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PRE-COUNCIL WORK SESSION — 7:00 P.M.

Agenda of the Regular Meeting

of the City Council of the

CITY OF DARIEN

November 20, 2023

7:30 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Declaration of Quorum
5. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person, Additional Public Comment Period - Agenda Item 18)**
6. Approval of Minutes
 - A. City Council — [November 6, 2023](#)
7. Receiving of Communications
8. Mayor's Report
 - A. Recognition of the Darien Garden Club
9. City Clerk's Report
10. City Administrator's Report
11. Department Head Information/Questions
 - A. Police Department Monthly Report — [October 2023](#)
 - B. Municipal Services
12. Treasurer's Report
 - A. Warrant Number — 23-24-14
 - B. Monthly Report — [October 2023](#)
13. Standing Committee Reports
14. Questions and Comments — **Agenda Related (This is an opportunity for the public to [make comments or ask questions on any item on the Council's Agenda](#) – 3 Minute Limit Per Person)**

15. Old Business
16. Consent Agenda
 - A. Consideration of a Motion to Approve [an Ordinance Levying Taxes for General and Special Corporate Purposes](#) for the Fiscal Year Commencing on the First Day of May, 2023, and Ending on the Thirtieth Day of April, 2024, for the City of Darien, Illinois
 - B. Consideration of a Motion to Approve an Ordinance for the Levy and Assessment of Taxes for the Fiscal Year Beginning on the First Day of May, 2023, and Ending on the Thirtieth Day of April, 2024, in and for the City of Darien [Special Service Area Number One Known as Tara Hill](#)
17. New Business
 - A. Consideration of a Motion to Approve an Ordinance Amending Title 5A, Zoning Regulations, of the Darien City Code (PZC2023-07: [Electric Vehicle \(EV\) Charging Stations](#))
 - B. Consideration of a Motion to Approve a Resolution to Enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for the [2024 Street Maintenance Program](#) Contract Bid Booklet in an Amount not to Exceed, in an Amount not to Exceed \$36,350.00
 - C. Consideration of a Motion to Approve a Resolution Authorizing the Mayor to Enter into an Engineering Agreement with Christopher B. Burke Engineering, Ltd. for [Pavement Corings for the Proposed 2024 Street Maintenance Program](#), in an Amount not to Exceed \$10,000.00
 - D. Consideration of a Motion to Approve an Ordinance Approving a Rezone from R-1 Single-Family Residence District to R-3 Multi-Family Residence District, Preliminary Plat of Subdivision, Special Use for Planned Unit Development (PUD) and Preliminary PUD Approval, and certain Variations/Waivers (PZC2023-09: [Woodland Glen Subdivision](#))
18. Questions, Comments and Announcements — **General (This is an opportunity for the public to [make comments or ask questions on any issue](#) – 3 Minute Limit Per Person)**
19. Adjournment

A WORK SESSION WAS CALLED TO ORDER AT 7:00 P.M. BY MAYOR MARCHESE FOR THE PURPOSE OF REVIEWING ITEMS ON THE NOVEMBER 6, 2023 AGENDA WITH THE CITY COUNCIL. THE WORK SESSION ADJOURNED AT 7:12 P.M.

Minutes of the Regular Meeting

of the City Council of the

CITY OF DARIEN

NOVEMBER 6, 2023

7:30 P.M.

1. **CALL TO ORDER**

The regular meeting of the City Council of the City of Darien was called to order at 7:30 P.M. by Mayor Marchese.

2. **PLEDGE OF ALLEGIANCE**

Mayor Marchese led the Council and audience in the Pledge of Allegiance.

3. **ROLL CALL** — The Roll Call of Aldermen by Clerk Ragona was as follows:

Present:	Thomas J. Belczak	Ted V. Schauer
	Eric K. Gustafson	Ralph Stompanato
	Joseph A. Kenny	Mary Coyle Sullivan
	Gerry Leganski	

Absent: None

Also in Attendance: Joseph Marchese, Mayor
JoAnne E. Ragona, City Clerk
Michael J. Coren, City Treasurer
Bryon Vana, City Administrator
John B. Murphey, City Attorney
Gregory Thomas, Police Chief
Daniel Gombac, Director of Municipal Services
Jordan Yanke, City Planner

4. **DECLARATION OF A QUORUM** – There being seven aldermen present, Mayor Marchese declared a quorum.

5. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

There were none.

6. **APPROVAL OF MINUTES** – October 16, 2023

It was moved by Alderman Stompanato and seconded by Alderman Kenny to approve the minutes of the City Council Meeting of October 16, 2023.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

7. **RECEIVING OF COMMUNICATIONS**

Alderwoman Sullivan...

...received numerous communications regarding proposed Gerber Collision site at Plainfield & Lemont Roads.

...provided an update on continuous communication with Mel Gregory, Carriage Way West, regarding IDOT Managed Lane Program, fence repairs along North & South Frontage Roads, and fixing of curve along North Frontage by Mt. Carmel.

...received communication from Drew Kelly regarding video gaming with a suggestion to add signage, so users can seek help for gaming/gambling addictions.

Alderman Gustafson received communication from resident regarding street sweeping.

Alderman Kenny received communication from Bonnie Kucera, President Norman Courts Homeowners Association, regarding party that took place in guest parking area; he stated calling 911 is best course of action.

Mayor Marchese commented about a draft letter to Governor Pritzker requesting the development of Managed Lane Project on Frontage Road for safety and emission reasons. He noted Senate passed Public Private Partnership last spring.

8. **MAYORS REPORT**

A. CONSIDERATION OF A MOTION TO APPROVE THE APPOINTMENT OF MELODY JANKOWSKI TO THE HOLIDAY HOME DECORATING COMMITTEE

It was moved by Alderman Belczak and seconded by Alderman Gustafson to approve the appointment of Melody Jankowski to the Holiday Home Decorating Committee

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE THE REAPPOINTMENT OF ELIZABETH HAYES TO THE HOLIDAY HOME DECORATING COMMITTEE

It was moved by Alderman Leganski and seconded by Alderwoman Sullivan to approve the appointment of Elizabeth Hayes to the Holiday Home Decorating Committee

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

Clerk Ragona administered the Oath of Office to Melody Jankowski and Elizabeth Hayes.

Elizabeth Hayes...

...stated Holiday Home Decorating Committee will be viewing holiday lights the week of December 4; winners will be announced at the December 18 City Council Meeting. She

encouraged all to make nominations; she noted to qualify for block competition there must be a minimum of five contiguous decorated homes.
...congratulated the De La Cruz family for donating this year’s Christmas tree for display at Millennium Park in Chicago.

9. **CITY CLERK’S REPORT**

There was no report.

10. **CITY ADMINISTRATOR’S REPORT**

There was no report.

11. **DEPARTMENT HEAD INFORMATION/QUESTIONS**

A. POLICE DEPARTMENT – NO REPORT

B. MUNICIPAL SERVICES – NO REPORT

12. **TREASURER’S REPORT**

A. WARRANT NUMBER 23-24-13

It was moved by Alderwoman Sullivan and seconded by Alderman Belczak to approve payment of Warrant Number 23-24-13 in the amount of \$876,404.82 from the enumerated funds, and \$584,185.31 from payroll funds for the periods ending 10/19/23 and 11/02/23 for a total to be approved of \$1,460,590.13.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

13. **STANDING COMMITTEE REPORTS**

Administrative/Finance Committee – Chairwoman Sullivan announced the Administrative/Finance Committee meeting is scheduled for December 4, 2023 at 6:00 P.M. She noted Goal Setting Session is planned for November 14, 2023; draft budget

should be distributed by February 13, 2024; and Committee-of-the-Whole 2024-2025 Budget Meetings are scheduled for February 2024.

Municipal Services Committee – Chairman Belczak announced the Municipal Services Committee meeting has been rescheduled from November 27 to November 20, 2023 at 6:15 P.M.

Police Committee – Chairman Kenny announced the Police Committee meeting is scheduled for November 20, 2023 at 6:00 P.M. in the Police Department Training Room.

Police Pension Board – Liaison Coren announced the Police Pension Board quarterly meeting is scheduled for Thursday, November 9, 2023 at 5:30 P.M. in the Police Department Training Room; third quarter performance will be reviewed.

Mayor Marchese announced the Darien Community Action Committee will be planning the tree lighting for Darien Historical Society; and is meeting at Indian Prairie Public Library on November 11, 2023 at 9:00 A.M.

14. **QUESTIONS AND COMMENTS – AGENDA RELATED**

There were none.

15. **OLD BUSINESS**

There was no Old Business.

16. **CONSENT AGENDA**

It was moved by Alderman Stompanato and seconded by Alderman Schauer to approve by Omnibus Vote the following items on the Consent Agenda:

A. CONSIDERATION OF A MOTION TO APPROVE THE EXPENDITURE OF BUDGETED FUNDS, LINE ITEM 01-40-4219 PROFESSIONAL LIABILITY INSURANCE – PPE FIRST AID, TO PURCHASE (20) ZOLL AED 3 PACKAGES FROM SECOND CHANCE CARDIAC SOLUTIONS INC. IN THE AMOUNT OF \$28,815.00

B. CONSIDERATION OF A MOTION TO APPROVE THE EXPENDITURE OF BUDGETED FUNDS, LINE ITEM 01-40-4325 CONSULTING/PROFESSIONAL SERVICES FOR A ONE-YEAR LAW ENFORCEMENT POLICY MANUAL UPDATE SUBSCRIPTION FROM LEXIPOL, LLC IN THE AMOUNT OF \$10,134.09

- C. RESOLUTION NO. R-114-23** A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT A PROPOSAL FROM CHRISTOPHER B. BURKE ENGINEERING, LTD. (CBBEL) FOR THE PROFESSIONAL DESIGN ENGINEERING SERVICES RELATED TO THE SURVEY AND PREPARATION OF DESIGN DRAWINGS FOR THE PLAINFIELD ROAD RETAINING WALL AT THE SOUTH WEST CORRIDOR OF PLAINFIELD ROAD AND CASS AVENUE IN AN AMOUNT NOT TO EXCEED \$52,300
- D. CONSIDERATION OF A MOTION APPROVING A CONTINGENCY IN THE AMOUNT OF \$20,000 FOR EASEMENT ACQUISITION, PENDING SURVEY AND DESIGN ENGINEERING FOR THE PLAINFIELD ROAD RETAINING WALL**
- E. RESOLUTION NO. R-115-23** A RESOLUTION ACCEPTING A PROPOSAL FROM CONNEXION TO PURCHASE STREET LIGHT FIXTURES AND SHIELD AT THE SUBMITTED UNIT PRICE THROUGH APRIL 30, 2024
- F. RESOLUTION NO. R-116-23** A RESOLUTION ACCEPTING A PROPOSAL FROM CONNEXION TO PURCHASE STREET LIGHT POLES AT THE SUBMITTED UNIT PRICE THROUGH APRIL 30, 2024
- G. RESOLUTION NO. R-117-23** A RESOLUTION AUTHORIZING THE PURCHASE OF BIOMELT AG 64, THE ORGANIC DEICING ACCELERATOR PRODUCT, FROM SNI SOLUTIONS, IN AN AMOUNT NOT TO EXCEED \$11,205 (4,500 GALLONS X \$2.49/GALLON)
- H. RESOLUTION NO. R-118-23** A RESOLUTION AUTHORIZING THE PURCHASE OF ALTERNATIVE LIQUID DE-ICER AND ANTI-ICING PRODUCTS FROM INDUSTRIAL SYSTEMS LTD., IN AN AMOUNT NOT TO EXCEED \$17,235.00
- I. CONSIDERATION OF A MOTION APPROVING A CONTINGENCY IN THE AMOUNT OF \$10,000 FOR UNFORESEEN WINTER CONDITIONS THAT MAY REQUIRE THE USE OF ADDITIONAL LIQUID DE-ICER AND ANTI-ICING PRODUCTS**
- J. RESOLUTION NO. R-119-23** A RESOLUTION AUTHORIZING THE PURCHASE OF ALTERNATIVE LIQUID DE-

ICER AND ANTI-ICING PRODUCTS FROM K-TECH SPECIALTY COATINGS, INC., IN AN AMOUNT NOT TO EXCEED \$23,276.00

K. CONSIDERATION OF A MOTION APPROVING A CONTINGENCY IN THE AMOUNT OF \$10,000 FOR UNFORESEEN WINTER CONDITIONS THAT MAY REQUIRE THE USE OF ADDITIONAL LIQUID DE-ICER AND ANTI-ICING PRODUCTS

L. ORDINANCE NO. O-17-23 AN ORDINANCE APPROVING A WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND CONTRACT CUSTOMERS

M. RESOLUTION NO. R-120-23 A RESOLUTION APPROVING AN EXTENSION OF THE WATER SUPPLY CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE CITY OF CHICAGO

N. ORDINANCE NO. O-18-23 AN ORDINANCE AUTHORIZING THE SALE OF PERSONAL PROPERTY OWNED BY THE CITY OF DARIEN (PICK-UP, DUMP TRUCK, COMPUTER MONITORS, ETC.)

O. ORDINANCE NO. O-19-23 AN ORDINANCE ANNEXING CERTAIN PROPERTY TO THE CITY OF DARIEN (10S360 KEARNEY ROAD)

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

17. NEW BUSINESS

A. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE GRANTING A SPECIAL USE (PZC2023-08: GERBER COLLISION, 8325 LEMONT ROAD)

City Planner Yanke provided an overview of special use request by applicant Storebuild LLC representing Gerber Collision regarding conversion of vacant building (former CVS Pharmacy) located at 8325 Lemont Road to an auto collision, repair, and service center. He spoke of physical improvements planned for property, noted key items and sequence of meetings held by Planning & Zoning Commission and Municipal Services Committee leading to Council review for consideration.

Director Gombac commented on history of property, uses considered, Gerber’s petition for special use, fence mandate condition, and environmental & traffic concerns.

City Attorney Murphey explained special uses, special use criteria and issue of “necessity.”

Representatives from Storebuild LLC/Gerber Collision addressed Council questions.

Numerous area residents voiced their concerns regarding granting Gerber Collision request for special use. Concerns included: property values of surrounding residences at stake; brick wall; wrecked vehicles; other vehicle repair shops in area; eyesore for gateway to City; wanted retail on property; hazardous fluids, outdoor space usage; domino effect-catastrophic; voice of residents being ignored; doesn’t resemble character of area; release of toxins; disposal of hazardous materials; contamination of wells; traffic, pollution and noise.

It was moved by Alderman Belczak and seconded by Alderman Schauer to approve the motion as presented.

Director Gombac addressed Council question about security concerns; Ryan Murphy, Storebuild LLC, addressed Council questions regarding HVAC, sprinkler system, and tax revenue. Treasurer Coren commented on projected sales tax revenue; Mike Peirce, Storebuild LLC, provided average store and parts sales information.

Treasurer Coren, Alderman Leganski, Alderman Gustafson, Alderman Kenny, and Alderwoman Sullivan voiced their opinions regarding the special use.

ORDINANCE NO. O-20-23

**AN ORDINANCE GRANTING A SPECIAL USE
(PZC2023-08: GERBER COLLISION, 8325
LEMONT ROAD)**

Roll Call: Ayes: Belczak, Gustafson, Schauer, Stompanato,
 Nays: Kenny, Leganski, Sullivan
 Absent: None

Results: Ayes 4, Nays 3, Absent 0
MOTION DULY CARRIED

B. CONSIDERATION OF A MOTION TO APPROVE AN ORDINANCE AMENDING SECTION 3-3-7- 4(D) OF THE DARIEN CITY CODE (LIQUOR CONTROL REGULATIONS)

It was moved by Alderwoman Sullivan and seconded by Alderman Stompanato to approve the motion as presented.

Mayor Marchese reiterated the second license is for Carriage Greens; he stated there has been a separation between banquet and golf sides of the business.

Alderman Gustafson inquired about City involvement in legal action. Attorney Murphy provided an update on Carriage Greens eviction action lawsuit against the LLC and counter suit by LLC. He stated City reached a consensus of neutrality.

Alderwoman Sullivan inquired about status of additional liquor license should LLC forfeit the business; Attorney Murphey stated license would automatically cease.

ORDINANCE NO. O-21-23 AN ORDINANCE AMENDING SECTION 3-3-7- 4(D) OF THE DARIEN CITY CODE (LIQUOR CONTROL REGULATIONS)

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan
 Nays: None
 Absent: None

Results: Ayes 7, Nays 0, Absent 0
MOTION DULY CARRIED

C. CONSIDERATION OF A MOTION TO APPROVE THE EXPENDITURE OF BUDGETED FUNDS, LINE ITEM 01-40-4815 CAPITAL PURCHASES, TO PURCHASE (7) POLICE ADMINISTRATIVE VEHICLES FROM NAPLETON FLEET GROUP IN THE AMOUNT OF \$308,424

It was moved by Alderman Leganski and seconded by Alderman Schauer to approve the motion as presented.

Roll Call: Ayes: Belczak, Gustafson, Kenny, Leganski, Schauer, Stompanato, Sullivan

Nays: None

Absent: None

Results: Ayes 7, Nays 0, Absent 0

MOTION DULY CARRIED

18. **QUESTIONS, COMMENTS AND ANNOUNCEMENTS – GENERAL**

Mayor Marchese thanked...

... all for their hard work on the Gerber Collision proposal.

...the public for expressing their opinions.

Alderman Gustafson commented on attending ‘Stop the Bleed’ class in New Lenox. He will be taking ‘CPR & Defibrillator’ class in Hinsdale for \$65.

19. **ADJOURNMENT**

There being no further business to come before the City Council, it was moved by Alderman Schauer and seconded by Alderman Leganski to adjourn the City Council meeting.

VIA VOICE VOTE – MOTION DULY CARRIED

The City Council meeting adjourned at 9:36 P.M.

Mayor

City Clerk

All supporting documentation and report originals of these minutes are on file in the Office of the City Clerk under File Number 11-06-23. Minutes of 11-06-23 CCM.

Darien Police Department

Monthly Report

October 2023



Events

Faith and Blue

A new event for the Darien community this year took place on October 7th from 12:00pm to 3:00pm. Darien PD participated in the national event called Faith in Blue. This is an event where local police agencies partner up with faith-based organizations in their community for various events. The goal is to "...facilitate safer, stronger, more just and unified communities by directly enabling local partnerships among law enforcement professionals, residents, businesses and community groups through the connections of local faith-based organizations."

Darien PD was able to share an event with Our Lady of Peace and Marion Hills Bible Church. (Several other faith-based organizations showed interest but had other engagements.) The event had several attractions, including...pumpkin decorating, a K9 demo, live entertainment, a balloon art creationist and a raffle with prizes. Sponsors for the event included Modell Funeral Home, Darien Lions' Club and The Knights of Columbus.

Monthly Discussions

Darien Women's Club

The Darien Women's Club invited Darien PD to their meeting on Wednesday, November 1st to discuss general safety, tips for women to feel safer and better protect themselves. The well attended event touched on topics involving shopping, situational awareness, walking alone, and some self-defense concepts. Thank you to the Darien Women's Club and Janice Bottger for inviting us to speak.

Indian Prairie Public Library

The third meeting at Indian Prairie Library was held on Wednesday, November 1st at 10:00 am. We discussed the topic of Holiday Shopping and how to prevent one from being a victim of various crimes while holiday shopping. Areas addressed were shopping in person, shopping online, parking/driving and home safety. The event was attended by two members of the community.

The next meeting will be on Wednesday, December 6th at 10:00 am at Indian Prairie Public Library. The topic to be discussed will be about self-protection. The meeting will be held at the Keshav Sanghani Meeting Room which is in the second floor of Indian Prairie Library. (<https://ippl.libcal.com/event/10650599>) Thank you to Indian Prairie Public Library and Marquitta Harris for hosting and putting the meeting together.

Person & Property Crime Summary

<u>NIBRS</u>	<u>Category</u>	<u>YTD</u> <u>2023</u>	<u>YTD</u> <u>2022</u>	<u>YTD</u> <u>2021</u>	<u>YTD</u> <u>2020</u>	<u>1 Yr.</u> <u>Change</u>	<u>2 Yr.</u> <u>Change</u>	<u>3 Yr.</u> <u>Change</u>
9	Murder	0	0	0	0	0.0%	0.0%	0.0%
11	Sexual Assault	3	4	6	6	-25.0%	-50.0%	-50.0%
36	Sex Offenses	0	0	0	0	0.0%	0.0%	0.0%
13	Assaults	105	91	89	77	15.4%	18.0%	36.4%
64	Human Trafficking	0	0	0	0	0.0%	0.0%	0.0%
100	Kidnapping	0	0	1	1	0.0%	-100.0%	-100.0%
Total Person		108	95	96	84	13.7%	12.5%	28.6%

<u>NIBRS</u>	<u>Category</u>	<u>YTD</u> <u>2023</u>	<u>YTD</u> <u>2022</u>	<u>YTD</u> <u>2021</u>	<u>YTD</u> <u>2020</u>	<u>1 Yr.</u> <u>Change</u>	<u>2 Yr.</u> <u>Change</u>	<u>3 Yr.</u> <u>Change</u>
120	Robbery	3	0	2	3	0.0%	50.0%	0.0%
200	Arson	1	1	0	2	0.0%	0.0%	-50.0%
210	Extortion	10	0	1	6	0.0%	900.0%	66.7%
220	Burglary	13	17	25	26	-23.5%	-48.0%	-50.0%
23	Theft	101	190	121	158	-46.8%	-16.5%	-36.1%
240	MVT	11	9	14	7	22.2%	-21.4%	57.1%
250	Forgery	3	8	9	3	-62.5%	-66.7%	0.0%
26	Fraud	129	128	262	219	0.8%	-50.8%	-41.1%
270	Embezzlement	0	0	0	0	0.0%	0.0%	0.0%
280	Stolen Property	0	4	0	2	-100.0%	0.0%	-100.0%
290	Criminal Damage	42	52	44	38	-19.2%	-4.5%	10.5%
510	Bribery	1	0	0	0	0.0%	0.0%	0.0%
Total Property		314	409	478	464	-23.2%	-34.3%	-32.3%

Total Crime		422	504	574	548	-16.3%	-26.5%	-23.0%
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Other Crime Summary

<u>NIBRS</u>	<u>Category</u>	<u>YTD 2023</u>	<u>YTD 2022</u>	<u>YTD 2021</u>	<u>YTD 2020</u>	<u>1 Yr. Change</u>	<u>2 Yr. Change</u>	<u>3 Yr. Change</u>
35	Drug	43	56	105	48	-23.2%	-59.0%	-10.4%
370	Pornography	3	3	8	4	0.0%	-62.5%	-25.0%
39	Gambling	0	0	0	0	0.0%	0.0%	0.0%
40	Prostitution	0	0	0	0	0.0%	0.0%	0.0%
520	Weapons	9	9	5	9	0.0%	80.0%	0.0%
720	Animal Cruelty	2	0	0	0	0.0%	0.0%	0.0%
Total Societal		57	68	118	61	-16.2%	-51.7%	-6.6%

<u>NIBRS</u>	<u>Category</u>	<u>YTD 2023</u>	<u>YTD 2022</u>	<u>YTD 2021</u>	<u>YTD 2020</u>	<u>1 Yr. Change</u>	<u>2 Yr. Change</u>	<u>3 Yr. Change</u>
Total Group A Offenses		479	572	692	609	-16.3%	-30.8%	-21.3%

<u>NIBRS</u>	<u>Category</u>	<u>YTD 2023</u>	<u>YTD 2022</u>	<u>YTD 2021</u>	<u>YTD 2020</u>	<u>1 Yr. Change</u>	<u>2 Yr. Change</u>	<u>3 Yr. Change</u>
90A	Bad Checks	0	0	0	0	0.0%	0.0%	0.0%
90B	Curfew	1	1	0	0	0.0%	0.0%	0.0%
90C	Disorderly Conduct	78	33	42	37	136.4%	85.7%	110.8%
90D	DUI	73	55	69	44	32.7%	5.8%	65.9%
90F	Family Offenses (Non-Violent)	6	112	55	72	-94.6%	-89.1%	-91.7%
90G	Liquor Law Violation	17	9	7	4	88.9%	142.9%	325.0%
90H	Peeping Tom	0	0	0	0	0.0%	0.0%	0.0%
90I	MRAI	0	1	1	3	-100.0%	-100.0%	-100.0%
90J	Trespass	29	13	18	18	123.1%	61.1%	61.1%
90Z	All Other Crimes	149	192	194	93	-22.4%	-23.2%	60.2%
Total Group B Offenses		353	416	386	271	-15.1%	-8.5%	30.3%

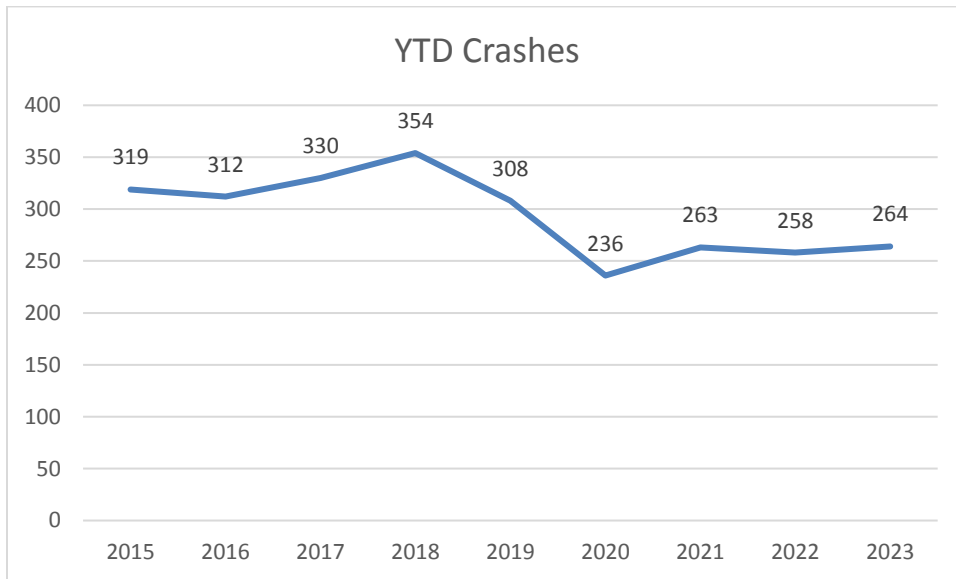
<u>NIBRS</u>	<u>Category</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>1 Yr. Change</u>	<u>2 Yr. Change</u>	<u>3 Yr. Change</u>
Total All Crime		832	988	1078	880	-15.8%	-22.8%	-5.5%

Calls for Service Summary Citizen Generated Events (Beat & Hour of Day)

	<u>YTD</u> <u>2023</u>	<u>YTD</u> <u>2022</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2013</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>	<u>10 Year</u> <u>Change</u>
Location							
Beat 1	23.3%	21.9%	31.4%	33.4%	6.4%	-25.8%	-30.2%
Beat 2	19.9%	22.9%	28.1%	24.4%	-13.1%	-29.2%	-18.4%
Beat 3	36.2%	38.2%	38.8%	39.9%	-5.2%	-6.7%	-9.3%
Out of Town	1.4%	0.3%	1.7%	2.4%	366.7%	-17.6%	-41.7%
Hour of Day							
0600	109	81	103	107	34.6%	5.8%	1.9%
0700	143	157	187	165	-8.9%	-23.5%	-13.3%
0800	216	188	232	198	14.9%	-6.9%	9.1%
0900	241	240	255	272	0.4%	-5.5%	-11.4%
1000	262	288	308	280	-9.0%	-14.9%	-6.4%
1100	350	319	328	324	9.7%	6.7%	8.0%
1200	382	288	349	313	32.6%	9.5%	22.0%
1300	336	307	387	363	9.4%	-13.2%	-7.4%
1400	388	354	340	357	9.6%	14.1%	8.7%
1500	379	348	378	381	8.9%	0.3%	-0.5%
1600	375	344	427	383	9.0%	-12.2%	-2.1%
1700	346	312	417	392	10.9%	-17.0%	-11.7%
Shift 1	3527	3226	3711	3535	9.3%	-5.0%	-0.2%
1800	314	307	392	358	2.3%	-19.9%	-12.3%
1900	326	294	348	383	10.9%	-6.3%	-14.9%
2000	276	274	336	308	0.7%	-17.9%	-10.4%
2100	258	240	248	287	7.5%	4.0%	-10.1%
2200	227	212	199	216	7.1%	14.1%	5.1%
2300	176	154	187	166	14.3%	-5.9%	6.0%
0000	134	156	157	133	-14.1%	-14.6%	0.8%
0100	129	91	119	104	41.8%	8.4%	24.0%
0200	106	109	98	94	-2.8%	8.2%	12.8%
0300	93	85	81	75	9.4%	14.8%	24.0%
0400	63	64	54	56	-1.6%	16.7%	12.5%
0500	81	62	67	72	30.6%	20.9%	12.5%
Shift 2	2183	2048	2286	2252	6.6%	-4.5%	-3.1%
Total	5710	5274	5997	5787	8.3%	-4.8%	-1.3%

Traffic Crash Summary

	<u>YTD</u> <u>2023</u>	<u>YTD</u> <u>2022</u>	<u>YTD</u> <u>2018</u>	<u>1 Year</u> <u>Change</u>	<u>5 Year</u> <u>Change</u>
Private Property	122	142	218	-14.1%	-44.0%
Hit & Run	27	26	53	3.8%	-49.1%
Public Way					
No Injuries	206	289	357	-28.7%	-42.3%
Injury	57	47	67	21.3%	-14.9%
Fatal	1	0	0	0.0%	0.0%
Total	264	336	424	-21.4%	-37.7%
Fatalities	1	0	0	0.0%	0.0%
Hit & Run	18	34	35	-47.1%	-48.6%
DUI	1	4	2	-75.0%	-50.0%



Traffic Enforcement Summary

	<u>YTD</u> <u>2023</u>	<u>YTD</u> <u>2022</u>	<u>YTD</u> <u>2018</u>	<u>YTD</u> <u>2013</u>	<u>1 Yr.</u> <u>Change</u>	<u>5 Yr.</u> <u>Change</u>	<u>10 Yr.</u> <u>Change</u>
Traffic Stops	0	0	0	0	0.0%	0.0%	0.0%
Moving Citation	847	1049	1102	1124	-19.3%	-23.1%	-24.6%
Moving Warning	2516	2518	1449	1121	-0.1%	73.6%	124.4%
Total Moving	3363	3567	2551	2245	-5.7%	31.8%	49.8%
Non-Moving Citation	574	768	504	698	-25.3%	13.9%	-17.8%
Non-Moving Warning	1566	1716	728	793	-8.7%	115.1%	97.5%
Total Non-Moving	2140	2484	1232	1491	-13.8%	73.7%	43.5%
Total Warning	4082	4234	2177	1914	-3.6%	87.5%	113.3%
Total Citations	1421	1817	1606	1822	-21.8%	-11.5%	-22.0%
Total Enforcement Actions	5503	6051	3783	3736	-9.1%	45.5%	47.3%
DUI Arrests	73	55	66	62	32.7%	10.6%	17.7%
Category							
Alcohol / Cannabis	22	44	7	3	-50.0%	214.3%	633.3%
Distracted	127	179	266	66	-29.1%	-52.3%	92.4%
Equipment	428	569	334	345	-24.8%	28.1%	24.1%
Insurance	281	351	205	294	-19.9%	37.1%	-4.4%
Lane	254	220	186	160	15.5%	36.6%	58.8%
License	202	271	148	166	-25.5%	36.5%	21.7%
Other	20	58	56	51	-65.5%	-64.3%	-60.8%
Registration	1191	1203	459	562	-1.0%	159.5%	111.9%
Seat Belt	18	33	488	64	-45.5%	-96.3%	-71.9%
Signal	118	107	98	66	10.3%	20.4%	78.8%
Speed	1610	2318	1505	1471	-30.5%	7.0%	9.4%
Stop Sign or Signal	611	483	372	388	26.5%	64.2%	57.5%
Turning	66	65	29	27	1.5%	127.6%	144.4%
Yield	156	64	56	54	143.8%	178.6%	188.9%

Citizen Concern Summary

<u>Location</u>	<u>Issue</u>	<u>Dates Monitored</u>	<u>Police Response</u>
67 th St – Richmond to Clarendon Hills Rd.	Speeding & Distracted Driving	12/28/22-01/11/23	39 Observations / 949 Minutes 12 Warnings / 3 Citations
1900 block Manning Rd.	Speeding	02/27/23-03/13/23	34 Observations / 72 Minutes 0 Warnings / 1 Citation
Oldfield Rd. – N. Frontage Rd. to Washington St.	Speeding	03/13/23-03/24/23	67 Observations / 1026 Minutes 20 Warnings / 36 Citations
Bailey Rd. - Plainfield Rd to N. Frontage Rd	Speeding	03/21/23-04/04/23	28 Observations / 703 Minutes 20 Warnings / 4 Citations
Cass Ave & Hinswood Dr.	Stop Sign Violation	03/21/23-04/04/23	17 Observations / 391 Minutes 1 Warning / 0 Citations
Cass Ave & 71 st St	Stop Sign Violation	03/21/23-04/04/23	24 Observations / 442 Minutes 1 Warning / 0 Citations
Lyman Rd & Manning Rd - 75 th St to Plainfield Rd	Speeding & No Left Turn out of Walmart	04/04/23-04/18/23	45 Observations / 442 Minutes 20 Warnings / 5 Citations
Bailey Rd - Plainfield Rd to N. Frontage Rd	Speeding	05/17/23-05/31/23	37 Observations / 804 Minutes 10 Warnings / 4 Citations
67 th St - Richmond Ave to Clarendon Hills Rd	Speeding & Distracted Driving	05/17/23-05/31/23	27 Observations / 628 Minutes 12 Warnings / 4 Citations
Ripple Ridge & Mystic Trace	Speeding	05/18/23-06/01/23	14 Observations / 414 Minutes 0 Warnings / 0 Citations
71 st St - Clarendon Hills Rd to Cass Ave	Speeding	05/22/23-06/05/23	31 Observations / 788 Minutes 13 Warnings / 6 Citations
79 th St at Del Ct	Speeding	05/27/23-06/10/23	23 Observations / 492 Minutes 8 Warnings / 0 Citations
Exner Rd at 71 st St	Stop Sign Violation	06/06/23-06/19/23	33 Observations / 910 Minutes 13 Warnings / 1 Citation
Oldfield Rd - N. Frontage Rd to Washington St	Speeding	06/05/23-06/19/23	73 Observations / 1716 Minutes 31 Warnings / 15 Citations
Cass Ave & Hinswood Dr.	Stop Sign Violations	06/20/23-07/11/23	28 Observations / 609 Minutes 2 Warnings / 0 Citations
67 th St - Richmond Ave to Clarendon Hills Rd	Speeding & Distracted Driving	06/20/23-07/07/23	48 Observations / 1188 Minutes 12 Warnings / 6 Citations
Oldfield Rd - N. Frontage Rd to Washington St	Speeding	07/08/23-07/22/23	39 Observations / 821 Minutes 21 Warnings / 13 Citations
High Rd - 67 th St to Plainfield Rd	Speeding	07/09/23-07/28/23	20 Observations / 448 Minutes 3 Warnings / 0 Citations
Clarendon Hills Rd Closed	Disobey Traffic Control Device (Road Closed)	07/13/23-07/27/23	32 Observations / 1217 Minutes 91 Warnings / 13 Citations
Lyman Ave 7600 block	No Left Turn Out of Darien Town Center	07/13/23-07/27/23	45 Observations / 1110 Minutes 32 Warnings / 1 Citation
Woodvale Dr. - 87 th St to Beller Dr.	Speeding	07/18/23-08/01/23	15 Observations / 368 Minutes 2 Warnings / 0 Citations
Cass Ave and 75 th St	Speeding, Red Light Violations, etc.	07/30/23-08/14/23	23 Observations / 557 Minutes 3 Warnings / 0 Citations
Clarendon Hills Rd from 67 th St to Plainfield Rd	Speeding, Disobey Traffic Control Device	07/31/23-08/10/23	15 Observations / 430 Minutes 14 Warnings / 2 Citations
Oldfield Rd – N Frontage Rd to Washington St	Speeding	08/12/23-08/26/23	29 Observations / 966 Minutes 18 Warnings / 12 Citations
Cass Ave & Hinswood Dr	Stop Sign and Distracted Driving	08/14/23-08/28/23	18 Observations / 455 Minutes 1 Warning / 1 Citation

