

AGENDA
****RESCHEDULED MEETING****
Municipal Services Committee
November 20, 2023
6:15 p.m. – Council Chambers

- 1. Call To Order & Roll Call**
- 2. Establishment of Quorum**
- 3. Old Business**
- 4. New Business**
 - a. [PZC2023-07](#) - Electric Vehicle (EV) Charging Stations- Zoning Text Amendment
 - b. [Resolution](#) - Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2024 Street Maintenance Program, in an amount not to exceed, in an amount not to exceed \$36,350.00.
 - c. [Resolution](#) - Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2024 Street Maintenance Program, in an amount not to exceed \$10,000.00.
 - d. Minutes – [September 25, 2023](#) Municipal Services Committee
[October 23, 2023](#) Municipal Services Committee
[October 30, 2023](#) Municipal Services Committee
[November 1, 2023](#) Municipal Services Committee
- 5. Director’s Report**
- 6. Next Scheduled Meeting – December 27, 2023**
- 7. Adjournment**

AGENDA MEMO
MUNICIPAL SERVICES COMMITTEE
NOVEMBER 20, 2023

CASE

PZC2023-07

Electric Vehicle (EV) Charging Stations – Zoning Text Amendment

ORDINANCE**ISSUE STATEMENT**

Petition from the City of Darien to amend the zoning ordinance (i.e. text amendment) to create a section regulating Electric Vehicle (EV) charging stations.

ATTACHMENTS

- 1) **ORDINANCE REVISIONS**
- 2) **OTHER MUNICIPAL ORDINANCES**
- 3) **ZONING SECTION 5A-2-2-5(G): STANDARDS FOR AMENDMENTS**

BACKGROUND/OVERVIEW

In late 2022, ComEd and the Metropolitan Mayors Caucus announced an inaugural cohort of communities participating in an EV Readiness Program, a unique initiative launched to help local governments prepare to meet the growing demand for Electric Vehicles (EVs) and charging infrastructure. Funded in part with a \$225,000 commitment from ComEd, the EV Readiness Program is meant to help communities streamline policies and implement best practices for safe and effective regional transportation electrification. Through the Readiness program ComEd is working with communities across the region in preparing them to meet sustainability and EV adoption goals.

With the City being an inaugural cohort community, a focus on policy development related to EV infrastructure, permitting/zoning, safety, and community engagement is vital. Free technical assistance and training in a variety of critical areas are available during the process of working toward becoming designated an “EV Ready Community.” A key component of this designation pertains to zoning standards regulating EV charging infrastructure.

The City’s current zoning regulations are silent on EV infrastructure, so staff developed revisions (attached) to the zoning ordinance pertaining to EV charging stations. After Municipal Services Committee review, the City Council made a motion on August 21, 2023, to recommend the ordinance revisions to the Planning and Zoning Commission for public hearing.

NOTE: In addition to the attached revisions document and approval ordinance, note the other municipal ordinances used/researched in order to formulate the text amendment and the standards that are to be considered for deciding on the case.

PZC MEETING – 10/04/2023

The Planning and Zoning Commission reviewed this petition at its October 4, 2023 public hearing. Staff as the petitioner provided an overview of the case. **The Planning and Zoning Commission**

determined the case met the standards for amendments and forwarded the case with a favorable recommendation to the Municipal Services Committee with a vote of 8-0.

STAFF RECOMMENDATION

Staff recommends approval of the proposed ordinance to create a zoning section regulating Electric Vehicle (EV) charging stations. This item is being presented to the Municipal Services Committee prior to the City Council Meeting on November 20, 2023. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 20, 2023 City Council agenda for formal consideration.

ELECTRIC VEHICLE CHARGING STATIONS (ZONING SECTION 5A-5-17)

Electric Vehicle Charging Stations

(A) General

1. Electric vehicle charging stations and infrastructure shall be permitted as accessory uses to lawfully established principal uses in all zoning districts.
2. If the primary use of a parcel is the retail charging of electric vehicle batteries, then the use shall be considered as an “Automobile Service Station” for zoning purposes.

(B) Parking and Quantity Requirements

1. Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements. A parking space served by electric vehicle supply equipment shall count as at least one and a half (1.5) standard automobile parking spaces.
2. Public electric vehicle charging stations must be reserved for parking and charging electric vehicles.
3. No minimum number of charging station spaces is required.

(a) New Construction

- (1) Residential: All new single-family and multi-family dwellings with garages be constructed to provide 220-240 volt/40-amp outlet on a dedicated circuit in close proximity to designated vehicle parking to accommodate the potential future hardwire installation of a Level 2 charging station.
- (2) Nonresidential: All new and expanded nonresidential development parking areas provide the electrical capacity necessary to accommodate the future hardwire installation of Level 2 charging stations. It is recommended that a typical parking lot (e.g., 1,000 or less parking spaces) have a minimum ratio of two percent (2%) of the total parking spaces prepared for such stations.
4. Pavement Marking: Pavement markings are required. Any and all pavement markings shall be the color white or yellow and shall match the color used for all other parking stalls. No additional stencil will be permitted.
5. Accessible Charging Stations: Any location where electric vehicle charging stations are installed shall be required to have at least one (1) parking space equipped with an accessible charging station. Accessible charging stations should be located in close proximity to the building or facility entrance and shall be connected to a barrier free accessible route of travel to and from the building or facility. Accessible charging stations shall be maintained in compliance with the Americans with Disability Acts of 1990, 42 U.S.C. § 12101 and all applicable state and federal laws.

(C) Equipment Location and Design Criteria

1. Electric charging station equipment may not be located in a place that obstructs or interferes with a driver’s view of approaching, merging, or intersecting traffic in and around the right-of-way.
2. The charging station equipment must not impede pedestrian, bicycle, or vehicular traffic, or be located within the required area of the legal parking space, vehicle overhang, or associated circulation aisles as required by this chapter.

3. Adequate protection of charging station equipment from vehicles must be provided, such as curbing, bollards, or wheel stops. All equipment shall be maintained by the property owner where it is located and the owner shall provide warranty and services for the charging stations and infrastructure for the duration of their useful life.
4. Charging station outlets and connector devices shall be no less than thirty-six inches (36”) and no higher than forty-eight inches (48”) from the ground or pavement surface where mounted, and shall contain a retraction device and/or a place to hang permanent cords and connectors a sufficient and safe distance above the ground or pavement surface. Equipment shall be mounted on pedestals and located as to not impede pedestrian travel or create trip hazards on sidewalks.
5. Lighting: Where charging station equipment is installed, adequate site lighting shall be provided in accordance with City ordinances and regulations.
6. Data Collection: To allow for maintenance and notification, the City shall require the owners of public charging stations to provide information on the charging station’s geographic location, date of installation, equipment type and model, and owner contact information to the Building Department.

(D) Landscaping

1. Where landscaping is possible, landscaping shall be provided around electric vehicle supply equipment.

(E) Signage

1. Public electric vehicle charging stations must be posted with signage indicating that the space is reserved for electric vehicle “charging” purposes only. The signage must also have a phone number or other contact information to report when the equipment is not functioning properly, and any time limits on use, tow away, or fine provisions. Information identifying voltage, amperage levels, usage fees, or safety information must be posted.
2. On-site advertising is allowed on an electric vehicle charging station only when it is an integral part of the electric vehicle charging station. All advertising is limited to the promotion of goods, services, and products of the owner and tenants on-site where the electric vehicle charging station is located. The on-site advertising may consist of static images that change no faster than once every ten (10) seconds or a continuous video on an LED screen. No advertisement shall play or emit any sound. Except as indicated in this section, the size of any on-site advertising signage shall not exceed four (4) square feet in gross surface area for each exposed face, nor exceed an aggregate gross surface area of six (6) square feet. On-site advertising signage on a video screen shall not exceed an aggregate gross surface area of one-fourth (0.25) square feet.

DEFINITIONS (ZONING SECTION 5A-13-1)

CHARGING: When the connector from an electric vehicle supply equipment (or standard outlet) is inserted into the electric vehicle inlet, and electrical power is being transferred for the purpose of recharging the batteries on board the electric vehicle.

CHARGING LEVEL: The standardized indicators of electrical force, or voltage at which an electric vehicle's battery is recharged. Typical electric vehicle charging levels and specifications are:

- (A) Level 1: AC slow battery charging. The charging station delivers electric power to a vehicle's charging module which converts the AC power to DC power and delivers it to the battery. Voltage is one hundred twenty (120) volts.
- (B) Level 2: AC medium battery charging. The charging station delivers electric power to a vehicle's charging module which converts the AC power to DC power and delivers it to the battery. Voltage is between two hundred eight (208) volts for commercial use and two hundred forty (240) volts for residential use.
- (C) Level 3: DC fast or quick battery charging. Sometimes referred to as "DC fast". The charging station bypasses a vehicle's on-board charger to directly deliver electricity to the vehicle's high voltage battery. Voltage is equal to, or greater than four hundred eighty (480) volts.

CHARGING STATION: Equipment that has as its primary purpose, the transfer of electric energy by conductive or inductive means to a battery or other energy storage device located onboard an electric vehicle. Various types of charging stations include:

- (A) Accessible Charging Station: A charging station incorporated into or immediately adjacent to a handicapped parking space as "handicapped parking space" is defined by the Illinois Vehicle Code.
- (B) Private Charging Station: A charging station that is: (i) privately owned and has restricted access (e.g., single-family home, executive parking, designated employee parking, etc.); or (ii) publicly owned and has restricted access (e.g., fleet parking with no access to the general public).
- (C) Public Charging Station: A charging station that is: (i) publicly owned and publicly available (e.g., park and ride, public parking lots, on street parking, etc.); or (ii) privately owned and publicly available (e.g., shopping center parking, non-reserved parking in multi-family parking lots, etc.).

ELECTRIC VEHICLE: A vehicle that stores electric energy to be used for propulsion. An electric vehicle shall be defined as a "motor vehicle," as defined in the Illinois Vehicle Code; and (i) which displays the State of Illinois EV license tag; or (ii) any vehicle defined by the air resources board as "off-vehicle charge capable" meaning having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE: “Make ready” electrical equipment including panels with circuit breakers, switchboards, transformers, conduit, wiring, junction boxes, conduit hangers, and other interconnections necessary and integral to delivering electrical power from a facility for charging electric vehicles.

ELECTRIC VEHICLE CHARGING STATION: Equipment designed to safely supply power from a facility or structure to electric vehicles. Electric vehicle charging stations include hard-wired electric vehicle charging stations and electric vehicle charging stations that plug in to standard wall outlets and may also integrate communication, metering, GPS, and other features that assist electric vehicle drivers and the host facility.

ELECTRIC VEHICLE SUPPLY EQUIPMENT: Equipment designed to safely supply power from a facility or structure to electric vehicles. Electric vehicle supply equipment includes hard-wired electric vehicle charging stations, electric vehicle charging stations that plug in to standard wall outlets and portable electric vehicle chargers. Electric vehicle supply equipment may also integrate communication, metering, GPS, two-way electricity flow management, and other features that assist electric vehicle drivers and the host facility.

NON-ELECTRIC VEHICLE: Vehicle that does not meet the definition of Electric Vehicle (EV).

§ 154.128 - ELECTRIC VEHICLE PARKING.

