

# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

## INFRASTRUCTURE COMMITTEE

**Thursday February 6, 2014  
7:00 P.M. – Committee Room A**

### AGENDA

1. Call to Order, Roll Call, and Establishment of a Quorum
2. Approval of Minutes
  - A. Infrastructure Committee of December 5, 2013
3. Public Participation / Presentations
4. Items for Consent
  - A. Resolution No. 14-R-0002 – Intergovernmental Agreement with the West Chicago Park District
  - B. Resolution No. 14-R-0004 – IDOT Resolution for Maintenance of Streets and Highways by the City of West Chicago Relating to FY2014 MFT Estimate of Maintenance Costs
  - C. Resolution No. 14-R-0005 – Contract Award – 2014 Parkway Tree Planting Program
  - D. Resolution No. 14-R-0006 – Contract Award – 2014 Forestry Maintenance Program
  - E. Resolution No. 14-R-0007 – Contract Award – 2014 Procurement of Course and Fine Aggregate Materials Delivered
  - F. Resolution No. 14-R-0008 – Contract Award – 2014 Cemetery Sexton Services
  - G. Resolution No. 14-R-0009 – Support for DuPage County to Extend the Great Western Trail from Prince Crossing Road to Sassafras Drive in West Chicago
  - H. Change Order No. 1 & Final – 2013 Main Street Stairway Improvement Project
  - I. Change Order No. 1 & Final – 2013 Fremont Street Parking Lot Reconstruction Project
  - J. Change Order No. 1 & Final – 2013 Sidewalk Maintenance Program
  - K. Change Order No. 1 & Final – 2013 Waste Lime Sludge Removal Project
  - L. Approval of Emergency Contractual Services – United Septic
  - M. Approval of Emergency Purchase of Thawrox Treated Salt
  - N. Authorize the Purchase of Ice Control Material – Geomelt 217
  - O. Authorize the City Administrator to Enter into a Contract for the Supply of Electricity Under the City's Electricity Aggregation Program
5. Items for Discussion
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

DRAFT

## MINUTES

### INFRASTRUCTURE COMMITTEE

December 5, 2013 - 7:00 P.M.

1. **Call to Order, Roll Call, and Establishment of a Quorum.** Chairman Beifuss called the meeting to order at 7:00 P.M. Roll call found Aldermen John Banas, James Beifuss, Sandy Dimas, Don Earley, Al Hallett, and John Smith present. Alderman Mark Edwalds was absent.

Also in attendance were Public Works Director Robert Flatter and Water Treatment Plant Supervisor Joe Munder.

Others in attendance included City resident Marilyn Kroll.

2. **Approval of Minutes.**

A. **Infrastructure Committee Minutes of November 7, 2013.** Chairman Beifuss requested that on Page 2, in Section 6B, first sentence of the minutes be amend to read "Chairman Beifuss asked for and update..." Alderman Banas made a motion, seconded by Alderman Smith to approve the Meeting Minutes of November 7, 2013 with change requested by Chairman Beifuss. Voting Yea: Aldermen Banas, Smith, Beifuss, Dimas, Earley, and Hallett. Voting Nay: 0.

3. **Public Participation / Presentations.** Marilyn Kroll asked if the City had ever considered replacing the street lights on Main Street as they look old. Mr. Flatter informed the Committee that money has been reserved in the 2014 TIF Fund to replace the lamp heads on Main Street in 2014.

4. **Items for Consent.**

Chairman Beifuss asked Committee members if anyone wanted discussion on any of the Items for Consent. Alderman Banas asked for discussion on Item (E) and Chairman Beifuss asked for discussion on Item (B). Chairman Beifuss indicated that Committee would discuss the items and then vote on all consent items together.

4B. Chairman Beifuss asked for staff's opinion for the 7.43% increase in lime delivery costs for 2014. Mr. Munder explained that the City only received two bids in November 2013. Mississippi Lime, which has been the City's lime provider since the plant opened in 2005 provided the lowest bid of \$144.50 per ton delivered, which represents an approximate \$10.00 per ton delivered increase over 2013. In 2012 Mississippi Lime increased their lime delivery charge by approximately \$10.00 per ton, and last year, for 2013, Mississippi Lime increased their lime delivery charge by approximately \$6.00 per ton. Mr. Munder explained that Mississippi

Lime increased their costs to cover anticipated increases in diesel fuel costs. Mississippi Lime is trucking deliveries to West Chicago from Saint Genevieve, Missouri, which is about a six hour drive. Mr. Munder also explained that the only other bid received was over \$200.00 per ton delivered from Carmeuse Lime, but their lime does not meet City specifications.

4E. Alderman Banas asked for clarification on the relationship between Strand Associates and Mack Construction, he is concerned that Strand may be partially responsible for the tunnel project delays. Mr. Flatter explained that Strand Associates has no relationship with Mack Construction that Strand was hired by the City to first, provide engineering design services for the tunnel project and then, to provide construction oversight services on behalf of the City. Strand was hired by the City, works for the City, and is on-site to inspect the work of Mack Construction for compliance with project specifications and to protect the interest of the City. Mr. Flatter explained that the additional \$20,000.00 compensation requested by Strand is strictly due to project delays caused by Mack Construction. Although Mack is making some progress on the project, they are extremely slow and seldom are ready for inspection. Mr. Flatter later explained that in addition to tracking liquidated damages of \$500.00 per day as of August 12, 2013 regardless of working conditions and including holidays and weekends, he plans on accessing the additional compensation requested by Strand against Mack Construction. City staff will consult with the City Attorney on all final actions to be taken against Mack Construction.

**Alderman John Banas made a motion, seconded by Alderman Sandy Dimas to recommend approval of:**

- A. Resolution No. 13-R-0088 – Contract Award – Liquid Carbon Dioxide for FY2014.**
- B. Resolution No. 13-R-0089 – Contract Award – Rotary Hydrated Lime for FY2014.**
- C. Resolution No. 13-R-0090 – Contract Award – Liquid Aluminum Sulfate for FY2014.**
- D. Resolution No. 13-R-0091 – Contract Award – Liquid Sodium Hypochlorite for FY2014.**
- E. Resolution No. 13-R-0092 – Contract Amendment No. 1 – Professional Engineering Construction Oversight Services related to the 2013 Main Street Tunnel and Stairway Improvement Project.**

**Voting Yea: Aldermen Banas, Dimas, Beifuss, Earley, Hallett, and Smith. Voting Nay: 0.**

**5. Items for Discussion. None.**

**6. Unfinished Business. None.**

**7. New Business.**

A. Alderman Earley raised concern about lack of water bills being sent, progress of the Water Meter Replacement Project, and whether the new meters are working properly. Chairman Beifuss advised that water billing is an IT and Administrative Services Department issue and Mr. Earley's concerns should be raised with the Finance Committee. In response to Mr. Earley's claim that the water meters are not working properly, Mr. Flatter responded that those meters installed to date are collection consumption data and are reading/working properly. Meters are being scheduled and installed in the final Utility Billing District, UBD #2. With the exception of a few vacant properties and coordination issues with a few property owners, most meters have been installed in all other Utility Billing Districts.

B. Chairman Beifuss asked for an update on improvements planned by METRA and the Union Pacific Railroad for the METRA Station, stating that some of the yellow protective strips on the platforms are not secure and are a concern. Mr. Flatter indicated that he has not received any updates from METRA or the UP on their station improvement project(s). Mr. Flatter will inquire about the projects and update Committee at its next meeting. In addition, Mr. Flatter will report the issues associated with the platforms to the UP.

C. Due to lack of agenda items, Committee agreed to cancel the January 2, 2014 Infrastructure Committee meeting.

**8. Reports from Staff. None.**

**9. Adjournment.** At 7:31 P.M., Alderman Banas made a motion to adjourn seconded by Alderman Hallett. Motion was approved by voice vote.

Respectfully submitted,

Robert E. Flatter, P.E.  
Director of Public Works



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 14-R-0002 - Intergovernmental Agreement with the West Chicago Park District – Reimbursement for Tree Removal Services at Reed-Keppler Park

AGENDA ITEM NUMBER: 4.A.

FILE NUMBER: \_\_\_\_\_

COMMITTEE AGENDA DATE: February 6, 2014

COUNCIL AGENDA DATE: February 17, 2014

**STAFF REVIEW:**

SIGNATURE \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:**

SIGNATURE \_\_\_\_\_

**ITEM SUMMARY:**

Per the Infrastructure Committee's direction at its October 3, 2013 meeting, staff negotiated the terms of an Intergovernmental Agreement with the Executive Director of the West Chicago Park District. The primary terms meet the direction of the Committee: \$5,000 per year for ten years, beginning in 2016. The Executive Director has indicated that the Park Board is agreeable to these terms.

**ACTIONS PROPOSED:**

Staff recommends approval of Resolution No. 14-R-0002

**COMMITTEE RECOMMENDATION:**

RESOLUTION NO. 14-R-0002

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CERTAIN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST  
CHICAGO AND THE WEST CHICAGO PARK DISTRICT REGARDING  
RECOMPENSING THE CITY FOR ASSISTANCE IN THE TRIMMING  
AND CLEARING OF TREES IN REED-KEPPLER PARK

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute and the City Clerk is authorized to attest a certain Intergovernmental Agreement between the City of West Chicago and the West Chicago Park District regarding recompensing the City for assistance in the trimming and clearing of trees in Reed-Keppler Park as a result of the July 1, 2012 storm, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of February, 2014.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

Attest: \_\_\_\_\_  
City Clerk Nancy M. Smith

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST  
CHICAGO AND THE WEST CHICAGO PARK DISTRICT REGARDING  
RECOMPENSING THE CITY FOR ASSISTANCE IN THE TRIMMING AND  
CLEARING OF TREES IN REED-KEPPLER PARK**

THIS INTERGOVERNMENTAL AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2014, between the West Chicago Park District, a park district organized and existing pursuant to the Park District Code, 70 ILCS 5/1250, *et seq.* (hereinafter referred to as “Park District”), and the CITY OF WEST CHICAGO, an Illinois home-rule municipality (hereinafter referred to as “West Chicago”) (collectively referred to as the “Parties”),

**W I T N E S S E T H:**

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and 5 ILCS 220/1, *et seq.*, authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other reserves to pay costs and to service debt related to intergovernmental activities and further authorize units of local government to contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by any law or by ordinance; and

WHEREAS, the Park District and West Chicago are units of local government as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*; and

