

AGENDA
RESCHEDULED MEETING
Municipal Services Committee
December 20, 2010
5:30 P.M. – Council Chambers

1. **Call to Order & Roll Call**
2. **Establishment of Quorum**
3. **New Business**
 - a. **6818 Route 83** – Petitioner seeks approval of a special use for a tire and battery establishment within the B-2 zoning district, along with variations from the Zoning Ordinance and Sign Code related to site alterations.
 - b. **Text Amendment, Zoning Ordinance** – To include “semi-truck, semi-trailer and bus sales lot” as a permitted use within the I-1 General District
 - c. **Resolution** – to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2011 Street Maintenance Program in an amount not to exceed \$26,772.00
 - d. **Motion** – Authorizing the urgent repairs on the 42-inch storm sewer adjacent to Clarendon Hills Road between 71st Street and 69th Street at a total cost not to exceed \$35,712.50
 - e. **Resolution** – Accepting a proposal from Dawn Companies Inc for the jetting and videotaping and the placement of a flowable-fill for the 42-inch storm sewer adjacent to Clarendon Hills Road between 71st Street and 69th Street at a cost not to exceed \$6,252.50 of the \$35,712.50 cost.
 - f. **Resolution** – Accepting a proposal from Visu-Sewer of Illinois LLC for the placement of mechanical seals within the 42-inch storm sewer adjacent to Clarendon Hills Road between 71st Street and 69th Street at a cost not to exceed \$12,960.00 of the \$35,712.50 cost.
 - g. **Resolution** – Accepting a proposal from Christopher B Burke Engineering for the following services: Conduct a FEQ Water Modeling Analysis – not to exceed \$2,500.00 and determine optimal alternative analysis for remediation – not to exceed \$5,000.00
 - h. **Minutes** – November 22, 2010 – Municipal Services Committee

- 4. Director's Report**
 - a. 2011 Concrete pricing – Suburban Concrete Inc.
 - b. Commercial/Office/Industrial available space
- 5. Next regularly scheduled meeting – January 24, 2011.**
- 6. Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
MEETING DATE: December 20, 2010

Issue Statement

PZC 2010-14:

6818 Route 83: Petitioner seeks approval of the following:

1. Special use for “garages for storage, repair and servicing of motor vehicles”, for a tire, battery, oil change and muffler installation/repair establishment, within the B-2 Community Shopping Center Business District (Section 5A-8-3-4), and
2. A variation to reduce the required number of parking stalls from 39 to 29 (Section 5A-11-5), and
3. A variation to reduce the required parking stall depth from 18 feet to 16 feet (Section 5A-11-2-1(F)), and
4. A variation to reduce the required parking setback from 30 feet to 10 feet along the south lot line, and from 30 feet to 2 feet along the west lot line (Section 5A-8-3-8), and
5. A variation to reduce the required setback for a free-standing sign from 4 feet to zero feet (Section 4-3-7(E)), and
6. A variation to increase the maximum permitted total lot coverage from 75 percent to 82 percent (Section 5A-8-3-9).

Site Plan

Parking Study

Sign

General Information

Petitioner: Aetna Development Corporation
200 W. Madison Street, Suite 4200
Chicago, IL 60606

Property Owner: Chicago Baking Company
909 S. Route 83
Elmhurst, IL 60126

Property Location: 6818 Route 83

PIN: 09-23-304-032; 09-23-304-033; 09-23-304-036

Existing Zoning: B-2 Community Shopping Center Business District

Existing Land Use: Vacant

Surrounding Zoning and Land Use:

North: B-2 Community Shopping Center Business District – retail
South: B2 Community Shopping District (Willowbrook) – service station
East: LOP Limited Office Professional District (Willowbrook) - office
West: R-2 Single-Family Residence – single-family residence

Comprehensive Plan Update: Commercial

History: The site appears to have been built in the mid to late 1970s. There does not appear to be any previous zoning cases.

Size of Property: 31,675 square feet (0.727 acres)

Floodplain: None.

Natural Features: None.

Transportation: Property has frontage and access onto Route 83 and 69th Street.

Documents Submitted

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

1. ALTA/ACSM Land Title Survey, 1 sheet, prepared by Edward J. Molloy & Associates, Ltd., dated June 24, 2010.
2. Site Plan, Landscape Plan, Floor Plan, Building Elevations, 4 sheets, prepared by KMA & Associates, Inc., dated October 15, 2010.
3. Photometric Plan, 1 sheet, prepared by Cooper Lighting, dated October 18, 2010.
4. Sign Drawing, 1 sheet, prepared by Doyle, latest revision dated August 12, 2010.
5. Preliminary Engineering Exhibit, 1 sheet, prepared by McBride Engineering, Inc., dated October 26, 2010.

Planning Overview/ Discussion

The property is located at the northwest corner of Route 83 and 69th Street. This is the former Butternut Bakery building. Currently, the building/property is vacant.

The petitioner is seeking to renovate the property, including the building and parking lot, for a tire and battery store, with additional space for other retail uses.

Special Use

Within the B-2 zoning district, “garages for storage, repair and servicing of motor vehicles, including body repair, painting and engine rebuilding” require special use approval. The petitioner proposes establishing a tire and battery and accessory installation store, which staff determined falls into the use description above requiring special use approval. The petitioner has further stated body work or heavy repairs will not be done.

The site plan shows 6 bays for auto servicing, located on the north side of the building.

The petitioner should clarify the services to be offered as it relates to accessories to tire and batteries. The petitioner should address potential noise and what impacts there may be to residents to the west.

Currently, auto service uses are located on the west side of Route 83, within Darien, including tire, battery and oil change facilities. The proposed use is similar to existing uses within the same block.

Historically, the City has attempted to direct auto service related uses to the Route 83 corridor.

The special use request must address the following criteria for approval:

1. That the special use is deemed necessary for the public convenience at the location specified.
2. That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.
3. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.
4. That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
5. That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be a variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the

- applicable district, as to cause a substantial depreciation in the property values within the neighborhood.
6. That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.
 7. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
 8. That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the planning and Zoning Commission and the Planning and Development Committee.

Site Plan, Variations

The site has existing improvements, including a 9,774 square foot building and parking lot. The petitioner proposes renovating the existing building while altering the parking lot. Driveway locations will remain as is.

The proposed use triggers a parking requirement of 39 parking stalls (4 stalls/1,000 square feet of gross floor area), per the Zoning Ordinance. Both the existing conditions and the proposed plan do not meet this standard. There is not enough available space on the property to meet the parking requirement. Therefore, the petitioner is seeking a variation to reduce the required number of parking stalls from 39 to 29. The petitioner should confirm that the proposed number of parking stalls will meet their anticipated parking needs.

The petitioner proposes to extend the parking lot a few feet to the south, toward 69th Street, and to locate 2 parking stalls at the southwest corner of the lot, in order to obtain as many parking stalls as is possible. These actions trigger variations, reducing the required parking setback from 30 feet to 10 feet along the south lot line, and from 30 feet to 2 feet along the west lot line. The existing parking setback along Route 83 is 10 feet. To the south of the property is a dead-end street (69th Street is blocked, it does not go through to Crest Road), and to the west is a large side yard to a single-family detached home.

The plan includes a 7-foot wide sidewalk along the building façade to allow access to the building. The building is located approximately 75 feet from the Route 83 right-of-way line (lot line). In order to accommodate the sidewalk, the petitioner seeks a variation to reduce the required parking stall length from 18 feet to 16 feet, for the parking stalls adjacent to the building. The plan allows for vehicles to overhang onto the sidewalk 2 feet, while still allowing a 5-foot wide sidewalk along the building.

Because additional pavement is proposed, the amount of impervious surface will increase. Currently, the site likely exceeds the limit per the Zoning Ordinance. The petitioner seeks a variation to increase the maximum permitted lot coverage from 75 percent to 82 percent.

The plan includes a masonry dumpster enclosure, located at the northwest corner of the lot.

The plan includes a new 6-foot tall privacy fence along the west lot line, adjacent to the homes to the west.

A variation request must address the following criteria for approval:

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

Landscaping

Currently, there is very little landscaping on the property, mainly overgrown shrubs along Route 83. While the plan includes landscaping along the east, south and west lot lines, the plan does not comply with the current landscape standards per the Zoning Ordinance in terms of area and amount of plantings. However, staff believes the plan maximizes the potential for landscaping.

Proposed landscaping and stormwater management improvements along the back side of the building will need to be coordinated.

Building Elevations

Regarding the building façade, the plan uses the existing masonry wall, but includes a new stucco fascia along the building face and aluminum window and door frames.

Photometric Plan

The photometric plan shows that lighting will comply with the Zoning Ordinance, not exceeding 3 foot-candles at the lot line. The plan shows two light poles along the east lot line to illuminate the parking lot. The petitioner should confirm if there will be any lighting at other areas of the site, such as security lighting.

Signage

A new free-standing sign will be installed. The proposed sign complies with the Darien Sign Code in terms of permitted sign height, sign area and base support details (maximum height of 12 feet, maximum sign area of 60 square feet, base support equal to 75% of the sign width).

In terms of placement, the Sign Code requires signs to be at least 4 feet from a street right-of-way, 20 feet from a driveway and located outside a vision clearance triangle at street intersections. The sign cannot meet the 4-foot setback from a street-of-way, there is only 10 feet between the property line and the edge of the parking lot. Therefore, the petitioner is seeking a variation. There is not another location on the property where the sign can meet the required setback. The sign is 10 feet wide. The Sign Code permits one free-standing sign per street frontage.

Wall signage details have not been presented. The amount of wall signage is limited to 2 square feet of sign area per linear foot of building/tenant frontage, to be located on the street face of the building, per the Sign Code.

A variation from the Sign Code is to address the following criteria:

1. The available locations for adequate signage on the property.
2. The effect of the proposed sign on pedestrian and motor traffic.
3. The cost to the applicant in complying with the Sign Code as opposed to the detriment, if any, to the public from granting of the variance.
4. If undue hardships and practical difficulties result in complying with the Sign Code and if these hardships are a result of previous actions of the applicant.
5. The general intent of the Sign Code.

Stormwater Management

Staff, the City Engineer and the petitioner's engineer held an on-site meeting and are currently working with the petitioner to remove, replace and improve the on-site storm water infrastructure.

Staff Findings/Recommendations

The property has been vacant for some time and is becoming an eyesore. Staff supports the proposed improvements to the site, including the proposed use. The proposed auto related use is similar and

consistent with other uses along Route 83 within Darien.

The proposed special use will not be detrimental to, or endanger the public health, safety or general welfare, nor will it be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted, nor will it impede the normal and orderly development and improvement of surrounding property for uses permitted in the zoning district, adequate measures are in place to provide ingress and egress.

The proposed variations will not adversely alter the character of the property, they will not adversely alter the character of the neighborhood, nor will they impair the supply of light and air onto adjacent properties or cause congestion on public streets.

The sign variation is due to limited available locations for a free-standing sign, and will not impair pedestrian or vehicle traffic, and meets the general intent of the Sign Code.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation to granted the petitions as presented:

Based upon the submitted petition and the information presented, the request associated with PZC 2010-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petitions as presented.

Planning and Zoning Commission Review – December 1, 2010

The Planning and Zoning Commission considered this matter at its meeting on December 1, 2010. The following members were present: Raymond Mielkus – Acting Chairperson, Donald Hickok, Ronald Kiefer, John Lind, Kenneth Ritzert, Susan Vonder Heide, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Beverly Meyer - Chairperson, Robert Erickson, Gloria Jiskra.

Michael Griffith, Senior Planner, reviewed the petition and the staff agenda memo. He stated the proposed use, auto service, within the B-2 zoning district, requires special use approval. He noted the variations mostly relate to parking. He noted that one variation request is to reduce the parking stall length from 18 feet to 16 feet, to allow vehicles to over hang onto the proposed side walk along the front of the building.

Mr. Griffith stated he received 2-3 phone calls. He stated the callers did not object, but had questions regarding the public hearing.

Commissioner Kiefer asked if the 16 feet would cause a safety issue.

Petitioner's attorney notes the exhibits, site plan, landscape plan, building elevations. He stated the use will not include heavy auto repair.

He described the property's location on a major arterial highway, noted the surrounding uses, gas station to the south, retail to the north, office and retail to the east. He noted that 69th Street to the south does not connect to the residential area to the west. He noted the proposed new 6-foot tall privacy fence along the west lot line along with new landscaping on the property.

Dave Mangurten, architect, KMA & Associates, stated that AETNA Development has been in the development business for about 30 years, with several projects within the Chicago area.

Mr. Mangurten stated the auto service use will be the main tenant in the building. He stated the auto service use will include tire, battery, oil changes and muffler installation/repairs.

He stated the building will need to be structurally altered to accommodate the proposed store fronts. He stated there will not be any changes to the west wall.

Commissioner Kiefer asked if the plan included enough parking to accommodate the proposed uses, including the retail uses. He asked if the retail uses were known, and who the auto business would be.

Mr. Mangurten stated he believed there is enough parking provided. He stated the auto user estimates they need 15 parking stalls. He stated that if 10 is subtracted from the 29 parking stalls provided, 19 stalls meet the parking requirement if you consider only the three retail tenant spaces.

