## I. CONSENT AGENDA:

9.

22-1596

1.	23-0042	Approve the Cash Disbursements for the period of 12/01/2022 through 12/31/2022 for a total of \$37,559,016.83
3.	23-002 1	Approve the City Council meeting schedule for February, March and April 2023
4.	23-0047	Approve appointments to various Boards & Commissions
5.	23-0017	Approve the award of Option Year One to Contract 21-365, Electronic Bill Payment, to Fidelity Information Services, LLC for an amount not to exceed \$199,399
6.	22-1535	Approve the award of Change Order #1 to Contract 21-059, Outage Management System, to Schneider Electric for an additional 11 months to December 10, 2023
Q:	be famili	require Schneider to require an additional person besides the lead to Taylor ar with the project in case this new lead leaves so that we do not selves in this same situation in the future?
A:	and work	sk Schneider for their project manager succession plan for this contract with procurement and legal to identify relevant contract language to is risk with future projects.  Groth/ Mayer
		·
7.	22-1558	Approve the award of Change Order #2 to Option Year 1 of Contract 19-273, Traffic Signal and Street Light Maintenance, to Meade, Inc. for an amount not to exceed \$32,303.23 and a total award of \$905,617.74
	22-1550	Approve the award of Bid 22-341, Molded Rubber and Cold Products, to

Approve the award of Bid 22-187, Aggregate Materials, to Boughton Materials, Inc. for an amount not to exceed \$442,901.50, and for a one year term

Q:	Is this the company that I questioned on how they were going to be able to compete from a long distance, compared to Boughton being a local supplier?	Hinterlong
A:	Yes, this is the same company.	Mayer/Blenniss

Q:	If we had a contract with Green Dream, how could they raise their prices in the middle of their contract term? What is the monetary cost to the City to switch to Boughton, whose bid is higher then what Green Dream originally agreed to provide the aggregate material for?	Taylor

A: The contract language anticipates both deliver failure and default.

The provision for delivery failures states the following:

31 DELIVERY FAILURES: Failures of a Contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Manager, or failure to make

replacement of rejected articles when so requested, immediately or as directed by the Purchasing Manager, shall constitute authority for the Purchasing Manager to purchase

in the open market articles of comparable grade to replace the articles rejected or not delivered. On all such purchases, either: (1) the Contractor shall reimburse the City, within

a reasonable time specified by the Purchasing Manager, for any expense incurred in excess of contract prices; or (2) the City may deduct such amount from monies owed the defaulting Contractor. Such purchases shall be deducted from contract quantities. Should public necessity demand it, the City reserves the right to use or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined by the Purchasing Manager.

In this instance, the contractor provided notice that they are unable to meet the terms of the contract. Thus, the City does have the authority to leverage the above stated language. As would be expected, the risks and associated costs were evaluated and it was determined that termination of the contract was the most beneficial course of action for the City. Therefore, the following contract language was leveraged.

43. DEFAULT: The contract may be canceled or annulled by the City Council in whole or in part by written notice of default to the Contractor upon non-performance or violation of contract terms. Upon receipt of such notice, the Contractor shall have fourteen (14) days with in which to cure any default or violation. If the default or violation is not cured with in the specified time an award may be made to the next lowest Bidder, or articles specified may be purchased on the open market. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs incurred by the City in excess of the defaulted contract prices. However,

Mayer/Blenniss

the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

Water, procurement and legal will partner to leverage the following language to recoup the increased costs incurred with having to use the second bidder. "In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs incurred by the City in excess of the defaulted contract prices."

The monetary value to switch to Boughton is \$29,266.60 based on bid prices.

