

March 19 2019 Council QA

Wednesday, March 13, 2019 5:37 PM

F. AWARDS AND RECOGNITIONS:

1. **19-249** Proclaim March as Women's History Month.

I. CONSENT AGENDA:

1. **19-215** Approve 02/07/2019 thru 03/01/2019 cash disbursement for \$20,926,094.28
2. **19-242** Approve the regular City Council meeting minutes of March 5, 2019
3. **19-068** Approve the award of Bid 19-052, Distribution Automation Equipment to Universal Utility Supply Company for an amount not to exceed \$334,350
4. **19-161** Approve the award of Bid 19-077, 1.5-Inch Water Meter Replacement Services Rebid to Calumet City Plumbing Co., Inc. for an amount not to exceed \$228,500, plus a 5% contingency.

19-161	The supplier being recommended for award contacted Procurement on Friday, March 15, 2019, is asking for additional information about the bid specification and installation. Staff would like to meet with the supplier prior to an award being recommended for City Council approval. Please table this item.	Wildman
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5. **19-162** Approve the award of Bid 19-057, North Pump Station Interceptor Sewer Main Phase 2, to Insituform Technologies USA, LLC. for an amount not to exceed \$608,344.02, plus a 3% contingency
6. **19-166** Approve the award of Option Year One to Contract 17-045, Landscaping Restoration Program to Alaniz Landscape Group Inc. for an amount not to exceed \$187,000, plus a 5% contingency
7. **19-167** Approve the award of Option Year Three to Contract 16-199, Street Lighting Controller and Municipal Lots Maintenance to Meade Electric Inc. for an amount not to exceed \$212,395
8. **19-171** Approve the award of the Second Extension to Contract 14-007, Benefits Broker to GCG Financial, Inc. for an amount not to exceed \$231,320 and

for a term of 32 months.

9. **19-206** Approve the award of Bid 19-003, 2019 Crackfilling Program to Denler, Inc. for an amount not to exceed \$331,710, plus a 5% contingency
10. **19-207** Approve the award of Bid 19-004, 2019 Street Patching Program, to Geneva Construction Company for an amount of \$415,440, plus a 5% contingency
11. **19-217** Approve the award of Procurement 19-099, Fire Station 4 and 7 Overhead Door Replacement - Phase II, to Allied Door Inc. for an amount not to exceed \$190,415.75, plus a 5% contingency
12. **19-269** Accept the public underground improvements at Metro West Townhomes and authorize the City Clerk to reduce the corresponding public improvement surety.
13. **19-275** Accept the public underground improvement associated with Truth Lutheran Church and authorize the City Clerk to reduce the corresponding public improvement surety.
14. **19-261** Approve the City Council meeting schedule for April, May & June 2019
15. **19-159** Pass the ordinance approving the transfer of \$15,506,610 of the 2019 Volume Cap in connection with private activity bond issues in such manner as shall be directed by Sand Creek Capital

Q:	<p>a. What is the role of Sand Creek in this decision?</p> <p>b. Is this ask for the City to allocate its Volume Cap to the City of Chicago Heights?</p> <p>c. Is there an opportunity to support the proposed inclusion of affordable/attainable housing in the 5th Avenue redevelopment with this source? If so, how would that work and can (and should) the money from this year be saved for future years?</p>	Boyd-Obarski
A:	<p>a. Sand Creek Capital is working with the City of Chicago Heights to aggregate available 2019 Volume Cap. Volume Cap provides tax-exempt bond authority to finance the acquisition price of the property and costs of renovation.</p> <p>b. Yes, this request is to allocate the volume cap to the City of Chicago Heights</p> <p>c. Yes, there is the potential that the City's Volume cap could be utilized for affordable/attainable housing in the 5th Avenue Redevelopment. To utilize the volume cap, the City would follow a similar process: 1) Reserve the volume cap with the state prior to May 1st of a given year, any volume cap not reserved by this date is ceded to the State. 2) Allocate the tax-exempt bonding authority to an organization. According to the Volume Cap guidelines, "the allocation is valid for a period of 60 calendar days from the date of the [allocation approval] letter or December 28 of the year of the allocation. This period is set by Illinois Allocation Act and cannot be extended." Therefore,</p>	Mayer

	volume cap from 2019 is non-transferrable to future years and only the allocation from a particular year can be utilized in that year.	
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16. **19-172B** Pass the ordinance approving a variance request from Section 6-2-10 in order to construct a detached garage that is located 2' from the rear property line for the subject property located at 422 E. Franklin Avenue - PZC 19-1-02

Q:	Did we give this property variances in the past? Maybe with a water issue? What were they and what were the final outcomes?	Hinterlong
A:	Per our records, the only prior variance approved for this property was in 2006 to allow for construction of an off-street parking stall in the required front yard setback.	Mattingly

17. **19-204** Pass the ordinance to abate a portion of the 2018 tax levy for Special Service Area No. 23 (Naper Main)
18. **19-246** Pass the ordinance establishing temporary traffic control plans and issue a special event permit, including an amplifier permit, for the 2019 Naperville Women's Half Marathon and 5K on Sunday, April 28, 2019
19. **19-201B** Waive the first reading and pass the ordinance to restrict parking on the north side of Brookdale Road from the centerline of Westminster Drive to a point 95' east of the centerline of Westminster Drive (requires six positive votes).
20. **19-254** Pass the ordinance approving the Preliminary/Final Plat of Subdivision and OAA for the property located at 110 S Washington Street (Central Park Place) - PZC 18-1-077

Q:	a. Please provide additional detail on the plan for resident parking. b. What parking is available for the residents' guests?	Boyd-Obarski
A:	a. The development will include 38 parking spaces (garage and basement level parking). b. With 17 residential units proposed, only 34 parking spaces are required by code (2 parking spaces per unit). Therefore, the remaining 4 parking spaces will be dedicated as guest parking.	Mattingly

21. **19-216** Adopt the resolution approving the appointment of Lucille Podlesny to the Illinois Municipal Electric Agency Board of Directors

M. AWARD OF BIDS AND OTHER ITEMS OF EXPENDITURE:

1. **19-209** Approve the award of Bid 19-007, 2019 91st Street Reconstruction, to R.W. Duntelman Company for an amount not to exceed \$1,146,849.35 and a 3% contingency

O. REPORTS AND RECOMMENDATIONS:

1. **19-200** Approve the display schedule and locations for the 2019 Downtown Summer Sculpture Program
2. **19-222** Consider the petitioner's request to appeal the Historic Preservation Commission's decision regarding COA #19-25 for the subject property located at 105 S. Sleight
3. **19-251** Confirm that the current scope of the RFP should continue to be utilized to complete the proposed update to the City's Comprehensive Plan.

Q:	The Legistar system did not include an attachment (the 1/31/19 update), nor did it include the RFP itself. Please provide a copy of the RFP.	Boyd-Obarski
A:	The 1/31/19 MM and the Comprehensive Plan RFP are attached.	Laff

4. **19-283** Endorse the Naperville Environmental Sustainability Task Force and direct them to develop an Environmental Sustainability Plan Proposal for ongoing discussion with the City Council and staff

Q:	a. Please provide a copy of the process or proposal that was used to establish the Senior Task Force. b. Will this task force use City resources in performing its work? c. Who appoints or otherwise identifies members of this task force?	Boyd-Obarski
A:	<p>The concept of a Senior Commission was initiated by Karen Courney and Bev Frier and focused on gaps in senior services and information in the community. Through their outreach in Naperville and working with other communities, Bev and Karen identified five key areas for focus (education, transportation, housing, collaboration, health). In June 2014, the City Council requested a report on the potential of a senior commission. In August 2014, the Council considered the attached agenda item outlining possible approaches to addressing the concerns of the senior community and recommended that a senior task force be created. The City Council received the attached report in September 2014 that outlined more specifics on membership and initial work items.</p> <p>While anticipated that this task force would coordinate with the City, it is not anticipated to rely on City resources to complete its work. In the case of the Senior Task Force, the City provides meeting rooms, limited communications support, and business cards. City staff coordinates with the Senior Task Force on an as needed basis as topics arise.</p>	

	Membership selection and criteria has not been determined.	
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Q:	Live, work, play concept	Gustin
A:	The general theme of the Sustainability Task Force discussion was a request to broaden the topic to additionally include aspects outside of land planning.	Krieger

Q:	What is meant by a budget in the write-up? Who's responsibility is a budget? Do our other task forces have budgets? If so, who's covering the costs and how much are they?	Hinterlong
A:	At this time, there is no budgeted funding for the task force, identical to the other City Task Forces (e.g. Senior Task Force). It is anticipated that some of the components of the Environmental Sustainability Plan will have cost components. These would need to be agreed to by the City Council prior to incorporation into either the City's annual operating budget or CIP.	Krieger



MANAGER'S MEMORANDUM

Prepared for: **Naperville City Council**

By: City Manager's office

1/31/2019

A. MANAGER'S MEMORANDUM

Source:
1. TED Business Group

Subject:
RFP for Strategic Update to the City's
Comprehensive Plan

Action:
FYI

**CITY OF NAPERVILLE
MEMORANDUM**

DATE: January 31, 2019

TO: Doug Krieger, City Manager
Bill Novack, Director – TED Business Group

FROM: Allison Laff, AICP, Deputy Director – TED Business Group

SUBJECT: RFP for Strategic Update to the City's Comprehensive Plan

PURPOSE:

To provide City Council with information related to an RFP that will be issued in February 2019 to complete a strategic update to the City's Comprehensive Plan.

BACKGROUND:

City Council approved \$125,000 in funding in the 2019 budget to facilitate completion of a strategic update to the City's Comprehensive Plan. In this regard, the City intends to issue an RFP to hire a consultant to create a custom-designed and strategic planning document that offers clear, concise and focused recommendations which are based on professional planning expertise, as well as a community input, to guide Naperville's future growth and development over the next two decades.

DISCUSSION:

In order to hire a consultant and complete the requested update by the end of the 2019 fiscal year, the RFP will be issued on February 6, 2019. If the selected consultant award exceeds \$100,000, City Council approval of the RFP will be sought (likely in May 2019), with work commencing shortly after. The RFP will aim to have the majority of consultant work on this project completed by December 31, 2019. Formal review and adoption of the completed document by the Planning and Zoning Commission and City Council will likely occur in 2020.

Work Requested

The RFP will seek a consultant to complete a strategic update to the City's Comprehensive Plan, including the following major components:

- (1) Conduct a future land use assessment and provide a recommended future land use designation for the following key parcels that will likely be subject to development or redevelopment, as identified by staff:
 - Property Located North of I-88, West of Route 59 to the City's Western Boundary
 - Key Sites along the Tollway Corridor (BP, Former DuPage County Transportation Property, Nokia Property)

- Key Sites along East Ogden (IL Route 34) Avenue (Ogden Mall, Iroquois Center, Fair Oaks Ford, Regency Hotel)
 - North Downtown, including Washington Street Corridor
 - Area Reserved for StarLine Station at 91st Street and 248th Avenue
 - City's South 20 Property (southeast corner of 103rd and Route 59)
 - Spring Avenue from Mill Street to western terminus
 - Northwest Corner of Naper Boulevard and Plank Road to Ogden Avenue
 - Area within general radius of the intersection of 75th Street and Wehrli Road
 - Southeast corner of Mill Street & Bauer Road
- (2) Recommend best practices, trends, goals, and opportunities regarding specific planning issues applicable Citywide, including:
- New trends in senior housing, including market gap and unique zoning considerations.
 - Strategies for aging commercial areas.
 - New trends/future of the commercial, office, and industrial markets, including uses and parking requirements.
 - Recommended uses for transitional zones located in proximity to major roadways.
 - Technology changes impacting the built environment.
 - New trends in housing markets, including multi-generational housing, granny flats, millennial flats, maintenance-free living, transit-oriented design, mixed-use development, and affordable housing.
 - Planning in communities facing build-out and beyond.
 - Other.
- (3) Consolidate the City's existing sector and sub-area plans, as well as the findings related to tasks 1 and 2 above, into one comprehensive document.

If City Council has any concerns regarding Items #1-3 above, they should provide feedback to staff *no later than February 5, 2019*, so that it may be considered prior to RFP issuance.

RECOMMENDATION:

Include this information in the January 31, 2019 MM.



REQUEST FOR PROPOSALS (RFP)

Procurement Number: RFP 19-046	Procurement Title: Comprehensive Master Plan Update
Advertisement Date: Wednesday, February 6, 2019	Closing Date and Time: Thursday, February 28, 2019 at 3:00 p.m. (local time)

PROJECT OVERVIEW

The City of Naperville is soliciting proposals from experienced and qualified vendors to complete a *strategic* update to the City of Naperville Comprehensive Master Plan.

PROCUREMENT CONTACT

Karin Kietzman, Procurement Officer
kietzmank@naperville.il.us 630-420-6062

QUESTIONS

All questions concerning the RFP shall be submitted in writing via email to the attention of Karin Kietzman, kietzmank@naperville.il.us no later than 12:00 p.m. on Thursday, February 21, 2019. A written response in the form of an addendum may be issued as appropriate. No contact with any other City employee or Selection Team member shall be made during the RFP process.

DELIVERY INSTRUCTIONS

Submit your response to: City of Naperville, Procurement Services Team Office, 400 South Eagle Street, Naperville, IL 60540. Your response must be received by the date and time specified.

NO BID

If you choose not to respond, please fill out the enclosed NO BID form and return it to the City as soon as possible.

DISCLAIMER - Document Distribution

The City of Naperville Procurement Services and its service provider DemandStar by Onvia (www.demandstar.com) are the only authorized sources of bidding documents/proposal forms. Bidding documents/proposal forms obtained from any other source may be an incomplete set of documents. Bidders using bidding documents/proposal forms obtained from one of these sources are advised to contact the City of Naperville Procurement Services Team to provide a contact name, mailing address and phone number to obtain a complete set of bidding documents and to enable receipt of necessary addenda. Reproduction of these documents without the express permission of the City of Naperville is prohibited.