WHEREAS, most of the Park District’s territory and its facilities lie within the boundaries of West Chicago and principally serve West Chicago residents; and

WHEREAS, because of this commonality of territory and population served, the Park District and West Chicago have a long history of cooperation in endeavors that benefit each other and the residents of West Chicago; and

WHEREAS, as a result of storms of record severity on July 1, 2012, the trees in Reed-Keppler Park, one of the Park District's largest and most forested parks, located on land owned by West Chicago and leased to the Park District, sustained unusually heavy and extensive damage, with fallen and broken limbs and weakened trunks creating an urgent public safety threat not only within Reed-Keppler Park but on West Chicago's street and sidewalks bordering the park; and

WHEREAS, in response to the public emergency created by the damaged trees within the park and areas bordering it a request from the Park District to West Chicago for assistance in removing and trimming damaged trees within Reed-Keppler Park, West Chicago devoted a significant amount of its resources to retain contractors to assist the Park District with this task; and

WHEREAS, as a result of assisting the Park District with this task, West Chicago incurred additional expense related thereto in the amount of \$83,277.50; and

WHEREAS, West Chicago desires to be recompensed for a portion of these expenditures; and

WHEREAS, West Chicago acknowledges that asking the Park District to pay the full amount of \$83,277.50 in a lump sum payment would work a financial hardship on the Park District, particularly in light of its having had to invest sizable resources in the replanting of Reed-Keppler Park as result of the July 1, 2012, storms; and

WHEREAS, also, both Parties acknowledge that the Park District devoted staff time and some of its resources to assisting West Chicago in clearing Fremont Street from trees and tree limbs felled as a result of the July 1, 2012, storm event; and



WHEREAS, accordingly, in recognition of the Park District's assistance with the clearing of Fremont Street and the hardship an immediate lump sum payment of \$83,277.50 would work on the Park District, West Chicago is willing to accept \$50,000.00 as total reimbursement for its expenses for assistance in the clearing of Reed-Keppler Park and to accept payment of such in installments of \$5,000.00 over a period of ten (10) years beginning May 31, 2016; and

WHEREAS, total reimbursement to West Chicago in the amount of \$50,000.00, to be paid in installments of \$5,000.00 over a period of ten (10) years beginning May 31, 2016, is acceptable and agreed to by the Park District.

NOW, THEREFORE, pursuant to their powers of intergovernmental cooperation and in consideration of the foregoing premises and the mutual promises, agreements, covenants, and grants hereinafter made, IT IS MUTUALLY AGREED between the West Chicago Park District and the City of West Chicago, as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are incorporated herein by reference as if fully set forth.

Section 2. Reimbursement to West Chicago. The Park District shall reimburse West Chicago in the total amount of \$50,000.00 to reimburse West Chicago for a portion of the expenditures it incurred assisting the Park District by paying contractors to remove and trim trees in Reed-Keppler Park damaged by the storms of July 1, 2012. Reimbursement shall be made in annual installments of \$5,000, payable to the "City of West Chicago" and delivered to the attention of the City Administrator, beginning on or before May 31, 2016, and on or before May 31<sup>st</sup> of each year thereafter until the reimbursement amount is fully paid. West Chicago shall invoice for each installment payment, but shall not be required to issue receipts.

### Section 3. Miscellaneous.

- A. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the Parties with respect to this matter and supersedes all prior understandings and agreements.
- B. Notice. All notice shall be in writing. If to West Chicago, the notice shall be addressed to the "City of West Chicago, 475 Main Street, West Chicago, Illinois 60185, Attention: City Administrator", and if to the Park District, to the "West Chicago Park District, 157 West Washington Street, West Chicago, Illinois 60185, Attention: Executive Director".
- C. Default. Any Party, in breach of this Agreement, shall have thirty (30) days to cure such breach after service of notice of such by the non-breaching Party. If the breach is not cured within such time, the breaching Party shall be deemed in default of this Agreement, and the non-breaching Party shall have any and all legal, equitable, and administrative remedies available to it against the breaching Party on account of said default. The breaching Party shall be obligated to pay all reasonable attorney's fees, court costs, witness fees and expenses, and other expenses of the non-breaching Party relating to an action of any kind by the non-breaching Party to enforce this agreement.
- D. Amendment. This Agreement may be amended at any time, provided such amendment is in writing and approved by the corporate authorities of both Parties.

THIS AGREEMENT is executed on behalf of the West Chicago Park District by the President and Secretary of its Board of Park Commissioners, pursuant to authority granted at a regular meeting of said Board held on the \_\_\_\_ day of \_\_\_\_\_, 2014, and on behalf of the City of West Chicago by its Mayor and City Clerk, pursuant to authority granted at a regular meeting of the City Council of West Chicago held on the 10<sup>th</sup> day of February, 2014.

**WEST CHICAGO PARK  
DISTRICT**

\_\_\_\_\_  
President, Board of Park  
Commissioners

ATTEST:

\_\_\_\_\_  
Secretary, Board of Park Commissioners

**CITY OF WEST CHICAGO**

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 14-R-0004 – A Resolution for Maintenance of Streets and Highways by the City of West Chicago Relating to FY2014 MFT Estimate of Maintenance Costs

**AGENDA ITEM NUMBER:** 4.B.

**COMMITTEE AGENDA DATE:** February 6, 2014  
**COUNCIL AGENDA DATE:** February 17, 2014

**STAFF REVIEW:** Timothy R. Wilcox, Assistant Director of Public Works

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

On December 16, 2013 City Council approved Ordinance 13-O-0042 adopting the Annual Budget for the Fiscal Year Ending December 31, 2014, which included the proposed expenditure of Motor Fuel Tax (MFT) funds in the amount of \$913,800. MFT funds are budgeted for the purposes of maintaining Streets, Highways, and Rights-of-Way under the applicable provisions of the Illinois Highway Code.

Each year, the Illinois Department of Transportation (IDOT) requires the City of West Chicago to submit for IDOT approval a Resolution (using IDOT Form BLR 14230) for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code. The Municipal Estimate of Maintenance Costs form (BLR 14231), the Request for Expenditure/Authorization of Motor Fuel Tax Funds form (BLR 09150), and a letter detailing estimated IMRF and FICA expenditures are also required and must be submitted in conjunction with the resolution. These forms and letters are attached for review and approval.

IMRF and FICA estimated expenditures are not to be included on BLR 14230 and BLR 14231. These expenditures are detailed on BLR 09150 and by separate letter.

**ACTIONS PROPOSED:**

Approve Resolution No. 14-R-0004 authorizing the City Clerk to execute and submit, to IDOT, the attached IDOT Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code form (BLR 14230) and the attached IDOT Municipal Estimate of Maintenance Costs form (BLR 14231), for MFT funding in the amount of \$873,400.00 for FY2014; and authorize the City Clerk to execute and submit, to IDOT, the IDOT Request for Expenditure/Authorization of Motor Fuel Tax Funds form (BLR 09150), and a letter detailing the estimated IMRF and FICA expenditures, for MFT funding in the amount of \$40,400.00 for FY2014.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 14-R-0004**

A RESOLUTION AUTHORIZING THE CITY CLERK TO EXECUTE AND SUBMIT, TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION RESOLUTION FOR MAINTENANCE OF STREETS AND HIGHWAYS BY MUNICIPALITY UNDER THE ILLINOIS HIGHWAY CODE (BLR 14230), THE ILLINOIS DEPARTMENT OF TRANSPORTATION MUNICIPAL ESTIMATE OF MAINTENANCE COSTS (BLR 14231), THE ILLINOIS DEPARTMENT OF TRANSPORTATION REQUEST FOR EXPENDITURE/AUTHORIZATION OF MOTOR FUEL TAX FUNDS (BLR 09150), AND A LETTER DETAILING THE ESTIMATED IMRF AND FICA EXPENDITURES USING MOTOR FUEL TAX FUNDS FOR FY2014.

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City Clerk is hereby authorized to execute the Illinois Department of Transportation Resolution for Maintenance of Streets and Highways by Municipality Under the Illinois Highway Code (BLR 14230), the Illinois Department of Transportation Municipal Estimate of Maintenance Costs (BLR 14231), the Illinois Department of Transportation Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR 09150), and is authorized to submit a letter to the Illinois Department of Transportation detailing the estimated IMRF and FICA expenditures using Motor Fuel Tax funds for fiscal year 2014, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of February, 2014

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith





**Illinois Department  
of Transportation**

**Resolution for Maintenance of  
Streets and Highways by Municipality  
Under the Illinois Highway Code**

BE IT RESOLVED, by the City Council of the  
(Council or President and Board of Trustees)  
City of West Chicago, Illinois, that there is hereby  
(City, Town or Village) (Name)  
appropriated the sum of \$873,400.00 of Motor Fuel Tax funds for the purpose of maintaining  
streets and highways under the applicable provisions of the Illinois Highway Code from January 1, 2014  
(Date)  
to December 31, 2014.  
(Date)

BE IT FURTHER RESOLVED, that only those streets, highways, and operations as listed and described on the approved Municipal Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Clerk shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in the account(s) for this period; and

BE IT FURTHER RESOLVED, that the Clerk shall immediately transmit two certified copies of this resolution to the district office of the Department of Transportation, at Schaumburg, Illinois.

I, Nancy M. Smith Clerk in and for the City  
(City, Town or Village)  
of West Chicago, County of DuPage

hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by

the City Council at a meeting on February 17, 2014  
(Council or President and Board of Trustees) Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 17th day of February, 2014.

(SEAL)

\_\_\_\_\_  
City Clerk  
(City, Town or Village)

<p style="text-align: center;"><b>Approved</b></p> <p style="text-align: center;">_____ Date Department of Transportation</p> <p style="text-align: center;">_____ Regional Engineer</p>
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# CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

February 18, 2014

Marilin Solomon, P.E.  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
201 West Center Court  
Schaumburg, IL. 60196

Re: Estimated IMRF and FICA Expenditures for 2014 Maintenance Period

Dear Ms. Solomon:

In accordance with IDOT regulations, this letter is sent to inform you of estimated IMRF and FICA expenditures. The following is an estimate of the monies to be spent for the 2014 Maintenance Period for IMRF and FICA contributions using MFT funds:

Total Expenditures for:

FICA	\$14,600
IMRF	<u>\$25,800</u>
Total	\$40,400

If you have any questions, please feel free to contact Robert E. Flatter, Director of Public Works, at (630) 293-2255.

