PUBLIC NOTICE - AGENDA

IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT

THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION
WILL BE HELD ON MONDAY, JANUARY 16, 2017 AT 6:30 P.M.
BOARD ROOM, WHEELING VILLAGE HALL
2 COMMUNITY BOULEVARD, WHEELING ILLINOIS
CHAIRPERSON DEAN S. ARGIRIS PRESIDING

DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON THE MATTERS CONTAINED IN THE FOLLOWING:

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL FOR ATTENDANCE**

4. **APPROVAL OF MINUTES** Special Meeting of December 5, 2016

5. **IN CONSIDERATION OF A REQUEST FOR A CLASS D LIQUOR LICENSE**

   Gold Standard Enterprises, Inc.
   DBA Binny's Beverage Depot
   1550 E. Lake Cook Road

6. **ADJOURNMENT**

THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99.

IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING BUT REQUIRE AN AUXILIARY AID, SUCH AS A SIGN LANGUAGE INTERPRETER, PLEASE CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.

PUBLIC NOTICE – AGENDA
IN ACCORDANCE WITH THE APPLICABLE STATUTES OF THE STATE OF ILLINOIS AND ORDINANCES OF THE VILLAGE OF WHEELING, NOTICE IS HEREBY GIVEN THAT

THE REGULAR MEETING OF THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING WILL BE HELD ON MONDAY, JANUARY 16, 2017
IMMEDIATELY FOLLOWING THE SPECIAL MEETING OF THE LIQUOR CONTROL COMMISSION
BOARD ROOM, WHEELING VILLAGE HALL, 2 COMMUNITY BOULEVARD,
WHEELING, ILLINOIS
VILLAGE PRESIDENT DEAN S. ARGIRIS PRESIDING

DURING WHICH MEETING IT IS ANTICIPATED THERE WILL BE DISCUSSION AND CONSIDERATION OF AND, IF SO DETERMINED, ACTION UPON THE MATTERS CONTAINED IN THE FOLLOWING:

1. **CALL TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ROLL CALL FOR ATTENDANCE**

4. **APPROVAL OF MINUTES** Regular Meeting of December 19, 2016

5. **CHANGES TO THE AGENDA**

6. **PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS**

   PROCLAMATION Martin Luther King Day of Service
   AWARD George Hieber Citizenship Award

7. **APPOINTMENTS AND CONFIRMATIONS**

8. **ADMINISTRATION OF OATHS**

9. **CITIZEN CONCERNS AND COMMENTS**

10. **STAFF REPORTS**

11. **CONSENT AGENDA –** All items listed on the Consent Agenda are considered to be routine by the Village Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from the general order of business and considered after all other Agenda items.

A. **Resolution** Granting the 2017 George Hieber Citizenship Award to Kathy Pico

B. **Ordinance** Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Specifically Section 4.32.085, to Increase the Authorized Number of Class D Licenses

C. **Resolution** Approving a Fourth and Final One-Year Renewal Contract with Milieu Design, LLC for Grounds Maintenance Services during FY 2017

D. **Resolution** Approving a One-Year Renewal Contract with Milieu Design, LLC for Flower Installation, Landscape/Horticulture Maintenance, and Roadway Weed Control during FY 2017

E. **RESOLUTION** Approving the Continued Participation in the Suburban Tree Consortium for the Purchase and Installation of Parkway Trees for FY 2017

12. OLD BUSINESS

13. NEW BUSINESS **All Listed Items for discussion and Possible Action**

A. **Ordinance** Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Specifically Sections 4.32.010 and 4.32.080, to Allow Tastings of Alcoholic Liquors at Package Liquor Establishments

B. **Two (2) Ordinances Re:** Binny's Beverage Depot at 1550 Lake Cook Road

1. **Ordinance** Granting Special Use-Site Plan Approval of a Packaged Liquor Store, 1550 Lake Cook Road [Docket No. 2016-26A]

2. **Ordinance** Granting Special Use-Site Plan Approval of a Retail Establishment with a Gross Floor Area Greater than 20,000 Sq. Ft., 1550 Lake Cook Road [Docket No. 2016-26B]

C. **Resolution** Waiving Competitive Bids and Authorizing the Purchase of Four (4) Zoll X-Series Defibrillator/Monitors at a Cost not to Exceed $110,102.65

D. **Resolution** Waiving Competitive Bidding and Authorizing the Acceptance of the State of Illinois Contract with Dell Technologies Corporation for the Purchase of Computer Servers and Data Storage Equipment at a Cost not to Exceed $418,181.42

E. **Resolution** Authorizing Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the Village Manager to Approve a Contract with the Lowest Cost Electricity Provider for a Period up to 36 Months

F. **DISCUSSION RE:** Concept Review of Bella's Wine Bistro

14. OFFICIAL COMMUNICATIONS

15. APPROVAL OF BILLS December 29, 2016 – January 11, 2017

16. EXECUTIVE SESSION

17. ACTION ON EXECUTIVE SESSION ITEMS, IF REQUIRED

18. ADJOURNMENT

~THIS MEETING WILL BE TELEVISED ON WHEELING CABLE CHANNELS 17 & 99~
IF YOU WOULD LIKE TO ATTEND A VILLAGE MEETING, BUT REQUIRE AN AUXILIARY AID SUCH AS A SIGN LANGUAGE INTERPRETER, CALL 847-499-9085 AT LEAST 72 HOURS PRIOR TO THE MEETING.

To Regular Agenda

MINUTES OF THE REGULAR MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF WHEELING
COOK AND LAKE COUNTIES, ILLINOIS 60090
BOARD ROOM, 2 COMMUNITY BOULEVARD
MONDAY, DECEMBER 19, 2016

CALL TO ORDER President Argiris called the regular meeting of the Board of Trustees of the Village of Wheeling to order at 6:41 p.m.

ROLL CALL FOR ATTENDANCE Clerk Simpson called the roll and the following Board members were present:

Dean Argiris Dave Vogel Ken Brady Mary Krueger Mary Papantos
Ray Lang Joe Vito

Also present were: Jon Sfondilis, Village Manager; Mike Crotty, Assistant Village Manager; James Ferolo, Village Attorney; Mallory Milluzzi, Village Attorney; Michael Mondschain, Finance Director; Andrew Jennings, Community Development Director; Shari Huizar, Human Services Director; Mark Janeck, Public Works Director; Jamie Dunne, Police Chief; Pete Panagakis, PD Support Services Commander; Keith MacIsaac, Fire Chief; Chuck Spratt, Superintendent - Fleet Services; Jon Tack Village Engineer and Scott Laverd, Crime Prevention Officer.

APPROVAL OF MINUTES Regular Meeting of November 21, 2016

A motion was made by Trustee Lang and seconded by Trustee Vogel that the Minutes of the Regular Meeting of November 21, 2016 be approved as published.

On the roll call the vote was:

AYES: 6 – Trustees Vogel, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSTAIN: 1 – Trustee Brady

There being six affirmative votes, the motion was approved.

CHANGES TO THE AGENDA – None

PROCLAMATIONS, CONGRATULATORY RESOLUTIONS AND AWARDS

Proclamation: Universal Hour of Peace – December 31, 2016

APPOINTMENTS AND CONFIRMATIONS – NONE

CITIZENS CONCERNS & COMMENTS – NONE

STAFF REPORTS

Finance Director Michael Mondschain announced that for the 36th consecutive year, the Government Finance Officers Association awarded the Village of Wheeling with a certificate of achievement for excellence in financial reporting. President Argiris congratulated the Finance staff.

DRAFT

To Regular Agenda

Public Works Director Mark Janeck asked residents and businesses to clear their sidewalks during snow events when possible and spoke about the rain barrel application deadline.
President Argiris asked Director Janeck to review how to handle frozen pipes. Director Janeck noted information in the newsletter and website and provided the proper extension to call with frozen pipe concerns.

Police Chief Jamie Dunne reminded all to practice safe travel during the holidays.

Economic Development Director John Melaniphy highlighted the business attraction efforts over the past year. President Argiris thanked Director Melaniphy (and Staff) for his efforts in securing the Dundee Rd./Community Blvd. stop light and working with the Post Office.

CONSENT AGENDA

Clerk Simpson read the Consent Agenda items to the Board.

A. **Resolution 16-131** Granting a Tag Day Permit to Bread of Life Outreach Program, Inc. to Conduct a Tag Day Event on December 23 and 24, 2016

B. **Resolution 16-132** Authorizing an Amended Agreement between the Indian Trails Public Library District and the Village of Wheeling Regarding a Receiver and a Radio Communications Antenna

C. **Resolution 16-133** Waiving Competitive Bidding and Authorizing Acceptance of the State of Illinois Contract with Verizon Wireless for the Purchase of Twenty Five Apple iPad Pro Computing Tablets

A motion was made by Trustee Brady and seconded by Trustee Krueger that the Consent Agenda be approved.

On the roll call the vote was:

AYES: 7 – Trustees Vogel, Brady, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSTAIN: 0

There being seven affirmative votes, the motion was approved

NEW BUSINESS

A. **Resolution 16-134** Adopting the Public Works Department Capital Improvement Plan (CIP) for the Five-Year Period of Fiscal Year (FY) 2017 through FY 2021

Clerk Simpson read the Resolution.

Public Works Director Mark Janeck reviewed the CIP Resolution. President Argiris illustrated portions of the CIP and expressed his enthusiasm.

A motion was made by Trustee Krueger and seconded by Trustee Papantos that Resolution 16-134 be approved.

To Regular Agenda

On the roll call the vote was:

AYES: 7 – Trustees Vogel, Brady, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSTAIN: 0

There being seven affirmative votes, the motion was approved.

B. **Ordinance 5055** Amending Various Sections of Title 13, Water and Sewers, of the Wheeling Municipal Code (Water and Sewers)

Clerk Simpson read the Ordinance.

Finance Director Michael Mondschain explained the need for this Ordinance.

President Argiris asked Village Manager Sfondilis how we compare with other communities in this area. Manager Sfondilis noted we are "dramatically lower than our neighboring suburbs" and that the investment is paying off.

Trustee Papantos

A motion was made by Trustee Vogel and seconded by Trustee Lang that Ordinance 5055 be approved.

On the roll call the vote was:

AYES: 7 – Trustees Vogel, Brady, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSTAIN: 0

There being seven affirmative votes, the motion was approved

C. **Public Hearing and Ordinances** Establishing the Amount of the 2016 Village Tax Levy and Abating Certain Portions of the Levy

1. **Public Hearing** on the 2016 Village of Wheeling Property Tax Levy

Clerk Simpson read the Hearing description for the record.

President Argiris stated for the record that no member of the public wished to speak.

Village Attorney James Ferolo reviewed the Hearing information.

Finance Director Michael Mondschain explained the purpose of the Abatement Ordinances.

A motion was made by Trustee Vogel and seconded by Trustee Papantos that the public hearing be closed.

On the roll call the vote was:

AYES: 7 – Trustees Vogel, Brady, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSTAIN: 0

There being seven affirmative votes, the motion was approved and the public hearing closed at 7:05 p.m.

2. **Ordinance 5056** Authorizing the Levy and Collection of Taxes for the Corporate and Municipal Purpose of the Village of Wheeling for the Fiscal Year Beginning January 1, 2016 and Ending December 31, 2016

Clerk Simpson read the Ordinance into the record.

A motion was made by Trustee Vogel and seconded by Trustee Lang that Ordinance 5056 be approved.

On the roll call the vote was:

AYES: 7 – Trustees Vogel, Brady, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSTAIN: 0

There being seven affirmative votes, the motion was approved

3. **Ordinances 5057** Abating the 2016 Tax Levy Requirements for the General Obligation Corporate Purpose Bonds, Series 2007

Clerk Simpson read the Ordinance into the record.

A motion was made by Trustee Brady and seconded by Trustee Krueger that Ordinance 5057 be approved.

On the roll call the vote was:

AYES: 7 – Trustees Vogel, Brady, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSTAIN: 0

There being seven affirmative votes, the motion was approved

4. **Ordinance 5058** Abating the 2016 Tax Levy Requirements for the General Obligation Corporate Purpose Bonds, Series 2008

Clerk Simpson read the Ordinance into the record.

A motion was made by Trustee Vogel and seconded by Trustee Papantos that Ordinance 5058 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

To Regular Agenda

5. **Ordinance 5059** Abating the 2016 Tax Levy Requirements for the General Obligation Refunding Bonds, Series 2011

Clerk Simpson read the Ordinance into the record.

A motion was made by Trustee Krueger and seconded by Trustee Lang that Ordinance 5059 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

6. **Ordinance 5060** Abating the 2016 Tax Levy Requirements for the General Obligation Sales Tax Refunding Bonds, Series 2012A

Clerk Simpson read the Ordinance into the record.

A motion was made by Trustee Vogel and seconded by Trustee Papantos that Ordinance 5060 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

7. **Ordinance 5061** Abating the 2016 Tax Levy Requirements for the General Obligation Water System Bonds, Series 2012B

Clerk Simpson read the Ordinance into the record.

A motion was made by Trustee Vogel and seconded by Trustee Brady that Ordinance 5061 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

8. **Ordinance 5062** Abating the 2016 Tax Levy Requirements for the General Obligation Refunding Bonds, Series 2016

Clerk Simpson read the Ordinance into the record.

To Regular Agenda

A motion was made by Trustee Papantos and seconded by Trustee Krueger that Ordinance 5062 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

D. **Ordinance 5063** Adopting the Village of Wheeling Annual Budget for the Fiscal Year Beginning January 1, 2017 and Ending December 31, 2017

Clerk Simpson read the Ordinance into the record.

Finance Director Michael Mondschain reviewed the Ordinance and answered a question from the Board.

Village Manager Jon Sfondilis noted the success of the balance budget comes with no additional new taxes.

A motion was made by Trustee Brady and seconded by Trustee Vogel that Ordinance 5063 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

E. **Resolution 16-135** Declaring a Tax Year 2015 Surplus in the Crossroads Tax Increment Financing District Fund and Authorizing the Distribution of Such to the Cook County Treasurer's Office

Clerk Simpson read the Resolution into the record.

Finance Director Michael Mondschain commented on items 13.E & 13.F. and answered questions from the Board.

President Argiris highlighted various distributions to numerous taxing bodies.

A motion was made by Trustee Papantos and seconded by Trustee Lang that Resolution 16-135 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

To Regular Agenda

There being seven affirmative votes, the motion was approved

F. **Resolution 16-136** Declaring a Tax Year 2015 Surplus in the South Milwaukee/Manchester Drive Tax Increment Financing District Fund and Authorizing the Distribution of Such to the Cook County Treasurer's Office

Clerk Simpson read the Resolution into the record.

A motion was made by Trustee Papantos and seconded by Trustee Vogel that Resolution 16-136 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

G. **Resolution 16-137** Authorizing Change Order No. 2 & Final to the Construction Contract with Schroeder Asphalt Services, Inc. for the 2016 Motor Fuel Tax (MFT) Street Improvement Program

Clerk Simpson read the Resolution into the record.

Public Works Director Mark Janeck spoke about the history of this contract.

A motion was made by Trustee Vogel and seconded by Trustee Papantos that Resolution 16-137 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

H. **Resolution 16-138** Accepting a Proposal from Haeger Engineering, LLC for Consulting Services Involving the 2017 Street Improvement Program

Clerk Simpson read the Resolution into the record.

Public Works Director Mark Janeck gave specifics on the Haeger submittal for this project and per President Argiris' request noted the streets involved.

A motion was made by Trustee Brady and seconded by Trustee Krueger that Resolution 16-138 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris

To Regular Agenda

NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

I. **Resolution 16-139** Granting Tentative Acceptance of Public and Private Improvements within the Northgate Crossing Subdivision

Clerk Simpson read the Resolution into the record.

Public Works Director Mark Janeck reviewed the Resolution and answered questions from the Board.

A motion was made by Trustee Lang and seconded by Trustee Papantos that Resolution 16-139 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

J. **Two Ordinances Re:** a Truck Freight Terminal at 150 Abbott Drive

1. **Ordinance 5064** Granting Special Use and Associated Site Plan and Appearance Approval for a Truck Freight Terminal [Docket No. 2016-21A]

Clerk Simpson read Ordinances 5064 & 5065 into the record.

Community Development Director Andrew Jennings gave a history of this project and stated the conditions of approval.

Petitioners were present and answered questions from the Board.

Trustee Krueger inquired about timeline of installation of fire hydrants and noted perhaps an added condition of installation prior to beginning operations. Petitioner's attorney stated that if that is an added condition, they will abide by that. Director Jennings described the phasing plan. Trustee Krueger asked Chief MacIsaac to elaborate on the plan for hydrant installation.

Trustees Papantos asked that Petitioner ensure that all employees are aware of Municipal Code related to engine idling.

A motion was made by Trustee Brady and seconded by Trustee Krueger that Ordinance 5064 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

To Regular Agenda

There being seven affirmative votes, the motion was approved

2. **Ordinance 5065** Granting Special Use and Associated Site Plan and Appearance Approval for Heavy Motor Vehicle Outdoor Storage [Docket No. 2016-21C]

A motion was made by Trustee Vito and seconded by Trustee Papantos that Ordinance 5065 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

K. Ordinance 5066 Granting a One Year Extension of Time for a Special Use Approved Under Ordinance No. 4987 for a Religious Assembly at 345 N. Wolf Road [Docket No. 2016-11B

Clerk Simpson read the Ordinance into the record.

Community Development Director Andrew Jennings gave an overview of the Use.

A motion was made by Trustee Vogel and seconded by Trustee Lang that Ordinance 5066 be approved.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved

OFFICIAL COMMUNICATIONS

President Argiris wished Trustee Kruger and Papantos a Happy Birthday; spoke about positive public comments related to the holiday lights, thanked Staff and wished everyone Happy Holidays.

Trustee Papantos thanked the Staff that assisted with Shopping With Cops and wished everyone Happy Holidays.

Trustee Lang wished everyone Happy Holidays and reminded all to be safe.

Trustee Vito wished everyone Happy Holidays, Merry Christmas and Happy New Year.

Trustee Krueger complimented the Shopping With the Cops event; wished everyone Happy Holidays and Happy Birthday to Mary Papantos.

Trustee Vogel wished everyone Happy Holidays and thanked Bears fans.

To Regular Agenda

Trustee Brady thanked all Staff for the success of Shopping With Cops; wished everyone a Merry Christmas and a Happy and prosperous New Year.

Clerk Simpson wished everyone Happy Holidays and Merry Christmas.

Village Manager Sfondilis wished everyone Happy Holidays and in the spirit of a healthy, happy New Year asked that we keep Ms. Kavina (a frequent speaker at Board meetings) in our thoughts as she is in the hospital following a terrible accident.

Village Attorney wished everyone Merry Christmas and Happy Holidays.

APPROVAL OF BILLS December 1, 2016 - December 14, 2016

A motion was made by Trustee Krueger and seconded by Trustee Lang that the bills in the amount of $5,959,805.25¢ be approved.

On the roll call the vote was:

AYES: 7 – Trustees Vogel, Brady, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSTAIN: 0

There being seven affirmative votes, the motion was approved.

EXECUTIVE SESSION

President Argiris asked for a motion to recess into Executive Session for the purpose of discussing appointment, employment, compensation, discipline, performance or dismissal of a specific employee or employees of the Village and the Minutes of the meetings lawfully closed under the Illinois Open Meetings Act.

A motion was made by Trustee Vogel and seconded by Trustee Papantos that the Board recess into Executive Session.

On the roll call the vote was:

AYES: 7 – Trustees Vogel, Brady, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSENT: 0

There being seven affirmative votes, the motion was approved and the Board recessed at 7:51 p.m.

RECONVENE FROM EXECUTIVE SESSION

A motion was made by Trustee Vogel and seconded by Trustee Vito that the Regular Meeting reconvenes.

The motion carried by voice vote. The meeting reconvened at 8:30 p.m.

DISCUSSION the Board discussed candidates for the George Hieber Citizenship award.

To Regular Agenda

President Argiris asked for a Consensus to approve Kathy Pico as recipient of the George Hieber Citizenship award.

On the roll call the vote was:

YES: 7 – Trustees Vito, Papantos, Lang, Brady, Krueger, Vogel, & President Argiris
NO: 0
ABSENT: 0

There being seven affirmative votes, direction was approved.

ADJOURNMENT

President Argiris asked for a motion to adjourn the meeting.

A motion was made by Trustee Krueger and seconded by Trustee Vito that the meeting adjourns.

On the roll call the vote was:

AYES: 7 – Trustees Vogel, Brady, Krueger, Papantos, Lang, Vito & President Argiris
NAYS: 0
ABSTAIN: 0

There being seven affirmative votes, the motion was approved

ADJOURNMENT 8:38 p.m.

_____
Elaine E. Simpson, Village Clerk

Approved this 16th day of January, 2017 by the President and Board of Trustees

To Regular Agenda

Martin Luther King, Jr. Day of Service
January 16, 2017

WHEREAS, Dr. Martin Luther King, Jr. devoted his life to advancing equality, social justice, and opportunity for all, and challenged all Americans to participate in the never-ending work of building a more perfect union; and

WHEREAS, Dr. King's teachings can continue to guide and inspire us in addressing challenges in our communities; and

WHEREAS, the King Holiday and Service Act, enacted in 1994, designated the King Holiday as a national day of volunteer service, and charged the Corporation for National and Community Services with leading this effort; and

WHEREAS, since 1994, millions of Americans have been inspired by the life and work of Dr. Martin Luther King, Jr. to serve their neighbors and communities on the King Holiday; and

WHEREAS, serving on the King Holiday is an appropriate way to honor Dr. King, meet local and national needs, bring our citizens together, and strengthen our communities and nation; and

WHEREAS, the King Day of Service offers an opportunity for Americans to give back to their communities on the holiday and make an ongoing commitment to service throughout the year; and

WHEREAS, King Day of Service projects are being organized by a wide range of non-profits, private businesses, and other organizations across the nation; and

WHEREAS, citizens of Wheeling have an opportunity to participate in events throughout Northern Illinois on the King Day of Service, as well as to create and implement community service projects where they identify the need;

NOW, THEREFORE, I, Dean Argiris, President of the Village of Wheeling, proclaim the Martin Luther King, Jr., Holiday as a Day of Service in Wheeling, and call upon the people of Wheeling to pay tribute to the life and works of Dr. Martin Luther King, Jr. through participation in community service projects, on Martin Luther King Day and throughout the year.

DATED at the Village of Wheeling this 16th day of January, 2017.

Dean S. Argiris, Village President

ATTEST:

Elaine E. Simpson, Village Clerk

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 11.A
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING:	January 16, 2017
TITLE OF ITEM SUBMITTED:	Resolution Granting the 2017 George Hieber Citizenship Award to Kathy Pico
BASIC DESCRIPTION OF ITEM[1]:	Resolution granting the second annual George Hieber Citizenship Award to Kathy Pico per the Village's nominations and consensus.
BUDGET[2]:	N/A
BIDDING[3]:	N/A
EXHIBIT(S) ATTACHED:	Memo, Resolution
SUBMITTED FOR BOARD CONSIDERATION:	**VILLAGE MANAGER**

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

To Regular Agenda

VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

TO: Village President, Clerk, and Board of Trustees

FROM: Jon A. Sfondilis, Village Manager

DATE: January 11, 2017

SUBJECT: George Hieber Citizenship Award

EXECUTIVE SUMMARY

Per the request of the Board of Trustees, staff has drafted a resolution granting the second annual George Hieber Citizenship Award to Kathy Pico.

In 2016, the Village Board created a Citizenship Award in honor of George Hieber and his many contributions to civic life in Wheeling over many years in a number of capacities. In keeping with the Board's policy by which future George Hieber Citizenship Awards will be granted, written nominations for the award were solicited for this year's recipient, and the Village President consulted with the Board of Trustees to discuss the nominees.

After consultation with the Village Board, the consensus was to grant this year's award to Kathy Pico for her numerous volunteer activities throughout Wheeling over a number of years. As such, the Village Board will need to pass a resolution granting the George Hieber Citizenship Award to Kathy Pico. Additionally, a small plaque with Ms. Pico's name and the year will be added to the large commemorative plaque hanging in the Village Hall.

If you have questions or concerns about the George Hieber Citizenship Award, don't hesitate to contact me.

To Regular Agenda

RESOLUTION NO. 17 - _____

RESOLUTION GRANTING THE
2017 GEORGE HIEBER CITIZENSHIP AWARD
TO KATHY PICO

WHEREAS, the Board of Trustees of the Village of Wheeling has established the George Hieber Citizenship Award to encourage good citizenship by recognizing outstanding contributions to the Wheeling community; and

WHEREAS, the President and Board of Trustees have chosen Kathy Pico as this year's recipient of this annual award; and

WHEREAS, throughout the years, Kathy Pico has served the Village in a number of formal capacities, including as a current member of the Village's Senior Commission; and

WHEREAS, Kathy Pico has further benefitted the Wheeling community through her volunteer service with AMVETS Post 66, St. Joseph the Worker Catholic Church, the Wheeling Garden Club, the Wheeling Park District, the Wheeling Senior Foundation, the Wheeling Historical Society's Lollipop Lane, and the Wheeling Pavilion Senior Center, among others; and

WHEREAS, Kathy Pico has consistently displayed an admirable concern for the welfare of others, and a commitment to making Wheeling a better, safer, and kinder place to live; and

WHEREAS, the Board of Trustees therefore regards it as fitting and proper that Kathy Pico be the recipient of the second annual George Hieber Citizenship Award;

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, **STATE OF ILLINOIS**, **THAT** the 2017 George Hieber Citizenship Award is hereby granted to Kathy Pico in recognition of her exemplary citizenship, with the thanks of the Board of Trustees for her service.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. **17 -** _____ be adopted.

President Argiris	_____	Trustee Lang	_____
Trustee Brady	_____	Trustee Papantos	_____
Trustee Krueger	_____	Trustee Vito	_____
		Trustee Vogel	_____

To Regular Agenda

Adopted this _____ day of _____, 2017 by the President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 11.B
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING:	January 16, 2017
TITLE OF ITEM SUBMITTED:	Ordinance Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Specifically Section 4.32.085, to Increase the Authorized Number of Class D Licenses
SUBMITTED BY:	Jon A. Sfondilis, Village Manager
BASIC DESCRIPTION OF ITEM[1]:	Amends the Municipal Code to change the permitted number of liquor licenses in order to reflect the Liquor Control Commission's anticipated approval of a Class D liquor license for Binny's Beverage Depot, a new package liquor store scheduled to open in the Schwind Crossing shopping center later this spring.
BUDGET[2]:	N/A
BIDDING[3]:	N/A
EXHIBIT(S) ATTACHED:	Memorandum, Ordinance
RECOMMENDATION:	Approval (provided the Liquor Control Commission approves the applicant's request for a Class D liquor license).
SUBMITTED FOR BOARD CONSIDERATION:	**VILLAGE MANAGER**

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

To Regular Agenda

VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

TO: **Jon A. Sfondilis, Village Manager**

FROM: **Martin Seay, Administrative Assistant**

DATE: **January 12, 2017**

RE: **Ordinance updating the number of Class D liquor licenses**

EXECUTIVE SUMMARY

On January 16, the Liquor Control Commission will be asked to consider granting a Class D (package liquor store) liquor license to Binny's Beverage Depot, a new package liquor store scheduled to open in the Schwind Crossing shopping center in the spring. If the Commission approves the request, the Board of Trustees will be asked to approve the attached ordinance, which amends the municipal code to increase the number of authorized Class D liquor licenses from four to five.

Please note that if the Commission does NOT grant Binny's Beverage Depot the requested license, then staff recommends that this ordinance be tabled or voted down.

Gold Standard Enterprises, Inc. DBA Binny's Beverage Depot is in the process of relocating its package liquor store from its current location in Buffalo Grove to 1550 East Lake Cook Road in the Schwind Crossing shopping center. If the Liquor Control Commission grants the applicant's request for a Class D liquor license, the Board of Trustees will be asked to approve the attached ordinance increasing the authorized number of Class D licenses by one.

With the approval of this ordinance, the total number of Class D licenses authorized in Wheeling would increase from four to five, and the total number of liquor-licensed establishments of all types in the Village would increase from 50 to 51 (see attached).

If you have questions or concerns regarding this ordinance, please let me know.

To Regular Agenda

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4.32 OF THE VILLAGE OF WHEELING'S MUNICIPAL CODE, "ALCOHOLIC LIQUOR DEALERS," SPECIFICALLY SECTION 4.32.085, TO INCREASE THE AUTHORIZED NUMBER OF CLASS D LICENSES

WHEREAS, the Village and its officials are authorized pursuant to the provisions of Section 4-4 of the Illinois Liquor Control Act of 1934, (235 ILCS 5/4-1, *et seq.*), to provide for the control, management, and licensing of the sale of alcoholic beverages within the corporate boundaries; and

WHEREAS, the Village has determined it is necessary and desirable to increase the number of Class D licenses from four (4) to five (5); and

WHEREAS, the President and Board of Trustees find it is in the best interests of the community of the Village of Wheeling to approve the Ordinance as herein amended;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois:

Section A

Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Section 4.32.085, "Authorization of Licenses" is hereby amended, and as amended, shall read and provide as follows:

4.32.085 Authorization of licenses.

(a) The following licenses are authorized to be issued:

TABLE INSET:

Class A	15
Class A-V	2
Class A-1	1
Class A-1-V	0
Class B	4
Class B-V	2
Class B-1	1
Class B-1-V	2
Class C	1
Class C-V	2

Class D	**~~4~~ 5**
Class D-1	0
Class D-2	6
Class D-3	1
Class D-4	8
Class E	1
Class E-V	1
Class F	0
Class G	0
Class H	1 (Provided that additional licenses for the same Class H premises may be issued without limitation.)
Class I	Unlimited
Class J	1
Class K	Unlimited
Class L	Unlimited
Class M	1
Class M-1	0
Class N	0
Class N-V	3 Maximum
Class O	1

Any licensee holding a valid Class B or Class C license shall have the privilege of upgrading such license to either a Class A or a Class B status.

If the licensee in the premises meets approval of any such upgrading of a license, the license shall be designated as an A-B or B-C license, as the case may be, and shall entitle the licensee to all of the privileges of the higher-class license at the premises subject thereto. Such upgrading shall require the payment of any higher fee required for the issuance of the higher class license for each year in which the upgraded licenses shall be classified in the original class under which it was initially issued.

(b) Upon any license becoming forfeited, void or revoked for any reason, the number of available licenses in that classification shall automatically and immediately be reduced by one.

Section B

Those sections, paragraphs and provisions of Chapter 4.32, “ALCOHOLIC LIQUOR DEALERS,” of the Wheeling Municipal Code which are not expressly amended or repealed by this Ordinance are hereby re-enacted; and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Wheeling Municipal Code other than expressly amended or repealed in Section A of this Ordinance.

Section C

The invalidity of any section or provision of this Ordinance hereby passed and approved shall not invalidate the other sections or provisions thereof.

To Regular Agenda

Section D

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee _____ moved, seconded by Trustee _____,

that Ordinance No. _____ be passed.

PASSED this _____day of _____, 2017.

President Argiris _____ Trustee Brady _____

Trustee Krueger _____ Trustee Lang _____

Trustee Papantos _____ Trustee Vito _____

Trustee Vogel _____

APPROVED this _____day of _____ , 2017.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

APPROVED AS TO FORM:

_____
Village Attorney

Published in pamphlet form on this _____ day of _____, 2017 by order of the Corporate Authorities of the Village of Wheeling.

To Regular Agenda

Current Wheeling Liquor Licenses January 16, 2017

A-1 Liquors	D	50 N. Wolf Road
Andy's Dam Inn	B-V	1000 S. Milwaukee Avenue
Arturo's Mexican Grill	A	34 N. Elmhurst Road
B&L Liquors & PS Pub	C-V	767 W. Dundee Road
• B&L Liquors & PS Pub	D-4	767 W. Dundee Road
Benihana	A	150 N. Milwaukee Avenue
Bob Chinn's Crab House	A	393 S. Milwaukee Avenue
• Bob Chinn's Crab House	D-4	393 S. Milwaukee Avenue
Buca Di Beppo	A	604 N. Milwaukee Avenue
Carnicerias Jimenez	D-3	550 W. Dundee Road
Chipotle Mexican Grill	B	1572 W. Lake Cook
Cooper's Hawk	A	583 N. Milwaukee Avenue
• Cooper's Hawk	D-4	583 N. Milwaukee Avenue
D'Agostino's Pizzeria	A-V	241 S. Milwaukee Avenue
• D'Agostino's Pizzeria	D-4	241 S. Milwaukee Avenue
El Alamo Mexican Grill	B	56 & 58 N. Wolf Road
El Burrito Bronco	B-1	733 W. Dundee Road
Golden Chef	A	600 S. Milwaukee Avenue
Jazz Café, Inc.	A	250–252 McHenry Rd.
Jeffrey Lanes	C-V	125 N. Wolf Road
• Jeffrey Lanes	D-4	125 N. Wolf Road
Joe's Pizzeria	B-1-V	57 N. Wolf Road
Kilcoyne's Redwood Inn	B-V	342 N. Milwaukee Avenue
Kolssak Funeral Home	J	189 S Milwaukee Avenue
Krystyna's Market	D-2	835 W. Dundee Road
Las Islas Marias	B	784 W. Dundee Road
Liquor Barn	D	267–283 E. Dundee Rd.
Liquor Island	D	1750 W. Hintz Road
Market Square	A-V	600 W. Dundee Road
Mom & Dad Pantry	D-2	11 W. Dundee Road
Old Munich Inn	C	582 N. Milwaukee Avenue
Louie's Boston Fish Market*	A	412 N. Milwaukee Avenue
Phillip Carpenter Post 66 Amvets	E-V	700 N. McHenry Road
The Ram Restaurant & Brewery	A	700 N. Milwaukee Avenue
• The Ram Restaurant & Brewery	D-4	700 N. Milwaukee Avenue
Sam's Club Store #8198	D-2	1055 McHenry Road
Saranello's	A	601 N. Milwaukee Avenue Ste B
• Saranello's	D-4	601 N. Milwaukee Avenue Ste B
Saranello's Banquets	M	601 N. Milwaukee Avenue Ste C
Siri Restaurant	A	401 E. Dundee Road
Spears Bourbon, Burgers & Beer	A	723 N. Milwaukee Avenue
St. Joseph the Worker	E	181 W. Dundee Road
Stella's Place –Lynn Plaza	N-V	534A W. Dundee Road
Stella's Place –Fresh Farms	N-V	255 E. Dundee Road
Stella's Place –Lexington Commons	N-V	1081 Lake Cook Road
Sushi Gallery	B	73 S. Milwaukee Avenue

To Regular Agenda

TGI Friday's	A	1500 Lake Cook Road
Tuscany	A	550 S. Milwaukee Avenue
• Tuscany	D-4	550 S. Milwaukee Avenue
Twin Peaks	A	781 N. Milwaukee Avenue
Walgreens Store #04941	D-2	10 N. Milwaukee Avenue
Walgreens Store #05609	D-2	1199 W. Dundee Road
Walmart Store #1735	D-2	1455 Lake Cook Road
Wa-Pa-Ghetti's	B-1-V	208 McHenry Road
The Westin Chicago North Shore Hotel	H	601 N. Milwaukee Avenue
Wheeling Liquors	D	890 S. Milwaukee Avenue
The Wheeling Park District	O	333 W. Dundee Road
XO Restaurant	A-1	1057 Lake Cook Road

* Not yet open; issuance of liquor license pending special use approval.

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 11.C
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: January 16, 2017

TITLE OF ITEM SUBMITTED: Resolution Approving a Fourth and Final One-Year Renewal Contract with Milieu Design, LLC for Grounds Maintenance Services during FY 2017

SUBMITTED BY: Mark Janeck, Director of Public Works

BASIC DESCRIPTION OF ITEM[1]: Resolution to approve a fourth, and final, one-year contract with Milieu Design, LLC for grounds maintenance services that include mowing, trimming, and edging of lawn/turf areas, as well as chemical and fertilizer applications, in an amount not to exceed $133,450.

BUDGET[2]: Included in the FY 2017 budget

BIDDING[3]: Bids were requested and received in March 2013; Milieu Design, LLC was the lowest-cost responsive and responsible bidder. Milieu is maintaining their 2016 prices for 2017.

EXHIBIT(S) ATTACHED: Memorandum, Milieu Renewal Request, Resolution, Contract

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: Village Manager

---

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

To Regular Agenda

VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Mark Janeck, Director of Public Works

DATE: January 12, 2017

SUBJECT: Grounds Maintenance Contractual Services

EXECUTIVE SUMMARY

Public Works is recommending approval of a fourth, and final, one-year renewal contract with Milieu Design, LLC ("Milieu") for contractual grounds maintenance services in an amount not to exceed $133,450.

The Village of Wheeling contracts with a private company to perform grounds maintenance at Village-owned facilities and other additional sites and properties maintained by the Village, including certain public areas, right-of-ways, and private property for grass/vegetation code violations. Grounds maintenance services include mowing, trimming, edging, and other general maintenance of lawn/turf areas, as well as chemical and fertilizer applications on the same turf areas from approximately April 1 through November 30.

In 2013, Public Works solicited bids for grounds maintenance services as described above. Seven submittals that met the bid requirements were received, with Wheeling-based Milieu Design determined to be the lowest-cost responsive and responsible bidder. In accordance with the "RENEWAL" section in the approved bid, the Village has the option to renew the contract for four additional terms. Milieu has requested renewal of their contract and will be maintaining the FY 2016 prices for 2017. This will be the fourth and final year that the Village is exercising the renewal option for this bid with Milieu.