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GENERAL INFORMATION

The City of Naperville is soliciting proposals from experienced and qualified vendors to complete a *strategic* update to the City of Naperville Comprehensive Master Plan, including the following major components: (1) provide a recommended future land use map for 10 geographic areas located, identified and provided by the City of Naperville, within the City's planning boundary; (2) recommend best practices, trends, goals, and opportunities regarding specific planning issues applicable Citywide; (3) consolidate the City's existing sector and sub-area plans, as well as the findings related to tasks 1 and 2 above, into one comprehensive document.

SCOPE OF SERVICES

The City of Naperville is seeking a custom-designed and strategic planning document that offers clear, concise and focused recommendations which are based on professional planning expertise, as well as a community input, to guide Naperville's future growth and development over the next two decades. The City is not seeking a traditional comprehensive plan update; the requested final product should not include an overview of the plan update process, an existing conditions analysis or an implementation schedule as would be found in a conventional plan. The document should be streamlined and condensed focusing on tasks 1-3 above.

The selected vendor will:

- Review the City's 3 existing sector plans (East, Northwest, and Southwest to understand prior goals and determine ongoing applicability (<https://www.naperville.il.us/projects-in-naperville/comprehensive-master-plan/>))
- Review 8 of the City's existing sub-area plans (5th Avenue Study, Naperville Downtown2030, 75th Street Corridor Study, Hobson Road Study, Ogden Avenue Corridor Enhancement Initiative, Spring Avenue Study, Plank Road Study, Washington-Hillside Study) to understand prior goals and determine with staff input ongoing applicability (<https://www.naperville.il.us/projects-in-naperville/comprehensive-master-plan/>).
- Review applicable housing studies, including the Analysis of Impediments to Fair Housing Choice and Housing Analysis (pending) and incorporate findings (<https://www.naperville.il.us/residents/fair-housing-and-discrimination/affirmatively-furthering-fair-housing/>).
- Conduct a future land use assessment for 10 geographic areas (as identified by the City) located within the City's planning boundary, as follows (also see Appendix B for map of areas):
 - a. Property Located North of I-88, West of Route 59 to the City's Western Boundary
 - b. Key Sites along the Tollway Corridor (BP, Former DuPage County Transportation Property, Nokia Property)

- c. Key sites along East Ogden (IL Route 34) Avenue (Ogden Mall, Iroquois Center, Fair Oaks Ford, Regency Hotel)
 - d. North Downtown, including Washington Street Corridor
 - e. Area Reserved for StarLine Station at 91st Street and 248th Avenue
 - f. City's South 20 Property (southeast corner of 103rd and Route 59)
 - g. Spring Avenue from Mill Street to western terminus
 - h. Northwest Corner of Naper Boulevard and Plank Road to Ogden Avenue
 - i. Area within general radius of the intersection of 75th Street and Wehrli Road
 - j. Southeast corner of Mill Street & Bauer Road
- Provide goal statements regarding specific planning issues which are applicable Citywide for City staff review and refinement.
 - Undertake a community engagement process regarding the rationale and intended use of a future land use recommendations being made.
 - Final document must present in a web-friendly format.

GOAL

The goal of this procurement is to create a thriving and diverse community.

NEEDS DESCRIPTION

Naperville's Comprehensive Master Plan, first adopted in 1960, serves as a guide for growth and development in the city and is utilized to provide direction to those seeking to develop their land, as well as the decision makers who will determine if the requests should be approved. The existing Plan is divided into three main planning areas: the (1) East Sector (adopted 1998), the (2) Northwest Sector (adopted 1996) and the (3) Southwest Community Area (adopted 2002). The City has additionally adopted 12 sub-area plans, including the 5th Avenue Study (2009), Downtown Plan (2011), 75th Street Corridor Study (2008), Caroline Martin Mitchell Master Campus Plan (2008), Central Park Master Plan (2009), Hobson Road Study (1988), North Central College Master Land Use Plan (2010), Ogden Avenue Corridor Enhancement Initiative (2008), Spring Avenue Study (2007), Plank Road Study (2010), Washington-Hillside Small Area Study (2004), and the Water Street Vision Statement (2006).

While age of each sector or sub-area plan alone is not a predictor of the plan's relevance or usefulness, many development concepts and trends, conditions of development, financing requirements, and neighbor and property owner expectations have changed significantly post-recession making it evident that the existing plans no longer provide relevant guidance regarding land development projects to neighbors, prospective developers, or decision makers.

Accordingly, staff is proposing to hire a consultant to undertake a strategic comprehensive plan update that:

- Accurately reflects existing development and demographic conditions in the City.
- Identifies current and future development trends, wants, needs, and policies, including:

- New trends in senior housing, including market gap and unique zoning considerations.
- Strategies for aging commercial areas.
- New trends/future of the commercial, office, and industrial markets, including uses and parking requirements.
- Recommended uses for transitional zones located in proximity to major roadways.
- Technology changes impacting the built environment.
- New trends in housing markets, including multi-generational housing, granny flats, millennial flats, maintenance-free living, transit-oriented design, mixed-use development, and affordable housing.
- Planning in communities facing build-out and beyond.
- Other.
- Identifies and recommends a future land use designation for key parcels that will likely be subject to development or redevelopment.
- Reviews the existing sub-area plan recommendations to determine if they remain valid today.
- Consolidates all of the findings noted above into a single plan document that is easily accessible and understandable.

The City of Naperville has a staff of professional planners that will be closely involved and will have significant input regarding the requested strategic comprehensive plan update and recommendations made. Outside professional planning expertise is being sought due to workload constraints of the existing staff.

MINIMUM QUALIFICATIONS AND EXPECTATIONS

The following minimum qualifications and expectations must be met by the proposer in order to be considered:

Firm Qualifications:

- Established, professional planning firm, AICP preferred.
- Prior work on comprehensive plans for communities of similar size or larger.

Project Management

- Appointment of a project manager to serve as the single-point of contact with the City during the duration of the requested strategic comprehensive plan update.

Project Timeline

- Completion of the requested strategic comprehensive plan update and public engagement process by December 31, 2019.

SELECTION CRITERIA AND PROCESS

PROCUREMENT SELECTION TEAM

A selection committee comprised of City staff from the Transportation, Engineering, and Development Department and Community Relations will review, evaluate and score all proposals and interviews based on the criteria and weights defined below.

In addition to the selection committee members, non-scoring subject matter experts (SME) may also participate in the proposal review and/or attend the interviews/demonstrations to provide SME perspective to the selection committee members regarding the procurement.

The Selection Committee may conduct discussions with any proposer who submits an acceptable or potentially acceptable proposal. Proposers shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Selection Committee shall not disclose any information derived from one proposer to any other proposer.

SELECTION CRITERIA

CRITERIA	WEIGHT
Capability, Capacity and Qualifications of the Proposer	20
Suitability and Quality of the Approach	50
Milestones and Deliverables	30
TOTAL:	100

SELECTION PROCESS

The awarded proposer will be selected based on a **three-phase evaluation process**.

Phase 1 – Technical Proposal Evaluation

This phase will serve to shortlist the responding proposers to enter into the interview phase. The selection committee will review, evaluate and score all of the proposals based upon the information provided in the proposal using the criteria and weights defined above. The top proposers with the highest qualification scores may be invited to interview with the selection committee.

Phase 2 – Interviews

If the City decides to conduct interviews, the shortlisted proposers will be scheduled to attend interviews with the selection committee (and SMEs, if applicable). The Project Manager and any team members involved in the public engagement, as named in the proposals, are required to be in attendance. Other key team members are strongly encouraged to be present as well.

Following the interviews, the shortlisted candidates may be re-scored by the committee using the criteria and weights defined above to finalize the qualification scores.

Phase 3 – Scope and Contract Negotiations

The proposer with the highest qualification score will be invited to enter into negotiations with the City regarding the scope of services and contract. Failure to reach consensus will result in the proposer not being considered further; the City may elect to begin negotiations with the proposer with the second highest qualification score or conduct a new procurement.

Following the completion of this phase, City staff will recommend the selected proposer for City Council/City Manager approval.

TENTATIVE SCHEDULE

02/06/19	RFP issued to vendors.
02/21/19	Last day to ask questions. All questions must be received via email to kietzmank@naperville.il.us by 12:00 p.m.
02/28/19	Proposals should be submitted to the City by 3:00 p.m. The contents of the response are listed under Technical Proposal Elements.
03/19/19	Selected proposers will be notified that they have been chosen to be interviewed.
04/03/19-04/05/19	Interviews will be conducted with each of the shortlisted proposers.
04/08/19	Firm selected for award will be notified to begin negotiations.
May 2019	City Manager/City Council award.
May 2019	Notice to Proceed

TECHNICAL PROPOSAL ELEMENTS

The Technical Proposal outlines the proposer's qualifications and proposed plan for addressing the requested item or service. Technical Proposals should specifically address each of the following elements. Bidders should present their proposal in the same sequence and with the same numbering scheme and headings shown in this section. If the Proposer believes that a subject has been adequately addressed in another part of the Technical Proposal, then a cross-reference to the appropriate part of the narrative must be provided.

1. CAPABILITY, CAPACITY AND QUALIFICATIONS OF THE OFFEROR (20%)

1.1 Overview of the Responding Organization.

Provide an overview of the company including, but not limited to, the company's corporate structure, location of offices, number of years in business and number of years providing the requested services. High scoring proposals are required to demonstrate the pertinent experience of the firm.

1.2 Staffing.

High scoring proposals will provide an organizational chart that identifies the key team members by name and role, including the individual proposed as the Project Manager. Resumes of all identified team members shall be provided to outline their experience in this type of work. High scoring proposals will be able to demonstrate that the proposed Project Manager and other key staff members have experience in performing projects of a similar size and scope and working together.

1.3 Sub-contracting.

If any portions of the project will be subcontracted, please indicate which team members are subconsultants and why they are needed. If a subconsultant is being used, demonstrate that the lead firm and subconsultant have worked together on similar projects in the past. High scoring proposals will not subcontract out any portion of this work.

1.4 References.

High scoring proposals will provide at least three (3) references demonstrating experience working on projects with a similar scope of services. The references should include client name, contact person, phone number, email address, scope of work provided, project duration and cost. High scoring proposals will provide references for projects of a similar scope and size.

If any aspect of the project is subcontracted, please provide at least two (2) references for each subconsultant. The references should include client name, contact person, phone number, email address, scope of work provided, project duration and cost. High scoring proposals will include projects that the lead firm and subconsultant have worked on together in the past.

2. SUITABILITY AND QUALITY OF THE APPROACH (50%)

2.1 Project Approach.

Provide a thorough project approach that the firm will apply to complete a strategic update to the City of Naperville Comprehensive Master Plan, including detailed descriptions of the tasks associated with the scope of services. The

consultant may choose to identify any tasks they deem necessary to successfully complete the project. High scoring proposals will demonstrate how the firm proposes to deliver a top-quality project.

2.2 Risks and Best Practices.

Provide a detailed discussion of the possible risks and industry best practices the City should consider before commencing the strategic update to the Comprehensive Master plan. Responses should also identify methods/techniques to mitigate the risks. High scoring proposals will provide examples of where the techniques were used.

2.3 Industry Road Map.

Based upon your expertise and experience in this field, provide a discussion of the factors that are driving long range land use decisions.

2.4 Pricing Proposal.

Provide a pricing proposal which identifies the cost per task/deliverable to perform the necessary services based on your proposed project approach as outlined in Section 2.1. High scoring proposals will provide a detailed summary regarding any assumptions that were made during the development of the pricing proposal and identify the structure by which the work will be invoiced.

Additional information about the pricing proposal can be found in the Pricing Criteria Elements and Assumptions section on page 8.

3. MILESTONES AND DELIVERABLES (30%)

3.1 Project Schedule.

The City has indicated a project completion date of December 31, 2019. Provide a detailed project schedule, identifying specific tasks and their anticipated duration to meet this schedule including stakeholder engagement and City review times. Project schedule should provide for collaboration with City planning staff on the review and editing of all draft materials. High scoring proposals will identify the critical path elements to accommodate the City's schedule and discuss potential issues that may cause the project not to be completed on time.

3.2 Alternate Project Schedule.

Provide a detailed discussion based upon your expertise in comprehensive plan updates as to whether a December 31, 2019 completion date is realistic.

3.3 Public Engagement.

Provide a detailed description of your philosophy regarding the public engagement process for comprehensive plan updates. High scoring proposals will identify the types of public engagement, applicability to this study and the key stakeholders that should be involved. High scoring proposals will also provide examples of public engagement materials they have used on similar previous projects.

PRICING ELEMENTS AND ASSUMPTIONS FOR PROPOSERS

Section 2.4 – Pricing Proposal will be evaluated as part of the Suitability and Quality of the Approach criterion during the proposal and interview evaluations. Please detail any assumptions you made to develop the pricing proposal in the Technical Proposal response.

The pricing proposal should be an all-inclusive lump sum cost to complete the strategic comprehensive update including all administrative and overhead costs. Additionally, the pricing proposal should indicate the lump sum costs to perform each task and the payment structure.

The following assumptions should be considered:

- Travel costs shall not be billed separately. They should be included in the lump sum cost.
- It is expected that the pricing proposal will be further refined throughout the course of the procurement process as the scope of services is more clearly defined with a final not to exceed lump sum cost determined before City Manager/City Council award.
- The desired completion date, including Planning and Zoning Commission and City Council approval, is December 31, 2019. However, it is possible that the Commission and Council approval may extend into 2020.
- The City recognizes that the public engagement may require additional meetings and activities. We will negotiate a baseline for the initial scope and if additional engagement is required, a change order will be processed.
- All deliverables including mapping must be in a format that is compatible with City software.
- The City will lead efforts to inform and announce public engagement opportunities, including hosting a project website. The consultant will be required to provide content (text and graphics).
- The consultant will lead public engagement activities.

