AGENDA Municipal Services Committee December 23, 2013 6:30 P.M. – Council Chambers

- 1. Call to Order & Roll Call
- 2. Establishment of Quorum
- 3. New Business
 - **a. 334 Janet Avenue** Petitioner seeks a variation to reduce the required front yard setback from 35 feet to 30 feet in order to construct a front porch
 - Resolution Requesting DuPage County to install No Left Turn signs at the driveway exits off of Plainfield Road/83rd Street
 - **c. Resolution** Approving an engineering agreement with Christopher B. Burke Engineering, Ltd for the Phase I Engineering of the Plainfield Road and Bailey Road roadway improvement in an amount not to exceed \$80,000.00
 - d. Resolution Approving an agreement with Christopher B. Burke Engineering, Ltd for Engineering Services for the Heritage Center redevelopment in an amount not to exceed \$37,660.00
 - **e. Resolution** Approving an agreement with Shive Hattery Architecture Engineering for Architectural Services for the Heritage Center redevelopment in an amount not to exceed \$67,960.00
 - **f. Discussion** Event parking at Hinsdale South High School
 - **g. Minutes** November 25, 2013 Municipal Services Committee
- 4. Director's Report
- 5. Next scheduled meeting January 27, 2014
- 6. Adjournment

AGENDA MEMO MUNICIPAL SERVICES COMMITTEE

MEETING DATE: December 23, 2013

Issue Statement

PZC 2013-08: 334 Janet Avenue: Petitioner seeks a variation to reduce the required

front yard setback from 35 feet to 30 feet in order to construct a front

porch.

Applicable Regulations: Zoning Ordinance: Section 5A-7-2-6(A): Yard Requirements, R-2

zoning district.

General Information

Petitioner: Larry Sakiri

> MSH Remodeling, Inc. 450 Frontage Road

Downers Grove, IL 60516

Property Owner: Yogesh Bhavsar

> 334 Janet Avenue Darien, IL 60561

Property Location: 334 Janet Avenue

PIN: 09-26-103-021

Existing Zoning: R-2 Single-Family Residence

Existing Land Use: Single-family home, detached

Surrounding Zoning and Land Use:

R-2 Single-Family Residence - single-family, detached homes North: South: R-2 Single-Family Residence – single-family, detached homes R-2 Single-Family Residence – single-family, detached homes East: R-2 Single-Family Residence – single-family, detached homes West:

Comprehensive Plan Update: Low Density Residential

History: None.

Size of Property: 20,375 square feet Agenda Memo

PZC 2013-08: 334 Janet Avenue

Page 2

Floodplain: The eastern portion of the property lies

floodway/floodplain, the structure itself has been removed from the floodway/floodplain by FEMA. The City Engineer has determined

the front porch is located outside of the floodway/floodplain.

Natural Features: None

Transportation: Property has frontage on Janet Avenue.

Documents Submitted

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

- 1. Plat of Survey, 1 sheet, prepared by Joseph M. DeCraene, dated October 23, 2002.
- House Plans, 2 sheets, prepared by IJM Group, Inc., dated July 24, 2013. 2.

Planning Overview/ Discussion

The subject property is located on the north side of Janet Avenue, east of Clarendon Hills Road. The property owner is in the process of tearing down the existing home and building a new home on the same foundation. The home torn down had a front stoop, but no roof covering it. The new home has a covered front porch.

The subject property is zoned R-2 Single-Family Residence, which requires a 35-foot front yard setback. The Darien Zoning Ordinance does not permit porches, and specifically covered porches, to encroach into the required front yard setback. The existing foundation is located just short of 35 feet from the front lot line. The proposed front porch will extend 5 feet out from the front wall of the home.

Staff indicated the location of the proposed front porch on the plat of survey.

Staff does not object to the petition. The porch is of modest size and does not encroach greatly into the required front yard setback. The plan as proposed maintains a front yard, consistent with the intent of the Zoning Ordinance.

The following are the variation criteria to consider:

- 1. Whether the general character of the property will be adversely altered.
- Whether the overall value of the property will be improved and there will not be any 2. potential adverse effects on the neighboring properties.
- 3. Whether the alleged need for the variation has been created by any person presently having a proprietary interest in the premises.

Agenda Memo PZC 2013-08: 334 Janet Avenue

Page 3

- 4. Whether the proposed variation will impair an adequate supply of light and air in adjacent property, substantially increase congestion in the public streets, increase the danger of fire or endanger the public safety.
- 5. Whether the proposed variation will adversely alter the essential character of the neighborhood.

Staff Findings/Recommendations

The proposed variation does not adversely alter the essential character of the property, nor will it impair the adequate supply of light and air in adjacent property, substantially increase congestion in the public streets or increase the danger of fire or endanger the public safety.

Therefore, staff recommends the Planning and Zoning Commission make the following recommendation granting the variation petition:

Based upon the submitted petition and the information presented, the request associated with PZC 2013-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition as presented.

<u>Planning and Zoning Commission Review - December 4, 2013</u>

The Planning and Zoning Commission considered this matter at its meeting on December 4, 2013. The following members were present: Beverly Meyer – Chairperson, Donald Hickok, Louis Mallers, Raymond Mielkus, Pauline Oberland, Michael Griffith – Senior Planner and Elizabeth Lahey – Secretary.

Members absent: Ronald Kiefer, John Lind, Kenneth Ritzert and Susan Vonder Heide.

Larry Sakiri, MSH Remodeling, Inc., the petitioner, was present.

Michael Griffith, Senior Planner, reviewed the agenda memo. He noted a home on the property was torn down and a new home is being constructed on the same foundation. He noted the foundation was already at the front yard building setback. He stated the porch is covered, and therefore is required to meet the building setbacks per the Zoning Ordinance. He noted the porch is of modest size, staff does not object.

Chairperson Meyer said she spoke to Dan Gombac, Director, Community Development, and stated he said there is not a drainage concern. She asked where the downspouts from the porch would be directed.

Mr. Sakiri stated the downspouts would be directed to the left of the home when facing the home.

Commissioner Mallers asked to clarify the variation.

Agenda Memo PZC 2013-08: 334 Janet Avenue Page 4

Mr. Griffith stated that since the porch is covered with a roof, the roof triggered the variation. He stated a stoop without a roof would have been permitted, but once the roof was incorporated into the plan, the porch was required to meet the front yard setback.

Commissioner Hickok stated he did not have an objection.

There was not anyone from the public to offer comments.

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

Based upon the submitted petition and the information presented, the request associated with PZC 2013-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Planning and Zoning Commission recommend approval of the petition as presented.

Upon a roll call vote, THE MOTION CARRIED by a vote of 5-0. (Commissioners Kiefer, Lind, Ritzert and Vonder Heide were absent.)

Municipal Services Committee - December 23, 2013

Based on the Planning and Zoning Commission's recommendation to recommend approval of the petition, staff recommends the Committee make the following recommendation to approve the petition:

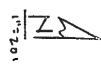
Based upon the submitted petition and the information presented, the request associated with PZC 2013-08 is in conformance with the standards of the Darien City Code and, therefore, I move the Municipal Services Committee recommend approval of the petition as presented.

Decision Mode

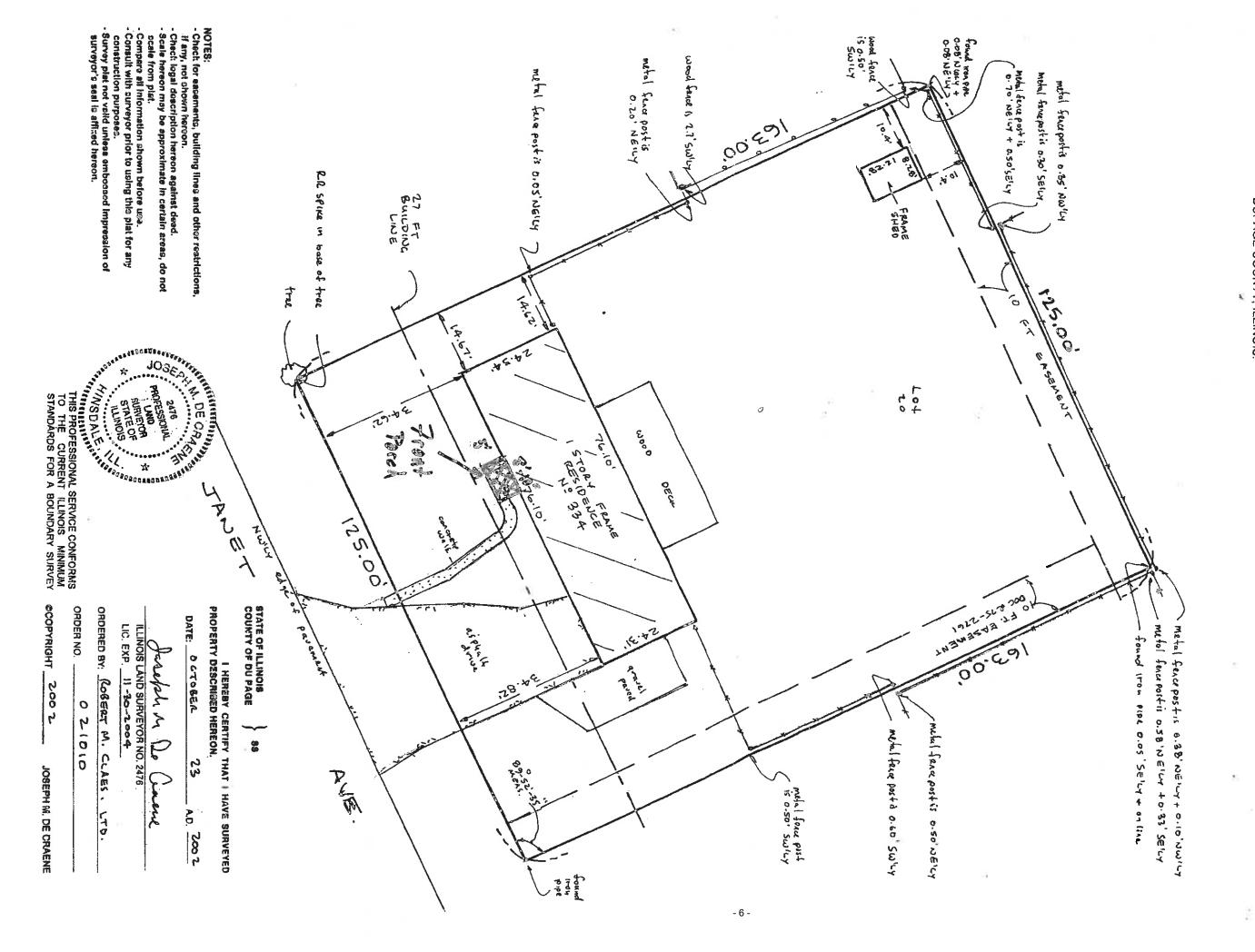
The Planning and Zoning Commission considered this item at its meeting on December 4, 2013. The Municipal Services Committee will consider this item at its meeting on December 23, 2013.

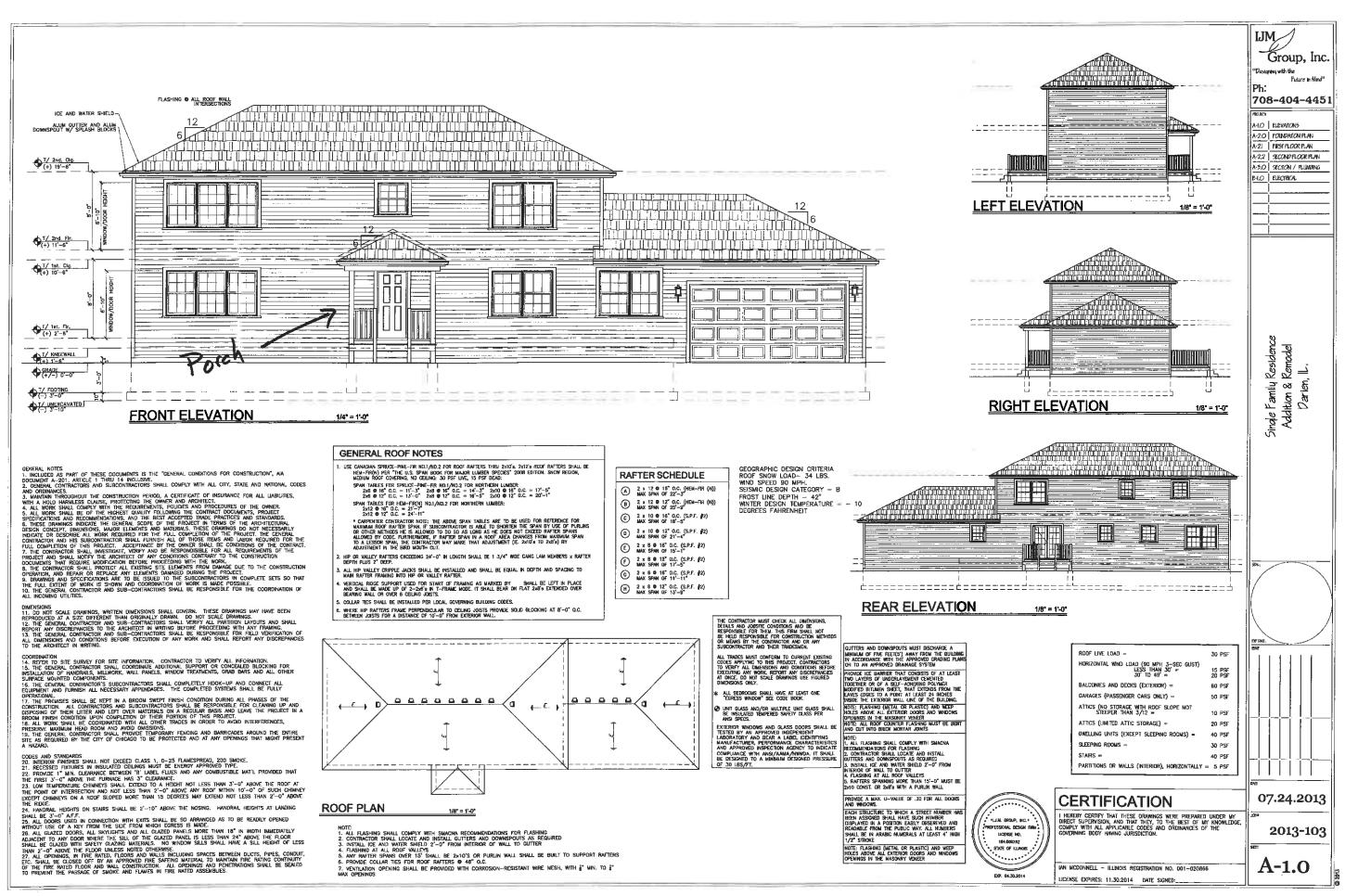
U:\DCD\PLANNING & ZONING COMM\PZC CASES I-P\Janet Ave 334.PZC 2013-08\MEMO.334 Janet Ave.msc.doc

Stat of Ourvey



LOT 20 IN BLOCK 51 IN TRI-STATE VILLAGE UNIT NUMBER 6, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 23, AND PART OF THE NORTHWEST QUARTER OF SECTION 26, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 10, 1946 AS DOCUMENT 499725, IN DUPAGE COUNTY, ILLINOIS.





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LIVING ROOM	188	1504	752	52.01	16
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DATH#3	28	*	57 CFM	76	100 CPM
M. DEDROOM	240	192	9.5	2201	16
DEDROOM#2	200	16	8	21.54	1067
DEDROOM #3	160	15.2	66	2134	1067
M. BATH	Bi	1-	122 CFM	7.6	125 CPM
DATH #2	59	-	89 CPM	76	100 CF11

ENERGY NOTES:

ENERGY NOUES:

-A PERMANENT CERTIFICATE SHALL BE POSTED ON OR IN THE ELECTRICAL DETRIBUTION PANEL. CERTIFICATE SHALL BE COMPLETED BY THE BUILDER, AND SHALL LIST THE PREDOMINANT R-HALLES OF INSULATION MEDITS OF THE BUILDER, AND SHALL LIST THE PREDOMINANT R-HALLES OF INSULATION SHAPE SHAPE

FRAMING NOTES

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ALLOWABLE SPANS ARE AS FOLLOWS: SPRUEE-PINE-FIR NO.1/NO.2 HEN-FIR(N)

CELING JOISTS - 2016 LL AND 106s DL

12° d.C.

14°-8" 18'-9" 22'-11" 26'-5" 22'-11"

22'-8" 22'-11" 18'-5" 18'-10" 18'-5" 18'-10" 18'-5" 18'-10" 18'-5"

2nd FLOOR, FLOOR JOSTS + 30bs LL AND 10bs DL 12° O.C. 11'-3' 14'-11" 19'-0' 24'-2' 16" O.C. 10'-3" 13'-6" 17'-2' 21'-4' 1st FLOOR, FLOOR JOSTS - 408s LL AND 108s DL 12" O.C. 10"-3" 13"-6" 17"-3" 21"-11 16" O.C. 9"-4" 12"-3" 15"-5" 19"-1"

LUMBER BASE VALUES

JOISTS - SPRUCE-PINE-FIR NO.1/NO.2 OR BETTER. Fb=8/5p.s.i., Fy=70p.s.i., E=1,400,000p.s.i.

JOISTS, HEADERS AND BEAMS — HEM—FIR(N) NO.1/NO.2 OR BETTER: Fb=1000p.s.i., Fv=75p.s.i., E=1,600,000p.s.i.

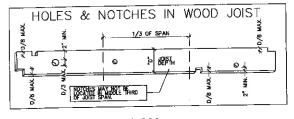
STUDS (10'-0" AND LESS IN HEIGHT) - STUDS GRADE S-P-F OR BETTER. Fb=675p.s.l., Fo=425p.s.l., e=1,200,00p.s.l.

STUDS GREATER THAN 10'-0" IN HEIGHT - S-P-F NO.1/NO.2 OR BETTER. F0=675p.s.l., Fc=1,100p.s.i., E=1,400,000p.s.i.

POSTS AND TREATED (SAMBER - SQUITHERN-PINE NO.2 OR BETTER. FD(PER NOS TABLES), Fv=90p.s.i., Fc(PER NOS TABLES), E=1,600,000p.s.l.