Milieu has over 25 years of experience maintaining landscapes in residential and commercial settings. They have provided good quality and professional services to the Village of Wheeling. Public Works does not have sufficient staff or the specialized equipment that is required to perform grounds maintenance; however, daily review of the sites maintained by Milieu is done by Public Works personnel. Therefore, to ensure the aesthetic and professional image of the Village, Public Works is recommending a fourth renewal of the grounds maintenance contract with Milieu in an amount not to exceed $133,450. Funding is allocated in the FY 2017 Street/Forestry, Utility, and Senior Center budgets.

With your concurrence, please include this item on the Monday, January 16, 2017 Board meeting agenda.

To Regular Agenda

RESOLUTION NO. 17 - _____

RESOLUTION APPROVING A FOURTH AND FINAL ONE-YEAR RENEWAL CONTRACT WITH MILIEU DESIGN, LLC FOR GROUNDS MAINTENANCE SERVICES DURING FY 2017

WHEREAS, the Village of Wheeling annually contracts with a private company to perform grounds maintenance services; and

WHEREAS, grounds maintenance is necessary to ensure the aesthetic and professional image of various Village-owned sites and maintained properties, public areas, rights of way, and grass code violation sites; and

WHEREAS, Public Works does not have sufficient staff or specialized equipment to perform grounds maintenance; and

WHEREAS, bids were solicited in 2013 for grounds maintenance and Milieu Design, LLC ("Milieu") was the lowest responsible bidder; and

WHEREAS, in accordance with the "RENEWAL" section in the bid document, the Owner ("Village") reserves the right to exercise the option to renew four (4) additional one-year terms following the initial contract; and

WHEREAS, FY 2017 will be the fourth and final one-year renewal option to contract with Milieu for grounds maintenance; and

WHEREAS, Milieu has advised the Village in writing that they will not increase their prices from contract prices used in 2016; and

WHEREAS, Milieu has provided good quality work and professional services over the past four (4) years of this contract, and Public Works believes that approval of this contract renewal is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is authorized to execute a fourth and final one-year renewal contract with Milieu Design, LLC in an amount not to exceed $133,450 for the FY 2017 Grounds Maintenance Services.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 17 - _____ be adopted.

To Regular Agenda

President Argiris _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Lang _____ Trustee Vogel _____

ADOPTED this _____ day of _____, 2017, by the President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

To Regular Agenda

VILLAGE OF WHEELING

GROUNDS MAINTENANCE SERVICES

CONTRACT DOCUMENT

This agreement is made this _____ day of _____, 2017 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and MILIEU DESIGN, LLC hereinafter referred to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

BID PROPOSAL, pages 25-43

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:

a. Specification and Contract Document for GROUNDS MAINTENANCE SERVICES, consisting of the following:

i) Cover Sheet

ii) Table of Contents

iii) Invitation to Bid on Contract Document Legal Notice:
Announced in the Daily Herald on March 18, 2013

iv) General Terms, Conditions and Instructions

v) Specific Terms, Conditions and Instructions and Blue Prints

vi) Bid Proposal Form

vii) Plans and Specifications

viii) All issued Addenda

ix) Certificate of Eligibility to Enter into Public Contracts

x) Required Performance and Payment Bonds

xi) Required Insurance Certificates

xii) All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Engineer.

b. The Contractor's Bid Proposal Dated March 27, 2013.

c. Required Performance and Payment Bonds and Certificate of Insurance.

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of $ pay per itemized service performed paid in accordance with the provisions of the Local Government Prompt Payment Act.

3. The Contractor shall commence work under this Contract upon written *Notice to Proceed* from the Village and shall complete work on this project by November 30, 2017, or as the Village deems necessary. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.

4. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.

5. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.

6. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.

7. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.

To Regular Agenda

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by Dean S. Argiris, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 2017.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this _____ day of _____, 2017.

Individual or Partnership _____ Corporation _____

_____ _____
By Position/Title

_____ _____
By Position/Title

_____
Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 2017

_____
Jon A. Sfondilis
Village Manager

Attest: _____
Elaine E. Simpson
Village Clerk

To Regular Agenda

Milieu Design
Landscape Architecture,
Construction, Maintenance &
Snow Removal
48 E. Hintz Road
Wheeling, Illinois 60090
phone:847-465-1160
fax: 857-465-1159
email: info@milieu-design.com
website: www.milieudesignllc.com

December 4, 2016

Ms. Lori Hazelwood
Village of Wheeling Public Works
77 West Hintz Rd
Wheeling, IL 60090

Subject: Contractual Grounds Maintenance Services 2017 – Proposed Renewal

Dear Ms. Hazelwood,

Thank you for the opportunity to service the Village of Wheeling's Contractual Grounds Maintenance Services in 2013, 2014, 2015, & 2016.

Please accept this letter as notification that Milieu would welcome renewing the contract for 2017. It is our understanding of the contract that the Village of Wheeling has the option to renew for 2017.

Moreover, there is language in the contract allowing for a proposed increase in 2017 based on the Consumer Price Index. Based on the efficiencies gained through repetition of services the past three years, Milieu is willing to forego any and all price increases for 2017. Otherwise stated, our proposed pricing for 2017 included no increase from 2017.

Our objectives in 2017 for the Village of Wheeling Contractual Grounds Maintenance Services are the following:

1. Provide service at a level superior to 2017.
2. Provide a cost effect price that works within the Village's budget.

Kindly let me know the next steps in the renewal process for 2017.

Best regards,

Brian Frank

Brian Frank
General Manager

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 11.D
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING:	January 16, 2017
TITLE OF ITEM SUBMITTED:	Resolution Approving a One-Year Renewal Contract with Milieu Design, LLC for Flower Installation, Landscape/Horticulture Maintenance, and Roadway Weed Control during FY 2017
SUBMITTED BY:	Mark Janeck, Director of Public Works
BASIC DESCRIPTION OF ITEM[1]:	Resolution to approve a one-year renewal contract with Milieu Design, LLC to perform landscaping services (mulching, weeding, trimming, flower planting) at municipal properties, and roadway weed control at various locations, in an amount not to exceed $126,163.82.
BUDGET[2]**:**	Included in the 2017 budget
BIDDING[3]**:**	Bids were advertised on February 2, 2016. Three (3) bids were received and opened on February 12, 2016. Milieu Design, LLC was the lowest-cost responsive and responsible bidder. Milieu is maintaining their 2016 prices for 2017.
EXHIBIT(S) ATTACHED:	Memorandum, Milieu Renewal Request, Resolution, Contract
RECOMMENDATION:	Approval
SUBMITTED FOR BOARD CONSIDERATION:	Village Manager

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[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

To Regular Agenda

VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Mark Janeck, Director of Public Works

DATE: January 12, 2017

SUBJECT: Flower Installation, Landscape/Horticulture Maintenance, and Roadway Weed Control Contractual Services

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EXECUTIVE SUMMARY

Public Works is recommending approval of a one-year renewal contract with Milieu Design, LLC ("Milieu") for landscaping services as deemed necessary at certain Village-owned properties in an amount not to exceed $126,163.82.

Prior to April of 2016, Public Works was responsible for landscape maintenance at all Village-owned properties, pocket parks, and certain road right-of-ways. As these properties have grown in number and size, the appearance of these properties has become more important, and the responsibilities of Public Works personnel have increased. In 2016, the Village began contracting with a private company to perform weeding, mulching, trimming, annual flower planting, and vegetative control (chemical and manual) along specific roadways. This action has allowed Public Works personnel to accomplish more pertinent core service tasks that were previously contracted out, and to complete work that had been delayed due to landscaping duties and responsibilities.

Public Works solicited bids in 2016 for the above-described maintenance services at municipal properties and weed control on specific arterial streets. The bid work description included all work performed by Public Works, as well as additional maintenance tasks not previously undertaken. Three submittals were received, with Milieu as the lowest-cost responsive and responsible bidder. In accordance with the "RENEWAL" section in the bid, the Village may renew the contract for four additional one-year terms after the initial contract. Milieu has requested renewal, and will be maintaining their 2016 prices during FY 2017. This will be the first renewal year that the Village is exercising with Milieu under this contract.

Milieu is a local company, specializing in landscape services since 1987, and has also performed contractual turf grass maintenance for the Village since 2013. Milieu has provided good quality, professional services as part of the existing turf and landscape maintenance contracts. In order to consistently ensure a high-quality aesthetic and professional image of the Village, and to enable Public Works to accomplish other more pertinent core service tasks, staff is recommending a one-year renewal of the landscape maintenance service contract with Milieu in an amount not to exceed $126,163.82. Funding is allocated in the FY 2017 budget.

With your concurrence, please include this item on the Monday, January 16, 2017, Board meeting agenda.

To Regular Agenda

RESOLUTION NO. 17 - _____

RESOLUTION APPROVING A ONE-YEAR RENEWAL CONTRACT WITH MILIEU DESIGN, LLC FOR FLOWER INSTALLATION, LANDSCAPE/HORTICULTURE MAINTENANCE, AND ROADWAY WEED CONTROL DURING FY 2017

WHEREAS, Village properties have grown in number and size, and staff responsibilities have increased over the years; and

WHEREAS, contracting certain landscaping services such as flower installation, landscape/horticulture maintenance, and roadway weed control allows Public Works staff to accomplish other, more pertinent core service work or tasks not completed due to other responsibilities; and

WHEREAS, bids were solicited in 2016 for flower installation, landscape/horticulture maintenance, and roadway weed control with Milieu Design, LLC ("Milieu"), the company determined to be the lowest-cost qualified bidder; and

WHEREAS, in accordance with the "RENEWAL" section in the bid document, the Village reserves the right to exercise the option to renew four additional one-year terms following the initial contract; and

WHEREAS, FY 2017 will be the first one-year renewal option with Milieu for flower installation, landscape/horticulture maintenance, and roadway weed control; and

WHEREAS, Milieu has advised the Village in writing that they will not increase the contract prices used in 2016; and

WHEREAS, Milieu has also successfully performed turf mowing and maintenance services for the Village since 2013; and

WHEREAS, Milieu has provided good quality work and professional services, and Public Works believes that approval of this contract renewal is in the best interest of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village President is authorized to execute a one-year renewal contact with Milieu Design, LLC from Wheeling, Illinois, in an amount not to exceed $126,163.82 for FY 2017 Flower Installation, Landscape/Horticulture Maintenance and Roadway Weed Control.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 17 - _____ be adopted.

To Regular Agenda

President Argiris _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Lang _____ Trustee Vogel _____

ADOPTED this _____ day of _____, 2017, by the President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

To Regular Agenda

VILLAGE OF WHEELING
FLOWER INSTALLATION, LANDSCAPE/HORTICULTURE MAINTENANCE AND ROADWAY WEED CONTROL

CONTRACT DOCUMENT

This agreement is made this _____ day of _____, 2017 between and shall be binding upon the Village of Wheeling, an Illinois municipal Corporation hereinafter referred to as (the "Village") and Milieu Design hereinafter to as (the "Contractor") and its successors.

Witnessed, that in consideration of the mutual promises of the parties delineated in the contract documents, the Contractor agrees to perform the services and the Village agrees to pay for the following services as set forth in the contract documents:

Flower installation, landscape/horticulture maintenance and roadway weed control.

1. This contract shall embrace and include all of the applicable contract documents listed below as if attached hereto or repeated herein:
    a. Specification and Contract Document for FLOWER INSTALLATION, LANDSCAPE/HORTICULTUREMAINTENANCE AND ROADWAY WEED CONTROL consisting of the following:
        i. Cover Sheet
        ii. Table of Contents
        iii. Invitation to Bid on Contract Document Legal Notice: February 2, 2016
        iv. Standard General Conditions of the Construction Contract, EJCDC C-700 2007 Edition (as modified)
        v. Specific Terms, Conditions and Instructions and Blue Prints
        vi. Bid Proposal Form
        vii. Plans and Specifications
        viii. All issued Addenda
        ix. Certificate of Eligibility to Enter into Public Contracts
        x. Required Performance and Payment Bonds
        xi. Required Insurance Certificates
        xii. All other Modifications issued after the execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the work issued by the Engineer.
    b. The Contractor's Bid Proposal Dated 2/9/2016
    c. Required Performance and Payment Bonds and Certificate of Insurance

2. The Village agrees to pay, and the Contractor agrees to accept as full payment for the items, and installation of the same, which are the subject matter of this contract the total sum of $ based on pricing per services as paid in accordance with the provisions of the Local Government Prompt Payment Act.
3. The Contractor represents and warrants that it will comply will all applicable Federal, State and local laws concerning prevailing wage rates and all Federal, State and local laws concerning equal employment opportunities.
4. The Contractor shall commence work under this Contract upon written Notice to Proceed from the Village and shall complete work on this project by December 31, 2017 from the date of the Notice to Proceed. Time is of the essence of this Contract and Contractor agrees to achieve completion within the contract time by all proper and appropriate means including working overtime without additional compensation.
5. Bonds required to guarantee performance and payment for labor and material for this work shall be in a form acceptable to the Village and shall provide that they shall not terminate on completion of the work, but shall be reduced to ten percent (10%) of the contract sum upon the date of final payment by the Village for a period of one (1) year to cover a warranty and maintenance period which Contractor agrees shall apply to all material and workmanship for one (1) year from the date of issuance of the final payment by the Village.
6. Pursuant to the provisions of Section 5 of the Mechanics' Lien Act of Illinois, prior to making any payment on this contract the Village demands that the Contractor furnish a written statement of the names of all parties furnishing labor and/or materials under this Contract and the amounts due or to become due on each. This statement must be made under oath or be verified by affidavit. Final payment shall not be issued by the Village nor shall any retained percentage become due until releases and waivers of lien have been supplied as the Village designates.
7. In executing this Contract, Contractor agrees that it has examined the site of the work and the conditions existing therein, has examined the Contract Documents and taken and compared field measurements and conditions with those Documents.
8. This Contract represents the entire Agreement between the parties and may not be modified without the written approval of both parties.
9. Where the terms of this Contract conflict with the provisions of the Contract Documents, the Contract Documents shall be binding.

IN WITNESS WHEREOF, the Village of Wheeling, Illinois by, Village President, and the Contractor have hereunto set their hands this _____ day of _____, 2017.

If an individual or partnership, all individual names of each partner shall be signed or if a corporation, an officer duly authorized shall sign here:

Accepted this _____ day of _____, 2017.

Individual or Partnership _____ Corporation _____

To Regular Agenda

_____ _____
By Position/Title

_____ _____
By Position/Title

_____
Print Company Name

THE VILLAGE OF WHEELING, ILLINOIS

Accepted this _____ day of _____, 2017.

_____
Jon A. Sfondilis
Village Manager

Attest: _____
Elaine E. Simpson
Village Clerk

Milieu Design
Landscape Architecture,
Construction, Maintenance &
Snow Removal
48 E. Hintz Road
Wheeling, Illinois 60090
phone:847-465-1160
fax: 857-465-1159
email: info@milieu-design.com
website: www.milieudesignllc.com

December 4, 2016

Ms. Lori Hazelwood
Village of Wheeling Public Works
77 West Hintz Rd
Wheeling, IL 60090

Subject: Flower Installation, Landscape/Horticulture Maintenance and Roadway Weed Control 2017 – Proposed Renewal

Dear Ms. Hazelwood,

Thank you for the opportunity to service the Village of Wheeling's Flower Installation, Landscape/Horticulture Maintenance and Roadway Weed Control in 2016.

Please accept this letter as notification that Milieu would welcome renewing the contract for 2017. It is our understanding of the contract that the Village of Wheeling has the option to renew for 2017.

Moreover, there is language in the contract allowing for a proposed increase in 2017 based on the Consumer Price Index. Based on the efficiencies gained through repetition of services the past three years, Milieu is willing to forego any and all price increases for 2017. Otherwise stated, our proposed pricing for 2017 included no increase from 2017.

Our objectives in 2017 for the Village of Wheeling are the following:

1. Provide service at a level superior to 2017.
2. Provide a cost effect price that works within the Village's budget.

Kindly let me know the next steps in the renewal process for 2017.

Best regards,

Brian Frank

Brian Frank
General Manager

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 11.E
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING:	January 16, 2017
TITLE OF ITEM SUBMITTED:	Resolution Approving the Continued Participation in the Suburban Tree Consortium for the Purchase and Installation of Parkway Trees for FY 2017
SUBMITTED BY:	Mark Janeck, Director of Public Works
BASIC DESCRIPTION OF ITEM[1]:	Resolution to continue the Village's participation in the Suburban Tree Consortium ("Consortium") and approve the purchase and installation of parkway trees through the Consortium and associated Illinois nurseries for the Village's Parkway Tree Planting Program in an amount not to exceed $35,000.
BUDGET[2]:	Included in 2017 CIP budget
BIDDING[3]:	N/A
EXHIBIT(S) ATTACHED:	Memorandum, Resolution
RECOMMENDATION:	Approval
SUBMITTED FOR BOARD CONSIDERATION:	Village Manager

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

To Regular Agenda

VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Mark Janeck, Director of Public Works

DATE: January 12, 2017

SUBJECT: Suburban Tree Consortium Participation for Tree Purchase/Installation

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EXECUTIVE SUMMARY

Public Works is requesting approval during FY 2017 to continue participation in the Suburban Tree Consortium ("Consortium"), an entity that provides tree purchase and installation services to member municipalities.

The Consortium was created in 1985 by a group of municipalities that were interested in improving the quality and selection of parkway trees at a lesser cost to members. The Village of Wheeling has been a member of the Consortium through an association with the West Central Municipal Conference since 1990, and currently there are 37 municipal Consortium members. The Consortium allows municipalities to enter into an agreement whereby certain nurseries grow trees in accordance with the Consortium's requested species, specifications, and quantities. These trees are then sold to and installed for member municipalities for spring and fall plantings.

The Village's annual Parkway Tree Planting Program is funded through the Capital Improvement Plan (CIP), which replaces dead/diseased and previously removed parkway trees. For FY 2017, $35,000 is budgeted in CIP for such work, funding that supports nearly 100 new trees in various locations throughout the Village. This program has been funded at varying amounts for the past 20 years. The annual cost of Consortium membership is $600.

The Consortium requires each member community to annually approve a resolution indicating its commitment to continue participation. The Consortium has consistently provided lower costs for trees and installation, a more dependable supply, and better-quality trees than competing sources. Public Works is requesting approval of the attached resolution which expresses the Village's intent to continue participation in the Consortium for the purchase and installation of parkway trees for parkway and EAB tree replacements.

With your concurrence, please include this on the Monday, January 16, 2017 Board meeting agenda.

To Regular Agenda

RESOLUTION NO. 17 -_____

RESOLUTION APPROVING THE CONTINUED PARTICIPATION IN THE SUBURBAN TREE CONSORTIUM FOR THE PURCHASE AND INSTALLATION OF PARKWAY TREES FOR FY 2017

WHEREAS, the Village of Wheeling has been a member of the cooperative known as the Suburban Tree Consortium ("Consortium") since 1990; and

WHEREAS, the Consortium was created to jointly purchase parkway trees on behalf of member municipalities in an effort to realize cost savings and assure a dependable supply and variety of suitable parkway trees; and

WHEREAS, Chapter 65 of ILCS 5/11-73. 1-1 entitled "Municipal and Joint Municipal Tree Planting Programs," authorizes municipalities to jointly enter into long term contracts for the purchase and delivery of trees; and

WHEREAS, due to the nature of the nursery industry and the plant materials desired by the Village, assuring a reasonable number and variety of parkway trees at the best price is best accomplished by purchasing trees through the Consortium and associated Illinois nurseries; and

WHEREAS, Consortium member municipalities provide the nurseries/suppliers a projection of their parkway tree requirements; and

WHEREAS, for FY 2017, $35,000 is allocated in the CIP account for the purchase of parkway trees.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the Village of Wheeling does hereby commit to remain a member of the Suburban Tree Consortium and procure parkway trees through the Consortium and associated Illinois nurseries in a not-to-exceed total amount of $35,000.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. 17 -_____ be adopted.

To Regular Agenda

President Argiris _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Lang _____ Trustee Vogel _____

ADOPTED this _____ day of _____, 2017, by the President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 13.A
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING:	January 16, 2017
TITLE OF ITEM SUBMITTED:	Ordinance Amending Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Specifically Sections 4.32.010 and 4.32.080, to Allow Tastings of Alcoholic Liquors at Package Liquor Establishments
SUBMITTED BY:	Jon A. Sfondilis, Village Manager
BASIC DESCRIPTION OF ITEM[1]:	Amends the Municipal Code to allow on-premises tastings of alcoholic beverages at establishments with Class D, D-1, D-2, and D-3 liquor licenses subject to certain conditions, qualifications, and limitations.
BUDGET[2]:	N/A
BIDDING[3]:	N/A
EXHIBIT(S) ATTACHED:	Memorandum, Ordinance
RECOMMENDATION:	Approval
SUBMITTED FOR BOARD CONSIDERATION:	**VILLAGE MANAGER**

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

To Regular Agenda

VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

TO: **Jon A. Sfondilis, Village Manager**

FROM: **Martin Seay, Administrative Assistant**

DATE: **January 12, 2017**

RE: **Tastings at package liquor retailers**

EXECUTIVE SUMMARY

On Monday, January 16, the Board of Trustees will be asked to approve an ordinance amending the Village's liquor code to allow package liquor retailers to offer on-premises tastings of small samples of alcoholic beverages subject to certain conditions, qualifications, and limitations. In consultation with the Village's attorneys, staff has drafted these amendments per the direction provided by the Board of Trustees at the January 3 regular meeting.

Please find attached an ordinance amending Title 4, Chapter 4.32 of the municipal code ("Alcoholic Liquor Dealers") to allow package liquor retail establishments to offer on-premises tastings of alcoholic beverages for the purpose of informing and educating customers about products available for sale.

At present, the municipal code does not allow the on-premises consumption of alcohol at package liquor retailers. The attached ordinance creates an exception with respect to tastings, and establishes restrictions on both the quantity of alcohol that can be served (one quarter-ounce of distilled spirits, one ounce of wine, two ounces of beer) and the number of servings that can be provided to a particular individual per day (three). These restrictions are consistent with those imposed by comparable communities and with the standards of the Illinois Liquor Control Commission.

Per the direction of the Board of Trustees, the attached ordinance would allow tastings at establishments that primarily sell package liquor (i.e. Class D and D-1 license holders). It would also allow tastings at establishments like grocery stores and department stores that sell package liquor as an accessory (i.e. Class D-2 and D-3 license holders) provided the establishment has a gross area of at least 10,000 square feet.

Please note that no amendment to the code is necessary to authorize tastings at establishments that hold Class D-4 liquor licenses. These licenses are supplementary licenses held by restaurants and taverns that already hold primary liquor licenses that authorize on-premises alcohol consumption; therefore no additional authorization specific to tastings is needed.

If you have questions or concerns regarding the attached ordinance, please let me know.

To Regular Agenda

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4.32 OF THE VILLAGE OF WHEELING'S MUNICIPAL CODE, "ALCOHOLIC LIQUOR DEALERS," SPECIFICALLY SECTIONS 4.32.010 AND 4.32.080, TO ALLOW TASTINGS OF ALCOHOLIC LIQUORS AT PACKAGE LIQUOR ESTABLISHMENTS

WHEREAS, the Village and its officials are authorized pursuant to the provisions of Section 4-4 of the Illinois Liquor Control Act of 1934, (235 ILCS 5/4-1, *et seq.*), to provide for the control, management, and licensing of the sale of alcoholic beverages within the corporate boundaries of the Village of Wheeling; and

WHEREAS, the Village has determined it is necessary and desirable to allow tastings of alcoholic liquors at Class D, Class D-1, Class D-2, and Class D-3 licensed premises, contingent on the regulations contained within this Ordinance; and

WHEREAS, the President and Board of Trustees find it is in the best interests of the community of the Village of Wheeling to approve the Ordinance as herein amended;

NOW, THEREFORE, BE IT ORDAINED by the President and the Board of Trustees of the Village of Wheeling, Counties of Cook and Lake, State of Illinois:

SECTION A:

Chapter 4.32 of the Village of Wheeling's Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Section 4.32.010, "Definitions" is hereby amended to add a definition of "tasting," which shall read in its entirety as follows:

"Tasting" shall mean a supervised presentation of alcoholic products to the public at a package liquor retail establishment for the purpose of disseminating product information and education, with consumption of alcoholic products being an incidental part thereof.

SECTION B:

Chapter 4.32 of the Wheeling Municipal Code, "ALCOHOLIC LIQUOR DEALERS," Section 4.32.080, Classes of licenses, Subsections (d) through (d-3) are hereby amended to read as follows:

(d) CLASS "D" LICENSE. Class D licenses shall authorize the retail sale of alcoholic liquor by the package for consumption off the premises only, **except as provided below,** subject to the following:

Conditions and qualifications: A Class D licensed premises shall not use more than ten percent of its total floor area for the display of consumable goods other than tobacco,

soft drinks, and alcoholic beverages; **a Class D licensed premises may offer and dispense tastings of alcoholic liquor (as defined in this chapter) of up to three (3) samples consisting of no more than: 1) one-fourth (1/4) ounce of distilled spirits, 2) one (1) ounce of wine, or 3) two (2) ounces of beer to a consumer in one day;** and

Limitations: No gasoline shall be sold by a Class D licensed premises. Video Gaming as defined under the Illinois Video Gaming Act 230 ILCS 40/1 et seq. shall not be allowed in a Class D licensed premises.

(d-1) CLASS "D-1" LICENSE. Class D-1 licenses shall authorize the retail sale of beer and wine only by the package for consumption off the premises only subject to the same conditions and qualifications and limitations as a Class D license. Video Gaming as defined under the Illinois Video Gaming Act 230 ILCS 40/1 et seq. shall not be allowed in a Class D-1 licensed premises.

(d-2) CLASS "D-2" LICENSE. Class D-2 licenses shall authorize the retail sale of alcoholic liquor by the package for consumption off the premises only, **except as provided below,** subject to the following:

Conditions and qualifications: A Class D-2 licensed premises shall use no more than the lesser of five percent of its total floor area or one thousand five hundred square feet for the display of alcoholic beverages; the sale of gasoline shall not be a primary business of a Class D-2 licensed premises. **A Class D-2 licensed premises that occupies a gross area of greater than ten thousand square feet may offer and dispense tastings of alcoholic liquor (as defined in this chapter) of up to three (3) samples consisting of no more than: 1) one-fourth (1/4) ounce of distilled spirits, 2) one (1) ounce of wine, or 3) two (2) ounces of beer to a consumer in one day.** Video Gaming as defined under the Illinois Video Gaming Act 230 ILCS 40/1 et seq. shall not be allowed in a Class D-2 licensed premises.

(d-3) CLASS "D-3" LICENSE. Class D-3 licenses shall authorize the retail sale of beer and wine only by the package for consumption off the premises only, subject to the same conditions and qualifications and limitations as a Class D-2 license. Video Gaming as defined under the Illinois Video Gaming Act 230 ILCS 40/1 et seq. shall not be allowed in a Class D-3 licensed premises.

SECTION C:

Those sections, paragraphs and provisions of Chapter 4.32, “ALCOHOLIC LIQUOR DEALERS” of the Wheeling Municipal Code which are not expressly amended or repealed by this Ordinance are hereby re-enacted; and it is expressly declared to be the intention of this Ordinance not to repeal or amend any portion of the Wheeling Municipal Code other than those provisions expressly amended or repealed in Sections A and B of this Ordinance.

To Regular Agenda

SECTION D:

This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

Trustee _____ moved, seconded by Trustee _____, that Ordinance No. _____ be passed, this _____day of _____, 2017.

President Argiris	_____	Trustee Papantos	_____
Trustee Brady	_____	Trustee Vito	_____
Trustee Krueger	_____	Trustee Vogel	_____
Trustee Lang	_____		

APPROVED this _____ day of _____ , 2017.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

_____
Village Attorney

PUBLISHED in pamphlet form this _____ day of _____, 2017, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 13.B 1&2
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: Monday, January 16, 2017

TITLE OF ITEM SUBMITTED:

- An Ordinance Granting Special Use-Site Plan Approval of a Packaged Liquor Store, 1550 Lake Cook Road [Docket No. 2016-26A]
- An Ordinance Granting Special Use-Site Plan Approval of a Retail Establishment Greater than 20,000 Square Feet, 1550 Lake Cook Road [Docket No. 2016-26B]

SUBMITTED BY: Andrew C. Jennings
Director of Community Development

BASIC DESCRIPTION OF ITEM[1]: The petitioner, Binny's Beverage Depot, is seeking two special uses to establish a liquor store in the former Staples retail space in Schwind Crossing. The proposed special uses are Packaged Liquor Store and Retail Establishment with a Gross Floor Area Greater than 20,000 Square Feet.

BUDGET[2]: N/A

EXHIBIT(S) ATTACHED:
Ordinances
Staff Report
Draft Findings of Fact and Recommendation
Memo from Fire Department
Photos of existing conditions (staff)
Project Description
Floor plan
Elevation plans
Colored renderings
Cart corral exhibit
Approved Schwind Crossing landscape plan

RECOMMENDATION: To approve

SUBMITTED FOR BOARD CONSIDERATION: **VILLAGE MANAGER**

---

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

REQUEST FOR BOARD ACTION

TO: Jon Sfondilis
Village Manager

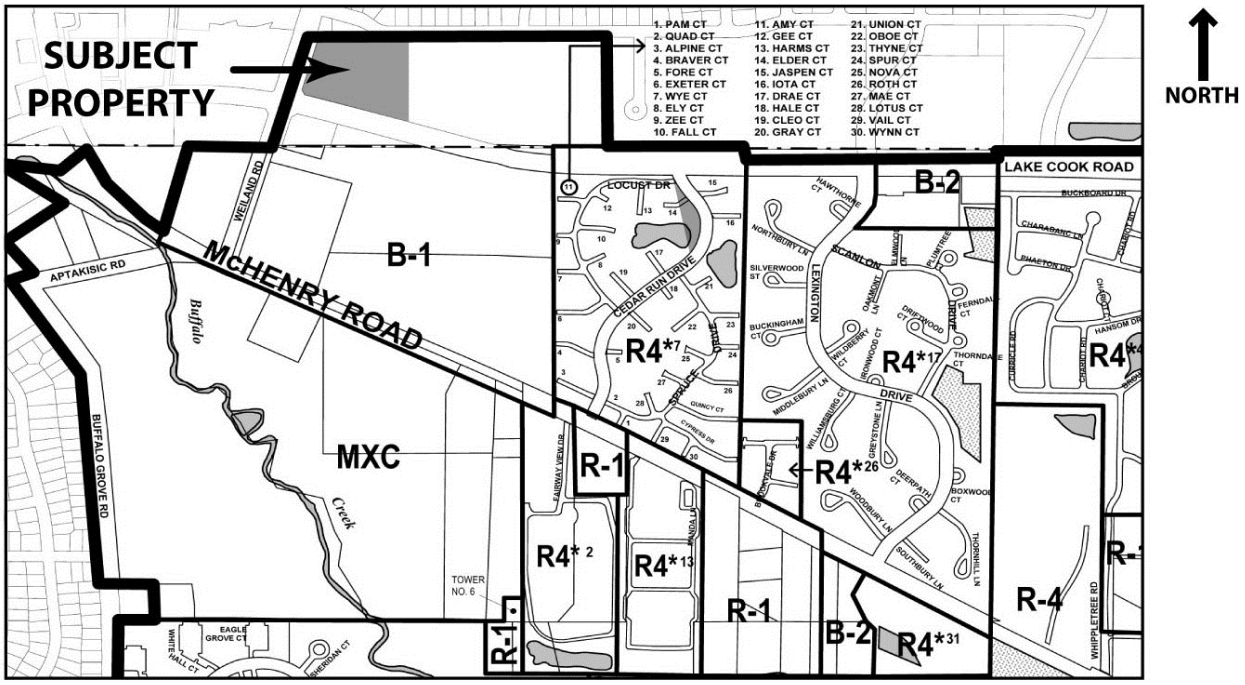
FROM: Andrew C. Jennings
Director of Community Development

DATE: January 12, 2017

Docket No. 2016-26A&B
Binny's Beverage Depot
1550 Lake Cook Road
(2016-26A) Special Use-Site Plan Approval for a Packaged Liquor Store
(2016-26B) Special Use-Site Plan Approval of a Retail Establishment with a Gross Floor Area Greater than 20,000 Square Feet

PROJECT OVERVIEW: The petitioner is seeking multiple zoning actions to establish a liquor store in former Staples retail space, which is located in Schwind Plaza. The petitioner requests special use approval for a packaged liquor store and special use approval for a retail establishment that is greater than 20,000 square feet in gross floor area. The new business was also approved for wall signs through Docket No. SCBA 16-29.

LOCATION MAP:



PLAN COMMISSION RECOMMENDATION

At the Plan Commission hearing on Thursday, December 15, 2016, the following motions were made:

Special Use-Site Plan Approval of a Packaged Liquor Store

Commissioner Dorband moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2016-26A to grant Special Use-Site Plan Approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, in order to establish a Packaged Liquor Store, in accordance with the following exhibits submitted November 3, 2016 (except as noted) for Binny's Beverage Depot, to be located at 1550 Lake Cook Road, Wheeling, Illinois:

- Project description (5 sheets),
- Floor plan,
- Elevation plans,
- Colored renderings (2 sheets), and
- Cart corral exhibit (12.15.2016).

And with the following condition of approval:

1. That the bollards may be painted to match the building and/or signage color scheme.

On the roll call, the vote was as follows:

AYES:	Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara
NAYS:	None
ABSENT:	None
PRESENT:	None
ABSTAIN:	None

There being seven affirmative votes, the motion was approved.

Special Use-Site Plan Approval of a Retail Establishment with a Gross Floor Area Greater than 20,000 Square Feet

Commissioner Powers moved, seconded by Commissioner Issakoo to recommend approval of Docket No. 2016-26B to grant Special Use-Site Plan Approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, in order to establish a Retail Establishment with a Gross Floor Area Greater than 20,000 Sq. Ft., in accordance with the following exhibits submitted November 3, 2016 (except as noted) for Binny's Beverage Depot, to be located at 1550 Lake Cook Road, Wheeling, Illinois:

- Project description (5 sheets),
- Floor plan,
- Elevation plans,
- Colored renderings (2 sheets), and
- Cart corral exhibit (12.15.2016).

And with the following condition of approval:

1. That the bollards may be painted to match the building and/or signage color scheme.

On the roll call, the vote was as follows:

AYES: Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara
NAYS: None
ABSENT: None
PRESENT: None
ABSTAIN: None

There being seven affirmative votes, the motion was approved.

GENERAL PROPERTY INFORMATION

Applicant Name:	Don Rickard, Milord Company
Property Owner:	Lake Cook Weiland LLC
Common Property Address:	1550 Lake Cook Road (Schwind Plaza)
Common Location:	Located at northeast corner of Lake Cook Road and Weiland Road
Neighboring Property Land Use(s):	North: Single-Family Residential (Buffalo Grove) West: Commercial (Buffalo Grove) South: Commercial East: Commercial
Comprehensive Plan Designation:	Commercial
Property Size:	5.39 acres for entire site; 20,425 sq. ft. for the subject unit
Existing Use of Property:	Vacant commercial
Proposed Use of Property:	Packaged liquor store use and retail establishment use greater than 20,000 sq. ft. in gross area
Existing Property Zoning:	B-1, Planned Shopping District

Previous Zoning Action on Property:

2005-30 A	Special use and site plan approval for bank with drive-through facilities. Approved November 28, 2005 (Ordinance 4026).
2005-30 B	Special use and site plan approval for a sit-down restaurant, TGI Friday's. Approved January 10, 2006 (Ordinance 4046).
2005-30 C	Variations to Title 19, Zoning, relating to parking setback, required parking and number of buildings on a lot. Approved November 28, 2005 (Ordinance 4024) and January 20, 2006 (Ordinance 4045).
2005-30 D	Variations to Title 21, Sign Code, to allow freestanding signs to be located closer to each other than the required 300'. Approved November 28, 2005 (Ordinance 4025).
2006-32A	Special use and site plan approval for a sit-down restaurant with outdoor seating. Approved November 13, 2006 (Ordinance 4140).
2006-32B	Variation from Title 19, Zoning, relating to number of required parking spaces. Approved November 13, 2006 (Ordinance 4139).

2007-4A	Variation from Title 19, Zoning, relating to number of required parking spaces. Approved February 26, 2007 (Ordinance 4177).
2007-4B	Special use and site plan approval for a carry-out restaurant. Approved February 26, 2007 (Ordinance 4178).
2016-13A	Variation from Title 19, Zoning, relating to number of required parking spaces. Approved August 1, 2016 (Ordinance 5022).
2016-13B	Special use and site plan approval for a restaurant. Approved August 1, 2016 (Ordinance 5023).

DESCRIPTION OF PROPOSAL

The petitioner, Binny's Beverage Depot, is proposing to establish a full service liquor store in the retail space recently vacated by Staples in Schwind Plaza. The proposed business requires two special uses:

1. Special use for a packaged liquor store; and
2. Special use for a retail establishment greater than 20,000 gross sq. ft. in area.

No changes are proposed to the site. Very minor building façade changes are proposed. The applicant is also seeking appearance approval of wall signs.

The store hours will be Monday through Saturday 9am to 9pm and Sunday 10am to 6pm (Sunday hours dependent on Village ordinance). Approximately 25 employees will work at this location and 9 to 10 employees will be onsite at any given time.

Binny's will hold occasional special events and tastings. Except during tastings, alcoholic beverages will not be served onsite.