Sincerely,

Nancy M. Smith  
City Clerk

NMS:tw

Cc: Robert E. Flatter, P.E., Director of Public Works



**Illinois Department  
of Transportation**

**Request for Expenditure/Authorization  
of Motor Fuel Tax Funds**

**For District Use Only**

Transaction Number \_\_\_\_\_

Date \_\_\_\_\_

Checked by \_\_\_\_\_

Municipality City of West Chicago

County DuPage

Rd. District \_\_\_\_\_

Section 14-0000-00-RF

I hereby request authorization to expend Motor Fuel Tax Funds as indicated below.

<b>Purpose</b>	<b>Amount</b>
Contract Construction .....	_____
Day Labor Construction .....	_____
Right-of-Way (Itemized On Reverse Side).....	_____
Engineering .....	_____
Maintenance Engineering .....	_____
Engineering Investigations.....	_____
Other Category.....	_____
Obligation Retirement .....	_____
Maintenance.....	_____
Co. Eng./Supt. Salary & Expenses (Period from _____ to _____ )	_____
IMRF or Social Security .....	<u>25,800.00</u>
Interest .....	_____
_____	_____
_____	_____
<b>Total</b>	<b>\$ <u>25,800.00</u></b>

Comments Period from 01/01/2014 to 12/31/2014

Date February, 17 , 2014

Signed by \_\_\_\_\_

City Clerk  
Title of Official

**Approved**

\_\_\_\_\_  
Date

**Department of Transportation**

\_\_\_\_\_  
Regional Engineer

## Itemization of Right-of-Way Request

[illegible]



Maintenance Period 1/1/2014 to 12/31/2014

Municipality: West Chicago

Section Number: 14 - 00000 - 00 - GM

**Estimated Cost of Maintenance Operations**

Maintenance Operation (No. Description)	Maint. Group	Insp. Req.	For Group I, IIA, IIB, or III					Est Total Operation Cost
			Item	Unit	Quantity	Unit Price	Item Cost	
1. Snow Removal	II-A		Labor (City)				118,500.00	
			Rock Salt (by Joint State				250,000.00	
			Purchase)					
			Chemical Anti-ice				20,000.00	388,500.00
2. Street Sweeping	II-B		Labor (Contractual)				134,400.00	
			Solid Waste Disposal				30,000.00	164,400.00
3. Pavement Patching	II-B		Labor (City)				24,200.00	
			Superpave Surface				40,000.00	
			Superpave Binder				5,000.00	
			Bit Patch - ColdMix				8,000.00	
			Emulsion				300.00	77,500.00
			(By Joint Purchase DPC)					
4. Drainage Structure Cleaning	II-A		Labor (City)					9,200.00
5. Drainage Structure Repair	II-A		Labor (City)				9,200.00	
			Materials				5,000.00	14,200.00
6. Pavement Striping	II-A		Labor (City)				9,000.00	
			Materials				2,000.00	11,000.00
7. Traffic Signal Maintenance	IV		Maintenance/Repair					25,000.00
			(Contractual)					
8. Street Light Maintenance	II-B		Labor (City)				20,600.00	
			Materials				15,000.00	
			Energy Charges				130,000.00	
			Maintenance/Repair				18,000.00	183,600.00
			(Contractual)					
Total Estimated Maintenance Operation Cost								873,400.00
Preliminary Engineering								
Engineering Inspection								
Material Testing								
Advertising								
Bridge Inspections								
Total Estimated Maintenance Engineering Cost								-
Total Estimated Maintennace Cost								873,400.00

Submitted:

Approved:

Municipal Official

Title

Regional Engineer

Date

Date



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 14-R-0005 – Contract Award – 2014 Parkway Tree Planting Program

**AGENDA ITEM NUMBER:** 4.C.

**COMMITTEE AGENDA DATE:** February 6, 2014

**COUNCIL AGENDA DATE:** February 17, 2014

**STAFF REVIEW:** Tim Wilcox, Assistant Director of Public Works

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

This project consists of providing and planting 130 parkway trees in various locations within the corporate limits of the City of West Chicago.

On January 9, 2014, the City advertised the 2014 Parkway Tree Planting Program in the Daily Herald. There were a total of nine plan holders for this bid and sealed bids were opened Thursday, January 30, 2014. Bids were received from five contractors with Alaniz Landscape Group, Inc. of Elgin, Illinois, submitting the lowest responsible bid of \$30,415.00 (see attached bid tab sheet for additional clarification). The second lowest responsible bidder was The Fields on Caton Farm of Joliet Illinois, with a bid of \$32,850.00.

Staff recommends that a contract be awarded to Alaniz Landscape Group, Inc. of Elgin, Illinois, for services related to the 2014 Parkway Tree Planting Program, for an amount not to exceed \$30,415.00. West Chicago has contracted with Alaniz Landscape Group, Inc. for the past three tree planting programs.

Services related to the above referenced program will be funded from the Capital Projects Fund (08-34-53-4854) in which \$50,000.00 has been budgeted for FY2014.

**ACTIONS PROPOSED:**

Approve Resolution No. 14-R-0005 authorizing the Mayor to execute a contract with Alaniz Landscape Group, Inc. of Elgin, Illinois, as lowest responsible bidder, to provide services related to the 2014 Parkway Tree Planting Program, for an amount not to exceed \$30,415.00.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 14-R-0005**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A  
CONTRACT AGREEMENT WITH ALANIZ LANDSCAPE GROUP, INC.,  
FOR PROFESSIONAL SERVICES RELATED TO THE  
2014 PARKWAY TREE PLANTING PROGRAM**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for Professional Services related to the 2014 Parkway Tree Planting Program between the City of West Chicago and Alaniz Landscape Group, Inc., for an amount not to exceed \$30,415.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of February, 2014.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

City of West Chicago Tabulation of Bids			Name and Address of Bidder		Nettle Creek Nursery 320 Ottawa St. Morris, IL 60450		Alaniz Group P.O. Box 1248 Elgin, IL 60121		The Fields on Caton Farm 2412 Hacker Drive Joliet, IL 60435		Pedersen Company 6N543 IL Rt. 25 St. Charles, IL 60174		TNT Landscape Contractors 847 S. Randall Rd., Ste. 334 Elgin, IL 60123	
2014 Parkway Tree Planting Program			Approved Estimate		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond		5% Bid Bond	
ITEMS	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1 Autumn Blaze Maple	Ea.	15	\$250.00	\$3,750.00	\$395.00	\$5,925.00	\$224.00	\$3,360.00	\$250.00	\$3,750.00	\$322.00	\$4,830.00	\$305.00	\$4,575.00
2 Parkway Maple	Ea.	15	\$250.00	\$3,750.00	\$395.00	\$5,925.00	\$237.00	\$3,555.00	\$240.00	\$3,600.00	\$287.00	\$4,305.00	\$280.00	\$3,900.00
3 Crimson King Maple	Ea.	15	\$250.00	\$3,750.00	\$425.00	\$6,375.00	\$191.00	\$2,865.00	\$250.00	\$3,750.00	\$340.00	\$5,100.00	\$295.00	\$4,425.00
4 GinkgoMale, Saratago	Ea.	15	\$250.00	\$3,750.00	\$425.00	\$6,375.00	\$299.00	\$4,485.00	\$295.00	\$4,425.00	\$464.00	\$6,960.00	\$405.00	\$6,075.00
5 Redmond Linden	Ea.	15	\$250.00	\$3,750.00	\$385.00	\$5,775.00	\$207.00	\$3,105.00	\$225.00	\$3,375.00	\$262.00	\$3,930.00	\$250.00	\$3,750.00
6 Swamp White Oak	Ea.	10	\$250.00	\$2,500.00	\$370.00	\$3,700.00	\$221.00	\$2,210.00	\$265.00	\$2,650.00	\$333.00	\$3,330.00	\$345.00	\$3,450.00
7 Chicago Blues Black Locust	Ea.	15	\$275.00	\$4,125.00	\$335.00	\$5,025.00	\$239.00	\$3,585.00	\$260.00	\$3,900.00	\$402.00	\$6,030.00	\$325.00	\$4,875.00
8 Prospector Elm	Ea.	10	\$250.00	\$2,500.00	\$344.00	\$3,440.00	\$248.00	\$2,480.00	\$225.00	\$2,250.00	\$325.00	\$3,250.00	\$310.00	\$3,100.00
9 Hedge Maple	Ea.	10	\$275.00	\$2,750.00	\$345.00	\$3,450.00	\$246.00	\$2,460.00	\$260.00	\$2,600.00	\$333.00	\$3,330.00	\$250.00	\$2,500.00
10 Ivory Silk Lilac	Ea.	10	\$275.00	\$2,750.00	\$360.00	\$3,600.00	\$231.00	\$2,310.00	\$255.00	\$2,550.00	\$347.00	\$3,470.00	\$310.00	\$3,100.00
Total	As read				\$52,540.00		\$30,415.00		\$32,850.00		\$44,515.00		\$39,750.00	
Bid	As corrected			\$33,375.00	\$49,290.00		\$30,415.00		\$32,850.00		\$44,535.00		\$39,750.00	



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 14-R-0006 - Contract Award - 2014 Forestry Maintenance Program

**AGENDA ITEM NUMBER:** 4.D.

**COMMITTEE AGENDA DATE:** February 6, 2014

**COUNCIL AGENDA DATE:** February 17, 2014

**STAFF REVIEW:** Timothy Wilcox, Assistant Director of Public Works

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

The Forestry Maintenance Program covers contractual trimming and removal of parkway trees. The program is funded to enable completion of a five-year trimming cycle for the whole town, which is the recommended procedure by Arborists. This will be the fourth year of the third five-year trimming cycle.

On January 9, 2014, the City advertised the 2014 Forestry Maintenance Program in the Daily Herald. There were a total of thirteen (13) plan holders for this bid and sealed bids were received and opened on Thursday, January 30, 2014. Bids were received from five (5) contractors with Steve Piper & Sons, Inc. of Naperville, Illinois, submitting the lowest responsible bid of \$75,502.62 (see attached bid tab sheet for additional clarification). The second lowest bidder was Mario's Tree Service of Addison, Illinois, with a bid of \$77,816.20.

References from other Illinois municipalities were called and all had positive responses for service and performance, and all would use them again. West Chicago has also used Steve Piper & Sons for past trimming and removal programs, and staff was satisfied with their performance. It is staff's recommendation that a contract be awarded to Steve Piper & Sons, Inc. for services related to the 2014 Forestry Maintenance Program, for an amount not to exceed \$75,502.62.

