

CITY OF WEST CHICAGO

WHERE HISTORY & PROGRESS MEET

INFRASTRUCTURE COMMITTEE

**Thursday February 4, 2016
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 3, 2015
3. Public Participation / Presentations
4. Items for Consent
 - A. Resolution No. 16-R-0007 – Modification to Community Development Commission Agreement CD14-22 for Time Extension for the Wood Street Reconstruction Project
 - B. Resolution No. 16-R-0009 – Procurement of Course and Fine Aggregate Material Delivered for FY2016
 - C. Resolution No. 16-R-0010 – Contract for Monthly Brush Collection Services Program for Fiscal Years 2016 and 2017
 - D. Resolution No. 16-R-0011 – Intergovernmental Agreement – Winfield Township Road District for Right-of-Way Maintenance Operations
 - E. Purchase One 2015 Brush Bandit Chipper (Model 1590XP) from Atlas Bobcat of Schiller Park, Illinois
5. Items for Discussion
 - A. Powis Road Resurfacing, Union Pacific Railroad to Smith Road¹
6. Unfinished Business
7. New Business
8. Reports from Staff
9. Adjournment

¹ No Agenda Item Summary is included with this item.

CITY OF WEST CHICAGO

DRAFT

WHERE HISTORY & PROGRESS MEET
MINUTES

INFRASTRUCTURE COMMITTEE

December 3, 2015 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 James Beifuss, Sandra Dimas, Al Hallett, and John Smith present. Aldermen Don Earley, Mark Edwalds and Noreen Ligino-Kubinski were absent.

Staff present included Director of Public Works Robert Flatter.

Mr. Kevin VanDeWoestyne, Thomas Engineering Group was also in attendance.

2. Approval of Minutes

A. Infrastructure Committee Minutes of November 5, 2015. Alderman Hallett made a motion, seconded by Alderman Smith to approve the Meeting Minutes of November 5, 2015 with changes. The changes are reflected in the approved minutes. **Voting Yea: Aldermen Hallett, Smith, Beifuss, and Dimas. Voting Nay: 0.**

3. Public Participation / Presentations. None.

4. Items for Consent. Chairman Beifuss read the items for consent and requested discussion on Consent Item A. **Alderman Dimas made a motion, seconded by Alderman Smith to approve:**

B. Resolution No. 15-R-0062 – Contract Amendment No. 2 – Operations Management International, Inc., for Professional Services Related to the Management and Operation of the City's Wastewater Treatment Plant.

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

5. Items for Discussion. Items for discussion also include Consent Item 4.A.

4.A. Purchase One 2015 Avant 640 Loader with Attachments from Russo Power Equipment of Schiller Park, Illinois. Mr. Flatter presented this item in accordance with the agenda item summary. Questions raised were if this loader came with a backhoe attachment, is it an enclosed cab, and what the warranty is. Mr. Flatter stated that the City currently owns a mini excavator now, so a backhoe attachment is not an immediate need. He showed the Committee pictures of the unit, explaining that the cab is enclosed (Mr. Flatter brought along the attachment that was missing from the agenda item summary). Mr. Flatter stated that he was unsure about the warranty, but usually they are warrantied for a one-year period. He stated he would supply warranty information prior to the full City Council approval. (Mr. Flatter provided the attached memorandum (Exhibit A)

regarding Avant Warranty to all City Council members at the December 7, 2015 City Council Meeting.) **Alderman Smith made a motion, seconded by Alderman Dimas to approve. Voting Yea: Aldermen Smith, Dimas, Beifuss, and Hallett. Voting Nay: 0.**

A. Special Service Area (SSA) Development Study for Industrial Parks. Mr. Flatter introduced Mr. Kevin VanDeWoestyne of Thomas Engineering Group (TEG). TEG has prepared the report entitled “Special Service (SSA) Area Development Study for Industrial Parks”, as previously distributed for review and he was in attendance to highlight the report to the Committee.

Mr. VanDeWoestyne stated that since 2005, the City has budgeted between \$800,000 and \$1 million dollars per year for roadway improvements (not including major projects such as Hawthorne Lane Reconstruction). Over this time, the City has rehabilitated over 20 centerline miles of the City’s 80-mile network, covering roughly 2 miles per year. In addition, the City has been successful in obtaining other funding sources such as Surface Transportation Program (STP) and Community Development Block Grants (CDBG). These types of funding are not applicable to the Industrial Area streets described in the SSA Study.

Mr. VanDeWoestyne reviewed the current annual street program with the Committee and the use of the street condition ratings system. Each year’s street improvement program is created based on streets that rate 70 or under. The streets that are included in the areas of the SSA study all fall below a rating of 65. Those streets within the industrial areas have been unfunded within the Capital Improvement Program Budget due to the high costs associated with reconstruction; therefore, the SSA Study provides information to create four separate potential SSA’s.

These four areas are defined as (and all zoned as Manufacturing):

SSA #1 – Charles, Fenton, Wegner, and Helena (Ward 3) Built in 1972

SSA #2 – Western, Downs, and Industrial (Ward 4) Built in 1973

SSA #3 – Harvester, Nuclear, and Northwestern (Ward 7) Built in 1967

SSA #4 – Blackhawk, Howard, and Arthur (Ward 7) Built in 1971

All four areas combined, totals approximately \$30 million (which includes Phase I, II and III engineering fees for full reconstruction).