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FIRST FLOOR PLAN

NOTE:

1. FOR ROOF FRAMIND, REFER TO TO ROOF PLAN

1. FOR ROOF FRAMIND, REFER TO TO ROOF PLAN

2. PROVIDE A WH. OF (2) 2x12's WITH 1/2" PLYWOOD FLITCH PLATE

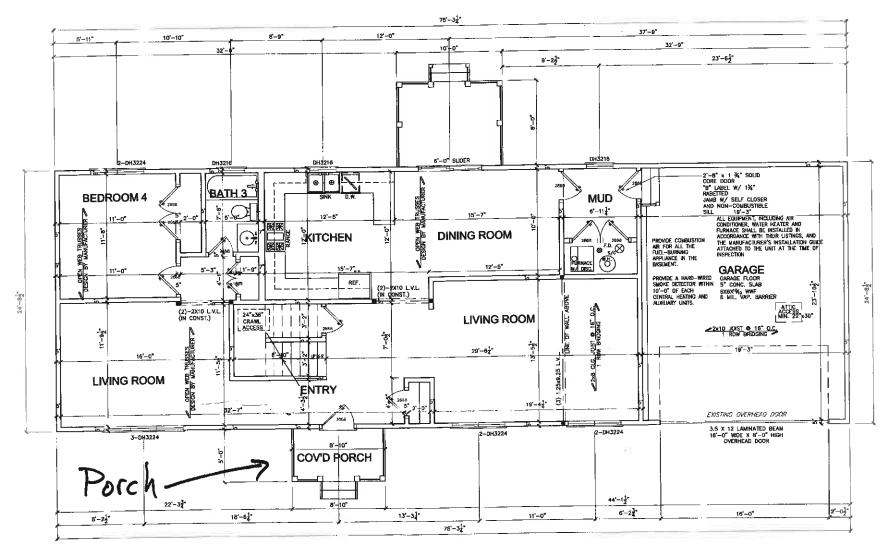
DPENNISS UNLESS OTHERWISE NOTED 3. PROVIDE LATERAL BLOCKING IN ALL SEARING AND EXTERIOR WALLS UNLESS

NOTED OTHERWISE

4. ALL MATERIAL SELECTIONS AND FINISHES SHALL BE SELECTED BY OWNER

1/4" = 1'-0"

■ B.P. = BEARING POINT ■ B.P.A. = BEARING POINT ABV.



NOTE: SEE PLANS & ELEVATIONS FOR DIRECTION OF OPENBALE DOORS & WINDOWS

1. IT IS THE RESPONSIBILITY OF BOTH THE GENERAL CONTRACTOR?

AND THE DOOR / WINDOW SUPPLER TO VERRY THAT ALL FORDERS OF THE PROPER HOUSENESS AND DISCONSIONS ARE CORRECT AND ADEQUATE FOR THE PROPER MISTALLATION OF ALL DOORS / WINDOWS SUPPLED.

2. WINDOWS SUPPLED.

2. WINDOWS SUPPLED.

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3. ANY ADDITIONAL WORK REGURED, INCLUDING CAULKING, PANNING, BUCKING AND REPORT OF THE AND OPERATION AS INDICATED ON THE ORDINANCE OF THE SUPPLIER OF THE ADDITIONAL WORK REGURED, INCLUDING CAULKING, PANNING, BUCKING AND REPORT OF THE SUPPLIER OF ALTERNAT ARRANGEBURDED.

4. NO ALTERATION TO THE DOORS OR WINDOWS THAT ALTER ALL DOOR AND FER ARCHITECT IS SPECIFICALLY NOTIFIED, IN WRITHE, ALL DOOR AND THE REPORT OF LIGHT ON VENTILATION PROMIDED ARE ALL DOOR AND WINDOW HEADS.

4. NO ALTERATION TO THE DOORS OR WINDOWS THAT ALTER ALL DOOR AND WINDOW HEADS. BLOCKING TO BE PRESERVATIVE BURST AND PROPOSAL.

5. PROVIDE AND INSTALL BLOCKING AND PANNING AT ALL DOOR AND WINDOW HEADS. BLOCKING TO BE PRESERVATIVE TREATED TY.

6. ALL QUAZED TO WRITH IMPORTED YEAR OF PANKED TO ANY DOOR THE FLOOR, SHALL BE GLAZED WITH SAFETY GLAZING MATERIALS.

7. ALL WINDOWS TO BE VINYL WITH THERMAL BREAK WITH 1" INSULATION CLASS.

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HEAVER THE FLOOR FINISH WHICH WILL EXCEED TOO SO, FT. IN
AFCA, ROOMER THE FLOOR FINISH WHICH WILL EXCEED TOO SO, FT. IN
AFCA, ROOMER STOPPED AT WALLS AND PARTITIONS, ALL
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THE FLOOR OCCUR. WHEN JOSTS RUN PARALLEL TO THE
WALL, THE JOIST NEAREST THE WALL SHALL BE TIGHT AGAINST
THE WALL.
WARNSCOTTING:

(1) FIRESTOPPING SHALL BE PROVIDED IN ALL WALLS AND PARTITIONS TO CUT OFF ALL CONCEALED DRAFT OPENINGS BOTH HORIZONTAL AND VERTICAL; AND TO PROVIDE AN EFFECTIVE FIRE BARRER BETWEEN STORIES AND BETWEEN THE UPPER STORY AND ROOF SPACE.

(2) IN BUILDINGS OF CONSTRUCTION TYPES IV, AND V, ALL STUD PARTITIONS AND WALLS SHALL BE FIRESTOPPED AT THE FLOOR AND CELLING AND AT INTERNEDUL POINTS AS MAY BE REDURED TO LIMIT ANY ENCLOSED VERTICAL SPACE TO EIGHT (8) FEET IN HEIGHT. IN BUILDINGS OF CONSTRUCTION TYPES IV, AND V, WHERE WALLS ARE FURRED, THE SPACE BETWEEN THE NISIDE OF THE FURRED AND THE FOOC OF THE WALL SHALL BE FIRESTOPPED FOR THE FULL DEPTH OF THE CONSUSTRICTION TO THE

ATTIC SPACES
IN BIALDINGS OF CONSTRUCTION TYPES IV AND V, ATTIC
SPACES SHALL BE SUBDIMDED INTO AREAS NOT EXCEEDING
3,000 SO. FT. BY MEANS OF PARTITIONS OF NOT LESS THAN
ONE—HALF (1/2) HOUR FIRE RESISTING CONSTRUCTION.
TICHLY FITTED AROUND DUCTS OR OTHER ASSEMBLES
PIERCING SUCH SUCH PARTITIONS. ANY DOORS IN SUCH
PARTITIONS SHALL BE OF INCOMBUSTIBLE CONSTRUCTION OF
AFTORD PROTECTION EQUAL TO THE ASSEMBLY IN WHICH THEY
EXIST; SUCH DOORS SHALL BE TIGHT FITTING.

EXIST; SUCH DOORS SHALL BE INFORMATIVE STAIRS ARE OF CLIBELSTEINE CONSTRUCTION, THE WHICH STAIRS ARE OF CLIBELSTEINE CONSTRUCTION, THE SPACE BETWEEN STRINGERS SHALL BE FIRESTOPPED AT THE STAIR STRINGERS SHALL BE FIRESTOPPED AT THE STAIR STRINGERS AND IN THE STAIR STAIR STAIR SHOPE PROVIDED BETWEEN STUDS OF ADJOINING STUD PARTITIONS ALONG AND IN LINE WITH THE RUN OF THE STAIRMAY. OPENINGS IN FORCES WALLS AND ROOFS ALL YERRICAL OPENINGS THROUGH FLOORS AND CEILINGS NOT SFEORICALLY MERTIGIANED ABOVE SUCH AS SPACES AROUND PIPES COMDUITS. POWER SHAPTING OR DUCTS SHALL BE FIRE—STOPPED. OPENINGS FOR BELTS AND CONVEYORS SHALL BE PROVIDED WITH INCOMBUSTBLE SLOTTED DOORS OR BE OTHERWISE CLOSED OFF.

CHINNEYS AND MANTELS
ALL SPACES BETWEET CHINNEYS AND WOOD JOISTS, BEAMS,
OR HEADERS SHALL BE FIFE STOPPED BY PLACING
HOCOMBUSTBILE MATERIAL TO A DEPTH OF ONE INCH AT THE
BOTTOM OF SPACES, ALL SPACES BACK OF COMBUSTBILE
MATERIA SHALL BE FILLED WITH INCOMBUSTBILE MATERIAL.

ENERGY CODE R. VALUES
R-38 CEILINGS
R-20 OR R-13 INSULATION +5
RIGID MSULATION WALLS
R-19 VALUED ROOF
R-21 FLOORS
R-10 BASEMENT WALLS
R-10 SLAS PERIMETER
R-20 CRAML SPACE WALLS

LINTEL	SIZE FOR MASONRY BUILDINGS
OPENING	SIZES
4'-0"	L 3 1/2" X 3 1/2" X 5/16"
5*~0"	L 3 1/2" X 3 1/2" X 5/16"
6'-0"	L 4" X 3 1/2" X 5/16"
7'-0"	L 4" X 3 1/2" X 5/16"
8'-0"	L 5" X 3 1/2" X 5/16"
9'-0"	L 5" X 3 1/2" X 3/8"
10'-0"	L 6" X 3 1/2" X 3/8"

IJM_/ Group, Inc. "Destaining with the Future in Mind 708-404-4451 A-LO | ELEVATIONS A-2,0 FOUNDATION PLAN A-2.1 FRSTFLOOR PLAN A-2,2 SECOND FLOOR PLAN A-3.0 SECTION / PLUMBING E-HO BLECTRICAL Single Family Residence Addition & Remodel Darlen, IL,

07.24.2013

2013-103

A-2.1

AGENDA MEMO MUNICIPAL SERVICES COMMITTEE MEETING DATE: December 23, 2013

Issue Statement

Speedway, 8301 Lemont Road: Consideration of a resolution requesting DuPage County to install No Left Turn signs at the driveway exits off of Plainfield Road/83rd Street.

Planning Overview/Discussion

The subject property is the Speedway service station at 8301 Lemont Road, at the northeast corner of Lemont Road and Plainfield Road/83rd Street and is under the jurisdiction of DuPage County.

This Speedway location has two driveways exiting onto Plainfield Road/83rd Street. Due to ongoing accidents and near misses, staff has been requested to review the site for additional signage. Staff has been in contact with DuPage County, and they concur with our analysis to install No Left Turn signs at these exits. The County requested a resolution for the signs. The County will install and maintain the signs within the County right of way. Staff notified Speedway of the proposed signage, see attached letter labeled Attachment A. Staff has not received any feedback.

The signs would include the following language: No Left Turn, Monday through Friday, 12:00 PM to 6:00 PM.

According to the Darien Police Department, as of November 4, 2013:

- There were 9 accidents within the preceding 18 months.
- All of the accidents occurred between 8:00 AM 5:04 PM.
- 7 or 77.7% of the accidents occurred between the hours of 12:30 5:40 PM.
- 3 or 33% of the accidents occurred in March.
- The rest of the accidents show no pattern occurring in April, May, June, July, August and October, with one accident in each of those months.
- 3 or 33.3% of the accidents involved a personal injury.
- The remainder of the accidents were property damage only.

A resolution is attached to this memo which will be forwarded to the City Council for consideration.

Staff Findings/Recommendation

Staff recommends approval of this resolution requesting DuPage County to install No Left Turn signs at the driveway exits off of Plainfield Road/83rd Street.

Decision Mode

The Municipal Services Committee will consider this item on December 23, 2013. The City Council will consider this item on January 6, 2014.

U:\DCD\STREET SIGNAGE REQUESTS\SPEEDWAY LEMONT AND 83RD\MEMO 8301 Lemont Rd Speedway No Left Turn signs msc revised 12 23 13.docx



CITY OF DARIEN

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

December 6, 2013

Speedway 8301 Lemont Road Darien, II 60561

RE:

8301 Lemont Road, Darien, Illinois 60561

No Left Turns signs at driveway exits on Plainfield Road/83rd Street

Dear Manager:

This letter is to inform you the City of Darien will be requesting DuPage County to install No Left Turn signs at Speedway's driveway exits along Plainfield Road/83rd Street. The signs will be installed within the County's road right-of-way. Due to ongoing accidents and motorists complaints, the City is taking the necessary action to mitigate the accidents and close-calls for all motorists.

The proposed signage will prohibit left turns from the two driveway exits Monday through Friday between the hours of 12:00 PM and 6:00 PM due to accidents and complaints from drivers regarding near misses.

The proposed ordinance will be reviewed by the City Council's Municipal Services Committee, Monday, December 23, 2013, at 6:30 PM, followed by City Council, Monday, January 6, 2014, at 7:30 PM.

If you have questions, please contact me at (630) 353-8113.

Sincerely,

COMMUNITY DEVELOPMENT DEPARTMENT

Michael Griffith, AICP

Senior Planner

C: Sylvia McIvor, Alderman, Ward 6

Bryon Vana, City Administrator

Dan Gombac, Director, Community Development/Municipal Services

RESOLUTION NO.	
	,

A RESOLUTION REQUESTING DUPAGE COUNTY TO INSTALL NO LEFT TURN SIGNS

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, between May 2012 and November 2013, there were 9 accidents relative to the Speedway service station located at, 8301 Lemont Road, Darien, Illinois 60561, at the Lemont Road and Plainfield Road/83rd Street intersection, and

WHEREAS, 3 of the 9 accidents involved personal injury; and

WHEREAS, 6 of the 9 accidents involved property damage only; and

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

SECTION 1: The City of Darien requests DuPage County install No Left Turn signs, which read, "No Left Turn, Monday through Friday, 12:00 PM to 6:00 PM", one sign erected at each of the driveway exits onto Plainfield Road/83rd Street at property located at 8301 Lemont Road, Darien, Illinois 60561.

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

PASSED BY THE CITY COUNCIL OF THE CITY OF DARIEN, DUPAGE COUNTY, ILLINOIS, this 6th day of January, 2014.

AYES:			
	 	*	

RESOLUTION NO.	
NAYES:	
ABSENT:	
APPROVED BY THE MAYOR	R OF THE CITY OF DARIEN, DUPAGE COUNTY,
ILLINOIS, this 6 th day of January, 2014	
	KATHLEEN MOESLE WEAVER, MAYOR
ATTEST:	
JOANNE E. RAGONA, CITY CLERK	
APPROVED AS TO FORM:	
CITY ATTORNEY	

AGENDA MEMO

Municipal Services Committee December 23, 2013

Issue Statement

A resolution approving an engineering agreement with Christopher B. Burke Engineering, Ltd. Engineering for the Phase 1Engineering of the Plainfield Road and Bailey Road roadway improvement in an amount not to exceed \$80,000.00.

Background/History

The City of Darien was notified on June 14, 2013, through the DuPage Mayors and Mangers Conference that the City is a recipient of a grant for the Plainfield Road and Bailey Road roadway improvement, see Attachment A. The scope of the project includes the following:

- Widening and resurfacing Plainfield Road to include eastbound and westbound left turn lanes
- New Traffic Signal installation at the Plainfield Road/Bailey Road intersection
- Associated drainage and ADA improvements and utility relocations/improvements
- The limits of the project extend along Plainfield Road approximately 1,500 feet and along Bailey Road approximately 200 feet.

The County of DuPage recently completed a traffic signal analysis and provided e-mail correspondence on October 29, 2013 that the traffic signal meets their criteria, see attached Attachment B. While the traffic signal is warranted, the City will be responsible for the annual energy costs to operate the signals and the County will be responsible for all future maintenance. Additionally, due to the proximity of the traffic signals at Manning Road and Cass Avenue, the City will be financially responsible for the construction of specialized cable and equipment to be in sync with the Bailey Road traffic signal. Below is a to date timeline regarding the proposed project.

- August 8, 2012 Grant Submitted-Surface Transportation Program (STP)-through DuPage Mayors and Managers Conference
- December 4, 2012 Received notice from DuPage Mayors and Managers that City was not approved for the grant
- June 14, 2013 Received notice from DuPage Mayors and Managers that City was approved for the grant in the total amount of \$875,000 (\$613,000 Federal Aid). The City would be responsible for \$263,000 of which the County would reimburse the City a fair share. We are unable to provide an accurate cost share responsibility until the Phase 1 Engineering is complete. The City would be solely responsible for the Phase 1 Engineering at a cost not to exceed \$80,000- See CBBEL Proposal labeled as Exhibit A, page 9 of 10 for Cost Summary.
- Kickoff meeting held with the Illinois Department of Transportation July 2, 2013
- June 14, 2013-October 29, 2013 Traffic warrant analysis conducted. City received an e-mail notification that the traffic count analysis warrants a traffic signal at the intersection.

Staff further inquired the following of the County:

- 1. Why won't the County take on the entire cost of the project including engineering?
- 2. Since the intersection now warrants a traffic signal would the County take on the entire cost of the project?
- If not why.

County Response 1. The improvement of Plainfield Rd at Bailey Road was never included in the County's Transportation Improvement Program and is therefore considered a local (City) initiated project. In the past, with other locally initiated projects, the County has entered into arrangements to participate in a portion of the project costs (design engineering, land acquisition, construction and construction engineering).

Plainfield Road and Bailey Road Phase 1 Engineering December 23, 2013 Page 2

County Response 2. See above.

The City forwarded a Letter of Intent for review by the County Board to memorialize our respective project and cost responsibilities. Terms of the LOI were presented to the County Board on December 10, 2013 and voted upon favorably to support the project and the cost sharing, see attached correspondence labeled as Attachment C. The City will be required to enter into an Intergovernmental Agreement should the project move forward.

The City sent a Request for Proposals for the Phase 1 Engineering and opened sealed bids on December 17, 2013. Below are the results of Phase 1 Engineering Costs:

Vendor	Bid Results
Shive-Hattery Architecture Engineering	\$92,150.00
V3 Companies of Illinois	\$88,955.00
Marchris Engineering, Ltd.	\$103,700.00
Christopher B. Burke Engineering, Ltd.	\$80,000.00
Civiltech Engineering, Inc.	\$135,108.20

The Phase 1 Engineering consists of engineering and environmental studies for the improvement of the intersection of Plainfield Road and Bailey Road. The engineering project is required to be developed in accordance with federal project development procedures in accordance with Surface Transportation Program, (STP) procedures. As such, the project will be coordinated through IDOT-Bureau of Local Roads in Schaumburg with IDOT granting Design Approval. The engineering firm is IDOT Certified and in current good standing.

Upon completion of the Phase 1 Engineering, staff will be able to provide a cost analysis including cost sharing responsibilities with the County.

The FYE14 Budget did not include funding for the Phase 1 Engineering. Funding is available through the Capital Fund from savings that were realized from various projects.

	•	FY 13/14	FY 13/14		FY 13/14
ACCOUNT		EXPENDITURE	EXPENDITURES	PROPOSED	PROPOSED
NUMBER	DESCRIPTION	BUDGET	TO DATE	EXPENDITURE	BALANCE
	Phase 1				
	Engineering				
	Plainfield Road				
25-35-4325	& Bailey Road	\$3,217,224	\$2,922,150	\$80,000	\$215,074

Staff Recommendation

Staff recommends approval of this agreement with Christopher B. Burke Engineering, Ltd. in an amount not to exceed \$80,000.00.

Alternate Consideration

As directed.