Services related to the above referenced program will be funded from the Capital Projects Fund (08-34-53-4870) in which \$100,000.00 has been budgeted in FY2014 for the 2014 Forestry Maintenance Program.

**ACTIONS PROPOSED:**

Approve Resolution No. 14-R-0006 authorizing the Mayor to execute a contract with Steve Piper & Sons, Inc. of Naperville, Illinois, as lowest responsible bidder, to provide services for the 2014 Forestry Maintenance Program, in an amount not to exceed \$75,502.62.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 14-R-0006**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
AGREEMENT WITH STEVE PIPER & SONS, INC. OF NAPERVILLE,  
ILLINOIS FOR PROFESSIONAL SERVICES RELATED TO THE 2014  
FORESTRY MAINTENANCE PROGRAM**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement, for Professional Services related to the 2014 Forestry Maintenance Program, between the City of West Chicago and Steve Piper & Sons, Inc. of Naperville, Illinois, for an amount not to exceed \$75,502.62, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of February, 2014.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith



City of West Chicago Tabulation of Bids  2014 Forestry Maintenance Program				Name and Address of Bidder		Kramer Tree Specialists 300 Charles Court West Chicago, IL 60185		The Davey Tree Expert Co. 1500 N Mantua St. Kent, OH 44240		Mario's Tree Service & Lds. P.O., Box 234 Addison, IL 60101		Steve Piper & Sons 31W320 Ramm Drive Naperville, IL 60564		Trees R Us, Inc. P.O. Box 6014 Wauconda, IL 60084	
Date: January 30, 2014 @ 11:00 A.M. Opened by: Tim Wilcox Recorded by: Michelle Baldino				Approved Estimate of Cost		5% Bid Bond		5% Bid Bond		Cashier's Check		5% Bid Bond		5% Bid Bond	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total		
ITEMS	Units	Quantity	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	
1 Tree Removal (15 in./dia or less in./dia)	in./dia	0.0	\$9.00	\$0.00	\$23.00	\$0.00	\$0.00	\$0.00	\$16.00	\$0.00	\$0.00	\$0.00	\$28.00	\$35.00	
2 Tree Removal (over 15 in./dia)	in./dia	1168.3	\$25.00	\$29,207.50	\$42.00	\$49,068.60	\$43.00	\$50,236.90	\$24.00	\$28,039.20	\$24.55	\$28,681.77	\$24.55	\$47,900.30	
3 Pruning (1 to 10 in./dia)	ea. Tree	788.0	\$15.00	\$11,820.00	\$36.00	\$28,368.00	\$29.00	\$22,852.00	\$14.00	\$11,032.00	\$16.50	\$13,002.00	\$16.50	\$22,458.00	
4 Pruning (over 10 in./dia)	ea. Tree	1107.0	\$50.00	\$55,350.00	\$68.00	\$75,276.00	\$39.00	\$43,173.00	\$35.00	\$38,745.00	\$30.55	\$33,818.85	\$30.55	\$74,722.50	
Total As Read						\$152,712.60		\$116,261.90		\$77,816.20		\$75,504.16		\$145,080.50	
Total As Corrected				\$96,377.50		\$152,712.60		\$116,261.90		\$77,816.20		\$75,502.62		\$145,080.80	

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 14-R-0007 – Contract Award – Procurement of Course and Fine Aggregate Material Delivered For FY 2014

**AGENDA ITEM NUMBER:** 4.E.**COMMITTEE AGENDA DATE:** February 6, 2014  
**COUNCIL AGENDA DATE:** February 17, 2014**STAFF REVIEW:** Timothy Wilcox, Assistant Director of Public Works**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Aggregate Material, such as gravel, rock and sand, are used in numerous maintenance and repair activities performed by staff in the Public Works Department, including shoulder work on unimproved roads and alleys, sand bags, and underground utility repairs in or near streets and sidewalks. Aggregate material is ordered and delivered on an as needed basis and total quantities vary each year, mostly dependent on the number of utility repairs (i.e., watermain breaks, sanitary sewer blockages and repairs, etc.). Aggregate material purchase is budgeted and paid for from the Sewer Fund, Water Fund and General Fund, in which approximately \$30,000 in total is budgeted each year. Staff prepared bid specifications using estimated quantities for the purpose of establishing unit prices. The specifications allow for variations in total unit quantities ordered based on the needs for each item, provided the total contract amount is not exceeded.

On January 9, 2014 the City advertised the 2014 Course and Fine Aggregate Material Delivered Program in the Daily Herald. There were six bid holders and sealed bids were publicly opened on Thursday, January 30, 2014. Bids were received from four suppliers, with Marcott Enterprises, Inc. of Villa Park, Illinois, submitting the lowest responsible bid of \$30,650.00 (see attached bid tab sheet for additional clarification). The second lowest bidder was Viking Brothers, Inc. of Aurora, Illinois with a bid of \$31,130.00.

Staff recommends that a contract be awarded to Marcott Enterprises, Inc. of Villa Park, Illinois, for services related to the 2014 Course and Fine Aggregate Material Delivered, for an amount not to exceed \$30,650.00. Marcott Enterprises, Inc. has previously held contracts with West Chicago for course and fine aggregate material delivered and staff was satisfied with its service, products, and reliability. References were called and favorable responses were received.

**ACTIONS PROPOSED:**

Approve Resolution No. 14-R-0007 authorizing the Mayor to execute a contract with Marcott Enterprises, Inc. of Villa Park, Illinois, for the procurement of Course and Fine Aggregate Material Delivered for FY 2014, for an amount not to exceed \$30,650.00.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 14-R-0007**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
WITH MARCOTT ENTERPRISES, INC., FOR THE PROCUREMENT OF  
COURSE AND FINE AGGREGATE MATERIAL DELIVERED**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract for the procurement of Course and Fine Aggregate Material Delivered, between Marcott Enterprises, Inc. and the City of West Chicago, for an amount not to exceed \$30,650.00, for Year 2014, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of February, 2014

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

City of West Chicago Tabulation of Bids  2014 Aggregate Material Delivered  Bid Opening: January 30, 2014 @ 11:30 A.M.  Opened by: Tim Wilcox Recorded by: Michelle Baldino				Viking Bros., Inc. 1665 Eastwood Dr Aurora, IL 60506		Vulcan Materials 1000 E. Warrenville Rd. Naperville, IL 60563		Marcott Enterprises, Inc. 600 N. Villa Ave., Unit C Villa Park, IL 60181		Koz Trucking Inc PO. Box 279 Medinah, IL 60157	
ITEM	DESCRIPTION	Units	Qty	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost	Unit Price	Total Cost
1	CA-6 Crushed Stone, #8	Ton	1,400	\$10.60	\$14,840.00	\$14.54	\$20,356.00	\$10.50	\$14,700.00	\$10.25	\$14,350.00
2	CA-11 Crushed Stone, 3/4 chips	Ton	500	\$14.55	\$7,275.00	\$18.54	\$9,270.00	\$14.50	\$7,250.00	\$13.95	\$6,975.00
3	CA-1 Crushed Limestone 3"	Ton	300	\$13.35	\$4,005.00	\$18.54	\$5,562.00	\$12.50	\$3,750.00	\$15.00	\$4,500.00
4	FA-5 Screenings	Ton	100	\$8.10	\$810.00	\$11.54	\$1,154.00	\$5.00	\$500.00	\$7.50	\$750.00
5	3/4" Washed Gravel	Ton	250	\$12.60	\$3,150.00	\$16.82	\$4,205.00	\$13.00	\$3,250.00	\$15.50	\$3,875.00
6	FA-2 Sand	Ton	100	\$12.50	\$1,250.00	\$14.27	\$1,427.00	\$12.00	\$1,200.00	\$10.00	\$1,000.00
TOTAL AS RECORDED:					\$31,130.00		\$42,299.00		\$30,650.00		\$31,450.00
TOTAL AS CORRECTED:					\$31,130.00		\$42,299.00		\$30,650.00		\$31,450.00



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 14-R-0008 – Contract Award – Cemetery Management, Inc. (John B. Reynolds) for Cemetery Sexton Services For FY 2014

**AGENDA ITEM NUMBER:**4.F**COMMITTEE AGENDA DATE:** February 6, 2014**COUNCIL AGENDA DATE:** February 17, 2014**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

Annually, the City contracts with a Cemetery Sexton to supervise and direct all activities in the Glen Oak and Oakwood Cemeteries, including, but not limited to sales of gravesites, performing grave openings and closings, grounds maintenance, and preparation and maintenance of records and reports for submittal to the City. Since May 7, 1990, Mr. John Reynolds of Cemetery Management, Inc. has contractually been the City's Cemetery Sexton. The City pays Mr. Reynolds an annual sexton salary of \$6,000.00, plus additional costs associated with interments, grounds maintenance, and other contractual services as requested. The number of interments remains the unknown factor that impacts budget expenditures; the City averages 30 interments per year.

For FY 2014, Mr. Reynolds agreed to honor his contract and all unit prices from FY 2013. Therefore, for FY 2014, Mr. Reynolds's contract is identical to his FY 2013 contract, with the only changes being references to calendar year 2014; no fee, charges, or service increases, additions, or changes were made to the contract. The current 2013 contract contains an extension provision for up to two additional years through mutual agreement between Cemetery Management, Inc. and the City for the same contract value and same schedule of rates.

In addition, since Mr. Reynolds will not receive an increase for any single service provided, no increases or changes to the City Code are proposed for grave excavations and interments for FY 2014.

Due to satisfactory performance, it is staff's recommendation that a new Services Agreement be offered to Cemetery Management, Inc. (Mr. John Reynolds), for an amount not to exceed \$71,250.00, for FY 2014.

**ACTIONS PROPOSED:**

Approve Resolution No. 14-R-0008 authorizing the Mayor to execute a Contract with Cemetery Management, Inc. (John B. Reynolds), for an amount not to exceed \$71,250.00, for Cemetery Sexton services for FY 2014.

**COMMITTEE RECOMMENDATION:**



**RESOLUTION NO. 14-R-0008**

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT  
AGREEMENT WITH CEMETERY MANAGEMENT INC. FOR  
PROFESSIONAL SERVICES RELATED TO CEMETERY SEXTON AT THE  
CITY'S GLEN OAK AND OAKWOOD CEMETERIES FOR FY 2014**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the Mayor is hereby authorized to execute a Contract Agreement for Professional Services related to Cemetery Sexton, between the City of West Chicago and Cemetery Management, Inc., for the period January 1, 2014 through December 31, 2014, for an amount not to exceed \$71,250.00, in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 17<sup>th</sup> day of February, 2014.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Resolution No. 14-R-0009 – Resolution of Support for DuPage County to extend the Great Western Trail from Prince Crossing Road to Sassafras Drive in West Chicago, Illinois.