- (A) Purpose: The intent of this section is to remove barriers to the use of electric vehicles, expedite and promote the development of safe, convenient, and cost-effective electric vehicle infrastructure to support the use of electric vehicles, and protect the environment by reducing vehicle emissions.
- (B) Permitted Locations:
- (1) Retail Charging, Accessory Use:
- (a) Level 1 and Level 2 Charging Stations: Level 1 and level 2 charging stations are permitted in every zoning district, when accessory to the primary permitted use of said district. Charging stations located at single-family and multiple-family dwellings shall be designated as private use only. Installation of charging stations shall be subject to permit approval. All necessary permits must be obtained prior to the installation of any charging station.
- (b) Level 3 (DC Fast) Charging Stations: Level 3 (DC fast) charging stations are permitted only in business and manufacturing districts when accessory to the primary permitted use. All necessary building and electrical permits must be obtained prior to the installation of any charging station. Installation thereof shall be subject to permit approval.
- (2) Retail Charging Primary Use: If the primary use of a parcel is the retail charging of electric vehicle batteries, then the use shall be considered a gas station for zoning purposes.
- (C) Station Requirements and Design Criteria:
- (1) Charging Station Space Requirements:
- (a) Minimum Requirements: A charging station space may be included in the calculation for minimum parking spaces that are required pursuant to other village and state regulations; however, the designation of a parking space exclusively for use by electric vehicles shall not have a negative impact on the parking demand within the village. The director of community development or his or her designee may require the removal of this exclusive designation if, in his or her sole discretion, said designation creates any parking issues within the village.
- (b) Number: No minimum number of charging station spaces is required.
- (2) Charging Station Space Location and Design Criteria: Where provided, spaces for charging station purposes are required to include the following:
- (a) Maintenance: Charging station equipment, bollards and parking spaces shall be maintained in all respects. The property owner of the equipment shall be responsible for the maintenance of the charging station and shall provide warranty and service for the charging stations and infrastructure for the duration of their useful life. A phone number

or other contact information shall be provided on the charging station equipment for reporting purposes when the equipment is not functioning or other equipment problems are encountered.

- (b) Accessibility: Where charging station equipment is provided within a pedestrian circulation area, such as a sidewalk or other accessible route to a building entrance, the charging station equipment shall be located so as not to interfere with accessibility requirements of the Illinois Accessibility Code or other applicable accessibility standards.
 - (c) Lighting: Where charging station equipment is installed, adequate site lighting shall be provided in accordance with village ordinances and regulations.
 - (d) Charging Station Equipment: Charging station outlets and connector devices shall be no less than thirty-six inches (36") and no higher than forty-eight inches (48") from the ground or pavement surface where mounted, and shall contain a retraction device and/or a place to hang permanent cords and connectors a sufficient and safe distance above the ground or pavement surface. Equipment shall be mounted on pedestals, and located as to not impede pedestrian travel or create trip hazards on sidewalks.
 - (e) Charging Station Equipment Protection: Adequate charging station equipment protection, such as barrier curbing, concrete filled steel bollards, or similar shall be used.
 - (f) Usage Fees: An owner of a charging station is not prohibited from collecting a fee for the use of a charging station, in accordance with applicable state and federal regulations. Fees shall be prominently displayed on the charging station.
 - (g) Notification: Information on the charging station, identifying voltage and amperage levels and time of use, fees, or safety information.
 - (h) Location: Electric vehicle charging station equipment is encouraged in landscaped areas. When located within a parking lot, electric vehicle charging station equipment shall be centrally located between parking spaces to avoid vehicle conflicts.
 - (i) Pavement Marking: Any and all pavement markings shall be in compliance with section 154.122 of this Code. Any and all pavement markings shall be the color white or yellow and shall match the color used for all other parking stalls. No additional stencil will be permitted.
- (3) Data Collection: To allow for maintenance and notification, the village shall require the owners of public charging stations to provide information on the charging station's geographic location, date of installation, equipment type and model, and owner contact information to the village manager or his/her designee.
- (D) Quantity and Location Requirements:
- (1)

Residential: In order to proactively plan for and accommodate the anticipated growth in market demand for electric vehicles, it is strongly encouraged, but not required, that all new one-family and multiple-family homes with garages be constructed to provide a 220-240 volt/40-amp outlet on a dedicated circuit in close proximity to designated vehicle parking to accommodate the potential future hardwire installation of a level 2 charging station.

- (2) Nonresidential: In order to proactively plan for and accommodate the anticipated future growth in market demand for electric vehicles, it is strongly encouraged, but not required, that all new and expanded nonresidential development parking areas provide the electrical capacity necessary to accommodate the future hardwire installation of level 2 charging stations. It is recommended that a typical parking lot (e.g., one thousand (1,000) or less parking spaces) have a minimum ratio of two percent (2%) of the total parking spaces prepared for such stations.
- (3) Accessible Charging Stations: Any location where electric vehicle charging stations are installed shall be required to have at least one (1) parking space equipped with an accessible charging station. Accessible charging stations should be located in close proximity to the building or facility entrance and shall be connected to a barrier-free accessible route of travel to and from the building or facility. It is not necessary to designate the accessible charging station exclusively for the use of disabled persons. Accessible charging stations shall be maintained in compliance with the Americans with Disability Acts of 1990, 42 U.S.C. § 12101 and all applicable state and federal laws.

(E) Signage:

- (1) All electric vehicle charging stations shall comply with all village sign regulations except this provision supersedes section 119.37 of this Code with respect to electric vehicle charging station signage only.
- (2) Off-site signage and advertising are allowed on an electric vehicle charging station if it meets the definition of a public service object as permitted pursuant to subsection 155.50(E)(3).
- (3) On-site advertising is allowed on an electric vehicle charging station only when it is an integral part of the electric vehicle charging station. All advertising is limited to the promotion of goods, services and products of the owner and tenants on-site where the electric vehicle charging station is located. The on-site advertising may consist of static images that change no faster than once every ten (10) seconds or a continuous video on a LED screen. No advertisement shall play or emit any sound. Except as indicated in this section, the size of any on-site advertising signage shall not exceed four (4) square feet in gross surface area for each exposed face, nor exceed an aggregate gross surface area of six (6) square feet. On-site advertising signage on a video screen shall not exceed an aggregate gross surface area of one-fourth (0.25) square feet. If the electric vehicle charging station is located at a shopping

center greater than five hundred thousand (500,000) square feet in total size, the size of any on-site advertising signage shall not exceed eleven (11) square feet in gross surface area for each exposed face, nor exceed an aggregate gross surface area of sixteen (16) square feet.

(4) Each charging station space shall be posted with signage indicating days and hours of operation if time limits or tow away provisions are to be enforced.

(F) License Required:

(1) Any person or entity owning or operating an electric vehicle charging station within the village must obtain a vending machine license pursuant to section 119.30 et seq. of this Code.

(Ord. 19-009, passed 2-12-2019; Am. Ord. 21-004, passed 1-12-2021; Am. Ord. 21-044, passed 4-13-2021; Am. Ord. 21-082, passed 8-24-2021)

Sec. 118-70. - Electric vehicle charging stations.

- (a) *Station location.* In residential districts, an electric vehicle charging station is permitted in any area where a vehicle may be parked. In all other districts, the station is permitted for use with any legal parking space that is not in a required vehicle parking space, except when that parking space is dedicated to a specific residence.
- (b) *Equipment location.* The charging station equipment must not impede pedestrian, bicycle, or vehicular traffic or be located within the required area of the legal parking space, vehicle overhang, or associated circulation aisles as required by this chapter.
- (c) *Requirements for public use.* When the station is intended to be used by the public:
 - (1) *Equipment protection.* Adequate protection of charging station equipment from vehicles must be provided, such as curbing, bollards, or wheel stops.
 - (2) *Signage.* Any charging station that is intended to be used for multiple users must have signage indicating that parking is for electric vehicle charging only, a phone number or other contact information to report when the equipment is not functioning properly, and any time limits on use, tow away, or fine provisions.
 - (3) *Parking space identification.* The parking space must be identified per the Electric Vehicle Charging Station Guidelines.
 - (4) *Principal use.* If the primary purpose of the lot is the charging of vehicles, the use is considered an automotive fuel station for zoning purposes.

(Ord. No. 19-4-C-4451, § 1, 4-15-2019)

6.10.7. - Electric Vehicle Charging Stations

A. General

1. Private (restricted-access) electric-vehicle (EV) charging stations are permitted as accessory uses to lawfully established principal uses in all zoning districts.
2. Public EV charging stations are permitted as accessory uses to lawfully established principal nonresidential uses in all zoning districts.

B. Parking

1. Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements.
2. Public electric vehicle charging stations must be reserved for parking and charging electric vehicles.

C. Equipment

Vehicle charging equipment must be designed and located so as to not impede pedestrian, bicycle or wheelchair movement or create safety hazards on sidewalks.

D. Signage

Public electric vehicle charging stations must be posted with signage indicating that the space is reserved for electric vehicle charging purposes only. For purposes of this provision, "charging" means that an electric vehicle is parked at an electric vehicle charging station and is connected to the battery charging station equipment.

DOWNERS GROVE

Sec 28.6.010 Accessory Uses

(e) Electric Vehicle Charging Stations

(1) General

- a. Private (restricted-access) electric-vehicle (EV) charging stations are permitted as accessory uses in all zoning districts.
- b. Public electric vehicle charging stations are permitted as accessory uses to allowed nonresidential uses in all zoning districts.

(2) Parking

- a. Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements.
- b. Public electric vehicle charging stations must be reserved for parking and charging electric vehicles.

(3) Equipment. Vehicle charging equipment must be designed and located so as to not impede pedestrian, bicycle or wheelchair movement or create safety hazards on sidewalks. Equipment is subject to the lot and building regulations of the subject zoning district unless otherwise expressly stated.

(4) Maintenance. Electric vehicle charging stations must be maintained in all respects, including the functioning of the equipment. A phone number or other contact information must be provided on the equipment for reporting when it is not functioning or when other problems are encountered.

5A-2-2-5: AMENDMENTS:

(G) Standards: The Plan Commission shall consider the following factors and other pertinent factors in developing a recommendation for the City Council:

1. Existing uses of property within the general area of the property in question, and the resulting character of the general area;
2. The zoning classifications of property within the general area of the property in question;
3. The suitability of the property in question to the uses permitted under the existing zoning classification including consideration of the length of time the property has been vacant as zoned;
4. The trend of development, if any, in the general area of the property in question, including changes, if any, which have taken place in its present zoning classifications and the impact to surrounding property likely to result from the proposed use;
5. The reduction in value of the subject property resulting from the particular zoning restriction as compared to the gain to the public if the property remains restricted; and
6. The policies of all current official plans or plan elements of the City.



**CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS**

ORDINANCE NO. _____

**AN ORDINANCE AMENDING TITLE 5A, ZONING REGULATIONS,
OF THE DARIEN CITY CODE**

(PZC2023-07: ELECTRIC VEHICLE CHARGING STATIONS)

**ADOPTED BY THE
MAYOR AND CITY COUNCIL
OF THE
CITY OF DARIEN**

THIS ____ DAY OF _____, 2023

**Published in pamphlet form by authority
of the Mayor and City Council of the City
of Darien, DuPage County, Illinois, this
_____ day of _____, 2023.**

**AN ORDINANCE AMENDING TITLE 5A, ZONING REGULATIONS,
OF THE DARIEN CITY CODE**

(PZC2023-07: ELECTRIC VEHICLE CHARGING STATIONS)

WHEREAS, the City of Darien is a home rule unit of local government pursuant to the provisions of Article VII, Section 6 of the Illinois Constitution of 1970; and

WHEREAS, as a home rule unit of local government, the City may exercise any power and perform any function pertaining to its government except as limited by Article VII, Section 6; and

WHEREAS, the City of Darien has adopted Zoning Regulations set forth in the Darien City Code Title 5A; and

WHEREAS, City Council deems it reasonable to periodically review the Zoning Ordinance and make necessary changes thereto; and

WHEREAS, the City Council has studied Electric Vehicle (EV) charging stations and infrastructure; and

WHEREAS, the City Council has determined that such use is a benefit to the City and implementation of Electric Vehicle (EV) charging stations on properties throughout the City shall be regulated by zoning; and

WHEREAS, based on this determination, the City has proposed a zoning text amendment regulating such use; and

WHEREAS, pursuant to notice as required by law, the City's Planning and Zoning

Commission conducted a public hearing on October 4, 2023, and has forwarded its findings and recommendation of approval of this proposal to the City Council; and

WHEREAS, the City’s Municipal Services Committee has forwarded its recommendation of approval of this proposal to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to amend the Zoning Ordinance as provided herein below;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, IN THE EXERCISE OF ITS HOME RULE POWERS, ILLINOIS, as follows:

SECTION 1: Title 5A of the City Code of Darien, Section 5A-5 “General Provisions and Regulations” is hereby amended by adding the following:

5A-5-17: Electric Vehicle Charging Stations

(A) General

1. Electric vehicle charging stations and infrastructure shall be permitted as accessory uses to lawfully established principal uses in all zoning districts.

