
To: Mary Sullivan <msullivan@darienil.gov>
Subject: PZC - Question 2b Question to Alderperson

Hi Mary,

I wanted to bring something to your attention:

[Planning-and-Zoning-Commission-Meeting-October-4,-2023.aspx \(darien.il.us\)](#)

Check out page 21. What justification does the petitioner use to ask for the variance? That it has been "proven" after 2 years of marketing that the petitioner has "unique" circumstances to ask for a variance since no one else has developed the property, right?

I also would note the comment below by an individual that currently sits on the economic development committee:



Robert Taft • Concord • Edited 1w



Brian as someone who owns many pieces commercial property in 11 different cities / villages, it was actually not on the market long. That was the only thing in my original comment that wasn't accurate. I also have opened & operate businesses in 7 towns currently. Darien is by far the easiest & most efficient one to deal with. Your comment clearly shows your utter lack of knowledge on the subject and therefor no longer worth spending my time on this conversation. All the best.
(edited)

Here is the original comment if you want to read it:



Robert Taft • Concord • Edited 1w



Just out of curiosity.....everyone realizes that the City doesn't open businesses right? **The property was empty and for sale for a long time.** Anyone could have bought it and built any of these great ideas, but no one did. I always find it amusing that people get mad at the City for not "opening" businesses they want even though the City doesn't do that. It's up to all of us to build a community that we want as much as it is the City. At best the City can offer incentives & be business friendly, both of which they already do & are. It would be great to see a Darien resident open any of the businesses mentioned above (as the City can't do that). I'm sure the City of Darien would work with anyone looking to invest their time & money into the community! So anyone out there want to open a new business? (edited)

Note that he goes out of the way to correct himself to note that the property was not "for sale for a long time" as originally indicated.

In my view the comment of Robert Taft must not be ignored. He is an expert. He owns seven different businesses and many pieces of property in 11 different cities. He was placed on the economic development council by the city council itself.

The entire premise behind the initial request is summarized by question 2b:

2b. The plight of the owner is due to unique circumstances.
Yes, no user demand for this property proven after +/- 2yrs marketing.
2c. The variation if granted will not alter the essential character of the locality

Based on the comment of the EDC member above two years is "actually not on the market long" according to his comment. If that's true, wouldn't the answer the petitioner gives to question 2b be insufficient to make the request since the property "actually not on the market long" according to the comment above?

Have a good day!

*Andrew J. Kelly, CPCU, RPLU+, ARM, ASLI,
ExecPLP, CRIS, MLIS, AINS, CPLP, AIS
Executive Vice President
Alexander J. Wayne & Associates, Inc. 2551
North Clark Street, Suite 601 Chicago, IL 60614
Website: www.ajwayne.com
Fax: (773) 328-0508
Alternate Fax (773) 328-1259*

*On behalf of Alex E. Wayne and Alexander J. Wayne and Associates, Inc. dba
Alexander J. Wayne & Associates Insurance Services. (CA License # 0D94564)*

Jordan Yanke

From: Kelly Troche
Sent: Tuesday, October 3, 2023 4:26 PM
To: Jordan Yanke
Subject: ☒ Gerber collision & glass

Hi Jordan,

I am a 19 year resident of Darien. I don't feel Gerber Collision & glass is the right fit or look for the community at Plainfield/Lemont road. I feel Darien and the neighborhood could benefit much more from a business that offered some form of entertainment/dining for the community which may attract more visitors from near by towns

Kelly Troche

Sent from my iPhone

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Jordan Yanke

From: Mel Gregory
Sent: Wednesday, October 4, 2023 7:33 AM
To: Jordan Yanke
Subject: Re: PUBLIC Hearing PZC2023-08 vacant CVS Pharmacy conversion Gerber Auto Collision Glass repair service center

Good morning Jordan.

Just dove past the proposed Gerber/CVS site again this morning.

It really hit me that the proposed West side work place entrance with two overhead doors and opaque fenced in holding yard is the "alley view". Gerber will need to be very focused to "soften" the appearance the given "alley view" to aesthetically blend into to the overall existing structure with the surrounding area.

Hope this concern can be conveyed to Gerber and they will make a strong overall commitment toward the "beautification" of the site as they retrofit this property.

The addition of a " 6ft opaque fence" is just not going to "cut-it"! If that is Gerber's go forward vision for this site it might be best if the city respectfully declines the request for variance at this time?

Regards.

Mel and Mary

On Tue, Oct 3, 2023, 18:14 Mel Gregory wrote:

Hello Jordan.

Melvin Mary Gregory
8735 Kentwood Court
Darien,

In response to your voice mail request listed are bullet points of concerns that could be clarified prior to proceeding with permits variance requested for 6 ft high opaque wall/fence.

MY OBSERVATIONS AND QUESTIONS FOR CLARIFICATIONS.

Note this is a this former retail store it is surrounded by residential homes and apartments. Understand that this parcel ONLY is zoned light industrial

* Request for Variance for 6ft opaque fence. SUUG3ST CITY REQUIRE A MINIMUM OF 8 FT FENCE WITH FINISH CONSISTENT WITH BRICK FINISH OF EXISTING BUILDING FACADE. DO NOT ACCEPT. USUAL CHAIN LINK FENCE WITH PRIVACY SLATES (typical of other Gerber sites) they become very shop worn after approx 5 years. (preferred vinyl composite (brown in color). Wood cedar (stain dark brown) hardware stone? Other? Appropriate gates to match

1)site draft has fence approx 5 ft West of existing parking lot curb (this location would

necistate severe pruning of established tree line which is currently buffering view of building from Lemont road. This is critical as thapproval. Needed to buffer the proposed holding yard fir work in process and wrecks awaiting insurance asproval. Enhanced landscaping would be appropriate for this area!

2)based on site draft existing fire hydrate would be behind proposed fence line? Fence line needs to to moved to EAST to existing curb line

* Is one existing fire hydrate (West side of property) sufficient for a facility dealing with flammable materials? Will the building require installation/upgrade of any existing sprinkling system?

* Fence gates need to be consistent with upgraded fence appropriate to existing building neighboring resident area

* Proposed fenced holding lot has 16 stalls. Is this adequate capacity for all work in process new wreck drop off for insurance evaluation etc. Seems small? Will all vehicles have work on site be required to be housed either under roof or in fenced holding area? Will this holding area be locked when business is closed? Where will new wrecks be dropped by tow operators?

* Proposed overhead doors (West side Lemont Road) must be consistent to the existing brick facade of the building. NO INDUSTRIAL APPEARANCE OVERHEAD DOOR (both in construction and finish).

* Are changes proposed to front (North) facade of building. Specially existing store front windows?

* in addition to proposed West holding lot there are 44 remaining parking spaces (North) on site. Suggested labor staff plus customers was listed as 12-25. Existing parking way over proposed business need ! Can some of this excess parking space be returned to "green space" or retention pond?

* Does the proposed business have the option to open a car rental business (sublease)? Will the city consider/approve? If excess parking remains in place this North lot will become a "catch all" of partially "out of service" vehicles. How will City police ticket?

* Will a refuse dumpster be required on site? (Auto repair business tend to produce abundance of bulk refuse) Where will dumpster be located? Will it be screened from site?

* What form of street business signage is proposed?? Lighted??

* Will proposed holding lot and overall building facade require high lumen overnight lighting which will disturb neighboring residences?

Jordan my list of concerns is lengthy it is not a reflection that I am opposed to the nes business (Actually it is a EXCELLANT location due to no existing competition plus adjacent to I55/I355 for wrecks)

I would hope we can leverage to our advantage to update a vacant property that can in seamlessly with the neighboring residential area.

If you have additional clarification please let me know.

Thank you for your support,

Mel and Mary Gregory

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Jordan Yanke

From: Stacie Lentz
Sent: Wednesday, October 4, 2023 12:32 PM
To: Jordan Yanke
Subject: Proposal for Gerber Collision and Glass

Good afternoon,

My name is Stacie Wharton and I am a resident of the Brookeridge neighborhood. My family and I live 3 doors down from the site of the proposed Gerber Collision and Glass. I have several concerns with a business of that type going in that specific location.

1) The noise from a business of that type can be quite loud and disturbing, even if it is during the day. Several neighbors nearby work from home which that noise can interfere with. My husband is a firefighter and works 24 hour shifts in which most times he does not get more than 2-3 hours of interrupted sleep. He relies on the quiet of our home to catch up on that sleep the following day.

2) I am greatly concerned about the environmental impact of an auto repair business. Our neighborhood, specifically in the close proximity of to that site, is on well water. We use that water to clean, cook with and most even drink it. I fear that our well water will become contaminated with waste products (oil, chemicals, gas, etc.). I am also concerned about fumes from paint and other chemical used in that industry. Will Gerber have to apply for special permits for the use of the chemicals? Will they require inspections to meet EPA requirements?

3) Another significant concern is safety. Carjackings have increased quite a bit over the last few years. I think that anyone knows that even without looking up the statistics. DuPage county is in the 14% percentile for safety regarding vehicle theft. This a major crime concern nationwide really. I am concerned that a business that leaves vehicles parked outside (especially overnight) will be an open door for criminals, especially with such easy access to I-55. Unfortunately crimes of this nature are happening at any time of day and night. Since we live so close, I am worried that if a criminal is in the act of stealing, and a police officer is in pursuit, that my street and yard could be an easy getaway. I have young children that play outside every day! I don't want to worry about them being outside if this were to happen!

I don't think that this is the most appropriate business for this location. I think that a business of this type is better suited for an industrial park. I sincerely hope that these concerns, among the many others that I have heard, are taken into consideration when approving or denying the use of this space for this business or another like it.

Thank you for your time,

Stacie Wharton

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Jordan Yanke

From: Nikki Giancola-Shanks
Sent: Wednesday, October 4, 2023 4:23 PM
To: Jordan Yanke
Subject: Gerber Collision & Glass Proposal Public Comment

Hello-

I am writing today to urge the Planning and Zoning Committee not to change established variances in regards to the proposed Gerber Collision and Glass proposal in the old CVS spot. There are many reasons that I, as a community member, do not want to turn one of our last free corners into a business such as this. I have outlined several below.

1. The variances were written for a reason. The Committee and City Council established them with the community and its development in mind. They did not feel that this type of establishment belonged in that corner- so why change now?
2. There are many auto body repair shops close to this area. Further, many are small businesses, such as Darien Collision, Haraldsen's Garage, Main Guys Tire & Auto, and Mike More Miles. Bringing in a large corporation such as Gerber Collision & Glass could have significant negative impacts on our local businesses that are already part of our community.
3. Our neighboring towns are outpacing us when it comes to economic development. As a family, we never are in Darien for any type of entertainment. It just doesn't exist. There aren't really family friendly restaurants, there is nothing to take kids to in order to have fun other than Chuck E Cheese, etc. It's mostly retail shops, and Gerber would just add to that. The recent success of Oktoberfest should prove that Darien residents want more neighborhood/family type events and places to go. This spot could be a great area to develop for the community as a whole. The committee and City Council should strategically plan and recruit businesses with the future of Darien in mind, and not just the first proposal presented.
4. The argument that there is not enough parking is a convenient excuse for Storebuild. There are many other restaurants and businesses that are entertainment based that have less than 53 parking spaces. Look at Wayback Burger- very small parking lot, very successful. That entire section of Darien is successful with very little parking. Fry the Coop also has a small parking lot. The entirety of Downtown Downers has very little parking, yet they are booming with business. Moreover, in their last minute letter, Storebuild cited Carabba's as one of their building. That restaurant has 36 spaces and share part of that with Jameson next door. It is not an argument that can be taken seriously with 53 parking spaces available.
5. The Storebuild argument that the amount of vehicles that pass by does not make it a neighborhood spot is also an argument that should not be taken seriously. Again, the 75th and Lemont location for their Carabba's restaurant proves that high-traffic restaurants/family friendly businesses can thrive.
6. In Storebuild's letter, it mentions something about Gerber putting up a brick wall- however, I see no mention of that in the packet. I'd like to know what he is referring to, as it appears that the community may not have all the available information.

Thank you for the opportunity to submit my public comments, and I look forward to hearing the discussion tonight.

Thank you,
Nikki Giancola-Shanks

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Jordan Yanke

From: drewkelly
Sent: Thursday, October 5, 2023 9:54 AM
To: Dan Gombac
Cc: Jordan Yanke; Mary Sullivan
Subject: RE: PZC - Question 2b Question to Alderperson-Follow Up

Hi Mary,

I would like to make a comment via e-mail for next week's meeting. I was surprised to read the below yesterday:

[Darlen Body Shop Rejected Amid Protests | Darlen, IL Patch](#)

I have read Brian's commentary on the subject, and I know he is a former PZC member. That would make the vote 8-1. I would also have noted against it. That would make it 9-1. If the PZC is ignored when it resoundingly voted against the measure serious thought to be given to dissolving the PZC.

I have a few additional comments. At one point, I began trying to contact businesses to try and bring additional opportunities to Darlen. I was flatly told to stop by the city. When I look at that property, I wonder if Darlen Urgent Care was approached for the space. It would be very convenient to have that business across the street from a Walgreens. It's current location is tucked away, with barely any parking at all. I would even consider providing significant economic incentives to do the move based on its utility to our residents if it were up to me.

I wonder if a business like this has been approached or considered:

[DIY store takes over former CVS space in downtown Concord \(concordmonitor.com\)](#)

I wonder if the owner has considered sectioning off the business into four quadrants to form a small fast food court. That building does have a drive through. If it is me, I am contacting every single one of these establishments (multiple times):

[Ranking The Top 50 Fast-Food Chains in America | QSR magazine](#)

These are just a few of the ideas I would have pursued if I was not told to stop all those years ago. What I can tell you is that I read all of the minutes from the economic development committee and I do not see any mention of any businesses specifically being contacted by the city. If that's true, that makes me sad.

I think the council should note that a similar type of property is located in Clarendon Hills and has been closed since 9/24/2020. The property was put up for sale in 2018 That's 5 years ago. Note how serious Clarendon Hills is about rejecting anything they do not see fit to be in their community:

[Clarendon Hills Rejects Dunkin' Donuts Drive-Thru | Hinsdale, IL Patch](#)
[Hinsdale Developer Slams Clarendon Hills | Hinsdale, IL Patch](#)

Clarendon Hills would rather have the building demolished after 5 years of marketing than approve something they do not feel fits within their community.

[Former Tracy's Tavern in Clarendon Hills to be razed this fall \(chicagotribune.com\)](#)

That to me, is a good thing. The city is willing to be patient, and they will eventually be rewarded for it.

Good luck in the meeting when you vote on the matter. I will not be attending.

Have a good morning.

*Andrew J. Kelly, CPCU, RPLU+, ARM, ASLI,
ExecPLP, CRIS, MLIS, AINS, CPLP, AIS
Executive Vice President
Alexander J. Wayne & Associates, Inc.
2551 North Clark Street, Suite 601
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*On behalf of Alex E. Wayne and Alexander J. Wayne and Associates, Inc. dba
Alexander J. Wayne & Associates Insurance Services. (CA License # 0D94564)
California Licensee: Andrew J. Kelly (CA License #: 0J06468)*

*The best compliment you can give me is to send me another opportunity to work with you!
"I'm a great believer in luck and I find the harder I work, the more I have of it." - Thomas Jefferson*



From: drewkelly
Sent: Wednesday, October 4, 2023 12:42 PM
To: Dan Gombac <dgombac@darienil.gov>
Cc: Jordan Yanke <jyanke@darienil.gov>; Mary Sullivan <MSullivan@darienil.gov>
Subject: RE: PZC - Question 2b Question to Alderperson-Follow Up

Thanks for the background. If we are adding up 5 months and 18 months that would be just shy of two years.