67th St – Cass Ave to Clarendon Hills Rd	Speeding	08/14/23-08/28/23	31 Observations / 557 Minutes 5 Warnings / 6 Citations
1019 Concord PL	Speeding and Distracted Drivers	09/05/23-09/15/23	12 Observations / 245 Minutes 2 Warnings / 2 Citations
Clarendon Hills Rd from 67 th St to Plainfield Rd	Speeding, Disobey Traffic Control Device	09/13/23-09/27/23	33 Observations / 1,061 Minutes 12 Warnings / 5 Citations
67th St – Cass Ave to Clarendon Hills Rd	Speeding	09/28/23-10/12/23	31 Observations / 915 Minutes 5 Warnings / 7 Citations
Bailey Rd - Plainfield Rd to N. Frontage Rd	Speeding	09/28/23-10/12/23	30 Observations / 683 Minutes 5 Warnings / 8 Citations
Manning Rd/Lyman Rd from 75 th St to Plainfield Rd	Speeding and Distracted Drivers	09/28/23-10/12/23	25 Observations / 716 Minutes 3 Warnings / 2 Citations
1019 Concord PL	Stop Sign	10/06/23-10/20/23	11 Observations / 258 Minutes 1 Warnings / 0 Citations

**CITY OF DARIEN
REVENUE AND EXPENDITURE REPORT SUMMARY
October 31, 2023**

GENERAL FUND - (01)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,639,518	\$ 11,070,945	\$ 17,804,655
Expenditures	\$ 735,133	\$ 8,375,077	\$ 17,367,310

Audited 5/1/23 Opening Fund Balance:	\$	9,169,064
Transfer to Capital Fund	\$	(5,700,000)
Transfer to Cannabis Fund	\$	(93,545)
Current Fund Balance:	\$	6,071,387

WATER FUND - (02)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 1,520,472	\$ 4,150,089	\$ 7,829,928
Expenditures	\$ 573,976	\$ 3,447,723	\$ 8,519,019

Audited 5/1/23 Cash Balance	\$	3,744,260
Transfer to Water Depreciation Fund	\$	(150,000)
Current Modified Cash Balance:	\$	4,296,627

MOTOR FUEL TAX FUND - (03)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 92,785	\$ 521,999	\$ 836,407
Expenditures	\$ 30,328	\$ 454,071	\$ 910,700

Audited 5/1/23 Opening Fund Balance:	\$	1,474,111
Current Fund Balance:	\$	1,542,039

WATER DEPRECIATION FUND (12)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 2,058	\$ 11,015	\$ 1,000
Expenditures	\$ -	\$ 5,934	\$ 50,000

Audited 5/1/23 Cash Balance	\$	463,238
Transfer from Water Fund	\$	150,000
Current Modified Cash Balance:	\$	618,319

CAPITAL IMPROVEMENT FUND (25)

	Current Month <u>Actual</u>	Year To Date <u>Actual</u>	Total <u>Budget</u>
Revenue	\$ 76,174	\$ 508,675	\$ 753,574
Expenditures	\$ 129,110	\$ 3,013,889	\$ 5,590,010

Audited 5/1/23 Opening Fund Balance:	\$	14,068,336
Transfer from General Fund	\$	5,700,000
Current Fund Balance:	\$	17,263,122

	Current Actual Year to Date	Current Budgeted F.Y.E. '24	Prior Year Actual Through October 22
Property Tax Collections	\$ 2,442,485	\$ 2,589,512	\$ 2,453,603
Sales Tax Collections	\$ 3,609,035	\$ 6,677,790	\$ 3,515,905
Drug forfeiture Receipts	\$ 69,069	\$ -	\$ 70,465
Cannabis Use Fund	\$ 16,448	\$ 34,201	\$ 17,645

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
General Fund
Revenue
From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue								
Taxes								
Real Estate Taxes - Current	3110	14,657.93	50,000.00	2,391,741.57	2,100,438.00	2,500,438.00	(108,696.43)	4.34%
Road and Bridge Tax	3120	2,428.46	10,000.00	198,647.39	180,903.00	210,903.00	(12,255.61)	5.81%
Municipal Utility Tax	3130	83,484.91	95,000.00	460,479.85	610,000.00	1,137,393.00	(676,913.15)	59.51%
Amusement Tax	3140	6,743.38	5,880.00	62,375.59	35,280.00	70,555.00	(8,179.41)	11.59%
Hotel/Motel Tax	3150	9,054.95	6,810.00	53,843.91	40,860.00	81,720.00	(27,876.09)	34.11%
Local Gas Tax	3151	30,190.52	17,864.00	109,213.40	107,184.00	214,367.00	(105,153.60)	49.05%
Food and Beverage Tax	3152	57,302.47	59,270.25	382,575.92	355,621.50	711,243.00	(328,667.08)	46.21%
Personal Property Tax	3425	3,111.23	1,100.00	12,112.96	4,383.00	7,483.00	4,629.96	(61.87)%
Total Taxes		206,973.85	245,924.25	3,670,990.59	3,434,669.50	4,934,102.00	(1,263,111.41)	25.60%
License, Permits, Fees								
Business Licenses	3210	260.00	100.00	15,581.50	12,100.00	35,000.00	(19,418.50)	55.48%
Liquor License	3212	0.00	0.00	76,150.00	67,650.00	70,150.00	6,000.00	(8.55)%
Contractor Licenses	3214	1,180.00	1,000.00	8,010.00	12,000.00	18,000.00	(9,990.00)	55.50%
Court Fines	3216	7,481.13	10,000.00	67,117.21	62,500.00	125,000.00	(57,882.79)	46.30%
Towing Fees	3217	3,500.00	4,300.00	29,500.00	25,800.00	51,600.00	(22,100.00)	42.82%
Ordinance Fines	3230	2,210.00	1,970.50	11,928.50	11,823.00	23,646.00	(11,717.50)	49.55%
Building Permits and Fees	3240	13,183.00	0.00	74,023.70	30,000.00	35,000.00	39,023.70	(111.49)%
Telecommunication Taxes	3242	17,991.27	19,345.00	127,363.89	116,070.00	232,136.00	(104,772.11)	45.13%
Cable T.V. Franchise Fee	3244	98,934.72	0.00	208,027.18	210,450.00	420,800.00	(212,772.82)	50.56%
PEG - Fees - AT&T	3245	1,473.07	0.00	4,577.45	0.00	0.00	4,577.45	0.00%
NICOR Franchise Fee	3246	0.00	0.00	0.00	0.00	33,000.00	(33,000.00)	100.00%
Public Hearing Fees	3250	360.00	150.00	3,885.00	1,100.00	2,000.00	1,885.00	(94.25)%
Elevator Inspections	3255	0.00	100.00	225.00	3,300.00	3,500.00	(3,275.00)	93.57%
Engineering/Prof Fee Reimb	3265	6,808.02	6,200.00	28,113.55	37,100.00	74,000.00	(45,886.45)	62.00%
Police Special Service	3268	23,730.43	10,000.00	71,957.89	44,880.00	99,880.00	(27,922.11)	27.95%
Total License, Permits, Fees		177,111.64	53,165.50	726,460.87	634,773.00	1,223,712.00	(497,251.13)	40.63%
Intergovernmental								
State Income Tax	3410	381,430.96	261,800.00	1,904,696.42	1,570,800.00	3,141,595.00	(1,236,898.58)	39.37%
Local Use Tax	3420	70,464.12	65,200.00	399,985.28	391,200.00	782,396.00	(382,410.72)	48.87%
Sales Taxes	3430	615,684.93	556,482.50	3,609,035.15	3,338,895.00	6,677,790.00	(3,068,754.85)	45.95%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
General Fund
Revenue
From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Video Gaming Revenue	3432	26,590.93	24,226.25	164,380.43	145,357.50	290,715.00	(126,334.57)	43.45%
CANNABIS USE TAX	3435	0.00	2,850.00	0.00	17,100.00	34,201.00	(34,201.00)	100.00%
Total Intergovernmental		1,094,170.94	910,558.75	6,078,097.28	5,463,352.50	10,926,697.00	(4,848,599.72)	44.37%
Other Revenue								
Interest Income	3510	10,934.76	6,868.25	83,531.73	41,209.50	82,419.00	1,112.73	(1.35)%
Water Share Expense	3520	20,833.34	20,833.33	125,000.04	125,000.02	250,000.00	(124,999.96)	49.99%
Police Report/Prints	3534	135.00	415.00	2,520.00	2,505.00	5,000.00	(2,480.00)	49.60%
Reimbursement-Rear Yard Drain	3541	0.00	0.00	12,945.70	0.00	0.00	12,945.70	0.00%
Grants	3560	584.80	0.00	10,630.83	0.00	0.00	10,630.83	0.00%
Rent/Lease Revenue	3561	22,173.65	25,100.00	159,370.74	150,625.00	301,225.00	(141,854.26)	47.09%
Other Reimbursements	3562	106,425.71	4,175.00	111,680.62	24,950.00	50,000.00	61,680.62	(123.36)%
Residential Concrete Reimb	3563	0.00	0.00	31,126.28	0.00	0.00	31,126.28	0.00%
Mail Box Reimbursement Program	3569	0.00	0.00	1,060.43	0.00	0.00	1,060.43	0.00%
Impact Fee Revenue	3570	(35.00)	0.00	125.00	0.00	0.00	125.00	0.00%
Sales of Wood Chips	3572	160.00	0.00	2,510.00	2,500.00	3,000.00	(490.00)	16.33%
Sale of Equipment	3575	0.00	425.00	16,250.00	2,550.00	5,000.00	11,250.00	(225.00)%
Miscellaneous Revenue	3580	49.05	1,675.00	38,644.57	10,050.00	20,000.00	18,644.57	(93.22)%
Total Other Revenue		161,261.31	59,491.58	595,395.94	359,389.52	716,644.00	(121,248.06)	16.92%
Total Revenue		1,639,517.74	1,269,140.08	11,070,944.68	9,892,184.52	17,801,155.00	(6,730,210.32)	37.81%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Water Fund
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Charges for Services							
Water Sales	3310 1,507,563.28	648,578.00	4,061,696.65	3,891,478.00	7,782,928.00	(3,721,231.35)	47.81%
Inspections/Tap on/Permits	3320 0.00	425.00	8,556.04	2,550.00	5,000.00	3,556.04	(71.12)%
Sale of Meters	3325 0.00	85.00	638.00	510.00	1,000.00	(362.00)	36.20%
Other Water Sales	3390 183.38	85.00	337.93	510.00	1,000.00	(662.07)	66.20%
Total Charges for Services	1,507,746.66	649,173.00	4,071,228.62	3,895,048.00	7,789,928.00	(3,718,699.38)	47.74%
Other Revenue							
Interest Income	3510 12,725.03	3,333.00	78,860.62	20,002.00	40,000.00	38,860.62	(97.15)%
Total Other Revenue	12,725.03	3,333.00	78,860.62	20,002.00	40,000.00	38,860.62	(97.15)%
Total Revenue	1,520,471.69	652,506.00	4,150,089.24	3,915,050.00	7,829,928.00	(3,679,838.76)	47.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Motor Fuel Tax
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Intergovernmental							
MFT Allotment	3440 86,644.85	67,867.25	487,231.91	407,203.50	814,407.00	(327,175.09)	40.17%
Total Intergovernmental	86,644.85	67,867.25	487,231.91	407,203.50	814,407.00	(327,175.09)	40.17%
Other Revenue							
Interest Income	3510 6,139.66	1,833.00	34,767.44	11,002.00	22,000.00	12,767.44	(58.03)%
Total Other Revenue	6,139.66	1,833.00	34,767.44	11,002.00	22,000.00	12,767.44	(58.03)%
Total Revenue	92,784.51	69,700.25	521,999.35	418,205.50	836,407.00	(314,407.65)	37.59%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Stormwater Management Fund
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 162.54	0.00	1,023.82	0.00	0.00	1,023.82	0.00%
Total Other Revenue	<u>162.54</u>	<u>0.00</u>	<u>1,023.82</u>	<u>0.00</u>	<u>0.00</u>	<u>1,023.82</u>	<u>0.00%</u>
Total Revenue	162.54	0.00	1,023.82	0.00	0.00	1,023.82	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Special Service Area Tax Fund
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 0.00	500.00	4,854.51	4,500.00	5,500.00	(645.49)	11.73%
Total Taxes	0.00	500.00	4,854.51	4,500.00	5,500.00	(645.49)	11.74%
Other Revenue							
Interest Income	3510 91.96	8.50	470.29	50.50	100.00	370.29	(370.29)%
Total Other Revenue	91.96	8.50	470.29	50.50	100.00	370.29	(370.29)%
Total Revenue	91.96	508.50	5,324.80	4,550.50	5,600.00	(275.20)	4.91%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
State Drug Forfeiture Fund
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 2.75	0.00	7.73	0.00	0.00	7.73	0.00%
Drug Forfeiture Receipts	3538 <u>2,210.00</u>	<u>0.00</u>	<u>27,001.51</u>	<u>0.00</u>	<u>0.00</u>	<u>27,001.51</u>	<u>0.00%</u>
Total Other Revenue	<u>2,212.75</u>	<u>0.00</u>	<u>27,009.24</u>	<u>0.00</u>	<u>0.00</u>	<u>27,009.24</u>	<u>0.00%</u>
Total Revenue	2,212.75	0.00	27,009.24	0.00	0.00	27,009.24	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Water Depreciation Fund
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 2,058.35	84.00	11,015.47	502.00	1,000.00	10,015.47	(1,001.54)%
Transfer from Water Fund	3610 0.00	0.00	150,000.00	150,000.00	150,000.00	0.00	0.00%
Total Other Revenue	<u>2,058.35</u>	<u>84.00</u>	<u>161,015.47</u>	<u>150,502.00</u>	<u>151,000.00</u>	<u>10,015.47</u>	<u>(6.63)%</u>
Total Revenue	2,058.35	84.00	161,015.47	150,502.00	151,000.00	10,015.47	(6.63)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
FESA - Justice - 1
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 889.73	0.00	4,994.92	0.00	0.00	4,994.92	0.00%
Drug Forfeiture Receipts	3538 0.00	0.00	42,067.75	0.00	0.00	42,067.75	0.00%
Total Other Revenue	<u>889.73</u>	<u>0.00</u>	<u>47,062.67</u>	<u>0.00</u>	<u>0.00</u>	<u>47,062.67</u>	<u>0.00%</u>
Total Revenue	889.73	0.00	47,062.67	0.00	0.00	47,062.67	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
FESA - Treasury - 2
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
Interest Income	3510 62.10	0.00	362.98	0.00	0.00	362.98	0.00%
Total Other Revenue	<u>62.10</u>	<u>0.00</u>	<u>362.98</u>	<u>0.00</u>	<u>0.00</u>	<u>362.98</u>	<u>0.00%</u>
Total Revenue	62.10	0.00	362.98	0.00	0.00	362.98	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
DUI Technology Fund
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Revenue								
License, Permits, Fees								
D.U.I. Technology Fines	3267	929.00	290.00	8,102.35	1,740.00	3,500.00	4,602.35	(131.49)%
Total License, Permits, Fees		929.00	290.00	8,102.35	1,740.00	3,500.00	4,602.35	(131.50)%
Other Revenue								
Interest Income	3510	24.45	0.00	288.08	0.00	0.00	288.08	0.00%
Total Other Revenue		24.45	0.00	288.08	0.00	0.00	288.08	0.00%
Total Revenue		953.45	290.00	8,390.43	1,740.00	3,500.00	4,890.43	(139.73)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
E-Citation Fund
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Other Revenue							
E-Citation Fees	3219 115.81	0.00	1,160.64	0.00	0.00	1,160.64	0.00%
Interest Income	3510 5.04	0.00	75.35	0.00	0.00	75.35	0.00%
Total Other Revenue	<u>120.85</u>	<u>0.00</u>	<u>1,235.99</u>	<u>0.00</u>	<u>0.00</u>	<u>1,235.99</u>	<u>0.00%</u>
Total Revenue	120.85	0.00	1,235.99	0.00	0.00	1,235.99	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Capital Improvement Fund
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Taxes							
Real Estate Taxes - Current	3110 281.25	2,000.00	45,889.24	67,074.00	83,574.00	(37,684.76)	45.09%
Total Taxes	281.25	2,000.00	45,889.24	67,074.00	83,574.00	(37,684.76)	45.09%
Other Revenue							
Interest Income	3510 75,892.84	14,167.00	404,932.08	85,002.00	170,000.00	234,932.08	(138.19)%
Grants	3560 0.00	0.00	57,853.94	500,000.00	500,000.00	(442,146.06)	88.42%
Transfer from Other Funds	3612 0.00	0.00	5,700,000.00	4,700,000.00	4,700,000.00	1,000,000.00	(21.27)%
Total Other Revenue	75,892.84	14,167.00	6,162,786.02	5,285,002.00	5,370,000.00	792,786.02	(14.76)%
Total Revenue	76,174.09	16,167.00	6,208,675.26	5,352,076.00	5,453,574.00	755,101.26	(13.85)%

CITY OF DARIEN
Statement of Revenues and Expenditures - Revenue
Cannabis Funds
Revenue
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Revenue							
Intergovernmental							
CANNABIS USE TAX	3435 2,697.87	0.00	16,447.58	0.00	0.00	16,447.58	0.00%
Total Intergovernmental	2,697.87	0.00	16,447.58	0.00	0.00	16,447.58	0.00%
Other Revenue							
Interest Income	3510 271.04	0.00	2,297.07	0.00	0.00	2,297.07	0.00%
Transfer from Other Funds	3612 0.00	0.00	93,545.31	0.00	0.00	93,545.31	0.00%
Total Other Revenue	271.04	0.00	95,842.38	0.00	0.00	95,842.38	0.00%
Total Revenue	2,968.91	0.00	112,289.96	0.00	0.00	112,289.96	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	28,835.38	33,185.50	179,692.88	199,113.00	398,226.00	218,533.12	54.87%
Overtime	4030	139.62	0.00	919.92	0.00	0.00	(919.92)	0.00%
Total Salaries		<u>28,975.00</u>	<u>33,185.50</u>	<u>180,612.80</u>	<u>199,113.00</u>	<u>398,226.00</u>	<u>217,613.20</u>	<u>54.65%</u>
Benefits								
Social Security	4110	1,698.87	2,057.50	11,482.65	12,345.00	24,690.00	13,207.35	53.49%
Medicare	4111	397.31	481.00	2,685.38	2,888.00	5,774.00	3,088.62	53.49%
I.M.R.F.	4115	2,031.15	2,326.00	13,449.60	13,956.00	27,916.00	14,466.40	51.82%
Medical/Life Insurance	4120	6,205.25	5,661.00	37,235.94	33,966.00	67,937.00	30,701.06	45.19%
Supplemental Pensions	4135	369.20	400.00	2,399.80	2,400.00	4,800.00	2,400.20	50.00%
Total Benefits		<u>10,701.78</u>	<u>10,925.50</u>	<u>67,253.37</u>	<u>65,555.00</u>	<u>131,117.00</u>	<u>63,863.63</u>	<u>48.71%</u>
Materials and Supplies								
Dues and Subscriptions	4213	0.00	42.00	1,258.55	328.00	1,615.00	356.45	22.07%
Liability Insurance	4219	338.62	2,510.00	2,647.38	14,960.00	263,806.00	261,158.62	98.99%
Legal Notices	4221	1,014.25	185.00	1,382.75	1,110.00	2,200.00	817.25	37.14%
Maintenance - Equipment	4225	118.00	147.50	1,020.99	885.00	9,850.00	8,829.01	89.63%
Maintenance - Vehicles	4229	2,537.30	0.00	5,546.42	1,000.00	1,000.00	(4,546.42)	(454.64)%
Postage/Mailings	4233	0.00	279.00	1,170.60	1,676.00	3,350.00	2,179.40	65.05%
Printing and Forms	4235	0.00	375.00	906.50	2,250.00	4,500.00	3,593.50	79.85%
Public Relations	4239	3,625.25	3,050.00	43,672.45	57,300.00	95,700.00	52,027.55	54.36%
Rent - Equipment	4243	375.00	210.00	750.00	1,260.00	2,500.00	1,750.00	70.00%
Supplies - Office	4253	1,400.73	675.00	3,373.58	4,050.00	8,000.00	4,626.42	57.83%
Supplies - Other	4257	0.00	50.00	0.00	300.00	500.00	500.00	100.00%
Training and Education	4263	0.00	125.00	57.30	750.00	1,500.00	1,442.70	96.18%
Travel/Meetings	4265	0.00	46.00	49.92	274.00	550.00	500.08	90.92%
Telephone	4267	2,174.77	3,305.00	11,903.69	22,270.00	42,000.00	30,096.31	71.65%
Utilities (Elec,Gas,Wtr,Sewer)	4271	248.75	375.00	248.75	2,250.00	4,500.00	4,251.25	94.47%
Vehicle (Gas and Oil)	4273	0.00	75.00	624.32	450.00	900.00	275.68	30.63%
Total Materials and Supplies		<u>11,832.67</u>	<u>11,449.50</u>	<u>74,613.20</u>	<u>111,113.00</u>	<u>442,471.00</u>	<u>367,857.80</u>	<u>83.14%</u>
Contractual								
Audit	4320	0.00	0.00	18,500.00	18,500.00	18,500.00	0.00	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Administration
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Consulting/Professional	4325 25,621.93	34,494.00	165,113.85	216,929.00	425,253.00	260,139.15	61.17%
Contingency	4330 0.00	825.00	300.00	5,050.00	10,000.00	9,700.00	97.00%
Janitorial Service	4345 1,793.00	1,930.00	8,665.00	11,590.00	23,150.00	14,485.00	62.57%
Total Contractual	27,414.93	37,249.00	192,578.85	252,069.00	476,903.00	284,324.15	59.62%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	5,793,545.31	0.00	0.00	(5,793,545.31)	0.00%
Total Other Charges	0.00	0.00	5,793,545.31	0.00	0.00	(5,793,545.31)	0.00%
Capital Outlay							
Equipment	4815 0.00	425.00	4,261.75	2,550.00	5,000.00	738.25	14.76%
Total Capital Outlay	0.00	425.00	4,261.75	2,550.00	5,000.00	738.25	14.77%
Total Expenditures	78,924.38	93,234.50	6,312,865.28	630,400.00	1,453,717.00	(4,859,148.28)	(334.26)%
Total	(78,924.38)	(93,234.50)	(6,312,865.28)	(630,400.00)	(1,453,717.00)	4,859,148.28	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
City Council
From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	3,562.50	3,562.50	21,375.00	21,375.00	42,750.00	21,375.00	50.00%
Total Salaries		<u>3,562.50</u>	<u>3,562.50</u>	<u>21,375.00</u>	<u>21,375.00</u>	<u>42,750.00</u>	<u>21,375.00</u>	<u>50.00%</u>
Benefits								
Social Security	4110	220.87	221.00	1,325.25	1,326.00	2,651.00	1,325.75	50.00%
Medicare	4111	51.67	52.00	310.02	312.00	620.00	309.98	49.99%
Total Benefits		<u>272.54</u>	<u>273.00</u>	<u>1,635.27</u>	<u>1,638.00</u>	<u>3,271.00</u>	<u>1,635.73</u>	<u>50.01%</u>
Materials and Supplies								
Boards and Commissions	4205	28.25	85.00	141.25	510.00	1,500.00	1,358.75	90.58%
Cable Operations	4206	300.00	500.00	1,585.00	3,000.00	6,000.00	4,415.00	73.58%
Dues and Subscriptions	4213	0.00	325.00	15,194.17	22,650.00	26,450.00	11,255.83	42.55%
Public Relations	4239	0.00	108.00	466.83	652.00	1,300.00	833.17	64.09%
Training and Education	4263	0.00	290.00	0.00	1,760.00	3,500.00	3,500.00	100.00%
Travel/Meetings	4265	0.00	0.00	0.00	50.00	50.00	50.00	100.00%
Total Materials and Supplies		<u>328.25</u>	<u>1,308.00</u>	<u>17,387.25</u>	<u>28,622.00</u>	<u>38,800.00</u>	<u>21,412.75</u>	<u>55.19%</u>
Contractual								
Consulting/Professional	4325	0.00	250.00	503.65	1,500.00	3,000.00	2,496.35	83.21%
Trolley Contracts	4366	0.00	300.00	0.00	300.00	600.00	600.00	100.00%
Total Contractual		<u>0.00</u>	<u>550.00</u>	<u>503.65</u>	<u>1,800.00</u>	<u>3,600.00</u>	<u>3,096.35</u>	<u>86.01%</u>
Total Expenditures		<u>4,163.29</u>	<u>5,693.50</u>	<u>40,901.17</u>	<u>53,435.00</u>	<u>88,421.00</u>	<u>47,519.83</u>	<u>53.74%</u>
Total		(4,163.29)	(5,693.50)	(40,901.17)	(53,435.00)	(88,421.00)	(47,519.83)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Community Development
From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	29,562.73	32,480.00	173,737.87	194,900.00	389,780.00	216,042.13	55.42%
Overtime	4030	0.00	85.00	0.00	510.00	1,000.00	1,000.00	100.00%
Total Salaries		<u>29,562.73</u>	<u>32,565.00</u>	<u>173,737.87</u>	<u>195,410.00</u>	<u>390,780.00</u>	<u>217,042.13</u>	<u>55.54%</u>
Benefits								
Social Security	4110	1,783.43	1,925.75	11,333.49	11,554.50	23,109.00	11,775.51	50.95%
Medicare	4111	417.10	472.00	2,650.62	2,834.00	5,666.00	3,015.38	53.21%
I.M.R.F.	4115	868.14	1,044.00	5,639.68	6,265.00	12,529.00	6,889.32	54.98%
Medical/Life Insurance	4120	2,830.72	2,972.25	16,984.32	17,833.50	35,667.00	18,682.68	52.38%
Supplemental Pensions	4135	184.60	200.00	1,199.90	1,200.00	2,400.00	1,200.10	50.00%
Total Benefits		<u>6,083.99</u>	<u>6,614.00</u>	<u>37,808.01</u>	<u>39,687.00</u>	<u>79,371.00</u>	<u>41,562.99</u>	<u>52.37%</u>
Materials and Supplies								
Boards and Commissions	4205	0.00	600.00	0.00	600.00	1,200.00	1,200.00	100.00%
Dues and Subscriptions	4213	0.00	0.00	0.00	2,500.00	2,500.00	2,500.00	100.00%
Liability Insurance	4219	2,090.00	1,915.00	5,060.00	11,510.00	23,000.00	17,940.00	78.00%
Maintenance - Vehicles	4229	0.00	0.00	0.00	500.00	500.00	500.00	100.00%
Postage/Mailings	4233	0.00	55.00	40.20	330.00	650.00	609.80	93.81%
Printing and Forms	4235	0.00	45.00	814.00	295.00	565.00	(249.00)	(44.07)%
Economic Development	4240	0.00	0.00	368,200.00	393,000.00	428,000.00	59,800.00	13.97%
Supplies - Office	4253	0.00	50.00	0.00	300.00	600.00	600.00	100.00%
Training and Education	4263	0.00	0.00	0.00	500.00	500.00	500.00	100.00%
Travel/Meetings	4265	0.00	0.00	0.00	200.00	200.00	200.00	100.00%
Vehicle (Gas and Oil)	4273	0.00	100.00	716.17	600.00	1,200.00	483.83	40.31%
Total Materials and Supplies		<u>2,090.00</u>	<u>2,765.00</u>	<u>374,830.37</u>	<u>410,335.00</u>	<u>458,915.00</u>	<u>84,084.63</u>	<u>18.32%</u>
Contractual								
Consulting/Professional	4325	5,204.00	6,437.00	70,877.70	94,122.00	134,600.00	63,722.30	47.34%
ConsIt/Prof Reimbursable	4328	6,844.02	5,917.00	27,535.25	36,502.00	68,000.00	40,464.75	59.50%
Total Contractual		<u>12,048.02</u>	<u>12,354.00</u>	<u>98,412.95</u>	<u>130,624.00</u>	<u>202,600.00</u>	<u>104,187.05</u>	<u>51.42%</u>
Total Expenditures		<u>49,784.74</u>	<u>54,298.00</u>	<u>684,789.20</u>	<u>776,056.00</u>	<u>1,131,666.00</u>	<u>446,876.80</u>	<u>39.49%</u>
Total		(49,784.74)	(54,298.00)	(684,789.20)	(776,056.00)	(1,131,666.00)	(446,876.80)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	52,196.87	68,177.00	315,407.68	409,062.00	818,125.00	502,717.32	61.44%
Overtime	4030	5,911.52	8,335.00	37,880.07	50,010.00	100,000.00	62,119.93	62.11%
Total Salaries		58,108.39	76,512.00	353,287.75	459,072.00	918,125.00	564,837.25	61.52%
Benefits								
Social Security	4110	3,395.94	4,759.00	22,982.42	28,556.00	57,110.00	34,127.58	59.75%
Medicare	4111	794.22	1,113.00	5,410.40	6,678.00	13,356.00	7,945.60	59.49%
I.M.R.F.	4115	3,142.39	5,090.00	21,580.81	30,540.00	61,066.00	39,485.19	64.65%
Medical/Life Insurance	4120	9,812.82	12,856.00	73,504.02	77,138.00	154,274.00	80,769.98	52.35%
Supplemental Pensions	4135	184.60	200.00	1,199.90	1,200.00	2,400.00	1,200.10	50.00%
Total Benefits		17,329.97	24,018.00	124,677.55	144,112.00	288,206.00	163,528.45	56.74%
Materials and Supplies								
Liability Insurance	4219	4,318.76	1,595.00	10,784.02	17,070.00	26,625.00	15,840.98	59.49%
Maintenance - Building	4223	4,629.80	4,060.00	296,194.65	218,940.00	253,502.00	(42,692.65)	(16.84)%
Maintenance - Equipment	4225	756.61	3,250.00	9,581.73	21,000.00	40,500.00	30,918.27	76.34%
Maintenance - Vehicles	4229	2,805.19	10,835.00	33,231.56	65,010.00	130,000.00	96,768.44	74.43%
Postage/Mailings	4233	0.00	62.50	160.80	375.00	750.00	589.20	78.56%
Rent - Equipment	4243	1,748.00	1,725.00	21,234.00	37,350.00	47,700.00	26,466.00	55.48%
Supplies - Office	4253	77.98	284.00	1,470.34	1,704.00	3,403.00	1,932.66	56.79%
Supplies - Other	4257	3,682.81	22,200.00	41,123.65	124,806.00	267,165.00	226,041.35	84.60%
Small Tools & Equipment	4259	111.99	555.00	2,466.85	9,330.00	12,650.00	10,183.15	80.49%
Training and Education	4263	0.00	804.00	590.00	27,576.00	32,400.00	31,810.00	98.17%
Uniforms	4269	0.00	0.00	1,285.05	10,346.00	10,346.00	9,060.95	87.57%
Utilities (Elec,Gas,Wtr,Sewer)	4271	3,368.96	2,200.00	9,532.47	13,220.00	26,400.00	16,867.53	63.89%
Vehicle (Gas and Oil)	4273	0.00	8,066.00	22,612.54	48,396.00	96,790.00	74,177.46	76.63%
Total Materials and Supplies		21,500.10	55,636.50	450,267.66	595,123.00	948,231.00	497,963.34	52.51%
Contractual								
Consulting/Professional	4325	834.00	895.00	11,895.49	5,380.00	10,750.00	(1,145.49)	(10.65)%
Janitorial Service	4345	222.70	167.00	1,686.55	1,002.00	2,000.00	313.45	15.67%
Forestry	4350	7,553.21	34,371.50	196,388.04	355,847.00	355,847.00	159,458.96	44.81%
Street Light Oper & Maint.	4359	2,142.30	8,500.00	22,114.28	51,000.00	93,000.00	70,885.72	76.22%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Public Works, Streets
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Mosquito Abatement	4365 0.00	0.00	39,900.00	42,500.00	42,500.00	2,600.00	6.11%
Street Sweeping	4373 4,523.76	16,964.00	9,487.33	45,756.00	45,756.00	36,268.67	79.26%
Drainage Projects	4374 11,718.50	0.00	90,453.40	268,840.00	268,840.00	178,386.60	66.35%
Tree Trim/Removal	4375 0.00	35,263.00	19,947.50	211,578.00	211,578.00	191,630.50	90.57%
Total Contractual	26,994.47	96,160.50	391,872.59	981,903.00	1,030,271.00	638,398.41	61.96%
Capital Outlay							
Residential Concrete Program	4381 0.00	0.00	31,126.28	0.00	0.00	(31,126.28)	0.00%
Capital Improvements	4810 9,240.00	0.00	27,789.00	0.00	0.00	(27,789.00)	0.00%
Equipment	4815 0.00	0.00	417,851.50	1,412,850.00	1,412,850.00	994,998.50	70.42%
Total Capital Outlay	9,240.00	0.00	476,766.78	1,412,850.00	1,412,850.00	936,083.22	66.25%
Total Expenditures	133,172.93	252,327.00	1,796,872.33	3,593,060.00	4,597,683.00	2,800,810.67	60.92%
Total	(133,172.93)	(252,327.00)	(1,796,872.33)	(3,593,060.00)	(4,597,683.00)	(2,800,810.67)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	48,639.49	42,900.25	231,979.10	257,401.50	514,803.00	282,823.90	54.93%
Salaries - Officers	4020	298,678.73	361,846.00	1,823,079.20	2,171,078.00	4,342,154.00	2,519,074.80	58.01%
Overtime	4030	35,407.27	41,592.00	171,704.73	249,552.00	499,103.00	327,398.27	65.59%
Total Salaries		382,725.49	446,338.25	2,226,763.03	2,678,031.50	5,356,060.00	3,129,296.97	58.43%
Benefits								
Social Security	4110	2,917.95	2,660.00	15,297.93	15,960.00	31,918.00	16,620.07	52.07%
Medicare	4111	5,385.93	6,472.00	34,404.15	38,832.00	77,663.00	43,258.85	55.70%
I.M.R.F.	4115	3,287.83	2,861.00	16,857.98	17,166.00	34,327.00	17,469.02	50.89%
Medical/Life Insurance	4120	36,196.55	43,550.00	220,050.19	261,300.00	522,586.00	302,535.81	57.89%
SERVICE PENSION	4130	14,341.10	60,000.00	2,340,047.53	1,831,164.00	2,406,164.00	66,116.47	2.74%
Supplemental Pensions	4135	3,322.80	3,800.00	21,598.20	22,800.00	45,600.00	24,001.80	52.63%
Total Benefits		65,452.16	119,343.00	2,648,255.98	2,187,222.00	3,118,258.00	470,002.02	15.07%
Materials and Supplies								
Animal Control	4201	2,675.46	100.00	3,080.46	600.00	1,200.00	(1,880.46)	(156.70)%
Auxiliary Police	4203	0.00	167.00	0.00	1,006.00	2,000.00	2,000.00	100.00%
Boards and Commissions	4205	1,581.87	854.00	9,019.34	26,128.00	31,250.00	22,230.66	71.13%
Dues and Subscriptions	4213	380.00	246.00	525.00	1,478.00	2,950.00	2,425.00	82.20%
Investigation and Equipment	4217	1,238.91	5,116.50	32,149.21	33,809.00	65,980.00	33,830.79	51.27%
Liability Insurance	4219	4,172.18	9,333.00	10,791.58	97,506.00	143,000.00	132,208.42	92.45%
Maintenance - Equipment	4225	4,960.61	1,885.00	22,336.44	13,884.00	30,800.00	8,463.56	27.47%
Maintenance - Vehicles	4229	2,228.32	2,727.00	19,347.55	24,187.00	65,625.00	46,277.45	70.51%
Postage/Mailings	4233	0.00	290.00	648.40	1,760.00	3,500.00	2,851.60	81.47%
Printing and Forms	4235	0.00	125.00	0.00	750.00	1,500.00	1,500.00	100.00%
Public Relations	4239	0.00	292.00	841.80	1,752.00	3,500.00	2,658.20	75.94%
Rent - Equipment	4243	100.00	483.00	400.00	2,902.00	5,800.00	5,400.00	93.10%
Supplies - Office	4253	17.50	585.00	1,944.21	3,510.00	7,000.00	5,055.79	72.22%
Training and Education	4263	1,462.50	3,775.00	13,209.00	22,650.00	45,300.00	32,091.00	70.84%
Travel/Meetings	4265	0.00	1,796.00	1,946.11	10,798.00	21,550.00	19,603.89	90.96%
Telephone	4267	761.70	1,384.00	5,746.31	8,304.00	16,600.00	10,853.69	65.38%
Uniforms	4269	165.00	0.00	35,034.66	44,200.00	50,300.00	15,265.34	30.34%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
General Fund
Police Department
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Utilities (Elec, Gas, Wtr, Sewer)	4271	960.83	1,167.00	3,615.80	7,002.00	14,000.00	10,384.20	74.17%
Vehicle (Gas and Oil)	4273	205.56	7,500.00	37,113.99	45,000.00	90,000.00	52,886.01	58.76%
Total Materials and Supplies		20,910.44	37,825.50	197,749.86	347,226.00	601,855.00	404,105.14	67.14%
Contractual								
Consulting/Professional	4325	0.00	1,625.00	232,745.22	259,650.00	551,950.00	319,204.78	57.83%
Dumeg/Fiat/Child Center	4337	0.00	0.00	27,680.00	27,700.00	27,700.00	20.00	0.07%
Total Contractual		0.00	1,625.00	260,425.22	287,350.00	579,650.00	319,224.78	55.07%
Capital Outlay								
Equipment	4815	0.00	1,667.00	0.00	430,002.00	440,000.00	440,000.00	100.00%
Total Capital Outlay		0.00	1,667.00	0.00	430,002.00	440,000.00	440,000.00	100.00%
Total Expenditures		469,088.09	606,798.75	5,333,194.09	5,929,831.50	10,095,823.00	4,762,628.91	47.17%
Total		(469,088.09)	(606,798.75)	(5,333,194.09)	(5,929,831.50)	...,095,823.00)	(4,762,628.91)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	44,131.68	55,593.00	289,077.37	333,568.00	667,108.00	378,030.63	56.66%
Overtime	4030	13,186.29	7,500.00	83,654.30	45,000.00	90,000.00	6,345.70	7.05%
Total Salaries		<u>57,317.97</u>	<u>63,093.00</u>	<u>372,731.67</u>	<u>378,568.00</u>	<u>757,108.00</u>	<u>384,376.33</u>	<u>50.77%</u>
Benefits								
Social Security	4110	3,387.59	3,911.75	23,348.62	23,470.50	46,941.00	23,592.38	50.25%
Medicare	4111	792.27	915.00	5,425.26	5,490.00	10,978.00	5,552.74	50.58%
I.M.R.F.	4115	4,463.16	4,422.75	29,632.05	26,536.50	53,073.00	23,440.95	44.16%
Medical/Life Insurance	4120	8,520.23	9,456.00	55,792.48	56,722.00	113,453.00	57,660.52	50.82%
Supplemental Pensions	4135	184.60	200.00	1,199.90	1,200.00	2,400.00	1,200.10	50.00%
Total Benefits		<u>17,347.85</u>	<u>18,905.50</u>	<u>115,398.31</u>	<u>113,419.00</u>	<u>226,845.00</u>	<u>111,446.69</u>	<u>49.13%</u>
Materials and Supplies								
Liability Insurance	4219	1,175.26	1,486.00	5,982.55	16,444.00	209,945.00	203,962.45	97.15%
Maintenance - Building	4223	232.59	1,136.00	4,584.04	22,836.00	29,646.00	25,061.96	84.53%
Maintenance - Equipment	4225	0.00	900.00	3,016.43	6,900.00	12,300.00	9,283.57	75.47%
Maintenance - Vehicles	4229	141.88	571.00	12,880.45	3,426.00	6,850.00	(6,030.45)	(88.03)%
Maintenance - Water System	4231	64,865.26	16,760.00	219,077.06	215,565.00	309,625.00	90,547.94	29.24%
Postage/Mailings	4233	0.00	133.00	0.00	802.00	1,600.00	1,600.00	100.00%
Quality Control	4241	964.28	0.00	4,131.56	10,850.00	10,850.00	6,718.44	61.92%
Rent - Equipment	4243	0.00	0.00	0.00	40,500.00	40,500.00	40,500.00	100.00%
Service Charge	4251	20,833.34	20,833.00	125,000.04	125,002.00	250,000.00	124,999.96	49.99%
Supplies - Office	4253	0.00	135.00	1,500.47	810.00	1,600.00	99.53	6.22%
Supplies - Operation	4255	0.00	335.00	3,253.33	2,010.00	4,000.00	746.67	18.66%
Training and Education	4263	0.00	305.00	2,045.00	19,330.00	21,150.00	19,105.00	90.33%
Telephone	4267	1,335.49	1,137.50	5,000.23	10,341.00	17,166.00	12,165.77	70.87%
Uniforms	4269	307.98	0.00	2,517.46	5,600.00	5,600.00	3,082.54	55.04%
Utilities (Elec,Gas,Wtr,Sewer)	4271	4,057.09	3,500.00	19,125.29	21,000.00	42,000.00	22,874.71	54.46%
Vehicle (Gas and Oil)	4273	0.00	2,005.00	9,462.19	12,030.00	24,055.00	14,592.81	60.66%
Total Materials and Supplies		<u>93,913.17</u>	<u>49,236.50</u>	<u>417,576.10</u>	<u>513,446.00</u>	<u>986,887.00</u>	<u>569,310.90</u>	<u>57.69%</u>
Contractual								
Audit	4320	0.00	0.00	6,250.00	3,313.00	13,313.00	7,063.00	53.05%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Fund
Public Works, Water
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Consulting/Professional	4325 0.00	1,246.00	604.33	7,476.00	14,950.00	14,345.67	95.95%
Leak Detection	4326 0.00	1,650.00	0.00	9,900.00	19,800.00	19,800.00	100.00%
Data Processing	4336 0.00	0.00	53,451.25	85,419.00	170,837.00	117,385.75	68.71%
DuPage Water Commission	4340 404,287.73	417,325.00	2,255,763.51	2,503,972.00	5,007,922.00	2,752,158.49	54.95%
Janitorial Service	4345 1,073.71	685.00	3,313.20	4,140.00	8,250.00	4,936.80	59.84%
Forestry	4350 0.00	0.00	1,289.00	657.00	657.00	(632.00)	(96.19)%
Total Contractual	405,361.44	420,906.00	2,320,671.29	2,614,877.00	5,235,729.00	2,915,057.71	55.68%
Other Charges							
Transfer to Other Funds	4605 0.00	0.00	150,000.00	0.00	0.00	(150,000.00)	0.00%
Total Other Charges	0.00	0.00	150,000.00	0.00	0.00	(150,000.00)	0.00%
Capital Outlay							
Equipment	4815 36.01	0.00	168,850.24	608,550.00	613,550.00	444,699.76	72.47%
Water Meter Purchases	4880 0.00	0.00	642.10	5,000.00	5,000.00	4,357.90	87.15%
Total Capital Outlay	36.01	0.00	169,492.34	613,550.00	618,550.00	449,057.66	72.60%
Debt Service							
Debt Retire-Water Refunding	4950 0.00	305,750.00	51,853.00	305,750.00	693,900.00	642,047.00	92.52%
Total Debt Service	0.00	305,750.00	51,853.00	305,750.00	693,900.00	642,047.00	92.53%
Total Expenditures	573,976.44	857,891.00	3,597,722.71	4,539,610.00	8,519,019.00	4,921,296.29	57.77%
Total	(573,976.44)	(857,891.00)	(3,597,722.71)	(4,539,610.00)	(8,519,019.00)	(4,921,296.29)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Motor Fuel Tax
MFT Expenses
From 10/1/2023 Through 10/31/2023

		Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures								
Salaries								
Salaries	4010	23,428.45	15,000.00	195,156.61	76,500.00	200,000.00	4,843.39	2.42%
Overtime	4030	930.18	4,807.00	8,065.58	24,807.00	67,807.00	59,741.42	88.10%
Total Salaries		<u>24,358.63</u>	<u>19,807.00</u>	<u>203,222.19</u>	<u>101,307.00</u>	<u>267,807.00</u>	<u>64,584.81</u>	<u>24.12%</u>
Benefits								
Social Security	4110	1,510.23	900.00	12,599.77	6,300.00	16,013.00	3,413.23	21.31%
Medicare	4111	353.20	200.00	2,946.73	1,470.00	3,745.00	798.27	21.31%
I.M.R.F.	4115	1,707.54	1,000.00	10,273.51	7,200.00	18,105.00	7,831.49	43.25%
Total Benefits		<u>3,570.97</u>	<u>2,100.00</u>	<u>25,820.01</u>	<u>14,970.00</u>	<u>37,863.00</u>	<u>12,042.99</u>	<u>31.81%</u>
Materials and Supplies								
Road Material	4245	916.64	42,930.00	142,330.51	257,580.00	262,580.00	120,249.49	45.79%
Salt	4249	0.00	0.00	58,807.00	0.00	265,950.00	207,143.00	77.88%
Supplies - Other	4257	0.00	1,542.00	2,479.55	9,252.00	18,500.00	16,020.45	86.59%
Pavement Striping	4261	0.00	1,667.00	14,900.90	10,002.00	20,000.00	5,099.10	25.49%
Total Materials and Supplies		<u>916.64</u>	<u>46,139.00</u>	<u>218,517.96</u>	<u>276,834.00</u>	<u>567,030.00</u>	<u>348,512.04</u>	<u>61.46%</u>
Contractual								
Tree Trim/Removal	4375	0.00	1,500.00	0.00	9,000.00	18,000.00	18,000.00	100.00%
Total Contractual		<u>0.00</u>	<u>1,500.00</u>	<u>0.00</u>	<u>9,000.00</u>	<u>18,000.00</u>	<u>18,000.00</u>	<u>100.00%</u>
Capital Outlay								
Street Lights	4840	1,481.75	1,667.00	6,511.06	10,002.00	20,000.00	13,488.94	67.44%
Total Capital Outlay		<u>1,481.75</u>	<u>1,667.00</u>	<u>6,511.06</u>	<u>10,002.00</u>	<u>20,000.00</u>	<u>13,488.94</u>	<u>67.44%</u>
Total Expenditures		<u>30,327.99</u>	<u>71,213.00</u>	<u>454,071.22</u>	<u>412,113.00</u>	<u>910,700.00</u>	<u>456,628.78</u>	<u>50.14%</u>
Total		(30,327.99)	(71,213.00)	(454,071.22)	(412,113.00)	(910,700.00)	(456,628.78)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Stormwater Management Fund
Native Plantings
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Stormwater Management Special	4379	0.00	13,400.00	0.00	0.00	(13,400.00)	0.00%
Total Contractual	0.00	0.00	13,400.00	0.00	0.00	(13,400.00)	0.00%
Total Expenditures	0.00	0.00	13,400.00	0.00	0.00	(13,400.00)	0.00%
Total	0.00	0.00	(13,400.00)	0.00	0.00	13,400.00	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Special Service Area Tax Fund
SSA Expenditures
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Expenditures								
Materials and Supplies								
Maintenance - Equipment	4225	0.00	125.00	0.00	750.00	1,500.00	100.00%	
Total Materials and Supplies	0.00	125.00	0.00	750.00	1,500.00	1,500.00	100.00%	
Contractual								
Consulting/Professional	4325	0.00	458.00	1,883.25	2,752.00	5,500.00	3,616.75	65.75%
Contingency	4330	0.00	167.00	0.00	1,002.00	2,000.00	2,000.00	100.00%
Total Contractual	0.00	625.00	1,883.25	3,754.00	7,500.00	5,616.75	74.89%	
Total Expenditures	0.00	750.00	1,883.25	4,504.00	9,000.00	7,116.75	79.07%	
Total	0.00	(750.00)	(1,883.25)	(4,504.00)	(9,000.00)	(7,116.75)	0.00%	

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
State Drug Forfeiture Fund
Drug Forfeiture Expenditures
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining	
Expenditures								
Materials and Supplies								
Investigation and Equipment	4217	0.00	0.00	31.50	0.00	0.00	(31.50)	0.00%
Total Materials and Supplies	0.00	0.00	31.50	0.00	0.00	(31.50)	0.00%	
Total Expenditures	0.00	0.00	31.50	0.00	0.00	(31.50)	0.00%	
Total	0.00	0.00	(31.50)	0.00	0.00	31.50	0.00%	

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Water Depreciation Fund
Depreciation Expenses
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Capital Outlay							
Capital Improv-Infrastructure	4390	0.00	5,934.00	0.00	0.00	(5,934.00)	0.00%
Equipment	4815	0.00	0.00	50,000.00	50,000.00	50,000.00	100.00%
Total Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>5,934.00</u>	<u>50,000.00</u>	<u>50,000.00</u>	<u>44,066.00</u>	<u>88.13%</u>
Total Expenditures	<u>0.00</u>	<u>0.00</u>	<u>5,934.00</u>	<u>50,000.00</u>	<u>50,000.00</u>	<u>44,066.00</u>	<u>88.13%</u>
Total	0.00	0.00	(5,934.00)	(50,000.00)	(50,000.00)	(44,066.00)	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
FESA - Justice - 1
Drug Forfeiture Expenditures
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Materials and Supplies							
Dues and Subscriptions	4213	0.00	14,867.73	0.00	0.00	(14,867.73)	0.00%
Total Materials and Supplies	0.00	0.00	14,867.73	0.00	0.00	(14,867.73)	0.00%
Total Expenditures	0.00	0.00	14,867.73	0.00	0.00	(14,867.73)	0.00%
Total	0.00	0.00	(14,867.73)	0.00	0.00	14,867.73	0.00%

CITY OF DARIEN
Statement of Revenues and Expenditures - Expenditures
Capital Improvement Fund
Capital Fund Expenditures
From 10/1/2023 Through 10/31/2023

	Current Period Actual	Current Period Budget	Current Year Actual	YTD Budget - Original	Total Budget	Total Budget Variance	Percent Total Budget Remaining
Expenditures							
Contractual							
Consulting/Professional	4325 4,561.00	0.00	4,561.00	51,500.00	51,500.00	46,939.00	91.14%
Total Contractual	4,561.00	0.00	4,561.00	51,500.00	51,500.00	46,939.00	91.14%
Capital Outlay							
Ditch Projects	4376 30,400.00	0.00	113,195.09	810,000.00	810,000.00	696,804.91	86.02%
Sidewalk Replacement Program	4380 62,654.52	204,575.00	835,975.98	1,307,450.00	1,307,450.00	471,474.02	36.06%
Curb & Gutter Replacement Prog	4383 0.00	129,940.00	709,304.80	779,640.00	779,640.00	70,335.20	9.02%
Capital Improv-Infrastructure	4390 31,494.17	55,000.00	128,654.47	505,000.00	505,000.00	376,345.53	74.52%
Street Reconstruction/Rehab	4855 0.00	0.00	1,220,987.94	2,023,000.00	2,023,000.00	802,012.06	39.64%
Total Capital Outlay	124,548.69	389,515.00	3,008,118.28	5,425,090.00	5,425,090.00	2,416,971.72	44.55%
Debt Service							
Debt Retire - Property	4945 0.00	1,000.00	1,210.00	2,210.00	113,420.00	112,210.00	98.93%
Total Debt Service	0.00	1,000.00	1,210.00	2,210.00	113,420.00	112,210.00	98.93%
Total Expenditures	129,109.69	390,515.00	3,013,889.28	5,478,800.00	5,590,010.00	2,576,120.72	46.08%
Total	(129,109.69)	(390,515.00)	(3,013,889.28)	(5,478,800.00)	(5,590,010.00)	(2,576,120.72)	0.00%

CITY OF DARIEN -- CASH RESERVES
October 31, 2023

FUND	FUND NAME	TOTAL
01	General Fund	\$ 3,124,958.07
02	Water Fund	\$ 3,851,239.19
03	MFT Fund	\$ 1,463,838.61
05	Impact Fees Fund	\$ -
07	Stormwater Management Fund	\$ 43,653.16
10	Special Service Area Tax Fund	\$ 24,697.95
11	State Drug Forfeiture Fund	\$ 33,590.84
12	Water Depreciation Fund	\$ 552,844.57
17	Federal Equitable Sharing Acct	\$ 279,252.63
18	Seized Asset Funds	\$ -
19	DOT - Federal Equitable Sharing	\$ 19,491.80
23	DUI Technology Fund	\$ 59,940.45
24	E-Citation Fund	\$ 12,269.40
25	Capital Improvement Fund	\$ 17,205,268.59
26	Cannabis Fund	\$ 112,289.96
	TOTAL	\$ 26,783,335.22

Prior Month Cash Balance

\$ 25,050,036.06

Bank Accounts and Interest Rates	Account Balances
Republic Bank Drug Forfeiture Account - 0.10% *	\$ 33,590.84
Republic Bank Federal Federal Sharing Acct - 3.82% *	\$ 298,744.43
Republic Bank Now Account - 3.82% *	\$ 3,512,264.02
Republic Bank Operating Account	\$ 148,080.90
Republic Bank Payroll Account - Zero Balance Acct	\$ 177,820.74
Illinois Funds Money Market Account - 5.532%	\$ 13,401,011.50
IMET Investment Fund 4.87%	\$ 5,058,230.96
Cash on hand - PD - 1052	\$ 34.35
Petty Cash - CH - 1050	\$ 326.22
Republic Bank 24 Month CD *2473 - 5.02% - Maturity 11/07/2024	\$ 4,153,231.26
	TOTAL
	\$ 26,783,335.22

Market Value

Letter of Credit # 258991 - 7/3/2023 - 10/2/2023 @ 4:30

\$ 12,000,000

Letter of Credit # 258991 - 10/02/2023 - 1/02/2024 @ 4:30

\$ 12,000,000

* Republic Bank interest rate is Annual Percentage Rate

AGENDA MEMO
City Council
Meeting Date: November 20, 2023

Issue Statement

AN **ORDINANCE** LEVYING TAXES FOR GENERAL AND SPECIAL CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2023, AND ENDING ON THE THIRTIETH DAY OF APRIL, 2024, FOR THE CITY OF DARIEN, ILLINOIS

AN **ORDINANCE** FOR THE LEVY AND ASSESSMENT OF TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2023 AND ENDING ON THE THIRTIETH DAY OF APRIL, 2024, IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE KNOWN AS TARA HILL

Background/History

The process for setting a tax levy is to determine how much revenue to collect from the property tax, and request that the County levy a tax to generate that amount of money. The first approval required is the tax levy determination, which takes place prior to the approval of the tax levy ordinance. Not less than 20 days prior to the adoption of the aggregate levy, the Council shall determine the amounts of money to be levied. There are also special requirements if the aggregate amount of the Corporate and Special Purpose levy is more than 105% or of the preceding year's extension and abatements.

Unfortunately, we are still subject to a timing constraint that requires us to make our initial request by the end of December, a few months before we are far enough into the budget process to make a final judgment on what we will need. In previous years the City has approached the process with an underlying assumption that the Council will not increase property taxes for the combined general corporate purpose (general fund) and special corporate levy (police pension fund).

At the same time, the Council can approve additional abatements up to the end of March. This gives the Council the ability to request a "ceiling" amount, while allowing us to review the budget early next year and consider abatements to the original request.

The attached ordinance requests a general corporate purpose (general fund=\$zero) and special corporate levy (police pension fund=\$2,506,638) for a total of \$2,506,638 which represents a 0.00% increase over this year's extension. The police pension actuary report recommended contribution for this year is \$2,589,935. In order to maintain last year's tax extension and not increase the property tax the city would contribute \$83,297 from other revenue sources.

Additionally, a levy for any outstanding bonds has been filed upon the adoption of the bond ordinances. The 2022 levy amount to pay for the principal and interest on these bonds totaled \$804,320. The 2023 levy amount to pay for the principal and interest on these bonds totals

\$692,825. After the water fund bond abatements, the total bond amount to be paid is \$-0-. All of the bond abatement will be presented in conjunction with our budget review. Therefore, the total requested levy is \$2,506,638, which is equal over last year's extension of \$2,506,638.

With respect to the tax levy for Special Service Area #1, we have a plan for maintenance expenses for these wetlands and storm water infrastructure, and the recommended revenue from this levy is proposed to be maintained at \$5,000.

Staff/Committee Recommendation

The City Council approved the tax levy determination which:

1. Set the City's 2023 general property tax levy and special corporate tax levy (police pension fund) at \$2,506,638.
2. Set the City's 2023 Special Service Area I property tax levy at \$5,000.

Alternate Consideration

Levy different amounts.

Decision Mode

The tax levy determination was approved at the October 16, 2023, Council meeting. This final tax levy ordinance is on the November 20, 2023, City Council agenda for formal consideration.

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2023,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2024,
FOR THE CITY OF DARIEN, ILLINOIS**

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

THIS 20th DAY OF NOVEMBER, 2023

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

ORDINANCE NO. _____

**AN ORDINANCE LEVYING TAXES FOR
GENERAL AND SPECIAL CORPORATE PURPOSES
FOR THE FISCAL YEAR COMMENCING ON THE FIRST DAY OF MAY, 2023,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2024,
FOR THE CITY OF DARIEN, ILLINOIS**

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

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

WHEREAS, the City Council of the City of Darien, Illinois, adopted the Annual Budget for the City of Darien, Illinois, for the Fiscal Year beginning on May 1, 2023, and ending on April 30, 2024, and which has been duly published.

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

SECTION 1: A tax for the following sums of money or so much thereof as may be authorized by law to defray all expenses and liabilities of the City of Darien be, and the same is hereby levied, for the purposes specified against all taxable property in said City for the Fiscal Year commencing on the First day of May, 2023, and ending on the Thirtieth day of April, 2024.

ORDINANCE NO. _____

<u>Purpose</u>	<u>Amount Budgeted</u>	<u>Derived From Other Sources</u>	<u>Amount Levied</u>
<u>For Department of Administration:</u>			
Total	1,453,717	1,453,717	0
<u>For Police Department:</u>			
Total	10,095,824	10,095,824	0
<u>For Community Development Department:</u>			
Total	1,131,665	1,131,665	0
<u>For Municipal Services Department:</u>			
Total	4,597,682	4,597,682	0
Total Amount Levied for General Corporate Purposes			<u>0</u>
Police Pension Fund.....			2,506,638
2012 G.O. Refunding Bond- Water System....			305,125
2018G.O. Bond- Water System			387,700
Total Amount Levied for Special Corporate Purposes & Debt			<u>3,199,463</u>
TOTAL TAX LEVY FOR ALL FUNDS			<u>\$3,199,463</u>

SECTION 2: The City Clerk of the City of Darien is hereby directed to file with the County Clerk of the County of DuPage, a certified copy of this Ordinance as provided by law.

SECTION 3: If any item or portion of this Ordinance is for any reason held invalid, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that

ORDINANCE NO. _____

regard within its jurisdiction.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval and publication in pamphlet form, as required by law, and shall be known as Ordinance Number _____ of the City of Darien, Illinois.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

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

ORDINANCE NO. _____

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2023
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2024,
IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE
KNOWN AS TARA HILL**

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

THIS 20th DAY OF NOVEMBER, 2023

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

ORDINANCE NO. _____

**AN ORDINANCE FOR THE LEVY AND ASSESSMENT OF
TAXES FOR THE FISCAL YEAR BEGINNING ON THE FIRST DAY OF MAY, 2023,
AND ENDING ON THE THIRTIETH DAY OF APRIL, 2024,
IN AND FOR THE CITY OF DARIEN SPECIAL SERVICE AREA NUMBER ONE
KNOWN AS TARA HILL**

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.

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

SECTION 1 - Findings: The City of Darien Special Service Area Number One was created by Ordinance No. 0-35-90 entitled “An Ordinance Establishing City of Darien Special Service Area Number One - Tara Hill”, adopted June 18, 1990, and effective as of September 18, 1990. No petition was filed opposing the creation of the special service area, pursuant to Section 9 of Public Act 78-901. Special Service Area Number One consists of the territory described in [Exhibit A](#), attached hereto and made a part hereof. The City of Darien is authorized to levy taxes for special services in Special Service Area Number One.

SECTION 2: The total amount of appropriations for all the purposes to be collected from the tax levy of the current fiscal year in Special Service Area Number One is ascertained to be the sum of \$5,000.

ORDINANCE NO. _____

SECTION 3: The following sums shall be levied upon the taxable property, as defined in the Revenue Act of 1939, in the City of Darien Special Service Area Number One; said tax to be levied for the fiscal year beginning May 1, 2023, and ending April 30, 2024.

Contractual Services

Professional Services	\$5,000
TOTAL LEVY	\$5,000

SECTION 4: This tax is levied pursuant to Article VII, Sections 6A and 6L, of the Constitution of the State of Illinois, and pursuant to Public Act 78-901 and pursuant to Ordinance No. 0-35-90 Establishing City of Darien Special Service Area Number One.

SECTION 5: The \$5,000 tax levy is certified to the County Clerk of DuPage County, Illinois. The City of Darien determines this \$5,000 tax levy to be the total amount required to be raised by taxation for the current fiscal year of the City for Special Service Area Number One. The City Clerk is hereby ordered and directed to file with the County Clerk of DuPage County, Illinois, on or before the time required by law, a certified copy of this ordinance.

SECTION 6: This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter not delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent that the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supersede state law in that regard within its jurisdiction.

ORDINANCE NO. _____

SECTION 7: This ordinance shall become effective from and after its passage, approval and publication in the manner prescribed by law.

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

EXHIBIT "A"

ORDINANCE NO. _____

LEGAL DESCRIPTION

PARCEL 10A: THE SOUTH 1027.81 FEET OF THE EAST 666.25 FEET OF THE WEST 1/2 OF THE NORTH EAST 1/4 IN SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PARCEL 10B: THAT PART OF LOT 9 IN ANDRUS' HIGHLANDS, A SUBDIVISION OF PART OF THE EAST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 17, 1957 AS DOCUMENT 839231, IN DUPAGE COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTH CORNER OF SAID LOT; THENCE NORTH 0 DEGREES 02 MINUTES 42 SECONDS WEST, ALONG THE WEST LINE OF SAID SUBDIVISION, AS MONUMENTED AND OCCUPIED, 215.00

FEET; THENCE NORTH 89 DEGREES 57 MINUTES 18 SECONDS EAST, 66.96 FEET TO A POINT ON A CURVE, BEING THE EASTERLY LINE OF SAID LOT, ALSO BEING THE WESTERLY LINE OF ANDRUS ROAD, AS MONUMENTED AND OCCUPIED; THENCE SOUTHERLY, ALONG SAID EASTERLY LINE OF SAID LOT, BEING THE WESTERLY LINE OF ANDRUS ROAD, AS MONUMENTED AND OCCUPIED, BEING A CURVE CONCAVE SOUTH EAST, HAVING A RADIUS OF 374.43 FEET, A DISTANCE OF 228.67 FEET, MORE OR LESS, TO SAID POINT OF BEGINNING

PARCEL 10C: THE WEST 1/2 OF THE NORTH EAST 1/4 (EXCEPT THE EAST 666.25 FEET AND ALSO EXCLUDING THAT PORTION LYING NORTH OF CENTER LINE OF CHICAGO AND PLAINFIELD ROAD) OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11 IN DUPAGE COUNTY, ILLINOIS

PARCEL 10D: THE EAST 666.25 FEET (EXCEPT THE EAST 16 FEET THEREOF LYING NORTH OF THE CENTER LINE OF OLDFIELD ROAD) OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5 (EXCEPT THE SOUTH 1027.81 FEET THEREOF) IN TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS

PARCEL 10E: THAT PART OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTHEASTERLY LINE OF TRACT TWO IN DOWNERS GROVE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1 OF PART OF THE EAST 1/2 OF SAID NORTH EAST 1/4, ACCORDING TO THE PLAT THEREOF RECORDED JULY 3, 1944 AS DOCUMENT 464508, WHICH POINT IS NORTHEASTERLY OF THE SOUTH CORNER OF SAID TRACT TWO A DISTANCE OF 655.11 FEET MEASURED ALONG THE SOUTHEASTERLY LINE OF SAID TRACT TWO, FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY AT RIGHT ANGLES TO SAID SOUTHEASTERLY LINE OF TRACT TWO A DISTANCE OF 100 FEET; THENCE SOUTHWESTERLY AT RIGHT ANGLES TO LAST DESCRIBED COURSE AND PARALLEL TO THE SOUTHEASTERLY LINE OF SAID TRACT TWO A DISTANCE OF 23.12 FEET; THENCE WEST TO A POINT IN THE WEST LINE OF THE EAST 16 FEET OF THE WEST 1/2 OF THE NORTH EAST 1/4 OF SECTION 5, AFORESAID (ALSO KNOWN AS THE EAST 16 FEET OF LOT 7 OF THE PARTITION PLAT OF JESSIE E. OLDFIELD ESTATE) THAT IS 624.43 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 5; THENCE NORTH ALONG THE WEST LINE OF SAID EAST 16 FEET TO THE NORTH LINE OF SAID SECTION 5; THENCE EAST ALONG THE NORTH LINE OF SECTION 5 TO THE NORTH EAST CORNER OF TRACT TWO, AFORESAID; AND THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY LINE OF SAID TRACT TWO TO THE POINT OF BEGINNING, ALL IN DUPAGE COUNTY, ILLINOIS

EXHIBIT "A"

ORDINANCE NO. _____

PARCEL 10F: THAT PART OF THE WEST 50.0 FEET OF TRACT 3 OF DOWNERS GROVE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1, SITUATED IN PART OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 3, 1944 AS DOCUMENT 464508, DESCRIBED BY BEGINNING AT A POINT IN THE WEST LINE OF SAID TRACT 3, 655.11 FEET NORTHEASTERLY FROM THE SOUTH WEST CORNER OF SAID TRACT 3 (SAID SOUTH WEST CORNER BEING IN THE CENTER LINE OF OLDFIELD ROAD);

THENCE SOUTHEASTERLY AT RIGHT ANGLES TO SAID WEST LINE OF TRACT 3, 50.0 FEET TO A POINT IN THE EAST LINE OF THE WEST 50 FEET OF SAID TRACT 3; THENCE NORTHEASTERLY ON SAID EAST LINE OF SAID WEST 50.0 FEET OF SAID TRACT 3, 691.56 FEET TO THE NORTH LINE OF SAID TRACT 3; THENCE WESTERLY ON SAID NORTH LINE 52.77 FEET TO THE NORTH WEST CORNER OF SAID TRACT 3; THENCE SOUTHWESTERLY ON SAID WEST LINE 674.69 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

PARCEL 10G: EASEMENT FOR THE BENEFIT OF PARCELS 10D, 10E AND 10F FOR INGRESS AND EGRESS AS CREATED BY TRUSTEE'S DEED MADE BY SOUTH HOLLAND TRUST AND SAVINGS BANK OF SOUTH HOLLAND, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED SEPTEMBER 10, 1970 AND KNOWN AS TRUST NUMBER 1417, TO STANLEY MALIK AND MYRTLE MALIK, HIS WIFE, DATED OCTOBER 20, 1975 AND RECORDED NOVEMBER 25, 1975 AS DOCUMENT R75-65898 OVER THE FOLLOWING DESCRIBED PROPERTY, TO-WIT:

THAT PART OF THE WEST 50.0 FEET OF TRACT 3 OF DOWNERS GROVE TOWNSHIP SUPERVISOR'S ASSESSMENT PLAT NUMBER 1, SITUATED IN PART OF THE NORTH EAST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, RECORDED JULY 3, 1944 AS DOCUMENT 464508, DESCRIBED BY COMMENCING AT THE SOUTH WEST CORNER OF SAID TRACT 3 AND RUNNING THENCE NORTHEASTERLY ON THE WEST LINE OF SAID TRACT 3, 655.11 FEET; THENCE SOUTHEASTERLY AT RIGHT ANGLES TO THE LAST DESCRIBED COURSE, 50.0 FEET TO THE EAST LINE OF SAID WEST 50.0 FEET; THENCE SOUTH ON SAID EAST LINE, 667.98 FEET TO THE CENTER LINE OF PLAINFIELD ROAD (SOUTH LINE OF TRACT 3); THENCE NORTHWESTERLY ON SAID CENTER LINE 51.63 FEET TO THE POINT OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS

Said property is also described as Gallagher & Henry's Tara Hill Units One and Two, being subdivisions of part of the Northeast Quarter of Section 5, Township 37 North, Range 11, East of the Third Principal Meridian, according to the plats thereof recorded May 15, 1990 as Documents R90-58421 and R90-58422, in DuPage County, Illinois.

The approximate street location of said area is generally as follows: North of I-55, east of Lemont Road, north and south of Oldfield Road and west of Andrus Road and Ruth Drive.

10-05-200-018	10-05-202-014
10-05-200-014	10-05-202-015
10-05-200-020	10-05-202-020
10-05-200-010	10-05-202-021
10-05-200-011	10-05-203-023

AGENDA MEMO
CITY COUNCIL
NOVEMBER 20, 2023

CASE

PZC2023-07

Electric Vehicle (EV) Charging Stations – Zoning Text Amendment

ORDINANCE**ISSUE STATEMENT**

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

ATTACHMENTS

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

BACKGROUND/OVERVIEW

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

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

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

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

PZC MEETING – 10/04/2023

The Planning and Zoning Commission reviewed this petition at its October 4, 2023 public hearing. Staff as the petitioner provided an overview of the case. **The Planning and Zoning Commission determined the case met the standards for amendments and forwarded the case with a favorable recommendation to the Municipal Services Committee with a vote of 8-0.**

STAFF RECOMMENDATION

Staff recommends approval of the proposed ordinance to create a zoning section regulating Electric Vehicle (EV) charging stations.