Mr. Mangurten stated the auto use will service 15 vehicles per day on average. He stated auto service hours will be 8:00 AM – 6:00 PM Monday through Friday, and 8:00 AM – 4:00 PM on Sunday and Saturday. He stated the auto service will be done mostly by appointment. He stated the auto service bays are located on the north side of the building.

Commissioner Ritzert asked about noise. He also stated his concern that there may not be enough parking provided.

Commissioner Hickok also stated his concern about noise.

Mr. Mangurten stated that pneumatic tools would be used.

Commissioner Ritzert asked if there could be insulation installed along the wall to muffle any noise.

Mr. Mangurten stated the wall is a 12-inch thick masonry wall which provides good sound insulation. He stated the plan also includes a masonry dumpster enclosure at the northwest corner of the property which will also help with sound insulation.

Commissioner Lind agreed the masonry wall would act as a good sound insulator.

Mr. Mangurten stated the reason for variations for the parking setbacks is to provide as much parking on the property as is possible.

He stated the plan provides a 7-foot wide sidewalk along the front of the building, which allows for vehicles to over hang onto the sidewalk by about 2 feet. He submitted a letter from a traffic consultant expressing the view that the parking stall dimensions would be adequate. The letter notes two other communities permit such parking configuration within their ordinance.

There was a discussion regarding stormwater management improvements. Mr. Griffith stated that the City Engineer meet the petitioner's engineer on-site and discussed what needs to be done to make sure stormwater management is being addressed.

Commissioner Ritzert asked if trucks would be serviced.

Mr. Mangurten stated the facility is not intended to service trucks.

Commissioner Lind asked about the cross access ingress/egress easement on the property related to the property to the north.

Attorney stated the easement will remain.

Commissioner Lind asked about lighting.

Mr. Mangurten stated there are two light poles along Route 83, and there will be building wall packs on the south and north sides of the building.

It was noted there would be new HVAC units installed, on the roof, toward the center of the roof.

Commissioner Hickok asked about noise from the HVAC units and if baffeling would be needed.

Mr. Mangurten stated he did not think the unit would create a noise problem. He noted that Route 83 produces more noise.

Commissioner Lind stated the newer HVAC units should not cause a problem.

Acting Chairperson Mielkus asked staff to confirm whether the Village of Willowbrook needed to be contacted regarding the proposed signage.

There was not anyone from the public to offer comments.

Without further discussion, Commissioner Lind made the following motion, seconded by Commissioner Hickok:

Based upon the submitted petition and the information presented, the request associated with PZC 2010-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petitions as presented.

**Upon a roll call vote, THE MOTION CARRIED by a vote of 6-0.
(Chairperson Meyer, Commissioner's Erickson and Jiskra were absent.)**

Municipal Services Committee – December 20, 2010

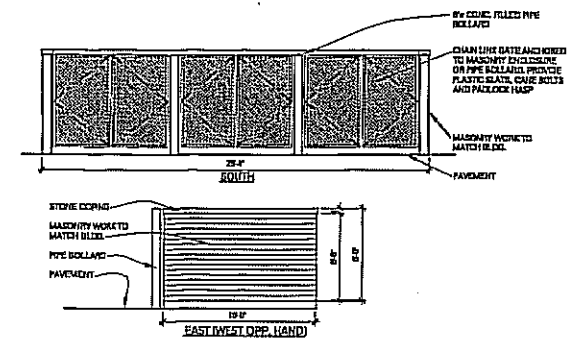
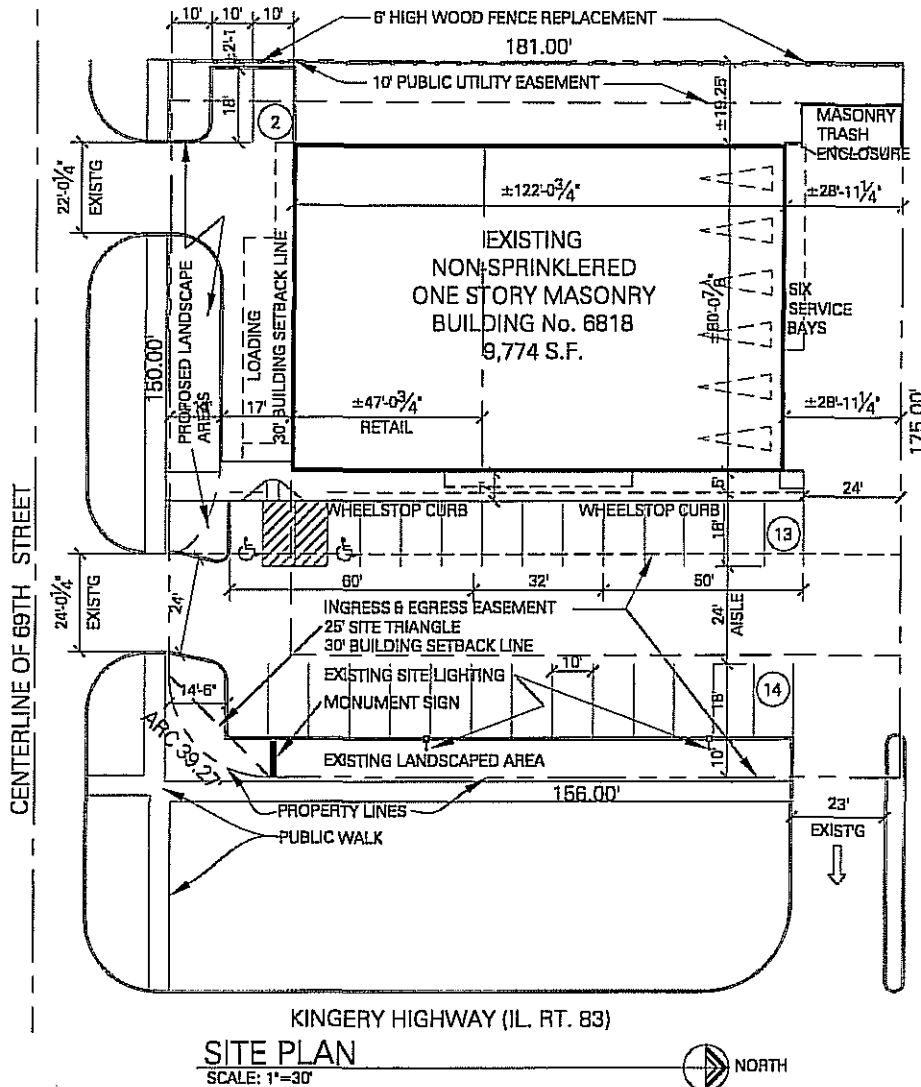
At the Commission meeting, the petitioner clarified the proposed use to be tire and battery installation, oil changes and muffler repair and installation.

Based on the Planning and Zoning Commission's recommendation, staff recommends the Committee make the following recommendation to approve the petitions as presented:

Based upon the submitted petition and the information presented, the request associated with PZC 2010-14 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission approve the petitions as presented.

Decision Mode

The Planning/Zoning Commission considered this item at its meeting on December 1, 2010.
The Municipal Services Committee will consider this item at its meeting on December 20, 2010.
The City Council will consider this item at its meeting on December 20, 2010.



MASONRY TRASH ENCLOSURE ELEVATIONS
SCALE: 1/8" = 1'-0"

SITE DATA

ZONING:	B-2 COMMUNITY SHOPPING CENTER BUSINESS DISTRICT	
LOT AREA	31,541 S.F. (0.72 ACRES±)	
BUILDING AREA	9,774 S.F.	
FLOOR AREA RATIO - EXISTING	.31	
BUILDING HEIGHT - ALLOWABLE	4 STORIES / 45' MAX.	
BUILDING HEIGHT - AS ALTERED	1 STORY / 20'-0"	
BUILDING SETBACKS (EXISTING)		
NORTH (SIDE)	28'-11"	
EAST (FRONT)	75'-0"	
SOUTH (CORNER/SIDE)	30'-0"	
WEST (REAR)	18'-3"	
PARKING (1 SPACE/250 S.F.)	REQUIRED 39 CARS	PROVIDED 29 CARS
LOADING (12'W. x 30'L.)	1 SPACE	1 SPACE (VARIANCE REQ'D.)
IMPERVIOUS LOT COVERAGE	23,656 S.F.(76%)	25,856 S.F.(82%)

KMA PROJECT No. 1031

10/16/10

DARIEN PLAZA

N.W.C. IL ROUTE 83 AND 69TH STREET
DARIEN, ILLINOIS

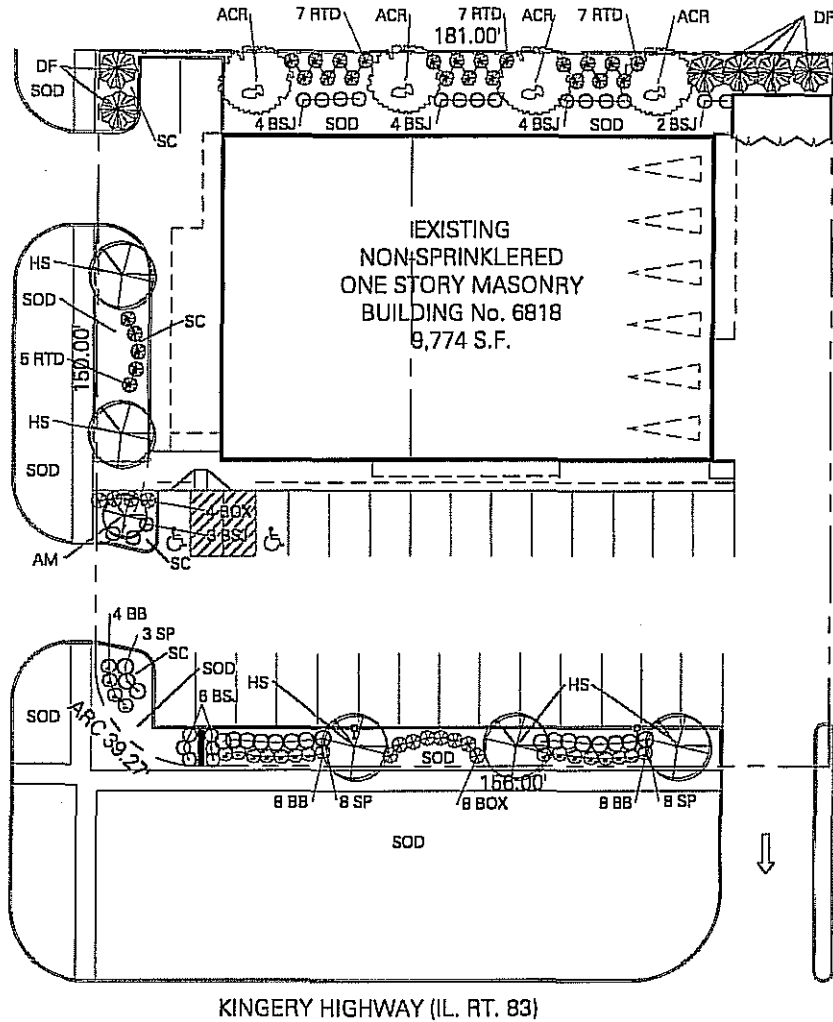
AETNA DEVELOPMENT CORPORATION

200 W. MADISON STREET SUITE 4200
CHICAGO, ILLINOIS

KMA & ASSOCIATES, INC. ARCHITECTS

1141 LAKE COOK ROAD
DEERFIELD, ILLINOIS





LANDSCAPE PLAN

SCALE: 1"=30'



LANDSCAPE CALCULATIONS

PERIMETER YARD		FRONTAGE	MULTIPLIER	REQUIRED	SUPPLIER
LOCATION					
FRONT (ROUTE 83)		164.5'	4.5	895.25	700
CORNER SIDE (89TH)		123'	4.5	580.5	585
SIDE YARD		175'	4.5	787.5	0 (VARIANCE REQ.)
REAR YARD		181'	8.0	1088	1085

PARKING LOT		FRONTAGE	SHRUBS/TREES REQUIRED	SUPPLIED	
37 SHRUBS + 1 TREE PER 100 L.F. REQUIRED					
LOCATION					
EAST		140'	52 SHRUBS & 1 TREE	0 (VARIANCE REQ.)	

LANDSCAPE SCHEDULE

MARK	IDENTITY	PLANTING SIZE	MATURE SIZE	QUANTITY
CANOPY TREES				
HS	HONEYLOCUST, THORNLESS (Gleditsia triacanthos Inermis 'Thornless')	2.5" CALIPER	50-60'	5
ACR	MAPLE, RED SUNSET (Acer rubrum 'Red Sunset')	2.5" CALIPER	50-60'	4

UNDERSTORY TREES				
AM	MAPLE, AMUR (Acer ginnala)	2.5" CALIPER	15-20'	1

EVERGREEN TREES				
DF	DOUGLAS FIR (Pseudotsuga mansueti)	6" TALL	40-60'	8

SHRUBS				
BB	BURNING BUSH, COMPACT (Eurodyum alatum 'Compactus')	2" TALL	4-6'	20
BSJ	JUNIPER, BLUE STAR (Juniperus squamata 'Blue Star')	12" TALL	2-3'	23
RTD	DOGWOOD, REDTWIG (Cornus halloyi)	2" TALL	9-10'	26
SP	SPIREA, SNOWMOUND (Spirea nipponica 'Snowmound')	2" TALL	3-4'	18
BOX	BOXWOOD, WINTER BEAUTY (Buxus microphylla 'Winter Beauty')	2" TALL	3-4'	12

OTHER MATERIALS

SOD Quality sod, locally grown bluegrass free of coarse grass, ryegrass and creeping bent. Hydrexseed in lieu of sod except where noted below.