2. If the primary use of a parcel is the retail charging of electric vehicle batteries, then the use shall be considered as an “Automobile Service Station” for zoning purposes.

(B) Parking and Quantity Requirements

1. Electric vehicle charging stations may be counted toward satisfying minimum off-street parking space requirements. A parking space served by electric vehicle supply equipment shall count as at least one and a half (1.5) standard automobile parking spaces.

2. Public electric vehicle charging stations must be reserved for parking and charging electric vehicles.

3. No minimum number of charging station spaces is required.

(a) New Construction

(1) Residential: All new single-family and multi-family dwellings with garages be constructed to provide 220-240 volt/40-amp outlet on a dedicated circuit in close proximity to designated vehicle parking to accommodate the potential future hardwire installation of a Level 2 charging station.

(2) Nonresidential: All new and expanded nonresidential development parking areas provide the electrical capacity necessary to accommodate the future hardwire installation of Level 2 charging stations. It is recommended that a typical parking lot (e.g., 1,000 or less parking

spaces) have a minimum ratio of two percent (2%) of the total parking spaces prepared for such stations.

4. Pavement Marking: Pavement markings are required. Any and all pavement markings shall be the color white or yellow and shall match the color used for all other parking stalls. No additional stencil will be permitted.

5. Accessible Charging Stations: Any location where electric vehicle charging stations are installed shall be required to have at least one (1) parking space equipped with an accessible charging station. Accessible charging stations should be located in close proximity to the building or facility entrance and shall be connected to a barrier free accessible route of travel to and from the building or facility. Accessible charging stations shall be maintained in compliance with the Americans with Disability Acts of 1990, 42 U.S.C. § 12101 and all applicable state and federal laws.

(C) Equipment Location and Design Criteria

1. Electric charging station equipment may not be located in a place that obstructs or interferes with a driver's view of approaching, merging, or intersecting traffic in and around the right-of-way.

2. The charging station equipment must not impede pedestrian, bicycle, or vehicular traffic, or be located within the required area of the legal parking space, vehicle overhang, or associated circulation aisles as required by this chapter.

3. Adequate protection of charging station equipment from vehicles must be provided, such as curbing, bollards, or wheel stops. All equipment shall be maintained by the property owner where it is located and the owner shall provide warranty and services for the charging stations and infrastructure for the duration of their useful life.

4. Charging station outlets and connector devices shall be no less than thirty-six inches (36") and no higher than forty-eight inches (48") from the ground or pavement surface where mounted, and shall contain a retraction device and/or a place to hang permanent cords and connectors a sufficient and safe distance above the ground or pavement surface. Equipment shall be mounted on pedestals and located as to not impede pedestrian travel or create trip hazards on sidewalks.

5. Lighting: Where charging station equipment is installed, adequate site lighting shall be provided in accordance with City ordinances and regulations.

6. Data Collection: To allow for maintenance and notification, the City shall require the owners of public charging stations to provide information on the charging station's geographic location, date of installation, equipment type and model, and owner contact information to the Building Department.

(D) Landscaping

1. Where landscaping is possible, landscaping shall be provided around electric vehicle supply equipment.

(E) Signage

1. Public electric vehicle charging stations must be posted with signage indicating that the space is reserved for electric vehicle "charging" purposes only. The signage must also have a phone number or other contact information to report when the equipment is not functioning properly, and any time limits on use, tow away, or fine provisions. Information identifying voltage, amperage levels, usage fees, or safety information must be posted.

2. On-site advertising is allowed on an electric vehicle charging station only when it is an integral part of the electric vehicle charging station. All advertising is limited to the promotion of

goods, services, and products of the owner and tenants on-site where the electric vehicle charging station is located. The on-site advertising may consist of static images that change no faster than once every ten (10) seconds or a continuous video on an LED screen. No advertisement shall play or emit any sound. Except as indicated in this section, the size of any on-site advertising signage shall not exceed four (4) square feet in gross surface area for each exposed face, nor exceed an aggregate gross surface area of six (6) square feet. On-site advertising signage on a video screen shall not exceed an aggregate gross surface area of one-fourth (0.25) square feet.

SECTION 2: Title 5A of the City Code of Darien, Section 5A-13-1 “Zoning Definitions”

is hereby amended by adding the following:

CHARGING: When the connector from an electric vehicle supply equipment (or standard outlet) is inserted into the electric vehicle inlet, and electrical power is being transferred for the purpose of recharging the batteries on board the electric vehicle.

CHARGING LEVEL: The standardized indicators of electrical force, or voltage at which an electric vehicle's battery is recharged. Typical electric vehicle charging levels and specifications are:

(A) Level 1: AC slow battery charging. The charging station delivers electric power to a vehicle's charging module which converts the AC power to DC power and delivers it to the battery. Voltage is one hundred twenty (120) volts.

(B) Level 2: AC medium battery charging. The charging station delivers electric power to a vehicle's charging module which converts the AC power to DC power and delivers it to the battery. Voltage is between two hundred eight (208) volts for commercial use and two hundred forty (240) volts for residential use.

(C) Level 3: DC fast or quick battery charging. Sometimes referred to as "DC fast". The charging station bypasses a vehicle's on-board charger to directly deliver electricity to the vehicle's high voltage battery. Voltage is equal to, or greater than four hundred eighty (480) volts.

CHARGING STATION: Equipment that has as its primary purpose, the transfer of electric energy by conductive or inductive means to a battery or other energy storage device located onboard an electric vehicle. Various types of charging stations include:

(A) Accessible Charging Station: A charging station incorporated into or immediately adjacent to a handicapped parking space as "handicapped parking space" is defined by the Illinois Vehicle Code.

(B) Private Charging Station: A charging station that is: (i) privately owned and has restricted access (e.g., single-family home, executive parking, designated employee parking, etc.); or (ii) publicly owned and has restricted access (e.g., fleet parking with no access to the general public).

(C) Public Charging Station: A charging station that is: (i) publicly owned and publicly available (e.g., park and ride, public parking lots, on street parking, etc.); or (ii) privately owned and publicly available (e.g., shopping center parking, non-reserved parking in multi-family parking lots, etc.).

ELECTRIC VEHICLE: A vehicle that stores electric energy to be used for propulsion. An electric vehicle shall be defined as a “motor vehicle,” as defined in the Illinois Vehicle Code; and (i) which displays the State of Illinois EV license tag; or (ii) any vehicle defined by the air resources board as “off-vehicle charge capable” meaning having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE: “Make ready” electrical equipment including panels with circuit breakers, switchboards, transformers, conduit, wiring, junction boxes, conduit hangers, and other interconnections necessary and integral to delivering electrical power from a facility for charging electric vehicles.

ELECTRIC VEHICLE CHARGING STATION: Equipment designed to safely supply power from a facility or structure to electric vehicles. Electric vehicle charging stations include hard-wired electric vehicle charging stations and electric vehicle charging stations that plug in to standard wall outlets and may also integrate communication, metering, GPS, and other features that assist electric vehicle drivers and the host facility.

ELECTRIC VEHICLE SUPPLY EQUIPMENT: Equipment designed to safely supply power from a facility or structure to electric vehicles. Electric vehicle supply equipment includes hard-wired electric vehicle charging stations, electric vehicle charging stations that plug in to standard wall outlets and portable electric vehicle chargers. Electric vehicle supply equipment may also integrate communication, metering, GPS, two-way electricity flow management, and other features that assist electric vehicle drivers and the host facility.

NON-ELECTRIC VEHICLE: Vehicle that does not meet the definition of Electric Vehicle (EV).

SECTION 3: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

SECTION 4: Effective Date. The Zoning Ordinance amendment provided for in this Ordinance shall be in full force and effect 60 days after the passage, approval, and publication of

this Ordinance as required by law.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DARIEN,
DU PAGE COUNTY, ILLINOIS, this ____ day of _____, 2023.**

AYES _____

NAYS: _____

ABSENT: _____

**APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this ____ day of _____, 2023.**

JOSEPH A. MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
Municipal Services Committee
November 20, 2023

ISSUE STATEMENT

Approval of a [resolution](#) to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for the 2024 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$36,350.00.

BACKGROUND/HISTORY

Attached, please find an [engineering agreement](#) with Christopher B. Burke Engineering, Ltd. for the 2024 Street Maintenance Program. The following roads are slated for the 2024 Street Maintenance Program:

PROPOSED 2024 ROAD PROGRAM

STREET	SUBDIVISION/LIMIT	LENGTH
Eleanor Place	69th St. - Holly Ave.	1,050
69th Street	Cass Ave. - Clarendon Hills Rd.	5280
70th Street	Clarendon Hills Rd. - Richmond Ave.	2,760
70th Street CDS	70th St. - Limit	160
70th Street CDS 2	70th St. - Limit	160
70th Street CDS 3	70th St. - Limit	160
Darien Lane	75th St. - Timber Ln.	1,060
Tamarack Drive	Richmond Ave. - Beechnut Ln.	2,200
Sawyer Court	Sawyer Rd. - Cul-de-sac	200
Wittington Court	Portsmouth Dr. - Cul-de-sac	345
Emerson Drive	73rd St. - Whittier Dr.	660
Whittier Drive	73rd St. - 71st St.	1,460
72nd Street	Fairview Ave. - Gold Grove Pl.	800
Grant Street	Adams St. - 75th St.	1,000
Green Valley Road	Wakefield Dr. - Cul-de-sac	2,900
Green Valley Road	Cul-de-sac - Green Valley Rd.	500
Woodvale Drive	Beller Dr. - 87th St.	1,270
Hillside Lane	Meadow Ln. - Woodvale Dr.	1,625
Chicory Court	Beller Dr. - Cul-de-sac	700
Fox Hill Place	Carriage Green Dr. - Cul-de-sac	720
Gleneyre Road	Coachmans Rd. - Heather Ln.	1,200
Sleepy Hollow Lane	Adams St. - Cass Ave.	1,100
Sleepy Hollow CDS	Sleepy Hollow Ln. - Cul-de-sac	200
Grant Street	Greenbriar Ln. - Sleepy Hollow Ln.	660
Grant Street CDS	Grant St. - Cul-de-sac	300
Alternate: 1,500 square feet of patching		
TOTAL (ft)	BASE BID 5.39 miles	28,470

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

The total length of streets to be resurfaced for the project is approximately 28,470 feet (5.39 miles) for base bid.

It is our understanding that the City’s intent is to utilize MFT (Motor Fuel Tax) funds for Design Engineering and Construction.