10.	22-1594	Approve the award of RFP 22-287, Land Mobile Radio (LMR) Consultant Services, to TUSA Consulting Services for an amount not to exceed \$194,620 and for a three-year term with two, one-year optio	ns
Q:	feel secu	such a huge price difference between the two proposals. Does staff re that TUSA clearly understands the scope of the project and is erform at their proposed cost?	Taylor
A:		A and Federal Engineering followed very similar practices for the project ude the investigation stage, procurement stage and implementation	Nguyen/ Arres/ Mayer
	a county i	rement and project teams confirmed with a TUSA's reference customer, in Georgia going through similar radio network upgrade that the above ras followed and they were thoroughly satisfied with TUSA's ace.	
		ly, the product vendors confirmed that they have worked with TUSA as ant for several cities and had favorable feedback on their interface and	

Q:	What explanation do we have for why the proposed fees for the same project by the top two vendors were so drastically different?	Sullivan
<b>A</b> :	During the interviews with vendors, staff inquired about the pricing proposed by both vendors. The number of hours proposed are different between the two vendors, but that is not uncommon. TUSA also expressed a high level of confidence in accomplishing all identified tasks within their proposed hours. The hourly rates are similar between all proposers. There were 5 proposals received, they ranged from \$162k to \$1.3 million with 3 proposals being less than \$250k.	Mayer/ Nguyen
	The size of the two firms is different and may be contributing to the difference in approach. Staff reviewed the cost of other similar projects for both firms and the pricing had a broad range. From a procurement perspective, there are no definitive factors that would allow us to conclude that the pricing from TUSA is not fair and relevant.	t

11.	23-001	Approve the award of Cooperative Procurement 23-025, General Supplies Equipment, to Amazon for an amount not to exceed \$250,000 and for a 12 term	
Q:	other co Council Amazon provide	pecific items are we purchasing from Amazon rather then through our entracted vendors? It appears that in the 2 years I have been on the City has significantly increased the amount allocated for purchases, which goes against our sustainability goals. Please over the past 5 years how much we've spent for Amazon purchases ed to our other vendors (Office Depot, Grainger, etc.) and why the	Taylor
A:	other vel Purchase fastest s purchase and furn enforcen of increa vendors. from one question	r, departments choose to purchase items from Amazon.com as opposed to indors for one of two primary reasons, economy or convenience.  ers often find that Amazon offers the lowest price, widest selection and hipping when comparing the same item across multiple vendors. In 2022, e categories included technology supplies and equipment, office supplies ishings, vehicle parts and accessories, cleaning supplies, small tools, law nent supplies, and books/publications. Because of that variety, the impact ised spending with Amazon would have to be measured against dozens of Additionally, there are numerous factors that result in shifting purchases e vendor to another in both the short and long term. To fully answer the , an in-depth analysis of the City's more than 15,000 annual accounts transactions would need to be conducted.	Mayer
12.	23-0024	Approve the payment of \$162,750 to DuPage County for off-site	
Q:	is the lo	wetland mitigation for the North Aurora Road Underpass project clear, we are destroying an existing wetland for this project? Where cation of this wetland? Have we known from the beginning of this that this wetland would be destroyed? Was there no alternative to this that could have kept us from destroying this wetland?	Taylor
A:	buffers wactually impacted tracks wathat mus	most part we are not destroying wetlands; we are impacting the wetland which affects their health. We have known this from the beginning and changed one of our utility corridors to avoid one wetland. Two of the three d wetlands are on the north side of North Aurora Road just west of the hile the other wetland is adjacent to the Burlington Northern spur track it be raised due to the new bridge. Impacts to these three wetlands could voided and the local permitting agency, the DuPage County Stormwater lent concurred. Many who have worked in DuPage County will attest that	Novack
	they hav	e very high standards when it comes to avoiding wetland impacts. None ree impacted wetlands are classified as critical wetlands.	