SITE PLAN REVIEW

Site plan: No changes are proposed to the parking lot, drive aisles, landscaping or lighting. The previously approved landscape plan for Schwind Plaza has been provided by staff.

Floor plan: The floor plan indicates a large sales floor with a walk-in cooler, the stockroom, and employee areas at the rear of the space. At the front of the store are the three checkout lines, as well as specialty sales areas including a humidor, wine cellar, and rare & collectables. The total sales area is nearly 17,000 sq. ft.

Total Number of Parking Spaces: The former retail establishment, Staples, was allocated 82 parking stalls within Schwind Plaza. That requirement was based upon a slightly different parking calculation which required 4 stalls per 1,000 sq. ft. of retail space. Since then, parking for retail establishments over 20,000 sq. ft. in area are required to provide 3.75 stalls/1,000 for retail space, one stall/1,000 for storage space and one stall per employee (during peak shift). The parking requirement for the 16,992 sq. ft. of Binny's retail space is 63.72. The parking requirement for the 2,315 sq. ft. of Binny's storage space is 2.32. The parking requirement for Binny's employees is 10. In sum, the total parking requirement for Binny's is 76, which is 6 less than the former business of this vacant retail space.

Loading: Page 5 of the cover letter describes store deliveries in detail. Deliveries are generally between 8am and 5pm, Monday through Friday. Delivery trucks range from 16' and 24' straight trucks to 40' low-bay beer trucks. Deliveries will be made at the existing loading dock at the northeast corner of the building.

Refuse: Trash will be stored in existing dumpster enclosures at the northeast corner of the site. No changes are proposed.

APPEARANCE REVIEW

Elevations: Minor modifications are proposed to the building elevations to retrofit the existing Staples store for Binny's use. Areas of the corrugated red metal panels will be replaced by an Exterior Insulation and Finish System (EIFS). In the renderings, the EIFS appears cream in color. Also, the existing red metal awning will be painted black.

STANDARDS FOR SPECIAL USE

The following are standards for special use with the petitioner's responses. **(Staff comments are in bold.)**

1. State why the Special Use is necessary for the public convenience at the proposed location. (Explain how the proposed use will benefit residents, the neighborhood or the community-at-large.)

   "The special use will give residents convenient access to purchase products that are not currently available, to this extent, in the general area."

   The applicant is a regional liquor store with over 35 Chicagoland locations. The next closest Binny's store is in Arlington Heights.

2. State how the special use will not alter the essential character of the area in which it is to be located. (Explain how the proposed special use is appropriate for the neighborhood or shopping center and how the overall character will not be affected by the special use.)

   "The special use permit will not alter the essential character of the area since the property was planned, designed and has been operating as a retail use since 2007. There are no significant changes being made to the site or the exterior of the building, therefore the special use will have no visual impact on the character of the neighborhood. The use and operation of both the site and the interior of the building will function much like the prior permitted use, once again having no impact on the neighborhood."

   The subject property is zoned B-1 Planned Shopping District. The proposed uses, including packaged liquor store and retail with a gross floor area greater than 20,000 sq. ft., will not alter the character of the shopping center. The previous occupant, Staples, was also greater than 20,000 sq. ft. feet. Walmart and Sam's Club, large retailers adjacent to the site, also sell packaged liquor.

3. State how the location and size of the Special Use, the nature and intensity of the operation involved in or conducted in connection with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is to be located and the development of surrounding properties. (Explain how the proposed use will allow the surrounding area to develop appropriately. Is the use too large for the site? Will it be in a location on the lot that will cause conflicts with adjacent properties? Does the use create noise, odor, smoke, or light that will affect other properties?)

   "There are no changes being proposed to the location or size of the retail use, the nature or intensity of the retail use, no site changes or use changes to affect traffic flow, parking, deliveries etc. There are no changes, inside or outside of this building that will have any impact on the future orderly development of the property or the area. The adjacent properties are fully developed and there are no changes proposed to the location of the current retail sales spaces, therefore having no impact on future development. This use at this location will have no impact on surrounding properties."

   No expansion is proposed to the building or site. A new retail use will occupy the existing retail store. The existing parking and loading areas are adequate for the proposed packaged liquor store that is greater than 20,000 sq. ft. in size.

4. State how the location, nature and height of buildings, walls and fences, and the nature and extent of the landscaping on the site shall be such that the use will not hinder or discourage the appropriate development and use of adjacent land and buildings, or will not impair the value thereof. (Explain how the proposed use will not prevent development on adjacent properties. Will the proposed use have a negative impact on existing adjacent land uses?)

   "There are no significant changed being proposed to the exterior of the building and no significant changes to the way the space or site functions, therefore there are no negative impacts on the surrounding property owners or businesses."

   No changes to the site or building size are proposed. Package liquor stores and retail establishments greater than 20,000 sq. ft. are listed as Special Uses in the B-1 District.

5. State how the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances, and the development will not cause traffic congestion. (Is adequate parking provided? Is parking area visible from adjacent homes? Are the entrance and exit drives designed for safe access to the site? Will the special use generate so much traffic as to cause congestion? Will visitors to the special use access the site through residential streets?)

   "The parking is existing to remain with no changes being proposed. The nature of our special use will have no impact on parking. Binny's feels parking is adequate for the business and is comparable to the other 30 plus stores in the metropolitan area."

The proposed use will be located in the established Schwind Crossing shopping center. No changes are proposed to the parking areas. The existing parking is more than adequate for the customers and employees of Binny's. The existing loading area at the northeast of the site will accommodate the proposed truck traffic.

6. State how the property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulation in that zone. (Other than the special use listed in this application, the proposal must meet all other requirements of the Zoning Code. Note any other exceptions.)

   "The package liquor sales is permitted in the B-1 zone as a special use, subject to a site specific review required by the special use permit. Our proposed use meets all other requirements of the zoning and building codes."

   The uses will need to comply with all municipal codes, including regulations of the Liquor Control Commission.

CONDITIONS FROM PLAN COMMISSION RECOMMENDATION

The Plan Commission recommendations for Docket No. 2016-26A (Special Use for a Packaged Liquor Store) and Docket No. 2016-26B (Special Use for a Retail Establishment with a Gross Floor Area Greater than 20,000 Sq. Ft.) included one condition of approval. A second condition of approval was added by Staff to reference the code amendments that would allow tastings in package liquor stores, currently under review by the Board (see condition #2 in **bold text).** Both draft special use ordinances include the following conditions:

1. That the bollards may be painted to match the building and/or signage color scheme.
2. **That tastings, whether in a dedicated area as shown on the floor plan or elsewhere within the store, are subject to the review and approval of amendments of Section 4.32.010 and 4.32.080 of the Wheeling Municipal Code.**

MODIFICATIONS TO PLANS FOLLOWING PLAN COMMISSION RECOMMENDATION

There have been no changes since the Plan Commission hearing on December 15, 2016.

STAFF REVIEW

Fire Department Review: The Fire Department has submitted comments dated November 30, 2016. These comments can be addressed at permit.

Engineering Division Review: The Engineering Division has reviewed the plans and has no comments at this time.

Health Division Review: The Health Officer has reviewed the plans and indicates the plans meet the food code requirements.

Impact on Adjacent Uses: There is no significant impact anticipated on adjacent uses.

Staff Recommended Action to Plan Commission: After reviewing the proposal, Staff suggested the Plan Commission recommend approval of the requests for the special uses.

DIRECTOR OF COMMUNITY DEVELOPMENT RECOMMENDATION

I concur with the Plan Commission's recommendation to approve the requested special uses for a Binny's Beverage Depot, which is proposed for the former Staples retail space in Schwind Plaza. The special use ordinances will allow for a Packaged Liquor Store and for a Retail Establishment Greater than 20,000 gross square feet. Two ordinances are attached for the Board's consideration.

Andrew C. Jennings
Director of Community Development

Attachments:
Ordinances (precedes this report)
Draft Findings of Fact and Recommendation
Memo from Fire Department
Photos of existing conditions (staff)
Project description
Floor plan
Elevation plans
Colored renderings
Cart corral exhibit
Approved Schwind Crossing landscape plan

To Regular Agenda

Docket No. 2016-26A

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL USE-SITE PLAN APPROVAL OF A PACKAGED LIQUOR STORE AT 1550 LAKE COOK ROAD

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on December 15, 2016 to consider a request under Title 19, Zoning, of the Wheeling Municipal Code, Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish a Packaged Liquor Store at 1550 Lake Cook Road, Wheeling, Illinois, hereinafter legally described and zoned B-1 Planned Shopping Center District; and

WHEREAS, the plans associated with the business include an area dedicated to tastings, a feature which would require the approval of amendments to Section 4.32.010 and 4.32.080 of the Wheeling Municipal Code, currently under review by the Board of Trustees; and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with a motion to approve the petitioner's request, that passed by a vote of 7 ayes, 0 nay, and 0 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request, subject to conditions;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;
- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;

- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, in order to establish a Packaged Liquor Store in the B-1 Planned Shopping Center District, in accordance with the site plan and appearance approval granted in Section C of this Ordinance, to be located at 1550 Lake Cook Road, Wheeling, Illinois, hereinafter legally described:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 27 IN BLOCK 1 OF RIDGEWOOD, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 33 AND PART OF THE SOUTHWEST QUARTER OF SECTION 34, BOTH IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977 AS DOCUMENT 1824725 IN BOOK 60 OF PLATS, PAGE 1, AND CORRECTED BY CERTIFICATES OF CORRECTION, RECORDED NOVEMBER 16, 1977 AS DOCUMENT 1880467 AND NOVEMBER 30, 1977 AS DOCUMENT 1883517, AND APRIL 26, 1978 AS DOCUMENT 1913014, IN LAKE COUNTY, ILLINOIS, AND THAT PORTION OF LOT 2 IN SCHWIND SECOND SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS AND PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINICPAL MERIDIAN IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 1, 201 AS DOCUMENT NUMBER 4638778 IN LAKE COUNTY, ILLINOIS AND RECORDED JANUARY 31, 2001 AS DOCUMENT NUMBER 0010084367 IN COOK COUNTY, ILLINOIS, ALL LOCATED IN LAKE COUNTY.

PARCEL 2:

EASEMENTS IN FAVOR OF PARCEL 1 AS CREATED IN THE DECLARATION OF EASEMENTS AND FACILITIES AGREEMENT, DATED MAY 23, 2001, AND RECORDED MAY 31, 2001 AS DOCUMENT NUMBER 4701345 MADE BY AND BETWEEN LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 14, 1996 AND KNOWN AS TRUST NUMBER 121736-05 AND TARGET CORPORATION OVER AND UPON LOT 1 IN SCHWIND SECOND SUBDIVISON AFORESAID, AS FOLLOWS:

(A) TO CONNECT TO AND USE THE SANITARY SEWER FACILITIES, AS DEFINED THEREIN;
(B) TO CONNECT TO AN USE THE WATER FACILITIES, AS DEFINED THEREIN;
(C) TO USE THE “SHARED ACCESS DRIVE” FOR THE PURPOSE OF PROVIDING PEDESTRIAN AND VEHICULAR PASSAGE, AS DEFINED THEREIN;
(D) TO CONNECT AND USE THE STORM SEWER FACILITIES LEADING TO THE STORMWATER DETENTION AREA, AS DEFINED THEREIN; AND
(E) TO USE THE STORMWATER DETENTION AREAS, AS DEFINED THEREIN.

(The above described property is commonly known as 1500 to 1572 Lake Cook Road, Wheeling, Illinois and is described as the Schwind Plaza Shopping Center. The subject unit is 1550 Lake Cook Road. The property is currently zoned B-1 Planned Shopping Center District.)

Section C

Site Plan and Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be completed substantially in accordance with the following exhibits, herein attached and made part of, submitted November 3, 2016 (except as noted), for Binny's Beverage Depot, to be located at 1550 Lake Cook Road, Wheeling, Illinois:

- Project description (5 sheets),
- Floor plan,
- Elevation plans,
- Colored renderings (2 sheets), and
- Cart corral exhibit (12.15.2016).

Section D

The Special Use, Site Plan, and Building Appearance Approval granted in Sections B and C of this Ordinance are subject to the following condition of approval:

1. That the bollards may be painted to match the building and/or signage color scheme; and
2. That tastings, whether in a dedicated area as shown on the floor plan or elsewhere within the store, are subject to the review and approval of amendments of Section 4.32.010 and 4.32.080 of the Wheeling Municipal Code.

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____moved, seconded by Trustee_____,

that Ordinance No. _____be passed, this _____ day of _____, 2017.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

_____

Dean S. Argiris

Village President

ATTEST:

_____

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

_____

Village Attorney

PUBLISHED in pamphlet form this_____day of_____, 2017, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

To Regular Agenda

Docket No. 2016-26B

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL USE-SITE PLAN APPROVAL OF A RETAIL ESTABLISHMENT WITH A GROSS FLOOR AREA GREATER THAN 20,000 SQUARE FEET AT 1550 LAKE COOK ROAD

WHEREAS, the Plan Commission of the Village of Wheeling has held a public hearing, duly noticed, on December 15, 2016 to consider a request under Title 19, Zoning, of the Wheeling Municipal Code, Special Use-Site Plan Approval as required under Chapter 19-07 Industrial Districts, Chapter 19-10 Use Regulations, and Chapter 19-12 Site Plan Approval Requirements, and associated sections, to establish a Retail Establishment with a Gross Floor Area Greater Than 20,000 Square Feet at 1550 Lake Cook Road, Wheeling, Illinois, hereinafter legally described and zoned B-1 Planned Shopping Center District; and

WHEREAS, the plans associated with the business include an area dedicated to tastings, a feature which would require the approval of amendments to Section 4.32.010 and 4.32.080 of the Wheeling Municipal Code, currently under review by the Board of Trustees; and

WHEREAS, the Plan Commission of the Village of Wheeling has reported its Findings of Fact and Recommendation to the President and Board of Trustees, with a motion to approve the petitioner's request, that passed by a vote of 7 ayes, 0 nay, and 0 absent; and

WHEREAS, the President and Board of Trustees deem it to be in the best interest of the Village to grant the petitioner's request, subject to conditions;

NOW THEREFORE BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS:

Section A

This Board of Trustees, after considering the Findings of Fact and Recommendation of the Plan Commission and other matters properly before it, hereby finds:

- That the special use as requested will not alter the essential character of the area in which it is to be located;
- That the location and size of the special use, the nature and intensity of the operation involved in or conducted with it, the size of the site in relation to it, and the location of the site with respect to streets giving access to it, will be in harmony with and will not impede the normal, appropriate, and orderly development of the district in which it is located and the development of the surrounding properties;

- That the special use requested will not be injurious to the use and enjoyment of other property in the immediate vicinity for purposes already permitted nor diminish or impair property values of surrounding properties;
- That the parking areas will be of adequate size for the particular use, properly located, and suitably screened from adjoining residential uses, entrance and exit drives shall be laid out as to prevent traffic hazards and nuisances; and
- That the special use requested will conform to all applicable regulations and standards of the zoning district in which it is to be located.

Section B

A special use is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-10 Use Regulations, Section 19.10.030 Special Uses, in order to establish a Retail Establishment with a Gross Floor Area Greater than 20,000 Square Feet in the B-1 Planned Shopping Center District, in accordance with the site plan and appearance approval granted in Section C of this Ordinance, to be located at 1550 Lake Cook Road, Wheeling, Illinois, hereinafter legally described:

LEGAL DESCRIPTION:

PARCEL 1:

LOT 27 IN BLOCK 1 OF RIDGEWOOD, BEING A SUBDIVISION OF THE SOUTHEAST QUARTER OF SECTION 33 AND PART OF THE SOUTHWEST QUARTER OF SECTION 34, BOTH IN TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 15, 1977 AS DOCUMENT 1824725 IN BOOK 60 OF PLATS, PAGE 1, AND CORRECTED BY CERTIFICATES OF CORRECTION, RECORDED NOVEMBER 16, 1977 AS DOCUMENT 1880467 AND NOVEMBER 30, 1977 AS DOCUMENT 1883517, AND APRIL 26, 1978 AS DOCUMENT 1913014, IN LAKE COUNTY, ILLINOIS, AND THAT PORTION OF LOT 2 IN SCHWIND SECOND SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTH HALF OF SECTION 33, TOWNSHIP 43 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN IN LAKE COUNTY, ILLINOIS AND PART OF THE NORTH HALF OF SECTION 4, TOWNSHIP 42 NORTH, RANGE 11 EAST OF THE THIRD PRINICPAL MERIDIAN IN COOK COUNTY, ILLINOIS, RECORDED FEBRUARY 1, 201 AS DOCUMENT NUMBER 4638778 IN LAKE COUNTY, ILLINOIS AND RECORDED JANUARY 31, 2001 AS DOCUMENT NUMBER 0010084367 IN COOK COUNTY, ILLINOIS, ALL LOCATED IN LAKE COUNTY.

PARCEL 2:

EASEMENTS IN FAVOR OF PARCEL 1 AS CREATED IN THE DECLARATION OF EASEMENTS AND FACILITIES AGREEMENT, DATED MAY 23, 2001, AND RECORDED MAY 31, 2001 AS DOCUMENT NUMBER 4701345 MADE BY AND BETWEEN LASALLE BANK NATIONAL ASSOCIATION, AS TRUSTEE UNDER TRUST AGREEMENT DATED JUNE 14, 1996 AND KNOWN AS TRUST NUMBER 121736-05 AND TARGET CORPORATION OVER AND UPON LOT 1 IN SCHWIND SECOND SUBDIVISON AFORESAID, AS FOLLOWS:

(A) TO CONNECT TO AND USE THE SANITARY SEWER FACILITIES, AS DEFINED THEREIN;
(B) TO CONNECT TO AN USE THE WATER FACILITIES, AS DEFINED THEREIN;

(C) TO USE THE "SHARED ACCESS DRIVE" FOR THE PURPOSE OF PROVIDING PEDESTRIAN AND VEHICULAR PASSAGE, AS DEFINED THEREIN;
(D) TO CONNECT AND USE THE STORM SEWER FACILITIES LEADING TO THE STORMWATER DETENTION AREA, AS DEFINED THEREIN; AND
(E) TO USE THE STORMWATER DETENTION AREAS, AS DEFINED THEREIN.

(The above described property is commonly known as 1500 to 1572 Lake Cook Road, Wheeling, Illinois and is described as the Schwind Plaza Shopping Center. The subject unit is 1550 Lake Cook Road. The property is currently zoned B-1 Planned Shopping Center District.)

Section C

Site Plan and Appearance Approval is hereby granted under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-12 Site Plan Approval Requirements, with the site development to be completed substantially in accordance with the following exhibits, herein attached and made part of, submitted November 3, 2016 (except as noted), for Binny's Beverage Depot, to be located at 1550 Lake Cook Road, Wheeling, Illinois:

- Project description (5 sheets),
- Floor plan,
- Elevation plans,
- Colored renderings (2 sheets), and
- Cart corral exhibit (12.15.2016).

Section D

The Special Use, Site Plan, and Building Appearance Approval granted in Sections B and C of this Ordinance are subject to the following condition of approval:

1. That the bollards may be painted to match the building and/or signage color scheme; and
2. That tastings, whether in a dedicated area as shown on the floor plan or elsewhere within the store, are subject to the review and approval of amendments of Section 4.32.010 and 4.32.080 of the Wheeling Municipal Code.

Section E

This Ordinance shall be in full force and effect from and after its passage and approval, according to law.

Trustee_____moved, seconded by Trustee_____,

that Ordinance No. _____be passed, this _____ day of _____, 2017.

President Argiris _____ Trustee Lang _____

Trustee Brady _____ Trustee Papantos _____

Trustee Krueger _____ Trustee Vito _____

Trustee Vogel_____

Ordinance No. _____, passed this _____ day of _____, 2017.

_____

Dean S. Argiris

Village President

ATTEST:

_____

Elaine E. Simpson, Village Clerk

APPROVED AS TO FORM ONLY:

_____

Village Attorney

PUBLISHED in pamphlet form this_____day of_____, 2017, by order of the Corporate Authorities of the Village of Wheeling, Cook and Lake Counties, Illinois.

To Regular Agenda

DRAFT **DOCKET NO. 2016-26A&B**

FINDINGS OF FACT AND RECOMMENDATION

To: Village President and Board of Trustees

From: Wheeling Plan Commission/Sign Code Board of Appeal

Re: Docket Nos. 2016-26A&B and SCBA 16-29
Binny's Beverage Depot
1550 Lake Cook Road
(2016-26A) Special Use-Site Plan Approval of a Packaged Liquor Store
(2016-26B) Special Use-Site Plan Approval of a Retail Establishment with a Gross Floor Area Greater than 20,000 Square Feet
(SCBA 16-29) Appearance Approval of Wall Signs

Docket No. 2016-26A&B: Binny's Beverage Depot, contract tenant, is seeking the following for the property at 1550 Lake Cook Road, Wheeling, Illinois, which is zoned B-1 Planned Shopping Center District:

2016-26A Special Use-Site Plan Approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, and associated sections, in order to establish a Package Liquor Store; and

2016-26B Special Use-Site Plan Approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, and associated sections, in order to establish a Retail Establishment greater than 20,000 square feet.

Chairman Ruffatto called Docket No. 2016-26A&B on December 15, 2016. Present were Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto and Zangara. Also present were Brooke Jones, Senior Planner and Mallory Milluzzi, Village Attorney.

Commissioner Powers read the following statement aloud.
A zoning Special Use, as defined in Title 19, of the village of Wheeling (Zoning), is a use of parcel of land that requires review and consideration before approval due to circumstances or effects on the surrounding properties that may adversely affect them. In order to be considered for a special use the petitioner is required to demonstrate through testimony to the Plan Commission at the public hearing why their request meets the conditions of the village code including, but not limited to, how the proposed use will not damage the enjoyment or use of the surrounding properties. Prior to the public hearing the petitioner provides written statements meant to show that their request for a special use meets the standards established in Title 19. The Commission Chairperson will typically direct that these statements be entered into the record without a full reading of them at the hearing. Based upon the testimony and supporting materials submitted, the Plan Commission will make findings in support of, or against, the petitioner's testimony and report those findings to the Village Board.
Ms. Jones stated that the Staff Report and submittals of the petitioner were part of the public record.

She also informed the Plan Commission that Staff received an additional site plan from the petitioner before the meeting regarding the placement of a cart corral.

Mr. Don Rickard, Milord Company, 9801 Industrial Drive, Bridgeview, IL and Mr. Brad Stein, Binny's Beverage Depot, VP, 8935 North Milwaukee Avenue, Niles were present and sworn in.

Mr. Rickard explained they were seeking approval for two Special Use permits - package liquor sales and for retail sales greater than 20,000 square feet.

Mr. Rickard explained that Binny's was a privately held company with over 30 stores in the Chicagoland area. Mr. Rickard reviewed the changes to the exterior of the building. They are proposing a cart corral in the western half of the parking lot which is where they anticipate most of their customers parking. They will be removing the red corrugated siding and replacing it with an exterior insulation finish system painted to complement the other color banding at the top of the building. They will paint the red canopy which expands the storefront black. There is an existing short brick wall about 32" high under the storefront to the east of the front door that they would be adding a small pair of cart doors to return carts into the building.

Mr. Rickard reported they were proposing an LED channel letter sign on the front elevation that would be 192 square feet. There is also a 30 square foot sign on the west elevation on the side.

Mr. Rickard reported the interior would be finished to match the typical Binny's store. They will demo some of the interior store. They will grind and polish the interior floors, add a walk-in beer cooler, add a walk-in humidor, add a wine room and a rare and collectibles spirits rooms. The balance of approximately 17,000 square feet will be retail space.

Mr. Rickard stated there were approximately 25 people employed at this location with 9 or 10 onsite at one time. The hours of operation are from 9:00 a.m. to 9:00 p.m. on Monday through Saturday and an opening of 10:00 a.m. or noon on Sunday with a 6:00 p.m. closing. He confirmed they would operate within the liquor licensing hours. He explained the product mix for the store was about 45% wine, 32% spirits, 15% beer and 8% cigars & Misc. He explained they occasionally have a tasting or event that was generally small with a short duration. On average, they have one every 2 to 3 weeks. He provided a typical delivery schedule. It is not a large volume and is done during normal business hours. Most of the vehicles are smaller and passenger vans. The largest vehicle would be a beer truck which is approximately 40' long. There is a loading area built into the store that would easily accommodate the deliveries.

Mr. Rickard referred to the standards for the special use permits. They are in full agreement with Staff's comments about them and feel they have met all six standards.

Chairman Ruffatto asked for public comment. No one from the audience came forward.

Commissioner Zangara felt it looked great. He was glad to see the cart corral. He referred to the existing bollards in front that were still red. He questioned if they would remain red. Mr. Rickard explained they were usually painted to complement the building and would probably be painted to match the Binny signage which is a shade of red.

Commissioner Zangara was not concerned with the proposed EIFS since he felt it was located high enough off the ground. Mr. Rickard agreed it was high enough off the grade and was more of an accent.

Commissioner Zangara referred to two metal brackets on the side and questioned the purpose. Mr. Rickard couldn't figure it out and may try to remove them and patch the brick. He confirmed it was not for additional signage. He also confirmed they don't use signage in their windows.

Commissioner Issakoo had no questions. He was excited they were moving to Wheeling.

Commissioner Dorband had no questions. She was glad they were moving into Wheeling.

In reply to Commissioner Powers' question, Mr. Rickard confirmed the deliveries were in the back.

In reply to Commissioner Powers' question, Mr. Rickard explained the definition of a humidor. He confirmed there was no smoking permitted in the building.

Commissioner Powers questioned if Staff was in agreement with the proposed parking. Ms. Jones confirmed Staff was OK even with the loss of one stall for the cart corral.

Commissioner Johnson had no questions. He appreciated the complete presentation and packet.

Commissioner Blinova had no questions.

Chairman Ruffatto referred to the tastings and questioned if they were manned by sales reps or Binny's employees. Mr. Stein explained there were multiple types of tastings. There is the weekend at Binny's which is held every Saturday from 1:00 – 4:00 p.m. that is manned by Binny's employees and then there are other tastings that are scheduled out of the corporate office which were typically manned by vendors but they do have to adhere to Binny's internal tasting policies.

Chairman Ruffatto mentioned that the Buffalo Grove store tended to stack all of the boxes in the windows. He questioned if that was a common practice at their stores. Mr. Stein stated they try to avoid it and explained that based on the proposed floor plan they don't think it would be an issue at the Wheeling store. Chairman Ruffatto felt it looked messy with the empty boxes. Mr. Stein indicted there was a designated area on the floor plan for the boxes located near the humidor.

Chairman Ruffatto questioned if it was a walk-in cooler or grab cooler. Mr. Stein explained the walk-in cooler was for Binny's staff to stock from the backside and not available for customers. Customers will reach in from glass doors. Ms. Milluzzi explained it was correct to call it a walk-in cooler but operational it was not for customers.

Chairman Ruffatto questioned if the Commission was in agreement with the proposed signage.

Ms. Jones questioned if a condition should be added for the bollards – That the bollards may be painted to match the building and/or signage color scheme.

Ms. Jones mentioned there was a correction to the Staff Report regarding the number of parking stalls. She confirmed the parking requirement was satisfied by the use even with the reduction in the parking due to the corral.

Commissioner Dorband questioned when they planned to open. Mr. Stein thought the opening date would be in May.

Chairman Ruffatto asked Ms. Jones to read the condition regarding the bollard color: Ms. Jones stated, "That the bollards may be painted to match the building and/or signage color scheme."

Commissioner Dorband moved, seconded by Commissioner Johnson to recommend approval of Docket No. 2016-26A, granting Special Use-Site Plan Approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, and associated sections, in order to establish a Package Liquor Store, substantially in conformance with the following exhibits submitted November 3, 2016 (except as noted) for Binny's Beverage Depot, to be located at 1550 Lake Cook Road, Wheeling Illinois:

- Project description (5 sheets),
- Floor plan,
- Elevation plans,
- Colored renderings (2 sheets), and
- Cart corral exhibit (12.15.2016).

And subject to the following condition of approval:

1. That the bollards may be painted to match the building and/or signage color scheme.

On the roll call, the vote was as follows:

AYES:	Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara
NAYS:	None
ABSENT:	None
PRESENT:	None
ABSTAIN:	None

There being seven affirmative votes, the motion was approved.

Commissioner Powers moved, second by Commissioner Issakoo to recommend approval of Docket No. 2016-26B, granting Special Use-Site Plan Approval as required under Title 19, Zoning, of the Wheeling Municipal Code, Chapter 19-06 Commercial Districts, Chapter 19-10 Use Regulations, Chapter 19-12 Site Plan Approval Requirements, and associated sections, in order to establish a Retail Establishment with greater than 20,000 sq. ft. of gross floor area, substantially in conformance with the following exhibits submitted November 3, 2016 (except as noted) for Binny's Beverage Depot, to be located at 1550 Lake Cook Road, Wheeling Illinois:

To Regular Agenda

- Project description (5 sheets),
- Floor plan,
- Elevation plans,
- Colored renderings (2 sheets), and
- Cart corral exhibit (12.15.2016).

And subject to the following condition of approval:

1. That the bollards may be painted to match the building and/or signage color scheme.

On the roll call, the vote was as follows:

AYES:	Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto, Zangara
NAYS:	None
ABSENT:	None
PRESENT:	None
ABSTAIN:	None

There being seven affirmative votes, the motion was approved.

Commissioner Zangara moved, seconded by Commissioner Powers to Approve Docket No. SCBA 16-29 to permit installation of the wall signs in accordance with the sign drawings submitted November 16, 2016 by Signarama, on behalf of Binny's Beverage Depot, to be located at 1550 Lake Cook Road, Wheeling, Illinois;

And subject to the following condition of approval:

1. That the primary sign size shall be reduced to be no greater than 192 sq. ft. in size.

On the roll call, the vote was as follows:

AYES:	Commissioners Blinova, Dorband, Issakoo, Johnson, Powers, Ruffatto Zangara
NAYS:	None
ABSENT:	None
PRESENT:	None
ABSTAIN:	None

There being seven affirmative votes, the motion was approved.

Commissioner Johnson moved, seconded by Commissioner Dorband to close Docket No. 2016-26A&B. The motion was approved by a voice vote.

Respectfully submitted,

_____

Jim Ruffatto, Chairman
Wheeling Plan Commission/
Sign Code Board of Appeals

DISTRIBUTED TO THE COMMISSION 1.06.2017
FOR APPROVAL ON 1.12.2017

To Regular Agenda

MEMO – Fire Prevention Bureau

TO: Brooke Jones, Village Planner

FROM: Ronald S. Antor, Fire Inspector

CC: Andrew Jennings, Director of Community Development

Keith MacIsaac, Fire Chief

FPB File

DATE: November 30, 2016

SUBJECT: Proposed Binney's Beverage Depot – 1550 Lake Cook Road – Plans received for review by the Fire Department, November 23, 2016.

The Wheeling Fire Department has reviewed the submittals received related to the above referenced project and has the following comments:

Site Plan

1. There site plan submitted for review does not include any proposed site changes.

1550 Lake Cook Road – Proposed Retail Sales Store

1. The petitioner is proposing to remodel and occupy an existing retail sales occupancy. There would be no change in use group as both the prior business and the proposed business would be classified as (M) Mercantile Use Group occupancies in the 2012 Edition of the International Building (IBC) and Fire Prevention Codes (IFC).
2. All construction within the building would need to comply with the Village's Building and Fire Prevention Codes (2012 Editions of the International Building Code & International Fire Code – with amendments).
3. As noted in Comment #2, the proposed tenant buildout will need to comply with the Village's Building and Fire Prevention Codes. Some of the items that this would include and would need to be addressed during the permitting process are:

    a. The building has an existing sprinkler system that will require modifications.

    b. The building has an existing fire alarm system that will require modifications.

    c. Sufficient exits and spacing of those will need to be provided and verified during the remodeling Building Permit permitting process.

At this time there are no other Fire Department comments related to the project as presented in the documents reviewed.

Binny's Beverage Depot – 1550 Lake Cook Road

Docket Nos. 2016-26A&B (Special Use-Site Plan Approval of a Packaged Liquor Store & Special Use-Site Plan Approval of a Retail Store Greater than 20,000 Gross Square Feet)

Plan Commission Meeting – December 15, 2016

Village Board Meeting – January 16, 2017

Existing conditions of front elevation – looking north

Binny's Beverage Depot – 1550 Lake Cook Road

Docket Nos. 2016-26A&B (Special Use-Site Plan Approval of a Packaged Liquor Store & Special Use-Site Plan Approval of a Retail Store Greater than 20,000 Gross Square Feet)

Plan Commission Meeting – December 15, 2016

Village Board Meeting – January 16, 2017

Existing conditions of side elevation – looking east

Binny's Beverage Depot – 1550 Lake Cook Road

Docket Nos. 2016-26A&B (Special Use-Site Plan Approval of a Packaged Liquor Store & Special Use-Site Plan Approval of a Retail Store Greater than 20,000 Gross Square Feet)

Plan Commission Meeting – December 15, 2016

Village Board Meeting – January 16, 2017

Existing conditions of trash and loading areas – looking west

To Regular Agenda

Binny's Beverage Depot

Schwind Crossings - 1550 E Lake Cook Road Wheeling, Illinois 60090

November 03, 2016

Binny's Beverage Depot is Chicagoland's and the Midwest's largest retailer of fine wine, spirits, beer and cigars. We have been in business since 1949 and operate over 35 stores in the Chicago Metro area as well as Bloomington and Champaign. We are excited and proud to be coming to Wheeling and becoming a member of the Wheeling business community. We offer our customers the largest selection of wine, spirits, beer and cigars at competitive prices. Our friendly and knowledgeable employees have a passion for our industry and are excited to assist our customers with their selections. Binny's employees are well versed in product selection and are always there to assist customers with finding products they are looking for. What differentiates Binny's from traditional packaged liquor stores is the superior selection, service, value and quality. Binny's has the largest selection of beers, wines, spirits and cigars in Chicagoland and the entire Midwest. Everything from domestic beers and wines, to some of the rarest micro brews, craft beers, fine wines, rare spirits and exceptional cigars from around the world are readily available. The prices are competitive and the shopping experience is safe and enjoyable. The stores are all very well kept and maintained, well lit, secure and safe.

Exhibit received November 3, 2016

To Regular Agenda

Current Retail Locations

Algonquin	Arlington Heights	Bloomingdale	Bloomington	Bolingbrook
Buffalo Grove	Champaign.	Chicago-Grand Ave	Chicago - Hyde Park	Chicago - Ivanhoe Castle
Chicago - Lincoln Park	Chicago – Logan Square	Chicago - South Loop	Des Plaines	Downers Grove
Elmwood Park	Evergreen Park	Glen Ellyn	Glencoe	Highland Park
Lake Zurich	Lincolnwood	McHenry	Mokena	Naperville
Niles	Oak Brook	Orland Park	Plainfield	River Grove
Schaumburg	Skokie	St. Charles	Willowbrook	

This particular site is at the NorthEast corner of E. Lake Cook Road and Weiland Road and is well suited for our newest Binny's location. The 20,425 gross sq.ft. building, currently occupied by Staples Office Supplies, is the optimal size for our typical Binny's Beverage Depot retail store and the location provides great access to major roads through controlled intersections handling many vehicles daily. This store will contribute to bringing shoppers and customers to the Wheeling area by offering a retail product that is currently not available in the immediate area. This location also provides the building space necessary to operate and offer the full selection of products and service that we offer our customers.

Subject Property Information: Taken from Wheeling GIS map info.

Permanent Real Estate Index No.: 15-33-410-0005

Address: 1550 E Lake Cook Road, Wheeling, Illinois 60090

Built: 2007

Zoning District: B-1

Site Area: 187,308 sq.ft. or 4.3 acres

Binny's Tenant Area: 20,425 gross sq.ft. / 19,964 net sq. ft.

Total building area on site (3 buildings): 45,054 sq. ft.

Parking stalls: 272

To Regular Agenda

Security and Safety:

Security and Safety is top priority to ensure customers have a safe and enjoyable shopping experience and employees feel safe while at work. Binny's provides security that includes approximately 20 strategically placed cameras inside the building including all exterior doors, receiving doors, entrances to the building, the checkout area and exterior cameras that cover entrances and delivery areas. Silent and audible alarms are also installed. We do not have access to our safes and cashiers do not accumulate cash in the registers. Employees are trained in a "do not resist" policy and references are checked on all employees. Doors are locked and secured after hours.

Where it's found to be necessary, we also employ independent on site security in our stores. Our shopping carts are collected throughout the parking lot every 30 minutes and employees are trained to report any suspicious activity and we immediately call to tow unauthorized vehicles or notify the police if the car looks suspicious. We have typically not had issues with parking lot security. Safe and ample parking is our lifeline to sales.

To Regular Agenda

Liquor Sales Training

TIPS (Training for Intervention Procedures) is the global leader in education and training for the responsible service and sale of alcohol. Proven effective by third-party studies, TIPS is a skills-based training program that is designed to prevent intoxication, underage drinking, and drunk driving. The BASSETT program (Beverage Alcohol Sellers and Servers Education and Training),"Training Servers to Serve Responsibly", is the State of Illinois' seller training program. Under the licensing and regulatory auspices of the Illinois Liquor Control Commission (ILCC), the BASSET Program is designed to encourage sellers of alcoholic beverages to sell responsibly and stay within the law. TIPS (BASSETT) trainers are on Binny's staff and hold regular certification training sessions. Prior to ringing orders, cashiers are trained in carding. The policy states that everyone who looks under 40 years of age gets carded. Carding policies are reviewed with each cashier prior to each shift. Managers monitor cashiers to assure procedures are being followed. Store associates are trained and instructed to notify management of potential underage patrons trying to enter store. The birth date from everyone carded less than 40 years of age is entered into the POS terminal (register). The register software also verifies the age and prevents a sale to persons under 21 years of age. Managers must approve any sale to a customer 21 years of age. Managers must also approve a sale if any of the persons in line with the customer being carded appears 21 years of age or younger. Binny's also uses proprietary software that tracks age dispersion recorded by each cashier which is reviewed monthly.