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

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

Task 2 – Preparation of Bid Booklet and IDOT Resolution: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for an MFT funded letting along with IDOT Resolutions (BLR 09110) for Design Engineering and Construction. The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

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

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

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

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

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

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

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

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

Funding for the Engineering Services would be expended from the following line item of the FY23/24 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY 23/24 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ENGINEERING BID SPECIFICATIONS	\$ 35,000.00	\$ 36,350.00	(\$1,350.00)

STAFF RECOMMENDATION

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

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 20, 2023 City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE 2024 STREET MAINTENANCE PROGRAM CONTRACT BID BOOKLET IN AN AMOUNT NOT TO EXCEED \$36,350.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the 2024 Street Maintenance Program Contract Bid Booklet, in an amount not to exceed \$36,350.00, a copy of which is attached hereto as "**Exhibit A**" and is by this reference expressly incorporated herein.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of November 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of November 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 18, 2023
 REVISED November 3, 2023

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2024 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 2024 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 2024 Road Program will consist of resurfacing for the following streets:

PROPOSED 2024 ROAD PROGRAM		
STREET	SUBDIVISION/LIMITS	LENGTH
Eleanor Place	69th St. - Holly Ave.	1,050
69th Street	Cass Ave. - Clarendon Hills Rd.	5,280
70th Street	Clarendon Hills Rd. - Richmond Ave.	2,760
70th Street CDS	70th St. - Limit	160
70th Street CDS 2	70th St. - Limit	160
70th Street CDS 3	70th St. - Limit	160
Darien Lane	75th St. - Timber Ln.	1,060

Tamarack Drive	Richmond Ave. - Beechnut Ln.	2,200
Sawyer Court	Sawyer Rd. - Cul-de-sac	200
Wittington Court	Portsmouth Dr. - Cul-de-sac	345
Emerson Drive	73rd St. - Whittier Dr.	660
Whittier Drive	73rd St. - 71st St.	1,460
72nd Street	Fairview Ave. - Gold Grove Pl.	800
Grant Street	Adams St. - 75th St.	1,000
Green Valley Road	Wakefield Dr. - Cul-de-sac	2,900
Green Valley Road	Cul-de-sac - Green Valley Rd.	500
Woodvale Drive	Beller Dr. - 87th St.	1,270
Hillside Lane	Meadow Ln. - Woodvale Dr.	1,625
Chicory Court	Beller Dr. - Cul-de-sac	700
Fox Hill Place	Carriage Green Dr.- Cul-de-sac	720
Gleneyre Road	Coachmans Rd. - Heather Ln.	1,200
Sleepy Hollow Lane	Adams St. - Cass Ave.	1,100
Sleepy Hollow CDS	Sleepy Hollow Ln. - Cul-de-sac	200
Grant Street	Greenbriar Ln. - Sleepy Hollow Ln.	660
Grant Street CDS	Grant St. - Cul-de-sac	300
Alternate: 1,500 square feet of patching		
Total (ft)		28,470
Total Miles		5.39

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 polymerized hot-mix asphalt binder course, and structure adjustments or grinding 4 inches of the existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course, 2 ½ inches of hot-mix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 28,470 feet (5.39 miles) for base bid.

It is our understanding that the City's intent is to utilize MFT (Motor Fuel Tax) funds for Design Engineering and Construction.

SCOPE OF SERVICES

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

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

Task 2 – Preparation of Bid Booklet and IDOT Resolution: CBBEL will prepare a bid booklet in IDOT format for the proposed improvements for an MFT funded letting along with IDOT Resolutions (BLR 09110) for Design Engineering and Construction. The documents will generally consist of typical sections, special provisions, pay items, working days and estimated bid quantities. Quantities will be estimated based on site visits and City Staff Input from the existing cores and the field reconnaissance. CBBEL will prepare a base bid and alternate bids to help give the City the most flexibility to use the available fund for the project.

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

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

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

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

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

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

FEE ESTIMATE

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

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

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2023 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 2023**

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
Municipal Services Committee
November 20, 2023

ISSUE STATEMENT

Approval of a [resolution](#) authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2024 Street Maintenance Program, in an amount not to exceed \$10,000.00.

BACKGROUND/HISTORY

Attached please find an [engineering agreement](#) with Christopher B. Burke Engineering for a pavement study consisting of 29 pavement corings for the tentatively proposed 2024 Street Maintenance Program. The following roads are slated for the 2024 Street Maintenance Program:

PROPOSED 2024 ROAD PROGRAM

STREET	LIMIT	ROAD LENGTH	CORES
Eleanor Place	69th St. - Holly Ave.	1,050	2
69th Street	Cass Ave. - Clarendon Hills Rd.	5,280	0
70th Street	Clarendon Hills Rd. - Richmond Ave.	2,760	0
70th Street CDS	70th St. - Limit	160	0
70th Street CDS 2	70th St. - Limit	160	0
70th Street CDS 3	70th St. - Limit	160	0
Darien Lane	75th St. - Timber Ln.	1,060	2
Tamarack Drive	Richmond Ave. - Beechnut Ln.	2,200	4
Sawyer Court	Sawyer Rd. - Cul-de-sac	200	1
Wittington Court	Portsmouth Dr. - Cul-de-sac	345	1
Emerson Drive	73rd St. - Whittier Dr.	660	1
Whittier Drive	73rd St. - 71st St.	1,460	3
72nd Street	Fairview Ave. - Gold Grove Pl.	800	0
Grant Street	Adams St. - 75th St.	1,000	2
Green Valley Road	Wakefield Dr. - Cul-de-sac	2,900	0
Green Valley Road	Cul-de-sac - Green Valley Rd.	500	0
Woodvale Drive	Beller Dr. - 87th St.	1,270	2
Hillside Lane	Meadow Ln. - Woodvale Dr.	1,625	3
Chicory Court	Beller Dr. - Cul-de-sac	700	1
Fox Hill Place	Carriage Green Dr. - Cul-de-sac	720	1
Gleneyre Road	Coachmans Rd. - Heather Ln.	1,200	2
Sleepy Hollow Lane	Adams St. - Cass Ave.	1,100	2
Sleepy Hollow CDS	Sleepy Hollow Ln. - Cul-de-sac	200	0
Grant Street	Greenbriar Ln. - Sleepy Hollow Ln.	660	1
Grant Street CDS	Grant St. - Cul-de-sac	300	1
Alternate: 1,500 square feet of patching			
		TOTAL	29

The proposed Engineering Agreement includes the following scope of services:

Task 1 - Geotechnical Investigation

CBBEL’s subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 29 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 - Evaluation of Geotechnical Report

CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2024 Road Program based on the City’s budget.

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

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

Task 1	Geotechnical Investigation	\$ 9,000
Task 2	Evaluation of Geotechnical Report	<u>\$ 1,000</u>
TOTAL		\$ 10,000

Funding for the Engineering Services would be expended from the following line item of the FY 23/24 Budget:

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	FY23/24 BUDGET	PROPOSED EXPENDITURE	PROPOSED BALANCE
25-35-4325	ROAD CORE SPECS TESTING SERVICES	\$35,000.00	\$ 10,000.00	\$25,000.00

STAFF RECOMMENDATION

Staff recommends approval of this Engineering Agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$10,000.00.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee.

DECISION MODE

This item will be placed on the November 20, 2023 City Council agenda for formal consideration.



RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR PAVEMENT CORINGS FOR THE PROPOSED 2024 STREET MAINTENANCE PROGRAM, IN AN AMOUNT NOT TO EXCEED \$10,000.00

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

SECTION 1: The City Council of the City of Darien, hereby authorizes the Mayor to enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2024 Street Maintenance Program in an amount not to exceed a total cost of \$10,000.00, a copy of which is attached hereto as “**Exhibit A**” and is by this reference expressly incorporated hereto.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of November 2023.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY, ILLINOIS, this 20th day of November 2023.

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 18, 2023
REVISED November 3, 2023

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
2024 Road Program-Cores

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2024 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 2024 Road Program will consist of resurfacing for the following streets:

PROPOSED 2024 ROAD PROGRAM			
STREET	SUBDIVISION/LIMITS	LENGTH	CORES
Eleanor Place	69th St. - Holly Ave.	1,050	2
69th Street	Cass Ave. - Clarendon Hills Rd.	5280	0
70th Street	Clarendon Hills Rd. - Richmond Ave.	2,760	0
70th Street CDS	70th St. - Limit	160	0
70th Street CDS 2	70th St. - Limit	160	0
70th Street CDS 3	70th St. - Limit	160	0
Darien Lane	75th St. - Timber Ln.	1,060	2
Tamarack Drive	Richmond Ave. - Beechnut Ln.	2200	4
Sawyer Court	Sawyer Rd. - Cul-de-sac	200	1

Wittington Court	Portsmouth Dr. - Cul-de-sac	345	1
Emerson Drive	73rd St. - Whittier Dr.	660	1
Whittier Drive	73rd St. - 71st St.	1460	3
72nd Street	Fairview Ave. - Gold Grove Pl.	800	0
Grant Street	Adams St. - 75th St.	1000	2
Green Valley Road	Wakefield Dr. - Cul-de-sac	2,900	0
Green Valley Road	Cul-de-sac - Green Valley Rd.	500	0
Woodvale Drive	Beller Dr. - 87th St.	1,270	2
Hillside Lane	Meadow Ln. - Woodvale Dr.	1,625	3
Chicory Court	Beller Dr. - Cul-de-sac	700	1
Fox Hill Place	Carriage Green Dr.- Cul-de-sac	720	1
Gleneyre Road	Coachmans Rd. - Heather Ln.	1,200	2
Sleepy Hollow Lane	Adams St. - Cass Ave.	1100	2
Sleepy Hollow CDS	Sleepy Hollow Ln. - Cul-de-sac	200	0
Grant Street	Greenbriar Ln. - Sleepy Hollow Ln.	660	1
Grant Street CDS	Grant St. - Cul-de-sac	300	1
Alternate: 1,500 square feet of patching			0
Total			29

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 polymerized hot-mix asphalt binder course, and structure adjustments or grinding 4 inches of the existing hot-mix pavement, patching poor areas, the installation of 1 ½ inches of hot-mix surface course, 2 ½ inches of hot-mix binder course depending on the results of the cores being performed by Testing Service Corporation (TSC) under a separate proposal.

The total length of streets to be resurfaced for the project is approximately 28,470 feet (5.39 miles) for base bid.

It is our understanding that the City's intent is to utilize MFT (Motor Fuel Tax) funds for the pavement cores/geotechnical report.

SCOPE OF SERVICES

Task 1 – Geotechnical Investigation: A Geotechnical Investigation will be performed by CBBEL’s subconsultant, Testing Service Corporation (TSC). The Geotechnical Investigation will include soil borings (approximately 29 cores) and pavement cores at a frequency to determine the existing structure of the pavement and condition of subgrade materials. Due to concern of the depth of existing pavement thickness we would recommend TSC completing the geotechnical report to verify the existing thickness of the bituminous pavement. This will allow us to verify that the correct improvement is proposed for the roadways. This assumes no flagmen are required to take the cores.

Task 2 – Evaluation of Geotechnical Report: CBBEL and City Staff will evaluate the geotechnical report to determine the resurfacing treatment for each street and the final list of streets to be included in the 2024 Road Program based on the City’s budget.

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

ESTIMATE OF FEE

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

Task 1	Geotechnical Investigation	\$ 9,000
Task 2	Evaluation of Geotechnical Report	\$ 1,000
	TOTAL	<u>\$ 10,000</u>

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2023 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: _____

LMF/mj
N:\PROPOSALS\ADMIN\2023\Darien 2024 Road Program-Cores.REVISED110323.doc

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

FEE ESTIMATE

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

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

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2022 Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

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

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
September 25, 2023**

PRESENT: Alderman Thomas Belczak-Chairman, Alderman Ted Schauer, Alderman Ralph Stompanato, Mayor Joseph Marchese, Dan Gombac – Director

OTHER: Mayor Joseph Marchese

ABSENT: None

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 6:01 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

Old Business

There was no old business.