**AGENDA ITEM NUMBER:** 4.G,**COMMITTEE AGENDA DATE:** February 6, 2014**COUNCIL AGENDA DATE:** February 17, 2014**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

In 2013, with Surface Transportation Program (STP) funding, the City had constructed a shared use pedestrian/bicycle pathway connecting the Great Western Trail at Illinois Route 59 to the Illinois Prairie Path - Geneva Spur at Reed-Keppler Park. The paths alignment begins at the present terminus of the Great Western Trail (former right-of-way for the Chicago Great Western Railroad) near Illinois Route 59, thence southward towards Reed Keepler Park along the rights-of-ways of Charlestowne Drive, Arbor Avenue, National Street and Yale Street, connecting with the Illinois Prairie Path – Geneva Spur at the corner of Elmwood Avenue and Yale Street.

The Great Western Trail (GWT) in DuPage County currently ends just west of Prince Crossing Road in West Chicago (shown in green on the attached map). The City's shared use pedestrian/bicycle pathway (shown in orange on the attached map) connects to the GWT via an unmaintained off road path. If the GWT were extended from Prince Crossing Road to Sassafras Drive, a distance of 1.1 miles, it would complete the Great Western Trail in DuPage County (proposed extension shown in blue on the attached map). The GWT cannot be extended farther west of Sassafras Drive because that section is still an active railroad siding. For clarification, the red line shown on the attached map is the Elgin Branch of the Illinois Prairie Path.

City staff understands that all planning and engineering for the proposed GWT extension is complete, and that the GWT extension is on the County's long range plan. Dan Thomas, DuPage County Trails Coordinator, supports the GWT extension, but could not commit as to when it will be constructed. Therefore, to encourage DuPage County officials to budget for the construction of the GWT extension in its next Budget Year, staff recommends that City Council approve a Resolution of Support and submit to DuPage County for further consideration.

**ACTIONS PROPOSED:**

Approve Resolution No. 14-R-0009, a Resolution of Support for DuPage County to extend the Great Western Trail from Prince Crossing Road to Sassafras Drive in West Chicago, Illinois.

**COMMITTEE RECOMMENDATION:**

**RESOLUTION NO. 14-R-0009**

**A RESOLUTION OF SUPPORT FOR DUPAGE COUNTY TO EXTEND THE GREAT  
WESTERN TRAIL FROM PRINCE CROSSING ROAD TO SASSAFRAS DRIVE IN  
WEST CHICAGO, ILLINOIS**

WHEREAS, shared use pedestrian/bicycle pathways are a tremendous asset of the City of West Chicago; and,

WHEREAS, providing and promoting the use of shared use pedestrian/bicycle pathways eliminates traffic congestion, improves air quality, and improves the overall well-being of the City of West Chicago; and,

WHEREAS, the City of West Chicago wholeheartedly supports the extension of existing, and construction of new, shared use pedestrian/bicycle pathways throughout the City and to connect existing trail systems together; and,

WHEREAS, the City of West Chicago wholeheartedly supports DuPage County's Regional Bike Path Plan.

NOW, THEREFORE, BE IT RESOLVED by City Council of the City of West Chicago, in regular session assembled, that the City Council fully supports the extension of the DuPage County Great Western Trail from Prince Crossing Road to Sassafras Drive in West Chicago, Illinois and requests that the DuPage County Board fund this Project in its next Budget Year.

APPROVED this 17<sup>th</sup> day of February, 2014.

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

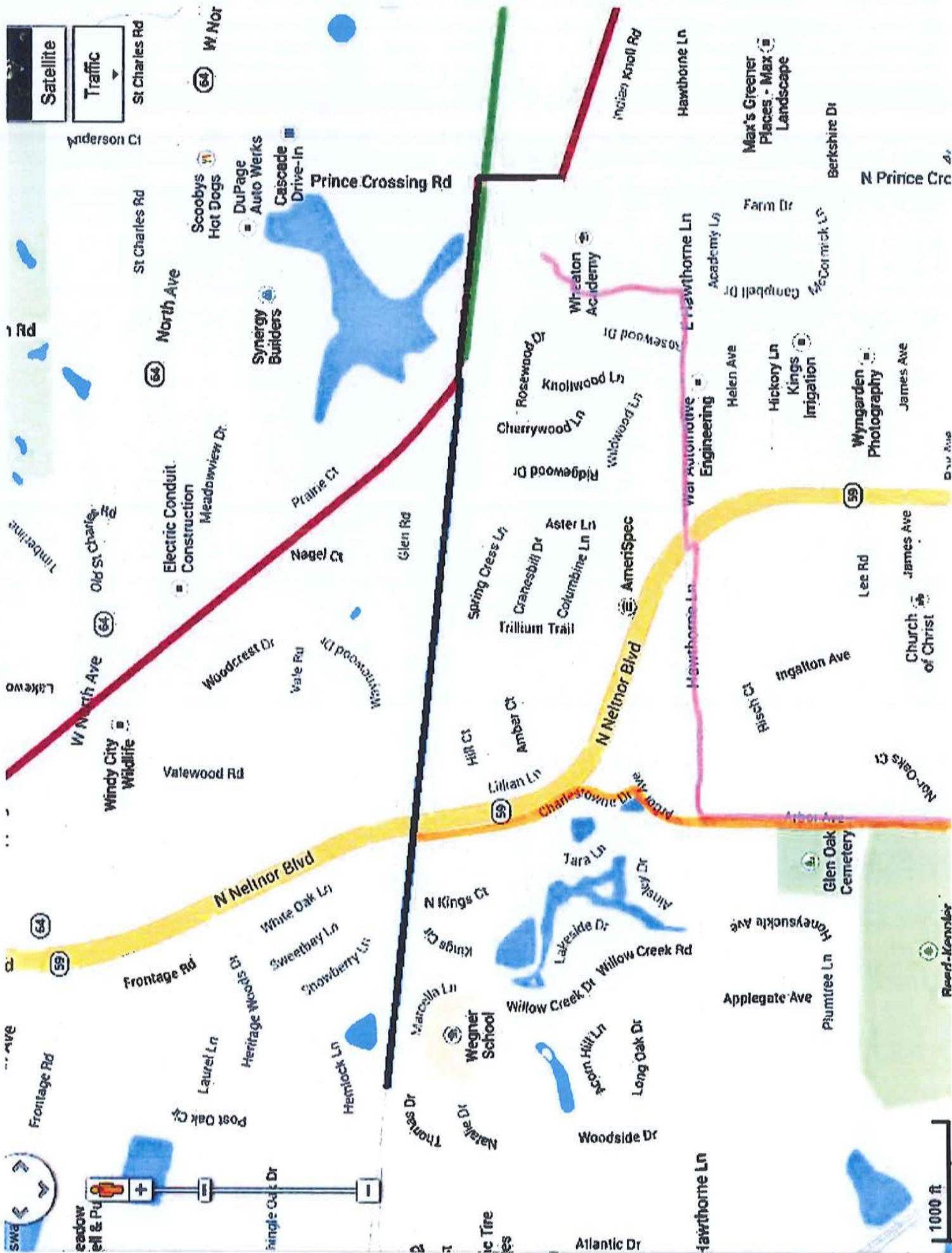
ABSENT: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda

ATTEST:

\_\_\_\_\_  
City Clerk Nancy M. Smith





## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Change Order No. 1 & Final – 2013 Main Street Stairway  
Improvement Project – The Kenneth Company

**AGENDA ITEM NUMBER:** 4.H**COMMITTEE AGENDA DATE:** February 6, 2014**COUNCIL AGENDA DATE:** February 17, 2014**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

On May 20, 2013 City Council approved Resolution No. 13-R-0038 authorizing the Mayor to execute a contract with The Kenneth Company, for an amount not to exceed \$180,938.00, for services related to the 2013 Main Street Stairway Improvement Project.

The project is substantially complete, final quantities have been calculated, and final invoicing was submitted for \$186,681.37. The reason for the contract overage, in the amount of \$5,743.37, is due to additional concrete flat work, additional railing fabrication, and changes to the bollard lighting foundations, all required due to field conditions identified during construction.

Adequate funds are available in the Capital Projects Fund to cover this change order.

**ACTIONS PROPOSED:**

Approve Change Order No. 1 & Final to the Contract with The Kenneth Company, for an amount of \$5,743.37, for services related to the 2013 Main Street Stairway Improvement Project.

**COMMITTEE RECOMMENDATION:**

## CITY OF WEST CHICAGO

## PUBLIC WORKS

RESIDENT ENGINEER'S REQUEST FOR  
AUTHORIZATION FOR CHANGE ORDERSTO: Michael Guttman  
City Administrator

Project: 2013 Main Street Stairway Improvements Project

Authorization No. 1 and Final

Date: 2/17/2014

Contractor: The Kenneth Company

Dear Sir:

I recommend that a change be made as follows to the above contract:  
 An (addition, extension, deduction) will be made from Station \_\_\_\_\_ to Station \_\_\_\_\_,  
 a net length of \_\_\_\_\_ miles. This change revises the total length to \_\_\_\_\_ miles.

The estimated quantities are shown below. The first addition of an item not in the  
 original contract under the fund type is indicated by asterisk (\*).

ITEM NO.	* ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT	UNIT PRICE	TOTAL	ADDITION / DEDUCTION
1	Concrete Flat Work	1	L Sum	\$1,180.00	\$1,180.00	\$1,180.00
2	Railing Fabrication	1	L Sum	\$2,310.00	\$2,310.00	\$2,310.00
3	Bollard Lighting Foundations	1	L Sum	\$2,253.37	\$2,253.37	\$2,253.37

Totals                      \$5,743.37                      \$5,743.37

Amount of Original Contract:    \$180,938.00  
 Previous Change Orders:  
 Net Change to Date:            \$5,743.37  
 % of Original Contract Price:    3.17%

State fully the nature and reason for the change:

Measurement of final field quantities and improvements  
to field conditions identified during construction.

When the net increase or decrease to the contract exceeds \$10,000 or the time of completion is increased or decreased by 30 days or more, one of the following statements shall be checked.