SC Shredded Cedar Mulch - 4" Depth
Note: Provide min. 3'-0" dia. mulch ring at all trees.

NOTES

ALL TREES AND SHRUBS TO BE BALLED AND BURLAPPED U.N.O. PARKWAY AREAS, FRONT AND CORNER SIDE YARDS TO BE SODDED. ALL SHRUBS TO BE IN 4" DEEP MULCHED BEDS EXTENDING TO DRIP LINE OF SHRUB. NO BARE-ROOT PLANT MATERIAL TO BE USED.

DARIEN PLAZA

N.W.C. IL ROUTE 83 AND 69TH STREET
DARIEN, ILLINOIS

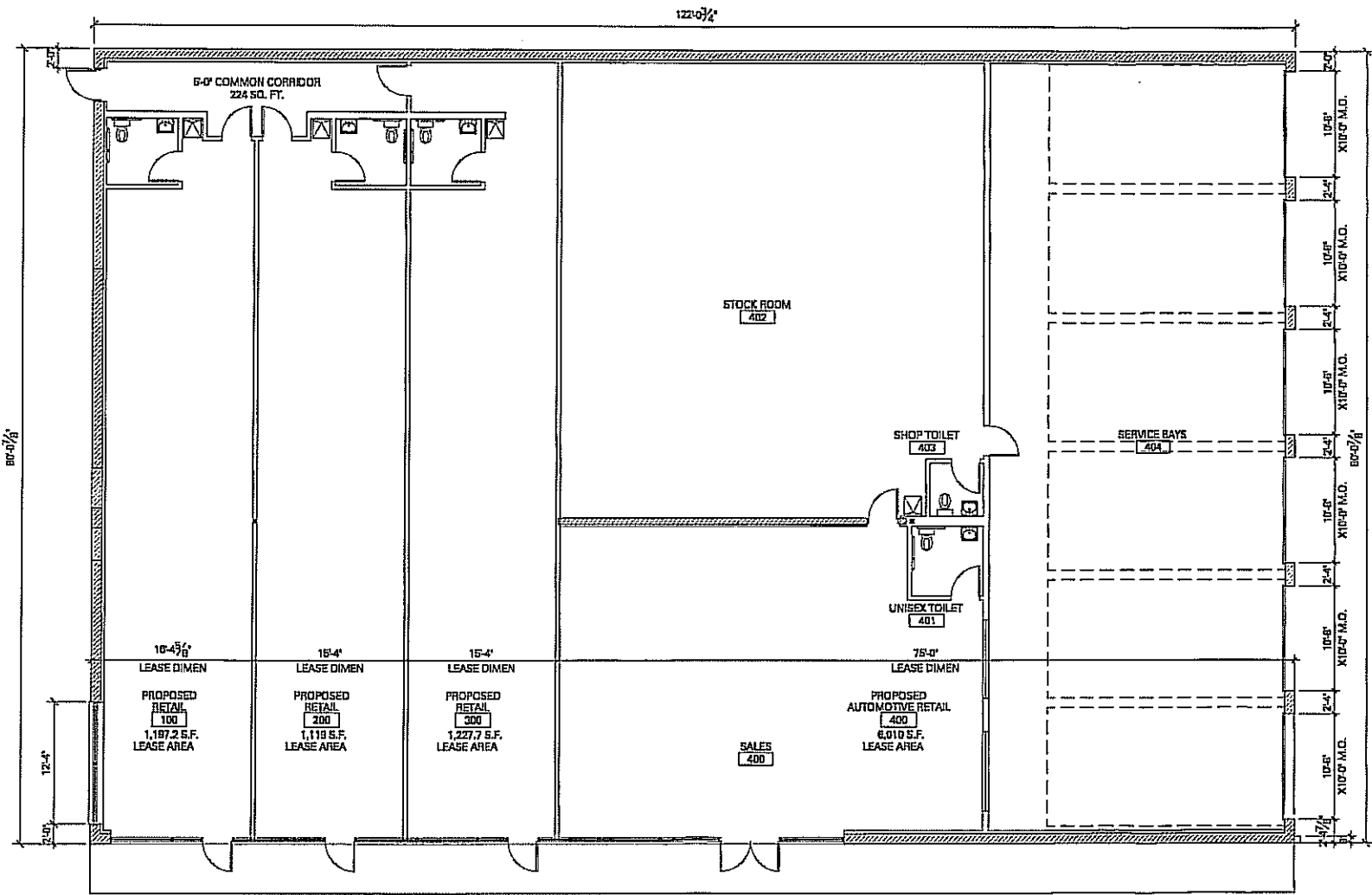
AETNA DEVELOPMENT CORPORATION

200 W. MADISON STREET SUITE 4200
CHICAGO, ILLINOIS

KMA & ASSOCIATES, INC. ARCHITECTS

1141 LAKE COOK ROAD
DEERFIELD, ILLINOIS





FLOOR PLAN
SCALE: 3/32"=1'-0"



KMA PROJECT No. 1031

10/15/10

DARIEN PLAZA
N.W.C. IL ROUTE 83 AND 69TH STREET
DARIEN, ILLINOIS

AETNA DEVELOPMENT CORPORATION
200 W. MADISON STREET SUITE 4200
CHICAGO, ILLINOIS

KMA & ASSOCIATES, INC. ARCHITECTS
1141 LAKE COOK ROAD
DEERFIELD, ILLINOIS





EAST ELEVATION
 SCALE: 3/32" = 1'-0"

KMA Proj. 1031

10/15/10

DARIEN PLAZA

N.W.C. IL ROUTE 83 AND 69TH STREET
 DARIEN, ILLINOIS

AETNA DEVELOPMENT CORPORATION

200 W. MADISON STREET SUITE 4200
 CHICAGO, ILLINOIS

KMA & ASSOCIATES, INC. ARCHITECTS

1141 LAKE COOK ROAD
 DEERFIELD, ILLINOIS



PROJECT:
 Darden Plaza

CLIENT:
 Pfluff-Grist
 & Associates -
 April Reace

PROJECT #:
 1002149A

DATE:
 10/18/2010

REVISIONS:
 ■
 ■
 ■
 ■
 ■

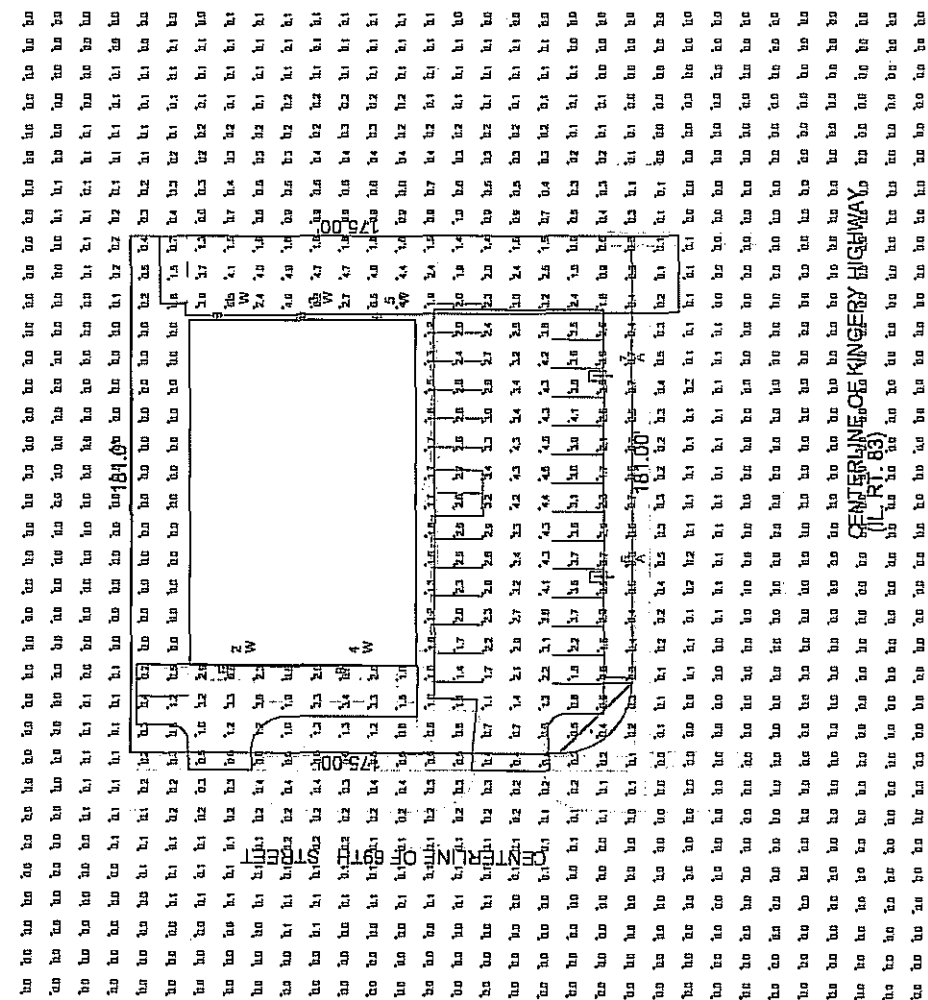
SCALE:
 4" = 20'

DRAWING:
 VVN

Luminaire Schedule		Luminaire		Description	
Symbol	Qty	Label	Arrangement	LF	Description
□	2	A	SINGLE	6000	10000-01-00
□	5	W	SINGLE	11000	10000-01-00

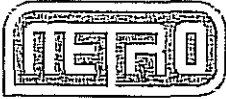
Calculation Summary		CalcType		Luminaire		Avg		Mass		Min		Max		Min		Max	
Label	CalcType	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle	Footcandle
Calc Peak @ Grand Entry	Footcandle	122	70	13	0	0	0	0	0	0	0	0	0	0	0	0	0
Calc Drive Summary	Footcandle	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Calc Parking & Drive Summary	Footcandle	122	41	13	0	0	0	0	0	0	0	0	0	0	0	0	0
Calc Parking Summary	Footcandle	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Calc Luminaire Summary	Footcandle	122	14	13	0	0	0	0	0	0	0	0	0	0	0	0	0
Calc Luminaire Summary	Footcandle	22	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Calc Luminaire Summary	Footcandle	102	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Luminaire Location Summary		Luminaire		Luminaire		Luminaire		Luminaire		Luminaire		Luminaire		Luminaire	
Luminaire	Label	X	Y	Z	Offset	Offset	Offset	Offset	Offset	Offset	Offset	Offset	Offset	Offset	Offset
1	W	122	70	13	0	0	0	0	0	0	0	0	0	0	0
2	W	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3	W	122	41	13	0	0	0	0	0	0	0	0	0	0	0
4	W	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5	W	122	14	13	0	0	0	0	0	0	0	0	0	0	0
6	A	22	0	0	0	0	0	0	0	0	0	0	0	0	0
7	A	102	0	0	0	0	0	0	0	0	0	0	0	0	0



Project	Client	Project #	Date	Scale	Drawn
Darden Plaza	Pfluff-Grist & Associates	1002149A	10/18/2010	4" = 20'	VVN





3100 W. HIGGINS ROAD, STE. 100
HOFFMAN ESTATES, IL 60195-2093

TELEPHONE: 630.213.1000
FACSIMILE: 630.213.2227
www.metrotransportation.com

TRAFFIC ENGINEERING
TRANSPORTATION PLANNING
SIGNAL SYSTEMS/DESIGN

METRO TRANSPORTATION GROUP, INC.

November 4, 2010

Mr. David Mangurten
KMA & Associates, Inc. Architects
1141 Lake Cook Road
Suite F
Deerfield, IL 60015-5235

Dear David:

As a follow up to our discussion regarding the vehicle overhang at concrete or landscaped islands or areas, I offer the following:

It is fairly typical to allow 1.5 to 2.0 feet of overhang on a landscaped or concrete island. I've been designing parking lots for over 47 years and have always used the 2-foot overhang.

For your further information, I've attached sections of the Hoffman Estates and Schaumburg ordinances. I should note that most ordinances have similar allowances.

Please note that in the Schaumburg ordinance, the overhang cannot extend into the setback.

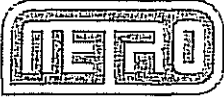
If the overhang is used, the actual stall length from curb to the end of the stall can be reduced by the amount of the overhang.

I hope this is helpful.

Sincerely,

A handwritten signature in cursive script, appearing to read "Rolf P. Kilian".