Decision Mode

This item will be forwarded to the Administration Finance Committee on January 6, 2013 for further consideration.



DUPAGE MAYORS AND MANAGERS CONFERENCE an association of municipalities representing 1,000,000 people

1220 Oak Brook Road Oak Brook, Illinois 60523 (630) 571-0480 Fax: (630) 571-0484 www.dmmc-cog.org

Founded June 19, 1962

MEMBER MUNICIPALITIES

Date:

June 14, 2013

Addison Aurora

Bartlett

Bensenville

Bloomingdale

Bolingbrook

Burr Ridge

Carol Stream

Clarendon Hills

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Elmhurst

Glen Ellvn

Glendale Heights

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Hinsdale

Itasca

Lisle

Lombard

Naperville

Oak Brook

Oakbrook Terrace

Roselle

St. Charles

Villa Park

Warrenville

Wayne

West Chicago

Westmont

Wheaton Willowbrook

Winfield

Wood Dale

Woodridge

Dan Gombac To:

Darien

From:

Mike Albin Transportation Project Manager

Re:

Additional Projects - FY 13-18 Surface Transportation Program (STP)

DuPage Mayors and Managers Conference has been given additional marks to add to our FY 13-18 STP program following approval of the initial program last fall. This memo is to confirm that the DuPage Mayors and Managers Conference has approved adding the following project as a guaranteed project to the FY 13-18 STP program with the additional STP funding:

Plainfield Intersection Improvement, in the amount of (in thousands): \$875 (total) / \$613 (federal). The TIP ID for the project will be 08-13-0028.

Under Conference policies, you will have until September 30, 2018 to bring the project to a bid letting or risk losing the funding.

If you have any questions, please contact me at (630) 571-0480 x222 or via email at malbin@dmmc-cog.org. Thank you for your continued participation in the Conference STP program.

Cc:

Kathleen Weaver, Mayor Bryon Vana, Administrator



DIVISION OF TRANSPORTATION

(630) 407-6900

FACSIMILE (630) 407-6901

October 31, 2013

Mr. Daniel Gombac City of Darien Director of Community Development 1702 Plainfield Road Darien, Illinois 60561

Re: CH 31/Plainfield Road at Bailey Road

Intersection Improvement

Dear Director Gombac:

This is in response to your recent request for a traffic signal warrant study to support the City of Darien's phase I effort for the above referenced project (City's STP funded project).

Before a traffic signal may be installed at a County controlled intersection, it must first be determined to be warranted through a traffic engineering study. An essential part of the study is the provision to provide a recent vehicle count of weekday traffic for eight or more hours of the day. The traffic volumes are reviewed and compared to the minimum volumes required by the applicable traffic signal warrants as defined in the "Manual on Uniform Traffic Control Devices for Streets and Highways" and the Illinois Department of Transportation's reduction factors for right turn vehicle volumes.

Based on the results of the attached September 13, 2013 traffic signal warrant study DuPage County will permit the installation of traffic signals at the Plainfield and Bailey Roads intersection in conjunction with the following requirements:

- A County Highway Permit would normally be required, however, it is my understanding that you are preparing a Letter of Intent for this project that will be presented to the County Board for acceptance and ultimately an intergovernmental agreement will be prepared. The intergovernmental agreement will be in lieu of a highway permit although the City will agree to be bound by the Highway Permit Conditions as they exist on the date of the execution of the intergovernmental agreement.
- Roadway widening will be required to provide opposing left turn lanes on Plainfield Road and for larger truck movements.
- The new traffic signal shall not inhibit the progression of traffic on Plainfield Road. Conduit with fiber optic cable shall be provided connecting the Bailey signal to the existing signals at Cass Avenue and also at Manning Road. The Manning Road signal cabinet shall be upgraded to provide proper transfer of data.

 The intergovernmental agreement will also identify electrical energy/maintenance costs as well as future signal modification/pavement marking participation responsibilities in proportion to the number of approaches to the intersection maintained by the respective parties.

Please incorporate the above requirements in the Letter of Intent that you are preparing for the County's review for the project per Mr. Snyder's e-mail to you this date. If you have any questions or need additional information concerning this matter, please feel free to contact me at 630/407-6893.

Very truly yours,

David A Ziesemer, P.E. County Traffic Engineer

cc: A. Dolan/DOT

Attachment: Traffic Signal Warrant Study

DAZ/emh

COUNTY HIGHWAY 31 (PLAINFIELD ROAD)
AND BAILEY ROAD

DARIEN, ILLINOIS

TABLE OF CONTENTS

INTRODUCTION
EXISTING CONDITIONS
CONCLUSION
TRAFFIC SIGNAL WARRANTS

Prepared by: DuPage County Division of Transportation 421 North County Farm Road Wheaton, IL 60187-2553

September, 2013

INTRODUCTION

In a letter to Mr. Chris Snyder, County Engineer, Dan Gombac, Director of Community Development for the city of Darien, requested that the intersection of Plainfield and Bailey Road be analyzed for the installation of a traffic signal.

EXISTING CONDITIONS

Plainfield Road (County Highway 31) is a four lane roadway with a speed limit of 40 MPH and has an ADT of 20,600.

Bailey Road intersects Plainfield Road only to the south. The north leg of the intersection is composed of a few small businesses.

Machine counters were set on 9/5/13 and Manual counts were done on 9/4/13.

TRAFFIC SIGNAL WARRANTS CRITERIA

All engineering studies dealing with the installation of a traffic signal are done in accordance with the policies developed by the U.S. Department of Transportation. All standards are published in the "Manual on Uniform Traffic Control Devices 2000."

		Pagones Theo	nem applied	Raw numbers	
WARRANT NUMBER		Hours Met	RESULTS	Hours Met	RESULTS
1	Eight-Hour Vehicular Volume (Condition A)	(0 HRS)	NOT MET	(2 HRS)	NOT MET
1	Eight-Hour Vehicular Volume (Condition B)	(8 HRS)	MET	(8 HRS)	MET
2	Four-Hour Vehicular Volume		MET		MET
3	Peak Hour		MET		MET
4	Pedestrian Volume		NOT MET		NOT MET
5	School Crossing		NOT MET		NOT MET
6	Coordinated Signal System		NOT MET		NOT MET
7	Crash Experience		NOT MET		NOT MET
8	Roadway Network		NOT MET		NOT MET

Note: Condition A and B under Warrant 1 represents the "Minimum Vehicular Volume" and "Interruption of Continuous Traffic" respectively.

DuPage County Division of Transportation

PLAINFIELD

BAILEY

Machine Count Tabulation Sheet

Intersection counted-

RAW ADT

TOTAL PLAINFIELD ENTERING PRIVATE ENT. PLAINFIELD BAILEY SOUTHBOUND WESTBOUND NORTHBOUND EASTBOUND VOLUMES LEFT THRU RIGHT TOTAL Date Time THRU RIGHT TOTAL LEFT THRU RIGHT TOTAL LEFT THRU RIGHT TOTAL n 09/04/13 12:00 AM - 01:00 AM 01:00 AM - 02:00 AM 09/04/13 09/04/13 02:00 AM - 03:00 AM Λ n 09/04/13 03:00 AM - 04:00 AM 04:00 AM - 05:00 AM 09/04/13 05:00 AM - 06:00 AM Λ 09/04/13 09/04/13 06:00 AM - 07:00 AM 97:00 AM - 08:00 AM 09/04/13 08:00 AM - 09:00 AM O 09/04/13 09:00 AM - 10:00 AM 09/04/13 10:00 AM - 11:00 AM 09/04/13 11:00 AM - 12:00 PM 12:00 PM - 01:00 PM 09/04/13 D 09/04/13 01:00 PM - 02:00 PM 02:00 PM - 03:00 PM 03:00 PM - 04:00 PM 09/04/13 09/04/13 04:00 PM - 05:00 PM 09/04/13 05:00 PM - 06:00 PM 09/04/13 06:00 PM - 07:00 PM a 07:00 PM - 08:00 PM Ð D 09/04/13 08:00 PM - 09:00 PM O 09/04/13 09:00 PM - 10:00 PM n 09/04/13 10:00 PM - 11:00 PM Λ 09/04/13 11:00 PM - 12:00 AM **24HR TOTALS**

DATE:	9/18/2013			
MAJOR:	PLAINFIELD	LANES: 2	CRITICAL APPROACH SPEED: (MPH)	40
			85th PERCENTILE SPEED (MPH):	41
MINOR:	BAILEY	LANES: 2	CRITICAL APPROACH SPEED: (MPH)	35

VOLUME CRITERIA TO MEET WARRANT I AT RAW NUMBERS	
MAJOR STREET TOTAL VPH (BASED ON LANES ONLY)	600
MINOR STREET HIGHER LEG VPH (BASED ON LANES ONLY)	200
MULTIPLICATION FACTOR BASED ON 85th %-tile SPEED	0.7
MAJOR STREET TOTAL VEHICLES PER HOUR	420
MINOR STREET HIGHER LEG VEHICLES PER HOUR	140

	VOLUMES (VEHICLES PER HOUR)						
	MAJOR STREET MINOR STREET						
						HIGHER	WARRANT
TIME	WB	EB	TOTAL	NB	SB	LEG	MET THIS
						VOLUME	HOUR
12:00AM			0		0	0	
01:00			0		0	0	
02:00			0		0	0	
03:00			0		0	0	
04:00			0		0	0	
05:00			0		0	0	
06:00			0		0	0	
07:00	323	1023	1346	171	0	171	YES
08:00	421	823		134	0	134	
09:00	407	538	945	87	0	87	
10:00	462	553		96	0	96	
11:00	549	492	1041	93	0	93	
12:00PM	578		1127	158	0	158	YES
01:00	590	485	1075	88	0	88	
02:00	690	566		116	0	116	
03:00	847	631	1478	111	0	111	
04:00	1035	745		100	0	100	
05:00	1122	740	1862	117	0	117	
06:00			0		0	0	
07:00			0		0	0	
08:00			0		0	0	
09:00			0		0	0	
10:00			0		0	0	
11:00			0		. 0	0	
	7024	7145	14169	1271	0	1271	

NUMBER OF HOURS IN WHICH CRITERIA IS MET:

WARRANT 1: NOT MET

DATE:	9/18/2013	-		
MAJOR:	PLAINFIELD	LANES: 2	CRITICAL APPROACH SPEED: (MPH)	40
			85th PERCENTILE SPEED (MPH):	41
MINOR:	BAILEY	LANES: 2	CRITICAL APPROACH SPEED: (MPH)	35

VOLUME CRITERIA TO MEET WARRANT CARE (RIGHT REDUIC	D)
MAJOR STREET TOTAL VPH (BASED ON LANES ONLY)	600
MINOR STREET HIGHER LEG VPH (BASED ON LANES ONLY)	200
MULTIPLICATION FACTOR BASED ON 85th %-tile SPEED	0.7
MAJOR STREET TOTAL VEHICLES PER HOUR	420
MINOR STREET HIGHER LEG VEHICLES PER HOUR	140

-	MAJ	OR STREE	Ι	<u>M</u> I	INOR STRE	ET	
•						HIGHER	WARRANT
TIME	WB	EB	TOTAL	NB(adj)	SB	LEG	MET THIS
						VOLUME	HOUR
12:00AM			0		0	0	
01:00			0		0	0	
02:00			0		0	0	
03:00			0		0	0	
04:00			0		0	0	
05:00			0		0	0	
06:00			0		0	0	
07:00	323	1023	1346	86	0	86	
08:00	421	823	1244	86	0	86	
09:00	407	538	945	63	0	63	
10:00	462	553	1015	69	0	69	
11:00	549	492	1041	66	0	66	
12:00PM	578	549	1127,	102	0	102	
01:00	590	485	1075	59	0	59	
02:00	690	566	1256	71	0	71	
03:00	847	631	1478	80	0	80	
04:00	1035	745	1780	69	0	69	
05:00	1122	740	1862	84	0	84	
06:00			0		0	0	
07:00			0		0	0	
08:00			0		0	0	
09:00			0		0	0	
10:00			0		0	0	
11:00			0	e in a mark in the	0	0	
	7024	7145		835	Ö		<u> </u>

NUMBER OF HOURS IN WHICH CRITERIA IS MET: 0
WARRANT 1: NOT MET

DATE:	9/18/2013				
MAJOR:	PLAINFIELD	LANES:	2	CRITICAL APPROACH SPEED (MPH):	40
				85th PERCENTILE SPEED (MPH):	41
MINOR:	BAILEY	LANES:	2	CRITICAL APPROACH SPEED (MPH):	35

VOLUME CRITERIA TO MEET WARRANT 1-B: RAW NUMBERS	
MAJOR STREET TOTAL VPH (BASED ON LANES ONLY)	900
MINOR STREET HIGHER LEG VPH (BASED ON LANES ONLY)	100
MULTIPLICATION FACTOR BASED ON 85th %-tile SPEED	0.7
MAJOR STREET TOTAL VEHICLES PER HOUR	630
MINOR STREET HIGHER LEG VEHICLES PER HOUR	70

	MAJOR STREET MINOR STRE				ET		
						HIGHER	WARRANT
TIME	WB	EB	TOTAL	NB	SB -	LEG	MET THIS
40.00444						VOLUME	HOUR
12:00AM			0		0	0	
01:00			0		0	0	
02:00			0		0	0	
03:00			0		0	0	
04:00			0		0	0	
05:00			0		0	0	
06:00			0		0	0	
07:00	323	1023	1346	171	0	171	YES
08:00	421	823	1244	134	0	134	YES
09:00	407	538	945	87	0	87	YES
10:00	462	553	1015	96	0	96	YES
11:00	549	492	1041	93	0	93	YES
12:00PM	578	549	1127	158	0	158	YES
01:00	590	485	1075	88	0	88	YES
02:00	690	566	1256	116	0	116	YES
03:00	847	631	1478	111	0	111	YES
04:00	1035	745	1780	100	0	100	YES
05:00	1122	740	1862	117	0	117	YES
06:00			0		0	0	
07:00			0		0	0	
08:00			0		0	0	
09:00			0		0	o	
10:00			0		0	o	
11:00			0		0	0	
	7024	7145	14169	1271	0	1271	YES

NUMBER OF HOURS IN WHICH CRITERIA IS MET: 11
WARRANT 2: MET

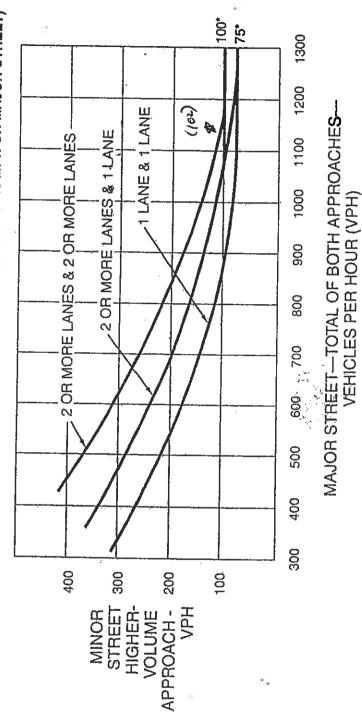
DATE:	9/18/2013				
MAJOR:	PLAINFIELD	LANES:	2	CRITICAL APPROACH SPEED (MPI	40
<u> </u>				85th PERCENTILE SPEED (MPH):	41
MINOR:	BAILEY	LANES:	2	CRITICAL APPROACH SPEED (MP)	35

VOLUME GRITISRIA TO MEET WARRANT 1- B: (RIGHTS REDUCED)	
MAJOR STREET TOTAL VPH (BASED ON LANES ONLY)	900
MINOR STREET HIGHER LEG VPH (BASED ON LANES ONLY)	100
MULTIPLICATION FACTOR BASED ON 85th %-tile SPEED	0.7
MAJOR STREET TOTAL VEHICLES PER HOUR	630
MINOR STREET HIGHER LEG VEHICLES PER HOUR	70

	VOLUMES (VEHICLES PER HOUR)								
	MAJ	OR STREE	<u>T</u>	<u>M</u>					
						HIGHER	WARRANT		
TIME	WB	EB	TOTAL	NB(adj)	SB	LEG	MET THIS		
						VOLUME	HOUR		
12:00AM			0		0	0			
01:00			0		0	0			
02:00			0		0	0			
03:00			0		0	0			
04:00			0		0	0			
05:00			0	·	0	0			
06:00			0		0	0			
07:00	323	1023	1346	86	0	86	YES		
08:00	421	823	1244	86 :	0	86	YES		
09:00	407	538	945	63	0	63			
10:00	462	553	1015	71	0	71	YES		
11:00	549	492	1041	66	0	66			
12:00PM	578	549	1127	102	0	102	YES		
01:00	590	485	1075	59	0	59			
02:00	690	566	1256	71	0	71	YES		
03:00	847	631	1478	80	0	80	YES		
04:00	1035	745	1780	72	0	72	YES		
05:00	1122	740	1862	84	0	84	YES		
06:00			0		0	0			
07:00			0		0	0			
08:00			0		0	0			
09:00			0		0	0			
10:00			0		0	0			
11:00			0		0	0			
	7024	7145	14169	840	0	840			

NUMBER OF HOURS IN WHICH CRITERIA IS MET: 8
WARRANT 2: MET

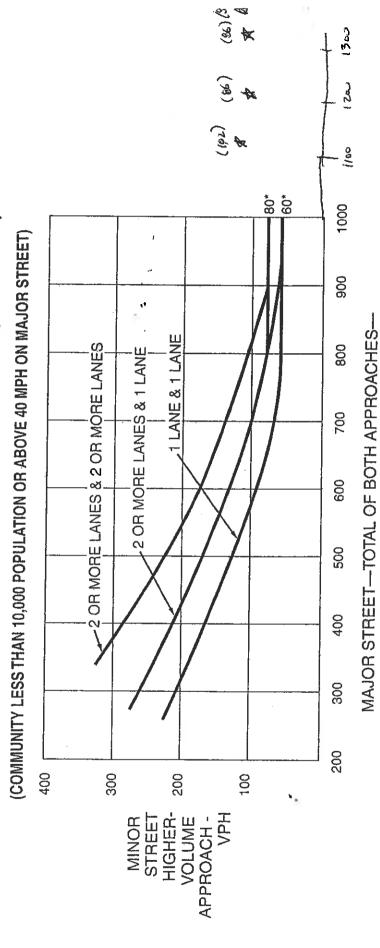
(COMMUNITY LESS THAN 10,000 POPULATION OR ABOVE 40 MPH ON MAJOR STREET) Figure 4C-4. Warrant 3, Peak Hour (70% Factor)



*Note: 100 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 75 vph applies as the lower threshold volume for a minor-street approach with one lane.

December 2009

Figure 4C-2. Warrant 2, Four-Hour Vehicular Volume (70% Factor)



*Note: 80 vph applies as the lower threshold volume for a minor-street approach with two or more lanes and 60 vph applies as the lower threshold volume for a minor-street approach with one lane.