INSTRUCTIONS FOR SUBMITTING RESPONSES

Proposals are due no later than 3:00 p.m. local time on February 28, 2019.

Submit your response to:

Karin Kietzman, Procurement Officer II
City of Naperville
Procurement Services
400 S. Eagle Street
Naperville, IL 60540

Your response must be received by the date and time specified. On the outside of the sealed package containing the original, write **RFP 19-046: Strategic Update to the Comprehensive Master Plan, Due by February 28, 2019 at 3:00 p.m.**, or use the form included in the packet.

The City shall not be responsible for late delivery of your proposal by a third-party courier. Proposals shall not be accepted after the designated response due date and time. It is the responsibility of proposers to submit proposals at the designated location on or before the response due date and time.

Appendices

- A – Response Checklist
- B – Study Location Map
- C – City General Terms and Conditions
- D – Consultant Services Agreement
- E – Procurement Forms

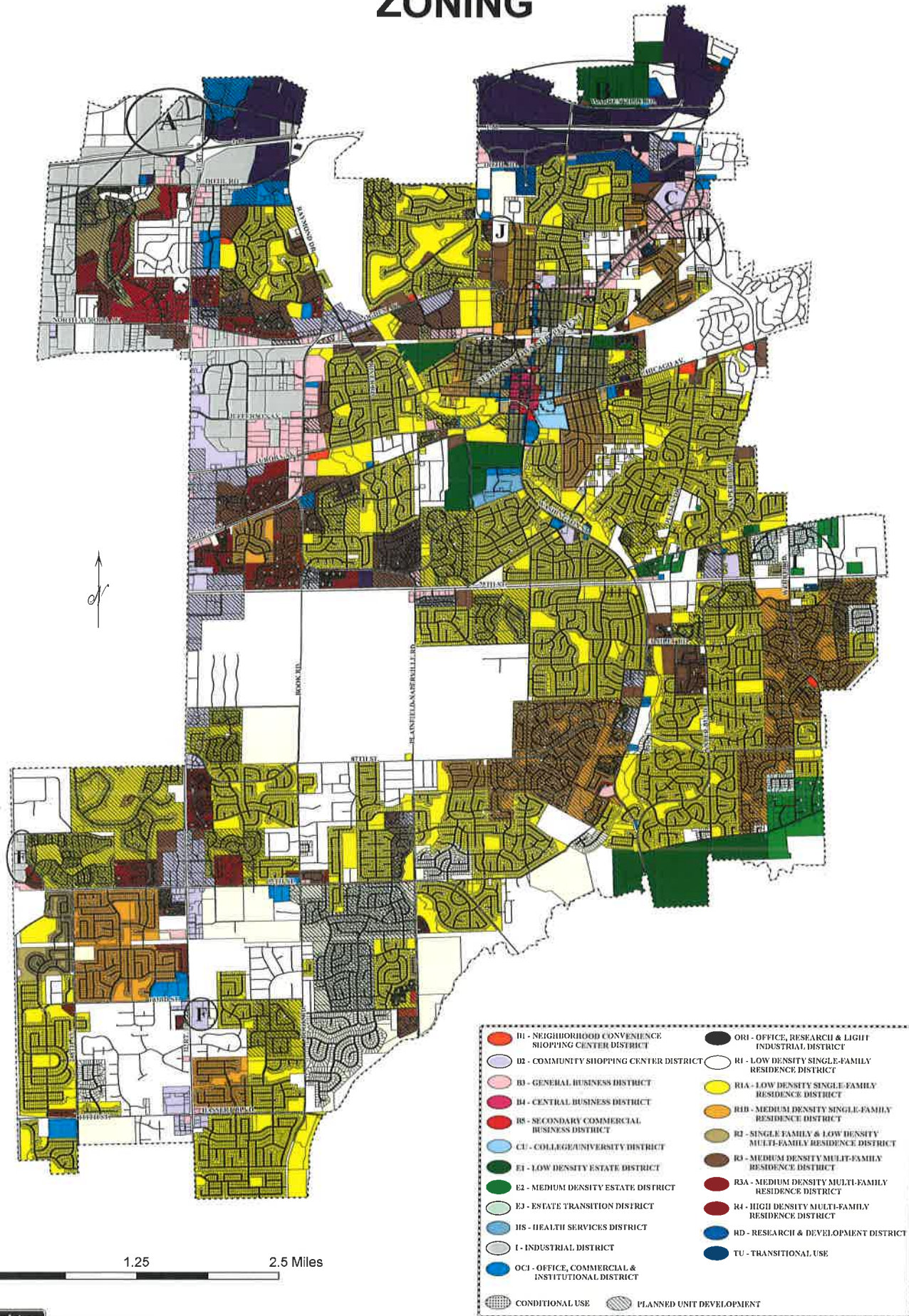
APPENDIX A – RESPONSE CHECKLIST

The following items should be included in the Proposer's response to the RFP:

- ☐ Sealed Proposal Submittal Form
Attached the Sealed Proposal Submittal Form to the outside of the sealed envelope/package containing the Proposer's response.
- ☐ Technical Response
Submit five (5) hard copies and one (1) electronic copy (PDF format), which shall include the following sections:
 - ☐ Capability, Capacity and Qualifications of the Proposer
 - ☐ Suitability and Quality of the Approach
 - ☐ Milestones and Deliverables
 - ☐ Outcomes to be Achieved
- ☐ Exceptions to the City's General Terms and Conditions and Consultant Services Agreement.
Submit one (1) electronic copy (PDF format) of any exceptions to the City's terms, conditions or requirements set forth in Appendix D and the Consultant Service Agreement set forth in Appendix E of this RFP. Such exceptions may be considered in the evaluation and award processes. The City will be the sole determiner of the acceptability of any exception. Any exceptions submitted may render the submission as non-responsive to the requirements listed.
- ☐ Procurement Forms
Submit one (1) hard copy and one (1) electronic copy (PDF format) of the following documents:
 - ☐ Proposal Form
 - ☐ Affidavit of Compliance
- ☐ NOTE – The electronic copies of the Technical Proposal Response, Exceptions to the City's Terms and Conditions and Procurement Forms can be submitted on the same CD or thumb drive.

APPENDIX B – STUDY LOCATION MAP

City of Naperville ZONING



Transportation, Engineering and
Development Business Group
Questions Contact (630) 420-6694
www.naperville.il.us
Updated May 2017

This map should be used for reference only. The data is subject to change without notice. City of Naperville assumes no liability in the use or application of the data. Reproduction or redistribution is forbidden without expressed written consent from the City of Naperville.

APPENDIX C – CITY GENERAL TERMS AND CONDITIONS

BY SUBMITTING A RESPONSE, THE PROPOSER AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. PROPOSERS OR THEIR AUTHORIZED REPRESENTATIVES ARE EXPECTED TO FULLY INFORM THEMSELVES OF THE CONDITIONS, REQUIREMENTS, AND SPECIFICATIONS BEFORE SUBMITTING PROPOSALS, FAILURE TO DO SO WILL BE AT THE PROPOSER'S OWN RISK AND HE CANNOT SECURE RELIEF ON THE PLEA OF ERROR.

RFP PROCESS

EQUAL OPPORTUNITY

The City will make every effort to ensure that all proposers are treated fairly and equally throughout the entire advertisement, review and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

PROPOSAL FORMS

Proposals must be accompanied by a fully executed Proposal Form and Affidavit of Compliance, provided in this package, and shall be submitted on the forms provided or in an identical format typed by the proposer, properly signed in the appropriate places, and submitted in a sealed envelope.

SUBMISSION OF PROPOSALS

All proposals submitted must be received in a sealed envelope by the Procurement Services Team before the date and time specified for receipt of proposal. The envelope must be clearly marked "SEALED PROPOSAL" WITH THE PROCUREMENT NUMBER, PROCUREMENT NAME, DATE DUE AND TIME OF RECEIPT, written on the front of the envelope. The Procurement Manager, or his/her designated agent, will decide when the specified time for receipt has arrived (as determined by the official clock in the Procurement Services Team). Formal sealed proposals, amendments thereto, or requests for withdrawal of proposals after the time specified for the proposal opening will not be considered.

QUESTIONS

All questions concerning the RFP shall be submitted to the Procurement Services Team. Questions requiring a clarification or interpretation of the specifications shall be submitted to the Procurement Services Team in writing at least five working days prior to the proposal due date so that the Procurement Services Team can issue a written response to all proposers of record in the form of an addendum. An addendum may not be issued

if the answer to a question is contained in the documents; instead the proposers shall be directed to the provision in the specifications which responds to the question.

ADDENDUM

Any addendum issued in response to a proposer's question(s) shall be posted on the City's online bidding service, Demandstar by Onvia at the following website, www.demandstar.com. No addendum will be posted within three business days of the proposal due date.

SAMPLES

Samples or drawings requested shall be delivered free of charge with the proposal. Rejected samples shall be removed by the proposer at his own expense after receipt of same. Accepted samples will be retained during the life of the contract.

ALTERNATE PROPOSALS

The proposal specifications may not state that an alternate proposal is permissible, but each proposer is encouraged to do so.

ALTERNATE PROPOSALS, SOLICITED

In soliciting alternate proposals, the City is drawing upon the proposer's expertise and knowledge within the scope and/or context of the service sought.

PROPOSALS BINDING FOR 120 DAYS

Unless otherwise specified in the specifications, all formal proposals submitted shall be binding for one hundred and twenty (120) calendar days following date of receipt.

PROPOSAL PREPARATION COSTS

All costs directly or indirectly related to preparation of a response to the RFP, any oral presentations required to supplement and/or clarify a proposal, and or reasonable demonstrations which may be, at its discretion, required by the City shall be the sole responsibility of and shall be borne completely by the proposer submitting a proposal.

PROPOSAL OWNERSHIP

All proposals, including attachments, supplementary materials, addenda, etc., shall become the property of the City and will not be returned to the proposer.

APPEALS AND REMEDIES

Any actual or prospective bidder, proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer pursuant to the Naperville Procurement Code Section 1-9B-12.

https://www.municode.com/library/il/naperville/codes/code_of_ordinances?nodeId=TIT1AD_CH9MUFI_ARTBPUPOGU_1-9B-12APRE

ILLINOIS FREEDOM OF INFORMATION ACT

1. **Cooperation with disclosure under the Illinois Freedom of Information Act.**

The Illinois Freedom of Information Act ("FOIA" or "Act") (5 ILCS 140/1, *et seq.*), provides that records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (5 working days with a possible 5 working day extension, or within such other time frame as agreed upon in writing by the requester). Upon notification from the City that it has received a FOIA request that calls for records within the proposer's control, the proposer shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the proposer shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records or part thereof, are applicable.

2. **Information that may be exempt from disclosure under FOIA.** The underlying principle of FOIA is that public records should be available to the public. However, there are many exemptions under FOIA which permit specific information to be withheld from disclosure for certain reasons. (See 5 ILCS 140/7 and 7.5).

If the City receives a FOIA request which calls for production of any or all of the materials you have submitted in response to the City's request for proposal, the City will consider whether any of the exemptions are applicable. To assist us in that regard please review and comply with the following:

a. Trade Secret/Proprietary information/(7(1)(g)). You may seek to have information submitted by it to the City withheld from disclosure to third parties *to the extent* that such information constitutes trade secrets or commercial or financial information that is proprietary, privileged or confidential, the disclosure of which would cause competitive harm to a person or business. Please clearly indicate, with specificity, any portions of your proposal that you believe fall within this exemption.

i. Note: Please be careful to designate *only* those sections of your submittal that you believe, in good faith, fall within this exemption. If entire documents or submittals are designated as exempt, the City may determine that you have not complied with this direction and may not respect your claim for the exemption.

b. Security measures/7(1)(v)). You should clearly designate, with specificity, any portions of its submittal which falls within the following exemption:

Vulnerability assessments, security measures, and response policies or plans that are designed to identify, prevent, or respond to potential attacks upon a community's population or systems, facilities, or installations, the destruction or contamination of which would constitute a clear and present danger to the health or safety of the community, but only to the extent that disclosure could reasonably be expected to jeopardize the effectiveness of the measures or the safety of the personnel who implement them or the public. *Information exempt under this item may include, such things as details pertaining to the mobilization or deployment of personnel or equipment, to the operation of communication systems or protocols, or to tactical operations. [*Note: The examples provided above are not exclusive.]

- c. Maps/Locations/(7(1)(x)). You should clearly designate, with specificity, any portions of its submittal which falls within the following exemption:

Maps and other records regarding the location or security of generation, transmission, distribution, storage, gathering, or switching facilities owned by a utility, by a power generator, or by the Illinois Power Agency.

In light of this standard, please note with a **red P** in the upper right hand corner of only those pages containing information that you are seriously requesting to be considered as Confidential and Proprietary and a **red S** in the upper right hand corner of only those pages containing information that you are seriously requesting be considered to contain Security Related information, thereby meeting the applicable exemption criteria of the Illinois Freedom of Information Act (www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=85&ChapterID=2). You also must **highlight in yellow** the specific information you claim to be exempt on that page. The City will evaluate only appropriately marked pages and highlighted sections.

SUBMITTALS THAT ARE GLOBALLY MARKED CONFIDENTIAL WILL BE CONSIDERED SUBJECT TO FULL DISCLOSURE UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT WITHOUT REDACTION.

AWARDING THE PROPOSAL

CRITERIA FOR AWARDING AND RESERVATION OF RIGHTS

The contract will be awarded to the one proposer that is determined to have the highest qualification score, or any other proposer determined by the City Council to be in the best interest of the City, who meets or exceeds the criteria, provisions provided by the requesting department. The City reserves the right to reject any or all proposals or to waive any details in proposals received whenever such rejection or waiver is in the best interests of the City. The City also reserves the right to reject the proposal of a proposer

who has previously failed to satisfactorily perform, has not completed contracts on time, or whom, upon investigation shows is not in a position to perform the contract.