I thought it was interesting a member of the EDC noted the below:



Robert Taft • Concord • Edited 1w



Brian as someone who owns many pieces commercial property in 11 different cities / villages, it was actually not on the market long. That was the only thing in my original comment that wasn't accurate. I also have opened & operate businesses in 7 towns currently. Darien is by far the easiest & most efficient one to deal with. Your comment clearly shows your utter lack of knowledge on the subject and therefor no longer worth spending my time on this conversation. All the best.
(edited)

The comment before this comment asked Mr. Taft what was done to market the property in two years. That question was asked by Mr. Liedtke. The answer above was posted in response to that question. Although the thread with Mr. Taft's comments strangely no longer appears to be available, I am sure you can reach out to Mr. Liedtke, and verify if this was in fact the case.

If that's true and it is the case, the comment above becomes extremely important in my view.

A few very simple questions should be asked by the PZC:

1. Is Mr. Taft an expert in this area? He does say above that he owns many pieces of commercial property in 11 different cities, and he operates businesses in 7 different towns. He is also a respected member of the EDC. Those, to me, seem like very solid credentials.
2. If in fact 24 months is not "actually not on the market long" what happens to the answer to the question below?

2b. The plight of the owner is due to unique circumstances.
Yes, no user demand for this property proven after +/- 2yrs marketing.
 2c. The variation if granted will not alter the essential character of the locality

Note that only the timeframe is given. No other "unique" circumstances are provided.

It really is an interesting question.

*Andrew J. Kelly, CPCU, RPLU+, ARM, ASLI,
 ExecPLP, CRIS, MLIS, AINS, CPLP, AIS
 Executive Vice President
 Alexander J. Wayne & Associates, Inc.
 2551 North Clark Street, Suite 601
 Chicago, IL 60614
 Website: www.aiwayne.com
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*On behalf of Alex E. Wayne and Alexander J. Wayne and Associates, Inc. dba
 Alexander J. Wayne & Associates Insurance Services. (CA License # OD94564)
 California Licensee: Andrew J. Kelly (CA License #: 0J06468)*

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"I'm a great believer in luck and I find the harder I work, the more I have of it." - Thomas Jefferson



From: Dan Gombac <dgombac@darienil.gov>
Sent: Wednesday, October 4, 2023 12:12 PM
To: drewkelly
Cc: Bryon Vana <bvana@darienil.gov>; Joe Marchese <jmarchese@darienil.gov>; Jordan Yanke <jyanke@darienil.gov>; Mary Sullivan <MSullivan@darienil.gov>
Subject: RE: PZC - Question 2b Question to Alderperson-Follow Up

Good morning Drew,

I was forwarded your email regarding your comment in respect to question 2b. As additional background the City was working with the previous owners approx 5months prior to the new ownership. The property was on the market for 18 months. Please feel free to come to the meeting this evening as many of the comments you had expressed will be addressed.

Sincerely,

Daniel Gombac

Director of Municipal Services

630-353-8106 Mobile 630-514-2519

From: Bryon Vana <bvana@darienil.gov>
Sent: Tuesday, October 3, 2023 3:10 PM
To: Dan Gombac <dgombac@darienil.gov>
Subject: FW: PZC - Question 2b Question to Alderperson

From: Mary Sullivan <MSullivan@darienil.gov>
Sent: Tuesday, October 3, 2023 2:26 PM
To: Jordan Yanke <jyanke@darienil.gov>; Bryon Vana <bvana@darienil.gov>; Joe Marchese <jmarchese@darienil.gov>
Subject: Fwd: PZC - Question 2b Question to Alderperson

Mary Coyle Sullivan

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

Begin forwarded message:

From: drewkelly
Date: October 3, 2023 at 11:47:33 AM CDT
To: Mary Sullivan <msullivan@darienil.gov>
Subject: PZC - Question 2b Question to Alderperson


Hi Mary,

I wanted to bring something to your attention:

[Planning-and-Zoning-Commission-Meeting-October-4,-2023.aspx \(darien.il.us\)](#)

Check out page 21. What justification does the petitioner use to ask for the variance? That it has been "proven" after 2 years of marketing that the petitioner has "unique" circumstances to ask for a variance since no one else has developed the property, right?

I also would note the comment below by an individual that currently sits on the economic development committee:



Robert Taft • Concord • Edited 1w

Brian as someone who owns many pieces commercial property in 11 different cities / villages, it was actually not on the market long. That was the only thing in my original comment that wasn't accurate. I also have opened & operate businesses in 7 towns currently. Darien is by far the easiest & most efficient one to deal with. Your comment clearly shows your utter lack of knowledge on the subject and therefor no longer worth spending my time on this conversation. All the best.
(edited)

Here is the original comment if you want to read it:



Robert Taft • Concord • Edited 1w



Just out of curiosity.....everyone realizes that the City doesn't open businesses right? **The property was empty and for sale for a long time.** Anyone could have bought it and built any of these great ideas, but no one did. I always find it amusing that people get mad at the City for not "opening" businesses they want even though the City doesn't do that. It's up to all of us to build a community that we want as much as it is the City. At best the City can offer incentives & be business friendly, both of which they already do & are. It would be great to see a Darien resident open any of the businesses mentioned above (as the City can't do that). I'm sure the City of Darien would work with anyone looking to invest their time & money into the community! So anyone out there want to open a new business? (edited)

Note that he goes out of the way to correct himself to note that the property was not "for sale for a long time" as originally indicated.

In my view the comment of Robert Taft must not be ignored. He is an expert. He owns seven different businesses and many pieces of property in 11 different cities. He was placed on the economic development council by the city council itself.

The entire premise behind the initial request is summarized by question 2b:

2b. The plight of the owner is due to unique circumstances.
Yes, no user demand for this property proven after +/- 2yrs marketing.
2c. The variation if granted will not alter the essential character of the locality

Based on the comment of the EDC member above two years is "actually not on the market long" according to his comment. If that's true, wouldn't the answer the petitioner gives to question 2b be insufficient to make the request since the property "actually not on the market long" according to the comment above?

Have a good day!

*Andrew J. Kelly, CPCU, RPLU+, ARM, ASLI,
ExecPLP, CRIS, MLIS, AINS, CPLP, AIS
Executive Vice President
Alexander J. Wayne & Associates, Inc.
2551 North Clark Street, Suite 601
Chicago, IL 60614
Website: www.ajwayne.com
Fax: (773) 328-0508
Alternate Fax (773) 328-1259*

*On behalf of Alex E. Wayne and Alexander J. Wayne and Associates, Inc. dba
Alexander J. Wayne & Associates Insurance Services. (CA License # 0D94564)*

California Licensee: Andrew J. Kelly (CA License #: 0J06468)

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Jordan Yanke

From: Mary Sullivan
Sent: Thursday, October 5, 2023 8:36 PM
To: Jordan Yanke; Bryon Vana; Dan Gombac; Joe Marchese
Subject: Fwd: Gerber Collision

Mary Coyle Sullivan

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

Begin forwarded message:

From: Mary Sullivan <MSullivan@darienil.gov>
Date: October 5, 2023 at 9:28:00 PM EDT
To: Nancy Kotzum
Subject: Re: Gerber Collision

Thank you so much for your message!

Mary Coyle Sullivan

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

On Oct 5, 2023, at 8:50 PM, Nancy Kotzum wrote:

In 40 years living in Darien I have never felt the need to voice concerns as to things the City was doing but now I feel I have to. Darien does NOT need this especially so close to the 65+ community next door. We already have an auto shop in Brookhaven where people are working on their cars in the parking lot. We also do not need another vape shop. I'm afraid Darien is losing it's 'a nice place to live' status. Perhaps consideration could be given to an Urgent Care facility, a restaurant, another pharmacy, a Trader Joe's or an Aldi's anything but an auto shop. Please consider voting no if it gets to a vote. Thank you.

Sent from my iPhone Sent from my iPhone
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Jordan Yanke

From: Bryon Vana
Sent: Tuesday, October 10, 2023 10:43 PM
To: Jordan Yanke; Joe Marchese
Subject: Fwd: Gerber Proposal Comments for 10/23 Municipal Services Meeting
Attachments: Special Use Findings of Fact_Gerber Response.png

Info, you both weren't copied.

----- Forwarded message -----

From: Brian Liedtke <bliedtke5371@gmail.com>

Date: Oct 10, 2023 8:02 PM

Subject: Gerber Proposal Comments for 10/23 Municipal Services Meeting

To: Tom Belczak <tbelczak@darienil.gov>, Ted schauer <tschauer@darienil.gov>, Ralph Stompanato <rstompanato@darienil.gov>

Cc: Bryon Vana <bvana@darienil.gov>, Dan Gombac <dgombac@darienil.gov>, Eric Gustafson <egustafson@darienil.gov>

Good Evening, Aldermen Belczak, Schauer, and Stompanato:

In a couple of weeks, as members of the Municipal Services Committee, you will review Case PZC2023-08, a Special Use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow the conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. The property is located within the B-2 Community Shopping Center Business District. This was recommended to you with a 7-1 vote to deny this proposal, from the Planning and Zoning Commission.

I provide all these technical details intentionally because the approval or denial of any development is not to be made on emotion or what you personally think is or isn't good for the City. Any development should be approved or denied based on the merits of its own proposal and application, and not because the City hasn't received any other offers or if the City believes it cannot attract a better option.

I mentioned this is in a B-2-zoned area. Based on Darien's City Code (5A-8-3), the B-2 Community Shopping District is intended to accommodate the needs of a much larger consumer population than is served by the neighborhood convenience shopping district, thus a wider range of uses and structure sizes are permitted for both daily and occasional shopping. My first questions would be:

- How does a collision body shop accommodate the needs of a larger consumer population? Consumers don't regularly visit a collision body shop, they only do so if they find themselves in a car wreck, and their insurance company recommends them to a local shop.
- Where is the data that supports the need for another collision body shop when two local, family-owned businesses reside in the immediate vicinity of this location? Why would Darien want to risk impacting and harming other small businesses?
- What is the neighborhood convenience served by having Gerber occupy this place? If anything, it further harms the neighboring community by limiting options that this commercially zoned area is intended to solve, which is accommodating the needs of the larger consumer population, which would be retail or dining.

According to the City Code (5A-8-3-3), operation of an auto body shop is not a permitted use in the B-2 Community Shopping Center District. Automobile service stations and repair facilities must request

and be approved for a Special Use permit to operate. Darien's City Code regarding Special Use Criteria states (emphasis is mine): **No special use shall be recommended to the City Council by the Planning Commission, nor approved by the City Council unless findings of fact have been made** on those of the following factors that relate to the special use being sought. I will not repeat the 5 factors that a petitioner must provide findings of fact for, as you have these in your packet. However, answers of "Yes" and "Correct it will not", as documented in their justification narrative, are not acceptable findings of fact. I have attached a screenshot for your quick reference.

No special use shall be recommended....nor approved by the City Council unless findings of fact have been made.

My second set of questions would be:

- How is this special use deemed necessary for the public convenience at this location (Special Use Criteria 1)? This is not a convenience that serves the neighboring community.
- How will this establishment not be detrimental to or endanger the public health, safety, or general welfare (Special Use Criteria 2)? Gerber representatives were not able to answer questions about the release of key toxins when asked at the Planning and Zoning hearing. In addition, disabled vehicles will be parked outside, inside a fenced-in area. These vehicles are involved in car wrecks where the risk of leaking oil, fuel, radiator fluid, and windshield washer fluid, could be leaking and running off the property.
- How will this establishment of this special use not impede the development and improvement of the surrounding property in the district (Special Use Criteria 4)? Allowing this continues the growth and development of industrial properties in a Business Community Shopping District and further alienates retailers and businesses who could operate a business that is a permitted use in this district, that would serve the convenience of the community.

As I've illustrated above, this business is not a permitted use in a zoned district that is meant to serve as a commercial shopping district to benefit the convenience of the neighborhood. This business serves no such purpose. This business has not presented findings of fact to support the approval of a special use permit, because they know they cannot meet the standards to require an approval of this request. As noted, they violate nearly each of the 5 standards required to be met for approval. Based on the law and City Code, there is no rationale or reason for approving this proposal.

Finally, Darien's Municipal Services Director, Mr. Dan Gombac, stated that other proposals came forth, including independent restaurants, a hardware store, a medical urgent care center, and this auto body shop. Clearly, there is a lot of interest in this parcel so why would Darien even consider something that does not meet the standards for approval nor fit within the character of the area? Were these other proposals given the same attention and discussion? I have been able to find any evidence of this, except to have them dismissed because the only City requirement seems to be based on what business can provide the largest amount of sales tax revenue. Let me ask you one final question:

- Are you elected to serve the citizens of Darien to do what is best for the residents? Or to do what is best for the City itself?

Finally, I want to close with a few additional points that were brought up at the Planning and Zoning meeting. The reasons stated for not exploring much in the way of dining or recreation were lack of parking and the ceiling height. Storebuild's own presentation to you in July, and LoopNet's own commercial real estate listing highlight "Ample Parking" as a key benefit of this property. Gerber's own proposal would be to eliminate the

drive-thru so they can create more parking to park the disabled vehicles inside a fenced-in area. Any other dining proposal could remove this same drive-thru and add parking down the side of the building, adding another 10-15 parking spaces. At 54 parking spots currently, and another 15 added with no major lot re-configuration, there would be 69 parking spaces. Darien's City Code (5A-11-5) states that for Parking and Loading Class No 4, for Retail and Wholesale Trade businesses, 4 spaces per 1,000 sq. ft of gross floor area are required. Thus, there are enough spaces for this 13,500-square-foot building to support this type of business without the need for a variance. If this was a dining establishment, Darien would require 1 parking space for every 3 seats. At 69 spaces, a 207-seat restaurant could occupy this space without the need for a variance. If you review Parking and Loading Class No. 6, which outlines requirements for cultural uses, entertainment, and sports, requirements state that 3 spaces per 1,000 sq. feet of gross floor area are required. At 13,500 sq. feet, only 40 spaces would be required. Other requirements within this category are more generous, requiring 1 parking space per 5,000 sq. feet of gross land area. The total gross land area of this parcel is roughly 88,000 sq feet, thus requiring 18 parking spaces. The parking concerns are a red herring and an excuse for not looking into more suitable business types.

I took the liberty to also look up minimum ceiling height clearance for recreational types of businesses. A golf simulator requires a minimum height of 9'. For Whirleyball, you need a minimum height of 16'. For axe throwing, a minimum height of 12' is required. For an escape room, the minimum height is a standard 8' ceiling. How tall is the ceiling height in this CVS property?

I thank you for taking the time to review my comments and I respectfully request that my comments be included in the meeting packet as public comments so they can also be shared, along with your recommendation, to the City Council for their ultimate approval or rejection.

It's my hope that you will respect the due diligence and thoughtful recommendation from the Planning and Zoning Commission, which voted 7-1 to reject this proposal. I trust you will see this the same way as both the PZC and the community do and vote to recommend the City Council deny this proposal.