Mr. Flatter stated that there are procedures identified within the SSA Study that identify the procedure for establishing special service areas including the process for written Ordinances, Public Notices, Public Hearings, etc. The entire process to establish a single SSA may take over a year. Staff is asking Committee for direction to pursue the establishment of Special Service Areas.

Alderman Smith stated that these industrial streets have to be repaired at some point and the City does not have the funding to take care of it, therefore a SSA is necessary. Alderman Dimas asked who the Public Hearing is for. Mr. Flatter stated that first, boundary’s will need to be established and then those affected property owners be invited to attend a Public Hearing. An objection of 51% of the affected owners will be required in order to not proceed with the SSA. Chairman Beifuss stated that if the objection reaches 51%, this issue cannot be brought up again for another two years.

After further discussion on which areas to focus on, staff was instructed to bring back a recommendation to the Infrastructure Committee.

6. Unfinished Business. None.

7. New Business.

A. Mr. Flatter informed Committee that at this time, there are no agenda items for January Committee and asked for approval to cancel. He stated that if something does arise, he will seek direction from the Chairman. The Infrastructure Committee agreed to Cancel the January 7, 2016 Infrastructure Committee Meeting.

8. Reports from Staff. None.

9. Adjournment. At 7:44 P.M., Alderman Dimas made a motion to adjourn, seconded by Alderman Hallett. Motion was unanimously approved by voice vote.

Respectfully submitted,

Michelle Baldino

PUBLIC

DEPARTMENT OF

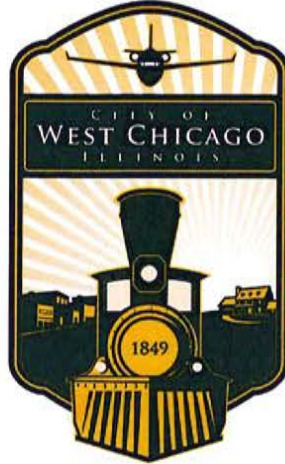


Exhibit A

WORKS

ROBERT E. FLATTER, P.E.
DIRECTOR
(630) 293-2255
FAX (630) 293-2971

UTILITY DIVISION	293-2255
STREET DIVISION	293-2250
WASTEWATER DIVISION	293-2261
ENGINEERING DIVISION	293-2255

MEMORANDUM

TO: Michael Guttman, City Administrator

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

DATE: December 7, 2015

RE: Avant 640 Loader Warranty

At the Infrastructure Committee meeting of December 3, 2015, Alderman Beifuss asked about the warranty on the Avant 640 Loader. The warranty is 24 months or 1,000 hours for all parts and labor (excluding standard wear items such as belts, filters, hoses, tires, etc.).

REF:ref

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 16-R-0007 – Modification to Community Development Commission Agreement CD14-22 for Time Extension for the Wood Street Reconstruction Project

AGENDA ITEM NUMBER: 4. A.

COMMITTEE AGENDA DATE: February 4, 2016
COUNCIL AGENDA DATE: February 15, 2016

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

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

On December 15, 2014 the City Council authorized the City Administrator to execute an Agreement between DuPage County and the City of West Chicago for participation in the Community Development Block Grant (CDBG) funding for the Wood Street Rehabilitation Project (Project), CDBG Project Number CD14-22, under Resolution No. 14-R-0085. Under the progress schedule in the current Agreement, expenditure of funds must occur by December 31, 2015.

With a construction contract awarded to Alliance Contractors, Inc. on May 18, 2015, work started on the project last summer and 100% of the project's work was completed by the end of the year. However, the contractor has not yet submitted his final invoice, thus the City was not be able to expend 100% of the CDBG funds prior to the Agreement's target deadline of December 31, 2015. Therefore, staff has requested a six month extension of time for the Project.

DuPage County has requested that the City enter into an Agreement Modification for the Project, extending the time period covered by the original Agreement to June 30, 2016 (see attached).

ACTIONS PROPOSED:

Approve Resolution No. 16-R-0007 authorizing the City Administrator to execute the Modification To Community Development Commission Agreement CD14-22 for the Wood Street Reconstruction Project, thus extending the time period covered by the Agreement to June 30, 2016.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 16-R-0007

**A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE
A MODIFICATION TO COMMUNITY DEVELOPMENT COMMISSION
AGREEMENT CD14-22 WITH DUPAGE COUNTY FOR THE
WOOD STREET RECONSTRUCTION PROJECT**

BE IT RESOLVED by the City Council of the City of West Chicago, in regular session assembled, that the City Administrator is hereby authorized to execute a certain Modification To Community Development Commission Agreement CD14-22 with DuPage County for the Wood Street Reconstruction Project, thus extending the time period covered by the Agreement to June 30, 2016, a copy of which is attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of February, 2016.

AYES: _____

NAYS: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

MODIFICATION TO COMMUNITY DEVELOPMENT COMMISSION
AGREEMENT CD14-22

THIS MODIFICATION TO AGREEMENT is entered into this ____ day of January, 2016 by and between the COUNTY OF DU PAGE, Illinois (hereinafter called "COUNTY") and the CITY OF WEST CHICAGO, an Illinois Municipal Corporation (hereinafter called "SUBGRANTEE"). The purpose of this MODIFICATION TO AGREEMENT is to modify an existing agreement between the above parties known as Community Development Commission Agreement CD14-22, which was adopted by Resolution DC-R-0105-15 on February 10, 2015, to grant funding in the amount of \$261,495.00, of which \$261,495.00 remains unexpended, for the purpose of the reconstruction of the Wood Street located in Block Group #3 within Tract 8415.01 between W. Brown Street and Ann Street in the City of West Chicago, Illinois to extend the time limit of the Agreement (hereinafter, together with any previous modifications thereto, called "Agreement").