Rolf P. Kilian
President



Village of Hoffman Estates, IL

4. **Size of Spaces.** Every off-street parking space shall measure nine feet in width by 18 feet in length. Those spaces adjacent to landscaped areas shall measure ten feet in width. See Section 10-5-2-B-4 for accessible parking space requirements for persons with disabilities.
 - a. Where spaces overhang landscaped areas, spaces may be reduced in length by one and one-half feet.
 - b. For low turnover parking areas (such as designated employee parking areas), in office and manufacturing uses only, parking spaces with reduced widths of eight and one-half feet may be provided, subject to Village Board approval. Such spaces shall be limited to a maximum of 80 percent of the total parking within such low turnover areas. Visitor spaces shall not be considered as low turnover parking.
5. **Accessible Parking Spaces.** Accessible parking spaces for persons with disabilities shall be provided in accordance with the applicable federal and state requirements, and as detailed herein.
 - a. Accessible parking spaces shall be at least 16 feet wide including an eleven-foot wide parking space with a five-foot wide access aisle. The standard eight-foot parking space with adjacent eight-foot wide access aisle may be considered in some cases. Adjacent parking spaces shall not share a common access aisle. All access aisles shall be diagonally striped and shall be provided with a gradual transition to an accessible route to the on-site destination. Such spaces shall also measure 18 feet in length. Where such spaces overhang landscaped areas, spaces may be reduced in length by one and one-half feet.
 - b. The total number of accessible spaces may be distributed within a parking lot if greater accessibility is achieved in consideration of such factors as anticipated usage, number, and location of entrances, etc.
 - c. Accessible parking spaces shall be provided in accordance with the requirements of the table below.



Village of Schaumburg, Illinois

FIGURE 1

**PARKING LOT LAYOUT DIMENSIONS
FOR NINE FOOT STALL AT VARIOUS ANGLES**

Angle	30°	45°	60°	90°
A. Stall width, parallel to aisle	18.0	12.7	10.4	9.0
B. Stall length of line	34.1	25.0	22.0	18.5
C. Stall depth to wall	17.0	17.5	19.0	18.5
D. Aisle width between stall lines	12.0	13.0	16.0	24.0
E. Stall depth interlock	13.2	15.3	17.5	18.5
F. Module, wall to interlock	42.2	45.8	54.5	61.0 [C+D+E]
G. Module, interlocking	38.4	46.0	53.0	61.0 [2(E)+D]
H. Module, interlock to curb face	40.2	43.8	52.2	58.5 [F-1]
I. Bumper overhang (typical)	2.0	2.0	2.0	2.0
J. Aisle width, one-way	12.0	13.0	18.0	24.0
K. Aisle width, two-way	24.0	24.0	24.0	24.0

Notes:

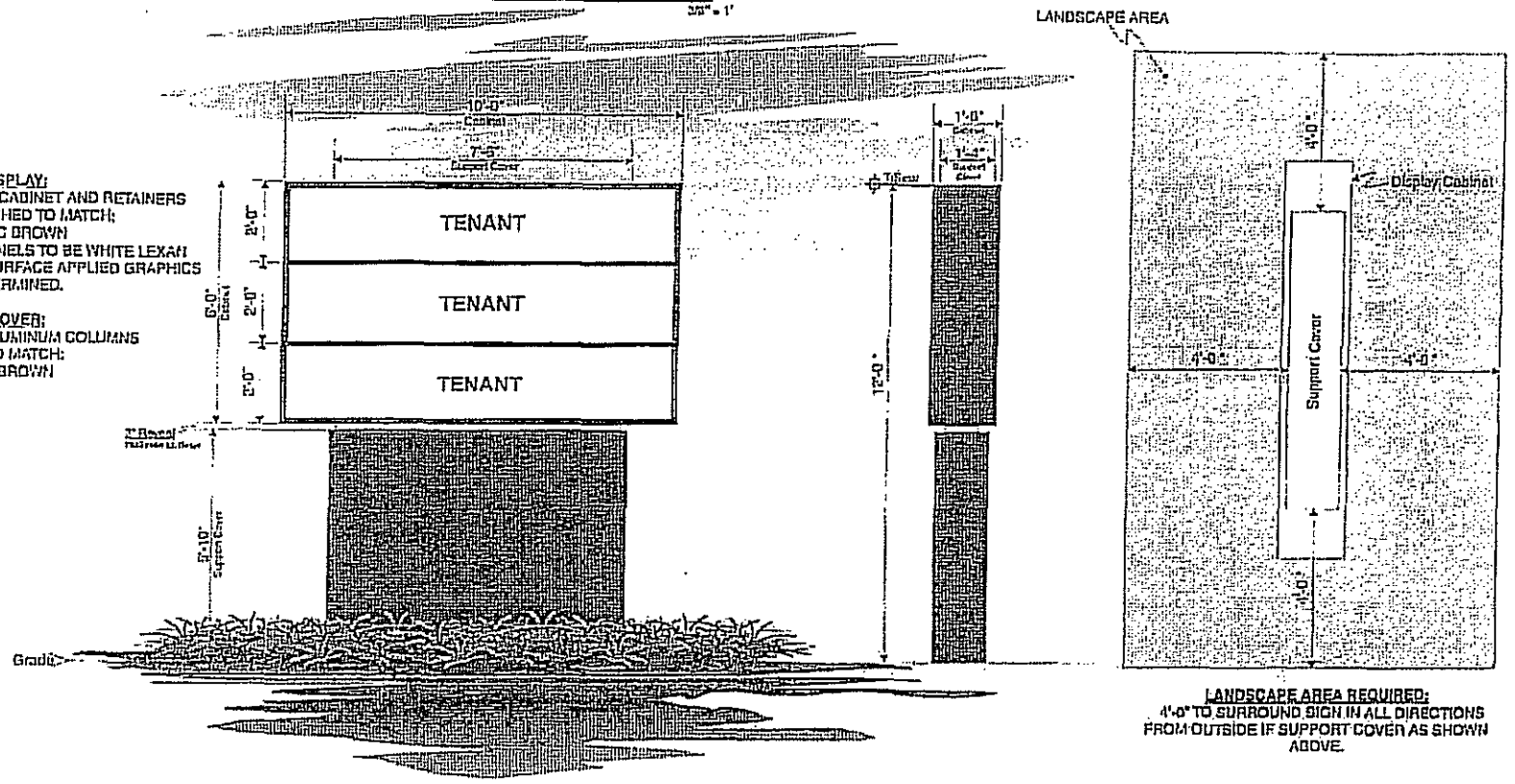
1. Parking lots shall be bordered by 6 inches of concrete barrier curb.
2. Ingress/egress driveways shall have 30 foot radii on all returns.
3. Concrete islands abutting 90 degree parking shall have 10 foot radii on returns.
4. Covered parking stalls for office uses, located in parking structures, shall not be less than 8.5 feet wide.
5. If a 2 foot bumper overhang is to be utilized, the parking stall length can be reduced to 16.5 feet. The 2 foot bumper overhang, however, cannot be a part of the required setback.
6. All 90 degree parking stalls for office and office/warehouse uses only may be reduced in width to 8.5 feet and in length to 18 feet.

(1) D/F H.O. Fluorescent Int. Illuminated Pylon Display

3/8" = 1'

TENANT DISPLAY:
ALUMINUM CABINET AND RETAINERS
TO BE FINISHED TO MATCH;
PMS #462C BROWN
TENANT PANELS TO BE WHITE LEXAN
W/ FIRST SURFACE APPLIED GRAPHICS
TO BE DETERMINED.

SUPPORT COVER:
FORMED ALUMINUM COLUMNS
FINISHED TO MATCH;
PMS #462C BROWN



LANDSCAPE AREA REQUIRED:
4'-0" TO SURROUND SIGN IN ALL DIRECTIONS
FROM OUTSIDE IF SUPPORT COVER AS SHOWN
ABOVE.

DOYLE

GENERAL SIGN CONTRACTORS

332 INDUSTRIAL RD. P.O. BOX 1062
ADDISON, IL 60101

630-243-6491
FAX 630-243-6493

DATE	REVISION

CUSTOMER APPROVAL: _____ DATE: _____

*This drawing is the original and shall be the only one used for construction. It is not to be photocopied, copied or in any way reproduced without the expressed written consent from an authorized officer of the Company. The rights in this drawing may be purchased.

Client Darion Plaza

Address MWC Route 83 & Kingsway Highway

CITY Darion STATE IL DESIGNER JRS SALESPERSON TD

Dwgs. NO. 11041 SCALE: Noted DATE: 07.16.2010 SHEET NO. 1 of 1

AGENDA MEMO
MUNICIPAL SERVICES
MEETING DATE: December 20, 2010

Issue Statement

PZC 2010-15: **Text Amendment, Zoning Ordinance:** To include “semi-truck, semi-trailer and bus sales lot” as a permitted use within the I-1 General Industrial District.

Applicable Regulations: Zoning Ordinance, Section 5A—9-4-3: I-1 General Industrial District, Permitted Uses.

General Information

Petitioner: City of Darien
 1702 Plainfield Road
 Darien, IL 60561

Planning Overview/ Discussion

Currently, within Darien, there is only one area zoned I-1 General Industrial. To the southeast of the I-55 and Cass Avenue interchange, the City’s public works facility along with the parcel immediately to the east, the trucking facility, are the only parcels zoned I-1.

The following table shows the permitted and special uses within the I-1 zoning district:

Permitted Uses	Special Uses
Abrasive manufacture	Accessory outdoor storage
Bakeries	Airports and heliports
Banks and financial institutions	Automobile service stations, repair facilities, and car washes used in conjunction with an automobile service station
Bottling companies	Car washes, drive-through (as a principal use)
Brick and structural clay products manufacture	Car wash, user operated (as a principal use)
Building materials and product sales and storage	Chemical processing and manufacture
Cartage and express facilities	Eating and drinking establishments
Civic buildings	Food manufacture, packaging and processing
Contractor and construction offices, shops and yards	Freight terminals

Permitted Uses	Special Uses
Dry-cleaning establishments and laundries	Grain storage and processing
Electronic and scientific precision instruments manufacture	Landfills
Electroplating	Paper products manufacture
Fuel and ice sales	Planned Unit Developments
Furniture, bedding and carpet manufacture	Public and private utility facilities
General manufacturing and wholesaling	Recreation and social facilities
Glass products production and sales	Stadiums, auditoriums and areas
Heavy machinery production	
Light machinery production	
Lithographing	
Machine shops	
Metal stamping	
Newspaper publishing	
Parking lots and garages	
Pottery and ceramics manufacture	
Printing and publishing establishments	
Radio and television stations and studios	
Schools, vocational or trade	
Stone products manufacture	
Warehousing, storage (including mini-storage) and distribution facilities	
Wearing apparel manufacture	
Woodworking	

Permitted uses area allowed by right. Special uses require City Council approval via a public hearing process, which includes consideration by the Planning and Zoning Commission.

The proposed text amendment would add “semi-truck, semi-trailer and bus sales lot” to the list of permitted uses.

Potentially, there is a business interested in locating on the property currently used by the trucking facility. This new to Darien business is interested in selling semi-trucks, trailers and buses. There is nothing in the Zoning Ordinance addresses this type of use.

If the text amendment is approved, the available locations for this use are currently limited based on the areas currently zoned I-1 within Darien. Any future parcels rezoned to the I-1 zoning district will require approval by the City Council via a public hearing process, which includes consideration by the Planning and Zoning Commission.

A text amendment amends the Zoning Ordinance. As such, a public hearing is required, with consideration by the Planning and Zoning Commission, and approval by the City Council.

Staff Findings/Recommendations

Staff recommends the Planning and Zoning Commission make the following recommendation to approve the proposed text amendment:

Based upon the submitted petition and the information presented, the request associated with PZC 2010-15 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition.

Municipal Services Committee – December 20, 2010

Staff will update the Committee on the Commission's recommendation.

Assuming both the Commission and the Committee recommend approval of the proposed text amendment, this matter will be considered by the City Council at their December 20, 2010, meeting.

Decision Mode

The Planning/Zoning Commission will consider this item at its meeting on December 15, 2010.
The Municipal Services Committee will consider this item at its meeting on December 20, 2010.

AGENDA MEMO
Municipal Services Committee
Re-Scheduled Meeting: December 20, 2010

Issue Statement

Approval of a resolution to enter into an engineering agreement with Christopher B. Burke Engineering for the 2011 Street Maintenance Program, in an amount not to exceed \$26,772.00.

