

AGENDA
Municipal Services Committee
November 22, 2010
6:30 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **Discussion** – Review Maintenance regarding storm sewers, detention and retention basin infrastructure within private developments.
 - b. **Ordinance** – Brookhaven Plaza PUD, 7516 Cass Avenue: Petitioner requests approval of a minor PUD amendment to reduce the required parking stall widths from 10 feet to 9 feet for the south parking area, along Plainfield Road.
 - c. **Discussion** – Benefits of the Web Q & A Building Services Module service versus current office building permitting procedures.
 - d. **Resolution** – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2011 Street Maintenance Program in an amount not to exceed \$12,250.00
 - e. **Resolution** – Illinois Department of Transportation Resolutions (IDOT) authorizing expenditures to balance with the Illinois Department of Transportation Motor Fuel Tax (MFT) audit reviews.
 - f. **Resolution** – Modify an Intergovernmental Agreement to sell meter readings to DuPage County for billing purposes
 - g. **Minutes** – October 25, 2010 – Municipal Services Committee
4. **Director's Report**
 - a. Snow Operations update
 - b. Water Plant Maintenance Projects
 - c. Salt Storage facility update
5. **Next regularly scheduled meeting** – December 28, 2010.
6. **Adjournment**

AGENDA MEMO
Municipal Services Committee
November 22, 2010

ISSUE STATEMENT

Discussion followed by Recommendation-The Committee is requested to review maintenance regarding storm sewers, detention and retention basin infrastructure within private developments.

BACKGROUND

At the November 1, 2010 City Council Meeting, Mayor Kathleen Weaver tasked the Committee to review the current practice of maintenance regarding storm sewers, detention and retention basins infrastructure within private developments. Recently, Mr. Robert Scatena, Board Member for the Sawmill Creek HOA, had contacted Mayor Weaver and Alderman Marchese requesting that the City financially assist in the repair of a storm sewer located within a private development (see attached depiction labeled as Attachment 1).

In respect to the above-mentioned correspondence, Mr. Greg Spiers, Manager for the Sawmill Creek Homeowners Association, had contacted staff in 2009 regarding an inlet that has held water indefinitely after a storm event. City staff had identified the problem and forwarded Mr. Spiers contacts to rectify the concern. City staff was recently notified by Mr. Spiers through a correspondence suggesting that the City should take additional action to correct the problem. Staff assisted the representatives of the Association by confirming there were tree roots within a storm sewer and followed up with correspondence referring vendors that would be able to assist them. See attached correspondence labeled as Attachment 2.

City staff currently addresses and assists all Homeowners Associations and outlot owners with all private storm sewer detention and retention basin infrastructure related issues. Assistance is offered through providing troubleshooting and providing resources to rectify a deficiency. The City does not provide any financial assistance or entertain proposals. An ongoing concern is that some Homeowners Associations (volunteer residents) Management Associations for private subdivisions and individual residents with storm water outlots are not familiar with storm sewer infrastructure. In reality, many individuals are not aware of storm sewer pipes underground until there is an issue of flooding or ponding.

In the event of an emergency, City staff will intervene and enter private property to make temporary or permanent repairs to prevent the flooding and will invoice the property owner. An emergency is defined as a structure threatened by flooding or a detention pond or retention pond holding storm water for more than 48 hours.

The Committee is requested to discuss the following options and provide a recommendation for future practice.

Proposal A:

Maintain the current level of service. Staff will contact, evaluate, identify, consult and provide vendors to the property owner(s). If there is a (emergency) threat to a structure or a public safety concern the City staff will correct the deficiency and invoice the property owner.

Proposal B:

Introduce a cost share program that will allow the City to contribute financially an amount not to exceed \$5,000. The level of participation would require that the below parties would be responsible for the initial cost as follows:

Outlots-\$1,000

Multi-Family-\$2,500

Commercial-\$3,000

All work exceeding the City's financial share would be the responsibility of the property owner. The City would entertain the proposal, execute the proposal, schedule and restore. If there is a (emergency) threat to a structure or a public safety concern the City staff will correct the deficiency and invoice the property owner per the proposed cost share. This item will also require a new budget line item and budget approval.

Proposal C:

Staff will contact, evaluate, identify, consult, entertain the proposals, execute the proposal, scheduling and restoration at the property owner/s expense. Prior to the execution of the proposal funds must be received in the full amount by the City from the property owner or Association.

STAFF RECOMMENDATION

Staff recommends Proposal B.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the December 6, 2010 City Council agenda for formal approval.



Sawmill Creek
Homeowners Association
c/o Union Management Co
7714 Cass Avenue
Darien, IL 60561
630 968-1811 Fax: 630 968-1890

August 23, 2010

Mr. Joseph A. Marchese
Alderman Ward Five
City of Darien
1702 Plainfield Road
Darien, IL 60561

Re: Common Sewer lines from City and Sawmill Creek HOA

Dear Mr. Marchese:

I am the property manager for Sawmill Creek Homeowners Association. We are contacting you about a storm sewer problem that is affected by the City connection to our sewer system. We have had constant problems with the manhole/sewer in the backyard of 1733 Wildwood Lane. This manhole has a sewer line that runs north about 100 feet to another manhole between 1735 and 1737 Wildwood Lane. We have rodded this line several times over the last few years; but it becomes a problem again every year. In prior years, we talked to your public works department who recommended National Power Rodding. They came out with a large jetter truck and charged us \$1,180.00. They jetted with a root cutter from the north manhole to the south manhole. They did get it open and the drain appeared to be working fine. However, they were not sure that the cause was roots. Afterwards, we had a plumbing company use video to find out where the inlet pipe to the first manhole comes from—what is the source of water. He found that the City street sewers from Lakeview Drive empty into our sewer system.

The drain worked fairly well until winter. Shortly after December, we started having problems again. Of course, this was in the middle of winter, compounded by snow and ice. We did contact Darien Public Works to look into the situation. I talked to Don in that department. A couple of guys came out to look at it with me. The next day or so they had a couple of their men sump the manhole to determine what the problem might be. They found mud and debris in the manhole. They thought there could be an ice plug in the sewer line as they could not find any direct problem at this point. Don then told me that it our problem because the manhole is beyond the City right of way easement.

August 23, 2010, Sawmill Creek HOA, Sewer line flooding, page 2

Since then we contacted National Power Rodding to again look at the problem because roots should not be a problem that soon after last year. This took some time because of the snow and related, continuous water filling up the manhole area. Last year, they did send someone out to look into the manhole with a video camera dropped into the manhole and pointed toward the sewer line. It was supposed to be able to look about 20 feet into the pipe without actually pushing a camera into the sewer pipe. They agreed to do this to determine if they had any liability to do the job over again without cost. Their determination was that there was some debris about 20 feet into the pipe, but could not say what exactly it might be. They thought it might be rock or cement material. Finally, they sent us a bid to do pipeline video inspection and to jet again for a rate of \$355 per hour, with a minimum price of \$1,420.00. This was unacceptable to us.

We feel that the City should get involved with this matter since City lines from Lakeview Drive feed into our manholes. Otherwise, the City should find another way to route their sewers away from ours. This situation should never have been allowed to begin with. Even when there is no rain or snow the south manhole will back up with water in it and overflow/flood this homeowner's back yard. When it does rain or snow, the water becomes a real problem creating flooding to the east and north of homes next to this line.

Don Gombac wrote in response to us last year that the City will not help us in any fashion (please see attached email letter). They will not even video the line, which Don did say he would do at one time.

We would like for you to help us at this point as the sewer line continues to be a problem this year, especially with the amount of ruin we have had. Please contact me to discuss a course of action in order to resolve this problem we have in common. We look forward to hearing from you soon.

Sincerely,



Gregory B. Spiers
Property Manager

On Behalf of the Board of Directors

Mary Wintermute

From: Dan Gombac
Sent: Thursday, October 07, 2010 2:32 PM
To: Mary Wintermute
Subject: FW:
Attachments: FW: Sawmill Creek HOA; RE: Sawmill Creek HOA; RE: Sawmill Creek HOA; RE: Sawmill Creek HOA; RE: Sawmill Creek HOA; SCAN9182_000.pdf

Mary:

Would you pls print the att files and when completed please contact Bob Stalina at 630-910-4417 and let him know the docs are ready

Thanks

Daniel Gombac

Director of Municipal Services

630-353-8106

From: Dan Gombac
Sent: Wednesday, October 06, 2010 4:20 PM
To: Joe Marchese
Subject: FW:

Are you avail next Tues at 2:00 pm to meet with Greg Spiers and Bob Stalina on Lakeview Drive near the tennis courts regarding the drainage?

Daniel Gombac

Director of Municipal Services

630-353-8106

From: Dan Gombac
Sent: Wednesday, September 29, 2010 2:43 PM
To: 'G Spiers'
Cc: Ashley Prueiter; Joe Marchese; Dan Salvato; Bryon Vana; Kathy Weaver
Subject:

Good Afternoon Greg:

The following e-mail is in response to our telephone conversation on Sept 22, 2010 regarding your most recent letter to Alderman Marchese, dated August 23, 2010 (attached) and in reference to the ongoing storm sewer issue

from March/April 2009 within the Sawmill Creek Subdivision. As per our conversation City Staff will provide you the subdivision plans, and will schedule a meeting with representative(s) from the Homeowners Assoc Board, Alderman Marchese, and City Staff within the next two weeks to address all the attached items.

Attached, please find correspondences that we will be addressing at the future meeting. Please note that we do not have a Don working for the City, as mentioned in your letter. Please forward me the contact info for the designated board members as discussed.

Thanks

Mary Wintermute

From: Dan Gombac
Sent: Tuesday, April 28, 2009 10:05 AM
To: G Spiers
Cc: Dan Salvato; David Fell; dresendez@nationalpowerrodding.com
Subject: FW: Sawmill Creek HOA

Greg:

I suggest that the proposal state what the scope of work will be. Upon reviewing what was previously done, it is my opinion that there was a communication gap regarding the scope of work and how it was accomplished. Again, we are working with you to the furthest extent possible.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Spiers [mailto:gregspiers@comcast.net]
Sent: Monday, April 27, 2009 5:20 PM
To: Dan Gombac
Subject: Re: Sawmill Creek HOA

Hi Dan,

This is not exactly what we were looking for. We already paid \$1,200 to them last year. Now, 1 year later we have the same problem, which actually started up back in January – so not even 1 year.

Their quote is still open ended, but better than what they were giving us recently. Their quote says preparatory jetting, but not root cutting, with primary focus on televising afterward. We do not feel that we should be getting this done at additional cost.