New Business

- a. Ordinance – Consideration to approve an ordinance amending the liquor code to eliminate an open, unused Class K liquor license.**

Mr. Dan Gombac, Director reported that Burrito Paradise is not renewing their liquor license opening an unused Class K liquor license.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to approve an Ordinance amending the liquor code to eliminate an open, unused Class K liquor license.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- b. 2023HEN-01 Answer Saleem (7510 Adams Street) - Petitioner seeks relief from City Code Sections 7-5-1(B)(5) and 7-5-1(B)(8) of the Chicken Ordinance to grant approval for an existing chicken coop and fence.**

Mr. Dan Gombac. Director reported that the petitioner seeks relief from City Code of the Chicken Ordinance to grant approval for an existing chicken coop to remain at 6 feet from the rear lot line and 19.2 feet from the northern side lot line instead of the required 20 feet. He reported that the petitioner also seeks approval to allow an existing perimeter fence to remain "open" chain-link style at a height of 5 feet instead of the required "solid" style 6 feet by ordinance.

The petitioner's daughter Noruul stated that she was speaking on her father's behalf stating that he intends to increase the height of the fence and that he has the materials but that her father has been unable to build.

Mr. Gombac reported that the petitioner could either provide slats for the fence that is presently there or remove the fence and build a 6" high solid fence. He stated that he would email Noorul for an opportunity to reply with a deadline date for completion.

Mr. Gombac reported that the adjacent neighbors were identified and were in support.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval for an existing chicken coop and fence contingent of a solid fence pending petitioner deadline.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

c. PZC2023-05 O'Brien (8408 Wilmette Avenue) – Petitioner seeks approval of a zoning text amendment and special use.

Mr. Dan Gombac. Director reported that the subject property is located off Wilmette Avenue and contains a longstanding industrial building housing multiple tenants. He reported that the petitioner would occupy two of the existing tenant spaces totaling 4,000 square feet in floor area.

Mr. Gombac reported that the space is currently occupied by an auto repair/body shop, including a paint booth, which was authorized via a zoning text amendment and special use approved in 2016 with a condition tied to the approval requiring all auto repair activity and vehicles to be within the building. He reported that the petitioner has proposed adding motor vehicle sales on site and that the petitioner decided to submit for a text amendment to allow motor vehicles sales and a special use within the OR&I District.

Mr. Gombac reported that the PZC recommended motor vehicle sales only added as a special use in the OR&I District if done in conjunction with a garage for auto repair and

body shop and Special Use approval for motor vehicle sales within the Office, Research, and Light Industry (OR&I) Zoning District and that all display and storage must be within the enclosed building.

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

Alderman Belczak made a motion, and it was seconded by Alderman Stompanato approval of a zoning text amendment and special use as recommended by the Planning and Zoning Commission.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

d. Resolution - Authorizing the Mayor to enter into a contract agreement with Compass Minerals America, Inc., for the purchase of rock salt in an amount not to exceed \$54,817.00.

Mr. Dan Gombac, Director reported that this is the annual contract for rock salt. He reported that staff is doing a better job utilizing deicing operations and that in five years a report should be available showing cost savings. He further reported that there is a 3% increase in pricing.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato authorizing the Mayor to enter into a contract agreement with Compass Minerals America, Inc., for the purchase of rock salt in an amount not to exceed \$54,817.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

e. Resolution - Authorizing for the required balance purchase of the 22/23 rock salt contract agreement with Morton Salt, Inc., in an amount not to exceed \$58,807.00.

Mr. Dan Gombac, Director reported that as part of the joint contract the City has committed to receive up to 700 tons of salt. He reported that Pending winter conditions the department has the ability to take an additional 300 tons.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing for the required balance purchase of the 22/23 rock salt contract agreement with Morton Salt, Inc., in an amount not to exceed \$58,807.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

f. Resolution - Authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2023/24 Rock Salt Agreement.

Mr. Dan Gombac, Director reported that Center Cass School District #66 will be purchasing up to 40 and 8 tons of rock salt through the Intergovernmental Agreement.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of Resolution authorizing the Mayor to execute an Intergovernmental Agreement with Center Cass School District #66 for the reimbursement of Rock Salt through the City's 2023/24 Rock Salt Agreement.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

g. Resolution - Authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2023/24 Rock Salt Agreement.

Mr. Dan Gombac, Director reported that the Darien Park District and Center Cass School District #66 will be purchasing up to 40 and 8 tons of rock salt through the Intergovernmental Agreement.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato Resolution - Authorizing the Mayor to execute an Intergovernmental Agreement with the Darien Park District for the reimbursement of Rock Salt through the City's 2023/24 Rock Salt Agreement.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

h. Resolution - Authorizing Public Works Project FYE24-24376REGE for the storm water improvements for the Regency Drive Project total in an amount not to exceed \$371,000.

Mr. Dan Gombac, Director reported that existing conditions during significant rain events causes roadway flooding to portions of Regency Grove Drive and Adams. He reported that the scope of the work includes limited storm sewer removal and adding storm sewer

infrastructure to significantly to reduce flooding within the roadways. He further reported that a residual amount of debris does deposit onto properties.

Mr. Gombac reported that an evaluation was completed by Christopher B. Burke Engineering for ponding concerns during intense rain event and to assist in alleviating the concern an additional storm sewer would be constructed along Regency Grove Drive easterly, then through a side yard where there is a Public Utility and Drainage Easement to the existing detention basin.

Mr. Gombac reported that the City of Darien was a recipient of the American Rescue Plan Act Grant, administrated through the County of DuPage, through an Intergovernmental Agreement with a grant match of 50% of the final project cost or a maximum \$190,000 based on the original project cost of \$380,000.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing Public Works Project FYE24-24376REGE for the storm water improvements for the Regency Drive Project total in an amount not to exceed \$371,000.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- i. Resolution - Authorizing the Mayor to enter into a contract with J. Congdon Sewer and Water for the installation of storm sewer pipe and related structures for the Regency Grove Project, inclusive of the total project cost, at the submitted unit prices in an amount of \$96,750 pending final field quantities.**

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the Mayor to enter into a contract with J. Congdon Sewer and Water for the installation of storm sewer pipe and related structures for the Regency Grove Project, inclusive of the total project cost, at the submitted unit prices in an amount of \$96,750 pending final field quantities. Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- j. Motion - Authorizing a contingency, inclusive of the total project cost, in the amount of \$25,000 for unidentified infrastructure conflicts, residential side yard landscaping treatment and engineering.**

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing a contingency, inclusive of the total project cost, in the amount of \$25,000 for unidentified infrastructure conflicts, residential side yard landscaping treatment and engineering.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

k. Resolution - Authorizing the purchase of four (4) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$26,524.22.

Mr. Dan Gombac, Director reported that the flashing speed limit signs are a proactive approach to further mitigate potential speeding. He reported that the signs would be strategically placed adjacent to 79th Street between Cass Ave and Sawyer Road; 2 eastbound 2 westbound. He further reported that the equipment would be purchased through the Sourcewell Purchasing Cooperative.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution authorizing the purchase of four (4) Solar Speed Alert 18 Speed Limit Signs from All Traffic Solutions Incorporated in an amount not to exceed \$26,524.22.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

I. Resolution - Authorizing the Mayor to execute an Intergovernmental Agreement between the County of DuPage and the City of Darien for limited traffic signal maintenance costs on Lemont Road-eastern leg of 83rd Street and the 87th Street-western leg.

Mr. Dan Gombac, Director reported that the County of DuPage and the City has been reviewing and discussing the upcoming improvements for Lemont Road from 83rd Street to 87th Street. He reported that the County's policy is that the municipality is obligated to participate in up to 25% for the maintenance of the signals and the County will be responsible for energy costs and will be the lead agency to inspect and repair any deficiencies including emergency responses.

Mr. Gombac reported that staff anticipates annual maintenance cost to be approximately \$250 to \$500 per year and that the IGA states that in the future if it is determined by the

County that the traffic signals require modernization or reconstruction due to age, condition, etc. or if the County improves Lemont Road 83rd Street or at 87th Street, the parties agree to share the cost of the improvement to the traffic signals, including engineering, construction, construction engineering and/or land acquisition, in proportion to the number of approaches to the intersection maintained by the respective parties at the time of future improvements.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the Mayor to execute an Intergovernmental Agreement between the County of DuPage and the City of Darien for limited traffic signal maintenance costs on Lemont Road-eastern leg of 83rd Street and the 87th Street-western leg.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

m. Resolution - Approving the extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2024 through April 30, 2025.

Mr. Dan Gombac, Director reported that during the year the department requires the use of topsoil for landscape restoration for various Public Works projects, such as water main breaks, storm sewer replacements and ditching projects.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution for the extension of a proposal from Shreve Services, Inc., for topsoil at the specified unit prices for various public works projects for a period of May 1, 2024 through April 30, 2025.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

n. Resolution – Approving the extension of a proposal from XBE, LLC to provide trucking services relating to hauling waste generated from excavations for a period of May 1, 2024 through April 30, 2025.

Mr. Dan Gombac, Director reported that throughout the year the department generates waste from various Public Works projects, such as water main breaks, valve and hydrant replacements, landscape restorations and drainage projects. He reported that the waste is

temporarily stored at the Public Works facility and requires removal which is hauled to a local landfill.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution for the extension of a proposal from XBE, LLC to provide trucking services relating to hauling waste generated from excavations for a period of May 1, 2024 through April 30, 2025.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- o. Resolution - Accepting a proposal from Route 66 Asphalt Company for bituminous products as required for various Public Works projects at the specified unit pricing.**

Mr. Dan Gombac, Director reported that during the year the department removes and replaces various storm sewers and culvert pipes across driveway aprons and roadways for various Public Works projects.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution accepting a proposal from Route 66 Asphalt Company for bituminous products as required for various Public Works projects at the specified unit pricing.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- p. Resolution - Accepting a proposal from Landworks Ltd., at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2024 through April 30, 2025.**

Mr. Dan Gombac, Director reported that during the year the department requires the services of a landscaper to complete larger restoration projects from various Public Works projects, such as water main breaks, storm sewer and ditching projects. He reported that the City provides topsoil to the proposed vendor, and the vendor would be required to grade the topsoil based on the cubic yards provided and would be required to purchase the sod, fertilizer, and placement of the sod.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution accepting a proposal from Landworks Ltd., at the schedule of prices for the placement of topsoil and for the purchase and placement of fertilizer and sod for landscape restoration services for a period of May 1, 2024 through April 30, 2025.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- q. Resolution - Authorizing to extend a proposal from 119th St Materials for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects.**

Mr. Dan Gombac, Director reported that this resolution authorizes the extension of a proposal from 119th St Materials for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution - Authorizing to extend a proposal from 119th St Materials for tipping and transfer fees at the proposed unit prices for certain generated waste from various Public Works Projects.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- r. Resolution - Accepting a proposal to extend prices from M & J Asphalt Paving Company, Inc., for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2024 through April 30, 2025.**

Mr. Dan Gombac, Director reported that this resolution is for a proposal to extend prices from M & J Asphalt Paving Company, Inc., for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2024 through April 30, 2025.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution Accepting a proposal to extend prices from M & J Asphalt Paving Company, Inc., for the removal and replacement of bituminous aprons and road patches at the proposed unit pricing as required for various Public Works projects for a period of May 1, 2024 through April 30, 2025.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- s. Resolution – Authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 103, from JX Truck Center, an amount not to exceed \$130,730.23.**

Mr. Dan Gombac, Director reported that this is for approval of a resolution authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 103, from JX Truck Center, an amount not to exceed \$130,730.23.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 103, from JX Truck Center, an amount not to exceed \$130,730.23.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- t. Resolution - Accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$172,911.00.**

Mr. Dan Gombac, Director reported that this resolution is for approval accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$172,911.00.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$172,911.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- u. Resolution – Authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis with Monroe body, to replace unit 109, from Monroe Truck Equipment, in amount not to exceed \$6,321.00.**

Mr. Dan Gombac, Director reported that the new Peterbilt truck was approved for replacement in May of 2021. He reported that truck inventory continues to be nonexistent and production has not returned to full capacity since the pandemic.