Background/History

Attached, please find an engineering agreement with Christopher B. Burke Engineering for the 2011 Street Maintenance Program. The following roads have been slated for the 2011 Street Maintenance Program:

	STREET	LIMIT	LENGTH In Feet	WIDTH	RATING	LAST REHAB
1	Brewer Road	Grandview Ln to Alden Ln	2150	28	66	1995
2	Drover Lane	Parkview Dr to Burgess Ln	3930	28	66	1996
3	Hillside Lane	Meadow Ln to Woodvale Dr	1625	28	73	1996
4	Sandalwood Court	Beller Dr to Water Tower Ct	600	28	68	Annex
5	Fox Hill Place	Carriage Green Dr to Limit	720	25	67	1997
6	Kentwood Court	Creekside Lane to Limit	500	30	70	1998
7	Green Valley Road	Green Valley Ct to Wakefield Dr	2900	30	69	1995
8	Green Valley Court	Green Valley Rd to Limit	500	30	69	1995
9	Wakefield Drive	Green Valley Rd to Abbey Dr	1460	30	68	1996
10	Galway Court	Darien Club Dr to Limit	500	28	66	1996
11	Limerick Court	Darien Club Dr to Limit	600	28	68	1996
12	Kelly Court	Darien Club Dr to Limit	650	28	66	1997
13	72 nd Street	Fairview Ave to Gold Grove Pl	800	27	66	1992
14	69 th Street	Cass Ave to Clarendon Hills Rd	5280	28	66	1998
15	70 th Street	Richmond Ave to Clarendon Hills Rd	2760	28	68	1998
16	70 th Street CDS #1	70 th St to Limit	180	75	72	1998
17	70 th Street CDS #2	70 th St to Limit	180	75	73	1998
18	70 th Street CDS #3	70 th St to Limit	180	75	73	1998
19	Darien Lane	75 th St to Timber Ln	1060	28	70	1999
20	Evans Place	Elm St to Janet Ave	660	18	66	1997
21	Western Avenue	Plainfield Rd to 72 nd St	1400	18	66	1983
22	Richmond Ave	67 th St north to Limit	400	19	66	1996
23	High Ridge Ct	Richmond Ave to Limit	600	27	67	1997
24	Sleepy Hollow CDS	Sleepy Hollow Ln to Limit	200	35	67	1995
		Total	29835			
			5.65	Miles		

The proposed Engineering Agreement includes the following scope of services:

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

Total Engineering Cost for Task 1 - \$2,208.00

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

Total Engineering Cost for Task 2 - \$12,960.00

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

Total Engineering Cost for Task 3 - \$1,440.00

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

Total Engineering Cost for Task 4 - \$4,164.00

Task 5 - Sampling Analysis-Quality Assurance Quality Control - The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency, Testing Services Corporation. Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and material specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

Total Engineering Cost for Task 5 - \$6,000.00

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

Cost for Task 1-	\$ 2,208.00
Cost for Task 2-	\$12,960.00
Cost for Task 3-	\$ 1,440.00
Cost for Task 4-	\$ 4,164.00

Cost for Task 5- \$ 6,000.00

Total cost \$26,772.00

Funding for Engineering Services would be expended from the following line item of the FY11 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 10 BUDGET	YEAR TO DATE TO BE EXPENDED	PROPOSED EXPENDITURE
01-30-4325	CONSULTING PROFESSIONAL	\$ 54,000.00	\$ 21,616.00	\$ 26,772.00

Staff Recommendation

The Municipal Services Committee will be reviewing this item prior to the proposed budget meetings. The agreement allows the City Engineer to begin specifications early in the season with the intentions of the best pricing. This item will be placed under new business on the December 20, 2010 agenda with a recommendation to be forwarded by the Committee Chairman to the City Council.

The Bid Specifications will not be released until the Funds for the proposed program are approved by the City Council. If the program is reduced the engineering cost as proposed for some of the tasks will also be reduced.

Tentative Schedule

Description/Task	Completion Date
Prepare Bid Specifications	January 2011
Bid Due Date	January 2011
Committee Agenda Contract Review/Approval	January/February 2011
Council Agenda Contract Review/Approval	February 2011
Execute Contract	February 2011
Start Construction	Mid-May 2011
Completion	July 2011

Alternate Consideration

Not approving the agreement.

Decision Mode

This item will be placed on the December 20, 2010 City Council agenda in anticipation of the cancellation of the January 3, 2011, for formal approval.

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR ENGINEERING SERVICES BETWEEN THE CITY OF DARIEN AND CHRISTOPHER B. BURKE ENGINEERING, LTD. IN AN AMOUNT NOT TO EXCEED \$26,772.00 (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 execute a certain Agreement for Engineering Services between the City of Darien and Christopher B. Burke Engineering, Ltd., relating to 2011 Street Maintenance Program in an amount not to exceed \$26,772.00, a copy of which is attached hereto as "Exhibit A" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

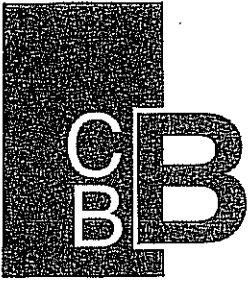
KATHLEEN MOESLE WEAVER, MAYOR

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

December 7, 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 2011 Road Program will consist of resurfacing for the following streets:

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

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

The total length of streets to be resurfaced for the project is approximately 29,835 feet (5.65 miles).

SCOPE AND FEE

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

Engineer IV \$138/hr x 16 hrs = \$2,208

TASK 2 – PREPARATION OF BID BOOKLET: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for a local letting (local funds only). The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL

will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

Engineer IV \$138/hr x 20 hrs	= \$ 2,760
Engineer I/II \$102/hr x 100 hrs	= <u>\$10,200</u>
	Total \$12,960

TASK 3 – COORDINATION MEETINGS: CBBEL has assumed that two coordination meetings will be required with the City regarding the projects.

Engineer IV \$138/hr x 2 meetings x 3 hrs	= \$ 828
Engineer I/II \$102/hr x 2 meetings x 3 hrs	= <u>\$ 612</u>
	Total \$1,440

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

Engineer IV \$138/hr x 4 hrs	= \$ 552
Engineer I/II \$ 102/hr x 6 hrs	= \$ 612
Direct Costs	= <u>\$3,000</u>
	Total \$4,164

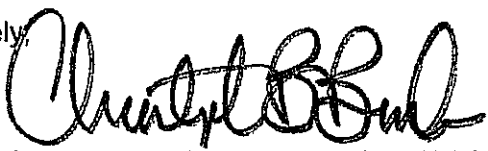
TASK 5 – SAMPLING ANALYSIS – QUALITY ASSURANCE QUALITY CONTROL: Sampling Analysis-Quality Assurance Quality Control-The following task is associated with Quality Assurance and Quality Control through the services of an outside independent agency Testing Services Corporation. The Testing Services Corporation will perform as per the requirements the services for assuring Quality Control and Quality Assurance. These services include but are not limited to road surface compaction requirements, and materials specifications as required. Field reports will be made available to the Public Works Superintendent and a formal copy will be forwarded to Christopher B. Burke Engineering.

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

Task 1	Field Reconnaissance	\$ 2,208
Task 2	Preparation of Bid Booklet	\$12,960
Task 3	Coordination Meetings	\$ 1,440
Task 4	Bidding Assistance	\$ 4,164
Task 5	Sampling Analysis – Quality Assurance/Quality Control	<u>\$ 6,000</u>
	NOT TO EXCEED	\$26,772

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 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, D.WRE, F.ASCE
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: _____

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
 <u>Direct Costs</u>	
Outside Copies, Blueprints, Messenger, Delivery Services, Mileage	Cost + 12%

*Charges include overhead and profit

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

Please note: In recognition of the economic challenges facing our clients, we have not increased our schedule of charges since January 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
Re-Scheduled Meeting December 20, 2010

ISSUE STATEMENT

A motion authorizing the urgent repairs and a Water Modeling Study and analysis on the 42-inch storm sewer adjacent to Clarendon Hills Rd, between 71st Street and 69th Street at a total cost not to exceed \$35,712.50, see attached Bid Tally-Summary labeled as Attachment 8.

A resolution accepting a proposal from Dawn Companies, Inc. for the jetting and video taping and the placement of a flowable-fill for the 42-inch storm sewer adjacent to Clarendon Hills Rd, between 71st Street and 69th Street at a cost not to exceed \$6,252.50 of the \$35,712.00 project cost.

A resolution accepting a proposal from Visu-Sewer of Illinois LLC for the placement of mechanical seals within the 42-inch storm sewer adjacent to Clarendon Hills Rd, between 71st Street and 69th Street at a cost not to exceed \$12,960.00 of the \$35,712.50 project cost.

A resolution accepting two quotes from Christopher B. Burke Engineering for the following services:

1. Conduct a FEQ Water Modeling Analysis- Not to exceed \$2,500
2. Determine optimal alternative analysis for remediation-Not to exceed \$5,000

BACKGROUND

Recently the City staff has identified 10-12 holes adjacent to the existing 42-inch storm sewer on Clarendon Hills Road between 71st Street and 69th Street. The holes were identified during a follow up regarding ongoing storm water flooding adjacent to 7013-7017 Clarendon Hills Road. The holes are a direct cause from failed joints within the 42-inch reinforced concrete storm sewer pipe. The City Engineer and staff have concluded that the sewer joints have failed due to ground shifting, and existing tar joints have eroded causing storm water to force its way through the pipe and blow out the ground as indicated within the attached pictures labeled as Attachments 1, 2 & 3.

During the staff's investigation it was identified that the 42-inch Clarendon Hills Road storm sewer was constructed in 1979 through 1980, and was designed to flow north from 71st Street to 69th Street then east from Clarendon Hills Road to Sawmill Creek, adjacent to the rear yards of the residences fronting Clarendon Hills Road and Brookbank Road. At the junction of 69th Street and the creek, the existing storm sewer is reduced to an 18-24 culvert metal pipe. The topography and infrastructure suggests that storm water was to flow bilaterally, north to Dale Basin via storm sewer and overland and south via storm sewer and overland. The City engineer and staff had identified a man made barrier, "baffle" located at 69th Street and Clarendon Hills Road that would significantly reduce storm water to flow from Maple Lane beyond 69th Street. Staff was unable to locate any plans or correspondence that called out for the baffle detail. An additional baffle was identified at Clarendon Hills Road and Maple Lane within the existing 24x36 culvert

metal pipe. During rain events the storm water is forced towards the baffle at 69th Street and prevents storm water to flow from Maple Lane towards the creek. The blockage of the storm water may also contribute to the blow holes adjacent to the sewer. See Attachment 4.

Staff is further requesting approval of a resolution accepting a proposal from Christopher B. Burke Engineering for a water modeling study to determine the optimal configuration of the storm sewer infrastructure, including the removal of the baffles. Please note the proposal from Christopher B. Burke Engineering does not include any final plans or permitting process that will be required from the County since the work is located within a floodplain, see Attachment 5. An additional proposal shall be brought forward pending the results of the modeling study. Staff has recently requested the County to complete the water modeling study at their expense and they have informed us that they would complete the study, at the end of summer 2011. See Attachments 6 and 7. Staff requests that the water modeling study task in the amount not to exceed \$2,500 be completed by Christopher B. Burke Engineering immediately. This would provide staff an opportunity to provide the alternatives and additional project costs for the FY11/12 Budget. Staff will also request a reimbursement in the amount of \$2,500 from the County.

Competitive quotes were requested for the urgent repairs and are attached and labeled as Attachment 8. The proposed expenditure would come from the Capital Projects Fund -Ditches Account No. 25-30-4376. The total estimated costs for the repairs are estimated not to exceed \$35,712.50 as per the attached schedule of prices. Please note Staff has included an estimate for the disposal of the spoils and a contingency in the amount of \$5,000.

COMMITTEE/STAFF RECOMMENDATION

A motion authorizing the urgent repairs on the 42-inch storm sewer adjacent to Clarendon Hills Rd, between 71st Street and 69th Street at a total cost not to exceed \$35,712.50.

A resolution accepting a proposal from Dawn Companies for the jetting and video taping and the placement of a flowable-fill for the 42-inch storm sewer adjacent to Clarendon Hills Rd, between 71st Street and 69th Street at a cost not to exceed \$6,252.50 of the \$35,712.50 project cost.

A resolution accepting a proposal from Visu-Sewer of Illinois LLC for the placement of mechanical seals within the 42-inch storm sewer adjacent to Clarendon Hills Rd, between 71st Street and 69th Street at a cost not to exceed \$12,960.00 of the \$35,712.50 project cost.

A resolution accepting two quotes from Christopher B. Burke Engineering for the following services:

1. Conduct a FEQ Water Modeling Analysis- Not to exceed \$2,500.00.
2. Determine optimal alternative analysis for remediation-Not to exceed \$5,000.00.

Any additional work that may be identified and not considered urgent will be forwarded for the FY11/12 Budget.

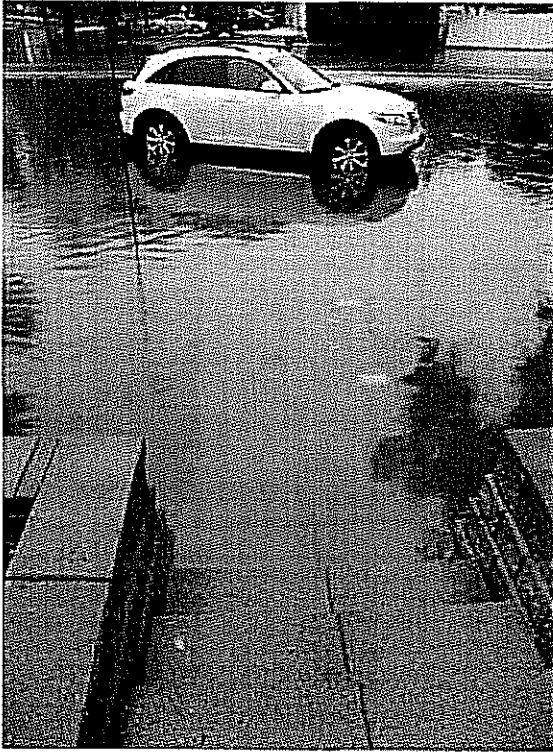
This item will be placed under new business on the December 20, 2010 City Council agenda with a recommendation to be forwarded by the Committee Chairman to the City Council.