Q:	Andres a than Fire small, ca	he AMB fee structure? Why are the collection fees between and Fire Recovery so different? Assuming AMB's fees are lower Recovery's, and since Fire Recovery's balance is relatively n we move those collections over the AMB now, and only extend s Medical Billing? Or can we renegotiate the 20% Fire Recovery e?	Sullivan
A:	and fire rethey were administed thus the courrently it was agresolution of the remove the	new service provider, charges a fee of 3% for both ambulance ecovery billing, which was one of the factors considered when a awarded the contract. These services were previously bred by two separate companies, Andreas and Fire Recovery, disparity between the fees charged. The remaining balances are in the insurance or settlement process. When we moved to AMB, reed the current service providers would work their claims until a could not be found and it needed to be sent to collections. Most naining claims are in litigation or pending payment. We cannot mover to AMB and sending them prematurely to collections are in a legal process would not be appropriate either.	er/Puknaitis
14.	22-1597	Accept the public underground improvements at Tru by Hilton and aut City Clerk to reduce the corresponding public improvement surety	horize the
15.	23-001 1	Pass the ordinance reserving the City's 2023 Volume Cap	
16.	23-0013	Pass the ordinance proposing and setting a public hearing for the esta of Special Service Area No. 35 for streetscape improvements long Wastreet from Benton Avenue to Chicago Avenue in downtown Naperville	shington
17.	22-12730	Waive the first reading and pass the ordinance for an overnight park exemption on Shandrew Drive and Blakely Lane for the Vintage Clusix positive votes) (Item 1 of 2)	
Q:	recently townhon drives th first floo different WHOA, t	ar was the Vintage Club built? How does it qualify under our passed Overnight Parking Ordinance? Can we now expect every ne development that has this similar design, where the resident rough a common alley right into their 2 car garage located on the r of their unit, to apply for overnight parking? How is this any than single family neighborhoods, like in the Historic District and that have no driveways for guests because their garages are right amon alley?	Taylor
A:	with the c	night Parking Program was approved by the City Council in June 2022 ondition that it is limited to multi-family developments built before 2015, ordinance 15-187 was passed, which amended the code to dditional parking for multi-family developments.	Prousa/ Hynes
	•	ge Club is a townhome development built in 2001 with very little	

parking outside of the unit garages. Parking is prohibited in the drive aisles to maintain emergency access. Staff has reviewed the Vintage Club's application for compliance with the Overnight Parking program requirements.

Since the Overnight Parking Program was approved last June, the City has only received one other application for the program. That submittal is still under review. Staff does not anticipate that the program will expand much further given the program requirements and administrative burden for the Homeowner's Associations.

Single family residential areas are currently not eligible for the Overnight Parking Program. Off-street parking for single family neighborhoods with alley access varies by lot. Adjustments to the garage location or design has often allowed for additional parking.

18.	22-1310C	Waive the first reading and pass the ordinance for parking restrictions on the
		west side of Shandrew Drive and the north side of Blakley Lane

1	9.	23-000	Adopt the resolution of Official Intent for Reimbursement of Capital Projects	
		7		

#### J. PUBLIC HEARINGS:

1.	23-0043	Conduct the public hearing and direct staff to prepare ordinances approving the
		Block 59 Business District Plan and setting an associated Business District tax
		of one percent

Q: J.1: So for Brixmor to agree to the terms guaranteeing they meet their obligations in exchange for the tax dollars, they will need to receive a higher amount of reimbursement and extend the term of years of the tax collection? Aren't they already asking for up to the maximum of 23 years? Brixmore is not willing to cap it at anything less than the statutory maximum of 23 years, correct? How much more in tax dollars are they requiring in order to promise to meet their obligations? Who makes the determination if Brixmore has met their obligations in order to start receiving the tax dollars? If the tax dollars are collected, but Brixmore does not fulfill their obligations, what happens to the already taxed money? What is the monetary cost, in terms of staff time, spent so far on the Brixmore project? What is the predicted monetary cost spent by the City for its staff to administer and disburse the proceeds generated by the business district over the next 23 years?