VEHICLES PER HOUR (VPH)

Sect. 4C.04

December 2009



DuPage County, Illinois



Transportation Data Management System

Intersection Corridor Report

Corridor: PLAINFIELD RD

Statistics													
County	Community	Located On	Crossroad	Year	Volume	Total	Rate	SEV	Fatalities	Injuries	PDO	PEDs	
DUPAGE	UNINCORPORATED	PLAINFIELD RD	83RD ST	3- YEAR	57,000	4	0.192	0.288	0	1	3	1	
DUPAGE	UNINCORPORATED	PLAINFIELD RD	LAKESIDE DR	3- YEAR	57,750	2	0.095	0.095	0	0	2	0	
DUPAGE	UNINCORPORATED	PLAINFIELD RD	FAIRMOUNT AVE	3- YEAR	60,000	8	0.365	0.639	0	3	5	0 <	1
DUPAGE	UNINCORPORATED	PLAINFIELD RD	LANDSFIELD AV	3- YEAR	57,900	1	0.047	0.047	0	0	1	0	1
DUPAGE	UNINCORPORATED	PLAINFIELD RD	WOODCREEK CT	3- YEAR	58,500	0	0.000	0.000	0	0	0	0	
DUPAGE	UNINCORPORATED	PLAINFIELD RD	WINTER CIR	3- YEAR	57,900	0	0.000	0.000	0	0	0	0	
DUPAGE	UNINCORPORATED	PLAINFIELD RD	GRACELAND ST	3- YEAR	57,900	1	0.047	0.142	0	1	0	1	
DUPAGE	UNINCORPORATED	PLAINFIELD RD	WOODGLEN LN	3- YEAR	58,350	1	0.047	0.047	0	0	1	0	
DÜPAGE	UNINCORPORATED	PLAINFIELD RD	KEARNEY RD	3- YEAR	58,500	0	0.000	0.000	0	0	0	0	
DUPAGE	DARIEN	PLAINFIELD RD	REDONDO DR	3- YEAR	0	3	0.000	0.000	0	1	2	0	
DUPAGE	UNINCORPORATED	PLAINFIELD RD	FLORENCE AV	3- YEAR	59,100	ø	0:000	0.000	0	0	0	0	
DUPAGE	UNINCORPORATED	PLAINFIELD RD	SUMMER LN	3- YEAR	57,900	1	0.047	0.047	0	0	1	0	
DUPAGÉ	UNINCORPORATED	PLAINFIELD RD	CUMNOR AV	3- YEAR	58,500	2	0.094	0.187	0	1	1	0	
DUPAGE	DARIEN	PLAINPIELD RO	MANNING RD	3- YEAR	66,600	14	0.576	1.234	0	8	6	2	4
DUPAGE	DARIEN	PLAINFIELD RD	KNOTTINGHAM CIR	3- YEAR	56,550	3	0.145	0.242	0	1	2	0	
DUPAGE	DARIEN	PLAINFIELD RD	KNOTTINGHAM CIR	3- YEAR	59,100	-2	0.093	0.185	0	1	1	0	
DUPAGE	DARIEN	PLAINFIELD RD	WILLIAMS ST	3- YEAR	57,600	4	0.190	0.190	0	0	4	0	
DUPAGE	DARIEN	PLAINFIELD RD	STEVENS ST	3- YEAR	0	1	0.000	0.000	0	0	1	0	
DUPAGE	DARIEN	PLAINFIELD RD	BAILEY RD	3- YEAR	66,300	15	0.620	1.033	0	5	10	1	
DUPAGE	DARIEN	PLAINFIELD RD	PINE PKWY	3- YEAR	64,500	0	0.000	0.000	0	0	0	0	
DUPAGE	DARIEN	PLAINFIELD RD	ADAMS ST	3- YEAR	66,750	1	0.041	0.041	0	0	1	0	
DUPAGE	DARIEN	PLAINFIELD RD	ADAMS ST	3- YEAR	0	0	0.000	0.000	0	0	0	0	
DUPAGE	DARIEN	PLAINFIELD RD	LESTER LN	3- YEAR	66,600	0	0.000	0.000	0	0	0	0	
DUPAGE	DARIEN	PLAINFIELD RD	CASS AV	3- YEAR	147,000	55	1.025	1.472	0	12	43	0	
DUPAGE	DARIEN	PLAINFIELD	LINDEN AV	3-	58,500	2	0.094	0.187	0	1	1	0	

Eigne



DuPage County, Illinois



NAME OF THE PARTY	Tran	sportation Data I	Vanagem	ent Syster
A damage threshold change in the State of and on more	f Illinois has resulte	d in about 30% less rep	ortable crash	es for 2009
Crash View				
List View Build Search Load Se	arch Save Search	h Default Report	Report List	New Report
Study Location		Crash Sea	irch	
Record 🔯 🔞 1 🐎 👀 of 1	Goto Record	go		
Location ID 6877 Edit De	elete 1	*	Type CRAS	H_INT
On Road PLAINFIELD RD				
At Road BAILEY RD				Corridor
				Corridor
Road 3				
Road 4 Road 5				
PR	MP		РТ	
	1944		22522	
Community 1 DARIEN		Mid Lati	tude 41.748	969
Community 2			tude -87.98	
Community 3		Crash B	uffer 300 ft	
County DUPAGE		Stop Sign Co	ntrol	
Jurisdiction DCDOT		Cate	gory	
State L		Control 1	Гуре	
Roundabout? No			red? Yes	
Intersection () Legs		Traffic Sign	al ID	
CRA	SII STATISTICS	SUMMARY		
Fatality (K)	0	Traffic Volume	(Per Day)	22,100
Incapacitating Injury (A)	0	Crash Rate (-	0.62
Non-incapacitating injury (B)	2	Seve	erity Rate	1.03
Possible Injury (C)	3	2012 2011	2010	Žir. `e`ri, `
Total Injury Crashes	5 .	Other Years		22.56
Property Damage Only (PDO) Pedestrian Involved	10 1		-1	T. 1 1
Number of Crashes	15	Edit Volumes	Process	Stats
	CRASH CAS	ES		
View Loc Report Collision Map	Map Surrounding	Crashes		
con Legend: 🕈 - Successfully located	Y - Matches m	nultiple locations or ne	ot located	
	NOTES			
3	Note			Date
				



DuPage County, Illinois



Transportation Data Management System

Location Crash Report

	Location
Location ID	6877
Intersection	PLAINFIELD RD & BAILEY RD

	Statistics												
Year	Volume	Total	Rate	SEV	Fatalities	Injuries	PDO	PEDs					
3-YEAR	22,100	15	0.620	1.033	0	5	10	1					

				Cri	ashes				
ID	Dir	Dist (ft)	Date	Time	Fatalities	Injuries	Vehicles	PDO?	Type
201201299181			10/18/2012	12:15	0	2	2	No	Turning
201201238799			10/9/2012	16:43	0	0	2	Yes	Rear end
201201207326			9/1/2012	14:05	0	1	2	No	Rear end
201201186147			7/17/2012	14:04	0	1	2	No	Rear end
201201110685			5/4/2012	12:10	0	0	2	Yes	Turning
201201110686			5/3/2012	08:30	0	1	1	No	Pedalcyclis
201201066137			3/23/2012	13:39	0	0	2	Yes	Rear end
201101399307			12/16/2011	16:40	0	0	2	Yes	Turning
201101386121			12/10/2011	17:21	0	0	2	Yes	Sideswipe
201101287427			9/17/2011	16:30	٥	0	2	Yes	Rear end
201101245866			8/11/2011	06:25	0	0	2	Yes	Sideswipe
201101111463			1/20/2011	03:40	0	1	1	No	Fixed object
201001372097			11/28/2010	11:30	0	0	2	Yes	Rear end
201001347120			10/28/2010	10:10	0	Ö	2	Yes	Turning
201001029979			2/23/2010	19:45	0	0	2	Yes	Rear end



DIVISION OF TRANSPORTATION

(630) 407-6900

FACSIMILE (630) 407-6901

December 10, 2013

Mr. Daniel Gombac City of Darien Director of Community Development 1702 Plainfield Road Darien, Illinois 60561

Re:

CH 31/Plainfield Road at Bailey Road

Intersection Improvement

Letter of Intent

Dear Mr. Gombac:

The County Board authorized the execution (through DT-0003-14) of the Letter of Intent between the City of Darien and the County of DuPage this date for the above referenced proposed project. The Letter of Intent signed by Mr. Snyder is enclosed herewith. If you should have any questions, please feel free to contact me at 630.407.6896.

Very truly yours,

Agnes/L. Dolan

Agreements Coordinator

AD/Enc.



CITY OF DARIEN

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

November 25, 2013

Mr. Christopher C. Snyder, P.E. Director of Transportation/County Engineer DuPage County Division of Transportation 421 N. County Farm Road Wheaton, IL 60187

Re: CH 31/Plainfield Road at Bailey Road

Dear Mr. Snyder:

The following is a Letter of Intent between the City of Darien (City) and the County of DuPage (County) to memorialize project and financial responsibilities for the proposed Bailey Road at Plainfield Road intersection improvement. Recently, the City was notified through the DuPage Mayors and Managers Conference that the City was awarded a Surface Transportation Program (STP) grant in the amount of \$873,000, TIP ID 08-13-0028 for the subject project. The County recently concluded through a traffic study analysis that this intersection warrants a traffic signal. The scope of the project is expected to include dedicated left hand turn lanes on Plainfield Road, curb and gutter, traffic signalization, and landscape restoration.

The proposed improvement will improve safety and accessibility through the addition of the designated turn bays and signalization. The signalized intersection will also promote residents and business patron's safe crossing routes for leisure walks through the sidewalk links.

The City will be responsible for the Phase 1 Engineering at a cost of approximately \$80,000 and pending final City Council approval. It is with this Letter of Intent that the City is respectively requesting the County to participate in the funding of the project as it relates to design and construction engineering, land acquisition and construction in proportion to the work being done on its legs of the intersection, less any federal funding. The County and the City will mutually agree upon the future project responsibilities upon conclusion of Phase 1 Engineering. The City will be responsible for energy costs for the signals and the County will be responsible for the maintenance. The City will waive all local permit fees including storm water if applicable.

At the end of this Letter of Intent, there is an area where you can state your concurrence to the project outlined above. This Letter of Intent will be used as a basis for the formal intergovernmental agreement following completion of Phase I Engineering and will include a modernization paragraph concerning traffic signals with future costs to be shared equally.

JIV. OF TRANSPORTATION

Should you have any additional questions or comments please feel free to contact me at dgombac@darienil.gov or at 630-353-8106.

Sincere CITY (DE DARIEN
Daniel (Gombac
Directo	r of Municipal Services
1	Kathleen Weaver, Mayor City Council Bryon Vana, City Administrator
Concur	with project scope:
	Yes No
Name:	Christopher C. Snyder, Director of Transportation/County Engineer
Date:	12/10/13

RESOLUTION NO
A RESOLUTION APPROVING AN ENGINEERING AGREEMENT WITH CHRISTOPHER B. BURKE ENGINEERING, LTD. FOR THE PHASE I ENGINEERING OF THE PLAINFIELD ROAD AND BAILEY ROAD ROADWAY IMPROVEMENT IN AN AMOUNT NOT TO EXCEED \$80,000.00
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 approves an engineering
agreement with Christopher B. Burke Engineering, Ltd. for the Phase I Engineering of the Plainfield
Road and Bailey Road roadway improvement in an amount not to exceed \$80,000.00, 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 6 th day of January, 2014.
AYES:
NAYS:
ABSENT:
APPROVED BY THE MAYOR OF THE CITY OF DARIEN, DU PAGE COUNTY,
ILLINOIS, this 6 th day of January, 2014.
ATTEST: KATHLEEN MOESLE WEAVER, MAYOR

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

December 16, 2013

City of Darien 1702 Plainfield Road Darien, Illinois 60561

Attention: Dan Gombac, Director of Municipal Services

Subject: Proposal for Professional Engineering Services

STP Project for Plainfield Road at Bailey Road

Dear Dan:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for professional engineering services to provide Phase I Engineering for intersection improvements at Plainfield and Bailey Roads. Included in this proposal are our Project Understanding, Scope of Services and Estimate of Fees.

PROJECT UNDERSTANDING

CBBEL understands that the following scope of work will be required as part of the Phase I engineering and environmental studies for the improvement of the intersection of Plainfield Road and Bailey Road in the City of Darien. This project will be developed in accordance with federal project development procedures in accordance with STP procedures. As such, this project will be coordinated through IDOT-Bureau of Local Roads in Schaumburg with IDOT granting Design Approval.

PROJECT APPROACH

The scope of work anticipated to be included with this project was determined through a STP Application developed by the City. The general scope of work includes the following:

- Widening and resurfacing Plainfield Road to include eastbound and westbound left turn lanes.
- New Traffic Signal installation at the Plainfield Road/Bailey Road intersection.
- Associated drainage and ADA improvements and utility relocations/improvements.

The limits of the project extend along Plainfield Road approximately 1,500 feet and along Bailey Road approximately 200 feet.

Preliminary (Phase I) Engineering will include all required engineering, based on the above anticipated scope of work, to secure Phase I Design Approval.

A Project Development Report (PDR) will be prepared and coordinated through IDOT in accordance with established project development procedures based on anticipation that the project will be classified as a Categorical Exclusion (CE) Group II. Processing of Environmental Surveys through IDOT will be required.

Identification of any environmental impacts and appropriate mitigation strategies will be documented in the PDR, including wetland impacts (if any), tree impacts, etc. Presentation at FHWA coordination meetings at IDOT District One offices will be required to secure IDOT and FHWA concurrence on the environmental processing as a CE II and overall project development procedures.

Based on the roadway widening associated with the project and the need for right-of-way and and/or temporary construction easements, some form of public involvement is anticipated to be desired and/or required. Both individual property owner contacts and one Public Meeting may be required for this project.

SCHEDULE

Based on the above general scope of work, and the IDOT/FHWA project development process including public involvement, it is estimated that IDOT design approval for the Phase I Study will require 12 months to obtain after authorization to proceed.

SCOPE OF SERVICES

PHASE I ENGINEERING

The following represents the detailed scope of services by task that is anticipated to be required for the Preliminary (Phase I) engineering associated with this project:

<u>Task 1 – Data Collection</u>: This task includes attending an initial project kickoff meeting with the City, DuPage County DOT, and IDOT to discuss the project objectives and to refine the project scope as necessary.

This task also includes collecting, examining, reviewing and evaluating any new data to be utilized for the Phase I study, which may include, but not be limited to the following base information:

OLL/jmc
N:\PROPOSALS\ADMIN\2013\Darien Plainfield Rd Intersection Improvements\Darien-STP Project Plainfield Road at Bailey Road.121613.doc

Page 2 of 10

- Traffic Counts (12 hours full classification counts)
- Current crash statistics obtained from the City
- Existing Public/Private Utility Information
- City Utility Atlases
- City Microfilm/Record Roadway Plans (We have plans for Bailey Road on file)
- Existing Right-of-Way information (Plats)
- Survey Benchmarks
- All other information necessary to complete the Phase I Study

This task also includes coordination with all known private utility companies within the project area, which will require preparing formal requests for their atlases or plans of their facilities within the project limits. This information would be added to the existing conditions plan and sent back to the utility companies for verification.

<u>Task 2 – Mosaics</u>: This task includes compilation of base project Mosaics utilizing survey information collected for the project and digital aerial photography of the project area provided by the City. The mosaics will be prepared to include at a minimum: existing right-of-way information, street names, pertinent land use information, drainage outfalls, environmental resources, etc., and will be used for early project coordination efforts as well as the public involvement activities.

<u>Task 3 – Topographic Survey</u>: This task includes the preparation of topographic survey information within the project limits. The survey would extend along Plainfield Road approximately 1,500 feet and along Bailey Road approximately 200 feet.

The survey would extend past the existing right-of-way lines as required at locations where additional right-of-way and/or temporary easements are anticipated. The survey will be prepared for use during both Preliminary (Phase I) and Design (Phase II) Engineering Services, and will include the following specific tasks:

<u>Horizontal Control</u>: Utilizing state plane coordinates, set recoverable primary control utilizing GPS equipment.

<u>Vertical Control</u>: Perform a level circuit throughout the entire length of the project establishing benchmarks and assigning elevations to the horizontal control points. The elevations will be based on NAVD of 1988.

<u>Existing Right-of-Way</u>: Establish the existing right-of-way for the roadways within the project limits based on monumentation found in the field, and based on available plats of highways, subdivision plats and any other available information.

DLL/jmc

Page 3 of 10

<u>Topographic Survey</u>: Field locate details with respect to all pavements, driveways, curb and gutters, pavement markings, signs, manholes, utility vaults, drainage structures, driveway culverts, cross road culverts, etc., within the above noted survey limits for the project.

<u>Cross Sections</u>: Survey cross sections along the project limits at 50' intervals, at driveways, and at all other grade controlling features. The cross sections will extend beyond the existing right-of-way lines, to the extent required, in areas where right-of-way and/or easements are needed per the feasibility study.

<u>Utility Survey</u>: All existing storm and sanitary sewers will be surveyed to determine rim and invert elevations and pipe sizes. Above ground facilities of any additional underground utilities including water main, gas, electric, cable, etc. will also be located.

<u>Tree Survey</u>: Station, offset and size (ie; dbh – diameter at breast height) will be determined for trees over 6 inches in diameter (or less if desired by the City) within the existing right-of-way and ultimately the proposed right-of-way for the project. This will be required to quantify tree impacts, if any, associated with the proposed project. The located trees will be identified by species and condition as part of Task 4.

<u>Base Mapping</u>: All of the above information will be compiled into one base map representative of existing conditions of the project corridor for use in all Phase II and eventual Phase II engineering work.

It is assumed that the preparation of Right-of-Way Plats and Legal Descriptions for the acquisition of any right-of-way and/or temporary construction easements is not included with Phase I engineering, and will occur as a lead Phase II engineering task.

<u>Task 4 – Environmental Review/Coordination</u>: As noted above, it is assumed that this project will qualify as a Categorical Exclusion Group II project.

On this basis, this task includes performing a wetlands and biological screening for the project limits via ECO-CAT (Environmental Compliance Assessment Tool) in accordance with established IDOT and IDNR procedures. In addition, a review of the CERCLIS/UST-LUST/RCRA Special Waste databases will be performed with the results of both database searches used to screen the project from PESA requirements.

Trees within the project area will be located by station-offset and size as part of Task 2 and evaluated with respect to species and health as part of this task.

DLL/jmc

Page 4 of 10

This task will included preparing and submitting the COSIM 3 (Carbon Monoxide Simulation) prescreen worksheets to IDOT for air quality review based on the proposed new traffic signal and intersection widening.