Mr. Gombac reported that Peterbilt reached out to their distributors and informed them that the 348 was no longer in production and is being replaced with Model 548 and that due to the change in production, this was presented to City Council and approved at the August 21, 2023 meeting.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approval of a Resolution authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis with Monroe body, to replace unit 109, from Monroe Truck Equipment, in amount not to exceed \$6,321.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

v. Resolution – Authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 110, from JX Truck Center, an amount not to exceed \$130,744.23.

Mr. Dan Gombac, Director reported that this is for approval of a resolution authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 110, from JX Truck Center, an amount not to exceed \$130,744.23.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the purchase of one (1) new 2024 Peterbilt Model 548 cab and chassis, to replace unit 110, from JX Truck Center, an amount not to exceed \$130,744.23.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

w. Resolution - Accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$190,201.00.

Mr. Dan Gombac, Director reported that this is approval of a resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment

package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$190,201.00.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution accepting a proposal from Monroe Truck Equipment for the purchase of a dump body, snow plow equipment package, lighting accessories, and hydraulic controls, for the 2024 Peterbilt Model 548, in an amount not to exceed \$190,201.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

x. Minutes – August 21, 2023 Municipal Services Committee

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of the August 21, 2023, Municipal Services Committee Meeting Minutes.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

DIRECTOR'S REPORT

Mr. Dan Gombac, Director reported that the pedestrian signals at Hinsdale South were activated and that Community Park will be powered by the end of the week. He reported that ComEd will be replacing a pole and that there will be interruptions. He further reported that display boards will be up to warn residents that the signals will be affected.

Mr. Gombac reported that he is preparing a holiday theme around Cass and Plainfield with holiday lighting and decorations along with Santa and a trolley to take residents around. He reported that he will collaborate with the Lions Club.

NEXT SCHEDULED MEETING

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, October 23, 2023.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 7:28 p.m.

RESPECTFULLY SUBMITTED:

Thomas Belczak
Chairman

Ted Schauer
Alderman

Ralph Stompanato
Alderman

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE MEETING
October 23, 2023**

PRESENT: Alderman Thomas Belczak-Chairman, Alderman Ted Schauer, Alderman Ralph Stompanato, Mayor Joseph Marchese, Dan Gombac – Director

ABSENT: None

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 6:00 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

Old Business

There was no old business.

New Business

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

Mr. Dan Gombac, Director reported that the City Council approved an Intergovernmental Agreement with the County of DuPage for a 50/50 cost share of a right of way enhancement project at the southeast corner along Plainfield Road from Cass Avenue to Linden Avenue and Cass Avenue to the side yard limit of 7614 Gail Avenue. He reported that as part of the IGA, the County has agreed to reimburse the City up to 50 percent of the engineering design. He further reported that the next phase is an engineering study which is required.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer to approve a Resolution authorizing the Mayor to accept a proposal from Christopher B. Burke Engineering, Ltd. (CBBEL) for the professional design

engineering services related to the survey and preparation of design drawings for the Plainfield Road Retaining Wall at the south west corridor of Plainfield Road and Cass Avenue in an amount not to exceed \$52,300.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

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

Mr. Dan Gombac, Director reported that this is a motion for approval for a contingency in the amount of \$20,000 for easement acquisition, pending survey and design engineering for the Plainfield Road Retaining Wall.

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

Alderman Stompanato made a motion, and it was seconded by Alderman Schauer approving a contingency in the amount of \$20,000 for easement acquisition, pending survey and design engineering for the Plainfield Road Retaining Wall.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

c. Resolution - Accepting a proposal from Connexion to purchase street light fixtures and shield at the submitted unit price through April 30, 2024.

Mr. Dan Gombac, Director reported that the City owns and maintains 630 streetlights. He reported that during the last year staff identified approximately 205 fixtures prematurely burned out.

Mr. Gombac reported that the existing Leotek fixtures carry a 10-year warranty set to expire in 2026 and while the manufacture has been honoring the replacements and continues to provide replacement inventory, lead times have been delayed due to supply chain issues. He reported that the labor to remove and replace is outsourced under the street light contract and the warranty does not cover the labor to remove and replace. Mr. Gombac reported that as a supplement, the City has reviewed an alternative fixture to replace the fixtures within a couple of days as they burn out, provided the Leotek fixture is in stock.

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

Alderman Belczak made a motion, and it was seconded by Alderman Stompanato approval of a resolution accepting a proposal from Connexion to purchase street light fixtures and shield at the submitted unit price through April 30, 2024.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

d. Resolution - Accepting a proposal from Connexion to purchase street light poles at the submitted unit price through April 30, 2024.

Mr. Dan Gombac, Director reported that this is approval to purchase street light poles. He reported that to reduce the lead times to accommodate requests or knock-downs staff is recommending purchasing an initial inventory of 5 light poles to hold in inventory. He further reported that the cost for the initial 5 poles will be \$9,490.

There was no one wishing to present public comment.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution accepting a proposal from Connexion to purchase street light poles at the submitted unit price through April 30, 2024.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

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

Mr. Dan Gombac, Director reported that the deicing program was initiated in 2018 and will be in its 5th year of use. He reported that there are two distinct snow and ice control strategies that make use of chemical freezing point effective: deicing and anti-icing. He further reported that deicing operations are performed to break the bond of already bonded snow and ice on the roadway and anti-icing operations are conducted to prevent the formation of bonded snow and ice for easy removal.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the purchase of Biomelt AG 64, the organic deicing accelerator product, from SNI Solutions, in an amount not to exceed \$11,205(4,500 gallons x\$2.49/gallon). Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

f. Resolution - Authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems Ltd., in an amount not to exceed \$17,235.00.

Mr. Dan Gombac, Director reported that this is for the purchase of alternative liquid de-icer and anti-icing products.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the purchase of alternative liquid de-icer and anti-icing products from Industrial Systems Ltd., in an amount not to exceed \$17,235.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

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

Mr. Dan Gombac, Director reported that this is approval for a contingency for any unforeseen winter conditions that may require the use of additional liquid de-icer and anti-icing products.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato Motion approving a contingency in the amount of \$10,000 for unforeseen winter conditions that may require the use of additional liquid de-icer and anti-icing products.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

h. Resolution - Authorizing the purchase of alternative liquid de-icer and anti-icing products from K-Tech Specialty Coatings, Inc., in an amount not to exceed \$23,276.00.

Mr. Dan Gombac, Director reported that this is approval for the purchase of alternative liquid de-icer and anti-icing products.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a Resolution authorizing the purchase of alternative liquid de-icer and anti-icing products from K-Tech Specialty Coatings, Inc., in an amount not to exceed \$23,276.00.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

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

Mr. Dan Gombac, Director reported that this is for approval of a contingency for unforeseen winter conditions that may require the use of additional liquid de-icer and anti-icing products.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approving a contingency in the amount of \$10,000 for unforeseen winter conditions that may require the use of additional liquid de-icer and anti-icing products.

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

- j. Annexation Petition – (10S360 Kearney Road/PIN 10-05-204-005).**

Mr. Dan Gombac, Director reported that the petitioner seeks to annex the subject property into the City of Darien. He reported that staff has verified that the subject lot is contiguous to the existing corporate boundary of Darien.

Mr. Gombac reported that the annexation of this lot will not trigger further annexations based on any previous pre-annexation agreements.

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

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of an Annexation Petition – (10S360 Kearney Road/PIN 10-05-204-005).

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

DIRECTOR'S REPORT

Mr. Dan Gombac, Director reported that the PZC will have a meeting next Monday to discuss the Gerber Auto Collision and Glass petition. He reported that the PZC unanimously approved the Woodland Glen Development.

Mr. Gombac reported that Liz Lahey, recording secretary has resigned.

NEXT SCHEDULED MEETING

Chairperson Tom Belczak announced that the next meeting is scheduled for Monday, November 27, 2023.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 6:54 p.m.

RESPECTFULLY SUBMITTED:

**Thomas Belczak
Chairperson**

**Ted Schauer
Alderman**

**Ralph Stompanato
Alderman**

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
SPECIAL MEETING
October 30, 2023**

PRESENT: Alderman Thomas Belczak-Chairman, Alderman Ted Schauer, Alderman Ralph Stompanato

ABSENT: None

OTHERS: Mr. Dan Gombac – Director, Mr. Jordan Yanke – City Planner, Mr. John Murphey – City Attorney

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 6:02 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

New Business

- a. **PZC2023-08 8325 Lemont Road – Gerber Collision Special Use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. Property is located within the B-2 Community Shopping Center Business District.**

Mr. Jordan Yanke, City Planner, reported that this is a Special Use request for the property located at 8325 Lemont Road. He reported that the existing building was a CVS Pharmacy and that the petitioner has proposed a conversion of the existing, vacant building to an auto collision, repair, and service center. He reported that City's zoning ordinance lists the proposed use as a garage for storage, repair, and servicing of motor vehicles, including body repair, painting, and engine rebuilding and deems it as a special use within the property's zoning designation.

Mr. Yanke reported that the project involves minimal site work, as there are no proposed changes to the building footprint or the access drives to the site and that most notable change is a new 6' wall/fence to enclose an existing paved area on the west side of the property between Lemont Road and the building per staff's recommendation so vehicles dropped off in need of repair can be parked in an area not visible to the public eye. He

stated that the wall/fence enclosure should be clarified as a condition of approval for the special use as an update on the case and something stipulated in the meeting packet.

Mr. Dan Gombac, Director reported on the 13,500 square foot property and what other businesses were proposed for that location. He explained that the City looked at the site for sporting venues, restaurants, dollar store, hardware store and that financially, physically and after looking at incentives was not possible. He reported that parking is also an obstacle and that banks are not loaning money to restaurants and that as much as the City and the residents would love to see a Trader Joes, they will not come to Darien.

Mr. Gombac reported that the City has looked at many options for the site and that medical facilities are more interested in strip malls with more foot traffic. He reported that a blood bank and a DIY store was also considered but that staff felt it was not the best use for the property.

Mr. Gombac reported that staff also researched indoor sports for pickleball, tennis, etc. and that the ceiling is an issue.

Chairperson Tom Belczak asked the petitioner to provide an overview of the proposal.

Mr. Jim Olguin, Attorney representing Gerber Collision and Glass introduced Ms. Kim Miller, Director, Environmental, Health and Safety, The Boyd Group to address the environmental concerns.

Ms. Kim Milller, Director, Environmental, Health and Safety, The Boyd Group gave a brief overview of her experience. She stated that Gerber operates 906 stores in the U.S. and Canada with three decades of experience.

Ms. Miller provided an overview of the services noting that all the coating rooms are all the same with water-based paints all low VOCs with minimal odor and very safe. She stated that there are small amounts of VOCs for the clear coat but they are confident that all applications are safe. Ms. Miller stated that they have never received an odor complaint.