**Taylor** 

A: Brixmor is seeking to be reimbursed for \$13.4 million net present dollars. The total | Novack amount of money that will be collected will depend on timing due to the compounding six percent rate. The length of the business district will be either the time it takes to collect that \$13.4 million net present dollars or twenty-three years, whichever comes first. Brixmor understands and agrees to that. The City Engineer will make the determination of if and when they have met the requirements to start receiving their reimbursement. If tax dollars are collected but Brixmor does not

meet their obligations then the City retains the funds. While our staff time is not tracked, it is estimated that between 50 and 100 hours have been spent on this project to date. The cost to administer and disburse the generated proceeds in future years will be small since the business district revenues are provided to the City separately. The City will simply confirm the amount looks correct, transfer the funds and calculate the balance of the \$13.4 million remaining.

Q.	What is in place to assure the dollars Brixmor will receive will go directly to Block 59 development and not to other projects they may be working on?	Anderson
A.	The City is requiring Brixmor to complete all of the improvements prior to receiving any of the funds collected. Brixmor will be entirely out of pocket on almost all of the expenses before any reimbursement is made. We are not sure how Brixmor performs their accounting, but we can confirm they will not be reimbursed for any work they did not perform.	Novack
Q.	During the 2-3 year project (based on their projected dates) is Brixmor putting something in place to mitigate accessibility issues for shoppers coming to the businesses that are still open?	Anderson
A.	For the existing stores to remain open during construction sufficient parking and ADA access must remain. Looking at the area of construction staff does not foresee any huge obstacles for Brixmor to overcome to keep these stores open. The larger issue staff anticipates may be retaining utility service during	Novack

L. C	ORDINANC	ES AND RESOLUTIONS:	
1.	22-1468C	Pass the ordinance amending Chapter 11 (Historic Preservation) of T (Zoning Ordinance) regarding the Designation of Landmarks and own consent - PZC 22-1-113	
2.	23-0023	Option 1: Concur with staff and uphold the Zoning Administrator's inter of the setback variance granted through ordinance 21-111; or Option 2 with the PZC and petitioner and overturn the Zoning Administrator's interpretation of the setback variance granted through ordinance 21-1	: Concur
Q:	feet that v designed previousl before us an object	rch is 33% larger, but does not encroach any further than the 6.75 was previously allowed? Is staff objecting to the currently porch itself or the fact that it is different than what was y presented and allowed? To put it a different way, if the porch today was the design originally shown to staff, would staff have ion to it? If this new porch is allowed, will sidewalks be installed h Douglas and Laird? There currently are no sidewalks.	Taylor
A:		not have a specific objection to the larger porch currently being However, because the variance ordinance approves and attaches a	Laff

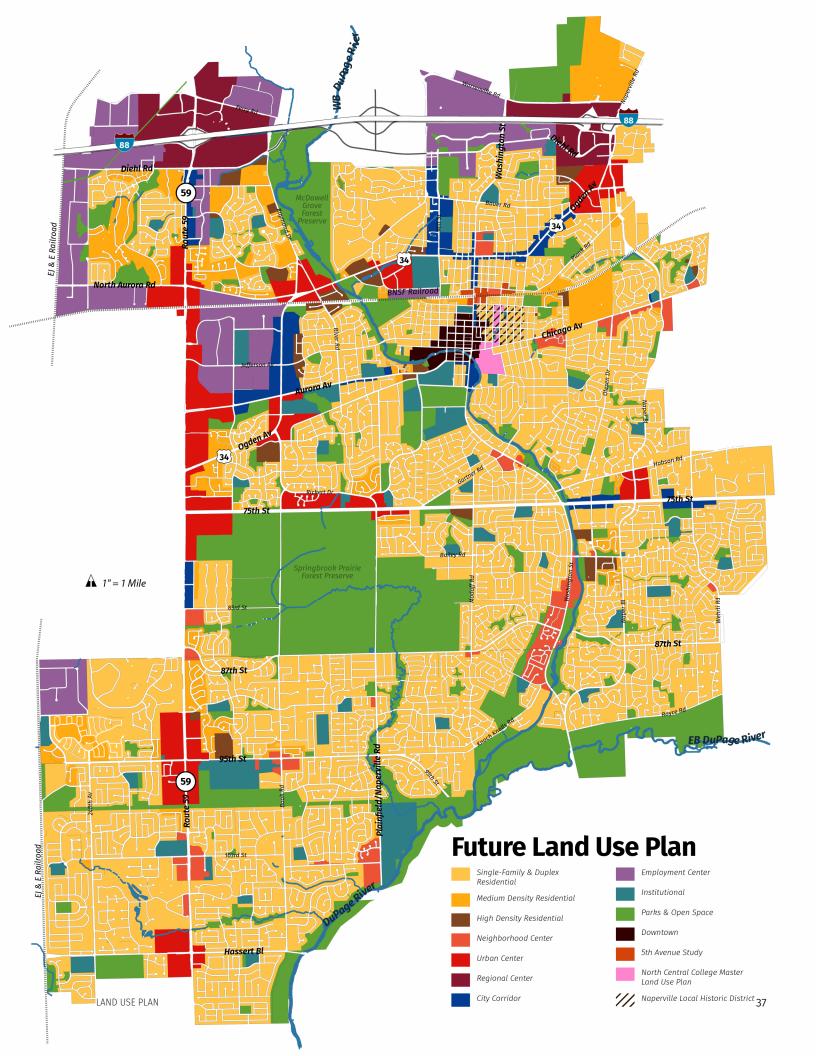
specific site plan showing the smaller porch, staff does not believe that we have the administrative authority to approve the porch that is now being proposed. The Municipal Code requires and the petitioner's site plan shows sidewalk along both their Douglas and Laird frontages.