Based on the proposed widening scope of work, the project area will be screened for structures that are 40 or more years old, and if present, submitted for review by IDOT for potential eligibility as eligible historic properties.

<u>Task 5 – Roadway Geometry</u>: This task includes the preparation of preliminary roadway geometry including proposed horizontal and vertical geometry, existing/proposed cross sections, and an assessment of additional right-of-way/easement needs for the project based on the new project survey.

On this basis, preliminary plan and profile sheets showing existing and proposed horizontal and vertical geometry will be prepared at a scale of 1"=20'. The proposed geometry will be set to meet applicable IDOT, County and City design criteria. Typical sections for the proposed improvement will be developed concurrently.

Existing and proposed cross-sections will be templated at 50' intervals and at all side streets, driveways and other grade controlling features to determine right-of-way and easement requirements, wetland impacts (if present), ditch locations and drainage patterns, and to fine-tune the proposed vertical geometry. The cross-sections will show existing right-of-way, existing grade, proposed grade (top surface only) and proposed right-of-way and easements where necessary.

During this task, it is expected that preliminary plan, profile, and cross sections will be coordinated with the City and IDOT for their concurrence and/or comment. At the end of this task the project team will have completed preliminary geometry and identified the proposed project limits including any additional right-of-way acquisitions and easements necessary for the construction of the proposed improvement.

<u>Task 6 – Intersection Design Study:</u> This task will include the preparation of an Intersection Design Study (IDS) for the Plainfield Road at Bailey Road intersection, and associated coordination with the City, County and IDOT.

This task will include coordination with CMAP (Chicago Metropolitan Agency for Planning) for formal CMAP concurrence with the 2040 traffic projections at this intersection based on a full access scenario, and coordination with DuPage County DOT for formal approval of the traffic signal warrants being met.

DLL/imc

Page 5 of 10

Task 7 - Project Development Report: This task includes preparation of a Phase I Engineering Report in accordance with IDOT-BLR Form 22210 (revised 3/5/09) - Local Project Development Report (PDR), and coordinated with IDOT and FHWA for review/approval. This task includes development of the PDR and all supporting exhibits, for coordination with the City and IDOT, and ultimate approval by IDOT. Per BLR Form 22210, the PDR will address the following issue areas for the project to the extent applicable:

- 1. Location and Existing Conditions
 - a. Location
 - b. Description of Existing Facility
 - c. Traffic Data
 - d. Structures
 - e. Railroads
 - f. Lighting
 - g. Contiguous Sections

2. Proposed Improvement

- a. Need For Improvement
- b. Design Guidelines
- c. Description of Proposed Improvement
- d. Items Affecting Improvement
- e. Required Design Variances
- f. Estimated Construction Cost
- g. Pedestrians, Bicyclists and the Handicapped
- h. Compatibility with Adjacent Segments
- i. Lighting (Includes Street Lighting Study)

3. Crash Analysis

- a. Summarize Crash Data
- b. Analyze Crash Data
- c. Describe Proposed Countermeasures

4. Right-of-Way

- a. Describe the needs for Right-of-Way/Easements
- b. Number and Type of Displacements (ANTICIPATED TO BE N/A)

DLL/jmc

- 5. Prime Farmland (ANTICIPATED TO BE N/A)
 - a. Illinois Department of Agriculture Coordination
 - b. NRCS Consultation
- 6. Floodplain Encroachment (ANTICIPATED TO BE N/A)
- 7. "404" Permit Requirements
 - a. Nationwide Permit
 - b. Individual Permit
- 8. Environmental Survey and Coordination
 - a. Wetlands
 - b. Archaeological and Historical Preservation
 - c. Threatened or Endangered Species
 - d. Stream Modifications and Wildlife Impacts
 - e. Agency Coordination and Documentation
- 9. Section 4(f) Lands (ANTICIPATED TO BE N/A)
- 10. Air Quality
- 11. Noise (ANTICIPATED TO BE N/A)
- 12. Maintenance of Traffic
- 13. Public Involvement
 - a. Summarize Public Coordination Efforts
 - b. Summarize Public Meetings/Hearings held
 - c. Summarize Public Comments/Responses
- 14. Coordination

Task 8 -- Public Involvement: This task will focus on overall public involvement for the project, including communicating with adjacent residents and the general public, as required.

Based on the proposed roadway widening/reconstruction, traffic maintenance/staging implications (ie; access issues during construction) and the anticipated right-of-way/easement acquisition needs, a Public Meeting is anticipated to be required by IDOT and/or the City to allow the project

Page 7 of 10

stakeholders and the general public an opportunity to review, comment on, and discuss the results of the Phase I study with the City and the consultant.

Exhibits and handout materials will be prepared for the Public Meeting, which is anticipated to be an Open House format, to describe the overall project. Color exhibits on an aerial background will be prepared at a scale of 1"=20' (based on length of project) to illustrate the proposed improvement plan and the right-of-way/easement requirements. In accordance with IDOT/FHWA procedures, an announcement will be placed in a local newspaper and invitation letters will be sent to adjacent property owners. The aerial exhibits would consist of the proposed improvements shown on color aerial photography at a scale of 1"=20'.

<u>Task 9 – Project Coordination</u>: This task will include overall project coordination, administration and quality assurance/quality control procedures for this project.

This task also encompasses other non-task specific coordination activities for the project including project status meetings with the City staff and other departments as required, preparation and attendance at IDOT and FHWA coordination meetings, and other coordination activities with DuPage County as required. Meeting minutes will be prepared for all meetings for the project record and the PDR.

ESTIMATE OF FEES

We will complete the Phase I Engineering for this project for a fee not to exceed \$77,000 plus direct costs. Direct costs are estimated to be \$3,000. The following table is an estimate of fees by task:

City of Darien

Plainfield Road & Bailey Road Intersection Improvements

Cost Estimate - Phase I Engineering Services

Task 1 -	Data Collection	\$ 7,000
Task 2 -	Mosaics	\$ 2,500
Task 3 -	Topographic Survey	\$ 12,000
Task 4 -	Environmental Review/Coordination	\$ 6,000
Task 5 -	Roadway Geometry	\$ 13,500
Task 6 -	Intersection Design Study	\$ 9,000
Task 7 -	Project Development Report	\$ 12,000
Task 8 -	Public Involvement	\$ 10,000
Task 9 -	Project Coordination	\$ 5,000
Subtotal		\$ 77,000
Direct Co	osts	\$ 3,000
Total Cost		\$ 80,000

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. Please note that any requested meetings or additional services are not included in the preceding fee estimate and 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.

procee	ed. Please feel free to contact us anytime.	
Sincer	rely,	
16		
Christo Presid	opher B. Burke, PhD, PE, D.WRE, Dist.M. ASCE lent	
Encl.	Schedule of Charges General Terms and Conditions	
	Proposal, schedule of charges and general terms and conditions accepted for darien:) FOR
BY:		
TITLE:		
DATE:		

CHRISTOPHER B. BURKE ENGINEERING, LTD. STANDARD CHARGES FOR PROFESSIONAL SERVICES JANUARY, 2013

5/110/11/12010	Charges*
Personnel	(\$/Hr)
Principal	240
Engineer VI	210
Engineer V	173
Engineer IV	138
Engineer III	125
Engineer I/II	102
Survey V	178
Survey IV	134
Survey III	130
Survey II	100
Survey I	78
Resource Planner V	112
Resource Planner IV	108
Resource Planner III	100
Resource Planner I/II	88
Engineering Technician V	150
Engineering Technician IV	137
Engineering Technician III	112
Engineering Technician I/II	97
CAD Manager	138
Assistant CAD Manager	126
CAD II	125
CADI	98
GIS Specialist III	120
GIS Specialist I/II	67
Landscape Architect	138
Environmental Resource Specialist V	160
Environmental Resource Specialist IV	134
Environmental Resource Specialist III	114
Environmental Resource Specialist I/II	94
Environmental Resource Technician	90
Administrative	88
Engineering Intern	53
Survey Intern	53
Information Technician III	100
Information Technician I/II	67
Direct Costs	

Direct Costs

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

Christopher B. Burke Engineering, Ltd. reserves the right to increase these rates and costs by 5% after December 31, 2013.

^{*}Charges include overhead and profit

AGENDA MEMO

Municipal Services Committee Meeting Date: December 23, 2013

ISSUE STATEMENT

A resolution approving an agreement with Christopher B. Burke Engineering, Ltd. for Site Engineering Services for the Heritage Center Redevelopment in an amount not to exceed \$37,660.00.

BACKGROUND/HISTORY

At the November 13, 2013 Goal Setting Session the City Council agreed to the redevelopment and conceptual plan for the 1.69 acres at the northwest corner of Plainfield Road and Cass Avenue, attached and labeled as Attachment A, and prepared by N. Batistich Architects. The staff was directed to proceed to the next phase of seeking proposals for the site engineering and architectural plans. The site engineering plan will provide a set of working plans and an estimated cost summary as it relates to the sites redevelopment. The proposed plan will also allow staff to determine if variances would be required.

The proposed plans would be utilized regardless if the redevelopment is developed by the City or a developer, provided that the Concept Plan as attached is not deterred from. If the later, the City could recoup the costs from the developer for the plans.

The site engineering plan includes the following scope of services:

- Boundary survey and Topographic Survey
- Plat of Subdivision
- Final Engineering
- BMP's Budget
- Landscape Design
- Site Lighting Plan
- Consultation/Meetings
- Construction Staking

On December 17, 2013 staff had opened four (4) sealed bids for the professional engineering services. Attachment B is the bid tally.

The lowest competitive bid was Christopher B. Burke Engineering. The firm has completed numerous engineering services for the City in the past with very satisfactory results. The proposed cost has not been budgeted for the FY13-14 Budget. Funding for the project is available through the Capital Projects fund from cost savings realized earlier this year. Below is a cost summary as it relates to the proposed expenditures and funds utilized to date for the redevelopment:

PROPOSED EXPENDITURES FROM CAPITAL FY13-14:

		FY 13/14	FY 13/14		FY 13/14
FUND		EXPENDITURE	EXPENDITURES	PROPOSED	PROPOSED
NUMBER	DESCRIPTION	BUDGET	TO DATE	EXPENDITURE	BALANCE
	Phase 1				
	Engineering				
25-Capital	Plainfield Road &				
Projects	Bailey Road	\$3,217,224	\$2,854,725	\$80,000	\$282,499
	Heritage Plaza				
25-Capital	Redevelopment				
Projects	Site Engineering	\$3,217,224	\$2,934,725	\$37,660	\$244,839

HERITAGE PLAZA COST TO DATE

ACCOUNT		HERITAGE PLAZA EXPENSES-
NUMBER	DESCRIPTION	REDEVELOPMENT
	CONTINGENCY - Phase I Heritage	
	Center-SHIVE HATTERY	
01-10-4330	EVALUATION STUDY	\$3,029
	MAINTENANCE GROUNDS – Phase II	
	Heritage Center-BATISTICH	
01-75-4227	ARCHITECTS-CONCEPTUAL	\$9,600
COST TO		
DATE		\$12,629

STAFF RECOMMENDATION

The staff recommends approval of the resolution approving an agreement with Christopher B. Burke Engineering, Ltd. for Site Engineering Services for the Heritage Center Redevelopment in an amount not to exceed \$37,660.00.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee

DECISION MODE

This item will be placed on the January 6, 2013, Administrative Finance Committee meeting for consideration. This item will also be forwarded to the City Council for formal consideration on January 6, 2013.

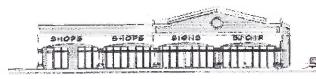
DARIEN HERITAGE PLAZA EXHIBIT B - NEW BUILDING(S)

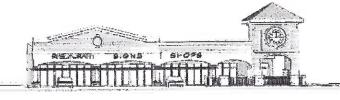


NORTH BUILDING 7,000 S.F.

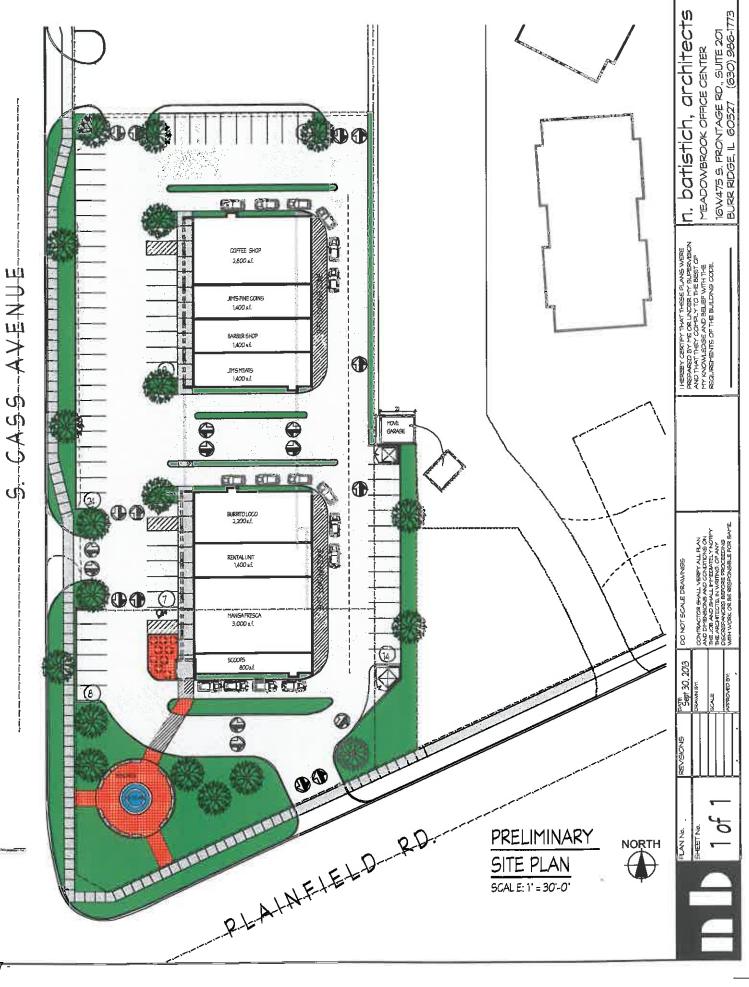
SOUTH BUILDING 7,400 S.F.

PARKING PROVIDED 74 SPACES (5.1 PER THOUSAND)





WEST (FRONT) ELEVATION



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

QUOTE REQUEST:

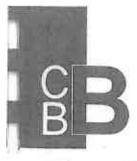
Engineering Site Plans - Heritage Plaza

OPENING DATE/TIME:

December 17, 2013 @ 10:00 a.m.

				Shive		ittery ngineering	М	archris Er	ıgin	eering, Ltd.	V3	Compan	ies of Illino	is	Christoph		
			A	<u>II CIIII ECUU</u>	ie E	ngmeermg	-							+	Engine	erm	z, Lia.
ITEM	DESCRIPTION							,		-							
1	Boundary Survey & Topographic Survey	LS			\$	4,800.00			\$	4,700.00			\$ 4,500.0	0		\$	5,400.00
2	Plat of Subdivision	LS			\$	1,250.00			\$	2,100.00			\$ 2,200.0	0		\$	3,600.00
3	Final Engineering	LS			\$	17,200.00			\$	15,200.00			\$20,500.0	0		\$	6,000.00
4	BMP's Budget - Including Design	LS			\$	2,000.00			\$	3,300.00			\$ 3,500.0	0		\$	1,000.00
5	Landscape Design	LS			\$	3,000.00			\$	7,200.00			\$ 8,500.0	0	, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$	2,000.00
6	Site Lighting Plan	LS			\$	1,500.00			\$	2,000.00			\$ 7,500.0	0		\$	5,000.00
7	Consultation/Meetings, (Hourly)	4	\$	150.00	\$	600.00	\$	147.50	\$	590.00	\$	135.00	\$ 540.0	0 \$	165.00	\$	660.00
8	Reimbursable Expenses (Cost + 10%)	Budget				\$1,000.00				\$875.00			\$1,500.0	0			\$150.00
9	Construction Staking	LS				\$9,500.00				\$8,000.00			\$11,000.0	0		\$	13,350.00
	Total																
											<u> </u>						
	Total				\$	40,850.00			\$	43,965.00		•	\$59,740.0	0		\$	37,160.00

RESOLUTION NO	
ENGINEERING, LTD. FOR SITE EN	GREEMENT WITH CHRISTOPHER B. BURKE GINEERING SERVICES FOR THE HERITAGE AN AMOUNT NOT TO EXCEED \$37,660.00
BE IT RESOLVED BY THE CITY O	COUNCIL OF THE CITY OF DARIEN, DU PAGE
COUNTY, ILLINOIS, as follows:	
SECTION 1: The City Council of	the City of Darien hereby approves an agreement with
Christopher B. Burke Engineering, Ltd. f	or site engineering services for the Heritage Center
Redevelopment in an amount not to exceed	ed \$37,660.00, a copy of which is attached hereto as
"Exhibit A" and is by this reference express	sly 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 6 th day of January, 2014.	
AYES:	
NAYS:	
ABSENT:	
APPROVED BY THE MAYOR OF ILLINOIS, this 6 th day of January, 2014.	THE CITY OF DARIEN, DU PAGE COUNTY,
ATTEST:	KATHLEEN MOESLE WEAVER, MAYOR
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

December 16, 2013

City of Darien 1702 Plainfield Road Darien, Illinois 60561

Attention:

Dan Gombac, Director of Municipal Services

Subject:

Proposal for Professional Engineering Services

Heritage Plaza Redevelopment

Dear Dan:

Christopher B. Burke Engineering, Ltd. (CBBEL) is pleased to submit this proposal for site engineering plans for the Heritage Plaza Redevelopment, which is located at the northeast corner of Plainfield Road and Cass Avenue. The corner parcel formerly included a gas station and north of that is an existing retail building. We understand that any environmental issues associated with the former gas station, and a dry cleaning business in the retail building, are being addressed by others. We also presume that demolition of the existing retail building will be addressed by others and we have not included that task in our proposal.

We will work jointly with our affiliate firm, Spaceco, Inc. on the design of this project. You are very familiar with Christopher B. Burke Engineering, Ltd. as we have served as the consulting Engineer for the City of Darien since 1995. For additional reference, we have attached to this proposal supplemental information on our qualifications, resumes of key personnel, and information on similar projects. Although we do not provide in-house architectural services, we can partner with architectural firms when necessary. We believe our long track record with the City of providing high quality service on time and on budget makes our team uniquely qualified to perform this project for Darien. The purpose of our services on this project is to provide surveying, Plat of Subdivision (to consolidate the existing two parcels), construction plans and specifications (grading, paving, utility service, drainage, site lighting and landscaping), and construction staking. The following describes our Understanding of the Assignment, Scope of Services, and Fee.