I have a meeting tomorrow night, April 28th. I will advise what they want to do.

Thanks for your help,
Greg Spiers

— Original Message —

From: Dan Gombac
To: G Spiers
Cc: Dan Salvato ; David Fell ; dresendez@nationalpowerrodding.com
Sent: Monday, April 27, 2009 4:34 PM
Subject: RE: Sawmill Creek HOA

Greg:

I have spoken to National Power Rodding, they should have sent you a quote to root cut a 10-inch concrete sewer pipe for approximately 150-feet (see att). It is scheduled for Fri May 1, 2009. Please let me know if this is acceptable and pending if the jetter breaks through we will TV. Please confirm by Wed April 29, 2009.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Spiers [mailto:gregspiers@comcast.net]
Sent: Thursday, April 23, 2009 4:44 PM
To: Dan Gombac
Subject: Re: Sawmill Creek HOA

Hi Dan,

I am sorry that I forgot to get back to you on this. National Power Rodding: The guy's name is John Manijak, Customer Service Representative. Their phone # is 312-666-7700, fax 312-666-5810. Their proposal # to us is: 09-250. I really doubt there is any kind of field report that was written. Hope you have better luck with them than we have had. As a city administrator, I am sure you would have more impact than we have.

On another point, you said we could have you video. Looks like the weather next week would be clear for Wed, Thurs, or Fri. Is it possible we could do this one of those days so we can move this along? Let me know so I can line up our guy to clear the drains of water. Let me when and time we could do this.

Thanks so much for your help.

Greg Spiers
for Sawmill Creek

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

From: Dan Gombac
To: G Spiers
Sent: Thursday, April 09, 2009 9:57 AM
Subject: RE: Sawmill Creek HOA

Forward me the contact I will contact them.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Spiers [mailto:gregspiers@comcast.net]
Sent: Wednesday, April 08, 2009 5:34 PM
To: Dan Gombac
Cc: Dan Salvato; Bryon Vana
Subject: Re: Sawmill Creek HOA

Hi Dan,

There was no actual field report from National Power Rodding. None, when original rodding done last year and none from the cursory video they did couple of weeks ago. I do not believe they will be of any further help to us. As I indicated in my original letter to you. They want to charge us to do more work. They are basically saying they have no liability for their initial work.

So, I will discuss this with my Board and let you know what we want to do. However, if they want to go forward with the video that you would do, how do I set this up? Who do I coordinate this with, as I would need to get our men out there to drain down the manhole again.

Thanks,
Greg Spiers

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

From: Dan Gombac
To: G Spiers
Cc: Dan Salvato ; Bryon Vana
Sent: Wednesday, April 08, 2009 9:18 AM
Subject: RE: Sawmill Creek HOA

See below

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Spiers [mailto:gregspi@comcast.net]
Sent: Tuesday, April 07, 2009 6:59 PM
To: Dan Gombac
Subject: Re: Sawmill Creek HOA

Dan,

Thank you for your response. I am not sure what you mean by "assisting" in the video. Does that mean that you will actually do the video or have us do the video?

We will video w/ our equipment

If we do the video, does that mean that you will help pay for the video? I also understand the drain must be fairly empty. Does that mean that you will do the video, if we provide the personnel to empty the drain at the time and at our expense? Yes

What are the next steps with your department?

Provide the field report from National Power Rodding so we may evaluate. Upon assessment we may request that you setup meeting w/ National to assure they performed to their commitment. Could you be more specific?

Tom Allegretti is the Board President. However, I am not sure whether he would like his personal address used. In the meantime, please feel free to use his name c/o of our office. When I get correspondence like this, I will make copies for all of the Board members. That will move things along.

Wanted to confirm that your board was being copied.

Thanks again for your help.

Greg Spiers
Property Manager

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

From: Dan Gombac
To: G Spiers
Cc: Bryon Vana ; Dan Salvato
Sent: Tuesday, April 07, 2009 4:34 PM
Subject: RE: Sawmill Creek HOA

See att response letter-we will send signed copy via US Postal service to your att. Please forward to my attention the contact info for President of the HOA. Thanks.

Daniel Gombac
Director of Municipal Services
630-353-8106

From: G Spiers [mailto:gregspiers@comcast.net]
Sent: Monday, April 06, 2009 4:42 PM
To: Dan Gombac
Subject: Sawmill Creek HOA

Hi Dan,

Please review the attached letter concerning our storm sewer line that shares a common sewer with the City. We are experiencing severe water backup in a homeowners back yard. We need your help and input on this.

Thanks,

Greg Spiers
Union Management Co
7714 Cass Avenue
Darien, IL 60561
630 968-1811

This communication, along with any attachments, is intended only for the use of the individual or entity to which it is addressed and may contain information that is legally privileged, confidential and exempt from disclosure. If you are not the individual or entity to which this communication is addressed, you are hereby notified that any dissemination, distribution, or copying of this message, or any attachment, is strictly prohibited. If you have received this message in error, please notify the original sender immediately by return email and delete this message, along with any attachments, from your computer. Thank you.

April 7, 2009

Mr. Gregory Spiers
Union Management Co.
7414 Cass Avenue
Darien, IL 60561

Dear Mr. Spiers:

This letter is in response to your letter dated April 6, 2009, regarding a blocked storm sewer adjacent to the rear yard of 1733 Wildwood Lane. Mr. Dan Salvato, Superintendent of the Municipal Services Department has been in contact with you regarding corrective measures and had also informed me of the situation regarding the ongoing drainage concerns. The storm sewer serves the private subdivision and also facilitates upstream water from Lakeview Drive.

City Staff did not observe the work performed by National Power Rodding and cannot comment on the thoroughness of the cleaning. The existing pipe is a 10-inch reinforced concrete pipe, requiring a 10-inch root cutter. Again, we are unaware of the size of the root cutter utilized and jet cleaning operation. A field report should have been provided to your onsite maintenance representative. You had indicated that the camera identified rock and concrete debris. City Staff would question the cleaning operation performed by National Power Rodding as these items should have been removed and/or the root cutter would have lodged against them during the operation.

Your letter suggests that the City should seek an alternative route for storm water runoff that flows through the Sawmill Creek Subdivision. The City of Darien will not reroute the storm sewer as it also serves the subdivision. Please note, the developer and engineers for the subdivision had planned for accepting upstream storm water as part of the subdivision improvements.

The City of Darien would be willing to review the work performed by National Power Rodding and facilitate an onsite meeting. During our recent field review, City Staff believes that the tree roots are embedded within the concrete pipe, through the pipe joints. While a 10-inch root cutter is the conventional tool that should be utilized, there are situations that the root cutter may not be able to break through. Alternative solutions such as bucketing may be required. Should neither methods correct the situation the pipe would require removal and replacement. Prior to the televising of any storm sewer it is required that pipe be a minimal of fifty percent clear with a

Mr. Gregory Spiers
April 7, 2009
Page 2

firm bottom. The Municipal Services Department will assist in televising the line providing that the above-mentioned condition is met. The City of Darien will not accept any financial responsibility regarding the private storm sewer.

Should you require additional assistance regarding this matter, please feel free to contact me at

Sincerely,
CITY OF DARIEN

Daniel Gombac
Director of Community Development/Municipal Services

Att

Cc: Kathleen Weaver, Mayor
Bryon Vana, City Administrator
Joseph Marchese, Alderman Ward 5
Michael Griffith, Senior Planner
Daniel Salvato, Superintendent of Municipal Services

Ashley Prueter

From: Dan Salvato
Sent: Tuesday, April 07, 2009 2:59 PM
To: Ashley Prueter; Dan Gombac
Subject: RE: Sawmill Creek

I had Rich go measure to confirm pipe dia.

.....It is a 10 In rcp please change the letter in two more places also where it says root cutter to be 10 in

The rear yard today is holding water at least a few inches over the manhole it may be possible to send the push camera in on the North (other) end but would be better to go both ways due to the distance of the push.

Daniel J. Salvato

Superintendent
City of Darien Municipal Services
Phone: (630) 353-8105
Cell: (630) 417-2773

From: Ashley Prueter
Sent: Tuesday, April 07, 2009 11:54 AM
To: Dan Salvato
Subject: Sawmill Creek

Please review attached and provide comments.

Ashley Prueter
City of Darien Municipal Services
630-353-8105



Sawmill Creek
Homeowners Association
c/o Union Management Co
7714 Cass Avenue
Darien, IL 60561
630 968-1811 Fax: 630 968-1890

April 6, 2009

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

Re: Common Sewer lines from City and Sawmill Creek HOA

Dear Mr. Gombac:

As you probably remember, I am the property manager for Sawmill Creek Homeowners Association. We are contacting you about a storm sewer problem that is affected by the City connection to our sewer system. We have had constant problems with the manhole/sewer in the backyard of 1733 Wildwood Lane. This manhole has a sewer line that runs north about 100 feet to another manhole between 1735 and 1737 Wildwood Lane. We have rodded this line several times over the last few years; but it becomes a problem again every year. Last year, we talked to your public works department who recommended National Power Rodding. They came out with a large jetter truck and charged us \$1,180.00. They jetted with a root cutter from the north manhole to the south manhole. They did get it open and the drain appeared to be working fine. However, they were not sure that the cause was roots. Afterwards, we had a plumbing company use video to find out where the inlet pipe to the first manhole comes from—what is the source of water. He found that the City street sewers from Lakeview Drive empty into our sewer system.

The drain worked fairly well until this winter. Shortly after December, we started having problems again. Of course, this was in the middle of winter, compounded by snow and ice. We did contact Darien Public Works to look into the situation. I talked to Don in that department. A couple of guys came out to look at it with me. The next day or so they had a couple of their men sump the manhole to determine what the problem might be. They found mud and debris in the manhole. They thought there could be an ice plug in the sewer line as they could not find any direct problem at this point. Don then told me that it our problem because the manhole is beyond the City right of way easement.

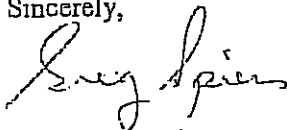
Since then we contacted National Power Rodding to again look at the problem because roots should not be a problem that soon after last year. This took some time because of the snow and related,

continuous water filling up the manhole area. They did send someone out to look into the manhole with a video camera dropped into the manhole and pointed toward the sewer line. It was supposed to be able to look about 20 feet into the pipe without actually pushing a camera into the sewer pipe. They agreed to do this to determine if they had any liability to do the job over again without cost. Their determination was that there was some debris about 20 feet into the pipe, but could not say what exactly it might be. They thought it might be rock or cement material. Finally, they sent us a bid to do pipeline video inspection and to jet again for a rate of \$355 per hour, with a minimum price of \$1,420.00. This was unacceptable to us.