Q:	How many other ordinances in the last couple of years regarding the Zoning Administrator's interpretation of a variance been appealed to the PZC and City Council? Were any mistakes made or did oddities occur when this original ordinance that came to Council was recorded that would confuse a reasonable petitioner and their attorney about what PZC and Council decided the FIRST time this came to us? Who represented the petitioner when the original ordinance was passed, and who represents them now?	Sullivan
A:	I cannot recall another instance where staff's interpretation of a variance ordinance has been appealed. Per the petitioner, they did speak to the planner who worked on the original variance case at the time it was processed regarding their desire for flexibility in the final porch design (note: that planner no longer works for the City). However, since the ordinance unfortunately did not build in that flexibility, staff has no administrative authority to waive compliance with the provisions of the ordinance as approved and recorded. The petitioner did not work with an attorney when the original variance case was processed and approved (and also is not working with an attorney now).	Laff

## O. REPORTS AND RECOMMENDATIONS:

1.	22-0505F	Provide direction regarding the proposed Affordable Housing Incentive Program (AHIP) - PZC 22-1-017	
Q:	affordable was never market rat about new	r, with this program we will not be incentivizing any single family housing? Where did staff get the idea to include impact fees? Thi discussed on the dias. As for charging \$100 per unit for "new e residential permits," what does this encompass? Are we talking construction only? Would those doing a major renovation be If not, how will staff be able to tell the difference?	Taylor
A:	participate an affordab family units City Counc fee would b	located in single-family zoning districts will not be eligible to in the AHIP program. The idea regarding the potential creation of ole housing fee that would be charged to new market rate singles was raised in a meeting between staff and representatives of the ill that was held following the October 2022 Council meeting. This pe intended for new single-family construction (note: new n and major renovations are separate permit types).	ff

Q:	What zoning district will these developments be allowed by right?								
	By conditional use?								
	Please list and give a map of where these zoning areas are located in the city and currently unincorporated that could be zoned for this use upon annexation.								
A.	Qualifying residential developments located within the R3, R3A, R4, B4, B5 and OCI zoning districts would be eligible to use AHIP. Multi-family residential uses are permitted by right in the R3, R3A, and R4 zoning districts, permitted second floor and above in the B4 and B5 zoning districts, and are conditional uses in the OCI zoning district.	Laff							
	Attached is a City zoning map (note: this map may not be fully up to date) and the adopted Future Land Use Map.								