UNDERSTANDING OF THE ASSIGNMENT

- The proposed plan is to remove the existing buildings.
- Construct a 74+/- stall automobile parking lot, two (2) buildings (7,000 sf and 7,400 sf), site grading and on-site utility improvements.
- Based on the existing land cover and proposed site plan there will be less than 25,000 square feet of net new impervious land cover and therefore storm water detention is not required. It also appears that the net new impervious area will be less than 2,500 square feet.
- The site does not contain floodplain.
- This scope of work is based on the proposed site plan dated prepared by N. Batishich Architects.

ASSUMPTIONS

In preparing this proposal, we have attempted to provide you with a complete package of the engineering services anticipated at this point in time. In doing so, we have made some assumptions, based on the available information, which will need to be verified during the engineering process. If any findings differ from these assumptions, additional design may be needed, which will be considered in a separate agreement for services after the limits of work are clarified.

- The site was never used for storage of hazardous materials. Any environmental issues associated with the former gas station and dry cleaners are being addressed by others.
- Demolition of the existing building is being addressed by others.
- There will be no modifications to existing adjacent streets except for curb cuts.
- The utilities to be used have adequate capacity and are immediately adjacent to the parcel.
- The sewers will flow by gravity with no lift stations.
- Our sanitary sewer design will be for the domestic waste only; process waste collection or treatment design is not expected and is not included in this scope.

PROVIDED BY OTHERS

- Permitting (Except As Noted)
- Design of the Buildings
- Traffic Analysis
- Soils Reports
- Environmental Mitigation, Clean-Up or Assessments

DLL/jmc

SCOPE OF BASIC SERVICES

TOPOGRAPHIC SURVEY: A topographic survey of the subject property will be prepared at a scale of about 1"=20' and a contour interval of one foot. This topographic survey is necessary to establish the existing grades on the subject property and up to 50 feet off-site. This also includes picking up the location and elevation of immediately adjacent existing infrastructure that serves the subject project. The adjacent rights-of-way of Cass Avenue and Plainfield Road will be surveyed at 100-foot intervals. In areas of dense vegetation, tree lines will be shown; individual tree locations will not be shown. We assume that we will be provided with a boundary survey and that the parcel has been monumented with iron pipes or similar markers that correspond to the Plat of Survey

PLAT OF SUBDIVISION: We will provide field and office analysis of existing monumentation found for consistency with Client provided Plat of Survey. It is assumed that the survey we are provided with properly closes and has been monumented with iron pipes or similar markers that correspond to the Plat of Survey. We will prepare a Final Plat of Subdivision with appropriate signature blocks. Subdivision perimeter corners will be set at the lot corners one-time in accordance with the Section 1270.56 of the Illinois Land Surveyors Act.

<u>FINAL ENGINEERING</u>: Using the site plan (provided) we will prepare the design documents for submittal to the municipality and permit applications to the regulatory agencies that govern the work.

<u>Preparation of Plan Drawings</u>: The plan drawings will include the final design drawings, technical specifications, and other documentation for the final design of on-site engineering improvements. The plans will be in English units of measurement. This work will include; plan notes, typical sections, geometric plan, water distribution, water service, sanitary sewers, sanitary sewer service, storm sewers, paving for roadways/parking areas, grading, erosion control, details and pavement marking/signing. Our design of underground utilities will be up to five feet from the outside of the proposed building wall for service connections.

Construction specifications will be shown on the drawings for storm sewer, sanitary sewer, water main, pavement, and grading. We will reference the "Standard Specifications for Road and Bridge Construction" adopted January 1, 2012 by the Illinois Department of Transportation, and the latest edition of the "Standard Specifications for Water and Sewer Main Construction in Illinois". Our preparation of the specifications shall not be construed to relieve the Contractor in any way from his sole responsibility for the quality and workmanship of the work and for strict compliance with the permitted plans and specifications.

Soll Erosion and Sediment Control Plan: We will prepare a Soil Erosion and Sediment Control Plan for inclusion into the Final Engineering Plans. We will also file with the Illinois Environmental Protection Agency (IEPA) a National Pollutant Discharge Elimination Systems (NPDES) Notice of Intent (NOI) form for the grading activities. The plan will include the appropriate notes, details, and specifications that are the anticipated minimum initial controls and measures that will be required during the duration of construction activities until the site is stabilized and the Notice of Termination (NOT)

Page 3 of 7

N:PROPOSALS/ADMIN/2013/Darien-Heritage Plaza Redevelopment/Darien-Heritage Plaza Redevelopment 121613 REV.doc

form is filed. This plan is an integral component of the Storm Water Pollution Prevention Plan (SWPPP) that the IEPA requires as part of the NPDES NOI filing. We assume that the Client is familiar with the requirements of the IEPA NPDES and SWPPP programs and that you will be undertaking the required reporting, monitoring, and maintenance aspects of the programs. If requested, SPACECO, Inc. can provide the required reporting and monitoring work under a separate agreement of services.

We are not responsible for implementation of the Storm Water Pollution Prevention Plan (SWPPP), including maintenance and/or repair of soil erosion and sediment control measures, for compliance with the General NPDES Permit for Storm Water Discharges from Construction Site Activities.

<u>Site Lighting and Photometric Plan:</u> We will prepare a site lighting and photometric plan. LED lighting will be used if requested by the City. Design of the lighting will be based on the Illumination Engineers Society (IES) standards. Building mounted lights will be as specified by the architect.

<u>Site Landscape Plan</u>: We will prepare a site landscape plan based on the standards detailed in Section 5A-10-1 of the City Landscape Code. The landscape plan will be prepared by our landscape architect. We presume that the fountain shown on the site plan will be designed by others.

Opinion of Probable Construction Cost: Based upon the information contained in the final design documents, we shall prepare one opinion of probable construction cost for the site improvements.

<u>Permit Applications</u>: We will prepare permit applications for water and sewer for submittal to the appropriate authorities. We will submit an initial application to the Illinois Environmental Protection Agency for a Notice of Intent (NOI) for grading purposes. Permit application fees are not included in our fee. This does not warrant that such approval shall be obtained.

Retaining Walls: Proposed retaining wall locations, length, grades and material type (concrete, timber, masonry block, etc.) will be determined and shown on the engineering construction plans. Design of retaining walls greater than three feet in height will require the services of a structural engineer, and will be designed by others under a separate agreement.

<u>CONSULTATION/MEETINGS</u>: We will provide consultation including attendance at group meetings or conference calls with the Client, municipal staff, governmental agencies and utility companies to properly advise the Client of the engineering concerns. This task will be billed at an hourly rate on a Time and Materials basis.

<u>EXPENSES</u>: Photocopying and final printing. Reimbursable expenses including messenger, overnight delivery services, postage, mileage, tolls and mounting drawings.

DLL/imc

SUPPLEMENTAL SERVICES

Normal and customary engineering and surveying services do not include service in respect to the following categories of work which are usually referred to as Supplemental Services. If Client shall so advise us and we shall perform or obtain from others such services, we will be paid on an hourly basis or based on subsequent proposal/contract agreements, at the option of Client. Additional Supplemental Services for the project includes, but is not limited to the following:

- Services due to major changes in the general scope of the project.
- Revising studies, reports, and design documents which the Client, the municipality, and/or other governmental agencies have previously approved.
- Providing Engineering Design and Construction Services for:
 - Unusual or unanticipated improvements.
 - Additional off-site improvements requested by the Client or governmental agencies.
 - Improvements necessary to the project development beyond those being included under Basic Services herein.
 - Lift stations.
 - Exhibits
 - Structural Engineering.
 - Retaining walls over three feet in height.
 - NPDES/Erosion Control Report.
 - Traffic impact studies, capacity analyses, warrant studies, intersection design studies, construction documents for any traffic control devices (signals, etc.).
 - Bidding documents and bid assistance.
 - VC & PC BMP's design.
- Meetings with the Client, Contractor(s), the municipal staff, or others during the course of design or construction not included under Basic Services.
- Providing construction observation in support of the engineering plans. Visiting the site for preparing punchlists, reductions of Letter of Credit or for comparing the Contractor's involces against the approved final design plans and the Engineer's quantity take-offs.
- Giving testimony as an expert witness for the Client in litigation or other court proceedings involving this project.
- Environmental assessments, geotechnical investigations.
- Providing work zone traffic control. When our work requires suspension of the normal function of a roadway, traffic control procedures must be implemented to provide for the safety of our crews, road users, and pedestrians. When our work duration, location, or roadway type requires it, we will provide the necessary traffic control devices, high visibility clothing and qualified flaggers for our personnel and for the duration of our work only.
- Preparation of any plats (ALTA Surveys, etc.) or documents not explicitly identified under Basic Services.
- Field construction staking.
- Photocopying and final printing. Reimbursable expenses including messenger, overnight delivery services, mileage, tolls and mounting drawings.

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Page 5 of 7

FEE

Boundary Survey and Topographic Survey (50 feet offsite)	\$ 5,400 Lump Sum
Plat of Subdivision (Includes setting Irons)	\$ 3.600 Lump Sum
Final Engineering	\$ 6,000 Lump Sum
BMP's Budget	\$ 1,000 Lump Sum
Landscape Design	\$ 2,000 Lump Sum
Site Lighting Plan	\$ 5,000 Lump Sum
Consultation/Meetings, Hourly (4 Hours)	\$ 165 Per Hour
Reimbursable Expenses (Cost +10%)	\$ 150 Budget
Construction Staking	
Layout 2 Buildings @ \$875 each	\$ 1,750 Lump Sum
Spot 2 Buildings @\$875 each	\$ 1,750 Lump Sum
2 Sets of Services @\$800 each	\$ 1600 Lump Sum
Storm Sewer (1 trip)	\$ 1,800 Lump Sum
Curb and Gutter (1 trip)	\$ 1,950 Lump Sum
Record Drawings	\$ 3,000 Lump Sum
Re-Staking, 2 trips @\$750 each	\$ 1,500 Lump Sum
The additional and the second second	2 1,300 ramp sam
Exhibit Boards (black and white) 20 @ \$25.00 each	\$ 500 Budget
Permits (DuPage DOT/IDOT)	Obtained
Detention Design	Exists
De totte of Design	CXISIS

Our services will be invoiced monthly on a percent complete basis. Payments are due within thirty days after invoicing.

We will bill you at the specified fees listed above, and for time and material tasks 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. Please note that any requested meetings or additional services are not included in the preceding fee estimate and 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,

MIL

Christopher B. Burke, PhD, PE, D.WRE, Dist.M. ASCE President

Encl. Schedule of Charges
General Terms and Conditions

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

BY:
TITLE:

DATE:

DLL/jmc

Page 7 of 7

AGENDA MEMO

Municipal Services Committee Meeting Date: December 23, 2013

ISSUE STATEMENT

A resolution approving an agreement with Shive Hattery Architecture Engineering for Architectural Services for the Heritage Center Redevelopment in an amount not to exceed \$67,960.00.

BACKGROUND/HISTORY

At the November 13, 2013 Goal Setting Session the Council agreed to the redevelopment and conceptual plan for the 1.69 acres at the northwest corner of Plainfield Road and Cass Avenue, attached and labeled as Attachment A, and prepared by N. Batistich Architects. The staff was directed to proceed to the next phase of seeking proposals for the site engineering and architectural plans. The site engineering plan will provide a set of working plans and an estimated cost summary as it relates to the sites redevelopment.

The proposed plans would be utilized regardless if the redevelopment is developed by the City or a developer, provided that the Concept Plan as attached is not deterred from. If the later, the City could recoup the costs from the developer for the plans.

The architectural site plan will include the following:

- Phase 1 Preliminary Design Phase
- Phase 2 Construction Documents Phase for Warm Dark shell Design
- Phase 3 Construction Documents for Landlord's Tenant Construction Work
- Phase 4 Construction Administration

On December 17, 2013 staff had opened three (3) sealed bids for the professional architectural services. Attached and labeled as Attachment B is the bid tally.

The lowest competitive bid was Shive Hattery Architecture Engineering. Shive Hattery has completed work for the Heritage Center earlier this year and had provided satisfactory services. The proposed cost has not been budgeted for the FY13-14 Budget. Below is a cost summary as it relates to the proposed expenditures and funds utilized to date for the redevelopment:

PROPOSED EXPENDITURES FROM CAPITAL FY13-14:

		FY 13/14	FY 13/14		FY 13/14
FUND		EXPENDITURE	EXPENDITURES	PROPOSED	PROPOSED
NUMBER	DESCRIPTION	BUDGET	TO DATE	EXPENDITURE	BALANCE
	Phase 1				
	Engineering				
25 Capital	Plainfield Road &				
Projects	Bailey Road	\$3,217,224	\$2,854,725	\$80,000	\$282,499

25 – Capital Projects	Heritage Plaza Redevelopment Site Engineering	\$3,217,224	\$2,934,725	\$37,660	\$244,839
25 – Capital	Heritage Plaza Redevelopment				
Projects	Architectural	\$3,217,224	\$2,972,385	\$67,960	\$176,879

HERITAGE PLAZA COST TO DATE

ACCOUNT		HERITAGE PLAZA EXPENSES-
NUMBER	DESCRIPTION	REDEVELOPMENT
	CONTINGENCY – Phase I Heritage	
	Center-SHIVE HATERRY	
01-10-4330	EVALUATION STUDY	\$3,029
	MAINTENANCE GROUNDS – Phase II	
	Heritage Center-BATISTICH	
01-75-4227	ARCHITECTS-CONCEPTUAL	\$9,600
	Capital Projects - Consulting/	
	Professional Heritage Plaza	
25-35-4325	Redevelopment Site Engineering	\$37,660
COST TO		
DATE		\$50,289

STAFF RECOMMENDATION

The staff recommends approval of the resolution approving an agreement with Shive Hattery Architecture Engineering for Architectural Services for the Heritage Center Redevelopment in an amount not to exceed \$67,960.00.

ALTERNATE CONSIDERATION

As directed by the Municipal Services Committee

DECISION MODE

This item will be placed on the January 6, 2013, Administrative Finance Committee meeting for consideration. This item will also be forwarded to the City Council for formal consideration on January 6, 2013.

DARIEN HERITAGE PLAZA

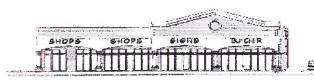
EXHIBIT B - NEW BUILDING(S)

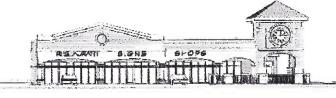


NORTH BUILDING 7,000 S.F.

SOUTH BUILDING 7,400 S.F.

PARKING PROVIDED 74 SPACES (5.1 PER THOUSAND)





WEST (FRONT) ELEVATION



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

QUOTE REQUEST:

Architectural Site Plans - Heritage Plaza

OPENING DATE/TIME:

December 17, 2013 @ 11:00 a.m.

		DZA Associates, Inc	Shive Hattery Architecture	N. Batistich Architects
			Engineering	
ITEM	DESCRIPTION			
	Phase 1-Prelim Design Documents			
1a	Prelim Design-North Building	\$ 13,000.00	\$ 8,050.00	\$ -
1b	Prelim Design-South Building	\$ 10,200.00	\$ 8,510.00	
	Subtotal Phase 1	\$ 23,200.00	\$ 16,560.00	\$ 7,600.00
	Phase 2-Warm Dark Shell			
2a	Const Documents-North Building	\$ 29,200.00	\$ 10,500.00	
2b	Const Documents - South Building	\$ 26,200.00	\$ 11,100.00	
	Subtotal Phase 2	\$ 55,400.00	\$ 21,600.00	\$51,900.00
	Phase 3-Landlord Tenant Construction			
3a	Const Documents-North Building	\$ 6,900.00	\$7,000.00	
3b	Const Documents - South Building	\$ 7,250.00	\$7,400.00	
	Subtotal Phase 3	\$ 14,150.00	\$14,400.00	\$28,800.00
	Phase 4-Permit & Construction Admin			
4a	Retail Shops North Building	\$ 16,400.00	\$ 7,000.00	
4b	Retail Shops South Building	\$ 12,100.00	\$ 7,400.00	
	Subtotal Phase 4	\$ 28,500.00	\$ 14,400.00	\$ 16,700.00
	Grand Total Phases 1 - 4	\$ 121,250.00	\$ 66,960.00	\$ 105,000.00
	Reimbursables	\$ 135,000.00	\$ 1,000.00	At cost + 10%
	Total	\$ 256,250.00	\$ 67,960.00	\$ 105,000.00

RESOLUTION NO					
A RESOLUTION APPROVING AN AGREEMENT WITH SHIVE HATTERY ARCHITECTURE ENGINEERING FOR ARCHITECTURAL SERVICES FOR THE HERITAGE CENTER REDEVELOPMENT IN AN AMOUNT NOT TO EXCEED \$67,960.00					
BE IT RESOLVED BY THE CITY CO	DUNCIL OF THE CITY OF DARIEN, DU PAGE				
COUNTY, ILLINOIS, as follows:					
SECTION 1: The City Council of the	e City of Darien hereby approves an agreement with				
Shive Hattery Architecture Engineering for	or architectural services for the Heritage Center				
Redevelopment in an amount not to exceed	\$67,960.00, a copy of which is attached hereto as				
"Exhibit A" and is by this reference expressly	y incorporated herein.				
SECTION 2: This Resolution shall be	e in full force and effect from and after its passage and				
approval as provided by law.					
PASSED BY THE CITY COUNCIL O	F THE CITY OF DARIEN, DU PAGE COUNTY,				
ILLINOIS, this 6 th day of January, 2014.					
AYES:					
NAYS:					
ABSENT:					
APPROVED BY THE MAYOR OF	THE CITY OF DARIEN, DU PAGE COUNTY,				
ILLINOIS, this 6 th day of January, 2014.					
ATTEST:	KATHLEEN MOESLE WEAVER, MAYOR				
JOANNE E. RAGONA, CITY CLERK					
APPROVED AS TO FORM:					

CITY ATTORNEY

PROFESSIONAL SERVICES AGREEMENT

ATTN:

Mr. Daniel Gombac

City of Darien

1702 Plainfield Road Darien, Illinois 60561

RE:

PROPOSAL FOR ARCHITECTURAL/ENGINEERING SERVICES

SUBJECT:

HERITAGE PLAZA

Project No. 813143P

NEC OF PLAINFIELD ROAD AND CASS AVENUE

DARIEN, ILLINOIS

DATE OF AGREEMENT: November 27th, 2013

PROJECT DESCRIPTION

Two (2) new single story Retail Shops Buildings (North Building (7,000 sf) with drive-up window and a South Building (7,400 sf) including trash enclosures, transformer pads, and storefront sidewalks and patios located on approximately two acres with seventy-four (74) parking stalls. At the southwest corner of the development a seating area with water feature shall be provided. Site shall landscaped and lighting shall be provided in accordance with City Ordinances. The work shall be as described in your Request for Proposal to Shive-Hattery, Inc. dated: November 12th, 2013 and attached site plan prepared by N. Batistich, Architects, Burr Ridge, IL dated: September 30, 2013.