We feel that the City should get involved with this matter since your lines feed into our manholes. Otherwise, the City should find another way to route their sewers away from ours. This situation should never have been allowed to begin with. Even when there is no rain or snow the south manhole will back up with water in it and overflow/flood this homeowner's back yard. When it does rain or snow, the water becomes a real problem creating flooding to the east and north of homes next to this line.

Please contact me to discuss a course of action in order to resolve this problem we have in common. We look forward to hearing from you soon.

Sincerely,



Gregory B. Spiers
Property Manager
On Behalf of the Board of Directors

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: November 22, 2010

Issue Statement

Minor PUD Amendment: **Brookhaven Plaza PUD, 7516 Cass Avenue:** Petitioner requests approval of a minor PUD amendment to reduce the required parking stall widths from 10 feet to 9 feet for the south parking area, along Plainfield Road.

Applicable Regulations: Zoning Ordinance: Section 5A-3: Planned Unit Development Regulations
Zoning Ordinance: Section 5A-3-2-5(B): Changes in the Development, Minor Changes
Ordinance No. O-28-82
Ordinance No. O-13-88

General Information

Petitioner/Owner: JEMCO and Associates
242 Bunting Lane
Bloomington, IL 60108

PINs: 09-28-402-024 & 026

Existing Zoning: B-2 Community Shopping Business District

Existing Land Use: Shopping center

Proposed Use: Shopping center

Surrounding Zoning and Land Use:

North: R-2 Single-Family Residence District - school
South: B-1 Neighborhood Shopping District and R-3 Multi-Family Residence District – office building and funeral home
East: B-2 Community Shopping Business District – shopping center, vacant lots
West: R-2 Single-Family Residence District – single-family homes

The Comprehensive Plan Update designates this parcel as Commercial.

History: In 1982, the City rezoned the Brookhaven Shopping Center to the B-2 District and granted special use approval for a PUD (Ordinance O-28-

82). In 1988, the PUD was amended by Ordinance O-13-88 to allow a building addition, noting parking stall widths to be 10 feet. In 2002 and 2007, the PUD was amended again to allow a façade renovations.

Items Submitted

This report is based on the following information submitted to the Department of Community Development:

1. ALTA/ACSM Lane Title Survey, 1 sheet, prepared by Webster, McGrath & Ahlberg, Ltd., dated May 11, 2004.
2. Parking Plan, 1 sheet, prepared by petitioner.

Project Description

The subject property is located on the west side of Cass Avenue, between 75th Street and Plainfield Road. The Brookhaven Plaza shopping center includes two outlots, Pamey's and Popeye's.

The petitioner seeks a minor amendment to the PUD to reduce the required parking stall width from 10 feet to 9 feet, for the southern parking area only. The petitioner seeks to increase the number of parking stalls by reducing the stall width. The remaining parking areas will have 10-foot wide parking stalls.

Limited to the south parking area, the parking stall count between 9 and 10-foot wide parking stall widths:

Stall Width	10 feet	9 feet
# of Stalls	74	86

Staff determined this petition is a minor amendment to the PUD under the Zoning Ordinance. A minor amendment to a PUD does not require a public hearing and it does not require consideration by the Planning and Zoning Commission.

The plat of survey notes there are 385 parking stalls, with 10-foot wide parking stalls.

The gross square footage of the shopping center, including the outlot buildings, is 104,194 square feet. Per the Zoning Ordinance, 417 parking stalls are required (4 stalls/1,000 building gross square footage).

The parking lot was recently re-striped, with parking stalls less than the required width. The petitioner will be required to re-strip the parking lot to comply with the Zoning Ordinance and any plan amendments granted by the City Council under this petition.

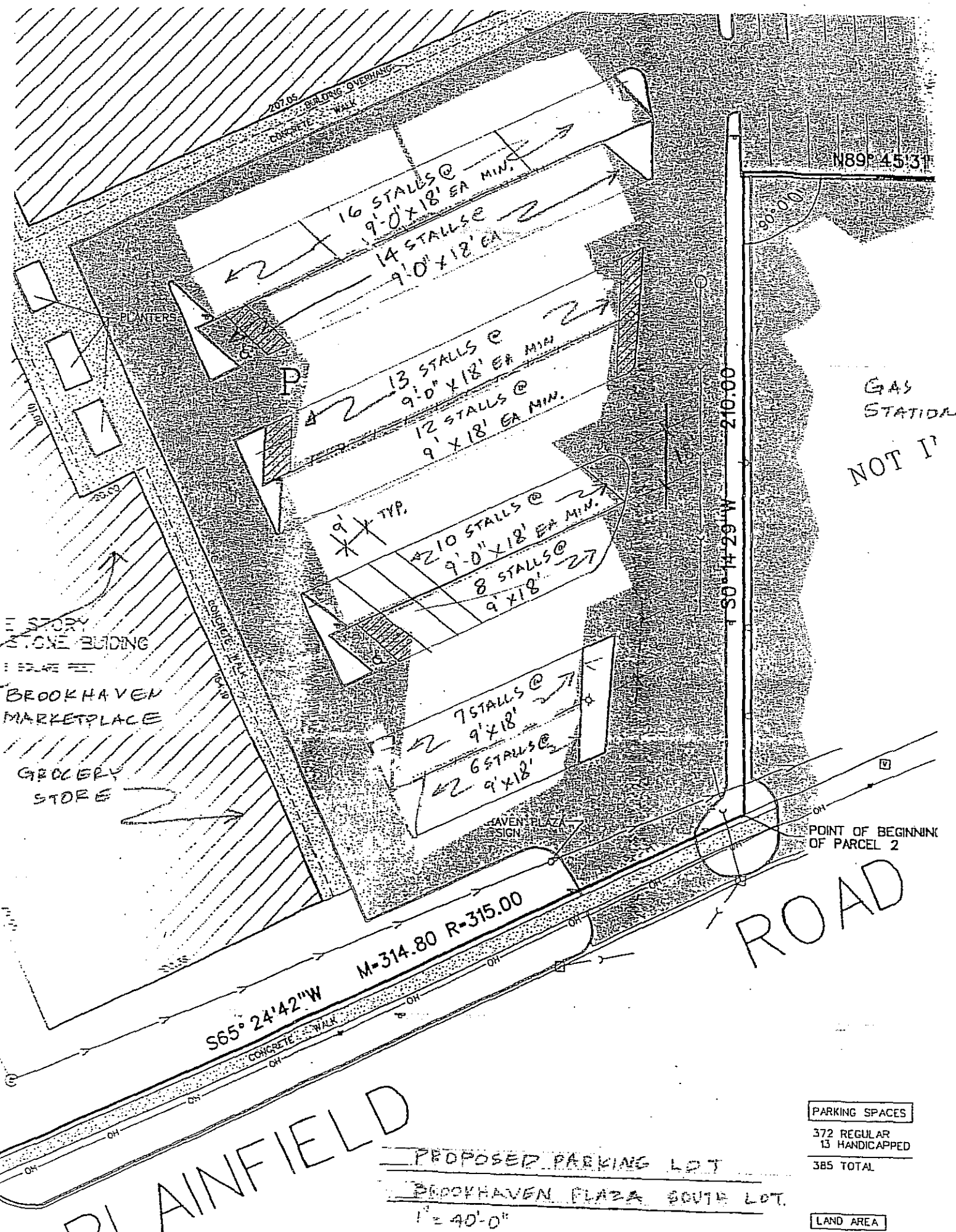
Staff Recommendation

Staff supports the request to reduce the required parking stall width from 10 feet to 9 feet for the southern portion of the parking lot, along Plainfield Road, and marked as Area A on the plat of survey and to maintain 10-foot wide parking stalls in the remaining parking areas and marked as Area B on the plat of survey submitted with this petition.

Decision Mode

The Municipal Services Committee will consider this item at its meeting on November 22, 2010.

\\Darienpd\dc\mun SERVICES & P&D COMM\MINOR PUD AMENDMENTS\Brookhaven Plaza - parking stall dimensions
Memo.Brookhaven.prkg stall dimensions.pd.doc



N89° 45' 31"

GAS STATION
NOT I'

STORY
STONE BUILDING
BROOKHAVEN
MARKETPLACE
GROCERY
STORE

POINT OF BEGINNING
OF PARCEL 2

ROAD

S65° 24' 42" W M=314.80 R=315.00
CONCRETE WALK

PLAINFIELD

PROPOSED PARKING LOT
BROOKHAVEN PLAZA SOUTH LOT.
1" = 40'-0"

PARKING SPACES	
372	REGULAR
13	HANDICAPPED
385 TOTAL	

LAND AREA	
PARCEL 1	170,279
PARCEL 2	170,214

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: November 22, 2010

Issue Statement

Web Q & A: Discussion on the benefits of the Web Q & A Building Module service versus current office building permitting procedures.

Discussion

Since June, 2010 the Community Development department has been working with Web Q & A Staff in piloting a Building Permit Program. Please recall Web Q & A currently maintains our Work Order System for the City. The proposed building program will enable City staff to efficiently streamline, provide tracking/update status via online, inspection scheduling, zoning, floodplain and various report generating for permitting. The program could also allow the existing Work Order System to be integrated with Building Permit Module for zoning and property maintenance violations thus providing a history related to a specific property.

The Web Q & A Inc. provides service-side customer service management to government organizations, and is a local company located in Woodridge. The company is focused on providing leading edge software to municipalities and has been in business since 2000.

Web Q & A serves other communities within Illinois, such as:

- | | |
|------------|-------------|
| Naperville | Lake Forest |
| Westmont | Joliet |
| Lemont | Channahon |
| Addison | Matteson |
| Evanston | Homewood |
| Flossmoor | |

Specific to Darien's needs and experience, the table below is a comparison between the current system and the Web Q & A services:

	CURRENT SYSTEM	WEB Q & A - BUILDING MODULE
Complaint Licensing	Entered in Access database – does not link to permits.	Name shows red when expired. Links to permits. Any employee can search from their computer. Advanced search abilities.
Inspection Scheduling	Handwritten in inspection binder – faxed to inspectors at 3:00 p.m. Mon. – Fri.	Can be entered into computer by anyone answering phone - Inspectors can view schedule via any computer, at any point, to check schedule.