Regards,
Brian Liedtke

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From: Elizabeth Uribe

Sent: Monday, October 30, 2023 2:13 PM

To: Ted schauer <tschauer@darienil.gov>; Tom Belczak <tblczak@darienil.gov>; Ralph Stompanato <rstompanato@darienil.gov>

Cc: Dan Gombac <dgombac@darienil.gov>; Bryon Vana <bvana@darienil.gov>; Joe Marchese <jmarchese@darienil.gov>; Eric Gustafson <egustafson@darienil.gov>

Subject: Objection to Special Use Permit Request for 8325 Lemont Road (Former CVS)

Dear Members of the Municipal Services Committee:

I am writing to express my objections to the Gerber Collision and Glass request for a special use permit for the property located at 8325 Lemont Road (former CVS).

Guiding Legal Principles

At the outset, I would like to remind the Committee about some of the guiding legal principles concerning Gerber's proposal.

- First, the Committee has broad discretion to assess whether this proposal is appropriate for the location because Gerber is seeking a special use permit from the current B-2 zoning. *See Herren v. Zoning Bd. of Appeals of Kendall Cnty.*, 4 Ill. App. 3d 342, 351 (2nd Dist. 1972) quoting *Pioneer Trust & Sav. Bk. v. McHenry Cnty.*, 41 Ill.2d 77, 84 (1968) (“Because a special . . . use zoning ordinance does not allocate any particular zones for the establishment of these unique uses as a

matter of right, the local zoning authorities are vested with broad powers in determining the suitability of a given site for a proposed special . . . use”).

- Second, as the petitioner, Gerber bears the burden of proving that its application meets all of the requirements for a special use permit as required by Section 5A-2-2-6 the City of Darien Code. *Hope Deliverance Ctr., Inc. v. Zoning Bd. of Appeals of City of Chicago*, 116 Ill. App. 3d 868, 872 (1st Dist. 1983) citing *Racith Corp. v. Zoning Bd. of Appeals*, 95 Ill. App. 3d 716 (1st Dist.1981) ("An applicant for a special use permit has the burden of proving that the proposed use meets all of the standards required by the controlling zoning ordinance").

Incomplete Initial Application

Next, I would like to remind the Committee about Gerber's incomplete and woefully insufficient application to the Planning and Zoning Committee which resulted in it having to provide supplemental information to the City prior to this Committee's review. I find it telling that Gerber felt it did not need to fully complete the section of the application specifically asking it to justify the need for a special use. Attached for your convenience and review is the special use criteria form originally submitted to the City by Gerber.

Supplemented Application Still Fails to Meet Special Use Criteria

Having reviewed the supplemental information submitted by Gerber to the City, I would urge the Committee to still find Gerber's proposal insufficient, focusing on the more pertinent criteria for a special use permit.

- **Public convenience:** Gerber states that "having a nearby, reliable repair facility, which adheres to high standards of a nationally recognized company, is essential to address these unexpected situations..."

This statement is problematic for several reasons. First, the community already has "a nearby, reliable repair facility" in Darien Collision and Haraldsen's Garage, local automotive businesses that are within 1/2 mile of this site offering the same type of services. Second, Gerber's claim that it "adheres to high standards of nationally recognized company" is questionable at best. Attached for your review and consideration is the Better Business Bureau's profile for Gerber, which rates the company as a D+. Also attached is a single page of consumer complaints which includes improper and unsafe repairs, vehicles not being returned in a timely manner, and other disputes about the quality of the work performed. This page is merely a sampling of complaints about Gerber, how it treats its customers, and how it does business.

Gerber is correct in stating that the term "necessary" is understood in zoning law as "reasonably convenient." However, Gerber does not satisfy this definition. In fact, the landmark Illinois case addressing this definition is *Illinois Bell Tel. Co. v. Fox*, 401 Ill. 617 (1949). Importantly, the Illinois Supreme Court upheld the special use permit for the construction of a telephone center in a residential area "to meet the increasing demand for service." *Id.* at 631. Despite Gerber's claim, there is no evidence about an increased need for automotive repairs in our area. Gerber asks this Committee to accept a conclusory claim that "an internal market analysis...using [its] propriety software algorithm" means there is a market for this type of business in our area. In fact, Illinois courts have explicitly

rejected similar blanket statements in other zoning cases as mere unsupported conclusions. *See e.g. Bat-A-Ball, Inc. v. City of Chicago*, 184 Ill. App. 3d 776 (1st Dist. 1989).

Finally, Gerber is attempting to mislead this Committee about the status of the property. CVS closed its doors on April 25, 2022. And while the building has, indeed, been vacant since that time, this developer purchased this property in July 2023. What due diligence the current developer has done in marketing and soliciting businesses to the property has not been made available to the public.

- **Health, safety, general welfare:** Contrary to Gerber's statements, there are considerable concerns for the health, safety, and general welfare of the public should its application be approved.

Gerber is in the business of repairing automobiles which comes with noise issues and environmental impacts that cannot be discounted. I understand that Gerber has systems and protocols for addressing these issues but that suggests that this type of business is inappropriate for this particular location. Moreover, water-based paints continue to have safety and environmental concerns, as was noted by Mr. Vic Patton, a long-time chemist who provided the Planning and Zoning Committee with research supporting this position. Since this location implicates residential homes, nearby schools, and Bruce Lake, these concerns must be given serious consideration.

Gerber takes the position that the traffic should not be a concern for the community. The trip generation manual cited by Gerber does not take into account that CVS had a direct competitor across the street in Walgreen's which likely impacted traffic to the property nor does it account for the third-party vehicles coming in and out of the location (i.e. tow trucks and service vehicles to remove hazardous waste, among others). In addition, this property is located near schools and is a route used by students and families, both to get to school and for recreation on the bike path that crosses the driveway of the subject property.

- **Other property in the vicinity:** As the Committee likely knows, the subject property is surrounded primarily by residences and small businesses (the exceptions being Walgreen's across Lemont Road and Speedway across Plainfield Road). This type of business is not appropriate for this location and will impact the property values and enjoyment of property by residents and neighbors.

At the Planning and Zoning Committee meeting, the petitioners mentioned hazardous waste being regularly removed from the property through a contract with a third-party company. Having a business that is 200 feet away from a single-family home, by Gerber's own application, which regularly has hazardous waste removable is evidence of a highly incompatible use with the surrounding properties.

Finally, as mentioned above, while the building has not been occupied since April of 2022, this developer only recently came to own this property. Sufficient due diligence should be made to make the best use of this property rather than a money grab with an incompatible use.

Summary

In sum, I urge the Committee not to settle for whatever comes along. We, as a community, are interested in the best use of the property, not just any use.

1. This industrial-type business does not fit the character of the area, which is composed primarily of residences (single family homes and a retirement apartment community) and many small businesses.
2. Safety and environmental concerns with this type of business, which need to seriously be considered in light of the close proximity of elementary and junior high school buildings and Bruce Lake. The driveway crosses a bike path used by families and students as part of people enjoying living in this area. Not to mention potential run off, particles in the air, and possible impact on water sources.
3. This type of business involves heavy machinery which implicates noise concerns for neighbors.
4. There are aesthetic concerns of having wrecked vehicles, tow trucks, and a large brick wall on the Lemont Road side. Leaking vehicles and garbage receptacles that are not maintained have been observed at other locations, as evidenced by Alderman Gustafson in the attached emails received via a FOIA request to the City. Many view this area as a “gateway” or entrance to Darien, and a Gerber is not much of a welcome.
5. Concerns about reputation. As mentioned above, Better Business Bureau gives Gerber a D+, with a majority of complaints revolving around vehicles that are not returned when promised (which suggests damaged vehicles staying on

the property longer—see aesthetic and environmental concerns). Makes you wonder why Darien would want to invite a business with a poor reputation to join its city and what kind of neighbor this business will be to residents.

6. There are two, well-established, local businesses within 1/2 mile of this site that already provide these services (Darien Collision and Haraldsen's Garage).

This business does not fill a community need. There are other options that will better serve the needs of residents, enhance our community, and fit the character of the area. We deserve better.

Elizabeth R. Uribe

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Complaints

Gerber Collision & Glass

Auto Body Repair and Painting

[View Business profile](#)

Need to file a complaint?

BBB is here to help. We'll guide you through the process.

[File a Complaint](#)

Complaint Details

Note that complaint text that is displayed might not represent all complaints filed with BBB. [See details.](#)

Complaint Type:

Problems with Product/Service

Status:

Answered



Initial Complaint

09/19/2023

I took my vehicle into Gerber to have it repaired. They disassembled my damaged but drivable vehicle without doing their due diligence to verify the most obvious parts weren't on back order. Now my car is disassembled and undriveable and they have left me without a vehicle. My problem is that the part that was the most obviously damaged is the one on back order. They didn't have to disassemble the vehicle to check on that part.



Business response

10/03/2023

Gerber Collision & Glass is aware of the complainant's concerns with delays throughout the repair process due to backordered parts. ***** Representative ***** spoke with him on September 22, 2023 and advised him that his vehicle completion date would be on Tuesday or Wednesday the following week, he returned



his rental car and was advised we would waive his deductible to offset the rental charges. ***** Representative ***** again contacted the complainant on September 26, 2023 to advise him that the repairs were completed, he picked up the vehicle and all concerns have been resolved.

Complaint Type:

Problems with Product/Service

Status:

Resolved



Initial Complaint

09/14/2023

I took my van in after an accident back on May 20, 2023. I received my van back around June 14, 2023 and within 2-3 days I was hearing a grinding sound coming from the area of impact. I called and setup a time for them to look at it and when they did all they did was drive my van into the shop and say, its just your brakes. In July I went car shopping and I was told that the tire that Gerber put on my van was used and very worn which was news to me because I thought they said a NEW tire. I finally had the funds, August 20, 2023 to get my brakes done and was absolutely shocked to learn that, while my brakes we bad, the caliper on the drivers side wheel area (IE the impact zone) was bent. I called the insurance company and they agreed that those dont just bend and told me to take it back. On August 28, 2023 I went back and they took everything off and its BAD! Its not just the caliper but the bearing hub, axel and wheel sensor. They all but denied any wrongdoing and tried to place the blame on the person who did my brakes but Ive been having this issue since 2-3 days after I got my van back from them when I had NO issues prior to the accident. The insurance company paid nearly \$6k in repairs and I got an unsafe van back that was not in the condition it was in before. The ** at this Gerber told me that I can buy the parts and theyll do the labor for free and they made me sign a paper saying I was driving my van off their property in unsafe condition. Then, today, I took my kid to the bus and when I got home I noticed that the bumper, THAT THEY REPLACED IN ***** is falling off on the passenger side. They screwed my van up and I want it back in the condition it was in before the accident when I had no grinding or any dashboard lights on. Now State Farm is allowing Gerber to make the determination and theyre still trying to blame a bad break job when these issues were happening before the brakes were touched. Also, parts on the invoice are what needs fixed now



Business response

10/04/2023

We have not been successful in speaking with the Complainant. General Manager ***** attempted contact via phone on September 28, 2023 and via email October 3, 2023 in hopes of speaking with the Complainant to discuss their concerns.



Customer response

10/06/2023

Complaint: 20601902

I am rejecting this response because:

I have not been called by ***** Not on September 28th, at all, I have no voicemails or missed calls on my call log. I did receive an email on October 3rd, at 4:40 pm, and I tried to call him the next morning. He did not answer my phone call and even though I left a voicemail I didnt hear back from him. I emailed him on October 5th and he said hed call me that day but, again, I didnt hear from him.

Sincerely,



Business response

10/17/2023

Gerber Collision & Glass is aware of the complainants concerns and general manager ***** spoke with her on 10/15/2023 and let her know we would be willing to cover the labor of the installation of the parts and an alignment even though State Farm deemed "not accident related." The complainant is going to purchase the parts from Lafayette Auto Supply at our cost and we are going to install them for her at no cost and all concerns have been resolved at this time.



Customer response

10/24/2023

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID ***** , and find that this resolution is satisfactory to me. For future issues Gerber needs to realize that theyre responsible for the safety of the passengers in the vehicles that theyre repairing. They also need to make sure that theyre paying attention to the repairs that they are making. I should not have had to go this far to get a resolution and Im still not happy with it. I shouldnt have to pay a dime for any repairs as Gerber has a LIFETIME GUARANTEE but Im tired of putting my children in danger everyday by driving this van.

Sincerely,

Complaint Type:

Problems with Product/Service

Status:

Resolved



Initial Complaint

09/13/2023

I dropped my car off for repairs on 7/10/2023 for front passenger bumper damage at Gerber Collision in *****. The repair job was completed 9/12/2023, so that's two months in total. My car insurance only covered up to \$900 in car rental payments and I was two days over and being asked to pay \$60. A customer shouldn't have to pay for extra days when the collision shop took too long to complete the repairs.



Business response

09/28/2023

Gerber Collision & Glass is aware of the Complainant's concerns with the rental bill and General Manager ***** spoke with him on September 14, 2023 and reiterated our offer to refund the \$60, inquired if there were any other concerns, he advised that he did not have the rental bill but maybe his daughter does, he also advised that he does not know about any BBB complaint and we reminded him that we will reimburse the \$60 if someone brings us the rental bill receipt. General Manager ***** again spoke with the complainant on September 22, 2023 and was advised that his insurance company ended up paying the rental charges and all concerns have been resolved.



Customer response

10/04/2023

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID *****, and find that this resolution is satisfactory to me.

Sincerely,

Complaint Type:

Problems with Product/Service

Status:

Answered



Initial Complaint

09/09/2023

To whom this may concern, My name is *****. I have a complaint about Gerber Collision in *****. I expected better service as I filed a claim for damage to my car with

my insurance on May 28, 2023, and had my car inspected on May 30th with the car repairman at Gerber *****. With the brand and reputation, I expected better. As of now my car was repaired however in an unprofessional, very untimely manner and inconsiderate manner. This caused me financial damage which is poor customer service and a terrible customer experience. May 30th, the parts that needed to be ordered were reported to my insurance. My husband also asked the repairman about the parts arrival before turning our car in July 17, 2023. We were told the time for repair would be

***** a half.

Monday July 24th, my husband reached out to the repairman, *** who then told him they were just now able to break the car down. I drove to the facility July 25th to see if I could see my car broken down. I only seen my car brought to the back with other cars inside the gate as I left it. Repairs were not started until that Wednesday, Thursday I checked again and my trunk was taken off which is where the repairs were needed. They informed my husband midweek that frame damage was noticed which would cause longer time for repairs about 60 hours. The next complaint in addition to starting repairs on my car late after informing them that I was paying for the rental out of pocket was them stating it would be a possibility I could have my car by Wednesday because they just needed to paint which was that Friday the 28th. I received a call to pick up my car 08/04/23. The rental paid out of pocket was \$844. My insurance company asked for compensation on my behalf and they continued lying about the timing saying it was necessary. It was confirmed the parts were in the shop the day I dropped my car off.



Business response

09/22/2023

Gerber Collision & Glass is aware of the complainants' concerns with the delays throughout the repair process and General Manager ***** spoke with her on September 15, 2023 and explained that for the size of the job (60 hrs) ***** days is about average as far as workflow goes. The complainant stated that her issue is she drove by and saw her vehicle hadn't been disassembled after a few days, she wants compensation for when it wasn't being worked on. General Manager ***** again apologized for the delays and stated it's Gerbers policy not to pay for rental, and she signed documentation acknowledging that and all concerns have been addressed at this time.