In consideration of the premises of the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to the following modification of the terms of the Agreement.

1. The time period covered by the Agreement is hereby extended to June 30, 2016.

In all other respects, the terms and conditions of the Agreement shall remain in full force and effect.

It is acknowledged that the Agreement Modification is being requested after the grant expiration date of December 31, 2015, however, there has not been a lapse in grant funding.

IN WITNESS WHEREOF, the parties hereto have executed this Modification on the dates recited below:

CITY OF WEST CHICAGO,
an Illinois Municipal Corporation

475 Main Street
West Chicago, Illinois 60185

By: _____
Michael L. Guttman,
City Administrator

Date: _____

Attest: _____
Signature

Printed Name

Title

COUNTY OF DU PAGE, a body politic in the
State of Illinois

By: _____
Mary A. Keating, Director
Department of Community Services

Date: _____

Attest: _____
Julie Hamlin, Community Development
Specialist

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 16-R-0009 – Procurement of Course and Fine Aggregate Material Delivered For FY2016

AGENDA ITEM NUMBER: 4.B.

COMMITTEE AGENDA DATE: February 4, 2016

COUNCIL AGENDA DATE: February 15, 2016

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. 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. Estimated quantities are used for bidding for the purpose of establishing unit prices.

Staff is prepared to go out for bid for Procurement of Course and Fine Aggregate Material Delivered For FY2016; however, on January 25, 2016 Mr. Scott Schroeder of Marcott Enterprises, Inc. of Villa Park, Illinois, the 2015 Course and Fine Aggregate Materials Delivered contract holder, offered to hold his 2015 unit prices for FY2016.

Marcott Enterprises, Inc. has been the low bidder and contract holder for Course and Fine Aggregate Materials Delivered each year since 2012 and has performed very well. Typically the City only receives about three bids annually.

Staff recommends waiving the competitive bidding process and awarding a contract for procurement of course and fine aggregate material delivered for FY2016 to Marcott Enterprises, Inc. of Villa Park, Illinois, for an amount not to exceed \$31,225.00 (based on FY2015 estimated quantities and unit prices received).

ACTIONS PROPOSED:

Waive competitive bidding and approve Resolution No. 16-R-0009 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 FY2016, for an amount not to exceed \$31,225.00.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 16-R-0009

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT
WITH MARCOTT ENTERPRISES, INC., FOR THE PROCUREMENT OF
COURSE AND FINE AGGREGATE MATERIAL DELIVERED FOR FY2016

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
\$31,225.00, for Fiscal Year 2016, a copy of which is attached hereto and incorporated
herein as Exhibit "A".

APPROVED this 15th day of February, 2016

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. 16-R-0010 - Contract for Monthly Brush Collection Services Program for Fiscal Years 2016 and 2017

AGENDA ITEM NUMBER: 4.C.

COMMITTEE AGENDA DATE: February 4, 2015
COUNCIL AGENDA DATE: February 15, 2015

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

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

Since 1995, the City annually contracts for its citywide brush collection program. For seven months, from May thru November, during the first week of each month, residents are allowed to place brush in their parkway and an independent contractor of the City removes and disposes of said brush. Brush is limited to tree trimmings and/or minor storm damage; brush typically expected from a homeowner while working around their yard. It is not the intent of the program, nor the expectation of the City's hired contractor, to take/pick up large volumes of brush from the City's right-of-way that obviously resemble whole tree removals, deposits from other forestry contractors, and/or brush, limbs, logs resulting from major storm damage. The City strives to have all brush removed from the City's right-of-way within five working days.

The Brush Collection Services Program was advertised in the Daily Herald on February 12, 2015 and bids were opened on February 26, 2015. The Program was bid as a renewable yearly program extended through mutual agreement between the bidder and the City of West Chicago; pricing was requested for 2015, 2016 and 2017. Three bids were received in 2015 with Arborworks, LLC of Downers Grove, Illinois submitting the lowest three year total bid of \$188,720.00. On March 16, 2015 the City Council awarded a one year contract for the 2015 Brush Collection Services to Arborworks, LLC. The two other bids received were from Trees "R" Us, Inc. of Wauconda, Illinois with a three year bid of \$206,465.00 and Kramer Tree Specialists, Inc. with a three year total bid of \$232,500.03. A bid tab which provides the unit (monthly) and annual pricing for each of the two remaining program years is attached for clarification. Arborworks, LLC's annual bid for FY2016 is \$62,825.00 and for FY2017 is \$64,645.00.

Initially, during the first two months of service for FY2015, Arborworks, LLC had difficulty completing the removal of residential brush for the entire City of West Chicago within the five working day requirement. After being allowed to learn the City, to work through the problems it initially experienced, and to make necessary adjustments to its operations, Arborworks was able to complete the entire City within the five day requirement for remainder of the program. Arborworks was very cooperative with staff, returned calls promptly, and went back for missed/additional brush piles when required.