<p>Zoning, Flood Plain & Parcel Identification Numbers (PIN)</p>	<p>Must physically find house number on street map, and then check zoning and flood plain maps. Must search for PIN in Tax Atlas or on web.</p>	<p>PIN #'s have been incorporated from our water billing database with DuPage County. Zoning & Flood Plain are being entered for each address as permits are pulled. Eventually we will pull up the address on WEB QA and have all pertinent information listed, such as zoning, PIN #, Flood Plain, etc...</p>
<p>Residential, Commercial Building, and Public Works Permits</p>	<p>All separate files in Access – does not link to anything else. Must go in and out of each database to enter or search.</p>	<p>All permits entered in the WEB QA database. One place to enter & search. Ability to see all permits pulled for each address, as well as zoning, floodplain & a GPS view of the address. Contractor database links up.</p>
<p>Monthly Issued Permit Report</p>	<p>Excel database - tracks all permits issued for the month, as well as fees collected. Information is sent to the Tax Assessors office every month. Must enter permit information separately in Excel database, and then enter into Access permit database. Cumbersome reporting capabilities.</p>	<p>Created a report that extracts all the necessary information from the permits issued. Eliminates the human error of forgetting to enter or duplicating into separate databases. Can separate permit fee, plan review fee, inspection fee, etc... For a more accurate accounting. Very user friendly custom reporting capabilities.</p>
<p>Signant Permits</p>	<p>Must manually look thru database or paper files for old permits.</p>	<p>Sends a reminder after a permit is open for 90 days, again if not closed in 180 days.</p>
<p>Permit Status</p>	<p>Manual look thru file drawers.</p>	<p>Ability to enter each permit as it is received, along with the permit status. Employee then simply searches on the address & can determine if it is out for review, needs revisions, ready to issue, etc. This can eventually be open to residents on the internet to check the status of their permit.</p>
<p>Support</p>	<p>Limited / None</p>	<p>Excellent support. If a problem is encountered we either call or email for support. Response time is excellent. Ability to request enhancements to the</p>

	Not available	program to make it more compatible to our unique needs. Ability to dovetail on-line credit card link for payment.
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The cost for the program is \$425.00 per month for an expense of \$5,300 per year. City staff also requests the Committee to consider the purchase of an electronic payment portal for residents, builders and patrons. The Web Q & A would integrate the process through a secure third party vendor and would allow the flexibility of payments on-line, and allow staff to forward a building permit via online and/or via US Mail. The cost for the program would carry a 2% fee base per permit, a \$100.00 per month maintenance fee and a one time set-up charge of \$500.00.

Staff Recommendation

City staff recommends the following to be forwarded for the 2011/12 Budget Workshop.

1. Building Permit Module at a cost of \$425.00 per month for an expense of \$5,300 per year.
2. Implement an electronic payment portal for all building related items. The cost for the payment portal would be \$1,700 for the 1st year and reduced to \$1,200 per year. There would also be a 2% user fee for electronic processing.

Decision Mode

As recommended by the Municipal Services Committee. The recommendation would be forwarded to Budget Workshop for FY11/12 consideration.

AGENDA MEMO
Municipal Services
November 22, 2010

Issue Statement

Approval of a resolution authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering for pavement corings for the proposed 2011 Street Maintenance Program, in an amount not to exceed \$12,250.00.

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for a pavement study consisting of 60 pavement corings for the tentatively proposed 2011 Street Maintenance Program. The following roads have been slated for the 2011 Street Maintenance Program:

PROPOSED 2011 ROAD PROGRAM		
STREET	LIMIT	ROAD LENGTH
BREWER RD	Grandview Ln to Alden Ln	2150
DROVER LN	Parkview Dr to Burgess Ln	3930
HILLSIDE LN	Meadow Ln to Woodvale Dr	1625
SANDALWOOD CT	Beller Dr to Water Tower Ct	600
FOX HILL PLACE	Carriage Green Dr to Limit	720
KENTWOOD CT	Creekside Ln to limit	500
GREEN VALLEY RD	Green Valley Ct to Wakefield Dr	2900
GREEN VALLEY CT	Green Valley Rd to Limit	500
WAKEFIELD DR	Green Valley Rd to Abbey Dr	1460
GALWAY CT	Darien Club Dr to limit	500
LIMERICK CT	Darien Club Dr to limit	600
KELLY CT	Darien Club Dr to limit	650
72ND STREET	Fairview Ave to Gold Grove Pl	800
69TH STREET	Cass to Clarendon Hills Rd	5280
70TH STREET	Richmond to Clarendon Hills Rd	2760
70TH STREET CDS 1	70th St to Limit	180
70TH STREET CDS 2	70th St to Limit	180
70TH STREET CDS 3	70th St to Limit	180
DARIEN LN	75th St to Timber Ln	1060
EVANS PL	Elm St to Janet Ave	660
WESTERN AVE	Plainfield Road to 72nd Street	1400
RICHMOND AVE	67th Street to north limit	400

HIGH RIDGE CT	Richmond Ave to limit	600
SLEEPY HOLLOW CDS	Sleepy Hollow Ln to limit	200
	LN FEET	29835
	MILES	5.65

The proposed Engineering Agreement includes the following scope of services:

Task 1 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 60 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness Staff recommends TSC completes the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow Staff and CBBEL to verify that the correct improvement is proposed for the roadways.

Total Engineering Cost for Task 1-\$11,500.00

Task 2 – Evaluation of Geotechnical Report: CBBEL and City Staff will evaluate the report to determine the resurfacing treatment for the abovementioned roadways. The evaluation will be performed as per the established hourly rates at a not to exceed amount of \$750.00.

Total Engineering Cost for Task 2 - \$750.00

Below, please find a summary cost for the abovementioned items:

Cost for Task 1-	\$11,500.00
Cost for Task 2-	<u>750.00</u>
Total Cost	\$12,250.00

Funding for the Engineering Services would be expended from the following line item of the FY 11 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 10/11 BUDGET	YEAR TO DATE EXPENDED	PROPOSED EXPENDITURE	PROPOSED BALANCE
01-30-4325	ENG-BID SPECS/TESTING SERVICES	\$ 55,000.00	\$ 8,936.25	\$ 12,250.00	\$ 33,858.75

Staff Recommendation

Staff recommends approval of this Engineering Agreement through the attached resolution with Christopher B. Burke Engineering in an amount not to exceed of \$12,250.00.

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 6, 2010 City Council agenda for formal consideration.

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$12,250.00
(PAVEMENT CORING 2011 STREET MAINTENANCE)**

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

SECTION 1: The City Council of the City of Darien hereby authorizes the Mayor to enter into an agreement for Engineering Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to pavement coring evaluation for the 2011 street maintenance, 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 December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 6th day of December, 2010.

Kathleen Moesle Weaver, Mayor

ATTEST:

Joanne F. Coleman, City Clerk

APPROVED AS TO FORM:

City Attorney

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

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

October 29, 2010

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2011 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2011 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the preliminary list for the 2011 Road Program will consist of the following streets:

PROPOSED 2011 ROAD PROGRAM			
STREET	LIMIT	ROAD LENGTH	CORES
Brewer Rd	Grandview Ln to Alden Ln	2150	4
Drover Ln	Parkview Dr to Burgess Ln	3930	8
Hillside Ln	Meadow Ln to Woodvale Dr	1625	3
Sandalwood Ct	Beller Dr to Water Tower Ct	600	1
Fox Hill Place	Carriage Green Dr to Limit	720	1
Kentwood Ct	Creekside Ln to Limit	500	1
Green Valley Rd	Green Valley Ct to Wakefield Dr	2900	6
Green Valley Ct	Green Valley Rd to Limit	500	1
Wakefield Dr	Green Valley Rd to Abbey Dr	1460	3
Galway Ct	Darien Club Dr to Limit	500	1
Limerick Ct	Darien Club Dr to Limit	600	1

Kelly Ct	Darien Club Dr to Limit	650	1
72nd Street	Fairview Ave to Gold Grove Pl	800	2
69th Street	Cass to Clarendon Hills Rd	5280	10
70th Street	Richmond to Clarendon Hills Rd	2760	5
70th Street Cds 1	70th St to Limit	180	1
70th Street Cds 2	70th St to Limit	180	1
70th Street Cds 3	70th St to Limit	180	1
Darien Ln	75th St to Timber Ln	1060	2
Evans Pl	Elm St to Janet Ave	660	1
Western Ave	Plainfield Road to 72nd Street	1400	3
Richmond Ave	67th Street to North Limit	400	1
High ridge Ct	Richmond Ave to Limit	600	1
Sleepy Hollow Cds	Sleepy Hollow Ln to Limit	200	1
	LN FEET	29835	60
	MILES	5.65	

SCOPE AND FEE

Task 1 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL's subconsultant, Testing Services Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 60 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagman are required to take the cores.

Task 2 – Evaluation of Geotechnical Report: CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2011 Road Program based on the City's budget.

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

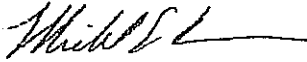
CBBEL estimates the following fees for each of the tasks described above:

Task 1	Geotechnical Investigation	\$11,500
Task 2	Evaluation of Geotechnical Report	\$ 750
	TOTAL	\$12,250

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

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

Sincerely,



Christopher B. Burke, PhD, PE
President

Encl. Schedule of Charges
General Terms and Conditions

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

BY: _____
TITLE: _____
DATE: _____



TESTING SERVICE CORPORATION

Local Offices:

457 E. Gundersen Drive, Carol Stream, IL 60188-2402
630.653.3920 • Fax 630.653.2726

401 N. Riverside Drive, Suite 24, Gurnee, IL 60031-5914
847.249.6040 • Fax 847.249.6042

203 Earl Road, Suite A, Shorewood, IL 60404-9446
815.744.1510 • Fax 815.744.1728

8201 W. 183rd Street, Suite C, Tinley Park, IL 60477-9249
708.429.2080 • Fax 708.429.2144

650 Peace Road, Suite D, DeKalb, IL 60115-8401
815.748.2100 • Fax 815.748.2110

2235 23rd Avenue, Rockford, IL 61104-7334
815.394.2562 • Fax 815.394.2566

October 29, 2010
Local Office

Mr. Lee Fell
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018

RE: P.N. 46,019
Pavement Cores
2011 Road Program
Various Streets
Darien, Illinois

Dear Mr. Fell:

Per your request, Testing Service Corporation (TSC) is pleased to submit this proposal to provide a pavement evaluation study for the above referenced project. The broad objectives of our work will be to determine pavement and sub base thickness and composition.