Customer response

09/25/2023

Complaint: 20579040

I am rejecting this response because:

I did not sign any response concerning the dispute, the information provided is falsified. It was also more than a few days that my car was not disassembled to start repairs it was 9 full days which 7 of those days Gerber was open for business. I waited on the General manager for a week now to call me back who called after the "grievance was filed" to "get back with me after he spoke with the higher *** in regards to a reimbursement ". When discussing a reimbursement he did inform me that they" typically dont reimburse for rentals as they cannot predict the time it would take to repair my vehicle however, he would look into it because their

was a shortage of workers especially the main repairman during that time" . I explained the time they worked on my car was never the issue it was the fact that I informed Gerber collision repairmen and clerk that i was paying for a rental out of pocket and i could not afford delays. I was informed all parts were there. Gerber and their employees had my car for a week without even starting repairs. That is when the rep indicated he will contact the "higher ****". Please correct and compensate as I pleaded. \$844.00 for a rental is a lot especially when it sat for 9 days. Thank you

Sincerely,

.....



Business response

10/05/2023

Gerber Collision & Glass is aware of the complainant's concern with the rental reimbursement. General Manager ***** spoke with the complainant on October 4, 2023 and advised that Gerber agrees to pay 9 days of rental at \$25/day for a total of \$225. The complainant was happy with this resolution and stated that she would pick up check after it printed at the shop and all concerns have been resolved.

Complaint Type:

Problems with Product/Service

Status:

Answered



Initial Complaint

08/15/2023

Business submitted an estimate to Simoniz Glass for repairs on my 2017 **** Focus. They received AND cashed the check before services were even provided. I decided to go with a different business to have the work done and trying to get a check back from Gerber. Each employee I have spoken with has told me a different story. ***** told me weeks ago that it took 2 days for them to process a check back. Waited several weeks and called Gerber yesterday. *****, who handles accounting, passed the call to the general manager, *****, who out-right lied to me on the original check they have received. Simoniz Glass (****) has been trying to work with me on getting this check back and both of us continue to be lied to! My car is now in the different shop getting the services done and I am stuck paying out of the pocket until this is resolved. Simoniz glass has given Gerber permission to issue check into my name, to save on time and every person, every phone call to Gerber, they change there policy??? This has been ongoing for weeks and taking a check, cashing a check, without providing services is theft! reading several business reviews, after the fact, this has happened to previous customers.



Business response

08/30/2023



The complainant has been provided a refund as of August 21, 2023. Thank you.

Complaint Type:

Problems with Product/Service

Status:

Answered



Initial Complaint

08/11/2023

Took My Truck To Gerber And They Had My Truck For About A Month And Call Me Stating Truck Is Done Which Is Was Not and When I Voice My Complaints Nothing Was Done 1-Driver Side Truck Bed by Gas Fill Was Hit By Another Car Which Cause The Paint To Chip and Fall Off Truck Bed When I Took Truck In To Get Repairs Done I Was Told By **** That The Truck Side Bed Would Be Replaced When I Go To Pick Truck Up The Chipped Paint Was Just Painted Over And Still Have Bubbles In Paint And That They Would Not Fix It Cause That Was Caused By Rust On Truck Bed The Truck Bed Was Fine And Did Not Have Any missing paint till the lady hit me so to me that area should of Been Replaced Or Fixed Not Just Painted Over 2-Also Bed Cover Was Replaced And Was Told They Had To Cut Off A Bolt To Be Able To Fix The Truck Bed Side That Why The Replace Bed Cover With a Cheaper One and Not One Like I Had On Truck Instead The Kept Stated We Will Just put The Old One Back On Or I Could Just Use The New One That They Put On There That Is Not Like Mine That I Had Before I Took Truck To Get Repairs I Am Not Sure How The Old Cover Will Work Since They Had To Cut Bolts Off To Get It Off Me Truck I Believe They Should Find Cover that Is New and Like The One I Had On There 3-When I Dropped Truck Off I Had A Ding In The Drivers Door I Ask For Estimate Which I never Got And When ***** Called Me For Update On Truck I asked Her About it And She ***** Were Just Going To Fix That When We Repair and Paint Truck Bed Side But When I Go To Pick It Up The Ding Is Still There 4-When I Arrive To Talk About All the issues i Have With Truck I Am Told That A ***** Will Help Me and He Is Outside Go Out There And He Will Help You When I Start Talking To Him About Truck I Stated I Wanted To Show Him The Issues And He Stated I Am Busy Doing A Estimate On Another Car Then He Goes Inside And Talks Bad About Me And My Repairs To the Workers inside (My Friend was inside heard it)



Business response

08/29/2023

Gerber Collision & Glass is aware of the complainant's concerns with the repairs to their vehicle and Market Manager ***** contacted him on August 14, 2023 and advised him that complainant's insurer paid to have a rusted bedside repaired as compared to replaced as they did not owe for the rust, only the damage to the bedside. Market Manager ***** has again been in contact with the complainant and their insurer via email on August 29,

addition to providing insurer rates.



Customer response

08/31/2023

Complaint: 20457275

I am rejecting this response because: The Bedside Paint Was Not Bubbling Up On The Truck Until The Lady *** Me And Then That's When Paint Starting Bubbling Up Was Caused By The Lady ***ting My Truck

Sincerely,



Business response

09/08/2023

The complainant had a Tonneau Cover replacement installed at Gerber Collision & Glass - Lafayette/***** and the refund for their deductible has been discussed. We understand the complainant is satisfied at this time.



Customer response

09/13/2023

Complaint: 20457275

I am rejecting this response because: This Issues That Is Still No Resolved Is The Driver Side Rear Wheel Well Was Not Fixed And Paint Is Still Chipped And Some Is Missing

Sincerely,



Business response

09/21/2023

Market Manager ***** attempted to contact the complainant, leaving a message September 19, 2023 in hopes of discussing concerns.



Customer response

09/25/2023

Complaint: 20457275

I am rejecting this response because: There Are Still Dimples In The Paint And The Z71 Decal Is Coming Off Also There Is Paint On The Tail Light That Should Of Never Been There

Sincerely,

Complaint Type:

Problems with Product/Service

Status:

Answered



Initial Complaint

08/03/2023

On 3/17/2023 my ***** was hit by a driver insured by State Farm. Gerber Collision in ***** is the only ***** approved body shop that is a preferred State Farm shop. I scheduled there. We delivered our vehicle as scheduled on 6/2. Gerber told me it was done on 6/26, only the radiator still had not been replaced and various other parts were missing. When I returned to pick it up, parts were missing. So we left it with them again, some of the parts were installed and then they called for me to pick it up, there were still fasteners missing and the suspension had not been repaired(which they told me had been). The horn did not work and there were problems with the air conditioning. So we dropped it off again for a promised return in 2 days. They had the vehicle for 9 days to balance a tire and install 4 missing grommets, which they had in stock. When I picked it up, 8/2/2023, there are still loose fasteners and my front speaker was blown and used supplies and personal items were left in the vehicle. We were directly deceived by ***** , the told us that the vehicle could not be alligned if there were any issues with the suspension, steering or hubs and that they had the entire system evaluated, when it went back in they had to send it elsewhere " because the shop that originally did the alignment was not capable of checking the suspension or wheels. I have invested over 10 hours in travel alone to pick up and drop off multiple times, not to mention the lost work due to gerber's failures.



Business response

08/17/2023

General Manager ***** contacted the complainant on August 8, 2023 and the complainant has agreed to have the location look over their concerns. Gerber Collision & Glass will be picking up the vehicle on August 30, 2023 for corrective repairs and we will deliver vehicle afterwards



Customer response

08/28/2023

Complaint: 20420429

I am rejecting this response because:

This issue has not been addressed as of yet. I have not received any additional service. ***** acknowledged all of the statements and has agreed that both the work they did and the parts/ materials where not acceptable. Please do not close this as it has NOT been resolved.

Thank you

Sincerely,



Business response

09/06/2023

General Manager ***** contacted the complainant August 30, 2023. ***** advised complainant they did not leave the vehicle accessible for Gerber Collision & Glass to pick up the vehicle and they are currently out of town and will ***** when they return to arrange another pick up time.



Customer response

09/15/2023

Complaint: 20420429

I am rejecting this response because: This was not resolved. Gerber never contacted me to confirm any parts had arrived or that they intended to pick up the vehicle. Other significant damage was found and incorrect products were used. I am not comfortable leaving my vehicle with this company.

Sincerely,

*****,



Business response

09/21/2023

General Manager ***** attempted contact with the complainant on September 15, 2023 and a message was left as well as 2 text messages at 6:06 PM and 6:42 PM. The Complainant is not willing to bring his vehicle back. He knows we have the replacement parts here and would like to install them himself.



Customer response

10/03/2023

Complaint: 20420429

I am rejecting this response because: I did pick up some of the replacement parts and I will not be allowing Gerber to perform any further work on my vehicle. Additional damage was found that occurred while in Gerber's care. The coolant line was cut shorter when they replaced the radiator. It is now too short to properly attach to the radiator and has been replaced. The center channel speaker was blown. The *** was reset and is now showing new trouble codes after the sampling period was complete.

I have not received any compensation. The dishonest employee is still employed in the same position. I was told that the parts were not returnable, which is why I have accepted them. I do not intend to pursue this further with the BBB, but I am NOT satisfied with the outcome.

Thank you,

Complaint Type:

Problems with Product/Service

Status:

Resolved



Initial Complaint

08/03/2023

Gerber has a contract with USAA insurance. USAA has paid Gerber for all the work on my car but Gerber has not finished the work. It has now been 6 months they won't return my phone calls so I told USAA to just send me the money and I will get my car fixed elsewhere. I was told on July 19th that a check for \$620 would be sent out by Gerber on July 21st. It is now August 1st and I still have not got that check. When I called USAA they called Gerber and Gerber said it will be another 2 weeks. They are dragging my guess in hopes I will give up. USAA paid them 848 for the work that still needs to be done. I had agreed to a payment of \$620 just to get this resolved and now they won't even do that!



Business response

08/17/2023

Gerber Collision & Glass is aware of the complainant's concerns with the repairs to their ***** Manager ***** spoke with the complainant on August 4, 2023 to let her know that Gerber is working on the reimbursement check. General Manager ***** again spoke with the complainant on August 9, 2023 and she came into the repair facility that same day to pick up the reimbursement check for \$620.00 and all concerns have been resolved.



Customer response

08/25/2023

Better Business Bureau:

I have reviewed the response made by the business in reference to complaint ID *****, and find that this resolution is satisfactory to me. They paid the \$620. Thank you, without your intervention I don't think they would have. I know I will never use them again.

Sincerely,

Complaint Type:

Problems with Product/Service

Status:

Answered



Initial Complaint

08/01/2023

This facility was a recommendation of my insurance company and was the worst collision repair shop in the world, They did not send an updated claim sheet to the insurance company and not all of the repairs to the car got resolved, they did not listen to me as to what the issues I had after the accident I was involved in and the manager at this location flat out lied to me about a check being sent to me when my insurance company doesn't have my banking info and the check would go to them. The manager she is a liar and I don't like it and don't appreciate it.



Business response

08/15/2023

Gerber Collision & Glass is aware of the complainant's concerns with the repairs to their ***** Manager ***** attempted to reach the complainant on August 3, 2023 and left a message. General Manager ***** again attempted to reach the complainant on August 8, 2023 via email and he has not responded to our contact attempts.



Customer response

08/15/2023

Complaint: 20404413

I am rejecting this response because: to my recall I don't ever remember giving my email address and I never received a phone call what phone number do they have on file, then nd to call me directly at *****, I want a total explanation on why an estimate was not sent to the

insurance company and since they dropped the ball I want a complete paint job of the entire car, I want my door pillar fixed, I want my chrome mirror put on not the black one that's on there and I want the window washer reservoir that is brand ***** on my car, not the used one they used, and the bumper fixed, and I want a refund of the deductible of \$500, when someone lies to me like the manager I do expect an apology as well. When this pistpoor facility addresses what I am asking for then I will give them the respect they deserve.

Sincerely,



Business response

08/22/2023

General Manager *****;F. left a message for the complainant on August 3, 2023 as well as sent in email on August 8, 2023 in hopes of speaking with the complainant to resolve concerns.

Complaint Type:

Problems with Product/Service

Status:

Answered



Initial Complaint

07/31/2023

My car was towed to Gerber Collision in ***** ** on 6/7/2023 after it was hit by a tire that fell off a vehicle on the highway. After being told they only had one other vehicle they had to get in they assured me it would not take the 5 days per \$1000 of the cost of repairs because I told them I would have to find another shop if that was true. Was texted since 7/6/2023 that the car was in reassembly. After calling twice two weeks ago and then again lat week and told they were working on the radiator assembly (for two weeks.) because my tech quit. Today is 7/31/2023 they called at 3pm and said it was done. Got to the shop at 4:45 and after asking if someone was going to show me the repairs I finally drove away. Only to have to return it in the morning when they open. The transmission is not shifting at all properly and it is also leaking radiator fluid. Two months is not acceptable and now I have to bring it back and hope its done in less than two months!



Business response

08/14/2023

Gerber Collision & Glass General Manager ***** contacted the complainant on 8/1/2023 and the complainant has brought their vehicle back to location for corrective

repairs.

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14

Next ▶

*Some consumers may elect to not publish the details of their complaints, some complaints may not meet BBB's standards for publication, or BBB may display a portion of complaints when a high volume is received for a particular business. ↩

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D+

THIS BUSINESS IS NOT BBB ACCREDITED


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Years in Business: 85


Customer Reviews are not used in the calculation of BBB Rating

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Contact Information

 400 W Grand Ave
Elmhurst, IL 60126

 [Visit Website](#)

 [\(847\) 679-0510](tel:(847)679-0510)

Complaints Summary

144 total complaints in the last 3 years.

74 complaints closed in the last 12 months.

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Business Profile

Gerber Collision & Glass

Auto Body Repair and Painting

Headquarters Multi Location Business



The Complaints and Reviews shown on this HQ profile may have been submitted against either the HQ itself or one of the corporate-owned locations found under "Find Locations".

Contact Information

400 W Grand Ave
Elmhurst, IL 60126

[Visit Website](#)

[\(847\) 679-0510](tel:(847)679-0510)

Customer Reviews

1.38/5

Average of 47 Customer Reviews

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BBB Rating & Accreditation

D+

THIS BUSINESS IS NOT BBB ACCREDITED

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Years in Business: 85

Customer Complaints

144 complaints closed in last 3 years

74 complaints closed in last 12 months

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Customer Reviews are not used in the calculation of BBB Rating

[Reasons for BBB Rating](#)

Related Categories

[Auto Body Repair and Painting](#) • [Window Glass](#)

Business Details

This is a multi-location business.