NOTICE OF AWARD

The City intends to accept in writing one proposal within one hundred & twenty (120) days from the date of receipt, or the time specified within the specifications, unless the awardees extend the time of acceptance to the City. Notice of Award will be posted on the City's online bidding service for all proposers of record to view.

APPENDIX D – CONSULTANT SERVICES AGREEMENT

CITY OF NAPERVILLE
CONSULTANT SERVICES AGREEMENT
RFP 19-046
Master Comprehensive Plan Update

THIS AGREEMENT (hereinafter referred to as the "Agreement") entered into this _____ day of _____ 2019, between the City of Naperville, an Illinois municipal corporation with offices at 400 South Eagle Street, Naperville, Naperville, Illinois 60540 (hereinafter referred to as the "City"), and _____, with offices at _____, a _____ (hereinafter referred to as the "Consultant").

RECITALS

WHEREAS, the City intends to retain the services of a qualified and experienced consulting firm to complete a strategic update to the City of Naperville Comprehensive Master Plan, (hereinafter referred to as the "Project"), utilizing the services of the Consultant in accordance with this Agreement; and

WHEREAS, this Agreement may include the exhibits listed below. To the extent that such exhibits are included, they shall be attached hereto and incorporated by reference herein.

- A. "Scope of Services," attached as Exhibit A;
- B. "Consultant's Key Personnel" attached as Exhibit B;
- C. Project Schedule, attached as Exhibit C;
- D. Subconsultant Agreements, if applicable, attached as Exhibit D;
- E. Consultant's "Cost of Consulting Services", attached as Exhibit E;
- F. Declaration of Consultant's Proprietary Information, attached as Exhibit F, if applicable.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the parties agree as follows:

SECTION 1 - Services of the Consultant

1.1 The foregoing Recitals are a material part of this Agreement, and are incorporated in this Section 1 as though fully set forth herein.

1.2 The Consultant shall perform professional services in accordance with Exhibit A, "Scope of Services". The Consultant retains the right to control the manner of performance of the services provided for in this Agreement and is an independent contractor and not an employee of the City. All employees and subconsultants or subcontractors of the Consultant shall likewise not be considered to be employees of the City.

1.3 The Consultant shall serve as the City's professional representative in those phases of the Project to which this Agreement applies, and provide consultation and advice to the City during the performance of its services.

1.4 The Consultant shall not have any public or private interest in the Project and shall not acquire directly or indirectly any such interest which conflicts in any manner with the performance of its services under this Agreement.

1.5 The Consultant shall designate, in writing, a person to act as its Project Manager for the work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and define the Consultant's policies and decisions with respect to the work covered by this Agreement.

1.6 The Consultant shall employ only well qualified persons to perform any of the services required under this Agreement, subject to prior approval of the City. The Consultant's key personnel ("Key Personnel") shall be identified in Exhibit B attached hereto. Any change of Key Personnel must be approved in writing by the City.

1.7 Intentionally removed.

1.8 The Consultant shall complete the work required under this Agreement pursuant to the Project Schedule, attached as Exhibit C.

1.9 Intentionally removed.

1.10 The Consultant shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders or other legal requirements now in force or which may be in force during the term of this Agreement.

1.11 Intentionally removed.

1.12 The Consultant shall obtain prior approval from the City prior to

subcontracting with any entity or person to perform any of the work required under this Agreement. The Consultant shall submit to the City a draft subconsultant agreement for City review and approval prior to the execution of such an agreement. Any subconsultant agreement(s) entered into prior to this Agreement are attached as Exhibit D. If the Consultant subcontracts any of the services to be performed under this Agreement, the subconsultant agreement shall provide that the services to be performed under any such agreement shall not be sublet, sold, transferred, assigned or otherwise disposed of to another entity or person without the City's prior written consent and shall include the provision set forth in Section 9 below. The Consultant shall be responsible for the accuracy and quality of any subconsultants' work.

1.13 The Consultant shall cooperate fully with the City, other City consultants, other municipalities and local government officials, public utility companies and others as may be directed by the City. This shall include attendance at meetings, discussions and hearings as requested by the City.

1.14 The Consultant shall furnish the City a reasonable number of original prints of all necessary reports, documents, and plans, as determined by the City.

1.15 The Consultant shall submit a progress report each month this Agreement is in force, which shall include the following items:

- a. A summary of the Consultant's project activities, and any subconsultant project activities that have taken place during the invoice period;
- b. A summary of the Consultant's project activities and any subconsultant project activities, that shall take place during the next invoice period;
- c. A list of outstanding items due to or from the City; and
- d. A status of the Project Schedule [per Exhibit C].

SECTION 2 - Additional Services

2.1 If a representative of the City verbally requests the Consultant to perform additional services ("Additional Services") not included in the Scope of Services and as provided for in Exhibit A, the Consultant shall confirm in writing the specific services that have been requested and specify that such services are Additional Services. Failure of the City to respond to the Consultant's confirmation of said services within thirty (30) calendar days of receipt of the notice shall be deemed rejection of, and refusal to pay for the Additional Services. Consultant shall not perform any Additional Services until City has confirmed approval of said Additional Services in writing. If authorized as provided herein, the Consultant shall furnish, or obtain from others, Additional Services which shall be paid for by the City as set forth in Section 5

of this Agreement. Additional Services may include the following (if such services are not part of the original Scope of Services and other exhibits attached hereto).

- a. Additional Services due to significant changes in scope of the Project or its design, including, but not limited to, changes in size, complexity or character of services, or time delays for completion of work when such delays are beyond the control of the Consultant;
- b. Preparation of detailed renderings or exhibits for the Project;
- c. Preparation of substantial change orders requested by the City;
- d. Additional Services in connection with the Project by the City and services not otherwise provided for in this Agreement;
- e. Preparing to serve or serving as an expert witness for the City in any litigation or other proceeding involving the Project; and
- f. Additional Services agreed upon by the City and the Consultant which are required as a result of changes in applicable laws, codes, ordinances or regulations which changes were not known or foreseeable at the time of execution of this Agreement.

2.2 The City may, upon written notice, and without invalidating this Agreement, require changes resulting in the revision or abandonment of work already performed by the Consultant, or require other elements of the work not originally contemplated and for which full compensation is not provided in any portion of this Agreement. Any additional services, abandonment of services which were authorized by the City, or changes in services directed by the City which result in the revision of the scope of services provided for in Exhibit A that cause the payment due to the Consultant to exceed the amount set forth in Section 5.3 shall be addressed in an amendment to this Agreement.

SECTION 3 – The City's Responsibilities

3.1 The City shall provide information in its possession as requested by the Consultant for the Project.

3.2 The City shall assist the Consultant by placing at its disposal all available information in its possession which it deems pertinent to the Project, including previous reports and any other data relative to implementation the Project.

3.3 Intentionally removed.

3.4 The City shall examine all studies, reports, sketches, estimates,

specifications, drawings, proposals and other documents presented by the Consultant and shall render in writing decisions pertaining thereto within a reasonable time so as not to delay the work of the Consultant.

3.5 The City shall provide such legal, accounting and insurance counseling services as may be required by the City for the Project.

3.6 The City shall designate in writing a person to act as the City's Project Representative with respect to the work to be performed under this Agreement.

3.7 The City shall give prompt written notice to the Consultant whenever the City observes or otherwise becomes aware of any defect in the Project.

3.8 The City may direct the Consultant to provide, at the City's expense, Additional Services pursuant to Section 2 of this Agreement.

3.9 At the discretion of the City, the City shall give the Consultant credit for its services performed under this Agreement in its official communications, published articles, and project identification signage.

3.10 The City shall evaluate the Consultant's and any subconsultant's performance (interim and final). Timeliness in meeting the Project Schedule [Exhibit C] and the overall relationship with the Consultant are factors that will be considered in the Consultant's performance rating. An unfavorable performance rating shall be a factor when future assignments are being considered.

3.11 The City makes no representation or warranty of any nature whatsoever as to the accuracy of information or documentation provided by the City to the Consultant which were generated or provided by third parties. The accuracy of information or documentation provided the Consultant by the City may be relied upon only to the extent specified in the Scope of Services attached hereto as Exhibit A.

SECTION 4 - Period of Service

4.1 The Consultant shall commence work on the Project within seven (7) calendar days after receipt of a written notice from the City to proceed and complete the work pursuant to the Project Schedule attached as Exhibit C. The City shall determine when the Consultant has completed the work required pursuant to this Agreement.

Section 5 - Payment for Services and Reimbursements

5.1 The consultant shall be paid within thirty (30) days of the City's approval of invoices submitted by the Consultant for completion of work under this Agreement and based on milestones and deliverables outlined in the scope of services (Exhibit A). The City will determine if milestones have been properly achieved.

5.2 The City shall have the right to withhold payment to the Consultant to the extent the Consultant has failed to perform the work described herein to the satisfaction of the City, or if the Consultant has failed or refused to perform any of its obligations hereunder; providing that the City has provided prompt written notice of the work in question and allows the Consultant a reasonable amount of time to cure the work.

5.3 In the event of termination of this Agreement pursuant to Section 6.1, the Consultant shall be paid for services rendered on the basis of the proportion of work completed on the phase to date of termination. In the event of any such termination, the Consultant shall also be reimbursed for charges it incurred as a result of any work performed by any subconsultants to the date of termination, and shall also be paid for all unpaid additional services and reimbursable expenses not in dispute.

5.4 The provisions of this Section 5 supersede and replace the Illinois Prompt Payment Act.

5.5 Invoices must be received by the City within thirty (30) days of provision of goods or services hereunder, except that any invoice for goods or services performed in April of any year must be received by the City on or before the first week of May of that year to ensure that it is received within the City's Fiscal Year.

All invoices shall be sent to:

Deputy Director of Planning and Development
City of Naperville
TED Business Group
400 S. Eagle Street
Naperville, Illinois 60540

SECTION 6 – Termination

6.1 This Agreement may be terminated at any time upon thirty (30) days written notice by either party in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. In addition, the City shall have the right to terminate this Agreement upon thirty (30) days written notice for any reason. Mailing or facsimile transmission of such notice shall be equivalent to personal notice and shall be deemed to have been given at the time of receipt.

6.2 Within thirty (30) days of completion, expiration or termination of this Agreement, the Consultant shall turn over to the City any documents, drafts, and materials, including but not limited to, outstanding work product, data, studies, test results, source documents, and such other items specifically identified by the City and all Documents and items identified in Section 9.1 of this Agreement. Upon receipt of said items, the Consultant shall be paid for labor and experience incurred to the date of

termination as provided in Section 5. If this Agreement is terminated due to the City's substantial failure to perform, the Consultant shall be paid for labor and expenses incurred to date as provided in Section 5, subject to set off for any damages, losses or claims against the City resulting from or relating to Consultant's performance or failure to perform under this Agreement. This Agreement is subject to termination by either party if either party is restrained by a state or federal court of competent jurisdiction from performing the provisions of this Agreement. Upon such termination, the liabilities of the parties to this Agreement shall cease, but they shall not be relieved of the duty to perform their obligations through the date of termination.

SECTION 7 – Insurance

7.1 At the Consultant's expense, the Consultant shall procure and maintain in effect throughout the duration of this contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, his agents, representatives, employees or subcontractors.

7.2 The Consultant must furnish Certificates of Insurance to the City before staff recommends award of the contract to City Council. If requested, the Consultant will give the City a copy of the insurance policies. The policies must be delivered to the City within two weeks of the request. All insurance policies shall be written with insurance companies licensed to do business in the State of Illinois and having a rating of not less than A: VII according to the A.M. Best Company. Should any of the insurance policies be canceled before the expiration date, the issuing company will mail 30 days written notice to the City. The Consultant shall require and verify that all subcontractors maintain insurance meeting all of the requirements stated herein.

Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law. If the Consultant maintains higher limits than the minimums shown below, the City shall be entitled to coverage for higher limits maintained by the Consultant.

(A) Commercial General Liability:

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability Occurrence Form CG 00 01 and include Premise/Operations, Products/Completed Operations, Independent Contractors, Contractual and Personal Injury/Advertising Injury.

Limits:	
General Aggregate	\$2,000,000.00
Products/Completed Operations	\$2,000,000.00
Each Occurrence	\$2,000,000.00
Personal Injury	\$2,000,000.00

(B) Automobile Liability:

Coverage shall be at least as broad as Insurance Services Office Form CA 00 01 to include all Owned, Hired, Non-owned vehicles.

Limits:	
Combined Single Limit per Accident	\$2,000,000.00

(C) Workers' Compensation:

Coverage shall be in accordance with the provisions of the laws of the State of Illinois.

(D) Employers' Liability

Limits:	
Each Accident	\$2,000,000.00
Each Employee Bodily Injury by Disease	\$2,000,000.00
Policy Limit Bodily Injury by Disease	\$2,000,000.00

(E) Errors & Omissions Liability/Professional Liability:

Per Occurrence	\$2,000,000.00
Annual Aggregate	\$2,000,000.00

If Errors & Omissions coverage is written on a claims-made form:

1. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another

claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

F) Other Insurance Provisions:

The Commercial General Liability policy shall cover liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall include an Additional Insured endorsement to the Consultant's insurance policy, or as a separate owner's policy covering The City, its officers, officials, employees and volunteers as insured's. Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Automobile Liability Policy shall cover liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant. Automobile Liability coverage shall contain or be endorsed to contain The City, its officers, officials, employees and volunteers as insured's. Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agents and subcontractors.

The Consultant understands that the acceptance of Certificates of Insurance, policies and any other documents by the City in no way releases the contractor from the requirements set forth herein.