Employees

There will be approximately 25 employees at this location; 3 salaried managers, 2 customer service managers, 8 sales people and up to 15 store associates. There will be 9-10 employees on site at any given time.

Hours of Operation

The store will be open Monday through Saturday from 9:00 am – 9:00 pm. Sunday hours are between 10:00 am and 12:00 pm with a closing at 6:00 pm depending on the local village ordinances.

Product Sales Mix

Approximately 45% wine, 32% Spirits, 15% beer, 4% cigars, 4% misc. and accessories

Special Promotions and Events

From time to time, there will be a promotional event held at the store, which usually consists of a celebrity, micro-brewer, wine producer, spirits distiller and the like who will come in to endorse or sell a specific product within the store. Binny's also hosts tasting events where a small group of people can drop in and sample specific products at specific times. Typically events and promotions are held about once every 3-4

weeks for a period of about 3 hours each. These events are always done within the guidelines of the local liquor ordinances as permitted by the liquor license.

Store Deliveries

Deliveries are received at the store Monday through Friday between 8:00 am and 5:00 pm. Spirit and wine deliveries generally come in 16' to 24' straight trucks, beer deliveries typically come in low bay beer trucks up to 40' in length. There are usually no more than 2-3 trucks delivering at any one time and they are scheduled by the store management to prevent congestion. There is an average of 45-50 deliveries per week. Most deliveries come in small passenger vans and trucks with only a few beer trucks that can be up to 40' in length. Generally the delivery schedule for a typical store is as follows:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Passenger Van	1	1	6	2	3	0	0
Straight Truck 16-24'	1	1	9	2	8	0	0
Beer Truck max. 40'	1	1	3	3	5	0	0
Total	3	3	18	7	16	0	0

Deliveries will be made at the Northeast end of the building through existing loading doors used by the existing store.

Parking Lot landscaping and Lighting

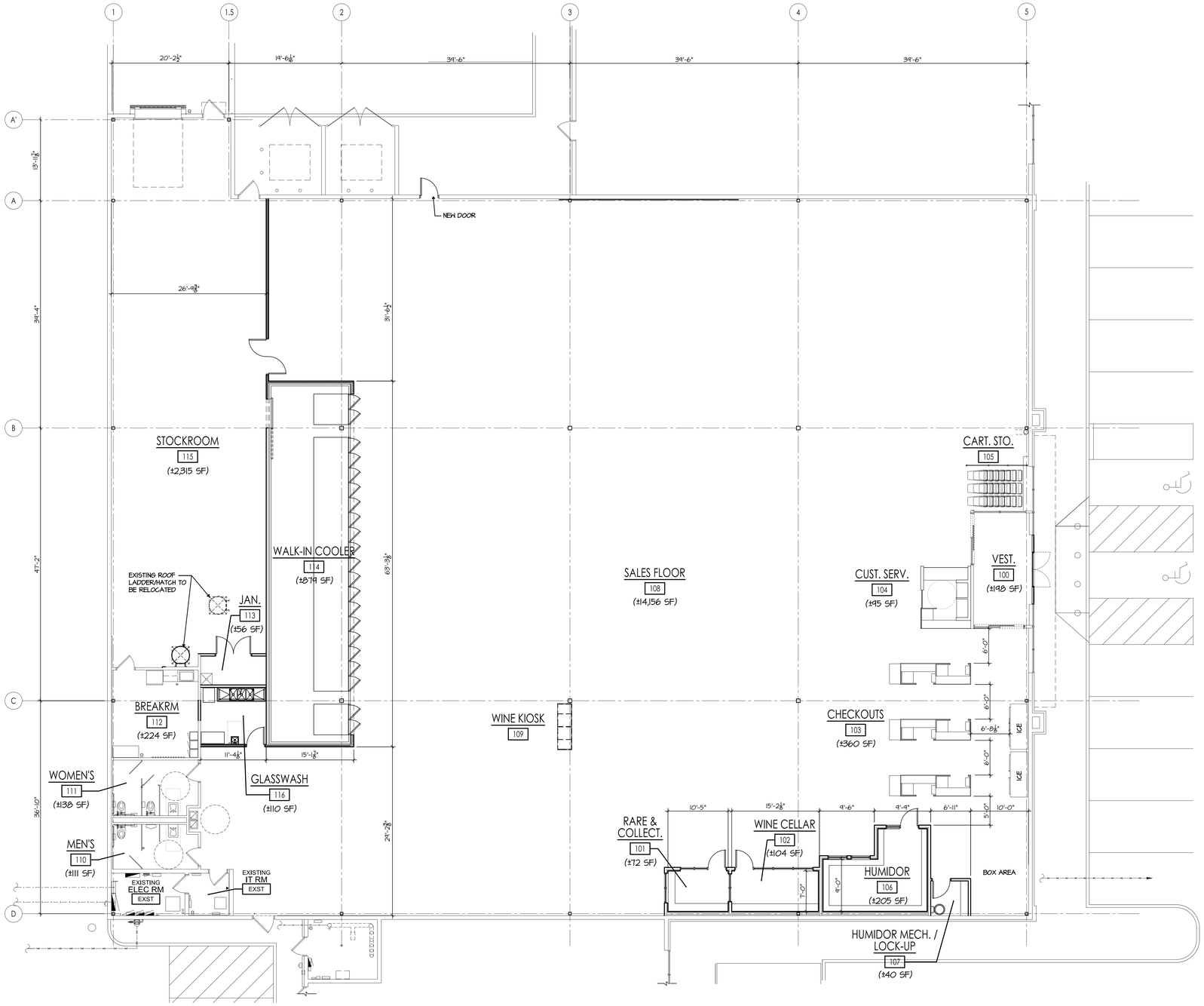
Binny's believes that the available parking and loading spaces are adequate for the business. The available parking counts exceed the number of people anticipated on site at any given time. Binny's is proposing to use the parking lot as it exists today without modifying the parking lot, landscaping and site lighting with the exception of cleaning up and making any necessary repairs or maintenance tasks once a thorough review of the premises is made.

Refuse Disposal

Refuse will be stored in an existing dumpster container located at the Northeast corner of the property and is picked up regularly from a contracted private waste hauler. The proposed area is the existing trash area with no proposed changes.

Project Schedule and Timeline

Binny's is prepared to move forward with construction immediately after the Village of Wheeling issues all approvals and permits. We are hopeful that Wheeling will do everything possible to help keep us on swift schedule and we are asking for your support of our project that would allow us to be a proud member of the Wheeling business community.



PROPOSED FLOOR PLAN

0 3' 6' 12'

SCALE: 1/8" = 1'-0"

BUILDING GROSS S.F. = 20,425 S.F.
NET RETAIL AREA = 16,992 S.F.
NET STORAGE AREA = 2,315 S.F.

ESTABLISHED 1887

MILORD

COMPANY

CONSTRUCTION I DESIGN-BUILD I MANAGEMENT

9801 SOUTH INDUSTRIAL DRIVE BRIDGEVIEW, IL 60455

tel 708 598 7900 **fax** 708 598 7991 www.milord.com

PROJECT

BINNY'S

BEVERAGE DEPOT
1550 East Lake Cook Road
Wheeling, IL 60090

NEW STORE

BUILD - OUT

Exhibit received November 3, 2016

SIGNED_____

DATE_____ EXP._____

I HEREBY CERTIFY THAT THESE DRAWINGS AND SPECIFICATIONS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLY WITH ALL BUILDING CODES HAVING JURISDICTION, WITH THE VILLAGE OF GLENCOE AND THE STATE OF ILLINOIS RULES & REGULATIONS, INCLUDING THE AMERICANS WITH DISABILITIES ACT, AND WITH THE ILLINOIS ACCESSIBILITY CODE.

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REVISIONS & ISSUANCES

REV.	DATE	DESCRIPTION	INITIALS

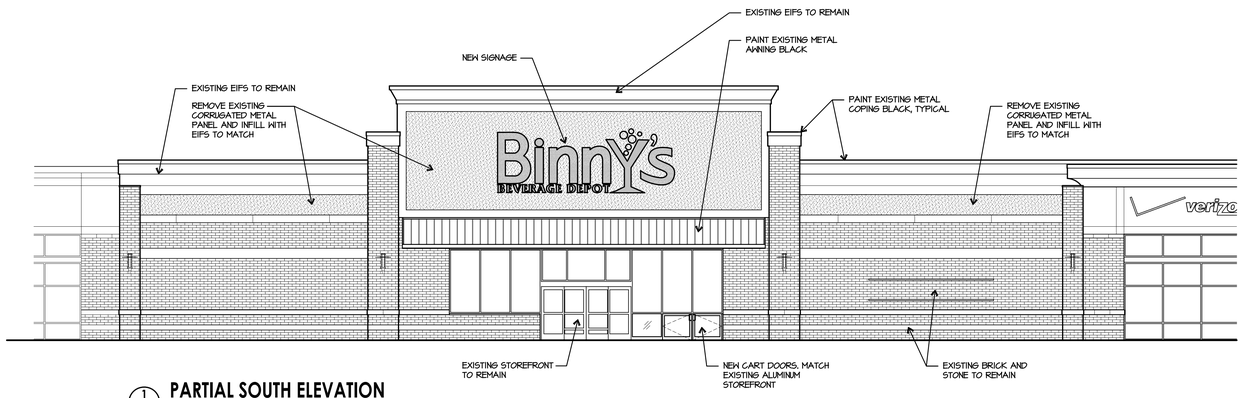
DATE
10.19.2016

DRAWN BY	CHECKED BY
KWY	GWC

PROPOSED
FLOOR PLAN

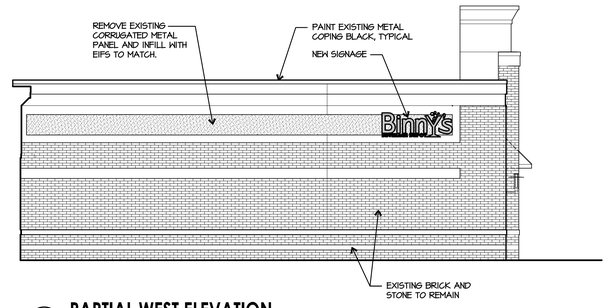
JOB NO.
XXXX 2016-0080

SHEET NO.
A-1.0



1 A-4.0 **PARTIAL SOUTH ELEVATION**

1/8" = 1'-0"



2 A-4.0 **PARTIAL WEST ELEVATION**

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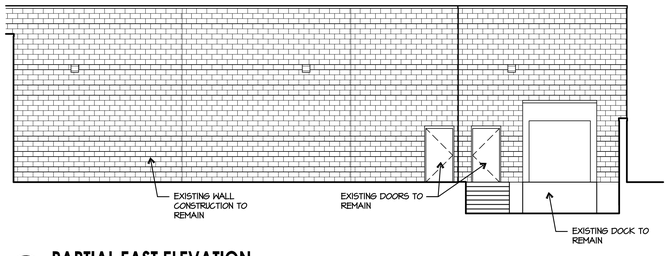
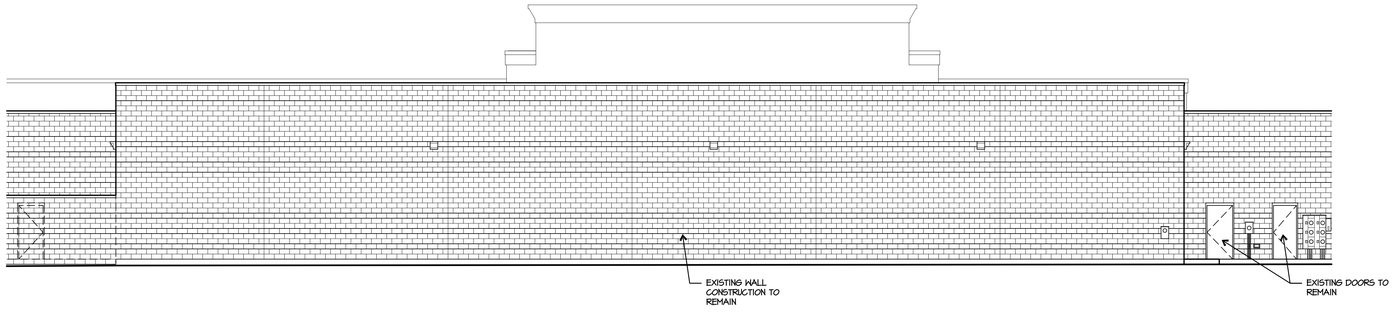


3 A-4.0 **PARTIAL EAST ELEVATION**

1/8" = 1'-0"



4 A-4.0 **PARTIAL NORTH ELEVATION**

1/8" = 1'-0"

ESTABLISHED 1887

MILORD

COMPANY

CONSTRUCTION I DESIGN-BUILD I MANAGEMENT

9801 SOUTH INDUSTRIAL DRIVE BRIDGEVIEW, IL 60455

tel 708 598 7900 fax 708 598 7991 www.milord.com

PROJECT

BINNY'S

BEVERAGE DEPOT

1550 East Lake Cook Road

Wheeling, IL 60090

NEW STORE

BUILD - OUT

Exhibit received November 3, 2016

SIGNED

DATE EXP.

I HEREBY CERTIFY THAT THESE DRAWINGS AND SPECIFICATIONS HAVE BEEN PREPARED UNDER MY DIRECT SUPERVISION AND TO THE BEST OF MY KNOWLEDGE COMPLY WITH ALL BUILDING CODES HAVING JURISDICTION, WITH THE VILLAGE OF GLENCOE AND THE STATE OF ILLINOIS RULES & REGULATIONS, INCLUDING THE AMERICANS WITH DISABILITIES ACT, AND WITH THE ILLINOIS ACCESSIBILITY CODE.

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REVISIONS & ISSUANCES

REV.	DATE	DESCRIPTION	INITIALS

DATE

10.19.2016

DRAWN BY	CHECKED BY
KWY	GWC

AS-BUILT ELEVATIONS

JOB NO.

XXXX 2016-0080

SHEET NO.

A-4.0

To Regular Agenda

Binny's Beverage Depot

1550 E Lake Cook Rd, Wheeling, IL 60089

ESTABLISHED 1887
MILORD
COMPANY
CONSTRUCTION | DESIGN-BUILD | MANAGEMENT
9801 SOUTH INDUSTRIAL DRIVE BRIDGEVIEW, IL 60455
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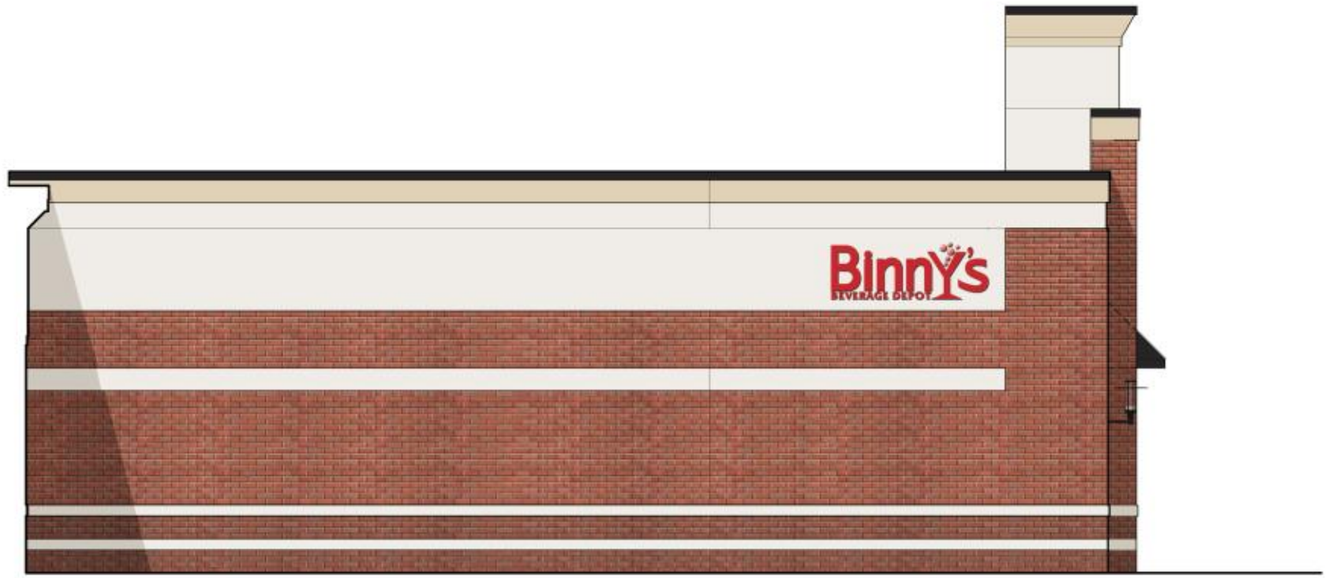
To Regular Agenda



Binny's Beverage Depot

1550 E Lake Cook Rd, Wheeling, IL 60089

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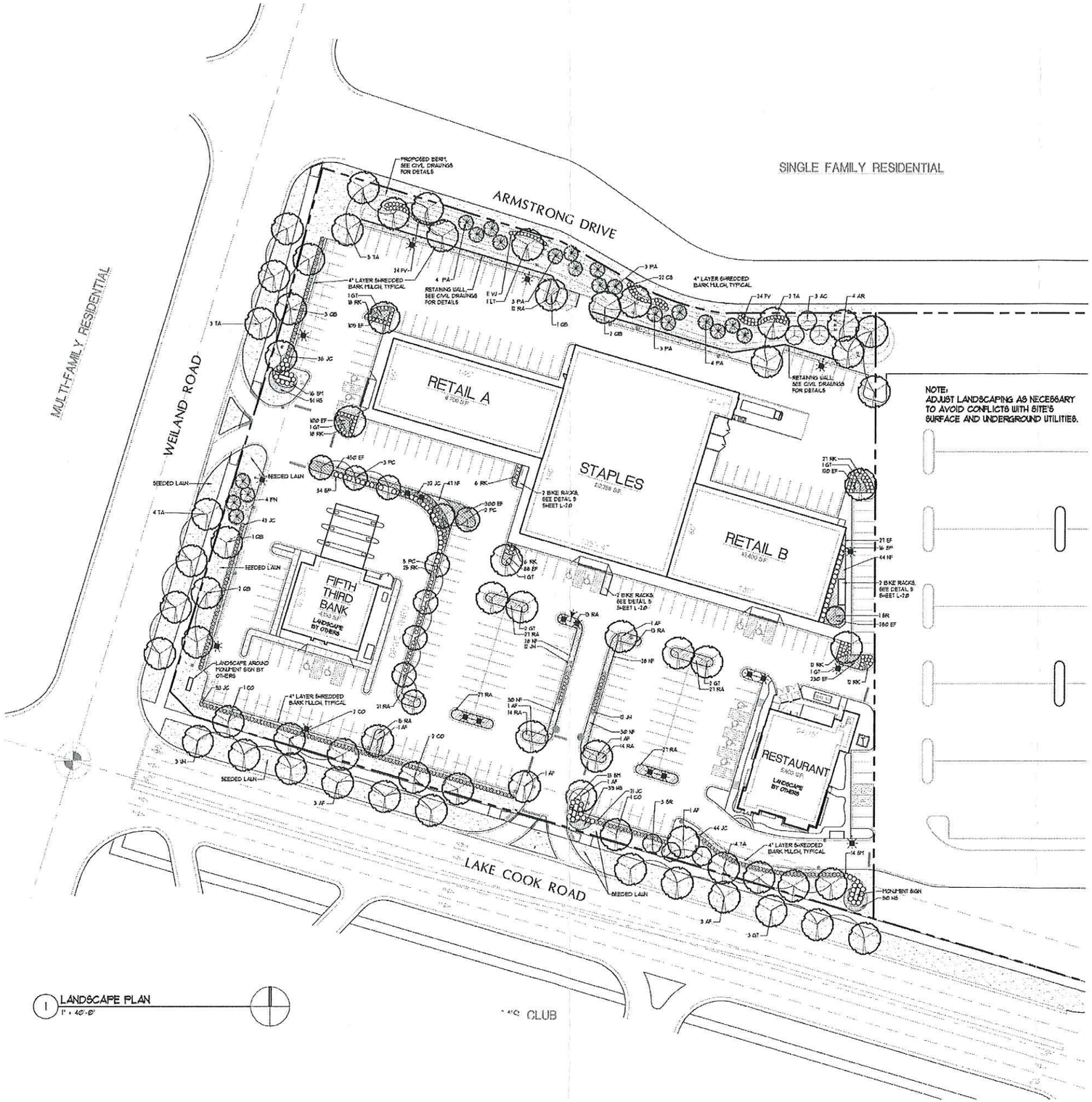
9801 SOUTH INDUSTRIAL DRIVE BRIDGEVIEW, IL 60455
tel 708 598 7900 fax 708 598 7991 www.milord.com

Exhibit received November 3, 2016

AREA OF PROPOSED TENANT WORK
Proposed Cart Corral
Binny's Beverage Depot
1550 E. Lake Cook Road
Wheeling, Illinois
December 14, 2016
Cart Corral Exhibit



1 LANDSCAPE PLAN
1" = 40'-0"

PFDA ARCHITECTS, INC.
20 N. WACKER DRIVE
SUITE 1500
CHICAGO, ILLINOIS 60606
TEL: (312) 795-1235
FAX: (312) 795-1250

DANIEL WEINBACH & PARTNERS, LTD.

ATTACHMENT 3 OF 5 (Schwind Crossings Landscape Plan) TO ORD. NO. 4141 PASSED 11-13-06

DOCKET COPY (2005-30)

MIDAMERICA DEVELOPMENT PARTNERS LLC

PROJECT:
COMMERCIAL DEVELOPMENT
NORTHEAST CORNER OF LAKE COOK ROAD & WEILAND ROAD
WHEELING, ILLINOIS

DATE	DESCRIPTION
10/16/06	UPDATE PLAN
07/19/06	COORDINATE W/C.E. DWG.
07/11/06	SITE UPDATE
09/28/05	SITE UPDATE
08/18/05	CLARIFICATION
08/16/05	SITE MODIFICATION

RECEIVED
OCT 19 2006
COMMUNITY DEVELOPMENT DEPT.

DOCKET NO. PC 06-29
SCHWIND CROSSINGS
1500-1590 W. LAKE COOK ROAD

LANDSCAPE PLAN

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DRAWN BY:	CHECKED BY:
AA	WS

SHEET

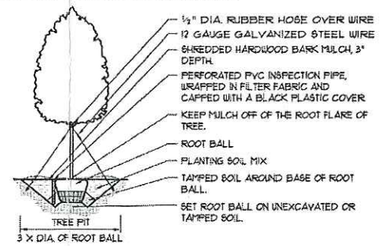
L-1.0

JOB NO. 05-244

PLANT LIST

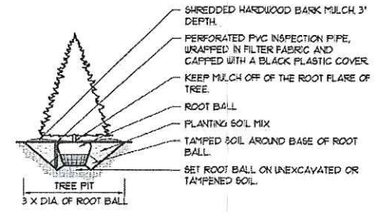
CODE	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	TOTAL	ADDITIONAL NOTES
	DECIDUOUS SHADE AND ORNAMENTAL TREES					
AC	AMELANCHIER CANADENSIS	SHADBLOW SERVICEBERRY	1" HT.	B&B	3	CLUMP FORM
AF	ACER X FREEMANII 'AUTUMN BLAZE'	AUTUMN BLAZE MAPLE	3" CAL.	B&B	13	BRANCHED UP 6'
AR	ACER RUBRUM 'BOWHALL'	BOWHALL RED MAPLE	3" CAL.	B&B	4	BRANCHED UP 6'
CO	CELTIS OCCIDENTALIS	COMMON HACKBERRY	3" CAL.	B&B	6	BRANCHED UP 6'
GT	GLEDITSIA T. INERMIS 'SKYLINE'	SKYLINE HONEYLOCUST	3" CAL.	B&B	12	BRANCHED UP 6'
LT	LIRIODENDRON TULIPIFERA	TULIPTREE	3" CAL.	B&B	1	BRANCHED UP 6'
PC	PYRUS CALLERYANA 'CHANTICLEER'	CHANTICLEER PEAR	3" CAL.	B&B	10	BRANCHED UP 6'
QB	QUERCUS BICOLOR	SWAMP WHITE OAK	3" CAL.	B&B	9	BRANCHED UP 6'
SR	SYRINGA RETICULATA	JAPANESE TREE LILAC	1" HT.	B&B	4	CLUMP FORM
TA	TILIA AMERICANA 'REDMOND'	REDMOND LINDEN	3" CAL.	B&B	18	BRANCHED UP 6'
PA	PICEA ABIES	NORWAY SPRUCE	1" HT.	B&B	11	
PN	PINUS NIGRA	AUSTRIAN PINE	1" HT.	B&B	4	
UH	ULMUS X 'HOMESTEAD'	HOMESTEAD ELM	3" CAL.	B&B	3	BRANCHED UP 6'
	DECIDUOUS SHRUBS AND EVERGREEN SHRUBS					
CB	CORNUS SERICEA 'ISANTI'	ISANTI REDTWIG DOGWOOD	30" HT/SP.	B&B	22	
FV	FORSYTHIA VIRIDISSIMA 'NEW HAMPSHIRE GOLD'	NEW HAMPSHIRE GOLD FORSYTHIA	30" HT/SP.	B&B	48	
JC	JUNIPERUS CHINENSIS 'SEA GREEN'	SEA GREEN JUNIPER	18" HT/SP.	B&B	769	
JH	JUNIPERUS HORIZONTALIS PLUMOSA	YOUNGSTOWN COMPACT ANDORRA JUNIPER	18" HT/SP.	B&B	24	
RA	RHUS AROMATICA 'GRO-LOW'	GRO-LOW SUMAC	3 GAL.	CONT	210	
RK	ROSA 'KNOCKOUT'	KNOCKOUT ROSE	3 GAL.	CONT	124	
SM	SYRINGA MEYERI 'PALIBIN'	DWARF KOREAN LILAC	30" HT/SP.	B&B	43	
SP	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	30" HT/SP.	B&B	48	
VJ	VIBURNUM X JUDDI	JUDD VIBURNUM	30" HT/SP.	B&B	11	
	PERENNIALS AND GROUNDCOVERS					
EF	EUONYMUS FORTUNEI 'COLORATUS'	PURPLELEAF WINTERCREEPER	3" POT	CONT	1100	SPACED 18" O.C.
HS	HEMEROCALLIS 'SUMMER WINE'	SUMMER WINE DAYLILY	#1 GAL	CONT	140	SPACED 18" O.C.
NF	NEPETA X FAASSENII 'WALKER'S LOW'	WALKER'S LOW CATMINT	#1 GAL	CONT	201	SPACED 2' O.C.

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE THREE TIMES THE WIDTH OF THE ROOT BALL. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL BASKET WIRE, TWINE AND BURLAP FROM THE TOP HALF OF THE ROOT BALL. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



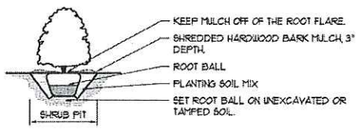
1 DECIDUOUS TREE PLANTING - SINGLE STEM
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. TREE PIT WIDTH TO BE THREE TIMES THE WIDTH OF THE ROOT BALL. TEST TREE PIT FOR DRAINAGE PRIOR TO INSTALLING TREE. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND REMOVE ANY DOUBLE LEADERS. LOCATE ROOT FLARE IN ROOT BALL AND SET TREE HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL BASKET WIRE, TWINE AND BURLAP FROM THE TOP HALF OF THE ROOT BALL. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE TREE PLUMB. STRAIGHTEN TREE IF SETTLING OCCURS.



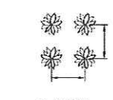
2 EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. SHRUB PIT WIDTH TO BE TWO TIMES THE WIDTH OF THE ROOT BALL. TEST SHRUB PIT FOR DRAINAGE PRIOR TO INSTALLING SHRUB. PRUNE OFF ALL DEAD, BROKEN OR SCARRED BRANCHES, AND SHAPE PRUNE AS DIRECTED BY THE LANDSCAPE ARCHITECT. LOCATE ROOT FLARE IN ROOT BALL AND SET SHRUB HEIGHT SO THAT ROOT FLARE IS FLUSH WITH FINISH GRADE. REMOVE ALL TWINE AND BURLAP FROM THE TOP HALF OF THE ROOT BALL. WATER IN THE PLANTING MIX THOROUGHLY, WHILE KEEPING THE SHRUB PLUMB. STRAIGHTEN SHRUB IF SETTLING OCCURS. MULCH LIMITS FOR SHRUBS TO EXTEND TO ALL EDGES OF PLANTING BEDS, SEE PLANS FOR BED LAYOUTS.



3 SHRUB PLANTING DETAIL
NOT TO SCALE

LOCATE ALL UNDERGROUND UTILITIES PRIOR TO DIGGING. EXCAVATE ENTIRE PERENNIAL / GROUNDCOVER BED, AND BACKFILL WITH PLANTING MIX AS SPECIFIED. BED HEIGHT IS TO BE 2" ABOVE FINISH GRADE AND WELL DRAINED. MULCH LIMITS FOR PERENNIAL AND GROUNDCOVER BEDS TO EXTEND TO ALL EDGES OF THE BEDS, SEE PLANS FOR BED LAYOUTS. SEE PLANT LIST FOR PLANT SPACING.

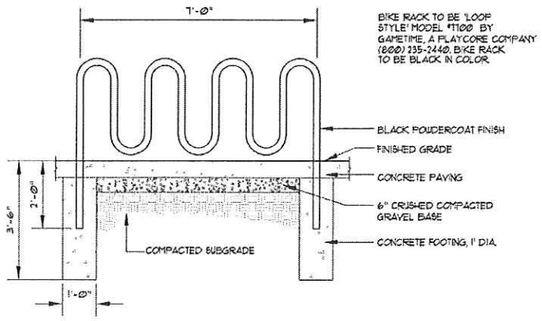


TYPICAL SPACING, AS SPECIFIED IN THE PLANT LIST. PERENNIALS SHALL BE PLACED WITH THEIR CENTERS NO CLOSER THAN 12" FROM EDGE OF BED. GROUNDCOVERS SHALL BE PLACED WITH THEIR CENTERS NO CLOSER THAN 6" FROM EDGE OF BED.

PLAN VIEW

SECTION

4 PERENNIAL AND GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



5 BICYCLE RACK
NOT TO SCALE

GENERAL NOTES

1. ALL DIMENSIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR.
2. SPECIES AND SIZES OF PLANTS LISTED IN THE PLANT LIST, ARE SUBJECT TO AVAILABILITY AT TIME OF INSTALLATION. IF SUBSTITUTIONS ARE NECESSARY, THE CONTRACTOR SHALL SUBMIT ALL REQUESTS TO THE LANDSCAPE ARCHITECT FOR APPROVAL.
3. PLANT QUANTITIES SHOWN ON THE DRAWINGS AND IN THE PLANT LIST, ARE FOR CONVENIENCE ONLY. THE NUMBER OF PLANT SYMBOLS SHOWN, SUPERSEDE ALL QUANTITIES PROVIDED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL QUANTITIES GIVEN ON THE DRAWINGS AND NOTIFY THE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES PRIOR TO INSTALLATION. THE CONTRACTOR IS RESPONSIBLE FOR INSTALLING ALL PLANTINGS SHOWN ON THE DRAWINGS.
4. ALL UNDERGROUND UTILITIES ARE TO BE LOCATED PRIOR TO DIGGING. IF UTILITIES OR OTHER OBSTRUCTIONS ARE DISCOVERED TO CONFLICT WITH GRADING OR PLANT PLACEMENT, NOTIFY THE LANDSCAPE ARCHITECT SO THAT ADJUSTMENTS CAN BE MADE.
5. TOPSOIL SHALL BE 'LOAM' SOIL, COMPRISED OF 30%-60% SAND, 20%-50% SILT AND 5%-20% CLAY. TOPSOIL SHALL HAVE A pH OF BETWEEN 6.0 AND 7.5, AND ORGANIC MATTER OF BETWEEN 3% AND 6%. SOIL SHALL BE FREE OF LEAVES, BRANCHES, DEBRIS, CHEMICALS AND TOXINS. PROVIDE A SOIL ANALYSIS OF TOPSOIL FOR APPROVAL.
6. BACKFILL MIX FOR PLANTINGS SHALL BE AS FOLLOWS:
   TREES AND SHRUBS - 70% TOPSOIL, 5% COARSE SAND, 5% FINE FINES
   PERENNIALS AND GROUNDCOVERS - 50% TOPSOIL, 25% COARSE SAND, 25% FINE FINES
   ALL PLANTING MIXES SHALL BE THOROUGHLY MIXED OUTSIDE OF THE PLANTING PIT.
7. PARKING LOT ISLANDS ARE TO BE EXCAVATED TO A DEPTH OF NO LESS THAN 24", AND BACKFILLED WITH TOPSOIL. BERM ALL ISLANDS TO A HEIGHT OF 6" ABOVE TOP OF CURB.
8. PROVIDE POSITIVE DRAINAGE FLOW. DO NOT OBSTRUCT THE NATURAL OR ENGINEERED DRAINAGE FLOW PATTERNS. NOTIFY THE LANDSCAPE ARCHITECT OF ANY DRAINAGE CONCERNS.
9. CONTRACTOR SHALL TAKE ALL PRECAUTIONS TO PROTECT EXISTING PLANTS, LAWN AND PAVED AREAS TO REMAIN. ANY DAMAGE TO THESE AREAS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT THEIR EXPENSE. DAMAGED LAWN AREAS ARE TO BE REGRADED AND RESTORED WITH SOD.
10. ALL BEDS EDGES TO BE WELL SHAPED 'SPADE-CUT' EDGES, 3" DEPTH, FORMED IN LINES OR CURVES AS SHOWN ON THE DRAWINGS.
11. APPLY A PRE-EMERGENT FOR GRASSY AND BROADLEAF WEEDS TO ALL SHRUB BEDS AND TREE RINGS. DO NOT APPLY PRE-EMERGENT TO BEDS OF GROUNDCOVERS OR ANNUALS.
12. SEEDED LAWN MIXTURE:

IDOT 1 LAWN MIXTURE	
50% KENTUCKY BLUEGRASS	50#
30% PERENNIAL RYEGRASS	30#
20% CREEPING RED FESCUE	20#
	100#/A

IRRIGATION NOTES

1. A PLASTIC, AUTOMATIC, TIMER-ACTIVATED IRRIGATION SYSTEM SHALL BE PROVIDED FOR ALL AREAS DESIGNATED AS LAWN, PERENNIALS, AND GROUNDCOVER.
2. PROVIDE ROTARY AND MIST POP-UP SPRAYHEADS AS APPROPRIATE FOR THE PARTICULAR SIZE AND SHAPE OF LAWN OR PLANTING AREA, WITH 60% HEAD TO HEAD SPACING. THERE SHALL BE NO OVER SPRAY ON ROADS OR SIDEWALKS.
3. PROVIDE BACKFLOW PREVENTERS, BOOSTER PUMPS AND IRRIGATION CONTROLLERS LOCATED INSIDE BUILDING A.
4. SIZE BOOSTER PUMP, IF REQUIRED, TO PROVIDE 30 GPM AND 40 PSI AT THE SPRINKLER HEADS.
5. PROVIDE SLEEVING AS NECESSARY AND COORDINATE SLEEVE INSTALLATION WITH THE GENERAL CONTRACTOR.
6. ALL IRRIGATION EQUIPMENT SHALL BE BY TORO, RAINBIRD, NELSON OR APPROVED EQUAL.
7. THE IRRIGATION CONTRACTOR SHALL SUBMIT SHOP DRAWINGS SHOWING THE DESIGN OF THE SYSTEM, INDICATING LAYOUT, CONNECTION AND MANUFACTURER OF HEADS, VALVES, PIPING, CONTROLLER, OTHER RELATED EQUIPMENT AND THE ASSOCIATED ELECTRICAL DIAGRAMS FOR APPROVAL PRIOR TO CONSTRUCTION.
8. PROVIDE AN AUTOMATIC RAIN SHUT-OFF.
9. PROVIDE A QUICK COUPLER IN OR ADJACENT TO EACH VALVE BOX.
10. AREAS NOTED "LANDSCAPE BY OTHERS" WILL NOT BE IRRIGATED BY THIS SYSTEM.
11. ALL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF WHEELING, ILLINOIS STANDARDS, CODES AND ORDINANCES.

RECEIVED
OCT 19 2006
COMMUNITY DEVELOPMENT DEPT.

DOCKET NO. PC 06-29
SCHWIND CROSSINGS
1500-1590 W. LAKE COOK ROAD

ATTACHMENT 4 OF 5 (Schwind Crossings Plant List & Details)
TO ORD. NO. 4141 PASSED 11-13-06
DOCKET COPY (2005-30)

PFDA ARCHITECTS, INC.
20 N. WACKER DRIVE
SUITE 1500
CHICAGO, ILLINOIS 60606
TEL: (312) 795-1235
FAX: (312) 795-1250

DANIEL WEINBACH & PARTNERS, LTD.
Landscape Architects

MIDAMERICA
DEVELOPMENT PARTNERS LLC

PROJECT:
COMMERCIAL DEVELOPMENT
NORTHEAST CORNER OF LAKE COOK ROAD & WEILAND ROAD
WHEELING, ILLINOIS

DATE	DESCRIPTION
10/18/06	UPDATE PLAN
07/19/06	COORDINATE W/CE. DWG
07/11/06	SITE UPDATE
09/26/05	SITE UPDATE
08/18/05	CLARIFICATION
08/16/05	SITE MODIFICATION

PLANT LIST AND DETAILS

COPYRIGHT 2006 DANIEL WEINBACH & PARTNERS, LTD.
ALL DRAWN AND WRITTEN INFORMATION APPEARING HEREON SHALL NOT BE DUPLICATED, DISCLOSED OR OTHERWISE MISUSED WITHOUT WRITTEN CONSENT.