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on November 20, 2023. Chairman Belczak will be presenting the Committee's recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

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

Electric Vehicle Charging Stations

(A) General

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

(B) Parking and Quantity Requirements

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

(a) New Construction

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

(C) Equipment Location and Design Criteria

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

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

(D) Landscaping

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

(E) Signage

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

DEFINITIONS (ZONING SECTION 5A-13-1)

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

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

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

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

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

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

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

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

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

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

§ 154.128 - ELECTRIC VEHICLE PARKING.

MEMO

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

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

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

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

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

(E) Signage:

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

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

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

(F) License Required:

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

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

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

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

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

6.10.7. - Electric Vehicle Charging Stations

A. General

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

B. Parking

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

C. Equipment

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

D. Signage

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

DOWNERS GROVE

Sec 28.6.010 Accessory Uses

(e) Electric Vehicle Charging Stations

(1) General

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

(2) Parking

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

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

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

5A-2-2-5: AMENDMENTS:

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

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

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

ORDINANCE NO. _____

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

(PZC2023-07: ELECTRIC VEHICLE CHARGING STATIONS)

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

THIS 20th DAY OF NOVEMBER, 2023

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

ORDINANCE NO. _____

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

(PZC2023-07: ELECTRIC VEHICLE CHARGING STATIONS)

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

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

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

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

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

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

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

WHEREAS, pursuant to notice as required by law, the City's Planning and Zoning Commission conducted a public hearing on October 4, 2023, and has forwarded its findings and

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recommendation of approval of this proposal to the City Council; and

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

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

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

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

5A-5-17: Electric Vehicle Charging Stations

(A) General

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

(B) Parking and Quantity Requirements

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

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

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

(a) New Construction

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

- (2) Nonresidential: All new and expanded nonresidential development parking areas provide the electrical capacity necessary to accommodate the future hardwire installation of Level 2 charging stations. It is recommended that a typical parking lot (e.g., 1,000 or less parking spaces) have a minimum ratio of two percent (2%) of the total parking spaces prepared for such stations.

4. Pavement Marking: Pavement markings are required. Any and all pavement markings shall

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be the color white or yellow and shall match the color used for all other parking stalls. No additional stencil will be permitted.

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

(C) Equipment Location and Design Criteria

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

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

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

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

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

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

(D) Landscaping

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

(E) Signage

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

2. On-site advertising is allowed on an electric vehicle charging station only when it is an integral part of the electric vehicle charging station. All advertising is limited to the promotion of goods, services, and products of the owner and tenants on-site where the electric vehicle charging station is located. The on-site advertising may consist of static images that change no faster than once very ten (10) seconds or a continuous video on an LED screen. No advertisement shall play

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or emit any sound. Except as indicated in this section, the size of any on-site advertising signage shall not exceed four (4) square feet in gross surface area for each exposed face, nor exceed an aggregate gross surface area of six (6) square feet. On-site advertising signage on a video screen shall not exceed an aggregate gross surface area of one-fourth (0.25) square feet.

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

is hereby amended by adding the following:

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

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

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

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

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

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

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

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

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

ELECTRIC VEHICLE: A vehicle that stores electric energy to be used for propulsion. An electric vehicle shall be defined as a “motor vehicle,” as defined in the Illinois Vehicle Code; and (i) which displays the State of Illinois EV license tag; or (ii) any vehicle defined by the air resources board

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as “off-vehicle charge capable” meaning having the capability to charge a battery from an off-vehicle electric energy source that cannot be connected or coupled to the vehicle in any manner while the vehicle is being driven.

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

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

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

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

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

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

ORDINANCE NO. _____

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

AYES _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGENDA MEMO
City Council
November 20, 2023

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

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

PROPOSED 2024 ROAD PROGRAM

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

Alternate: 1,500 square feet of patching			
TOTAL (ft)	BASE BID	5.39 miles	28,470

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

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

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

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

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

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

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

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

Engineer V \$210/hr x 2 meetings x 3 hrs	= \$630
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Task 4 – Bidding Assistance: CBBEL will advertise for bidding, distribute specifications to all bidders, and hold a bid opening. CBBEL will review and tabulate all of the bids and make a recommendation of award.

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

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

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

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

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

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

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on November 20, 2023. Chairman Belczak will be presenting the Committee’s recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

RESOLUTION NO. _____

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

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 18, 2023
 REVISED November 3, 2023

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

Attention: Dan Gombac

Subject: Proposal for Professional Engineering Services
 2024 Road Program

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2024 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2024 Road Program will consist of resurfacing for the following streets:

PROPOSED 2024 ROAD PROGRAM		
STREET	SUBDIVISION/LIMITS	LENGTH
Eleanor Place	69th St. - Holly Ave.	1,050
69th Street	Cass Ave. - Clarendon Hills Rd.	5,280
70th Street	Clarendon Hills Rd. - Richmond Ave.	2,760
70th Street CDS	70th St. - Limit	160
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Tamarack Drive	Richmond Ave. - Beechnut Ln.	2,200
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Grant Street	Adams St. - 75th St.	1,000
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Gleneyre Road	Coachmans Rd. - Heather Ln.	1,200
Sleepy Hollow Lane	Adams St. - Cass Ave.	1,100
Sleepy Hollow CDS	Sleepy Hollow Ln. - Cul-de-sac	200
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Grant Street CDS	Grant St. - Cul-de-sac	300
Alternate: 1,500 square feet of patching		
Total (ft)		28,470
Total Miles		5.39

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

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

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

SCOPE OF SERVICES

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

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Total	\$ 7,510

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Total	\$ 1,670

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FEE ESTIMATE

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

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

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2023 Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

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

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
City Council
November 20, 2023

ISSUE STATEMENT

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

RESOLUTION

BACKGROUND/HISTORY

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

PROPOSED 2024 ROAD PROGRAM

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

The proposed Engineering Agreement includes the following scope of services:

Task 1 - Geotechnical Investigation

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

Task 2 - Evaluation of Geotechnical Report

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

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

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

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

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

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

STAFF RECOMMENDATION

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

COMMITTEE RECOMMENDATION

This item is being presented to the Municipal Services Committee prior to the City Council Meeting on November 20, 2023. Chairman Belczak will be presenting the Committee’s recommendation to the City Council.

ALTERNATE CONSIDERATION

As directed by the City Council.

DECISION MODE

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

RESOLUTION NO. _____

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

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

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

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

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

AYES: _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY



CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

October 18, 2023
REVISED November 3, 2023

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

Attention: Dan Gombac

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

Dear Dan:

At your request, we are providing this proposal to provide professional engineering services related to the preparation of the bidding documents for the City's 2024 Road Program. Included below you will find our Understanding of the Assignment and Scope and Fee.

UNDERSTANDING OF THE ASSIGNMENT

Based on the information provided by the City, the 2024 Road Program will consist of resurfacing for the following streets:

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

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

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

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

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

SCOPE OF SERVICES

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

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

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

ESTIMATE OF FEE

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

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

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2023 Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

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

FEE ESTIMATE

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

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

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

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

Sincerely,



Michael E. Kerr, PE
President

Encl. 2022 Schedule of Charges
General Terms and Conditions

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

BY: _____

TITLE: _____

DATE: _____

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

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

*Charges include overhead and profit

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AGENDA MEMO
CITY COUNCIL
NOVEMBER 20, 2023

CASE

PZC2023-09

Woodland Glen Development, LLC (2941, 2963, & 2985 87TH ST)
 Rezone, Special Use Planned Unit Development (PUD),
 Preliminary Plat, and Variations/Waivers

ORDINANCE

ISSUE STATEMENT

Petitioner requests approval of a Rezone, Special Use Planned Unit Development (PUD), Preliminary Plat, and Variations/Waivers as deemed necessary. The petition specifically requests approval for a 17-lot subdivision with 34 total dwelling units, or 17 two-family dwellings (i.e. duplexes). Property is comprised of 7.34 acres and is currently zoned Single-Family Residence District (R-1). The proposed zoning is Multi-Family Residence District (R-3).

Applicable Regulations: City Code Section 5A-7-3, R-3 District Standards
 City Code Section 5A-3, PUD Regulations
 City Code Section 5B, Subdivision Regulations

GENERAL INFORMATION

Petitioner: Woodland Glen Development, LLC
 Property Owner: Julian Saybor & Maria Sciullo
 Property Location: 2941, 2963, & 2985 87TH Street
 PIN Number(s): 10-06-200-004, 10-06-200-005, & 10-06-200-006
 Existing Zoning: Single-Family Residence District (R-1)
 Proposed Zoning: Multi-Family Residence District (R-3)
 Existing Land Use: Single-Family Residential
 Proposed Land Use: Two-Family Dwellings (i.e. Duplexes)
 Comprehensive Plan: Low Density Residential (Existing);
 Medium Density Residential (Future)

Key Development Area #9: This key area can include commercial development if cohesive in nature. It also presents opportunity for further residential development either through infill or subdivision.

Surrounding Zoning & Uses

North: Single-Family Residence District (R-2); Single-Family Residential
 East: Single-Family Residence District (R-1); Single-Family Residential
 South: R-2 Single Family (Unincorporated); Single-Family Residential
 West: R-2 Single Family (Unincorporated); Single-Family Residential

Petition Site Acreage: 7.34 Acres

Floodplain: According to the DuPage County Parcel Viewer System, there is no floodplain on the subject site.

Natural Features: According to the DuPage County Parcel Viewer System, there is a small area of wetland in the far southeastern portion of the site.

Transportation: The petition site gains access from 87TH Street with two (2) proposed ingress/egress cuts for Woodland Lane, one full access and one right-in, right-out.

PETITIONER DOCUMENTS (ATTACHED TO MEMO)

- 1) **APPLICATION**
- 2) **COVER LETTER & NARRATIVE**
- 3) **PRELIMINARY ENGINEERING PLANS & PLAT**
- 4) **FLOOR PLAN**
- 5) **ELEVATION & COMPARABLE IMAGE**
- 6) **TRAFFIC MEMORANDUM**

CITY STAFF DOCUMENTS (ATTACHED TO MEMO)

- 7) **LOCATION MAP & AERIAL IMAGE**
- 8) **STREET FRONTAGE IMAGES**
- 9) **CITY ENGINEER LETTER**
- 10) **TRAFFIC STUDY COMMENTS**
- 11) **FIRE DISTRICT LETTER**
- 12) **DUDOT COMMENTS**
- 13) **PUBLIC COMMENT & PETITION OF OPPOSITION**
- 14) **MEETING MINUTES (DRAFT)**

PLANNING OVERVIEW/DISCUSSION

The petition site is located on the south side of 87TH Street, west of Lemont Road and on the edge of the City's jurisdictional boundary. The site totals 7.34 acres and is comprised of three (3) parcels. There are existing dwellings on the parcels that would be demolished along with other structures if the proposal is approved. The proposal is to develop the site as a 17-lot subdivision containing 17 two-family dwellings (i.e. duplexes), meaning 34 total units. The zoning ordinance defines the proposed dwellings as follows:

DWELLING, TWO-FAMILY: A detached building or structure containing two (2) dwelling units only, designed for and occupied by two (2) families.

DUPLEX: See definition of Dwelling, Two-Family.

Based on the proposal, the petitioner has requested a rezone, special use (PUD), preliminary plat, and variations/waivers from the subdivision and zoning regulations. The rezone specifically requests the site to be zoned Multi-Family Residence District (R-3). The current zoning is Single-Family Residence District (R-1). The R-1 District does not permit two-family dwellings. With the rezone the petitioner requests approval of a Planned Unit Development (PUD), which is a special use. The requested variations/waivers are listed below and apply to the preliminary plat specifications and zoning:

- *Subdivision Regulation Section 5B-1-7(B)(6) – Variation Request*
 - o This section provides for a 66' right-of-way and 30' pavement width. The proposed plan shows Woodland Lane with a 50' right-of-way and 27' road width.
- *Subdivision Regulation Section 5B-1-8(G)(1) – Variation Request*
 - o This section provides for a 150' curve radius on Minor Streets. The proposed plan shows a 53.5' radius for Woodland Lane.

- *Zoning Section 5A-7-3-5(A) – Waiver request to minimum lot size requirement.*
 - o Waiver request to reduce the minimum lot size for two-family dwellings in the R-3 District from 20,000 square feet to 10,000 square feet. The proposal does meet gross residential density requirements.
- *Zoning Section 5A-7-3-6(A) – Waiver request to minimum setback requirements.*
 - o Waiver request to modify/reduce the minimum front yard and rear yard setbacks from the required 30’ to 25’ and 18’, respectively.
- *Zoning Section 5A-3-3-8 – Waiver request to open space standard.*
 - o Waiver request to reduce the required percentage of common open space from 25% of the total gross area to 20%.
- *Zoning Section 5A-3-3-9(B) – Waiver request to yards and spaces.*
 - o Waiver request to eliminate the following PUD stipulation: “Buildings of more than 24’ in height shall provide a setback from any property line of not less than equal to the height of such buildings.”

NOTE: The planned unit development may depart from strict conformance with the required density, dimension, area, zoning district size, height, bulk, use, and other regulations of the underlying zoning district to the extent specified in the preliminary and final plans and documents authorizing the development, so long as the development will not be detrimental to or endanger the public health, safety, and welfare of the residents of the City.

The Plan Commission may recommend and City Council authorize variations from these requirements in specific cases which, in its opinion, are in harmony with the intent and purpose of the Comprehensive Plan and Official Map of the City of Darien and in harmony with the intent of the Subdivision Regulations.

Staff Review Comments

Staff has reviewed the submittal documents. Included with this memo is a letter from the City Engineer (dated August 17, 2023). The letter provides stipulations/conditions of approval for the project and preliminary plan prior to final planning stage. The City’s traffic consultant has also reviewed the submitted traffic memorandum and review comments are attached, along with comments from DuPage County Department of Transportation (DuDOT) and the Fire District.

Additionally, the petitioner submitted a cover letter and narrative detailing the request. The narrative is attached to this memo. The petitioner and other representatives will be present during the meeting and will provide a summary presentation on the project, including details on architecture, stormwater management and detention, landscaping, traffic, and utilities, among other things. Included below are the standards for amendments and the special use criteria that are to be considered for recommending on the case.

Standards for Amendments:

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

1. *Existing uses of property within the general area of the property in question, and the resulting character of the general area;*

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

Special Use Criteria:

No special use shall be recommended to the City Council by the Plan Commission, nor approved by the City Council, unless findings of fact have been made on those of the following factors which relate to the special use being sought:

1. *That the special use is deemed necessary for the public convenience at the location specified.*
2. *That the establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, or general welfare.*
3. *That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood.*
4. *That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.*
5. *That the exterior architectural design, landscape treatment, and functional plan of any proposed structure will not be at variation with either the exterior architectural design, landscape treatment, and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood.*
6. *That adequate utilities, access roads, drainage, and/or necessary facilities have been or are being provided.*
7. *That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.*
8. *That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified by the City Council pursuant to the recommendations of the Plan Commission and Planning and Development Committee.*

PZC MEETING – 10/18/2023

The Planning and Zoning Commission reviewed this petition at its October 18, 2023 meeting. The petitioner was present and provided a thorough presentation on the proposal after staff's introduction of the case. There was a large audience for the meeting and several people provided public comment. The public comments pertained mostly to stormwater/drainage, traffic, density, architecture, and landscaping of the site given the proximity of the proposed structures to adjacent lots. Due to the number of comments and lengthy discussion, please refer to the meeting minutes (draft) from the public hearing that are attached to this memo.

Based on testimony and discussion at the meeting, the Planning and Zoning Commission forwarded the case with a favorable recommendation to the Municipal Services Committee by a vote of 6-0, subject to the following conditions:

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

MSC MEETING – 11/01/2023

The Municipal Services Committee reviewed this petition at its November 1, 2023 special meeting. The petitioner was present and provided a thorough presentation on the proposal after staff's introduction of the case. The petitioner specifically requested a modification to the first condition of approval recommended by the Planning and Zoning Commission, asking for the homes on the referenced lots to be shifted two (2) feet towards Woodland Lane instead of five (5) feet.

There was a large audience for the meeting and several people provided public comment. The public comments pertained mostly to stormwater/drainage, traffic, density, architecture, and landscaping of the site given the proximity of the proposed structures to adjacent lots. Due to the number of comments and lengthy discussion, please refer to the meeting minutes (draft) from the public hearing that are attached to this memo.

Based on testimony and discussion at the meeting, the Municipal Services Committee forwarded the case with a favorable recommendation to the City Council by a vote of 6-0, subject to the following conditions with the first one being modified:

- 1) Applicant revise the preliminary plan in regards to the location of duplexes on Lots 1, 2, 3, 9, 10, and 11. The structures on said lots shall be shifted two (2) feet towards Woodland Lane, resulting in a front yard setback of twenty-three (23) feet and rear yard setback of twenty (20) feet for each lot/duplex.**
- 2) Fire District Approval.**

- 3) **Submittal of a Geotechnical Report.**
- 4) **Submittal of Best Management Practices (BMPs).**
- 5) **Submittal of Homeowners Association (HOA) covenants and restrictions.**
- 6) **Response be obtained from DuPage County regarding sidewalk feasibility along 87TH Street.**
- 7) **Traffic light feasibility study be submitted by the applicant to DuPage County.**

ALTERNATE CONSIDERATION

As recommended/directed by the City Council.

DECISION MODE

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

MEMO



ZONING APPLICATION

RECEIVED

SEP 14 2023

Community Development City of Darien

CITY OF DARIEN

1782 Plainfield Road, Darien, IL 60561

www.darien.il.us 630-852-5000

CONTACT INFORMATION

Woodland Glen Development, LLC	Maria Sciullo
Applicant's Name	Owner's Name
6432 Joliet Rd., Ste. B, Countryside, IL 60525	502 Redondo Dr., Unit 408, Downers Grove, IL 60516
Address, City, State, Zip Code	Address, City, State, Zip Code
(708) 482-0860	(630) 541-7446
Telephone	Telephone
don.stevens@donvenhomes.com	
Email	Email

PROPERTY INFORMATION

2963-2985 W. 87th St Street, Darien, IL 60561	10-06-200-004/ 005
Property address	PIN Number(s)
R-1 Current	Single Family Residence
Zoning District	Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

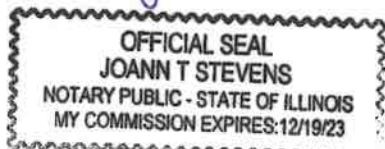
Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

Rezoning from Darien R-1 Single Family Residential to Darien R-3 Special Use PUD including Plat of Subdivision, Variation/Waiver Approval for 34 duplex attached single family residences on 17 lots served with public sanitary sewer and watermain. Variations from R-3 and PUD zoning. Preliminary/Final Plat Approval.

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that Donald A. Stevens is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.
 Given under my hand and seal, this 8 day of September 2023.

For office use only	
Date Received:	09/14/2023
Case Number:	P2C2023-09
Fee Paid:	\$1,955.00
Hearing Date:	10/18/2023

Joann T. Stevens
 Notary Public



CITY OF DARIEN, ILLINOIS, Community Development Department

Plat of Subdivision petition to the Mayor and City Council of the City of Darien:

RECEIVED

SEP 14 2023

Community Development
City of Darien

Staff Use Only	
Case No.:	PZC2023-09
Date Received:	09/14/2023
Fee Paid:	\$1,955.00
Check No.:	1002
Hearing Date:	10/19/2023

PETITIONER INFORMATION

Woodland Glen Development, LLC
Petitioner's Name

Donald A. Stevens
Contact Name

6432 Joliet Road, Ste.B, Countryside IL
Address, City, State, Zip Code. 60525

(708) 482-0860
Phone #

(708) 482-0872
Phone #

Fax #

don.stevens@donvenhomes.com
Email

Maria Sciullo
Owner's Name

502 Redondo Drive, Unit 408, Downers Grove IL
Address, City, State, Zip Code 60516

(630) 541-7446
Phone #

office@clasesandclases.com
Email

PROPERTY INFORMATION

2963-2985 W. 87th St., Darien IL 60561
Property address

10-06-200-004/-005
PIN(s)

4.59 acres
Acreage

R-1 current
Zoning

REQUEST

Check the following: Preliminary Plat Final Plat

Woodland Glen
Subdivision Name

Number of Lots: 17

Right-of-way (in miles): 0.1725 miles

Minimum Lot Size: 100' x 108'

Average Lot Size: 12,106 s.f.

Public or other open space: 66,808 s.f.

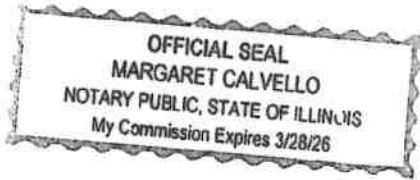
Public ROW 47,157 s.f.

I, Maria Sciullo, do hereby certify that I am the owner of record (or one of the owners of record or the attorney for the owners of record of the aforesaid described property) and I hereby make application as such.

Maria Sciullo
Signature

Subscribed and sworn to before this 30th day of June, 2023

Margaret Calvello
Notary Public



CITY OF DARIEN, ILLINOIS, Community Development Department

PLANNED UNIT DEVELOPMENT petition to the Mayor and City Council of the City of Darien:

RECEIVED
SEP 14 2023

Community Development
City of Darien

Staff Use Only	
Case No.:	P220003-09
Date Received:	09/14/2023
Fee Paid:	\$1,955.00
Check No.:	1002
Hearing Date:	10/19/2023

PETITIONER INFORMATION

Woodland Glen Development, LLC
 Petitioner's Name
 Donald A. Stevens
 Contact Name
 6432 Joliet Rd., Ste. B., Countryside IL
 Address, City, State, Zip Code 60525
 (708) 482-0860
 Phone #
 (708) 482-0872
 Fax #
 don.stevens@donvenhomes.com
 Email

Maria Sciallo
 Owner's Name
 502 Redondo Drive, Unit 408, Downers Grove IL
 Address, City, State, Zip Code 60516
 (630) 541-7446
 Phone #
 office@daesanddars.com
 Email

PROPERTY INFORMATION

2963-2985 W. 87th St. Darien IL 60561
 Property address
 10-06-200-004/ -005
 PIN(s)

4.59 acres
 Acreage
 R-1 (current)
 Zoning

Provide legal description on a separate sheet and attach, such as the plat of survey.

REQUEST

Woodland Glen
 PUD Name

Preliminary PUD PUD Amendment
 Final PUD

Brief description of the proposed development:
 Total 7.34 acre development consisting of 34 duplex attached single family homes on
 17 lots, served by public sanitary, sewer and water main located in the City of Darien IL.

I, Maria Sciallo, do hereby certify that I am the owner of record (or one of the owners of record or the attorney for the owners of record of the aforesaid described property) and I hereby make application as such.

Maria Sciallo
 Signature

Subscribed and sworn to before this 30th day of June, 2023

Margaret Calvello
 Notary Public





ZONING APPLICATION

RECEIVED

SEP 14 2023

Community Development
City of Darien

CITY OF DARIEN

1702 Plainfield Road, Darien, IL 60561
www.darienil.us 630-852-5000

CONTACT INFORMATION

Woodland Glen Development, LLC
Applicant's Name Donald A. Stevens

Julian Saybor
Owner's Name

6432 Joliet Rd., Ste.B, Countryside IL
Address, City, State, Zip Code 60525

2941 W. 87th St., Darien IL 60561
Address, City, State, Zip Code

(708) 482-0860

(630) 910-7000

Telephone

Telephone

don.stevens@donvenhomes.com

Email

Email

PROPERTY INFORMATION

2941 W. 87th St., Darien IL 60561
Property address

10-06-200-006
PIN Number(s)

R-1 (current)
Zoning District

Single Family Residence
Current Land Use(s)

(Attach additional information per the Submittal Checklist.)

REQUEST

Brief description of the zoning approval requested. (Contact the City Planner for guidance.)

Rezoning from Darien R-1 Single Family residential to Darien R-3 Special Use PUD

including Plat of Subdivision, Variation/Waiver Approval for 34 duplex attached

single family residences on 17 lots served with public sanitary, sewer and water main.

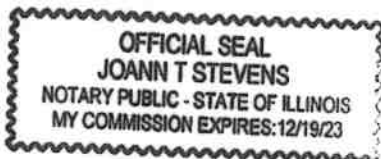
Variations from R-3 and PUD zoning. Preliminary/Final Plat Approval.

As Notary Public, in and for DuPage County in Illinois, I do hereby certify that Donald A. Stevens is personally known by me to be the same person whose name is subscribed above and has appeared before me this day in person and acknowledged that they have signed this document as their own free and voluntary act, for the purposes therein set forth.

Given under my hand and seal, this 8 day of September 20 23

Joann T. Stevens
Notary Public

For office use only	
Date Received:	09/14/2023
Case Number:	PZC2023-09
Fee Paid:	\$1,955.00
Hearing Date:	10/19/2023



CITY OF DARIEN, ILLINOIS, Community Development Department

Plat of Subdivision petition to the Mayor and City Council of the City of Darien:

RECEIVED
SEP 14 2023
Community Development
City of Darien

State Use Only
Case No. PZC2023-09
Date Received 09/14/2023
Fee Paid \$1,955.00
Check No. 1002
Hearing Date 10/19/2023

PETITIONER INFORMATION

Woodland Glen Development, LLC
Petitioner's Name
Donald A. Stevens
Contact Name
6432 Joliet Rd., Ste.B, Countryside IL
Address, City, State, Zip Code 60525
(708) 482-0860
Phone #
(708) 482-0872
Fax #
don.stevens@donvenhomes.com
Email

Julian Saybor
Owner's Name
2941 W. 87th St. Darien IL 60561
Address, City, State, Zip Code
(630) 919-7000
Phone #
Email

PROPERTY INFORMATION

2941 W. 87th St., Darien IL 60561
Property address
10-06-200-006
PIN(s)

2.75 acres
Acreage
R-1 (current)
Zoning

REQUEST

Check the following: Preliminary Plat Final Plat

Woodland Glen
Subdivision Name
Number of Lots: 17
Right-of-way (in miles): 0.1725 miles

Minimum Lot Size: 100' x 108'
Average Lot Size: 12,106 s.f.
Public or other open space: 66,808 s.f.
Public ROW 47,157 s.f.

I, Julian Saybor do hereby certify that I am the owner of record (or one of the owners of record or the attorney for the owners of record of the aforesaid described property) and I hereby make application as such.

Signature
Subscribed and sworn to before this 12th day of July 20 23
Notary Public



CITY OF DARIEN, ILLINOIS, Community Development Department

PLANNED UNIT DEVELOPMENT petition to the Mayor and City Council of the City of Darien

RECEIVED
2023
Community Development
City of Darien

Staff Use Only	
Case No:	PZC2023-09
Date Received:	09/14/2023
Fee Paid:	\$1,956.00
Check No.:	1002
Heard on Date:	10/18/2023

PETITIONER INFORMATION

Woodland Glen Development, LLC
Petitioner's Name

Donald A. Stevens
Contact Name

6432 Joliet Rd., Ste.B, Countryside IL
Address, City, State, Zip Code 60525

(708) 482-0860
Phone #

(708) 482-0872
Fax #

don.stevens@donvehhomes.com
Email

Julian Saybor
Owner's Name

2941 W. 87th St., Darien IL 60561
Address, City, State, Zip Code

(630) 910-7000
Phone #

Email

PROPERTY INFORMATION

2941 W. 87th Street, Darien IL 60561
Property address

10-06-200-006
PIN(s)

2.75 acres
Acreage

R-1 (current)
Zoning

Provide legal description on a separate sheet and attach, such as the plat of survey.

REQUEST

Woodland Glen
PUD Name

Preliminary PUD PUD Amendment
 Final PUD

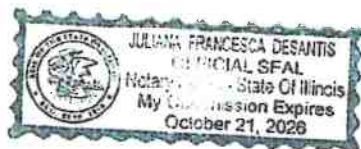
Brief description of the proposed development:
Total 7.34 acre development consisting of 34 duplex attached single family homes on 17 lots, served by public sanitary, sewer and watermain located in the City of Darien IL.

I, Julian Saybor do hereby certify that I am the owner of record (or one of the owners of record or the attorney for the owners of record of the aforesaid described property) and I hereby make application as such

[Signature]
Signature

Subscribed and sworn to before this 12th day of July 2023

Juliana Francesca Desantis
Notary Public



Woodland Glen Residential Development
87th Street – ¼ Mile West of Lemont Road
Darien, Illinois

The proposed Woodland Glen residential development will consist of 34 duplex single family homes, with 2 homes on each of the 17 residential lots. The proposed site will be located directly on the south side of 87th Street, approximately ¼ mile west of Lemont Road.

Woodland Glen will be an upscale, maintenance free residential community, featuring larger ranch style homes with full basements, featuring both “look out” and “walk out” option.

The proposed site for Woodland Glen is on 7.34 acres of land, currently consists of 3 separate parcels owned by 2 different individuals. The property is currently zoned R-1 single family residential, and contains 2 older single family homes. The current homes are served by well and septic systems.

The existing homes on the properties are scheduled for demolition prior to the Woodland Glen site improvements being started. The Woodland Glen development will be rezoned as an R-3 PUD residential community, with utilities served by the City of Darien for public water and DuPage County for sanitary sewers. All utility improvements required for Woodland Glen will be installed by the developer.

The existing uses on 87th Street and Lemont Road contains mixed uses, including commercial, multi-family residential and some residential properties, the majority of residential homes do not face 87th Street. Accordingly, the Woodland Glen development will not adversely impact the essential character of the 87th Street, and will be a positive addition to the corridor.

There will be no adverse effects on the adjoining properties, with open side yards between the groupings of homes allowing for the free flow of light and air through the development and the adjoining properties. The development will have a negligible increase of traffic on 87th Street, and allows for the free movement of all police and fire equipment. Working with Darien Staff, the development provides for proper ingress and egress for the development off of 87th Street .

The proposed ranch homes at Woodland Glen, with “walk out” or “look out” basements, are perfectly suited for this site, as the land slopes increasingly to the south, away from 87th Street, so drainage will not be an issue or negatively impact the area. The trend of development along major signalized roadways like 87th Street in this area is towards either commercial development, or higher density multi-family developments. Woodland Glen will therefore offer the best transitional residential zoning from the much higher densities likely to come from the Woodridge zoning areas immediately to the west. The Woodland Glen development will help stabilize and increase the remaining property values in Darien along 87th Street.

The Woodland Glen development will have the highest quality architectural design, blending this transitional residential area into the neighboring community. The proposed landscaping will provide a positive environment to the homeowners in the development, and the neighboring community. All utilities will be approved by the City of Darien and DuPage County, providing a

benefit to the future homeowners, but also for the future development of the 87th Street corridor in Darien.

The Woodland Glen development will be a positive addition to the City of Darien, and offers the best transitional residential density along the 87th Street corridor in Darien.

The Woodland Glen development will conform to all Darien codes and regulations, except those where the City of Darien will be granting a variance or change from its Zoning Code.

1. Permitted reduction to the required right of way width for minor streets to fifty (50) feet from the sixty-six (66) feet as established in Title 5B, Chapter 1, Section 5B-1-7(b)6.
2. Permitted reduction to the required pavement width for minor streets to twenty seven (27) feet from thirty (30) feet as established in Title 5B, Chapter 1, Section 5B-1-7(B)6.
3. Permitted reduction to a minimum lot size of 10,000 square feet, in lieu of the 20,000 square foot R-3 Zoning requirement, is met under PUD regulations, Title 5A, Chapter 3, Section 5A-3-3-4(A). The maximum R-3 residential zoning units per gross residential acre is 7.0, while the Woodland Glen development is only at 4.63 units per gross acre as proposed.
4. Permitted reductions to the minimum Front and Rear yard setbacks to twenty-five feet (25') and eighteen feet (18') from thirty (30) feet established in R-3 Zoning, is considered met under PUD Regulations, Title 5A, Chapter 3, Section 5A-3-3-9(A): *“Required yard or setbacks ... may receive up to fifty percent (50%) of the standards set forth in the underlying zoning districts ...”*
5. Permitted reduction to common open space to twenty percent (20%) from twenty-five percent (25%) established in PUD Regulations, Title 5A, Chapter 3, Section 5A-3-3-8, which states: *“This requirement may be partially or totally waived by the City Council whenever a substantial amount of the land of the planned unit development is proposed for development as single-family residential units.”*
6. Permitted elimination of PUD Regulation, Title 5A, Chapter 3, Section 5A-3-3-9(B) which states: *“Buildings of more that twenty-four feet (24') in height shall provide a setback from any property line not less than equal to the height of such building.”* The required yards shall meet the applicable Sections of the R-3 Zoning requirement, PUD Regulations and/or as noted in 4 above.
7. Permitted reduction to the required horizontal roadway centerline curve radius for minor streets to fifty-three and one half feet (53.5') from one hundred fifty feet (150') as established in Title 5B, Chapter 1, Section 5B-1-8(G)1(a).