Site Work:

The proposed scope of work is to include sixty (60) pavement cores located on twenty-four streets throughout the Village of Darien. At each location, the pavement will be cored and the base course depth and type will be determined. Representative portions of all samples will be sealed, packaged and transported to our laboratory.

Utility clearance for the borings to be made will be obtained by TSC beforehand by contacting JULIE (Joint Utility Locating Information for Excavators), local municipalities and the customary agencies. TSC will utilize a crew trained in layout procedures to locate the borings in the field.

Assumption for Traffic Control:

The pavement cores will be located on two lane residential streets where light traffic is anticipated. TSC will provide safety cones and signage where appropriate. Lane closures are not expected.

Laboratory Testing:

All soil samples will be examined by an experience laboratory soils technician, to verify field descriptions and to estimate soil classifications in accordance with the Unified Soil Classification System. Laboratory testing will include moisture content and dry unit weight determinations as well as measurements of unconfined compressive strength by indirect methods. Other tests deemed necessary by our Project Engineer may also be performed.

Christopher B. Burke Engineering, Ltd.
P.N. 46,019- October 29, 2010

Report of Data Obtained:

The results of the field and laboratory phases of the study will be analyzed by a member of our staff of engineers and geologists. The results of those analyses, together with supporting field and laboratory data, will be presented in a written engineering report.

Fees and Scope:

To provide the pavement evaluation study outlined above, TSC is proposing a budget amount of Eleven Thousand Five Hundred Dollars (\$11,500.00). Our invoice will be based on the unit charges given and the attached General Conditions, which are incorporated into and made a part of this proposal for your acceptance. Sample certificates of insurance will be made available upon request. Our fee is further subject to this proposal being accepted by you on or before December 31, 2010.

The fees, hourly rates and other charges for field services furnished under this proposal are based on TSC's current contract with the International Union of Operating Engineers, Local 150. Since your project is funded in part or in total by state or local government funding sources, it will also be subject to IPWA requirements.

Should unusual soil conditions be encountered in the field that indicate the desirability of significantly broadening the scope of the investigation, we will contact you before proceeding with any additional work. It should be noted that our estimated cost does not include plan review or earthwork and foundation excavation observations during the construction phase of the project. However, plan review and construction observation and testing costs should be included in the project budget. After the final report is delivered, any consultation, pre-construction meetings or other professional services will be covered by a separate invoice.

TSC's work will not include services required to evaluate the likelihood of the site being contaminated by hazardous materials or other pollutants. Should an environmental investigation be desired by you, please contact the undersigned for a separate proposal.

TSC's fee includes TSC's services being performed subject to the attached General Conditions which are incorporated herein. Unless we receive written instructions to the contrary, invoices will be sent to:

Mr. Lee Fell
Christopher B. Burke Engineering, Ltd.
9575 West Higgins Road, Suite 600
Rosemont, Illinois 60018
Tel: (847) 823-0500
Email: lfell@cbbel.com


If this proposal meets with your approval, please indicate your acceptance by signing one copy and returning it to our Carol Stream, Illinois office. When completing the attached project data form, kindly indicate who is to receive copies of TSC's report and other project data.

Christopher B. Burke Engineering, Ltd.
P.N. 46,019- October 29, 2010

Your consideration of our proposal is appreciated. We look forward to being of service to you on this project.

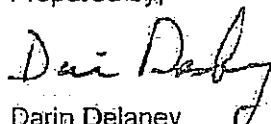
Respectfully submitted,

TESTING SERVICE CORPORATION



Charles DuBose, P.E.
Vice President

Prepared by,



Darin Delaney
Project Geologist

CRD:DPD:tlv

Enc: General Conditions
Project Data Sheet

Approved and accepted for _____ by:

(NAME)

(TITLE)

(DATE)

Christopher B. Burke Engineering, Ltd.
P.N. 46,019- October 29, 2010

COST ESTIMATE
P.N. 46,019
Pavement Cores
2011 Road Program
Darlen, Illinois

ITEM	UNITS	QTY	RATE	COST	
STAKING AND UTILITY CLEARANCE					
1.1	Provide Technicians to Mark Coring Locations and Arrange for Clearance of Underground Utilities	Hour	8.0	110.00	\$ 880.00
CORING AND BORINGS BY HAND AUGER METHODS					
2.1	Perform Coring and/or Hand Auger Borings (Portal to Portal)-Regular Time	Hour	48.0	150.00	\$ 7,200.00
2.2	Perform Coring and/or Hand Auger Borings (Portal to Portal)- Over Time	Hour	0.0	200.00	\$ 0.00
2.3	Backfill and patch core holes	Each	60.0	10.00	\$ 600.00
TRAFFIC CONTROL					
3.1	Sign Board and traffic cones	Day	6	140.00	\$ 840.00
3.2	Two Person Traffic Control Crew (Portal to Portal) - Regular Time	Hour	0.0	215.00	\$ 0.00
3.3	Two Person Traffic Control Crew (Portal to Portal) - Over Time	Hour	0.0	300.00	\$ 0.00
3.4	One Person Traffic Control Crew (Portal to Portal)- Regular Time	Hour	0.0	108.50	\$ 0.00
3.5	One Person Traffic Control Crew (Portal to Portal) - Regular Time	Hour	0.0	152.00	\$ 0.00
3.6	Subcontract Traffic Control	Lump Sum	0	800.00	\$ 0.00
LABORATORY TESTING					
4.1	Examine Samples, Described by a Textural System and Classify by the Unified Soil Classification System and Water Content Determination for Organic and Cohesive Samples (includes pocket penetrometer measurements of unconfined compressive strength for all inorganic clay samples)	Each	0	7.50	\$ 0.00
4.2	Dry Unit Weight Determinations	Each	0	7.50	\$ 0.00
4.3	Illinois Bearing Ratio (IBR) with Supporting Tests	Foot	0	475.00	\$ 0.00

Christopher B. Burke Engineering, Ltd.
P.N. 46,019- October 29, 2010

	ITEM	UNITS	QTY	RATE	COST
4.4	Pavement Core Thickness Measurements and Description	Each	60	16.00	\$ 960.00
ENGINEERING SERVICES					
5.1	Prepare Location Plan and Report	Lump Sum	1	900.00	\$ 900.00
				ESTIMATED TOTAL:	\$11,380.00
				RECOMMENDED BUDGET:	\$11,500.00

CHRISTOPHER B. BURKE ENGINEERING, LTD.
STANDARD CHARGES FOR PROFESSIONAL SERVICES
JANUARY, 2009

<u>Personnel</u>	<u>Charges*</u> <u>(\$/Hr)</u>
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	132
Survey III	127
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	132
Engineering Technician III	107
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CAD I	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	154
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	97
Information Technician I/II	62

Direct Costs

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

*Charges include overhead and profit

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2009.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
Municipal Services Committee
November 22, 2010

Issue Statement

Consideration for approval of Illinois Department of Transportation Resolutions (IDOT) authorizing expenditure adjustments to balance with the Illinois Department of Transportation Motor Fuel Tax (MFT) audit reviews. The Resolutions are as follows:

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code –
Section 95-00000-00-GM

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code –
Section 96-00000-00-GM

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code –
Section 99-00000-00-GM

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code –
Section 01-00000-00-GM

Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code –
Section 06-00000-00-GM

Resolution for Improvement by Municipality Under the Illinois Highway Code –
Section 07-00030-00-RS

Resolution for Improvement by Municipality Under the Illinois Highway Code –
Section 08-00031-00-RS

Background/History

The City of Darien was recently forwarded correspondence from the Illinois Department of Transportation (see attached letter labeled as Attachment A) regarding a Motor Fuel Tax (MFT) audit that was conducted earlier this year. Per the audit review there are items dated back from 1994 to 2010 and a majority of the paperwork requires a staff signature to close out a specified project or an additional City Council approved resolution. City staff has recently met with IDOT officials regarding the paperwork “cleanup” and Officials from IDOT informed staff that they recently brought in consultants to assist in reviewing and closing out all backlogs.

Staff has reviewed the audit and replied with a response, provided signatures and has prepared the IDOT resolutions for City Council approvals. City Staff had an additional meeting with IDOT officials on November 17, and has submitted the requested paperwork with the exception of the above mentioned resolutions.

Staff Recommendation

Staff recommends approval of the Resolutions.

Alternate Consideration

No alternate consideration

Decision Mode

This item will be placed on the December 6, 2010 City Council agenda for formal consideration.



BE IT RESOLVED, by the City Council of the City of Darien, Illinois, that there is hereby appropriated the sum of \$375,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 1995 to December 31, 1995.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman, Clerk in and for the City of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on December 6, 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010.

(SEAL) City Clerk

Approved
Date
Department of Transportation
Regional Engineer



BE IT RESOLVED, by the City Council of the City of Darien, Illinois, that there is hereby appropriated the sum of \$320,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 1996 to December 31, 1996.

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman, Clerk in and for the City of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on December 6, 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010

(SEAL) City Clerk

Approved
Date
Department of Transportation
Regional Engineer



BE IT RESOLVED, by the City Council of the

(Council or President and Board of Trustees)

City of Darien, Illinois, that there is hereby

(City, Town or Village)

(Name)

appropriated the sum of \$60,000.00 of Motor Fuel Tax funds for the purpose of maintaining

streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 1999

(Date)

to December 31, 1999

(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman Clerk in and for the City

(City, Town or Village)

of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on December 6, 2010

(Council or President and Board of Trustees)

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010

(SEAL)

City

Clerk

(City, Town or Village)

Approved
Date
Department of Transportation
Regional Engineer



BE IT RESOLVED, by the City Council of the City of Darien, Illinois, that there is hereby appropriated the sum of \$50,000.00 of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2001 to December 31, 2001

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman, Clerk in and for the City of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on December 6, 2010

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010

(SEAL) City Clerk

Approved
Date
Department of Transportation
Regional Engineer



BE IT RESOLVED, by the City Council of the

(Council or President and Board of Trustees)

City of Darien, Illinois, that there is hereby

(City, Town or Village)

(Name)

appropriated the sum of \$110,000.00 of Motor Fuel Tax funds for the purpose of maintaining

streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2006

(Date)

to December 31, 2006

(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon a practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Joanne Coleman Clerk in and for the City

(City, Town or Village)

of Darien, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on December 6, 2010

(Council or President and Board of Trustees)

Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6 day of December, 2010

(SEAL)

City Clerk (City, Town or Village)

Approved
Date
Department of Transportation
Regional Engineer



BE IT RESOLVED, by the City Council of the City of Darien, Illinois

Section 07-00030-00-RS

that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Various - 2007 Road Program

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Bituminous removal and aggregate repair, resurfacing and shall be constructed various wide and be designated as Section 07-00030-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Five Hundred Seventy Five Thousand Dollars (\$575,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by James D. Fiala Paving; and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Joanne Coleman Clerk in and for the City of Darien, DuPage County, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on December 6, 2010. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010 (SEAL) City, Town, or Village Clerk



BE IT RESOLVED, by the City Council of the City of Darien, Illinois

Section 08-00031-00-RS

that the following described street(s) be improved under the Illinois Highway Code:

Table with 4 columns: Name of Thoroughfare, Route, From, To. Row 1: Various - 2008 Road Program

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of Bituminous removal and aggregate repair, resurfacing

and shall be constructed various wide and be designated as Section 08-00031-00-RS

2. That there is hereby appropriated the (additional Yes No) sum of Seventy Thousand Dollars (\$70,000.00) for the improvement of said section from the municipality's allotment of Motor Fuel Tax funds.