DRAWN BY:	CHECKED BY:
AA	WS

SHEET

L-2.0

JOB NO.	05-244

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 13.C
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING:	January 16, 2017
TITLE OF ITEM SUBMITTED:	Resolution Waiving Competitive Bids and Authorizing the Purchase of Four (4) Zoll X-Series Defibrillator/Monitors at a Cost not to exceed $110,102.65.
SUBMITTED BY:	Keith S. MacIsaac, Fire Chief
BASIC DESCRIPTION OF ITEM[1]:	Purchase of four (4) new defibrillator/monitors and the trading-in of four (4) obsolete defibrillator/monitors.
BUDGET[2]:	$185,000.00 (CERF, 2200-5707)
BIDDING[3]:	Waived
EXHIBIT(S) ATTACHED:	1. Memo – Fire Chief Keith MacIsaac (12/20/16) 2. Resolution 3. Letter of Sole Source – Zoll Medical Corporation (12/14/16) 4. Proposal
RECOMMENDATION:	Approve
SUBMITTED FOR BOARD CONSIDERATION:	Village Manager

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[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*
[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*
[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

To Regular Agenda

MEMO

DATE: December 20, 2016

TO: Jon Sfondilis, Village Manager

FROM: Keith MacIsaac, Fire Chief

CC: David Palmeri, Deputy Fire Chief
Nick Tomeczko, Firefighter/Paramedic – Medical Officer
File – Defibrillator/Monitors

SUBJECT: Purchase of Four (4) Zoll X Series Defibrillator/Monitors

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EXECUTIVE SUMMARY

Proposed purchase of four (4) defibrillator/monitors from Zoll Medical Corporation at a cost not to exceed $110,102.56. Three (3) of the Fire Department's current defibrillator/monitors are more than fifteen (15) years old and one (1) defibrillator/monitor is more than thirteen (13) years old. All of these units have reached the end of the service life and are no longer technically supported by the manufacturer. This purchase will replace the outdated units with current units meeting all current Food and Drug Administration (FDA) regulations and standards for cardiac care.

The Wheeling Fire Department currently carries cardiac defibrillator/monitors on all of its ambulances and front line engines. For more than twenty (20) years, the department has used cardiac defibrillator/monitors manufactured by Zoll Medical Corporation with extremely very positive results. The units manufactured by Zoll Medical Corporation are used extensively around the world and by the United States Military in combat field hospitals. As a result, these units have proven time and time again to be both very reliable and well suited for emergency medical services. Currently, three (3) of the department's Zoll defibrillator/monitors (M-Series) are more than fifteen (15) years old and another unit (E-Series) is more than thirteen (13) years old. All of these units have reached the end of their service life and are no longer supported by the manufacturer.

Over the past six (6) months, Firefighter/Paramedic Nicholas Tomeczko (Medical Officer) has been working with a number of area fire departments to create a mini-purchasing cooperative involving the latest generation of Zoll defibrillator/monitors (X-Series). This group, working with a regional representative from Zoll Medical Corporation, has negotiated extensive cost savings to all parties based upon an anticipated purchase of approximately twenty-five (25) units within the first quarter of 2017. Since defibrillator/monitors are classified as "medical devices", they are controlled by the Food and Drug Administration (FDA) and therefore, are sole source products. Having been able to leverage so many units at the same time has resulted in unusual cost savings to all involved purchasers. Therefore, I am recommending proceeding with the purchase of four (4) Zoll Medical Corporation X-Series defibrillator/monitors at a cost not to exceed $110,102.56; this represents a cost savings to the Village of Wheeling of $44,659.64 (28.0%) off the original pricing. In addition to the price discounts, the manufacturer has agreed to accept the obsolete units for recycling and provide the purchasers a $1,000.00 credit per unit traded-in. As a result, the Village of Wheeling will save an additional $4,000.00; which is already included in the not to exceed amount requested.

There is $185,000.00 currently budgeted for this project in the Capital Equipment Replacement Fund (CERF, 2200-5707). As a result, final pricing is $74,897.44 under budget (40.48%). If this meets with your approval, I

have attached the necessary resolution authorizing the purchase of the defibrillator/monitors at a cost not to exceed $110,102.56. I would like this referred the Village Board at their January 16, 2017 meeting. If you should have any questions, please feel free to contact me at ext. 2665.

Negotiated Cost Savings (Per Unit)

DESCRIPTION	UNIT COST	DISCOUNTED COST
Base X-Series Defibrillator/Monitor	$37,275.00	$26,838.00
SpO2 Cable	$295.00	$212.40
6 Hour Smart Battery	$495.00	$356.40
SurePower Charger/Adapter	$295.00	$212.40
Cuff Kit (Adult)	$157.50	$113.40
Cable Sleeve	$49.95	$35.96
Filterline Set (Adult/Pediatric)	$275.00	$198.00
Capnography O2 Tubing	$355.00	$255.60
ECG Paper (6 Roll/Pack)	$24.00	$17.28
CPR Stat-Padz (Electrodes)(Adults)	$560.00	$403.20
Pedi-Padz (Electrodes)(Pediatric)	$95.00	$68.40
Total Cost (Per Unit)	***$39,876.45***	***$28,711.04***

- CERF Budget: $185,000.00
- Base Cost: $39,876.45/Unit x 4 Units = $159,505.80
- Negotiated Cost: $28,711.04/Unit x 4 Units = $114,844.16
- Trade-In: 4 Units x $1,000.00/Credit = -$4,000.00
- Final Price: $110,102.56 (*)

(*): final price reflects adjustments for multiple and/or single purchases of miscellaneous supply items within the total order. See formal quote for details.

To Regular Agenda

RESOLUTION NUMBER 17 – _____

RESOLUTION WAIVING COMPETITIVE BIDS AND AUTHORIZING THE PURCHASE OF FOUR (4) ZOLL X-SERIES DEFIBRILLATOR/MONITORS AT A COST NOT TO EXCEED $110,102.56.

WHEREAS, the Village of Wheeling has used defibrillator/monitors manufactured by Zoll Medical Corporation for more than twenty (20) years with extremely positive results; and

WHEREAS, four (4) current defibrillator/monitors are more than thirteen (13) years old and have reached the end of their service life; and

WHEREAS, through a regional cooperative effort, a proposal for four (4) replacement defibrillator/monitors has been received from Zoll Medical Corporation that is in the best interest of the Village of Wheeling; and

WHEREAS, due to defibrillator/monitors being classified as a medical device by the Federal Drug Administration (FDA) and can only be purchased directly from the medical device's manufacturer; and

WHEREAS, sufficient funding has been planned for and budgeted for the replacement of said defibrillator/monitors within the Village's Capital Equipment Replacement Fund (CERF).

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that the requirements of competitive bids is hereby waived and the Fire Department is hereby authorized to purchase four (4) X-Series defibrillator/monitors from Zoll Medical Corporation at a cost not to exceed $110,102.56. Furthermore, the Fire Department is hereby authorized to trade-in four (4) obsolete defibrillator/monitors to Zoll Medical Corporation for a credit of $1,000.00 each to be applied to the purchase of said new defibrillator/monitors.

Trustee _____ moved, seconded by Trustee _____

Resolution Number _____ be adopted.

President Argiris	_____	Trustee Papantos	_____
Trustee Brady	_____	Trustee Vito	_____
Trustee Krueger	_____	Trustee Vogel	_____
Trustee Lang	_____		

ADOPTED this _____ day of January 2017 by the Village President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk

ZOLL Medical Corporation

Worldwide Headquarters
269 Mill Road
Chelmsford, Massachusetts 01824-4105
U.S.A.

978 421-9655
978 421-0025 Main Fax

Dec 14, 2016

Chief Keith MacIsaac
Fire Chief
Wheeling Fire Dept
499 S Milwaukee Ave
Wheeling, IL 60090

Dear Chief MacIssac,

Thank you for your ongoing interest in ZOLL resuscitation products.

Your local ZOLL representative, Caroline Guibord, asked me to provide you with information relative to the X Series Defibrillator/Pacemaker/Monitor.

ZOLL Medical Corporation is the sole manufacturer of the X Series, the only device on the market that includes See-Thru-CPR technology which is designed to minimize stoppages in CPR. Further, all ZOLL defibrillators are manufactured with ZOLL's patented Rectilinear Biphasic Waveform, the only biphasic waveform cleared by the FDA as superior to monophasic waveforms.

In addition, ZOLL's EMS Division (represented in your area by Caroline) is the only sales organization authorized to offer the X Series to EMS Training Entities, Fire Departments and EMS Services due to our company's unique ability to provide the appropriate level of post-sale education, service, etc.

If you require further information, please feel free to contact me directly by calling (800) 242-9150 x 9735.

Best regards,

Blake A. Cerullo
Director of Marketing, EMS

TO: Wheeling Fire Department

499 South Milwaukee Avenue
Wheeling, IL 60090
Attn: **Nick Tomeczko**

email: ntomeczko@wheelingil.gov
Tel: 847-459-2662

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 229283 V:3

DATE: December 15, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
1	601-2221011-01	**X Series ® Manual Monitor/Defibrillator $14,995** with 4 trace tri-mode display monitor/ defibrillator/ printer, comes with Real CPR Help®, advisory algorithm, advanced communications package (Wi-Fi, Bluetooth, USB cellular modem capable) USB data transfer capable and large 6.5"(16.5cm) diagonal screen, full 12 ECG lead view with both dynamic and static 12-lead mode display. **Accessories Included:** • Six (6) foot 3- Lead ECG cable • MFC cable • MFC CPR connector • A/C power adapter/ battery charger • A/C power cord • One (1) roll printer paper • 6.6 Ah Li-ion battery • Carry case • Declaration of Conformity • Operator's Manual • Quick Reference Guide • **One (1)-year EMS warranty** **Advanced Options:** **Real CPR Help Expansion Pack $ 995** CPR Dashboard quantitive depth and rate in real time, release indicator, interruption timer, perfusion performance indicator (PPI) • See - Thru CPR artifact filtering **ZOLL Noninvasive Pacing Technology: $2,550**	4	$37,275.00	$26,838.00	$107,352.00 *

Page 1 Subtotal **$107,352.00**

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Caroline Guibord
EMS Territory Manager

TO: Wheeling Fire Department

499 South Milwaukee Avenue
Wheeling, IL 60090
Attn: **Nick Tomeczko**

email: ntomeczko@wheelingil.gov
Tel: 847-459-2662

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ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		Masimo Pulse Oximetry **SP02 $1,795** • Signal Extraction Technology (SET) • Rainbow SET **NIBP Welch Allyn includes: $3,495** • Smartcuff 10 foot Dual Lumen hose • SureBP Reusable Adult Medium Cuff **End Tidal Carbon Dioxide monitoring (ETCO2)** **Oridion Microstream Technology: $4,995** Order required Microstream tubing sets separately **Interpretative 12- Lead ECG: $8,450** • 12-Lead one step ECG cable- includes 4- Lead limb lead cable and removable precordial 6- Lead set				
2	8000-0330	**SpO2 Rainbow Reusable Patient Cable: Connects to LNCS Single Use and Reusable Sensors** (4 ft)	4	$295.00	$212.40	$849.60 *
3	8000-0580-01	**Six hour rechargeable Smart battery**	8	$495.00	$356.40	$2,851.20 *
4	8300-0250-01	**SurePower Charger Adapter**	4	$295.00	$212.40	$849.60 *
5	8000-0895	**Cuff Kit with Welch Allyn Small Adult, Large Adult and Thigh Cuffs**	4	$157.50	$113.40	$453.60 *

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Page 2 Subtotal **$112,356.00**

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2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.
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Caroline Guibord
EMS Territory Manager

To Regular Agenda

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TO: Wheeling Fire Department

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email: ntomeczko@wheelingil.gov
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QUOTATION 229283 V:3

DATE: December 15, 2016

TERMS: Net 30 Days

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FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE	
6	8000-002005-01	**Cable Sleeve, Propaq / X Series, ZOLL Blue**	4	$49.95	$35.96	$143.84	*
7	8300-0520-01	**Filterline Set Adult/Pediatric,** Case of 25	1	$275.00	$198.00	$198.00	*
8	8300-0524-01	**Smart CapnoLine Plus O2 Adult (O2 tubing),** Case of 25	1	$355.00	$255.60	$255.60	*
9	8000-000901-01	**ECG plain white paper- 80mm** (pack of 6 rolls)	4	$24.00	$17.28	$69.12	*
10	8900-0400	***CPR stat•padz*** HVP Multi-Function CPR Electrodes - 8 pair/case	2	$560.00	$403.20	$806.40	*
11	8900-0810-01	***pedi•padz® II* Pediatric Multi-Function Electrodes** - Designed for use with the AED Plus. The AED recognizes when pedi•padz II are connected and automatically proceeds with a pediatric ECG and adjusts energy to pediatric levels. Twenty four (24) month shelf-life. **One pair**.	4	$95.00	$68.40	$273.60	*
12	5001-9928	**ZOLL E Series w/Pacing, 12 lead + 3 parameters or more Trade-In**	1		($1,000.00)	($1,000.00)	**
13	4001-9934	**ZOLL M-Series Biphasic w/Pacing, 12 lead + 3 parameters or more (includes CCT) Trade-In**	3		($1,000.00)	($3,000.00)	**

Page 3 Subtotal **$110,102.56**

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

1. DELIVERY WILL BE MADE 60-90 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES QUOTED ARE VALID FOR 60 DAYS.
3. APPLICABLE TAX WILL BE ADDED AT THE TIME OF INVOICING.
4. ALL PURCHASE ORDERS ARE SUBJECT TO CREDIT APPROVAL BEFORE ACCEPTABLE BY ZOLL.
5. FAX PURCHASE ORDER AND QUOTATION TO ZOLL CUSTOMER SUPPORT AT 978-421-0015 OR EMAIL TO ESALES@ZOLL.COM.
6. ALL DISCOUNTS OFF LIST PRICE ARE CONTINGENT UPON PAYMENT WITHIN AGREED UPON TERMS.
7. PLACE YOUR ACCESSORY ORDERS ONLINE BY VISITING www.zollwebstore.com.

Caroline Guibord
EMS Territory Manager

TO: Wheeling Fire Department

499 South Milwaukee Avenue
Wheeling, IL 60090

Attn: **Nick Tomeczko**

email: ntomeczko@wheelingil.gov
Tel: 847-459-2662

ZOLL Medical Corporation
Worldwide HeadQuarters
269 Mill Rd
Chelmsford, Massachusetts 01824-4105
(978) 421-9655 Main
(800) 348-9011
(978) 421-0015 Customer Support
FEDERAL ID#: 04-2711626

QUOTATION 229283 V:3

DATE: December 15, 2016

TERMS: Net 30 Days

FOB: Shipping Point

FREIGHT: Free Freight

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	UNIT PRICE	DISC PRICE	TOTAL PRICE
		**Trade-In Value valid if all equipment purchased is in good operational and cosmetic condition, and includes all standard accessories. Customer assumes responsibility for shipping trade-in equipment to ZOLL Chelmsford within 60 days of receipt of new equipment. Customer agrees to pay cash value for trade-in equipment not shipped to ZOLL on a timely basis.				
		***Pricing valid with a signed execution of the Silver Cross Emergency Medical System's Pricing Contract. The initial order must be accompanied with a signed copy of the Silver Cross Emergency Medical System's Pricing Contract.**				

TOTAL **$110,102.56**

This quote is made subject to ZOLL's standard commercial terms and conditions (ZOLL T's + C's) which accompany this quote. Any purchase order (P.O.) issued in response to this quotation will be deemed to incorporate ZOLL T's + C's. Any modification of the ZOLL T's + C's must be set forth or referenced in the customer's P.O. No commercial terms or conditions shall apply to the sale of goods or services governed by this quote and the customer's P.O unless set forth in or referenced by either document.

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Caroline Guibord
EMS Territory Manager

To Regular Agenda

ZOLL QUOTATION GENERAL TERMS & CONDITIONS

1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be so limited to this Quotation notwithstanding (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation or (ii) receipt or acknowledgement by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale made pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract" the terms and conditions of which are expressly limited to the provisions of this Quotation including these Terms and Conditions. No waiver change or modification of any of the provisions of this Quotation or the Contract shall be binding on ZOLL Medical Corporation unless such waiver, change or modification (i) is made in writing (ii) expressly states that it is a waiver, change or modification of this Quotation or the Contract and (iii) is signed by an authorized representative of ZOLL Medical Corporation.

2. DELIVERY AND RISK OF LOSS. Unless otherwise stated, all deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the Equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

3. TERMS OF PAYMENT. Unless otherwise stated in its Quotation payment by Customer is due thirty (30) days after the ship date appearing on ZOLL Medical Corporation invoice. Any amounts payable hereunder which remain unpaid after the date shall be subject to a late charge equal to 1.5% per month from the due date until such amount is paid.

4. CREDIT APPROVAL. All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

5. TAXES & FEES. The pricing quoted in its Quotation do not include sales use, excise, or other similar taxes or any duties or customs charges, or any order processing fees. The Customer shall pay in addition for the prices quoted the amount of any present or future sales, excise or other similar tax or customs duty or charge applicable to the sale or use of the Equipment sold hereunder (except any tax based on the net income of ZOLL Medical Corporation), and any order processing fees that ZOLL may apply from time to time. In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

6. WARRANTY. (a) ZOLL Medical Corporation warrants to the Customer that from the earlier of the date of installation or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for ninety (90) days from the date of shipment. During such period ZOLL Medical Corporation will at no charge to the Customer either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment caused by or attributable to (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation: (ii) the use of the Equipment with any associated or complementary equipment accessory or software not specified by ZOLL Medical Corporation, or (iii) any misuse or abuse of the Equipment: (iv) exposure of the Equipment to conditions beyond the environmental, power or operating constraints specified by ZOLL Medical Corporation, or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) Warranty does not cover items subject to normal wear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embodied in read-only memory known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. SOFTWARE LICENSE. (a) All software (the "Software" which term shall include firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth, (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein, (c) All rights in the Software remain the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with terms of this quotation, (e) Customer may transfer the license conferred hereby only in connection with a transfer of the Equipment and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(f), ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software. This License applies only to ZOLL Medical Corporation Software.

8. DELAYS IN DELIVERY. ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of the ZOLL Medical Corporation including, but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation or any other cause beyond the control of ZOLL Medical Corporation. In addition ZOLL Medical Corporation shall not be liable for any delay in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in this Quotation are approximate only and ZOLL Medical Corporation shall not be liable for or shall the Contract be breached by, any delivery by ZOLL Medical Corporation within a reasonable time after such dates.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATIONS PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HERETO, WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION OR OTHERWISE.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement consists only in the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts, (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but it shall not be responsible for any settlement made without its written consent.

Section 10 states ZOLL Medical Corporation's total responsibility and liability's, and the Customer's sole remedy for any actual or alleged infringement of any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) day period, the shipment shall be conclusively deemed to have been complete.

12. RETURNS AND CANCELLATION. (a) The Customer shall obtain authorization from ZOLL Medical Corporation prior to returning any of the Equipment. (b) The Customer receives authorization from ZOLL Medical Corporation to return a product for credit, the Customer shall be subject to a restocking charge of twenty percent (20%) of the original list purchase price, but not less than $50.00 per product. (c) Any such change in delivery caused by the Customer that causes a delivery date greater than six (6) months from the Customer's original order date shall constitute a new order for the affected Equipment in determining the appropriate list price.

13. APPLICABLE LAW. This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

14. COMPLIANCE WITH LAWS. (a) ZOLL Medical Corporation represents that all goods and services delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Corporation may decline to make further shipments or render any further warranty or other services without in any way affecting its right under such order. If despite any default by Customer, ZOLL Medical Corporation elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Corporation's legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Corporation.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Title to right of possession of the products sold hereunder shall remain with ZOLL Medical Corporation until ZOLL Medical Corporation delivers the Equipment to the carrier and agrees to do all acts necessary to perfect and maintain such right and title in ZOLL Medical Corporation. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Corporation the right, without liability to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. EQUAL EMPLOYMENT OPPORTUNITY / AFFIRMATIVE ACTION.

VETERAN'S EMPLOYMENT - If this order is subject to Executive Order 11710 and the rules, regulations, or orders of the Secretary of Labor issued thereunder the contract clause as set forth at 41 CFR 60-250.4 is hereby included as part of this order.

EMPLOYMENT OF HANDICAPPED - if this order is subject to Section 503 of the Rehabilitation Act of 1973, as amended and the rules, regulations or orders of the Secretary of Labor as issued thereunder, the contract clause at 41 CFR 60-741.7 is hereby included as part of this order.

EQUAL OPPORTUNITY EMPLOYMENT - if this order is subject to the provisions of Executive Order 11246, as amended, and the rules, regulations or orders of the Secretary of Labor issued thereunder, the contract clause set forth at 41 CFR 60-1.4 (a) and 60-1.4 (b) are hereby included as a part of this order and Seller agrees to comply with the reporting requirements set forth at 41 CFR 60-1.7 and the affirmative action compliance program requirements set forth as 41 CFR 60-1.40.

19. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

20. GENERAL. Any Contract resulting from this Quotation shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. This constitutes the entire agreement between Buyer and Supplier with respect to the purchase and sale of the Products described in the face hereof, and only representations or statements contained herein shall be binding upon Supplier as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant hereto shall not be relevant to determine the meaning of this writing even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity for objection. No addition to or modification of any of the terms and conditions specified herein shall be binding upon Supplier unless made in writing and signed by a duly authorized representative of Supplier. The terms and conditions specified shall prevail notwithstanding any variance from the terms and conditions of any order or other form submitted by Buyer for the Products set forth on the face of this Agreement. To the extent that this writing may be treated as an acceptance of Buyer's prior offer, such acceptance is expressly made conditional on assent by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer to the terms hereof, and, without limitation, acceptance of the goods by Buyer shall constitute such assent. All cancellations and reschedules require a minimum of thirty (30) days notice.

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 13.D
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING: January 16, 2017

TITLE OF ITEM SUBMITTED: Resolution waiving competitive bidding and authorizing the acceptance of the State of Illinois Contract with Dell Technologies Corporation for the purchase of computer servers and data storage equipment at a cost not to exceed $418,181.42

SUBMITTED BY: Luca Ursan, Director of Information Technology

BASIC DESCRIPTION OF ITEM[1]: Request for the purchase of various computer servers and network data storage devices made by Dell, needed to replace old equipment that has reached the end of support status and is no longer supported or serviced by the manufacturer.

BUDGET[2]: Included in 2017 approved budget

BIDDING[3]: N/A

EXHIBIT(S) ATTACHED: Staff Memo, Resolution, Dell proposal for Dell Servers and Data Storage Equipment, State of Illinois Joint Purchasing Contract for Dell servers and equipment

RECOMMENDATION: Approval

SUBMITTED FOR BOARD CONSIDERATION: **VILLAGE MANAGER**

---

[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

To Regular Agenda

VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

TO: Jon A Sfondilis, Village Manager

FROM: Luca Ursan, Director of Information Technology

DATE: January 12, 2017

SUBJECT: Purchase of Dell Computing Equipment

EXECUTIVE SUMMARY

Request for the purchase of various computer servers and data storage equipment made by Dell needed to replace old equipment purchased in 2008 that has reached the end of support status and is no longer supported or serviced by the manufacturer.

This is a request for the purchase of Dell computing gear needed to replace various components of the Village's current computer network which are outdated and no longer supported by the manufacturer. The Village of Wheeling's core computing infrastructure used in data centers at all facilities is entirely comprised of Dell equipment. These Dell systems serve the Village in various respects, from providing electronic storage for all of the Village's data files to housing the Village's Enterprise Resource Planning (ERP) system, along with many other department-specific database applications.

Dell is an industry leader known for providing efficient and robust solutions for computer servers and data storage equipment used in data center environments. The proposed list of new equipment will primarily replace items that were purchased in 2008 during the preparation for the opening of the new Village Hall facility. It will also replace servers and components included in data centers at the Police Department, Fire Department, and Public Works. The current devices have served the Village well over the years, but unfortunately have reached the end of their support life as predicted by Dell. This old equipment is no longer serviced or supported by Dell, thus the need for the replacements.

The Information Technology (IT) staff has done substantial research and found that it is in the best interest of the Village of Wheeling to accept the State of Illinois contract with Dell for servers and related data center equipment. The State contract's buying power offers 30% discounts which would not be achievable through a separate bidding process of our own. It is highly recommended that we take advantage of the State contract discount rates and pursue this purchase from Dell.

To Regular Agenda

In addition to the State contract discounts, the IT staff was able to negotiate further discounts on some of the proposed equipment. Dell's fiscal year ends on January 31st, and in order to move their inventory with an attempt to meet their end-of-year sale quotas, they have offered the Village very generous discounts on the data storage equipment. In the attached proposal you'll notice the quotes for the data storage arrays showing some very deep discounts, in some cases exceeding 65% off. This is simply a perfect timing circumstance, and it is highly recommended that the Village take advantage of a very rare and favorable opportunity.

The 2017 approved budget includes funding in the Capital Equipment Replacement Fund (CERF) for this purchase and the cost will be $418,181.42 (per attached Dell proposal). Please include the attached resolution on the agenda for the January 16, 2017 Village Board Meeting.

If you have any questions or concerns regarding this matter, please let me know.

Respectfully submitted by,

Luca Ursan

Luca Ursan

To Regular Agenda

RESOLUTION NO. 17-_____

A RESOLUTION WAIVING COMPETITIVE BIDDING AND AUTHORIZING THE ACCEPTANCE OF THE STATE OF ILLINOIS CONTRACT WITH DELL TECHNOLOGIES CORPORATION FOR THE PURCHASE OF COMPUTER SERVERS AND DATA STORAGE EQUIPMENT AT A COST NOT TO EXCEED $418,181.42

WHEREAS, the State of Illinois has solicited bids and awarded a contract to Dell Technologies Corporation for computer servers and related equipment which meet the Village of Wheeling specifications; and

WHEREAS, the State of Illinois encourages municipalities to participate in their equipment and services contracts to take advantage of favorable bid prices due to the combined purchasing power of all state and local government agencies; and

WHEREAS, the Village of Wheeling deems it to be in its best interest to participate in the State's Contract # CMS2583920 for the purchase of Computer Servers and Data Storage Equipment as awarded to Dell Technologies Corporation, for the ongoing operation and maintenance of the Village of Wheeling's technology infrastructure covering all Village of Wheeling municipal facilities.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, that competitive bidding is waived, the State of Illinois Contract #CMS2583920 is accepted, and the Village Manager is hereby authorized to issue a purchase order to the awarded state contract bidder, Dell Technologies Corporation, for the purchase of Computer Servers and Data Storage Equipment, at a cost not to exceed $418,181.42.

Trustee _____ moved, seconded by Trustee _____

that Resolution No. **17-**_____ be adopted.

Trustee Brady _____ Trustee Krueger _____

Trustee Lang _____ Trustee Papantos _____

Trustee Vito _____ Trustee Vogel _____

President Argiris _____

Adopted this _____ day of _____, 2017, by the President and Board of Trustees of the Village of Wheeling, Illinois.

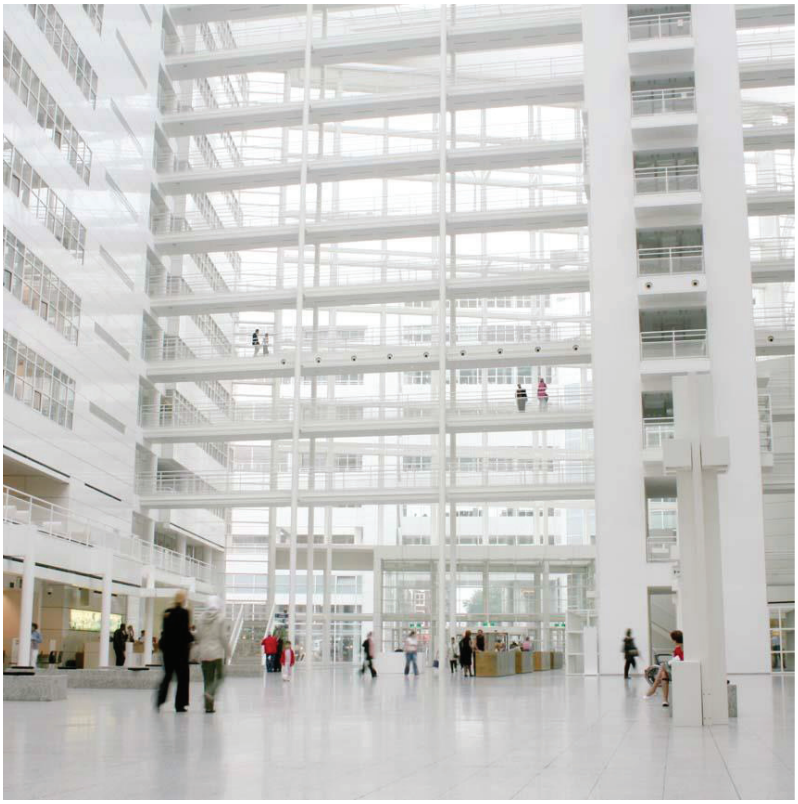
ATTEST:

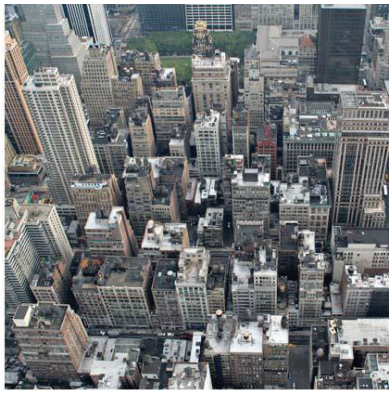
_____
Dean S. Argiris
Village President

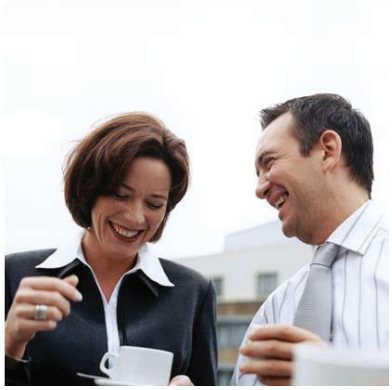
_____
Elaine E. Simpson
Village Clerk

To Regular Agenda

Infrastructure Modernization
Solution Framework
for
The Village of Wheeling







To Regular Agenda

One Dell Way
Round Rock
TX 78682, USA

www.dell.com

Wednesday, December 28th, 2016

Mr. Luca Ursan
IT Director
Village of Wheeling
Wheeling, IL 60090

Dear Mr. Ursan:

Dell EMC is pleased to submit the following proposal for your consideration. We believe this enterprise-class technology infrastructure modernization solution will satisfy the Village of Wheeling's compute and storage needs and requirements. Our proposed solution offers unique advantages based on highly efficient virtualized Dell converged FX2 technology and SC Series storage. Leveraging our patented, built-in automated tiering intelligence, the Dell solution architecture delivers significant efficiency, and is designed with "shared nothing" architecture to provide 99.999% availability.

Dell EMC is dedicated to delivering superior flexibility, scalability, and cost effectiveness. Our products, services and support model ensure the reliability and consistency to deliver the operational excellence required to meet the Village's needs.

At Dell, we have a clear and compelling point of view on the state of compute and data storage and how organizations can keep pace as technology needs evolve. We have the products, solutions and support that make our vision a reality and we have customers with real-world results where our architecture has made an impact in their data centers.

Wrapped around our SC Series storage is our Copilot Technical Support. Copilot Support is US based with Support and Engineering located in the same facility. This allows for constant communication and quick problem resolution. Copilot Support has a 96% customer satisfaction rate. This number is based on direct feed-back from our customers via post-incident surveys.

Our team looks forward to working with you on this project. Should you have any questions regarding our proposed solution, please contact me at (630) 210-6291 or by email at Mark.Friedman@Dell.com.
Thank you for the opportunity to earn your business,

Sincerely,

Mark Friedman

Mr Mark Friedman
Account Executive
Dell Inc.

To Regular Agenda

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To Regular Agenda

Executive Summary

Key Requirements

- Dell's solution is designed to align to the Village's key requirements, including providing:
  - A consistent high level of performance
  - Continued stability and integration with the existing IT environment
  - A non-disruptive transition to modernized compute and storage infrastructure
  - Ability to leverage existing infrastructure investments
  - In-depth granular reporting on resource consumption and performance analysis

Dell Solution Framework

- Dell's solution includes the following components:
  - Dell FX2 compute chassis, networking and SC4020 storage arrays at each of the four sites
  - Dell-led Professional Services implementation of new infrastructure and non-disruptive migration of 7TB of existing data to new Village Hall infrastructure
  - Instructor-led Administrator Training

To Regular Agenda

Proposed Solution

Dell EMC Solution Specifications:

Solution pricing includes the following:

Compute Platform

- Dell FX2 modular compute chassis
- Dell PowerEdge 13G FC630 FX2 servers with VMware licensing
- Dell PowerEdge R530 rack servers

Storage Hardware:

- Clustered SC4020 storage arrays
- 10GbE iSCSI connectivity
- Optimized combinations of flash and traditional SAS disk technology

Storage Software

- Storage Center Core
- Data Progression
- Fast Track
- IP-based replication software

Enterprise Manager

Copilot Support:

- Three years of 24x7x365 4-hour Priority on-site support
- Health Check service for Village Hall storage environment

Installation Services:

- Dell-led Installation & Configuration across all four sties
- Dell-led data migration for Village Hall environment (7TB)

Administrator Training:

- Online, self-paced training sessions

Upgrade to existing m1000e:

- Mid-plane hardware
- MXL switching
- Dell-led implementation

To Regular Agenda

Dell PowerEdge FX2

Dell FX2 Compute Platform

Scale workloads quickly, as needed, adding resources incrementally without the expense and inefficiency of overprovisioning. The groundbreaking FX architecture combines efficient management with flexible data center building blocks to optimize for both modern and legacy workloads. These blocks include:

- 4-socket, 2-socket and 1-socket server and microserver modules
- High-capacity direct-attached storage modules
- Flexible networking IO modules

Components

Meet the demands of a mobile, data-analytics heavy, cloud-driven era with more choice and less complexity. Optimize your data center for both modern and legacy workloads with the PowerEdge FX modular architecture, combining efficient management with flexible IT building blocks of servers, storage and networking to ensure high productivity and service delivery

PowerEdge FC630

The FC630 is a half-width, 1U server block with powerful processors and a large memory footprint ideal for hosting virtualization environments or running business intelligence applications, databases and private clouds. It features:

- Two 22-core Intel® Xeon® E5-2600 v4 processors (up to 176 cores per FX2)
- Up to 24 memory DIMMs (up to 96 DIMMs per FX2)
- Two 2.5" HDDs or up to eight 1.8" SSDs
- Support for up to two Express Flash NVMe PCIe SSDs
- Dual- and quad-port 10Gb and quad-port 1Gb Select Network Adapter (SNA)
- Access to two PCIe expansion slots in the FX2 chassis

To Regular Agenda

SC Series Hardware

Dell SC Series Storage Center

Enterprise storage for Server Virtualizion

The Dell SC Series Storage Center SAN is an all-in-one storage array that allows organizations to actively manage data at a highly granular level using built-in intelligence and automation. With its Fluid Data architecture, Storage Center always puts data in the right place at the right time for the right cost. This ultra-efficient, easy-to-manage storage solution optimizes drive utilization, dynamically moves data between storage tiers and RAID levels continuously protects data against downtime and disaster, scales on demand, and quickly adapts to ever-changing business needs. Storage Center enables organizations to cut the time, cost and risk of managing enterprise storage—today and in the future.

Scale on a persistent, open, agile platform

Storage Center is built on a flexible, persistent hardware platform that dynamically scales to meet business requirements. Unlike systems that require you to rip and replace technology as your business needs change, Storage Center supports the continual adoption of new technologies as you grow. You can easily mix and match drive technologies and build a unified storage solution without ever worrying about a forklift upgrade.

Dell SC Series SC4020 Storage Center Controller

Enhance your storage efficiency, performance and scalability with the Dell SC Series SC4020 Storage Center Controller that can help lower the total cost of ownership. A Storage Center SAN built with an SC4020 controller is an all-in-one storage array that allows organizations to actively manage data at a highly granular level using built-in intelligence and automation with Storage Center array software. This ultra-efficient, easy-to-manage storage solution optimizes drive utilization, dynamically.

Help control data center operating expenses with Dell-driven efficiency, quality and durability. The SC4020 is a Storage Center controller built on the Dell PowerEdge server platform with a custom configuration to support the needs of an enterprise datacenter. The SC4020 offers high density, exceptional processing power, excellent memory, and fast PCIe Gen3 IO bus. Dynamically scale to meet business requirements with the flexible, persistent SC4020 hardware platform.

Enhance efficiency with resilient hardware

The SC4020 is a 2U rack chassis with four-core, 2.5GHz Intel® Xeon® E3-1265 processors. It can support full high- availability and failover capabilities with a dual controller system and provides enhanced diagnostics capability with the Integrated Dell Remote Access Controller (iDRAC).