SCOPE OF SERVICES

We will provide the following services for the project: The "Client or Owner" is the City of Darien, Illinois. The "Architect and/or Engineer" is Shive-Hattery, Inc., located at 3025 Highland Parkway, Suite 140, Downers Grove, Illinois, 60515.

ASSUMPTIONS

Based on your Request for Proposal for the Project, the following assumptions are made at this time:

- 1. The Client will provide any additional documentation that they may have available, including Plats of survey, soils reports, etc.
- 2. We have permission to access the site, if needed.
- 3. The Site engineering shall be completed under a separate request for proposal.



630.271.7600 Ext. 211 | 888.282.8039 Cell: 630.730.8273 wmarth@shive-hattery.com

BUILDING DESIGN SCOPE OF SERVICES

PHASE ONE PRELIMINARY DESIGN PHASE:

Task #1a - Preliminary Exterior Building Elevations for Retail Shops North Building-(7,000 sf.)

Task #1b -. Preliminary Exterior Building Elevations for Retail Shops South Building (7,400 sf)

For each of the above Tasks Shive-Hattery, Inc. shall prepare CAD based Exterior building elevation studies of all building elevations for both buildings which will indicate wall finishes, exterior entrances facades and canopies (if required), proposed tenant signage, exit doors, truck docks, trash enclosures, exterior wall lighting, etc. This Phase will include "Sketch-up" perspectives of each building.

Shive-Hattery, Inc. (S-H) shall meet with Client to discuss preliminary elevations and options desired by the Client. Elevations will be prepared in accordance with all available Tenant Criteria available at the time.

S-H will revise the exterior elevations per the comments by the Client and resubmit to Client for approval prior to preparing colored exterior elevations and material sample boards for approval by City of Darien, IL.

S-H includes five (5) meetings with the City of Darien, Illinois for site plan and building elevation approval

S-H shall revise colored rendering of elevations and material sample board following receipt of comment by City of Darien.

Revisions to colored renderings of one or all of the Retail Buildings after final approval by the City of Darien shall be considered Additional Services as defined below.

PHASE TWO - CONSTRUCTION DOCUMENT PHASE FOR WARM DARK SHELL DESIGN:

Task#2a - Construction Documents for "Warm Dark Shell" design only - Retail Shops North Building (7,000 sf).

Task#2b - Construction Documents for "Warm Dark Shell" design only - Retail Shops South Building (7,400 sf).

For each of the above tasks, Shive-Hattery, Inc. shall prepare construction documents for "Warm Dark Shell Design" only, which includes normal structural, plumbing, mechanical and electrical engineering. It does not include fire protection/fire alarm design services, but will include design criteria specification for Design/Build document preparation by others. The following description of services shall in in accordance with all applicable Tenant Criteria made available to S-H before the start of this Phase. The following is a description of the "Warm Dark Shell Design" which is the basis of this Phase of the Work.

be DD.

"Warm Dark Shell Design":

Complete foundation and concrete work shall include any sidewalks, pads, truck delivery areas, column and wall footings and interior floor slab.

Exterior walls including anodized aluminum storefront with 1"insulated glass, glazed and hollow metal exit doors, masonry and/or concrete walls, canopy façade with down-lighting and tenant signage, wall mounted security lighting, metal copings and flashings as required. Wall insulation with minimum R-value = 19 in accordance with current code applicable code requirements. Storefront vestibules shall be shown for each tenant as required by tenant or as required by applicable building code. Interior demising partitions shall be designed to extend to underside of roof deck unless otherwise noted and shall include 4" sound batts full height with smoke seals/fire caulking at deck and floor slab.

Roof construction includes roof membrane with minimum rigid insulation of R-value = 30 or as required by applicable building codes, roof structure including beams, joists, decking and columns. Structure includes details for the support of roof mounted HVAC equipment, roof access doors, vents and exhaust fans as required. Roof drainage shall be internal with roof drains insulated leaders as required.

Miscellaneous equipment which is included is trash enclosure gates, pipe bollards and guard rails as required and in accordance with Tenant's Lease Exhibit.

HVAC design shall include rooftop HVAC gas fired package units designed to current tenant criteria. No ductwork distribution shall be provided in the Phase of the Work. All roof equipment curbs and equipment schedules are included. Com-chek calculations required for permit are included. Power wiring and gas piping to all units are included.

Electrical design shall include service to the building and electrical meter bank in accordance with the local utility. Service to all tenant's main disconnect switch and main distribution panel. Subpanels for each tenant are included in this Phase of the Work as defined by the Lease exhibit. Exit lighting and security lighting shall be included.

Plumbing design shall include roof storm water system, underground sanitary mains to all tenants with stub ups per the Owner or Tenant criteria. Exterior plumbing is design to 5'-0" outside the exterior face of foundations in locations provided on Site Plan. Extension to storm and sanitary mains, as well as water and gas mains beyond 5-0" outside the exterior face of foundations shall be indicated on civil drawings. Interior mains and meters for domestic water with submeter bank for tenants located in the Landlord's Equipment Room and natural gas shall be indicated with all required shutoff valves. Gas piping from meters to rooftop mounted HVAC equipment shall be included. Utility stub-in shall be located as directed by the Tenant's LOD and/or Tenant's site specific drawings.

Landlord's equipment room shall be included for each building and unless noted otherwise shall include roof ladder for roof access; sprinkler main and riser; sprinkler notifier panel with radio hook-up to Village Fire Department, landlord electrical panel an controls for security lighting and site lighting, monument and directional signs, cabinet or baseboard unit heater with thermostat, and telephone plywood backerboard.

PHASE THREE CONSTRUCTION DOCUMENTS FOR LANDLORD'S TENANT CONSTRUCTION WORK

Task#3a - Landlord's Tenant Construction Documents for Retail Shops North Building (7,000 st).

Task#3b - Landlord's Tenant Construction Documents for Retail Shops South Building (7,400 sf).

For each of the above tasks, Shive-Hattery, Inc. shall prepare construction documents for "Tenant Construction Design" only, which includes normal structural, mechanical and electrical engineering. It does not include fire protection/fire alarm design services, but will include design criteria specification for Design/Build document preparation by others. The following description of services shall be in accordance with all applicable Tenant Criteria made available to S-H before the start of this Phase. The following is a description of the "Landlord's Tenant Construction", which is the basis of this Phase of the Work. Please note that each Tenant will have different Scope of for Landlord's Work and such shall be in the Design and Construction Documents hereunder.

"Landlord's Tenant Construction":

The basic services provided under this Phase are separated from the services provided for "Warm Dark Shell Design" for the purpose of defining the cost of the services limits in design if either or both are selected for a specific building.

Interior partitions for separation of back of the store and an office as well as ADA compliant toilet room(s), fixtures, finishes and accessories as required by the Tenant Work Letter in the Lease.

If required in the Tenant's Work Letter, 2'x4' suspended lay-in acoustical ceiling, panels and grid, including recessed fluorescent troffer fixtures at one (1) fixture per 80 sf shall be provided unless noted otherwise in Tenant's Lease Exhibit. No recessed down lighting or track lighting. No drywall soffits unless required by the Lease Exhibit.

ADA compliant toilet room(s) including plumbing fixtures, mirror(s), toilet tissue dispenser(s), light fixture(s) and exhaust fan(s), hot water heater and/or tankless water heater(s), drinking fountain(s) complying with ADA and service sink/basin(s).

Domestic water distribution and gas piping distribution to plumbing fixtures and HVAC equipment including valves, Village meter, multiple sub-meters and remote reader meter shall be provided, if required.

If required, HVAC duct distribution from rooftop mounted HVAC package unit and thermostat wiring shall be provided with, all required transfer air grilles, diffusers and registers. Energy Management systems are not included unless noted otherwise in the Lease Exhibit.

Power and lighting fixture wiring and distribution system from tenants main distribution panel (minimum 200A, 120/208V, 3PH, 4W service unless noted otherwise) is included. Outlets in Demising Partition at 20'-0" o.c. are included. Convenience outlets above storefront by code requirement are included. Ground fault protected outlets in the toilet room or within 6'-0" of any plumbing fixture by code. Tenant's fixtures are not included unless noted otherwise in Landlord's Lease exhibit.

Floor finishes in sales area, stock room, office and toilet room (s) are by Tenant unless otherwise noted in Landlord's exhibit letter.

All interior partitions shall be taped sanded and primed ready for Tenant finish, unless noted otherwise in Landlord's Exhibit Letter.

PHASE FOUR - CONSTRUCTION ADMINISTRATION

Task#4a - Permitting and construction administration for Retail Shops North Building (7,000 sf)
Task#4b - Permitting and construction administration for Retail Shops South Building (7,400 sf)

For each of the above the Tasks, Shive-Hattery, Inc. shall perform the following services:

- 1. S-H shall submit for Building Permit for the Project
 - a) Prepare and send the number of required sealed and signed sets of Design Drawings to the City of Darien for permit review.
 - b) Respond in writing to the review comments by the City Building Department and Fire Department in a timely manner.
- S-H shall include Construction Administration under both Tasks for answering GC Requests
 for Information (RFI), printing as required, review of shop drawings and submittals by the
 General Contractor, permit submittal, jobsite observation visits maximum (5) visits, and one
 additional Jobsite visit at substantial completion for punch list preparation

SCHEDULE FOR DELIVERY OF PHASE ONE/TWO/THREE DOCUMENTS

The following schedule shall be coordinated with the Client upon execution of this Contract Proposal.

- A. Phase One Preliminary Design Documents shall commence upon written authorization of this Contract Proposal. All Tasks shall proceed upon authorization by Client based on Client's schedule for each building.
 - 1. Task #1a and 1b shall each be ready for preliminary review by Owner three (3) weeks after authorization to proceed on task by Client.
 - a) Owner shall have one (1) week to review and comment on preliminary review drawings.
 - b) Shive-Hattery, Inc. shall revise preliminary drawings one (1) week after receipt of Client's comments and will resubmit to Client for Final approval.
 - c) S-H shall prepare presentation documents for the City of Darien within one (1) week after final approval by Client. We will schedule all other tasks with City staff.
- B. Phase Two Construction Documents for "Warm Dark Shell" shall commence upon written approval by Client of the Phase One Preliminary Design Documents for each building.
 - 1. Task#2a and 2b shall each take three (3) weeks to complete 80% Documents for Client review and comment.
 - 2. Client shall have ten (10) business days to review and comment on documents.
 - Shive-Hattery, Inc. shall revise Construction Documents as required by Client's commentary and furnish 100% complete Construction documents within three weeks of receipt of Client's comments on 80% review set for each task.
 - 4. Upon Client's approval of Final Construction Documents for "Warm Dark Shell", Shive Hattery, Inc. shall prepare Bid Documents and assist Client with Bidding Process. Shive-Hattery, Inc. shall respond in a timely manner to all Bidders RFIs with copy to Client and other bidders.
 - 5. Upon Client's authorization Shive-Hattery shall submit Warm Dark Shell Construction Documents for Permit.
- C. Phase Three Construction Documents for Landlord's Tenant Construction shall commence upon Client's written authorization to proceed and receipt of any related Tenant Criteria and Landlord's Lease Exhibits.
 - Task#3a and 3b shall each take three (3) weeks to complete 80% Documents for Client's review and comment.
 - 2. Client and/or Tenant shall have two (2) weeks to review and comment on documents.
 - Upon receipt of Client/Tenant review comments on 80% Document set, Shive-Hattery, Inc. revise the Construction Documents and furnish a 100% complete Construction Documents set within three (3) weeks of receipt of Client/Tenant review comments for 80% review set for each task.
 - 4. Upon Client/Tenant approval of Final Construction Documents for "Landlord's Vanilla Box". Shive-Hattery, Inc. shall prepare Bid Documents and assist Client with Bidding Process. Shive-Hattery, Inc. shall respond in writing to all Bidders' RFIs in a timely manner with copy to Client.

- 5. Upon Client's authorization, Shive-Hattery, Inc. shall submit "Owners Vanilla Box" documents for Permit.
- D. Phase Four Permitting and Construction Administration shall commence upon completion of Construction Documents for each Phase and Task.
 - Shive-Hattery, Inc. shall preside over Project Kick-off meeting with General Contractor and major sub-contractors time and day to be determined.

CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

- Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of the Shive-Hattery services.
- Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
- Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
- 4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
- 5. Client shall be responsible for all permit fees

COMPENSATION

Description	Fee	Fee Type
BUILDINGS		
Phase One - Preliminary Design Documents		
Task#1a - Preliminary Design of Retail Shops North Building (7,000 sf)	\$8,050.00	Fixed Fee
Task#1b Preliminary Design of Retail Shops South Building (7,4000 sf)	\$8,510.00	Fixed Fee
Subtotal Phase One Tasks (\$1.15/sf)	\$16,560.00	Fixed Fee

Phase Two - Construction Documents for "Warm Dark Shell"		-
Task#2a - Construction Documents for Retail Shops North Building (7,000 sf)	\$10,500.00	Fixed Fee
Task#2b - Construction Documents for Retail Shops South Building (7,400 sf)	\$11,100.00	Fixed Fee
Subtotal Phase Two Tasks (\$1.00/sf)	\$22,600.00	Fixed Fee
Phase Three – Construction Documents for Landlord's Tenant Construction		
Task#3a - Construction Documents for Retail Shops North Building (7,000 sf)	\$7,000.00	Fixed Fee
Task#3b – Construction Documents for Retail Shops South Building (7,4000 sf)	\$7,400.00	Fixed Fee
Subtotal Phase Three Tasks (\$1.00/sf)	\$14,400.00	Fixed Fee
Phase Four Permitting and Construction Administration		
Task#4a - Retail Shops North Building (7,000 sf)	\$7,000.00	Fixed Fee
Fask#4b – Retail Shops South Building (7,400sf)	\$7,400.00	Fixed Fee
Subtotal Phase Four Tasks (\$1.00/sf)	\$14,400.00	Fixed Fee
Overall Fee Total for Phases One thru four for Building Only \$4.65)	\$66,960.00	Fixed Fee
Reimbursables		
/viniprijanica	\$1,000.00	Estimated

Fee Types: Fixed Fee - We will provide the Scope of Services for the fee amount(s) listed above.

Reimbursable Expenses:

Estimated amount - The estimated Reimbursable Expense amount(s) above will be reimbursed
in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the
expense is incurred. We will not exceed the amount(s) without your prior authorization.

See attached Standard Hourly and Expense Fee Schedule.

SCHEDULE FOR INVOICING COMPENSATION

Shive-Hattery, Inc. shall invoice for all work completed to date at the end of each month including reimbursable expenses to date.

All invoicing shall be forwarded to:

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

The terms of this proposal are valid for 30 day(s) from the date of this proposal.

ADDITIONAL SERVICES

- The following are additional services you may require for your project. We can provide these services at your request but they are not part of this proposal at this time. If requested, these services will be provided on an hourly basis per the attached 2013 STANDARD HOURLY FEE SCHEDULE
 - A. Fire Protection/Fire Alarm design and engineering
 - B. Major revisions (beyond three (3) included revisions) to documents due to changes requested by the Tenant and/or Client due to revisions requested after approval has been received by Shive-Hattery.
 - C. Value engineering revisions requested after approval has been received by Shive-Hattery to commence the Construction Documents Phase.
 - D. Cost Estimating.
 - E. Obtaining bid proposals for construction or review and evaluation of bids submitted by pre-approved Contractors for the Scope of Work contained on the Construction Document.
 - F. Purchasing, delivery or installation of any equipment, furniture, audio visual systems, security systems, computer networks, telephone or computer cabling.

STANDARD TERMS AND CONDITIONS

March 2010 Shive-Hattery, Inc.

PARTIES

"S-H" shall mean Shive-Hattery, Inc. "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

INDEMNIFICATION

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents,, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including, reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

HAZARDOUS MATERIALS - INDEMNIFICATION

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, iosses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, furnes, acids, alkalis, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

STANDARD OF CARE

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

Client	initials:	•
-110116	ALLEGE GOOD CO.	

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

INFORMATION PROVIDED BY OTHERS

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others 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 harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

UNDERGROUND UTILITIES

information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or others entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has

not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

OTHER SERVICES

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

DISPUTE RESOLUTION

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

EXCUSABLE EVENTS

S-H shall not be responsible for any event or circumstance that is beyond the reasonable control of S-H that has a demonstrable and adverse effect on S-H's ability to perform its obligations under this Agreement or S-H's cost and expense of performing its obligations under this Agreement (an "Excusable Event"), including without limitation, a change in law or applicable standards, actions or inactions by a governmental authority, the presence or encounter of hazardous or toxic materials on the Project, war (declared or undeclared) or other armed conflict, terrorism, sabotage, vandalism, not or other civil disturbance, blockade or embargos, explosion, epidemic, quarantine, strike, lockout, work slowdown or stoppage, accident, act of God, failure of any governmental or other regulatory authority to act in a timely manner, unexcused act or omission by CLIENT or contractors of any level (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by contractors of any level). When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for damages, nor shall S-H be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably adjust for S-H's increased time and/or cost to perform its services due to the Excusable Event.

ASSIGNMENT

Neither party to this Agreement shall transfer, subjet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national

origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

AGREEMENT

This proposal shall become the Agreement for Services when accepted by both parties. Original, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,	
SHIVE-HATTERY, INC. Wayne/C. Marth, A.I.A., NCARB	
V.P., Director of Business Development	
wmarth@shive-hattery.com	
AGREEMENT ACCEPTED AN CLIENT: City of Darlen, Illinois	ID SERVICES AUTHORIZED TO PROCEED
BY:	TITLE:
(Signature)	
PRINTED NAME:	DATE ACCEPTED:
	DATE ACCEPTED:



STANDARD HOURLY FEE SCHEDULE Effective January 1, 2014 to December 31, 2014

professional Staff:		TECHNICAL STAFF:	
Grade 1	\$ 79.00	Grade 1	\$ 55.00
Grade 2	\$ 93.00	Grade 2	\$ 66.00
Grade 3	\$ 105.00	Grade 3	\$ 73.00
Grade 4	\$ 117.00	Grade 4	\$ 83.00
Grade 5	\$ 127.00	Grade 5	\$ 92.00
Grade 6	\$ 139.00	Grade 6	\$ 104.00
Grade 7	\$ 153.00	Grade 7	\$ 115.00
Grade 8	\$ 167.00		*
Grade 9	\$ 186.00		
ADMIN STAFF:	\$ 55.00		

SURVEY STAFF:

TDATE

One Person	\$106.00
Two Person	\$165.00
Scanning Surveyor	\$128.00

REMBURSABLE EXPENSES:

117,5/6/75		in-House Services	
Mileage- Car/Truck	\$0.56/ Mile	Prints/Plots:	
Mileage- Survey Trucks	\$0.66/ Mile	Bond	\$.30 /Sq.Ft.
Lodging, Meals	Cost + 10%	Mylar	\$.75 /Sq.Ft.
Airfare	Cost + 10%	Photogloss	\$.90 /Sq.Ft.
Car Rental	Cost + 10%	Color Bond	\$.60 /Sq.Ft.
OUTSIDE SERVICES		Foam Core Mounting	\$ 13.00
Computer Services	Cost + 10%	Color Prints:	
Aerial Photogrammetry	Cost + 10%	Letter Size	\$ 1.00
Professional Services	Cost + 10%	Legal and 11x17	\$ 2.00
Prints/Plots/Photos	Cost + 10%		• ••••
Deliveries	Cost + 10%		



AGENDA MEMO MUNICIPAL SERVICES COMMITTEE MEETING DATE: December 23, 2013

Issue Statement

Neighborhood Parking Issues/Hinsdale South High School: Discussion regarding the overflow Hinsdale South High School special event parking on Elm Street, Brookbank Road and Evans Place.