Staff believes Arborworks, LLC has demonstrated they are able to complete the Citywide program in the required timeframe and recommends using them for the FY2016 and FY2017 Brush Collection Services Programs. City staff was satisfied with Arborworks' performance during FY2015.

The City's Brush Collection Services Program is funded from the Forestry budget within the Public Works Fund (01-09-22-4214) in which there is \$62,900.00 budgeted for FY 2016 and \$64,700.00 for FY 2017.

CITY OF WEST CHICAGO

ACTIONS PROPOSED:

Approve Resolution No. 16-R-0010 authorizing the Mayor to execute a two year contract with Arborworks, LLC for the 2016 and 2017 Monthly Brush Collection Services Program, for an amount not to exceed \$127,470.00 (\$62,825.00 for FY2016 and \$64,645.00 for FY2017).

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 16-R-0010

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A TWO
YEAR CONTRACT AGREEMENT WITH ARBORWORKS, LLC FOR
SERVICES RELATED TO THE FY2016 AND FY2017 MONTHLY BRUSH
COLLECTION SERVICES PROGRAMS**

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 Services related to the FY2016 and FY2017 Monthly Brush Collection
Services Programs, between the City of West Chicago and Arborworks, LLC, for a
two year total amount not to exceed \$127,470.00, in substantially the form attached
hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of February, 2016.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

City of West Chicago

Tabulation of Bids

2015 Monthly Brush Collection Services

Date: February 26, 2015 @ 11:30 A.M.

Opened by: Tim Wilcox

Recorded by: Michelle Baldino

City of West Chicago Tabulation of Bids 2015 Monthly Brush Collection Services			Kramer Tree Specialists 300 Charles Court West Chicago, IL 60185	Trees "R" Us, Inc. P.O. Box 6014 Wauconda, IL 60084	Arborworks LLC 1202N 75th Street Downers Grove, IL 60516	
Date: February 26, 2015 @ 11:30 A.M. Opened by: Tim Wilcox Recorded by: Michelle Baldino			5% Bid Bond	5% Bid Bond	Cashier's Check	
ITEMS	Units	Quantity	Unit Price	Total	Unit Price	Total
1 2015 Price Per Month	LS	7.0	\$10,857.14	\$75,999.98	\$9,400.00	\$87,500.00
2 2016 Price Per Month	LS	7.0	\$11,071.43	\$77,500.01	\$9,800.00	\$88,975.00
3 2017 Price Per Month	LS	7.0	\$11,285.72	\$79,000.04	\$10,295.00	\$92,335.00
Total As Read			\$232,500.03		\$206,465.00	
Total As Corrected			\$232,500.03		\$206,465.00	
					\$188,720.00	
					\$188,720.00	

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Resolution No. 16-R-0011 – Intergovernmental Agreement
– Winfield Township Road District for Right-of-Way
Maintenance Operations

AGENDA ITEM NUMBER: 4. D,

COMMITTEE AGENDA DATE: February 4, 2016

COUNCIL AGENDA DATE: February 15, 2016

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

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

The Winfield Township Road District has the duty and responsibility to maintain all unincorporated public rights-of-way and roadways within Winfield Township, and the City of West Chicago has the duty and responsibility to maintain all public rights-of-way and roadways within the corporate limits of the City. On December 21, 2015 the City, pursuant to Ordinance No. 15-O-0054, annexed a certain portion of unincorporated territory located on the south side of Roosevelt Road and the east side of Town Road, which included the right-of-way of Town Road. The Winfield Township Road District had been maintaining the Town Road right-of-way, south of Roosevelt Road, and has expressed a desire to continue to provide right-of-way maintenance along said section of right-of-way. Right-of-way maintenance operations will include, but are not limited to, the salting and plowing of Town Road to remove snow and ice from the pavement, mowing and tree and brush removal operation of the public right-of-way adjacent to Town Road, pavement patching of Town Road, and other necessary and appurtenant work. The City will retain the responsibility of performing and financing major pavement and right-of-way reconstruction/rehabilitation improvements of Town Road, south of Roosevelt Road. To clarify the purpose, intent, and responsibilities of each agency for right-of-way maintenance, the District and the City have prepared the attached Intergovernmental Agreement.

ACTIONS PROPOSED:

Approve Resolution No. 16-R-0011 authorizing the Mayor to execute an Intergovernmental Agreement between the Winfield Township Road District and the City of West Chicago for right-of-way maintenance operations.

COMMITTEE RECOMMENDATION:

RESOLUTION NO. 16-R-0011

**A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN
INTERGOVERNMENTAL AGREEMENT WITH THE WINFIELD TOWNSHIP
ROAD DISTRICT FOR RIGHT-OF-WAY MAINTENANCE OPERATIONS**

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 an Intergovernmental Agreement with the Winfield Township Road District regarding right-of-way maintenance operations for Town Road, south of Illinois Route 38 (Roosevelt Road), in substantially the form attached hereto and incorporated herein as Exhibit "A".

APPROVED this 15th day of February, 2016.