The SC4020 offers exceptional power efficiency with dual redundant 80 PLUS® Platinum rated hot-swappable, low wattage power supplies and has six redundant hot-plug fans. Using Fresh Air technology, the SC04020 can operate at higher temperatures or even chiller-free environments to help reduce datacenter costs.

Providing up to five nines of availability (99.999% availability), Storage Center keeps critical customer data at the ready. Combining resilient hardware and software with world-class Copilot Support helps enterprises realize the continuous data availability critical to their success.

To Regular Agenda

Scale on a persistent, open, agile platform

A Storage Center SAN built with the SC4020 scales up to 192 SAS drives per dual controller system and can scale-out to multiple systems across multiple sites, monitored by a single console. It can support simultaneous iSCSI, Fibre Channel (FC) and Fibre Channel over Ethernet (FCoE) front-end interconnects to provide flexibility in your datacenter.

Unlike systems that require you to rip and replace technology as your business needs change, the SC Series Storage Center supports the continual adoption of new technologies as you grow. You can easily mix and match multiple SSD and spinning drive technologies, upgrade storage array firmware and build a unified storage solution. This allows you to use any combination of industry-standard technology at any time, and you can add capacity or make configuration changes without downtime or disruption. Incorporating the latest datacenter technologies is as simple as plugging in new components on the fly. Storage Center adjusts automatically, restriping data across all drives and updating the in-flight use characteristics.

To Regular Agenda

Product Configurations

Internal Storage
24 x 2.5" drive bays

Supported expansion enclosures
Dell SC200: 12 x 3.5" drive bays
Dell SC220: 24 x 2.5" drive bays
Dell SC280: 84 x 3.5" drive bays

Maximum drive count
192 (24 internal, plus 168 external)

Total storage capacity
1.054PB, more in federated systems[1]

Supported drive types
HDD: 15K, 10K, 7.2K RPM; SSD: write-intensive and read-intensive drives in SLC, MLC and TLC formats. Drive types can be mixed in the same system.

Controllers
2 hot-swappable controller modules per SC4020 chassis

Processor
Intel® Xeon® Processor E3-1265L v2, 2.50GHz, 4 cores

Memory
32GB per SC4020 array (16GB per controller)

Network/server connectivity (front-end)
Fibre Channel model: 8 x 8Gb FC ports per SC4020 array (4 per controller) or 4 x 16Gb FC ports per SC4020 array (2 per controller); simultaneous multiprotocol support available with optional upgrade to firmware v6.6. Management/Replication ports may also provide two ports of front-end iSCSI network I/O per controller.
iSCSI model: 4 x 10Gb iSCSI ports per SC4020 array (2 per controller); additional iSCSI network connectivity available with optional upgrade to firmware v6.6. Management/Replication ports may also provide two more ports of front-end iSCSI per controller.
Internal drive connectivity (back-end)
4 x 6Gb SAS ports per SC4020 array (2 per controller)

NAS deployment connectivity (optional)
Supports file-based storage via FS8600 NAS appliance

To Regular Agenda

Flash Storage Value

Flash storage can deliver the biggest performance boost to the applications that run highly transactional, I/O-intensive workloads with random read-intensive or write-intensive I/O, including OLTP, Data Warehousing and VDI. In these workloads, flash storage can support business-accelerating projects by bringing new levels of real-time responsiveness.

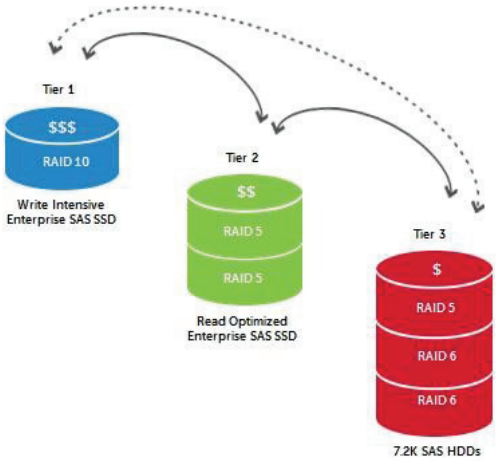
In addition to supporting the initiatives designed to accelerate business, increasing operational efficiencies is another major benefit of flash. Since a flash storage solution needs less hardware than a traditional storage platform for the same workload, enterprises can minimize the data center footprint. Less hardware also means lower power consumption and cooling, lower software license and support costs, and an overall reduction of operational expenses. Finally, a smaller system with fewer disks is simpler to manage, may be less prone to outages and downtime and requires less administration, further reducing operational expenses.

With its recent enhancements, the Dell/SC Series array, Dell's, enterprise-class, unified block and file storage platform, changes the economics of flash storage and opens up the use of flash to a broader set of deployments at a more accessible price point. Continuing the evolution of the SC Series platform, Dell leveraged flash, storage tiering and dense storage technology advancements to drive down costs of storage while boosting performance of the applications:

Dell/SC Series Storage Center (SC) extends tiering to multiple flash drive types, combining it with enhancements in Data Progression, to deliver the best application performance at the lowest possible cost.

A flash enclosure, designed to be used for all-flash and hybrid-flash arrays, supports multi-tiering of flash between new higher capacity and lower cost read-intensive multi-level-cell (MLC) SSDs, and write-intensive single-level-cell (SLC) SSDs, and to traditional rotating drives.

Dell/SC Series Data Progression



In SC Series, Data Progression was optimized for flash drives, automating the process of matching the workload with the most advantageous storage media. The incoming data writes are written to the SSDs in Tier 1 for fast access and high endurance. The reads are identified and automatically moved to less expensive, larger capacity drives, keeping Tier 1 free for new incoming writes. Cold and non-performance datais migrated to less expensive rotating disk in Tier 3 which is optimized for large capacity, lowest $/GB. Taking advantage of the best attributes of SSD and and capacity-optimized spinning drives, performance is optimized with price for the most advantageous total cost of ownership (TCO).

To Regular Agenda

SC Series Software

Drive Virtualization

- Manage Drives as a single pool and present drive resources to any server. Dell SC Series Storage virtualizes enterprise storage at the disk level, creating a dynamic pool of storage resources shared by all servers. Because read/write operations are spread across all available drives, multiple requests are processed in parallel, boosting system performance.

Perpetual Licensing

- As Dell SC Series systems scale beyond 96 drives (10 Software Expansions), additional drives no longer require expansion licenses. As a result, there are no incremental software license costs for adding drive 97 and beyond to the system. In the event of a controller upgrade, the existing software licenses follow the hardware upgrade so that no new licenses are required, as a result of the controller upgrade.

Port Virtualization

- Increase port capacity, drive bandwidth, and I/O connectivity while enhancing failover

Drive Optimizer

- Intelligently restripe data as drives are added to optimize performance

Application optimizer

- Set the size of data transfers within the SAN to match I/O performance for different applications

Copy Mirror Migrate

- Make copies or mirrors and migrate volumes without impacting users

Heterogeneous OS

- Support any number of simultaneous operating systems

LUN Masking

- Hide unassigned LUN/ID numbers for secure storage domains

Phone Home Remote Monitoring

- Remotely report status and automatically trigger service responses

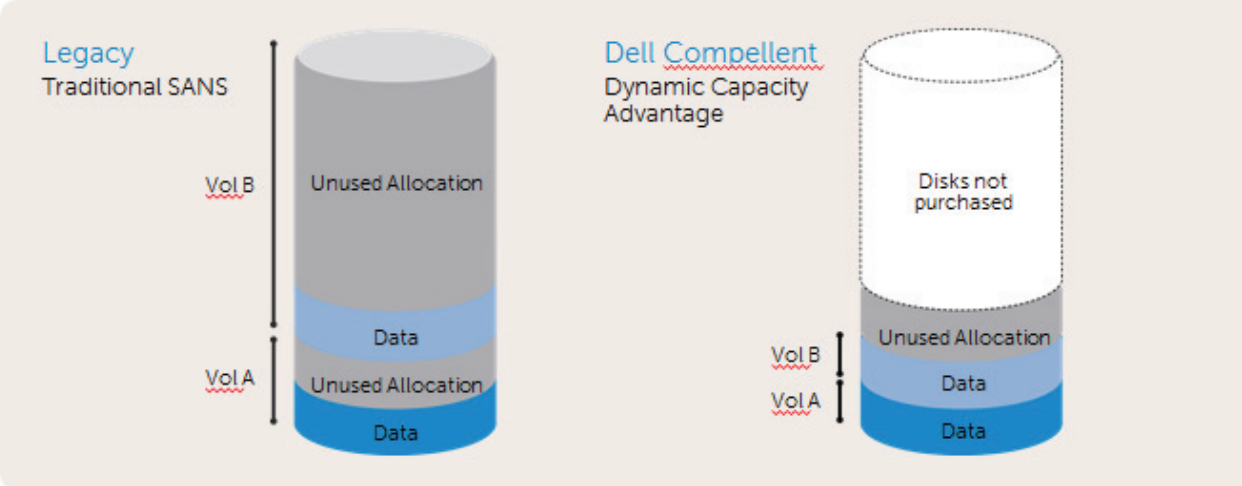
To Regular Agenda

Dynamic Capacity

Dell Series Thin Provisioning, (Dynamic Capacity), delivers the highest storage utilization possible by eliminating allocated but unused capacity. Dynamic Capacity completely separates storage allocation from utilization, enabling users to allocate any size virtual volume upfront, yet only consume physical disk space when data is written. Thin Write technology assesses the incoming payload against the current state of the storage pool, and then allocates space accordingly.

Optimize Disk Utilization with Dynamic Capacity:

- Eliminate the pre-allocated but unused disk capacity inherent to traditional network storage systems
- Expand volumes online and add capacity to accommodate change without disruption or downtime
- Support for standards-based space reclamation (T10 unmap)
- Free Space Recovery to reclaim disk space in Windows® environments
- Automate storage consumption monitoring and trend analysis with capacity threshold alerts and history reports
- Reduce the capacity needed to store existing data up to 40 percent when migrating to Dell SC Series



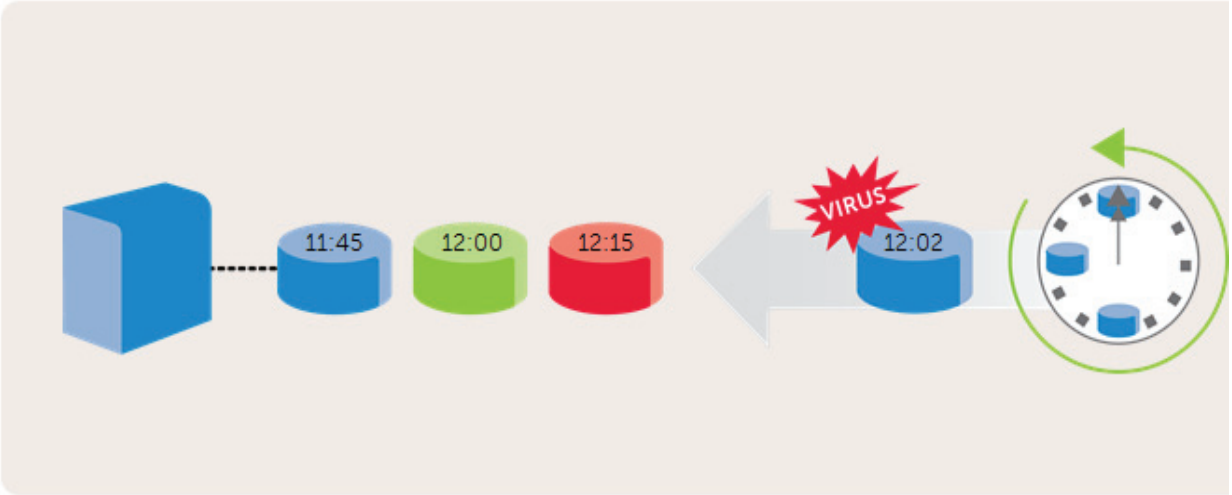
Snapshots

Dell SC Series delivers continuous data protection using space-efficient snapshots (Data Instant Replay). With Data Instant Replay once a base snapshot of a volume is taken, only incremental changes in data need to be captured. This not only saves disk space, but speeds local recovery of lost or deleted files. A high number of Replays can be scheduled in short intervals for recovery to a previously known state.

Protect Data Efficiently with Data Instant Replay:

- Create frequent Replays (continuous snapshots) at any time interval using negligible disk capacity and system overhead
- Space Efficient Freeze Pointers
- Recover volumes to a server in seconds for continuous data protection in the event of disruption
- Ensure production data integrity by using Consistency Groups to take simultaneous snapshots of application data spanning multiple volumes
- Roll back to a previously known state using a simple point-and-click interface

To Regular Agenda



Thin Import

Thin Import provides a simple way to migrate data from an existing storage system and immediately see the benefits of Dell SC Series's Thin Provisioning. Automatically converting wasted capacity into thin provisioned volumes dramatically improves utilization, cuts costs and reduces power and cooling requirements.

- Allows you to need fewer drives when importing data from a legacy system
- Eliminate the wasted space required by legacy systems that don't support thin provisioned volumes
- Convert legacy thick provisioned volumes to thin provisioned volumes when migrating to Dell SC Series

Dell Storage Manager (fka Enterprise Manager)

Enterprise Manager delivers powerful storage resource management providing comprehensive monitoring and management of all local and remote Dell SC Series systems. You can gain instant visibility and control of storage resources enterprise-wide to streamline administration and reduce operational costs. Configure and verify remote replication processes, monitor storage capacity and drive utilization in real time, and generate comprehensive storage usage and performance reports–all from a single pane of glass.

Enterprise Manager simplifies disaster recovery with remote replication setup in as few as six clicks. This streamlined replication management also allows recovery from disaster in just seconds with a single-click disaster declaration. Using Enterprise Manager, you can easily and accurately estimate bandwidth requirements upfront based on actual data. Advanced bandwidth-shaping algorithms allow you to utilize the lowest bandwidth required while maintaining optimal performance.

Discovery

- Manual identification of all local and remote Storage Center systems from a single console
- At-a-glance, comparable views of current aggregate capacity statistics and overall storage resource objects for all Storage Center systems
- Customizable statistic and resource object selection views for storage comparison across all Storage Center systems

To Regular Agenda

Capacity Management

- Display overall and detailed views of current and historical capacity utilization and storage resource objects for a specific Storage Center system
- Display current and historical allocation of disk storage by tier of storage and RAID level
- Display current and historical consumption of storage specific to volumes or servers Performance

Management

- Display I/O utilization for the Storage Center controller, disks, volumes, local ports or servers over time
- View CPU and memory utilization for each Storage Center system over time Reporting and Data Export
- Out-of-the-box reports that provide storage management information to IT and business managers, including summaries for capacity, utilization, replications, and events.
- Automatically e-mail reports daily, weekly, and/or monthly.
- Export report data into Comma Separated Values (CSV) files, and many other formats

Remote Replications

- Graphical topology of all local and remote Storage Center systems and associated bandwidth usage.
- View all replication and associated Replay status and attributes for all Storage Center systems.
- Display historical replication progress and I/O reports for replications over time.
- Point-and-click creation of multiple replications between Dell SC Series systems from a single console.
- Validate and recover data back to an original source system.
- Recover or move data to another target system.
- Activate data on the destination disaster recovery site system.

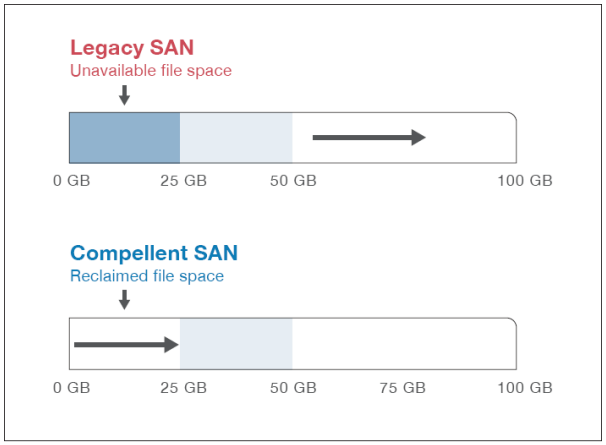
Event Management

View and manage alerts generated from all Storage Center systems View and manage log files from all Storage Center systems Utilities

Available with Enterprise Manager, Free Space Recovery operates with the Windows file system to identify and reclaim space that is no longer in use. In other SANs, after Windows files are deleted from a thin provisioned volume, the operating system will continue to report that the space is unavailable.

To Regular Agenda

- Free Space Recovery automatically reclaims this space over time.
- Seamlessly increase utilization with Windows file systems
- Intuitive interface allows for schedule-based recovery or an immediate recovery
- Automated management reduces administrative resources and includes notifications upon completion



Reclaim Available Space: *Improve utilization in Windows environments.*

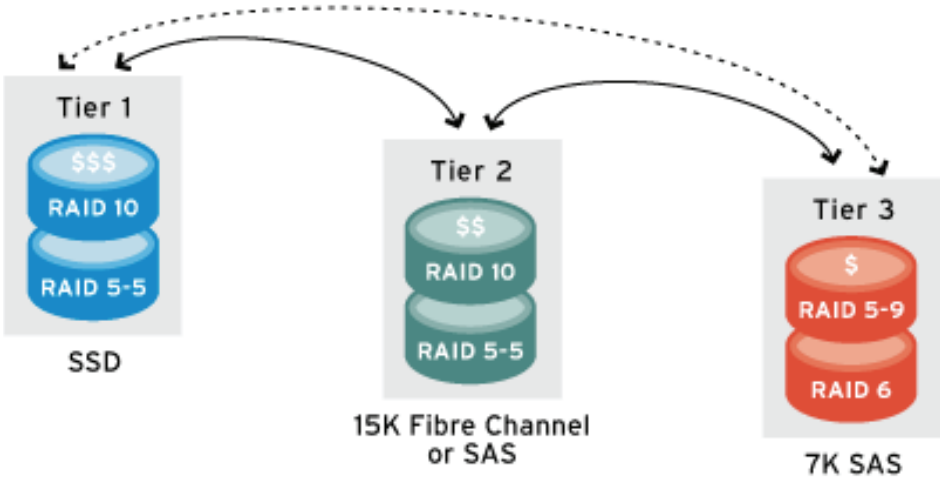
To Regular Agenda

Data Progression

Data Progression reduces overall storage costs by classifying and automatically moving data at the block-level between tiers of storage based on frequency of access. This complete Automated Tiered Storage solution eliminates time consuming data classification and the repetitive, manual transferring of data between tiers. Users can spend less and store more by storing inactive data on lower cost, high capacity drives. This significantly reduces administrative time by eliminate time-consuming manual data classification and data movement.

Data Progression is this simple. Pages that are not being accessed regularly are moved to a lower tier of storage. If the page starts being accessed frequently, it is automatically moved back up to the higher tier. It's clean, simple, elegant, useful, effective, and it works every time

- Automatic tiering based on user-configurable classification policies including technology, performance, RAID level and redundancy
- Fastest drives are placed in a higher tier, slower drives in a lower tier
- Stores the most active blocks on the highest-performance disk, while automatically placing less active blocks on lower-cost drives
- Blocks of data move both up and down tiers of storage for optimal placement over time based on their frequency of access
- Eliminate manual data classification and manual data movement between tiers
- Increase performance for new data by moving inactive data off high speed drives
- Reduce power and cooling costs by decreasing the number of physical spindles
- No Host agents or software of any kind needed



To Regular Agenda

Fast Track

Dell Fast Track software complements Data Progression technology by dynamically placing the most frequently accessed data on the fastest, or outer, tracks of each drive. Meanwhile, the least active blocks of data remain on the inner tracks of all drives. The result is ready access to frequently used data with fewer drives than conventional enterprise storage systems.

Optimize Data Placement with Fast Track:

- Leverage Thin Provisioning to write only actual data to the fastest tracks of each drive
- Reduce seek times for the most active blocks of data within each tier
- Operates inside the volume at the block-level
- Significantly reduce latency times
- Improve disk utilization
- Optimize performance on actual usage patterns
- Automatically maximize system performance from traditional drives

Replay Manager

Dell Storage Replay Manager is powerful snapshot consistency software that integrates with Microsoft Volume Shadow Copy Service (VSS) to ensure the integrity of Exchange Server, SQL Server and Hyper-V data. Replay Manager provides application-consistent snapshots while the application or virtual machine (VM) is running. The application-aware technology leverages Data Instant Replay which creates space-efficient snapshots for recovery of volumes to a server in seconds.

Protect Windows Server Applications and VMs with Replay Manager:

- Take application-consistent snapshots of Windows application data in physical or virtualized server environments without disruption
- Protect Windows application data and VMs without full-volume clones or taking applications offline
- Prevent business-critical data from being corrupted or skipped during the backup and recovery process
- Manage multiple instances of Replay Manager through a centralized interface spanning multiple servers and applications
- Provide advanced granular SQL Server database recovery by restoring a database and applying transaction logs
- Leverage Windows PowerShell cmdlet scripting to automate Replay Manager tasks

To Regular Agenda

CoPilot Technical Support

Your data is one of your organization's most valuable assets, which makes supporting and protecting the systems that store your data a high priority. According to hundreds of customers, supporting your storage infrastructure is something Dell™ SC Series™ does better for you. Dell SC Series Copilot Support™ goes beyond traditional support offerings by identifying and resolving problems before they happen. While your opinion is what counts, we're proud to mention that our support has received glowing recognition. In fact, Copilot Support was recently voted best support by Storage magazine, and InfoPro's independent survey of IT end users gave Copilot the industry's highest marks.

Identify and resolve issues before they become problems

With extensive storage knowledge and industry-leading support tools, Dell Copilot Support engineers provide prompt and exceptional technical support for customers—wherever they are, and whenever and however they need it. Our unique integrated Phone Home technology proactively monitors your Storage Center™ SAN and provides real-time event notification to you and your Copilot Support team. With this sophisticated tool, Copilot is able to review and gather data to provide system recommendations and proactively resolve issues before they become problems.

Get comprehensive support for your entire data center environment

No matter the issue, your Dell Copilot Support team takes ownership and drives resolution, quickly and efficiently, with no finger pointing involved. Copilot serves as a single point of contact for your entire Storage Center SAN infrastructure, working through issues with not only Dell SC Series hardware and software, but also third-party partner products to expedite resolution. Our added ability to now tap into the global scale and resources of Dell ensures seamless support and services for a wide range of data center hardware and software products.

Whether you need call center support, on-site support or quick delivery of replacement parts, Copilot Support has you covered. Dell SC Series-certified technicians and sparing partners are strategically located worldwide to ensure prompt on-site support and delivery of replacement parts. Choose from a robust portfolio of Copilot Support options to best meet your needs.

Realize unmatched value in technical support

Copilot Support is the most cost-effective way to add Dell SC Series expertise to your staff. You always have someone monitoring your data to ensure continuous availability. In fact, on a given day, the Copilot team makes twice as many outbound customer calls as they receive incoming customer calls. Plus, every call is handled personally by a highly trained support engineer. With Dell SC Series, perpetual software licensing provides added value by ensuring you automatically receive the latest releases, updates and patches. Also, Fluid Data storage isn't tied to any particular hardware model or platform, so all software licenses transfer from one series controller to another during upgrades.

A request can be escalated at any time via the Support Manager on duty. Dell Storage has a critical situation team dedicated to resolving the most critical issues which impact performance.

To Regular Agenda

SC Series Administration Training

Dell SC Series Training Our Administration and Management and Advanced Instructor-led courses are designed to help you understand how to manage and maintain your Storage Center on an ongoing basis to ensure efficient utilization and continuous availability. These courses are led by our knowledgeable storage experts who will guide you through hands-on exercises to ensure you gain the necessary skills to maximize your Storage Center performance.

The Dell SC Series Administrator Training Pack includes online, self-paced sessions to jump start the Storage Administrator on managing the Dell SC Series Storage Center. The 4 day Instructor led course which includes a combination of Administration, Management, and Advanced Administration coursework is augmented with additional online sessions. The course concentrates on utilizing Enterprise Manager and the Storage Center GUI to educate Dell SC Series Administrators on how to perform key administrative tasks for a SC Series Storage Center and effectively manage all tools associated with Dell SC Series Storage Center operations.

Course Details

Module 1: Storage Center Architecture

- Functional Overview
- Deployment Architectures
- User Interfaces

Module 2: Storage Center Hardware

- Controller Components
- Enclosure Components
- Communication Links

Module 3: Storage Center Front-End Cabling

- Legacy Mode
- Virtual Port Mode
- Multipathing
- Fabric Zoning

Module 4: Storage Center Administration

- Volume and Server Creation
- Data Instant Replay
- Data Progression
- Storage Profiles

Module 5: Boot from SAN

- Considerations and Usage
- Setup and Configuration

Module 6: Replay Manager

- Requirements and Config Options
- Transportable and Persistent Snapshots
- Managing Backup Jobs

Module 7: Storage Center Management

- Monitoring Tools
- Disk Drive Sparing
- Managing Users
- Upgrades

Module 8: Enterprise Manager

- Components and Requirements
- Configuration and Setup
- Windows Space Recovery

Module 9: Replication & Disaster Recovery

- Remote Instant Replay
- Asynchronous vs Synchronous
- Replication Configuration
- Disaster Recovery Deployment

Module 10: Enterprise Manager Reporting

- Report Options and Automation
- Threshold Alerts and Chargeback

Curriculum:

- The Dell SC Series Storage Center Architecture
- Deployment Options
- Detailed functions of hardware components
- Storage Center core software benefits
- Storage Center applications functions and usage
- Creating/Modifying Servers and Server folders
- Creating/Modifying Volumes and Volume folders
- Mapping Volumes to Servers
- Copy, Mirror, and Migrate Volumes
- Expand Volumes
- Create and Manage Replays
- Create and Manage Replay Profiles
- Configure Consistency Groups
- Data Progression Best Practices
- Create and Manage Storage Profiles
- Create and Restore Backup Sets with Replay Manager
- Manage Storage Center Performance
- Manage Disk and Disk Folders
- User Group setup
- User Management and Security
- Management Viewers
- Phone Home Tool
- Disk Drive Sparing and Replacing a failed drive
- Configure SNMP and SMTP
- Upgrade Storage Center license and software
- Enterprise Manager Configuration
- Remote Instant Replay—Replication Setup
- Disaster Recovery Activation and Recovery
- Enterprise Manager Reporting tools
- Configure Threshold Alerts and Queries
- Chargeback Setup

Features	Administration Training Pack
Type of Course	• 1 Self-paced online course • 1 Instructor Led training course
Class Length	• 4 hour online self-paced course • 4-day Instructor Led training course
Number of Students per Class	• 1 year access per student to online course • Up to 10 students at customer site • Varies up to 12 students at Dell locations
Who Should Attend	• Storage Administrators • IT Professionals • Technical Support
Skill Level	• Intermediate to Advanced
Suggested Prerequisites	• Modules 1-4 of the self-paced online course are recommended to completed prior to attending the Instructor led class.

Village of Wheeling
Infrastructure Refresh Solution Framework

To Regular Agenda

Specifications

Village Hall

FX2 Chassis #1	IOM	ToR Switch			
FX2s	(2) FN410S	(2) N4032F			
FX2 Server	**OS**	**Processor**	**Memory**	**Management**	
FC630	ESX	2 x E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
FC630	ESX	2 x E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
FX2 Chasssis #2	**IOM**	**ToR Switch**			
FX2s	(2) FN410S	-			
FX2 Server	**OS**	**Processor**	**Memory**	**Management**	
FC630	ESX	2 x E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
FC630	ESX	2 x E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
PE Rack Server					
R530 (8x6TB 7K)	W2K12	E5-2650	128	iDRAC8, Ent with OME, Server Config Management	
Storage Array	**Usable (TB)**	**Tier-1 IOpS**	**HW Specs**		**SW Specs**
SC4020i	26	12,500+	(6) 960GB SSD & (18) 1.8TB 10K SAS		Optimization+Replication

Police Department

Chassis	IOM	ToR Switch			
FX2s	(2) FN410S	(2) N4032F			
FX2 Server	**OS**	**Processor**	**Memory**	**Management**	
FC630	ESX	E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
FC630	ESX	E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
PE Rack Server					
R530 (8x6TB 7K)	W2K12	E5-2650	128	iDRAC8, Ent with OME, Server Config Management	
Storage Array	**Usable (TB)**	**Tier-1 IOpS**	**HW Specs**		**SW Specs**
SC4020i	31	12,500+	(6) 960GB SSD & (24) 1.8TB 10K SAS		Optimization+Replication

Public Works

Chassis	IOM	ToR Switch			
FX2s	(2) FN410S	(1) N4032F			
Server Model	**OS**	**Processor**	**Memory**	**Management**	
FC630	ESX	E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
FC630	ESX	E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
PE Rack Server					
R530 (8x6TB 7K)	W2K12	E5-2650	128	iDRAC8, Ent with OME, Server Config Management	
Storage Array	**Usable (TB)**	**Tier-1 IOpS**	**HW Specs**		**SW Specs**
SC4020i	28	2,700	(24) 1.8TB 10K SAS		Optimization+Replication

Fire Department

Chassis	IOM	ToR Switch			
FX2s	(2) FN410S	(1) N4032F			
Server Model	**OS**	**Processor**	**Memory**	**Management**	
FC630	ESX	2 x E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
FC630	ESX	2 x E5-2650	256	iDRAC8, Ent with OME, Server Config Management	
PE Rack Server					
R530 (8x6TB 7K)	W2K12	E5-2650	128	iDRAC8, Ent with OME, Server Config Management	
Storage Array	**Usable (TB)**	**Tier-1 IOpS**	**HW Specs**		**SW Specs**
SC4020i	55	1,300	(12) 900GB 10K SAS & (12) 6TB 7K SAS		Optimization+Replication

Pricing

Pricing by Site & Element

	Compute	Storage	ToR Switching	Rack Servers	Misc.	Total
Village Hall	$ 47,547.38	$ 56,102.18	$ 13,105.76	$ 8,241.98		$ 124,997.30
Police Department	$ 23,773.69	$ 46,580.18	$ 13,105.76	$ 8,241.98		$ 91,701.61
Public Works	$ 23,773.69	$ 33,863.18	$ 6,552.88	$ 8,241.98		$ 72,431.73
Fire Department	$ 23,773.69	$ 35,105.30	$ 6,552.88	$ 8,241.98		$ 73,673.85
ESX Standard					$ 10,114.32	$ 10,114.32
ESX ROBO Kit					$ 3,593.08	$ 3,593.08
m1000e Upgrade					$ 25,817.99	$ 25,817.99
Pro Services					$ 9,915.56	$ 9,915.56
Digital KMM Switch					$ 5,935.98	$ 5,935.98
Total						**$ 418,181.42**

Quote Numbers

Compute	Storage	ToR & Rack Svr
737164031 & 737164078	DLA129615G	737164023
737164027	DLA129742B	
737164029	DLA131186A	
737164074	DLA131238A	
1024167972982.1		
1021612951363.1		
737164123.0		
3000005750506.1 & 3000005759550.2 & 3000005762670.2		
3000005366384.2		

Components

Server-Storage-Networking
(1) FX2S, (2) FC630, SC4020, (2) N4032F
(1) FX2S, (2) FC630, SC4020, (2) N4032F
(1) FX2S, (2) FC630, SC4020, (1) N4032F
(1) FX2S, (2) FC630, SCv4020, (1) N4032F
(8) proc ESX Std license
Vsphere ROBO (25 vm pack)
(4) 10Gb XML Blade switches & m1000e midplane kit
Pro Svs for m1000e upgrade & VMware deployment
16-port Digital KVM

To Regular Agenda

QUOTATION

Quote #: 737164031
Customer #: 11514097
Contract #:
CustomerAgreement #:
Quote Date: 12/19/2016
Date: 12/19/2016 **Customer Name:** VILLAGE OF WHEELING

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	JAMES L JAMES	**PHONE:**	1800 - 4563355
Email Address:	Luciano_Garza@Dell.com	**Phone Ext:**	80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: $7,264.81 GROUP TOTAL: $7,264.81

Description	Quantity
PowerEdge FX2 (210-ABUX) Village Hall - FX2 Chassis - A	1
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes (321-BBFM)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (973-9866)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (973-9867)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (973-9966)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (973-9967)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (973-9990)	1
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	1
US Order (332-1286)	1
ProDeploy Dell Server FX2 Converged - Deployment (804-6778)	1
ProDeploy Dell Server FX2 Converged - Deployment Verification (804-6779)	1
Declined Remote Consulting Service (973-2426)	1
FX2 Half-Width Node Filler Blank (321-BBFT)	2
PowerEdge FX2 Shipping (340-AGKB)	1
Redundant Ethernet Switch Configuration (540-BBQM)	1
FX2S Chassis Configuration Label (321-BBFZ)	1
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots) (321-BBGH)	1
SD Storage for Chassis Management Controller (403-BBEQ)	1
CMC Enterprise for FX2 (634-0287)	1
USER Guide, FX2 Chassis (343-BBBW)	1
PowerEdge FN I/O Module User Documentation (340-AKBN)	1
FX2 ReadyRails Sliding Rails (770-BBER)	1
Power Supply, Redundancy Alerting Enabled Configuration (450-ADTZ)	1
Dual, Hot-plug, Power Supply, 2000W, C19/C20 Power Cord Required (450-AENU)	1
Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m) (492-BBEI)	2
Serial I/O Management Cable, for Ethernet Blade Switches (310-9696)	1
No Media Required (421-5736)	1

To Regular Agenda

GROUP: 2 QUANTITY: 2 SYSTEM PRICE: $7,098.31 GROUP TOTAL: $14,196.62

Description	Quantity
PowerEdge FC630 Server Node (210-ACWK)	2
PowerEdge FC630 Motherboard MLK (329-BCZL)	2
PowerEdge FC630 Regulatory Label, DAO (389-BESB)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
Dell Hardware Limited Warranty Plus On Site Service (997-0181)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (997-0236)	2
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (997-0250)	2
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Declined Remote Consulting Service (973-2426)	2
System ordered as part of Multipack order (750-AADI)	2
PowerEdge FC PCIE Mezzanine Adapter (492-BBQT)	2
QLogic 57810-k Dual port 10Gb KR CNA Blade Network Daughter Card (542-BBBN)	2
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	2
OpenManage Essentials, Server Configuration Management (634-BBWU)	2
2.5" Backplane with up to 2 Hard Drives and Onboard SATA (406-BBFD)	2
Standard Cooling,FC630 (384-BBDS)	2
Performance BIOS Settings (384-BBBL)	2
Diskles Configuration, No Controller (780-BBKJ)	2
No Controller (405-AACD)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDV)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDW)	2
32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width (370-ACNS)	16
2400MT/s RDIMMs (370-ACPH)	2
Performance Optimized (370-AAIP)	2
No Hard Drive (400-ABHL)	2
No Trusted Platform Module (461-AADZ)	2
No Systems Documentation, No OpenManage DVD Kit (631-AACK)	2
Internal Dual SD Module (330-BBCV)	2
Redundant SD Cards Enabled (385-BBCF)	2
16GB SD Card For IDSDM (385-BBJL)	2
16GB SD Card For IDSDM (385-BBJL)	2
No OS, No Utility Partition (421-2869)	2
No Media Required (421-5736)	2
DIMM Blanks for System with 2 Processors (374-BBHL)	2
68MM Heatsink for PowerEdge FC630 Processor 1 (412-AAEJ)	2
68MM Heatsink for PowerEdge FC630 Processor 2 (412-AAEK)	2
68MM Processor Heatsink Shroud for PowerEdge FC630 (750-AAFG)	2

GROUP: 3 QUANTITY: 2 SYSTEM PRICE: $1,156.13 GROUP TOTAL: $2,312.26

Description	Quantity
Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed (210-AHBX)	2
Dell Hardware Limited Warranty Plus On Site Service (807-9776)	2

To Regular Agenda

ProSupport Plus: Mission Critical 7x24 HW/SW Technical Support and Assistance, 3 Years (807-9782)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years (807-9783)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (407-BBEF)	8
Software, Rights to use Full-Switch Mode, FN I/O Module (634-BFBL)	2

***Total Purchase Price:**	**$23,773.69**
Product Subtotal:	$23,773.69
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

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QUOTATION

Quote #: 737164078
Customer #: 11514097
Contract #:
CustomerAgreement #:
Quote Date: 12/19/2016
Date: 12/19/2016 **Customer Name:** VILLAGE OF WHEELING

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Email Address: Luciano_Garza@Dell.com **Phone Ext:** 80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: $7,264.81 GROUP TOTAL: $7,264.81

Description	Quantity
PowerEdge FX2 (210-ABUX) Village Hall - FX2 Chassis - B	1
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes (321-BBFM)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (973-9866)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (973-9867)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (973-9966)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (973-9967)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (973-9990)	1
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	1
US Order (332-1286)	1
ProDeploy Dell Server FX2 Converged - Deployment (804-6778)	1
ProDeploy Dell Server FX2 Converged - Deployment Verification (804-6779)	1
Declined Remote Consulting Service (973-2426)	1
FX2 Half-Width Node Filler Blank (321-BBFT)	2
PowerEdge FX2 Shipping (340-AGKB)	1
Redundant Ethernet Switch Configuration (540-BBQM)	1
FX2S Chassis Configuration Label (321-BBFZ)	1
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots) (321-BBGH)	1
SD Storage for Chassis Management Controller (403-BBEQ)	1
CMC Enterprise for FX2 (634-0287)	1
USER Guide, FX2 Chassis (343-BBBW)	1
PowerEdge FN I/O Module User Documentation (340-AKBN)	1
FX2 ReadyRails Sliding Rails (770-BBER)	1
Power Supply, Redundancy Alerting Enabled Configuration (450-ADTZ)	1
Dual, Hot-plug, Power Supply, 2000W, C19/C20 Power Cord Required (450-AENU)	1
Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m) (492-BBEI)	2
Serial I/O Management Cable, for Ethernet Blade Switches (310-9696)	1
No Media Required (421-5736)	1