Background

The City's elected officials and staff continue to receive complaints regarding the overflow parking on adjacent neighborhood streets during special events held by Hinsdale South High School. Many residents do not like the overflow parking occurring in front of their residences. Since the area is a rural cross section, many of the vehicles tend to park off the road edge/shoulder and in the turf area of the right of way, thus causing additional damage. The staff had consulted with the City's traffic engineer, KLOA, regarding the concern. Attachment A is a report dated November 27, 2013 from KLOA.

Below are three options for the Committee to review:

Option 1 – Extend the school day regulations – The parking regulations currently extend to 4:00 p.m. on school days. Extending these regulations to 7:00 or 8:00 p.m. along both sides of Brookbank Road and Evans Place, and the north side of Elm Street, would deter those attending special events at the school from parking along the streets. This regulatory change would require police enforcement to be effective. Since the regulation applies to all motorists, it would affect homeowners as well, so the residents along these streets should be agreeable to the change.

Option 2 – <u>Implement permit parking along Brookbank Road and Evans Place</u> – Permit parking could be utilized on Brookbank Road and Evans Place to preserve street parking for residents while restricting parking on the street by non-residents. The time period of the permit regulations can vary from school hours only to 24 hours a day, depending on the preferences of the City and residents. Permit parking also requires enforcement to be effective. It can, however, be inconvenient to the residents themselves should they host guests that may not own a permit. It can also set a precedent that may be applicable to many other areas of the City.

Option 3 – <u>Utilize portable barricades on Brookbank Road and Evans Place at Elm Street</u> – Barricades could be used during special events to block vehicular access to Brookbank Road and Evans Place from Elm Street. The barricades could have a sign attached indicating "Parking Prohibited Beyond This Point". Residents would still be able to access these streets from Janet Avenue. This measure is more manpower-intensive as a City or school staff member would need to set up and take down the barricades during special events at the school.

Upon review Staff recommends Option 2:

Hinsdale South High School Overflow Parking Page 2

Option 2 – <u>Implement permit parking along Brookbank Road and Evans Place</u> – Permit parking could be utilized on Brookbank Road and Evans Place to preserve street parking for residents while restricting parking on the street by non-residents. The time period of the permit regulations can vary from school hours only to 24 hours a day, depending on the preferences of the City and residents. Permit parking also requires enforcement to be effective. It can, however, be inconvenient to the residents themselves should they host guests that may not own a permit. It can also set a precedent that may be applicable to many other areas of the City.

With Option 2, the abovementioned roadways would also require additional signage stating: No Parking Anytime-Permit Only Parking

The department would incur an expense of approximately \$1,000 for signs and materials and would be installed by the department. In addition, the residents would require vehicle permit stickers and are estimated to cost approximately \$225, (21 homes, each household estimated to have 3 vehicles) The Committee is requested to discuss the following regarding the vehicle stickers:

Option A: Residents pay for each permit sticker at a cost of approximately \$3.00 each.

Option B: The City provides funds for the stickers, with a limit of up to 3 stickers per

ption B: The City provides funds for the stickers, with a limit of up to 3 stickers per household. Each additional vehicle sticker would be a direct cost to the resident at

approximately \$3.00.

Option C: The resident and the City would participate at a 50/50 cost share for each vehicle

sticker and limited to three. Each additional vehicle sticker would be a direct cost

to the resident at approximately \$3.00.

Staff Findings/Recommendation

Staff recommends Option 2

Option 2 – <u>Implement permit parking along Brookbank Road and Evans Place</u> – Permit parking could be utilized on Brookbank Road and Evans Place to preserve street parking for residents while restricting parking on the street by non-residents. The time period of the permit regulations can vary from school hours only to 24 hours a day, depending on the preferences of the City and residents. Permit parking also requires enforcement to be effective. It can, however, be inconvenient to the residents themselves should they host guests that may not own a permit. It can also set a precedent that may be applicable to many other areas of the City.

And

Option B: The City provides funds for the stickers, with a limit of up to 3 stickers per

household. Each additional vehicle sticker would be a direct cost to the resident at

approximately \$3.00.

Decision Mode

This item will be considered as an action item at the January 27, 2014 Municipal Services Committee.



A 19 Mary Markett Appropriate (Appropriate Appropriate Appropriate Appropriate Appropriate (Appropriate Appropriate Appropriat

MEMORANDUM TO: Daniel Gombac

Director of Municipal Services

City of Darien

FROM: Eric D. Russell, P.E., PTOE, PTP, LEED AP ND

Principal

Michael A. Werthmann, P.E., PTOE

Principal

DATE: November 27, 2013

SUBJECT: Neighborhood Parking Issues

Hinsdale South High School

Based on our conversations it is understood that residents of the neighborhood immediately north of Hinsdale South High School have expressed concerns to the City regarding overflow parking onto the neighborhood streets when special events occur at the school. The streets that are most affected include Elm Street, Brookbank Road, and Evans Place.

The City advises that there are approximately 6-12 special events annually that result in the use of these streets for parking by event attendees. While there is sufficient off-street parking available for these events in the high school's west parking lot on the west side of Clarendon Hills Road, many event attendees choose instead to park along the neighborhood streets once the school's north parking lot is filled due to the proximity of these streets to the gymnasium and other event venues.

Elm Street is approximately 24 feet wide and Brookbank Road and Evans Place are each approximately 20 feet wide. All three streets are designed to a rural standard with a narrow gravel shoulder of varying width and a shallow drainage ditch. Motor vehicles that park along these streets tend to park partially on the street and partially on the shoulder and turf in front of the residences.







Elm Street

Brookbank Street

Evans Place

KLOA, Inc. Transportation and Parking Planning Consultants

Current Parking Regulations

Parking is not permitted on school days between 8:00 A.M. and 4:00 P.M. on both sides of Elm Street, Brookbank Road and Evans Place. The typical parking regulation sign is shown below.



Current Street Parking Regulations



Typical Parking Regulation Sign

Potential Parking Measures

Based on our understanding of the parking issues and our field review of the area, the following outlines several measures that could be implemented to alleviate the issues.

- 1. Extend the school day parking regulations—The parking regulations currently extend to 4:00 P.M. on school days. Extending these regulations to 7:00 or 8:00 P.M. along both sides of Brookbank Road and Evans Place, and the north side of Elm Street, would deter those attending special events at the school from parking along the streets. This regulatory change would require police enforcement to be effective. Since the regulation applies to all motorists, it would affect homeowners as well, so the residents along these streets should be agreeable to the change.
- 2. Implement permit parking along Brookbank Road and Evans Place Permit parking could be utilized on Brookbank Road and Evans Place to preserve street parking for residents while restricting parking on the street by non-residents. The time period of the permit regulations can vary from school hours only to 24 hours a day, depending on the preferences of the City and residents. Permit parking also requires enforcement to be effective. It can, however, be inconvenient to the residents themselves should they host guests that may not own a permit. It can also set a precedent that may be applicable to many other areas of the City.
- 3. <u>Utilize portable barricades on Brookbank Road and Evans Place at Elm Street</u> Barricades could be used during special events to block vehicular access to Brookbank Road and Evans Place from Elm Street. The barricades could have a sign attached indicating "Parking Prohibited Beyond This Point". Residents would still be able to access these streets from Janet Avenue. This measure is more manpower-intensive as a City or school staff member would need to set up and take down the barricades during special events at the school.



Portable Barricade

MINUTES CITY OF DARIEN MUNICIPAL SERVICES COMMITTEE November 25, 2013

PRESENT: Joseph Marchese - Chairperson, Alderman Tina Beilke (6:37 p.m.), Alderman

Joerg Seifert, Dan Gombac - Director, Michael Coren - City Treasurer, Michael

Griffith - Senior Planner, Elizabeth Lahey - Secretary

ABSENT: None

ESTABLISH QUORUM

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

NEW BUSINESS

A. Darien VFW Post 2838, 7515 Cass Avenue – Requests a special use to permit a drinking establishment within the B-2 Community Shopping Center District.

Mr. Michael Griffith, Senior Planner reported that the Darien VFW proposes to establish a drinking establishment for their members at the Heritage Plaza Shopping Center. He reported that the PZC held a public hearing and recommended approval. He stated that the petitioner Matt Goodwin was present.

Alderman Seifert questioned if food will be served.

Commander Matt Goodwin, petitioner reported that they are not permitted to serve food but that food can be brought in. He reported that he is working with some of the local food establishments to bring in food if needed.

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

Alderman Seifert made a motion, and it was seconded by Alderman Marchese that based upon the submitted petition and the information presented, the request associated with PZC 2013-09 is in conformance with the standards of the Darien City Code and move that the Municipal Services Committee recommend approval of the petition as presented.

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

B. Darien VFW Post 2838 – Requests to waive their Class M liquor license fee, \$1,000 annual fee.

Mr. Michael Griffith, Senior Planner reported that recently the City Council created a class M liquor license to address the specific needs of the Darien VFW's proposed canteen and a fee of \$1,000.

He reported that because of the time frame for redevelopment of the area, that the VFW has requested a waiver of the liquor license fee since they are not sure if they can recoup the costs of the liquor license within the redevelopment time frame.

Mr. Dan Gombac, Director reported that the annual cost is \$1,000 but that the VFW was prorated to \$550 but that next year it would be \$1,000.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve the request to waive the Class M liquor license fee of \$1,000 for the Darien VFW Post 2838.

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

C. Text Amendment to the Zoning Ordinance: Generators – Consideration of a text amendment to the Zoning Ordinance to permit generators within interior and corner side yards.

Mr. Michael Griffith, Senior Planner reported that the PZC held a public hearing and recommended approval of the Text Amendment. He reported that they did make a change to the language permitting generators within an interior side or rear yard as long as they are located within 5 feet of the exterior wall of the principal structure to allow more flexibility.

Mr. Dan Gombac, Director reported that every situation will be unique and that some homes are limited by windows, landscaping, etc. He stated that the majority of the homes will be able to meet the Code. Mr. Gombac reported that the City Engineer concurred that the generator volume is the same or softer than a lawn mower or air conditioner.

Chairperson Marchese questioned if landscaping would keep the homeowner from servicing the unit.

Mr. Griffith stated that landscaping or a fence is necessary and will serve as a buffer. The owner will be able to install the landscaping or fencing as per the generators specification for accessibility and service.

Alderman Beilke questioned if those areas that have sufficient space between neighbors need to follow the requirements.

Mr. Gombac replied that the majority of the properties would be able to meet the code requirements.

Mr. Mike Minardi stated that it was his request to the City which prompted consideration of a Code change. He thanked the City for turning this request around so quickly.

There was no one else wishing to present public comment.

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to recommend approval of the Text Amendment to the Zoning Ordinance as presented.

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

D. Text Amendment – Amending Section 3-3-23 of the City Code.

Mr. Michael Griffith, Senior Planner reported that this is a section in the liquor license that is required to be amended related to adding a liquor license category.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a Text Amendment amending Section 3-3-23 of the City Code.

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

E. Video Gaming Signage – Consideration of an amendment to Section 3-3-25 of the City Code to prohibit signage related to video gaming.

Mr. Dan Gombac, Director reported that at a recent City Council goal setting session that there was discussion on whether or not to prohibit signage advertising video gaming operations. He reported that the City Council directed staff to propose an ordinance prohibiting said signage, including banners, signs in windows, wall signs and freestanding signs.

Mr. Gombac reported that the language was listed in the staff Agenda Memo.

Alderman Seifert stated that he spoke with Mr. Gombac briefly about this item after goal setting meeting. He stated that he did not like the way staff phrased the wording in the Agenda Memo. Alderman Seifert stated that at the goal setting meeting that he was confident that Alderman McIvor didn't want to see six foot tall signs for video gambling and that the City should take a look at the Sign Ordinance and what to do with video gaming. He stated that he was not sure how this went from A-Z in a flash. He further stated that he would like to see what other municipalities are doing before a decision is made.

Alderman Beilke stated that she too would like to discuss this more and see what others are doing. She suggested looking at not only gaming but also food, liquor, etc.

Chairperson Marchese stated that the City needs to be careful what we do for one business compared to another. He suggested looking at what others do before voting and bringing the information to the December meeting.

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

F. Text Amendment – Discussion regarding a Text Amendment to the Sign Code and to amend the regulations concerning electronic message board signs.

Mr. Dan Gombac, Director reported that this was also discussed in a recent City Council goal setting session. He reported that businesses have expressed concern that they cannot advertise without the newer signs.

Mr. Gombac reported that he canvassed other towns and that Woodridge has a wide variety of scrolling signs along the 75th Street and Lemont Road corridor.

Chairperson Marchese stated that he would prefer looking at each request on a case by case basis.

Mr. Gombac stated that he will do some additional research and present back to the Committee.

G. Resolution – Authorizing the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2014 Street Maintenance program in an amount not to exceed \$9,750.00.

Mr. Dan Gombac, Director reported that this resolution is for the pavement corings for the proposed 2014 Street Maintenance Program outlined in the Agenda Memo. He reported that the data will be updated to the road catalogue.

In the event that the City does not fund the road program proposed for 2014 the date will still be useful.

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

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to authorize the Mayor to enter into an engineering agreement with Christopher B. Burke Engineering, Ltd. for pavement corings for the proposed 2014 Street Maintenance program in an amount not to exceed \$9,750.00.

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

H. Resolution – To enter into an agreement with Christopher B. Burke Engineering for the 2014 Street Maintenance program in an amount not to exceed \$25,730.00.

Mr. Dan Gombac, Director reported that this resolution is for the 2014 Street Maintenance program. He reported that the contract will not be released until the funds for the proposed program are approved by the City Council.

Mr. Gombac reported that if the program is reduced, the engineering cost as proposed for the some of the tasks will also be reduced.

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve a resolution to enter into an agreement with Christopher B. Burke Engineering for the 2014 Street Maintenance program in an amount not to exceed \$25,730.00.

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

I. Resolution – To permit limited accessory structure and limited recreational activities on certain City of Darien owned property, located immediately east of the Darien Towne Center – PIN No: 09-29-400-020, Lot 3 of the Darien Towne Center PUD, and referred to as an Undisturbed/Buffer Area.

Mr. Dan Gombac, Director reported that recently Mr. Imtiaz Uddin, 7536 Wilton Road requested permission to utilize a limited portion of the City property located west of his rear yard property and east of the Darien Towne Center to construct a shed.

Mr. Gombac reported that staff completed a site visit and confirmed that there are opportunities for residents to utilize the property for sheds, play sets, gazebos and certain other recreation uses as deemed appropriate by the City Administrator with no adverse impact. He reported that Mr. Uddin is the only resident requesting use at this time and that staff recommends extending this to all eight properties adjacent to Lot 3.

Alderman Beilke stated that the residents can construct with the understanding that they may have to move it and that this is their risk.

Mr. Gombac reported that there are no utilities in the buffer area and that it is in a natural state and no maintenance has been completed by the City. He stated that no additional residents are interested at this time in utilizing the property and staff will send a letter pending approval to the other residents regarding the use.

Mr. Uddin provided the Committee with photos of the area.

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

Alderman Seifert made a motion, and it was seconded by Alderman Beilke to approve a resolution to permit limited accessory structure and limited recreational activities on certain City of Darien owned property, located immediately east of the Darien Towne Center – PIN No.: 09-29-400-020, Lot 3 of the Darien Towne Center PUD, and referred to as an Undisturbed/Buffer Area.

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

J. Discussion – Budget Comparison to Actual Expenditures

Chairperson Marchese suggested providing the City Council with the entire Budget Comparison to Actual Expenditures list.

Mr. Michael Coren, City Treasurer reported that he spoke with Mr. Gombac prior to the meeting regarding the Budget Comparison to Actual Expenditures. He stated that Mr. Gombac and his staff have done an excellent job of controlling things.

Chairperson Marchese reported that the cost savings this year was 5.1%.

Mr. Dan Gombac, Director reported that he will update the data and forward to the City Council prior to the Monday City Council meeting.

Chairperson Marchese stated that Mr. Gombac and his staff have brought a lot of positives to the City.

K. Minutes - Approval of the October 28, 2013 - Municipal Services Committee Regular Meeting Minutes.

Alderman Beilke made a motion, and it was seconded by Alderman Seifert to approve the October 28, 2013 Municipal Services Committee Regular Meeting Minutes.

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

DIRECTOR'S REPORT

a. Discussion – 2014 Ditch Catalog

Mr. Dan Gombac, Director reported on the 2014 Ditch Catalog that was recently updated. He stated that staff is proposing the first six line ditches listed in the Agenda Memo. He further stated that staff is proposing to do the ditch prior to the road work scheduled for next year.

b. Discussion – 2014-2016 Road program catalogs

Mr. Dan Gombac, Director provided an update regarding the updated 3 year Road Program Catalogues.

He reported that Iris Road engineering is delayed due to the weather.

Mr. Gombac reported that an RFP for Heritage Plaza is out for architectural services and site engineering. He reported that staff continues negotiating with Colonial Manor regarding the exchanging of property for parking and improvements. Mr. Gombac stated that he will provide an agenda memo on the above RFP's at the December meeting.

Chairperson Marchese stated that even though there is an RFP out there that the City would still entertain a purchase.

Mr. Gombac reported that the plans are portable and will provide the City Council with a clear image.

Mr. Gombac reported on Bailey and Plainfield Road and that DuPage County will play an active role on the project. He stated that he will provide more at the December 23rd meeting.

NEXT SCHEDULED MEETING

Chairperson Marchese announced that the next regularly scheduled meeting is scheduled for Monday, December 23, 2013 at 6:30 p.m.

ADJOURNMENT

With no further business before the Committee, Alderman Seifert made a motion and it was seconded by Alderman Beilke to adjourn. Upon voice vote, THE MOTION CARRIED unanimously and the meeting adjourned at 8:10 p.m.

RESPECTFULLY SUBMITTED:		
Joseph Marchese Chairman	Tina Beilke Alderman	
Joerg Seifert Alderman		