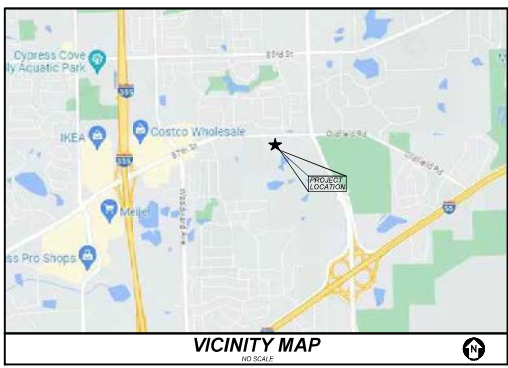
PRELIMINARY ENGINEERING PLANS

FOR

WOODLAND GLEN - DARIEN

DARIEN, ILLINOIS

PROJECT TEAM
<p style="text-align: center; margin: 0;"><u>DEVELOPER</u></p> <p style="margin: 0;">Woodland Glen Development, LLC 6432 Joliet Road, Suite B Countryside, Illinois 60525 708 482 0860 Contact: Don Stevens</p>
<p style="text-align: center; margin: 0;"><u>ENGINEER</u></p> <p style="margin: 0;">V3 Companies, Ltd. 7325 Janes Avenue Woodridge, Illinois 60517 630 724 9200 Project Manager: Steve Kranenborg skranenborg@v3co.com Project Engineer: Thomas J Kunschke tkunschke@v3com.com</p>



INDEX	
CIVIL ENGINEERING PLANS	
0.0	TITLE SHEET
1.1	EXISTING CONDITIONS PLAN - AREA 1
1.2	EXISTING CONDITIONS PLAN - AREA 2
2.1	PRELIMINARY LAYOUT PLAN - AREA 1
2.2	PRELIMINARY LAYOUT PLAN - AREA 2
3.1	PRELIMINARY GRADING PLAN - AREA 1
3.2	PRELIMINARY GRADING PLAN - AREA 2
4.1	PRELIMINARY UTILITY PLAN - AREA 1
4.2	PRELIMINARY UTILITY PLAN - AREA 2
4.3	PRELIMINARY OFFSITE UTILITY PLAN - AREA 3



BENCHMARKS
<p>SOURCE:</p> <p>STATION DESIGNATION: 0213 ESTABLISHED BY: DUPAGE COUNTY DATE: 03/2006</p> <p>ELEVATION: 756.41 (MEASURED AND RECORDED) DATUM: NAVD83</p> <p>DESCRIPTION: FOUND BRASS DISK LOCATED ON CONCRETE BASE OF LIGHT POLE IN SOUTH END OF ISLAND LOCATED AT THE FIRST ENTRANCE OF SHOPPING CENTER ON NORTHWEST SIDE OF 87TH ST. SAID ENTRANCE BEING LOCATED APPROXIMATELY 500' TO THE NORTHEAST OF THE INTERSECTION OF 87TH ST AND WOODWARD AVE.</p>
<p>SITE:</p> <p>BENCHMARK 1 ESTABLISHED BY: V3 COMPANIES DATE: 02/28/2023</p> <p>ELEVATION: 761.03 (MEASURED) DATUM: NAVD83</p> <p>DESCRIPTION: NORTHERLY TOP FLANGE BOLT OF FIRE HYDRANT LOCATED AT THE NORTHWEST CORNER OF MEADOW AVE. AND 87TH ST. 7' N. OF E-W WALK AND 7' E. OF N-S WALK</p>
<p>BENCHMARK 2 V3 CP#101 ESTABLISHED BY: V3 COMPANIES DATE: 02/28/2023</p> <p>ELEVATION: 770.08 (MEASURED) DATUM: NAVD83</p> <p>DESCRIPTION: SET CUT CROSS IN SIDEWALK ON NORTH SIDE OF BOUGHTON AND 489 FEET WEST OF THE CENTERLINE OF MEADOW AVENUE.</p>
<p>THE ELEVATIONS ABOVE WERE KNOWN TO BE ACCURATE AT THE TIME THEY WERE ESTABLISHED. V3 DOES NOT CERTIFY TO THE ACCURACY THEREAFTER, NOR ASSUMES RESPONSIBILITY FOR THE MIS-USE OR MIS-INTERPRETATION OF THE INFORMATION SHOWN HEREON.</p> <p>IT IS ADVISED THAT ALL OF THE ABOVE ELEVATIONS BE CHECKED BETWEEN EACH OTHER AND VERIFY A MINIMUM OF 3 SURROUNDING UTILITY RIM ELEVATIONS AND ANY ADJACENT BUILDING FINISHED FLOOR OR TOP OF FOUNDATION ELEVATIONS SHOWN HEREON PRIOR TO USE OR COMMENCEMENT OF ANY CONSTRUCTION OR OTHER WORK.</p> <p>PERSONS USING THIS INFORMATION ARE TO CONTACT V3 IMMEDIATELY WITH ANY DISCREPANCIES FOUND PRIOR TO THE START OF ANY WORK.</p>

REVISIONS		
NO.	DATE	DESCRIPTION
1	10/24/23	REVISED PER CLIENT COMMENT
2	10/25/23	REVISED PER CITY REVIEW

<p>PROJECT NO.: 2303</p> <p>PROJECT ADDRESS: 6432 JOLIET RD, SUITE B, COUNTRYSIDE, IL 60525</p> <p>ISSUED BY: SKR</p> <p>REVISION BY: TJK</p> <p>DRAWN BY: AWS</p>	<p>TITLE SHEET</p> <p>WOODLAND GLEN - DARIEN</p> <p>DARIEN</p> <p>ILLINOIS</p>
--	--

7325 Janes Avenue
630 724 9200 phone
www.v3co.com

DRAWING NO.

0.0

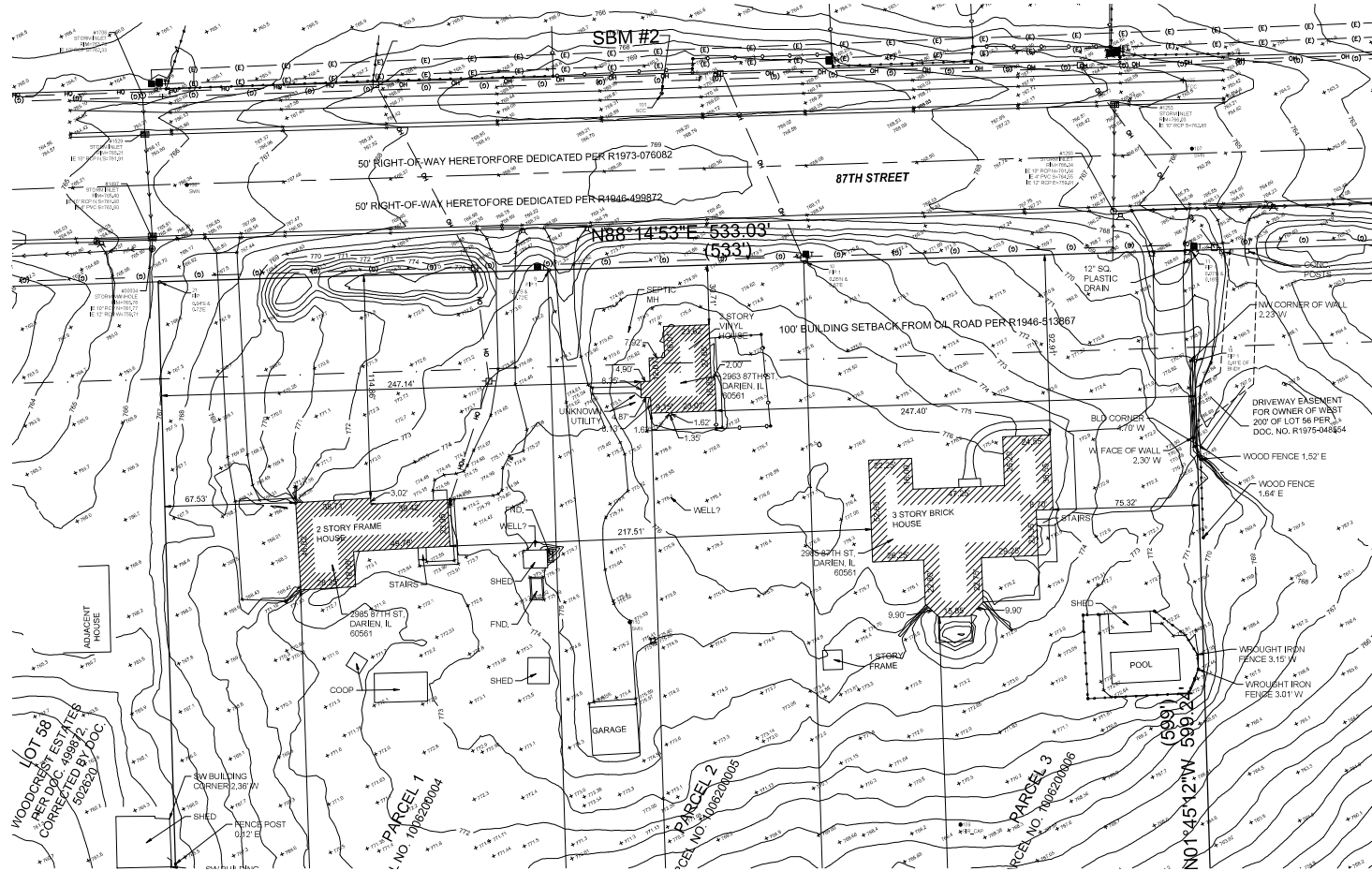
NOTES:

1. EXISTING SITE TOPOGRAPHY, UTILITIES, RIGHT-OF-WAY AND HORIZONTAL CONTROL SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SURVEY PREPARED BY:

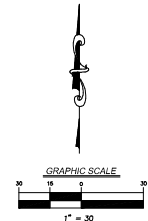
V3 COMPANIES, LTD.
7325 JAMES AVENUE
WOODRIDGE, IL 60517

COPIES OF THE SURVEY ARE AVAILABLE FROM THE SURVEYOR. SITE CONDITIONS MAY HAVE CHANGED SINCE THE SURVEY WAS PREPARED. CONTRACTORS TO VISIT SITE TO FAMILIARIZE THEMSELVES WITH THE CURRENT CONDITIONS.

2. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN.



FOR CONTINUATION SEE SHEET 1.2



ORIGINAL ISSUE DATE: 05-26-2023 NO. DATE DESCRIPTION 1 05-26-23 REVISED PER CLIENT COMMENT 2 07-25-23 REVISED PER CITY REVIEW		REVISIONS	
		NO.	DATE
PROJECT NO. 2303	PROJECT ADDRESS 7325 JAMES AVENUE	DATE 05-26-23	SCALE
DESIGNED BY	CHECKED BY	DATE	SCALE
DRAWN BY	DATE	SCALE	SCALE
EXISTING CONDITIONS PLAN - AREA 1 WOODLAND GLEN - DARIEN		ILLINOIS	
7325 James Avenue 630.774.8200 phone www.v3co.com		DRAWING NO. 1.1	

NOTES:

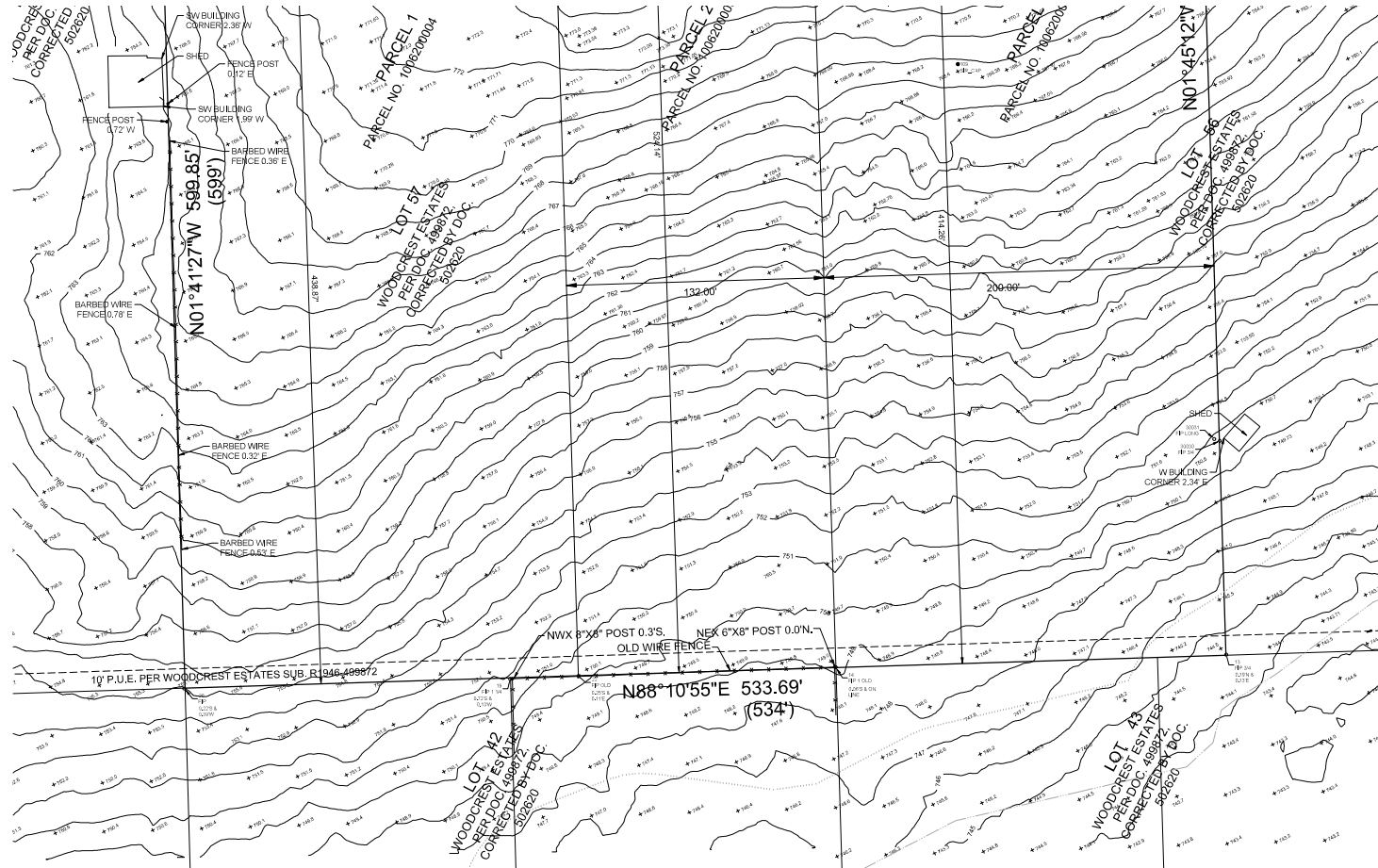
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V3 COMPANIES, LTD.
7325 JAMES AVENUE
WOODRIDGE, IL 60517

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2. ALL EXISTING TOPOGRAPHY, UNDERGROUND UTILITIES, STRUCTURES AND ASSOCIATED FACILITIES SHOWN ON THESE DRAWINGS HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS AND ELEVATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHER FACILITIES, THE EXISTENCE OF WHICH ARE NOT PRESENTLY KNOWN.

FOR CONTINUATION SEE SHEET 1.1

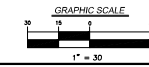


REVISIONS		DESCRIPTION
NO.	DATE	
1	05/04/2023	REVISED PER CLIENT COMMENT
2	07/25/23	REVISED PER CITY REVIEW

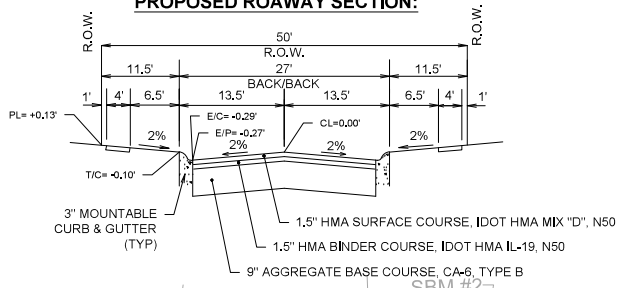
EXISTING CONDITIONS PLAN -
AREA 2
WOODLAND GLEN - DARIEN
DARIEN ILLINOIS

7325 James Avenue
8307748200 phone
www.v3co.com

DRAWING NO.
1.2



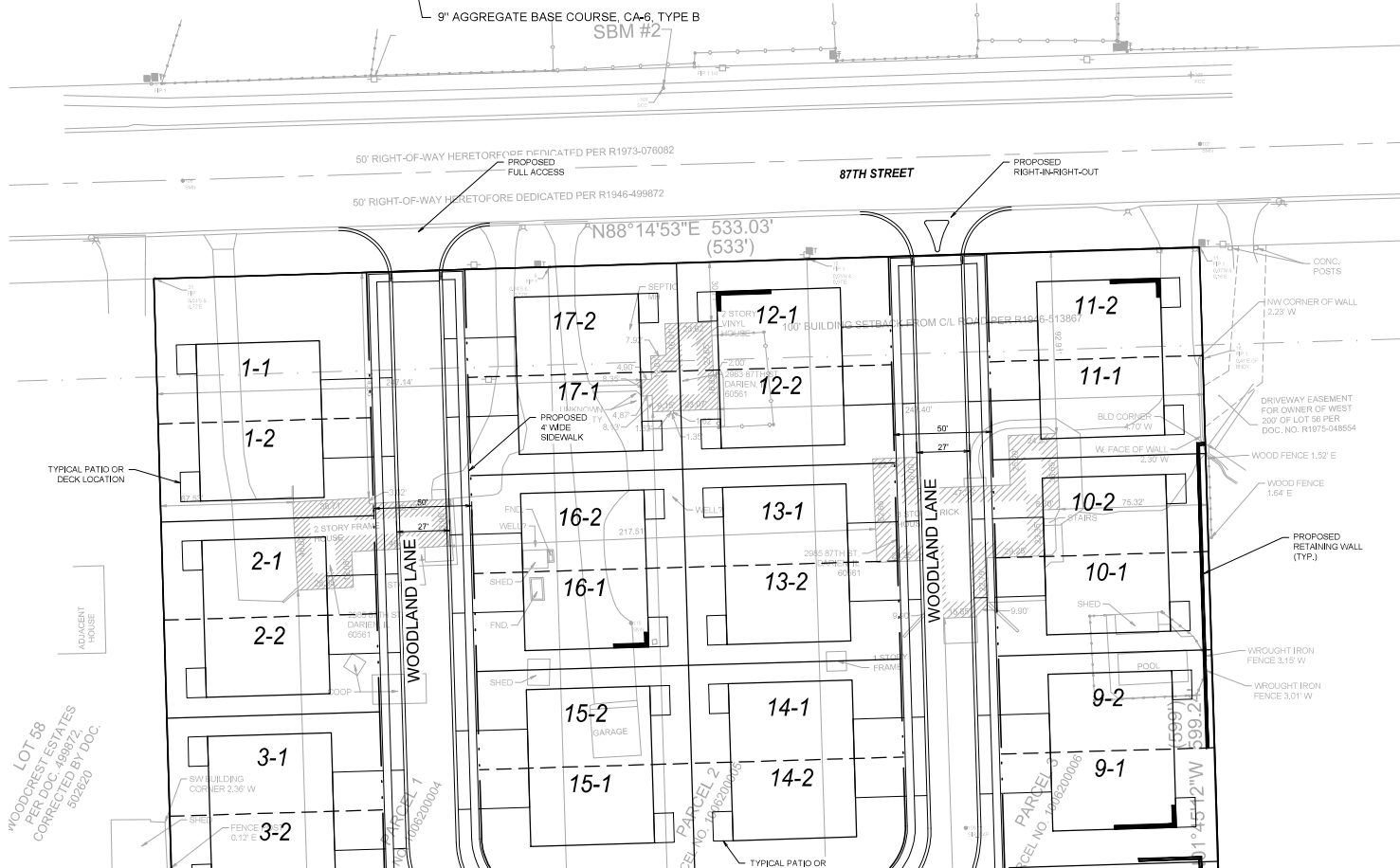
PROPOSED ROAWAY SECTION:



LEGEND		
EXISTING	PROPOSED	DESCRIPTION
---	---	RIGHT-OF-WAY LINE
---	---	PROPERTY LINE (EXTERIOR)
---	---	LOT LINE (INTERIOR)
---	---	EASEMENT LINE
---	---	FENCE LINE
---	---	CENTERLINE
---	---	CURB & GUTTER
---	---	DEPRESSED CURB & GUTTER
---	---	LIGHT STANDARD

NOTES:

- BUILDING DIMENSIONS SHOWN ARE TO OUTSIDE FACE OF BUILDING FOUNDATION UNLESS OTHERWISE NOTED.
- ON-STREET PARKING SHALL BE LIMITED TO ONE SIDE ONLY.
- ALL CURB AND GUTTER SHALL BE M3.12 UNLESS OTHERWISE NOTED.
- SEE PRELIMINARY PLAT OF P.U.D. FOR EASEMENT PROVISIONS.



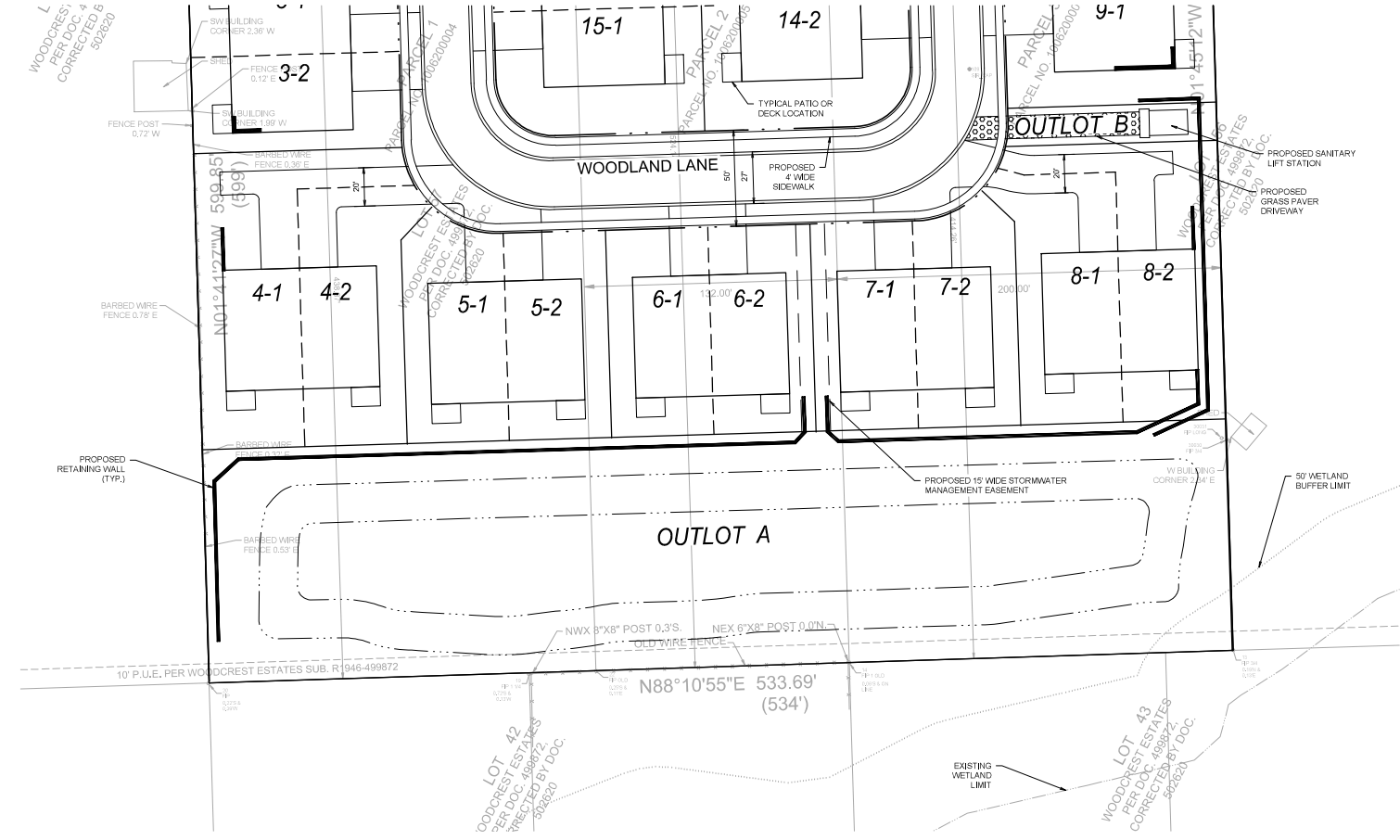
FOR CONTINUATION SEE SHEET 2.2

REVISIONS	
NO.	DATE
1	05-24-2023
2	07-25-23
DESCRIPTION	
1	REVISED PER CLIENT COMMENT
2	REVISED PER CITY REVIEW
PROJECT NO.	508
PROJECT ADDRESS	7325 Janna Avenue
SAK	833.724.9200
DATE	05/24/2023
DESIGNED BY	WWW.VFCO.COM
DRAWN BY	
ANS	
PRELIMINARY LAYOUT PLAN - AREA 1	
WOODLAND GLEN - DARIEN	
DARIEN ILLINOIS	
7325 Janna Avenue 833.724.9200 phone www.vfco.com	
DRAWING NO. 2.1	

EXISTING	PROPOSED	DESCRIPTION
(Symbol)	(Symbol)	RIGHT-OF-WAY LINE
(Symbol)	(Symbol)	PROPERTY LINE (EXTERIOR)
(Symbol)	(Symbol)	LOT LINE (INTERIOR)
(Symbol)	(Symbol)	EASEMENT LINE
(Symbol)	(Symbol)	FENCE LINE
(Symbol)	(Symbol)	CENTERLINE
(Symbol)	(Symbol)	CURB & GUTTER
(Symbol)	(Symbol)	DEPRESSED CURB & GUTTER
(Symbol)	(Symbol)	LIGHT STANDARD

- NOTES:**
- BUILDING DIMENSIONS SHOWN ARE TO OUTSIDE FACE OF BUILDING FOUNDATION UNLESS OTHERWISE NOTED.
 - ON-STREET PARKING SHALL BE LIMITED TO ONE SIDE ONLY.
 - ALL CURB AND GUTTER SHALL BE M3.12 UNLESS OTHERWISE NOTED.
 - SEE PRELIMINARY PLAT OF P.U.D. FOR EASEMENT PROVISIONS.

FOR CONTINUATION SEE SHEET 2.1



PRELIMINARY LAYOUT PLAN - AREA 2	
WOODLAND GLEN - DARIEN	
DARIEN, ILLINOIS	
PROJECT NO. S23	DATE
ISSUE APPROVED	DATE
DESIGNED BY	DATE
CHECKED BY	DATE
SCALE	DATE
TASK	DATE
ANS	DATE

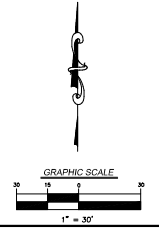
REVOLUTIONS

NO.	DATE	DESCRIPTION
1	05-26-2023	REVISED PER CLIENT COMMENT
2	07-23-23	REVISED PER CITY REVIEW

ORIGINAL ISSUE DATE: 05-26-2023

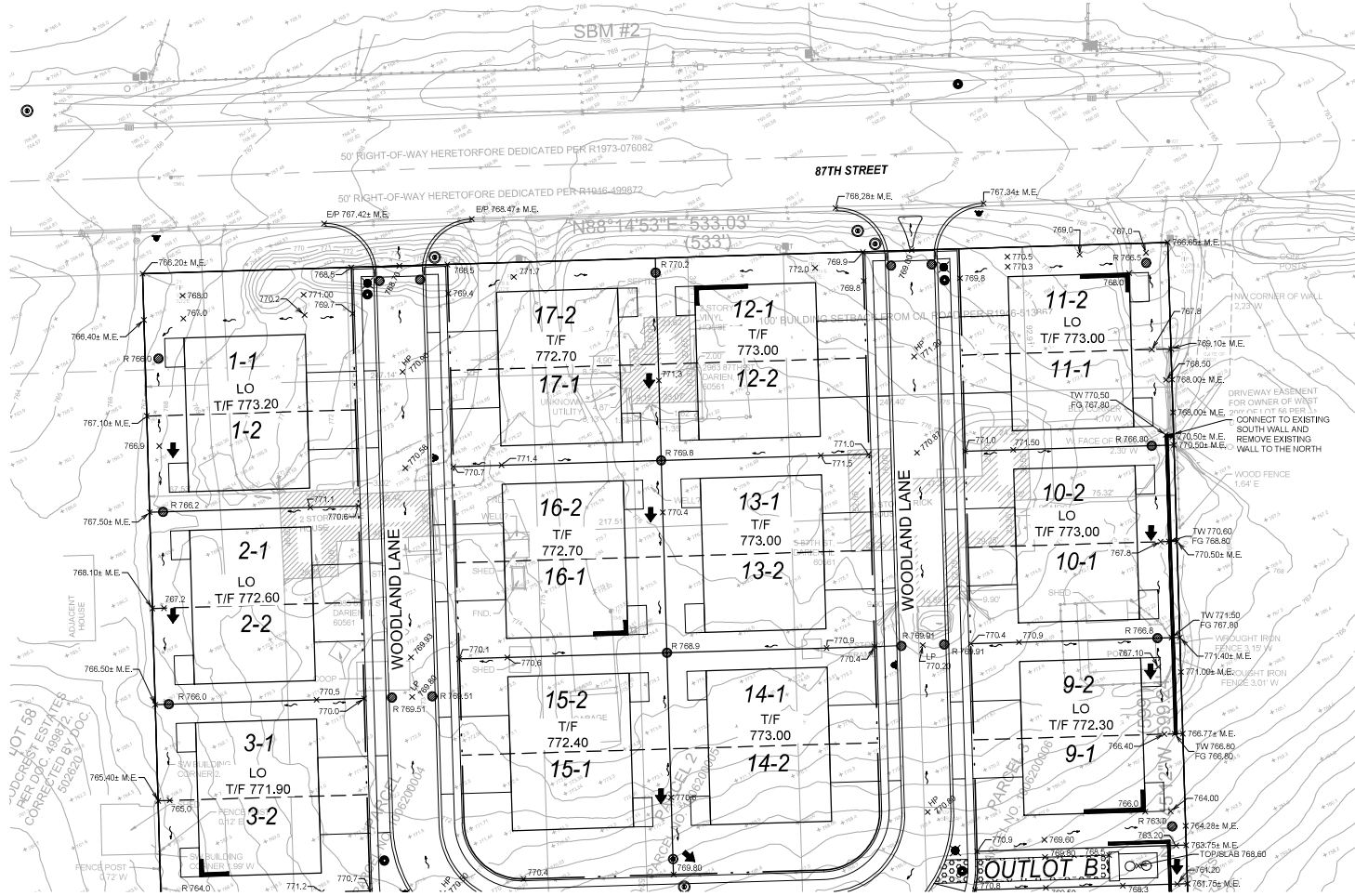
7325 Jane Avenue
 833.724.9200 phone
 www.vstco.com

DRAWING NO. **2.2**



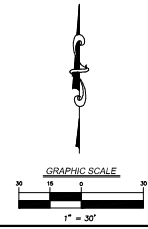
NOTES:

1. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOPSOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.
2. "R" INDICATES RIM ELEVATION OF ALL STRUCTURES LOCATED OUTSIDE THE CURB LINE. FOR STRUCTURES LOCATED WITHIN THE CURB LINE, "R" INDICATES TOP OF CURB ELEVATION.
3. SPOT ELEVATIONS ALONG CURBS REFLECTS TOP OF CURB (T/C) ELEVATIONS.
4. ALL PROPOSED SIDEWALK SLOPES TO BE CONSTRUCTED TO MEET LOCAL AND STATE ACCESSIBILITY REQUIREMENTS.



FOR CONTINUATION SEE SHEET 3.2

407158
ADDRESS ESTIMATED
PER DDC APPROXIMATE
CORRECTED BY DDC
02/28/2012



<p>PRELIMINARY GRADING PLAN - AREA 1</p> <p>WOODLAND GLEN - DARIEN</p> <p>DARIEN ILLINOIS</p>		<p>PROJECT NO. 033</p> <p>PROJECT ADDRESS 7325 Janna Avenue</p> <p>DESIGNED BY SAK</p> <p>DRAWN BY TJK</p> <p>CHECKED BY MRS</p>	<p>ORIGINAL ISSUE DATE: 05-26-2023</p> <p>NO. DATE</p> <p>1 05-26-23 REVISION PER CLIENT COMMENT</p> <p>2 07-25-23 REVISION PER CITY REVIEW</p>
<p>7325 Janna Avenue 833.774.9200 PHONE www.vstco.com</p>		<p>DRAWING NO.</p> <p>3.1</p>	

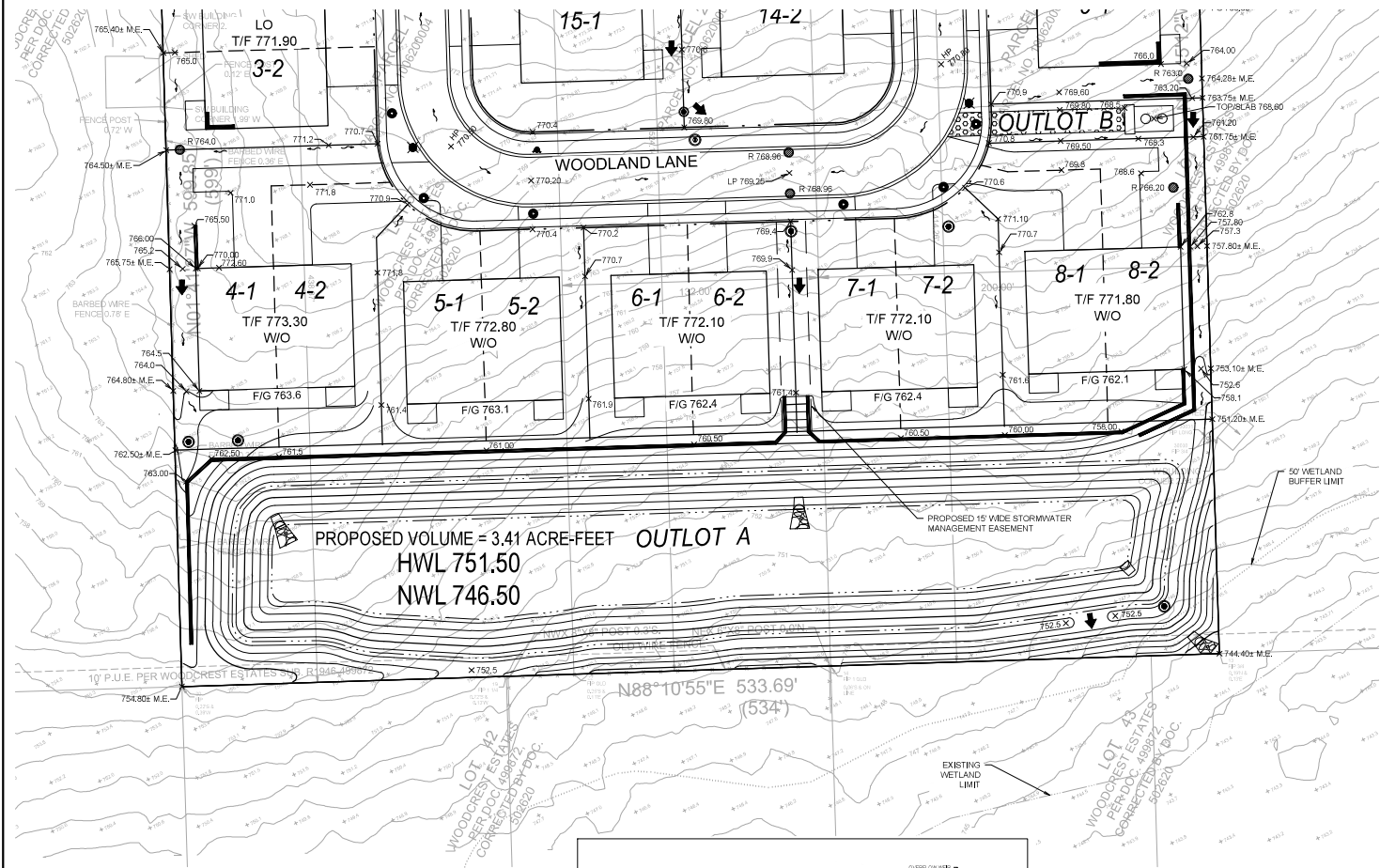
FOR CONTINUATION SEE SHEET 3.1

NOTES:

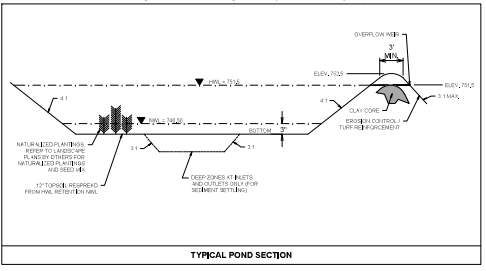
1. ALL ELEVATIONS SHOWN DEPICT FINISHED GRADE UNLESS OTHERWISE NOTED. SUBTRACT TOP SOIL THICKNESS OR PAVEMENT SECTION TO ESTABLISH SUBGRADE ELEVATIONS.
2. "R" INDICATES RIM ELEVATION OF ALL STRUCTURES LOCATED OUTSIDE THE CURB LINE. FOR STRUCTURES LOCATED WITHIN THE CURB LINE, "R" INDICATES TOP OF CURB ELEVATION.
3. SPOT ELEVATIONS ALONG CURBS REFLECTS TOP OF CURB (T/C) ELEVATIONS.
4. ALL PROPOSED SIDEWALK SLOPES TO BE CONSTRUCTED TO MEET LOCAL AND STATE ACCESSIBILITY REQUIREMENTS.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	RIGHT-OF-WAY LINE
---	---	PROPERTY LINE (EXTERIOR)
---	---	LOT LINE (INTERIOR)
---	---	EASEMENT LINE
---	---	FENCE LINE
---	---	CENTERLINE
---	---	CURB & GUTTER
---	---	DEPRESSED CURB & GUTTER
---	---	UTILITY STRUCTURE WITH CLOSED LID
---	---	CURB INLET
---	---	DRAINAGE STRUCTURE WITH OPEN LID
---	---	FIRE HYDRANT
---	---	VALVE IN VALVE BOX
---	---	GATE VALVE IN VALVE VAULT
---	---	FLARED END SECTION (F.E.S.)
---	---	LIGHT STANDARD
---	---	CONTOUR
---	---	SPOT ELEVATION
---	---	STORMWATER FLOW DIRECTION
---	---	STORMWATER OVERFLOW ROUTE

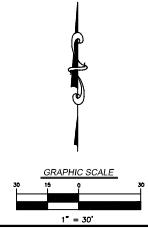


PROPOSED VOLUME = 3.41 ACRE-FEET
 HWL 751.50
 NWL 746.50



NOTES:

1. THE DETENTION BASIN AND ADJACENT EMBANKMENT AREA SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE SOILS REPORT AND SPECIFICATIONS HEREIN.
2. THE CLAY CORE SHALL BE CONSTRUCTED AS REQUIRED BY THE SOILS CONSULTANT. THE MATERIAL MUST BE IDENTIFIED AND SAMPLED PRIOR TO BEGINNING WORK.
3. A PROFESSIONAL ENGINEER FROM A QUALIFIED SOILS CONSULTANT MUST BE PRESENT DURING THE CONSTRUCTION OF THIS EMBANKMENT. A STRUCTURAL ENGINEER MUST CERTIFY THE STRUCTURE UPON COMPLETION.
4. DIMENSIONS AND SIZE OF THE CLAY CORE INCLUDING KEY (IF NECESSARY), SHALL BE PROVIDED BY THE SOILS CONSULTANT PRIOR TO START OF CONSTRUCTION.
5. EMBANKMENT FILL SHALL CONSIST OF COHESIVE SOIL.
6. COMPACTION OF THE EMBANKMENT SHALL BE CONSTRUCTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY AS DETERMINED BY THE MOCHIFIED PROCTOR TEST (ASTM D 1557) AND SHALL BE PLACED IN APPROXIMATE 6 INCH LIFTS.