To Regular Agenda

GROUP: 2 QUANTITY: 2 SYSTEM PRICE: $7,098.31 GROUP TOTAL: $14,196.62

Description	Quantity
PowerEdge FC630 Server Node (210-ACWK)	2
PowerEdge FC630 Motherboard MLK (329-BCZL)	2
PowerEdge FC630 Regulatory Label, DAO (389-BESB)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
Dell Hardware Limited Warranty Plus On Site Service (997-0181)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (997-0236)	2
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (997-0250)	2
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Declined Remote Consulting Service (973-2426)	2
System ordered as part of Multipack order (750-AADI)	2
PowerEdge FC PCIE Mezzanine Adapter (492-BBQT)	2
QLogic 57810-k Dual port 10Gb KR CNA Blade Network Daughter Card (542-BBBN)	2
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	2
OpenManage Essentials, Server Configuration Management (634-BBWU)	2
2.5" Backplane with up to 2 Hard Drives and Onboard SATA (406-BBFD)	2
Standard Cooling,FC630 (384-BBDS)	2
Performance BIOS Settings (384-BBBL)	2
Diskles Configuration, No Controller (780-BBKJ)	2
No Controller (405-AACD)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDV)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDW)	2
32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width (370-ACNS)	16
2400MT/s RDIMMs (370-ACPH)	2
Performance Optimized (370-AAIP)	2
No Hard Drive (400-ABHL)	2
No Trusted Platform Module (461-AADZ)	2
No Systems Documentation, No OpenManage DVD Kit (631-AACK)	2
Internal Dual SD Module (330-BBCV)	2
Redundant SD Cards Enabled (385-BBCF)	2
16GB SD Card For IDSDM (385-BBJL)	2
16GB SD Card For IDSDM (385-BBJL)	2
No OS, No Utility Partition (421-2869)	2
No Media Required (421-5736)	2
DIMM Blanks for System with 2 Processors (374-BBHL)	2
68MM Heatsink for PowerEdge FC630 Processor 1 (412-AAEJ)	2
68MM Heatsink for PowerEdge FC630 Processor 2 (412-AAEK)	2
68MM Processor Heatsink Shroud for PowerEdge FC630 (750-AAFG)	2

GROUP: 3 QUANTITY: 2 SYSTEM PRICE: $1,156.13 GROUP TOTAL: $2,312.26

Description	Quantity
Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed (210-AHBX)	2
Dell Hardware Limited Warranty Plus On Site Service (807-9776)	2

To Regular Agenda

ProSupport Plus: Mission Critical 7x24 HW/SW Technical Support and Assistance, 3 Years (807-9782)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years (807-9783)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (407-BBEF)	8
Software, Rights to use Full-Switch Mode, FN I/O Module (634-BFBL)	2

***Total Purchase Price:**	**$23,773.69**
Product Subtotal:	$23,773.69
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

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QUOTATION

Quote #: 737164027
Customer #: 11514097
Contract #:
CustomerAgreement #:
Quote Date: 12/19/2016
Date: 12/19/2016 **Customer Name:** VILLAGE OF WHEELING

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Email Address:	Luciano_Garza@Dell.com	**Phone Ext:**	80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: $7,264.81 GROUP TOTAL: $7,264.81

Description	Quantity
PowerEdge FX2 (210-ABUX) Police Dep - FX2 Chassis	1
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes (321-BBFM)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (973-9866)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (973-9867)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (973-9966)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (973-9967)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (973-9990)	1
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	1
US Order (332-1286)	1
ProDeploy Dell Server FX2 Converged - Deployment (804-6778)	1
ProDeploy Dell Server FX2 Converged - Deployment Verification (804-6779)	1
Declined Remote Consulting Service (973-2426)	1
FX2 Half-Width Node Filler Blank (321-BBFT)	2
PowerEdge FX2 Shipping (340-AGKB)	1
Redundant Ethernet Switch Configuration (540-BBQM)	1
FX2S Chassis Configuration Label (321-BBFZ)	1
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots) (321-BBGH)	1
SD Storage for Chassis Management Controller (403-BBEQ)	1
CMC Enterprise for FX2 (634-0287)	1
USER Guide, FX2 Chassis (343-BBBW)	1
PowerEdge FN I/O Module User Documentation (340-AKBN)	1
FX2 ReadyRails Sliding Rails (770-BBER)	1
Power Supply, Redundancy Alerting Enabled Configuration (450-ADTZ)	1
Dual, Hot-plug, Power Supply, 2000W, C19/C20 Power Cord Required (450-AENU)	1
Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m) (492-BBEI)	2
Serial I/O Management Cable, for Ethernet Blade Switches (310-9696)	1
No Media Required (421-5736)	1

To Regular Agenda

GROUP: 2 QUANTITY: 2 SYSTEM PRICE: $7,098.31 GROUP TOTAL: $14,196.62

Description	Quantity
PowerEdge FC630 Server Node (210-ACWK)	2
PowerEdge FC630 Motherboard MLK (329-BCZL)	2
PowerEdge FC630 Regulatory Label, DAO (389-BESB)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
Dell Hardware Limited Warranty Plus On Site Service (997-0181)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (997-0236)	2
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (997-0250)	2
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Declined Remote Consulting Service (973-2426)	2
System ordered as part of Multipack order (750-AADI)	2
PowerEdge FC PCIE Mezzanine Adapter (492-BBQT)	2
QLogic 57810-k Dual port 10Gb KR CNA Blade Network Daughter Card (542-BBBN)	2
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	2
OpenManage Essentials, Server Configuration Management (634-BBWU)	2
2.5" Backplane with up to 2 Hard Drives and Onboard SATA (406-BBFD)	2
Standard Cooling,FC630 (384-BBDS)	2
Performance BIOS Settings (384-BBBL)	2
Diskles Configuration, No Controller (780-BBKJ)	2
No Controller (405-AACD)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDV)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDW)	2
32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width (370-ACNS)	16
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Performance Optimized (370-AAIP)	2
No Hard Drive (400-ABHL)	2
No Trusted Platform Module (461-AADZ)	2
No Systems Documentation, No OpenManage DVD Kit (631-AACK)	2
Internal Dual SD Module (330-BBCV)	2
Redundant SD Cards Enabled (385-BBCF)	2
16GB SD Card For IDSDM (385-BBJL)	2
16GB SD Card For IDSDM (385-BBJL)	2
No OS, No Utility Partition (421-2869)	2
No Media Required (421-5736)	2
DIMM Blanks for System with 2 Processors (374-BBHL)	2
68MM Heatsink for PowerEdge FC630 Processor 1 (412-AAEJ)	2
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68MM Processor Heatsink Shroud for PowerEdge FC630 (750-AAFG)	2

GROUP: 3 QUANTITY: 2 SYSTEM PRICE: $1,156.13 GROUP TOTAL: $2,312.26

Description	Quantity
Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed (210-AHBX)	2
Dell Hardware Limited Warranty Plus On Site Service (807-9776)	2

To Regular Agenda

ProSupport Plus: Mission Critical 7x24 HW/SW Technical Support and Assistance, 3 Years (807-9782)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years (807-9783)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (407-BBEF)	8
Software, Rights to use Full-Switch Mode, FN I/O Module (634-BFBL)	2

***Total Purchase Price:**	**$23,773.69**
Product Subtotal:	$23,773.69
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

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To Regular Agenda

QUOTATION

Quote #: 737164074
Customer #: 11514097
Contract #:
CustomerAgreement #:
Quote Date: 12/19/2016
Date: 12/19/2016 **Customer Name:** VILLAGE OF WHEELING

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	JAMES L JAMES	**PHONE:**	1800 - 4563355
Email Address:	Luciano_Garza@Dell.com	**Phone Ext:**	80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: $7,264.81 GROUP TOTAL: $7,264.81

Fire Dept - FX2 Chassis

Description	Quantity
PowerEdge FX2 (210-ABUX)	1
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes (321-BBFM)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (973-9866)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (973-9867)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (973-9966)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (973-9967)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (973-9990)	1
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	1
US Order (332-1286)	1
ProDeploy Dell Server FX2 Converged - Deployment (804-6778)	1
ProDeploy Dell Server FX2 Converged - Deployment Verification (804-6779)	1
Declined Remote Consulting Service (973-2426)	1
FX2 Half-Width Node Filler Blank (321-BBFT)	2
PowerEdge FX2 Shipping (340-AGKB)	1
Redundant Ethernet Switch Configuration (540-BBQM)	1
FX2S Chassis Configuration Label (321-BBFZ)	1
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots) (321-BBGH)	1
SD Storage for Chassis Management Controller (403-BBEQ)	1
CMC Enterprise for FX2 (634-0287)	1
USER Guide, FX2 Chassis (343-BBBW)	1
PowerEdge FN I/O Module User Documentation (340-AKBN)	1
FX2 ReadyRails Sliding Rails (770-BBER)	1
Power Supply, Redundancy Alerting Enabled Configuration (450-ADTZ)	1
Dual, Hot-plug, Power Supply, 2000W, C19/C20 Power Cord Required (450-AENU)	1
Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m) (492-BBEI)	2
Serial I/O Management Cable, for Ethernet Blade Switches (310-9696)	1
No Media Required (421-5736)	1

To Regular Agenda

GROUP: 2 QUANTITY: 2 SYSTEM PRICE: $7,098.31 GROUP TOTAL: $14,196.62

Description	Quantity
PowerEdge FC630 Server Node (210-ACWK)	2
PowerEdge FC630 Motherboard MLK (329-BCZL)	2
PowerEdge FC630 Regulatory Label, DAO (389-BESB)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
Dell Hardware Limited Warranty Plus On Site Service (997-0181)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (997-0236)	2
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (997-0250)	2
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Declined Remote Consulting Service (973-2426)	2
System ordered as part of Multipack order (750-AADI)	2
PowerEdge FC PCIE Mezzanine Adapter (492-BBQT)	2
QLogic 57810-k Dual port 10Gb KR CNA Blade Network Daughter Card (542-BBBN)	2
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	2
OpenManage Essentials, Server Configuration Management (634-BBWU)	2
2.5" Backplane with up to 2 Hard Drives and Onboard SATA (406-BBFD)	2
Standard Cooling,FC630 (384-BBDS)	2
Performance BIOS Settings (384-BBBL)	2
Diskles Configuration, No Controller (780-BBKJ)	2
No Controller (405-AACD)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDV)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDW)	2
32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width (370-ACNS)	16
2400MT/s RDIMMs (370-ACPH)	2
Performance Optimized (370-AAIP)	2
No Hard Drive (400-ABHL)	2
No Trusted Platform Module (461-AADZ)	2
No Systems Documentation, No OpenManage DVD Kit (631-AACK)	2
Internal Dual SD Module (330-BBCV)	2
Redundant SD Cards Enabled (385-BBCF)	2
16GB SD Card For IDSDM (385-BBJL)	2
16GB SD Card For IDSDM (385-BBJL)	2
No OS, No Utility Partition (421-2869)	2
No Media Required (421-5736)	2
DIMM Blanks for System with 2 Processors (374-BBHL)	2
68MM Heatsink for PowerEdge FC630 Processor 1 (412-AAEJ)	2
68MM Heatsink for PowerEdge FC630 Processor 2 (412-AAEK)	2
68MM Processor Heatsink Shroud for PowerEdge FC630 (750-AAFG)	2

GROUP: 3 QUANTITY: 2 SYSTEM PRICE: $1,156.13 GROUP TOTAL: $2,312.26

Description	Quantity
Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed (210-AHBX)	2
Dell Hardware Limited Warranty Plus On Site Service (807-9776)	2

To Regular Agenda

ProSupport Plus: Mission Critical 7x24 HW/SW Technical Support and Assistance, 3 Years (807-9782)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years (807-9783)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (407-BBEF)	8
Software, Rights to use Full-Switch Mode, FN I/O Module (634-BFBL)	2

***Total Purchase Price:**	**$23,773.69**
Product Subtotal:	$23,773.69
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Statement of Conditions

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Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

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To Regular Agenda

QUOTATION

Quote #: 737164029
Customer #: 11514097
Contract #:
CustomerAgreement #:
Quote Date: 12/19/2016
Date: 12/19/2016 **Customer Name:** VILLAGE OF WHEELING

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: JAMES L JAMES **PHONE:** 1800 - 4563355
Email Address: Luciano_Garza@Dell.com **Phone Ext:** 80000

GROUP: 1 QUANTITY: 1 SYSTEM PRICE: $7,264.81 GROUP TOTAL: $7,264.81

Description	Quantity
PowerEdge FX2 (210-ABUX) Public Works - FX2 Chassis	1
PowerEdge FX2 Chassis for up to 4 Half-Width Nodes (321-BBFM)	1
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	1
Dell Hardware Limited Warranty Plus On Site Service Initial Year (973-9866)	1
Dell Hardware Limited Warranty Plus On Site Service Extended Year (973-9867)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (973-9966)	1
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (973-9967)	1
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (973-9990)	1
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	1
US Order (332-1286)	1
ProDeploy Dell Server FX2 Converged - Deployment (804-6778)	1
ProDeploy Dell Server FX2 Converged - Deployment Verification (804-6779)	1
Declined Remote Consulting Service (973-2426)	1
FX2 Half-Width Node Filler Blank (321-BBFT)	2
PowerEdge FX2 Shipping (340-AGKB)	1
Redundant Ethernet Switch Configuration (540-BBQM)	1
FX2S Chassis Configuration Label (321-BBFZ)	1
PowerEdge FX2S Chassis Configuration with Flexible IO (up to 8 PCIe Slots) (321-BBGH)	1
SD Storage for Chassis Management Controller (403-BBEQ)	1
CMC Enterprise for FX2 (634-0287)	1
USER Guide, FX2 Chassis (343-BBBW)	1
PowerEdge FN I/O Module User Documentation (340-AKBN)	1
FX2 ReadyRails Sliding Rails (770-BBER)	1
Power Supply, Redundancy Alerting Enabled Configuration (450-ADTZ)	1
Dual, Hot-plug, Power Supply, 2000W, C19/C20 Power Cord Required (450-AENU)	1
Power Cord, C20 to C19, PDU Style, 16A, 250V, 2ft (0.6m) (492-BBEI)	2
Serial I/O Management Cable, for Ethernet Blade Switches (310-9696)	1
No Media Required (421-5736)	1

To Regular Agenda

GROUP: 2 QUANTITY: 2 SYSTEM PRICE: $7,098.31 GROUP TOTAL: $14,196.62

Description	Quantity
PowerEdge FC630 Server Node (210-ACWK)	2
PowerEdge FC630 Motherboard MLK (329-BCZL)	2
PowerEdge FC630 Regulatory Label, DAO (389-BESB)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
Dell Hardware Limited Warranty Plus On Site Service (997-0181)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (997-0236)	2
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (997-0250)	2
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Declined Remote Consulting Service (973-2426)	2
System ordered as part of Multipack order (750-AADI)	2
PowerEdge FC PCIE Mezzanine Adapter (492-BBQT)	2
QLogic 57810-k Dual port 10Gb KR CNA Blade Network Daughter Card (542-BBBN)	2
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	2
OpenManage Essentials, Server Configuration Management (634-BBWU)	2
2.5" Backplane with up to 2 Hard Drives and Onboard SATA (406-BBFD)	2
Standard Cooling,FC630 (384-BBDS)	2
Performance BIOS Settings (384-BBBL)	2
Diskles Configuration, No Controller (780-BBKJ)	2
No Controller (405-AACD)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDV)	2
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDW)	2
32GB RDIMM, 2400MT/s, Dual Rank, x4 Data Width (370-ACNS)	16
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Performance Optimized (370-AAIP)	2
No Hard Drive (400-ABHL)	2
No Trusted Platform Module (461-AADZ)	2
No Systems Documentation, No OpenManage DVD Kit (631-AACK)	2
Internal Dual SD Module (330-BBCV)	2
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16GB SD Card For IDSDM (385-BBJL)	2
16GB SD Card For IDSDM (385-BBJL)	2
No OS, No Utility Partition (421-2869)	2
No Media Required (421-5736)	2
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68MM Heatsink for PowerEdge FC630 Processor 1 (412-AAEJ)	2
68MM Heatsink for PowerEdge FC630 Processor 2 (412-AAEK)	2
68MM Processor Heatsink Shroud for PowerEdge FC630 (750-AAFG)	2

GROUP: 3 QUANTITY: 2 SYSTEM PRICE: $1,156.13 GROUP TOTAL: $2,312.26

Description	Quantity
Dell PowerEdge FN410S I/O Module, 8x Internal to 4x SFP+ external ports, Factory Installed (210-AHBX)	2
Dell Hardware Limited Warranty Plus On Site Service (807-9776)	2

To Regular Agenda

ProSupport Plus: Mission Critical 7x24 HW/SW Technical Support and Assistance, 3 Years (807-9782)	2
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years (807-9783)	2
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	2
US Order (332-1286)	2
On-Site Installation Declined (900-9997)	2
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (407-BBEF)	8
Software, Rights to use Full-Switch Mode, FN I/O Module (634-BFBL)	2

***Total Purchase Price:**	**$23,773.69**
Product Subtotal:	$23,773.69
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
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Rough Order of Magnitude (ROM) Configuration for WHEELING, ILLINOIS

Dell Marketing, L.P.
P.O. Box 149257
Austin, TX 78714

ROM Configuration #: DLA129615G

Prepared By: Bob Smith
SFDC Deal Id: 12970499
Type: System

Village Hall - storage area network (SAN) array

Bill To:
WHEELING, ILLINOIS
2 Community Blvd
Wheeling, IL 60090

Description	Model Number	Dell SKU	Quantity	List Price	Subtotal
Hardware & Drives					
SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI		1		
Dell 1.8TB, SAS 12 Gb, 2.5, 10K, HDD	DS-SAS-25-1800X10K-Y		18		
Dell 960GB, SAS 12Gb, SSD, RI, 2.5	DS-SAS-25-960SSDRI-M-Y		6		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y		1		
IO,10Gb iSCSI,4X SFP+ Optical Adaptor	PA-SFP-10-ISCSI-Y		1		
Software					
SW, Storage Center OS Core Base License	SW-CORE-BASE48		1		
SW, Storage Optimization Bundle Base License	SW-PERF-BASE48		1		
SW, Remote Data Protection w/ Live Volume Bundle Base License	SW-RDPLV-BASE48		1		
Training					
DES-ILT Compellent Admin Training 4 Day	973-7428		1		
Professional Services					
Health Check	CAA-1007-C	933-6217	1		
ProDeploy Plus Add-On: Data Migration Services for Storage (per TB up to 4 host)-Req. ProDeploy Plus	PS-PDPADDDM		7		
ProDeploy Plus Add-On: Replication Services for Dell Storage (Requires ProDeploy Plus)	PS-PDPADDRP		1		
ProDeploy Plus Dell Storage SC Series 4XXX SAN	PS-SC4XXX-PDP		1		

Totals	
Power (Watts):	500
Heat (BTUs):	1,707.00
Rack Units:	2
Weight (Lbs):	48
SSD (Raw TB):	5.76
SAS (Raw TB):	32.4
Total (Raw TB):	38.16

Discount Comments
3 year support term includes a 25% discount

Hardware Total	$82,955.00
Software Total	$0.00
VA Software Total	$12,987.00
Support Total	$4,775.08
VA Software Support Total	$9,593.10
Training Total	$4,995.00
Professional Services Total	$20,889.00
Subtotal	**$136,194.18**
Discount	($80,354.00)
Freight	$262.00
***Grand Total**	**$56,102.18**

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes

***Support Term: 3 year (36 months)

****The pricing is displayed in the US Dollar currency.

To Regular Agenda

Rough Order of Magnitude (ROM) Configuration for WHEELING, ILLINOIS

Dell Marketing, L.P.
P.O. Box 149257
Austin, TX 78714

ROM Configuration #: DLA129742B

Prepared By: Bob Smith
SFDC Deal Id: 12970499
Type: System

Bill To:
WHEELING, ILLINOIS
2 Community Blvd
Wheeling, IL 60090

Police Dept - storage area network (SAN) array

Description	Model Number	Dell SKU	Quantity	List Price	Subtotal
Hardware & Drives					
SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI		1		
1.8TB, SAS 12 Gb, 10k, 2.5 HDD	DS-SAS-25-1800X10K-D		12		
Dell 1.8TB, SAS 12 Gb, 2.5, 10K, HDD	DS-SAS-25-1800X10K-Y		12		
Dell 960GB, SAS 12Gb, SSD, RI, 2.5	DS-SAS-25-960SSDRI-M-Y		6		
Enclosure Blank, SAS, 6 Gb, Drive Bay Blank, 2.5"	EN-BLNK-SAS6-25-D		12		
Enclosure Blank, SAS, Drive Bay Blanks, 2.5"	EN-BLNK-SAS6-25-Y		6		
Compellent SC220 Enclosure, 2.5" 24-Bay	EN-SC220-2425		1		
6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2	PA-CBL-SAS-2M-D		1		
C13-C14, PDU, 12AMP, 2 FT (.6m), Power Cord, Qty2	PA-PC-.6M-D		1		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y		1		
Ready Rails II Static Rails for 4-post Racks	PA-RK-RR2-D		1		
IO,10Gb iSCSI,4X SFP+ Optical Adaptor	PA-SFP-10-ISCSI-Y		1		
Software					
SW, Storage Center OS Core Base License	SW-CORE-BASE48		1		
SW, Storage Optimization Bundle Base License	SW-PERF-BASE48		1		
SW, Remote Data Protection w/ Live Volume Bundle Base License	SW-RDPLV-BASE48		1		
Professional Services					
ProDeploy Plus Add-On: Replication Services for Dell Storage (Requires ProDeploy Plus)	PS-PDPADDRP		1		
ProDeploy Plus Dell Storage SC Disk Series 200/220 2U Exp Enclosure	PS-SC2XX2U-PDP		1		
ProDeploy Plus Dell Storage SC Series 4XXX SAN	PS-SC4XXX-PDP		1		

Totals	
Power (Watts):	950
Heat (BTUs):	3,243.00
Rack Units:	4
Weight (Lbs):	105
SSD (Raw TB):	5.76
SAS (Raw TB):	43.2
Total (Raw TB):	48.96

Discount Comments
3 year support term includes a 25% discount

Hardware Total	$103,072.00
Software Total	$0.00
VA Software Total	$12,987.00
Support Total	$8,250.08
VA Software Support Total	$9,593.10
Professional Services Total	$10,397.00
Subtotal	**$144,299.18**
Discount	($98,123.00)
Freight	$404.00
***Grand Total**	**$46,580.18**

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes

***Support Term: 3 year (36 months)

****The pricing is displayed in the US Dollar currency.

Rough Order of Magnitude (ROM) Configuration for WHEELING, ILLINOIS

Dell Marketing, L.P.
P.O. Box 149257
Austin, TX 78714

ROM Configuration #: DLA131238

Prepared By: Bob Smith
SFDC Deal Id: 12970499
Type: System

Bill To:
WHEELING, ILLINOIS
2 Community Blvd
Wheeling, IL 60090

Fire Dept - storage area network (SAN) array

Description	Model Number	Dell SKU	Quantity	List Price	Subtotal
Hardware & Drives					
SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI		1		
6TB, SAS, 12Gb, 7K HDD	DS-SAS12-35-6000X7K-D		12		
Dell 900GB, SAS, 6Gb, 2.5", 10K, HDD	DS-SAS6-25-900X10K-Y		12		
Enclosure Blank, SAS, Drive Bay Blanks, 2.5"	EN-BLNK-SAS6-25-Y		12		
Compellent SC200 Enclosure, 3.5" 12-Bay	EN-SC200-1235		1		
6Gb Mini-SAS to Mini-SAS Cable, 0.6M, Qty 2	PA-CBL-SAS-.6M-D		1		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power Cord, Qty2	PA-PC-2M-D		1		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y		1		
Ready Rails II Static Rails for 4-post Racks	PA-RK-RR2-D		1		
IO,10Gb iSCSI,4X SFP+ Optical Adaptor	PA-SFP-10-ISCSI-Y		1		
Software					
SW, Storage Center OS Core Base License	SW-CORE-BASE48		1		
SW, Storage Optimization Bundle Base License	SW-PERF-BASE48		1		
SW, Remote Data Protection w/ Live Volume Bundle Base License	SW-RDPLV-BASE48		1		
Professional Services					
ProDeploy Dell Storage SC Disk Series 200/220 2U Exp Enclosure	PS-SC2XX2U-PD		1		
ProDeploy Dell Storage SC Series 4XXX SAN	PS-SC4XXX-PD		1		

Totals	
Power (Watts):	950
Heat (BTUs):	3,243.00
Rack Units:	4
Weight (Lbs):	111
SSD (Raw TB):	0
SAS (Raw TB):	82.8
Total (Raw TB):	82.8

Discount Comments
3 year support term includes a 25% discount

Hardware Total	$74,412.12
Software Total	$0.00
VA Software Total	$12,987.00
Support Total	$8,250.08
VA Software Support Total	$9,593.10
Professional Services Total	$4,798.00
Subtotal	**$110,040.30**
Discount	($75,267.00)
Freight	$332.00
***Grand Total**	**$35,105.30**

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes

***Support Term: 3 year (36 months)

****The pricing is displayed in the US Dollar currency.

To Regular Agenda

Rough Order of Magnitude (ROM) Configuration for WHEELING, ILLINOIS

Dell Marketing, L.P.
P.O. Box 149257
Austin, TX 78714

ROM Configuration #: DLA131186A

Prepared By: Bob Smith
SFDC Deal Id: 12970499
Type: System

Public Works - storage area network (SAN) array

Bill To:
WHEELING, ILLINOIS
2 Community Blvd
Wheeling, IL 60090

Description	Model Number	Dell SKU	Quantity	List Price	Subtotal
Hardware & Drives					
SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI		1		
Dell 1.8TB, SAS 12 Gb, 2.5, 10K, HDD	DS-SAS-25-1800X10K-Y		24		
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y		1		
IO,10Gb iSCSI,4X SFP+ Optical Adaptor	PA-SFP-10-ISCSI-Y		1		
Software					
SW, Storage Center OS Core Base License	SW-CORE-BASE48		1		
SW, Storage Optimization Bundle Base License	SW-PERF-BASE48		1		
SW, Remote Data Protection w/ Live Volume Bundle Base License	SW-RDPLV-BASE48		1		
Professional Services					
ProDeploy Plus Dell Storage SC Series 4XXX SAN	PS-SC4XXX-PDP		1		

Totals	
Power (Watts):	500
Heat (BTUs):	1,707.00
Rack Units:	2
Weight (Lbs):	48
SSD (Raw TB):	0
SAS (Raw TB):	43.2
Total (Raw TB):	43.2

Discount Comments
3 year support term includes a 25% discount

Hardware Total	$69,755.00
Software Total	$0.00
VA Software Total	$12,987.00
Support Total	$4,775.08
VA Software Support Total	$9,593.10
Professional Services Total	$7,599.00
Subtotal	**$104,709.18**
Discount	($71,108.00)
Freight	$262.00
***Grand Total**	**$33,863.18**

24x7 Support Center w/ Priority On-Site (4 hour)

*Plus applicable taxes

***Support Term: 3 year (36 months)

****The pricing is displayed in the US Dollar currency.

To Regular Agenda

QUOTATION

Quote #:	**737178169**
Customer #:	**11514097**
Contract #:	**70137**
CustomerAgreement #:	**Dell Std Terms**
Quote Date:	**12/20/2016**
Customer Name:	**VILLAGE OF WHEELING**

Date: 12/20/2016

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	JAMES L JAMES	**PHONE:**	1800 - 4563355
Email Address:	Luciano_Garza@Dell.com	**Phone Ext:**	80000

GROUP: 1 QUANTITY: 6 SYSTEM PRICE: $6,552.88 GROUP TOTAL: $39,317.28

Description	Quantity
Dell Networking N4032F, 24x 10GbE SFP+ Ports, 1x Modular bay, 2x AC PSU, IO to PSU Airflow (210-ABVT)	6
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	6
Dell Hardware Limited Warranty Initial Year (966-6411)	6
Dell Hardware Limited Warranty Extended Year(s) (966-6413)	6
Lifetime Limited Hardware Warranty with Basic Hardware Service Next Business Day Parts Only on Your Network Switch (966-6417)	6
Software Support,NW,90 Day (966-6423)	6
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (966-6606)	6
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (966-6610)	6
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3Year (966-6664)	6
US Order (332-1286)	6
ProDeploy Dell Networking N Series 4XXX Switch - Deployment (805-2382)	6
ProDeploy Dell Networking L3 N Series 4XXX Switch - Deployment Verification (805-2383)	6
Documentation Kit, N4000 Series Switch (340-AGNR)	6
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	6
Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13 (450-AAFH)	6
QSFP+ 40GbE Module, 2-Port, Hot Swap, used for 40GbE Uplink, Stacking, or 8x 10GbE Breakout (409-BBCP)	6
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach, 12-Pack (407-BBDE)	12
Dell Networking, Transceiver, 40GbE QSFP+ SR Optics, 850nm Wavelength, 100-150m Reach on OM3/OM4 (407-BBBY)	12

GROUP: 2 QUANTITY: 4 SYSTEM PRICE: $8,241.98 GROUP TOTAL: $32,967.92

Description	Quantity
PowerEdge R530 Server (210-ADLM)	4
PowerEdge R430/R530 Motherboard MLK (384-BBMW)	4
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	4
Dell Hardware Limited Warranty Plus On Site Service (997-1979)	4

To Regular Agenda

ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3 Year (997-1991)	4
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Year (997-1992)	4
Dell Proactive Systems Management - Declined - www.dell.com/Proactive (909-0259)	4
US Order (332-1286)	4
ProDeploy Dell Server R Series 1U/2U - Deployment (804-6748)	4
ProDeploy Dell Server R Series 1U/2U - Deployment Verification (804-6749)	4
Declined Remote Consulting Service (973-2426)	4
SHIP,R530,NO,NO,DAO (340-AMMW)	4
Riser (330-BBEC)	4
SFP+, Short Range, Optical Tranceiver, LC Connector, 10Gb and 1Gb compatible for Intel and Broadcom (407-BBEQ)	4
SFP+, Short Range, Optical Tranceiver, LC Connector, 10Gb and 1Gb compatible for Intel and Broadcom (407-BBEQ)	4
Intel X710 Dual Port 10Gb Direct Aattach, SFP+, Converged Network Adapter (540-BBHP)	4
iDRAC Port Card (330-BBDX)	4
iDRAC8 Enterprise, integrated Dell Remote Access Controller, Enterprise (385-BBHO)	4
OpenManage Essentials, Server Configuration Management (634-BBWU)	4
3.5" Chassis with up to 8 Hard Drives (321-BBOO)	4
Bezel (350-BBEJ)	4
Performance BIOS Settings (384-BBBL)	4
UEFI BIOS (800-BBDM)	4
No RAID for H330/H730/H730P (1-8 HDDs or SSDs) (780-BBOO)	4
PERC H730 Integrated RAID Controller, 1GB Cache (405-AAEG)	4
Intel Xeon E5-2650 v4 2.2GHz,30M Cache,9.60GT/s QPI,Turbo,HT,12C/24T (105W) Max Mem 2400MHz (338-BJDV)	4
No Additional Processor (374-BBBX)	4
16GB RDIMM, 2400MT/s, Dual Rank, x8 Data Width (370-ACNX)	32
2400MT/s RDIMMs (370-ACPH)	4
Performance Optimized (370-AAIP)	4
6TB 7.2K RPM SATA6 6Gbps 512e 3.5in Hot-plug Hard Drive,13G (400-AGMM)	32
No Trusted Platform Module (461-AADZ)	4
Electronic System Documentation and OpenManage DVD Kit for R530 (430-XYJR)	4
DVD+/-RW, SATA, Internal (429-AAPS)	4
ReadyRails Sliding Rails With Cable Management Arm (770-BBBR)	4
Dual, Hot-plug, Redundant Power Supply (1+1), 750W (450-AEHH)	4
NEMA 5-15P to C13 Wall Plug, 125 Volt, 15 AMP, 10 Feet (3m), Power Cord, North America (450-AALV)	8
Internal Dual SD Module (330-BBCL)	4
Redundant SD Cards Enabled (385-BBCF)	4
16GB SD Card For IDSDM (385-BBJL)	4
16GB SD Card For IDSDM (385-BBJL)	4
No Operating System (619-ABVR)	4
No Media Required (421-5736)	4
Up to 135W Heatsink for PowerEdge R530 (412-AAFF)	4

***Total Purchase Price:**	**$72,285.20**
Product Subtotal:	$72,285.20

To Regular Agenda

QUOTATION

Quote #: 737164123
Customer #: 11514097
Contract #:
CustomerAgreement #:
Quote Date: 12/19/2016
Date: 12/19/2016 **Customer Name:** VILLAGE OF WHEELING

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	JAMES L JAMES	**PHONE:**	1800 - 4563355
Email Address:	Luciano_Garza@Dell.com	**Phone Ext:**	80000

GROUP: 1 QUANTITY: 4 SYSTEM PRICE: $6,153.50 GROUP TOTAL: $24,614.00

Description	Quantity
Dell Force10 MXL 10/40 GbE DCB Blade Switch, APOS (225-3598)	4
Dell Hardware Limited Warranty Plus On Site Service Initial Year (935-1685)	4
SW Support,Force 10 MXL10/40GbE,90 Day (935-1725)	4
Dell Hardware Limited Warranty Plus On Site Service Extended Year (935-2665)	4
Thank you for choosing Dell ProSupport Plus. For tech support, visit http://www.dell.com/contactdell (951-2015)	4
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, Initial Year (951-5145)	4
ProSupport Plus: 7x24 HW/SW Tech Support and Assistance, 3Year (951-5151)	4
ProSupport Plus: Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Year Extended (951-5153)	4
ProDeploy Dell Networking M or FN Series IOM, Switch - Deployment (805-2420)	4
ProDeploy Dell Networking M or FN Series IOM, Switch - Deployment Verification (805-2421)	4
SFP+ 10GbE Module, 4 port, Hot Swappable, 4x SFP+ ports (optics or direct attach cables required) (331-8187)	8
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach (407-BBEF)	32

SOFTWARE & ACCESSORIES **GROUP TOTAL: $1,203.99**

Product	Quantity	Unit Price	Total
M1000E Midplane Upgrade Kit (317-6365)	1	$1,203.99	$1,203.99

***Total Purchase Price:**	**$25,817.99**
Product Subtotal:	$25,817.99
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS

(Amount denoted in $)*

To Regular Agenda

Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$10,114.32

Quote number:	Quote date:	Quote expiration:
1024167972982.1	Dec. 27, 2016	Dec. 31, 2016

Company name:	Customer number:	Phone:
VILLAGE OF WHEELING	11514097	(847) 459-2615

Sales rep information:
Taylor Wilson
Taylor_Wilson@Dell.com
(800) 456-3355
Ext: 5132847

Bill to:
VILLAGE OF WHEELING
FINANCE DEPT
2 COMMUNITY BLVD
WHEELING
IL 60090-2726
US
(847) 459-2615

Pricing Summary

Item	Qty	Unit price	Subtotal
VLA VMWARE VSPHERE 6 STANDARD FOR 1 PROCESSOR	8	$948.52	$7,588.16
VLA VMWARE PROD SUP/SUB VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 1 YEAR	8	$315.77	$2,526.16

Subtotal:	$10,114.32
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$0.00
Taxable Amount:	$10,114.32
Estimated Tax:	$0.00
Total:	**$10,114.32**

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Shipping Group 1

Shipping Contact:
LUCA URSAN

Shipping phone:
(847) 459-2615

Shipping via:
Standard Ground

Shipping Address:
VILLAGE OF WHEELING
255 W DUNDEE RD
WHEELING
IL 60090-4726
US

SKU	Description	Qty	Unit Price	Subtotal
	VLA VMWARE VSPHERE 6 STANDARD FOR 1 PROCESSOR	**8**	**$948.52**	**$7,588.16**
	Estimated Delivery Date: Dec. 31, 2099			
	Contract Code: 70137			
A8262891	VLA VMWARE VSPHERE 6 STANDARD FOR 1 PROCESSOR	8	-	-

SKU	Description	Qty	Unit Price	Subtotal
	VLA VMWARE PROD SUP/SUB VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 1 YEAR	**8**	**$315.77**	**$2,526.16**
	Estimated Delivery Date: Dec. 31, 2099			
	Contract Code: 70137			
A8263519	VLA VMWARE PROD SUP/SUB VSPHERE 6 STANDARD FOR 1 PROCESSOR FOR 1 YEAR	8	-	-

Subtotal:	$10,114.32
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$0.00
Taxable Amount:	$10,114.32
Estimated Tax:	$0.00
Total:	**$10,114.32**

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Here's the quote you requested!