Ms. Miller explained the painting process stating that the spraying is done indoors and regulated by the State of Illinois. She stated that the filters are changed regularly using high tech materials which minimizes airborne particulates. She further stated that the requirements are regulated with strict conditions and that they are confident with safety.

Ms. Miller stated that the parking lot is similar to any other parking lot and that there are no water emissions except for washing cars.

Mr. Gombac asked the petitioner for an explanation of the VOCs exhausted from building.

Ms. Miller stated that because the VOCs are so very low that any emissions are extremely low and non-detectable.

Chairperson Belczak questioned if the IL EPA has guidelines.

Ms. Miller reported that the IL EPA has strict guidelines and that each state checks and maintains strict records including reporting emissions. She stated that the State of Illinois is no different and they check regularly. She further stated that they do oil and antifreeze work occasionally but that there is a national program for waste disposal and that the waste is so small that they are not subject to regulation. Ms. Miller stated that there is however corporate policy on how it is disposed through drums and maintained on a dashboard for paint using a third party who requires logs. She stated that Gerber's regulatory inspection goes above and beyond.

Alderman Ted Schauer questioned if there is a difference between Gerber and a mom-and-pop shop.

Ms. Miller stated that some smaller shops may use higher VOCs.

Mr. Olguin reported on the Special Use permit and the understanding of the meaning. He stated that it is important to understand that it is a legislative conclusion by the City similar to a permitted use and that the criteria impact on the adjacent properties has no effect on the property owners or the public.

Mr. Olguin stated Gerber's proposal is a multimillion-dollar project and that they would not invest the money if there was not a demand. He stated that computer programming and a team was used to make sure there is a market for these services and that they are confident that this will benefit the community. He further stated that they do not believe they are taking business from someone else.

Mr. Olguin referenced the impact to traffic and stated that there is significantly less traffic than CVS with 49% less during the peak traffic in the morning and 80% less peak traffic in the evening and no access point to 83rd Court nor impact to the residents and the apartments to the east.

Mr. Olguin stated that the hours of operation will be 8am – 5pm Monday through Friday and no evenings or weekends with minimal noise. He stated that the City has noise requirements and that they are not asking for any deviation and that they will meet the noise requirements of the City.

Mr. Olguin provided a photo showing the new development and that they will be using the existing building with mature extensive landscaping. He stated that that there are no visual

effects to the adjacent properties and no deviations from an odor standpoint and no impact on any of the nearby properties.

Mr. John Murphey, City Attorney explained Special Use noting that any zoning ordinance is a legislative judgment and that courts refer to a Special Use as presumptively permissible and that something special has to make it special. He stated that there is a common misconception of the term "necessary" for the public convenience and that does not mean "absolutely necessary".

Alderman Ralph Stompanato had concern for visible damaged vehicles as well as the recycle bin outdoors.

Mr. Olguin stated that all the work is done on the interior and that Gerber gets the car in and out in a timely manner.

Ms. Kennedy Mcuen, Gerber Collision & Glass, stated that some of the larger shops the recycle bin is stored outside. She stated that this location is going to be a smaller shop and the stored indoors and more contained.

Mr. Mike Peirce, Storebuild LLC stated that Gerber has over 900 stores and that Gerber buys out smaller shops so some visually do not look the same. He displayed a photo of a new site in Huntley stating that it was built from the ground up.

Chairperson Belczak questioned the doors and their purpose.

Mr. Peirce stated that vehicles will drop off and estimating will occur on the north side of the building via a new garage door to be installed. He stated that two additional doors will be added on the west side of the building (off the screened parking area) for cars in need of repair to enter and exit the building. He further stated that the employee parking and finished cars parking lot will be in front of the store facing 83rd Street (main parking lot in front of storefront) and the screened in cars that need repair will be on the west side of the building (by the old CVS drive thru) screened by both the existing evergreens and other landscaped areas, berm, and a fence to be installed.

Chairperson Belczak opened the meeting to anyone wishing to present public comment. He stated that all correspondence submitted was received and read.

Mr. Brian Liedtke stated that he submitted correspondence and that this proposal is not about Gerber but about less traffic and what is best for the community. He stated that there are over 50 uses in the B-2 District and Gerber is not one of them. Mr. Liedtke stated that there are already two local body shops and that he has gone through the financial plan. He stated that the acquisition strategy is to dominate the market.

Mr. Liedtke stated that he requested the records and questioned how serious the City was with other proposals and that the comments and the testimony prove that the community has no interest in this proposal. He further stated that the petitioner's response was lazily prepared and that the City meetings are designed just to check the box.

Mr. Liedtke stated that many B-2 uses could work and very few were discussed. He stated that the Code for parking is not an issue nor is the ceiling height for a golf simulator, Whirly ball or Go Cart business. He questioned why the City is not following the mission statement and providing incentives to attract better businesses and that Darien can do better. Mr. Liedtke stated that there is no need to rush this.

Ms. Elizabeth Uribe stated that she disagreed with the attorneys and that the Darien Code as written is fine. She stated that it is the City's responsibility to assess if the appropriate use and that an auto repair is not one of those. She further stated that the petitioner's application was done in great haste and no information provided and that they do not meeting the criteria for special use.

Ms. Uribe stated that she is not aware of additional demand for another collision business in Darien and noted that Gerber has a D+ rating and not viewed with a good reputation. She stated that the petitioner provided mere conclusions and no actual data.

Ms. Uribe stated that she appreciated the presentation by the environmental specialist but that this proposal is about our neighbors, schools, homes, lakes, etc. and real people. She stated that there is more danger than they would like us to believe with real safety and traffic concerns.

Ms. Urbe referenced the hazardous waste pick up and that it was very close to a residence and that this proposal absolutely does not fit in the character of the area, doesn't fit in the community at all and that there are other options to enhance our community.

Mr. Robert Bracki stated that hazardous waste disturbs him greatly and that there are fluids cleaning up paint that produces VOCs. He stated that he has safety concerns about damaged cars and vandalism. Mr. Bracki stated that he spent several hours going over Gerber BBB and that only 4% of the reviews were complimentary.

Mr. Rich Jepsen, Owner of Darien Collision stated that he has been in business for 15 years. He stated that his business is out of site and out of mind and still provides service to the community. Mr. Jepsen stated that one shop has already closed due to lack of work and that there are three body shops within a mile. He questioned the safety with two schools and a retirement community nearby.

Mr. Coleman Lange, landlord for Darien Collision stated that Mr. Jepsen has been a renter for the last 15 years and if you put him out of business he will also be out of business.

Mr. Joe Myczek stated that he too submitted comments to the City. He stated that he does not agree with the minimal VOCs. He questioned the sanitary sewers, noise and if there will be a security fence. Mr. Myczek suggested that the Park District look at the area and provide more for the southwest side of town.

Mr. Leo Gustas stated that Gerber is just interested in making money and that if he had known an auto repair shop was moving in, he would never have purchased in area.

Mr. Vic Patton stated that he was an experienced biochemist. He stated that there was no mention of the concentration of VOCs from the stacks of the paint booth and the building. He further stated that no one knows the chronic implications and that Gerber's results are assumptions.

Mr. Patton stated that the waterborne base coat has a known carcinogen and that he would provide documentation. He questioned the VOCs introduced into the atmosphere with six vehicles per day and questioned the HVAC equipment and if the existing HVAC is going to be enough to supply the paint booth, exhaust and air to the building.

Mr. Jon Fey questioned if Gerber would run the cleanest operation and the results in 3-5 years. He stated that this is the worst type of business in the B-2 and that the City is bending over backwards to get them approved.

Mr. Phil Liable stated that he is blown away by the lack of detail that the petitioner provided. He stated that the area is surrounded by kids and bicyclists that use the path and that has been completely ignored. Mr. Liable questioned the aesthetics in five years stating that the Gerber facility nearby is not something that is desired in Darien. He questioned Ms. Miller's report and stated that nothing was there.

Mr. Gary Koche – President, Brookeridge Homeowners Association stated that the residents are concerned and against this proposal. He stated that there are residents who are on well water and that they would be more comfortable with a retail operation. Mr. Koche encouraged the City to find a more suitable retail operation.

Mr. Steve Shanks stated that the original documentation from the petitioner contained a bare minimum and that there are criteria in place to help public officials. He further stated that there is no evidence supporting the proposal and it is contradicting and misleading.

Mr. Shanks stated that it appeared that someone tipped off the petitioner to provide additional documentation and at the PZC meeting they were not prepared to support the

VOCs. He further stated that there is no user demand for the property and that the petitioner has not met burden of proof.

Mr. Shanks stated that the proposed fence is going to run over the fire hydrant and no mention of movement or repositioning and not a well thought out plan. He questioned fluids into the storm drain and that the petitioner's proposal does not meet the findings of fact and City criteria.

Ed Cervenka stated that he owned the vacant lot and that this was not good for resale.

Chairperson Belczak questioned if Gerber was a franchise or owned. He also questioned security and if there was any theft reported at other sites. He stated that he did not think a fence would look good.

Ms. Miller stated that all locations are corporate owned.

Mr. Peirce stated that they would have to get back to the City regarding statistics on theft but that the majority of their business is from insurance referrals and they would be concerned about theft.

Mr. Ryan Murphy, Storebuild LLC stated that there will be security on site and they can buy cameras.

Ms. Miller addressed hazardous waste and stated that it is collected indoors and that the paint related waste is so low that it takes the better part of a year to generate a drum. She stated that the statistics of VOCs into the air is a very small and non-detectable and not measured because the overall emissions are so low. She further stated that the cleaning of paint guns is service by a waste provider and the cleaning compound reused and not into the sewers.

Chairperson Belczak questioned if the building would be sprinklered and the length of the lease.

Mr. Murphy stated that they will do whatever is needed per City code. He stated that a new HVAC system will be installed and the building will be fully air conditioned.

Mr. Peirce stated that the lease is fifteen years and that Gerber has been a leader in the industry for 85 years. He stated that the data which they use is proprietary and that they are unaware of any sites that have closed.

Mr. John Demergent, Storebuild LLC referenced the Better Business Bureau ranking noting that there are 44 reviews and the submissions are a small sampling. He stated that there

are over 2500 Google reviews with a 4.3 out of 5 out of 2483 which is remarkable. Mr. Demergent stated that the BBB has been around since 1912 and that there are fees paid for accreditation. He referenced the three collision businesses in town and that there are no reviews so no complaints and that the D+ is a vanity metric put in place to attract businesses to erase the rating. He further stated that 85 years of experience stands on its own.

Alderman Stompanato stated that he was concerned about the D+ rating and that the CVS rating was an F which is an upgrade from what we had.

Chairperson Belczak asked staff about the fence and the fire hydrants.

Mr. Gombac reported that the City recommended the fence. He reported that there is presently an ornamental fence that needs repair and that staff will work with the nearby resident to have a fence of a different quality to replace it. He further reported that staff recommended a 6' high brick wall designed with the same brick as the building with a gate to have cars coming in and out and that the fire hydrant location will go through final engineering review and an additional hydrant may be required.

Ms. Kathleen Jackson stated that she is on well water south of the building and that there were two fires in 33 years and access to fire hydrants is the utmost importance. She stated that everything in the air goes into the ground and into the well that there has not been a walkability study.

Mr. Gombac reported that he is a Certified Water Operator with the State of Illinois and that the EPA has test sites within the quadrant of the Speedway. He reported that there is no reported issue of residue and no reports and contaminants in the area.

Mr. Gombac stated that DuPage County and the City of Darien are trying to get water to a resident because their well is not working properly and that he could help Ms. Jackson if needed.

Mr. Murphy stated that he and Mr. Peirce have over 60 years of retail experience and have marketed the site hard. He stated that they are the third company that has been hired for this location and that Gerber has been mischaracterized. He further stated that the business will generate sales tax and that Gerber offers financing, a lifetime guarantee on their work and that they support many different charities.