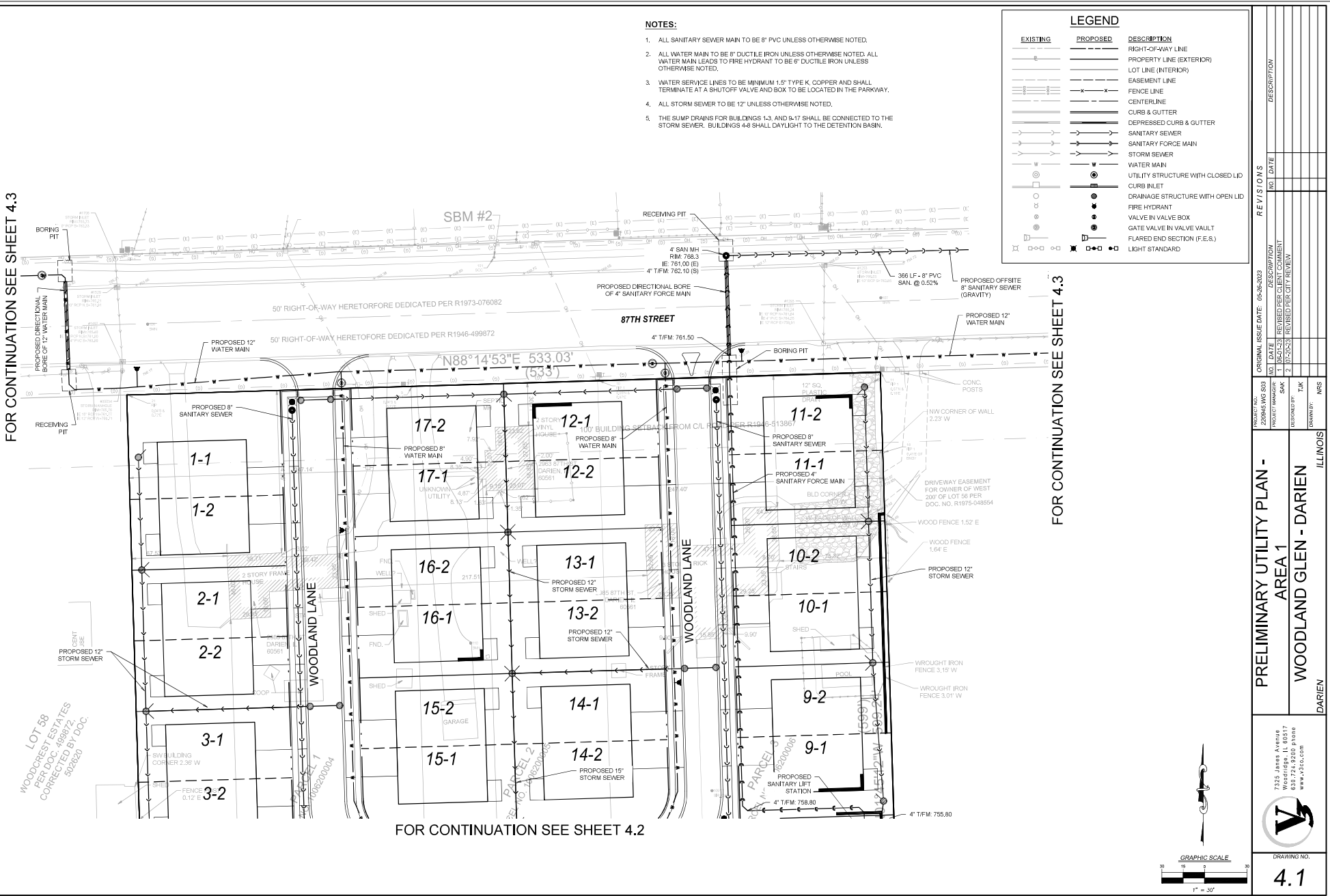
PRELIMINARY GRADING PLAN - AREA 2
WOODLAND GLEN - DARIEN
 DARIEN ILLINOIS

NO.	DATE	DESCRIPTION
1	10/20/23	REVISED PER CLIENT COMMENT
2	07/25/23	REVISED PER CITY REVIEW

PROJECT NO.: 2303
 PROJECT ADDRESS: 7325 JARVIS AVENUE
 DARIEN, ILLINOIS 60015
 DRAWING NO.: 3.2

FOR CONTINUATION SEE SHEET 4.3

WOODCREST ESTATES
PER D.C. 480872
CORRECTED BY D.C.
502820



FOR CONTINUATION SEE SHEET 4.2

NOTES:

1. ALL SANITARY SEWER MAIN TO BE 8" PVC UNLESS OTHERWISE NOTED.
2. ALL WATER MAIN TO BE 8" DUCTILE IRON UNLESS OTHERWISE NOTED. ALL WATER MAIN LEADS TO FIRE HYDRANT TO BE 6" DUCTILE IRON UNLESS OTHERWISE NOTED.
3. WATER SERVICE LINES TO BE MINIMUM 1.2" TYPE K COPPER AND SHALL TERMINATE AT A SHUTOFF VALVE AND BOX TO BE LOCATED IN THE PARKWAY.
4. ALL STORM SEWER TO BE 12" UNLESS OTHERWISE NOTED.
5. THE SUMP DRAINS FOR BUILDINGS 1-3, AND 5-17 SHALL BE CONNECTED TO THE STORM SEWER. BUILDINGS 4-8 SHALL DAYLIGHT TO THE DETENTION BASIN.

LEGEND

EXISTING	PROPOSED	DESCRIPTION
---	---	RIGHT-OF-WAY LINE
---	---	PROPERTY LINE (EXTERIOR)
---	---	LOT LINE (INTERIOR)
---	---	EASEMENT LINE
---	---	FENCE LINE
---	---	CENTERLINE
---	---	CURB & GUTTER
---	---	DEPRESSED CURB & GUTTER
---	---	SANITARY SEWER
---	---	SANITARY FORCE MAIN
---	---	STORM SEWER
---	---	WATER MAIN
---	---	UTILITY STRUCTURE WITH CLOSED LID
---	---	CURB INLET
---	---	DRAINAGE STRUCTURE WITH OPEN LID
---	---	FIRE HYDRANT
---	---	VALVE IN VALVE BOX
---	---	GATE VALVE IN VALVE VAULT
---	---	FLARED END SECTION (F.E.S.)
---	---	LIGHT STANDARD

FOR CONTINUATION SEE SHEET 4.3

PRELIMINARY UTILITY PLAN - AREA 1
WOODLAND GLEN - DARIEN
DARIEN ILLINOIS

PROJECT NO. 503
PROJECT ADDRESS
SHEET NO. 1
DATE 05/24/23
REVISIONS

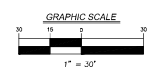
NO.	DATE	DESCRIPTION
1	05/24/23	REVISED PER CLIENT COMMENT
2	07/25/23	REVISED PER CITY REVIEW

ORIGINAL ISSUE DATE: 05/24/2023

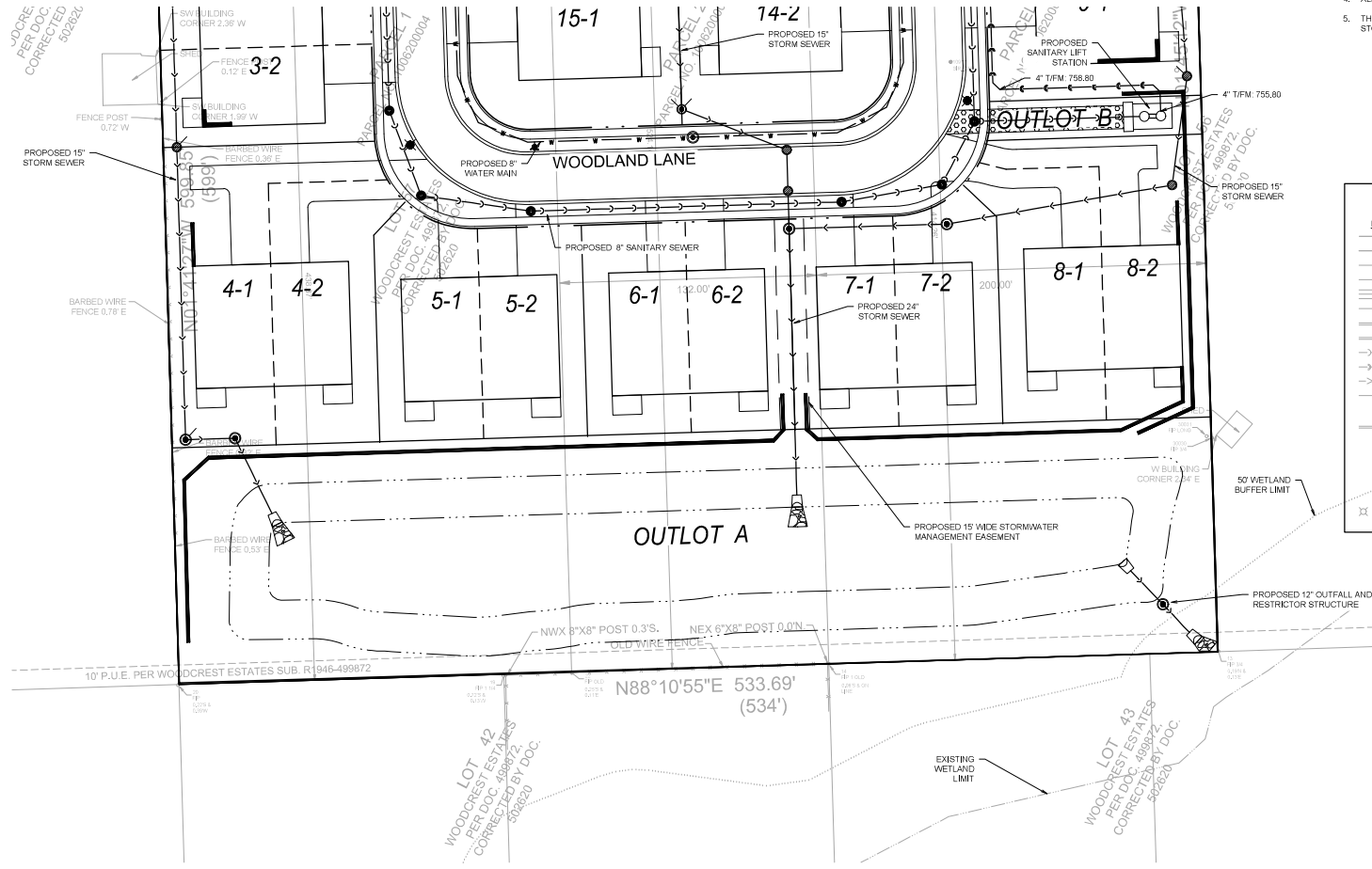
DRAWN BY: []
CHECKED BY: []
DATE: []

7325 Janna Avenue
833.724.9200 phone
www.vstco.com

DRAWING NO. **4.1**



FOR CONTINUATION SEE SHEET 4.1



NOTES:

1. ALL SANITARY SEWER MAIN TO BE 6" PVC UNLESS OTHERWISE NOTED.
2. ALL WATER MAIN TO BE 6" DUCTILE IRON UNLESS OTHERWISE NOTED. ALL WATER MAIN LEADS TO FIRE HYDRANT TO BE 6" DUCTILE IRON UNLESS OTHERWISE NOTED.
3. WATER SERVICE LINES TO BE MINIMUM 1.5" TYPE K, COPPER AND SHALL TERMINATE AT A SHUTOFF VALVE AND BOX TO BE LOCATED IN THE PARKWAY.
4. ALL STORM SEWER TO BE 12" UNLESS OTHERWISE NOTED.
5. THE SUMP DRAINS FOR BUILDINGS 4-3, AND 6-1 SHALL BE CONNECTED TO THE STORM SEWER, BUILDINGS 4-8 SHALL DAYLIGHT TO THE DETENTION BASIN.

LEGEND		DESCRIPTION
EXISTING	PROPOSED	
---	---	RIGHT-OF-WAY LINE
---	---	PROPERTY LINE (EXTERIOR)
---	---	LOT LINE (INTERIOR)
---	---	EASEMENT LINE
---	---	FENCE LINE
---	---	CENTERLINE
---	---	CURB & GUTTER
---	---	DEPRESSED CURB & GUTTER
---	---	SANITARY SEWER
---	---	SANITARY FORCE MAIN
---	---	STORM SEWER
---	---	WATER MAIN
---	---	UTILITY STRUCTURE WITH CLOSED LID
---	---	CURB INLET
---	---	DRAINAGE STRUCTURE WITH OPEN LID
---	---	FIRE HYDRANT
---	---	VALVE IN VALVE BOX
---	---	GATE VALVE IN VALVE VAULT
---	---	FLARED END SECTION (F.E.S.)
---	---	LIGHT STANDARD

REVISIONS		NO.	DATE	DESCRIPTION

PROJECT NO.	DATE	ISSUE	BY	CHECKED	DATE

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	10/24/23	REVISED PER CLIENT COMMENT			
2	07/25/23	REVISED PER CITY REVIEW			

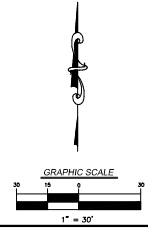
PROJECT NO.	DATE	ISSUE	BY	CHECKED	DATE

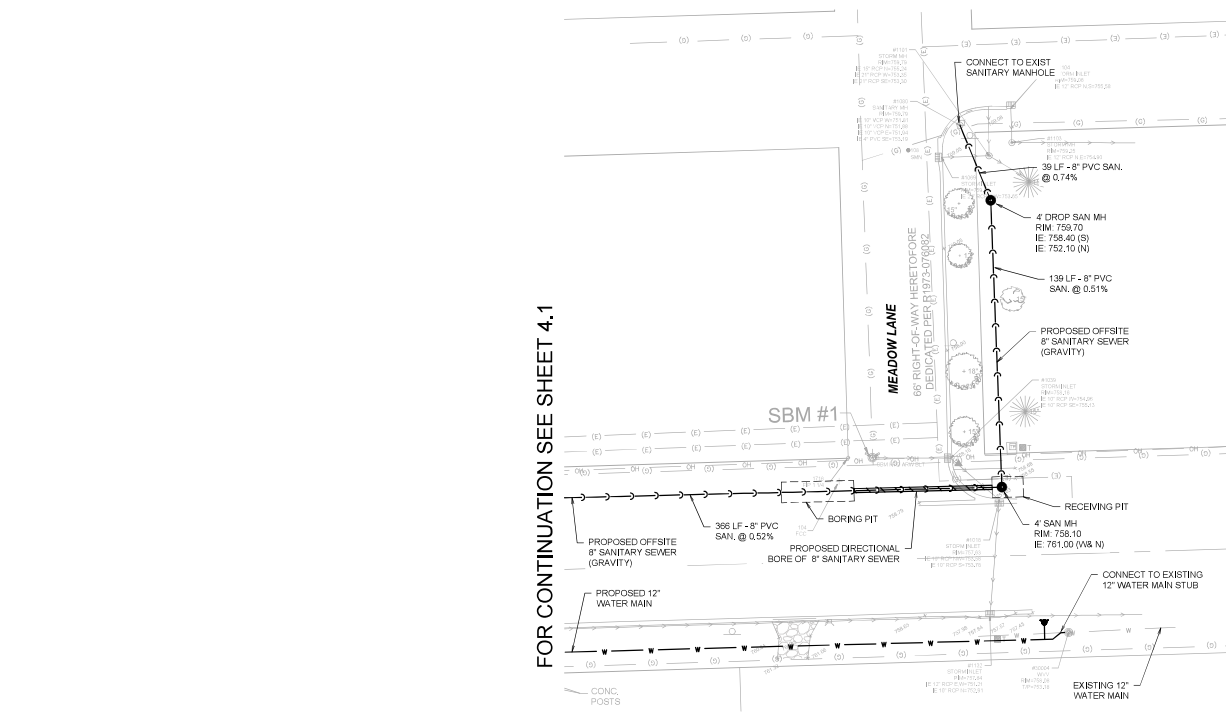
NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION

PRELIMINARY UTILITY PLAN -
AREA 2
WOODLAND GLEN - DARIEN
DARIEN ILLINOIS

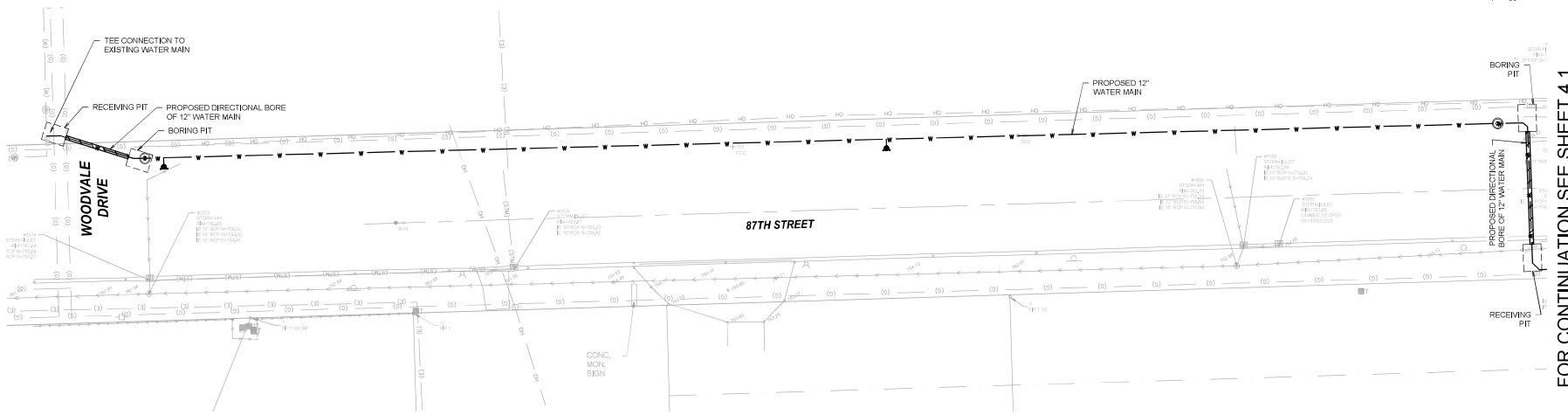
7325 Janes Avenue
833.724.9200 phone
www.vstco.com

DRAWING NO.
4.2





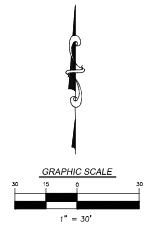
FOR CONTINUATION SEE SHEET 4.1



FOR CONTINUATION SEE SHEET 4.1

LEGEND		
EXISTING	PROPOSED	DESCRIPTION
---	---	RIGHT-OF-WAY LINE
---	---	PROPERTY LINE (EXTERIOR)
---	---	LOT LINE (INTERIOR)
---	---	BASEMENT LINE
---	---	FENCE LINE
---	---	CENTERLINE
---	---	CURB & GUTTER
---	---	DEPRESSED CURB & GUTTER
---	---	SANITARY SEWER
---	---	SANITARY FORCE MAIN
---	---	STORM SEWER
---	---	WATER MAIN
---	---	UTILITY STRUCTURE WITH CLOSED LID
---	---	CURB INLET
---	---	DRAINAGE STRUCTURE WITH OPEN LID
---	---	FIRE HYDRANT
---	---	VALVE IN VALVE BOX
---	---	GATE VALVE IN VALVE VAULT
---	---	FLARED END SECTION (F.E.S.)
---	---	LIGHT STANDARD

- NOTES:**
1. ALL SANITARY SEWER MAIN TO BE 8" PVC UNLESS OTHERWISE NOTED.
 2. ALL WATER MAIN TO BE 8" DUCTILE IRON UNLESS OTHERWISE NOTED. ALL WATER MAIN LEADS TO FIRE HYDRANT TO BE 6" DUCTILE IRON UNLESS OTHERWISE NOTED.
 3. WATER SERVICE LINES TO BE MINIMUM 1.5" TYPE K COPPER AND SHALL TERMINATE AT A SHUT OFF VALVE AND BOX TO BE LOCATED IN THE PARKWAY.
 4. ALL STORM SEWER TO BE 12" UNLESS OTHERWISE NOTED.
 5. THE SUMP DRAINS FOR BUILDINGS 1-3 AND 9-17 SHALL BE CONNECTED TO THE STORM SEWER. BUILDINGS 4-8 SHALL DAYLIGHT TO THE DETENTION BASIN.



REVISIONS		NO.	DATE	DESCRIPTION
1	ISSUE	1	05/24/23	REVISED PER CLIENT COMMENT
2	REVISED	2	07/25/23	REVISED PER CITY REVIEW

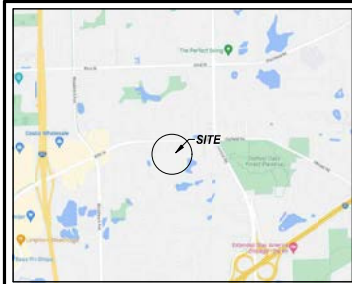
PRELIMINARY OFFSITE UTILITY
 PLAN - AREA 3
 WOODLAND GLEN - DARIEN
 DARIEN ILLINOIS

7325 Janna Avenue
 833.724.9200 phone
 www.vtec.com



DRAWING NO.

4.3



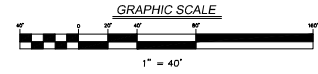
DEVELOPER
Woodland Glen Development, LLC
6432 Joliet Road, Suite B
Countryside, Illinois 60525
708-482-0860
Contact: Don Stevens

SURVEYOR
V3 Companies, Ltd.
7325 Janes Avenue
Woodridge, Illinois 60517
630 724 9200
Project Manager: Chris Bartosz
cbartosz@v3co.com

PRELIMINARY PLAT OF SUBDIVISION OF WOODLAND GLEN - DARIEN

PART OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11
EAST OF THE THIRD PRINCIPAL MERIDIAN IN DUPAGE COUNTY, ILLINOIS.

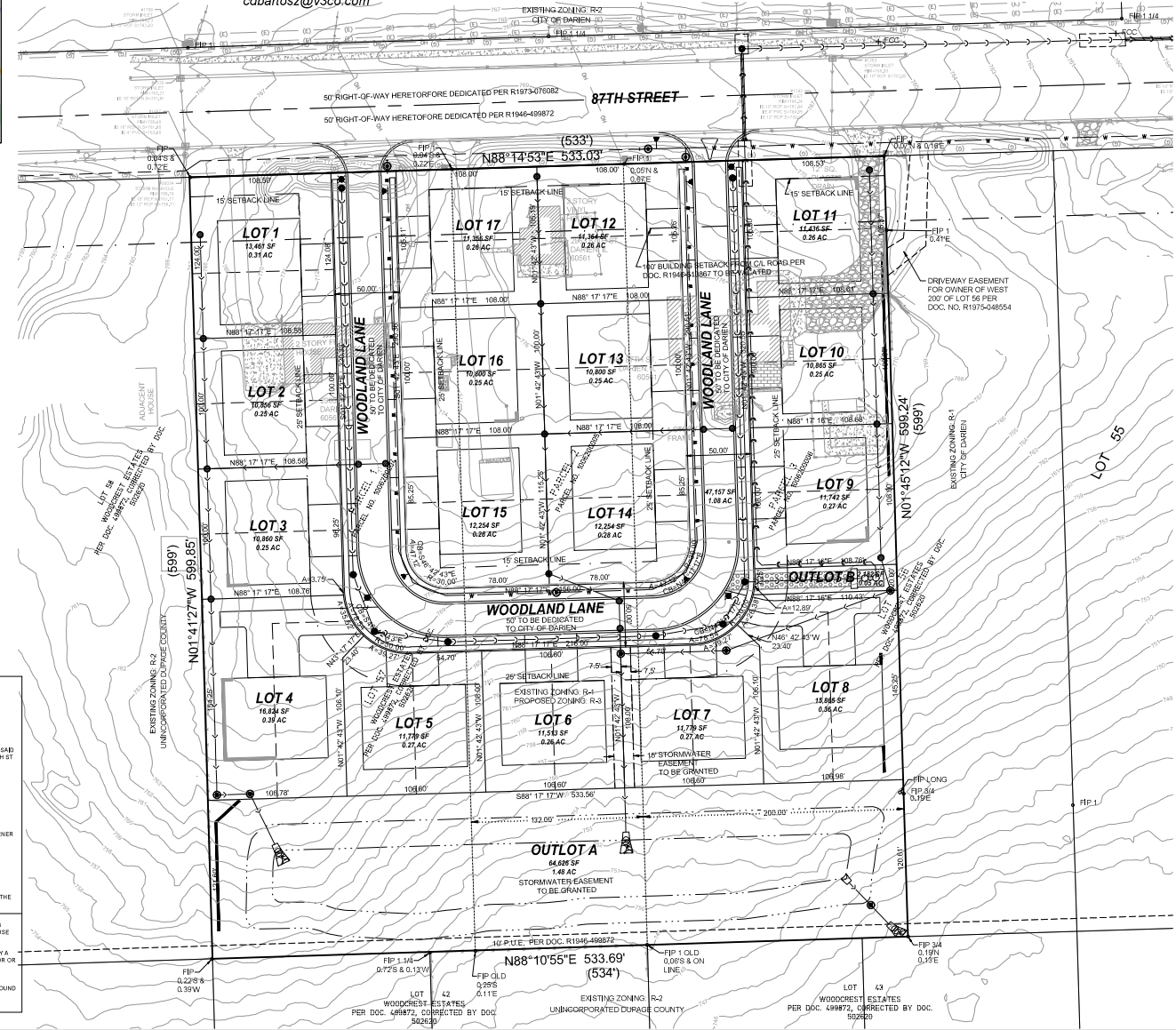
OWNERS
PARCEL 1: MARIA SCULLO
502 REDONDO DR. UNIT 408, DOWNERS GROVE IL 60516-4699
PARCEL 2: MARIA SCULLO & FERMO SCULLO
502 REDONDO DR. UNIT 408, DOWNERS GROVE IL 60516-4699
PARCEL 3: JULIAN SAVIOR
2841 W. 87TH ST, DARIEN, IL 60561



BASIS OF BEARINGS
THE BASIS OF BEARINGS IS THE STATE PLANE COORDINATE SYSTEM (SPCS) NAD 83 (2011) ZONE 1201 (ILLINOIS EAST) WITH PROJECT ORIGIN AT LATITUDE 41°43'42.0682"N, LONGITUDE 88°01'35.5375"W, ELLIPSOIDAL HEIGHT 652.226 FT, GROUND SCALE FACTOR 1.0000491899. ALL MEASUREMENTS ARE ON THE GROUND.

FLOOD HAZARD NOTE

THIS PROPERTY IS IN AN AREA OF MINIMAL FLOOD HAZARD (ZONE X) AS DEFINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF DARIEN CITY, DUPAGE COUNTY, ILLINOIS (COMMUNITY PANEL NO. 170430257). EFFECTIVE DATE 08/07/05.



VICINITY MAP
NOT TO SCALE

LEGAL DESCRIPTION

PARCEL 1: LOT 57 (EXCEPT THE EAST 132 FEET THEREOF) IN WOODCREST ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1946 AS DOCUMENT 496872 AND CORRECTION PLAT RECORDED JULY 22, 1946 AS DOCUMENT 502620 AND CERTIFICATE OF CORRECTION FILED JANUARY 9, 1947 AS DOCUMENT 513867, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 132 FEET OF LOT 57 IN WOODCREST ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1946 AS DOCUMENT 496872 AND CORRECTED BY CERTIFICATE OF CORRECTION RECORDED JULY 22, 1946 AS DOCUMENT 502620, AND BY CERTIFICATE OF CORRECTION RECORDED JANUARY 9, 1947 AS DOCUMENT 513867, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 3: THE WEST 200 FEET OF LOT 57 IN WOODCREST ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST 1/4 OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN AND ALL OF THE NORTHEAST 1/4 OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1946 AS DOCUMENT 496872, AND CORRECTED BY PLAT RECORDED JULY 22, 1946 AS DOCUMENT 502620 AND CERTIFICATE OF CORRECTION FILED JANUARY 9, 1947 AS DOCUMENT 513867, IN DUPAGE COUNTY, ILLINOIS.

SITE DATA

FRONT YARD SETBACK = 25'	319,774 S.F.
SIDE YARD SETBACK = 10'	7,3410 AC.
REAR YARD SETBACK = 10'	
CORNER SIDE YARD SETBACK (87TH STREET) = 15'	

BENCHMARK

SOURCE:
STATION DESIGNATION: 023
ESTABLISHED BY: DUPAGE COUNTY
DATE: 02/05/99

ELEVATION: 76.41 (MEASURED AND RECORDED)
DATUM: NAVD83
DESCRIPTION: FOUND BRASS DISK LOCATED ON CONCRETE BASE OF LIGHT POLE IN SOUTH END OF ISLAND LOCATED AT THE FIRST ENTRANCE OF SHOPPING CENTER ON NORTHEAST SIDE OF 87TH ST. SAID ENTRANCE BEING LOCATED APPROXIMATELY 500 TO THE NORTHEAST OF THE INTERSECTION OF 87TH ST AND WOODLAND AVE.

FILE:
BENCHMARK 1
ESTABLISHED BY: V3 COMPANIES
DATE: 02/05/2023

ELEVATION: 761.23 (MEASURED)
DATUM: NAVD83
DESCRIPTION: NORTHERLY TOP FLANGE BOLT OF FIRE HYDRANT LOCATED AT THE NORTHWEST CORNER OF MEADOW AVE. AND 87TH ST. 7/4" OF 6-WAY VALVE AND 7" E. OF 6-WAY VALVE.

BENCHMARK 2 V3 CPN151
ESTABLISHED BY: V3 COMPANIES
DATE: 03/09/2023

ELEVATION: 770.28 (MEASURED)
DATUM: NAVD83
DESCRIPTION: SET OUT CROSS IN SIDEWALK ON NORTH SIDE OF BOUGHTON AND 488 FEET WEST OF THE CENTERLINE OF MEADOW AVENUE.

THE ELEVATIONS ABOVE WERE KNOWN TO BE ACCURATE AT THE TIME THEY WERE ESTABLISHED. V3 DOES NOT CERTIFY TO THE ACCURACY THEREAFTER. NOW ASSUMES RESPONSIBILITY FOR THE MISUSE OR MISINTERPRETATION OF THE INFORMATION SHOWN HEREON.

IT IS ADVISED THAT ALL OF THE ABOVE ELEVATIONS BE CHECKED BETWEEN EACH OTHER AND VERIFY A MINIMUM OF 3 SURROUNDING UTILITY HIM ELEVATIONS AND ANY ADJACENT BUILDINGS FINISHED FLOOR OR TOP OF FOUNDATION ELEVATIONS SHOWN HEREON. PRIORS TO ANY WORK OR COMMENCEMENT OF ANY CONSTRUCTION OR OTHER WORK.

PERSONS USING THIS INFORMATION ARE TO CONTACT V3 IMMEDIATELY WITH ANY OBSERVATIONS FOUND PRIOR TO THE START OF ANY WORK.

LEGEND

Symbol	Symbol	Symbol	Symbol
...

ABBREVIATIONS

Symbol	Symbol	Symbol	Symbol
...

SURVEYOR CERTIFICATE

STATE OF ILLINOIS)
COUNTY OF DUPAGE) SS

I, CHRISTOPHER D. BARTOSZ, AN ILLINOIS PROFESSIONAL LAND SURVEYOR DO HEREBY CERTIFY THAT THE PLAT HEREON DRAWN WAS PREPARED AS AND UNDER MY DIRECTION. ALL DIMENSIONS SHOWN ARE IN FEET AND DECIMAL PARTS THEREOF.

GIVEN UNDER MY HAND AND SEAL THIS 30TH DAY OF MAY, A.D., 2023.