Headquarters

400 W Grand Ave, Elmhurst, IL 60126

BBB File Opened: 3/7/1990

Years in Business: 85

Business Started: 7/1/1938

Business Started Locally: 7/1/1938

Alternate Business Name

Cars Collision Center, LLC

Gerber Collision & Glass, LLC

The Gerber Group, Inc

Business Management

Mr. Timothy J. O'day, Chief Operating Officer

Mr. Frank Alessia, Controller

Ms. Jessica De la Garza, Customer Care Manager

Contact Information

Principal

Mr. Timothy J. O'day, Chief Operating Officer

Ms. Jessica De la Garza, Customer Care Manager

Customer Contact

Ms. Jessica De la Garza, Customer Care Manager

Additional Contact Information

Fax Numbers

(847) 679-0690 Primary Fax

Phone Numbers

[\(630\) 832-0670](tel:(630)832-0670) Other Phone

[\(630\) 617-6234](tel:(630)617-6234) Other Phone

Industry Tip

BBB Tip: Choosing a mechanic for auto repair and service

[Read More](#)

Customer Complaints

144 Customer Complaints

Most Recent Customer Complaint

Complaint Type: Problems with Product/Service

Status: Answered



09/19/2023

I took my vehicle into Gerber to have it repaired. They disassembled my damaged but drivable vehicle without doing their due diligence to verify the most obvious parts weren't on back order. Now my car is disassembled and undriveable and they have left me without a vehicle. My problem is that the part that was the most obviously damage...

Customer Reviews

47 Customer Reviews

What do you think? Share your review.

[How BBB Processes Complaints and Reviews](#)

[Start a Review](#)

Most Recent Customer Review

Maisie W



10/19/2023

Gerber Collision And Glass, *****.The ***** shop located at ***** is one of the worst places to take you vehicle if you should happen to have had an accident. 1. You have to wait for a very long time to even get an appointment to get an estimate (February accident, July for an estimate) Drove my car during this time without any problem except for the air and the broken fog lights.2. You have to wait for months before they will give you an appointment to get it fixed(July date to start repairs)3. They try to total your car even it is a minor damage, and even got the insurance company to write it off as total loss 4 .I was told that they cannot get parts, then for whatever reason they choose to total your vehicle even if you are able to get it fixed somewhere else. No body damage on the car except for the fog lights and A/C but yet they wanted to total the car 5. Lots of paperwork and phone calls to have my vehicle return to me the owner. 6. Drove my car in to Gerber except for the fog lights and A/C that were damaged but had to have my vehicle towed to another shop after they broke it down to fix the fog lights, nothing to do with me driving the car or how it drove prior to dropping it off 7. Gerber did not return phone calls, which delayed me getting my car back for almost two weeks. Had to be without a rental until I got my car fixed at another shop 8. They over charge and **** up repair costs 9. I drove my car into the shop without any problems and once they got done with it, it was not in driving condition.10. Don't know what they did to the car but it was drivable when I dropped it off to have the fog lights and the A/C fixed but un-drivable with clicking noise that was not there when I dropped it off.Please do not take your car to Gerber Collision And Glass especially the one in *****.



Gerber Collision & Glass Response

10/24/2023

We are sorry to hear about your concerns and understand that ***** the Market Manager reached out and spoke to you this morning and you are satisfied at this time. Thank you for bringing this to our attention, we sincerely apologize for your experience.

[Read 46 More Customer Reviews](#)

Local BBB

BBB of Chicago & Northern Illinois

[More Info on Local BBB](#)

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BBB reports on known marketplace practices.

See What BBB Reports On

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Maria Gonzalez

From: Eric Gustafson <egustafson@darienil.gov>
Sent: Saturday, September 16, 2023 2:50 PM
To: Dan Gombac
Cc: Jordan Yanke
Subject: Fwd: Gerber site visit

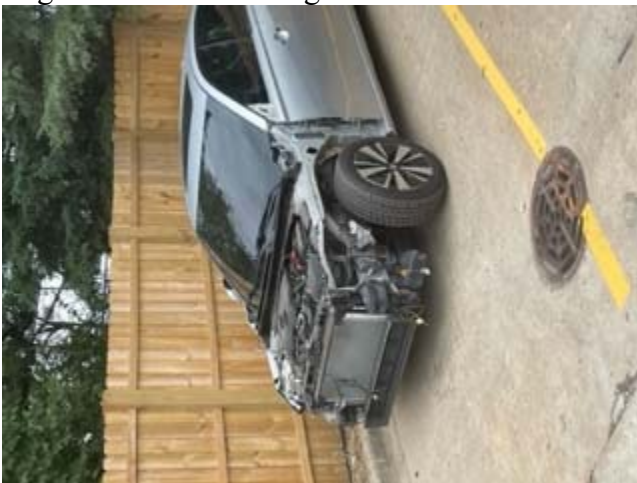
I was not impressed in the look of the parking lot and garbage area.

Sylvia McIver saw the sign for the public hearing and indicated she is against Gerber moving into the location.

Sent from my iPhone



Begin forwarded message:



From: Eric Gustafson <egustafson@darienil.gov>
Date: September 16, 2023 at 2:22:01 PM CDT
To: Ryan Swanson <rswanson@midamericagr.com>, Mike Peirce <mpeirce@storebuild.com>
Cc: Jordan Yanke <jyanke@darienil.gov>, Dan Gombac <dgombac@darienil.gov>
Subject: Re: Gerber site visit

I have photos if you need to see them.

Sent from my iPhone

On Sep 16, 2023, at 2:21 PM, Eric Gustafson <egustafson@darienil.gov> wrote:

I performed a site visit to Gerber in Romeoville today. Location was closed.

When we met you indicated cars being worked on were maintained inside the building for insurance purposes.

I saw at least 6 cars outside the building in process of needing repair. In addition, the garbage area is not be maintained.

Very disappointed in what I saw today.

Sent from my iPhone

Maria Gonzalez

From: Eric Gustafson <egustafson@darienil.gov>
Sent: Saturday, September 16, 2023 2:22 PM
To: Ryan Swanson; Mike Peirce
Cc: Jordan Yanke; Dan Gombac
Subject: Re: Gerber site visit

I have photos if you need to see them.

Sent from my iPhone

> On Sep 16, 2023, at 2:21 PM, Eric Gustafson <egustafson@darienil.gov> wrote:

>

> I performed a site visit to Gerber in Romeoville today. Location was closed.

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>

> Sent from my iPhone

Maria Gonzalez

From: Eric Gustafson <egustafson@darienil.gov>
Sent: Saturday, September 16, 2023 2:21 PM
To: Ryan Swanson; Mike Peirce
Cc: Jordan Yanke; Dan Gombac
Subject: Gerber site visit

I performed a site visit to Gerber in Romeoville today. Location was closed. When we met you indicated cars being worked on were maintained inside the building for insurance purposes. I saw at least 6 cars outside the building in process of needing repair. In addition, the garbage area is not be maintained. Very disappointed in what I saw today.

Sent from my iPhone

Maria Gonzalez

From: Eric Gustafson <egustafson@darienil.gov>
Sent: Saturday, September 16, 2023 1:55 PM
To: Eric Gustafson
Cc: ekgustafson@aol.com
Subject: Gerber



Sent from my iPhone

SPECIAL USE CRITERIA

The special use request must address the following criteria for approval:

1. That the special use is deemed necessary for the public convenience at the location specified. **YES**
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. **CORRECT, IT WILL NOT.**
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. **CORRECT, IT WILL NOT.**
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. **CORRECT, WILL NOT**
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood. **CORRECT, WILL NOT.**
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided. **CORRECT, ALREADY IN PLACE.**
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. **CORRECT, IN PLACE.**
8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the planning and Zoning Commission and the Planning and Development Committee. **YES, THIS IS CORRECT.**

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.
Yes, this is correct - proven after +/- 2 years of marketing.
- 2b. The plight of the owner is due to unique circumstances.
Yes, no user demand for this property proven after +/- 2yrs marketing.
- 2c. The variation if granted will not alter the essential character of the locality.
Yes building & site work remains the same w/some improvements
- 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.
Yes, taxes, mortgage, & maintenance costs cannot be absorbed by owner
- 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.
Yes, as this was built for a specific and unique use--pharmacy
- 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.
Yes, this is correct.
- 3d. Create Neighbor Problem? The variation, if granted, will not cause a substantial difficulty, undue hardship, unreasonable burden, or loss of value to the neighboring properties.
This will not create a neighbor problem.
- 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.
This will not create a community problem.
- 3f. Net Benefit? The positive impacts to the community outweigh the negative impacts.
The net benefit far outweighs any potential negative impacts.
- 3g. Sacrifice Basic Protections? The variation, if granted, will comply with the purposes and intent of the Zoning Code set forth in Section 5A-1-2(A) and summarized as follows; to lessen congestion, to avoid overcrowding, to prevent blight, to facilitate public services, to conserve land values, to protect from incompatible uses, to avoid nuisances, to enhance aesthetic values, to ensure an adequate supply of light and air, and to protect public health, safety, and welfare.
Yes, this is correct.

DRAFT – PZC TO REVIEW/APPROVE AT FUTURE MEETING

MINUTES CITY OF DARIEN
PLANNING & ZONING COMMISSION MEETING

Wednesday, October 4, 2023

PRESENT: Lou Mallers – Chairperson, Robert Erickson, Shari Gillespie, Hilda Gonzalez (7:27 p.m.) Chris Jackson, Chris Green, John Johnson, Julie Kasprovicz

ABSENT: Bryan Gay

OTHERS: Dan Gombac – Director of Municipal Serves, Jordan Yanke - City Planner

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

Commissioner Erickson made a motion, and it was seconded by Commissioner Gillespie to move the agenda order.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 7-0.

Regular Meeting – New Business

b. Public Hearing – PZC2023-08 8325 Lemont Road – Gerber Collision Special Use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. Property is located within the B-2 Community Shopping Center Business District.

Mr. Jordan Yanke, City Planner reported that the subject property is located at the southeastern corner of the Lemont Road and 83rd Street/Plainfield Road intersection. He reported that that the property's existing structure is the former CVS pharmacy.

Mr. Yanke reported that the petitioner is proposing a "garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding" which deems it as a special use within the property's zoning designation. He reported the proposal involves minimal site work, as there are no proposed changes to the building footprint or the access drives to the site.

Mr. Yanke reported that the most notable change is a new 6' wall/fence to enclose an existing paved area on the west side of the property between Lemont Road and the building and that the enclosure is proposed so vehicles dropped off in need of repair can be parked in an area not visible to the public eye. He further reported that such

vehicles would be parked in newly designated spaces temporarily before being repaired inside the building.

Mr. Yanke reported that the wall/fence proposed within the front yard does not comply with zoning district standards. He reported that the existing drive-through located on the west side of the building will be removed and that the petitioner proposes to include the addition of two overhead doors on the west side of the building and one on the north side of the building, along with alterations to a couple curbed areas near the building to allow for better ingress/egress.

Mr. Yanke reported that the petitioner will be required to submit a building permit if the case is approved, with architect stamped and signed plans for the interior remodel. He reported that the required amount of parking spaces (4 spaces/1,000 square feet gross floor area) are proposed to serve the site and based on the building's square footage, 56 parking spaces are required.

Mr. Yanke reported that the petitioner submitted a Justification Narrative with a detailed description of Gerber Collision and project summary, in addition to Findings of Fact that would support the application request. He reported that they are in the agenda memo along with the proposed site plan, floor plan, building elevations, and other documents including public comment.

Mr. Dan Gombac, Director clarified some of the social chatter stating that the City looked at the site for sporting venues, restaurants, dollar store, hardware store and that financially, physically and after looking at incentives was not possible and the proposed use fits the property.

Mr. Tim Schwartz, Storebuild LLC introduced his team. He provided an overview of the proposal noting that they will be adding three new doors and that the interior operation will be air conditioned with minimal outside noise. He stated \$1.5 million will go to the community and that Gerber will have high paying positions with some paying over six figures.

Mr. Schwartz stated that Gerber has over 700 stores in Illinois with state-of-the-art equipment and that they are held in high regard on how they operate which is over 80 years. He reported that the paint shed will be self-contained with its own ventilation system. He further reported that they will use waterborne products making no environmental issues. He displayed a photograph of the plat.

Mr. Gombac reported that it was very important that the petitioner provide details on if there would be any odor released toxins. He referenced Sterogenics and reported that the paint will be contained.

Mr. Schwartz reported that there are 29,000 cars that travel per day and that this area is beyond a neighborhood location and that it will be nothing compared to the existing

traffic. He reported that the proposed location will be 13,000 square feet versus their usual store sites of 20,000 square feet. He further reported that the hours of operation will be 8:00 a.m. – 5:00 p.m. in a solid brick building.

Mr. Schwartz reported that they will build an architectural wall enclosure for cars coming in to hide the front from public view.

Commissioner John Johnson questioned if the wall would block sound.

Mr. Schwartz reported that he did not anticipate it would block sound, but it is a backup.

Mr. Ryan Murphy, Storebuild, LLC reported that Gerber does not repair totaled vehicles. He stated that he is very familiar with restaurants and parking and that they looked at all options for the site and considered the noise. He reported that car repairs will be done inside only, and most car repairs are scheduled through an insurance company. He further reported that 80% of all cars are not towed in.

Mr. Jim Brady, Gerber stated that all the local locations work together should there be an overflow for work to get the vehicle done quicker.

Commissioner Chris Jackson questioned how damaged parts are disposed.

Mr. Brady reported that the damaged parts are stored indoors, and trash picked up two times per week as needed by local providers.

Chairperson Mellers asked for Gerber's philosophy.

Mr. Brady stated that Gerber is always welcoming, and that they will open Monday – Friday from 8:00 a.m. – 5:00 p.m.

Chairperson Mellers questioned the 4' fence backing the residents.

Mr. Brady stated that the fence will be fixed and repaired. He stated that there is a problem with the concrete that will also need repair.

Chairperson Mellers opened the meeting to anyone wishing to present public comment.

Ms. Susan Dorian, Downers Grove stated that Darien will not have to deal with this, but the residents will. She stated that the vehicles in and out will be a trick and that a 4' fence is no help, and that she would have to see what it looked like if updated to Trex as suggested by the City.

Mr. Gary Koche, representing the Brookeridge Homeowners Association stated that 400 residents were surveyed and against the proposal. He stated that the location is next to apartments, senior living, single family residences and inharmonious with the surrounding neighborhood. He further stated that this is "not a neighborhood location" even if a busy intersection is ours and our neighborhood.

DRAFT – PZC TO REVIEW/APPROVE AT FUTURE MEETING

Mr. Rich Jepsen, Oswego stated that he operates a collision center in Darien and less than 1/8 mile from the area on Lemont Road and that this will impact his business and Haraldson's Garage. He questioned if three body shops are needed within a mile radius and beneficial to the City of Darien.

Mr. Vic Patton, Darien stated that he is a chemical engineer with background in biochemistry. He reported that he provided data to the PZC on what goes on in a body shop. He stated that there are references to waterborne paints and hazardous toxins released and that it is not safe. He questioned the paint booth and exhausting it into the environment.

A Brookeridge resident (illegible signature) stated that she was concerned for the children walking and riding their bikes. She stated that she was concerned with the tow trucks and theft issues.

Mr. Trip Burton, Woodridge, stated that he lives less than a mile from the location and that this is competition with the local businesses. He stated that the third door that faces 83rd Street was not addresses.

Mr. Jim Brady stated that the third door is where the finished vehicles will be washed and cleaned and where the customer can pick up their vehicle.

Mr. Jon Fey, unincorporated Darien stated that he was three blocks from the facility. He stated that this is the worst B-2 option. He stated that this proposal will devalue the property and that he is concerned that all 32 spots will be filled with vehicles.

Ms. Judy Restivo, stated that there is childcare located across the street and questioned where the workers will go. She stated that there are already issues going into the area and this will create more problems.

Ms. Anjali Glowacz, Darien stated that this is a residential area, and that this proposal will not add value to the community. She stated that it does not make sense where kids walk and ride bikes and asked that the City to look at this long term.