SECTION 8 – Indemnification

8.1 The Consultant shall defend, indemnify and hold harmless the City and its officers, agents, and employees against any claim or liability, including but not limited to costs, and fees, including reasonable attorney fees, arising from or based on any negligent or willful act or omission on the part of the Consultant or Consultant's subconsultants, employees, agents or subcontractors during the performance of this Agreement. Such indemnification shall not be limited by reason of the enumeration of any insurance coverage herein provided. Neither Party shall be liable to the other Party for incidental, special, indirect or consequential damages in excess of the amounts of insurance coverage provided for herein.

8.1.1 Nothing contained herein shall be construed as prohibiting the City, or its officers, agents, or employees, from defending through the selection and use of their own agents, attorneys, and experts, any claims, actions or suits brought against them. The Consultant shall be liable for the reasonable costs, fees, and expenses incurred in the defense of any such claims, actions, or suits.

8.1.2 Nothing herein shall be construed as a limitation or waiver of defenses available to the City and employees and agents, including but not limited to the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 *et seq.*

8.2 The Consultant shall be responsible for any losses and costs to repair or remedy services performed under this Agreement resulting from or arising out of any negligent or willful act or omission, neglect, or misconduct in the performance of its work or its subconsultants' or subcontractors' work. Acceptance of the work by the City will not relieve the Consultant of the responsibility for subsequent correction of any such error, omissions and/or negligent acts or of its liability for loss or damage resulting therefrom.

8.3 The Consultant shall not be responsible for any delay in the performance or progress of the Project, or liable for any costs or damages sustained by the City resulting from such delay, caused by any errors, omissions and/or negligent acts of the City or their agents, or by changes ordered in the work. In the event of such delay, the Consultant will proceed with due diligence to alleviate the delay and continue the performance of its obligations under this Agreement.

8.4 The Consultant shall not be responsible for any damages, which may occur as a result of any modifications made to the plans of the Consultant by others without the Consultant's knowledge, or for damages that may occur because of the improper or negligent acts of others.

8.5 Intentionally removed.

8.6 Intentionally removed.

8.7 The provisions of this Section 8 shall survive completion, expiration or termination of this Agreement.

SECTION 9 - Documents, Drawings, and Intellectual Property

9.1 Any documents, including but not limited to intellectual property (hereinafter "Documents") defined herein without limitation as drawings, survey data, reports, studies, processes, specifications, estimates, maps, plans, computations, photographs, audio and video recordings, electronic data, software (including but not limited to source code and

run-time executable), system integration details (including but not limited to data mapping, data conversion, data customization, and system customization), and any original work of authorship fixed in a tangible medium of expression within the meaning of the Copyright Act of the United States Code, and all other materials, regardless of physical form or characteristics, prepared, created, or discovered by the Consultant, or Consultant's subcontractors, subconsultants, or sub-vendors, for or in relation to the Project, shall automatically and immediately be deemed to be the property of the City and shall be considered by the parties as a work made for hire, including derivative works therefrom, and ownership of same shall vest exclusively with the City as of the date authored, made, or conceived, either solely or jointly with others, and the City shall be entitled to the worldwide right to all such works of authorship, invention, improvement, and developments, whether patentable within the meaning of Title 35 of the United States Code, or unpatentable, copyrightable or uncopyrightable. The Consultant, and Consultant's subcontractors, subconsultants, and sub-vendors, shall promptly disclose to the City any works of authorship, invention, or improvements and developments described above when made or conceived, whether or not they have been reduced to writing. Consultant, and Consultant's subcontractors, subconsultants, and sub-vendors, shall fully cooperate and assist the City in securing the City's rights as described herein and in filing and prosecuting any patent or copyright applications, and shall execute any and all documents that the City may deem necessary to obtain such rights.

Nothing contained in this Section shall be construed as limiting or depriving Consultant of its rights to use its basic knowledge and skills to design or carry out other projects or work for itself or others, whether or not such other projects or work are similar to the work to be performed pursuant to this Agreement. The City shall not acquire any rights to any of Consultant's, its subcontractors', subconsultants', or sub-vendors' proprietary computer software, or other intellectual property as identified on Exhibit G, except: i) to the extent any such software or other intellectual property is modified pursuant to this Agreement, or ii) as may be separately agreed in writing.

9.2 During the course of the Agreement, the Consultant shall provide Documents as required in the Scope of Work and as otherwise requested by the City. Files delivered in an electronic medium must be compatible and work with the City's then-current systems and software.

9.3 Within thirty (30) days of completion, expiration or termination of this Agreement, a hard copy and an electronic set of original Documents as defined in paragraph 9.1 above, including but not limited to those required in the Scope of Work, shall be delivered to the City's Project Manager and shall be labeled "Original-Final". In the event of a conflict between any specifications, reports, or other documents, the Documents labeled "Original-Final" will govern. Files delivered in an electronic medium must be compatible and work with the City's then-current systems and software.

9.4 The Consultant shall maintain for a minimum of three (3) years after the completion of this Agreement, or for three (3) years after the termination of this Agreement, whichever comes later, adequate books, records and supporting

documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the Agreement. The Consultant shall make its books, records, digital files, and any other supporting documents related to the Agreement promptly available for review and audit by the City and/or by the federal funding entity, if applicable. Further, the Consultant agrees to cooperate fully with any audit conducted by the City, or federal funding authority, and to provide full access, to all materials related to any aspect of this Agreement. Failure to maintain the books, records, digital files, and supporting documents required by this subsection shall establish a presumption in favor of the City for recovery of any funds paid under the Agreement for which adequate books, records, digital files and supporting documentation are not available to support their purported disbursement.

9.5 The Consultant shall require its subconsultants, subcontractors, and sub-vendors to comply with the requirements of this Section 9, and shall include provisions in agreements with its subconsultants, subcontractors, and sub-vendors making such provisions applicable to them and providing they shall that such provisions shall survive the completion, expiration or termination of such agreement.

9.6 The provisions of this Section 9 shall survive completion, expiration or termination of this Agreement.

SECTION 10 - Validity of Fees

10.1 The Consultant fees set forth in Section 5 of this Agreement shall be valid provided that a Notice to Proceed for the design phase, if applicable, is issued no later than fifteen (15) days after the City receives all signed contracts, insurance documents and bonds (if applicable). If this condition is not met, the consulting fees shall be renegotiated to reflect cost escalation.

SECTION 11 - Successors and Assigns

11.1 The City and the Consultant each bind themselves and their partners, successors, executors, administrators and assigns to the other party of the Agreement and to the partners, successors, executors, administrators and assigns of such other party in respect to all covenants of this Agreement. Neither the City nor the Consultant shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto, nor shall it be construed as giving any right or benefits hereunder to anyone other than the City and the Consultant.

SECTION 12 - Force Majeure

12.1 Whenever a period of time is provided for in this Agreement for the Provider or the City to do or perform any act or obligation, neither party shall be liable for any delays or inability to perform if such delay is caused by an event beyond its control and

without its fault or negligence, including: (1) earthquakes, floods, hurricanes, tornadoes, or other similar calamities; (2) acts of war; (3) acts of civil or military authority; (4) embargoes; (5) major environmental disturbances; (6) public disorders, civil violence or disobedience; (7) riots, sabotage, insurrection or rebellion; (8) epidemics; (9) terrorist acts; (10) fires or explosions; or (11) nuclear accidents. If a delay is caused by any of the Force Majeure circumstances set forth above, the time period shall be extended for only the actual amount of time said party is so delayed. Further, either party claiming a delay due to an event of force majeure shall give the other party written notice of such event within three (3) business days of its occurrence or it shall be deemed to be waived.

SECTION 13 - Amendments and Modifications

13.1 Except as otherwise provided herein, the nature and scope of services specified in this Agreement may only be modified by written amendment to this Agreement, approved by both parties. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modifications shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the parties.

SECTION 14 - Standard of Care

14.1 The Consultant shall perform the services provided for herein to the satisfaction of the City and with that degree of care, knowledge, skill, and diligence ordinarily exercised by reputable members of the same profession currently practicing under similar conditions within the State of Illinois.

14.2 The Consultant shall be responsible for the accuracy of its services under this Agreement and shall promptly make revisions or corrections resulting from its errors, omissions, or negligent acts without additional compensation. The City's acceptance of any of the Consultant's professional services shall not relieve the Consultant of its responsibility to subsequently correct any such errors or omissions.

14.2.1 If a Consultant has provided the City with specifications for this Project which are determined to be incorrect or which require revision during the solicitation process (including but not limited to Requests for Proposals, Requests for Qualifications, or bids), the Consultant shall make such corrections or revisions to the specifications at no cost to the City. Further, upon receipt of an invoice from the City, the Consultant shall promptly reimburse the City for the reasonable costs associated with said corrections or revisions. If such invoice is not fully paid within thirty (30) days of receipt by Consultant (by fax, e-mail, personal service, regular mail, or certified mail), the City shall have the right to deduct that amount from any outstanding payments due the Consultant.

14.3 The Consultant shall respond to the City's notice of any errors or omissions within 24 hours. The Consultant shall be required to promptly visit the Project

site if directed by the City.

14.4 The Consultant shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

14.5 If, within one year after the Consultant has received a final payment under this Agreement, any of the work is found to be not in accordance with the requirements of the Agreement, or in need of repair, the Consultant shall correct it promptly after receipt of written notice from the City to do so at no cost to the City. This remedy is in addition to any other remedies the City may have under this Agreement or the law.

14.6 The provisions of this Section 14 shall survive the completion, expiration or termination of this Agreement.

SECTION 15 - Savings Clause

15.1 If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

SECTION 16 - Captions and Paragraph Headings

16.1 Captions and paragraphs headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

SECTION 17 - Non-Waiver of Rights

17.1 No failure of either party to exercise any power given to it hereunder or to insist upon strict compliance by the other party with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof, nor any payment under this Agreement shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.

SECTION 18 - Entire Agreement

18.1 This Agreement sets forth all the covenants, conditions and promises between the parties with regard to the subject matter set forth herein. There are no covenants, promises, agreements, conditions or understandings between the parties, either oral or written, other than those contained in this Agreement.

SECTION 19 - Governing Law

19.1 This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance. Venue for any action arising out of or due to

this Agreement shall be in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

SECTION 20 – Notice

20.1 Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

If to the City:

Deputy Director of Planning and Development
City of Naperville
TED Business Group
400 South Eagle Street
Naperville, Illinois 60540

If to the Consultant:

20.2 Mailing of such notice as and when provided above shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

SECTION 21 – Severability

21.1 Except as otherwise provided herein, the invalidity or unenforceability of any particular provision, or part thereof, of this Agreement shall not affect the other provisions, and this Agreement shall continue in all respects as if such invalid or unenforceable provision had not been contained herein.

SECTION 22 - Execution of Agreement

22.1 This Agreement shall be signed last by the City Manager and the City Clerk. The City Clerk shall affix the date on which they sign this Agreement on Page 1 hereof which date shall be the effective date of this Agreement.

SECTION 23 – Counterparts

23.1 For convenience, this Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original.

SECTION 24 – Authorizations

24.1 The Consultant's representatives who have executed this Agreement warrant that they are authorized to execute this Agreement on the Provider's behalf, and that such signatures are sufficient to legally bind the Provider. The City Manager and City Clerk warrant that they have been lawfully authorized to execute this Agreement. Within ten (10) days of execution of this Agreement, the Provider and the City shall

deliver to the other copies of all articles of incorporation, articles of organization, bylaws, resolutions, ordinances, or other documents which evidence their legal authority to execute this Agreement on behalf of their respective parties.

SECTION 25 – Illinois Freedom of Information Act

25.1 Effective 1/1/2010, the Illinois Freedom of Information Act, 5 ILCS 140/7(2), provides that records in the possession of others whom the City has contracted with to perform a governmental function are covered by the Act and subject to disclosure within limited statutory timeframes (5 working days with a possible 5 working day extension, or within such other time frame as agreed upon in writing by the requester). Upon notification from the City that it has received a Freedom of Information Act request that calls for records within the Consultant's control, the Consultant shall promptly provide all requested records to the City so that the City may comply with the request within the required timeframe. The City and the Consultant shall cooperate to determine what records are subject to such a request and whether or not any exemptions to the disclosure of such records, or part thereof, are applicable.

25.1.2 Consultant may seek to have proprietary information submitted by it to the City withheld from disclosure to third parties to the extent that such information falls within the definition and provisions of Section 7(1) (g) of the Illinois Freedom of Information Act (5 ILCS 140/1 *et seq.*), and so long as such information has been furnished to the City under a proprietary claim as provided in said Act.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

CITY OF NAPERVILLE

CONSULTANT

By: Douglas A. Krieger
Its: City Manager

Date

By:
Its:

Date:

APPENDIX E – PROCUREMENT FORMS

The following forms should be completed and submitted with the Proposer's response:

- Sealed Proposal Submittal Form
- Proposal Form
- Affidavit of Compliance

If you choose not to respond, please fill out the following form and return it to the City as soon as possible:

- NO BID Form

Sealed Proposal

(Attach to outside of Proposal)

RFP 19-046

**Strategic Update to the Comprehensive
Master Plan**

DUE DATE: Thursday, February 28, 2019

TIME: 3:00 p.m.

TIME OF RECEIPT:

FROM:

**STRATEGIC UPDATE TO THE COMPREHENSIVE MASTER PLAN
PROCUREMENT NUMBER 19-046**

**CITY OF NAPERVILLE
REQUEST FOR PROPOSALS
PROPOSAL FORM**

The proposer shall also include with their returned proposal a signed copy of the enclosed affidavit, as well as literature, samples, etc. as required within the Request for Proposals Specifications.

The undersigned proposer, having examined the specifications and other documents, hereby agrees to supply services as per the attached specifications and to perform other work stipulated in, required by and in accordance with the proposal documents attached for and in consideration of the proposed prices.

The undersigned acknowledges receipt of addendum(s): _____; _____; _____; _____.