Christopher D. Bartosz
CHRISTOPHER D. BARTOSZ
ILLINOIS PROFESSIONAL LAND SURVEYOR NO. 35-3189
MY LICENSE EXPIRES ON NOVEMBER 30, 2024
V3 COMPANIES, LTD., PROFESSIONAL DESIGN FIRM NO. 184000902
THIS DESIGN FIRM NUMBER EXPIRES APRIL 30, 2025.
cdbs@v3co.com



V Engineers
Scientists
Surveyors

PREPARED FOR:
WOODLAND GLEN DEVELOPMENT, LLC
6432 JOLIET ROAD, SUITE B
COUNTRYSIDE, IL 60525
708-482-0860

REVISIONS

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
1	06-30-23	REVISED PER CLIENT REVIEW			
2	07-26-23	REVISED PER CITY REVIEW			

PRELIMINARY PLAT OF SUBDIVISION
WOODLAND GLEN - DARIEN, IL

DRAFTING COMPLETED	05-15-23	DRAWN BY:	SPK	PROJECT MANAGER:	CDB
FIELD WORK COMPLETED	N/A	CHECKED BY:	CDB	SCALE:	1" = 40'

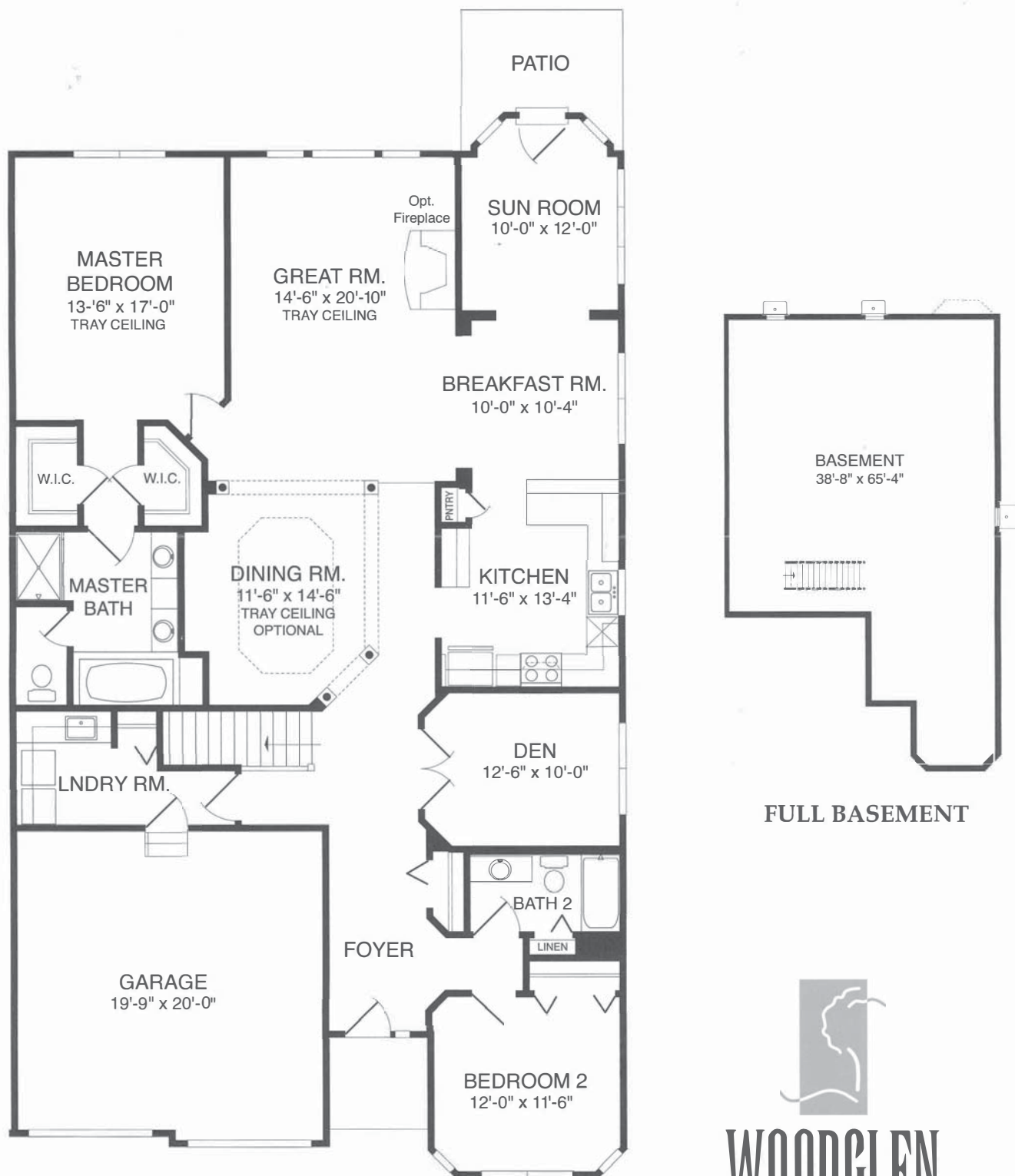
Project No: 220945.WG
Group No: VP04.2
SHEET NO. 1 of 1

MEMO

THE BERKSHIRE

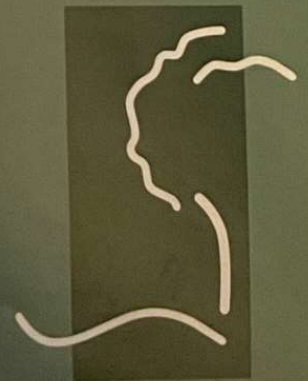
2,200 Sq. Ft.

A luxurious single level ranch home featuring 2 bedrooms plus den and corner sun room with french door to exterior patio or deck • 2 full baths • nine-foot ceilings spacious great room with tray ceiling • formal dining room with elegant columns and tray ceiling • gourmet kitchen including peninsula breakfast bar open to bright breakfast room • master bedroom suite with tray ceiling, 2 walk-in closets and luxurious master bath • large 1st floor laundry room with closet
2-car garage • full basement • exterior patio or deck



WOODGLEN

THE BERKSHIRE



WOODGLEN





TECHNICAL MEMORANDUM

DATE: May 24, 2023

TO: Don Stevens, Woodland Glen Development, LLC

FROM: Peter Reinhofer, P.E., V3 Companies

RE: **Proposed Multifamily Residential Technical Memorandum**
87th Street Parcels, Darien Illinois

V3 Companies has been retained by Woodland Glen Development, LLC to conduct a trip generation study for a proposed multifamily residential development located on currently-developed land west of the intersection of Lemont Road and Meadow Lane in Darien, Illinois. The site currently consists of three single family homes while the proposed redevelopment consists of 17 duplex buildings with a total of 34 dwelling units. Access to the site will be provided by two proposed driveways on 87th Street, a full access driveway and a right in/right out driveway. A site location map and conceptual site plan are attached.

The purpose of this Technical Memorandum is to evaluate the potential traffic impacts of the proposed multifamily residential redevelopment. This Technical Memorandum will evaluate the existing conditions around the site and estimate the number of vehicle trips generated by the proposed redevelopment.

Project Conditions

87th Street is an east-west roadway that is classified as a minor arterial and provides two travel lanes in each direction separated by a striped median that provides left turn access to local streets and residential driveways. 87th Street has a sidewalk along the north side of the roadway, a posted speed limit of 40 mph, and is under DuPage County jurisdiction.

Meadow Lane is north-south local street east of the site with one travel lane in each direction. The posted speed limit on Meadow Lane is 25 mph and is under Village jurisdiction.

Lemont Road is a north-south roadway that is classified as a minor arterial with two travel lanes in each direction. Lemont Road has a posted speed limit of 40 mph and is under DuPage County jurisdiction.

The intersection of 87th Street and Meadow Lane is unsignalized with stop control along the southbound approach of Meadow Lane. The eastbound approach provides one left turn lane and two through lanes while the westbound approach provides one through lane and one shared through/right turn lane. The southbound approach provides one shared left turn/right turn lane.

The intersection of 87th Street and Lemont Road is a signalized intersection. The northbound and southbound approaches of Lemont Road consist of one left turn lane, one through lane, and one shared through/right turn lane. The eastbound approach provides one left turn lane and one shared through/right turn lane while the

westbound approach provides one left turn lane, one through lane, and one right turn lane. There is a marked crosswalk along the west side of the intersection with sidewalk approaches and pedestrian signals.

The existing intersection lane configurations are included in the Exhibits.

Proposed Vehicle Trip Generation

The proposed residential redevelopment consists of a residential complex of up to 34 dwelling units. Project traffic is estimated using the Institute of Transportation Engineers (ITE) *Trip Generation Manual, 11th Edition*. The following land use categories are used to determine project traffic:

Single-Family Attached Housing (ITE Land Use Code 215) – Single-family attached housing includes any single-family housing unit that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space. The database for this land use includes duplexes (defined as a single structure with two distinct dwelling units, typically joined side-by-side and each with at least one outside entrance) and townhouses/rowhouses (defined as a single structure with three or more distinct dwelling units, joined side-by-side in a row and each with an outside entrance).

The *Trip Generation Manual, 11th Edition* estimates trip generation for each land use based on a peak period and an independent variable. In this case, the applicable variable is dwelling units for multi-family housing. The weekday am and weekday pm peak hour trip generation is calculated using either the average rate or fitted curve equation when available. The am and pm peak hour trip generation equations are selected for weekday, peak hour of adjacent street traffic for one hour from 7:00 am to 9:00 am and 4:00 pm to 6:00 pm.

A summary of trip generation for the proposed development is provided in Table 1.

Table 1: Trip Generation

LUC	LAND USE	SIZE	Weekday AM Peak			Weekday PM Peak		
			In	Out	Total	In	Out	Total
215	Single-Family Attached Housing	34 Dwelling Unit	3	9	12	10	6	16

It should be noted that the three existing single-family homes also generate vehicle trips access 87th Street from the three residential driveways. The three homes generate three vehicle trips during the weekday am peak hour and four vehicle trips during the weekday pm peak hour. This results in the proposed redevelopment only adding nine trips and twelve trips during the weekday am peak hour and weekday pm peak hour, respectively.

Access Evaluation

The proposed development will be accessed through one full access driveway and one right in/right out driveway on 87th Street. It is our understanding that there are no other known planned roadway improvements or developments that will impact the existing traffic patterns in the study area. Based on the redevelopment

only adding nine and twelve vehicle trips during the weekday peak hours and 87th Street providing a two-way left turn lane at the full access driveway, it is anticipated that this redevelopment will have minimal traffic impact on the local roadway network.

Conclusion

The purpose of this study is to evaluate the traffic generated by a proposed redevelopment of three existing single-family homes that are proposed to be developed with 17 duplex buildings with a total of 34 dwelling units. The site is located on 87th Street west of Meadow Lane. Access to the site will be provided by two proposed driveways on 87th Street, a full access driveway and a right in/right out driveway. 87th Street at the full access driveway includes a two-way left turn lane so left turn access is provided.

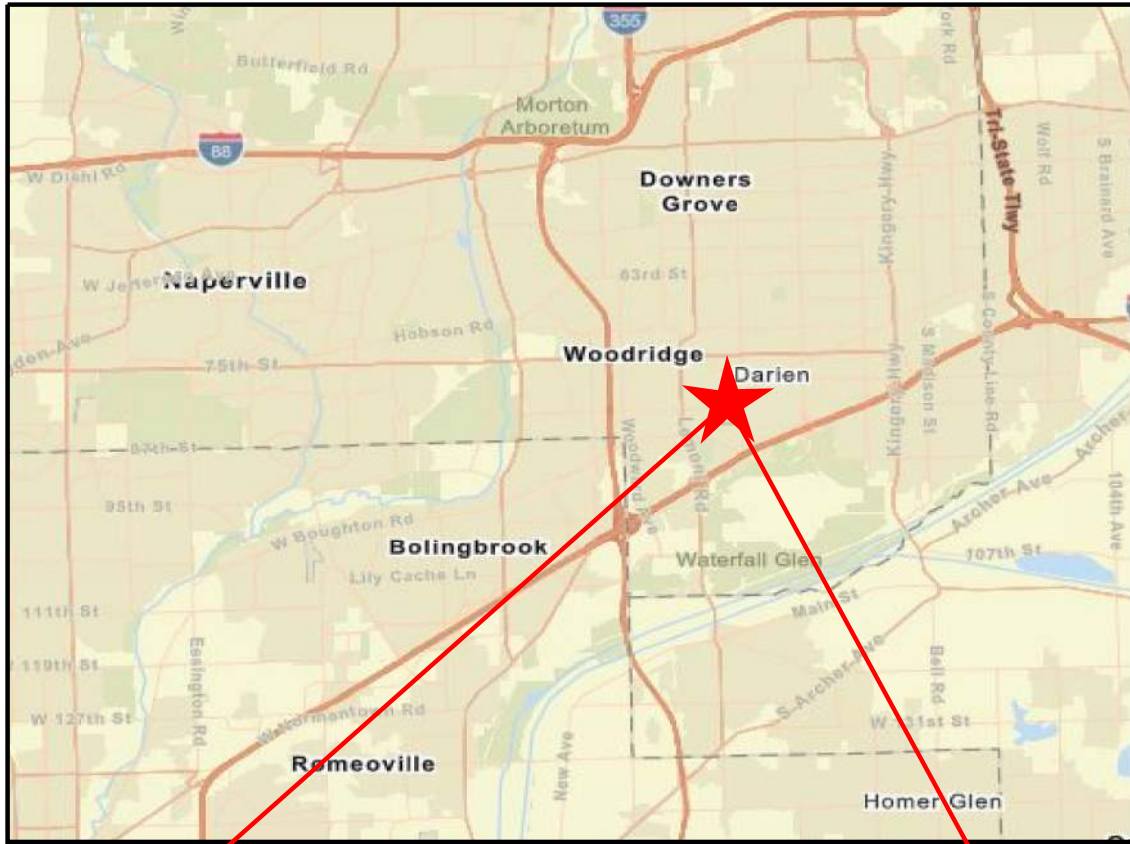
A trip generation evaluation was conducted, and based on the amount of vehicle trips generated by the proposed redevelopment, it is our professional opinion that the new traffic generated by the site will have minimal impact to the roadway network.

Exhibits

Site Location Map

Conceptual Site Plan

Existing Lane Configuration



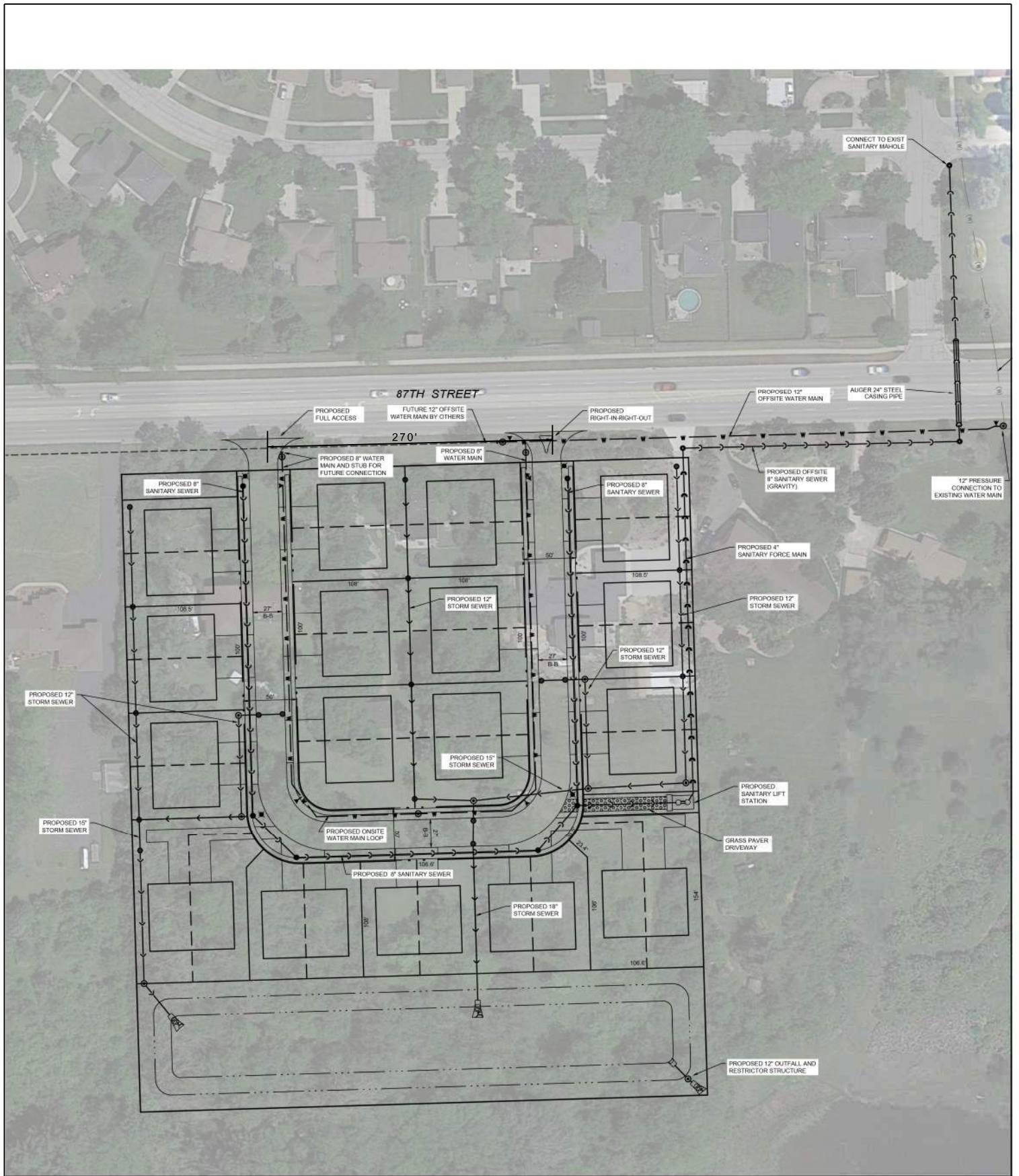
**MULTIFAMILY RESIDENTIAL
DEVELOPMENT**

**FIGURE 1
SITE LOCATION MAP**

DARIEN

ILLINOIS





NOT TO SCALE

MULTIFAMILY RESIDENTIAL DEVELOPMENT

FIGURE 2 CONCEPTUAL SITE PLAN

DARIEN

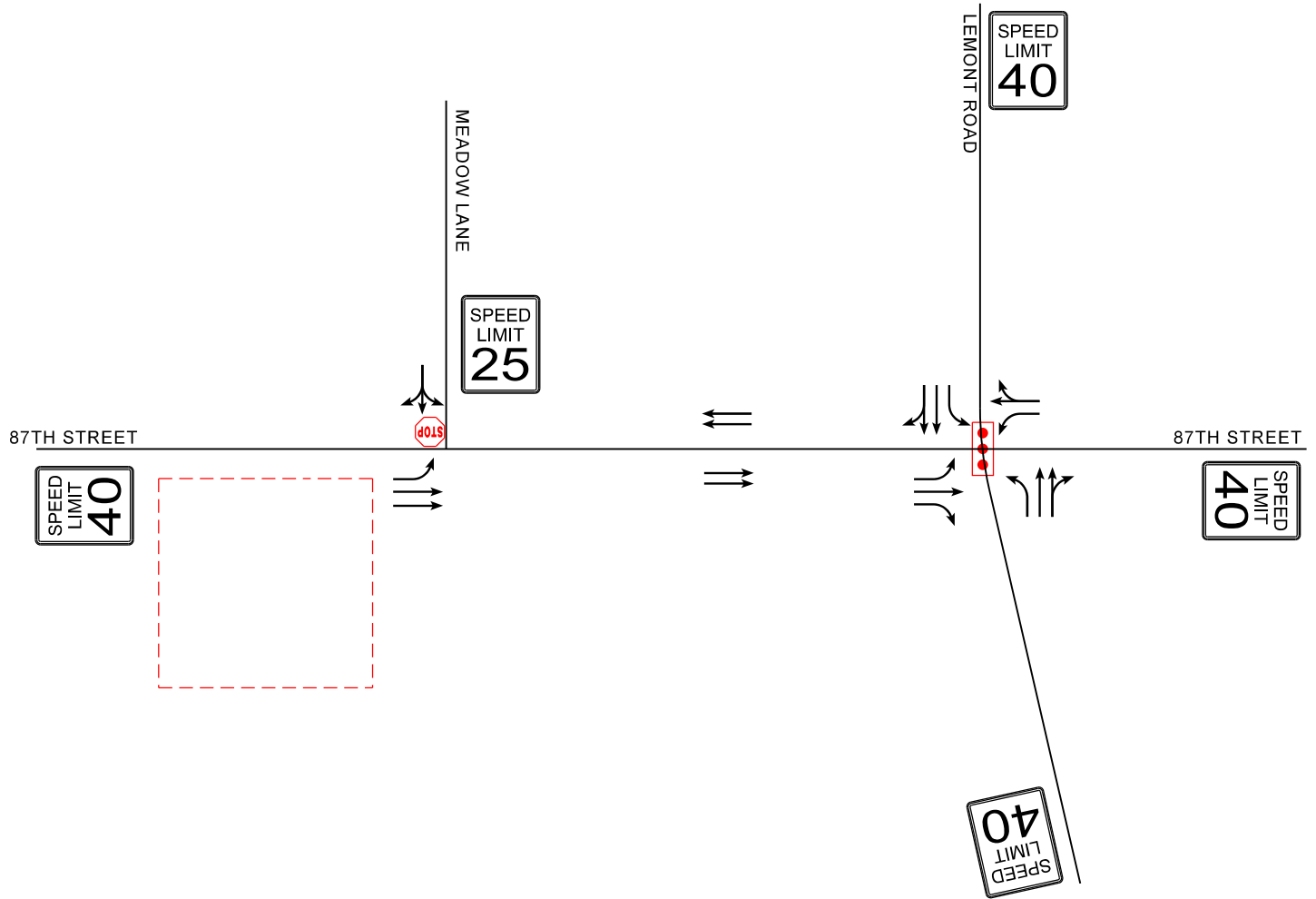
ILLINOIS



LEGEND

 - EXISTING TRAFFIC SIGNAL

 - EXISTING STOP SIGN



**MULTIFAMILY RESIDENTIAL
DEVELOPMENT**

EXISTING LANE CONFIGURATION

DARIEN

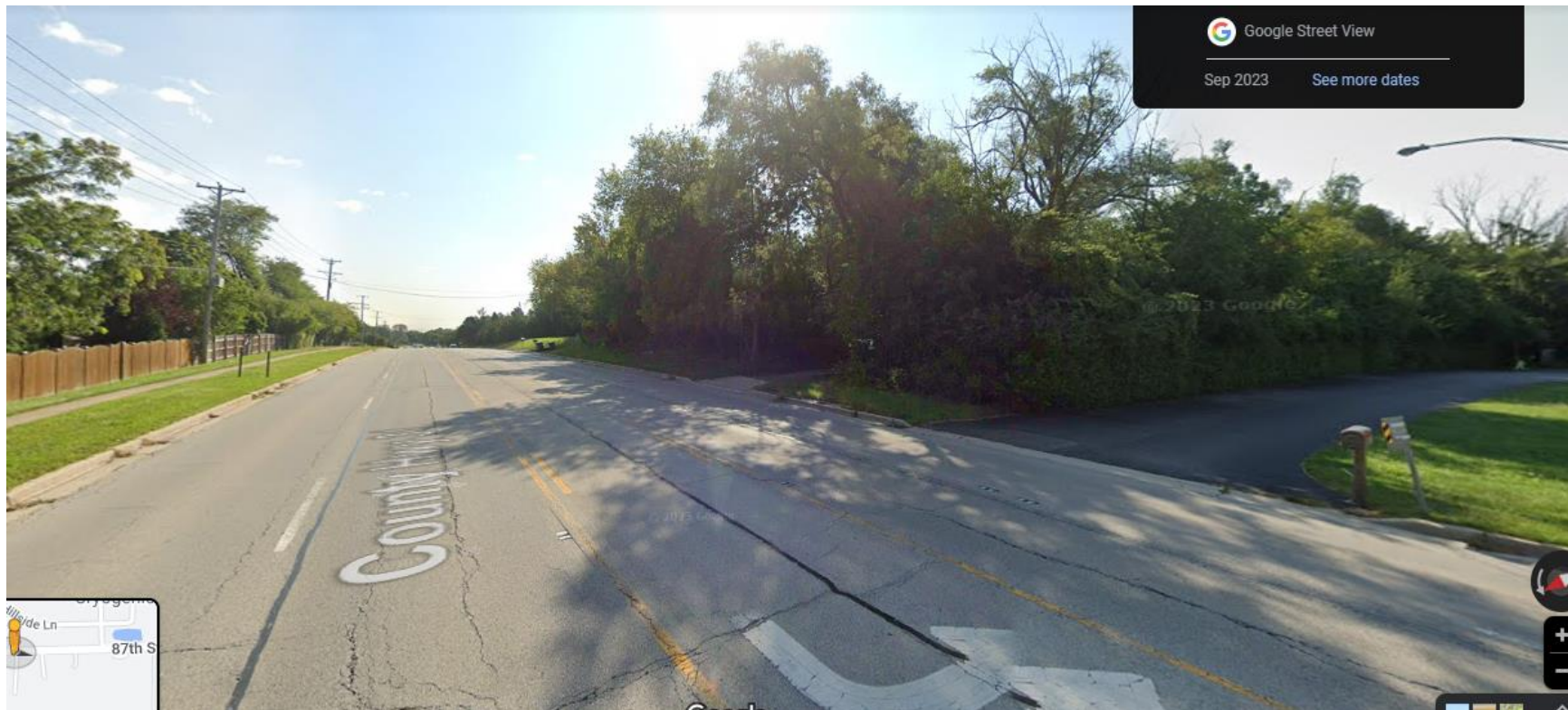
ILLINOIS







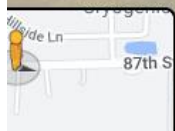




Google Street View

Sep 2023

[See more dates](#)



MEMO

B

CHRISTOPHER B. BURKE ENGINEERING, LTD.

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

August 17, 2023

City of Darian
1702 Plainfield Road
Darien, Illinois

Attention: Jordan Yanke

Subject: Woodland Glen – Preliminary Plat
(CBBEL Project No. 950323.H0255)

Dear: Jordan

As requested on July 28, 2023, we have reviewed the Preliminary Engineering Plans for the above project prepared by V3 and dated July 20, 2023. The proposed project consists of 17 duplex (two unit) homes. We have no objection to the City approving the Preliminary Plat and Preliminary Engineering Plans subject to the comments below. The following comments are submitted for your consideration, which will be addressed during Final Plat and Final Engineering stage of the approval process:

General Development Comments

1. It is noted that the Du Page County GIS database indicates wetlands on the property to the southeast and extending onto this property. The City is a partial waiver community under the Du Page County and therefore Du Page County review will be required. This has been acknowledged by the design engineer (V3).
2. Because 87th Street is a Du Page County highway, review and approval from DuDOT will be required for the work in the County right of way. This has been acknowledged by V3.
3. Du Page County Public Works will have to approve the proposed sanitary sewer and lift station. This has been acknowledged by V3.
4. A geotechnical report should be submitted. The Kane Du Page report indicates there may be very shallow groundwater on the property.
5. We presume that a homeowner's association will be established to own and maintain the detention basin. Consideration should be given to establishing a special service area in the event the HOA does not adequately maintain the basin. V3 has stated that an HOA will be established to own and maintain the detention basin.
6. A Stormwater Submittal as detailed in the Du Page County Stormwater Ordinance will be required with the final engineering submittal. The design engineer is aware of this requirement.

Preliminary Plat of Subdivision

The Preliminary Plat has been reviewed for compliance with Section 5B-1-5 of the City Subdivision Regulations. The following comments are provided:

1. We note that the proposed street is shown to be dedicated a public right of way. Section 5B-1-7.B.6 provides for a 66 foot right of way with 30 foot pavement width. The proposed plan shows a 50 foot wide right of way and although the street width is not labeled, it scales to 27 feet from back of curb to back of curb (confirmed as 27' with dimensions on Preliminary Engineering plan). A variation would be required.
2. Section 5B-1-7.B.13 provides for street trees to be provided at a maximum 50 foot spacing. If a variation is granted for right of way width, consideration should be given to requiring a landscape easement for street trees in the 8 feet adjacent to the right of way on each side. A wider easement may be required along the frontages of buildings 9 – 11 as there is also a proposed sanitary sewer force main outside of the right of way for which Du Page County will require an easement. V3 has stated that this will be addressed on the final plat, and we suggest that it be noted in approval of the preliminary plat.
3. Section 5B-1-5-7.E.1 provides for Drainage and Utility Easements along the rear 10 feet and 6 feet along all side lot lines. Consideration should also be given to the location of private utilities (e.g. ComEd, NiCor, AT&T, Comcast). V3 has stated that this will be addressed on the final plat, and we suggest that it be noted in approval of the preliminary plat.
4. Section 5B-1-7-G.1.a provides for a 150 radius on Minor Streets. The proposed layout does not specify a centerline radius, but it is much less than 150 feet. In their response letter, V3 has stated that the radius is 53.5 feet. It is our understanding that a variance will be requested.

Preliminary Engineering Plan

1. Although the proposed retaining wall has a maximum height of 3 feet, consideration should be given to some type of barrier at the top of wall for safety. The design engineer has acknowledged the need for a barrier, which will be detailed on the final engineering plans.
2. All required outside agency permitting (Du Page Co., IEPA, etc.) will be completed during final engineering.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Daniel Lynch".

Daniel L. Lynch, PE, CFM
Head, Municipal Engineering Department

Cc Dan Gombac, City of Darien

Joraan ranke

From: Michael Werthmann
Sent: Monday, October 16, 2023 8:47 AM
To: Jordan Yanke
Subject: RE: Woodland Glen Subdivision Pre application Submittal

Jordan:

Per your request, KLOA, Inc. reviewed the *Proposed Multifamily Residential Technical Memorandum, 87th Street Parcels, Darien, Illinois* dated May 24, 2023 and prepared by V3 Companies. The site of the development, which currently contains three single-family homes, is located on the south side of Lemont Road just west of Meadow Lane. As proposed, the development is to consist of 34 units in 17 buildings with access provided via a full access drive and a right-turn in/right-turn out access drive on Lemont Road. The following provides our comments concerning the review of the technical memorandum:

- The estimate of the traffic to be generated by the development was calculated correctly and was based on the standard method within the industry. Please note that the development is estimated to generate a total of approximately 210 trips (105 inbound trips and 105 outbound trips) per weekday.
- Access to the development is proposed via a full access drive and a right-turn in/right-turn out access drive on the south side of Lemont Road which will need to be approved by the DuPage County Division of Transportation (DuDOT) as they have jurisdiction of the road. Has the project team submitted the plans to DuDOT and, if so, what is the status of their review? The project team should provide any correspondence that they have had with DuDOT.
- Based on the review of the site plan attached to the traffic study, it appears that the design of the median island at the restricted right-turn in/right-turn out access drive does not meet DuDOT's criteria. As discussed above, the design of the access drive will need to be approved by DuDOT.

If you have any questions, do not hesitate to contact me. Thank you.

Michael A. Werthmann, PE, PTOE
Principal

Kenig, Lindgren, O'Hara, Aboona, Inc.

9575 West Higgins Road, Suite 400
Rosemont, IL. 60018
(847) 518-9990 office
www.kloainc.com



MEMO



DARIEN-WOODRIDGE

Fire Protection District

7550 Lyman Avenue, Darien, Illinois 60561, (630) 910-2200 - Fax (630) 910-2203

October 27, 2023

City of Darien
Community Development
1702 Plainfield Road
Darien, IL 60561

RE: Woodland Glen

Gentlemen:

The following comments pertain to the above review:

- Hydrant shall be installed at intervals not to exceed three hundred feet(300') and be installed at the intersection of Woodland Lane and 87th
- Roadway turning radius are to accommodate a curb to curb turning radius of 39' for the Ladder/Truck
- Fire alarm and fire sprinklers are to be installed for multifamily units

Sincerely,

Carlos Rojas, Director
Fire Prevention Bureau

MEMO

From: Furey, David

Sent: Monday, October 30, 2023 12:01 PM

To: Steve Kranenborg

Cc: Tom Kunschke ; [Snyder, Christopher](#); [Eidson, William](#)

Subject: [87th Street proposed residential development- Darien](#)

*** CAUTION! EXTERNAL SENDER *** STOP. ASSESS. VERIFY!! ***: Were you expecting this email? Is the grammar and spelling correct? Does the content make sense? Can you verify the sender? If suspicious, report this email to Help Desk. Do not click links. Do not open attachments. Do not enter your username or password.

Steve,

This email will serve as the letter requested. Please note that we have received the preliminary plan and traffic data attached. It is the County's opinion that the anticipated trip generation is unlikely to meet traffic signal warrants. Regarding your question of sidewalk requirements, note that while the County does not require sidewalk to be installed in this instance, we may defer to local requirements if pedestrian accommodations are requested.

Please note that this email is based on an initial review of the documents provided and no application has been made to DuPage County Division of Transportation for approval at this time.

Thank you,

David J. Furey

Highway Permits Manager

DuPage County Division of Transportation

421 North County Farm Road

MEMO

From: [Abdul Waheed Rajper](#)
To: [Jordan Yanke](#)
Subject: Support to R-3 Rezoning
Date: Sunday, October 15, 2023 12:34:36 PM

Hi Jordan

My name is Abdul resident of Darien IL.

I support this Rezoning as it would bring lot of taxes to the city, increase the value of the properties.

Best Regards
Abdul

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From: [Brian Liedtke](#)
To: [Eric Gustafson](#); [Dan Gombac](#); [Jordan Yanke](#)
Subject: A Couple Ward 6 Updates
Date: Monday, October 16, 2023 1:32:33 PM

Alderman Gustafson and City Staff:

It's been a busy time and I figured I'd consolidate a few items on my mind into one email, to make it easier for you guys.

1. Thank you for the replacement of the street light at Manning and Carlton Rd. I don't know if this is related to this or not, but ever since that light was replaced, the street light at Carlton and Hamilton has been turned off. This is in my front yard parkway and provided a nice sense of security, and it's been extremely dark at this intersection. I don't know if the power was turned off so the light at Carlton and Manning could be worked on, or if the light just stopped working, but could somebody please come take a look at it.

2. My next comment is for the upcoming hearing at Planning and Zoning for the single-story duplexes planned along 87th St. I wanted to express my full support for this development. I know that Mrs. McIvor is strongly opposed and is sharing her own sentiment but this actually nearly directly relates back to the city's comprehensive plan. When viewing Page 72 of the 2006 Comprehensive Plan PDF, Key Development Area #7 highlights a concept plan for 35 units of one-story duplexes (in addition to multiple 3-story units, assuming still possible if Boeger's Landscape Supply ever moved out). While I have criticized the plan for being very out of date, this is a good development that follows the plan laid out by the city.

3. As a follow up to my prior emails, on Page 70 of that above-mentioned comprehensive plan, it mentions in the Policy Statement that "development at this location will benefit from proximity to future commercial uses near the intersection of Plainfield and Lemont Roads". It's extremely important the city consider this future duplex development when considering the Gerber proposal. While the duplex development means the comprehensive plan, the Gerber proposal would not benefit this duplex development as this is not an appropriate commercial use to benefit this neighborhood community. I do not think it's important to pick which parts of the plan to follow and which ones to ignore. I continue to express my strong opposition to Gerber, but I think this residential development along 87th street is a fantastic opportunity for Darien.