3. That work shall be done by James D. Fiala Paving; and, Specify Contract or Day Labor

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

Approved
Date
Department of Transportation
Regional Engineer

I, Joanne Coleman Clerk in and for the City of Darien, County of DuPage, hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the City Council at a meeting on December 6, 2010. IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 6th day of December, 2010 (SEAL)

City, Town, or Village Clerk



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

LOCAL ROADS AND STREETS

Motor Fuel Tax – Audit Report and Project Review

City of Darien

DuPage County

October 22, 2010

Ms. Joanne F. Coleman

City Clerk

City of Darien

1702 Plainfield Road

Darien, IL 60561

VIA CERTIFIED MAIL

Dear Ms. Coleman:

Our office has reviewed the City's Motor Fuel Tax (MFT) Audit Report and Project Status, and noted several discrepancies in the MFT Account.

We intend to work with the City to resolve this matter. Therefore, we have prepared the enclosed summary indicating the action required by the City to address the discrepancies.

Please review the summary and provide the requested information to our office by November 22, 2010 so that approval of Future MFT Projects is not jeopardized.

If you have any questions or need additional information, please contact Michelle Gorniak, MFT Program Technician, (847) 705-4204 or via email at Michelle.Gorniak@illinois.gov.

Very truly yours,

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

A handwritten signature in black ink, appearing to read 'CHolt', written over the typed name of Christopher J. Holt.

By:
Christopher J. Holt, P.E.
Bureau Chief of Local Roads and Streets

Enclosure

cc: Daniel Gombac, Director of Comm. Development/Municipal Services w/encl.
Paul Nosek, Accounting Manager w/encl.



Illinois Department of Transportation

Division of Highways/Region One / District One
201 West Center Court/Schaumburg, Illinois 60196-1096

October 26, 2010

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

Dear Mr. Gombac:

Thank you for meeting with us on October 12, 2010 to discuss the City's Motor Fuel Tax accounts. The meeting was highly beneficial in several ways, beginning with the opportunity for our staff to personally meet you and your Accounting Manager Mr. Paul Nosek. We were also able to discuss the most practical way to settle outstanding issues regarding closeouts and support documentation for older MFT accounts.

I understand that you are working closely with our team of MFT technicians so that these matters will be addressed in an expeditious fashion. I believe this will address the concerns you expressed to me prior to the meeting.

If you have any questions or need additional information, please contact me or Christopher J. Holt, Bureau Chief of Local Roads and Streets, at (847) 705-4201.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'D. O'Keefe'.

Diane M. O'Keefe, P.E.
Deputy Director of Highways,
Region One Engineer

AGENDA MEMO
Municipal Services Committee
November 22, 2010

ISSUE STATEMENT

A resolution authorizing staff to modify an intergovernmental agreement to sell meter readings to DuPage County for billing purposes.

BACKGROUND

DuPage County currently reads meters for their sewer system and uses these readings to do the water billing for the City of Darien. The City of Darien has contributed approximately \$40,000 for these services. DuPage County recently conducted a rate study to determine the fair share contribution they were receiving from the partnering municipalities. Based on the study, the County increased the contribution from \$40,000 to \$150,000. Of this amount, \$54,816 is for employees to read the meters and the remainder is utilized for billing and collections. At the Administrative/Finance Committee meeting on November 8th the Committee requested staff to investigate the potential for the City of Darien to take the readings and receive \$54,816 from DuPage County. Under this plan the City of Darien would read the meters and DuPage County would complete the billing and collections for the customers.

Staff investigated the potential to read meters by purchasing the necessary equipment and by hiring four part-time employees to read meters with mileage reimbursed through their own vehicles. The cost-benefit analysis over the two year period shows the City of Darien should take over these duties. Instead of paying \$54,816, the City would forgo this payment and complete a task with a net cost to the City in the amount of \$27,177.60 in the first year, and a cost of approximately \$1,000.00 in the subsequent years. Between two opportunities to eliminate payments of \$54,816 the City would realize a cost savings of \$81,476.80 after two years of conducting the program. The cost-benefit analysis demonstrates an ability to save money by hiring staff to read meters and this item is now being forwarded to the Municipal Services Committee to discuss.

STAFF RECOMMENDATION

Staff recommends creating an agreement with DuPage County under these parameters.

ALTERNATE CONSIDERATION

Continuing with the current system would be an alternate consideration.

DECISION MODE

This item will be on a future City Council agenda for formal consideration.

Exhibit 1-YEAR 1 COST						
METER READING COSTS-WITH 4 PART TIME POSITIONS-YEAR 1 COSTS						

METER READING IS BASED ON 300 HOURS EVERY 2 MONTHS

DESCRIPTION	UNIT	UNIT COST	HOURS PER READ	COST PER READ	HOURS PER YEAR	FREQUENCIES X 6 COST PER YEAR	TOTAL COST YEAR 1	COMMENTS	RATE CALCULATION PER YEAR DEPRECIATION COST
Part Time Employees	Hourly	\$ 15.00	75	\$ 1,125.00	450.00	\$ 6,750.00	\$ 6,750.00		
Part Time Employees	Hourly	\$ 15.00	75	\$ 1,125.00	450.00	\$ 6,750.00	\$ 6,750.00		
Part Time Employees	Hourly	\$ 15.00	75	\$ 1,125.00	450.00	\$ 6,750.00	\$ 6,750.00		
Part Time Employees	Hourly	\$ 15.00	75	\$ 1,125.00	450.00	\$ 6,750.00	\$ 6,750.00		
Sub Total Labor			300.00	\$ 4,500.00	1,800.00	\$ 27,000.00	\$ 27,000.00		
Data Troubleshooting Outpage County (Data Management)	Hourly	\$ 30.00	100	\$ 3,000.00	600.00	\$ 18,000.00	\$ 18,000.00		
TOTAL LABOR COSTS							\$ 45,000.00		

Hard Costs-Equipment	QUANTITY	UNIT	UNIT COST	COSTS	UNITS PER YEAR	FREQUENCIES X 6 COST PER YEAR	TOTAL COST YEAR 1	COMMENTS	RATE CALCULATION PER YEAR DEPRECIATION COST
PART TIME MILEAGE REIMBURSEMENT	69	MILEAGE REINB	\$ 0.60	\$ 41.40	414.00	\$ 248.40	\$ 248.40		
PART TIME MILEAGE REIMBURSEMENT	69	MILEAGE REINB	\$ 0.60	\$ 41.40	414.00	\$ 248.40	\$ 248.40		
PART TIME MILEAGE REIMBURSEMENT	69	MILEAGE REINB	\$ 0.60	\$ 41.40	414.00	\$ 248.40	\$ 248.40		
PART TIME MILEAGE REIMBURSEMENT	69	MILEAGE REINB	\$ 0.60	\$ 41.40	414.00	\$ 248.40	\$ 248.40		
UNIFORMS	4	EACH	\$ 1,000.00	\$ 4,000.00	4,000.00	N/A	4,000.00		
METER READING EQUIPMENT	4	EACH	\$ 6,500.00	\$ 26,000.00	0	0	\$ 26,000.00	5 YEAR LIFE OF EQUIPMENT	\$ 5,200.00
METER READING SOFTWARE	1	EACH	\$ 4,000.00	\$ 4,000.00	0	0	\$ 4,000.00	5 YEAR LIFE OF EQUIPMENT	\$ 800.00
SOFTWARE SUPPORT-UPDATES	4	EACH	\$ 500.00	\$ 2,000.00	4	0	\$ 2,000.00		
TOTAL HARD COSTS YEAR 1							\$ 36,993.60		
TOTAL COSTS YEAR 1							\$ 81,993.60		\$ 6,000.00

REVENUE	QUANTITY	UNIT	UNIT COST	REVENUE	UNITS PER YEAR	REVENUE PER YEAR	TOTAL PER YEAR DEPRECIATION COST
METER READINGS SOLD BACK TO COUNTY	8,590	EACH	\$ 1.00	\$ 8,590.00	6	\$ 51,540.00	
METER READINGS SOLD BACK TO COUNTY	546	EACH	\$ 1.00	\$ 546.00	6	\$ 3,276.00	
TOTAL REVENUE						\$ 54,816.00	
NET COST TO CITY YEAR 1						\$ 27,177.60	
NET COST SAVINGS						\$ 27,638.40	

METER READING COSTS-WITH 4 PART TIME POSITIONS-YEAR TWO

METER READING IS BASED ON 300 HOURS EVERY 2 MONTHS

DESCRIPTION	UNIT	UNIT COST	HOURS PER READ	COST PER READ	HOURS PER YEAR	FREQUENCIES X 6 COST PER YEAR	TOTAL COST YEAR	COMMENTS	RATE CALCULATION PER YEAR DEPRECIATION COST
Part Time Employees	Hourly	\$ 15.00	75	\$ 1,125.00	450.00	\$ 6,750.00	\$ 6,750.00		
Part Time Employees	Hourly	\$ 15.00	75	\$ 1,125.00	450.00	\$ 6,750.00	\$ 6,750.00		
Part Time Employees	Hourly	\$ 15.00	75	\$ 1,125.00	450.00	\$ 6,750.00	\$ 6,750.00		
Part Time Employees	Hourly	\$ 15.00	75	\$ 1,125.00	450.00	\$ 6,750.00	\$ 6,750.00		
Sub Total Labor			300.00	\$ 4,500.00	1,800.00	\$ 27,000.00	\$ 27,000.00		
Data Troubleshooting Dupage County (Data Management)	Hourly	\$ 30.00	100	\$ 3,000.00	600.00	\$ 18,000.00	\$ 18,000.00		
TOTAL LABOR COSTS							\$ 45,000.00		