CONTACT:

FOR CLARIFICATION OF THIS PROPOSAL:

FIRM NAME

NAME

ADDRESS

PHONE NUMBER

CITY, STATE AND ZIP CODE

FAX NUMBER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

EMAIL ADDRESS

PRINT NAME / TITLE

DATE

AFFIDAVIT OF COMPLIANCE

APPLICANT: _____
Name

Address

Federal Tax I.D. # _____

As a condition of entering into a contract with the City of Naperville, and under oath and penalty of perjury and possible termination of contract rights and debarment, the undersigned,

(Please Print or Type)

_____ being first duly sworn on oath,
deposes and states that he/she is _____

(the sole owner, a partner, a joint venturer, the President, the Secretary, etc.) of

_____ (Name of Company), the
party making the foregoing bid, and that he/she has the authority to make any disclosures
or certifications required by this Affidavit on behalf of the bidder and that all the
information contained in this Affidavit is true and correct in both substance and fact.

DISCLOSURE OF BENEFICIARIES

Section 1. Ordinance 85-193, an ordinance amending Title 1 (Administrative) of the Naperville Municipal Code, as amended, by adding Chapter 12 thereto requires disclosure of certain interests by persons applying for permits, licenses, approvals or benefits from the City of Naperville.

A. Nature of Benefit sought by the undersigned (state Bid or RFP No.). _____

B. Nature of Applicant: (Please check one)

- | | |
|-----------------------------|------------------------|
| 1. Natural person _____ | 4. Trust/Trustee _____ |
| 2. Corporation _____ | 5. Partnership _____ |
| 3. Land Trust/Trustee _____ | 6. Joint Venture _____ |

- C. If applicant is an entity other than described in Section B, briefly state the nature and characteristics of the applicant below.

- D. If in your answer to subsection B you have checked box 1, 2, 3, 4, 5, or 6 identify by name and address each person or entity who is a 5% shareholder in the case of a corporation, a beneficiary in the case of a trust or land trust, a joint venturer in the case of a joint venture, or who otherwise has a propriety interest, interest in profits and losses or right to control such entity:

NAME	ADDRESS	PERCENT OF INTEREST
------	---------	---------------------

1.		
----	--	--

2.		
----	--	--

3.		
----	--	--

4.		
----	--	--

IMPORTANT NOTE: In the event your answer to Section 1 identified entities other than a natural person, additional disclosures are required for each such entity.

BID RIGGING AND BID ROTATING

Section 2: That in connection with this procurement,

- A. The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- B. The bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- C. The bid is genuine and not collusive or sham;

- D. The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- E. All statements contained in such bid are true;
- F. No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- G. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

Section 3. The undersigned further states that: **(check A or B)**

- A. He/she is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above; or
- B. He/she is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he/she has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs A through G above and as their agent does hereby so certify; and
- C. That he/she has not participated, and will not participate, in any action contrary to paragraphs A through G above.

Section 4. The undersigned certifies that the bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

**THE REQUIREMENTS OF THE
ILLINOIS DRUG FREE WORKPLACE ACT**

Section 5. The undersigned will publish a statement:

- A. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the aforementioned company's workplace;

- B. Specifying the actions that will be taken against employees for violations of this prohibition;
- C. Notifying the employees that, as a condition of their employment to do work under the contract with the City of Naperville, the employees will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the aforementioned company of any criminal drug statute conviction for a violation occurring in the workplace not later than five (5) days after such a conviction.
- D. Establishing a drug free awareness program to inform the aforementioned company's employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The aforementioned company's policy of maintaining a drug free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug violations.
- E. Making it a requirement to give a copy of the statement required by Section 5. to each employee engaged in the performance of the contract with the City of Naperville and to post the statement in a prominent place in the workplace;
- F. Notifying the City of Naperville within ten (10) days after receiving notice under Section 5.C.2. from an employee or otherwise receiving actual notice of such a conviction;
- G. Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 6., below;
- H. Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that an effectively trained counseling and referral team is in place;
- I. Making a good faith effort to continue to maintain a drug free workplace through implementing these requirements.

- J. Making a good faith effort to continue to maintain a drug free workplace through implementation of this policy.

Section 6. The undersigned further affirms that within thirty (30) days after receiving notice from an employee of a conviction of a violation of the criminal drug statute occurring in the aforementioned company's workplace he/she shall:

- A. Take appropriate personnel action against such employee up to and including termination; or
- B. Require the employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

TAX COMPLIANCE

Section 7. The undersigned on behalf of the entity making the foregoing proposal certifies that neither the undersigned nor the entity is barred from contracting with the City of Naperville because of any delinquency in the payment of any tax administered by the State of Illinois, Department of Revenue, unless the undersigned or the entity is contesting, in accordance with the procedures established by the appropriate revenue act, liability of the tax or the amount of tax.

Section 8. The undersigned or the entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in a civil action.

EQUAL EMPLOYMENT OPPORTUNITY

Section 9. This EQUAL EMPLOYMENT OPPORTUNITY CLAUSE is required by the Illinois Human Rights Act and the Rules and Regulations of the Illinois Department of Human Rights published at 44 Illinois Administrative Code Section 750, et seq.

Section 10. In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Human Right Act, or the Rules and Regulations for Public Contracts of the Department of Human Rights (hereinafter referred to as the Department) the contractor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, citizenship status, national origin, veteran status, marital status, sexual orientation, gender identity or any other characteristic that is protected by law. Further, that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Department's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and the contracting agency will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- E. That it will submit reports as required by the Department's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human

Rights Act and the Department's Rules and Regulations for Public Contracts.

- G. That it will include verbatim or by reference the provisions of this Equal Employment Opportunity Clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as the other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Department to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Section 11. For the purposes of subsection G of Section 10, "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a public contractor and any person under which any portion of the public contractor's obligations under one or more public contracts is performed, undertaken or assumed; the term "subcontract," however, shall not include any agreement, arrangement or understanding in which the parties stand in the relationship of an employer and an employee, or between a bank or other financial institution and its customers.

Section 12. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made under the terms and provisions of this bid.

Section 13. Have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the vendor's internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Department and the Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of this Act. A copy of the policies shall be provided to the Department upon request.

THE AMERICANS WITH DISABILITIES ACT

Section 14. The Americans with Disabilities Act (42 U.S.C. 12101 et seq.) and the regulations thereunder (28 CFR 35.130) (ADA) prohibit discrimination against persons with disabilities by the State, whether directly or through contractual arrangements, in the provision of any aid, benefit or service. As a condition of receiving this contract, the undersigned vendor certifies that services, programs and activities provided under this contract are and will continue to be in compliance with the ADA.

ILLINOIS PREVAILING WAGE

Section 15. The undersigned shall comply with the applicable requirements of the *Illinois Prevailing Wage Act, 820 ILCS sec. 130/0.01 et seq.* as amended for public works projects.

EMPLOYEE SAFETY AND HEALTH

Section 16. The undersigned shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as all the work is completed and accepted by the City.

- A. Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the work; all work, materials and equipment to be incorporated therein, whether in storage on or off site; and other property at the site or adjacent thereto in the course of construction.

Signed by: _____

Name _____

Title _____



**City of Naperville
NO BID Survey Form**

Please note: This form is only required if you are not bidding.

Title/Bid No: _____

Reason for not bidding:

- | | |
|---|--|
| <input type="checkbox"/> Not enough time to respond | <input type="checkbox"/> Could not compete |
| <input type="checkbox"/> Not our business | <input type="checkbox"/> Too busy right now |
| <input type="checkbox"/> Do not provide this com./service | <input type="checkbox"/> Could not meet specs./ requirements |
| <input type="checkbox"/> Could not get required insurance | <input type="checkbox"/> Could not get required bond |

Other: _____

Suggestions: _____

Company Name: _____

Address: _____

Person Submitting Form: _____ **Date:** _____

Phone/Fax Number: _____

Please keep us on the bidders list: _____ yes / _____ no



Naperville

CITY COUNCIL AGENDA ITEM

SUBJECT: Serving Naperville Seniors

TYPE OF VOTE: Simple Majority

ACTION REQUESTED: Receive the report and direct staff accordingly.

BOARD/COMMISSION REVIEW: N/A

COUNCIL ACTION PREVIOUSLY TAKEN:

Date	Item No.	Action
6/17/2014	O	Councilman Hinterlong requested a report by August to identify options to address senior needs, including the potential to establish a board/commission.

DEPARTMENTS: CMO

SUBMITTED BY: Doug Krieger – City Manager

FISCAL IMPACT: \$35,000 estimated to complete senior survey. Additional impacts will be evaluated based on survey gaps identified. Any additional services to be provided by the City, and associated costs, would require City Council approval.

BACKGROUND:

At the June 17 City Council Meeting Councilman Hinterlong requested staff prepare a report outlining the need for and options available to address senior services in the community, including the potential to establish a new board or commission.

A memorandum was provided to the City Council on Friday, August 1, 2014 to provide some general demographic information about Naperville's senior population and general overview of existing services. A copy of that memo is provided as Attachment 1.

Existing Services Available to Naperville Seniors

As noted in the August 1, 2014 memorandum, a myriad of outstanding options are currently available to serve Naperville seniors through private, non-profit, township, and county social service providers. From transportation, housing, education, food, health care, tax assistance to recreation Naperville's senior residents have a great variety of services available to meet their needs.

In addition, these organizations also host special events and activities to promote fellowship and awareness about available senior services. For example, on June 30, 2014 DuPage County hosted its annual "Senior Health Fair." Attendees received information on state, local and private programs covering topics like financial security, nutrition, cancer prevention, transportation, utility bill savings, scam prevention, assisted living, veterans assistance, senior living homes, healthcare options and Alzheimer's disease. Similarly, Will County hosted its "Senior Expo" on August 6, 2014 – an annual event featuring more than 50 service providers from across the region.

The townships are especially active in senior outreach offering not only great information, but hosting social events, providing services like meals on wheels and so much more. Rachel M. Ossyra (Naperville Township Supervisor), Jenny Dawley (Naperville Township Director of Senior Services) and Mike Barbour (Naperville Township Veterans and Seniors Advocate) all reached out to staff to proudly share information about the many services and resources currently available to Naperville seniors in preparing this report.

INFORMATION:

City of Naperville Role in Providing Senior Assistance

The City of Naperville, as a local government, has traditionally served as a referral agency for seniors seeking assistance rather than as a direct service provider. In this way, the City of Naperville seeks to connect seniors in need with services provided by others. This approach:

- Eliminates duplication of services;
- Fosters partnerships between the City and a network of service providers;
- Recognizes the expertise offered by others; and
- Minimizes taxpayer costs.

Currently, the City of Naperville Police Department's Social Service Unit is staffed by two full-time Master level Police Social Workers who provide a variety of services to the department and community, including referral assistance to seniors in need. The City of Naperville also maintains a comprehensive directory of senior resources on its webpage

<http://www.naperville.il.us/seniorservices.aspx>. Appreciating the fact that on-line resources are not the preferred means of communication for all seniors, Naperville seniors also have access to a senior volunteer help line and a *Senior Resource Guide* provided by the Naperville Park District.

Naperville Senior Feedback – What Do Seniors Want?

The best source the City of Naperville currently has to appreciate the needs and priorities of its residents is the Citizen Satisfaction Survey. This comprehensive survey is mailed to a

statistically significant random sampling of households across the City every few years. The most recent survey (2012) revealed a high level of resident satisfaction with City services. In fact, in several categories Naperville set a national benchmark compared to similar communities. The survey results were also analyzed based on respondent age. The data revealed no statistical difference in the overall satisfaction with City services and quality of life among persons age 65 and older than other segments of the population.

The Citizen Satisfaction Survey information does have its limitations though in understanding senior needs and desires. The Citizen Satisfaction Survey did not specifically ask for resident feedback on senior social service programs as these types of services are not currently provided directly by the City. An opportunity exists to gather additional input from the local senior population. A survey could assess awareness of existing services and programs and identify amenity and service gaps desired by Naperville's seniors.

Lacking sufficient statistical data, at this point, it is not possible to accurately quantify the specific needs and desires of Naperville's senior population.

Possible Options to Address Senior Services/Needs:

1) A City Staff Member Dedicated to Senior Assistance/Issues

This is a model used by some other communities in the region (e.g. Naperville Township, Elgin¹, Schaumburg, Glenview). The challenge for Naperville is the City does not, at present, directly administer a concentration of social service and senior programs that would warrant the creation of a new position. Rather, as noted previously, the City works in partnership with the townships, Naperville Park District, counties, state, private sector, and non-profit organizations to connect seniors to the many services and amenities available today.

2) Improved Communication with Naperville Seniors

City staff has worked to complete several improvements over the last several months to improve senior communications. Specifically:

- The City of Naperville Senior Resources web page was completely reorganized to provide single click access from the City's homepage (via RESIDENTS Tab). The site is available at: <http://www.naperville.il.us/seniorservices.aspx>.
- City staff coordinated with the Naperville Park District to provide senior phone volunteer assistance and advertising placement space in the Park District's Senior Resource Guide. These two actions have significantly improved Naperville's senior citizens awareness about available resources.

¹ For reference, the City of Elmhurst budgets \$175,000 annually on senior services, including full-time staff. Approximately 15% of Elmhurst residents are over the age of 65. Approximately 9% of Naperville residents are over the age of 65.

In concert with the City's Strategic Plan Goal to "Set the Standard for Community Education and Involvement", we know there is more than can be done. Some specific opportunities include:

- Continue to maintain the enhanced Senior Resource web page and maintain a high level of clear and easy access for seniors to obtain information with any future City of Naperville web site enhancements.
- In future citizen satisfaction surveys, additional questions related specifically to senior services can be provided (next survey anticipated in 2016).

Based on feedback from the 2012 Citizen Satisfaction Survey, we know that *Connected* (the City's Monthly Newsletter released via utility bill inserts) is the primary City information source for seniors. The City can commit to using this tool to provide more information of importance to seniors. This may include a regular column or a single annual edition focused on senior needs as well use of *Naper Notify* as a senior communication tool.