AYES: _____

NAYES: _____

ABSTAIN: _____

ABSENT: _____

Mayor Ruben Pineda

ATTEST:

City Clerk Nancy M. Smith

DRAFT

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST
CHICAGO AND THE WINFIELD TOWNSHIP ROAD DISTRICT FOR
RIGHT-OF-WAY MAINTENANCE OF TOWN ROAD, SOUTH OF
ILLINOIS ROUTE 38 (ROOSEVELT ROAD)

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this ____ day of February, 2016, between the City of West Chicago (hereinafter referred to as the "CITY"), a municipal corporation with offices at 475 Main Street, West Chicago, Illinois and the Winfield Township Road District (hereinafter referred to as the "DISTRICT"), a body corporate and politic, with offices at 30W575 Roosevelt Road, West Chicago, Illinois. The CITY and the DISTRICT are hereinafter sometimes individually referred to as a "party" or together as the "parties."

RECITALS

WHEREAS, the CITY in order to facilitate the free flow of traffic and to ensure the safety of the public has the duty and responsibility to maintain all public rights-of-way within the corporate limits of the City of West Chicago (hereinafter referred to as "RIGHT-OF-WAY MAINTENANCE OPERATIONS"); and

WHEREAS, the DISTRICT in order to facilitate the free flow of traffic and to ensure the safety of the public has the duty and responsibility to maintain all unincorporated public rights-of-way (hereinafter referred to as "RIGHT-OF-WAY MAINTENANCE OPERATIONS"); and

WHEREAS, on December 21, 2015 the City of West Chicago, pursuant to Ordinance No. 15-O-0054, annexed a certain portion of unincorporated territory located on the south side of Roosevelt Road and the east side of Town Road, which included the right-of-way of Town Road; and

WHEREAS, the DISTRICT had been maintaining the Town Road right-of-way, south of Roosevelt Road, and has expressed a desire to continue to provide RIGHT-OF-WAY MAINTENANCE OPERATIONS along said section of right-of-way; and,

WHEREAS, the CITY and the DISTRICT maintain a good working relationship and desire to consolidate and share its RIGHT-OF-WAY MAINTENANCE OPERATIONS to improve efficiency; and

WHEREAS, the CITY by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 *et seq.*) and the DISTRICT by virtue of its power set forth in "the Illinois Highway Code (605 ILCS 5/6-201.10-1) and are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*).

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION OF RECITALS.

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF THE "RIGHT-OF-WAY MAINTENANCE OPERATIONS"

- 2.1. The RIGHT-OF-WAY MAINTENANCE OPERATIONS includes, but is not limited to, the salting of public roadways to limit icing of the pavement and plowing of the public roadways to remove snow and ice from the pavement in order to facilitate the free flow of traffic and to ensure the safety of the motoring public, mowing and tree and brush removal operations of the public right-of-way adjacent to the public roadways, and pavement patching of the public roadways in order to facilitate the free flow of traffic and to ensure the

safety of the motoring public, and other necessary and appurtenant work.

3.0 RESPONSIBILITIES - JOINT

- 3.1. The CITY and DISTRICT agree to cooperate in and make every effort to meet the intent of the RIGHT-OF-WAY MAINTENANCE OPERATIONS.

4.0 RESPONSIBILITIES OF THE CITY

- 4.1. The CITY shall retain the responsibility of performing and financing major pavement and right-of-way reconstruction and/or rehabilitation improvements of Town Road, south of Illinois Route 38 (Roosevelt Road).

5.0 RESPONSIBILITIES OF THE DISTRICT

- 5.1 The DISTRICT shall act as the lead agency and agrees to accept all responsibilities associated with the RIGHT-OF-WAY MAINTENANCE OPERATIONS of the following roadways located within the corporate limits of the City of West Chicago, Illinois:

- Town Road, south of Illinois Route 38 (Roosevelt Road).

6.0 INDEMNIFICATION

- 6.1. The CITY shall, to the extent permitted by law, indemnify, hold harmless and defend the DISTRICT, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CITY'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The CITY does not hereby waive any defenses or immunity available to it with respect to third parties.

- 6.2. The DISTRICT shall, to the extent permitted by law, indemnify, hold harmless and defend the CITY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the DISTRICT'S negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The DISTRICT does not hereby waive any defenses or immunity available to it with respect to third parties.
- 6.3. The CITY and the DISTRICT acknowledge that neither party has made representations, assurances or guaranties regarding the other party's or any successor's or assign's authority and legal capacity to indemnify the other party as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the CITY or DISTRICT, any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the other party, or any person or entity claiming a right through either party, or in the event of change in the laws of the State of Illinois governing CITY'S, Road Districts, or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.
- 6.4. Nothing contained herein shall be construed as prohibiting either party, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The CITY'S participation in its defense shall not remove DISTRICT'S duty to indemnify, defend, and hold the CITY harmless, as set forth above. The DISTRICT'S participation in its defense shall not remove CITY'S duty to indemnify, defend, and hold the DISTRICT harmless, as set forth above.

- 6.5. Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.
- 6.6. Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The CITY'S and DISTRICT'S indemnification under Section 6.0 hereof shall terminate when the AGREEMENT is deemed null and void, by mutual agreement.

7.0 INSURANCE

- 7.1. At the time this AGREEMENT is signed and every year thereafter, the DISTRICT shall provide the CITY an original Certificate of Insurance that maintains limits no less than the following:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.
 2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
 3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

The Certificate of Insurance shall also list the City of West Chicago, its officials, agents, employees, and volunteers as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, agents, employees and volunteers. The DISTRICT'S coverage shall be primary and non-contributory as respects the CITY, its officials, agents, employees and volunteers. The Certificate of Insurance shall

also list the City of West Chicago as cancellation notice recipient.