Hard Costs-Equipment	QUANTITY	UNIT	UNIT COST	COSTS	UNITS PER YEAR	FREQUENCIES X 6 COST PER YEAR	TOTAL COST YEAR	COMMENTS	RATE CALCULATION PER YEAR DEPRECIATION COST
PART TIME MILEAGE REIMBURSEMENT	89	MILEAGE REINB	\$ 0.80	\$ 41.40	414.00	\$ 248.40	\$ 248.40		
PART TIME MILEAGE REIMBURSEMENT	89	MILEAGE REINB	\$ 0.80	\$ 41.40	414.00	\$ 248.40	\$ 248.40		
PART TIME MILEAGE REIMBURSEMENT	89	MILEAGE REINB	\$ 0.60	\$ 41.40	414.00	\$ 248.40	\$ 248.40		
PART TIME MILEAGE REIMBURSEMENT	89	MILEAGE REINB	\$ 0.60	\$ 41.40	414.00	\$ 248.40	\$ 248.40		
UNIFORMS	4	EACH	\$ 450.00	\$ 1,800.00	1,800.00	N/A	\$ 1,800.00		
METER READING EQUIPMENT	4	EACH	\$ 6,500.00	\$ 26,000.00	0	0	\$ 5,200.00	5 YEAR LIFE OF EQUIPMENT	\$ 5,200.00
METER READING SOFTWARE	1	EACH	\$ 4,000.00	\$ 4,000.00	0	0	\$ 800.00	5 YEAR LIFE OF EQUIPMENT	\$ 800.00
SOFTWARE SUPPORT-UPDATES	4	EACH	\$ 500.00	\$ 2,000.00	4	0	\$ 2,000.00		
TOTAL HARD COSTS YEAR 1							\$ 10,793.60		
TOTAL COSTS YEAR 2							\$ 55,793.60	TOTAL PER YEAR DEPRECIATION COST	\$ 6,000.00
REVENUE	QUANTITY	UNIT	UNIT COST	REVENUE	UNITS PER YEAR	REVENUE PER YEAR		TOTAL PER YEAR DEPRECIATION COST	\$ 6,000.00

METER READINGS SOLD BACK TO COUNTY	8,590	EACH	\$ 1.00	\$ 8,590.00	6	\$ 51,540.00		
METER READINGS SOLD BACK TO COUNTY	546	EACH	\$ 1.00	\$ 546.00	6	\$ 3,276.00		
TOTAL REVENUE						\$ 54,816.00		
NET COST TO CITY YEAR 2						\$ 977.60		
NET COST SAVINGS						\$ 53,838.40		

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
October 25, 2010**

PRESENT: Alderman Joseph Marchese, Alderman John Galan, Alderman Ted Schauer, City Treasurer Michael Coren, Director Dan Gombac

ABSENT: None.

Chairperson Marchese called the Municipal Services Committee Meeting to order at 6:30 p.m. at City Hall – City Council Chambers, Darien, Illinois and declared a quorum present.

NEW BUSINESS:

A. Coach Light Program

Director Dan Gombac advised that he is seeking a motion for the approval of the 2010 City-Wide Coach Light Program for residents. Director Gombac reported that, to date, approximately one-hundred residents have expressed an interest in some facet of the program. Staff has sent out proposals to various vendors. Staff sought electricians who reside or whose businesses are located in the City of Darien. Out of the three Darien businesses solicited, All Electric Incorporated was the only respondent. Another company who has performed work for the city on a smaller scale, Rag's Electric Company, also expressed interest. A catalog outlining the program with the various rates has been compiled. Director Gombac explained that the electrician will visit the site, evaluate the situation, and provide the resident with a written quotation for repair, replacement, or installation of a new light. A pricing structure has been negotiated with Gaffney's PMI, the city's current street light contractor for underground boring. Therefore, if Rag's Electric is unable to perform boring services, Rag's Electric will contact Gaffney's PMI for boring. All Electric has the ability to perform boring. Director Gombac explained that there is a pricing structure in place for a menu of various applications in the catalog.

Director Gombac advised that, in regards to natural gas, of the three vendors solicited, Fireplace Patio, which is located on Route 83 north of 75th and south of Plainfield, was the only respondent. Fireplace Patio has been in business for a number of years, is well known and reputable. The natural gas program is structured in the same fashion as the electric.

Director Gombac advised that the price range of the coach lights is from \$35 to \$200. Home Depot, True Value, Advance Electric, and Fireplace Patio have committed to providing the fixtures to the city at no cost for illuminated display for the residents. Residents will be provided with a sheet to complete with the model number of the coach light desired. Residents will be able to choose various coach lights and poles separately. In addition, if desired GFCI outlets can be installed on the pole. In the case of natural gas, residents will be offered several options to choose from.

Director Gombac provided a recommendation to waive the inspection process for the program. Gombac informed the Committee that the electricians are required to be licensed, provide a

\$10,000 bond during the course of the project and provide a certificate of insurance. The installation and hookups involved of the fixtures is very basic. Since inspections are contracted out at a cost of \$35 to \$70 to the residents, it is recommended that random, surprise inspections be performed. Residents will be required to apply for a building permit for a new fixture installation and all the associated permit fees would be waived. Depending on the response, the city will perform random inspections for brand new units. The inspections will be coordinated with the city's electrician at the time the project is being completed. The natural gas coach lights will be inspected by a plumber.

Director Gombac requested a motion to accept the 2010 City-Wide Coach Light Program for residents, accepting the proposals from Home Depot, O'Hara True Value, Advance Electric Supply, Fireplace Patio, and from the installers, Rag's Electric, All Electric, Inc. and Fireplace Patio, waive all fees associated with the inspection process, and conduct random inspections at the city's discretion and expense.

Director Gombac thanked Ashley Prueter for her efforts in coordinating the catalog in his absence.

Alderman Galan praised Ashley on a nice job. Alderman Galan noticed that staff intends to advertise the Coach Light Program on cable, Direct Connect, The Neighbors Magazine, local newspaper and the city's website. Alderman Galan assumes the catalog or portions thereof will be scanned and placed on the website for the benefit of the residents.

Director Gombac confirmed this.

Alderman Galan spoke in favor of the random inspections. Alderman Galan recommended that a summary cover sheet explaining the program be added to the Coach Light Catalog.

Director Gombac agreed.

Chairperson Marchese recalled, from the last City Council Meeting, that the Mayor had concerns with the lack of inspections. Chairperson Marchese does not believe there will be an issue with the fee and inspection waiver, and is in favor of the random inspections for both the electric and gas coach light.

Alderman Galan noted that the random inspections apply to new installations. Alderman Galan feels this is a positive program which will benefit the community. Alderman Galan commended Director Gombac on crafting the program. The Committee concurred.

Alderman Schauer is in favor of the random inspections. Alderman Schauer would like to be assured that the pricing is set so that increases do not occur during the installation or repair.

Director Gombac advised that the prices, for fixtures and labor, have been established.

Alderman Galan requested that if the pricing does not include labor, this be clearly publicized.

Director Gombac agreed, and advised that residents will be fully aware of all charges prior to commencement of a job.

Alderman Schauer reiterated his concern.

Director Gombac agreed completely, and advised that only reputable vendors were solicited for the project.

Treasurer Coren inquired if the bond can be extended six months beyond the program in the event issues come up after the fact.

Director Gombac responded that a second year of the program is in the proposal. The contractor must warranty the coach light for a year, and this will be included in the bond language. Director Gombac will review this to make certain the safeguards are in place.

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

Alderman Galan made a motion and it was seconded by Alderman Schauer to accept the practice of the 2010 City-Wide Coach Light Program for residents including the proposals for fixture repair and installation, listing the fixtures and installers for both the natural gas and electric, and waiving all fees associated with the inspection process and conducting random inspections at the City's discretion and expense.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

Chairperson Marchese announced that this would be forwarded to the City Council and placed on the consent agenda.

B. Minutes

Alderman Schauer made a motion and it was seconded by Alderman Galan to approve the September 27, 2010 Municipal Services Committee Meeting Minutes.

Upon voice vote, THE MOTION CARRIED unanimously 3-0.

DIRECTOR'S REPORT

A. Project Cost Analysis

Chairperson Marchese advised that Project Cost Analysis is conducted to identify projects that were planned throughout the year depicting the projected, budgeted, and actual cost. The analysis also illustrates the percentage of cost differential, plus or minus, and the reasons for the difference.

Director Gombac advised that the report covers capital projects and major maintenance items. The report covers a snapshot of the department's larger dollar items budgeted. Director Gombac reviewed each column of the report which represents a total summary to date. Director Gombac

advised that of the \$3 million budget request, the City Council approved \$2.9 million. Actual expenditures were \$2.8 million. The difference between the amount budgeted and the actual expenditures was \$232,000. Director Gombac advised that Treasurer Coren was invited to this evening's meeting for his input.

In regards to the salt dome, Chairperson Marchese noted that the report shows a total project summary of \$232,666 and \$35,300 of contingency funds not expended.

In respect to the Salt Storage building Alderman Galan added that the additional \$55,000 to cover the overage for the Salt Storage Building is being accounted for in the report. Alderman Galan noted that financially, the city was in a position to move ahead with the salt dome as presented by Director Gombac and recommended by the Municipal Services Committee at the Committee's previous meetings.

Chairperson Marchese noted that at the time the Municipal Services Committee recommended the salt dome, Director Gombac thought the funds would be available and Administrator Vana disagreed. Due to this discrepancy, although the project went ahead, costs were cut. Chairperson Marchese expressed dismay.

Director Gombac advised that the financial projections were not certain at that time.

Chairperson Marchese noted that some of the biggest savings were due to competitive bid results.

The Committee inquired to costs for next year and Director Gombac informed the Committee that vendors from the major asphalt and concrete companies, and ditch representatives are currently being contacted to get a handle on next year's pricing. He also informed the Committee that the forecast suggests a flat line or a slight increase in materials and labor based on the City's recent quantities.

Alderman Galan noted that when the salt dome was first discussed, Director Gombac was confident that the funds would be available, and not more than one week later, Administrator Vana advised they would not. Alderman Galan asked what changed.

Director Gombac responded that since the last committee meeting, he was able to secure \$75,000 from DuPage County for the Walnut Drive project. This amount is \$13,000 more than was originally anticipated. Director Gombac was unable to speak to Administrator Vana's mindset.