Mr. Brandon Esparza, Brookeridge stated that he is two blocks away and that he would not have purchased if the Gerber was there. He further stated that the zoning is in place to protect the residents and he encouraged the PZC to not grant the special use.

Mr. Ed Cervenka, Downers Grove stated that he owns property that borders the area and wants to build but that this will not help with the value of his property.

Ms. Elizabeth Uribe, Downers Grove stated that she is concerned about safety of the children and that she is not interested in the neighborhood becoming industrial.

Ms. Nikki Giancola – Shanks, Darien stated that she was shocked that the City considered this with two local small businesses. She stated that this will have a

negative impact on them. She further stated that there are plenty of other businesses with smaller parking requirements. She urged the PZC to listen to the constituents.

Mr. Phil L., Downers Grove stated that he is an environmental enthusiast and that he heard nothing about the bike paths. He questioned the huge wall and the aesthetics and safety.

Mr. Todd S., representing Bruce Lake challenged Darien to think bigger. He stated that Speedway is a mess and that he is completely offended that the petitioner stated that the area is not residential. He further stated that ACE Hardware or produce is a better choice, but that Darien continues to put in vape shops, gambling, etc. for an easy grab.

Mr. Mike Nichaulou, asked if anyone on the PZC would like to live behind this proposal.

Mr. Dave Phillips, representing Bruce Lake stated that he was concerned with water discharge and industrial release and the water quality.

Chairperson Mellers stated that the City tried to get produce in but they all require a stand alone building. He also stated that they tried to get other operations into Darien, but it has been challenging.

Mr. Tim Schwartz addressed some of the questions. He stated that 4-5 vehicles will be repaired per day and that the operation will have minimal impact to traffic . He further stated that the wall along Lemont was a recommendation because of safety and noise for the two garage doors which ends 100 feet from 83rd Street.

Mr. Schwartz addressed the chemical questions and stated that everything is self-contained in recycled environmental containers. He stated that they must conform with the State regulations which are very stringent.

Commissioner Bob Erickson questioned how frequently they inspect. He stated that Speedway had a gas leak issue, and it was discovered too late.

Mr. Gombac questioned the VOC's and how they are contained.

Mr. Brady stated that the filters are changed monthly and that the air goes through filters which are consistently cleaned before they go out. He stated that he was not sure about the VOC's but would provide to the City.

Mr. Murphy stated that Gerber will bring a lot to the community. He stated that there will not be another business open 8-5 and that CVS had semi-trucks and there was far worse traffic generated. Mr. Murphy stated that Gerber is a publicly traded company and obviously doing things right.

Mr. Murphy stated that they are investing \$1.5 million and that other uses were researched and that restaurants have a whole lot of issues, rodents, trash, etc., and that this use is the least impact to traffic, hours, etc. He stated that the wall is a

massive expense and that they would prefer to do a fence but that they are not opposed to a larger fence and landscaping and want to be a good neighbor.

Mr. Yanke reported the traffic engineer confirmed there would be 1/2 the amount of traffic generated by Gerber during morning peak hours and 1/5 the amount of traffic generated by Gerber during evening peak hours when compared to the prior CVS.

Commissioner Julie Kasprowicz questioned the other two businesses.

Mr. Brady stated that there is plenty of competition and that the location is a good fit for their purposes.

Commissioner Chris Green questioned the east and south end changes and if the dumpster will be removed.

Mr. Gombac stated that the dumpster will remain but with additional screening.

Commissioner Green also asked if the finished vehicles will be stored inside or outside.

Mr. Brady stated that once the vehicles are completed, they will be outdoors.

Commissioner Erickson questioned the rental cars.

Mr. Brady stated that the insurance companies work with Enterprise on pick up and delivery.

Commissioner Green stated that it would be useful to get more information on traffic.

There was no one else wishing to present public comment.

Commissioner Jackson made a motion, and it was seconded by Commissioner Gillespie to continue PZC2023-08 8325 Lemont Road – Gerber Collision Special Use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. Property is located within the B-2 Community Shopping Center Business District.

Upon roll call vote the MOTION FAILED 5-3.

AYES: Gonzalez, Green, Johnson

NAY: Erickson, Gillespie, Jackson, Kasprowicz, Mallers

Commissioner Jackson stated that this request does not meet the needs of a shopping district and that the petitioner did not address specific criteria.

Commissioner Kasprowicz make a motion seconded by Commissioner Jackson to recommend approval of PZC2023-08 8325 Lemont Road – Gerber

Collision Special Use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. Property is located within the B-2 Community Shopping Center Business District.

Upon roll call vote the MOTION FAILED 7-1.

AYES: Green

NAY: Erickson, Gillespie, Johnson, Jackson, Gonzalez, Kasprowicz, Mallers

Mr. Yanke stated that the non-favorable motion would be forwarded to the Municipal Services Committee on October 23rd.

a. Public Hearing – PZC2023-07 Electric Vehicle (EV) Charging Stations Text Amendment Petition from the City of Darien to amend the Zoning Ordinance (i.e., Text Amendment) to create a section regulating Electric Vehicle (EV) charging stations.

Mr. Jordan Yanke, City Planner reported that in 2022, ComEd and the Metropolitan Mayors Caucus announced an inaugural cohort of communities participating in an EV Readiness Program, a unique initiative launched to help local governments prepare to meet the growing demand for Electric Vehicles (EVs) and charging infrastructure.

Mr. Dan Gombac, Director reported that with the City being an inaugural cohort community, a focus on policy development related to EV infrastructure, permitting/zoning, safety, and community engagement is paramount and staff developed revisions to the zoning ordinance pertaining to EV charging stations in order to streamline implementation and regulate infrastructure throughout the City.

Mr. Gombac reported that the Planning and Zoning Commission is to review and recommend on the proposed ordinance for EV charging stations and consider recommending on the case.

Chairperson Mallers opened the meeting to anyone wishing to present public comment.

A resident in the audience stated that she had a hybrid vehicle, and that Level 1 takes four days to charge and that she has Level 2 in her garage. She questioned if the Fire Department is trained for electrical fires.

Mr. Gombac reported that the Fire Department is aware of electric cars in Darien and that the City records all known electric cars in a registry. He stated that the City would like to see Level 3 put in for patrons in the City of Darien.

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

Mr. Gombac asked the PZC to provide any recommendations.

Commissioner Jackson made a motion and it was seconded by Commissioner Johnson to authorize City Staff to continue the work and move forward with PZC2023-07 Electric Vehicle (EV) Charging Stations Text Amendment Petition from the City of Darien to amend the Zoning Ordinance (i.e., Text Amendment) to create a section regulating Electric Vehicle (EV) charging stations.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 8-0.

Regular Meeting – Old Business

There was no old business to discuss.

Staff Updates & Correspondence

There were no staff updates and correspondence to discuss.

Next Meeting October 18, 2023

Mr. Yanke announced that the next meeting will be held on Wednesday, October 18, 2023, at 7:00 p.m.

Public Comments (On any topic related to Planning and Zoning)

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

Adjournment

With no further business before the Commission, Commissioner Jackson made a motion, and it was seconded by Commissioner Johnson. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 9:45 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

**Elizabeth Lahey
Secretary**

**Lou Mallers
Chairperson**

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
SPECIAL MEETING
October 30, 2023**

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

ABSENT: None

OTHERS: Mr. Dan Gombac – Director, Mr. Jordan Yanke – City Planner, Mr. John Murphey – City Attorney

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 6:02 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

New Business

- a. **PZC2023-08 8325 Lemont Road – Gerber Collision Special Use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. Property is located within the B-2 Community Shopping Center Business District.**

Mr. Jordan Yanke, City Planner, reported that this is a Special Use request for the property located at 8325 Lemont Road. He reported that the existing building was a CVS Pharmacy and that the petitioner has proposed a conversion of the existing, vacant building to an auto collision, repair, and service center. He reported that City's zoning ordinance lists the proposed use as a garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding and deems it as a special use within the property's zoning designation.

Mr. Yanke reported that the project involves minimal site work, as there are no proposed changes to the building footprint or the access drives to the site and that most notable change is a new 6' wall/fence to enclose an existing paved area on the west side of the property between Lemont Road and the building per staff's recommendation so vehicles dropped off in need of repair can be parked in an area not visible to the public eye. He

stated that the wall/fence enclosure should be clarified as a condition of approval for the special use as an update on the case and something stipulated in the meeting packet.

Mr. Dan Gombac, Director reported on the 13,500 square foot property and what other businesses were proposed for that location. He explained that the City looked at the site for sporting venues, restaurants, dollar store, hardware store and that financially, physically and after looking at incentives was not possible. He reported that parking is also an obstacle and that banks are not loaning money to restaurants and that as much as the City and the residents would love to see a Trader Joes, they will not come to Darien.

Mr. Gombac reported that the City has looked at many options for the site and that medical facilities are more interested in strip malls with more foot traffic. He reported that a blood bank and a DIY store was also considered but that staff felt it was not the best use for the property.

Mr. Gombac reported that staff also researched indoor sports for pickleball, tennis, etc. and that the ceiling is an issue.

Chairperson Tom Belczak asked the petitioner to provide an overview of the proposal.

Mr. Jim Olguin, Attorney representing Gerber Collision and Glass introduced Ms. Kim Miller, Director, Environmental, Health and Safety, The Boyd Group to address the environmental concerns.

Ms. Kim Milller, Director, Environmental, Health and Safety, The Boyd Group gave a brief overview of her experience. She stated that Gerber operates 906 stores in the U.S. and Canada with three decades of experience.

Ms. Miller provided an overview of the services noting that all the coating rooms are all the same with water-based paints all low VOCs with minimal odor and very safe. She stated that there are small amounts of VOCs for the clear coat but they are confident that all applications are safe. Ms. Miller stated that they have never received an odor complaint.

Ms. Miller explained the painting process stating that the spraying is done indoors and regulated by the State of Illinois. She stated that the filters are changed regularly using high tech materials which minimizes airborne particulates. She further stated that the requirements are regulated with strict conditions and that they are confident with safety.

Ms. Miller stated that the parking lot is similar to any other parking lot and that there are no water emissions except for washing cars.

Mr. Gombac asked the petitioner for an explanation of the VOCs exhausted from building.

Ms. Miller stated that because the VOCs are so very low that any emissions are extremely low and non-detectable.

Chairperson Belczak questioned if the IL EPA has guidelines.

Ms. Miller reported that the IL EPA has strict guidelines and that each state checks and maintains strict records including reporting emissions. She stated that the State of Illinois is no different and they check regularly. She further stated that they do oil and antifreeze work occasionally but that there is a national program for waste disposal and that the waste is so small that they are not subject to regulation. Ms. Miller stated that there is however corporate policy on how it is disposed through drums and maintained on a dashboard for paint using a third party who requires logs. She stated that Gerber's regulatory inspection goes above and beyond.

Alderman Ted Schauer questioned if there is a difference between Gerber and a mom-and-pop shop.

Ms. Miller stated that some smaller shops may use higher VOCs.

Mr. Olguin reported on the Special Use permit and the understanding of the meaning. He stated that it is important to understand that it is a legislative conclusion by the City similar to a permitted use and that the criteria impact on the adjacent properties has no effect on the property owners or the public.

Mr. Olguin stated Gerber's proposal is a multimillion-dollar project and that they would not invest the money if there was not a demand. He stated that computer programming and a team was used to make sure there is a market for these services and that they are confident that this will benefit the community. He further stated that they do not believe they are taking business from someone else.

Mr. Olguin referenced the impact to traffic and stated that there is significantly less traffic than CVS with 49% less during the peak traffic in the morning and 80% less peak traffic in the evening and no access point to 83rd Court nor impact to the residents and the apartments to the east.

Mr. Olguin stated that the hours of operation will be 8am – 5pm Monday through Friday and no evenings or weekends with minimal noise. He stated that the City has noise requirements and that they are not asking for any deviation and that they will meet the noise requirements of the City.

Mr. Olguin provided a photo showing the new development and that they will be using the existing building with mature extensive landscaping. He stated that that there are no visual

effects to the adjacent properties and no deviations from an odor standpoint and no impact on any of the nearby properties.

Mr. John Murphey, City Attorney explained Special Use noting that any zoning ordinance is a legislative judgment and that courts refer to a Special Use as presumptively permissible and that something special has to make it special. He stated that there is a common misconception of the term “necessary” for the public convenience and that does not mean “absolutely necessary”.

Alderman Ralph Stompanato had concern for visible damaged vehicles as well as the recycle bin outdoors.

Mr. Olguin stated that all the work is done on the interior and that Gerber gets the car in and out in a timely manner.

Ms. Kennedy Mcuen, Gerber Collision & Glass, stated that some of the larger shops the recycle bin is stored outside. She stated that this location is going to be a smaller shop and the stored indoors and more contained.

Mr. Mike Peirce, Storebuild LLC stated that Gerber has over 900 stores and that Gerber buys out smaller shops so some visually do not look the same. He displayed a photo of a new site in Huntley stating that it was built from the ground up.

Chairperson Belczak questioned the doors and their purpose.

Mr. Peirce stated that vehicles will drop off and estimating will occur on the north side of the building via a new garage door to be installed. He stated that two additional doors will be added on the west side of the building (off the screened parking area) for cars in need of repair to enter and exit the building. He further stated that the employee parking and finished cars parking lot will be in front of the store facing 83rd Street (main parking lot in front of storefront) and the screened in cars that need repair will be on the west side of the building (by the old CVS drive thru) screened by both the existing evergreens and other landscaped areas, berm, and a fence to be installed.

Chairperson Belczak opened the meeting to anyone wishing to present public comment. He stated that all correspondence submitted was received and read.

Mr. Brian Liedtke stated that he submitted correspondence and that this proposal is not about Gerber but about less traffic and what is best for the community. He stated that there are over 50 uses in the B-2 District and Gerber is not one of them. Mr. Liedtke stated that there are already two local body shops and that he has gone through the financial plan. He stated that the acquisition strategy is to dominate the market.

Mr. Liedtke stated that he requested the records and questioned how serious the City was with other proposals and that the comments and the testimony prove that the community has no interest in this proposal. He further stated that the petitioner's response was lazily prepared and that the City meetings are designed just to check the box.

Mr. Liedtke stated that many B-2 uses could work and very few were discussed. He stated that the Code for parking is not an issue nor is the ceiling height for a golf simulator, Whirly ball or Go Cart business. He questioned why the City is not following the mission statement and providing incentives to attract better businesses and that Darien can do better. Mr. Liedtke stated that there is no need to rush this.

Ms. Elizabeth Uribe stated that she disagreed with the attorneys and that the Darien Code as written is fine. She stated that it is the City's responsibility to assess if the appropriate use and that an auto repair is not one of those. She further stated that the petitioner's application was done in great haste and no information provided and that they do not meeting the criteria for special use.

Ms. Uribe stated that she is not aware of additional demand for another collision business in Darien and noted that Gerber has a D+ rating and not viewed with a good reputation. She stated that the petitioner provided mere conclusions and no actual data.

Ms. Uribe stated that she appreciated the presentation by the environmental specialist but that this proposal is about our neighbors, schools, homes, lakes, etc. and real people. She stated that there is more danger than they would like us to believe with real safety and traffic concerns.

Ms. Urbe referenced the hazardous waste pick up and that it was very close to a residence and that this proposal absolutely does not fit in the character of the area, doesn't fit in the community at all and that there are other options to enhance our community.