ALTERNATE CONSIDERATION

Not complete the work and forward the project for FY11/12 funding consideration.

DECISION MODE

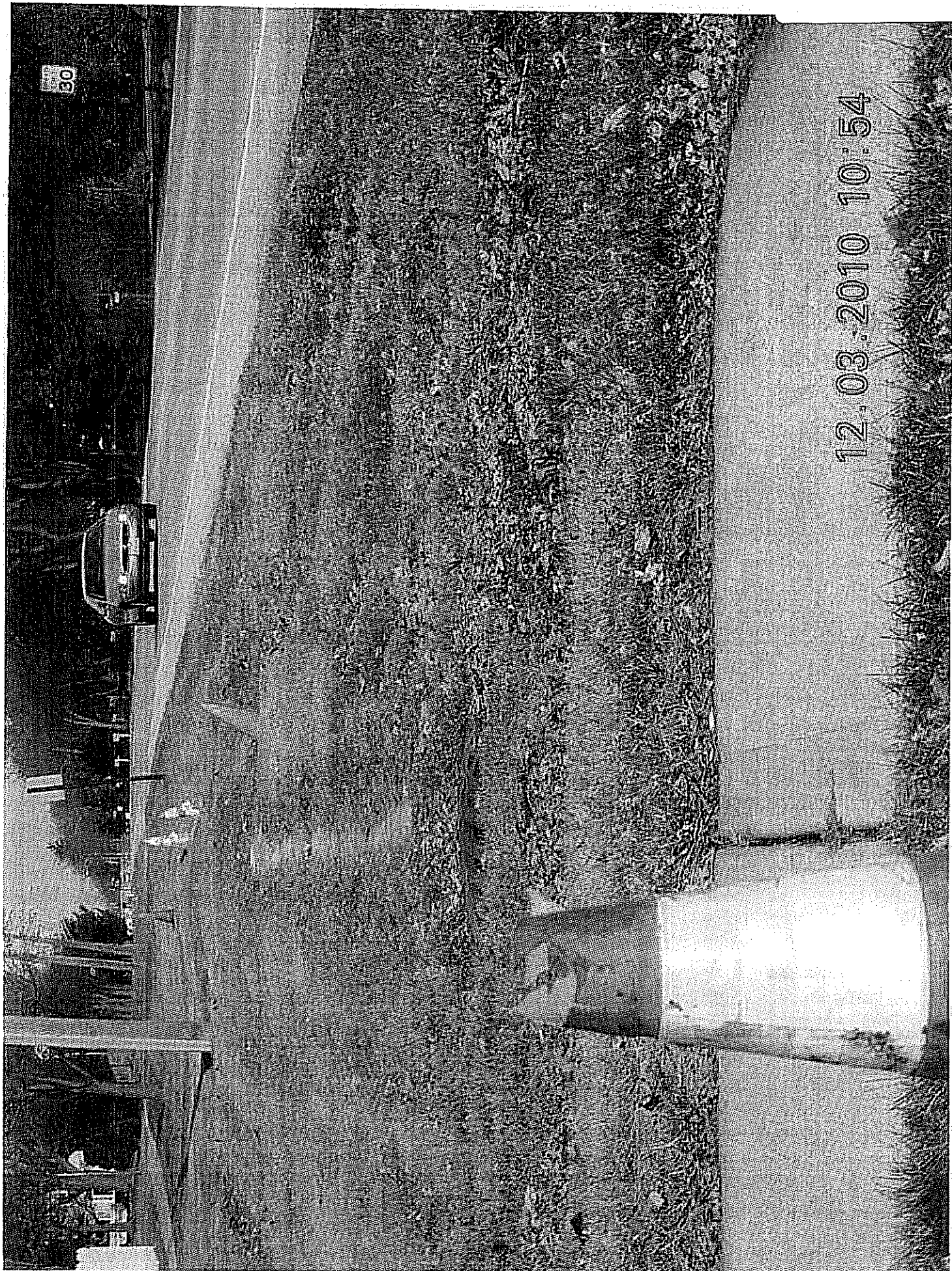
This item will be placed on the December 20, 2010 City Council agenda in anticipation of the cancellation of the January 3, 2011, for formal approval.



7017 CLAR. HILLS
RD

Rick (630) 220-4490

Aug 2013



12.03.2010 10:54



MEMORANDUM

DATE: September 14, 2010

TO: Dan Gombac

FROM: Daniel L. Lynch, PE, CFM

SUBJECT: Clarendon Hills Road Storm Sewer (71st to 69th)
(CBBEL Project No. 95-323H10)

As requested, we have obtained the DuPage County watershed model for Sawmill Creek to determine if it accurately reflects the current storm sewer configuration. Based on the site inspection you and I conducted, we found that at 71st Street, large diameter storm sewers go both north and south out of the same manhole, with the southerly pipe being considerably deeper than the northerly pipe. As the 42 inch diameter pipe continues north, there is a baffle in a manhole just south of 69th Street, which blocks flow until a surcharge condition is reached in the pipe. At Maple Lane, a large diameter storm sewer to the east toward the creek is bulkheaded, allowing water to only flow east through a "low-flow" pipe and 48"x12" box culvert. Our finding is that the model is based on flow only going south, and flow to the north and east is not considered. In order to alleviate flooding in this area, we suggest the following alternatives be evaluated after first updating the County FEQ model to accurately reflect existing conditions:

1. Remove or modify the baffle near 69th Street to allow water to flow in that direction toward the creek.
2. Remove or modify the bulkhead at Maple Lane to allow water to flow east toward the creek.
3. Reconstruct the storm sewer between Maple Lane and 71st Street to more easily allow water to flow south.
4. Some combination of the above three items.

It is important to model the alternatives under a full range of rainfall events to make sure that modifying the storm system does not adversely impact another area. This type of evaluation is required under the countywide stormwater ordinance.

We estimate that it will cost approximately \$2,000 to \$2,500 to update the model to accurately reflect the existing conditions, and an additional \$4,000 to \$5,000 to evaluate the various alternatives to determine the optimal configuration.

Please note that this does not include preparation of design drawings or permit submittals to DuPage County.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

DLG:gs
N:\DARIEN\95323H10\ADMIN\M1.091510.doc

N:\DARIEN\95323H10\ADMIN\M1.091510.doc



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



CITY OF DARIEN

In the County of DuPage and the State of Illinois
Incorporated 1969

November 3, 2010

DuPage County
Stormwater Management Division
421 N. County Farm Road
Wheaton, IL 60187

Attention: Christine Klepp

Subject: Sawmill Creek FEQ Model
(CBBEL Project No. 95-323H103)

Dear Ms. Klepp:

Over the last several weeks City staff has been working with our engineering consultant, Christopher B. Burke Engineering, Ltd. (CBBEL) to evaluate flooding in the area of Clarendon Hills Road and Maple Lane. As part of our efforts, we have found that the FEQ model routes all runoff from this intersection south in a storm sewer to 75th Street, then east to the creek. Recent field investigations have revealed that the water is actually split into three directions at this intersection. Although most of the flow may go south as modeled, water also flows north in a 42 inch storm sewer (which has a baffle at 69th Street) and east under Clarendon Hills Road to the creek.

We request that the FEQ model be updated to more accurately reflect actual field conditions. A copy of the engineering plans for the area is enclosed for your use.

If you have any questions, please feel free to contact me at (630) 353-8106.

Sincerely,

Daniel Gombac
Director of Municipal Services

Cc: Kathleen Weaver, Mayor
John Galan, Alderman Ward 2
Bryon Vana, City Administrator
Dan Salvato, Superintendent of Municipal Services
Dan Lynch, Christopher B. Burke Engineering, Ltd.

DLU/mc



**DU PAGE COUNTY
ECONOMIC DEVELOPMENT & PLANNING**

Robert J. Schillerstrom, County Board Chairman

BUILDING & ZONING ♦ ECONOMIC DEVELOPMENT ♦ ENVIRONMENTAL CONCERNS ♦ LAND USE ♦ STORMWATER MANAGEMENT
STORMWATER PERMITTING ♦ TRAILS ♦ TRANSIT PLANNING ♦ TRANSPORTATION PLANNING ♦ WETLANDS PROTECTION ♦ WORKFORCE DEVELOPMENT
421 N. County Farm Road (630) 407-6700 Phone
Wheaton, IL 60187 (630) 407-6702 Fax
www.dupageco.org/edp

December 3, 2010

Mr. Daniel Gombac
Director of Municipal Services
City of Darien
1702 Plainfield Road
Darien, IL 60581

RE: Sawmill Creek FEQ Model
(CBBEL Project No. 95-323H103)

Dear Mr. Gombac,

Thank you for your letter requesting assistance from the County to further refine the FEQ model of Sawmill Creek in the vicinity of Clarendon Hills Road and Maple Lane. As you may know, the re-mapping effort on Sawmill Creek is being funded by a grant from the Federal Emergency Management Agency (FEMA). Preliminary floodplain elevations for this watershed have already been submitted by our consultant and draft work maps are currently being prepared by our GIS staff. These work maps will be available for staff and consultant review in the next several days. While the FEQ model does not include the additional flow paths that you mention, we believe that the current model has been developed in sufficient detail to accurately depict the floodplain boundaries along Sawmill Creek. The County is willing to incorporate your requested changes, however, as it does not affect the final floodplain boundaries we are not able to incorporate them under our current workflow. No funding was allocated in our FY2011 budget that began on December 1st so this work will be performed in house. Modeling staff is currently engaged in several critical floodplain map updates and will not be able to incorporate this into our workflow until late summer 2011 at the earliest. We will advise you once resources become available.

Sincerely,

Christine M. Klepp, P.E.
Sr. Project Engineer
DuPage County Stormwater Management

CLARENDON HILLS STORM SEWER EMERGENCY REPAIR ANALYSIS

PHASE 1-JETTING AND TV			National Power Rodding		Scorpio Construction		DAWN Companies Inc.		Visu-Sewer of Illinois LLC		American Pipe Liners	
DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
JETTING AND TV	1,050	L.F.	\$ 10.66	\$ 11,193.00	No Bid		\$ 2.25	\$ 2,317.50	\$ 6.93	\$ 7,276.50	\$ 12.50	\$ 13,125.00
Provide Jet/Vac truck with TV van (per day)												
TOTAL PHASE 1 COST				\$ 11,193.00				\$ 2,317.50		\$ 7,276.50		\$ 13,125.00
PHASE 2-NON EVASIVE METHODOLOGY												
DESCRIPTION	QUANTITY	UNIT	UNIT COST	COSTS	UNIT COST	COSTS	UNIT COST	COSTS	UNIT COST	COSTS	UNIT COST	COSTS
REPAIR SEWER JOINTS-INTERNAL CRETEX BRAND QUANTITY- MINIMAL 9 MAXIMUM 15	12.00	EACH	\$ 1,600.00	\$ 19,200.00	No Bid		No Bid		\$ 1,080.00	\$ 12,960.00	No Bid	
TOTAL PHASE 2 COST A				\$ 19,200.00						\$ 12,960.00		
OR												
SLIP LINING - QUANTITY MINIMAL 300 LINEAL FEET MAXIMUM 500 LINEAL FEET	300.00	L.F.									\$ 290.00	\$ 87,000.00
TOTAL PHASE 2 COST B			No Bid		No Bid		No Bid		No Bid			\$ 87,000.00
OPTION												
FLOWABLE FILL-FIELD QUANTITY	20.00	C.Y.					\$ 196.75	\$ 3,935.00				
TOTAL PHASE 2 COST OPTION			No Bid		No Bid				No Bid		No Bid	
OR												
PHASE 3-EVASIVE METHODOLOGY												
EXCAVATE, GROUT, BACKFILL, REMOVAL OF EXCESS MATERIAL MINIMAL SHALL BE 9 MAXIMUM SHALL BE 15- CA-7 SHALL BE SUPPLIED BY CITY FOR BEDDING TO BOTTOM OF PIPE	12	EACH	No Bid		\$ 2,400.00	\$ 28,800.00	\$ 1,445.00	\$ 17,340.00	No Bid		No Bid	

CLARENDON HILLS STORM SEWER EMERGENCY REPAIR SUMMARY

NON EVASIVE METHODOLOGY				
DESCRIPTION	QUANTITY	UNIT	UNIT COST	COSTS
JET AND CAMERA -DAWN COMPANIES	1,030	L.F.	\$ 2.25	\$ 2,317.50
DEBRIS REMOVALCITY OF DARIEN	1	NOT TO EXCEED	\$ 4,000.00	\$ 4,000.00
SEAL MATERIAL & INSTALLATIONVISU SEWER OF ILLINOIS	12	EACH	\$ 1,080.00	\$ 12,960.00
BACKFILL MATERIAL FLOWABLE FILL -DAWN COMPANIES	20	C.Y.	\$ 196.75	\$ 3,935.00
SUB-TOTAL PROJECT COST				\$ 23,212.50
CONTINGENCY	1	NOT TO EXCEED	\$ 5,000.00	\$ 5,000.00
CBBEL WATER MODELING STUDY	1	NOT TO EXCEED	\$ 2,500.00	\$ 2,500.00
CBBEL WATER MODELING ANALYSIS	1	NOT TO EXCEED	\$ 5,000.00	\$ 5,000.00
TOTAL PROJECT COST				\$ 35,712.50