Mr. Olguin stated that per Illinois law that the City cannot deny a special use because they want a different use and that use is not in harmony with the surrounding neighborhood.

Alderman Schauer stated that this is going to go to the full City Council. He stated that Gerber provided clear evidence that they are not putting out chemicals or they would be shut down.

Chairperson Belczak stated that regarding environmental issues that there are no absolutes and on one ever knows.

There was no one else wishing to present public comment.

Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a PZC2023-08 8325 Lemont Road – Gerber Collision Special Use request pursuant to Section 5A-8-3-4 of the Zoning Ordinance. The petition specifically requests to allow conversion of a vacant building (former CVS Pharmacy) to an auto collision, repair, and service center. Property is located within the B-2 Community Shopping Center Business District with the following conditions:

- 1) Applicant/owner install a six (6) foot high brick wall enclosure with piers spaced and cap stone at the corners, and approximately 20 foot on center between the corners on the west side of the property as shown on the submitted site plan.**
- 2) Applicant/owner install a four (4) foot high trex fence to replace the existing fence located in the southern portion of the property.**

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

Chairperson Belczak announced that this would be forwarded to the City Council on Nov 6th at 7:30 pm.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 8:31 p.m.

RESPECTFULLY SUBMITTED:

Thomas Belczak
Chairman

Ted Schauer
Alderman

Ralph Stompanato
Alderman

**MINUTES
CITY OF DARIEN
MUNICIPAL SERVICES COMMITTEE
SPECIAL MEETING
November 1, 2023**

PRESENT: Alderman Thomas Belczak-Chairman, Alderman Ted Schauer, Alderman Ralph Stompanato

ABSENT: None

OTHERS: Mr. Dan Gombac – Director, Mr. Jordan Yanke – City Planner

Establish Quorum

Chairperson Thomas Belczak called the meeting to order at 6:01 p.m. at the City of Darien City Hall, 1702 Plainfield Road, Darien, Illinois. Chairperson Belczak declared a quorum present.

New Business

a. PZC2023-09 2941, 2963, and 2985 87TH Street – Woodland Glen Development

Mr. Jordan Yanke, City Planner, reported that the petitioner requests approval of a Rezone, Special Use Planned Unit Development (PUD), Preliminary Plat, and Variations/Waivers. He reported that the petition specifically requests approval for a 17-lot subdivision with 34 total dwelling units, or 17 two-family dwellings (i.e., duplexes).

Mr. Yanke reported that this is currently zoned Single-Family Residence District (R-1) and the proposed zoning is Multi-Family Residence District (R-3). He reviewed the waiver requests and noted that the PZC made a favorable recommendation with conditions.

Mr. Yanke reported that the petitioner submitted a traffic study and a letter was received from the Fire District and response from DUDOT regarding the sidewalk along 87th Street and if a traffic light is warranted. He further reported that there were a lot of concerns from the PZC meeting regarding stormwater, drainage, traffic impacts and landscaping and proximity of structures.

Mr. Yanke reported that the 2006 Comprehensive Plan had this area of land as a Key Development Area and an update to plan was done last year keeping this area as Key Development Area commercial in a cohesive nature or subdivision that City would be

interested in. He reported that this proposal meets gross density residential requirements in the PUD.

Mr. Dan Gombac, Director reported that the City will look at the fire hydrants and the fire district does not use cul-de-sacs. He reported that fire alarms and sprinklers are not required and if approved, the process will start again with final plat, engineering, etc. He further reported that at that time landscaping will be addressed.

Mr. Jim Healy, Attorney representing Woodland Glen Subdivision gave a brief overview of the proposal. He stated that the water will come from the City of Darien and sewers from DuPage County and that the development has a negligible impact. Mr. Healy stated that the area is commercial and high density and that this development offers transitional zoning with Woodridge nearby. He stated that this proposal will be positive to the City for 55 plus allowing residents to sell their home and move into a one level ranch with no maintenance.

Mr. Healy stated that they moved the homes two feet on east and west towards the street to have site lines in terms of safety and that they will need the variance to reflect 23 feet in the front to 20 feet and 23 in the rear.

Mr. Healy stated that they addressed the concerns of the PZC and are collaborating with staff and the Fire District. He stated that the Feedback from City residents is that they are looking for this specific type of residential living.

Mr. Scott Stevens, Vice President Donovan Homes stated that they are proposing ranch duplex homes which are two attached single level single family residences. He stated that the homes will be 2200 square feet with brick exterior and full basements, concrete driveway and an upscale interior with pricing beginning in the upper \$500,000 range.

Mr. Stevens shared slides from Woodglen located in the Village of Lemont and representative of the architecture proposed for Darien. He stated that there is significant grade change in the topography and that they designed site plan is to allow for standard and lookout basements.

Mr. Steve Kranenborg, Project Manager, V3 Companies presented information on the site engineering and stormwater management. He highlighted some of the design features and constraints and noted that there is a considerable amount of grade change in the southern half of the property and a 30-foot elevation difference.

Mr. Kranenborg stated that they investigated the existing wetland delineation and reported that there are no wetlands on site. He stated that they worked with the existing topography and designed the stormwater based on volume and best management practices and that

the design will be a significant improvement to the adjacent properties slowing the downstream discharge and slowly releasing it to the south.

Mr. Kranenborg stated that there will be naturalized native landscape and stormwater overflow routes to the detention basin for larger storm events and utilities in the rear yard. He stated that the sanitary sewer is not in the immediate vicinity so a lift station will be installed along with a 12" water main to the west.

Alderman Ted Schauer questioned if the development was in a flood zone and Mr. Kranenborg stated that it was not.

Chairperson Belczak questioned if any of the water flow will go from east to west.

Mr. Kranenborg stated that the flow is to the south and that each property line will have a swale to reroute to the catch basin. He stated that they will be matching the grade at the property line and basin will slope down.

Alderman Ralph Stompanato questioned the lift station.

Mr. Kranenborg stated that the development cannot be served by a gravity sewer system and the pump station will route through the main to the sewer. He stated that the electrical and pump has not been designed yet but that they will work with the lift station company to meet all the requirements.

Mr. Gombac asked the petitioner for an explanation of how the water sheet flows.

Mr. Kranenborg stated that the release rate is .7 cubic feet per second which is a significant reduction versus what is there presently. He stated that the strict stormwater management requirements do not allow any discharge onto the adjacent properties. He further stated that the water is captured and retained in the pond and released versus sheet draining.

Alderman Stompanato questioned if there is any consideration for an emergency type generator.

Mr. Stevens stated that there will be a generator.

Chairperson Belczak opened the meeting to anyone in the audience wishing to present public comment.

Mr. Tony Antiporek stated that the grading on the east is problematic and asked if it will be resolved as far as grades. He also questioned the retaining wall maintenance.

Ms. Donna Bicknesey stated that her family purchased her home 60 years ago it is a wetland and a swamp. She stated that once the retaining wall is built east and west it is going to be too wet to walk on. Ms. Bicknesey stated that the petitioner is pushing 6 units per acre and there is not graduated housing with what is going around the area. She stated that there are too many houses for the area and that Farmingdale Condominiums are nearby and nothing resembling this.

Ms. Karla Trombly stated that her home is behind the proposed development. She stated that the swamp is 2' deep and that they are putting in a subdivision in a water and grassy area. Ms. Trombly stated that the proposal is adding houses and cement and more water draining into the swamp and that she is concerned for her home and land. She stated that there is nowhere for the water to go and there is no way that Woodcrest can manage the water.

Ms. Jeanine Antiporek stated that this is a Key Development Area but that she was concerned that the City did not speak to all the residents. She stated that she purchased her home 27 years ago because it was special and that she disagreed that the traffic will not be impacted and that there are no wetlands. She further stated that this proposal will negatively affect the wildlife.

Mr. Tony Antiporek stated that he does not see any hardship and that the neighborhood does not want this. He stated that 53 people signed a petition against the proposal. Mr. Antiporek stated that it is a bad idea to let this go through and that they should build somewhere else.

A resident stated that the residents were never asked if they wanted this rezoned. She stated that this area is a gem of Darien and this is not right.

Chairperson Belczak asked for a definition of a wetland.

Mr. Kranenborg stated that a wetland has certain criteria soil and vegetation perspective. He stated that this is part of their due diligence on the property and just offsite the swamp area is classified as a wetland area and considered and in accordance with the DuPage County regulations.

There was more discussion regarding the stormwater drainage.

Mr. Kranenborg stated that the stormwater will go southeast to the wetland drainage where it is today. He stated that today it sheet drains off onto the residences and the basin will be captured and retained and slowly released.

Mr. Gombac displayed the GIS showing two major areas on the Woodcrest properties and none on the proposal.

Mr. Yanke referenced the wetland areas in the packet on page 19.

Chairperson Belczak questioned if any residents would have the opportunity to get City water and storm drainage.

Mr. Gombac reported that it could be a consideration Mr. Antiporek's property.

A resident questioned the snow removal from DuPage County and where the snow will be pushed.

Mr. Gombac reported that there is an excellent snow plowing system in place and that the City will haul or push to another area.

There were several residents in the area concerned about the salt going into the swamp and who is responsible for the retention pond.

Mr. Gombac reported that the Homeowners Association will be responsible but the first 3-5 years. He reported that the City holds funds with the developer to make sure it done within County standards.

A resident questioned who is responsible if their homes get flooded.

Mr. Gombac reported that the petitioner must follow the best practices and that the water will be released at a slower rate. He stated that he cannot predict what would happen in a 500-year storm.

Mr. Healy stated that DuPage County has the strictest stormwater in the nation. He stated that salt goes into the retention pond and there are strict regulations regarding the plantings.

Mr. Yanke reported that there are seven conditions that the PZC recommended and that one will need to be modified which directly impacts the neighbors to the east and west.

Mr. Kranenborg reported that after further analysis at a maximum they can push 6 units two feet to provide for additional buffer and landscaping along the lot line. He stated that once the two feet overlaps it goes beyond the sidewalk.

He stated that a shift in the front will be from 23 to 20 feet on the 6 lots.

Chairperson Belczak announced that this would be forwarded to the City Council on November 20th.

There was no one else wishing to present public comment.

- a. **Alderman Schauer made a motion, and it was seconded by Alderman Stompanato approval of a PZC2023-09 2941, 2963, and 2985 87TH Street subject to the following conditions:**
- 1) **Applicant revise the preliminary plan in regards to the location of duplexes on Lots 1, 2, 3, 9, 10, and 11. The structures on said lots shall be shifted two (2) feet towards Woodland Lane, resulting in a front yard setback of twenty-three (23) feet and rear yard setback of twenty (20) feet for each lot/duplex.**
 - 2) **Fire District Approval.**
 - 3) **Submittal of a Geotechnical Report.**
 - 4) **Submittal of Best Management Practices (BMPs).**
 - 5) **Submittal of Homeowners Association (HOA) covenants and restrictions.**
 - 6) **Response be obtained from DuPage County regarding sidewalk feasibility along 87TH Street.**
 - 7) **Traffic light feasibility study be submitted by the applicant to DuPage County.**

Upon voice vote, the MOTION CARRIED UNANIMOUSLY 3-0.

Chairperson Belczak announced that this would be forwarded to the City Council on Nov 6th at 7:30 pm.

ADJOURNMENT

With no further business before the Committee, Alderman Schauer made a motion, and it was seconded by Alderman Stompanato to adjourn. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 7:13 p.m.

RESPECTFULLY SUBMITTED:

**Thomas Belczak
Chairperson**

**Ted Schauer
Alderman**

**Ralph Stompanato
Alderman**