Chairperson Marchese stated that the initial salt dome project was anticipated to come in at \$280,000 which included the landscaping and associated costs. Chairperson Marchese noted that even if the \$75,000 was not available, the additional funds needed to complete the project were. Chairperson Marchese agreed with Alderman Galan that Director Gombac is well aware of funds available and had a better handle on the financials. Chairperson Marchese added that the committee trusts Director Gombac, and decisions are formulated based on figures provided by him. Chairperson Marchese is bothered by what has occurred.

Alderman Schauer remarked that it appears that now the salt dome can be completed as originally recommended.

Alderman Galan agreed that it would have certainly been an easier argument. Alderman Galan stated that the point he and Chairperson Marchese are trying to make is that although they are very pleased that there is extra money in the fund, the salt dome argument was almost lost completely due to what was said by Administrator Vana. Had the City Council Members known that the funds would be available, they would not have been so nervous about the project. Although Alderman Galan considers the new salt dome an improvement and allows extra storage of salt, he is disappointed the City Council did not follow Director Gombac's judgment.

Chairperson Marchese added that none of the comments this evening are in regards to Director Gombac's management. If anything, it indicates that Director Gombac's project management and foresight in obtaining competitive bids has saved the city money. Chairperson Marchese expressed displeasure that the Municipal Services Committee had to go to the Administrative Finance Committee to defend the decision to move forward with the purchase of the salt dome.

Alderman Galan commented that in the private sector, budget meetings are conducted monthly, and understands it is difficult to make educated decisions when budgets are reviewed annually. Alderman Galan noted that every year, Director Gombac's fund projections are accurate.

Mr. Gombac noted, with all due respect, that at the time of the committee meeting, the city was in the process of an audit, and the final numbers were not available. The audit resulted in funds being moved from this year's budget into last year's. This was due to invoice and material receipt dates.

Treasurer Coren feels that Administrator Vana cannot be condemned nor praised. Director Gombac's projections were not comprehensive. The \$75,000 received from the county was not reflected in last month's receivables report.

Director Gombac advised that the \$75,000 payment was received last week. The county was initially billed for \$62,000 but was re-invoiced for an additional \$13,000 in project costs.

Treasurer Coren felt that Administrator Vana was looking at the total picture.

Chairperson Marchese stated that Administrator Vana mentioned that when this was discussed during a telephone conversation.

Treasurer Coren advised that when going through fund balances at the last City Council Meeting, the differences between our numbers and the audited numbers, there was roughly \$230,000 less in capital projects and more in the general fund. Much of the capital project work was completed before year end, but the invoices came in the beginning of May. These invoices were coded in the current fiscal year. However, since the work was actually performed in April, the funds should have been applied to last year's budget. That is why, in essence, last year's capital budget was over expended. Following this explanation at the last City Council Meeting, Alderman Poteraske said he would expect to have \$230,000 more in this year's cushion. Director Gombac

is dealing with actual expenditures on the Project Cost Analysis showing actual versus budget. However, auditors pushed \$200,000 back into last year's budget.

Alderman Galan appreciated Treasurer Coren's explanation, and advised that it certainly sheds light in looking at this from a global perspective. Alderman Galan suggested that projects continue to be reviewed to see if they are estimated properly.

Treasurer Coren advised that he is attempting to bridge the gap between what Director Gombac and Administrator Vana are saying. Although Treasurer Coren does not know what Administrator Vana was thinking, the \$75,000 payment could be the missing link.

Alderman Galan advised that the bottom line is that \$232,666 of "extra" money wasn't spent regardless of the fiscal year when the project was started. His concern is that the funds for the salt dome were available as projected.

Treasurer Coren responded that all the numbers were not available at that time.

Alderman Galan reiterated that if Director Gombac has a contract with a vendor, he knows what the bill is going to be whether the invoice is received now or in six months. Director Gombac noted that the ditch program came in \$60,000 under budget including the \$15,000 in contingencies. Director Gombac was able to save \$105,000 in the project total by finding alternate methods. Alderman Galan reiterated that the Municipal Services Committee put their trust in Director Gombac because he understands how to save money on a project.

Director Gombac agreed the he was able to save money by various means, but that information was not available at the time of the committee meeting.

Alderman Marchese advised that he and Alderman Galan have been on this committee for a number of years, and that Alderman Schauer is relatively new. However, when discussions were held three months ago in regard to the salt dome, Alderman Galan and he had some history in looking at reports from previous years. He and Alderman Galan were seeing, even in a bad economy, that the city was not spending \$200,000 to \$300,000 because competitive bids were coming in much lower than projected. Alderman Marchese added that Administrator Vana did mention the \$62,000 reimbursement for Walnut from the county. The salt dome was important to the Municipal Services Committee to the point where we went to another committee to argue for it.

Alderman Schauer advised that this was a situation where, although the committee knew the cost was coming in higher, it was felt to be the best thing to do. Alderman Schauer offered kudos to Director Gombac for coming in under budget the last two years.

Chairperson Marchese clarified that the committee is not criticizing Director Gombac. Chairperson Marchese will take pleasure in advising the City Council Members at next week's meeting that the process of examining budgeted and projected costs with actual costs, as was initiated three or four years ago, demonstrates how the unexpended funds the city has incurred is due to good management and planning. This information will make it easier to justify upcoming expenditures.

Alderman Galan feels that as the council moves forward, they can be confident that projected costs will most likely come in under budget due to efficient project management.

Alderman Schauer inquired if Director Gombac has any plans in regards to the upcoming, predicted wind storms.

Director Gombac advised that the storms are predicted to arrive tomorrow, and that staff is planning on utilizing snow plows to remove leaves from the inlets if the heavy rains materialize.

B. Project Survey Responses

Chairperson Marchese introduced the Project Survey Responses and advised that the majority of the responses were positive.

Alderman Galan commented that out of the 56 total surveys received only three were negative.

Director Gombac expressed disappointment with the low number of responses received. He noted that surveys are sent out on every project performed by the city. Director Gombac advised that the survey results will be included in the Administrator's Report.

Alderman Galan directed that numbers regarding response and satisfaction rate be included in the report.

Director Gombac informed the Committee that he will update the report to reflect percentages regarding the response rates.

Director Gombac briefly reviewed the tub grinder and wood chip analysis. Director Gombac recommended continuation of the program. Director Gombac advised that the city is trying to dispose of the left over chips at no cost to the city.

Treasurer Coren suggested that some chips be kept in reserve for residents in the spring.

Treasurer Coren credited Alderman Galan for this successful program.

Alderman Galan inquired if the city provides wood chips to the Park District.

Director Gombac confirmed that the Park District is able to pick up as many chips as needed at no cost.

Alderman Schauer inquired if the city provides chips to Cass Middle School for their playground.

Director Gombac responded that regular mulch cannot be used for playgrounds. Certified and/or rubber mulch must be used around playground equipment.

NEXT MEETING:

Chairperson Marchese announced that the next regularly scheduled meeting is scheduled for Monday, November 22, 2010 at 6:30 p.m.

ADJOURNMENT:

With no further business before the Committee, Alderman Galan made a motion and it was seconded by Alderman Schauer to adjourn. Upon voice vote, **THE MOTION CARRIED** unanimously and the meeting adjourned at 7:35 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

Joseph Marchese
Chairperson

John Galan
Alderman

Ted Schauer
Alderman

Minutes prepared by:
Lynn Dubman

Maintenance Projects - Water Plants

Location	FY 10/11 Budget	Proposed Expenditure	Amount Approved by City Council	Actual Expenditure	Expense Beyond Approval	Insurance Claim	Difference of Insurance Claim Balance Due	Budget Balance
Plant 2 - 1220 Plainfield Rd	\$ 9,138.00							
Roof		\$ 3,655.00	\$ 3,655.00	\$ 3,655.00	\$ -	\$ -		
Siding, soffit & fascia		\$ 1,900.00	\$ 1,900.00	\$ 1,900.00	\$ -	\$ -		
Gutter (Contractor change)		\$ 878.00	\$ 878.00	\$ 1,050.00	\$ 172.00	\$ -		
Total Plant 2 - 1220 Plainfield		\$ 6,433.00	\$ 6,433.00	\$ 6,605.00	\$ 172.00	N/A	N/A	\$ 2,533.00
Plant 3 - 1930 Manning Rd	\$ 15,074.00							
Roof		\$ 11,150.00	\$ 11,150.00	\$ 11,150.00		\$ -		
16 sheets of new metal installed				\$ 2,720.00	\$ 2,720.00			
13 additional sheets of new metal				\$ 2,230.00	\$ 2,230.00			
Siding, soffit & fascia		\$ 1,568.00	\$ 1,568.00	\$ 1,568.00	\$ -			
Gutter		\$ 254.00	\$ 254.00	\$ 254.00	\$ -			
Total Plant 3 - 1930 Manning Rd		\$ 12,972.00	\$ 12,972.00	\$ 17,922.00	\$ 4,950.00	\$ 11,906.77	\$ 6,015.23	\$ 9,058.77
Plant 4 - 1897 Manning Rd	\$ 20,515.00							
Roof		\$ 4,085.00	\$ 4,085.00	\$ 4,085.00				
15 sheets of plywood installed				\$ 600.00	\$ 600.00			
New chimney housing				\$ 350.00	\$ 350.00			
Siding, soffit & fascia		\$ 5,995.00	\$ 5,995.00	\$ 5,995.00	\$ -			
Gutter		\$ 615.00	\$ 615.00	\$ 615.00	\$ -			
Total Plant 4 - 1897 Manning Rd		\$ 10,695.00	\$ 10,695.00	\$ 11,645.00	\$ 950.00	N/A	N/A	\$ 8,870.00
Plant 5 - 8600 Lemont Rd	\$ 10,437.00	\$ 8,550.00	\$ 8,550.00	\$ 8,550.00				
10 sheets of plywood installed				\$ 400.00	\$ 400.00			
Siding, soffit & fascia (Contractor change)		\$ 3,200.00	\$ 3,200.00	\$ 4,742.00	\$ 1,542.00			
Gutter		\$ 1,194.00	\$ 1,194.00	\$ 1,194.00	\$ -			
Total Plant 5 - 8600 Lemont Rd		\$ 12,944.00	\$ 12,944.00	\$ 14,886.00	\$ 1,942.00	N/A	N/A	\$ (4,449.00)
Total	\$ 55,164.00	\$ 43,044.00	\$ 43,044.00	\$ 51,058.00	\$ 8,014.00	\$ 11,906.77	\$ 6,015.23	\$ 16,012.77