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM DAWN COMPANIES INC FOR THE JETTING, VIDEOTAPING AND THE PLACEMENT OF A FLOWABLE-FILL FOR THE 42-INCH STORM SEWER ADJACENT TO CLARENDON HILLS ROAD BETWEEN 71ST STREET AND 69TH STREET AT A COST NOT TO EXCEED \$6,252.50 OF THE \$35,712.50 PROJECT COST

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Dawn Companies Inc. for the jetting, videotaping and the placement of a flowable-fill for the 42-inch storm sewer adjacent to Clarendon Hills Road between 71st Street and 69th Street at a cost not to exceed \$6,252.50 of the \$35,712.50 project cost, attached hereto as "Exhibit A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

CLARENDON HILLS STORM SEWER EMERGENCY REPAIR ANALYSIS				
PHASE 1-JETTING AND TV				
DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST
JETTING AND TV	1,050	L.F.	\$ 2.25	\$ 2317.50
TOTAL PHASE 1 COST				\$ 2317.50
PHASE 2-NON EVASIVE METHODOLGY				
DESCRIPTION	QUANTITY	UNIT	UNIT COST	COSTS
REPAIR SEWER JOINTS-INTERNAL CRETEX BRAND QUANTITY- MINIMAL 9 MAXIMUM 15	12.00	EACH		No Bid
TOTAL PHASE 2 COST A				
OR				
SLIP LINING - QUANTITY MINIMAL 300 LINEAL FEET MAXIMUM 500 LINEAL FEET	300.00	L.F.		No Bid
TOTAL PHASE 2 COST B				
OPTION				
FLOWABLE FILL-FIELD QUANTITY	20 50.00	C.Y.	\$ 196.75	\$ 9825.00 613935.00
TOTAL PHASE 2 COST OPTION			10 yard Minimum	
OR				
PHASE 3-EVASIVE METHODOLGY				
EXCAVATE, GROUT, BACKFILL, REMOVAL OF EXCESS MATERIAL MINIMAL SHALL BE 9 MAXIMUM SHALL BE 15-CA-7 SHALL BE SUPPLIED BY CITY FOR BEDDING TO BOTTOM OF PIPE	12	EACH	\$1445.00	\$ 17340.00
ALL UNITS WILL BE PAID BASED ON ACTUAL UNITS-NO EXCEPTIONS				
Company Name:	Dawn Companies Inc.			
Address:	1602 Workers Court , Joliet , Illinois			
Submitted By:	Brian J Brooks			
Date:	12 -13 -10			
Telephone Number:	815-723-7000 *12			
Mobile Telephone Number	815-693-6618			
Fax Number:	815-723-7007			
E-mail Address:	Brian@Dawninc.us			
Authorized Signature:				

GROUT - FILL
NOT AN
ACCEPTABLE
METHOD

Rj Bl

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A PROPOSAL FROM VISU-SEWER OF ILLINOIS LLC FOR THE PLACEMENT OF MECHANICAL SEALS WITHIN THE 42-INCH STORM SEWER ADJACENT TO CLARENDON HILLS ROAD BETWEEN 71ST STREET AND 69TH STREET AT A COST NOT TO EXCEED \$12,960.00 OF THE \$35,712.50 PROJECT COST

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

SECTION 1: The City Council of the City of Darien does hereby accept a proposal from Visu-Sewer of Illinois LLC for the placement of mechanical seals within the 42-inch storm sewer adjacent to Clarendon Hills Road between 71st Street and 69th Street at a cost not to exceed \$12,960.00 of the \$35,712.50 project cost, attached hereto as "Exhibit A".

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

CLARENDON HILLS STORM SEWER EMERGENCY REPAIR ANALYSIS					
PHASE 1-JETTING AND TV					
DESCRIPTION	QUANTITY	UNIT	UNIT COST	TOTAL COST	
JETTING AND TV	1.050	L.F.	693	7276.50	
TOTAL PHASE 1 COST				7276.50	
PHASE 2-NON EVASIVE METHODOLOGY					
DESCRIPTION	QUANTITY	UNIT	UNIT COST	COSTS	
REPAIR SEWER JOINTS-INTERNAL ORFLEX BRAND QUANTITY: MINIMAL 9 MAXIMUM 12	12.00	EACH	\$1080.00	\$12,960	
TOTAL PHASE 2 COST A				\$12,960	
OR					
REPAIR JOINTS QUANTITY: MINIMAL 300 LINEAL FEET MAXIMUM 500 LINEAL FEET	300.00	L.F.		N/A	
TOTAL PHASE 2 COST B				N/A	
OPTION					
FLOWABLE FILL-FIELD QUANTITY	50.00	C.Y.		N/A	
TOTAL PHASE 2 COST OPTION				N/A	
OR					
PHASE 3-EVASIVE METHODOLOGY					
EXCAVATE, GROUT, BACKFILL, REMOVAL OF EXCESS MATERIAL MINIMAL 50ALF, MAXIMUM SHALL BE 15-CA-7 SHALL BE SUPPLIED BY CITY FOR HEDDING TO BOTTOM OF PIPE	12	EACH		N/A	

ALL UNITS WILL BE PAID BASED ON ACTUAL UNITS-NO EXCEPTIONS

Company Name:	VISA-SEWER OF ILLINOIS
Address:	5014 S. THOMAS AVE. BRIDGEVIEW IL 60455
Submitted By:	Tom Woods
Date:	12/13/10
Telephone Number:	708-237-0340
Mobile Telephone Number:	708-595-6336
Fax Number:	708-237-0360
E-mail Address:	twoods@visa-sewer.com
Authorized Signature:	<i>Thomas Woods</i>

RESOLUTION NO. _____

A RESOLUTION ACCEPTING A QUOTE FROM CHRISTOPHER B BURKE ENGINEERING LTD TO CONDUCT A FEQ WATER MODELING ANALYSIS – NOT TO EXCEED \$2,500.00 AND TO ACCEPT A QUOTE TO DETERMINE OPTIMAL ALTERNATIVE ANALYSIS FOR REMEDIATION – NOT TO EXCEED \$5,000.00

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

SECTION 1: The City Council of the City of Darien does hereby accept a quote from Christopher B Burke Engineering Ltd. to conduct a FEQ Water Modeling Analysis – not to exceed \$2,500.00 and to accept a quote to determine optimal alternative analysis for remediation – not to exceed \$5,000.00, attached hereto as “Exhibit A”.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of December, 2010.

KATHLEEN MOESLE WEAVER, MAYOR

ATTEST:

JOANNE F. COLEMAN, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

MEMORANDUM

DATE: September 14, 2010
TO: Dan Gombac
FROM: Daniel L. Lynch, PE, CFM
SUBJECT: Clarendon Hills Road Storm Sewer (71st to 69th)
(CBBEL Project No. 95-323H10)

As requested, we have obtained the DuPage County watershed model for Sawmill Creek to determine if it accurately reflects the current storm sewer configuration. Based on the site inspection you and I conducted, we found that at 71st Street, large diameter storm sewers go both north and south out of the same manhole, with the southerly pipe being considerably deeper than the northerly pipe. As the 42 inch diameter pipe continues north, there is a baffle in a manhole just south of 69th Street, which blocks flow until a surcharge condition is reached in the pipe. At Maple Lane, a large diameter storm sewer to the east toward the creek is bulkheaded, allowing water to only flow east through a "low-flow" pipe and 48"x12" box culvert. Our finding is that the model is based on flow only going south, and flow to the north and east is not considered. In order to alleviate flooding in this area, we suggest the following alternatives be evaluated after first updating the County FEQ model to accurately reflect existing conditions:

1. Remove or modify the baffle near 69th Street to allow water to flow in that direction toward the creek.
2. Remove or modify the bulkhead at Maple Lane to allow water to flow east toward the creek.
3. Reconstruct the storm sewer between Maple Lane and 71st Street to more easily allow water to flow south.
4. Some combination of the above three items.

It is important to model the alternatives under a full range of rainfall events to make sure that modifying the storm system does not adversely impact another area. This type of evaluation is required under the countywide stormwater ordinance.

We estimate that it will cost approximately \$2,000 to \$2,500 to update the model to accurately reflect the existing conditions, and an additional \$4,000 to \$5,000 to evaluate the various alternatives to determine the optimal configuration.

Please note that this does not include preparation of design drawings or permit submittals to DuPage County.

If you have any questions or would like to further discuss this letter, please do not hesitate to contact me.

DLL/gjs
N:\DARIEN\95323H10\ADMIN\M1.091510.doc

N:\DARIEN\95323H10\ADMIN\M1.091510.doc



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
November 22, 2010**

PRESENT: Chairperson Joseph Marchese, Alderman John Galan, Alderman Ted Schauer, Dan Gombac-Director, Michael Griffith – Senior Planner, Elizabeth Lahey-Secretary

ABSENT: None

OTHERS: Alderman John Poteraske, Robert Scatena, Greg Spiers, Kara Allard, Frank Mocerino- Web Q & A

Chairperson Marchese called the Municipal Services Committee meeting to order at 6:30 p.m. at City Hall - Conference Room, Darien, Illinois and declared a quorum present.

NEW BUSINESS

A. Discussion – Review maintenance regarding storm sewers, detention and retention basin infrastructure within private developments.

Mr. Dan Gombac, Director presented the staff report. He reported that Mayor Weaver requested the Committee to review practices regarding maintenance procedures for storm sewers, detention and retention basin infrastructure within private developments. He stated that recently, Mr. Robert Scatena, Board Member for the Sawmill Creek Homeowners Association 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.

Mr. Gombac presented the Committee with two proposals. Proposal A: To maintain the current level of service and allow staff to contact, evaluate, identify, consult and provide vendors to the property owners and if there is a threat to a structure or public safety concern that City staff will correct the deficiency and invoice the property owner. Proposal B: Provide a cost share program that will allow the City to contribute financially an amount not to exceed \$5,000 and that the level of participation would require that the parties involved would be responsible for the costs. Outlots would pay \$1,000, Multi-Family \$2,500 and Commercial - \$3,000.

Mr. Gombac reported that all work exceeding the City's financial share would be the responsibility of the property owner and that the City would entertain the proposal, execute the proposal, and schedule all work and restoration. If there is a threat to a structure or public safety concern the City staff would correct the deficiency and invoice the property owner per the proposed cost share. Mr. Gombac further reported that this would require a new budget line item and budget approval. Proposal C: Staff would contact, evaluate, identify, consult, entertain the proposals, execute the proposal and schedule all work and restoration at the property owner/s expense. Prior to the execution of the proposal, the City must receive funds in the full amount from the property owner or Association.

Mr. Gombac stated that staff is recommending Proposal B.

Chairperson Marchese stated that when he was on the Administrative/Finance Committee that Thistlewood served as a good tool for this discussion. He stated that this would be setting a precedent and a procedure to deal with it.

Alderman Galan stated that this would be treated similar to a rear yard drainage practice. He stated that it was a good methodology and that he is leaning towards Proposal B.

Alderman Schauer agreed and that the City would be setting a precedent. He stated that the best route is setting a cap to the City.

Chairperson Marchese stated that Proposal B mimics what is already done with rear yards.

Alderman Poteraske was in the audience. He questioned if this would include sanitary sewers.

Mr. Gombac stated that this did not include sanitary sewers and that the designated Sanitary District controls them.

Mr. Greg Spiers, Property Manager stated that they are taking in upstream water from the street.

Mr. Gombac stated that the subdivision was built in phases and the topography suggested that all storm water did flow towards the development. Illinois drainage law further states that the downstream recipient must accept upstream water, and the practice was not uncommon.

Chairperson Marchese stated that there is an issue with stagnant water gathering because of obstruction and blockage in the pipe regardless of where the water is coming from.

Alderman Galan questioned if there was City money available.

Mr. Gombac stated that this would be presented at the budget meeting in January. He stated that there is no funding for this program but that he would propose \$20,000.

Mr. Gombac informed the committee of the root problem in the existing pipe and informed the Committee that a preliminary cost for repairs would be \$6,500 to \$10,000.

Mr. Scatena stated that the situation is getting worse and that the resident has been very patient.

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

Mr. Spiers stated that the Homeowners Association could front the money and the City could reimburse the Association when the money is available.

Mr. Scatena thanked the City and Mr. Gombac for his hard work.

Alderman Schauer made a motion and it was seconded by Alderman Galan to approve the adoption of Proposal B as presented.

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

Chairperson Marchese announced that this would be forwarded to the City Council on Monday, December 6th.

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.

Mr. Dan Gombac, Director reported that Mr. Manos phoned and stated that he had a conflict and would not make the meeting.

Mr. Michael Griffith, Senior Planner presented the staff report. He stated that the petitioner is seeking 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. He reported that the petitioner seeks to increase the number of parking stalls by reducing the stall width but that the remaining stalls will be 10-foot wide stalls.

Mr. Griffith reported that the stalls were restriped less than 10 ft. and that the City received a complaint.