- 7.2. At the time this AGREEMENT is signed and every year thereafter, the CITY shall provide the DISTRICT an original Certificate of Insurance that maintains limits no less than the following:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

The Certificate of Insurance shall also list the Winfield Township Road District, its officials, agents, employees, and volunteers as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the DISTRICT, its officials, agents, employees and volunteers. The CITY'S coverage shall be primary and non-contributory as respects the DISTRICT, its officials, agents, employees and volunteers. The Certificate of Insurance shall also list the Winfield Township Road District as cancellation notice recipient.

8.0 GENERAL

- 8.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the RIGHT-OF-WAY MAINTENANCE OPERATIONS agreed to by both parties and no other changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.

- 8.2. Whenever in this AGREEMENT, approval or review of either the CITY or DISTRICT is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 8.3. In the event of a dispute between the CITY and DISTRICT representatives regarding the RIGHT-OF-WAY MAINTENANCE OPERATIONS, or changes thereto, or in carrying out the terms of this AGREEMENT, the Director of Public Works for the City of West Chicago and the Highway Commissioner of the Winfield Township Road District shall meet and resolve the issue.
- 8.4. No later than fourteen (14) days after the execution of this AGREEMENT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the RIGHT-OF-WAY MAINTENANCE OPERATIONS. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.
- 8.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

9.0 ENTIRE AGREEMENT

- 9.1. This AGREEMENT represents the entire AGREEMENT between the parties with respect to the RIGHT-OF-WAY MAINTENANCE OPERATIONS, and supersedes all previous communications or understandings whether oral or written.

10.0 NOTICES

- 10.1. Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party's address. The address of each party is as

specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

City of West Chicago
475 Main Street
West Chicago, IL 60185
ATTN: Michael L. Guttman, City Administrator
Phone: 630.293.2200
Facsimile: 630.293.3028

Winfield Township Road District
30W575 Roosevelt Road
West Chicago, IL 60185
ATTN: John S. Duzsa, Highway Commissioner
Phone: 630.231.8850
Facsimile: 630.231.9508

11.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

11.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

12.0 ASSIGNMENT

12.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

13.0 GOVERNING LAW

13.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

13.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

14.0 SEVERABILITY

14.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

15.0 FORCE MAJEURE

15.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

16.0 TERM OF THIS AGREEMENT

16.1 The term of this AGREEMENT shall begin on the date this AGREEMENT is fully executed by the parties and shall continue in full force and effect for the period of one (1) year and shall be automatically renewed each year thereafter unless a sixty (60) day written notice of intent to terminate is served upon the other party.

IN WITNESS whereof, the parties set their hands and seals
as of the date first written above.

CITY OF WEST CHICAGO

WINFIELD TOWNSHIP ROAD DISTRICT

Ruben Pineda
Mayor

John S. Dusza
Highway Commissioner

ATTEST:

ATTEST:

Nancy Smith
City Clerk

Cliff Brown
Township Clerk

CITY OF WEST CHICAGO

INFRASTRUCTURE COMMITTEE AGENDA ITEM SUMMARY

ITEM TITLE:

Purchase of One 2015 Brush Bandit Chipper (Model 1590XP)
from Atlas Bobcat of Schiller Park, Illinois

AGENDA ITEM NUMBER: 4.E.

COMMITTEE AGENDA DATE: February 4, 2016

COUNCIL AGENDA DATE: February 15, 2016

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

SIGNATURE 

APPROVED BY CITY ADMINISTRATOR: Michael L. Guttman

SIGNATURE _____

ITEM SUMMARY:

Annually, Public Works Department staff plans and budgets for the purchase and delivery of replacement vehicles. For FY 2016, staff has planned and budgeted for the replacement of one 2002 Vermeer BC1800XL 115 HP Chipper, presently utilized by personnel in the Public Works Street Division for tree removal operations, with a new 2015 Brush Bandit (Model 1590XP) 18" drum style chipper with Caterpillar 174 HP Tier 4i diesel engine.

Bandit Industries, Inc. is the manufacturer of the Brush Bandit Chipper. For 2016, Bandit Industries, Inc. holds a joint purchasing contract under the National Joint Powers Alliance (NJPA) Program with Atlas Bobcat of Schiller Park, Illinois, being the local authorized Brush Bandit Chipper vendor for our area. The City of West Chicago is a member of the NJPA. The NJPA is a municipal national contracting agency that provides nationally leveraged and competitively solicited purchasing contracts under the guidance of the Uniform Municipal Contracting law for use by education, government, and non-profit organizations.

With equipment specified by the City, Atlas Bobcat submitted a price quote of \$63,945.00 under the NJPA program (NJPA Contract #031014-BAN).

City staff also obtained price quotes for similar chippers from two other dealers who both hold NJPA contracts. Vermeer Midwest submitted a price quote of \$66,680.00 for a 2016 Vermeer (Model BC1800XL) 19" drum style chipper with John Deere 115 HP Tier 4i diesel engine, and Morbark submitted a price quote of \$68,051.67 for a 2016 Morbark Beaver (Model M18R-SA) 18" drum style chipper with Perkins 142 HP Tier III diesel engine.

The 2015 Brush Bandit Chipper will be purchased from the Capital Equipment Replacement Fund (04-34-39-4804) in which \$71,700.00 has been budgeted.