3) *New Senior Board or Commission*

The vast majority of local governmental boards and commissions are created to address statutory requirements (e.g. Plan Commission, Zoning Board, Library Board, Liquor Commission, Building Review Board, etc.). However, local governments also have the right to establish boards and commissions to address local needs, requirements, and ordinances. There is no statutory requirement mandating the establishment of a senior board or commission in any municipality.

In the last five years, Naperville has made great progress in consolidating the size of the municipal government to reduce government burden, streamline processes, and reduce taxpayer costs. This has involved elimination of the Bicycle Plan Action Committee (BPAC), overhaul of the Downtown Advisory Commission, merger of the Planning Commission and Zoning Board of Appeals and adjustments to the meeting frequency of the Advisory Commission on Disabilities. Given the network of senior services available currently, limited City resources, conservative City practices with respect to board and commission establishment, and Naperville's commitment to efficient government, staff has not previously recommended the creation of a senior board or commission.

Staff completed a review of senior board/commissions in the region. There is a great variety of approaches used by communities. Most communities, including Aurora, Joliet and Downers Grove, do not have senior boards and commissions. They take a similar approach to Naperville to connect seniors with service providers by maintaining a strong web presence and providing a senior resource guide. Others, like Park Forest are specifically focused on promoting senior events and activities. Some, like those found in Wheaton, are connected to a municipally operated public housing facility. The majority of those communities who have a senior board or commission have missions focused on promoting awareness of senior services (either through events, web page maintenance and resource guide development) and coordination of services among many providers.

This approach was found in communities like Oak Forest, Franklin Park, Tinley Park, Arlington Heights, Lake Forest, Schaumburg, Evanston and University Park.

Among the boards and commissions, there was great variety in their size and composition. Ranging from 7 to 17 members, all were advisory to the elected body. Meeting times also varied significantly, with several groups holding meetings during daytime business hours as opposed to a more typical evening meeting schedule of other boards and commissions. Meetings were also varied in terms of their frequency (e.g. monthly, by-monthly and quarterly). Moreover, every community had different definitions of composition requirements (e.g. age restrictions, service providers, residency, etc.).

If a new senior board or commission is to be established, it will be important to define its scope of work, mission, composition, and schedule. A staff liaison taking up to ¼ FTE, depending on workload/tasks identified by the new commission or board, would need to be assigned.

4) 7/1/2014 Proposal for a Senior Commission

On July 1, 2014, Ms. Bev Frier and Ms. Karen Courney submitted a proposal for a Naperville Senior Commission (Attachment 2). As described, the structure would include a Board of Directors and five (5) subcommittees of the whole focused on education, transportation, housing, collaboration and health. This structure, as the terminology suggests, is very different from any of the other municipal boards and commissions serving the City of Naperville today. Key differences include:

- **Membership Composition.** As proposed, membership includes representatives from specific organizations (e.g., Naperville Township, Naperville Police Department, Edward Hospital, Loaves and Fishes, DuPage Senior Citizens Council, etc.). This differs from the open call for interested volunteers that serve on other Naperville boards and commissions. While all of the suggested members noted in the proposal are important to the Naperville community, questions arise as to how these particular organizations were selected and how many others may benefit from participation.
- **Standing Subcommittees.** By requiring the creation of not only a board, but also standing committees, the proposed commission would convene far more often than other boards and commissions. This would significantly increase the need for staff coverage for these meetings to complete statutorily required postings and minutes. It would also demand more time commitments from members. Moreover, this structure would provide senior representation out of scale with representation for other segments of Naperville's population (e.g. minorities, families, etc.).
- **Size.** The size of the proposed Commission is much larger than a typical Naperville Board or Commission. A group of this size may be difficult to convene in accordance with municipal government standards.

Upon review, there is tremendous merit in coordination and collaboration among senior service providers. Moreover, there is more the City can do to improve senior services, particularly awareness of services. However, the suggested approach is actually more similar to a non-profit organization or coalition than a municipal board or commission. Similar "Board of Directors" are found in organizations like the Downtown Naperville Alliance, United Way, TRIAD (existing regional group, including Naperville Police focused on senior advocacy and safety), and other non-profit organizations. These organizations are all successful in addressing their specific missions. Their structure, outside the limits of government, is deliberate in order to provide these groups with flexibility and the ability to act quickly. As such, it may be more appropriate for the proposed "Naperville Senior Commission" to actually organize as a non-profit coalition, alliance, or team. In this way, the City of Naperville could be a participant, actively seeking ways to improve City services, but not necessarily lead the group.

Given the fact that the City of Naperville has a limited role in directly providing senior services, a commission under its charge would be challenged to have a significant impact on current services provided. The City would need to dramatically change the scope of senior services it directly provides and, in turn, step away from collaborative partnerships of services provided by the townships, counties, private and non-profit groups in order to avoid being duplicative.

RECOMMENDATIONS:

At this time, staff would not recommend creation of a board or commission or hiring of additional staff. More information is needed from the local senior community to understand what gaps currently exist, and if those gaps in service would be appropriate for the City to address through a permanent board/commission. Establishing a permanent board/commission will increase the size of our local government - potentially adding bureaucracy to existing practices and delaying service delivery if the board/commission has any new approval authorities. There is no universal approach used by communities across the region. In fact, most do not have a separate board or commission.

Staff is strongly committed to serving Naperville seniors. The City's senior population is sizeable, growing and brings and adds to the vibrancy of the community. Staff also appreciates that seniors may have needs that are currently unmet. Therefore, the following five actions are recommended at this time. Additional detail is provided on the table which follow.

1. Commitment to Improve Communication with Naperville Seniors
2. Conduct a Survey of Naperville Seniors
3. Establish a Senior Task Force
4. Appoint Senior Commission Liaisons
5. Name a Senior Services Advisor

#	ACTION	DEFINITION	TIMING
1	Commitment to Improve Communication with Naperville Seniors	This would expand upon recent improvements to the web page and include potential use of <i>Naper Notify</i> and <i>Connected</i> . These efforts would compliment the Senior Resource Guide and Senior Hotlines managed by the Naperville Park District.	On Going

2	Survey Naperville Seniors	This will provide clear guidance on what local seniors need, and more importantly, where gaps exist based on services/programs provided by others. A comprehensive community-wide survey will require the services of a consulting firm to develop a scientific instrument, distribute the survey, analyze the results and provide a report of findings. The most similar exercise completed by staff was the Citizen Satisfaction Survey in 2012. That effort, including an RFP to hire the most qualified, cost effective firm, required six months. This effort will also require development of a customized survey instrument (whereas the 2012 survey effort used most of the same questions from previous surveys to provide opportunities for trend analysis). For reference purposes the budget for the 2012 survey was \$50,000. No funds have been budgeted to this effort.	Winter 2014
3	Establish a Senior Task Force	<p>The primary difference between a commission and task force is timing. Task forces may also be larger and include members who are not City residents but are important stakeholders (e.g. service providers). Any task force would exist for a defined period focused on implementation of a specific charter.</p> <p>Staff would recommend the establishment of a Senior Task Force to oversee survey instrument development and marketing. After the senior survey has been completed, the task force would focus on addressing issues identified in the survey. This group will make recommendations for City action, including partnership and collaboration with others. The task force would be given a specific timeline for action subject to City Council approval. At the conclusion of the specified time, the task force would be disbanded. This approach follows the model of successful boards/commissions working under the scope of a specific plan to achieve real results. This was the model used by BPAC. Staff estimates the task force would exist for up to 18 months after the survey results are received.</p>	Fall 2014
4	Senior Commission Liaisons	A more cost effective and efficient means to achieve a senior voice in all City actions is to identify a "Senior Liaison" on existing boards/commissions. This would require the Mayor's Office, in coordination with staff liaisons to boards and commissions, to review existing membership and look for opportunities to recruit board and commission members who are age 65 and over to provide additional perspective and input from the senior community. Ideally, this group could also convene annually (perhaps in conjunction with a special senior event (e.g. "Senior Fest") to share insight and perspective about how Naperville seniors are being served by the City of Naperville.	2015
5	Naming of Senior Services Advisor	This would involve a single volunteer who would be responsible for advising the Mayor and Council on opportunities to engage seniors. This approach is modeled after the Mayor's Cultural Outreach Pilot Program. The individual identified for this role would be an ambassador for senior living in Naperville focused on further improving communication to and from seniors and the City.	2015

*Report on Naperville Seniors
August 19, 2014
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In addition to the recommended actions noted, if a non-profit coalition/organization or other group is established in conjunction with the proposal outlined by Ms. Bev Frier, Ms. Karen Courney (or others) staff would recommend the City participate in this group as a stakeholder.

ATTACHMENT:

1. August 1, 2014 Memorandum
2. Senior Commission Proposal from Ms. Bev Frier and Ms. Karen Courney
3. Correspondence from Park District

**CITY OF NAPERVILLE
MANAGER'S MEMORANDUM**

DATE: August 1, 2014

TO: Doug Krieger, City Manager

FROM: Amy Emery, Assistant to the City Manager - TED Business Group

SUBJECT: Senior Services

PURPOSE:

To provide background information about the Naperville senior citizen population and services to City Council.

BACKGROUND:

At the June 17 City Council Meeting Councilman Hinterlong requested staff prepare a report outlining the need for and options available to address senior services in the community, including the potential to establish a new board or commission. This memorandum provides some background information in advance of the full report consideration on August 19, 2014.

INFORMATION:

Seniors Important Part of Naperville Community

Naperville is well known as a great community for raising a family. Many of the city's residents who moved to Naperville during the peak growth years (in the 1980s and 1990s) to raise their families have now reached retirement age and want to continue living in the city.

Naperville is fortunate to be a community that offers an exceptional quality of life, including great parks, community events, restaurants, and other activities that make it a desirable retirement location. While most would view retirement destinations as those with low or no taxes and warm weather, recent trends in retirement planning suggest communities with outstanding health care facilities, excellent safety records and opportunities for meaningful community engagement (e.g. volunteering) are more important factors in individual retirement planning. In 2013, Forbes named Naperville as one of the top 25 suburbs for retirement. In addition, Kiplinger, a publisher of business forecasts and personal finance advice, named Naperville the best city for early retirement.

Naperville's desirability as a retirement location, for both long-time residents and newcomers alike, has likely contributed to the increase in persons over the age of 65 living in the City. As of 2010 (most recent census data), more than 12,000 Naperville residents were over the age of 65 - representing almost 9% of the City's total population. This is up from 7,991 residents in 2000 (6.2% of the City's population). Naperville's

ATTACHMENT 1

largest population segment remains families and persons between the ages of 25 and 54, likely due to the outstanding schools, parks and other family amenities Naperville offers.

The more telling fact to demonstrate the growing presence of seniors in the community is shown with respect to household composition. There is a definite shift in household composition between 2000 and 2010 as shown in Table 1 below. Of the 50,009 households reported in Naperville in 2010, seniors were present in 16.6% of the households a 58% increase since 2000.

Household Composition, 2000 – 2010				
Household Type	2000	2010	Change	Percent Change
With Children Under 18	21,064	21,523	459	-2
With Individuals Over Age 65	5,248	8,319	3,071	+58%

Source: U.S. Census

Senior Community Needs

As individuals age they may face specific challenges. Most notably housing and service needs may be different for seniors than other segments of the local population. For example, the expense and maintenance required for a traditional detached, single family home (e.g. mowing, repairs, utilities) may prove to be too much for some seniors, particularly those who are on fixed incomes. Other seniors may decide to seek downsized or alternative housing options. Health and mobility challenges are also more prevalent among senior residents. For these reasons and more the development community has responding with a number of local housing choices for seniors, including Monarch Landing, Silverado Senior Care, and many, many more. Likewise, a myriad of service options are currently available through private, non-profit, township, and county social service providers, including:

- Care Options
- Education
- Elder Rights Assistance
- Employment
- Financial & Tax Assistance
- Food Assistance
- Health Benefits
- Household Maintenance Assistance
- Housing
- Legal Assistance
- Life Safety
- Recreation
- Transportation
- Utility Assistance
- Veteran's Assistance
- Volunteerism

City of Naperville Assistance to Seniors

Historically, the City of Naperville has played a limited role as a direct social service provider to any segments of its population – seniors, children, disabled, chemically dependent, etc. Rather, the City works in partnership with the townships, Park District, counties, state, private sector, and non-profit organizations to direct residents in need to available services and amenities. To that end, the City of Naperville Senior Resources web page was completely reorganized earlier this year to provide single click access from

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August 1, 2014
Page 3

the City's homepage (via RESIDENTS Tab). The site is available at: <http://www.naperville.il.us/seniorservices.aspx>. In addition, the City coordinated with the Naperville Park District to provide senior phone volunteer assistance and advertising placement space in the Park District's Senior Resource Guide. Currently, the Naperville Police Department's Social Services Unit provides information and resources for residents of any age.

A more detailed report and recommendations related to the establishment of a board or commission will be provided with the August 19, 2014 City Council Agenda.

RECOMMENDATION:

Please include this report in the Manager's Memorandum for August 1, 2014.

PROPSOAL FROM BEV FRIER AND KAREN COURNEY
RECEIVED JULY 2014

NAPERVILLE SENIOR COMMISSION

Executive Summary

The City of Naperville is home to almost 15,000 residents over the age of 64. If you include those over 54 (baby boomers), the number rises to almost 28,000. This is a sizable segment of our total population. Many seniors have lived in Naperville their entire lives and have help create the Naperville we know today.

Recently, Naperville has been cited by national publications as a good place for seniors to retire and live. Being named a good place to retire implies that Naperville has or plans to have the resources to provide for the unique needs of this population. Naperville should be in a position to support independent living, enhance health and well being, educate and contribute to the feeling of self-worth and community belonging for seniors.

The City does not currently have dedicated resources to address the needs of its' senior population. Yes, we have recently revised the senior pages of the website and in cooperation with the Park District, we now have a senior help desk at the Rubin Center, but this just scratches the surface of what Naperville has the ability to do.