Total:$3,593.08

Please review your quote details below, then contact your sales rep when you're ready to place your order. You can also Order this quote easily online through your Premier page, or if you do not have Premier, using Quote to Order

Quote number: 1021612951363.1	**Quote date:** Nov. 23, 2016	**Quote expiration:** Nov. 30, 2016
Company name: VILLAGE OF WHEELING	**Customer number:** 11514097	**Phone:** (847) 459-2615

Sales rep information:
Taylor Wilson
Taylor_Wilson@Dell.com
(800) 456-3355
Ext: 5132847

Billing Information:
VILLAGE OF WHEELING
FINANCE DEPT
2 COMMUNITY BLVD
WHEELING
IL 60090-2726
US
(847) 459-2615

Pricing Summary

Item	Qty	Unit price	Subtotal
VLA VSPHERE 6 REMOTE OFFICE BRANCH OFFICE STANDARD (25 VM PACK)	1	$2,859.88	$2,859.88
VLA PROD SNS FOR VSPHERE 6 REMOTE OFFICE BRANCH OFFICE STANDARD 25 VM PACK FOR 1	1	$733.20	$733.20

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Subtotal:	$3,593.08
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$3,593.08**

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Shipping Group 1

Shipping Contact:
LUCA URSAN

Shipping phone:
(847) 459-2615

Shipping via:
Standard Ground

Shipping Address:
VILLAGE OF WHEELING
255 W DUNDEE RD
WHEELING
IL 60090-4726
US

SKU	Description	Qty	Unit Price	Subtotal
	VLA VSPHERE 6 REMOTE OFFICE BRANCH OFFICE STANDARD (25 VM PACK)	**1**	**$2,859.88**	**$2,859.88**
	Estimated Delivery Date: Dec. 31, 2099			
	Contract Code: 70137			
A8274623	VLA VSPHERE 6 REMOTE OFFICE BRANCH OFFICE STANDARD (25 VM PACK)	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	VLA PROD SNS FOR VSPHERE 6 REMOTE OFFICE BRANCH OFFICE STANDARD 25 VM PACK FOR 1	**1**	**$733.20**	**$733.20**
	Estimated Delivery Date: Dec. 31, 2099			
	Contract Code: 70137			
A8274624	VLA PROD SNS FOR VSPHERE 6 REMOTE OFFICE BRANCH OFFICE STANDARD 25 VM PACK FOR 1	1	-	-

Subtotal:	$3,593.08
Shipping:	$0.00
Environmental Fees:	$0.00
Estimated Tax:	$0.00
Total:	**$3,593.08**

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To Regular Agenda

Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$5,935.98

Quote number:	Quote date:	Quote expiration:
3000005366384.2	Dec. 21, 2016	Jan. 20, 2017

Company name:	Customer number:	Phone:
VILLAGE OF WHEELING	11514097	(847) 459-2615

Sales rep information:
Brittany Lorig
Brittany_Lorig@Dell.com
(800) 456-3355
Ext: 5131432

Bill to:
VILLAGE OF WHEELING
FINANCE DEPT
2 COMMUNITY BLVD
WHEELING
IL 60090-2726
US
(847) 459-2615

Pricing Summary

Item	Qty	Unit price	Subtotal
Dell Server Interface Module - TAA compliant	24	$101.00	$2,424.00
Dell 18.5in LED KMM	1	$871.99	$871.99
Dell Digital 16 Port KVM	1	$2,639.99	$2,639.99

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Subtotal:	$3,593.50
Shipping:	$8.88
Environmental Fees:	$8.88
Non-Taxable Amount:	$3,593.50
Taxable Amount:	$8.88
Estimated Tax:	$8.88
Total:	**$5,935.98**

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Shipping Group 1

Shipping Contact:
LUCA URSAN

Shipping phone:
(847) 459-2615

Shipping via:
Standard Ground

Shipping Address:
255 W DUNDEE RD
FINANCE DEPT
WHEELING
IL 60090-4726
US

SKU	Description	Qty	Unit Price	Subtotal
	Dell Server Interface Module - TAA compliant	**24**	**$101.00**	**$2,424.00**
	Estimated Delivery Date: Dec. 30, 2016 - Jan. 4, 2017			
	Contract Code: 70137			
	Customer Agreement No: Dell Std Terms			
A7547276	Dell Server Interface Module - TAA compliant	24	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell 18.5in LED KMM	**1**	**$871.99**	**$871.99**
	Estimated Delivery Date: Dec. 30, 2016 - Jan. 4, 2017			
	Contract Code: 70137			
	Customer Agreement No: Dell Std Terms			
A7546778	Dell 18.5 in 1U Rackmount LED KMM Console - English Language Keyboard	1	-	-

SKU	Description	Qty	Unit Price	Subtotal
	Dell Digital 16 Port KVM	**1**	**$2,639.99**	**$2,639.99**
	Estimated Delivery Date: Dec. 30, 2016 - Jan. 4, 2017			
	Contract Code: 70137			
	Customer Agreement No: Dell Std Terms			
A7546774	Dell Digital KVM Switch DMPU2016 - TAA Compliant	1	-	-

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Subtotal:	$3,593.50
Shipping:	$8.88
Environmental Fees:	$8.88
Non-Taxable Amount:	$3,593.50
Taxable Amount:	$8.88
Estimated Tax:	$8.88
Total:	**$5,935.98**

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To Regular Agenda

Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$7,019.00

Quote number:	Quote date:	Quote expiration:
3000005762670.2	Dec. 27, 2016	Jan. 26, 2017

Company name:	Customer number:	Phone:
VILLAGE OF WHEELING	11514097	(847) 459-2615

Sales rep information:
Chris Contreras
Chris_Contreras@Dell.com
(800) 456-3355
Ext: 5138017

Bill to:
VILLAGE OF WHEELING
FINANCE DEPT
2 COMMUNITY BLVD
WHEELING
IL 60090-2726
US
(847) 459-2615

Pricing Summary

Item	Qty	Unit price	Subtotal
Enterprise Deployment Services – Non Tied	1	$7,019.00	$7,019.00

Subtotal:	$7,019.00
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$7,019.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$7,019.00**

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Shipping Group 1

Shipping Contact:
LUCA URSAN

Shipping phone:
(847) 459-2615

Shipping via:
Standard Ground

Shipping Address:
255 W DUNDEE RD
FINANCE DEPT
WHEELING
IL 60090-4726
US

SKU	Description	Qty	Unit Price	Subtotal
	Enterprise Deployment Services - Non Tied	**1**	**$7,019.00**	**$7,019.00**
	Estimated Delivery Date: Jan. 5 - Jan. 9, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
993-5619	Thank you for choosing Dell	1	-	-
804-2164	ProDeploy Base: Add or Upgrade Storage Software Component	4	-	-

Subtotal:	$7,019.00
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$7,019.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$7,019.00**

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Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$2,597.56

Quote number:	Quote date:	Quote expiration:
3000005756550.2	Dec. 27, 201J	Van. 2J, 2017

Company name:	Customer number:	Phone:
I LAAGE O F WN HOOAL4 E	11519067	(897) 956-2J15

Sales rep information:
Chris Contreras
Chris_Contreras@Dell.com
(800) 95J-3355
Oxt: 5138017

Bill to:
I LAAGE O F WN HOOAL4 E
WL4 G4 CO DOPT
2 CF MMU4 LTY BAI D
N HOOAL4 E
LA J0060-272J
US
(897) 956-2J15

Pricing Summary

Item	Qty	Unit price	Subtotal
Onterprise Deployment Services – 4on Tied	1	$2,567.5J	$2,567.5J

Subtotal:	$2,597.56
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$2,597.56
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$2,597.56**

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To Regular Agenda

Shipping Group 1

Shipping Contact:
AUCG URSG4

Shipping phone:
(897) 956-2J15

Shipping via:
Standard E round

Shipping Address:
255 N DU4 DOO RD
WL4 G4 CO DOPT
N HOOAL4 E
LA J0060-972J
US

SKU	Description	Qty	Unit Price	Subtotal
	Enterprise Deployment Services - Non Tied	1	$2,597.56	$2,597.56
	Estimated Delivery Date: Jan. 5 - Jan. 9, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
663-5J16	Thank you for choosing Dell	1	-	-
805-29J9	ProDeploy Dell 4etworking M or W4 Series LF M, Switch - Deployment	2	-	-
805-29J5	ProDeploy Dell 4etworking M or W4 Series LF M, Switch - Deployment I erification	2	-	-

Subtotal:	$2,597.56
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$2,597.56
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$2,597.56**

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Here's the quote you requested!

Please review your quote details below, then contact your sales rep when you're ready to place your order.

Total:$299.00

Quote number:	Quote date:	Quote expiration:
3000005750506.1	Dec. 27, 2016	Jan. 26, 2017

Company name:	Customer number:	Phone:
VILLAGE OF WHEELING	11514097	(847) 459-2615

Sales rep information:
Chris Contreras
Chris_Contreras@Dell.com
(800) 456-3355
Ext: 5138017

Bill to:
VILLAGE OF WHEELING
FINANCE DEPT
2 COMMUNITY BLVD
WHEELING
IL 60090-2726
US
(847) 459-2615

Pricing Summary

Item	Qty	Unit price	Subtotal
Upgrade of a Dell PowerEdge Se rver	1	$299.00	$299.00

Subtotal:	$299.00
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$299.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$299.00**

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To Regular Agenda

Shipping Group 1

Shipping Contact:
LUCA URSAN

Shipping phone:
(847) 459-2615

Shipping via:
Standard Ground

Shipping Address:
255 W DUNDEE RD
FINANCE DEPT
WHEELING
IL 60090-4726
US

SKU	Description	Qty	Unit Price	Subtotal
	Upgrade of a Dell PowerEdge Se rver	1	$299.00	$299.00
	Estimated Delivery Date: Jan. 5 - Jan. 9, 2017			
	Contract Code: 99AGZ			
	Customer Agreement No: MHEC-07012015			
984-1087	Upgrade of a Dell PowerEdge Se rver	1	-	-

Subtotal:	$299.00
Shipping:	$0.00
Environmental Fees:	$0.00
Non-Taxable Amount:	$299.00
Taxable Amount:	$0.00
Estimated Tax:	$0.00
Total:	**$299.00**

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Master Contract

Help

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Contract Number
CMS2583920

Close

Identification

Date Published:	10/21/2016
Contract Number:	CMS2583920
Contract Title:	Dell Server
Category:	IT
Scope	Contract for Dell brand servers, accessories, replacement, and upgrade components.
MetaData:	Dell Servers, accessories, replacement, and upgrade components
T-Number:	TE010
T-Number Title:	INFORMATION TECHNOLOGY - OTHER
Start Date:	10/05/2011
Expiration Date:	10/04/2017
Renewals Remaining	0 - 12 month renewals
Fiscal Year:	2012
Joint Purchasing Indicator:	Yes
Green Contract	No
Small Business Set-Aside:	No
Does this contract include a BEP Requirement	No

Agency

**Agency designation restricts who can purchase from this contract. R0 indicates purchasing is open statewide.

Agency:	SWC - Statewide Contract
Master Agency:	
Master Sub-Agency:	

Comments/Overview

Original Procurement Method: IFB
IFB Reference #22021006
IFB Publication Date: 05/11/2011

Renewal 1 of 3: CMS2582930A
IPB Reference #22034508
IPB Publication Date: 09/24/2014
PBC#15-88949

Renewal 2 of 3: CMS2582930B
IPB Reference #22036784
IPB Publication Date: 08/05/2015
PBC#15-94586

Renewal 3 of 3: CMS2582930C
IPB Reference #22039292
IPB Publication Date: 09/23/2016
PBC#17-101219

Dell Marketing, L.P.
512-723-8051

- CMS2583920.pdf (3716103 Bytes)
- CMS2583920A.pdf (639344 Bytes)
- CMS2583920B.pdf (1273944 Bytes)
- CMS2583920C.pdf (204744 Bytes)

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CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STANDARD CERTIFICATIONS
6. DISCLOSURES AND CONFLICTS OF INTEREST
7. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR

(Vendor Name) Dell Marketing, L.P.

Signature Christina M McColly

Printed Name Christina M. McColly

Title Senior Contracts Manager Date 9-14-11

Address One Dell Way

Round Rock, TX 78682

Phone 512-723-8051 Fax 512-283-9092

E-mail christina_mccolly@dell.com

STATE OF ILLINOIS

(Procuring Agency Name)

Official Signature

Printed Name Malcolm Weems

Title DIRECTOR Date 9/5/11

Designee Signature

Printed Name Tiffany Powell

Title Portfolio Mgr

Address 401 S. Spring Street

Spfld. IL 62706

Phone 217-558-1683 Fax

E-mail tiffany.powell@illinois.gov

CHIEF PROCUREMENT OFFICER

Official Signature

Printed Name

Title Date

Address

Designee Signature

Printed Name Philip C Kaufmann

Title State Purchasing Officer Date 10/5/11

STATE USE ONLY — NOT PART OF CONTRACTUAL PROVISIONS

PBC# 11-58392 Project Title Dell Server Statewide Master Contract

Contract # CMS2583920 Procurement Method (IFB, RFP, Small, etc): IFB

IPB Ref. # 22021006 IPB Publication Date: 5/11/2011 Award Code:

Subcontractor Utilization? ☐ Yes ☐ No Subcontractor Disclosure? ☐ Yes ☐ No

Funding Source Obligation #

CPO 33 – General Counsel Approval:

Signature Printed Name Date

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1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: This contract has an initial term of 36 months and shall commence upon the last dated signature of the Parties.

In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed 10 years.

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 RENEWAL: Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): three (3) 12 month terms.

Pricing for the renewal term(s), or the formula for determining price is shown in the pricing section of this contract.

Any renewal is subject to the same terms and conditions as the original contract except as stated below is this subsection. The State may renew this contract for any or all of the option periods specified; may exercise any of the renewal options early and may exercise more than one option at a time based on continuing need and favorable market conditions when in the best interest of the State. The contract may not renew automatically nor may the contract renew solely at the Vendor's option.

1.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within ten (10) days from the date of the State's written notice. If not cured within ten (10) days the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: The Illinois Department of Central Management Services (CMS) is executing an indefinite quantity, multi-year, statewide master contract for Dell brand servers, accessories, replacement and upgrade components, and support. CMS intends that all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize contract(s) resulting from this procurement. This authority is governed by State's Standard Procurement Rules and the Governmental Joint Purchasing Act [30 ILCS 525]. For more information on this program, visit the CMS website: http://www.cms.il.gov/cms/1_servicesg/jntpurch.htm.

2.2 SUPPLIES AND/OR SERVICES REQUIRED: The State is seeking percentage discounts off Dell's current manufacturer's suggested retail price list for Dell-brand servers, accessories, replacement and upgrade components, and support.

The State recognizes that the manufacturer may make product changes and add new products or product upgrades at any time during the contract term (including optional renewals). Vendor is responsible for notifying CMS Bureau of Strategic Sourcing of changes or additions to products under contract. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by CMS Bureau of Strategic Sourcing.

Orders against the resulting contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) as the need arises. Other institutions entitled to use the resulting contract will utilize their own individual purchase order. Orders written through and including the last day of the resulting contract shall be honored. Each individual order will have its own ship to/bill to information.

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed $ N/A

2.4 VENDOR / STAFF SPECIFICATIONS: N/A

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State, which consent shall not be unreasonably withheld.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? ☐ Yes ☒ No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name N/A Amount to be paid N/A
Address _____ Description of work _____

Subcontractor Name _____ Amount to be paid _____
Address _____ Description of work _____

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY: Hardware delivery must meet the following requirements:

1. Delivery charges must be included in equipment pricing.
2. Vendor will use best efforts to meet, but cannot guarantee, delivery within twenty (20) business days after Dell's acknowledgement that the order(s) is/are correctly placed and that a Dell order number is available; however, this clause excludes any CFI or deployment-related orders
3. Vendor will deliver to all State and local government locations as specified on each order.
4. Prior to delivery, delivery company or driver must contact buyer to confirm delivery date, time and location to ensure Warehouse/Receiving has staff on hand to receive equipment and that there isn't another delivery scheduled at the same time.
5. No delivery after hours, weekends, or State holidays without prior approval.
6. Claims for extra work or materials not specifically noted in the warranty agreement will not be allowed by the State nor shall the contract holder provide any materials or extra work not covered by the agreement without written agreement between the vendor and the buyer agency.

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

The State understands and acknowledges that for standard included support, telephone support may be based outside of the United States; however, upgraded support such as Dell ProSupport, or any on-site services such as on-site technical support, installation and deployment, will be performed in the United States.

Location where services will be performed locations throughout the State of Illinois
Value of services performed at this location N/A

Location where services will be performed _____
Value of services performed at this location _____

2.8 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 **Limited Warranty**. Dell-branded Products will conform to the Dell specifications current when the Product is shipped and will be free from defects in materials and workmanship for a period of up to one or three years, depending upon a variety of factors, including the Product purchased and where the Product is shipped and used. Unless the parties otherwise agree in writing, notebook batteries that are included with Dell-branded Products will carry a one (1) year limited warranty. Dell shall provide to State a copy of the available warranty for any particular Product in any location at State's request. The limited warranty period for Products begins on the date of invoice. Services provided by Dell shall be performed in a good and workman like manner. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 **No Warranty of Function or for a Particular Use**. Dell does not warrant that its Products, when used, will function in any specific configuration that includes hardware or software not provided by Dell or will function or can be used to produce a particular result, even if the specific configuration or the result has been discussed with Dell.

2.9.3 **Third-Party Software**.

2.9.3.1 **Warranty**. Dell does not warrant third-party software products. Any warranty provided on software or Peripherals product is provided by the publisher or original manufacturer and may vary from product to product. Dell shall provide copies of any third-party warranties with the Products when shipped.

2.9.4 **High Risk Applications Disclaimer.** Dell has not tested or certified its Products, Services or Deliverables for use in high risk applications including medical life support, medical device, direct physical patient contact, water treatment, nuclear facilities, weapon systems, mass and air transportation control, flammable environments, or any other potentially life critical uses. State understands and agrees that Dell makes no assurances or warranties that the Products, Services or Deliverables are suitable for any high-risk uses

2.9.5 **Other Exclusions**. This warranty does not cover damage due to external causes, including accident, abuse, misuse, problems with electrical power, service (including installation or de-installation) not performed or authorized by Dell, usage not in accordance with Product instructions, normal wear and tear, and problems caused by use of parts and components not supplied by Dell. The warranty does not cover accessories or parts added to a Dell system after the system is shipped from Dell or non-Dell-branded accessories or parts added to a Dell system through CFI Services. DELL MAY REVISE ITS LIMITED WARRANTIES FROM TIME TO TIME BUT ANY SUCH CHANGE WILL NOT AFFECT PRODUCTS ORDERED BY STATE PRIOR TO THE DATE OF SUCH CHANGE OR ALTER DELL'S STANDARD WARRANTY POLICY AS SET FORTH IN THIS SECTION 2.9. ANY WARRANTY PROVIDED ON SOFTWARE OR A THIRD PARTY SOFTWARE OR PERIPHERAL PRODUCT IS PROVIDED BY THE PUBLISHER OR ORIGINAL MANUFACTURER AND MAY VARY FROM PRODUCT TO PRODUCT. DELL DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE PRODUCTS AND SERVICES.

2.9.6 **Limitation of Liability.** EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, DELL AND STATE EACH EXPRESSLY AGREE AND UNDERSTAND THAT THE OTHER PARTY WILL NOT HAVE ANY LIABILITY FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR CORRUPTED DATA. NEITHER PARTY SHALL BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES UNDER THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THEIR POSSIBILITY. THIS LIMITATION OF LIABILITY APPLIES BOTH TO PRODUCTS AND SERVICES STATE PURCHASES UNDER THIS AGREEMENT. DELL'S TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE GREATER OF ONE MILLION DOLLARS ($1,000,000) OR THE U.S. DOLLAR EQUIVALENT OF THE TOTAL DOLLAR AMOUNT OF PRODUCTS AND SERVICES PURCHASED BY STATE PURSUANT TO THIS AGREEMENT, EXCEPT WHERE LOCAL LAW, IF SUCH LOCAL LAW IS FOUND TO APPLY TO THIS AGREEMENT, PROHIBITS ANY SUCH LIMITATION. IN THE EVENT THE LAW OF ANY JURISDICTION WHICH APPLIES TO THIS AGREEMENT PROHIBITS IN ANY PART ANY LIMITATION IN THIS PARAGRAPH, THE PARTIES AGREE THAT SUCH LIMITATION SHALL BE MODIFIED, WITHOUT FURTHER ACTION OF EITHER PARTY, SO AS TO BROADLY APPLY TO THE MAXIMUM EFFECT ALLOWED BY GOVERNING LAWS.

AS TO DIRECT DAMAGES ONLY, THE ABOVE LIMITATION DOES NOT APPLY TO ANY CLAIM FOR INTELLECTUAL PROPERTY INFRINGEMENT OR ANY CLAIM RELATED IN ANY WAY TO PERSONAL INJURY (INCLUDING DEATH) OR DAMAGE TO PROPERTY.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 By August 31 of each year, Vendor may report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: The State will compensate Vendor for the initial term as follows:

☐ Hourly _____
☐ Monthly _____
☐ Annually _____
☐ Project _____
☒ Item (show unit of measure and rate) per items and discount listed in the pricing chart below

Dell Server - State of Illinois Dell Server Master Contract Configurations:

Thirty (30) percent discount off of Dell retail price above is based on standard bundled configurations only for the State of Illinois for this Dell server statewide master contract, and not the full line of PowerEdge Server products. The State may view Dell's current price list at the following site: http://ftpbox.us.dell.com/slg/Weekly/dellpricereport.pdf. Dell will work with Illinois Central Management Services on a quarterly basis to establish the optimal server configurations throughout the duration of the contract term. Once the optimal configurations are identified (up to 2 per PE model), a minimum 30% discount will be applied to the price and held for the duration of the quarter, or until the next bundle refresh period. These standard bundled configurations will be available on the Dell Premier Page for the State of Illinois for this contract. Access to this page will be provided to all State of Illinois agencies, and/or participating municipalities in the State of Illinois.

Dell Server Accessories, Replacement, and Upgrade, etc: Percentage discount off Dell list price will be applied to options chosen above and beyond the standard bundled configurations.

The following details the products offered, and the associated discounts applied:

Description	% Discount		
Dell Servers - State of Illinois Dell Server Master Contract Standard Configuration *			
Dell PowerEdge Servers	30%		
Dell Accessories, Replacement and Upgrade Components, etc	**Discount %**		
Dell VIS Server Software	5%		
Dell AIM Server Software	5%		
Dell Other PowerEdge Server Software	5%		
Dell Server iSCSI Expansion	10%		
Dell Server Series 40 Fluid Data Expansion	10%		
Dell Server MD Expansion	10%		
Dell Server Racks & Power	10%		
Dell Server Accessories	10%		
Dell Server Tape DL Backup Solution	10%		
Dell Server Upgrade Components	10%		
Other options not listed	10%		
Expanded Support Options	**Discount %**		
Expanded Warranty Support Options for Year 4 and 5	5%		
Custom Server Infrastructure Solution Services	5%		
Installation Services	5%		
Dell Server Education Training Pack	5%		

* **Dell Server Accessories, Replacement, and Upgrade, etc:** Percentage discount off Dell list price will be applied to options chosen above and beyond the standard bundled configurations.

3.2 TYPE OF PRICING: Pricing under this contract is

☐ Firm _____
☒ Estimated $25,200,000.00 (total estimated value of contract including renewal periods)

3.3 RENEWAL COMPENSATION: If this contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

3.4 EXPENSES: Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 DISCOUNT: 0% discount for payment within N/A days of receipt of invoice

3.6 TAX: Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 INVOICING: Hardware and Software will be invoiced upon shipment to the State. Payment for Hardware is due forty (40) days from the date of the invoice.

Services as defined in a Statement of Work (SOW) will be invoiced consistent with the project plan as described in the mutually agreed to SOW attached to the BOA.

Each applicable BOA will have a Bill To: address where invoices shall be sent for each order.

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; http://www.state.il.us/agency/idol/index.htm to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.7 USE AND OWNERSHIP: No work for hire is contemplated in this contract.

4.8 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses for third-party claims arising out of: (a) any material breach or violation by Vendor of any of its representations, warranties, covenants or certifications set forth herein; (b) any actual or alleged death or injury to any person or damage to any real or personal property to the extent claimed to result from Vendor's negligent performance; (c) any negligent or willful act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim, demand, cause of action, debt or liability that the supplies or services infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, trademark or other proprietary interest) rights of a third party.

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ or actively solicit any person employed by the State during the term of this contract to perform any work under this contract or for a period of one (1) year after the expiration of this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at http://www.ilga.gov/legislation/ilcs/ilcs.asp). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

4.15 ANTI-TRUST ASSIGNMENT: In the event that Vendor initiates litigation for a purported antitrust violation for alleged overcharges, and as a result of such litigation, whether by final judgment or settlement of its claims, Vendor receives monetary compensation, Vendor hereby agrees to pass on to the State a portion of such compensation if, and only if, the following conditions occur: (a) the compensation received by Vendor in settlement or judgment is directly attributable to software, hardware, goods and/or services included within the computer products or other goods and/or services sold by Vendor to the State under this Contract; (b) it was determined in the antitrust litigation (whether by judicial finding or stipulation) that the overcharge in software, hardware, goods and/or services suffered by Vendor was, in fact, passed on to the State in the computer products or other goods and/or services purchased by the State under this Contract during the time period referenced in the litigation. If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action but only those rights, title and interest required by the State to enable it to fully pursue a claim thereunder. Vendor reserves to itself the right to assign to customers or third party vendors any and all such residual right, title and interest as may be applicable to such parties and that relate to the same claim(s) or cause(s) of action.

4.16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

4.18 MODIFICATIONS AND SURVIVAL: Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

4.20 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

This section, and each subsection, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133, (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).

5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

5.14 Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.19 a) If Vendor employs 25 or more employees and this contract is worth more than $5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than $5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed $10,000 (30 ILCS 582).

5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.24 Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".

5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.
or
☒ Vendor has registered **and has attached a copy** of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

To Regular Agenda

STATE OF ILLINOIS
CONTRACT RENEWAL

Central Management Services

The undersigned Agency and Vendor, Dell Marketing LP, (the Parties) agree that the following shall renew the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Renewal shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Renewal to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

Vendor Name: Dell Marketing LP	Address: One Dell Way, Mail Stop RR1-33, Round Rock, TX 78682
Signature: Dudley McClellan	Phone: (512) 723-6527
Printed Name: Dudley McClellan	Fax: (512)283-9092
Title: Contracts Manager, Dell Legal	Email: dudley.mcclellan@dell.com
Date: September 20, 2016	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone:
Street Address: 120 W Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	
Official Signature:	Date: 10/4/16
Printed Name: Michael M. Hoffman	
Official's Title: Acting Director	

To Regular Agenda

STATE USE ONLY — NOT PART OF CONTRACTUAL PROVISIONS

PBC# 101219 — Project Title: Dell Server Master Renewal 3 of 3

Contract # CMS258392C — Procurement Method (IFB, RFP, Small, etc): Renewal

IPB Ref. # 22039292 — IPB Publication Date: — Award Code:

Subcontractor Utilization? ☐ Yes ☐ No — Subcontractor Disclosure? ☐ Yes ☐ No

Funding Source — Obligation #

CPO 33 – General Counsel Approval:

Signature — Printed Name — Date

1. DESCRIPTION OF CONTRACT BEING RENEWED The Department of Central Management Services (CMS) and Dell Marketing LP are renewing contract CMS2583920 for the purchase of Dell brand servers, accessories, replacement and upgrade components, and support. This is renewal 3 of 3.

2. TERMS AND CONDITIONS: This Renewal is on the same terms and conditions as the Contract being renewed except as changed and described herein.

3. RENEWAL TERM: This RENEWAL shall begin October 5, 2016 and shall run through October 4, 2017.

4. COSTS: Pricing per original contract.

11-7-16

N/A Cynthia B. Radel, Legal

5. MAXIMUM AMOUNT: The total payments under this contract shall not exceed ~~$4,400,000.00~~ without a formal amendment.

11/7/16

6. SUBCONTRACTORS: Will subcontractors be utilized? ☐ Yes ☒ No

Michael Hoffman, Director by Markus Veile, Assistant Director

- Subcontractor Name: N/A

  Amount to be paid:

  Address:

  Description of work:

- Subcontractor Name: N/A

  Amount to be paid:

  Address:

  Description of work::

6.1. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

6.2. If the annual value of any the subcontracts is more than $50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

6.3. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide a completed Forms B for the subcontractor.

6.4. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

7. SUPPLEMENTAL TERMS:

7.1 Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

7.1.1 The procuring Agency and the State do not waive sovereign immunity;

7.1.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

7.1.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

7.1.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor; and

7.1.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies).

STATE OF ILLINOIS
STANDARD CERTIFICATIONS

To Regular Agenda

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, Vendor acknowledges and agrees that should Vendor provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

   - the contract may be void by operation of law,
   - the State may void the contract, and
   - the Vendor and it subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

   Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

6. To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80. VENDOR IS INCUMBENT

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.

9. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.

10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).

11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.

12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.

13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.

14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.

17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.

18. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.

19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565. NOT APPLICABLE

20. Drug Free Workplace

    20.1 If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

    20.2 If Vendor is an individual and this contract is worth more than $5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.

22. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.

23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

24. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

26. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

28. Vendor warrants and certifies that it has and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over $25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

29. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.

30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ Vendor is not required to register as a business entity with the State Board of Elections.

or

☒ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following two certifications by checking the appropriate box.

A. ☐ Vendor certifies it is an individual acting as a sole proprietorand is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. ☒ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

33. Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website it successor system; or
- is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona fide labor organization and performs construction. (20 ILCS 1005/1005-47).

VENDOR

Vendor Name: Dell Marketing, L.P.	Address: One Dell Way, RR1-33, Round Rock, TX 78682
Signature:	Phone: 231-747-9294
Printed Name: Cynthia B. Radel	Fax: Click here to enter text.
Title: Contract Program Manager	Email: Cyndi.Radel@Dell.com
Date: September 21, 2016	

To Regular Agenda

VILLAGE OF WHEELING
LEGISLATIVE COVER MEMORANDUM

AGENDA ITEM NO(S): 13.E
(To be inserted by Deputy Clerk)

DATE OF BOARD MEETING:	January 16, 2017
TITLE OF ITEM SUBMITTED:	A Resolution Authorizing Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the Village Manager to Approve a Contract with the Lowest Cost Electricity Provider for a Period up to 36 Months
SUBMITTED BY:	Michael Mondschain, Finance Director
BASIC DESCRIPTION OF ITEM[1]:	This resolution, if approved, authorizes the Village's participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and gives the Village Manager (or his designee) the authority to enter into a contract (for up to 36 months) to purchase electricity for Village owned property and equipment. Please note that this program has no relationship to the electric aggregation program the Village negotiated in prior years on behalf of Wheeling's residents.
BUDGET[2]:	N/A
BIDDING[3]:	N/A
EXHIBIT(S) ATTACHED:	Memo, Resolution
RECOMMENDATION:	Staff recommends approval of the resolution.
SUBMITTED FOR BOARD APPROVAL:	**VILLAGE MANAGER**

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[1] *The purpose of the proposed item and a description of same. If the issue is site specific, such as an annexation or road improvement, a map must be attached to the memorandum.*

[2] *If applicable, provide all budgetary considerations as follows: is the item covered in the current budget; fund(s) the item is to be charged to; expenses per fund(s) and total cost; and necessary transfer(s) or supplemental appropriation(s).*

[3] *If applicable, describe the bidding process and results for purchases and contracts. If applicable, state whether or not any particular city, state or federal program was considered*

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VILLAGE OF WHEELING ILLINOIS

MEMORANDUM

TO: Jon A. Sfondilis, Village Manager

FROM: Michael Mondschain, Finance Director

DATE: January 12, 2017

SUBJECT: Electric Service for Village-owned Equipment and Property

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EXECUTIVE SUMMARY

The attached resolution, if approved, authorizes the Village Manager to sign a contract for electricity used to power the Village's pumping stations, lift stations, water towers, wells, and other miscellaneous uses. Please note that this contract relates to electricity purchased for the purpose of powering Village of Wheeling owned property and equipment and has nothing to do with the electric aggregation program the Village negotiated in the past on behalf of its residents.

BACKGROUND: Prior to 2007, ComEd both generated and delivered electricity to residential and commercial customers. In 2007, the State of Illinois deregulated its electric market and required ComEd to transfer ownership of its nuclear reactors to its parent company, Exelon. Illinois then opened up its borders for other energy suppliers to compete with Exelon. While ComEd remains a monopoly with respect to the delivery of power to commercial and residential users, the marketplace is now open to several companies who supply electrical power and, as a result, market forces now dictate the price of electricity.

VILLAGE HISTORY WITH NIMEC: In 2013, the Village joined the Northern Illinois Municipal Electric Collaborative (NIMEC) in order to purchase electricity for pumping and lift stations, water towers, wells and other miscellaneous purposes. NIMEC is an electric purchasing collaborative of 170 municipal and other government entities that band together for the purpose of purchasing electricity. The collective volume of the buying collaborative ($15 to $20 million per year) allows NIMEC to negotiate rates that are lower than what an individual municipality could negotiate on its own.

By aggregating its members' electric load, NIMEC is able to leverage the higher volume and negotiate more aggressive pricing from suppliers by bidding it out collectively. NIMEC works directly with various electric suppliers to solicit competitive bids on behalf of its clients and does not charge a fee. They are paid by the electric supplier for originating the business and are not under contract with nor compensated by the Village.

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In 2014, the Village participated in this process and ultimately signed 36-month contracts to purchase electricity from Constellation (which is owned by Exelon). Those contracts are set to expire on May 22, 2017; therefore, it is necessary to participate in the bidding process again. Staff recommends that the Board authorize participation in the NIMEC process once again, to help ensure that the Village receives the most competitive pricing for electricity available to it.

AUTHORIZATION SOUGHT: If the Village Board directs staff to do so, we will work with NIMEC to seek competitive quotes for our electric load beginning in May, when our existing contracts with Constellation expire. The attached resolution, if approved, gives the Village Manager advance authorization to sign a contract with a supplier for up to 36 months, depending on what terms are most favorable to the Village. The resolution gives staff the authority to lock in the best available rates at a moment's notice, without having to wait for the next Board meeting for approval. This is important because prices for electricity change daily, much like stock prices and mortgage rates; therefore, without advance authorization, the Village will not be able to lock in rates at the moment NIMEC determines is most advantageous. The bid will be held sometime between February 1st and March 31st, depending on market conditions.

If the Board authorizes staff to move forward, we will work with NIMEC to secure competitive rates. Once we have signed a contract, staff will follow up with the Board and let them know the results of the process, including the rates we will be paying and the term of the contract.

If you have any questions, please let me know. Otherwise, please place this item on the Board's agenda for January 16, 2017.

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RESOLUTION NO. 17 - _____

A RESOLUTION AUTHORIZING PARTICIPATION IN THE NORTHERN ILLINOIS MUNICIPAL ELECTRIC COLLABORATIVE (NIMEC) AND AUTHORIZING THE VILLAGE MANAGER TO APPROVE A CONTRACT WITH THE LOWEST COST ELECTRICITY PROVIDER FOR A PERIOD UP TO 36 MONTHS

WHEREAS the Village of Wheeling ("The Village") is a municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, on January 2, 2007, the State of Illinois implemented a plan to deregulate Commonwealth Edison; and

WHEREAS, as a result of this deregulation, electricity may be purchased based on market price, and Commonwealth Edison is no longer the sole supplier of electricity in Northern Illinois, resulting in new electricity suppliers being able to compete against Commonwealth Edison, and competitive market forces dictating the price of electricity; and

WHEREAS, municipalities across the State now look to enter the market to purchase electric power in order to mitigate some of the economic impact of rising rates, which can best be accomplished by using a third party who will serve as a broker for the municipalities and has the knowledge and experience to seek bids from the various electricity providers; and

WHEREAS, the Village of Wheeling has selected the Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as the Village's broker relative to the acquisition of electrical energy for Village facilities due to NIMEC's municipal experience and the fact that NIMEC is a municipal Collaborative in northern Illinois which will be aggregating the energy needs of 170 government members of the collaborative in order to secure more competitive pricing based on higher volumes than can be provided individually to a single municipality; and

WHEREAS, the amount of compensation that NIMEC receives, if the Village chooses the NIMEC electricity supplier, is included in the electricity prices supplied by NIMEC, so there will be no direct payment made to NIMEC by the Village; and

WHEREAS, Commonwealth Edison will no longer offer a fixed energy rate for large- or medium-sized commercial accounts and would instead charge based on a floating hourly rate, and the Village desires to enter the market to secure a fixed rate, up to 36 months in term.

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NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF WHEELING, COUNTIES OF COOK AND LAKE, STATE OF ILLINOIS, AS FOLLOWS:

Section 1. That the Northern Illinois Municipal Electric Collaborative (NIMEC) has been appointed the Village's broker for purposes of obtaining an electricity supplier for the Village's municipal needs.

Section 2. That the Village Manager is authorized to discuss and negotiate energy rates directly with suppliers in an effort to secure lower energy costs for the Village of Wheeling.

Section 3. That in light of the time constraints and procedures required, applicable to the acceptance of a competitive bid for a supply of electricity, once the bids are received by NIMEC, the Village Manager is hereby authorized to sign the contract with the lowest bidder.

Section 4. That the Village Manager is authorized to name the Finance Director as the Village Manager's designee in matters concerning the bid.

Section 5: That this Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form, as provided by law.

Trustee _____ moved, seconded by Trustee _____, that Resolution No. _____ be adopted.

President Argiris _____

Trustee Brady	_____	Trustee Papantos	_____
Trustee Krueger	_____	Trustee Vito	_____
Trustee Lang	_____	Trustee Vogel	_____

ADOPTED this _____ day of _____, 2017, by the President and Board of Trustees of the Village of Wheeling, Illinois.

_____
Dean S. Argiris
Village President

ATTEST:

_____
Elaine E. Simpson
Village Clerk