ACTIONS PROPOSED:

That the West Chicago City Council authorize the purchase of one 2015 Brush Bandit (Model 1590XP) 18" drum style chipper with Caterpillar 174 HP Tier 4i diesel engine from Atlas Bobcat of Schiller Park, Illinois, at a final purchase price not to exceed \$63,945.00.

COMMITTEE RECOMMENDATION:



Brush Bandit™ Chippers

Disc-Style, Drum-Style, Track & PTO Chippers



Bandit
INDUSTRIES, INC.

Drum-Style Chippers.

Drum-style chippers generally offer more crushing power than disc-style chippers. On average, drum-style chippers are more durable than disc-style machines, and they also tend to be more compact in design. By using oversized drums, Bandit chippers operate smoothly and more efficiently than the competition, without sacrificing power or durability.

MORE CHIPS IN LESS TIME

Not only do our chippers throw harder, they are equipped with manual or mechanical swivel discharges, and can be raised and lowered to match the height of the chip vans, and pack each corner of the truck.

LARGE DRUM DIAMETER

A larger diameter drum reduces the amount of energy used and lowers fuel consumption. Most material is cut in the bottom quadrant, with the grain of the wood rather than against it.

SUPERIOR DRUM CONSTRUCTION

Our drums will last the lifetime of the chipper. Unique inner baffling and solid weld construction delivers a drum that is virtually indestructible.

LARGE INFEED OPENINGS

Bring on your toughest materials: these chippers will handle them. Equipped with powerful feed systems and large infeed openings.

TOUGH TO PLUG THESE CHIPPERS

Our patented Power Slot is located within the discharge transition. This slot enhances airflow for maximum chip throwing power and virtually eliminates the chance for plugging.

WHY BUY A BANDIT DRUM-STYLE CHIPPER?

ADVANTAGES OF A BANDIT DRUM-STYLE CHIPPER:

- Drum sits at a 90° angle to the feed wheels, (reducing the space between the feed system and cutting edge) for **enhanced** pulling and compressing power
- Larger diameter drums turn slower, creating **more rotational torque**
- **Larger drums** cut more with the grain of the wood for smoother chipping
- Patented Bandit **Power Slot** helps prevent plugging
- Larger throat openings allow more material to be processed at one time

EASY TO OPERATE.

- **Sloping infeeds** reduce the effort needed to feed the chipper
- Reversing auto feed helps the operator control the feed system
- Use the feed wheel cylinder and a winch to make it **easier to feed** and process bigger, limbler trees

VIRTUALLY NO DOWN TIME.

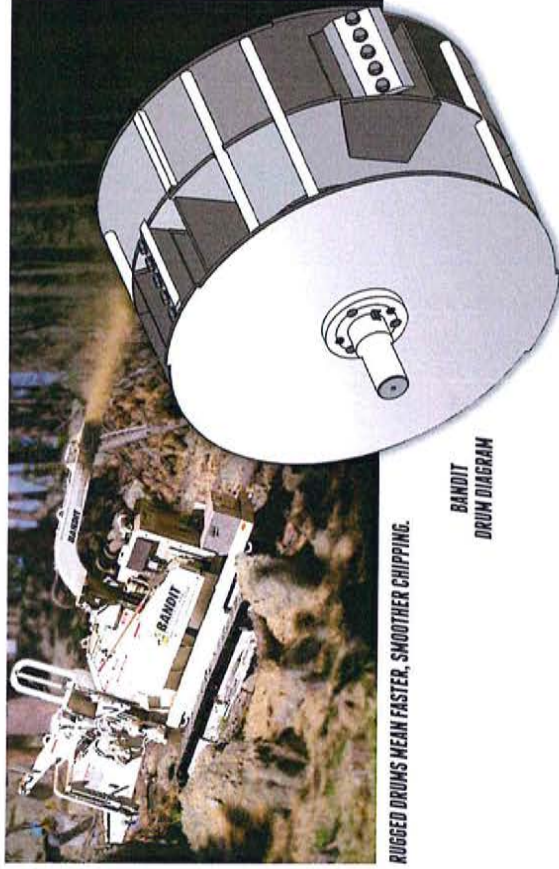
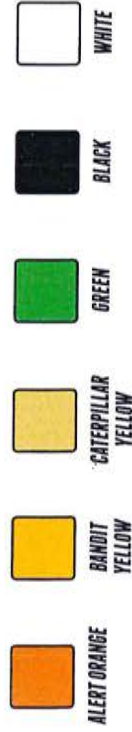
These tough, proven chippers will provide years of truly dependable service. In fact, many of our chippers are still in operation today after more than two decades! Rugged. Simple. Well-designed, and well-tested. That's a Bandit.

GREAT BACK-UP SERVICE AND SUPPORT.

We are proud of our experienced, well-trained network of dealers, many of which have been with us for more than 20 years. Our parts and field service teams are equally experienced and trained, and they're ready to support the more than 50,000 Bandit machines in operation around the world.

STANDARD & CUSTOM PAINT COLORS AVAILABLE.

Bandit chippers and grinders are available in a wide variety of standard colors at no additional charge (below), and also available in a full spectrum of custom colors.



RUGGED DRUMS MEAN FASTER, SMOOTHER CHIPPING.