Alderman Galan stated that Mr. Manos has spent a significant amount of money in Brookhaven. He stated that there is never a problem getting in parking spaces and that he would like to change the variance for the entire shopping center.

Alderman Schauer stated that having him restripe would hurt business in Darien.

Alderman Poteraske was in the audience and stated that he has worked with Mr. Manos on many issues.

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

Alderman Galan made a motion and it was seconded by Alderman Schauer recommending approval of a minor PUD amendment to reduce the required parking stall widths from 10 feet to 9 feet for Brookhaven Plaza PUD, 7516 Cass Avenue for the entire parking lot.

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

Chairperson Marchese announced that this would be forwarded to the City Council on Monday, December 6th.

C. Discussion – Benefits of the Web Q & A Building Services Module service versus current Office building permitting procedures.

Mr. Dan Gombac, Director reported that staff has been working with the Web Q & A Staff in piloting a Building Permit Program. He introduced the Web Q & A representatives Ms. Kara Allard and Mr. Frank Mocerino. Mr. Gombac reported that Web Q & A has been in business for the past 10 years and are out of Woodridge. Mr. Gombac stated that the program is not in the budget and that the current pilot program will terminate in April.

Ms. Mary Wintermute, City staff stated that she has been working on the Web Q & A. She stated that anyone can access the system. She stated that the system allows her to access information readily. She further stated that the old system is cumbersome and permits get stagnant because tracking is done via paper.

Alderman Galan questioned who maintains the database.

Mr. Frank Mocerino, Customer Support Specialist stated that they back up the system through a secure offsite internet server connection.

Chairperson Marchese asked what other modules are available.

Mr. Mocerino stated that Lemont and Westmont currently use a similar system to track code enforcement violations.

Chairperson Marchese asked staff how many permits are there yearly.

Ms. Wintermute stated that there are approximately 450 permits per year and the program will save many man hours from various data entry. She stated that everyone in the front office is trained on the current Web Q & A and would allow any staff member to access the proposed program.

Alderman Galan stated that he was very supportive of this program

Mr. Gombac reported that the cost is \$425.00 per month for a total of \$5,300 per year with a return on investment realized through the elimination of multi entries and steps for a permit process. He stated that saving 15 minutes per day costs approximately \$8,500.

Chairperson Marchese stated that the savings in staff hours equates to a savings.

Alderman Galan stated that the City would be stepping backwards by going back to the old system after the pilot program is expired.

Alderman Schauer stated that he agreed.

Mr. Gombac also introduced the technology to pay online and presented a fee schedule. The pay cost for the first year would be a \$1,700 set up fee and 2% user fee.

Mr. Mocerino explained that the 2% fee is used to recuperate costs. He explained that any department collecting cash could be added to the system but that there would be a cost for development of the program.

Chairperson Marchese stated that he supported the program as recommended. He asked that staff work with Web Q & A on how to recuperate convenience charges and costs for taking information from the old system.

The Committee requested Staff to forward the proposed program for FY11/12 budget consideration.

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

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.

Mr. Dan Gombac, Director reported that approval of this resolution is to authorize 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. He reported that the money is budgeted.

Mr. Gombac further stated that this item would allow staff to evaluate the cores and present a cost estimate for the 2011 paving maintenance.

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 approve 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.

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

E. Resolution – Illinois Department of Transportation (IDOT) Resolution authorizing expenditures to balance with the Illinois Department of Transportation Motor Fuel Tax (MFT) audit reviews.

Mr. Dan Gombac, Director reported that this resolution authorizes expenditure adjustments to balance with the Illinois Department of Transportation Motor Fuel Tax (MFT) audit reviews. He reported that staff reviewed the audits and replied with a response, provided signatures and prepared the IDOT resolutions.

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

Alderman Schauer made a motion and it was seconded by Alderman Galan to approve A RESOLUTION AUTHORIZING EXPENDITURES TO BALANCE WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION MOTOR FUEL TAX (MFT) AUDIT REVIEWS.

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

F. Resolution – Modify an Intergovernmental Agreement to sell meter readings to DuPage County for billing purposes.

Mr. Dan Gombac, Director presented the staff report. He reported that DuPage County currently reads meters for the sewer system and for water billing for the City. Mr. Gombac reported that

staff investigated the potential to read meters by purchasing equipment and hiring four part-time employees to read meters with mileage reimbursed through their own vehicle. He reported that DuPage County recently conducted a rate study to determine the fair share contribution they were receiving from partnering municipalities. He stated that from the study that the County increased the contribution from \$40,000 to \$150,000 of which \$54,816 is the County cost to read the meters and remainder for billing and collections.

Mr. Gombac stated that instead of paying \$54,816 the City would forgo the payment and complete a task with a net cost to the City in the amount of \$27,177.60 in the first year, and approximately \$1,000.00 in the subsequent years. He reported that the City would realize a cost savings of \$81,476.80 after two years of conducting the program.

Mr. Gombac stated that Staff is looking at alternatives for meter reading and billing such as an automated meter reading system.

Chairperson Marchese stated that the City has no other option at this time but to pay the County the \$150,000.

Alderman Poteraske was in the audience. He stated that the City is getting a bad deal.

Chairperson Marchese recommended forwarding a letter to DuPage County from the Mayor and City Administrator with the City's displeasure and objection and that this is presented at the City Council Meeting and published in the newspaper.

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

Alderman Galan made a motion and it was seconded by Alderman Schauer objecting to the Intergovernmental Agreement with a letter objecting to the fees associated with it.

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

G. Minutes – October 25, 2010 Municipal Services Committee

Alderman Galan made a motion and it was seconded by Alderman Marchese to approve the October 25, 2010 Municipal Services Committee Meeting Minutes.

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

DIRECTOR'S REPORT

- a. **Snow Operations Update** – Mr. Gombac reported that staff is preparing a snow route catalog.
- b. **Water Plant Maintenance Projects** – Mr. Gombac reported that the plant has a new façade and that an adjustment has been made to the water fund.
- c. **Salt Storage Facility Update** – Mr. Gombac reported that the EPA mandates all construction sites and \$2,200 was spent to remove arsenic in the dirt and put in new dirt. He reported that the contaminated soil was brought to a landfill.

NEXT MEETING

Chairperson Marchese announced that the next scheduled meeting will be rescheduled to be held on Tuesday, December 28, 2010 at 6:30 p.m.

ADJOURNMENT

There being no other business before the Committee, Alderman Marchese made a motion and it was seconded by Alderman Galan to adjourn. Upon voice vote, **THE MOTION CARRIED** unanimously and the meeting adjourned at 8:56 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

Elizabeth Lahey
Secretary

Joseph Marchese
Chairperson

John Galan
Alderman

Ted Schauer
Alderman

SUBURBAN CONCRETE, INC.

Full MS. Com. Dec 28

DIVISIONS REPORT

(847) 837-8805

FAX (847) 837-8827

21227 W. COMMERCIAL DR. #B
MUNDELEIN, IL 60060
Ph. 847-837-8805

NOVEMBER 30, 2010

Mr. Dan Gombac
City of Darien
1702 Plainfield Rd
Darien IL 60561

RE: 2010 Extension into 2011 Program

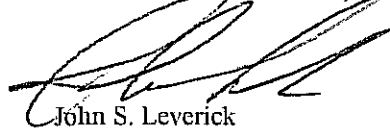
Dear Mr. Gombac

Per our conversation, we are pleased to offer the **City of Darien and Darien residents** a **Contract Extension** of the 2010 Sidewalk Replacement Program for the 2011 season. Suburban Concrete, Inc. is offering **NO INCREASE**. Suburban Concrete has secured prices with all our suppliers for the Darien concrete program and to **save the City of Darien and Darien Residents money for 2011 season**. Do to the passed bid results of Suburban Concrete has given the City of Darien extremely competitive pricing and we feel it is the best option for the City. Also it gives the City time to schedule the program knowing the price and knowing what work you can complete.

If this meets with your approval, please contact our office as soon as possible so that we may schedule this work accordingly. If you have any questions or need additional information, please contact my office.

Sincerely,

SUBURBAN CONCRETE, INC.



John S. Leverick
President

COMMERCIAL/OFFICE/INDUSTRIAL AVAILABLE SPACE

Property Name	Use	Street #	Street Name	Owner	Contact Information	Total Sq. Ft.	Available Sq. Ft.
Republic Bank	Office	1510	75th St.	Republic Bank of Chicago	2221 Camden Ct, Oak Brook, IL 60523, 630.330.7849	2000	2000
Mi Hacienda / carpet store	Commercial, retail	2601	75th St.	Enrique Rodriguez	2601 75th St, Darien, IL 60561	6300	0
Darien Towne Centre (excluding Wal-Mart, Aldi, Harris Bank, Citibank)	Commercial, retail	2101-2189	75th St.	Inland Southeast Darien, LLC	Alexandra Jagman, PO Box 9273 Oak Brook IL 60522; 630.368.2399; jagman@inland-western.com	223694	38952
Marketplace at Darien	Commercial, retail	2415-2445	75th St.	Ken Koranda	John Smart, 3170 River Rd Des Plaines IL; 847.297.2200; jsmart@arthurjrogers.com	32000	3400; 2887; 2467;
Crossroads of Darien (retail)	Commercial, retail	2805-2819	83rd St.	Group Ten Development LLC	Michelle Lyen, 7820 Graphics Drive #105 Tinley Park IL 60477; 708.873.5540; michelle@networkregroup.com	14000	2458
Jewel-Osco/Sears Outlet Center	Commercial, retail	7409	Cass Ave.	Darien Associates	Phillip Sturtevant, 91 Hunt Trail Barrington IL 60010; 847.381.9092	51400	7000
Heritage Plaza	Commercial, retail	7515	Cass Ave.	City of Darien	Scott Coren, 1702 Plainfield Road; 630.852.5000; scoren@darien.il.us	15600	3400

COMMERCIAL/OFFICE/INDUSTRIAL AVAILABLE SPACE

Property Name	Use	Street #	Street Name	Owner	Contact Information	Total Sq. Ft.	Available Sq. Ft.
Brookhaven Plaza	Commercial, retail	7516	Cass Ave.	Jemco & Associates	John Manos, 242 Bunting Lane, Bloomingdale IL; 630.686.0600; jmanos@worldnet.att.net	110000	3300; 1900; 1500; 1400;
Darien Business Center	Office	7955	Cass Ave.	NNN Darien Business Center	Jason Streepy; 847.655.8436; jason.streepy@grubb-ellis.com	76163	18866
Darien Plaza	Commercial, retail	8105	Cass Ave.	LAD Properties III, LLC	Matt Smetana, 2215 York Rd Suite 503 Oak Brook, IL 60523; 630.572.5632; msmetana@edgemarkllc.com	28182	4800
Shukis Office Building	Office	8110	Cass Ave.	North Star Trust Co	500 W. Madison St, #3150, Chicago, IL 60661	6200	6200
Darien Business Center	Office, light industrial	8141	Cass Ave.	Triple Net Property	Jason Streepy; 847.655.8436; jason.streepy@grubb-ellis.com	21600	4515; 8145; 1750; 1370;
Darien Business Center	Office, light industrial	8205	Cass Ave.	Triple Net Property	Jason Streepy; 847.655.8436; jason.streepy@grubb-ellis.com	58800	13008, divisible to 6203

COMMERCIAL/OFFICE/INDUSTRIAL AVAILABLE SPACE

Property Name	Use	Street #	Street Name	Owner	Contact Information	Total Sq. Ft.	Available Sq. Ft.
Chestnut Court	Commercial, retail	7511	Lemont Rd.	Inland Real Estate Corp	TJ Summers, 2901 Butterfield Rd Oak Brook IL 60523; 877.206.5656	170027	61095
Darien Corporate Center (Rockwell)	Industrial, light	8245-55	Lemont Rd.	Equities Venture Crop XI	Anthony DeAngelis, PO Box 1746 Lombard IL 60148; 630.218.5773; deangelis@midwestequities.com	194000	94336; 14844; 10034;
1000 N. Frontage Rd.	Industrial, light	1000	N. Frontage Rd.	Re-Port, LLC	Paul Schoenbeck, 1000 N. Frontage Rd, Darien, IL 60561; 630.434.7000	15000	10000
1535 N. Frontage Rd.	Zoned office	1535	N. Frontage Rd.	Loretta Jopek	Andrew J. Polivka, 700 Commerce Drive, 5th Floor, Oak Brook, Illinois 60523; 630.288-2507	.81 acres	.81 acres
Hinsbrook Center (retail)	Commercial, retail	737	Plainfield Rd	Republic Bank - Chicago, Trust #12	6501 S. Pulaski Road, Chicago IL 60629	15000	1200
Plainfield Office Buildings	Office	1430-1510	Plainfield Rd	Michael DiBenedetto	Michael DiBenedetto, 2 Victoria Court, Oak Brook, IL 60523; 630.963.4488	28000	12768
Darien Place	Commercial, retail	6800	Rt. 83	Harry Haralampopoulos	Sandy Harris, PO Box 351, Westmont, IL 60559; 630.920.0992	8800	1100
8408 Wilmette	Industrial, light	8408	Wilmette Ave.	Gjsk Company	8408 Wilmette Ave, Darien	12075	4000