Place Types	Description	Example	Applicable Zoning Districts	Other Notes
Single-Family/ Duplex Residential	Living areas		E-1, E-2, R1, R1-A, R1-B R2	Respect the character of existing neighborhoods while supporting the City's changing demographics and market
Medium Density Residential			R2, R3	
High Density Residential			R4, R5	
Neighborhood Center	Shopping areas primarily serving residents in immediate vicinity		B-1, B-2, OCI, Planned Unit Development	Small pockets of retail or services integrated within, or adjacent to, residential subdivisions
City Corridor	Linear shopping areas oriented to the roadway		B-2, B-3, OCI, TU, Planned Unit Development	Often characterized by shallow lot depths and proximity to residential subdivisions
Urban Center	Larger scale auto oriented shopping areas		B-2, B-3, Planned Unit Development	Exist along major roadways and at key intersections with abundant parking
Regional Center	Large multi-purpose activity centers		B-2, B-3, OCI, RD, ORI, Planned Unit Development	Feature a diverse mix of uses, drawing customers and visitors from throughout the City and surrounding region
Employment Center	Major employment centers		OCI, BP, HS, RD, ORI, I, Planned Unit Development	Hosts some of the most intense uses in the City, therefore planning for adjacencies is very important
Downtown	Mixed use destination known for its distinct character and walkability		B-4, B-5, TU	Area corresponds with the Downtown2030 Planning Area

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	Prima	ry Use	•			Supporting Uses									
Place Type	Single Family Detached Homes	Single Family Attached Homes	Multi-family (Apartments)	Commercial Retail or Service	Restaurants	Entertainment	Full Service Hospitality	Professional Offices	Corporate Offices	Business and Industrial Parks	Home-Based Businesses	Schools/Childcare Facilities	Accessory Dwelling Units	Places of Worship	Parks & Open Space
Single-Family/ Duplex Residential															
Medium Density Residential															
High Density Residential															

	Prima	ry Use	•					Supporting Uses									
Place Type	Commercial Retail or Services	Restaurants	Entertainment	Full Service Hospitality	Professional Offices	Corporate Offices	Business and Industrial Parks	Single Family AttachedHomes	Multi-family (Apartments)	Commercial Retail or Services	Restaurants	Mixed Use	Professional Offices	Places of Worship	Full Service Hospitality	Business and Industrial Parks	Parks & Open Space
Neighborhood Center																	
City Corridor																	
Urban Center																	
Regional Center																	
Employment Center																	
				,			,										

**Downtown** Refer to Downtown2030 Plan for Details

LAND USE PLAN 39

# **Residential Neighborhoods**

Residential Neighborhoods are comprised of a mix of the City's residential areas characterized as attractive neighborhoods that provide a high quality of life for residents and their families.

## **Character Description**

Residential Neighborhoods are the building block of the Naperville community. They are where most of Naperville residents live and where families are raised. In the city's older areas, Naperville's Residential Neighborhoods consist of smaller lots on a traditional street grid. Most of Naperville's newer Residential Neighborhoods, developed over the past four decades, reflect a more suburban development pattern with tree-lined curvilinear streets, including courts and cul-de-sacs that connect to busier collector corridors or arterial streets along the neighborhood edges. They also include areas of multi-family residential buildings.

Homes in Residential Neighborhoods are primarily single-family detached houses with some areas of attached housing, duplexes, and apartments. They are established, stable, have low vacancy rates, and are served by effective public and private infrastructure, such as sidewalks and utilities.

### **Land Uses**

Detached single family homes predominate the Residential Neighborhoods place type. Attached single-family dwellings, including townhomes, duplexes, and row houses, also exist in some areas. Public uses, such as elementary and middle schools and neighborhood parks are also commonly found within the Residential Neighborhoods.

#### **Primary Uses**

Living Areas

#### Supporting Uses

- Accessory Dwelling Units
- Home Based Businesses
- Schools/Childcare Facilities
- Park and Open Spaces
- Places of Worship



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