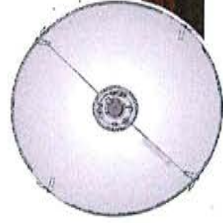
BANDIT
DRUM DIAGRAM

RUGGED DRUMS – LOWER RPM, GREATER TORQUE, SMOOTHER CHIPPING.

- Bandit drum chippers use large, **oversized drums** with internal reinforcements
- **Drum shafts** are double the size found in many competing machines
- These drums will **NOT** come apart
- Chipper knives contact the wood at a greater angle to cut with the grain
- Produces a **better quality chip** while aiding in overall production, fuel efficiency, and machine longevity
- Engine doesn't have to run as fast to generate enough force for cutting

THE BANDIT DRUM: SIZE MATTERS.

With the exception of the Model 990XP, all Bandit drum chippers use a 37" diameter drum. This is 15" larger than most other drum chippers on the market, and it's the key component to why Bandit drum chippers operate smoother with less vibration, chip better, achieve greater production with less horsepower, and use less fuel. Each Bandit drum (including the 990XP) is reinforced with industrial-grade steel to ensure your drum will offer years of dependable service, without breaking, cracking or failing under normal industry conditions.



37" Diameter Drum
FOUND IN BANDIT DRUM CHIPPERS



22-1/4" Diameter Drum
FOUND IN MOST COMPETITOR'S CHIPPERS

Build them tough. That's the Bandit way.

When you fire up your Bandit drum-style chipper, you're bringing life to a machine that was built not on an assembly line, but by teams of individuals using the best materials and latest technologies. Each drum is thoroughly reinforced with internal baffles and fitted with a shaft twice as thick as most other drum shafts. This is why Bandit can offer a **Five-Year GUTS Warranty** on the drum and all related components, because they're built for the long haul.



WATCH IT RUN!

12"-18" Capacity Drum-Style Chippers

Compact and capable.

Bandit's powerful medium-capacity drum-style chippers are taking the industry by storm. The durability of a Bandit chipper meets the high production of a larger diameter drum in these medium-capacity machines.

MODEL 990XP

- The **most compact** of Bandit's eight hydraulic feed drum-style chippers
- Features a large 13" x 17" **throat opening** to accept bulky material
- Specifically designed for municipalities, rental companies, and tree services looking for a **high-performance**, lightweight chipper

MODEL 1390XP

- Uses a **highly-efficient** 37" diameter drum
- Drum is a full 15" larger in diameter than many competitive chippers
- Two powerful 7-1/2" diameter x 17" wide **horizontal feed wheels**
- Two 15.5 CID hydraulic motors pull whole trees into the chipper
- Available as a **heavy-duty Model 1390HD** with larger feed system

MODEL 1390HD

- Two **horizontal feed wheels** allow this machine to aggressively pull and crush material
- **Engine options** from 97- to 142-horsepower
- Features a 17.75" x 19.5" **chipper opening**

MODEL 1590XP

- Features a 37" diameter drum, rugged construction and durable components
- Unique **synchronized feed system** yields a uniform product
- Minimizes the amount of energy required to chip
- **Wide infeed opening** and powerful feed system
- Designed for large diameter chipping
- One of the **most powerful chippers** available on the market today



MODEL 990XP



MODEL 1390XP

QUICK COMPARISON

	MODEL 990XP		MODEL 1390XP	
	STANDARD	METRIC	STANDARD	METRIC
CAPACITY:	12"	30.5 cm	13"	33.02 cm
OPENING:	13" x 17"	39 cm x 43 cm	15.75" x 19.5"	39 cm x 43 cm
ENGINE:	48 - 115 hp	35.8 - 86 kW	66.8 - 142 hp	50 - 106 kW
LENGTH (CLOSED):	161"	408.9 cm	188"	457.2 cm
WIDTH:	72"	182.9 cm	81"	180.3 cm
HEIGHT:	96"	243.8 cm	110"	254 cm
WEIGHT:	5,200 lbs.	2363.6 kg	7,290 lbs.	3306.7 kg
FEED RATE:	115 FPM	.558 MPS	100 FPM	.508 MPS
FUEL TANK:	24.5 gallons	93 L	24.5 gallons	93 L
HYDRAULIC TANK:	12 gallons	45 L	12 gallons	45 L

	MODEL 1390HD		MODEL 1590XP	
	STANDARD	METRIC	STANDARD	METRIC
CAPACITY:	15"	38.1 cm	18"	45.72 cm
OPENING:	17.75" x 19.5"	45.1 cm x 50.2 cm	19.75" x 20.5"	50.2 cm x 52 cm
ENGINE:	97 - 142 hp	73.8 - 106 kW	97 - 213 hp	73.8 - 158.9 kW
LENGTH (CLOSED):	188"	477.52 cm	192"	487.7 cm
LENGTH (OPEN):	218"	553.72 cm	222"	563.88 cm
WIDTH:	81"	205.74 cm	90"	228.6 cm
HEIGHT:	110"	279.4 cm	110"	279.4 cm
WEIGHT:	7,500 lbs.	3402 kg	9,500 lbs.	4309.2 kg
FEED RATE:	100 FPM	.508 MPS	100 FPM	.508 MPS
FUEL TANK:	24.5 gallons	92.73 L	30 gallons	113.55 L
HYDRAULIC TANK:	12 gallons	45.42 L	12 gallons	45.42 L

*Specifications may vary with engines and options selected. For additional information contact your local authorized dealer.



MODEL 1390HD



MODEL 1590XP