Thank you,
Brian

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Jordan Yanke

From: tim.halik
Sent: Tuesday, October 17, 2023 3:03 PM
To: Dan Gombac; Jordan Yanke
Subject: RE: Woodland Glen Dev Packet

Dan / Jordan -

Thank you for offering to share my comments on the proposed Woodland Glen development at the public hearing on October 18, 2023. Please read the following into the public record during the hearing, and also give the Commission members a paper copy, if possible. (some find it easier to read than to listen to someone present):

"To: The Darien Planning & Zoning Commission -

Thank you for your time this evening and for your service to the Darien community. After review of the documents within the agenda packet for the proposed Woodland Glen development, I offer the following comments for your consideration:

1. The applicant seeks a reduction in street right-of-way width, pavement width, and curve radius for the project. Given these roads are to be dedicated public, why would the City grant any deviations from minimum street design standards when other public streets must comply? This would only serve to allow for an increase in the project's density and may hinder emergency response vehicles. The roads should meet all applicable design and construction standards for a public street or remain privately owned. These requested reductions should be denied.
2. The project density is too high and incongruous with surrounding areas. The more accurate density calculation is 5.43 dwelling units per acre, once the area of the public streets are removed. The applicant seeks a 50% reduction in minimum lot area within the R-3 District from 20,000 square feet to 10,000 square feet, which is too extensive and should be denied. The number of dwelling units should be reduced.
3. The required setback relief sought is too extensive and again only serves to increase the project's density. The plan includes an 85% reduction in the platted 100 foot setback along 87th Street to 15 feet, and a 40% reduction in the required rear setback from 30 feet to 18 feet. Once a 10 foot deck or patio is installed on the houses located along the east and west sides, only an 8 foot setback to the property line will remain. These setback reduction requests should be denied.
4. A comprehensive non-deciduous solid day-one landscape screen should be installed along the east, west, and south property lines to replace the loss of existing vegetation and screening for adjacent properties. However, given the extensive setback variations sought, and yard area drainage requirements, there will not be adequate space in which to do so along the east and west property lines. A proposed landscape plan should be submitted as part of the preliminary review of this project in order to ensure the development layout includes sufficient space for required landscaping. Landscape treatment is a Special Use Criteria to be considered by the Plan Commission as part of the review of this application.
5. The proposed mechanical sanitary lift station is not an ideal design, but necessary in this case due to prevailing site grades. Our region tends to experience occasional electrical power interruptions. The City of

Darien and DuPage County should work with ComEd to improve electric reliability in the area AND a condition should be imposed requiring that the developer install an adequately designed back-up power system to serve the lift station pump during times of primary power outages.

6. A condition should be added requiring that the native plantings proposed for the retention area undergo a minimum 3 year maintenance and monitoring period to ensure their proper establishment, before being turned over to the HOA, through an established SSA. Seasonal mosquito abatement in this area should also be required and be the responsibility of the HOA, through an established SSA.

Thank you again for your consideration and I urge you to accept the above stated actions and recommendations for the benefit of the community.

Tim Halik
1104 Woodcrest Drive"

Tim Halik
Sent from my Verizon smartphone

Jordan Yanke

From: Melinda Nowak
Sent: Wednesday, October 18, 2023 8:27 AM
To: Jordan Yanke
Cc: Dan Gombac
Subject: REZONING for duplexes

As a long time resident of Darien, I would like to know if the tragic accident that occurred November 2015, has been considered by the City (see below)

<https://abc7chicago.com/news/man-39-fatally-struck-by-car-in-darien/1073836/>

The stretch of 87th, between Lemont and Woodward, is poorly lit and dangerous, especially at night. Add significantly more traffic and this is a recipe for more accidents.

I reached out to my alderman, Eric Gustafson, but haven't heard back from him regarding this.

As a resident of Darien, who lives adjacent to and travels on 87th daily, I strongly OPPOSE this rezoning.

Thank you.
Melinda Nowak

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Jordan Yanke

From: Sylvia Mclvor
Sent: Wednesday, October 18, 2023 6:10 PM
To: Jordan Yanke
Cc: Joe Marchese; Bryon Vana; Dan Gombac; Eric Gustafson
Subject: Proposed rezoning from R1 to R3 on 87th Street

Dear Jordan,

Thank you for the call today. Per our discussion, I am extremely concerned about an even greater increase in noise, traffic and pollution by the proposed rezoning, increasing these lots from 2 residences to 34 residences on this small section of a very busy 87th Street. With this development, and the new one (right around the corner on Woodward), we will be impacted by over 100 new residences bordering the south and west boundaries of Farmingdale Village. With an average 2 people per household, that's 200 more people and 200 more cars - quite a significant population boom in a very small geography. Our once quiet suburb looks, feels and sounds like a city.

In addition, granting rezoning and multiple variances to developers sets dangerous legal precedents for future developers to use against the city and its existing residents and taxpayers.

Please share my comments and concerns with members of the Planning & Zoning Commission and City Council.

Thank you,

Sylvia Mclvor

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Jordan Yanke

From: j p
Sent: Tuesday, October 31, 2023 11:19 PM
To: Jordan Yanke
Subject: 87th street rezoning.

Hello,

I am writing this email to express my opposition to R-3 rezoning on the three pieces of property on 87th street. I believe this is a precious natural area in an otherwise completely developed suburb. It will harm the wildlife and cause untold damage to the ecosystem in this area. There are enough large money developers destroying the environment for profit please do not allow this to happen here. Some things are more important than money. Duplexes will also increase traffic through the area which is so close to oldfield oaks nature preserve. Please keep this part of Darien for nature, and not for over crowded duplexes with multiple cars which will be parked all over a once pristine area that will become a parking lot.

Sincerely

Dr. Jay Patel, DO
1102 Woodcrest Dr,
Downers Grove, IL 60516

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Jordan Yanke

From: .YAHOO!!
Sent: Wednesday, November 1, 2023 12:54 PM
To: Jordan Yanke
Subject: Darien Planning and Zoning Commission

Dear Jordan Yanke,

We are against this rezoning. There will be more traffic, noise and congestion. Homeowners will have more flooding. You are going to destroy the forest, wildlife habitat and contribute to global warming.

Our house backs up to 87th Street. We have lived here since 1967. You are cramming in housing on property that should remain vacant.

But it's always about the money isn't it....

Sincerely,

Charles & Darlene Jindra

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Jordan Yanke

From:
Sent: Wednesday, November 1, 2023 5:13 PM
To: Jordan Yanke
Subject: opposition to R-3 rezoning on Boughton in Darien

I would like to voice my opposition for the following reasons:

Rezoning to R-3 will destroy the rural feel of this unique neighborhood that provides wildlife and wetland habitats.

This area is adjacent to the Oldfield Oaks Forest Preserve and is a wildlife corridor for many species (some are protected species).

They are requesting too many LARGE variances - clearly trying to shoehorn too much development into a small space that was not intended to be used for multifamily living. Also the development is not welcomed by any of the neighbors.

There are already plenty of water drainage issues that will be exacerbated by this development.

If this development does continue with approval from the board members, I request the following:

That a study be done to fence the area in to contain the residents and the litter that they will generate. Also "No Trespassing" signs to be posted along the perimeter of the development.

That an agreement be made that if the drainage situation worsens that the developers and/or the HOA be responsible for fixing the issues and/or compensating the affected neighbors.

Thank you for your time I hope you make the right decision regarding this issue.

Please vote NO.

Ian Dilworth
1206 Woodcrest

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Petition to OPPOSE rezoning to R-3 Multi family residences

Action petitioned for: We the undersigned are concerned citizens, who urge our leaders to act now to, oppose rezoning at 2941, 2963 and 2985 87th Street in Darien, requested by Woodland Glen Development

Date	Signature	Printed Name	Address	Comment
10/15/23		Nicolò Zagorac	2929 Harvest Pl, Darien, IL	19 yrs
10/15/23		SAM ZAGORAC	2929 Harvest Pl, Darien, IL	19 yrs
		Wm Stachely	2977 Harvest Pl Darien IL	32 yrs
10/15/23		Sarah Galdek	2989 Harvest Pl Darien IL	6 yrs.
10/15/23		Jim Hines	20W253 87th Street Darien, IL	10 yrs.
10/16/23		Brandy Konopinski	20W253 ↓	↓
10/16/23		CORINNE PIOTROWSKI	20W253 87th St Darien IL	10 yrs
10/16/23		Landon Konopinski	20W253 87th St Darien IL	10 yrs
10/16/23		THOMAS SEWELL	2897 87th St Darien IL	2 yrs
10/16/23		ANTHONY ANTIPONEK	2919 87th St Darien IL	27 yrs
10/16/23		Donna Belenese	1125 Woodcrest Dr	60 yrs
10/18/2023		Grant Mecker	1202 Woodcrest dr, Dk	40 years

Petition to OPPOSE rezoning to R-3 Multi family residences

Action petitioned for: We the undersigned are concerned citizens, who urge our leaders to act now to, oppose rezoning at 2941, 2963 and 2985 87th Street in Darien, requested by Woodland Glen Development

Date	Signature	Printed Name	Address	Comment
10/15/2023		RODNEY ONUSAITS	2964 HARVEST PL DARIEN	
10/15/2023		MARY ANN WOLSKI	8619 MEADOW LN	
10/15/23		Chaouki Awad	3020 Harvest Place.	
10/15/23		Melinda Nowal	3384 Gilbert Ct. Darien	
10/15/23		Tatjana Perdykovic	8558 Harvest Ln. Darien	
10/15/23		RANDALL Gilbert	8582 Harvest Ln, Darien	
10/15/23		Susan F Gilbert	8582 Harvest Ln, Darien	
10/15/23		Erika Cimbrasta	8595 Harvest Ln Darien	
10/15/23		Maria Danielle	2988 Harvest Place Darien	
10/15/23		DOROTHY L DANIELE	2988 HARVEST PL. DARIEN	
10/15/23		ALBERT DANIELE	2988 HARVEST PL. DARIEN	
10/15/23		LEAH M. GIERPICH	8223 Highland Ave. 60516	
10/15/23		Charles D Jank	3130 87th St. 60561	
10/15/23		Margaret Jones	3130 87th St 60561	
10/15/23		Saad Alchawaj	200325 87th St 60561	

Petition to OPPOSE rezoning to R-3 Multi family residences

Action petitioned for: We the undersigned are concerned citizens, who urge our leaders to act now to, oppose rezoning at 2941, 2963 and 2985 87th Street in Darien, requested by Woodland Glen Development

Date	Signature	Printed Name	Address	Comment
10/15/23		David Duck	3045 Hillside Ct.	18
10/15/23		Maura M. O'Connell	3012 Hillside Ln	17
10/15/23		BRIGIT P Vayabil	8595 MEADOW LN	8
10/15/23		Alfred Gary	2941 Meadow Ct.	27
		Constance Gary	2941 Meadow Court	27
10/15/23		Karla Twombly	1132 Woodcrest Drive	67
10/19/23		NEIL TWOMBLY		3
10-15-23		Michael Twombly	1132 Woodcrest Dr	30
10-15-23		Ian Dilworth	1206 Woodcrest Dr	
10-15-23		Fumiko Dilworth	1206 Woodcrest Drive	
10-15-23		Mary Bastuga	8559 Harvest Ln	19
10-15-23		Anna Bastuga	8559 Harvest Ln	19
10-15-23		Anthony Chlada	2940 Harvest Place	23
10/15/23		Sheri Chlada	2940 Harvest Place	
10/15/23		Terrence Booth	2952 Harvest Pl	

Petition to OPPOSE rezoning to R-3 Multi family residences

Action petitioned for: We the undersigned are concerned citizens, who urge our leaders to act now to, oppose rezoning at 2941, 2963 and 2985 87th Street in Darien, requested by Woodland Glen Development

Date	Signature	Printed Name	Address	Comment	
10/15/23		Robert P. Kobliiska	2941 Hillside Ln, DARIEN IL	oppose it	48
10/15/23		DARLENE JINDRA	2965 HILLSIDE DARIEN, IL	oppose it	45
10/15/23		CHUCK JINDRA	" " "		
10/15/23		JON WARNER	3037 HILLSIDE, DARIEN, IL	oppose it	47
10/15/23		NEIL R. MYGUS	3037 W 124th Street THORNTON	OPPOSE	30
10/15/23		Ronald Bryson	3069 Hillside Ct.	Oppose	9
10/15/23		GERMAINE MOORE	2988 HILLSIDE LN	OPPOSE	47
10/15/23		Michelle Skweres	2952 Hillside Ln.	oppose	15
10/15/23		Rebecca Maczek	8055 Meadow Ln	oppose	19
10/15/23		Heidi Knippenberg	2940 Meadow Ct	oppose	30
10/15/23		Jeanene Antipovsk	2919 87th St.	Oppose	27

DRAFT – PZC TO REVIEW/APPROVE AT FUTURE MEETING

MINUTES CITY OF DARIEN
PLANNING & ZONING COMMISSION MEETING

Wednesday, October 18, 2023

PRESENT: Lou Mallers – Chairperson, Robert Erickson, Chris Jackson, Chris Green, John Johnson, Julie Kasprovicz

ABSENT: Bryan Gay, Shari Gillespie, Hilda Gonzalez

OTHERS: Jordan Yanke - City Planner

Chairperson Lou Mallers called the meeting to order at 7:00 p.m. at the Darien City Hall, Council Chambers, 1702 Plainfield Road, Darien, Illinois. Chairperson Mallers declared a quorum present and swore in the audience members wishing to present public testimony.

Regular Meeting – New Business

- a. **Public Hearing – PZC2023-09 (PAGE 5) 2941, 2963, and 2985 87TH Street – Woodland Glen Development Petitioner requests approval of a Rezone, Special Use Planned Unit Development (PUD), Preliminary Plat, and Variations/Waivers as deemed necessary. The petition specifically requests approval for a 17-lot subdivision with 34 total dwelling units, or 17 two-family dwellings (i.e., duplexes). Property is comprised of 7.34 acres and is currently zoned Single-Family Residence District (R-1). The proposed zoning is Multi-Family Residence District (R-3).**

Mr. Jordan Yanke, City Planner reported that the site is located on the south side of 87th Street, west of Lemont Road and on the edge of the City's jurisdictional boundary. He reported that the site is comprised of three parcels and proposed to develop the site as a 17-lot subdivision containing 17 two-family dwellings or 34 total units. He further reported that the zoning ordinance defines the proposed dwellings as follows: DWELLING, TWO-FAMILY: A detached building or structure containing two (2) dwelling units only, designed for and occupied by two (2) families.

Mr. Yanke reported that the current zoning is Single Family Residence District (R-1) which does not permit two-family dwellings. He reported that the petitioner is requesting approval of a Planned Unit Development (PUD), which is a special use, with waivers/variations. He reported that the City Engineer provided a letter dated August 17, 2023, which provides stipulations/conditions of approval for the project and

preliminary plan prior to final planning stage. He further reported that the City's traffic consultant has also reviewed the submitted traffic memorandum and comments.

Mr. Jim Healey, Attorney, Goldstine, Skrodzki, Russian, Nemecek & Hoff, Burr Ridge presented the proposal for the Woodland Glen residential development. He stated that the development will consist of 34 duplex single-family homes, with 2 homes on each of the 17 residential lots.

Mr. Healey stated that Woodland Glen will be an upscale, maintenance free residential community, featuring larger ranch style homes with full basements, featuring both "look out" and "walk out" option. He stated that the Woodland Glen development will be rezoned as an R-3 PUD residential community, with utilities served by the City of Darien for public water and DuPage County for sanitary sewers and that all utility improvements required for Woodland Glen will be installed by the developer.

Mr. Healey stated that the existing uses on 87th Street and Lemont Road contains mixed uses, including commercial, multi-family residential and some residential properties, and that most residential homes do not face 87th Street. He stated that the Woodland Glen development will not adversely impact the essential character of the 87th Street and will be a positive addition to the corridor and that there will be no adverse effects on the adjoining properties, with open side yards between the groupings of homes allowing for the free flow of light and air through the development and the adjoining properties.

Mr. Healey stated that the development will have a negligible increase of traffic on 87th Street and allows for the free movement of all police and fire equipment with proper ingress and egress for the development off 87th Street.

Mr. Healey stated that the Woodland Glen development will have the highest quality architectural design, blending this transitional residential area into the neighboring community. He stated that the Woodland Glen development will be a positive addition to the City of Darien and offers the best transitional residential density along the 87th Street corridor in Darien.

Mr. Healey stated that the Woodland Glen development will conform to all Darien codes and regulations, except those where the City of Darien will be granting a variance or change from its Zoning Code.

Mr. Scott Stevens, Vice President, Woodland Glen Development, LLC stated that the duplex homes will be 2200 square foot brick buildings with concrete driveways and two car garage for mature buyers with a base price starting in the upper \$500,000. He provided photos from a similar development stating that the development will have a custom single family home appearance.

Mr. Steve Kranenborg, Project Manager, V3 Companies, Ltd., Woodridge stated that there is considerable amount of elevation change and no wetland delineation. He stated that they are proposing 17 residential lots and an additional out lot for stormwater and a sanitary drain and public street. Mr. Kranenborg stated that two new access points are proposed with full driveway access on the west.

Mr. Kranenborg stated that a traffic memo was submitted noting the peak hours and trips generated showing minimum traffic addition. He stated that proposed is a 3.4-acre detention storage basin and that all storm events will be captured offsite to the east with a utility provision that the stormwater released to the southeast and consistent with existing conditions and all approved through DuPage County requirements.

Commissioner John Johnson questioned if the roadway was discussed with the Fire District.

Mr. Yanke reported that Mr. Dan Gombac, Director Municipal Services is in full support of the waiver. He stated that the City has had similar requests and that the Fire District is currently looking at the proposal. Mr. Yanke suggested recommending a condition that the Fire District provide a letter with comments on the preliminary plan.

Commissioner Julie Kasprovicz questioned the landscaping requirement and mosquito abatement.

The petitioner's landscape architect stated that the plan is presently conceptual, but that native and adaptive species are proposed. She stated that there will be complete foundation landscaping and screening on 87th Street and south property line with parkway trees. She further stated that DuPage County requires a three-year establishment and from there the Homeowners Association will take over.

Mr. Stevens stated that they work with various consultants and that he did not believe that DuPage County encourages mosquito abatement. He stated that the Homeowners Association will consist of all 34 residences who will monitor and take over the basins and lift station.

Mr. Yanke reported that a final landscaping plan and final plan submittal will come before the Planning & Zoning Commission.

Chairperson Lou Mallers questioned why the large right of way reduction.

Mr. Healy stated that this was necessary for the site.

Commissioner Johnson questioned the distance to the right of way for units 1, 17, 12, and 11. He stated that they appeared close to the right of way.

Mr. Don Stevens, Woodland Glen Development, LLC stated that the distance is 50 feet and that there will room for parkway trees.

Mr. Scott Stevens stated that a fair amount of land area is needed for the single-family ranch style home.

Commissioner Jackson inquired about the market study for 34 units.

Mr. Scott Stevens stated that study was recently updated showing that there is a need and supports more than 34. He stated that the homes are designed for 55 and older. He stated that the development that they built in Lemont had 90 and that they had no problem selling. He further stated that there will be restrictions on rentals and that once 70% of the homes are sold it will be taken over by the Homeowners Association.

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

Ms. Betty Scialabba stated that the proposal was very nice but that those that live behind the proposal will be flooded. She stated that from 2019 on everything has overflowed due to a tiny 12" pipe. She further stated that the City needs to look at the area a little further.

Mr. Ian Dilworth stated that gallons of water are held in the reservoir and that he would like to see the wetland detention study. Mr. Dilworth stated that the area has wildlife traffic and the rural feel which will change significantly. He questioned the fencing around the entire project and expressed his concern for children accessing the pond and that the petitioner is asking for too many variations.

A woman in the audience provided a poster of the area in the 1940s showing the basin as a swamp. She stated that the area has 12" culvert that the County manages to the pond and that the area is a mess. Ms. Kies stated that there is a very steep uphill pitch, and that the development will be nightmare for the residents and that there is too much house for too small of a lot.

Ms. Jeanine Antiporek stated that she owns the house to the east of the development and that the petitioner is asking for less than standard side yards and setbacks. Ms. Antiporek submitted a petition with fifty signatures opposing the development.

Ms. Margaret Tonal stated that she lives on the north side of 87th Street and that the cars are close to the houses and that this is a safety concern.

Ms. Karla Twombly stated that she lives directly behind the development and has lived there for 66 years. She stated that the lots are taking on more and more water flooding her lot.

Ms. Corrine Piorowski stated that her property was dry when she purchased her home and now it is wet.

Mr. Tony Antiporek stated that he has lived in his home for 26 years and that he bought it because of the acreage. He stated that there are no fences on any of the properties and that he did not agree with the variance requests.

Mr. Robert Kokleska stated that the traffic is getting worse and questioned the traffic study. He stated that nothing was addressed regarding lighting.

Mr. Mustafa Sted stated that he lives in Bolingbrook and that this a good project for the area.

Mr. Healy addressed the concerns and stated that the market study is proprietary. He stated that the animals will continue to roam as they do now and that the homes are not multi-family and there will be no fencing at all at this time. Mr. Healy stated that there is R-3 in area to the west and that the detention will be managed by the Homeowners Association. He stated that the density is 4.63 units per acre and that the drawings provided are not to scale.

Mr. Healy addressed the landscaping and lighting stating that they will follow what is required by the City.

Mr. Kranenborg addressed the wetland questions stating that the stormwater management is designed using the rainfall developed by the State. He stated that the proposed stormwater management will benefit anyone downstream and that the water will be slowly released where presently it now runs off. Mr. Kranenborg stated that the information is provided in the analysis.

A woman in the audience stated that the water is flowing from east to west not north to south.

Mr. Kranenborg stated that based on the existing topography there is no flow that goes west to east.

Commissioner Jackson questioned if there was any soil testing for groundwater and absorption rate.

Mr. Kranenborg stated that yes and that he can provide follow up data.

Commissioner Kasprovicz questioned if the petitioner could decrease the number of units to avoid the requests.

Mr. Healy stated that they would have to wipe out half of the subdivision.

Chairperson Mallers read aloud the public comments that were received through correspondence.

There was no one further in the audience to present public comment and at 8:44 p.m. Chairperson Mallers closed the public hearing.

Commissioner Bob Erickson stated that the people in the audience are unincorporated that the Mayor of Darien has fought hard for the residents.

Commissioner Chris Green suggested reducing the front yard setback to gain rear yard setback.

Mr. Kranenborg stated that after review that could not be accomplished.

Mr. Don Stevens stated that the ranch units is the reason for the reduced setback and that the geometry is fixed but that they could look at reducing the front yard setback.

Commissioner Kasprovicz questioned if there was a traffic light study.

Mr. Yanke stated that is the County and that the petitioner can work with the County.

Commissioner Jackson make a motion seconded by Commissioner Kasprovicz to recommend approval Public Hearing – PZC2023-09 (PAGE 5) 2941, 2963, and 2985 87TH Street – Woodland Glen Development Petitioner requests approval of a Rezone, Special Use Planned Unit Development (PUD), Preliminary Plat, and Variations/Waivers as deemed necessary. The petition specifically requests approval for a 17-lot subdivision with 34 total dwelling units, or 17 two-family dwellings (i.e., duplexes). Property is comprised of 7.34 acres and is currently zoned Single-Family Residence District (R-1). The proposed zoning is Multi-Family Residence District (R-3) with the following conditions:

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

Upon roll call vote the MOTION CARRIED 6-0.

Regular Meeting – Old Business

There was no old business to discuss.

Staff Updates & Correspondence

There were no staff updates and correspondence to discuss.

Next Meeting

Mr. Yanke announced that the next meeting will be held on Wednesday, November 15, 2023, at 7:00 p.m.

Public Comments (On any topic related to Planning and Zoning)

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

Adjournment

With no further business before the Commission, Commissioner Jackson made a motion, and it was seconded by Commissioner Erickson. Upon voice vote, THE MOTION CARRIED unanimously, and the meeting adjourned at 9:24 p.m.

RESPECTFULLY SUBMITTED:

APPROVED:

**Elizabeth Lahey
Secretary**

**Lou Mallers
Chairperson**

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

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

ABSENT: None

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

Establish Quorum

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

New Business

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Alderman Ralph Stompanato questioned the lift station.

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

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

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

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

Mr. Stevens stated that there will be a generator.

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

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

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

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

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

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

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

Chairperson Belczak asked for a definition of a wetland.

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

There was more discussion regarding the stormwater drainage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

There was no one else wishing to present public comment.

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

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

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

ADJOURNMENT

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

RESPECTFULLY SUBMITTED:

Thomas Belczak
Chairperson

Ted Schauer
Alderman

Ralph Stompanato
Alderman

CITY OF DARIEN
DU PAGE COUNTY, ILLINOIS

ORDINANCE NO. _____

**AN ORDINANCE APPROVING A REZONE FROM R-1 SINGLE-FAMILY
RESIDENCE DISTRICT TO R-3 MULTI-FAMILY RESIDENCE DISTRICT,
PRELIMINARY PLAT OF SUBDIVISION, SPECIAL USE FOR PLANNED UNIT
DEVELOPMENT (PUD) AND PRELIMINARY PUD APPROVAL, AND
CERTAIN VARIATIONS/WAIVERS**

(PZC2023-09: WOODLAND GLEN SUBDIVISION)

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

THIS 20th DAY OF NOVEMBER, 2023

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

ORDINANCE NO. _____

AN ORDINANCE APPROVING A REZONE FROM R-1 SINGLE-FAMILY RESIDENCE DISTRICT TO R-3 MULTI-FAMILY RESIDENCE DISTRICT, PRELIMINARY PLAT OF SUBDIVISION, SPECIAL USE FOR PLANNED UNIT DEVELOPMENT (PUD) AND PRELIMINARY PUD APPROVAL, AND CERTAIN VARIATIONS/WAIVERS

(PZC2023-09: WOODLAND GLEN SUBDIVISION)

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

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

WHEREAS, the property legally described in Section 1 (the “Subject Property”), is zoned R-1 Single Family Residence District pursuant to the Darien Zoning Regulations; and

WHEREAS, the petitioner has requested approval of the following:

- A. Rezone from R-1 Single-Family Residence District to R-3 Multi-Family Residence District.
- B. Preliminary plat of subdivision.
- C. Special use for a Planned Unit Development (PUD), for 17 two-family dwellings (i.e. duplexes).
- D. Preliminary PUD approval, including waivers from the PUD regulations and underlying R-3 Multi-Family Residence District zoning standards, and variations from the subdivision regulations.

WHEREAS, pursuant to notice as required by law, the City’s Planning and Zoning Commission conducted a public hearing on October 18, 2023, and has forwarded its recommendation of approval of this petition to the City Council; and

ORDINANCE NO. _____

WHEREAS, on November 1, 2023, the City’s Municipal Services Committee reviewed the petition and has forwarded its recommendation of approval of this petition to the City Council; and

WHEREAS, the City Council has reviewed the findings and recommendations described above and now determines to grant the petition subject to the terms, conditions, and limitations described herein below;

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

SECTION 1: Subject Property. This Ordinance is limited and restricted to the property generally located at 2941, 2963, and 2985 87TH Street, Darien, Illinois, and legally described as follows:

PARCEL 1: LOT 57 (EXCEPT THE EAST 132 FEET THEREOF) IN WOODCREST ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN. AND ALL THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1946, AS DOCUMENT 499872 AND CORRECTION PLAT RECORDED JULY 22, 1946, AS DOCUMENT 502620 AND CERTIFICATE OF CORRECTION FILED JANUARY 9, 1947, AS DOCUMENT 513867, IN DUPAGE COUNTY, ILLINOIS.

PARCEL 2: THE EAST 132 FEET OF LOT 57 IN WOODCREST ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1946 AS DOCUMENT 502620, AND BY CERTIFICATE OF CORRECTION RECORDED JANUARY 9, 1947 AS DOCUMENT 513867, IN DUPAGE COUNTY, ILLINOIS.

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PARCEL 3: THE WEST 200 FEET OF LOT 56 IN WOODCREST ESTATES, BEING A SUBDIVISION OF PART OF THE NORTHWEST ¼ OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALL OF THE NORTHEAST ¼ OF SECTION 6, TOWNSHIP 37 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 12, 1946 AS DOCUMENT 499872 AND CORRECTION PLAT RECORDED JULY 22, 1946 AS DOCUMENT 502620 AND CERTIFICATE OF CORRECTION 502620 AND CERTIFICATE OF CORRECTION FILED JANUARY 9, 1947 AS DOCUMENT 513867, IN DUPAGE COUNTY, ILLINOIS.

EASEMENT FOR INGRESS AND EGRESS AS CONTAINED IN DRIVEWAY JOINT USER EASEMENT AGREEMENT AND GRANT RECORDED IN DOCUMENT NO. R75-48554 FOR THE BENEFIT OF SUBJECT LAND OVER, UPON AND ACROSS THE FOLLOWING DESCRIBED TRACT: BEGINNING AT A POINT IN THE NORTH LINE OF LOT 56 (ALSO SOUTH RIGHT-OF-WAY LINE OF 87TH STREET) 96 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE SOUTHERLY 70 FEET TO A POINT 100 FEET WEST OF THE EAST LINE THEREOF; THENCE SOUTHWESTERLY 39 FEET TO A POINT 130.0 FEET WEST OF THE EAST LINE THEREOF AND 92.0 FEET SOUTH OF THE NORTH LINE THEREOF; THENCE NORTHERLY PARALLEL TO THE EAST LINE OF SAID LOT 56, 21 FEET; THENCE NORTHEASTERLY 15 FEET TO A POINT 117 FEET WEST OF THE EAST LINE THEREOF; THENCE NORTHERLY 62 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 110 FEET WEST OF THE NORTHEAST CORNER THEREOF; THENCE EASTERLY 14 FEET TO THE PLACE OF BEGINNING.

PIN: 10-06-200-004, 10-06-200-005, & 10-06-200-006

SECTION 2: Rezone Approved. The Subject Property is hereby rezoned from R-1 Single-Family Residence District to R-3 Multi-Family Residence District.

SECTION 3: Preliminary Plat of Subdivision Approved. The City Council hereby approved the Preliminary Plat of Subdivision for “Woodland Glen”. A copy of said plat is incorporated herein by reference.

SECTION 4: Special Use Granted. Pursuant to the Darien Zoning Ordinance, a Special Use for a Planned Unit Development (PUD) is hereby granted for the Subject Property.

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SECTION 5: Preliminary PUD Plan Approved. Preliminary PUD Plan approval is hereby granted, to allow the development of 17 two-family dwellings (i.e. duplexes) totaling 34 dwelling units. For purposes of this Ordinance, the Preliminary Plan is identified as follows:

- A. Preliminary Plat, 1 sheet, prepared by V3 Companies, Ltd., dated July 20, 2023.
- B. Preliminary Engineering Plan, 10 sheets including site plan, prepared by V3 Companies, Ltd., dated July 20, 2023.
- C. Building elevation/rendering and floor plan, 2 sheets, prepared by Woodglen Development, LLC, not dated.

SECTION 6: Conditions. The special use is subject to the following conditions:

- 1) Applicant revise the preliminary plan in regards to the location of duplexes on Lots 1, 2, 3, 9, 10, and 11. The structures on said lots shall be shifted 2' towards Woodland Lane, resulting in a front yard setback of 23' and rear yard setback of 20' for each lot/duplex.
- 2) Fire District Approval.
- 3) Submittal of a Geotechnical Report.
- 4) Submittal of Best Management Practices (BMPs).
- 5) Submittal of Homeowners Association (HOA) covenants and restrictions.
- 6) Response be obtained from DuPage County regarding sidewalk feasibility along 87TH Street.
- 7) Traffic light feasibility study be submitted by the applicant to DuPage County.

SECTION 7: Variations/Waivers. As part of the approved preliminary plan, the following variations/waivers are granted in connection with the development of the Subject Property:

A. A variation from Section 5B-1-7(B)(6) of the Subdivision Regulations is granted. This section provides for a 66' right-of-way and 30' pavement width, while the preliminary plan shows Woodland Lane with a 50' right-of-way and 27' road width.

B. A variation from Section 5B-1-8(G)(1) of the Subdivision Regulations is granted. This section provides for a 150' curve radius on Minor Streets, while the preliminary plan shows

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a 53.5' radius for Woodland Lane.

C. A waiver from Section 5A-7-3-5(A) of the Zoning Ordinance is granted. Waiver request to reduce the minimum lot size for two-family dwellings in the R-3 District from 20,000 square feet to 10,000 square feet.

D. A waiver from Section 5A-7-3-6(A) of the Zoning Ordinance is granted. Waiver request to modify/reduce the minimum front yard and rear yard setbacks from the required 30' to 23' and 20', respectively.

E. A waiver from Section 5A-3-3-8 of the Zoning Ordinance is granted. Waiver request to reduce the required percentage of common open space from 25% of the total gross area to 20%.

F. A waiver from Section 5A-3-3-9(B) of the Zoning Ordinance is granted. Waiver request to eliminate the following PUD stipulation: "Buildings of more than 24' in height shall provide a setback from any property line of not less than equal to the height of such buildings."

SECTION 8: Home Rule. This ordinance and each of its terms shall be the effective legislative act of a home rule municipality without regard to whether such ordinance should (a) contain terms contrary to the provisions of current or subsequent non-preemptive state law, or (b) legislate in a manner or regarding a matter no delegated to municipalities by state law. It is the intent of the corporate authorities of the City of Darien that to the extent of the terms of this ordinance should be inconsistent with any non-preemptive state law, that this ordinance shall supercede state law in that regard within its jurisdiction.

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SECTION 9: Effective Date. This Ordinance shall be in full force and effect upon its passage, approval, and publication as required by law.

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

AYES _____

NAYS: _____

ABSENT: _____

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

JOSEPH MARCHESE, MAYOR

ATTEST:

JOANNE E. RAGONA, CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

CITY OF DARIEN

RULES FOR COMPLIANCE WITH PUBLIC COMMENT REQUIREMENTS OF THE ILLINOIS OPEN MEETINGS ACT

I. PURPOSE OF RULES.

The purpose of these Rules is to comply with the requirement of Section 2.06 of the Illinois Open Meetings Act that a public comment section be provided at each meeting subject to the Open Meetings Act.

II. DEFINITION OF “PUBLIC BODY” or “BODY.”

For purposes of these Rules, the term “Public Body” or “Body” shall mean the City Council, any Committee of the City Council, and any Board and Commission established by the City Council.

III. RULES GOVERNING PUBLIC COMMENT.

A. Unless otherwise allowed by a majority vote of the Body, the public comment periods shall be as follows:

1. For the City Council, as set forth on the attached **Agenda template**.
2. For Council committees and advisory committees, at the conclusion of the meeting immediately before adjournment. At the direction of the Body, the floor may be opened for public comment in conjunction with specific agenda items.

B. Individuals seeking to make public comment to the Body shall be formally recognized by the Chair.

C. Individuals addressing the Body shall identify themselves by name, but need not provide their home address.

D. Individuals addressing the Body shall do so by addressing their comments to the Body

itself and shall not turn to address the audience.

E. Public comment time shall be limited to three (3) minutes per person.

F. An individual will be allowed a second opportunity to address the Body only after all other interested persons have addressed the Body and only upon the majority vote of the Body.

G. In the case of a special meeting, public comment will be limited to subject matters germane to the agenda of the special meeting.

IV. PUBLIC HEARING REQUIREMENTS.

Additional public comments periods will be allowed as required by law in the case of public hearing, subject to the same time constraints.

Approved by a Motion on November 17, 2014