Mr. Robert Bracki stated that hazardous waste disturbs him greatly and that there are fluids cleaning up paint that produces VOCs. He stated that he has safety concerns about damaged cars and vandalism. Mr. Bracki stated that he spent several hours going over Gerber BBB and that only 4% of the reviews were complimentary.

Mr. Rich Jepsen, Owner of Darien Collision stated that he has been in business for 15 years. He stated that his business is out of site and out of mind and still provides service to the community. Mr. Jepsen stated that one shop has already closed due to lack of work and that there are three body shops within a mile. He questioned the safety with two schools and a retirement community nearby.

Mr. Coleman Lange, landlord for Darien Collision stated that Mr. Jepsen has been a renter for the last 15 years and if you put him out of business he will also be out of business.

Mr. Joe Myczek stated that he too submitted comments to the City. He stated that he does not agree with the minimal VOCs. He questioned the sanitary sewers, noise and if there will be a security fence. Mr. Myczek suggested that the Park District look at the area and provide more for the southwest side of town.

Mr. Leo Gustas stated that Gerber is just interested in making money and that if he had known an auto repair shop was moving in, he would never have purchased in area.

Mr. Vic Patton stated that he was an experienced biochemist. He stated that there was no mention of the concentration of VOCs from the stacks of the paint booth and the building. He further stated that no one knows the chronic implications and that Gerber's results are assumptions.

Mr. Patton stated that the waterborne base coat has a known carcinogen and that he would provide documentation. He questioned the VOCs introduced into the atmosphere with six vehicles per day and questioned the HVAC equipment and if the existing HVAC is going to be enough to supply the paint booth, exhaust and air to the building.

Mr. Jon Fey questioned if Gerber would run the cleanest operation and the results in 3-5 years. He stated that this is the worst type of business in the B-2 and that the City is bending over backwards to get them approved.

Mr. Phil Liable stated that he is blown away by the lack of detail that the petitioner provided. He stated that the area is surrounded by kids and bicyclists that use the path and that has been completely ignored. Mr. Liable questioned the aesthetics in five years stating that the Gerber facility nearby is not something that is desired in Darien. He questioned Ms. Miller's report and stated that nothing was there.

Mr. Gary Koche – President, Brookeridge Homeowners Association stated that the residents are concerned and against this proposal. He stated that there are residents who are on well water and that they would be more comfortable with a retail operation. Mr. Koche encouraged the City to find a more suitable retail operation.

Mr. Steve Shanks stated that the original documentation from the petitioner contained a bare minimum and that there are criteria in place to help public officials. He further stated that there is no evidence supporting the proposal and it is contradicting and misleading.

Mr. Shanks stated that it appeared that someone tipped off the petitioner to provide additional documentation and at the PZC meeting they were not prepared to support the

VOCs. He further stated that there is no user demand for the property and that the petitioner has not met burden of proof.

Mr. Shanks stated that the proposed fence is going to run over the fire hydrant and no mention of movement or repositioning and not a well thought out plan. He questioned fluids into the storm drain and that the petitioner's proposal does not meet the findings of fact and City criteria.

Ed Cervenka stated that he owned the vacant lot and that this was not good for resale.

Chairperson Belczak questioned if Gerber was a franchise or owned. He also questioned security and if there was any theft reported at other sites. He stated that he did not think a fence would look good.

Ms. Miller stated that all locations are corporate owned.

Mr. Peirce stated that they would have to get back to the City regarding statistics on theft but that the majority of their business is from insurance referrals and they would be concerned about theft.

Mr. Ryan Murphy, Storebuild LLC stated that there will be security on site and they can buy cameras.

Ms. Miller addressed hazardous waste and stated that it is collected indoors and that the paint related waste is so low that it takes the better part of a year to generate a drum. She stated that the statistics of VOCs into the air is a very small and non-detectable and not measured because the overall emissions are so low. She further stated that the cleaning of paint guns is service by a waste provider and the cleaning compound reused and not into the sewers.

Chairperson Belczak questioned if the building would be sprinklered and the length of the lease.

Mr. Murphy stated that they will do whatever is needed per City code. He stated that a new HVAC system will be installed and the building will be fully air conditioned.

Mr. Peirce stated that the lease is fifteen years and that Gerber has been a leader in the industry for 85 years. He stated that the data which they use is proprietary and that they are unaware of any sites that have closed.

Mr. John Demergent, Storebuild LLC referenced the Better Business Bureau ranking noting that there are 44 reviews and the submissions are a small sampling. He stated that there

are over 2500 Google reviews with a 4.3 out of 5 out of 2483 which is remarkable. Mr. Demergent stated that the BBB has been around since 1912 and that there are fees paid for accreditation. He referenced the three collision businesses in town and that there are no reviews so no complaints and that the D+ is a vanity metric put in place to attract businesses to erase the rating. He further stated that 85 years of experience stands on its own.

Alderman Stompanato stated that he was concerned about the D+ rating and that the CVS rating was an F which is an upgrade from what we had.

Chairperson Belczak asked staff about the fence and the fire hydrants.

Mr. Gombac reported that the City recommended the fence. He reported that there is presently an ornamental fence that needs repair and that staff will work with the nearby resident to have a fence of a different quality to replace it. He further reported that staff recommended a 6' high brick wall designed with the same brick as the building with a gate to have cars coming in and out and that the fire hydrant location will go through final engineering review and an additional hydrant may be required.

Ms. Kathleen Jackson stated that she is on well water south of the building and that there were two fires in 33 years and access to fire hydrants is the utmost importance. She stated that everything in the air goes into the ground and into the well that there has not been a walkability study.

Mr. Gombac reported that he is a Certified Water Operator with the State of Illinois and that the EPA has test sites within the quadrant of the Speedway. He reported that there is no reported issue of residue and no reports and contaminants in the area.

Mr. Gombac stated that DuPage County and the City of Darien are trying to get water to a resident because their well is not working properly and that he could help Ms. Jackson if needed.

Mr. Murphy stated that he and Mr. Peirce have over 60 years of retail experience and have marketed the site hard. He stated that they are the third company that has been hired for this location and that Gerber has been mischaracterized. He further stated that the business will generate sales tax and that Gerber offers financing, a lifetime guarantee on their work and that they support many different charities.

Mr. Olguin stated that per Illinois law that the City cannot deny a special use because they want a different use and that use is not in harmony with the surrounding neighborhood.

Alderman Schauer stated that this is going to go to the full City Council. He stated that Gerber provided clear evidence that they are not putting out chemicals or they would be shut down.

Chairperson Belczak stated that regarding environmental issues that there are no absolutes and on one ever knows.

There was no one else wishing to present public comment.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a PZC2023-08 8325 Lemont Road – Gerber Collision Special Use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. Property is located within the B-2 Community Shopping Center Business District with the following conditions:

- 1) Applicant/owner install a six (6) foot high brick wall enclosure with piers spaced and cap stone at the corners, and approximately 20 foot on center between the corners on the west side of the property as shown on the submitted site plan.**
- 2) Applicant/owner install a four (4) foot high trex fence to replace the existing fence located in the southern portion of the property.**

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

Chairperson Belczak announced that this would be forwarded to the City Council on Nov 6th at 7:30 pm.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 8:31 p.m.

RESPECTFULLY SUBMITTED:

Thomas Belczak
Chairman

Ted Schauer
Alderman

Ralph Stompanato
Alderman

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE

(PZC2023-08: GERBER COLLISION, 8325 LEMONT ROAD)

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

THIS 6th DAY OF NOVEMBER, 2023

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of November, 2023.**

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL USE

(PZC2023-08: GERBER COLLISION, 8325 LEMONT 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 B-2 Community Shopping Center Business District pursuant to the Darien Zoning Regulations; and

WHEREAS, the petitioner has requested approval of a special use to allow for a Garage for Storage, Repair, and Servicing of Motor Vehicles, including Body Repair, Painting, and Engine Rebuilding within the B-2 zoning district; and

WHEREAS, on April 5, 1999, the City Council adopted Ordinance No. O-08-99, “An Ordinance Granting Certain Zoning and Subdivision Variations and Approving a Site Plan for the Commercial Development at 8325 Lemont Road” (the “1999 Ordinance”); and

WHEREAS, the 1999 Ordinance approved the development of the Subject Property as an Osco retail facility with drive-through pharmacy and in connection with that approval, approved a site plan and a number of variations; and

ORDINANCE NO. _____

WHEREAS, the Subject Property was developed in conformance with the 1999 Ordinance and remains in essentially the same condition since construction; and

WHEREAS, pursuant to notice as required by law, the City’s Planning and Zoning Commission conducted a public hearing on October 4, 2023, and has forwarded its recommendation against the petition to the City Council; and

WHEREAS, on October 30, 2023, the City’s Municipal Services Committee reviewed the petition and has forwarded its recommendation of approval of this petition to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions, and limitations described herein below;

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 8325 Lemont Road, Darien, Illinois, and legally described as follows:

LOT 1 IN POKORNY RESUBDIVISION, BEING A RESUBDIVISION IN PART OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 10, 1999 AS DOCUMENT NO. R1999-105140, IN DUPAGE COUNTY, ILLINOIS.

PIN: 09-32-301-039

ORDINANCE NO. _____

SECTION 2: Special Use Granted. Pursuant to Section 5A-8-3-4 of the Darien Zoning Ordinance, a special use is hereby granted to allow for the operation of a Garage for Storage, Repair, and Servicing of Motor Vehicles, including Body Repair, Painting, and Engine Rebuilding.

SECTION 3: Conditions. The special use is subject to the following conditions:

- 1) Applicant/owner install a six (6) foot high brick wall enclosure with piers spaced and cap stone at the corners, and approximately 20 foot on center between the corners on the west side of the property as shown on the submitted site plan attached to this Ordinance as [EXHIBIT 1](#).
- 2) Applicant/owner install a four (4) foot high trex fence to replace the existing fence located in the southern portion of the property.

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

SECTION 5: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

ORDINANCE NO. _____

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

AYES _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

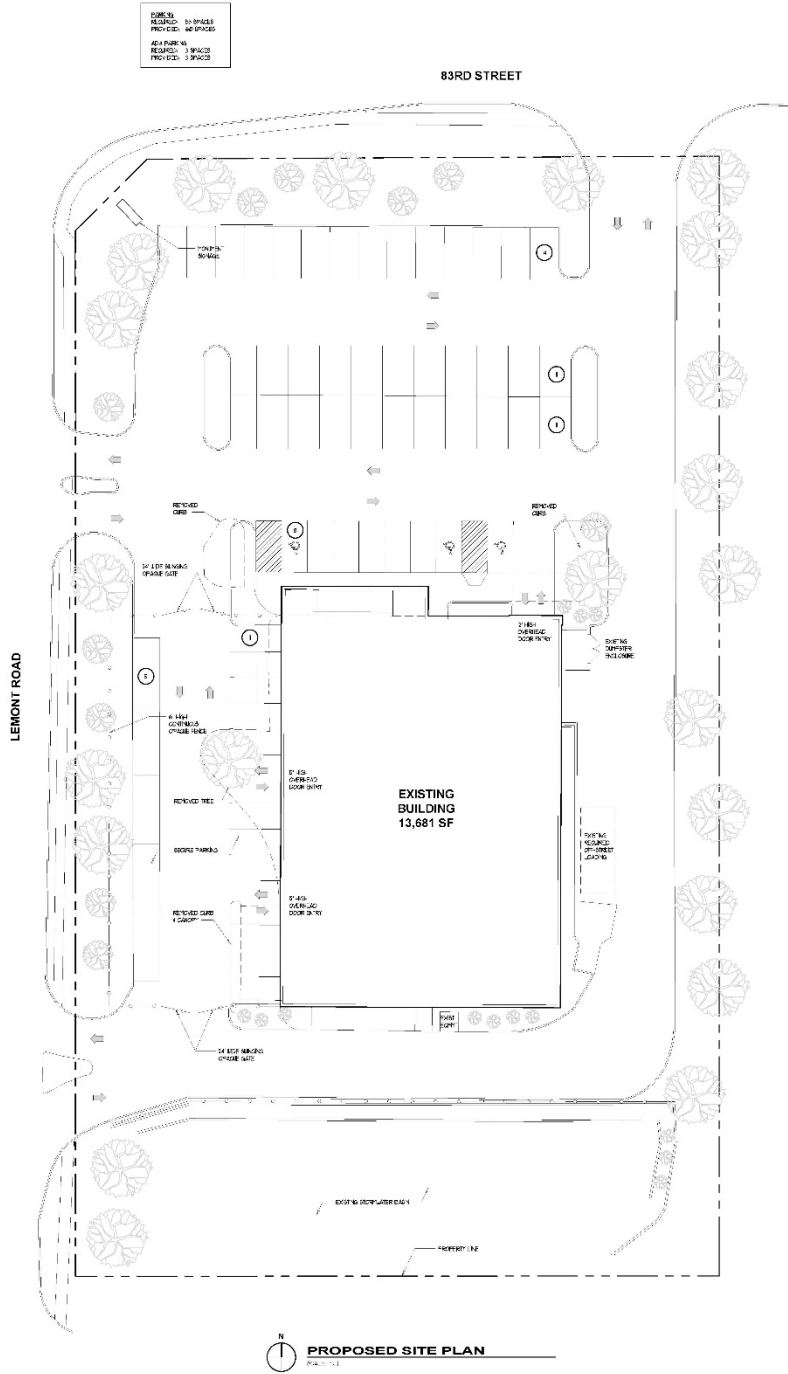
ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT 1



AGENDA MEMO

City Council
November 6, 2023

Issue Statement

Approval of **AN ORDINANCE AMENDING SECTION 3-3-7-4(D) OF THE DARIEN CITY CODE. (Increase class D liquor license from 11 to 12)**

ORDINANCE

Background/History

It appears Carriage Greens Country Club may have been using a separate entity to provide food and beverage service for the restaurant and banquets. There is currently a dispute pending between the Carriage Greens owner and the separate entity providing food and beverage service. We anticipate Carriage Greens may contract with a different provider. Since Carriage Greens plans to continue to use a separate company for alcohol service, city attorney, John Murphey, recommends that the city create one additional class D license available for the LLC. Currently Carriage Greens holds the only liquor license for the facility. This restaurant-banquet operation happens to be located inside a golf course so the class D fits the need.

Staff/Committee Recommendation

Staff recommends approval of the ordinance

Alternate Consideration

As determined

Decision Mode

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

3-3-7-4: CLASS D LICENSE:

(A) A Class D license shall authorize the sale at retail and serving of alcoholic liquor at a counter or bar and at tables, provided such operation is carried on in conjunction with a restaurant operation serving a menu offering complete meals. The bar service or service at tables where a full menu is not available shall take place in a separate room from the full menu restaurant operation.

(B) It shall be unlawful for any person to sell or offer for sale alcoholic liquor in conjunction with a Class D liquor license between one o'clock (1:00) A.M. and eleven o'clock (11:00) A.M., except on Saturdays and Sundays when it shall be unlawful for anyone to sell or offer for sale alcoholic liquor under a Class D liquor license between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. The Commissioner may extend the hours for lawful sale and service of alcoholic liquor on special occasions such as New Year's Eve.

(C) Live music shall be permitted. Such music may be provided by a band, musical group or an individual playing an instrument. No person providing such music shall be under the age of eighteen (18). Such music shall be for the dancing or listening pleasure of patrons only.