There are some significant needs of seniors, such as housing and transportation that should be addressed. The council has a full work load as does the City staff. In order to adequately address these issues, the City needs a group of individuals, from a variety of private and public sectors who will identify senior issues, work together to research the options available, determine the feasibility of each option and in general, be a voice in the Naperville community to advocate for seniors. It's not enough to assign one person as a liaison between the City and the seniors. Given the wide spectrum of needs the seniors have, one person will accomplish little and will probably be overwhelmed with what a huge responsibility this position will entail. The unique needs of seniors require a group of mission minded individuals who will employ a collaborative effort of the many resource providers to reach meaningful solutions. Utilizing a multi-member commission will ensure continuity in the event a member is unable to continue their service.

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NAPERVILLE SENIOR COMMISSION

Mission Statement

The Mission of the Naperville Senior Commission is to enhance the quality of life for senior citizens, by supporting independent living, enhancing health and well being, educating and contributing to their feeling of self-worth and community belonging.

Vision Statement

To accomplish this mission, the Naperville Senior Commission will bring together a board of directors with a committee structure that will address needs, search for solutions; recommend policies, programs, and services to the Mayor and the City Council, and collaborate with government agencies and other organizations that serve seniors and their families to identify gaps in service.

The Commission will provide information, advice, and advocacy to enhance the quality of life for seniors living in Naperville. The Commission will operate in a collaborative manner and use an intergenerational approach. The Commission will initiate a series of small group meetings with seniors to discuss and identify topics of importance and prioritize how these will be handled.

BOARD OF DIRECTORS: will include representatives from Naperville Township, Naperville Police Department, Edward Hospital, Loaves and Fishes, Du Page Senior Citizens Council, Metropolitan Family Services, government agencies, nonprofit organizations that provide services to the senior population, members of the senior population and those under 55 years of age to assure continuity of efforts.

MEETINGS: Monthly

COMMITTEES: Each committee will have a chairperson and established annual and long term goals. Committees will be expected to report to the board monthly on activities and progress.

Education Committee

Goal: Develop a network of resources that will provide timely information on senior issues and new developments as they arise,

Goal: Keep seniors and the general population aware of current issues and trends of importance, and communicate public policy issues to the city government and residents.

ATTACHMENT 2

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Goal: Collaborate with City departments, commissions and community organizations to present educational programs for seniors and the general public.

Goal: Collaborate with surrounding municipalities to raise the awareness of senior needs and seek ways to jointly achieve results.

Transportation Committee:

Goal: Gather information on the public transportation other municipalities provide, including costs to both the riders and the municipality.

Goal: Assess Naperville's existing public transportation to determine if it is adequately assessable, affordable, and adaptable to the needs of a mobility impaired aging population.

Goal: Identify alternative transportation programs and include a cost projection..

Housing Committee:

Goal: Create a supportive housing structure that will allow seniors to continue to live in their own home as long as they are able..

Goal: Advocate for and support a variety of residential senior living alternatives, policies, and services that support a good quality of life and meet the needs of seniors throughout their life span.

Goal: Research developers willing to build senior housing; Identify existing property that could be converted to shared housing.

Collaboration Committee:

Goal: Identify service gaps by maintaining and developing new partnerships with government agencies, nonprofit organizations, academic training programs and faith based organizations that provide services to seniors. Identify organizations providing services to seniors that are not currently included in our resource list.

Goal: Schedule periodic meetings with organizations serving the senior population to share ideas and experiences and further improve on offerings to senior.

Health Committee:

Goal: Become well-informed about the healthcare system as it affects seniors and develop resources that will provide timely information when changes occur or are proposed.

Goal: To provide seniors and their caregivers with a clear understanding of current healthcare laws, regulations and changes that affect them, including Medicare and Medicaid, and how changes in these programs are impacting seniors.

Goal: Hold information meetings as deemed appropriate when health laws affecting seniors are changed.

ATTACHMENT 2

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From: Ray McGury
Sent: Wednesday, August 13, 2014 10:35 AM
To: Mayor Pradel
Subject: Senior Discussion

Hi Mayor,

I just learned that discussion will take place at your next city council meeting on the feasibility of establishing a City of Naperville Senior Commission. As you know, a large part of what we do as a park district revolves around servicing our senior population which is growing daily! Some months ago Brad Wilson from our Recreation Department and I had the pleasure of meeting with Karen Courney and Bev Friar Patterson to discuss ways we could streamline communications and services for our seniors. As of this email, the Naperville Park District with the help of Karen and Bev have a senior volunteer desk at the Riverwalk Community Center (RCC) staffed to answer phone calls from our seniors looking for information on a variety of things. There is much more to do for our seniors, and I believe some type of formalized group serving as a centralized point of contact to discuss and vet senior issues would be beneficial.

I'm not sure what this group should be called but if you decide to move forward with exploring some options I'd be happy to help.

Thank You,

Ray

Ray McGury
Executive Director
Naperville Park District
(P) 630-848-3500
(C):630-461-0095
rmcgury@napervilleparks.org
www.napervilleparks.org

Engage Your Senses

ATTACHMENT 3



Naperville

CITY COUNCIL AGENDA ITEM

SUBJECT: Naperville Senior Task Force

TYPE OF VOTE: Simple Majority

ACTION REQUESTED: Receive the report on the status of the Naperville Senior Task Force.

BOARD/COMMISSION REVIEW: N/A

COUNCIL ACTION PREVIOUSLY TAKEN:

Date	Item No.	Action
6/17/2014	O	Councilman Hinterlong requested a report by August to identify options to address senior needs, including the potential to establish a board/commission.
8/19/2014	L7	City Council directed the establishment of a Naperville Senior Task Force

DEPARTMENTS: CMO

SUBMITTED BY: Doug Krieger – City Manager

FISCAL IMPACT: No impact in association with establishment of the Naperville Senior Task Force. Any future actions recommended by the Naperville Senior Task Force, with associated costs, would require City Council approval.

BACKGROUND:

At the June 17 City Council Meeting Councilman Hinterlong requested staff prepare a report outlining the need for and options available to address senior services in the community, including the potential to establish a new board or commission.

The City Council received a staff report and discussed several options on August 19, 2014. Ultimately, City Council directed the establishment of a Naperville Senior Task Force. This report provides an update on the status of that request.

DISCUSSION:

Task Force Structure

On August 26, 2014, CMO staff met with Karen Courney and Bev Frier to discuss the City Council's decision to establish a Naperville Senior Task Force. IdaLynn Wenhold, Executive Director Kids Matter, was also invited to this meeting to share her experience and advice related to the establishment of the Collaborative Youth Team (CYT) which could possibly serve, in some ways, as a model for the Naperville Senior Task Force. Her experiences and perspective offered some useful ideas for all to consider.

Through the course of this discussion, the overall goals of the Naperville Senior Task Force were identified as:

- To improve the overall quality of life for seniors in our community.
- Identify all nonprofit and government organizations currently providing services to seniors and the nature of those services.
- Communicate with seniors to identify services and activities they feel are missing.
- Identify gaps and redundancies in services provided to Naperville seniors.
- Through collaboration among service providers develop a plan that will fill identified gaps in service and address any duplication of services that may exist.
- Promoting awareness of available resources to both seniors and caregivers.
- Promote awareness within City of Naperville government operations of senior needs.

It is important that Task Force has a large enough membership to have the resources to accomplish the work needed to be done, but not be too large that managing the group becomes a challenge. The desired size of the task force is seven (7) persons. This small size is intentional in order to provide a dedicated, manageable team with differing opinions and perspectives that can quickly mobilize. It is anticipated this group will serve as a steering committee, similar to the approach used by the CYT. A much larger collaborative group is also planned which will represent both nonprofit and public agency service providers that will be dedicated to senior transportation, housing, health care, education and collaboration. The specific projects will be determined by the group after discussion and consideration of needs to be met.

It is expected that individuals appointed to the STF will join with the understanding that their initial time commitment will be significant as members will be asked to participate in regular meetings, likely subcommittee meetings, conduct research, and help organize and participate in community events to address the goals above.

A specific meeting schedule for the Naperville Senior Task Force (STF) is yet to be determined. It is anticipated that the STF will meet at least once each month, but likely more frequently as the group is establishing itself. The time of any meetings will be determined by its members once they have been identified. Daytime meeting times are likely to be more accommodating to the desires and availability of the STF members.

Naperville Senior Task Force Membership

Mayor Pradel released a request for applications for the STF on Tuesday, September 9, 2014. The application period closes on September 26, 2014. A copy of the application is attached. It requires applicants to provide a statement of interest and also to describe their particular skills, and expertise. Given the task force format, there is no limitation on residency, which provides an opportunity for experts to participate who live elsewhere. There are also no age restrictions for candidates to apply to the STF. This is due in part to the fact that there are varying definitions of what constitutes a senior based on age. Also, the lack of an age requirement provides flexibility to appoint persons who are not seniors themselves, but have personal experience working with seniors in need. It is important to note that the task force application specifically excludes individuals who are currently employed by or affiliated with an agency that provides senior services. This will help ensure that the seven task force members can provide an independent view. However, it is expected that individuals employed or affiliated with agencies that provide seniors services will participate in the larger coalition activities.

The Mayor's Office will likely complete the appointment process in October. Applications will be reviewed by CMO staff, as well as Ms. Courtney and Ms. Frier, in order to provide the Mayor with some recommendations to consider before final appointments are made.

Cataloging Existing Senior Services and Identifying Gaps

To assist the Naperville Senior Task Force in understanding existing gaps in senior services, the Senior Hotline Volunteers working at the Naperville Park District have agreed to conduct a telephone survey of nonprofits, faith based organizations and government agencies to determine what services each provides. In a second phase of the survey, for-profit senior service providers will be contacted.

This baseline information is critical to understanding how service providers are already assisting the senior community. There is some belief that there may be overlap and inefficiencies of the services as many of the providers work in silos – independently from one another. A goal of the Naperville Senior Task Force is to bring together providers to improve communication and facilitate consolidation of services in order to maximize resources and more efficiently serve those in need. This approach is similar to the success experienced by the CYT.

Understanding Naperville Senior Needs

As discussed at the August 19, 2014 City Council Meeting, there are many ways to solicit information from seniors to appreciate their needs and desires for assistance. Some examples would include surveys, interviews, meetings and focus groups. The Naperville STF will likely utilize many of these approaches. To gain some initial insight into senior population needs, a survey will be conducted at the September 12, 2014 "Healthy, Wealthy & Wise" conference for area senior citizens hosted by the City of Naperville and the Naperville-Lisle Townships Triad at the Naperville Municipal Center. A similar survey outreach effort may also be conducted at the October 20, 2014 meeting of HURRAH (Happy, Upbeat Retirees, & other Residents Activity Helping). A copy of the survey instrument is attached.

*Naperville Senior Task Force
September 16, 2014
Page 4 of 4*

Next Steps

It is anticipated that an initial STF meeting will be held this fall to affirm the goals of the STF, establish a meeting schedule, and further refine their mission, purpose and scope of work. Ultimately, the STF will serve as a steering committee for participation by a larger coalition of members representing different service providers and other stakeholders with an interest in Naperville seniors. The STF will report regularly to City Council on its activities.

RECOMMENDATION:

Receive the report on the status of the Naperville Senior Task Force.

ATTACHMENTS

- 1) Application form for STF
- 2) Senior Survey



Naperville

**Application for
City of Naperville
Senior Task Force**

Thank you for your interest in serving the City of Naperville as a volunteer on the Naperville Senior Task Force. The volunteer spirit of Naperville is an essential part of our City's quality of life. We are pleased that you are interested in making a commitment to the city and its senior residents.

Full Name

Date

Home Address

City, State

Zip Code

Apt./Suite Number

Home Phone

Work or Cell Phone

E-mail Address

How long have you been a resident of Naperville? _____

The Naperville Senior Task Force will be a working group of seven (7) individuals. Participants should expect to spend time outside of regularly scheduled monthly meetings assisting the task force with activities such as conducting research, meeting with senior service providers, placing phone calls, participating in subcommittee discussions and providing recommendations. Are you available to meet the time requirements of the Naperville Senior Task Force? **YES** **NO**

Please describe your experiences working with seniors, in Naperville or other communities, and expertise you have that will assist you on the Senior Task Force.

Please provide a statement of interest describing why you are interested in serving on the Naperville Senior Task Force and how you feel you can help the City of Naperville.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper appears to be a standard notebook page or a sheet of stationery.

Please return the completed application to:

Via mail

Mayor A. George Pradel
City of Naperville
Naperville Municipal Center
400 South Eagle Street
Naperville, IL 60540

Via email

trotze@naperville.il.us

For more information, or if you have any questions, please contact the Mayor's Office at (630) 420-6018.

City of Naperville Senior Task Force Survey

In August 2014, the Naperville City Council directed staff to establish a Senior Task Force to address concerns and issues experienced by Naperville seniors. Please take a few moments of time to assist this group by answering the 4 questions below.

1) **Are you a Naperville resident?** Please circle one: **YES** or **NO**

2) **Are you a senior (age 65 or over)?** Please circle one: **YES** or **NO**

3) **Where do you look to find information about available senior assistance?**
Please check all that apply. Leave blank if you have not needed to seek senior service assistance.

☐ Township Offices (*Please name the one you visit most frequently*) _____

☐ County or State Government (*either in-person or through a website*) _____

☐ City of Naperville Website

☐ City of Naperville (*either in-person or through a phone call*) Please indicate the department you contact most frequently. _____

☐ Park District Senior Program Guide

☐ Senior Help Desk phone hotline (630-848-3613)

☐ Chamber of Commerce

☐ Internet Search

☐ Other(s). Please list: _____

4) **In your opinion, what is the biggest challenge facing Naperville seniors?**

☐ Education (about available resources and issues)

☐ Transportation

☐ Housing

☐ Collaboration between Service Providers

☐ Health

Any Other Comments or Concerns Related to Seniors in Naperville?