- ☐ The undersigned determine that the circumstances that necessitate this change were not reasonably foreseeable at the time of the original contract.
- ☐ The undersigned determine that the circumstances that necessitate this change were not within the contemplation of the contract as signed.
- ☒ The undersigned determine that this change is in the best interest of the local agency and is authorized by law.

Date: February 17, 2014

Date: February 17, 2014

Approved:

Attest:

\_\_\_\_\_  
Mayor Ruben Pineda\_\_\_\_\_  
City Clerk Nancy M. Smith



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Change Order No. 1 & Final – Fremont Street Parking Lot  
Reconstruction Project – J. A. Johnson Paving Company

**AGENDA ITEM NUMBER:** 4.I.**COMMITTEE AGENDA DATE:** February 6, 2014**COUNCIL AGENDA DATE:** February 17, 2014**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

On May 20, 2013 City Council approved Resolution No. 13-R-0037 authorizing the Mayor to execute a contract with J. A. Johnson Paving Company, for an amount not to exceed \$182,568.81, for services related to the 2013 Fremont Street Parking Lot Reconstruction Project.

The project is substantially complete, final quantities have been calculated, and final invoicing was submitted for \$202,984.06. The reason for the contract overage, in the amount of \$20,415.25, is due to measurement of final field quantities, and completion of added resurfacing work on the Fitness Station parking lot and the adjacent alley/Geneva Spur bike path. During construction, staff felt it would be in the best interest of the City to utilize the contractor and the contract pricing obtained for the Fremont Street parking lot project to resurface the dilapidated Fitness Station parking lot and the adjacent alley/Geneva Spur bike path.

Adequate funds are available in the Capital Projects Fund to cover this change order.

**ACTIONS PROPOSED:**

Approve Change Order No. 1 & Final to the Contract with J. A. Johnson Paving Company, for an amount of \$20,415.25, for services related to the 2013 Fremont Street Parking Lot Reconstruction Project.

**COMMITTEE RECOMMENDATION:**

## CITY OF WEST CHICAGO

## PUBLIC WORKS

RESIDENT ENGINEER'S REQUEST FOR  
AUTHORIZATION FOR CHANGE ORDERSTO: Michael Guttman  
City Administrator

Project: Fremont Street Parking Lot Reconstruction Project

Authorization No. 1 and Final

Date: 2/17/2014

Contractor: J.A. Johnson Paving Company

Dear Sir:

I recommend that a change be made as follows to the above contract:

An (addition, extension, deduction) will be made from Station \_\_\_\_\_ to Station \_\_\_\_\_,  
a net length of \_\_\_\_\_ miles. This change revises the total length to \_\_\_\_\_ miles.The estimated quantities are shown below. The first addition of an item not in the  
original contract under the fund type is indicated by asterisk (\*).

ITEM NO.	* ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT	UNIT PRICE	TOTAL	ADDITION / DEDUCTION
1	Resurfacing - parking lot and bike path/alley	1	L SUM	\$20,415.25	\$20,415.25	\$20,415.25

Totals \$20,415.25 \$20,415.25

Amount of Original Contract: \$182,568.81

Previous Change Orders:

Net Change to Date: \$20,415.25

% of Original Contract Price: 11.18%

State fully the nature and reason for the change:

Measurement of final field quantities and completion of added resurfacing  
work on the Fitness Station parking lot and the adjacent alley/Geneva Spur  
bike path.
When the net increase or decrease to the contract exceeds \$10,000 or the time of completion is increased or  
decreased by 30 days or more, one of the following statements shall be checked.

- ☐ The undersigned determine that the circumstances that necessitate this change were not  
reasonably foreseeable at the time of the original contract.
- ☐ The undersigned determine that the circumstances that necessitate this change were not  
within the contemplation of the contract as signed.
- ☒ The undersigned determine that this change is in the best interest of the local agency and is  
authorized by law.

Date: February 17, 2014

Date: February 17, 2014

Approved:

Attest:

Mayor Ruben Pineda

City Clerk Nancy M. Smith

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Change Order No. 1 & Final – 2013 Sidewalk Maintenance Program – Lorusso Cement Contractors, Inc.

**AGENDA ITEM NUMBER:** 451**COMMITTEE AGENDA DATE:** February 6, 2014**COUNCIL AGENDA DATE:** February 17, 2014**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

On September 16, 2013 City Council approved Resolution No. 13-R-0066 authorizing the Mayor to execute a contract with Lorusso Cement Contractors, Inc., for an amount not to exceed \$136,961.20, for services related to the 2013 Sidewalk Maintenance Program.

The project is substantially complete, final quantities have been calculated, and final invoicing was submitted for \$140,138.95. The reason for the contract overage, in the amount of \$3,177.75, is due to measurement of final field quantities. At a few locations, slight adjustments were made in the field to improve transition and/or replace additional defects noticed.

Adequate funds are available in the Capital Projects Fund to cover this change order.

**ACTIONS PROPOSED:**

Approve Change Order No. 1 & Final to the Contract with Lorusso Cement Contractors, Inc., for an amount of \$3,177.75, for services related to the 2013 Sidewalk Maintenance Program.

**COMMITTEE RECOMMENDATION:**

## CITY OF WEST CHICAGO

## PUBLIC WORKS

RESIDENT ENGINEER'S REQUEST FOR  
AUTHORIZATION FOR CHANGE ORDERSTO: Michael Guttman  
City Administrator

Authorization No. 1 and Final

Project: 2013 Sidewalk Maintenance Program

Date: 2/17/2014

Contractor: Loursso Cement Contractors, Inc.

Dear Sir:

I recommend that a change be made as follows to the above contract:

An (addition, extension, deduction) will be made from Station \_\_\_\_\_ to Station \_\_\_\_\_,  
a net length of \_\_\_\_\_ miles. This change revises the total length to \_\_\_\_\_ miles.The estimated quantities are shown below. The first addition of an item not in the  
original contract under the fund type is indicated by asterisk (\*).

ITEM NO.	* ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT	UNIT PRICE	TOTAL	ADDITION / DEDUCTION
1	Replacement/repair of additional defects	1	L SUM	\$3,177.75	\$3,177.75	\$3,177.75

Totals \$3,177.75 \$3,177.75

Amount of Original Contract: \$136,961.20  
 Previous Change Orders:  
 Net Change to Date: \$3,177.75  
 % of Original Contract Price: 2.32%

State fully the nature and reason for the change:

Measurement of final field quantities and improvements  
to additional defects at staff's direction.

When the net increase or decrease to the contract exceeds \$10,000 or the time of completion is increased or  
 decreased by 30 days or more, one of the following statements shall be checked.

- ☐ The undersigned determine that the circumstances that necessitate this change were not  
reasonably foreseeable at the time of the original contract.
- ☐ The undersigned determine that the circumstances that necessitate this change were not  
within the contemplation of the contract as signed.
- ☒ The undersigned determine that this change is in the best interest of the local agency and is  
authorized by law.

Date: February 17, 2014  
 Approved: \_\_\_\_\_

Date: February 17, 2014  
 Attest: \_\_\_\_\_

\_\_\_\_\_  
Mayor Ruben Pineda\_\_\_\_\_  
City Clerk Nancy M. Smith



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Change Order No. 1 & Final – 2013 Waste Lime Sludge Removal Project – Heartland Recycling, L.L.C.

**AGENDA ITEM NUMBER:** 4.K.**COMMITTEE AGENDA DATE:** February 6, 2014  
**COUNCIL AGENDA DATE:** February 17, 2014**STAFF REVIEW:** Joseph A. Munder, Utility Superintendent**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

On August 5, 2013 City Council approved Resolution No. 13-R-0060 authorizing the Mayor to execute a contract with Heartland Recycling L.L.C., for an amount not to exceed \$576,000.00, for services related to the 2013 Waste Lime Sludge Removal Project.

The project is substantially complete, final quantities have been calculated, and final invoicing was submitted for \$585,062.78. The reason for the contract overage, in the amount of \$9,062.78, is due to actual volume and weight of sludge removed. Per the contract, unit pricing was established for volume and weights of material removed and transported to a land fill. Weight of sludge is determined by volume of solids and percent moisture in sludge at time of removal; this is the only contract variable. In preparation for this contract, samples of the sludge in two lagoons were analyzed for moisture content and the results were used to form an estimate of the volume and weight of the sludge in each lagoon.

Adequate funds are available in the Water Fund to cover this change order.

**ACTIONS PROPOSED:**

Approve Change Order No. 1 & Final to the Contract with Heartland Recycling, L.L.C., for an amount of \$9,062.78, for services related to the 2013 Waste Lime Sludge Removal Project.

**COMMITTEE RECOMMENDATION:**

## CITY OF WEST CHICAGO

## PUBLIC WORKS

RESIDENT ENGINEER'S REQUEST FOR  
AUTHORIZATION FOR CHANGE ORDERSTO: Michael Guttman  
City Administrator

Project: 2013 Waste Lime Sludge Removal Project

Authorization No. 1 and Final

Date: 2/17/2014

Contractor: Heartland Recycling, L.L.C.

Dear Sir:

I recommend that a change be made as follows to the above contract:

An (addition, extension, deduction) will be made from Station \_\_\_\_\_ to Station \_\_\_\_\_,  
a net length of \_\_\_\_\_ miles. This change revises the total length to \_\_\_\_\_ miles.The estimated quantities are shown below. The first addition of an item not in the  
original contract under the fund type is indicated by asterisk (\*).

ITEM NO.	* ITEM DESCRIPTION AND UNIT	QUANTITY	UNIT	UNIT PRICE	TOTAL	ADDITION / DEDUCTION
1	Actual volume and weight of sludge removed	1	L SUM	\$9,062.78	\$9,062.78	\$9,062.78

Totals \$9,062.78 \$9,062.78

Amount of Original Contract: \$576,000.00  
 Previous Change Orders:  
 Net Change to Date: \$9,062.78  
 % of Original Contract Price: 1.57%

State fully the nature and reason for the change:

Weight of sludge is determined by volume of solids and  
percent moisture in sludge at the time of removal.  
Represents actual volume and weight of sludge.

When the net increase or decrease to the contract exceeds \$10,000 or the time of completion is increased or  
decreased by 30 days or more, one of the following statements shall be checked.

- ☐ The undersigned determine that the circumstances that necessitate this change were not  
reasonably foreseeable at the time of the original contract.
- ☐ The undersigned determine that the circumstances that necessitate this change were not  
within the contemplation of the contract as signed.
- ☒ The undersigned determine that this change is in the best interest of the local agency and is  
authorized by law.