(D) The number of Class D licenses shall be eleven (11).

(E) The annual fee for a Class D license shall be two thousand dollars (\$2,000.00). (Ord. 0-39-94, 9-19-1994; amd. Ord. 0-16-13, 8-5-2013; Ord. 0-05-17, 4-3-2017; Ord. O-06-21, 5-3-2021; Ord. O-02-23, 3-6-2023)

**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-4(D)
OF THE DARIEN CITY CODE**

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

THIS 6th DAY OF NOVEMBER, 2023

**Published in pamphlet form by authority of
the Mayor and City Council of the City of
Darien, DuPage County, Illinois, and this
_____ day of November, 2023.**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING SECTION 3-3-7-4(D)
OF THE DARIEN CITY CODE**

**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: Section 3-3-7-4(D) “Class D License”, as amended is hereby amended to increase the number of Class D licenses from eleven (11) to twelve (12), to read as follows:

3-3-7-4: CLASS D LICENSE:

(D) The number of Class D licenses shall be twelve (12).

SECTION 2: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall 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.

ORDINANCE NO. _____

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
November 6, 2023

ISSUE STATEMENT

A motion to approve the expenditure of budgeted funds, line item 01-40-4815 Capital Purchases, to purchase (7) police administrative vehicles from Napleton Fleet Group in the amount of \$308,424.00

BACKUP

BACKGROUND/HISTORY

The Darien Police Department is requesting approval of the purchase and replacement of seven (7) non-patrol vehicles that were approved in the FYE24 budget. The fuel use costs, maintenance and repair costs coupled with the ratings provided by public works of the fleet vehicles warrants their replacement. These vehicles are used for various essential functions within the police department, but do not require the “police package” such as pursuit rated tires.

Staff will order seven (7) 2024 Dodge Durango Police Administrative Vehicles. We are purchasing these vehicles through the government bid process and therefore it is a sole source.

Item	FYE 23 Budget	Actual Cost
(7) 2024 Dodge Durango	\$440,000 – Line 01-40-4815	\$308,424

STAFF/COMMITTEE RECOMMENDATION

Staff recommends approval of the following:

- The purchase of seven (7) police administrative vehicles from Napleton Fleet Group in the amount of \$308,424.00

ALTERNATE CONSIDERATION

As recommended by Staff.

DECISION MODE

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

Prepared For:
Rosemary Gonzalez
City of Darien

Prepared By:
Napleton Fleet Group

Ship To:

Selected Options

Dodge Durango

2024 Dodge Durango 4dr AWD Pursuit

Code	Description	Class	MSRP	Invoice
WDEE75	Base Vehicle Price	STD	\$43,075.00	\$42,881.00
2BZ	Quick Order Package 2BZ	OPT	N/C	N/C
ERC	Engine: 3.6L V6 24V VVT UPG I w/ESS	STD	N/C	N/C
DFT	Transmission: 8-Speed Automatic (850RE)	STD	N/C	N/C
DLK	3.45 Rear Axle Ratio	STD	N/C	N/C
Z6K	GVWR: 6,500 lbs	STD	N/C	N/C
TXQ	Tires: 255/60R18 On/Off Road	STD	N/C	N/C
WBN	Wheels: 18" x 8.0" Black Steel	STD	N/C	N/C
C5	Cloth Bucket Seats w/Shift Insert <i>Includes cloth rear seat.</i>	STD	N/C	N/C
APA	Monotone Paint Application	STD	N/C	N/C
UAM	Radio: Uconnect 4 w/8.4" Display	STD	N/C	N/C
PW7	White Knuckle Clearcoat	OPT	N/C	N/C
X9	Black	OPT	N/C	N/C
	Sub Total		\$43,075.00	\$42,881.00
	Freight		1,595.00	1,595.00
	Less Holdback		0.00	(1,292.00)
	Less Government Incentive		0.00	(4,000.00)
	Add Courtesy Delivery Fee (TBD)		0.00	0.00
	Add NFG Markup		0.00	250.00
	Sub Total		\$44,670.00	\$39,434.00

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Selected Options Continued

2024 Dodge Durango4dr AWD Pursuit

Prepared For: Rosemary Gonzalez

Prepared By: Greg Etheridge

Code	Description	Class	MSRP	Invoice
	Total Vehicle Price (USD)		\$44,670.00	\$39,434.00

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Printed on September 18, 2023 at 01:10 pm

Prepared For:
Rosemary Gonzalez
City of Darien

Prepared By:
Napleton Fleet Group

Ship To:

Vehicle Profile

Dodge Durango

2024 Dodge Durango 4dr AWD Pursuit

Powertrain

- 3.6L V-6 DOHC SMPI 24 valve engine with variable valve control
- 220 amp alternator
- 650 amp battery with run down protection, auxiliary battery
- Engine oil cooler, HD radiator
- 8-speed electronic sequential shift control automatic transmission with overdrive, lock-up
- Full-time all-wheel with permanent locking hubs
- ABS & driveline traction control
- 3.45 axle ratio
- Stainless steel exhaust

Steering and Suspension

- Electric power-assist rack and pinion steering with speed-sensing assist
- 4-wheel disc brakes with front and rear vented discs
- HD ride suspension, with auto-leveling, electronic stability stability control with anti-roll
- Independent front suspension
- Front short and long arm suspension
- Front anti-roll bar
- Front coil springs
- Gas-pressurized front shocks
- Rear independent suspension
- Rear multi-link suspension

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Vehicle Profile Continued

2024 Dodge Durango4dr AWD Pursuit

Prepared For: Rosemary Gonzalez
Prepared By: Greg Etheridge

Steering and Suspension (Continued)

- Rear anti-roll bar
- Rear coil springs
- Brand name rear shocks
- Front and rear 18.0" x 8.00" black steel wheels with chrome hub covers
- P255/60TR18.0 BSW AT front and rear tires
- Underbody w/crankdown mounted compact steel spare wheel

Safety

- 4-wheel anti-lock braking system
- Daytime running lights, center high mounted stop light
- Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st, 2nd and 3rd row overhead airbag, airbag occupancy sensor, driver knee airbag
- Front height adjustable seatbelts with front pre-tensioners
- Immobilizer, panic alarm

Comfort and Convenience

- Automatic dual zone front air conditioning, rear HVAC with separate controls, air filter, auxiliary rear heater, voice activation, headliner/pillar ducts, console ducts
- AM/FM/Satellite, clock, seek-scan, external memory control, 6 speakers, voice activation, speed sensitive volume, streaming audio, integrated roof antenna, radio steering wheel controls
- 2 1st row LCD monitors
- Cruise control with steering wheel controls
- Power door locks with 2 stage unlock, keyfob (all doors) keyless entry, child safety rear door locks, tailgate/rear door lock included with power door locks
- 3 12V DC power outlets, driver foot rest, retained accessory power, wireless phone connectivity
- Digital/analog instrumentation appearance includes tachometer, oil pressure gauge, engine/motor temperature gauge, voltmeter gauge, oil temperature gauge, transmission fluid temp gauge, engine hour meter, compass, exterior temp, driver information center, redundant digital speedometer, camera(s) - rear camera, trip computer, trip odometer, rear parking sensors, blind spot
- Warning indicators include oil pressure, engine temperature, battery, lights on, low fuel, low washer fluid, lighting malfunction, door ajar, rear cargo ajar, service interval, brake fluid, turn signal on, tire specific low tire pressure, transmission fluid temp
- Leather-wrapped steering wheel with tilt and telescopic adjustment

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Vehicle Profile Continued

2024 Dodge Durango4dr AWD Pursuit

Prepared For: Rosemary Gonzalez
Prepared By: Greg Etheridge

Comfort and Convenience (Continued)

- Power front and rear windows with deep tint, driver and passenger 1-touch down, fixed rearmost windows
- Variable intermittent front windshield wipers, fixed interval rear wiper, rear window defroster
- Dual vanity mirrors
- Auto-dimming day-night rearview mirror
- Interior lights include dome light with fade, front and rear reading lights, 2 door curb lights, illuminated entry
- Partial floor console with covered storage, mini overhead console with storage, locking glove box with light, front and rear cupholders, driver and passenger door bins, rear door bins
- Carpeted cargo floor, plastic trunk lid/rear cargo door, cargo tie downs, cargo light, cargo concealed storage

Seating and Interior

- Seating capacity of 5
- Bucket front seats with adjustable head restraints with tilt, center armrest with storage
- 8-way adjustable (8-way power) driver seat includes power 4-way lumbar support
- 4-way adjustable passenger seat includes fold flat
- 60-40 folding rear split-bench seat with fold forward seatback, 3 fixed rear head restraints, center armrest
- Cloth faced front seats with plastic back material
- Cloth faced rear seats with carpet back material
- Full cloth headliner, full vinyl/rubber floor covering, leatherette/metal-look instrument panel insert, metal-look door panel insert, chrome interior accents

Exterior Features

- Rear lip spoiler, side impact beams, galvanized steel/aluminum body material
- With chrome bodyside insert, colored wheel well trim molding
- Black side window moldings
- Body-colored door handles
- Black grille
- 4 doors with liftgate rear cargo door
- Class IV trailering, trailer harness, trailer hitch, trailer sway control
- Driver and passenger power remote black heated folding outside mirrors
- Front and rear body-colored bumpers with colored rub strip/fascia accents, rear step
- Projector beam LED low/high beam auto on/off headlamps with multiple headlamps, delay-off feature

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Vehicle Profile Continued

2024 Dodge Durango4dr AWD Pursuit

Prepared For: Rosemary Gonzalez
Prepared By: Greg Etheridge

Exterior Features (Continued)

- Additional exterior lights include remote activated perimeter/approach lights
- Clearcoat monotone paint
- Police/fire

Warranty

Basic.....	36 month/36,000 miles	Corrosion Perforation.....	60 month/unlimited mileage
Powertrain.....	60 month/100,000 miles	Roadside Assistance.....	60 month/60,000 miles

Dimensions and Capacities

Output.....	293 hp @ 6,400 rpm	Front headroom.....	39.9 "
Torque.....	260 lb.-ft. @ 4,000 rpm	Rear headroom.....	39.8 "
Drag coefficient.....	.37	Front hiproom.....	57.0 "
1st gear ratio.....	4.714	Rear hiproom.....	42.8 "
2nd gear ratio.....	3.143	Front shoulder room.....	58.5 "
3rd gear ratio.....	2.106	Rear shoulder room.....	50.4 "
4th gear ratio.....	1.667	Passenger area volume.....	105.6 cu.ft.
5th gear ratio.....	1.285	Length.....	200.8 "
6th gear ratio.....	1.000	Body width.....	75.8 "
7th gear ratio.....	.839	Body height.....	72.9 "
8th gear ratio.....	.667	Wheelbase.....	119.8 "
Reverse gear ratio.....	3.295	Front track.....	63.9 "
City/hwy.....	18 mpg/25 mpg	Rear track.....	64.1 "
Curb weight.....	4,913 lbs.	Turning radius.....	20.5'
GVWR.....	6,500 lbs.	Fuel tank.....	20.5 gal
Payload.....	1,650 lbs.	Interior rear cargo volume.....	43.3 cu.ft.
Towing capacity.....	6,200 lbs.	Interior rear cargo volume seats folded.....	85.1 cu.ft.
Front legroom.....	40.3 "	Interior maximum rear cargo volume.....	85.1 cu.ft.
Rear legroom.....	38.6 "		

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Dodge Durango Purchase

1710 Plainfield Rd
Darien IL 60561

630-971-3999
F: Fax Number

Mlorek@darienil.gov

Item #	Description	Qty	Invoice	Discount	Price
2BZ	3.6L V6 24V VVT Engine UPG I W/ESS (ERC)	7	\$42,881.00		\$ 300,167.00
GXF	Entire Fleet Alike Key	7	\$316.00		\$ 2,212.00
CUF	Full Length Floor Console	5	\$316.00		\$ 1,580.00
PXJ	DB Black Clear Coat	1	n/c		
PW7	White Knuckle Clear Coat (CSO Cars)	2	n/c		\$ -
PDN	Destroyer Grey Coat	1	\$356		\$ 356.00
PCQ	Night Moves Blue Coat	1	\$356		\$ 356.00
PHC	Octane Red Pearl Coat	1	\$356		\$ 356.00
PAS	Vapor Grey Coat	1	\$356		\$ 356.00
LNF	Left LED spotlight	2	\$575		\$ 1,150.00
CKD	Floor Carpet	5	\$136		\$ 680.00
	Title and Registration	7	\$173		\$ 1,211.00
Invoice Subtotal					\$ 308,424.00
Tax Rate					
Sales Tax					\$ -
Other					
Deposit Received					
TOTAL					\$ 308,424.00

Subject: Proposal for the Purchase of seven (7) 2024 Dodge Durango Police Administrative Vehicles.

I am writing to formally request the purchase of seven (7) 2024 Dodge Durango AWD vehicles for the Darien Police Department. Our current fleet of administrative vehicles are scheduled for replacement and the upgrade will enhance our capabilities in maintaining public safety and law enforcement services to the City of Darien. Considering the above I request the following:

We request the purchase of seven (7) 2024 Dodge Durango 4 Door AWD vehicles with 3.6L Pentastar V6 Powertrain. Included in that purchase we request the following

1. **Fleet Key Option:** To streamline maintenance and improve overall vehicle management, we request that all of the purchased vehicles be equipped with the fleet key option for the ignition and locking systems of the vehicles. This option is available through the purchase order for \$316 per vehicle or \$2212.00 in additional cost.
2. **Colors:** We request that two (2) of the Durango's be ordered in White (PW7) and 1 in Black (PXJ) and the remaining vehicles be purchased in the following colors, (Destroyer Grey PDN, Night Moves PCQ, Red Octane PRV, and Vapor Grey PAS). The two white vehicles and black vehicle come at no extra charge. The 4 additional colors are available at \$356.00 each or \$1780.00 in additional cost.
3. **Police Consoles:** Two of the vehicles will be used as Community Service Vehicles. To accommodate the needed computer mount we will need to order two police consoles for the addition of these computers. I priced this out with both Dodge and EVT and we are able to get their console (EVT's) for about half the price of the Dodge factory console. So in the initial order to Dodge we will not include that. Additionally we request the option be added to the other five (5) vehicles of the full length console to aid in storage of essential equipment and devices including our portable radios, chargers, and essential equipment. The addition of these five (5) consoles comes in at \$316.00 each or \$1580.00 Total.
4. **Spot lights:** Considering some of the time in service will be during darkness we request that the two CSO Squads be fitted with factory installed spotlights. These are quoted at \$575 each or \$1150 total.
5. **Whole vehicle Carpet:** We are requesting that 5 of the vehicles be fitted with whole vehicle carpeting to cover the factory vinyl floors. The total cost of that option is \$136 per vehicle or \$680 total.
6. **Additionally:** we will be requesting the following options that will be added to the vehicles after delivery from Dodge. Gear Lockbox storage containers, floor mat options for each squad, legal window tinting to be done on driver and passenger side windows as well as a security strip to cover the top five (5) inches of the front windshield to hide interior lights. These additions will be needed on top of the purchase of interior emergency lighting, sirens, mounting equipment and for the two (2) CSO vehicles a graphics package and rear seat divider/cage for transport of stray animals. I also think the time is appropriate to purchase two Panasonic tough books for the CSO squads, I have requested a quote from our Panasonic rep for those two computers.

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