Date: February 17, 2014

Date: February 17, 2014

Approved:

Attest:

Mayor Ruben Pineda

City Clerk Nancy M. Smith



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Approval of Emergency Contractual Services – United Septic

**AGENDA ITEM NUMBER:** 4.L.

**COMMITTEE AGENDA DATE:** February 6, 2014

**COUNCIL AGENDA DATE:** February 17, 2014

**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

On Friday, January 3, 2014 at approximately 2:00 p.m., the sanitary forcemain from Sanitary Lift Station #5 broke in front of the Metra Station and began spraying sanitary sewage onto the entrance steps whenever the lift station pumped. City crews were immediately dispatched to complete repairs, which required the pumps at the lift station to be shut down. Lift Station #5 is located east of the Metra Station, behind Burger King, and its forcemain is buried approximately 5 feet deep.

Although turning off the pumps at the lift station stopped the spray of sewage, it did not stop the flow of raw sewage to the lift station. Said sewage needed to be either bypass pumped or collected and trucked to a gravity sanitary sewer downstream of the lift station. Given the fact that the lift station is not located within close proximity to another gravity sanitary sewer, bypass pumping was not an option. Therefore, the City had to hire United Septic to provide emergency services to intercept the flow of sewage to the lift station, pump it into a tanker truck, transport it, and dump it to a sanitary manhole downstream of the lift station, which is tributary to the Wastewater Treatment Plant by gravity. The City's vactor equipment does not have a tanker large enough handle the large volume of flow received by the lift station.

United Septic provided continuous emergency contractual service from approximately 3:00 p.m. Friday, January 3, 2014 to approximately 3:00 p.m. Saturday, January 4, 2014, when the forcemain was successfully repaired. The cost for United Septic services was \$21,600.00.

Without United Septic's services, the City would have experienced major sanitary backups into several residential and commercial properties along Main Street and east of Illinois Route 59.

**ACTIONS PROPOSED:**

Approve the City Administrator's emergency purchase of sewage hauling services from United Septic, in the amount of \$21,600.00, related to the broken forcemain from Sanitary Lift Station #5 on January 3 and 4, 2014.

**COMMITTEE RECOMMENDATION:**

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Approval of Emergency Purchase of Thawrox Treated Salt –  
North American Salt Company

**AGENDA ITEM NUMBER:** 4. M.

**COMMITTEE AGENDA DATE:** February 6, 2014

**COUNCIL AGENDA DATE:** February 17, 2014

**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

As a result of the extreme cold and heavy snow conditions experienced in December 2013 and forecasted for January 2014, and because of low salt supplies and difficulty the City was experiencing in obtaining regular road salt deliveries from Morton Salt Company, the City's salt provider by State Contract; on January 9, 2014, the City Administrator authorized the emergency purchase of 500 tons of Thawrox treated salt from North American Salt Company at the price of \$73.41 per ton delivered.

At the first of the year, City staff contacted the sales representative for North American Salt, who acknowledged an ability and willingness to deliver Thawrox to the City, even though we did not have an existing contract. The City utilized Thawrox treated salt in 2011 and was very pleased with its performance and effectiveness during extreme cold conditions, when regular salt was not. In addition, Thawrox does not require the additional use of Geomelt or other pre-wet agents.

All 500 tons of Thawrox was delivered and approximately 300 tons was used in January. The remaining 200 tons will be used sparingly.

**ACTIONS PROPOSED:**

Approve the City Administrator's emergency purchase of 500 tons of Thawrox treated salt from North American Salt Company at the price of \$73.41 per ton delivered.

**COMMITTEE RECOMMENDATION:**



**Sold-To ("Purchaser"):**

Rob Flatter  
City of West Chicago-Ts  
475 Main Street  
West Chicago, IL 60185

Date: January 08, 2014  
Document: 110866  
Tel: (630) 293-2255  
Fax: (630) 293-3028  
Email: mbaldino@westchicago.  
Customer #: H906535  
Preferred: Fax

**NASC (Seller) / Quotation for bulk de-icing salt**

Quantity (TN)	Delivery Location	Price Per Ton (USD)	
500	City of West Chicago 135 W Grandlake Blvd West Chicago, IL 60186 Destination #: H957632 Delivery Lead Time: 3 days	73.41 Deliver	Depot: Chicago Export-Treated Salt Product: 6602U - Thawrox-Treated Salt Mode of Transport: DUMP (END OR BOTTOM) Distance: 40.4 Miles

Subject to prior sale  
Quotation for Thawrox Treated Salt

The Customer commits to purchase 80% of the quantity shown and to commence receiving deliveries no later than December 31. Seller may decline any orders for any reason impacting its ability to ship product, including (but not limited to) the availability of product, conditions at the terminal or production facilities, or weather conditions. The Customer will be invoiced for any tons not taken up to the 80% (unless Seller has declined to deliver those tons).

Price(s) effective through Monday, 31 Mar 2014

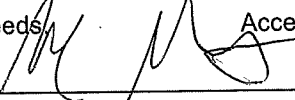
**Purchaser agrees to pay the seller for such salt as and when delivered, in accordance with the price and payment terms stated above and on the reverse side of this form (unless inconsistent with the terms on this page).**

Terms are NET 30 days from shipment with approved credit.

- \* This proposal is open for acceptance for 5 days following date of issue, and supersedes any and all previous proposals and or contracts. Proposal must be signed indicating acceptance to be valid.
- \* Delivered price(s) via dump and based on full truck load quantities.
- \* Seller does not commit to a specific delivery lead time. Any lead time specified above is an estimated target only.
- \* Product is for bulk end use only and is not intended for blending and packaging without prior consent.
- \* Applicable taxes extra
- \* NASC has no obligation to store salt after the Term, but if it chooses to make storage available it will be for a fee of \$5 per month per ton.

Thank you for the opportunity to quote on your bulk de-icing salt needs.

Matt Beyers  
Eastern Specialty Sales Manager 913-344-9101  
NASC

Accepted By;  
Signature:   
Title: City Administrator  
Name: Michael Gutman  
Date: 1/9/14

Please sign and return by fax to 913-338-7945 or e-mail highwaygroup@compassminerals.com or by mail.  
Order placement and inquiries Monday through Friday - 7:00 am to 5:00 pm.

## Terms and Conditions of Sale

1. **OFFER.** No terms stated by Buyer in its bid, purchase order, acknowledgment, or other form shall be binding upon the Seller except as expressly agreed in writing by the Seller. Buyer is hereby notified of the Seller's objection to and rejection of any additional or different terms in Buyer's bid, purchase order, acknowledgment, or other forms. THE SELLER'S PROPOSAL IS EXPRESSLY LIMITED TO ACCEPTANCE UPON THE TERMS AND CONDITIONS CONTAINED IN THESE TERMS AND CONDITIONS OF SALE (referred to as this 'Agreement').
2. **PAYMENT.** Buyer agrees to make payment at Seller's location and at the time and in the currency specified on the Seller's invoicing document. The Seller may, in its sole judgment, require such other payment terms as it deems appropriate, including full or partial payment in advance of shipment or by letter of credit.
3. **PAST DUE ACCOUNTS.** A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Amounts owed by Buyer with respect to which there is no dispute will be paid without set-off for any amount which Buyer may claim are owed by Seller. Buyer agrees to reimburse Seller all attorney fees and court costs in connection with default of these payment terms by Buyer.
4. **PRICES.** EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE. ORDERS WILL BE INVOICED, UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, AT THE SELLER'S PRICE IN EFFECT ON THE SCHEDULED DATE OF SHIPMENT. Prices on the invoicing document are net of all applicable discounts and promotional allowances. References to 'tons' shall mean short tons (2000 lbs.) unless otherwise specified.
5. **CANCELLATION.** Orders may be canceled by Buyer only upon (1) written or oral notice to the Seller subsequently accepted in writing by the Seller and (2) payment to the Seller of reasonable cancellation charges to be solely determined by the Seller. Except as otherwise agreed in writing, until the product that is identified on the front of this invoice ('Product') is shipped, Seller has no obligation under any order submitted by Buyer (and may cancel the order at any time prior to shipment).
6. **CREDIT.** Credit payment terms must have the prior approval of the Seller's Credit Department and must be specified in writing on the Seller's invoicing document. If at any time Buyer's financial responsibility becomes impaired or unsatisfactory to the Seller, Seller reserves the right to stop shipment, on notification to Buyer and to demand payment in advance or at the time of delivery for future deliveries or to require other security satisfactory to the Seller, and in the absence thereof, to cancel, without liability, the unfilled portion of the contract.
7. **TAXES.** Any tax or other governmental charge now or hereafter levied upon production, severance, manufacture, delivery, storage, consumption, sale, use or shipment of Products ordered or sold is not included in Seller's price and will be charged to and paid by the Buyer.
8. **DELAYS.** All orders are subject to the Seller's ability to make delivery at the time and in the quantities specified, and the Seller shall not be liable for damages for failure to make partial or complete shipment or for the delay in making shipments. The Seller shall not be liable for delays or defaults in delivery caused by forces not reasonably within Seller's control (including but not limited to delays or defaults by carriers, extreme cold weather, partial or total failure of Seller's intended production, transportation or delivery facilities, etc., floods, fires, storms, or other acts of God, war or act of public enemy (or civil disturbance), strikes, lock-outs, shortages of labor or raw materials and supplies (including fuel), action of any governmental authority, or other force majeure event). The Buyer shall be liable for any added expenses incurred by the Seller because of Buyer's delay in furnishing requested information to the Seller, delays resulting from order changes by the Buyer, or delay in unloading shipments at delivery point that are the fault of Buyer.
9. **SHIPMENT COSTS/TRANSPORTATION MATTERS.** Unless otherwise specified on the Seller's invoicing document, all transportation charges, including, but not limited to, carrier's charges for notification prior to delivery, demurrage caused by Buyer, delay in unloading, diversion, or reconsignment will be paid by the Buyer. Risk of loss and title to Products transfers to the Buyer upon delivery at the F.O.B. point identified on the Seller's invoicing document. Products held or stored by Seller for Buyer will be at the sole risk of Buyer and Buyer will be liable for the expense to Seller of holding or storing Product at Buyer's request. On passage of title, the Buyer is then responsible for proper protection of Products and compliance with all regulations and ordinances and will indemnify the Seller against all claims for personal injuries or property damage arising from the storage, use or handling of such Products. Claims for damage or shortage in transit must be made by the Buyer against the carrier. The Buyer has the responsibility to inspect shipments before or during unloading to identify any such damage or shortage and see that appropriate notation is made on the delivery tickets or an inspection report furnished by the local agent of the carrier in order to support a claim. Buyer shall be solely responsible for the care and condition of railcars in their possession and for their timely return in good condition.
10. **WARRANTY/TIME FOR MAKING CLAIMS.** The Seller warrants only that it will convey good title to the Product and that, at the time of shipment, the Product will conform to the published specifications of the Seller. Seller's specifications are subject to change at any time without notice to Buyer. NO OTHER WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, IS MADE BY SELLER, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. Buyer must notify Seller of any claim with respect to Product, warranty, or any other claim under this Agreement within thirty (30) days of Seller's delivery of Product or such claim is waived. In the event of an alleged breach hereof by the Seller, the sole remedy available to the Buyer on account of any defect in the Product shall be limited to the replacement of such defective Product by the Seller. In the event the remedy provided herein shall be deemed to have failed its essential purpose, then the Buyer shall be entitled only to a refund of the amounts paid to the Seller for such defective Product. Subject to the notification of claim provision above, no action for breach of the contract for sale or otherwise with respect to Product will be commenced more than one (1) year after the accrual of the cause of action thereto.
11. **LIMITATION OF LIABILITY.** SELLER'S LIABILITY FOR ANY CLAIM ARISING UNDER THIS AGREEMENT WILL BE LIMITED TO THE AMOUNT OF THE NET PURCHASE PRICE OF THE PRODUCTS SOLD TO BUYER BY SELLER PURSUANT TO THIS INVOICE. SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES FOR ANY CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. The Buyer assumes all risks and liability for any damage to persons or property resulting from the use of the Product delivered hereunder in manufacturing processes of the Buyer or in combination with other substances or otherwise.
12. **INDEMNIFICATION.** BUYER SHALL INDEMNIFY, HOLD HARMLESS AND DEFEND SELLER AND ITS AFFILIATES AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE 'INDEMNIFIED PARTIES'), FROM ALL CLAIMS, LIABILITIES, DAMAGES, SUITS, PROCEEDINGS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) (COLLECTIVELY, THE 'LOSSES'), FOR ANY DAMAGE, INJURY, DEATH, LOSS OR DESTRUCTION OF ANY KIND RELATING TO OR ARISING OUT OF THE PERFORMANCE OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOSS OR DAMAGE TO ANY PROPERTY OR INJURY TO OR DEATH OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, BUYER OR ITS EMPLOYEES), WHETHER ARISING AS A WORKERS' COMPENSATION CLAIM OR UNDER THEORIES OF NEGLIGENCE, TORT, STRICT LIABILITY, INTENTIONAL MISCONDUCT, OR FAULT OF ANY KIND, AND EVEN IF THE RESULT OR ALLEGED RESULT OF THE CONDUCT, NEGLIGENCE, ERROR, OMISSION, OR BREACH OF THIS AGREEMENT OR NON-COMPLIANCE WITH APPLICABLE LAWS BY ANY INDEMNIFIED PARTIES. THIS PROVISION SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.
13. **SECURITY INTEREST.** The Buyer hereby grants to the Seller and the Seller hereby retains a security interest in all Products furnished by the Seller and the proceeds thereof, until the purchase price therefore is fully paid. Buyer agrees to execute such financing statements and other documents as Seller may determine to be necessary to perfect such security interest.
14. **GOVERNING LAW/JURISDICTION.** This Agreement and any sales hereunder will be governed by the laws of the state of Kansas without regard to conflicts of law rules. Both parties consent to the jurisdiction of Johnson County, Kansas courts over any matters arising out of this Agreement or any sales hereunder.
15. **ASSIGNABILITY.** This Agreement is not assignable by the Buyer without the prior written consent of the Seller and any purported assignment without such consent will be void.
16. **ENTIRE AGREEMENT.** These Terms and Conditions of Sales constitute the entire agreement of sale and purchase of the Product. No modification of this Agreement shall be of any force or effect unless in writing and signed by the parties sought to be bound thereby, and no modification shall be effected by the acknowledgment or acceptance of purchase order forms containing different terms or conditions.
17. **NO WAIVER.** The failure by Seller to enforce at any time any of the provisions of this Agreement, or to exercise any rights provided herein, will not be construed as a waiver of such provisions or options, nor in any way be construed to affect the validity of this Agreement, or the right of Seller thereafter to enforce each and every such provision.

## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Authorize the Purchase of Ice Control Material - Geomelt 217 from SNI Solutions

**AGENDA ITEM NUMBER:** 4.N.

**COMMITTEE AGENDA DATE:** February 6, 2014

**COUNCIL AGENDA DATE:** February 17, 2014

**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works

**SIGNATURE** \_\_\_\_\_

**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman

**SIGNATURE** \_\_\_\_\_

**ITEM SUMMARY:**

Due to the high price per ton of salt, potential for salt shortages, and increased awareness of environmental consequences from standard salt practices, in 2008 staff recommended and the City Council approved implementing the use of pre-wet and anti-ice practices. Pre-wetting salt prior to applying it to roadways and anti-ice applications (i.e., spraying roadways prior to a snow event) has been shown to increase the effectiveness of salt at lower temperatures and to reduce overall salt usage. It has become standard practice for State, County, and many municipalities to use liquid ice control materials. All new snow fighting equipment for West Chicago is now specified with pre-wet systems and anti-ice equipment, in addition to the standard salt spreading and plowing capabilities.

In addition to using 100% salt brine for anti-icing, City staff also prefers to use Geomelt 217 (20% Geomelt, 10% calcium chloride, 70% salt brine) for both pre-wetting and anti-icing when temperatures drop below the effectiveness of salt.

The cost of ice control materials (liquids) is paid for out of the Motor Fuel Tax (MFT) Fund where \$20,000 has been budgeted for 2014. On December 10, 2013 the City Administrator approved the purchase of 22,500 gallons of liquid Geomelt 217 from SNI Solutions at \$0.79 per gallon, for an amount of \$17,775.00. SNI submitted the lowest of three quotes received for Geomelt 217.

As a result of this being one of the coldest and snowiest winter seasons, there are only approximately 8,000 gallons of Geomelt 217 remaining. With no relief from the wintery weather conditions in sight, staff seeks approval to purchase up to an additional 25,000 gallons of Geomelt 217 from SNI Solutions for an amount not to exceed \$19,750.00, if necessary.

As this additional expenditure will result in a total purchase value for this vendor above the spending authority of the City Administrator, staff is requesting approval from City Council to purchase an additional 25,000 gallons of Geomelt 217, for an amount not to exceed \$19,750.00, from SNI Solutions.

There are adequate reserves in the MFT budget for the purchase of additional Geomelt 217.

## CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

Authorize the purchase of an additional 25,000 gallons of Geomelt 217 from SNI Solutions at \$0.79 per gallon, for an amount not to exceed \$19,750.00.

**COMMITTEE RECOMMENDATION:**



## CITY OF WEST CHICAGO

### INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

**ITEM TITLE:**

Authorizing for City Administrator to Enter into a Contract for the Supply of Electricity Under the City's Electricity Aggregation Program

**AGENDA ITEM NUMBER:** 4.0.**COMMITTEE AGENDA DATE:** February 6, 2014  
**COUNCIL AGENDA DATE:** February 17, 2014**STAFF REVIEW:** Robert E. Flatter, P.E., Director of Public Works**SIGNATURE** \_\_\_\_\_**APPROVED BY CITY ADMINISTRATOR:** Michael L. Guttman**SIGNATURE** \_\_\_\_\_**ITEM SUMMARY:**

In accordance with Ordinance No. 13-O-0014 and Chapter 19, "Electricity Aggregation Program" of the Code of Ordinances, the City operates an Electricity Aggregation Program pursuant to the Illinois Power Agency Act and may solicit bids and enter into service agreements to facilitate sale and purchase of electricity for its residential and small commercial retail customers. The City operates its aggregation program as an opt-out program.

On March 7, 2013 the City solicited bids for its Electricity Aggregation Program and, with direction from the Infrastructure Committee, the City Administrator executed a one-year agreement with First Energy Solutions for the procurement of electricity at the rate of 4.616 cents per kWh. The City's current aggregation program expires on May 1, 2014 and given the recent upswing in pricing, NIMEC (Northern Illinois Municipal Electric Collaborative, Inc.), the City's consultant, recommends that the City solicit new bids on Monday, February 10, 2014. This will also allow sufficient time to process agreements and account changes, and to send notifications to all customers, prior to the May 1, 2014 deadline. NIMEC will seek and receive 12 month, 24 month, and 36 month term fixed rate bids from several suppliers. The City will then be able to choose the best term.

Per City Ordinance No. 13-O-0014, the City Administrator has been granted the specific authority to execute a contract for electricity per the Electricity Aggregation Program, without further action by the Corporate Authorities and with the authority to bind the City, pending review of the bids and approval of the bid by the Infrastructure Committee. As electricity is now a commodity that is market driven, it can change from day to day and hour to hour. Therefore, once the competitive bid prices are received, the City will need to make an immediate decision and accept or reject the bid of the lowest cost supplier within 24 hours of receipt. Considering a solicitation of bids for Monday, February 10, 2014, Infrastructure Committee will not have an opportunity to review the bids prior to the 24 hour response time. What this means is that the Infrastructure Committee would need to authorize the City Administrator to sign a contract with the lowest cost supplier for the best term available. The Infrastructure Committee would then subsequently review and formally approve the low bid award afterwards (similar to an emergency purchase).

Based on a recent bid received by NIMEC for another municipality in January 2014, the yearly rate is trending towards approximately 6.7 cents per kWh, and the three year rate is trending towards approximately 6.5 cents per kWh. This is unusual in the fact that typically we experience higher long-term pricing as most supplier want to be compensated for taking the risk of locking in a long-term fixed rate. ComEd's rate is currently approximately 6.0 cents per kWh, but it will be adjusting its rates in June 2014 and have the option of adjusting them again in September 2014. NIMEC anticipates that ComEd will increase its rates in June to approximately 7.0 cents per kWh.

# CITY OF WEST CHICAGO

**ACTIONS PROPOSED:**

Authorize the City Administrator to enter into a best term Contract, with the lowest cost supplier, for the supply of electricity under the City's Electricity Aggregation Program.

**COMMITTEE RECOMMENDATION:**